

**AGENDA FOR SEPTEMBER 23rd, 2024
BALDWIN TOWNSHIP REGULAR MEETING**

7:00 p.m.
(Revised 9/19/2024)

7:00 p.m. Call to Order

- a. Pledge of Allegiance
- b. Additions/Corrections to Agenda
- c. Approval of Regular Meeting Agenda With/Without Additions/Corrections

Treasurer's Report:

Public Comment Requests:

Approval of Consent Agenda *(Items on Consent Agenda are reviewed in total by the Town Board and may be approved through one motion. Any item on the Consent Agenda may be removed by any of the Supervisors for separate consideration.)*

- Approve Claims List
- Approve Deputy Clerk Time Off of October 4th and October 18th
- Approve Town Board Meeting Minutes for July 1st, July 15th and September 9th, 2024
- Approve Clerk Time Off of September 26th, September 27th and September 30th

Engineering:

- a. Discuss/Approve/Disapprove Request for Proposals for 285th Avenue – Tom Rush
- b. Discuss Lake Diann Drainage off 133 ½ Street – Tom Rush
- c. Discuss South Sandy Lake Stormwater Drainage Review – Tom Rush
- d. Discuss Damage to Culvert at Sandy Lake Beach; Causing Beach to Washout – Tom Rush
- e. Discuss/Approve/Disapprove Culvert Repair Bid for 120th Street, 278th Avenue and 123rd Street – Tom Rush
- f. Discuss Construction Status on 305th Avenue – Tom Rush

Frontier Trails Update:

- a. Discuss Frontier Trails Update From Wastewater Manager, Mike Gwynn
- b. Schedule Meeting with Frontier Trails Residents
- c. Discuss/Approve/Disapprove Ordering Micro C
- d. Discuss Frontier Trails Financials

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Baldwin Town Board of Supervisors. This document does not claim to be complete and is subject to change. A quorum of the Baldwin Township Board must be present. Five Copies of the agenda and one copy of the packet materials are available for review by the public. The meeting will be video and audio recorded for transcription purposes only.

Road Report – Tom Rush

- a. Discuss Public Works Report
- b. Discuss/Approve/Disapprove Additional Charges for Gravel Roads
- c. Discuss/Approve/Disapprove Purchase of Woodchipper
- d. Discuss/Approve/Disapprove Purchase of Protective Equipment for Public Works for Emergency Calls
- e. Discuss/Approve/Disapprove Project Update on Gravel Road Chip Seal 2024
- f. Discuss/Approve/Disapprove Snowplow Wages for Upcoming Season
- g. Discuss/Approve/Disapprove Speed Study for 281st Avenue

Park Committee Report – Tom Rush**Tabled Items:****New Business:**

- a. Discuss/Approve/Disapprove HR Green Invoice for Professional Services Through August 31st, 2024 – Tom Rush
- b. Discuss/Approve/Disapprove Revisions to Baldwin Salary and Payment Schedule – Jay Swanson
- c. Discuss/Approve/Disapprove Press Release for TextMyGov – Jay Swanson
- d. Discuss/Approve/Disapprove Launching of Hot Air Balloon at Young Park – Scott Case
- e. Discuss/Approve/Disapprove Letter of Credit Reduction to \$100,000 for The Oaks of Battle Brook 2nd Addition – Jay Swanson
- f. Discuss/Approve/Disapprove Town Hall Office Hours on Friday's – Jay Swanson
- g. Discuss/Approve/Disapprove October Newsletter - Clerk
- h. Discuss/Approve/Disapprove Fire Department Pager Quote – Scott Case

Announcements:

- a. Planning Commission Meeting September 25th, 2024 at 7:00 p.m.
- b. FunFest at Young Park Saturday, September 28th, 2024 from 11:00 a.m. to 3:00 p.m.
- c. Next Town Board Meeting, Monday, October 7th, 2024 at 7:00 p.m.

Any Other Business:**Adjourn:**

BALDWIN TOWNSHIP, MN

09/20/24 8:15 AM

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*Check Summary Register©

Batch:

PAY20240119.00,PAY20240208.02,PAY20240809.00,090924TBPAY,090324BiWeeklyPayroll,082024FuelTax,090324andChief,090324Bia
ndChief,09232024MeetingPymts

Name	Check Date	Check Amt	
10110 Bremer Bank			
24583e PERA	9/9/2024	\$30.00	09092024 Town Board Pera
24584e PERA	9/9/2024	\$1,432.88	09032024 BiWeekly Payroll
24585e Minnesota Dept of Revenue	9/9/2024	\$16.25	August 2024 Fuel Tax
24586e Minnesota Dept of Revenue	9/9/2024	\$548.36	090324 BiWeek and Fire Chief
24587e EFTPS	9/9/2024	\$3,289.55	090324 BiWeek Chief Rosie EJ and TB 09092
27962 Fadden, Phillip E.	9/17/2024		
27963 Good, Zachary D.	9/17/2024		
27964 Heinen, Joan	9/17/2024		
27965 Nelson, Marlene A.	9/17/2024		
27966 Nielsen, Kayla	9/17/2024		
27967 Kriesel, Lester W.	9/23/2024		
27968 Case, Scott	9/23/2024		
27969 Rush, Thomas J.	9/23/2024		
27970 Walker, Alan	9/23/2024		
27971 ARC IRRIGATION	9/23/2024	\$1,030.00	Young Park Play Area Surflan Application
27972 ASPEN MILLS	9/23/2024	\$174.90	Uniform Soderholm
27973 BEAUDRY OIL & SERVICE INC.	9/23/2024	\$1,031.52	Diesel Fuel
27974 Burkhardt and Burkhardt	9/23/2024	\$168.75	Professional Services August 2024
27975 Capital One	9/23/2024	\$276.01	Credit Card Charges
27976 Couri & Ruppe, P.L.L.P.	9/23/2024	\$6,492.50	Legal Fees 305th
27977 ECM Publishers, Inc.	9/23/2024	\$226.84	Legal Ads Betzler Building
27978 Ehlers	9/23/2024	\$855.00	Frontier Trails SSD
27979 Family Fun Jumps	9/23/2024	\$200.00	FunFest Bounce House Rental
27980 Jims Mille Lacs Disposal	9/23/2024	\$710.22	Park Toilet Rental Sandy Beach-Never Billed
27981 JOAN HEINEN	9/23/2024	\$136.68	Mileage to City Clerk Academy
27982 Lester W. Kriesel	9/23/2024	\$35.00	Park Committee Pay
27983 Marytina Lawrence	9/23/2024	\$320.00	August 2024 Election Meal
27984 METRO SALES, INC.	9/23/2024	\$559.38	Copier Rental and Usage
27985 MIDCONTINENT COMMUNICATI	9/23/2024	\$350.81	Internet Charges
27986 Minnesota Child Support Paymen	9/23/2024	\$439.77	09172024 Payroll
27987 Minnesota Fire Service Cert Bo	9/23/2024	\$498.75	Recertification Fire Dept
27988 Office Depot	9/23/2024	\$66.29	Printer Ink Fire Dept
27989 Princeton Gas Inc.	9/23/2024	\$512.16	Gasoline Lawn Mower
27990 Pro Hydro-Testing	9/23/2024	\$1,599.00	Hydro Testing SCBA Cylinders
27991 VANDERPOEL DISPOSAL	9/23/2024	\$204.58	Garbage Disposal
27992 Zimmerman Today	9/23/2024	\$298.00	Fire Dept Open House Ad
Total Checks		\$30,046.92	

***Cash Balances**

Cash Account: 10110
September 2024

Fund	Begin September 2024	Transfers							
		Receipts	Disbursements	Rec/Disp	Journal Entries	JE Payroll	Balance No Investments	Investments	Balance
0110 - Bremer Bank									
00 - General Fund	(\$1,216,502.41)	\$6,211.67	(\$34,998.74)	\$0.00	\$0.00	(\$3,380.63)	(\$1,248,670.11)	\$0.00	In Bal (\$1,248,670.11)
00 - Special Revenue Fund	\$7,049.64			\$0.00	\$0.00		\$7,049.64	\$0.00	In Bal \$7,049.64
25 - Cemetery	\$16,875.08		(\$33.97)	\$0.00	\$0.00	(\$945.28)	\$15,895.83	\$0.00	In Bal \$15,895.83
50 - Fire	\$95,560.31	\$1,583.00	(\$5,290.44)	\$0.00	\$0.00	(\$1,614.75)	\$90,238.12	\$0.00	In Bal \$90,238.12
75 - Road and Bridge	\$900,066.14	\$1,154.79	(\$26,184.60)	\$0.00	\$0.00	(\$8,003.81)	\$867,032.52	\$0.00	In Bal \$867,032.52
90 - Permits	\$216,285.52	\$14,840.92	(\$43,546.96)	\$0.00	\$0.00		\$187,579.48		In Bal \$187,579.48
00 - Debt Service Fund	\$453,691.94			\$0.00	\$0.00		\$453,691.94	\$0.00	In Bal \$453,691.94
01 - Debt Services 2024	\$384,785.00			\$0.00	\$0.00		\$384,785.00	\$0.00	In Bal \$384,785.00
00 - Capital Projects Fund	\$156,882.90			\$0.00	\$0.00		\$156,882.90	\$0.00	In Bal \$156,882.90
01 - Fire Contract Revenue	\$43,616.84			\$0.00	\$0.00		\$43,616.84	\$0.00	In Bal \$43,616.84
02 - Capital Reserve Fund	\$58,901.33			\$0.00	\$0.00		\$58,901.33		In Bal \$58,901.33
03 - Apparatus Infrastructure Fire	\$171,990.88			\$0.00	\$0.00		\$171,990.88	\$0.00	In Bal \$171,990.88
04 - Parks	\$59,996.71	\$469.68	(\$3,686.35)	\$0.00	\$0.00	(\$3,758.88)	\$53,021.16	\$0.00	In Bal \$53,021.16
502 - Frontier Trails SSD	(\$45,813.61)	\$4,155.00	(\$2,200.57)	\$0.00	\$0.00	(\$640.85)	(\$44,500.03)		In Bal (\$44,500.03)
500 - Developers Account	\$129,671.29	\$7,549.03	(\$10,111.84)	\$0.00	\$0.00		\$127,108.48	\$0.00	In Bal \$127,108.48
829 - Escrow-Baldwin Estates	\$1,489.61			\$0.00	\$0.00		\$1,489.61	\$0.00	In Bal \$1,489.61
860 - Escrow-Misty Hollow	\$1,121.79			\$0.00	\$0.00		\$1,121.79		In Bal \$1,121.79
861 - Escrow-Buck Run	\$15,756.81			\$0.00	\$0.00		\$15,756.81	\$0.00	In Bal \$15,756.81
862 - Escrow-Sumser Farms 1st A	\$3,218.91			\$0.00	\$0.00		\$3,218.91	\$0.00	In Bal \$3,218.91
864 - Inactive	(\$0.50)			\$0.00	\$0.00		(\$0.50)		In Bal (\$0.50)
				MTD Amounts	YTD Amounts		Begin + YTD		
Begin	\$1,454,644.18			\$0.00	\$1,699,412.45		\$1,042,616.12		
Receipt	\$35,964.09			Investments			\$0.00		
Disbursements	(\$126,053.47)			Petty Cash			\$0.00		
Transfers Rec/Disp	\$0.00			Savings			\$0.00		
Transfers JE	\$0.00			Money Market			\$0.00		
JE Payroll	(\$18,344.20)								
				Balance			\$1,346,210.60		In Balance

BALDWIN TOWNSHIP REGULAR MEETING

 **DRAFT**

JULY 1ST, 2024

Present – Supervisors Jay Swanson, Tom Rush, Alan Walker, Scott Case and Jeff Holm

Also Present – Dan Licht – Baldwin Township Planning & Zoning Administrator from The Planning Company (TPC)

Call to Order – The July 1st, 2024, regular Town Board meeting of Baldwin Township was called to order by Chair Jay Swanson at 7:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance

Additions/Corrections to Agenda

Approval of Regular Meeting Agenda With/Without Additions/Corrections – Rush/Case unanimous to approve as amended.

June 2024 Final Treasurer's Report – Beginning balance of \$1,004,085.87, receipts of \$685,582.64, disbursements of \$166,901.22, check numbers 27660 – 27723, minus check# 27677, 27679 and 27680, and 8 EFT payments leaving an unaudited balance of \$1,522,767.29.

July 2024 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$1,522,767.29, no receipts, disbursements of \$42,261.52, leaving an unaudited balance of \$1,480,505.77.

Sheriff's Report:

Deputy Wilson reported 234 calls for service for the month of June for Baldwin Township. with 8 dog complaints, 1 dog bite, 26 medical and 40 traffic stops. No burglaries, the rest are miscellaneous calls for service. Full report on file in the Clerk's Office.

Holm discussed County Road 19/38, County Road 38/100th Avenue and 297th/County Road 19 that does burn outs during the weekend.

Another issue is driving on County Road 2, following too close. Holm would like instant tickets wrote. Along with this is County Road 19 and County Road 2, passing on the right in a right-hand turn lane. A lot of people in these areas are walking, people at the cemetery and at Young Park.

Public Comment Requests: None

Approval of Consent Agenda – Holm/Case unanimous to approve

- Approve MN Association of Township Insurance Trust Invoice for \$22,706.00
- Approve Claim Form Over 90 Days for Mitchell DeMorrett
- Approve Claim Form Over 90 Days for Laura Anderson

- Approve Bogart, Pederson & Associates Professional Service Agreement for Northwood Ponds Development
- Approve Ordering 11 EMS Signs

 **DRAFT**

Fire Department Report:

Discuss/Approve/Disapprove Purchase of Fire Apparatus – Dan Corcoran, A representative from McQueen was at the meeting to answer any questions regarding the proposal/purchase of a Pierce Enforcer Pumper for Baldwin Township Fire Department. Baldwin Township Fire Department Apparatus Committee was also at the meeting. This Committee has had meetings for the fire truck and 25 pages was reviewed for the needs of truck. Dan explained that ordering a fire truck is like building a custom home. Rush asked how long it takes to build the truck and Corcoran explained 44 1/2-47 1/2 months. Manufacturing only has so many slots a year for building the apparatus, Corcoran explained. Rush asked if the August 1st deadline could be extended because we are waiting for the incorporation decision. Dan explained the only way this could be extended is for McQueen to purchase the truck on their line of credit and Baldwin could buy than. Pierce Manufacturing could not do any extensions. Case explained that regardless of if we become incorporated, we would still need the engine. Swanson went over the proposal for the engine. The first proposal was to pay in full and wait 4 years, which the Township does not want to do. The \$117,484.33 solidifies the price for the Township 4 years from now and puts us on the manufactures schedule. Swanson stated that a performance bond is very necessary which is \$3142.00. A performance bond is a performance and payment bond. If manufacturing closes their doors, this performance bond ensures some entity will perform on the contract. The purchase price is \$1,116,975.00 and we can subtract \$21,808.00 from the purchase price by signing the contract before July 31st 2024. If approved tonight, would be \$1,095,167.00 and \$117,484.33 down payment. Corcoran explained that there is a performance bond of \$3,142.00. Prices will be held until July 31st, 2024. Holm asked one of the Baldwin Fire Department Apparatus Committee Members why they chose Pierce over the other manufacturers. A Committee Member explained that they received a lot of recommendations from surrounding areas and pricing was also a factor. Case spoke to the Chief at Elk River Fire Department, and they have had fewer mechanical issues with Pierce trucks than other manufacturers.

Case made a motion to enter into the contract, Walker seconded the motion. \$117,484.33 money down, contingent on approving resolution on reimbursement bond and we will also take the \$117,484.33 out of the ARPA funds. \$3142.00 coming from fire department apparatus fund for the performance bond. Case/Walker took these as a friendly. Rush disapproved; motion passed.

Planning Items:

Discuss/Approve/Disapprove Resolution 24-26, Krotzer Simple Plat – Matthew and Leah Krotzer were at the meeting. Town Planner Licht read the planning report. Full report on file in the Clerk's office. **Case/Rush unanimous to approve.**

 **DRAFT**

Discuss Code Enforcements –

The meeting will be rescheduled with Jake's Tree Service.

Rush/Case unanimous to approve sending step 1 letters to PID# 01-00424-0220, 01-00553-0305 and PID# 01-00406-0510.

Swanson discussed the letter that Rum River Construction Consultants previously sent to a resident. The Resident responded back that they will not add a railing to the deck that is out of compliance. This will be sent to our Attorney.

Discuss/Approve/Disapprove Sherburne SSTS Ordinance Update -

Licht from TPC explained that Sherburne County is in the process of updating their SSTS ordinances as part of reviewing all their ordinances. Licht stated that for the update, for the most part, follows the current rules but there are a few optional provisions. This is something totally detached from the septic system such as adding an accessory building or a deck. Licht stated that he knows the Town Board is opposed to the septic compliance that goes along with adding a deck or something other than a bedroom to a house. Case stated that he is strongly opposed to having a septic compliance done for a deck. The County is asking for comments for proposed ordinance amendment for the public hearing scheduled for July 20th.

Licht from TPC stated that he would need a motion to draft a letter regarding this ordinance amendment. **Case/Rush unanimous to approve TPC drafting a letter regarding this ordinance amendment.** Case would like the County Commissioner copied on this letter.

Discuss/Approve/Disapprove Wind River Estates Drainage – Background is that the resident contacted Town Hall on drainage issues. Licht spoke to Baldwin Township Public Works Supervisor, Zac Good, asking who maintains this. Good indicated that this has never been maintained by the Township. This would be both the road and the stormwater. The legal document shows within the easement and signed by the Town Board at the time it was platted. The Town Attorney determined that even though it is in the town area, it was never accepted formally by the town. There is documentation from the past Township Engineer about concerns of engineering and/or construction of the improvements of the road and stormwater. The Engineer noted that some portions of the road were constructed outside of the road right of way. The Township Attorney determined that if the Town goes out to do any maintenance, it will become the Town's responsibility from that point going forward. The Township Attorney also determined that the Township doesn't have any responsibility for the stormwater maintenance facility. Case said that he agrees with the Town Attorney's recommendation. The Resident was requesting a pump be installed to get the water across the road. He is also going to talk to the association. Swanson explained that this wasn't fixed in 2003 and sounds like it hasn't been fixed now. Licht indicated that the Town Attorney needs to be asked if water can be pumped over the road. The Resident also asked what the obligation is of the Town to this private road/development. This road has not been accepted or the drainage problem. This is for discussion only at this time as there is nothing to approve/disapprove at this time.

 **DRAFT**

Discuss Tree Removal in Road Right Away by Elk Lake – Grading is starting next week. There is a tree in the road right-a-way. Licht said that this is a platted right a-ways and would be exempt. The Town owns this property. Statue 160.22

Licht recommends having Township Attorney review.

Rush/Walker unanimous to approve Licht from TPC contacting Township Attorney.

Cemetery Update: None

Tabled Items:

Discuss/Approve/Disapprove Recommendations from Hakanson Anderson on Survey of 285th Avenue - Rush/Case unanimous to table until the July 15th Town Board meeting.

Discuss Lake Diann Drainage off 133 ½ Street – Rush/Case unanimous to table until the July 15th Town Board meeting.

Discuss South Sandy Lake Stormwater Drainage Review – Rush/Case unanimous to table until the July 15th Town Board meeting.

New Business:

Discuss/Approve/Disapprove Hakanson Anderson Design and Bidding for the Culvert Replacement on 278th Avenue and 120th Street – Rush spoke to the Township Engineer. Going forward, the Engineer will take care of culvert replacements and they must be concrete. Hakanson Anderson is comfortable with TW Hauling doing concrete culvert. Swanson suggests Hakanson Anderson do the design/spec's. MnDOT would want the specs for this plan because this culvert is so close to Highway 169. Rush to contact Township Engineer to work on design. Rush to also contact MNDOT that they are aware of this upcoming construction. **Rush/Case unanimous to approve Hakanson Anderson doing design and contacting MNDOT.**

Discuss/Approve/Disapprove Pay Increase for Employees – Holm made a motion for a 4.5% increase; Walker seconded the motion, motion carried. This would be effective July 1st.

Rush/Case unanimous to approve this being for full time employees only

Rush recommends employee liaison doing quarterly one-on-ones with employees.

Announcements:

Any Other Business:

Swanson/Case unanimous to approve Clerk meeting with surrounding Township Clerks on July 19th at the Town Hall, including doughnuts.

Motion to Approve Bills for Payment – Rush/Case unanimous to approve check numbers 27720 – 27764 in the amount of \$48,675.62 and 4 EFT Payments for \$4327.11, for a total of \$53,002.73.

Adjourn - Holm/Rush unanimous to adjourn at 8:31 p.m.

 **DRAFT**

Submitted By: (s/) Joan Heinen
Clerk/Treasurer
Baldwin Township

Approved By: (s/) Jay Swanson
Chairman, Board of Supervisors
Baldwin Township

Date

Attendees: Mary Beth Torborg, Brian Torborg, Leah Krotzer, Matt Krotzer, Pam Burbank, Brandon Lage, Phil Holland, Mike Anderson and Chase Springman.

BALDWIN TOWNSHIP REGULAR MEETING

 **DRAFT**

July 15th, 2024

Present – Supervisors Jay Swanson, Tom Rush, Alan Walker, Scott Case and Jeff Holm

Jeff Holm arrived at 8:24 p.m.

Also Present – Matt Kind, Township Engineer from Hakanson Anderson and Mike Couri, Township Attorney arrived at 8:19 p.m.

Call to Order – The July 15th, 2024 regular meeting of Baldwin Township was called to order by Chairman Jay Swanson at 7:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance

Additions/Corrections to Agenda

Approval of Regular Meeting Agenda With/Without Additions/Corrections - Rush/Walker unanimous to approve as amended.

July 2024 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$1,522,767.29, Receipts of \$287,400.61, Disbursements of \$283,603.99 leaving an unaudited balance of \$1,526,563.91.

Public Comment Requests:

- Duane Pam Burbank – 30848 141st Street NW, Princeton: Culvert Replacement on Neighbors 2nd Driveway at PID# 01-00508-0114. The Burbank's were at the meeting to discuss the culvert replacement for their neighbor's culvert. Pam went through history with Walker and stated this is a safety concern and is falling apart. It is just sand and dirt. Pam is requesting that the Board honors the letter that Dan Licht sent to the homeowner. Duane explained that this driveway is illegal and was not done right. Burbanks are requesting a tar surface and a longer culvert be installed. Swanson stated the Town Board will consider.

Approval of Consent Agenda – Case/Walker unanimous to approve

- Approve Claim Form over 90 days for Jonathan Neal from the Fire Department
- Approve Special Closed Employee Performance Review Minutes for June 25th, 2024
- Approve Resignation of Jordan Inman from the Fire Department
- Approve Resignation of Ryan Cross from the Fire Department
- Approve LOA for Tony Maciej from the Fire Department
- Approve Town Hall Being Closed Wednesday, July 24th from 8:00 – Noon for Poll Pad Training at Sherburne County Government Center

Case discussed Fire Relief is having Garage Sale and all proceeds will go to the fire relief association.

Swanson read a compliment letter that was addressed to Baldwin Fire Department.

Engineering:

 **DRAFT**

Discuss/Approve/Disapprove Recommendations from Hakanson Anderson on Survey of 285th Avenue – The survey crew was out to the location this morning and supplemented with the north side of the street. They are focusing on the low side of the street so it's not all going on the south side of the road. The survey department will be working on this and Township Engineer, Matt Kind, will come up with a grading plan. Township Engineer, Matt Kind, to get property owners contact information to work together to minimize the problem. The property owner stated that this was not a problem 30 years ago. Swanson stated that they would like to do this once and for all and get this fixed. Kind indicated that they need to take some material out to fix the problem and come up with a grading plan. Swanson asked when the plan will be done to present to the Board. Swanson wants to make sure the drainage problem is fixed. Kind indicated this could be done with request for proposals to select contractors in the area for this project. This is just discussion at this time as there is nothing to approve/disapprove at this time. Rush asked how much this project will cost and this information is not available at this time.

Discuss/Approve/Disapprove LOC Reduction for The Oaks of Battle Brook 2nd Addition – Township Engineer, Matt Kind, recommends reducing of the letter of credit. Case/Walker approved. The line of credit is currently at \$630,834.38. Kind recommends a reduction of 50%. This would be reduced to \$315,417.19. Case/Walker took as a friendly to reduce LOC by 50%. **Case/Walker unanimous to approve.**

Discuss/Approve/Disapprove Releasing Stormwater Maintenance Agreement Escrow of \$2000 for The Oaks of Battle Brook 1st Addition
Township Engineer, Matt Kind, recommends releasing. **Rush/Case unanimous to approve.**

Discuss/Approve/Disapprove Releasing LOC for Gentle Winds
Matt Kind, Township Engineer, recommends releasing letter of credit.
Case/Rush unanimous to approve releasing by letter of credit for Gentle Winds.

Discuss/Approve/Disapprove 297th Traffic Control Plan – Rush/Case unanimous to approve traffic control proposal received from George Wojcicki at Excel Energy.

Discuss/Approve/Disapprove Culvert Replacement on 278th and 120th.
The survey was done today for both areas. Matt Kind to do RFP's (Request for Proposals) along with a list of contractors for the project. Kind will also do the access permit. Swanson would like this brought back to the August 5th meeting for authorization to move forward. Kind to submit plans for the agenda packet on August 5th. Rush asked if the paved part would be a part of this plan and Kind indicated yes. Swanson also wants the soil borings done. Kind indicated there is some settlement in the base on 278th. Kind requested a map of where to start and stop. Hakanson to do a change order

with Knife River to proceed. This is for discussion at this time as there is nothing to approve/disapprove at this time.

DRAFT

Discuss 305th Avenue Construction Observation and Administration Duties Between HR Green and Hakanson Anderson – HR Green and Hakanson Anderson will have a precon meeting with Knife River and any other subs. This will be Wednesday, July 24th at 10:00 a.m. Swanson asked if Hakanson Anderson would be willing to take on the project with HR Green's design. Kind indicated that they could. Hakanson Anderson would be taking over everything after the design stage, such as testing, surveying, etc. Seth Monroe with Hakanson Anderson would do the construction observation. Someone would have to be there all day when it's paved. Once Hakanson has the precon meeting, HR Green can back away from the project. HR Green is responsible for the design plan. Case asked that Kind notify the Clerk on when 305th avenue will be closed. Kind is going to recommend that one lane stays open. Rush is also concerned about the warranty of the road. Swanson asked Hakanson for numbers on construction costs for 305th. This will be worked on by Hakanson Anderson.

Discuss Lake Diann Drainage off 133 ½ Street – Kind spoke to the County to get history information on this area. They hired Bogart for the plans. Kind asked Bogart to finish the plans. There shouldn't be any engineering costs in this, it's just time and materials.

Rush/Case unanimous to approve going out for quotes for this project. Bogart to do the RFP's. and send it to the Clerk.

Discuss South Sandy Lake Stormwater Drainage Review – Case/Rush unanimous to approve having Kind talk to Bogart on the design Bogart previously did.

Discuss/Approve/Disapprove Culvert Replacement for PID# 01-00508-0114 – Kind indicated he has seen a lot worse culverts. The culvert functions and does what it needs to do Kind stated. Messer spoke that the trailers have never touched the culvert. Messer wants to add onto the culvert. Kind indicated that 6 feet added onto the culvert should fix the problem. Case made a recommendation for the Engineer to work with Messer on what to add to the culvert. This is discussion only at this time.

Schedule Workshop Meeting for Road Projects, CIP and Engineering – Swanson would like to know what the goal is for the meeting. Typically, Hakanson gets a request from the Town Board, a CIP is annually done and updated to have a 3-year plan. The CIP would be the plan going forward and what the road cycle is. How much traffic the road gets, life of the road, etc. Plans are done over the winter and bids are done in the spring. **Rush/Case unanimous to schedule meeting for June 24th at 11:00 a.m.**

Jeff Holm arrived at 8:24 p.m.

Discuss/Approve/Disapprove Resolution 24-27 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code – Case/Walker approved.

Swanson updated Holm on the resolution.

Roll call was called.

Walker-yah, Rush-nah, Holm-yah, Case-yah, Swanson-yah.

Motion Carried.

 **DRAFT**

Frontier Trails Update: Swanson indicated that quotes need to be done for ventilation in building, so it doesn't get too hot in the building.

Discuss Frontier Trails Financials – Swanson read over the financials of 2024 for Frontier Trails. The Township has taken in approximately \$12,000 and expenditures of \$32,000. The Board will need to look at what the utility bills will need to be going forward. There is an expenditure from Steinbrecher for repairs of about \$13,000, which is included in the \$32,000.

Road Report:

Discuss Public Works Report – Full Public Works Report on file in the Clerk's Office.

Discuss New Plow Truck Delays – J-Craft has pushed the delivery of the plow truck out to December. **Rush/Case unanimous to look into different outfitting.**
Holm disapproved; motion carried.

Discuss/Approve/Disapprove 5-Ton Load Limit Signs Posted on Chip Seal Over Gravel Areas. The area that is affected would be West Elk Lake, Lake Dianne, South Sandy Lake and East Sandy Lake. Case and Holm do not recommend doing this due to lumber deliveries, etc. State statute is they are 9 ton roads unless posted otherwise.
Holm/Case unanimous to disapprove.

Discuss/Approve/Disapprove Public Works Using On-Site Gas Tank – The request is to get an on-site gas tank for public works gasoline. **Rush made a motion to get a 350-gallon tank for Public Works. Case seconded the motion, motion carried.**

Discuss/Approve/Disapprove Public Works Supervisor Webinar/Training on CIP's
Case/Holm unanimous to approve CIP course of \$249.00.

Park Committee Report:

Discuss Damage to Culvert at Sandy Lake Beach, Causing Beach to Washout – **Holm/Case unanimous to approve Hakanson Anderson looking at the culvert in this area.**

Tabled Items:

Discuss/Approve/Disapprove Resolution 24-23; Spending ARPA Funds on Lost Revenue Replacement Category – **Holm/Case unanimous to approve.**

 DRAFT

Discuss/Approve/Disapprove NSU Proposal – Rush is questioning who pays for the certification for Public Works to get certified. Couri, Township Attorney, stated that these costs can be charged to the SSD and our accountants would agree. Rush believes it is cheaper and they have their own supplies if you contract this out. Holm asked Couri if we did pursue NSU, would we be required to go out for RFP's. Couri indicated it depends on how this is classified. Couri stated that this is just maintenance and operation of the SSD, not an improvement to real estate. Swanson indicated that Public Works Supervisor would have his class C license by next July. Swanson indicated that discussion should have started with finding an outsource operator at the beginning. Should costs for certification go to Frontier Trails or general fund? Case indicated this is our only system and it should be paid for by Frontier Trails. **Swanson made a motion to disapprove NSU, Case seconded the motion to disapprove, Rush approved. Motion did not carry.** Holm would like more research on what is needed to manage this system.

Rush left at 8:59 p.m.

Discuss/Approve/Disapprove Snowplow Wages for Upcoming Season – Holm/Case to table until 2nd meeting in September.

New Business:

Discuss/Approve/Disapprove Wage Increase for Admin Support – Holm/Case unanimous to approve increase of 4.5% COLA for Admin Support beginning July 1st, 2024.

Discuss Cannabis Zoning, Fire, Building Codes and Registration Fees

Cannabis Zoning - Case indicated we need to set fees and policies. Because our population is under 12,500, we would only have to do one cannabis business. Couri recommends looking at the zoning side of this. Case recommends this be sent to Dan Licht and The Planning Commission.

Case/Holm unanimous to approve sending to The Planning Commission. Holm made a friendly for Licht to reach out to the County.

Fire and Building Codes – Case recommends adopting a fire code ordinance. Case would like a knox box for commercial buildings. Case wants to know if this is what the Board would like him to do. Case indicated if the Board wants a Fire Code Official, Case would like some guidelines to go by. Couri stated that Baldwin may not be able to alter the MN Fire Codes. This would be mostly group homes and assisted living facilities. Andy from Rum River Consultants stated the building code cannot be less restrictive, but the fire code can. Examples would be knox boxes, inspections of restaurants, etc. Andy indicated that this is the beginning of a workshop, and more talk needs to happen in the future.

Holm made a motion to move forward with perimeters of a fire code official, Walker seconded the motion, motion carried. Case abstained.

Discuss/Approve/Disapprove Deputy Clerk Wage – Case/Walker unanimous to approve \$23.00.

Discuss/Approve/Disapprove Code Enforcement for Deck Railing on PID# 01-00486-0215 – Case/Walker unanimous to forward onto our Township Attorney

Discuss/Approve/Disapprove Website/Social Media Communication – Holm/Case unanimous to approve posting on website and newsletter only. This would be major events and expenditures including the purchase of a Fire Truck.

Discuss/Approve/Disapprove Medical Insurance Waiting Period of the First of the Month Following 30 Days of Employment – Case/Holm unanimous to approve.

Discuss Checking Signing/Expenditure Procedures – Case/Holm unanimous to approve moving to consent agenda with a listing of claims. The Town Board has previously reviewed all checks at the end of the meeting. The procedure being discussed is for The Clerk to send the claim list to the Town Board in the agenda packet. Holm did a friendly asking for additional review of some vendors and claims over \$3500.00 highlighted on the claims list. **Holm/Case/Walker approved; Swanson disapproved. Motion carried.**

Discuss/Approve/Disapprove Resolution 24-29 Remnant Orderly Annexation Agreement – Holm/Case unanimous to approve.

Close Meeting for Incorporation Litigation per Attorney Request
Case/Holm made a motion to close the meeting at 10:00 p.m.
Case/Walker made a motion to open the meeting at 10:36 p.m.

Discuss/Approve/Disapprove OSHA Settlement Agreement – Swanson/Case unanimous to approve subject to a written agreement. Public Works Supervisor to attend 10-hour OSHA Training Course.

Discuss/Approve/Disapprove Resolution 24-28 Appointing Election Judges
Holm/Case unanimous to approve.

Announcements:

Any Other Business:

Swanson/Case unanimous to approve shadow box for Marv's True Value to posting agendas and public hearing notices.
Friendly was made by Swanson to spend up to \$250.00.

Motion to Approve Bills for Payment – Case/Walker unanimous to approve check numbers 27765 – 27809 for \$191,145.73, 5 EFT Payments for \$5452.14, 35 ACH Payments of \$44,744.60 for a total of \$241,342.47.

Adjourn – Holm/Walker unanimous to adjourn at 10:59 p.m.

 **DRAFT**

Submitted By: (s/) Joan Heinen
Clerk/Treasurer
Baldwin Township

Approved By: (s/) Jay Swanson
Chairman, Board of Supervisors
Baldwin Township

Date

Attendees: Christi Miller, Baldwin Township Public Works Supervisor Zac Good, Duane & Pam Burbank, Ron Messer, Cindy Messer, Bryan Lawrence, Baldwin Township Building Official Andy Schreder and Chase Springman.

BALDWIN TOWNSHIP REGULAR MEETING

September 9th, 2024

 **DRAFT**

Present – Supervisors Jay Swanson, Tom Rush, Alan Walker, Scott Case and Jeff Holm

Also Present – Dan Licht; Township Zoning and Planning Administrator from The Planning Company. (TPC)

Call to Order – The September 9th, 2024 regular meeting of Baldwin Township was called to order by Chairman Jay Swanson at 7:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance

Additions/Corrections to Agenda

Approval of Regular Meeting Agenda With/Without Additions/Corrections - Rush/Case unanimous to approve as amended.

August 2024 Final Treasurer's Report – Beginning balance of \$1,557,281.10, receipts of \$45,093.72, disbursements of \$166,171.30 Check #'s 27816 – 27919 minus check# 27913 and 10 EFT payments leaving an unaudited ending balance of \$1,436,203.52.

September 2024 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$1,436,203.52, disbursements of \$17,104.85, disbursements of \$115,274.51 Check #'s 27920 – 27961 leaving an unaudited balance of \$1,338,033.86.

Sheriff's Report – Deputy Wilson reported 270 calls for service for Baldwin Township in the month of August. There were 5 motor vehicle accidents, they assisted with 4 fire calls, 41 security/house checks, 2 thefts which were a trailer stolen. There was also a theft at Marv's in which the person was arrested. The rest were miscellaneous calls for service.

Public Comment Requests - None

Approval of Consent Agenda – Rush/Case unanimous to approve

- Approve Claims List
- Approve Town Board Meeting Minutes for June 17th, 2024
- Approve Special Town Board Meeting Minutes for June 24th, 2024

Oath of Office Fire Department Members; Laura Anderson, Mitchell DeMorrett and Jon Neal

Fire Department Report: Captain Torborg reported 37 calls for service in the month of August. 23 medicals, 4 fires caused from the recent storms, 5 CO calls, 1 utility, 4 hazard calls.

Discuss/Approve/Disapprove Fire Department New Hire Brandon Wren Pending Background and Pre-Employment Physical – Interviewed with 5 panel board from the Fire Department.
Rush/Holm unanimous to approve.

 **DRAFT**

Discuss/Approve/Disapprove Fire Department New Hire Ryan Montreuil Pending Background and Pre-Employment Physical – Interviewed with 5 panel board from the Fire Department.
Holm/Rush unanimous to approve.

Discuss/Approve/Disapprove Fire Department New Hire Tad Sillman Pending Background and Pre-Employment Physical – Interviewed with 5 panel board from the Fire Department.
Holm/Rush unanimous to approve.

Planning Items:

Discuss Building Permits for July 2024 – The Town Board reviewed July 2024 Building Permits.

Discuss Code Enforcements –

Dan Licht from TPC stated that there has been a site meeting with Jakes Top Notch regarding fire code issues. Property Owner is working with Fire Chief and Licht.

PID# 01-00406-0510: Direction to send Administration Notice –

PID# 01-00031-4300: Request approval to send step 1 letter –

PID# 01-00545-0210: Request approval to send step 1 letter –

PID# 01-00418-0125: Request approval to send step 1 letter –

PID# 01-00553-0225: Request approval to send step 1 letter/copy of town ordinance –

Use of RV for dwelling: Request approval to inspect and send step 1 letter –

PID# 01-00014-1310: Fence Construction –

Dan Licht from TPC to send step 1 letters. Dan will also be looking at the fence construction on PID# 01-00014-1310.

Discuss/Approve/Disapprove Resolution 24-34 Variance for Jake Bayerl; 28145 Elk Lake Road East – Dan Licht with TPC went over the planning report. Full report on file in the Clerk's Office.

Holm/Case unanimous to approve contingent on 4 conditions be met.

Discuss/Approve/Disapprove Resolution 24-35 Variance for Kevin and Elizabeth Reem; 28543 100th Street N.W. – Dan Licht with TPC went over the planning report. Full report on file in the Clerk's Office.

Holm/Case unanimous to approve contingent on 4 conditions be met.

Discuss/Approve/Disapprove Resolution 24-36 Site and Building Plans for Baldwin North LLC; 32018 125th Street –

Dan Licht with TPC went over the planning report. Full report on file in the Clerk's Office.

Holm/Walker unanimous to approve contingent on 4 conditions be met.

Discuss/Approve/Disapprove Resolution 24-37 Interim Use Permit for The Oaks of Battle Brook LLC; 31585 124th Street N.W. –

Dan Licht with TPC went over the planning report. Full report on file in the Clerk's Office.
Holm/Walker unanimous to approve contingent on 12 conditions be met.

Cemetery Update - None

 **DRAFT**

Tabled Items:

Discuss/Approve/Disapprove Adding Fund 900 for Long Term Liability –
Case/Walker unanimous to approve adding fund 900.

New Business:

Discuss Insurance Agent for Property/Casualty Through League of Minnesota Cities – Case/Holm unanimous to approve Clerk working with Zachman Insurance

Discuss HR Green Invoice – Case/Rush unanimous to approve sending a letter.

Discuss/Approve/Disapprove Creation of Subcommittees to Research Renovations/Additions to Current Town Hall, Fire Hall and Maintenance Facilities
– This was on Holm's 2024 goals. Holm would like to create subcommittees from the Fire Department, Maintenance and Town Hall. **Holm made a motion** to create these subcommittees. **Walker seconded the motion, motion carried.** Swanson asked if Holm was willing to work on creating these subcommittees and Holm agreed. A friendly was made to include residents in these subcommittees.

Discuss/Approve/Disapprove Revisions to Baldwin Salary & Payment Schedule –
Clerk to update and bring back to the Town Board at the September 23rd Town Board meeting.

Discuss/Approve/Disapprove Termination of Summer Help – Case/Rush unanimous to approve.

Schedule Special Town Board Meeting in October with Frontier Trails Residents –
October 9th or 10th at 7:00 p.m. Clerk to check with Attorney and Accountant on the best date.

Discuss/Approve/Disapprove Repair Quote of \$16,518.23 for 2002 Case Loader –
Case/Rush unanimous to approve.

Discuss/Approve/Disapprove Ditch Mowing – Rush spoke on the start date of doing the fall ditch mowing.

Rush/Holm unanimous to approve ditch mowing to start the week of September 16th.

Discuss/Approve/Disapprove Launching of Hot Air Balloon at Young Park –

Case would like information sent to the Fire Department along with a video.

Holm would like to know if they need an exclusive area, are they restricting people from coming into the park. Holm stated that we should investigate this legally.

Rush would like to know how many times they want to use the park.

Case is concerned on safety and what restrictions are needed. Rush stated we need more information. Swanson asked if the Fire Chief would contact them on if this is a one time launch, safety issues and when they want to launch. If Fire Chief approves, Swanson will check with the Township Attorney.

 **DRAFT**

Announcements:

- a. Special Planning Commission Meeting, Wednesday, September 18th, 2024 at 7:00 p.m.
- b. Park Committee Meeting, Thursday, September 19th, 2024 at 7:00 p.m.
- c. Next Town Board Meeting, Monday, September 23rd, 2024 at 7:00 p.m.
- d. Clerk at LMC Academy All Day on September 12th and 13th, 2024
- e. Fire Department Open House September 14th, 2024 from 11:00 a.m. to 3:00 p.m.
- f. FunFest at Young Park September 28th, 2024 from 11:00 a.m. to 3:00 p.m.
- g. City of Baldwin Mayor/City Council Candidate Forum September 11th, 2024 at 6:30 p.m. at Princeton Primary School, 1206 7th Avenue North, Princeton
- h. Lawrence is having a burger bash September 15th from 5:00 p.m. to 8:00 p.m.

Any Other Business:

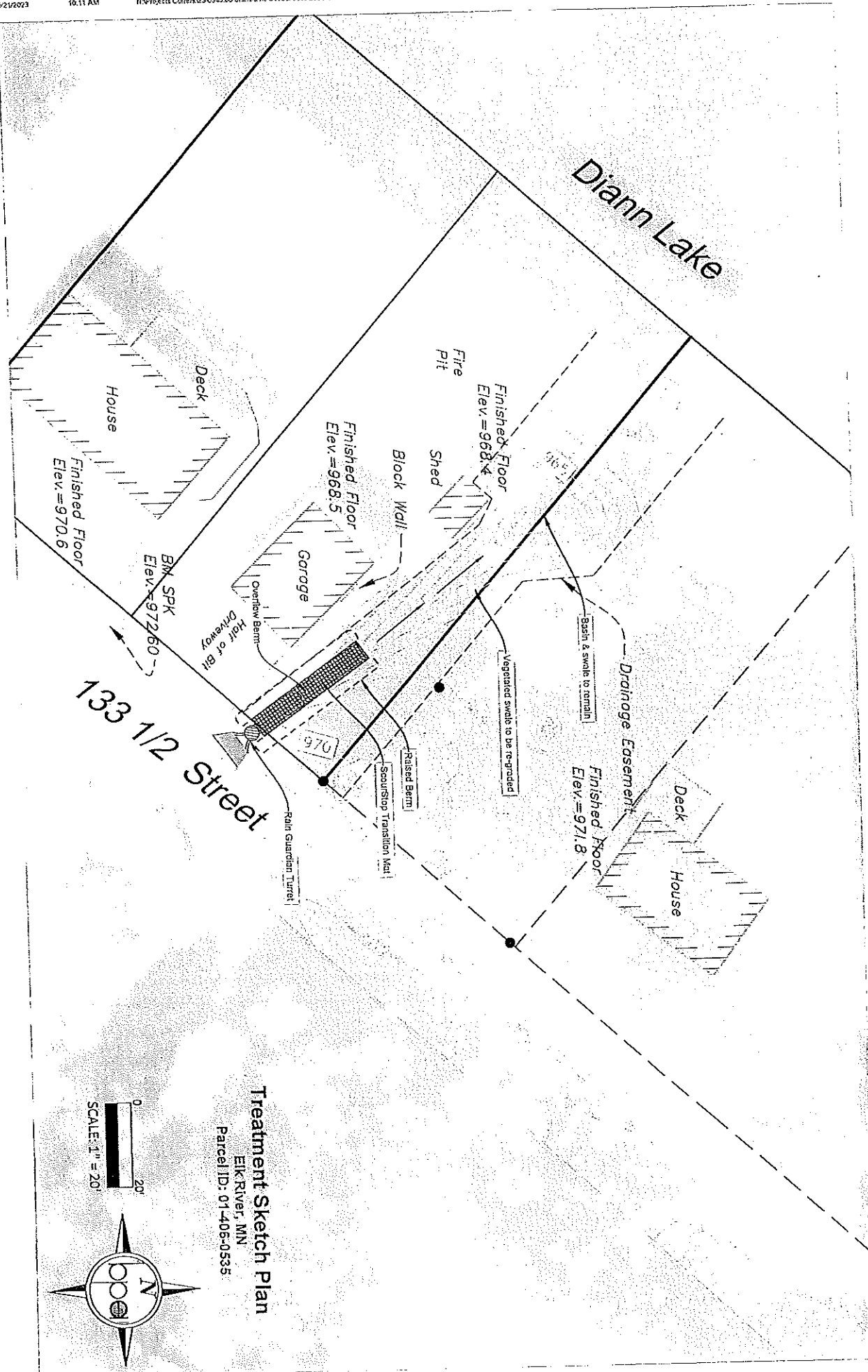
Adjourn – Rush/Walker unanimous to adjourn at 7:45 p.m.

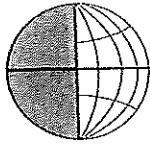
Submitted By: (s/) Joan Heinen
Clerk/Treasurer
Baldwin Township

Approved By: (s/) Jay Swanson
Chairman, Board of Supervisors
Baldwin Township

Date

Attendees: Baldwin Township Public Works Supervisor-Zac Good, Kedrick Johnson, Jake Bayerl, Kelli Duerr, Kevin Reem, Ron & Cindy Messer, Bruce West, Mike Anderson, Eric Dahlberg, Valerie Dahlberg, Phillip Holland, Jackie Pack, Jon Neal, Madision Neal, Laura Anderson, Gina Hennen, Kim Hennen, Alyssa Julik, Mitch DeMorrett, Brian Torborg, Travis Ekbohm, Joss Jondahl and Jacob Julik.





**Bogart, Pederson
& Associates, Inc.**

CIVIL ENGINEERING
LAND SURVEYING
ENVIRONMENTAL SERVICES

Traditional Values • Creative Solutions

Project Name: Lake Diann Stormwater BPM
Project Location: Baldwin Twp, Sherburne County
Project Number: 23-0390.00
Prepared By: CJD
Checked By: CJD

Engineers Opinion of Construction Cost

Preliminary Opinion

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Base Bid Section 100 Items - Sanitary Sewer					
Subtotal - Sanitary Sewer					
Base Bid Section 200 Items - Watermain					
Subtotal - Watermain					
Base Bid Section 300 Items - Storm Sewer					
309	Rain Guardian Turret	Each	1.00	\$3,500.00	\$3,500.00
Subtotal - Storm Sewer					\$3,500.00
Base Bid Section 400 Items - Street Construction					
401	Test Rolling (Road)	Lin Ft	50.00	\$1.50	\$75.00
403	Subgrade Preparation	Sq Yd	27.78	\$5.00	\$138.89
404	Aggregate Base, Class 5	Ton	12.94	\$20.00	\$258.75
405	Select Granular Borrow (CV)(P)	Cu Yd	10.65	\$12.00	\$127.78
407	Bituminous Material for Tack Coat	Gal	1.76	\$3.00	\$5.27
408	Bit Wearing Course Type SPWEA240B (1.5")	Ton	2.66	\$90.00	\$239.34
409	Bit Non-Wearing Course Type SPNWB230B (2")	Ton	3.55	\$90.00	\$319.13
417	Traffic Control	Lump Sum	1.00	\$500.00	\$500.00
424	Sign - Keep Off - Infiltration Area (X3-6A)	Each	6.00	\$300.00	\$1,800.00
Subtotal - Street Construction					\$3,464.16
Base Bid Section 500 Items - Grading, Removals, & Erosion Control					
501	Mobilization	Lump Sum	1.00	\$3,000.00	
502	Clearing and Grubbing	Lump Sum	1.00	\$1,000.00	\$1,000.00
504	Sawcut Bituminous	Lin Ft	40.00	\$5.00	\$200.00
505	Remove Bituminous Pavement	Sq Ft	250.00	\$4.00	\$1,000.00
510	Remove Misc.	Lump Sum	1.00	\$4,000.00	\$4,000.00
528	ScourStop Transition Mat	Sq Ft	170.00	\$15.00	\$2,550.00
532	Common Excavation (P) / Grading Swale	Lump Sum	1.00	\$7,000.00	\$7,000.00
533	Export	Lump Sum	1.00	\$2,000.00	\$2,000.00
543	Silt Fence, Type MS	Lin Ft	180.00	\$2.00	\$360.00
546	Seeding	Acre	0.05	\$500.00	\$25.54
548	Seed Mixture (220 Lb/Ac)	Lb	11.24	\$4.00	\$44.95
550	Disk Anchoring	Acre	0.05	\$300.00	\$15.32
551	Fertilizer (350Lb/Ac)	Lb	17.88	\$1.00	\$17.88
552	Mulch Material Type 3 (2 Tons/Ac)	Ton	0.10	\$500.00	\$51.08
Subtotal - Grading, Removals & Eros. Con.					\$18,264.77
Subtotal - Sanitary Sewer					
Subtotal - Watermain					
Subtotal - Storm Sewer					\$3,500.00
Subtotal - Street Construction					\$3,464.16
Subtotal - Grading, Removals & Eros. Con.					\$18,264.77
Base Bid Total					\$25,228.93
20% Contingency					\$5,045.79
Base Bid + 20% Contingency Total					\$30,274.71

Joan Heinen

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Thursday, June 06, 2024 9:03 AM
To: Baldwin Maintenance
Cc: Joan Heinen; Tom Rush
Subject: RE: Lake Diann Stormwater Easement

I've just looked through the emails and photos about this garage flooding issue. The site plan provided indicates this was brought up in 2023 and a plan to mitigate the runoff was created by BP.

Some of my thoughts and questions are the following:

1. The structure is at least 50-60 years old, why is this an issue now? What has changed on the property over time? Has the road changed? Did the drive settle?
2. Why does the resident think the Town should pay for some/all of the work when their lot appears has historical grading issues, and a less than acceptable grading within their property?
3. Why hasn't this swale and rain guardian been built yet? Who's paying for it?
4. What obligation does the resident think they have to provide a well draining property?
5. Negative slope drives are a last resort design to begin with, and worse when there's no positive slope away from the structure at the bottom of the slope. This garage has very minimal positive drainage, and what I do see from the pics is that it drains SW'ly towards the house and not NE'ly to the side of the lot. Perhaps the drive has settled and where it used to drain away from the house, now it drains towards the house.
6. This is the second situation like this at a low point in a road that the Town is being asked to fix. Given the abundance of ex-cabins lots turned into year around dwellings and the minimum amount of thought used when originally built 50-70 years ago, this could be an ongoing issue that has a significant cost to the Town.
7. For the Miller property, I asked the resident to do their part in fixing some of the grading within their property so it drains away from structures and doesn't pond. In this case, there should be some expectation that the owner will make some improvements of their own along with what the Town may do. If only one part of the solution is executed, the problem isn't completely fixed.
8. When we have a rainy spring with heavy downpours, with that drive grade and garage elevation, they will get water in the garage just from the rain that falls on the drive alone...not counting any runoff from the street. All the Town can do is reduce the impact of street runoff, it won't be 100% eliminated.

If anyone want to discuss this issue and provide some context so I better understand, feel free to call me.

612-599-6668

Thanks,

Matt



**Hakanson
Anderson**

Matthew Kind, P.E., Senior Project Engineer

3601 Thurston Avenue

Anoka, MN 55303

Phone: (763) 427-5860

From: Baldwin Maintenance <Maintenance@baldwintwpmn.com>
Sent: Thursday, June 6, 2024 7:58 AM
To: Matthew Kind <matthewk@haa-inc.com>
Cc: Joan Heinen <Town.Clerk@baldwintwpmn.com>; Tom Rush <trush@baldwintwpmn.com>
Subject: Lake Diann Stormwater Easement

Hi Matt,

We have a concern brought to our attention by a resident experiencing flooding of their garage. I have met with S.W.C.D and reviewed this site, attached is a plan they had developed.

Would you review and comment?

Thanks,
Zac

Zachary Good
Maintenance@Baldwintwpmn.com
Public Works Supervisor
763.286.3394 - mobile

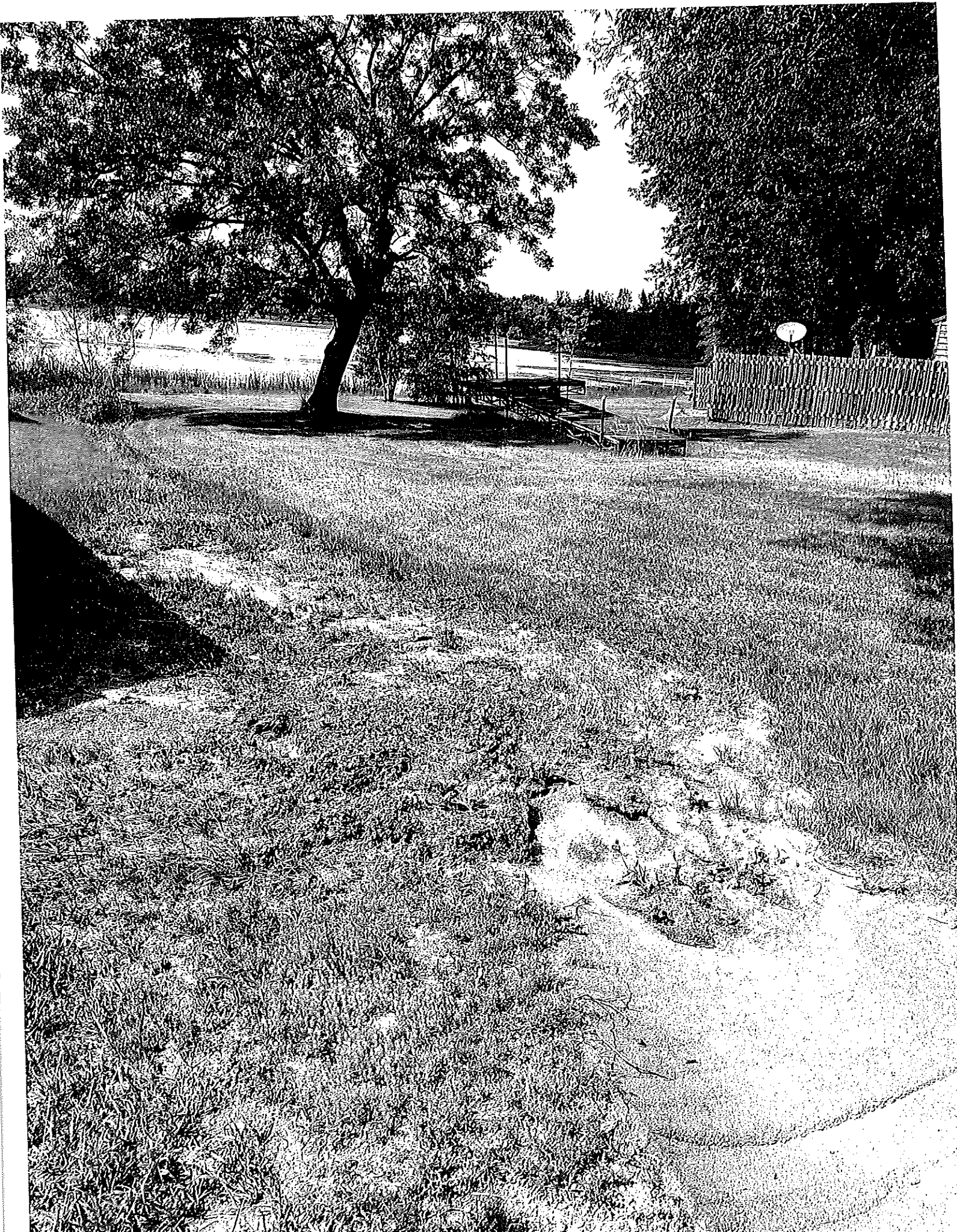


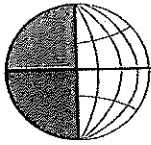
Baldwin Township
30239 128th Street
Baldwin Township, MN 55371
763.389.2751-fax











**Bogart, Pederson
& Associates, Inc.**

CIVIL ENGINEERING
LAND SURVEYING
ENVIRONMENTAL SERVICES

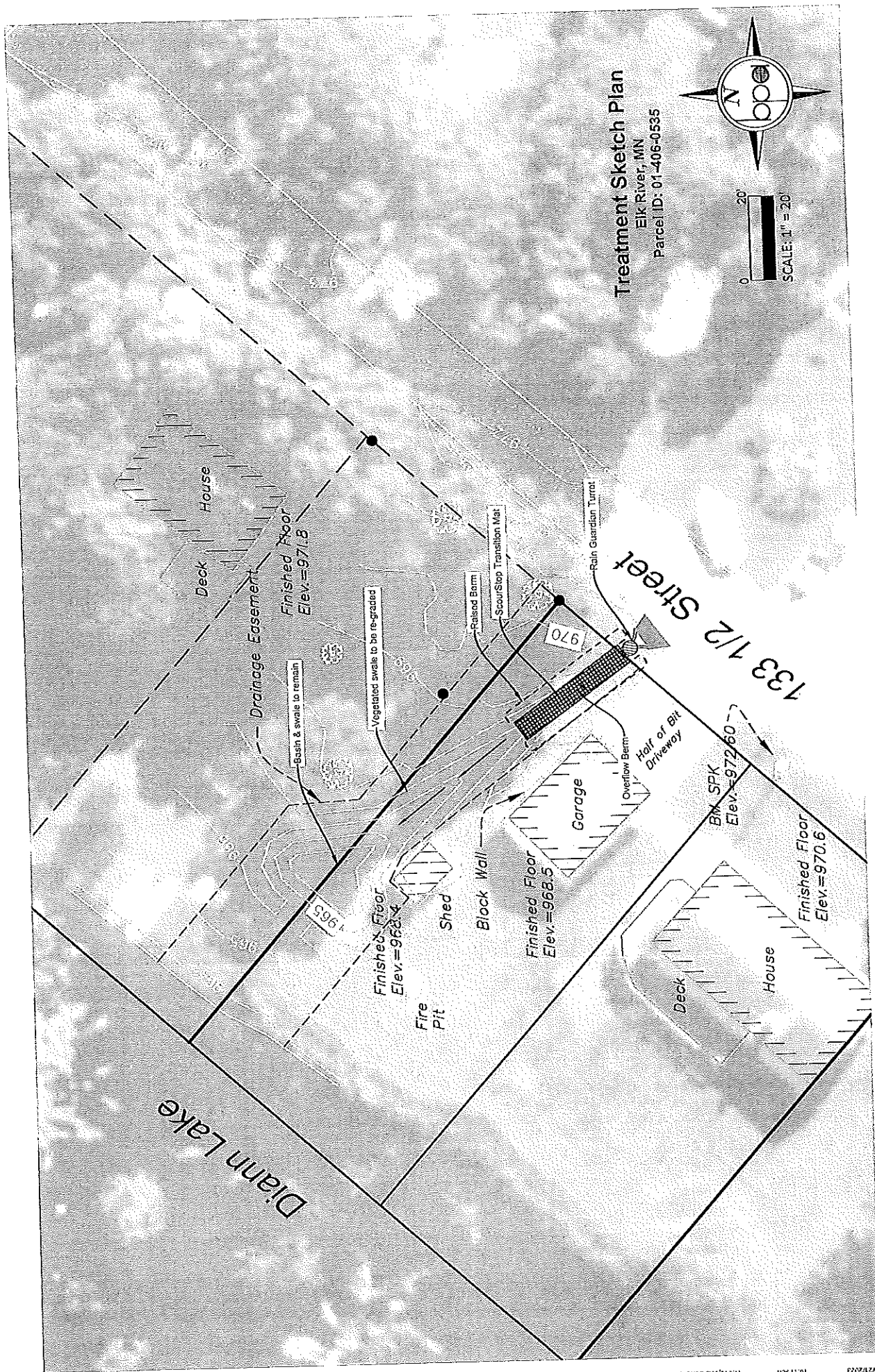
Traditional Values • Creative Solutions

Project Name: Lake Diann Stormwater BPM
Project Location: Baldwin Twp, Sherburne County
Project Number: 23-0390.00
Prepared By: CJD
Checked By: CJD

Engineers Opinion of Construction Cost

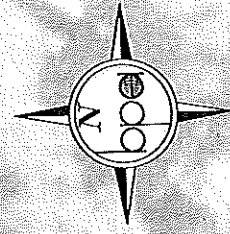
Preliminary Opinion

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424	Sign - Keep Off - Infiltration Area (X3-6A)	Each	6.00	\$300.00	\$1,800.00
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505	Remove Bituminous Pavement	Sq Ft	250.00	\$4.00	\$1,000.00
510	Remove Misc.	Lump Sum	1.00	\$4,000.00	\$4,000.00
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Base Bid Total					\$25,228.93
20% Contingency					\$5,045.79
Base Bid + 20% Contingency Total					\$30,274.71



Treatment Sketch Plan

Elk River, MN
Parcel ID: 01-406-0535



Joan Heinen

From: Baldwin Maintenance
Sent: Monday, June 17, 2024 4:07 PM
To: Joan Heinen
Cc: Tom Rush
Subject: FW: Diann and Sandy Stormwater Prelim Plans
Attachments: 23-0390.00 Lake Diann_Sherburne SWCD_Prelim EOCC_09272023.pdf; 23-0390.00 Lake Diann_Sherburne SWCD_Prelim Sketch Plan _09272023.pdf; 23-0391.00 Sandy Lake Access_Sherburne SWCD_Prelim EOCC_09282023.pdf; 23-0391.00 Sandy Lake Access_Sherburne SWCD_Prelim Sketch Plan_09282023.pdf

From: Frances Gerde <fgerde@sherburneswcd.org>
Sent: Friday, October 27, 2023 12:06 PM
To: Baldwin Maintenance <Maintenance@baldwintwpmn.com>
Cc: Dan Cibulka <dcibulka@sherburneswcd.org>
Subject: Diann and Sandy Stormwater Prelim Plans

Hello Zac,

I apologize for the delay on sending you these plans! The cost estimates include some work that the Township might be able to do in house so the total cost might be a little inflated but that is something we can work through as more detailed plans are formed. I just wanted to send these as-is so you can share with the board and get any feedback. If you would like to set up a time to discuss the plans and talk through any changes you think might need to be made I'm sure we can set something up with Chris from Bogart-Pederson. Let me know your initial thoughts, thanks!

Have a great weekend!



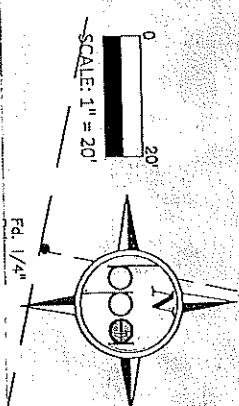
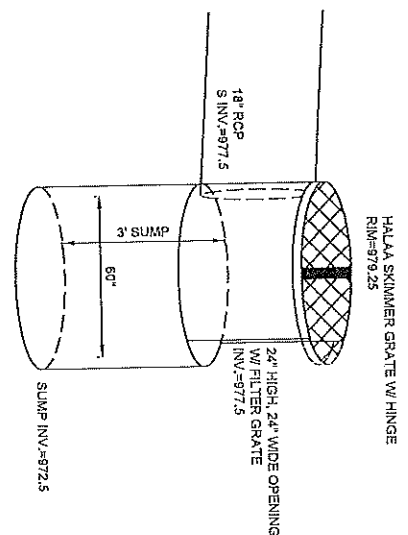
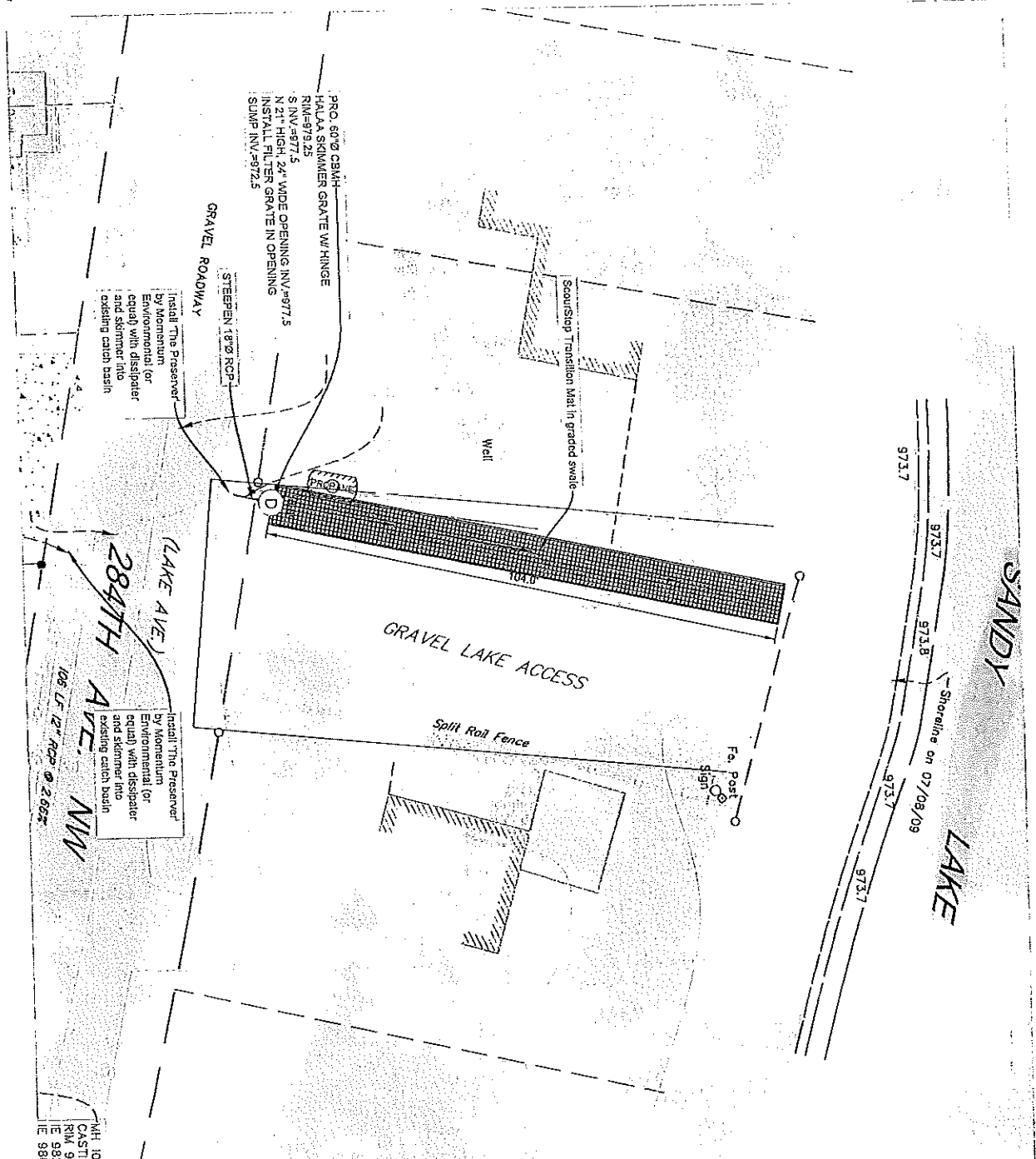
**Sherburne
SWCD**

Franny Gerde
Urban Conservationist

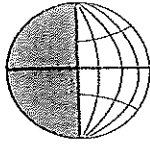
fgerde@sherburneswcd.org
763-220-3434 x 104

Sherburne Soil & Water Conservation District
425 Jackson Ave NW
Elk River, MN 55330
763-220-3434
www.sherburneswcd.org





Treatment Sketch Plan
Baldwin Township, MN
Parcel ID: 01-407-0001

**Bogart, Pederson
& Associates, Inc.**CIVIL ENGINEERING
LAND SURVEYING
ENVIRONMENTAL SERVICES*Traditional Values • Creative Solutions*

Project Name:	Sandy Lake Access Stormwater BPM
Project Location:	Baldwin Twp, Sherburne County
Project Number:	23-0391.00
Prepared By:	CJD
Checked By:	CJD

Engineers Opinion of Construction Cost**Preliminary Opinion**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Base Bid Section 100 Items - Sanitary Sewer					
Subtotal - Sanitary Sewer					
Base Bid Section 200 Items - Watermain					
Subtotal - Watermain					
Base Bid Section 300 Items - Storm Sewer					
301	Connect to Existing Storm Sewer	Each	1.00	\$1,000.00	\$1,000.00
304	48" Dia. Storm MH w/ Casting	Each	1.00	\$4,500.00	\$4,500.00
305	48" Dia. Storm MH (5' Deep)	Each	1.00	\$4,500.00	\$4,500.00
309	HALLA 48" Skimmer Grate	Each	1.00	\$1,200.00	\$1,200.00
332	The Preserver 0"-15" Skimmer (S15)	Each	1.00	\$2,700.00	\$2,700.00
333	The Preserver 16"-21" Skimmer (S21)	Each	1.00	\$4,000.00	\$4,000.00
337	The Preserver 0"-15" Dissipator (D15)	Each	2.00	\$3,500.00	\$7,000.00
Subtotal - Storm Sewer					\$24,900.00
Base Bid Section 400 Items - Street Construction					
417	Traffic Control	Lump Sum	1.00	\$500.00	\$500.00
424	Sign - Keep Off - Infiltration Area (X3-6A)	Each	8.00	\$300.00	\$2,400.00
Subtotal - Street Construction					\$2,900.00
Base Bid Section 500 Items - Grading, Removals, & Erosion Control					
528	ScourStop Transition Mat	Sq Ft	832.00	\$13.00	\$10,816.00
532	Common Excavation (P) / Grading Swale	Lump Sum	1.00	\$14,500.00	\$14,500.00
543	Silt Fence, Type MS	Lin Ft	200.00	\$2.00	\$400.00
546	Seeding	Acre	0.07	\$500.00	\$37.01
548	Seed Mixture (220 Lb/Ac)	Lb	16.28	\$4.00	\$65.13
550	Disk Anchoring	Acre	0.07	\$300.00	\$22.20
551	Fertilizer (350Lb/Ac)	Lb	25.90	\$1.00	\$25.90
552	Mulch Material Type 3 (2 Tons/Ac)	Ton	0.15	\$500.00	\$74.01
Subtotal - Grading, Removals & Eros. Con.					\$30,140.26
Subtotal - Sanitary Sewer					
Subtotal - Watermain					
Subtotal - Storm Sewer					\$24,900.00
Subtotal - Street Construction					\$2,900.00
Subtotal - Grading, Removals & Eros. Con.					\$30,140.26
Base Bid Total					\$57,940.26
20% Contingency					\$11,588.05
Base Bid + 20% Contingency Total					\$69,528.31

09/11/2024
95024032-2
*** Puhalla, Mike

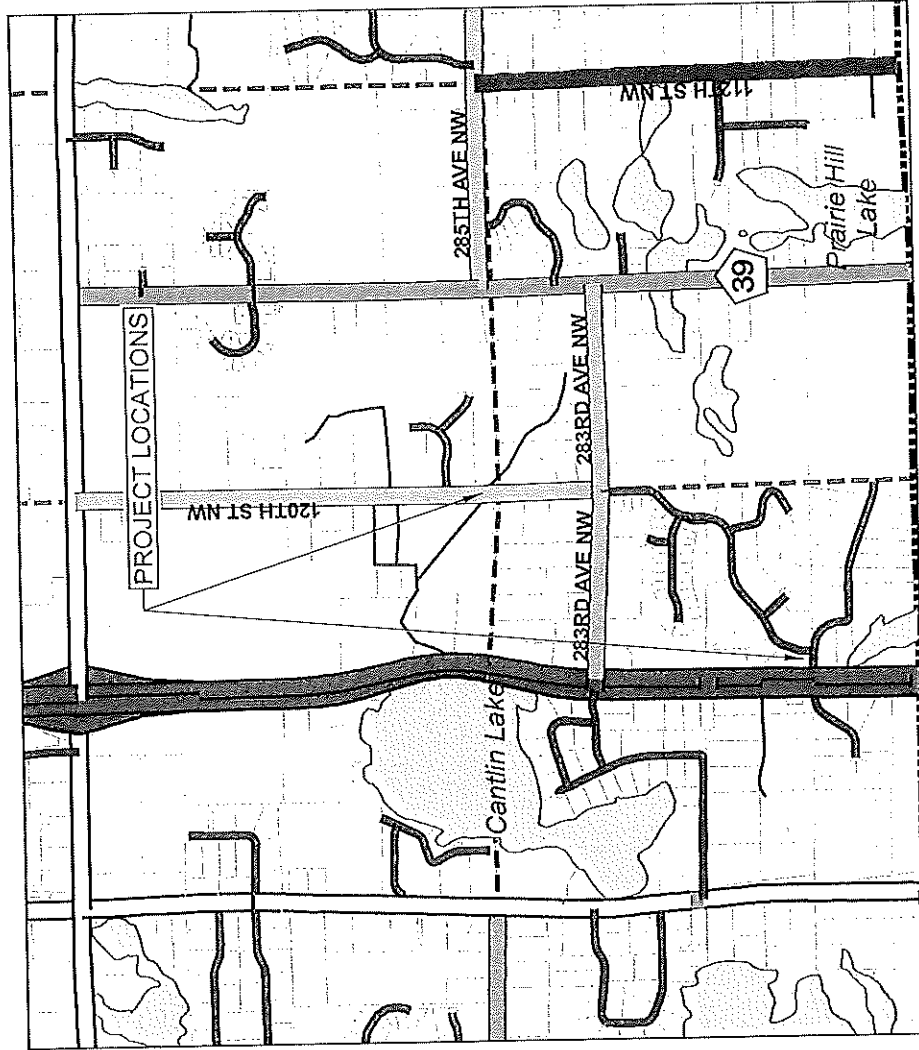
15:31
Baldwin Twp - Culvert Replacement

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
SCHEDULE A					
10	Mobilization - 278th Ave/123th St NW	1.000	LS	14,000.00	14,000.00
20	Traffic Control - 278th Ave/123th St NW	1.000	LS	2,300.00	2,300.00
30	Sawcut Bituminous	175.000	LF	3.00	525.00
40	Remove Bituminous	160.000	SY	10.00	1,600.00
45	Clear & Grub (1 Tree)	1.000	LS	2,000.00	2,000.00
50	Mill Bit Lap Joint	75.000	LF	12.00	900.00
60	Mill 1.5" Bituminous	2,500.000	SY	5.60	14,000.00
70	SP 9.5 Wear Course (2,B)(2.5" Lift)	375.000	TN	102.00	38,250.00
80	Agg Base Class 5 (Pipe Bedding)	20.000	TN	50.00	1,000.00
90	15" RC Pipe Apron	2.000	EA	850.00	1,700.00
100	15" RC Pipe Culvert	48.000	LF	175.00	8,400.00
110	24" RC Pipe Apron	2.000	EA	1,150.00	2,300.00
120	24" RC Pipe Culvert	56.000	LF	190.00	10,640.00
TOTAL - SCHEDULE A					\$97,615.00
SCHEDULE B					
210	Mobilization - 120th St NW	1.000	LS	6,500.00	6,500.00
220	Traffic Control - 120th St NW	1.000	LS	1,400.00	1,400.00
230	Sawcut Bituminous	50.000	LF	3.00	150.00
240	Remove Bituminous	80.000	SY	10.00	800.00
250	Mill Bit Lap Joint	50.000	LF	18.00	900.00
260	SP 9.5 Wear Course (2,B)(2.5" Lift)	11.000	TN	172.00	1,892.00
270	Agg Base Class 5 (Pipe Bedding)	6.000	TN	50.00	300.00
280	18" RC Pipe Apron	2.000	EA	930.00	1,860.00
290	18" RC Pipe Culvert	40.000	LF	185.00	7,400.00
TOTAL - SCHEDULE B					\$21,202.00
Bid Total					\$118,817.00

CULVERT REPLACEMENT PROJECT

BALDWIN TOWNSHIP, MN



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION (DOT) AND THE MINNESOTA DEPARTMENT OF HIGHWAY ENGINEERING (DHE) FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

**Hakanson
Anderson**
Civil Engineers and Land Surveyors
763-427-3350 FAX 763-427-0320
10000 Highway 100, Suite 3203
Minneapolis, MN 55425

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.
THE 2013 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS SHALL APPLY.
ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION (DOT) TRAFFIC CONTROL MANUAL.
ALL REQUIREMENTS OF THE PROJECT MANUAL FOR THE CULVERT REPLACEMENT PROJECT SHALL APPLY.

SHEET INDEX

THIS PLAN CONTAINS 3 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CULVERT REPLACEMENT
3	MILL & OVERLAY

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Matthew Kind
MATTHEW KIND, P.E.
HAKANSON-ANDERSON
DESIGN ENGINEER

DATE 8/14/24
LIC. NO. 44885

REVISION

SHEET 1 OF 5 SHEETS
80901-2024

ENGINEER'S ESTIMATE FOR CULVERT REPLACEMENT AT 120TH, 123RD, AND 287TH w/OVERLAY

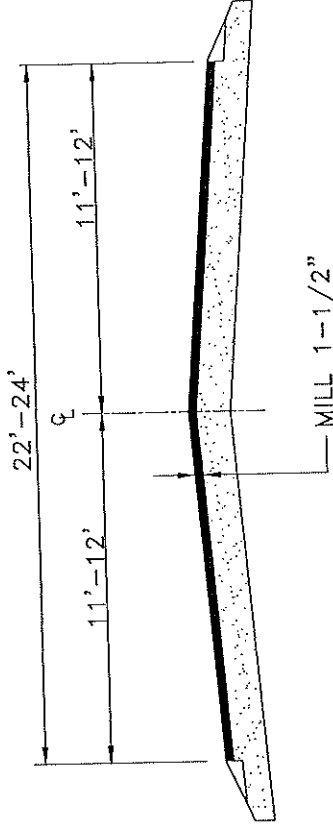
SCHEDULE A

Item No.	Description	Unit	TOTAL Estimated Quantity
1	287th Ave NW & 123 St NW w/ Mill and Overlay	LS	1
2	Mobilization	LS	1
3	Traffic Control	LF	175
4	Sawcut Bituminous	SY	160
5	Remove Bituminous (if culverts are done before milling)	LS	1
6	Clear and Grub (1 tree)	LF	75
7	Mill Bit Lap Joint	SY	2500
8	Mill Bituminous	TON	375
9	Type SP 9.5 Wearing Course Mixture (2.5" LIFT	TON	20
10	Aggregate Base Class 5 (pipe bedding and base repair)	EACH	2
11	15" RC Pipe Apron	LF	48
12	15" RC Pipe Culvert	EACH	2
13	24" RC Pipe Apron	LF	56

SCHEDULE B

Item No.	Description	Unit	TOTAL Estimated Quantity
1	120th St NW	LS	1
2	Mobilization	LS	1
3	Traffic Control	LF	50
4	Sawcut Bituminous	SY	80
5	Remove Bituminous	LF	50
6	Mill Bit Lap Joint	TON	11
7	Type SP 9.5 Wearing Course Mixture (2.5" LIFT	TON	6
8	Aggregate Base Class 5 (pipe bedding)	EACH	2
9	18" RC Pipe Apron	LF	40

287th & 123rd



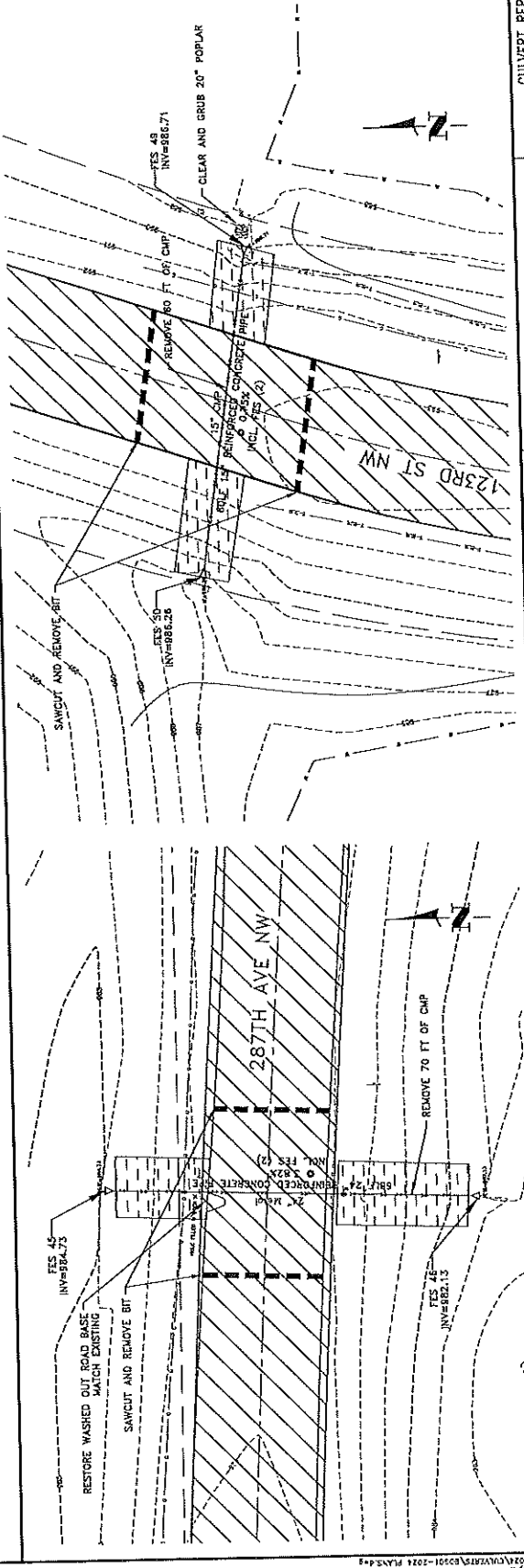
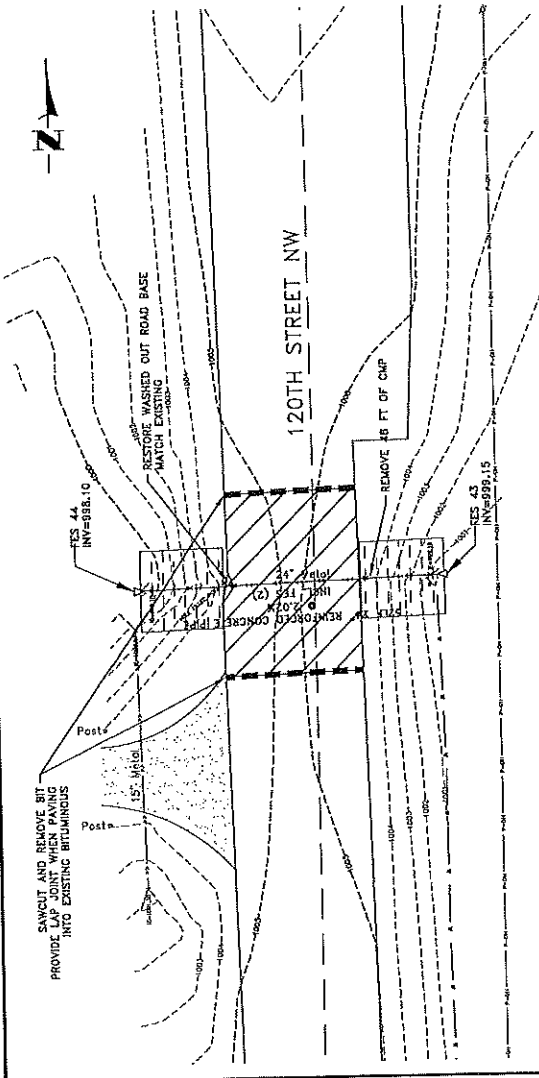
TYPICAL FULL WIDTH MILL AND
OVERLAY SECTION

NOTES:

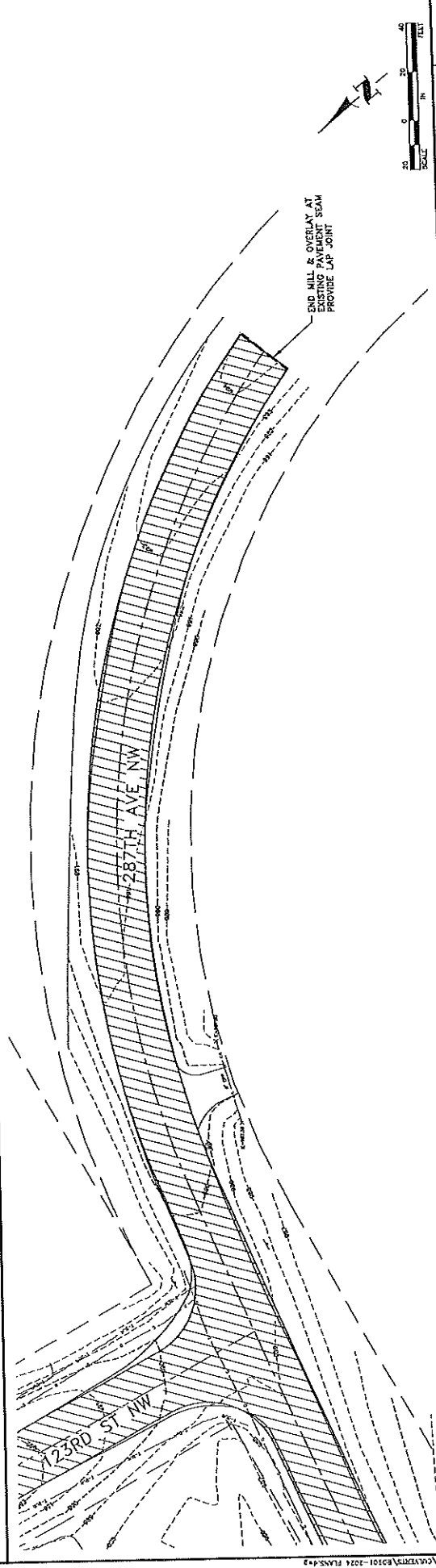
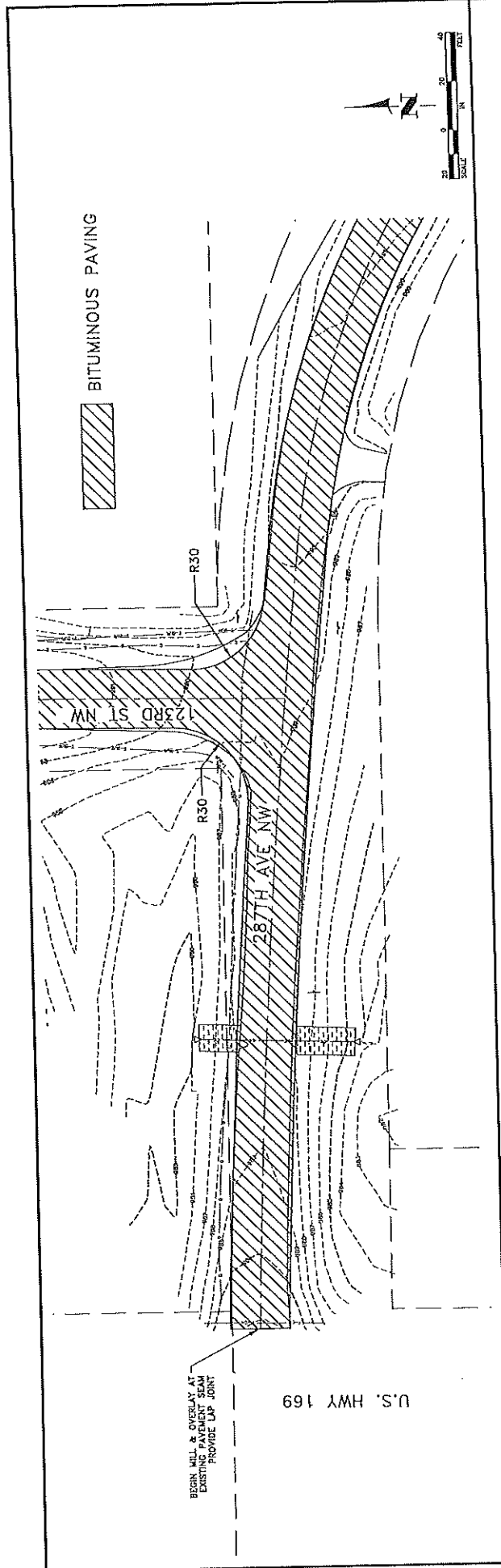
1. EXISTING BITUMINOUS THICKNESS IS REPORTED TO BE ABOUT 1.5 INCHES FOR THE SECTIONS OF ROAD TO BE MILLED. MILL ALL EXISTING BITUMINOUS AS SHOWN ON PLAN.
2. GRADING OF BASE MATERIALS SHALL UTILIZE THE EXISTING ROAD CROWN. MINIMAL RE-SHAPING REQUIRED.
3. NEW BITUMINOUS PAVING SHALL BE A SINGLE 2.5" WEAR COURSE AS SPECIFIED.
4. EXISTING PAVEMENT ON 287TH IS ABOUT 22 FT WIDE WEST OF 123RD, 24 FT WIDE EAST OF 123RD.
5. PAVEMENT QUANTITIES BASED ON A 24 FT WIDE SECTION THROUGHOUT.

DATE: _____ REVISION: _____ I hereby certify that the plan, specification, or report were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.		HAKANSON ANDERSON Civil Engineers and Land Surveyors 3501 Thurston Ave., Fridley, Minnesota 55422 763-442-4444 www.hakanson-anderson.com		TABULATION OF QUANTITIES & DETAILS CULVERT REPLACEMENT PROJECT BALDWIN TOWNSHIP, MN	SHEET 2 OF 5 SHEETS BD301-2024
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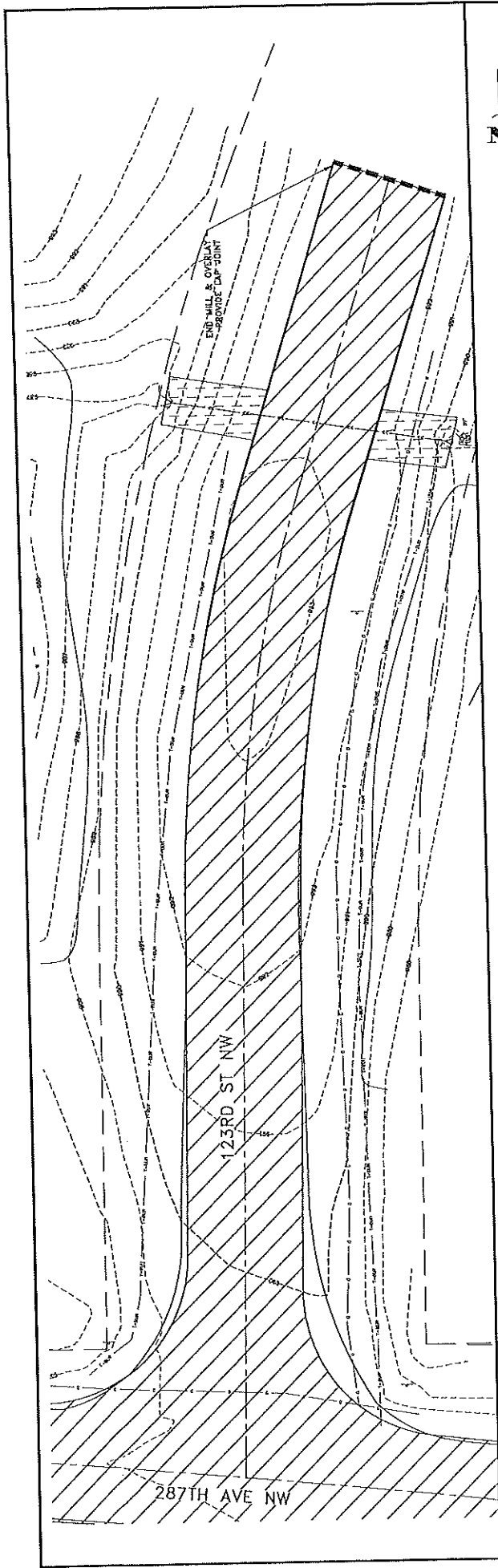
- BITUMINOUS PAVING
- CAT 20 EROSION CONTROL MAT AND SEEDING



HA Hakanson Anderson Civil Engineers and Land Surveyors 3601 Township - 5860 FAX 763-427-0520 www.hakanson-anderson.com		SHEET 3 5 80901-2024	
CULVERT REPLACEMENT PROJECT		CULVERT REPLACEMENT BALDWIN TOWNSHIP, MN	
DATE REVISION	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Date: 8/11/24 Matthew R. No. 44585	DRAWN BY CHECKED BY IN CHARGE	DATE REVISION



DATE REVISION		I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. DATE: 8/14/24 SIGNATURE: MATTHEW KINN, L.E. No. 44985		HOKANSON ANDERSON Civil Engineers and Land Surveyors 3501 Thurston Ave. S.W. FAX 783-427-0520 www.hokanson-anderson.com		MILL & PAVE BALDWIN TOWNSHIP, MN		SHEET 4 OF 5 SHEETS
CULVERT REPLACEMENT PROJECT				80901-2024				



BITUMINOUS PAVING



Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave NW, Suite 250
781-427-0520
www.hakanson-anderson.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Date: 8/14/24
No. 44885

DATE	REVISION

MILL & PAVE

CULVERT REPLACEMENT PROJECT

BALDWIN TOWNSHIP, MN

SHEET 5

5
of
5
SHEETS
82991-2024

Joan Heinen

From: mike gwynn <mggwynn@gmail.com>
Sent: Monday, September 09, 2024 6:41 PM
To: Joan Heinen
Subject: Frontier Trails August DMR
Attachments: august dmr ft 2024.xlsx

Joan, Here is the DMR report for August. The Frontier Trails wastewater facility continues to run well. As of today there are no pending issues. I don't foresee any in the near future. We will probably be sending some sludge to Princeton this month.

Mike

BALDWIN TOWNSHIP, MN

09/20/24 9:07 AM

Page 1

Revenue/Expenditure
Audit Summary

Audit 2024 January to 2024 September

Fund 602 Frontier Trails SSD

Expenditure

E 602-41000-314 Licenses	Budget	\$0.00	Total	\$495.00
	Encumbered	\$0.00	Balance	-\$495.00

History Transactions

Cash Payment

	Tran Dr	Tran Cr		
	\$495.00	\$0.00		
Total E 602-41000-314 Licenses	\$495.00	\$0.00	In Balance	

E 602-41400-100 Wages and Salaries

	Budget	\$312.00	Total	\$197.76
	Encumbered	\$0.00	Balance	\$114.24

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$197.76	\$0.00		
Total E 602-41400-100 Wages and Salaries	\$197.76	\$0.00	In Balance	

E 602-41400-121 PERA Contributions

	Budget	\$20.80	Total	\$14.83
	Encumbered	\$0.00	Balance	\$5.97

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$14.83	\$0.00		
Total E 602-41400-121 PERA Contributions	\$14.83	\$0.00	In Balance	

E 602-41400-122 FICA Contributions

	Budget	\$20.80	Total	\$12.26
	Encumbered	\$0.00	Balance	\$8.54

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$12.26	\$0.00		
Total E 602-41400-122 FICA Contributions	\$12.26	\$0.00	In Balance	

E 602-41400-125 Medicare Contributions

	Budget	\$5.20	Total	\$2.87
	Encumbered	\$0.00	Balance	\$2.33

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$2.87	\$0.00		
Total E 602-41400-125 Medicare Contributions	\$2.87	\$0.00	In Balance	

E 602-41401-100 Wages and Salaries

	Budget	\$364.00	Total	\$1,003.20
	Encumbered	\$0.00	Balance	-\$639.20

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$1,003.20	\$0.00		
Total E 602-41401-100 Wages and Salaries	\$1,003.20	\$0.00	In Balance	

E 602-41401-121 PERA Contributions

	Budget	\$20.80	Total	\$75.22
	Encumbered	\$0.00	Balance	-\$54.42

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$75.22	\$0.00		
Total E 602-41401-121 PERA Contributions	\$75.22	\$0.00	In Balance	

E 602-41401-122 FICA Contributions

	Budget	\$20.80	Total	\$62.22
	Encumbered	\$0.00	Balance	-\$41.42

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$62.22	\$0.00		
Total E 602-41401-122 FICA Contributions	\$62.22	\$0.00	In Balance	

E 602-41401-125 Medicare Contributions

	Budget	\$5.20	Total	\$14.55
	Encumbered	\$0.00	Balance	-\$9.35

History Transactions

Payrol Journ. En

	Tran Dr	Tran Cr		
	\$14.55	\$0.00		

BALDWIN TOWNSHIP, MN

09/20/24 9:07 AM

Page 2

Revenue/Expenditure
Audit Summary

Audit 2024 January to 2024 September

E 602-41401-125 Medicare Contributions	Budget	\$5.20	Total	\$14.55
	Encumbered	\$0.00	Balance	-\$9.35
History Transactions	Tran Dr	Tran Cr		
Total E 602-41401-125 Medicare Contributions	\$14.55	\$0.00		In Balance
E 602-41415-100 Wages and Salaries	Budget	\$0.00	Total	\$4,968.20
	Encumbered	\$0.00	Balance	-\$4,968.20
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. En	\$4,968.20	\$0.00		
Total E 602-41415-100 Wages and Salaries	\$4,968.20	\$0.00		In Balance
E 602-41415-121 PERA Contributions	Budget	\$0.00	Total	\$370.71
	Encumbered	\$0.00	Balance	-\$370.71
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. En	\$370.71	\$0.00		
Total E 602-41415-121 PERA Contributions	\$370.71	\$0.00		In Balance
E 602-41415-122 FICA Contributions	Budget	\$0.00	Total	\$308.06
	Encumbered	\$0.00	Balance	-\$308.06
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. En	\$308.06	\$0.00		
Total E 602-41415-122 FICA Contributions	\$308.06	\$0.00		In Balance
E 602-41415-125 Medicare Contributions	Budget	\$0.00	Total	\$72.06
	Encumbered	\$0.00	Balance	-\$72.06
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. En	\$72.06	\$0.00		
Total E 602-41415-125 Medicare Contributions	\$72.06	\$0.00		In Balance
E 602-41415-131 Health	Budget	\$0.00	Total	\$74.16
	Encumbered	\$0.00	Balance	-\$74.16
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. En	\$74.16	\$0.00		
Total E 602-41415-131 Health	\$74.16	\$0.00		In Balance
E 602-41415-150 Workers Compensation	Budget	\$0.00	Total	\$220.00
	Encumbered	\$0.00	Balance	-\$220.00
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$220.00	\$0.00		
Total E 602-41415-150 Workers Compensation	\$220.00	\$0.00		In Balance
E 602-41700-202 Copying Supplies	Budget	\$0.00	Total	\$142.16
	Encumbered	\$0.00	Balance	-\$142.16
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$142.16	\$0.00		
Total E 602-41700-202 Copying Supplies	\$142.16	\$0.00		In Balance
E 602-41700-322 Postage	Budget	\$249.60	Total	\$244.74
	Encumbered	\$0.00	Balance	\$4.86
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$244.74	\$0.00		
Total E 602-41700-322 Postage	\$244.74	\$0.00		In Balance

BALDWIN TOWNSHIP, MN

09/20/24 9:07 AM

Page 3

Revenue/Expenditure
Audit Summary

Audit 2024 January to 2024 September

E 602-41900-208 Other Supplies	Budget	\$0.00	Total	\$2,641.77
	Encumbered	\$0.00	Balance	-\$2,641.77
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$2,641.77	\$0.00		
Total E 602-41900-208 Other Supplies	\$2,641.77	\$0.00		In Balance
E 602-43252-362 Property Insurance	Budget	\$624.00	Total	\$695.00
	Encumbered	\$0.00	Balance	-\$71.00
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$695.00	\$0.00		
Total E 602-43252-362 Property Insurance	\$695.00	\$0.00		In Balance
E 602-43252-381 Electric Utilities	Budget	\$5,200.00	Total	\$3,631.67
	Encumbered	\$0.00	Balance	\$1,568.33
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$3,631.67	\$0.00		
Total E 602-43252-381 Electric Utilities	\$3,631.67	\$0.00		In Balance
E 602-47000-600 Principal	Budget	\$50,911.00	Total	\$50,911.20
	Encumbered	\$0.00	Balance	-\$0.20
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$50,911.20	\$0.00		
Total E 602-47000-600 Principal	\$50,911.20	\$0.00		In Balance
E 602-47000-610 Interest	Budget	\$5,345.00	Total	\$4,924.63
	Encumbered	\$0.00	Balance	\$420.37
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$4,924.63	\$0.00		
Total E 602-47000-610 Interest	\$4,924.63	\$0.00		In Balance
E 602-49480-530 Improv Other than Bldg	Budget	\$0.00	Total	\$4,437.71
	Encumbered	\$0.00	Balance	-\$4,437.71
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$4,437.71	\$0.00		
Total E 602-49480-530 Improv Other than Bldg	\$4,437.71	\$0.00		In Balance
E 602-49490-300 Professional Services	Budget	\$0.00	Total	\$52,529.93
	Encumbered	\$0.00	Balance	-\$52,529.93
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$52,529.93	\$0.00		
Total E 602-49490-300 Professional Services	\$52,529.93	\$0.00		In Balance
E 602-49490-304 Legal Fees	Budget	\$0.00	Total	\$1,091.25
	Encumbered	\$0.00	Balance	-\$1,091.25
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$1,091.25	\$0.00		
Total E 602-49490-304 Legal Fees	\$1,091.25	\$0.00		In Balance
Total Expenditure	\$129,141.16	\$0.00	=	\$129,141.16
Revenue	Budget	\$0.00	Total	\$0.00
R 602-31900 Penalties & Int-Delinq Taxes	Encumbered	\$0.00	Balance	\$0.00
History Transactions	Tran Dr	Tran Cr		
Cash Receipt	\$391.99	\$391.99		

BALDWIN TOWNSHIP, MN

09/20/24 9:07 AM

Page 4

Revenue/Expenditure
Audit Summary

Audit 2024 January to 2024 September

R 602-31900 Penalties & Int-Delinq Taxes	Budget	\$0.00	Total	\$0.00
	Encumbered	\$0.00	Balance	\$0.00
History Transactions	Tran Dr	Tran Cr		
Total R 602-31900 Penalties & Int-Delinq Taxes	\$391.99	\$391.99		In Balance
R 602-34000 CHARGES FOR SERVICES	Budget	\$0.00	Total	\$755.00
	Encumbered	\$0.00	Balance	-\$755.00
History Transactions	Tran Dr	Tran Cr		
Cash Receipt	\$0.00	\$755.00		
Total R 602-34000 CHARGES FOR SERVICES	\$0.00	\$755.00		In Balance
R 602-36100 SPECIAL ASSESSMENTS	Budget	\$0.00	Total	\$17,666.67
	Encumbered	\$0.00	Balance	-\$17,666.67
History Transactions	Tran Dr	Tran Cr		
Cash Receipt	\$0.00	\$17,666.67		
Total R 602-36100 SPECIAL ASSESSMENTS	\$0.00	\$17,666.67		In Balance
R 602-36102 Penalties and Interest	Budget	\$0.00	Total	\$676.65
	Encumbered	\$0.00	Balance	-\$676.65
History Transactions	Tran Dr	Tran Cr		
Cash Receipt	\$186.88	\$863.53		
Total R 602-36102 Penalties and Interest	\$186.88	\$863.53		In Balance
R 602-36210 Interest Earnings	Budget	\$0.00	Total	\$184.98
	Encumbered	\$0.00	Balance	-\$184.98
History Transactions	Tran Dr	Tran Cr		
Cash Receipt	\$0.00	\$184.98		
Total R 602-36210 Interest Earnings	\$0.00	\$184.98		In Balance
R 602-37200 Sewer Charges	Budget	\$0.00	Total	\$26,627.62
	Encumbered	\$0.00	Balance	-\$26,627.62
History Transactions	Tran Dr	Tran Cr		
Cash Receipt	\$6,680.12	\$33,307.74		
Total R 602-37200 Sewer Charges	\$6,680.12	\$33,307.74		In Balance
Total Revenue	\$7,258.99	\$53,169.91	=	(\$45,910.92)
Fund 602	\$136,400.15	\$53,169.91	=	(\$45,910.92)

Public Works Report – September 23rd, 2024

Frontier Trails

- 23 Hours invested over the past 24 working Days. (August 19th – September 23rd)
- North And South System tanks are being scheduled for sludge pumping
- Waste Water Manager - Mike Gwinn has requested me to source a valve shut off (15 foot -Tee wrench) current one on sight will not reach the valve at the North site

Parks

- Young Park – Trimming trails & prep for Fun Fest
- Young Park – Mowing x 4
- All Recreation areas mowed x 1
- Goose Lake Park & Young Park - Trail clearing 20 plus trees down / several days clean up

Roads

- Total Road Patching Material 2024 season (U.P.M & HOT PATCH) – 32.37 Tons
- Gravel Road – Recommended to postpone for 2025 season with consideration of increasing project size for 2025 season
- Gravel Road Grading -- Completed (285 ½ Ave. & 143 ½ St. - 99 ½ St. - 98th St. additional gravel and blading)
- Many Trees Down – Several Days Cleaning Up
- Road Kill Clean Up x 2
- 305th Ave FDR – See Pictures
- 99 ½ St. Culvert Apron replacement – Waiting for quote

Grounds

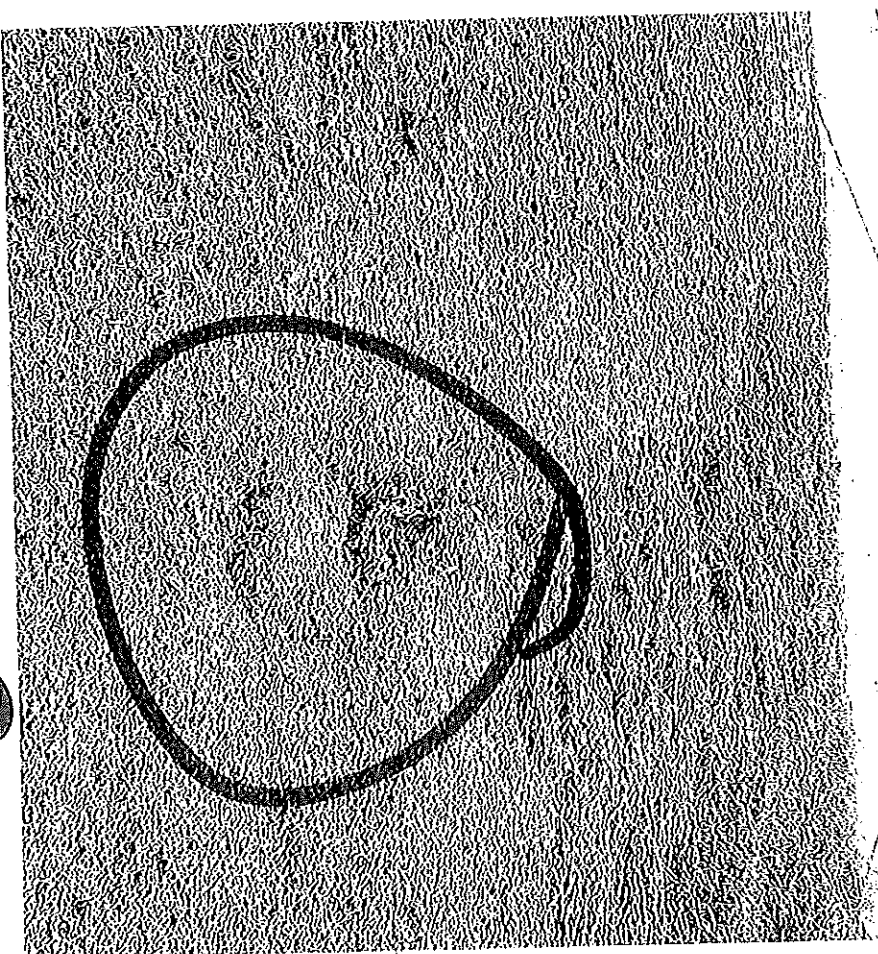
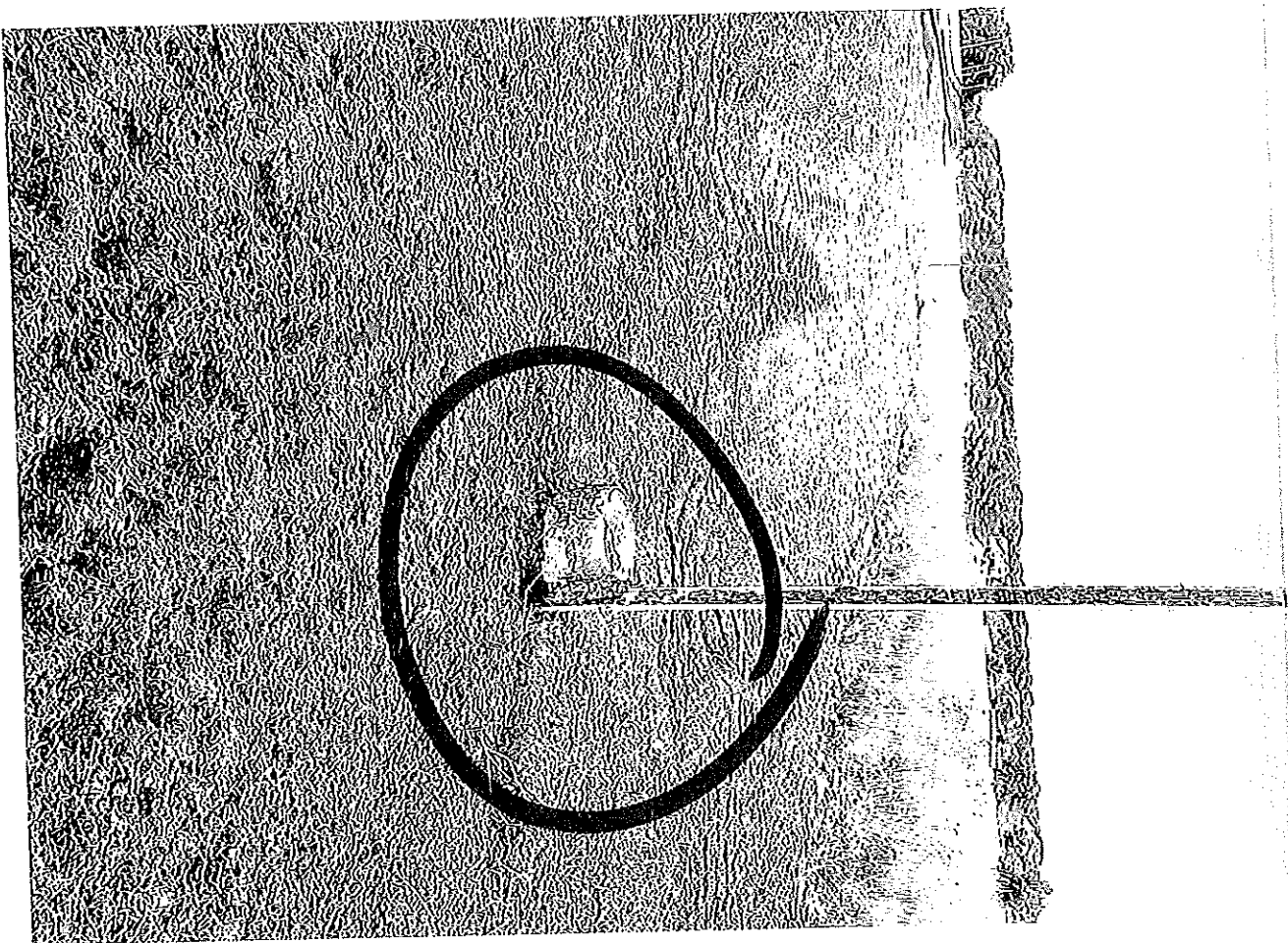
- Several repairs at Fire Dept.

Cemetery

- Mow x 2

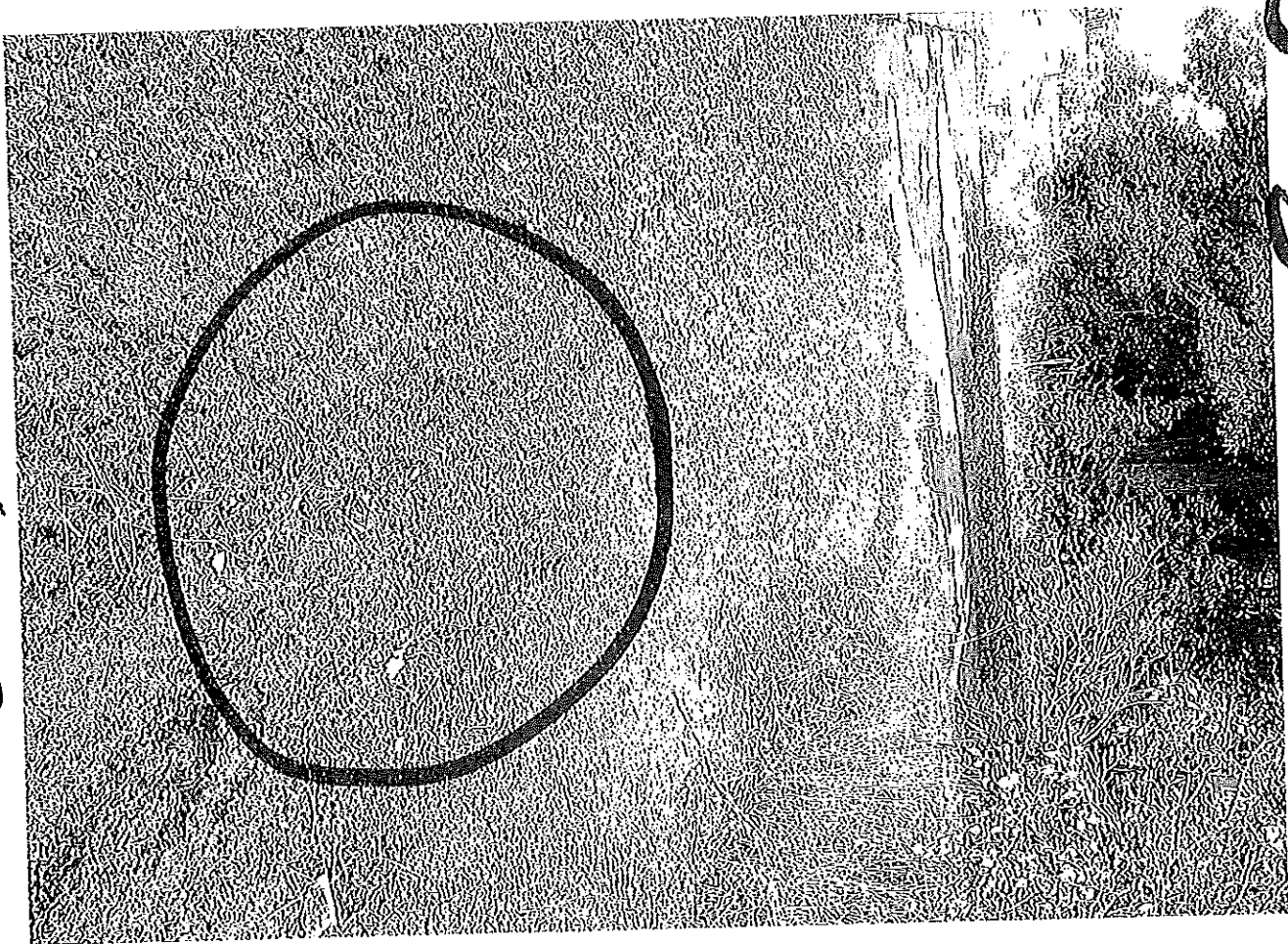
Trucks

- 2008 Ford F-550 – Exhaust manifold cracked / replacement and clutch fan replacement recommended @ cornerstone Ford \$3737.65 – Completed under quoted price - \$3365.12
- New Holland Loader - Battery replacement \$244.44
- New Holland Loader – Door glass replacement \$535.00



Curved?

14330 305m

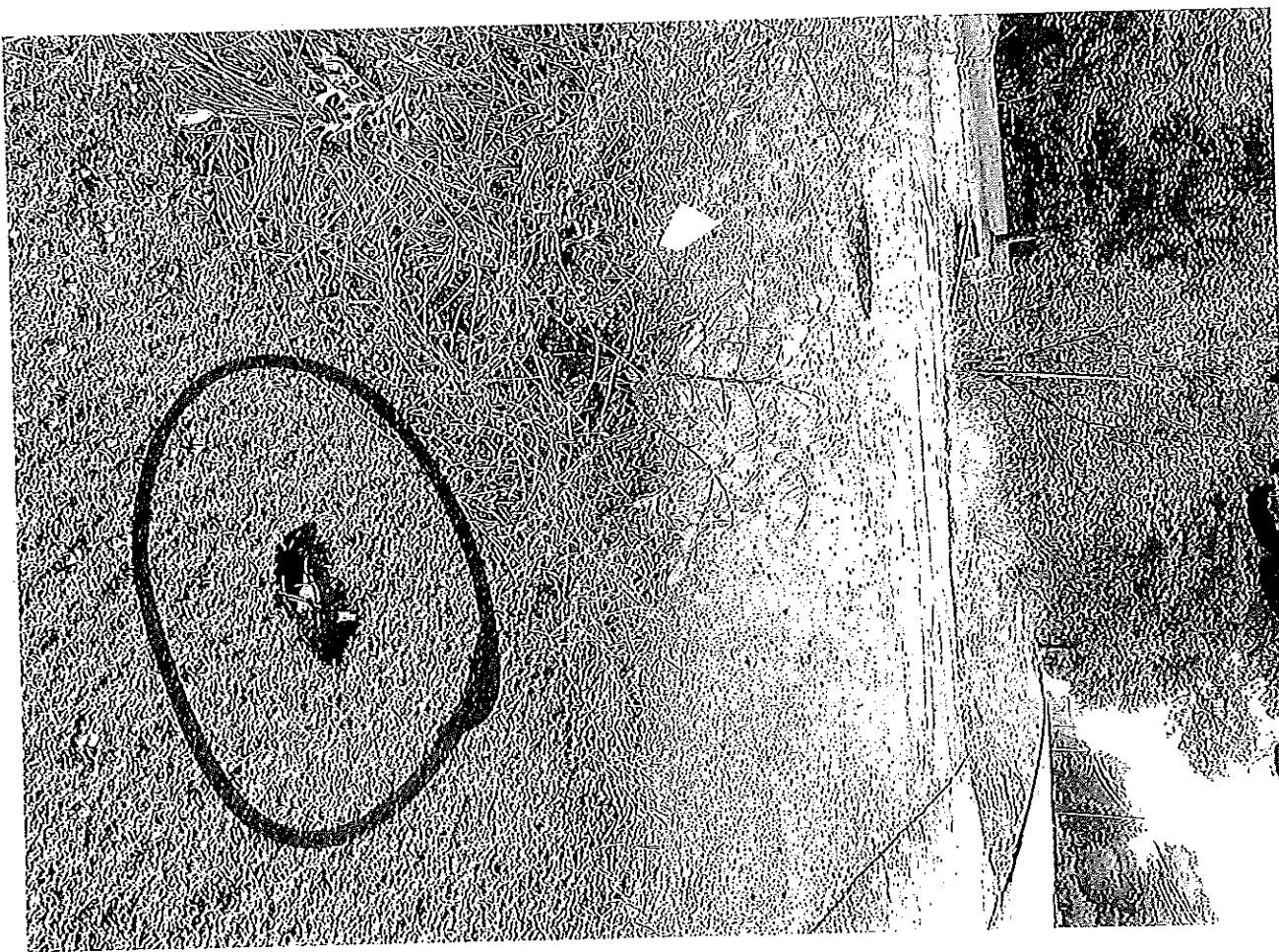


Curvett?

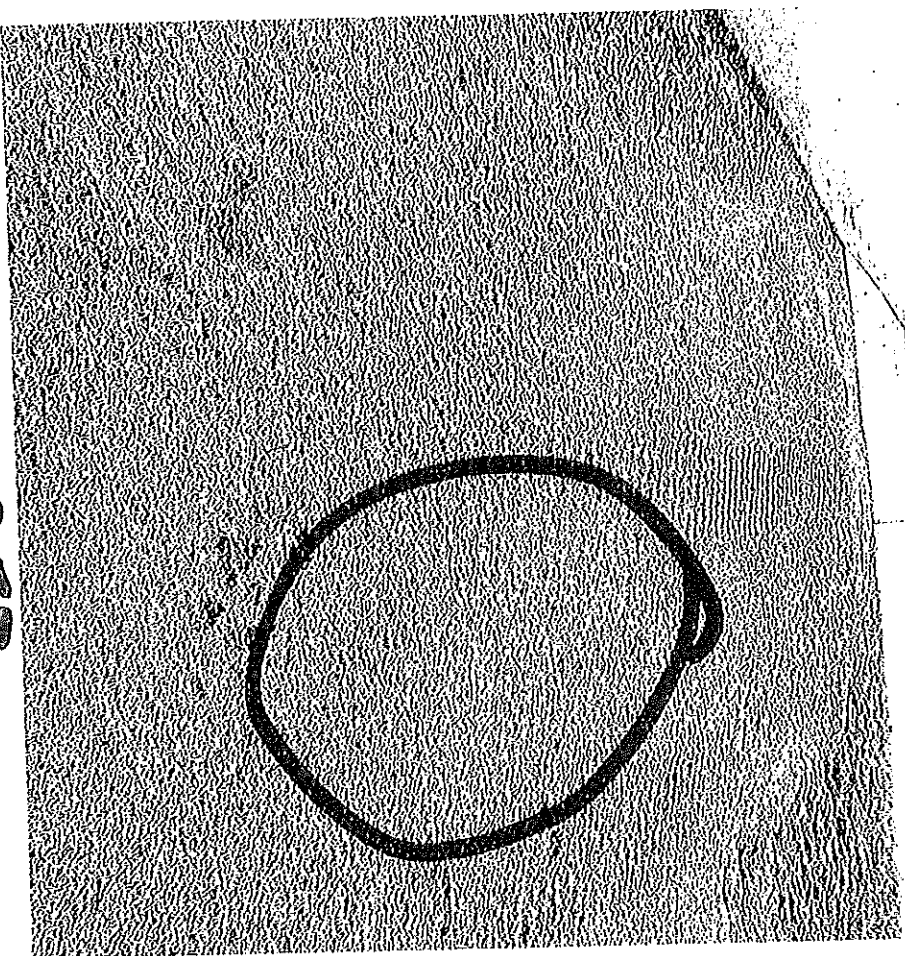
14335 305^m



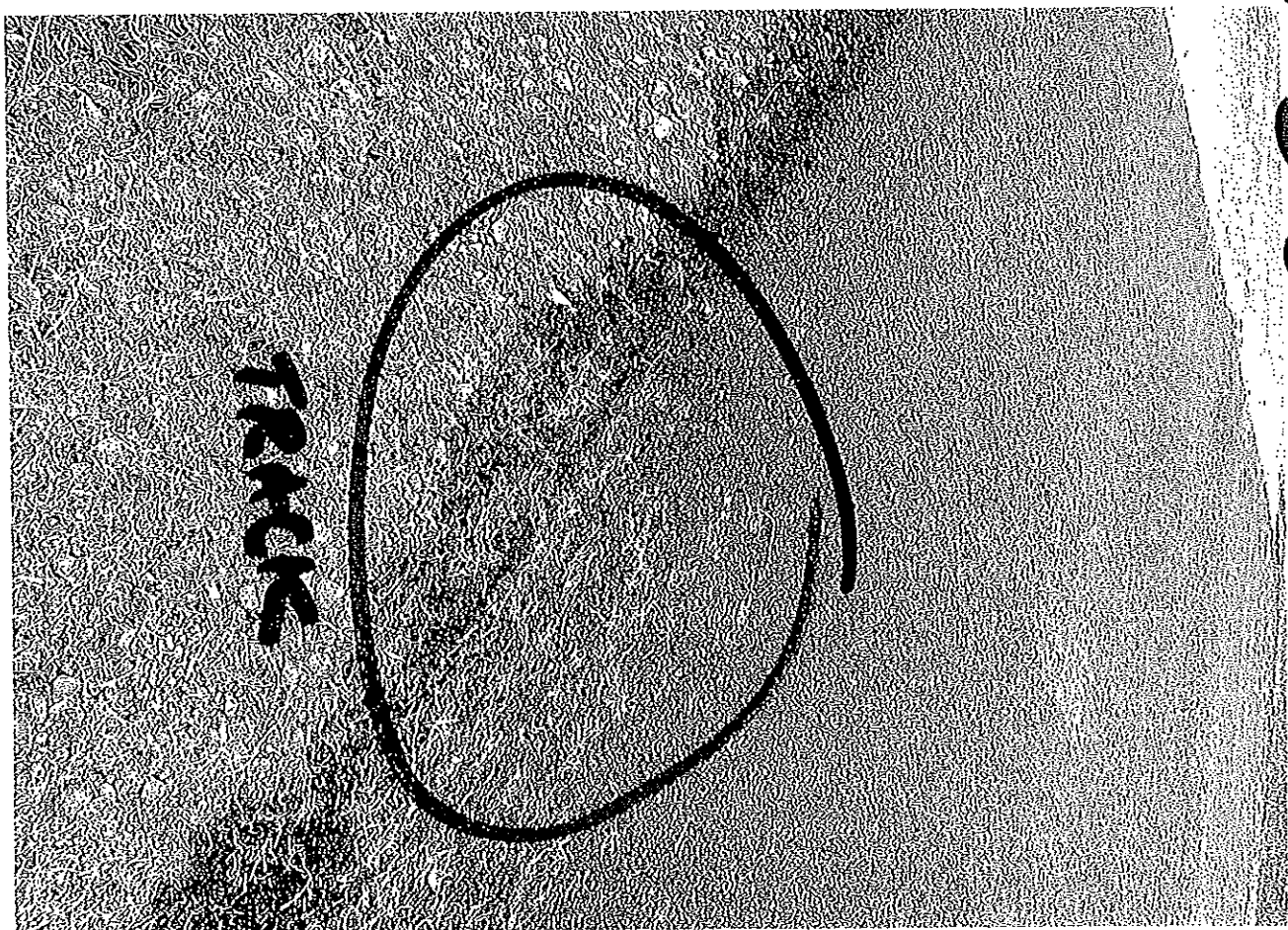
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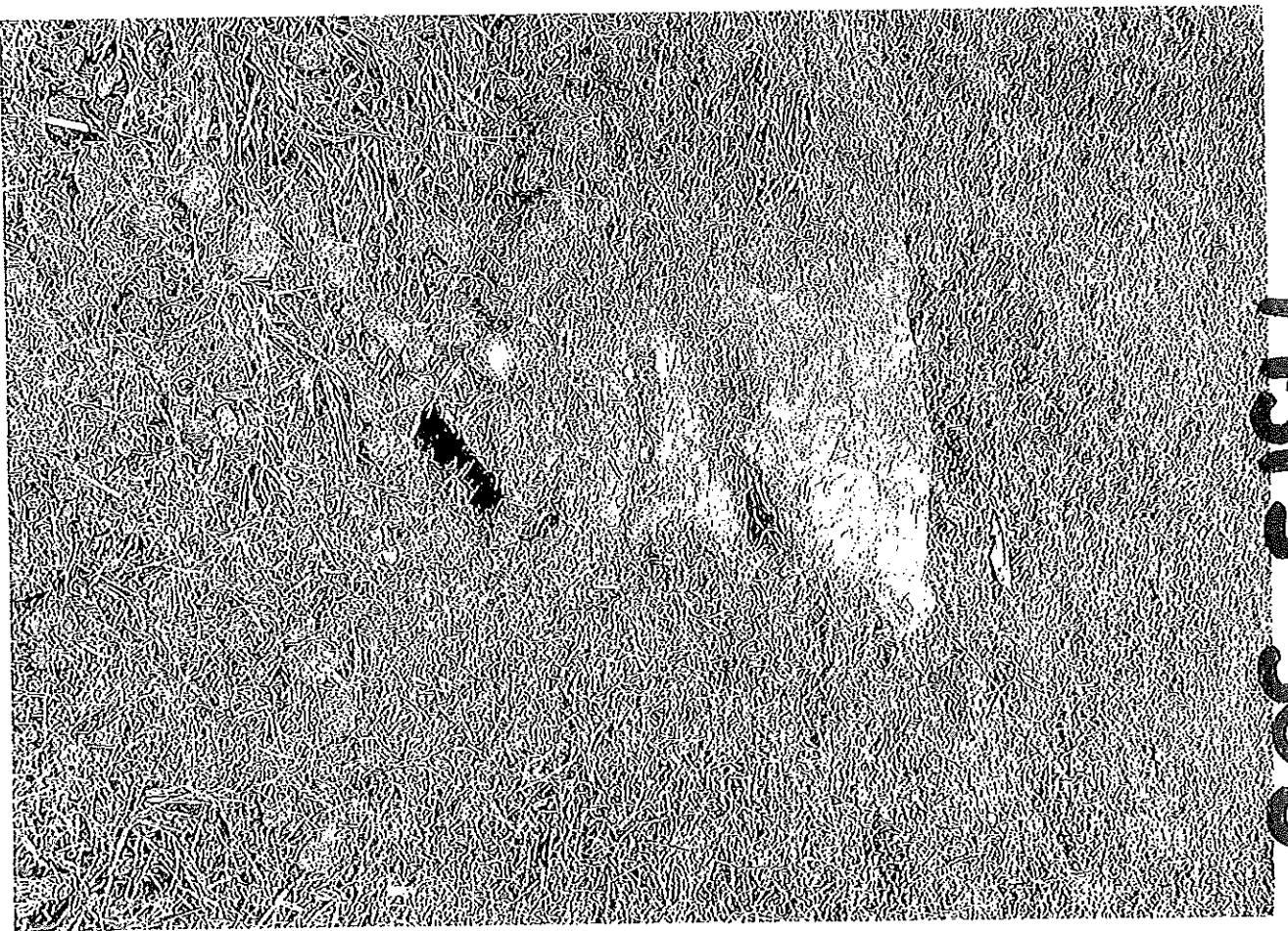
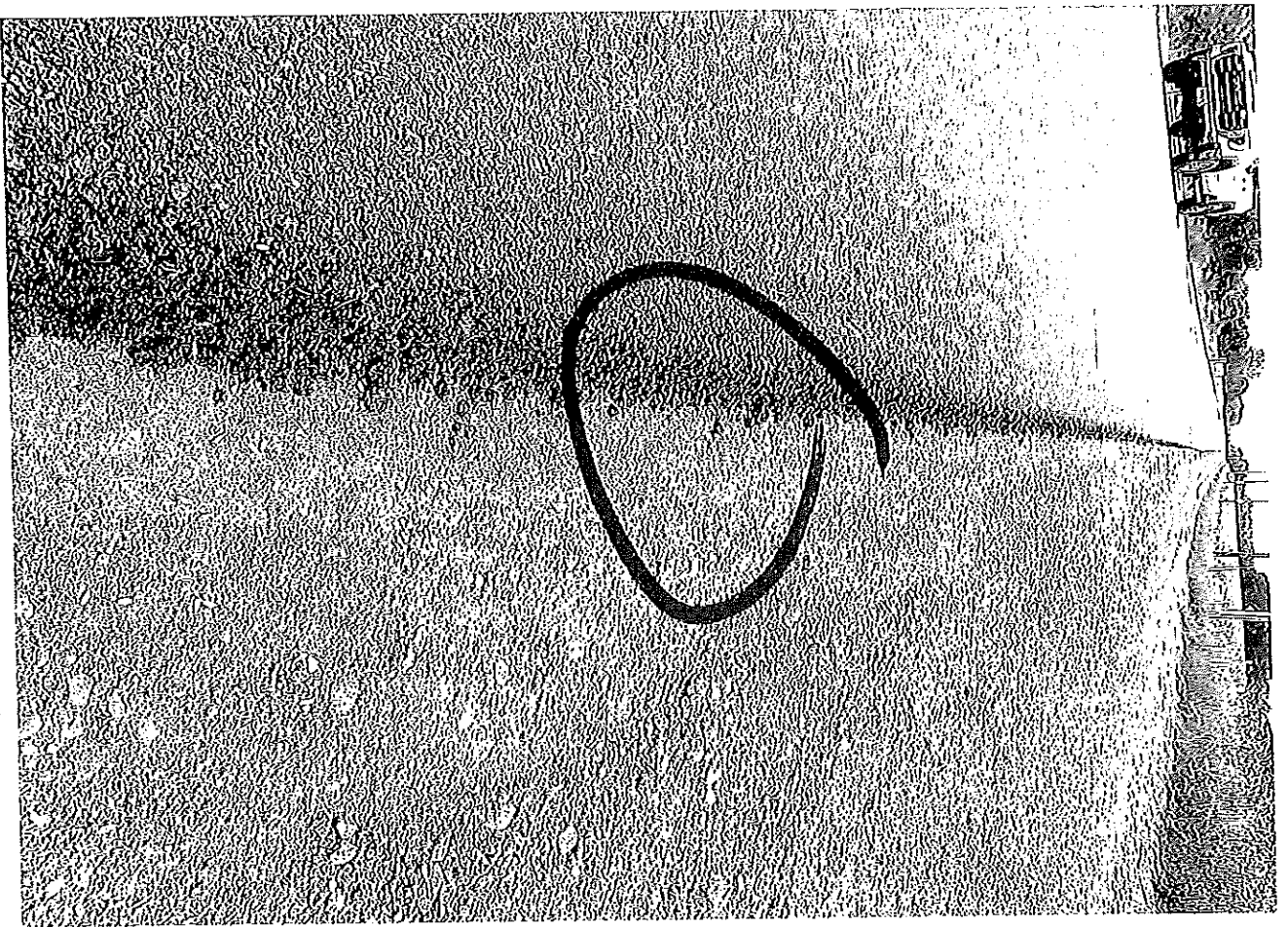


CULVERT?



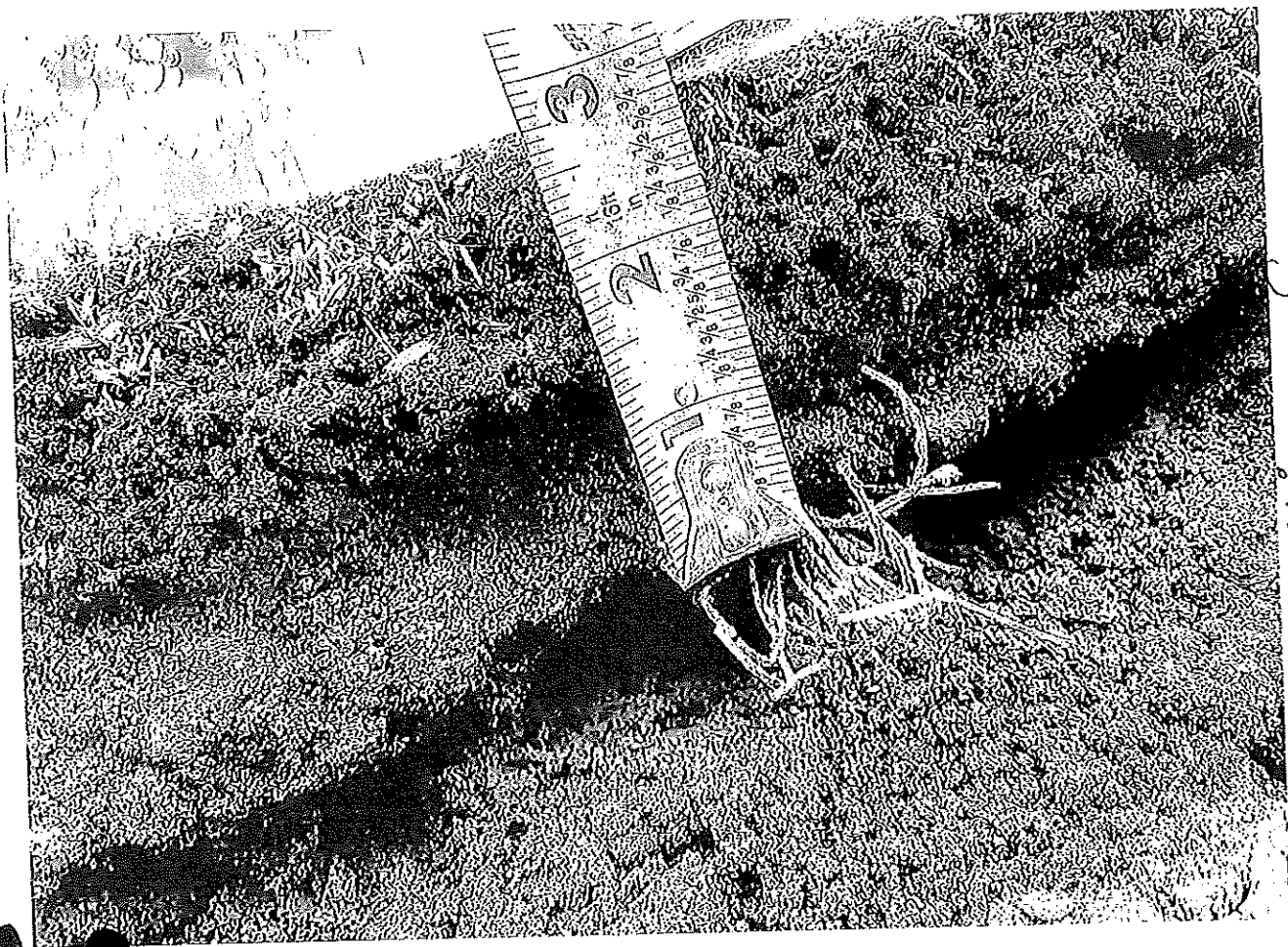
14315 305TH





14315 30514

3 1/2" ???



SHOULD BE 12' off ROAD



• TOO LOW
• TOO far AWAY
• 00000000@mmx900

Hass Construction

1517 Hwy 23

Ogilvie, MN. 56358

Phone 320 980-2189 Steve

email-hassconst@hotmail.com

INVOICE

DATE	INVOICE #
9/11/2024	8685

BILL TO
Baldwin Twp

TERMS	PROJECT

Date	DESCRIPTION	QTY		RATE	AMOUNT
09/09/2024 - 09/10/2024	Grader & Packer			3,000.00	3,000.00
	Class 1, 299th	493	yds	17.50	8,627.50
	Class 1, 294th	187	yds	17.50	3,272.50
	Class 1, 285th	102	yds	17.50	1,785.00
	Class 1, 99.5th	102	yds	17.50	1,785.00
	Sales Tax			7.375%	0.00
				Total	\$18,470.00

Thank you for your business. Please pay from this invoice.

KEITH HASS CONSTRUCTION
1517 Highway 23
OGILVIE, MN 56358

(320) 272-4443

Baldwin Township

Approved at 6-17-24
TB
MTG.
JOB ESTIMATE
6-3-24

JOB DESCRIPTION:

Quote

140 Grader + Packer 20 hrs x \$150 (\$3000)

299th Ave NW class 1 gravel

30 17 yd belly loads
510 yds x 17⁵⁰ per yd

\$8925

294th Ave NW 12 17 yd Belly loads
204 yds x 17⁵⁰ per yd

\$3570

Total

\$15,495

Prices valid if work
begins week of June 2nd 2024.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH
MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE

ESTIMATED
JOB COST

ESTIMATED



10503 - 89th Avenue North
Maple Grove, MN 55369
www.alliedblacktopmn.com

Jeremy Swenson
Phone: 763-425-0575
Cell: 612-834-0158
Email: J.Swenson@alliedblacktopmn.com

Proposal

Date: February 5, 2024

Customer Name: Baldwin Township
Billing Address: 30239 128th Street
Baldwin Township
Contact Person: Zachary Good
Phone: 763-286-3394
Email: Maintenance@Baldwintwpmn.com

Project Name: Various Road Repairs
Project Address: Areas as marked on maps

Project Contact Person: Zachary Good
Phone: 763-286-3394
Email: Maintenance@Baldwintwpmn.com

We hereby submit specifications and quotations for the following:
Description of Work to be Performed

	Unit	Qty.	Unit Price	Price	INT
Patching (Spray Patching): At owners discretion Clean area, furnish and install approximately ____ tons of 1/4" Granite mixed with CRS2 asphalt emulsion using the spray injection method for the repairs. NOTE: Quote to be billed by the hour or by the load, whichever is more. Figure \$1,000.00 minimum charge. NOTE: Hourly Rate: \$500.00/HR NOTE: Ton Rate: \$700.00/Ton NOTE: Quote Assumes 1 mobilization. Add \$500.00 per each additional mobilization.	HR	10	\$500.00	\$5,000.00	_____
P.E.P Treatment to 97 1/2 Street: Sweep area and apply P.E.P. at a rate of .05 -.08 gallons per SY. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply.	SY	818	\$8.62	\$7,051.16	_____
Chip Seal - (3/8" Granite and CRS-2P): Lake Diann, Westside Elk Lake, 111 1/2 St, S. Sandy, 97 1/2 St. Apply liquid asphalt CRS-2P at a rate of .34 gallons per square yard. Apply cover aggregate at 20 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project. NOTE: Quote Assumes 1 mobilization NOTE: Second sweep available at \$0.15/SY, Minimum \$850.00	SY	2,138	\$6.99	\$14,944.62	_____
Chip Seal - (1/4" Granite and CRS-2P): Lake Diann, Westside Elk Lake, 111 1/2 St, S. Sandy, 97 1/2 St. Sweep surface. Apply liquid asphalt CRS-2P at a rate of .34 gallons per square yard. Apply cover aggregate at 20 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project. NOTE: Quote Assumes 1 mobilization NOTE: Second sweep available at \$0.15/SY, Minimum \$850.00 NOTE: Consider a cape seal or fog seal to reduce aggregate loss and tracking.	SY	6,618	\$6.60	\$43,678.80	_____
Fog Seal Coat: 97 1/2 St, 111 1/2 St. Clean the surface. Apply CQS-1HD50 at a rate of .08 to .16 gallons per square yard. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Quote Assumes 1 mobilization	S.Y.	3,418	\$1.00	\$3,418.00	_____

Exclusions: Bonds, permits, fees, surveying, engineering, testing, full road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Blacktop Warranty Terms, Qualifications, and Construction Specifications.

Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

TOTAL ALL:	\$74,092.58
ADD 1% Bonding if Necessary	

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.
Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.
Allied Inc. to carry proper insurance including Workers Compensation.

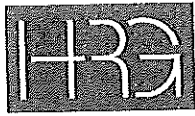
Authorized Signature: _____

Jeremy Swenson
Jeremy Swenson

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____



HRGreen®

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Jay Swanson
Baldwin Township, MN
30239 - 128th Street
Baldwin Township, MN 55371

September 09, 2024
Project No: 2303155-0000
Invoice No: 178748
Invoice Total: \$306.25

Project 2303155-0000 Baldwin Township, MN - General Engineering Services Transportation
Email: Town.Clerk@baldwintwpmn.com

Professional Services Through August 31, 2024

Total this Project 0.00

Project 2303155.01 Baldwin Township, MN - 2024 Road Reconstruction

Phase 04.00 305th Avenue

Professional Personnel

	Hours	Rate	Amount	
Professional				
Horejsi, Jordan 8/1/2024	.75	205.00	153.75	
post office calls for moving mailboxes during construction				
Horejsi, Jordan 8/5/2024	.50	205.00	102.50	
plan sets, resident letter follow up, NPDES permit				
Admin Coordinator				
Roland, Megan 8/8/2024	.50	100.00	50.00	
Invoicing				
Totals	1.75		306.25	
Total Labor				306.25
Total this Phase				\$306.25
Total this Project				\$306.25
Total this Invoice				<u>\$306.25</u>

BALDWIN SALARY & PAYMENT SCHEDULE

1. **SUPERVISORS & CLERK/TREASURER:**

Monthly Base Pay (Supervisors Only)	\$100.00
Per Meeting (Supervisors)	\$100.00
Per Meeting	\$60.00
Per Hour (Supervisors Only)	\$25.00
Per Hour (Clerk/Treasurer)	\$30.00-\$36.00
Mileage (Per Mile) for Board	IRS Allowable -
Approved Meetings & Activities	\$.67 as of 1/1/2024
2. **DEPUTY CLERK:**

(Typing, word processing, mailings, filing, Phone messages, Assisting people, Special Planning Commission and Park meetings)	\$18.00 - \$26.00/Hour
--	------------------------
3. **ADMIN SUPPORT:**

(Typing, word processing, filing, Cemetery, Planning Commission)	\$18.00 - \$22.00/Hour
--	------------------------
4. **ROAD MAINTENANCE WORKER:**

Snow Plowing and Sanding with Town Truck Patching Blacktop as needed, Brushing, Installing Signs Maintaining an Inventory of Road Conditions & Equipment GENERAL WORK: Striping, Shoveling, Maintenance Duties Town Hall Maintenance: Custodial duties (i.e. Town Hall Cleaning, Windows, Bathrooms, Trash Removal, Lawn Mowing, Weed Whipping. Cemetery Maintenance: Mowing, Weed Whipping, Trash Removal as needed.	\$26.00 - \$33.00/Hour
---	------------------------
5. **ASSISTANT TO ROAD MAINTENANCE WORKER (Summer help):**

General work as directed by the Town Board	\$Prevailing Minimum Wage
--	---------------------------
6. **ELECTION JUDGES:**

	\$18.00/Hour
HEAD ELECTION JUDGES:	\$20.00/Hour
7. **ANIMAL CONTROL (plus mileage)**

	\$100.00/per animal
--	---------------------
8. **VETERINARIAN EXPENSE (Room & Board/Disposal)**

	Up to \$300.00
--	----------------
9. **GOPHER FEET BOUNTY (Must live in Baldwin Township)**

	\$2.00/Pair
--	-------------
10. **DCPE PERA CONTRIBUTION (ELECTED OFFICIALS) – 5% of Gross Wages**
11. **COORDINATED PERA CONTRIBUTION (ELIGIBLE EMPLOYEES) – 7.5% of Gross Wages**
12. **PLANNING COMMISSION**

	<i>Approved 2/26/24</i>	\$50.00/Meeting
--	-------------------------	-----------------
13. **PARK COMMITTEE**

	<i>Approved 4/1/24</i>	\$35.00/Meeting
--	------------------------	-----------------
14. **CEMETARY COORDINATOR**

		\$100.00/Monthly
--	--	------------------

Revised 9/10/2024

New Public – Township Information

30

BALDWIN SALARY & PAYMENT SCHEDULE

1. SUPERVISORS & CLERK/TREASURER:

Monthly Base Pay (Supervisors Only)	\$100.00
Per Meeting (Supervisors)	\$100.00
Per Meeting (Deputy Clerk) <i>delete</i>	\$60.00
Per Hour (Supervisors Only)	\$25.00
Per Hour (Clerk/Treasurer)	\$20.00 \$34.00 <i>revise</i>
Mileage (Per Mile) for Board	\$IRS Allowable -
Approved Meetings & Activities	\$.67 as of 1/1/2024

2. DEPUTY CLERK:

(Typing, word processing, mailings, filing,
Phone messages, Assisting people, Special Planning
Commission and Park meetings)

\$18.00 - \$26.00/Hour

30⁰⁰ - 36⁰⁰

3. ADMIN SUPPORT:

(Typing, word processing, filing, Cemetery, Planning Commission)

\$18.00 - \$22.00/Hour

4. ROAD MAINTENANCE WORKER:

Snow Plowing and Sanding with Town Truck
Patching Blacktop as needed, Brushing, Installing Signs
Maintaining an Inventory of Road Conditions & Equipment

~~\$25.50 - \$30.00/Hour~~

revise

\$26⁰⁰ - \$33⁰⁰

GENERAL WORK: Striping, Shoveling, Maintenance Duties

Town Hall Maintenance: Custodial duties (i.e. Town Hall

Cleaning, Windows, Bathrooms, Trash Removal,

Lawn Mowing, Weed Whipping.

Cemetery Maintenance: Mowing, Weed Whipping, Trash Removal as needed.

5. ASSISTANT TO ROAD MAINTENANCE WORKER (Summer help):

General work as directed by the Town Board

\$Prevailing Minimum Wage

6. ELECTION JUDGES:

\$18.00/Hour

HEAD ELECTION JUDGES:

\$20.00/Hour

7. ANIMAL CONTROL (plus mileage)

\$100.00/per animal

8. VETERINARIAN EXPENSE (Room & Board/Disposal)

Up to \$300.00

9. GOPHER FEET BOUNTY (Must live in Baldwin Township)

\$2.00/Pair

10. DCPE PERA CONTRIBUTION (ELECTED OFFICIALS) – 5% of Gross Wages

11. COORDINATED PERA CONTRIBUTION (ELIGIBLE EMPLOYEES) – 7.5% of Gross Wages

12. PLANNING COMMISSION

Approved 2/26/24

\$50.00/Meeting

13. PARK COMMITTEE

Approved 4/1/24

\$35.00/Meeting

14. CEMETARY COORDINATOR

\$100.00/Monthly

Revised 4/2/2024

New Public – Township Information



BALDWIN TOWNSHIP

30239 128th Street, Princeton MN 55371

Telephone: (763) 389-8931

Fax: (763) 389-2751

TextMyGov Announcement

Baldwin Township is pleased to announce the launch of TextMyGov text alerts, a convenient and smart text messaging service that will provide Baldwin Township residents with important information and updates to keep citizens informed.

Residents will receive text message notifications on things such as elections, road closures, and other relevant items. Baldwin will officially launch the new text alert system during the week of October 5th 2024. You may receive a text notification from **91896**. This will be a legitimate text from Baldwin Township. Residents can **opt-out** from all texts at any time by texting **STOP**.

If you did not receive an initial text message, you can choose to **opt-in** by texting "**BALDWIN**" to the number **91896**. After sending an initial keyword, users will be asked to reply to the confirmation with a "**YES**" to opt-in for notifications.

Baldwin Township is excited about this new technology to keep Baldwin residents informed. Other governmental entities across the country are utilizing this system with great success. For more information about TextMyGov, please visit <https://textmygov.com>. To view meeting information, calendar, or current events, please visit our website at www.baldwintwpmn.com.

TextMyGov®

Msg & data rates may apply. Check with your carrier for details.
View terms and privacy policy info at: textmygov.com/opt-in-terms-conditions

Mission Statement

To make Baldwin Township a proud place to live by safeguarding property rights, encouraging agriculture, commercial communities and residential growth.

Joan Heinen

From: Fire Chief
Sent: Thursday, September 12, 2024 1:55 PM
To: Joan Heinen
Subject: FW: Baldwin Township/FW: Permission to use grassy area at young park

Can you add this to the next agenda?

Scott

From: Britney Linn <Britney.linn3@hotmail.com>
Sent: Wednesday, September 11, 2024 4:04 PM
To: Fire Chief <ScoCas01@baldwintwpmn.com>
Subject: Re: Baldwin Township/FW: Permission to use grassy area at young park

Hello,

To answer your questions regarding launching our hot air balloon from Young Park- We would be using this launch spot for personal use. We would like permission to use Young Park as a launch spot for the foreseeable future. Around 75% of scheduled hot air balloon flights are cancelled due to wind issues. So, we would like continuous permission to be able to work around Mother Nature. We require around a 120X120 foot space to launch the balloon. The crew (ourselves included) ensure the safety of onlookers and give clear instructions to the crew and spectators during the launch process. The burners are fueled by 2 on-board propane tanks. Our first launch would likely be this fall and we would continue to use this launch spot whenever the wind allows the balloon to float in the desired direction of the pilot.

Scott also mentioned 30 acres of land that was under the ownership of Baldwin Township. We would also like to request ongoing permission to use this land as well.

Thank you for your consideration,
Britney Linn
Owner-Bucket List Ballooning

From: Fire Chief <ScoCas01@baldwintwpmn.com>
Sent: Wednesday, September 11, 2024 12:00 PM
To: Britney.linn3@hotmail.com <Britney.linn3@hotmail.com>
Subject: FW: Baldwin Township/FW: Permission to use grassy area at young park

-----Original Message-----

From: Joan Heinen <Town.Clerk@baldwintwpmn.com>
Sent: Tuesday, September 10, 2024 7:42 AM
To: Fire Chief <ScoCas01@baldwintwpmn.com>
Subject: Baldwin Township/FW: Permission to use grassy area at young park

Hi Scott,

The questions to ask on the request to use Young Park to launch the hot air balloon are: Personal

1. Is this a one-time request? May be more than once
2. Safety concerns through the Fire Department. 120x 120 area, propane
3. What date are they planning on doing this? October

-----Original Message-----

From: Britney Linn <Britney.linn3@hotmail.com>

Sent: Monday, September 09, 2024 3:31 PM

To: Joan Heinen <Town.Clerk@baldwintwpmn.com>

Subject: Permission to use grassy area at young park

Good afternoon,

We are requesting permission to use the grassy area at Young Park to launch our hot air balloon. The balloon would not land back at the park, the area would only be used to set up and launch the balloon. If this topic is able to be discussed at the board meeting tonight please let us know the consensus. If you prefer that we attend the meeting please reach out as soon as possible so we may make accommodations to attend the meeting tonight. If you would like to see video of how the balloon is set up or if you have any further questions please feel free to reach out.

Thank you so much for your consideration, Britney Linn Owner-Bucket List Ballooning

**BALDWIN TOWNSHIP
SHERBURNE COUNTY
STATE OF MINNESOTA**

**DEVELOPMENT AGREEMENT
THE OAKS OF BATTLE BROOK SECOND ADDITION**

THIS AGREEMENT, entered into this 1st day of April 2024 by and between The Baldwin Township, a political subdivision of the State of Minnesota, referred to herein as the "Town" or "Township", and The Oaks of Battle Brook, LLC, a Minnesota Limited Liability Company, referred to herein as "Developer".

WITNESSETH:

WHEREAS, Developer is the fee owner and developer of the real property as legally described on attached Exhibit A which real property is proposed to be subdivided and platted for development, and which subdivision, which is the subject of this Agreement, is intended to bear the name "The Oaks of Battle Brook Second Addition" and shall hereinafter be referred to in its entirety as "Said Plat" or "Subject Property"; and

WHEREAS, Developer intends to subdivide the Subject Property into twenty four (24 new single-family residential lots; and

WHEREAS, Town Board has given preliminary approval of Developer's plat of The Oaks of Battle Brook Second Addition attached as Exhibit B and approval of the final plat of The Oaks of Battle Brook Second Addition attached as Exhibit C contingent upon compliance with certain Township requirements including, but not limited to, matters set forth herein; and

WHEREAS, the Township requires that certain public improvements including, but not limited to grading, drainage, berming, road cleanup during project development, storm water management, drainage ponds, and other site related improvements (hereafter "Infrastructure Improvements") be installed to serve the Subject Property and be financed by Developer; and

WHEREAS, the Township further requires that certain improvements be installed by the Developer as a condition of Said Plat approval, which improvements consist of roads, topsoil and sod, grading control per lot, drainage swales, berming, road cleanup during project development, erosion control, and other site-related items; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of the Said Plat and the conditions imposed thereon.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. **Construction of Infrastructure Improvements.**

- A. The Developer, at its sole expense, shall construct those Infrastructure Improvements located on and off Said Plat as detailed in the "Civil Plans, Sheet Numbers C1 through C8" dated January 24, 2024 as prepared by Bogart, Pederson & Associates attached hereto as Exhibit D (collectively the "Approved Plans"). If the plans vary from the written terms of this Agreement, the written terms shall control.

All such improvements shall be constructed according to the Approved Plans, Township Ordinances, and the standards adopted by the Township, along with all items required by the Township Engineer. Any revisions to the Approved Plans shall be submitted to the Township Engineer for prior approval. In addition, the roads within Said Plat shall be built in accordance with the Township's Road Specifications.

Unless the Township Engineer specifies a later date, said improvements shall be installed by October 31, 2024, with the exception of erosion control, drainage swales and berming, which shall be installed before and during initial grading of Said Plat.

- B. Developer warrants to the Township for a period of two years from the date the Township accepts by motion of the Town Board the improvements, that all such improvements have been constructed to Township standards and specifications for the entity requiring the improvement and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.

No Infrastructure Improvements shall be accepted by the Township until such time as a licensed professional engineer, retained by the Developer, has certified to the Township that the construction/installation of the Infrastructure Improvement(s) has been done and performed according to Approved Plans.

- C. Developer shall provide the Township with lien waivers from all contractors and subcontractors engaged to construct said improvements on Said Plat. Should Developer fail to provide the Township with all applicable lien waivers, the Township reserves the right to draw upon Developer's surety and pay any contractors who performed work on any Infrastructure Improvements and whom Developer has failed to fully pay for the performance of said work.
- D. Developer shall, at its own expense, also cause to be installed road signs and traffic control signs of such type and at such locations as required by the Township Engineer and in conformance with the Manual on Uniform Traffic Control Devices.

Developer shall require in its purchase agreements with builders that said builders shall remove all rock entrances and silt fencing from each lot after home construction has been completed upon said lot. Builder shall be responsible for maintaining silt fencing and rock entrances until home construction has been completed upon said lot. Failure to comply with these requirements may result in a stop work order being issued until compliance has been determined by the Township.

- E. An easement over all storm water retention/water quality ponds and basins shall be dedicated to the Township. Said dedications shall be in a form and with legal descriptions acceptable to the Township Attorney. A filter strip, at least twenty-five (25) feet in width, shall be maintained adjacent to all wetland boundaries, watercourses, and streams.
- F. The Township shall, at its option, have the Township Engineer and/or designated representatives present on Said Plat for inspection purposes at all times (or such times as the Township Engineer may deem necessary) during the construction and installation of said Infrastructure Improvements. Developer agrees to pay for all reasonable costs incurred by the Township during said inspections.

The Developer hereby grants to the Township its agents, employees, officers, and contractors a right of entry to enter Said Plat to perform any and all work and inspections necessary or deemed appropriate by the Township during the installation of improvements by Developer or the Township, or to make any necessary corrective actions deemed necessary by the Township under this Agreement.

It is the intent of the Parties that the Township Engineer will inspect all work done within the road right-of-way and drainage and utility easements including, but not limited to, cleanouts, road subgrade preparation, storm ponds, infiltration basins, storm sewer and culverts. All other structures or appurtenances located in the road right-of-way easements will be inspected by the Township Engineer.

To facilitate these inspections, the Developer shall provide the Township Clerk and Township Engineer with a pre-construction schedule at least one week prior to the

start of grading and road construction and shall notify the Township Engineer at least twenty four (24) hours prior to any work outlined above being performed within Said Plat so as to coordinate review and inspection of these construction activities. Further, the Developer shall inform its contractors in writing of the provisions of this paragraph.

If the Township Engineer is not notified as provided above, the Developer agrees to pay all additional costs for core samples, borings, or other inspections and tests deemed necessary by the Township in its sole discretion. The Developer agrees that upon being billed by the Township, Developer will pay within thirty (30) days of the mailing of said billing.

G. Developer shall install silt fencing prior to any grading or seven (7) days after the "small utilities" (gas, phone, and electrical, etc.) have been installed, whichever occurs sooner. Developer shall be allowed to substitute a rock entrance pursuant to Township standards for a twenty two (22) foot section of silt fencing on each lot for the purpose of allowing construction vehicles to pass from the street to each lot. No construction vehicles shall pass from the street to the lots except through such designated twenty two (22) foot section. Developer shall remove all rock entrances and silt fencing from each lot after home construction has been completed upon said lot. Developer shall be responsible for maintaining silt fencing and rock entrances until home construction has been completed upon said lot. Failure to comply with these requirements may result in a stop work order being issued until the Township has determined compliance.

H. Developer shall install storm water volume control measures and other storm water facilities upon Said Plat as shown on the Approved Plans and in accordance with current Best Management Practices.

2. **Intended Use of Subdivision Lots.** The Township and Developer agree that the numbered lots in Said Plat are intended only for single-family residential use in the number and the configuration as are shown on Said Plat. Developer shall not alter the lot configuration and shall construct only one single family dwelling per numbered lot, unless Said Property is rezoned by the Township in the future into a classification which would allow additional units to be constructed.

3. **Surety Requirements.**

A. **Township Surety Requirements.** Prior to the Town Board's execution of this Developer's Agreement, the Developer will provide the Township with an irrevocable letter of credit (or other surety as approved by the Township Attorney) as security that the obligations of the Developer to the Township under this Agreement shall be performed. Said letter of credit or surety shall be in the amount of \$630,834.38 representing the sum of 125% of the estimated cost of the Township's Infrastructure Improvements as determined by the Township Engineer. Said letter

of credit or surety must meet the approval of the Township Attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank located within 100 miles of Baldwin Township) and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The letter of credit to the Township shall contain language requiring its automatic renewal prior to December 31 of each calendar year unless the Township specifically approves cancellation of the letter of credit in writing.

The letter of credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be December 31 of each calendar year), the financial institution issuing the letter of credit delivers written notice to the party requiring the security that it intends to modify the terms of, or cancel, this letter of credit. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed to, the party requiring the letter of credit as outlined in Notice section of this Agreement and is actually received by the Township at least thirty (30) days prior to the renewal date.

- C. **Drawing on Letter of Credit.** The Township may draw on its letter of credit or surety to complete work not performed by Developer as required in this Agreement including, but not limited to, Infrastructure Improvements, described above, erosion control, and other such measures, to pay liens on any property to be dedicated to the Township, to reimburse itself for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies or other problems which occur to the improvements during the warranty period, or to otherwise fulfill the obligations of Developer under this Agreement.
- D. **Deficient Letter of Credit.** In the event that any cash, irrevocable letter of credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the Township in total as required herein, the Developer agrees that upon being billed by Township, Developer will pay within thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the Township will, upon making said determination, refund to the Developer any monies which the Township has in its possession which are in excess of the actual costs of the project as paid by the Township.
- E. **Special Assessment/Certification.** Developer hereby agrees to allow the Township to specially assess and/or certify to Developer's property any and all costs incurred by the Township in enforcing any of the terms of this Agreement should Developer's letter of credit or surety prove insufficient or should Developer fail to maintain said letter of credit or surety in the amount required above within thirty (30) days of mailing of written request by the County and/or Township. Should the Township assess Developer's property for said costs, Developer agrees not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes.

F. **Renewal of Letter of Credit.** In the event any surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the Township with a new letter of credit or other surety, acceptable to the Township, at least forty-five (45) days prior to the expiration of the original letter of credit. If a new letter of credit is not received as required above, the Township may without notice to Developer declare a default in the terms of this Agreement and thence draw in part or in total, at the Township's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligations. The Township Attorney shall approve the form of any irrevocable letter of credit or other surety prior to its issuance.

G. **Assess/Certify costs of Enforcement.** Developer hereby agrees to allow the Township to specially assess Developer's property for any and all costs incurred by the County and/or Township in enforcing any of the terms of this Agreement should Developer's surety prove insufficient or should Developer fail to maintain said surety in the amount required above within thirty (30) days of mailing of written request by the Township.

H. **Bankruptcy.** In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within sixty (60) days, or in the event a court appoints a receiver for the Developer, the Township may draw on its letter of credit or surety in its full amount to secure its surety position. The Township shall then release the remainder of said letter of credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the letter of credit under this Agreement.

I. Before a building permit is issued for a lot within Said Plat, a cash escrow shall be furnished to the Township in accordance with the current Fee Schedule to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the Township may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the Township, shall be returned to the person who deposited the funds with the Township.

4. **Surety Release.**

A. Periodically, as payments are made by the Developer for the completion of portions of the Infrastructure Improvements and when it is reasonably prudent, the Developer may request of the Township that the Letter of Credit be proportionately reduced for that portion of the Infrastructure Improvements and other requirements under this Agreement which have been fully completed and payment made, therefore.

B. The Developer may request of the Township a reduction or release of any surety as follows:

1. When another acceptable letter of credit or surety is furnished to the Township to replace a prior letter of credit or surety.
2. When all or a portion of the Infrastructure Improvements have been installed, the Letter of Credit or surety may be reduced by the dollar amount attributable to that portion of Infrastructure Improvements so installed at such time as the Township Engineer has certified to the Township that the construction/installation of the Infrastructure Improvement(s) has or have been done and performed according to Approved Plans.

However, the Township, at a minimum, shall retain the letter of credit or other security in the amount of at least ten percent (10%) of the estimated construction cost of the Infrastructure Improvements costs during the two-year warranty period.

3. As to all requests brought under this paragraph B, the Township shall have sole discretion whether to reduce or not to reduce the letter of credit or security.

C. The costs incurred by the Township in processing any reduction request shall be billed to the Developer and paid to the Township within thirty (30) days of billing.

5. **Abandonment of Project - Costs and Expenses.** In the event Developer should abandon the proposed development of the Subject Property, the Township's costs and expenses related to attorney's fees, engineering fees, professional review, drafting of this Agreement and any other expenses undertaken in reliance upon Developer's various representations shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the Township. In addition, in the event the Developer abandons the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Said Plat, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, Developer agrees to pay all costs the Township may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore or replace and repair any structures damaged by frost in Said Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from Said Plat and to facilitate mowing of Said Plat. In the event that said costs are not paid, the Township may at its option, exercise its rights under Section 6 of this Agreement.

6. **Developer to Pay Township's Costs and Expenses.**

- A. The Developer shall pay a fee for Township administration following approval of

Said Plat in an amount equal to one percent (1%) of the estimated costs of the public improvements or \$2,795.00.

- B. is understood and agreed that the Developer will reimburse the Township for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement, and the approval of the Plat, as well as all reasonable engineering expenses incurred by the Township in designing, approving, constructing, installing, and inspecting said Improvements described above. Specifically, the Developer shall pay an hourly fee for consulting engineering administration which shall include monitoring of construction, observation, consultation with the Developer and its engineers on status or problems regarding the project, monitoring during the warranty period and processing of requests for reduction in security. The Developer shall pay for construction observation performed by the Township's consulting engineers. Construction observation shall include full or part time observation at the sole discretion of the Township.
- C. All reasonable administrative, engineering and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be payable to the Township prior to any building permits being applied for by the Developer for the Lots within the Plat unless otherwise agreed to by the Township.
- D. Further, if the Developer has not already done so, the Developer shall provide to the Township, in cash or certified check, for deposit in an escrow fund, amounts for estimated future administrative and legal fees as well as Township engineering and construction observation costs. The Developer shall establish an escrow account of \$19,565.00 with the Township as partial payment of these costs prior to executing this Agreement. If the escrow amount is depleted, the Developer agrees to furnish additional monies as requested by the Township. The Township may withhold building permits if the Developer does not promptly rectify the escrow account. Any amounts not utilized from this escrow fund shall be returned to the Developer, without interest, when all improvements have been completed, all financial obligations to the Township have been satisfied, and any required "as built" plans have been provided to the Township Engineer in the format specified by the Township Engineer. If additional escrow is required or bills incurred beyond the escrow amount, the Developer may be billed directly for such costs and there will be no acceptance of infrastructure improvements or the issuance of building permits for Said Plat until all obligations have been fully paid. Undisputed bills not paid within thirty (30) days of billing by the Township shall accrue interest at the rate of 6% per year. If the Developer fails to pay such bill(s) within thirty (30) days, then the Township may: (1) secure the unpaid costs from the letter of credit; (2) specially assess or certify such costs against the Subject Property; or (3) take necessary legal action to recover such costs and the Developer agrees that the Township shall be entitled to attorney's fees incurred by the Township as a result of such legal action. Developer agrees not to contest the authority of the Township to assess the Subject

Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

7. **Erosion and Siltation Control.**

- A. Before any grading is started on any site, all erosion control measures as shown on the Approved Plans shall be strictly complied with as well as all requirements of the NPDES permit and any other permit requirements issued by the Township, County, State or Federal government. Developer, its successors and assigns, shall also install and maintain all erosion control measures deemed necessary by the Township Engineer should the erosion control plan prove inadequate in any respect. All temporary erosion and sediment control measures shall be properly disposed of within thirty (30) days after final site stabilization is achieved or after the temporary measures are no longer needed, unless otherwise authorized by the Township.
- B. The Developer, its successors and assigns, shall be responsible for maintaining all erosion and sediment control measures in accordance with all Township, County and State regulations until the responsibilities have been transferred to the Builder for individual lots. Except as provided in this Agreement, upon transfer of NPDES Permit responsibilities, the Builder shall become responsible for maintaining all erosion and sediment control measures on the lot in accordance with the NPDES Permit and Approved Plans.
- C. The Developer shall continue to be responsible for cleaning the streets on a daily basis, or as required by the Township, and maintaining all storm sewer inlet protection devices through the duration of the two-year warranty period.

8. **Drainage Requirements.**

- A. Developer shall comply with all requirements for drainage into any county ditch or other ditch through which water from Subject Property may drain and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any Federal, State, County or Township requirements, all at Developer's expense. In addition, Developer shall fully comply with all recommendations made by the Township Engineer relative to required drainage improvements.
- B. Developer shall not damage or interfere with the use of, or otherwise diminish the functionality of any existing field tiles without the permission of the Township Engineer. Any damage to existing field tile shall be repaired or replaced or rerouted at the sole expense of Developer. Developer shall notify the Township of any field tile located on the Subject Property that has not been identified on the Approved Plans.

9. **Maintain Public Property Damaged or Cluttered During Construction.**

- A. Developer agrees to assume full financial responsibility for any damage which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water mains, sewer mains, air release valves, shut-off valves, septic, well, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of Said Plat including, but not limited to, construction of improvements and home construction. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in Said Plat.
- B. Developer agrees that all construction debris shall be placed in enclosed areas approved by the Township. Developer further agrees to clean the streets and maintain all storm sewer inlet control devices on a daily basis or as required by the Township. Developer further agrees that any damage to public property occurring as a result of construction activity including, but not limited to home construction, on Said Plat will be repaired within three (3) business days of being notified by the Township of the deficiency. Developer further agrees that any damage to public property as a result of construction activity on Said Plat will be repaired immediately if deemed to be an emergency by the Township.
- C. If Developer fails to timely repair or maintain said public property after being notified by the Township, Township may undertake making or causing it to be repaired or maintained. When the Township undertakes such activity, the Developer shall reimburse the Township for all of their expenses within thirty (30) days of a billing to the Developer. In the event that said costs are not paid, the Township may at its option, exercise its rights under Section 6 of this Agreement.

10. **Temporary Easement Rights.** Developer shall provide access to the Subject Property at all reasonable times to the Township or their representatives for purposes of inspection and/or to accomplish any necessary work pursuant to this Agreement.

11. **Miscellaneous.**

- A. Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at Developer's sole expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.

- C. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the Township, Developer, its contractors, subcontractors, materialmen, employees, agents, assigns or third parties.
- D. The action or inaction of the Township shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the Township. The Township's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. The Developer represents to the Township that Said Plat complies with all County, State, Township and Federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances, building codes and environmental regulations. Developer agrees to obtain all required Federal, State, County, Township and other local permits. If the Township determines that work in Said Plat does not comply, the Township may, at its option, refuse to allow construction or development work in Said Plat until the Developer so complies. Upon the Township's demand, the Developer shall cease work until there is compliance as determined by the Township.
- F. Prior to the execution of this Agreement, Developer shall provide the Township with evidence of good and marketable title to all of Subject Property. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, or a title opinion and an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- G. Prior to the recording of the Final Plat, Developer shall provide the Township with any required consents to plat and subordination agreements executed by current mortgage holders agreeing to subordinate their respective mortgage to both the Final Plat and this Developer's Agreement in a form acceptable to the Township Attorney.
- H. Developer shall comply with and receive all required permits relating to storm water, wetland reconstruction activities, ponding and wetland related restrictions, if any, required by the Township and/or any applicable provisions of State and Federal law including, but not limited to, the Wetland Conservation Act of 1991 and any amendments thereto.
- I. Within thirty (30) days after completion of construction of improvements and prior to any improvements being accepted, the Developer shall provide the Township with CAD formatted "as built" or "record drawings" for all improvements within the Plat and Grading Plan including certification by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land dedicated to the Township or County with appropriate access easements from a

public road for maintenance activities in a form acceptable to the Township Attorney and Township Engineer.

- J. Developer shall construct, at its sole cost, shall extend 295th Avenue terminating in a cul-de-sac to serve the lots within Said Plat. The cost of constructing said roadway to Township bituminous standards, including, but not limited to, easement acquisition, engineering, surveying, and any wetland impacts and associated restoration, according to Approved Plans shall be the sole responsibility of the Developer.
- K. Developer shall construct, at its sole cost, shall construct 131st Street NW. The cost of constructing said roadway to Township bituminous standards, including, but not limited to, easement acquisition, engineering, surveying, and any wetland impacts and associated restoration, according to Approved Plans shall be the sole responsibility of the Developer.
- L. Developer, it's successor or assigns, agrees that each lot located within the Plat shall be responsible for an equal share of the Township's costs to maintain and administer any storm water ponds and infiltration basins located within the Plat. Said Developer, its successor or assigns, hereby agrees to allow the Township to specially assess or certify to each such Lot an equal share of any and all costs incurred by the Township in maintaining said storm water ponds and infiltration basins and drainage easements. Should the Township assess the Lots as provided above for said maintenance and administrative costs, Developer, it's successor or assigns, agrees that their Lot benefits from the improvement in the amount assessed and further agrees not to contest or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.
- M. Developer, its successors or assigns, shall strictly comply with all weed control ordinances as well as any additional requirements required by the Township Engineer. Should the Developer, its successors or assigns fail to promptly comply with the provisions of this paragraph, the Developer, it's successor or assigns, hereby agrees to allow the Township to enter onto the lot located within Said Plat that has failed to comply with said weed control ordinances, to bring the lot into compliance with the weed control ordinances in addition to any requirements of the Township Engineer, and to be responsible for the Township's maintenance and administrative costs to remove said weeds. Said Developer, its successor or assigns, hereby agrees to allow the Township to specially assess Developer's property in Said Plat for any and all costs incurred by the Township in maintaining said offending lots and/or enforcing any of the terms of this Agreement.
- N. Each right, power or remedy herein conferred upon the Township is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the Township, at law or in equity, or under any other Agreement, and each and every right, power and remedy herein set forth or

otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Township and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- O. Developer shall provide to the Township with a completed signed paper copy of the Mylar of the Final Plat as recorded with the Office of the County Recorder.
- P. If required by the Township, the Developer shall enter into a maintenance agreement with the Township to grade and/or snowplow the streets within Said Plat until such time as the street located within Said Plat is accepted by the Township. The maintenance agreement shall be in a form acceptable to the Township Attorney.

12. **Violation of Agreement.**

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the Township shall give the defaulting party thirty (30) days mailed notice thereof (via certified mail), and if such default is not cured within said thirty (30) day period, the Township are hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the Township in full. The thirty (30) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer, the Township may thence immediately and without notice or consent of the Developer exercise its rights pursuant to Section 6 of this Agreement.
- B. Notwithstanding the thirty (30) day notice period provided for in paragraph 12A above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the Township may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the Township makes good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the Township to remedy said harm.
- C. Breach of any of the terms of this Agreement by the Developer shall be grounds for denial of building permits.

13. **Park Dedication Fee to the Township.** In addition to the expenses already identified in this Agreement, prior to the execution of this Agreement, Developer shall also be responsible for paying a park dedication fee for twenty four (24) newly created lots within Said Plat in the amount of \$28,800.

14. **Dedications to the Township.** Developer, upon presentation to the Township, evidence of good and marketable title to Subject Property, and upon completion of all construction work and certification of completion by the Township Engineer, shall make the following dedications to the Township:
- A. Developer shall dedicate access to all drainage and utility easements including, but not limited to storm water ponds and infiltration basins located within the Plat in a form and with legal descriptions acceptable to the Township Attorney.
 - B. Developer shall dedicate to the Township all road rights-of-way within the Plat. Prior to the Township's acceptance of said dedications the Developer shall provide the Township with CAD formatted "as built" or "record drawings" for all improvements done in the construction of the roads as well as any modified designs that show the changes to the Approved Plans. Acceptance by the Township of any dedication shall occur upon passage of a resolution to such effect by the Town Board. All dedications shall be in a form and with legal descriptions acceptable to the Township Attorney.
 - C. Developer shall dedicate to the Township drainage and utility and slope easements located within Said Plat. Said dedications shall be in a form and with legal descriptions acceptable to the Township Attorney.
 - D. Upon completion of the work and construction required by this Contract and final plat approval, the improvements (other than privately owned utilities) lying within public easements or publicly dedicated lands, will become Township property without further notice or action. The work and construction will not be considered to be complete until the Township Engineer has reviewed all work and construction and has provided a written recommendation thereof to the Township and such work has been accepted by motion or resolution of the Town Board.
15. **Phased Development.** If the plat is a phase of a multi-phased preliminary plat, the Township may refuse to approve final plats of subsequent phases until public improvements for all prior phases have been satisfactorily completed. Development of subsequent phases may not proceed until the Township approves Development Agreements for such phases. Approval of this phase of the development shall not be construed as approval of future phases nor shall approval of this phase bind the Township to approve future Development phases. All future development phases shall be governed by the Township's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Building Codes and other Ordinances in effect at the time such future Development phases are approved by the Township.
16. **Claim Waiver and Indemnity.** The Developer agrees to waive any and all claims whatsoever against the Township and its respective governing boards, agents, employees, contractors, and representatives as a result of this subdivision development. Further, the Developer shall hold the Township, its respective governing boards, its agents, employees, contractors, and representatives harmless from any and all claims made by itself and third

parties for damages sustained or costs incurred as a result of Said Plat approval and development. The Developer shall indemnify the Township and its officers and employees for all costs, damages or expenses which the Township may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the Township under this contract.

17. **Assignment of Contract.** The obligations of the Developer under this Agreement cannot be assigned without the express written consent of the Township through resolution.
18. **Limited Approval.** Approval of this Agreement by the Township in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
19. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the Township as a result of Township efforts to enforce the terms of this Agreement against Developer. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the Township in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and professional fees incurred by the Township in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.
20. **Plans.** All plans referenced in this Agreement are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
21. **Integration Clause, Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.
22. **Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand to Township Clerk or registered mail addressed as follows:

To the Township:

Baldwin Township
30239 128th Street NW
Princeton, MN 55371

Township Engineer:

Hakanson Anderson
3601 Thurston Avenue
Anoka, MN 55303

Township Attorney:

Couri & Ruppe, PLLP
705 Central Avenue East
P.O. Box 369
St. Michael, MN 55376

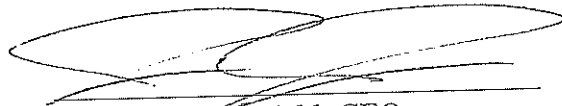
To the Developer:

The Oaks of Battle Brook, LLC
12222 313th Avenue
Princeton, MN 55371

25. **Agreement Effect.** This Agreement shall run with the land and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto and shall be recorded against the title to the Subject Property.

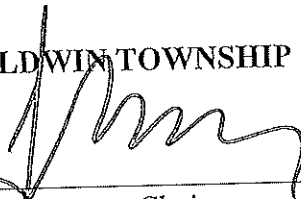
IN WITNESS WHEREOF, the Township and the Developer have caused this Agreement to be duly executed on the day and year first above written.

THE OAKS OF BATTLE BROOK, LLC

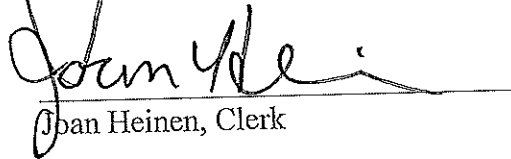


Joss Patrick Jondahl, CEO

BALDWIN TOWNSHIP



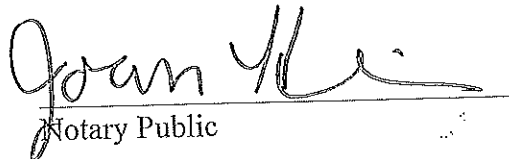
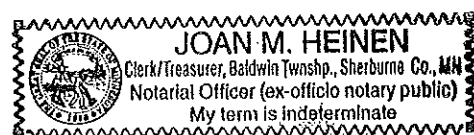
Jay Swanson, Chairman



Joan Heinen, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

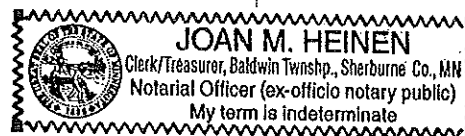
The foregoing instrument was acknowledged before me this 5th day of April 2024, by Joss Patrick Jondahl as the Chief Executive Officer of The Oaks of Battle Brook, LLC, a Minnesota Limited Liability Company, on behalf of the company.


Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 12th day of April 2024
by Jay Swanson, Chairman of Baldwin Township on behalf of the Baldwin Township Board of
Supervisors.

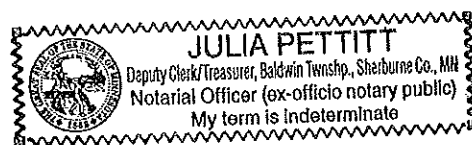
Joan Heinen
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 5th day of April 2024
by Joan Heinen, Clerk of Baldwin Township, on behalf of the Baldwin Township Board of
Supervisors.

Julia Pettitt
Notary Public



This instrument was drafted by:
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
PO Box 369
St. Michael, MN 66476-0369
Phone: (763) 497-1930

EXHIBIT A

The legal description of the property which is the subject of this Developer's Agreement is as follows:

Lots 1 - 14, Block 1

Lots 2 - 10, Block 2

The Oaks of Battle Brook Second Addition, according to the plat of record on file in the Sherburne County Recorder's Office, Sherburne County, Minnesota.



BALDWIN TOWNSHIP

9/16/2024

Town of Baldwin
30239 128th Street NW
Baldwin Township, MN 55371

Office Hours
8:00 a.m. to 4:30 p.m. Mon—Fri
Summer Hours on Friday
8:00 a.m.—12:00 p.m.

Phone 763-389-8931
Email:
town.clerk@baldwintwpmn.com

TOWNSHIP BOARD OF SUPERVISORS

Jay Swanson, Chair —763-631-8545
Tom Rush, Vice Chair—763-389-8931
Scott Case—763-350-0374
Jeff Holm—763-389-8931
Alan Walker—763-389-8931

CLERK / TREASURER

Joan Heinen—Clerk/Treasurer
Kayla Nielsen—Deputy Clerk/Treasurer

FIRE STATION

****EMERGENCY DIAL 911****
Scott Case, Fire Chief
763-350-0374

PUBLIC WORKS DEPARTMENT

Zachary Good, Supervisor
763-389-8931

BALDWIN TOWNSHIP WEBSITE:
www.baldwintwpmn.com

BALDWIN TOWNSHIP FACEBOOK:
[www.facebook.com/
BaldwinTownshipMinnesota](http://www.facebook.com/BaldwinTownshipMinnesota)

Calendar of Events for 2024 (unless otherwise noted all meetings start at 7:00 p.m.)

September 18	Special Planning Commission Meeting
September 19	Park Committee Meeting
September 23	Town Board Meeting
September 25	Planning Commission Meeting
September 28	FUNFEST AT YOUNG PARK 11am-3pm
October 7	Town Board Meeting
October 16	Special Planning Commission Meeting
October 17	Park Committee Meeting
October 21	Town Board Meeting
October 23	Planning Commission Meeting
October 31	Halloween
November 5	GENERAL ELECTION
November 11	Veterans Day OFFICE CLOSED
November 13	Special Planning commission Meeting
November 14	Park Committee Meeting (if needed)
November 18	Town Board Meeting
November 20	Planning Commission Meeting
November 28	Thanksgiving Day OFFICE CLOSED
December 2	Town Board Meeting
December 12	Park Committee Meeting (if needed)
December 16	Town Board Meeting
December 25	Christmas Day OFFICE CLOSED
December 31	New Years Eve

Burning Permits are available at the Town Hall or online at
www.dnr.state.mn.us.

WHAT'S HAPPENING NEXT IN BALDWIN

BALDWIN FUNFEST—SEPTEMBER 28TH AT YOUNG PARK—11-3
Come join us for some fun—We are looking to grow this event
next year and we need your help! Sign up to be a volunteer at our
booth during FunFest!

BALDWIN MAYOR/CITY COUNCIL Q &A

On July 16, 2024, Baldwin was officially granted incorporation status and will operate as a city when a Mayor and City Council are elected and seated. The election will be held on Tuesday, November 5, 2024.

The candidates running for Baldwin Mayor/Council seats were invited to share their responses to three questions to give Baldwin residents a better idea of the candidate's backgrounds and views. Their responses are shown below along with the positions the candidates are running for.

Question 1: Why are you running for Mayor/City Council?

Question 2: What do you feel makes you qualified to run for Mayor/City Council?

Question 3: Many residents are concerned with Baldwin retaining its rural community environment. What steps or actions do you feel are necessary to achieve that while still balancing growth?

MAYOR CANDIDATES

Jay Swanson

Question 1 Answer:

My values align with what the people are looking for and my track record proves it. My wife and I moved to Baldwin in 2001. I moved my business to Baldwin's commercial park in 2005. I ran for the Baldwin Township Board and won seat "E" in 2009. I've been on the Town Board for 15 years and have served as the chairman for 11. Last March, I was elected for my 6th 3 year term. As we begin our new City, the rural character does not have to change. If elected Mayor I will continue to ensure it doesn't.

Question 2 Answer:

Judge Jessica Palmer-Denig's order (MBAU Docket I-75) granting Baldwin Township's petition to incorporate says it best on page 25, line 117; "Currently, the Township's tax rate is lower than that of all of its surrounding cities, and lower than all but one of its surrounding townships." I've spent the past 15 years safeguarding that very thing for all of the residents of Baldwin Township. As Mayor, by continuing the same commitment to these conservative values, it will be my mission to ensure no one feels any difference after the Township becomes a City.

Question 3 Answer:

It starts by maintaining large lots, low taxes and small government. I believe 2.5 acres is a proper minimum. It affords space to enjoy toys and an out building. Our hobby farms and agricultural production must be supported as well. These characteristics are essential and must be continued. It's what people want. It's why WE moved here. Government's place is to keep our roads maintained and our taxes low. According to the Judge we are doing just that. As Mayor I will continue to uphold the rural character of our City and ensure that government stays as small as possible.

Travis Ekbohm

Question 1 Answer:

Like many residents, I disagree with the decision to incorporate. Moreover, blindsiding the town with that decision has created deep distrust throughout the community. I'm running for mayor to make sure we start Baldwin right, with transparency and fiscal responsibility. I believe I can provide the judgement and prudence necessary to restore trust and get us off on the right foot.

Question 2 Answer:

I understand the difference between management and leadership. If we're going to keep Baldwin rural, it's going to require leadership committed to that end. If we settle for a manager who just wants things to develop smoothly, then we're going to lose the rural character that we cherish. Furthermore, as a CFO I'm very comfortable overseeing the financial side of an operation to maximize efficiency and minimize overhead.

Question 3 Answer:

I reject the premise of the question. Our mission is to maintain the quality of life we have, not to determine which sacrifices are to be made in the name of growth. The natural tendency of cities is to confuse greater density and higher tax revenues with success. I don't believe higher taxes or apartment complexes will mean Baldwin is succeeding. Just the opposite. I won't be seeking a new balance. I'll be deliberately working for stability.

City Council (Two Year Term)

Matthew Johnson

Question 1 Answer:

I am running for City council because I Moved here in 2021 and Love it here. As a homeowner and parent, I want to keep this now city a great place to raise a family. I have the experience in finance and community service as a Firefighter/EMT to be an effective City Council member. I will work hard and make sure your voice is heard.

Question 2 Answer:

I have several years as a member of management with several companies. Everything from employee relations to budgeting and scheduling,. Recently I've gained experience with a Mayor and City Council members to make effective policy changes for its employees and citizens.

Question 3 Answer:

I believe that it is essential for all voices to be represented in the decision-making process. As a city council member, I would ensure that citizens have multiple opportunities to provide input and feedback on policy initiatives. This could include public forums, town hall meetings, surveys, and other methods of gathering information from and for the community.

Bruce West

Question 1 Answer:

I am running for City Council to be a voice for the citizens and work hard to keep our rural community values alive and well in the City of Baldwin. I want to be part of the decision process to keep our current minimum lot size of 2 1/2 acres in place to ensure our rural beauty to enjoy and raise a family. If elected I will work to keep our taxes low, be fiscally responsible and address the issues our newly formed city government will face.

Question 2 Answer:

Over 40 years of local and state government experience in public safety. My fire service career started in the Anoka Champlin Fire Department for 16 years. I was the Elk River Fire Chief and Emergency Management Director for 15 years. For 12 years I worked for the Minnesota Department of Public Safety in various positions, Minnesota State Fire Marshal for over 6 years and DPS Assistant Commissioner of Emergency Services for 3 years. During my 40 year public safety career, I frequently faced challenging budget issues, but most importantly ensured good communication with staff, supervisors, local and statewide constituents

Question 3 Answer:

My first priority will be to listen to the concerns of the City of Baldwin residents surrounding the key issue of retaining our rural community environment. I am in favor of retaining the current minimum lot size of 2 1/2 acres and not reducing it to 1 acre in size. Many citizens favor the rural community environment and feel strongly that it is the responsibility of the newly elected mayor and city council members on November 5, 2024 to maintain the status quo on minimum lot size.

Tom Rush

Question 1 Answer:

I am running for City Council to Continue my leadership, experience, and knowledge of local government, and smooth transition from township to city government. My focus will be using the MSA (Municipal State Aid) monies \$500k awarded for becoming a city for road construction and preventative maintenance of our 80 miles of roads. My vision is to maintain the rural character of Baldwin as it exists today, To strategically plan and manage the growth for the future of Baldwin. If elected I will continue to be fiscal responsible, keep taxes low, common sense spending and transparency to the public.

Question 2 Answer:

I believe with my 15 years of being on the town board and 5 years of Chair of Sherburne County Association of Townships makes me qualified to run for City Council. My experience and understanding of local, state and county government would be beneficial to the city. I also have 28 years of banking and financial services background.

Question 3 Answer:

The steps to maintain our rural community and balance growth was taking over Planning and Zoning from the County, The city will keep the minimum lot sizes to 2.5 acre lots to maintain our rural community as the County is considering 1 acre lot sizes. My vision is to maintain the 2.5 acre lots and work with our Planning Commission to maintain and strategically plan our growth commercially and residential. To have common sense ordinances that preserve Baldwin's rural character and country feel.

Lance Valerius

Question 1 Answer:

I am running for the two-year City Council term position, because I want transparency as to what is going on with our newly founded Baldwin City and to try to maintain our previous lifestyle before we became a city.

Question 2 Answer:

Unable to submit by deadline.

Question 3 Answer:

Rightfully so, as am I and this is the reason I am running for council. I like many of the people who moved out here want to avoid city taxes and a city lifestyle. My goal and hope with Baldwin being a city now is that we remain as we were before the change. I know growth is inevitable, but some growth isn't necessary or avoidable and other growth is necessary. If I were elected, I would do my best to ensure our growth as a city is only necessary,

Mark Bavier

Question 1 Answer:

I have lived in Baldwin Township for 29 years and I am at a point in my life where I want to give something back to the community. I am running for a two-year term Council Member as I believe that I can offer my leadership and communication skills to effectively collaborate with the new Mayor and the other City Council members while making sure I am working on behalf and in the best interests of the citizens of our new city.

Question 2 Answer:

I currently work for a successful nationwide construction company which I have been employed with for the past 27 years. I have worked in both project management and operations, currently holding the position of VP of Operations where I oversee 125 employees. I am also currently part of the company Leadership Team. I believe I can use my business and leadership experiences to be an effective member of the city council. Furthermore, I believe I can represent the residence of Baldwin as someone who leads with a commonsense approach with no preconceived personal agendas.

Question 3 Answer:

I too share some of the same concerns about what it means to becoming a city and how it will impact our current way of life. The rural community lifestyle with less government is what brought so many of us to this area. As we move forward as a city, we need to carefully scrutinize allocations that brings more overhead and more unnecessary services. This must be done with fiscal responsibility by focusing on community needs and not wants. I will involve the residence by listening to their concerns, so they feel involved as we make decisions on their behalf.

Jeff Holm— (Unable to submit by deadline.)

City Council (Four Year Term)

Scott Case

Question 1 Answer:

I want to maintain Baldwin's current way of life by preserving our rural character, 2 1/2-acre minimum lot sizes, and the basic services which we currently have. We need to keep our tax rate low which is lower than any nearby city and all but 1 township. I believe a smooth transition (to) a city is important to achieving these things.

Question 2 Answer:

I have over 38 years of public safety experience. I retired from the St. Paul Fire Dept. after 30 years as a district fire chief so I feel I can deal with any situation that may present itself. As a current township supervisor for over 2 years and Baldwin's fire chief for almost 8 years, I believe I have shown the ability to communicate with the residents on issues and understand various points of view.

Question 3 Answer:

We love our rural lifestyle, so we need to control where growth occurs by thoughtful planning and seeing to our current residents needs and concerns. Baldwin's population has almost doubled since I moved here 24 years ago. I am opposed to any apartment complexes in Baldwin. I believe any commercial growth should be limited to the 169 corridor with single family residential dwellings in other areas.

Cartrell Cooper

Question 1 Answer:

I am asking for your vote as a candidate for Baldwin City Council. I'm running as a concerned resident with a deep appreciation for our rural lifestyle. I'm passionate about preserving our way of life. The community fears that a group could transform Baldwin into a suburb of the city to our north. My 45 years of experience in customer service have honed my listening and communication skills. understand what to look out for, which will guide my work on the council. I aim to enhance public communication and protect our rural character. Vote for Cooper to keep Baldwin strong.

Question 2 Answer:

My experience with Blaine City Development projects, I have seen firsthand how developers like ERA Muske and or other Groups get on council, and often fail to deliver on their promises, and I'm determined to ensure Baldwin doesn't face the same issues. My service in the Air Force, Hennepin County Sheriff Department, and with the Centennial Volunteer Fire Department has instilled in me strong leadership and dedication to public service. My background in real estate, education through MBR- Course Cultures Customs and Communication, 45 years of customer service, teaching, and running Big D'S Dog Training, make me uniquely qualified for Baldwin Council.

Question 3 Answer:

To retain Baldwin's rural community environment while balancing growth, we must prioritize preserving larger acreage sizes, ensuring development aligns with our rural values. Fiscal responsibility is key, watching every dollar spent to maintain our way of life. By carefully managing resources, making services pay for themselves, and making thoughtful decisions, we can protect the charm and character that residents value. As a voice with the people, I will champion these principles, ensuring Baldwin remains a place where rural life thrives alongside mindful progress. Vote Cooper for communication and a balanced approach to growth that prioritizes the community's interests.

Chase Springman

Question 1 Answer:

We choose to live in a township because we all love the rural lifestyle. I am running for office because I feel the tax payers voice has been lost. There has been a major decision made without the consent of a public vote. My stance is the tax payers voice needs to be heard because it's OUR city.. We all live in our means and so should the people that are running our city. We need no more -government. I proudly ask for your vote with the hope 50 years from now our city looks the exact same as today.

Question 2 Answer:

I attended St. Scholastica in Duluth receiving my degree in Business Administration. I currently own Fairway Shores Golf Course a small business in Baldwin Township. With my stake in the community I'm passionately aware at all times what is happening in my local government. I'm currently the president of Lake Place Homeowners Association where I oversee 78 Homes in our community. With my background history I confidently know I can be a voice for the tax payers in our community.

Question 3 Answer:

Retaining our rural lifestyle is a huge concern that weighs heavy on me. With more government comes more services. My goal is to have very limited growth over the next 50 years, If you want bigger and better don't come to our city and expect it because that is not the wish of the people. The main intent is to keep tax payer dollars low. Maintaining our large lot sizes and having the integrity to stand up for the tax payers voice in our community. If you would like information on myself check out our website www.startbaldwinright.com.

Thomas Andrews

Question 1 Answer:

I'm running for City Council to try and make a difference in our community. I've always wanted to help my community when the time was right to do so, and that time is now. Once Baldwin became a city I figured I'd put my experience to use and see how I can help shape our city for the future. I've (been) here for over 20 years and don't want to see our city move in the wrong direction. Keeping the small town feel is very important to me.

Question 2 Answer:

I retired from the United States Marine Corps with over 21 years of experience leading Marines. I've led Marines all over the globe from the platoon level to the regiment level and attended the most challenging enlisted leadership academies. I now work as a project manager in the building automation field. I have excellent leadership skills and pride myself on making sound and timely decisions on a daily basis. Having the skills needed to gather all pertinent information while asking the tough questions ensures a solid outcome.

Question 3 Answer:

Maintaining the rural community we have now is important. As we move toward the future we need to move in the right direction and do so at the correct pace. Taxes need to stay low and if any future development happens, it needs to be for the good of the entire city and not just for a select few. Taking everyone's opinion into account when making these important decisions is vital to our success as a city as well as maintaining our quality of life.

Alan L. Walker

Question 1 Answer:

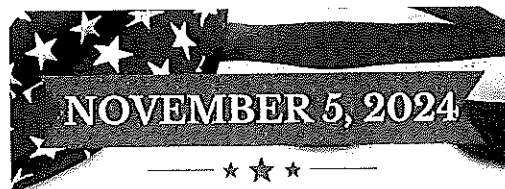
I lived and raised my family in Baldwin Township for the past 26 years. I am semi-retired and I have more time to get involved in the Baldwin community. I want to keep the rural country living without all the city politics and policies that hinder county style living. My experience with the Parks and Recreation Board and Supervisor position will help me go forward with conservative, common sense transparent approach to our new city status.

Question 2 Answer:

I am currently supervisor for Baldwin Twp for the past 5 months and I was on the Parks and Recreation Board for 1 year. I've attended most meetings since 2021. I've worked for Baldwin Twp plowing snow for the past few years. Along with experience on road construction, concrete and asphalt. I'm involved in district 27B politics, and I've been a delegate and alternate.

Question 3 Answer:

Keep lot sizes at 2.5 acres or more, no city water and sewer. Private wells and private septic's only. No apartment buildings and allow people to have the farms and hobby farms and keep small businesses in the city. And also to keep a good relationship with our Sheriff's department and keep our fire department up to date as needed and our roads repaired and maintained without over budgeting.



GENERAL ELECTION DAY

Visit baldwintwpmn.com to view the General Election sample ballots.

ANCOMDELIVERS
SOLUTIONS**ANCOM Communications**1800 East Cliff Road, Suite 17
Burnsville MN 55337

(952) 808-0033 Fax: (000) 000-0000

QUOTATION

QUOTE NO.: 51978 - 00 EC

DATE: 8/30/24

TERMS: NET 30

DELIVERY: SpeedDee

BILL TO: 222
NE Sherburne Fire & Rescue
30239 128th St NW
Princeton, MN 55371SHIP TO: 1
NE Sherburne Fire & Rescue
Attn: Nick Cole
30239 128th Street
Princeton, MN 55371Please reference Quote No. on
Correspondence & purchase orders.
Quote expires: 10/29/2024

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

SEQ	QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	10	Minitor VI VHF 5CH Pager Pkg	469.00		4,690.00
1A	10	Standard Charger for MVI			
1B	10	Expr Maint Plan TOTAL 5 Yrs	60.00		600.00
2		Programming by End User			
3		Thank you for your order!! RE			
		Item summary			5,290.00
		Subtotal			5,290.00
		Freight			40.00
		Sales Tax			.00
		GRAND TOTAL:			5,330.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY

Randy Beach

4

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

P.O. No

LEGAL NAME OF PURCHASER

Date

AUTHORIZED SIGNATURE

**MOTOROLA**

Authorized Two-Way Radio Dealer

ANCOMDELIVERS
SOLUTIONS**ANCOM Communications**
1800 East Cliff Road, Suite 17
Burnsville MN 55337
(952) 808-0033 Fax: (000) 000-0000**QUOTATION**QUOTE NO.: 51977 - 00 EC
DATE: 8/30/24
TERMS: NET 30
DELIVERY: SpeedDeeBILL TO: 222
NE Sherburne Fire & Rescue
30239 128th St NW
Princeton, MN 55371SHIP TO: 1
NE Sherburne Fire & Rescue
Attn: Nick Cole
30239 128th Street
Princeton, MN 55371Please reference Quote No. on
Correspondence & purchase orders.
Quote expires: 10/29/2024

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

SEQ	QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
1	10	Minitor 7 5 CH IS VHF PGR PKG 151-158.995 MHz	509.00		5,090.00
1A	10	3 Year Extended Warranty	60.00		600.00
1B	10	STD Charger with Pager Kit			
2		Other Pager Accessories:			
3	1	M7 Programming Kit	89.00		89.00
4		-Programming be End User			
5		Thank you for your order!! RE			
		Item summary			5,779.00
		Subtotal			5,779.00
Continued on following page					

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY

Randy Beach

4

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

P.O. No

LEGAL NAME OF PURCHASER

Date

AUTHORIZED SIGNATURE

**MOTOROLA**

Authorized Two-Way Radio Dealer

QUOTE NO. 51977 - 00
NE Sherburne Fire & Rescue

NE Sherburne Fire & Rescue

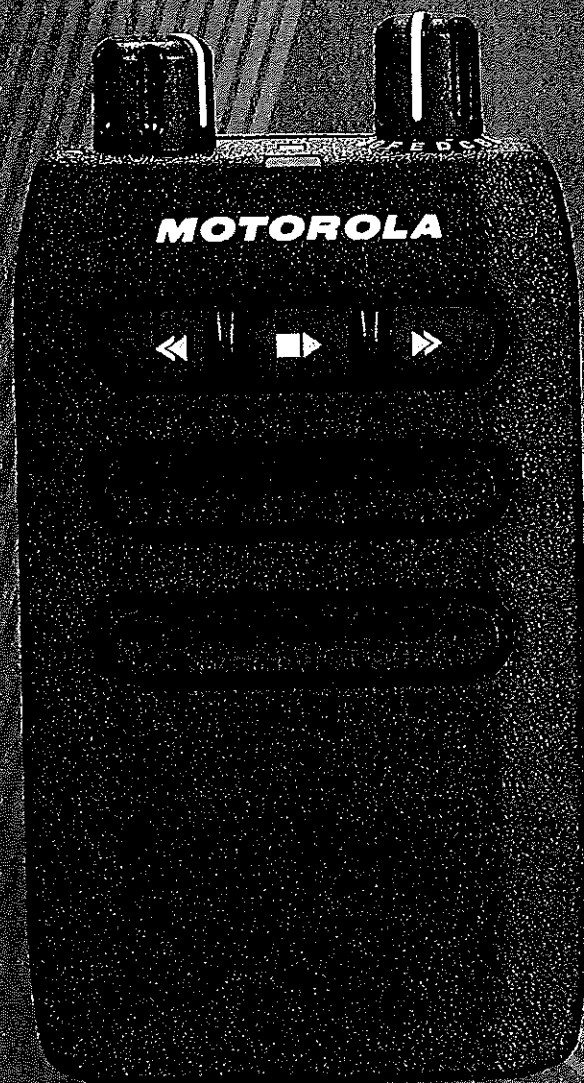
PAGE 2
DATE 8/30/24

SEQ	QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
			Freight		40.00
			Sales Tax		.00
			GRAND TOTAL:		5,819.00

Data Sheet

MINITOR 7

Two-tone
analog voice pager

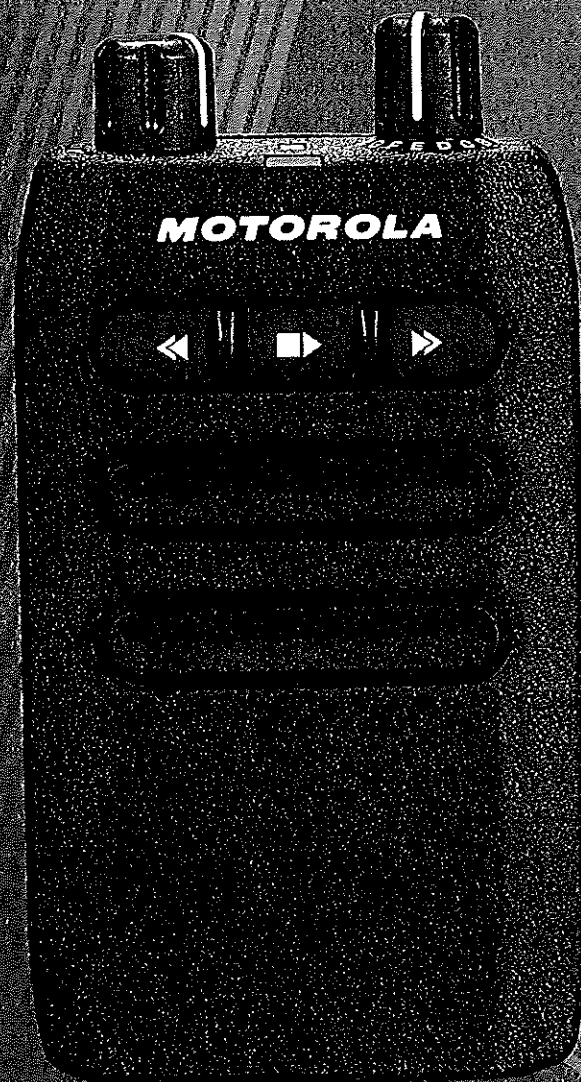


MOTOROLA SOLUTIONS

Data Sheet

MINITOR 7

Two-tone
analog voice pager



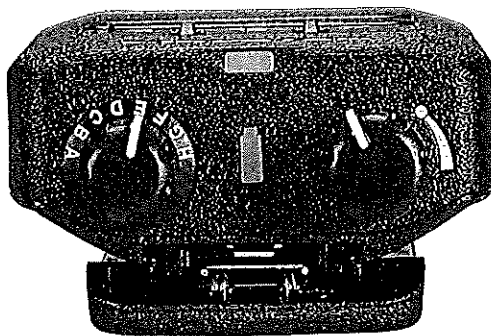
MOTOROLA SOLUTIONS

Replay. Respond.

Compact, lightweight and durable, the MINITOR 7 is built for the realities of first responders. Whether in an urban incident or wildland fire, rely on the MINITOR's 50 years of excellence; We understand the challenges you face - you need a device tough enough to withstand hazardous environments, to deliver life-saving information when you need it most.

Simple

- Error-proof design keeps you focused on the emergency
- Integrated button & speaker for easy operation

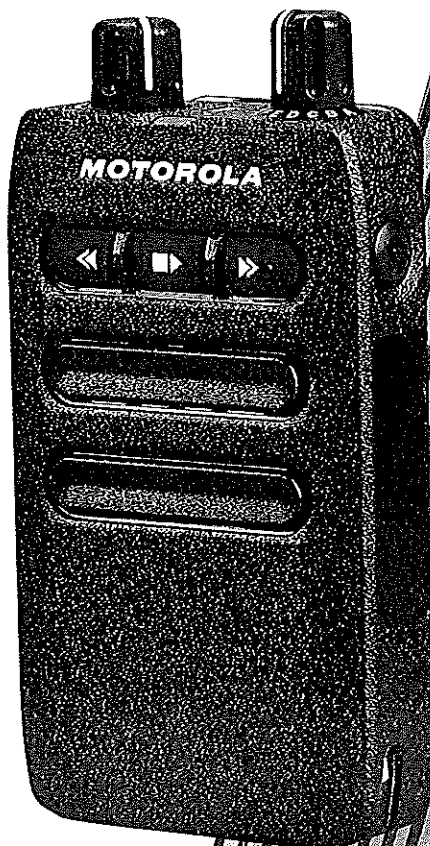


Reliable

- Ingress protection IP66, IP67 for use in wet and dusty environments
- Intrinsically safe for hazardous conditions
- Charging design ensures call readiness

Safe

- Warning alert for when you need immediate help
- 5-channel scan to minimize the risk of missed messages
- Customizable voice announcements and alert tones to fit your needs



Device specifications

GENERAL SPECIFICATIONS

	VHF	UHF
Channels	5	5
Frequency Range	143-174 MHz	450-486 MHz
Channel Spacing (Wide / Narrow Band)	25 kHz / 12.5 kHz	25 kHz / 12.5 kHz
Typical Alerting Sensitivity (Wide / Narrow Band)	3.5 μ V/m / 4.5 μ V/m	3.0 μ V/m / 4.0 μ V/m
Maximum Alerting Sensitivity (Wide / Narrow Band)	4.5 μ V/m / 5.5 μ V/m	4.0 μ V/m / 5.0 μ V/m
Selectivity	>65 dB	>65 dB
Spurious Image Rejection	>70 dB	>70 dB
Frequency Stability	$\pm$ 10 ppm	$\pm$ 5 ppm
Audio Output @ 12" (Alert / Voice)	96 dB / 94 dB	96 dB / 94 dB
Audio Distortion	< 3%	< 3%
Dimension (H x W x D) with battery	4.5 x 2.4 x 1.0 in.	
Weight with battery and belt clip	6.4 oz.	
Programmable Addresses	15 per Channel	
Voice Storage Time	20 Minutes	
Power Supply	3.7V Li-Ion Battery Pack	
Battery Life ¹ (between charge cycles)	10 Days (80 hours)	
UL Intrinsically Safe Rating ²	Yes	

ENVIRONMENTAL SPECIFICATIONS

Operating temperature ³	-30 C to + 60C
Storage temperature	-40 C to + 85C
Thermal shock	Per MIL-STD 810C, D, E, F, G, H
Humidity	Per MIL-STD 810C, D, E, F, G, H
ESD	IEC 61000-4-2 level 3
Dust and water intrusion	IEC 60528 - IP6x IEC 60528 - IPx6 IEC 60528 - IPx7
Rain	Per MIL-STD 810 E (blowing rain) Per MIL-STD 810 G III (dripping rain)

¹ Duty cycle: 8 hour day / 5 messages @ 30 seconds each

² UL certified intrinsically safe for hazardous locations:

- Division 1, Class I, Group C, D,
Class II, Group E, F, G, Class III, T3C

³ Pager only - Li-Ion battery -10C to +60C

MILITARY STANDARDS (MIL-STD-810)

	MIL-STD810C		MIL-STD810D		MIL-STD810E		MIL-STD810F		MIL-STD810G		MIL-STD810H	
	Method	Procedure	Method	Procedure	Method	Procedure	Method	Procedure	Method	Procedure	Method	Procedure
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1	501.7	I/A1, II/A1
Low Pressure	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1	502.7	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C	503.7	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/AI	505.7	I/AI
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III	506.7	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.5	II	507.7	II
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.5	-	509.7	-
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI	516.8	I, V, VI
Shock (Drop)	516.2	II	516.3	IV	516.4	IV	516.5	IV	516.6	IV	516.8	IV
Vibration	514.2	VIII/F, W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24, II/5	514.6	I/24, II/5	514.8	I/24, II/5





To learn more, visit: www.motorolasolutions.com/minitor7



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Minitor 7 End User Trade-in Promotion

Promo Expires September 30, 2024

Trade-in Pager Value

Up to \$100 Trade-In for Minitor VI or competitive voice pager

Up to \$75 Trade-In for UHF / VHF Minitor V pagers

\$50 Trade-In for all other UHF / VHF Minitor Pagers

Pagers must be in working order, power on and have no water damage.

Send working chargers, Do not send batteries

Department Name: _____

Contact Name: _____ Phone # _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

- Must include a copy of your Dealer Invoice
- Trade-in form must accompany your return
- Minimum purchase quantity of 5 Minitor 7 pagers on a single invoice
- Trade-in pagers must be received by November 30, 2024
- See Terms and Conditions for complete rules

MODEL	VALUE	QUANTITY 5-9	VALUE	QUANTITY 10+	TOTAL TRADE-IN VALUE
Minitor VI	\$75.00	_____	\$100.00	_____	\$_____
Competitive Product	\$75.00	_____	\$100.00	_____	\$_____
Minitor V UHF/VHF	\$50.00	_____	\$75.00	_____	\$_____
Other UHF/VHF Minitor	\$50.00	_____	\$50.00	_____	\$_____

Pagers must be in working order, power on and have no water damage. All units will be bench tested. Pagers that do not pass testing will not qualify for a Trade-in value and can be returned to you at your expense.

Ship Trade-in Pagers to:
 United Communications Corp, Attn: Trade-In Promotion
 62 Jason Court
 St. Charles, MO 63304
 888-763-7550



30239 128th Street, Princeton, MN, 55371
(763) 389-7976
(763) 389-7995 (fax)

09/24/2020

Motorola Solutions Inc.
500 W. Monroe St.
44th Floor Tax Dept.
Chicago, IL 60661

Re: Purchase of MSI Equipment, Software or Services.

The **Northeast Sherburne Fire and Rescue** does not have a formal purchase order system. This letter serves as authorization for Motorola Solutions to place an order for the communications equipment on the attached sheet for a purchase price of **\$16795.15**. The terms and pricing of MN contract #119587 apply. **Northeast Sherburne Fire and Rescue** agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

Northeast Sherburne Fire and Rescue, 30239 128th Street, Princeton, MN 55398
Attn: Fire Chief Scott Case

When Motorola Solutions invoices **Northeast Sherburne Fire and Rescue**, the invoice should reference Motorola Radios and be sent to **Fire Chief Scott Case** at the following address:

Northeast Sherburne Fire and Rescue, 30239 128th Street, Princeton, MN 55398
Attn: Fire Chief Scott Case
Email Invoice To: scocas01@baldwintwpmn.com

For taxation purposes, even if tax-exempt, the equipment sold to **Northeast Sherburne Fire and Rescue** ultimately resides at the following address:

30239 128th Street, Princeton, MN 55398

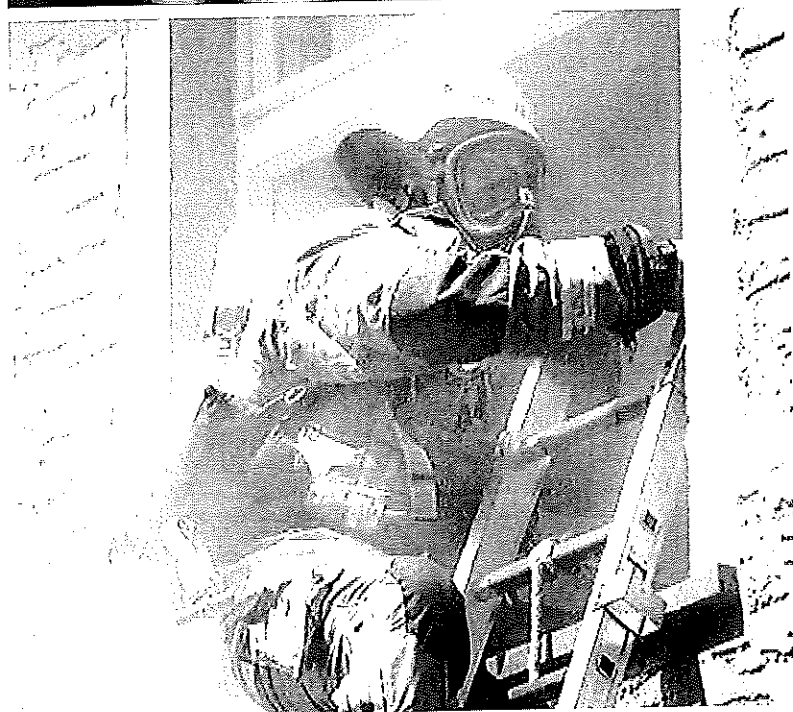
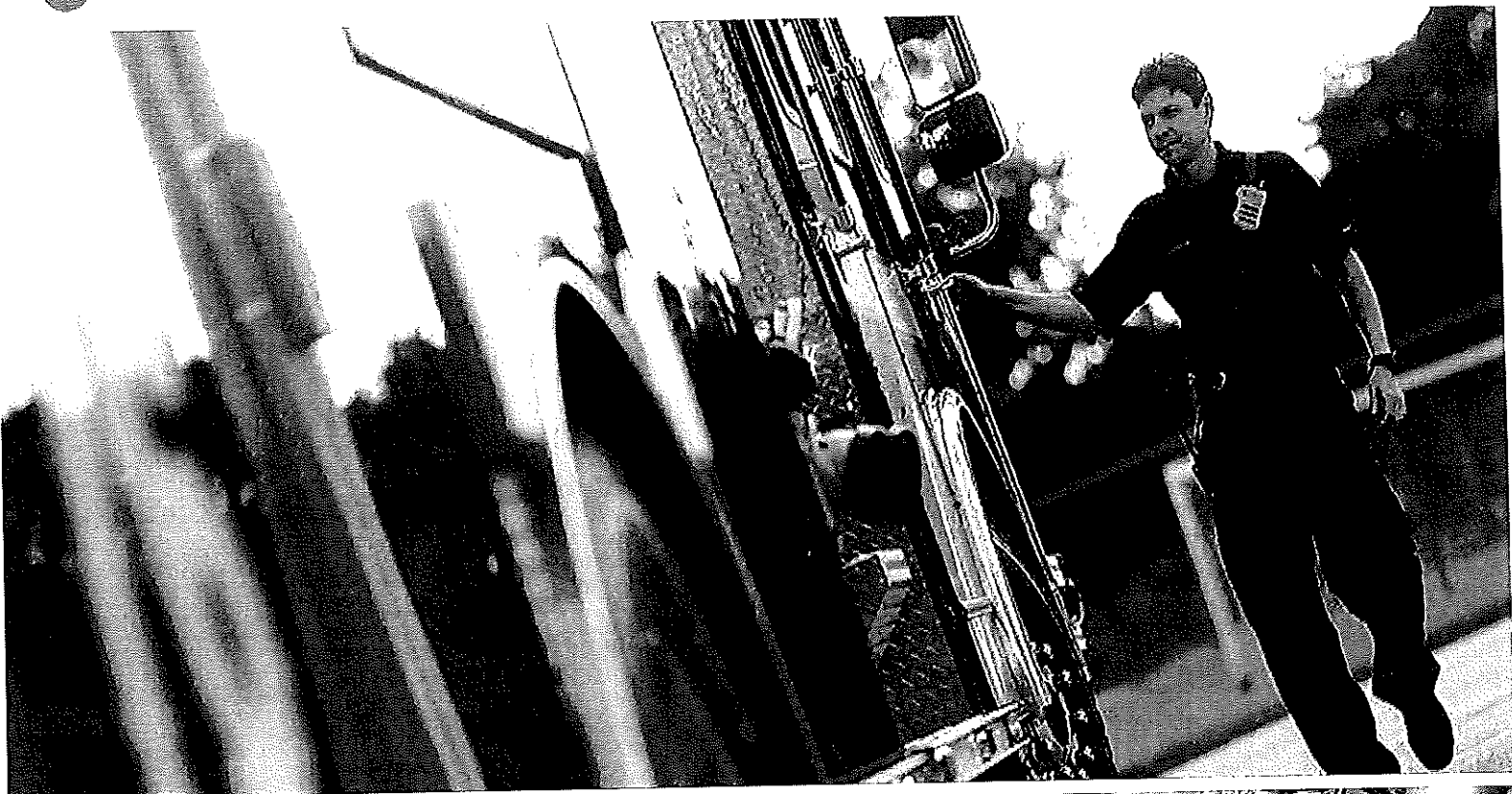
Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to Fire Chief Scott Case at 763-350-0374.

Sincerely yours,

By: Scott Case
Fire Chief, Fire Chief Scott Case

cc: Randy Beach
Ancom Communications Inc.
Phone: 763-428-7884



NORTHEAST SHERBURNE FIRE & RESCUE

6 APX6000XE 2.5 in GRN with Accessories

09/03/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-2775392

09/03/2024

NORTHEAST SHERBURNE FIRE & RESCUE
30239 128TH ST
PRINCETON, MN 55371

RE: Motorola Quote for 6 APX6000XE 2.5 in GRN with Accessories
Dear Nick Cole,

Motorola Solutions is pleased to present NORTHEAST SHERBURNE FIRE & RESCUE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide NORTHEAST SHERBURNE FIRE & RESCUE with the best products and services available in the communications industry. Please direct any questions to Randy Beach at randy.beach@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Randy Beach
Account Manager

Motorola Solutions Manufacturer's Representative



QUOTE-2775392
6 APX6000XE 2.5 in GRN with
Accessories

Billing Address:
NORTHEAST SHERBURNE FIRE &
RESCUE
30239 128TH ST
PRINCETON, MN 55371
US

Shipping Address:
NORTHEAST SHERBURNE FIRE &
RESCUE
30239 128TH ST
PRINCETON, MN 55371
US

Quote Date:09/03/2024
Expiration Date:11/02/2024
Quote Created By:
Randy Beach
Account Manager
randy.beach@ancom.org
763-257-3865

End Customer:
NORTHEAST SHERBURNE FIRE &
RESCUE
Nick Cole
Nick.cole89@yahoo.com
612-212-0800
RFQ Number:NA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	6	\$3,595.00	\$2,588.40	\$15,530.40
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	6	\$330.00	\$237.60	\$1,425.60
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	6	\$880.00	\$633.60	\$3,801.60
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6	\$184.00	\$184.00	\$1,104.00
1e	H38BT	ADD: SMARTZONE OPERATION	6	\$1,320.00	\$950.40	\$5,702.40
1f	QA01427AB	ALT: IMPACT GREEN HOUSING	6	\$28.00	\$20.16	\$120.96
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	6	\$567.00	\$408.24	\$2,449.44
1h	QA09113AB	ADD: BASELINE RELEASE SW	6	\$0.00	\$0.00	\$0.00
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	6	\$213.15	\$153.47	\$920.82
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	6	\$186.50	\$112.50	\$675.00

Miscellaneous Items



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-2775392
6 APX6000XE 2.5 in GRN with
Accessories

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	6	\$594.00	\$427.68	\$2,566.08

Grand Total

\$34,296.30(USD)



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Purchase Order Checklist:

- Document is a "Purchase Order" ☐
- Made out to: Motorola Solutions, Inc. ☐
500 W. Monroe St.
44th Floor Tax Dept.
Chicago, IL 60661
- Has a date ☐
- Has a Purchase Order # ☐
- Is signed (if place for a signature) ☐
- PO dollars amount equal or greater than order total ☐
- Terms - Add the following to your PO ☐
 - Per MN State Contract # 209493
 - Terms - Net 30
- Bill-To and Ship-To address ☐
- Description of goods / services ☐
- Customer contact name ☐
- Customer contact phone number ☐
- Bill to contact Name & Phone # and EMAIL for customer accounts payable dept. ☐

Motorola Early Billing Request

If you need an early invoice, please make this request in writing on a 2nd document that includes your letterhead (or via your work email), Add the fact you will pay this invoice Net 30, Include Quote or Factory Order # if available. Also confirm you accept this verbiage that will be on the invoice. "This is not a shipping invoice; it is being generated per our request. Also include the email address you want the invoice sent to. Finally include this 2nd email address to be copied on the pre-invoice. Laura.Keim@ancom.org

Randy Beach

MR Dealer Name: Ancom Communications Inc.

Direct/Mobile: 763-257-3865

Email - randy.beach@ancom.org

09/24/2020

Motorola Solutions Inc.
500 W. Monroe St.
44th Floor Tax Dept.
Chicago, IL 60661

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By: _____
Fire Chief, Fire Chief Scott Case

cc: Randy Beach