



AGENDA FOR JANUARY 6TH, 2025
BALDWIN CITY COUNCIL REGULAR MEETING
7:00 p.m.
(Revised 01/02/2025)

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:

Sheriff'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 Meeting Minutes of City Council Meeting/Road Workshop for December 16th and 17th, 2024
- Approve Resignation of Fire Fighter Mikel Lambrecht
- Discuss/Approve/Disapprove Clerk Attending Ehler's 2025 Minnesota Public Finance Seminar February 6th and 7th, 2025 – Clerk
- Discuss/Approve/Disapprove Public Works Department Attending MN Equipment Gov't/Commercial Day Thursday, January 9th

Kathleen Heaney Presentation: Prosecution Statistics for Sherburne County

Fire Department Report:

- a. Discuss Knox Box Program for Commercial and Residential Use
- b. Discuss Fire Department Dance
- c. Discuss/Approve/Disapprove Resolution 25-01 for \$379.00 Donation to Baldwin Fire Department from Princeton Area Chamber of Commerce

Discuss/Approve/Disapprove Ordinance 2025-01 Fee Schedule

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Baldwin City Council. This document does not claim to be complete and is subject to change. A quorum of the Baldwin City Council 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.

Planning Items:

- a. Discuss/Approve/Disapprove 136th Street Road Agreement – Jay Swanson
- b. Discuss Commercial Septic Permits – Andy Schreder at Rum River Consultants
- c. Discuss Maintenance/Pumping Permits – Andy Schreder at Rum River Consultants

Park Committee Report – Tom Rush**Cemetery Update – Tom Rush****Tabled Items:**

- a. Discuss/Approve/Disapprove Rum River Consultants RRC doing Commercial Plumbing Plan Reviews – Jay Swanson

New Business:

- a. Discuss/Approve/Disapprove Pay Equity Report Prior to Submission - Clerk
- b. Discuss Cannabis Joint Powers Agreement – Jay Swanson
- c. Schedule Clean-Up Day and Approve/Disapprove Vendor – Tom Rush
- d. Schedule Board of Audit – Jay Swanson
- e. Discuss Yearly Goals for 2025 – Jay Swanson
- f. Discuss Animal Control for the City of Baldwin – Alan Walker
- g. Discuss/Approve/Disapprove January 2025 Newsletter – Jay Swanson
- h. Discuss Mailboxes – Tom Rush
- i. Discuss/Approve/Disapprove Midco Proposal - Clerk
- j. Discuss 4-Year Term for Mayor -Tom Rush
- k. Discuss/Approve/Disapprove 2024 Noxious Weed Control Report – Tom Rush
- l. Discuss/Approve/Disapprove Abatement Agreement for PID# 01-00409-0325 – Jay Swanson
- m. Discuss/Approve/Disapprove Ordering of Micro C for Frontier Trails SSD – Jay Swanson
- n. Discuss Board Vacancy for Region 7W Transportation Policy Board – Jay Swanson
- o. Discuss Networked Geothermal Energy Proposal from CenterPoint Energy – Jay Swanson

Announcements:

- a. Special Planning Commission Meeting, Wednesday, January 15th, 2025 at 7:00 p.m.
- b. Park Committee Meeting, Thursday, January 16th, 2025 at 7:00 p.m.
- c. Town Hall Closed Monday, January 20th, 2025 in Observance of Martin Luther King Day
- d. Planning Commission Meeting, Wednesday, January 22nd, 2025 at 7:00 p.m.
- e. Next Baldwin City Council Meeting, Monday, January 27th, 2025 at 7:00 p.m.
- f. Local Board of Appeal and Equalization Tuesday, April 8th, 2025 at 3:00 p.m

Any Other Business:**Adjourn**

CITY OF BALDWIN

*Cash Balances

Cash Account: 10110

Closing 2024

01/03/25 10:01 AM
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Fund	Begin Closing 2024	Receipts	Disbursements	Transfers			JE Payroll	Balance No		
				Rec/Disb	Journal Entries	Investments		Investments	Balance	
10110 - Bremer Bank										
100 - General Fund	(\$1,167,930.53)	\$0.00	(\$4,006.14)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,171,936.67)	\$0.00	In Bal (\$1,171,936.67)
200 - Special Revenue Fund	\$13,741.99	\$0.00	(\$13,741.99)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal \$0.00
225 - Cemetery	\$14,532.63	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$14,532.63	\$0.00	In Bal \$14,532.63
250 - Fire	\$126,803.53	\$0.00	(\$3,122.30)	\$0.00	\$0.00	\$0.00	\$0.00	\$123,681.23	\$0.00	In Bal \$123,681.23
275 - Road and Bridge	\$259,908.65	\$0.00	(\$38,520.15)	\$0.00	\$0.00	\$0.00	\$0.00	\$221,388.50	\$0.00	In Bal \$221,388.50
290 - Permits	\$180,257.93	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$180,257.93		In Bal \$180,257.93
300 - Debt Service Fund	\$546,782.74	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$546,782.74	\$0.00	In Bal \$546,782.74
301 - Debt Services 2024	\$384,785.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$384,785.00	\$0.00	In Bal \$384,785.00
400 - Capital Projects Fund	\$63,733.79	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$63,733.79	\$0.00	In Bal \$63,733.79
401 - Fire Contract Revenue	\$69,887.38	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$69,887.38	\$0.00	In Bal \$69,887.38
402 - Capital Reserve Fund	\$86,190.09	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$86,190.09		In Bal \$86,190.09
403 - Apparatus Infrastructure Fire	\$198,621.27	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$198,621.27	\$0.00	In Bal \$198,621.27
404 - Parks	\$72,411.85	\$0.00	(\$50.20)	\$0.00	\$0.00	\$0.00	\$0.00	\$72,361.65	\$0.00	In Bal \$72,361.65
602 - Frontier Trails SSD	\$99,800.25	\$0.00	(\$1,021.21)	\$0.00	\$0.00	\$0.00	\$0.00	\$98,779.04		In Bal \$98,779.04
800 - Developers Account	\$118,374.26	\$0.00	(\$2,708.65)	\$0.00	\$0.00	\$0.00	\$0.00	\$115,665.61	\$0.00	In Bal \$115,665.61
829 - Escrow-Baldwin Estates	\$1,489.61	\$0.00		\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$1,121.79		In Bal \$1,121.79
861 - Escrow-Buck Run	\$15,756.81	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$15,756.81	\$0.00	In Bal \$15,756.81
862 - Escrow-Sumser Farms 1st A	\$2,676.41	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$2,676.41	\$0.00	In Bal \$2,676.41
864 - Inactive	(\$0.50)	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	(\$0.50)		In Bal (\$0.50)
Begin		MTD Amounts	YTD Amounts	MTD Amounts		Begin + YTD				
Receipt		\$1,088,944.95	\$1,699,412.45	Investments		\$1,042,616.12				
Disbursements		\$0.00	\$2,785,149.18	Petty Cash		\$0.00				
Transfers Rec/Disb		(\$63,170.64)	(\$3,124,865.15)	Savings		\$0.00				
Transfers JE		\$0.00	\$0.00	Money Market		\$0.00				
JE Payroll		\$0.00	(\$333,922.17)	Balance		\$1,025,774.31		In Balance		

CITY OF BALDWIN

*Cash Balances

Cash Account: 10110

December 2024

01/03/25 10:01 AM

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Fund	Begin December 2024	Transfers					Rec/Disb	Journal Entries	JE Payroll	Balance No		
		Receipts	Disbursements		Investments	Balance						
10110 - Bremer Bank												
100 - General Fund	(\$1,304,694.01)	\$203,784.88	(\$64,626.18)	\$0.00	\$0.00			\$0.00	(\$2,395.22)	(\$1,167,930.53)	\$0.00	(\$1,167,930.53)
200 - Special Revenue Fund	\$7,120.23	\$6,621.76		\$0.00	\$0.00			\$0.00		\$13,741.99	\$0.00	\$13,741.99
225 - Cemetery	\$15,428.38	\$0.01	(\$645.00)	\$0.00	\$0.00			\$0.00	(\$250.76)	\$14,532.63	\$0.00	\$14,532.63
250 - Fire	\$72,356.51	\$101,466.32	(\$44,945.77)	\$0.00	\$0.00			\$0.00	(\$2,073.53)	\$126,803.53	\$0.00	\$126,803.53
275 - Road and Bridge	\$753,702.57	\$222,102.54	(\$701,435.00)	\$0.00	\$0.00			\$0.00	(\$14,461.46)	\$259,908.65	\$0.00	\$259,908.65
290 - Permits	\$175,172.99	\$5,932.44	(\$847.50)	\$0.00	\$0.00			\$0.00		\$180,257.93		\$180,257.93
300 - Debt Service Fund	\$454,803.91	\$91,978.83		\$0.00	\$0.00			\$0.00		\$546,782.74	\$0.00	\$546,782.74
301 - Debt Services 2024	\$384,785.00			\$0.00	\$0.00			\$0.00		\$384,785.00	\$0.00	\$384,785.00
400 - Capital Projects Fund	\$37,235.26	\$26,498.53		\$0.00	\$0.00			\$0.00		\$63,733.79	\$0.00	\$63,733.79
401 - Fire Contract Revenue	\$42,387.38	\$27,500.00		\$0.00	\$0.00			\$0.00		\$69,887.38	\$0.00	\$69,887.38
402 - Capital Reserve Fund	\$58,901.33	\$27,288.76		\$0.00	\$0.00			\$0.00		\$86,190.09		\$86,190.09
403 - Apparatus Infrastructure Fire	\$172,171.01	\$26,450.26		\$0.00	\$0.00			\$0.00		\$198,621.27	\$0.00	\$198,621.27
404 - Parks	\$48,023.17	\$28,970.78	(\$4,582.10)	\$0.00	\$0.00			\$0.00		\$72,411.85	\$0.00	\$72,411.85
602 - Frontier Trails SSD	\$78,739.24	\$24,334.74	(\$2,719.76)	\$0.00	\$0.00			\$0.00	(\$553.97)	\$99,800.25		\$99,800.25
800 - Developers Account	\$120,974.00	\$1,173.56	(\$3,773.30)	\$0.00	\$0.00			\$0.00		\$118,374.26	\$0.00	\$118,374.26
829 - Escrow-Baldwin Estates	\$1,489.61			\$0.00	\$0.00			\$0.00		\$1,489.61	\$0.00	\$1,489.61
860 - Escrow-Misty Hollow	\$1,121.79			\$0.00	\$0.00			\$0.00		\$1,121.79		\$1,121.79
861 - Escrow-Buck Run	\$15,756.81			\$0.00	\$0.00			\$0.00		\$15,756.81	\$0.00	\$15,756.81
862 - Escrow-Sumser Farms 1st A	\$3,218.91		(\$542.50)	\$0.00	\$0.00			\$0.00		\$2,676.41	\$0.00	\$2,676.41
864 - Inactive	(\$0.50)			\$0.00	\$0.00			\$0.00		(\$0.50)		(\$0.50)
Begin	MTD Amounts	YTD Amounts	MTD Amounts	Begin + YTD								
	\$1,138,693.59	\$1,699,412.45	Investments	\$0.00	\$1,042,616.12							
Receipt	\$794,103.41	\$2,785,149.18	Petty Cash	\$0.00	\$0.00							
Disbursements	(\$824,117.11)	(\$3,061,694.51)	Savings	\$0.00	\$0.00							
Transfers Rec/Disb	\$0.00	\$0.00	Money Market	\$0.00	\$0.00							
Transfers JE	\$0.00	\$0.00										
JE Payroll	(\$19,734.94)	(\$333,922.17)	Balance	\$1,088,944.95	In Balance							

***Check Summary Register**

Closing 2024

Chk #	Search Name	Check Date	Amount	Comments
024626	Minnesota Dept of Revenue	1/3/2025	\$75.24	December 2024 Fuel Tax
028243	ASPEN MILLS	1/6/2025	\$386.30	Laura Anderson Uniform
028244	CenterPoint Energy	1/6/2025	\$998.63	Utility Gas
028245	CENTURYLINK	1/6/2025	\$402.99	Telephone Charges
028246	CONNEXUS ENERGY-1808	1/6/2025	\$1,088.89	Electric Utilities
028247	ELAN FINANCIAL SERVICES	1/6/2025	\$107.16	Aquaflush
028248	F.I.R.E, INC.	1/6/2025	\$1,800.00	Live Burn Ventilation Simulator
028249	HAKANSON ANDERSON	1/6/2025	\$37,767.11	MSA for The City of Baldwin
028250	Jacob Bayerl	1/6/2025	\$85.97	Bayerl Variance Escrow Credit
028251	Kevin Reem	1/6/2025	\$91.25	Reem Variance Escrow Credit
028252	Marvs True Value	1/6/2025	\$187.54	Chain
028253	Midwest Sewer Services	1/6/2025	\$1,350.00	Roensch Spain Steinbrecher Variance
028254	Minnesota Child Support Paymen	1/6/2025	\$439.77	12242024 Payroll
028255	Office Depot	1/6/2025	\$108.79	Post it notes and Flags
028256	PERA	1/6/2025	\$13,741.99	SVF Voluntary Contribution 3284-00
028257	Plaisted Companies, Inc.	1/6/2025	\$1,554.98	Ice Control Sand
028258	Sand Dune Properties	1/6/2025	\$10.00	Whitetail Knoll Escrow Credit Sand Dune Properties
028259	Sherburne County Auditor/Treas	1/6/2025	\$817.60	3491 Proposed Tax Notices to Residents
028260	Sherburne County Recorder	1/6/2025	\$46.00	Paulson Variance
028261	THE OAKS OF BATTLE BROOK LLC	1/6/2025	\$1,125.43	The Oaks of Battle Brook 1st Addition Escrow Credit
028262	TITAN MACHINERY	1/6/2025	\$335.00	New Holland Loader Glass Door
028263	Wastewater Services, Inc.	1/6/2025	\$650.00	Frontier Trails SSD Dec Monitoring
			\$63,170.64	

FILTER: ((([Act Year]='2024' and [period] in (13)))

*Check Summary Register

Closing 2024

Chk #	Search Name	Check Date	Amount	Comments
024626	Minnesota Dept of Revenue	1/3/2025	\$75.24	December 2024 Fuel Tax
			\$75.24	

FILTER: ([BatchID] in (4808))

CITY OF BALDWIN

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***Check Summary Register©**

Batch: PAY20240126.00

	Name	Check Date	Check Amt
10110	Bremer Bank		
28234	Christen, Louis R.	12/24/2024	\$313.53
28235	Craig, Jeffery C.	12/24/2024	\$286.30
28236	Fadden, Phillip E.	12/24/2024	\$1,633.02
28237	Good, Zachary D.	12/24/2024	\$1,550.16
28238	Heinen, Joan	12/24/2024	\$2,515.85
28239	Nielsen, Kayla	12/24/2024	\$1,510.47
28240	Otis, Mark D	12/24/2024	\$40.74
28241	Sromek, Robert	12/24/2024	\$237.23
28242	Walker, Alan L.	12/24/2024	\$332.19
	Total Checks		\$8,419.49

CITY OF BALDWIN

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***Check Summary Register©**

Batch: 122424BiWeekLiab,122424BiWeekPera,122424BiWeekState

	Name	Check Date	Check Amt	
10110	Bremer Bank			
24623e	PERA	12/23/2024	\$1,471.20	12242024 BiWeekly Pera
24624e	Minnesota Dept of Revenue	12/23/2024	\$487.13	12242024 BiWeekly Payroll Liab
24625e	EFTPS	12/23/2024	\$2,697.62	12242024 BiWeekly Payroll Liab
		Total Checks	\$4,655.95	

CITY OF BALDWIN REGULAR MEETING

DECEMBER 16TH, 2024

Present – Mayor Jay Swanson, City Council Members: Tom Rush, Alan Walker, Scott Case and Jeff Holm

Jeff Holm arrived at 7:33 p.m.

Also Present – City Attorney: Bob Ruppe from Couri & Ruppe, City Engineer: Matt Kind from Hakanson Anderson, City Planner: Dan Licht from The Planning Company (TPC)

Call to Order – The December 16th, 2024 regular City Council meeting of the City of Baldwin was called to order by Mayor Jay Swanson at 7:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance

Prayer request from Delmas Hines

Additions/Corrections to Agenda

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

December 2024 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$1,136,387.34, Receipts of \$744,883.40, Disbursements of \$830,776.61 leaving an unaudited ending balance of \$1,050,494.13.

Public Comment Requests:

- Jeff Benge- 28943 141st Street NW, Zimmerman. Mr. Benge received a road right-of-way violation letter in the mail from the City of Baldwin. He has trailers and items obstructing the road right-of-way and will hinder snowplowing operations. He is at the City Council meeting requesting an extension to leave the docks at this location until mid-May 2025. Swanson stated that this area is needed for snow storage. Ruppe indicated he could create an abatement agreement. This agreement is a plan on how to comply with the city's ordinance. Rush asked how long the extension would be and Mr. Benge asked for the extension until mid-May. Case stated there is a lot of structures in this area and it would be hard to get emergency vehicles back into 141st Street. Since the letter has been sent, trailers and some items have been removed. There is a stack of docks, and it is about 20 feet back. **Case/Rush unanimous to approve City Attorney working on agreement.**
- Carla Mertz – 31548 136th Street NW, Baldwin. Carla attended the meeting to discuss the purchase of the property on 136th street for industrial use. Carla has concerns about the semi's using 136th Street. She represents the residents on 136th Street, has traffic and safety concerns. Carla has submitted a petition and is in contact with Sherburne County Commissioner, Brad Schumacher. Carla stated 136th street cannot sustain semis and increased traffic. City Attorney,

Ruppe, to draft a shared road agreement. Carla asked how this road can be used for industrial use because this is an agriculture area, children that live on this road and livestock. Swanson stated this is not over and the best interest of the Resident's will be priority.

- Michael Seurer – 11837 283rd Ave. NW, Zimmerman. Lakeside Investments/Northland Ponds preliminary plat. Michael has a concern about the variance of 150 setback and is very much against the variance. He also has concerns about water quality. Swanson stated that this will be discussed later on the agenda under Lakeside Investments.
- Bryan Lawrence – Bryan stated that the Town Board implemented the Pledge of Allegiance about a year and a half ago, and now a prayer before the meeting is done. Bryan is humbled to stand in front of the City Council of Baldwin. Bryan congratulated the City of Baldwin and is excited to be a part of this community. Bryan is humbled to represent this area as The State Representative. He is proud of the Community and the commitment the residents have to the City of Baldwin. Bryan thanked everyone for the support and wants to represent the residents of this area in St. Paul.

Jeff Holm arrived at 7:33 p.m.

- Brad Schumacher – Brad thanked everyone for the support during the last election cycle. He stated he will be working with Baldwin on 136th Street.

Approval of Consent Agenda – Rush/Walker unanimous to approve

- Approve Claims List – Check numbers 28181 – 28233 in the amount of \$156,950.91 and 6 EFT Payments of \$7540.74 for a total of \$164,491.65.
- Approve Repeal of Ordinance 2024-09
- Approve Clerk Time Off of December 26th, 27th and 31st, 2024
- Approve Resignation of Admin Support, Marlene Nelson
- Approve City Council Meeting Minutes for December 2nd, 2024
- Approve Refund of Escrow Credit for Bayerl Variance of \$85.97
- Approve Refund of Escrow Credit for Reem Variance of \$91.25
- Approve Refund of Escrow Credit for Whitetail Knoll Plat of \$10.00
- Approve Refund of Escrow Credit for Oaks of Battle Brook 1st Addition of \$1125.43

7:15 or as Time Permit: Public Hearing – Steinbrecher/Roensch Variance at 28716 Elk Lake Road East

Rush/Walker unanimous to open public hearing at 7:46 p.m.

City Planner, Licht, from TPC reviewed the planning report. Full planning report on file in the Clerk's Office. Steinbrecher Companies has prepared a Subsurface Sewage Treatment System design for the property at 38716 Elk Lake Road East on behalf of property owners Nicholas and Jennifer Spain. This is a single-family dwelling upon the property served by an existing SSTS to be replaced with the proposed system design.

There is not a suitable area within the subject property for the drain field for the new system.

No public comments.

Rush/Walker unanimous to close public hearing at 7:49 p.m.

Planning Items:

Discuss/Approve/Disapprove 28716 Elk Lake Road East Resolution 24-58 SSTS Variance and Resolution 24-59 Encroachment Agreement –

Rush/Walker unanimous to approve resolution 24-58.

Rush/Walker unanimous to approve resolution 24-59.

Discuss/Approve/Disapprove Resolution 24-60, Northland Ponds Preliminary Plat and Variance –

Town Planner, Licht from TPC, reviewed the planning report. Full planning report on file in the Clerk's Office. Northland Investments is proposing to subdivide an existing 36.692 acre parcel into 10 lots and one outlot. **Holm made a motion to approve the variance. Rush seconded the motion.** Swanson stated if we approve this variance, it will have future ramifications for others in this area. The plat/variance has 15 conditions that must be met. Holm stated any future requests for variances in this area are on a case-by-case basis.

Lots 1 and 2, block 1 to have a minimum of a 20-foot wetland buffer. **Swanson disapproved; motion carried.**

Discuss/Approve/Disapprove Ordinance 2024-11 Wetlands, Accessory Buildings, Incorporation and Resolution 24-61 Wetland Conservation Act Administration – Case/Rush unanimous to approve Ordinance 2024-11.

Holm questioned what the Planning Commission determined on storage containers. Licht from TPC stated that storage containers has been addressed with the Planning Commission and determined they weren't appropriate in smaller lot developments.

Case/Walker unanimous to approve resolution 24-61

Discuss Code Enforcement Update –

Fire Chief and Town Planner, Licht, visited Jake's Tree Farm. Permanent bollards will be put around the fuel tanks in the spring. Jake wants to build a house on the property and has made great strides in cleaning up the property. Jake provided additional documentation that supports the fact that he is a agriculture business exempt from certain performance standards.

This visit was a fire code issue, and the Fire Marshall is satisfied.

There is a property west of the industrial park with junk and debris all over the property. Step one introductory letter has been sent with no response. Request for administrative notice to be sent.

Received information of an RV used for dwelling at PID# 01-00407-0630. An introductory letter will be sent to this Resident.

The final complaint was dogs running at large, PID# 01-00406-0510, on 134th. Request for an introductory letter to be sent to the resident.

Holm questioned motor cross tracks and Licht said this has been completed.

Rush/Case unanimous to approve moving forward with code enforcements presented by Town Planner, Licht from TPC.

Engineering:

Discuss/Approve/Disapprove Resolution 24-33 Establishing Municipal State Aid Streets to the Municipal State Aid System – Rush/Case unanimous to approve. Swanson asked if MSA would be addressed every year and City Engineer, Kind, indicated it would be.

Discuss/Approve/Disapprove City Accepting 294th Avenue NW – Rush/Walker unanimous to approve

Frontier Trails Update:

Report from Wastewater Manager, Mike Gwynn, stated that the system for November 2024 has been running well and the DMR numbers look good. Gwynn stated that a few weeks ago there was standing water at the inspection pipes in the mound. Gwynn said it may have been that the pumps had just been running. Gwynn will monitor to see if there is any future issues.

The financial report for Frontier Trails shows receipts of \$3915.96, expenditures of \$3928.38 with an ending balance for the month of November 2024 of -\$12.42.

Road Report:

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

Discuss/Approve/Disapprove Snowplow Wages for Public Works – Rush spoke that Public Works Employees should be paid, during snowplow events, the same wage scale as the snowplow drivers do. **Rush/Walker approved, Swanson disapproved, Case disapproved. Mayor Swanson requested a roll call:**

Walker – Aye

Rush – Aye

Swanson – Nay

Holm – Aye

Case – Nay

Motion carried.

Discuss/Approve/Disapprove Resolution 24-62, Amendment of Snow and Ice Control Policy – Case/Rush unanimous to approve.

Tabled Items:

Discuss Fire Department Medical Responses – The Fire Department has done a trial run on responding to major medicals only. Case stated that call volumes declined quite a bit. The Fire department responses are not required are non-emergent medicals or any incidents not listed as “Code Red” response. The Baldwin Fire Department medical responses will be cardiac arrests, respiratory arrests, chest pains, stroke/CVA, shortness of breath, unconscious/unresponsive, serious trauma/falls, anaphylaxis/allergic reactions, MVC/PI with injuries and overdoses. The Baldwin Fire and Rescue response will be fires, water incidents, rescues/extrication, hazmat, alarms, missing/lost persons, and agency assists. The Department responses not required are non-emergent medicals and any incidents not listed above that is a “Code Red” response.

Rush stated the Fire Department election for Captains was last week, Holland and Miller were elected captains.

Discuss/Approve/Disapprove Rum River Consultants, RRCC, doing Commercial Plumbing Plan Reviews – Rush/Walker unanimous to table until the January 6th City Council meeting.

New Business:

Discuss/Approve/Disapprove City Council Responsibilities – Rush/Case unanimous to approve. The City Council responsibilities is posted on baldwinmn.gov website under Departments/City Council.

Discuss Employee Handbook – Swanson stated that now that Baldwin is a city, our Employee Handbook needs to be updated. The Clerk will send the Attorney's a template from MN League of Cities. The Fire Chief will send the Fire Department handbook once completed.

Discuss/Approve/Disapprove Safety Committee, Participants and Schedule Dates – Swanson, Case, Good and Clerk to be on the committee. Date to be determined.

Discuss/Approve/Disapprove Local Board of Appeal and Equalization Date and Time – Rush/Holm unanimous to approve April 8th, 2025 at 3:00 p.m.

Discuss E-Mail Addresses – Email addresses for the City Council under the new .gov domain to be Councilmember A, Councilmember B, etc.

Discuss MS4 and Schedule Meeting – This will be discussed tomorrow night, December 17th, at the Road Workshop.

Discuss/Approve/Disapprove Burkhardt & Burkhardt Expenditure for Maximum of \$625.00 –
Rush/Walker unanimous to approve.

Discuss/Approve/Disapprove Resolution 24-57, Princeton Twice New Clothing and Treasures \$1000.00 Donation to Baldwin Fire Department – Holm/Walker unanimous to approve.

Discuss/Approve/Disapprove Resolution 24-63, Baldwin Fire Relief \$15,000.00 Donation to Baldwin Fire Department – Case stated that \$10,000.00 of this came from Santiago Lions and \$5000.00 came from Baldwin Fire Relief Association. This is specifically to be used for battery extraction equipment.
Rush/Holm unanimous to approve.

Discuss/Approve/Disapprove Special Parking Permit for Ridgewood Bay Ice Fishing Contest on February 22nd, 2025 – Rush/Walker unanimous to approve.

Discuss/Approve/Disapprove Fire Department Volunteering for Ridgewood Bay Ice Fishing Contest on February 22nd, 2025 – Rush/Holm unanimous to approve.

Discuss/Approve/Disapprove Continuing Education Event at Fire Department for Local Contractors for Building Code, Presented by Rum River Consultants –
Tentative date for this class would be Friday, February 28th. **Holm/Rush unanimous to approve.**

Discuss/Approve/Disapprove ROW Encroachment Issues – Case/Rush unanimous to approve. Swanson asked if the City Council wants to review road right-of-way issues each time or if staff can determine when letters are to be sent. Case stated that Public Works can start the process of getting the letter sent out to the Resident. Rush agreed with Case. Case amended his motion to include staff to determine when letters get sent out.

Discuss Right-of-Way Tree and Brush Clearing/Presentation of Services by MicroX/Josh Belmore – MicroX's core service is an excavator based brush mowing, forestry mulching and overgrowth trimming. They can achieve further areas, performing maintenance in terrain other companies can't accomplish. MicroX will be fully operatable in the first quarter of 2025. Rush stated that Mr. Belmore should reach out to our Public Works Supervisor. Holm stated that the City should identify areas that this work needs to be done. Public Works Supervisor to reach out to this company to get estimates and discuss areas in the City that this service can benefit from.

Announcements:

a. Road Workshop, Tuesday December 17th, 2024 at 7:00 p.m.

- b. City Hall Closed Tuesday, December 24th at Noon and All Day on December 25th, 2024 in Observance of Christmas Eve and Christmas Day.
- c. City Hall Office Closed Wednesday, January 1st, 2025 in Observance of New Year's Day.
- d. Next City Council Meeting, Monday, January 6th, 2025 at 7:00 p.m.

Any Other Business:

None

Recess: Rush/Case unanimous to recess until Tuesday, February 17th, 2024 at 6:00 p.m. at Baldwin City Hall.
Recessed at 9:24 p.m. on Monday, December 16, 2024.

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

Approved By: (s/) Jay Swanson
Mayor
City of Baldwin

Date

Attendees: Carla Mertz, Delmas Hines, Michael Seurer, Seth Monroe, Josh Belmore, Nick Spain, Billy Sanderson, Jeff Bengé, Bryan Lawrence, Kelli Duerr from Rum River Construction Consultants, Bruce West, Cartrell Cooper and Brad Schumacher.
Zac Good-Baldwin Public Works Supervisor.

MEETING MINUTES FOR THE CONTINUATION OF DECEMBER 16TH, 2024 REGULAR MEETING OF THE CITY OF BALDWIN AND ROAD WORKSHOP

DATE OF MEETING: DECEMBER 17TH, 2024

Present – Mayor Jay Swanson, City Council Members: Tom Rush, Alan Walker, Scott Case and Jeff Holm

Jeff Holm arrived at 7:49 p.m.

Also Present – City Engineers: Shane Nelson and Matt Kind from Hakanson Anderson. City Attorney: Bob Ruppe and Mike Couri from Couri & Ruppe. Zac Good: Baldwin Public Works Supervisor

Call to Order – The recessed meeting from December 16th, 2024, for the City of Baldwin from called to order by Mayor Jay Swanson at 6:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance.

Swanson discussed MS4 and would like the letter drafted by Shane Nelson at Hakanson Anderson sent to the MPCA. **Rush/Walker unanimous to approve** sending the letter to the MPCA.

Discuss Speed Limits – MN Statute 169.14 was updated in August 2019 by the Minnesota State Legislature. The change gave cities the authority to establish speed limits for streets under their jurisdiction without having MddOT conduct a speed study, and without approval by the transportation commissioner Provided that:

- Speed limits are implemented in a consistent and understandable manner.
- The City erects appropriate signs to display the speed limit.
- The City develops procedures to set speed limits based on the City's safety, engineering, and traffic analysis considering national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.

Case would like to propose a 25-mph speed limit in housing developments. This would be beneficial for public safety. Case went on to say that this should be a long-term plan/goal for the City. Nelson agreed with Case but stated that posting a speed limit usually doesn't slow drivers down. Driver's behavior is typically changed by the feel of the roadway. Rural residential is 35 mph with a visible dwelling unit every 300 feet. Couri, City Attorney, stated the statutory authority needs to be met. Nelson to work with a plan regarding speed limits for the City of Baldwin. Nelson from Hakanson Anderson handed out a document that showed traffic count taken in December 2024. The streets/avenues that this traffic count showed was 100th Street NW, 108th Street NW, 116th Street

NW, 120th Street NW, 125th Street NW, 136th Street NW, 283rd Avenue NW, 285th Avenue NW, 297th Avenue NW, 303rd Avenue NW, 305th Avenue NW and 313th Avenue NW.

Discuss 2025 Project (297th Avenue, 100th Street) – Discussion points were reviewing preliminary design, tree removal, road culverts, driveway culverts, driveways, stormwater management, wetland impacts, utility coordination, easement acquisition, financing and scheduling.

Nelson from Hakanson Anderson recommends doing 8-10 more soil borings on 100th avenue and 297th avenue through Braun. Nelson to do a request for proposal through Braun and bring to the January meeting. 3 ½ million is the approximate construction cost for 297th and 100th street project. This is based on a 30% construction plan and is approximately 3 miles of road. The proposal is to clear 40 feet from the centerline, 80 feet total. This was approved by the City Council.

17 driveway culverts were located on both of these roads. 20-foot aprons were discussed and approved. There is 1 acre of wetlands impacted. Utility coordination has been done by Connexus, Excel and Century Link. Hakanson to meet with utility companies in January 2025. Hakanson to provide easement exhibits. Mike Couri, City Attorney, discussed the legal process of easements with the City Council. Easements could be determined where the snow is thrown during 4-5 feet snowplowing. Anything that the City has done to maintain the right-of-way is also considered. Easements are needed before the contract is awarded. There are 66 properties on these roads. Easement cost is not included in the 3 ½ million pricing. Easements could take up to 3-6 months to complete.

Jeff Holm arrived at 7:49 p.m.

Financing was discussed.

Schedule is finish design/preparation of plans and specifications-February 28th, 2025. MnDot to review March 3-28, 2025. Wetland replacement plan-Submit to Sherburne County SWCD and Army Corps-February 28th, 2025. Army Corps may take up to 120 days. A possible award could happen in June of 2025.

Discuss Capital Improvement Plan – The City of Baldwin's Capital Improvement Plan for 2023-2032 was reviewed.

Scott Case left at 8:38 p.m.

Scott Case returned at 8:43 p.m.

Scott Case left at 9:08 p.m.

Discuss 120th, 278th and 123rd Culverts – Rush spoke of the overall quality and problems with the culvert projects on these roads. Rush requested better communication between the City Council and Engineer going forward.

Discuss 285th Avenue – Additional conversation will happen next spring regarding curbing in this area.

Adjourn - Holm/Rush unanimous to adjourn at 10:02 p.m.

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

Approved By: (s/) Jay Swanson
Mayor
City of Baldwin

Date

Attendees: Bruce West

Ehlers' 2025 Minnesota Public Finance Seminar

February 6 - 7, 2025
The Westin Edina Galleria
Event Agenda

Day 1 - Thursday, February 6, 2025		
7:30am	Pre-Seminar Workshop Check-In & Breakfast <i>GW Baird Ballroom & Pre-Function</i>	
8:15am	Tax Increment Financing (TIF) 101 <i>GW Baird Ballroom</i>	Municipal Finance 101: Navigating the Fiscal Year <i>Cahill Ballroom</i>
9:30am	Take Charge! Local Government's Role in Economic (Re)Development <i>GW Baird Ballroom</i>	From Proceeds to Payoff: Managing Debt Effectively <i>Cahill Ballroom</i>
10:45am	Municipal Debt 101: The Basics of Bond Issuance <i>GW Baird Ballroom</i>	Back to Basics: Minnesota's Budget & Property Tax Levy Process <i>Cahill Ballroom</i>
11:30am	Full Seminar Attendee Check-In & Lunch <i>GW Baird Ballroom & Pre-function</i>	
12:45pm	By the Book: A Guide to Financial Policies <i>Cahill Ballroom</i>	Can We Build It? Laying the Foundation for Successful Community Development <i>Cahill Ballroom</i>
1:45pm	Break	
2:00pm	It's Tricky! Special Assessments & General Obligation Improvement Bonds <i>Cahill Ballroom</i>	Tax Increment Financing (TIF) 201: From Creation to Compliance <i>Cahill Ballroom</i>
3:00pm	Break	
3:15pm	General Session: Ask the Experts <i>GW Baird Ballroom</i>	
4:30pm	Reception <i>Pre-Function</i>	

Day 2 - Friday, February 7, 2025		
7:45am	Breakfast & Opening Remarks <i>GW Baird Ballroom & Pre-Function</i>	
8:15am	General Session: Legislative Update with The League of Minnesota Cities <i>GW Baird Ballroom</i>	
9:30am	Break	
9:45am	Investing Public Funds in Today's Marketplace <i>Cahill Ballroom</i>	Beyond the Side Hustle: Extending Support to Small Businesses <i>GW Baird Ballroom</i>
10:45am	Break	
11:00am	What's up?! Assessors' Update on Minnesota Property Valuation <i>Cahill Ballroom</i>	Rapid Fire! City Development Snapshots from Across Minnesota <i>GW Baird Ballroom</i>
12:00pm	Departure	



**MINNESOTA
EQUIPMENT**

DEC 19 2024

13725 MAIN ST., ROGERS, MN 763-428-4107

2025 Gov't / Commercial Day

THURSDAY, JANUARY 9TH

Doors open @ 8:00 am

Pre-Register by:

1/6/2025



Celebrating 109 Years!



MN STATE PATROL



10:30am - NOON

- * 2025 COMMERCIAL DRIVING & SAFETY LAWS
- * CONTINUING EDUCATION
- * LOAD SECUREMENT & DRIVING RESTRICTIONS

**Lunch will
be served
Noon - 1pm**

**SEE BACK OF FLYER
FOR MONEY SAVING
PRODUCTS & ACC.**



JOHN DEERE



ELECTRONIC KNOXBOX® 3200

KnoxBox 3200, the number one high-security key lock box trusted by emergency responders and property owners, is now available with the electronic Knox eLock Core™. Store up to 10 keys to gain rapid access to commercial properties. Box openings are recorded and tracked in the cloud-based KnoxConnect™ Management System.



Available in 3 colors:



FEATURES

- ✓ Stores maximum 10 keys. Access cards and small entry items may also fit in interior compartment but will reduce max key quantity.
- ✓ Knox eLock Core, powered by Knox eKey™
- ✓ Dust cover reflective label for Knox eLock System identification
- ✓ Enables tracking of box openings via cloud-based KnoxConnect™
- ✓ Built Knox-Rugged and secure: UL 1037, UL 1610, UL 1332
- ✓ Finished with Knox-Coat® to protect four times better than standard powder coat
- ✓ Weather-resistant door gasket
- ✓ Knox RainGuard™ provides weather protection
- ✓ Hinged door

BENEFITS

- ✓ No wiring or battery needed for power
- ✓ Captures box openings by date and time
- ✓ Allows rapid property access
- ✓ Reduces property damage
- ✓ Prevents forced entry into buildings
- ✓ Minimizes first responder injury
- ✓ Compliant to National Fire Code (NFPA, IFC, IBC)

OPTIONS

- ✓ Knox Tamper Alert connects to building's alarm system for extra security
- ✓ Mount types: Recessed and Surface
- ✓ 3 color options: Black, Aluminum, Dark Bronze

ACCESSORIES

- ✓ Multi-Purpose Switch for use on electrical doors, gates and other electrical equipment
- ✓ Recess Mounting Kit for new concrete or masonry construction
- ✓ Public Safety Labels
- ✓ Tag-Out Tamper Seals, Key Tags, and Key Rings

ORDERING SPECIFICATIONS

To insure procurement and delivery of the Electronic KnoxBox 3200, it is suggested that following specification paragraph is used:

KnoxBox surface/recessed mount with hinged door, with/without UL Listed Knox Tamper Alert. 1/4" plate steel housing, 1/2" thick steel door with interior gasket seal and stainless steel door hinge. Box is UL Listed. Lock has 1/8" thick stainless steel dust cover with tamper seal mounting capability, a rainguard to protect against certain weather conditions and a reflective Knox label indicating the Knox eLock System.

Exterior Dimensions: Surface Mount Body - 4" H x 5" W x 3-7/8" D
Recessed Mount Flange - 7" H x 7" W

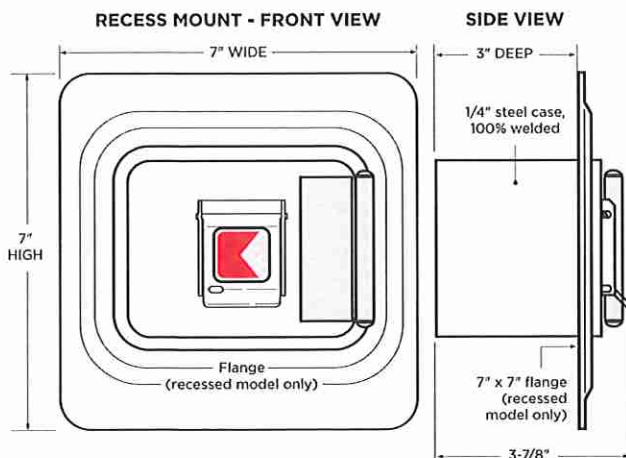
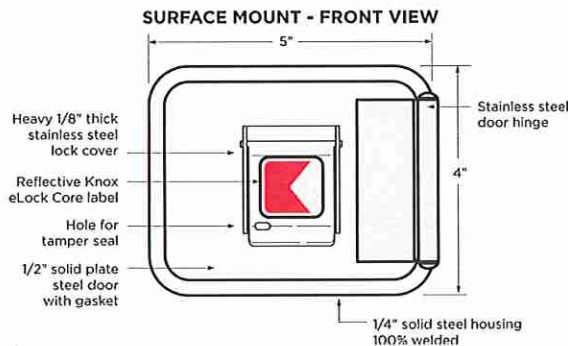
Electronic Lock: Powered by Knox eKey. Communicates using industry standard encryption.

Finish: Knox-Coat proprietary finishing process

Color: Black, Dark Bronze or Aluminum

P/N: KnoxBox KLS-3200 (mfr's cat. ID)

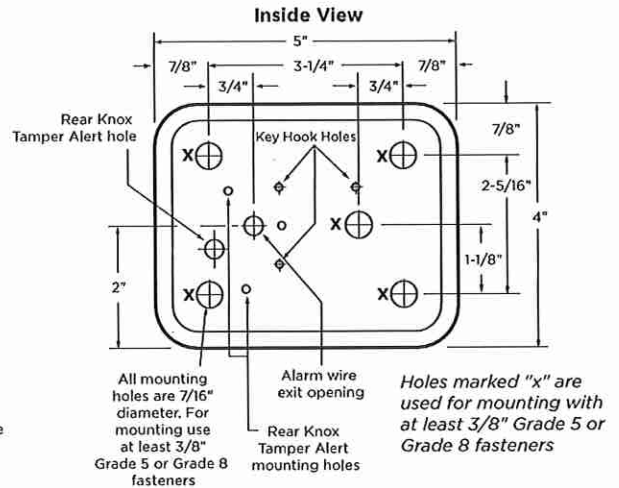
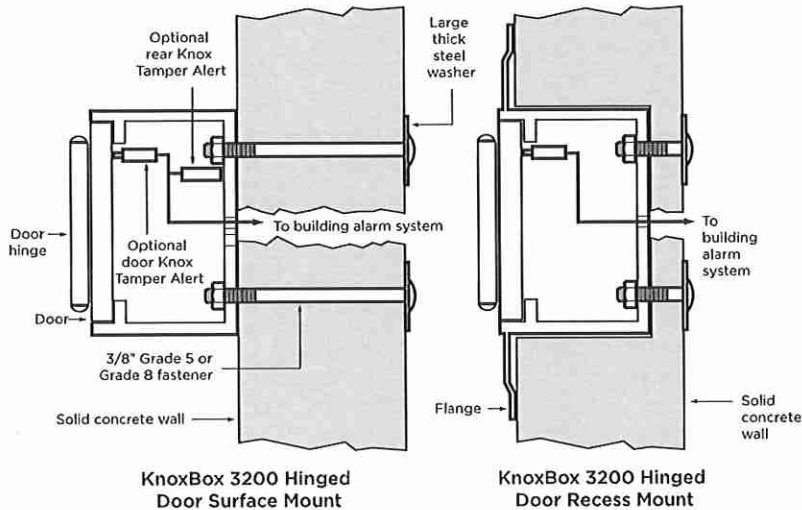
Mfr's Name: KNOX COMPANY



GENERAL MOUNTING INSTRUCTIONS

Suggested minimum mounting height,
6 feet above ground.

ATTENTION: KnoxBox is a very strong device that **MUST** be mounted properly to ensure maximum security and resist physical attack.

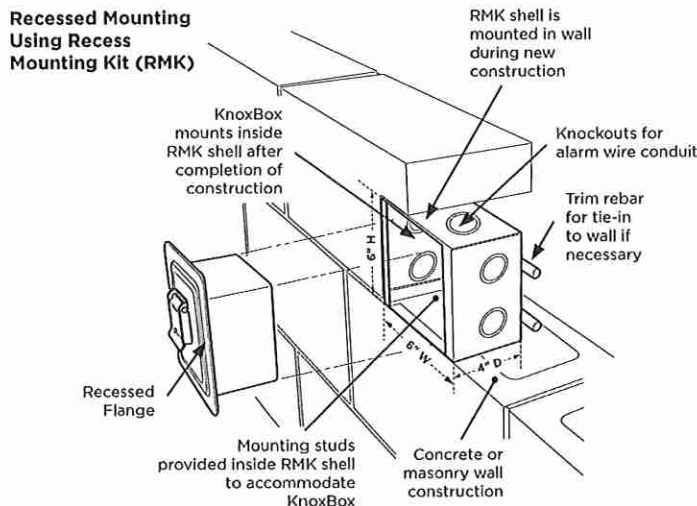


RECESS MOUNTING KIT AND INSTALLATION INSTRUCTIONS

The Recess Mounting Kit (RMK) includes shell housing and mounting hardware, which may only be used for recessed models to cast-in-place within new concrete or masonry construction. The KnoxBox is mounted into the shell housing after construction is completed.

RECESS MOUNTING KIT DIMENSIONS

Rough-in Dimensions:
6-1/2" H x 6-1/2" W x 5" D



IMPORTANT:

Care should be taken to ensure the front of the Recess Mounting Kit (RMK) shell housing, including the cover plate and screw heads, is flush with the wall. The RMK must be plumbed to ensure vertical alignment of the box.

ABOUT KNOX COMPANY

Over forty years ago, a unique concept in rapid access for emergency response was born. The KnoxBox®, a high-security key lock box, was designed to provide rapid access for emergency responders to reduce response times, minimize injuries and protect property from forced entry.

Today, one revolutionary lock box has grown into a complete system providing rapid access for public safety agencies, industries, military, and property owners across the world. The Knox Company is trusted by over 14,000 fire departments, law enforcement agencies, and governmental entities.

KNOX COMPANY
 1601 W. DEER VALLEY RD
 PHOENIX, AZ 85027

T. 800.552.5669
 F. 623.687.2290

KNOXBOX.COM
 INFO@KNOXBOX.COM



KNOX REMOTE POWER BOX®

REMOTELY OPERATE A SHUNT TRIP BREAKER TO DISCONNECT POWER



BENEFITS:

- ✓ Solution for buildings, equipment, generators, wind/solar equipment, and telecommunication systems
- ✓ Isolates power functions
- ✓ Protects against tampering or physical attacks

FEATURES:

- ✓ Wires into a shunt trip breaker
- ✓ Supports lockout-tagout when used with optional tamper seals

OPTIONS:



eKey and Mechanical Key models available



Knox Tamper Alert



Tagout Tamper Seals



Tagout Tamper Seals



Recess or Surface Mounting



Single or Dual Lock

CAPACITY:



2 Keys

COLOR OPTIONS:



Red

CERTIFICATION:



UL 437
UL 508
UL 1037
UL 1332
UL 1610

This product has passed UL's rigorous security testing

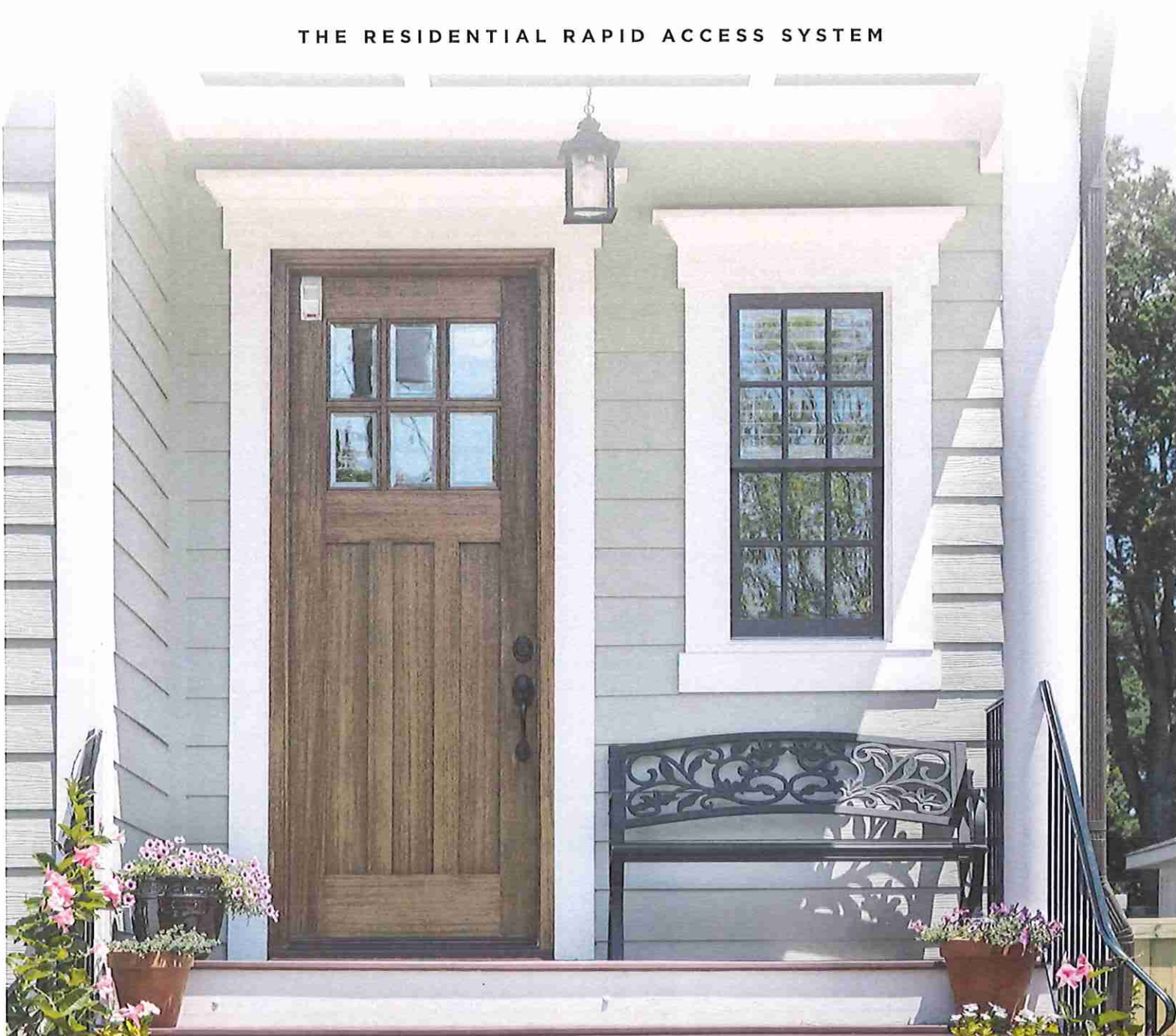
ABOUT THE KNOX COMPANY

Since 1975, the Knox Company has successfully developed innovative rapid access solutions for first responders with products that provide fast, safe, and secure entry into commercial, industrial, and residential properties, while minimizing damage and maximizing safety. Today, more than 15,000 fire, EMS, and law enforcement departments/agencies depend on Knox products to gain access into over one million buildings/properties.



KNOX HOMEBOX™

THE RESIDENTIAL RAPID ACCESS SYSTEM



KNOXBOX.COM/HOMEBOX



FEATURES



Holds 1 key



Wall mount or door
hanger mounting
options



Weather-resistant

BENEFITS

Provides firefighters with
residential rapid access

Minimizes the need for costly
property repairs due to forced entry

Resecuring the residence
is simple and quick

One time purchase that requires
no monthly monitoring fees

Reduces risk of
injury to first responders

THE RESIDENTIAL RAPID ACCESS SYSTEM

The Knox HomeBox provides first responders with quick and secure access when responding to elderly, chronically ill, and homebound community members during emergency situations. It significantly reduces the need for a forced entry and the resulting damage repairs. No costly monitoring fees required.

WHEN SECONDS MATTER, COUNT ON KNOX.

MOUNTING CONFIGURATIONS

Wall Mount



Door Hanger



Security Door Hanger





ABOUT THE KNOX COMPANY

Since 1975, the Knox Company has successfully developed innovative rapid access solutions for first responders with products that provide fast, safe, and secure entry into commercial, industrial, and residential properties, while minimizing damage and maximizing safety. Today, more than 15,000 fire, EMS, and law enforcement departments/agencies depend on Knox products to gain access into over one million buildings/properties.

ORDER ONLINE:

KNOXBOX.COM

TO LEARN MORE, CALL:

855.438.5669

KNOX COMPANY

1601 W. DEER VALLEY RD
PHOENIX, AZ 85027

KNOXBOX.COM

INQUIRIES@KNOXBOX.COM

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KNOX HOMEBOX™

THE RESIDENTIAL RAPID ACCESS SYSTEM

The Knox HomeBox™ accommodates a single key for use by firefighters during medical emergencies, fires, and natural disasters. It provides quick access into residences while also reducing costly property damages incurred during a forced entry.

When seconds matter, count on Knox.



Shown Actual Size

FEATURES



Holds 1 key



Wall mount or door
hanger mounting
options



Weather-resistant

BENEFITS



Reduces risk of
injury to first
responders



Enables rapid
access to home



Minimizes the need for
costly property repairs
due to forced entry



Resecuring the
residence is simple
and quick



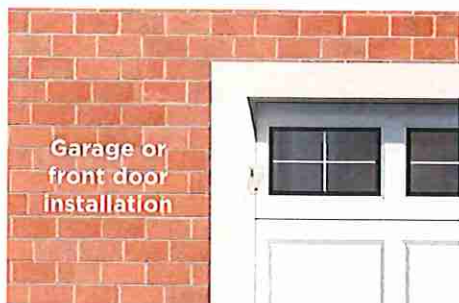
One time purchase that
requires no monthly
monitoring fees

TO LEARN MORE,

CALL: **800.552.5669** OR VISIT: **KNOXBOX.COM/HOMEBOX**

AVAILABLE IN THREE EASY-TO-INSTALL MOUNTING CONFIGURATIONS

WALL MOUNT



DOOR HANGER



SECURITY DOOR HANGER



Model # 1501



Model # 1501DH



Model # 1501SH



Also Available:

Decorative Backplate with wall-mounted unit
Model # 1503B1

PRODUCT SPECIFICATIONS:

- Dimensions: 4.2"H x 2.37"W x 2.05"D
- Holds one key
- Reinforced zinc body with protective lock cover
- Powder coated for weather resistance
- Body weight: 3.2 lbs
- Color option: Antique White
- Mounting options: Wall mount or door hanger

ORDER ONLINE:

KNOXBOX.COM/HOMEBOX



KNOX COMPANY
1601 W. DEER VALLEY RD
PHOENIX, AZ 85027

T. 800.552.5669
F. 623.687.2290

KNOXBOX.COM
INFO@KNOXBOX.COM

**CITY OF BALDWIN
RESOLUTION NO. 25-01**

RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Baldwin is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests; and

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Princeton Area Chamber of Commerce	\$379.00

WHEREAS, all such donations have been contributed to assist the Fire Department in the establishment, operation and/or purchase of equipment; and

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BALDWIN, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Baldwin, January 6th, 2025.

Approved:

Jay Swanson, Mayor

Attested:

Joan Heinen, Clerk-Treasurer



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Baldwin Mayor and City Council

FROM: D. Daniel Licht

DATE: 31 December 2024

RE: Baldwin – City Code; Fee Schedule

TPC FILE: 269.01

BACKGROUND

The City Council adopted an updated fee schedule on 18 November 2024. City staff later identified that the updated ordinance did not include the most current Appendix A regarding building permit fees. A revised Fee Schedule Ordinance has been prepared to re-establish the correct building permit fees.

The proposed Fee Schedule Ordinance includes updated fees for second driveway permits to align with other administrative permits charging a base fee retained by the Town and an escrow for engineering, planning, and/or legal review.

The City Engineer has also recommended a base fee and escrow for review of wetland delineation and wetland impact plan review in accordance with the City's responsibilities to administer the Wetland Conservation Act.

Exhibits:

- Ordinance 2025-01

RECOMMENDATION

City staff recommends approval of an ordinance amending the Fee Schedule.

POSSIBLE MOTION

Motion to adopt Ordinance 2025-01 amending Ordinance 600 - Fee Schedule, as presented.

- c. Joan Heinen, City Clerk/Treasurer
Andy Schreder, Building Official
Shane Nelson/Matthew Kind, City Engineer

ORDINANCE 2025-01

CITY OF BALDWIN
SHERBURNE COUNTY, MINNESOTA

The Baldwin City Council hereby ordains:

Section 1. Fee Schedule. The following fees in the City of Baldwin shall be charged for the following materials, services, zoning and subdivision applications, licenses, and other matters as set forth herein:

ORDINANCE NO.: 600
FEE SCHEDULE
EFFECTIVE JANUARY 6, 2025

General Fees		
	Notary Fee	\$2.00
	DVDs (if borrowed from the City)	\$1.00
	Electronic data	\$10.00
	Tape/CD of Board Meeting	\$20.00
	Photo Copies:	
	Up to 100 copies of letter size paper	\$0.25 per page
	Over 100 pages, any size	Actual cost to copy and locate requested documents
	Letter	\$0.25/page or \$0.35/page color
	Legal	\$0.50/page or \$0.60 page color
	Ledger	\$1.00/page
	Postage:	Actual cost
	Overdue Utility Fee	7% of delinquent balance plus \$25.00/month
	Special Assessment Search Charge	\$20.00
	City Staff Research Fee	\$75.00/hr.
	Road Right-of-Way Permit	\$500.00
	Second Driveway Permit	\$300.00
	<u>Base Fee</u>	<u>\$200.00</u>
	<u>Escrow</u>	<u>\$800.00</u>
	EMS sign, post and hardware	\$70.00
	Fire Report	\$20.00
	Electronic payment	3% of transaction
	Public Hearing Fee	\$1,000.00
	Canine Pick Up	\$150.00 plus \$5.00 if online payment
	Feline Pick Up	\$150.00
	Parking Violation (Ord. 2024-08)	\$50.00
	Administrative Citation Civil Fine (Ord. 2024-05)	\$50.00
	Development Applications	
	Comprehensive Plan Amendment	
	Base Fee	\$500.00
	Escrow – Single Family	\$1,000.00
	Escrow – All Others	\$3,000.00

Zoning Amendment (Map or Text):	
Base Fee	\$500.00
Escrow – Single Family	\$1,000.00
Escrow – All Others	\$3,000.00
Variance:	
Base Fee	\$500.00
Escrow – Single Family	\$1,000.00
Escrow – All Others	\$3,000.00
Conditional Use Permit:	
Base Fee	\$500.00
Escrow – Single Family	\$1,000.00
Escrow – All Others	\$3,000.00
Interim Use Permit:	
Base Fee	\$500.00
Escrow – Single Family	\$1,000.00
Escrow – All Others	\$3,000.00
Administrative Permit and Appeals:	
Base Fee	\$200.00
Escrow	\$400.00
Sign Permit:	\$30.00
Grading Permit:	
<u>Engineering Review</u>	\$1,000 escrow
<u>Construction Escrow</u>	\$3,000/disturbed acre
Zoning Confirmation Letter	\$30.00
Site Plan Review:	
Base Fee	\$200.00
Escrow	\$3,000.00
Shoreland/WS Alteration Permit:	
Base fee	\$200.00
Escrow	\$800.00
Subdivision Sketch Plan:	
Base Fee	\$200.00
Escrow	\$2,000.00
Simple Plat:	
Base Fee	\$500.00
Escrow	\$1,000.00
Plat:	
Preliminary Plat:	
Base Fee	\$500.00
Escrow	\$5,000.00
Final Plat:	
Base Fee	\$500.00
Escrow	\$5,000.00
Administrative Subdivision:	
Base Fee	\$200.00
Escrow	\$800.00
Registered Land Survey:	

Base Fee	\$200.00
Escrow	\$800.00
Environmental Assessment Worksheet Review	
Base Fee	\$200.00
Escrow	\$3,000.00
Wetland Reviews	
Base Fee	\$500.00
Delineation Escrow	\$1,500.00
Replacement Plan/Banking Plan Escrow	\$2,000.00
After the fact Review	2x of base fee and escrow
Development Contract Minimums	
Legal Escrow	Minimum \$3,500.00
Engineering / Construction Observation Escrow	Minimum \$5,000.00
City Administrative Fee	\$1,000.00
Park Dedication	
Residential	\$1,200.00/lot
Commercial/Industrial/Institutional	\$0.00/acre
Liquor License Fees	
On-Sale Intoxicating Liquor	\$3,300.00 per year
On-Sale 3.2 malt liquor	\$100.00 per year
On-Sale wine	\$110.00 per year
On-Sale Taproom	\$210.00 per year
Off-sale intoxicating liquor	\$150.00 per year
Off-sale 3.2 malt liquor	\$100.00 per year
Temporary Intoxicating On-Sale (1 to 4 days)	\$100.00 per event
Temporary 3.2 malt On-Sale	\$10.00 per day
Background Investigation Fee	\$300.00
Consumption and display	State License fee
Building Permits: Building permit and inspection fees shall be as provided for by Appendix A of this Ordinance.	

Appendix A
Building Permit and Inspection Fees

The administration and issuance of permits and the collection of fees shall be as authorized in Minnesota Statutes, Chapter 326B, Minnesota Administrative Rules 1300.0120 and 1300.0160, and as provided by this Ordinance. Fees are to be commensurate with the service provided. Permit fees not specifically identified within this Ordinance are based on the valuation determined by Subdivision 2.

Subd. 1. Permit and Inspection Fees for Residential Building, Commercial Building, Fire Suppression, Fire Alarm, Commercial Mechanical, and Commercial Plumbing. The minimum fee for processing these permits is \$100.00.

Total Valuation	Permit Fee
\$1.00 to \$2,000.00	\$100.00 Minimum
\$2,001.00 to \$25,000.00	\$100.00 for the first \$2,000.00 plus \$16.55 for each additional \$1,000.00 or fraction thereof, to and including \$25,000
\$25,001.00 to \$50,000.00	\$464.15 for the first \$25,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000
\$50,001.00 to \$100,000.00	\$764.15 for the first \$50,000.00 plus \$8.45 for each additional \$1,000.00 or fraction thereof, to and including \$100,000
\$100,001.00 to \$500,000.00	\$1,186.65 for the first \$100,000.00 plus \$6.75 for each additional \$1,000.00 or fraction thereof, to and including \$500,000
\$500,001.00 to \$1,000,000.00	\$3,886.65 for the first \$500,000.00 plus \$5.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000; and
\$1,000,001.00 and up	\$6,636.65 for the first \$1,000,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof

Subd. 2. Project Valuation Determination. The Designated Building Official has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation data may be referenced from the State of Minnesota and/or the International Code Council.

Subd. 3. Plan Review Fees. Where a plan review fee is performed and charged, the minimum plan review fee for all permits is \$50.00. Plan review fees for building, mechanical, fire suppression, and fire alarm permits shall be sixty-five percent (65%) of the building permit fees as set forth in Subdivision 1 of this Section. Plan review fees for similar plans are set forth in Minnesota Rules 1300.0160.

~~Plan review fees for all commercial mechanical permits shall be ten percent (10%) of the permit fee when a project job valuation is determined to exceed \$30,000.00.~~

In the event a permit applicant submits an application that requires plan review and decides not to proceed with the building project after the plan review has been completed, the plan review fee will be billed by the jurisdiction to the permit applicant.

Subd. 4. State Surcharge on Building, Mechanical, and Plumbing, Permit Fees. In addition to the permit fees established in this fees schedule, a surcharge fee shall be collected on all permits issued for work governed by the Minnesota State Building Code in accordance with Minnesota Statutes, Section 326B.148.

Subd. 5. Refunds. The jurisdiction may refund up to 80% of the permit fees in which no work has been done and no inspections have been made. Requests for refunds must be made by the permit applicant in writing within 180 days of issuance. Within 10 days of receipt, the Building Official must review the refund request and determine the amount to be refunded or deny the refund request for just cause.

No refunds will be approved or granted for the following: plan review fees, state surcharge fees, re-inspection fees, or any other services that have previously been rendered.

Subd. 6. Work Without a Permit. Work commenced without a permit may result in additional fees as specific in MN Rules 1300.010, Subpart 8.

Subd. 7. Residential Mechanical Permit Fees for Structures Regulated under the Minnesota Residential Code.

New construction mechanical (includes HVAC system, mechanical ventilation system, and gas lines)	\$150.00 per unit
Addition, alteration, remodel, or replacement mechanical	\$125.00
Basement finish mechanical	<u>\$125.00, if not a rental property and the owner is performing the work, the mechanical permit fee is included with their building permit fee</u>
Fireplace	\$125.00
Garage heater	\$125.00
Gas lines	\$125.00
Miscellaneous mechanical appliance	\$125.00
All other minor mechanical work	\$125.00
Furnace and air conditioner units installed and inspected simultaneously	\$185.00

Subd. 8. Plumbing Permit Fees for Structures Regulated under the Minnesota Residential Code.

New construction plumbing	\$150.00 per unit
Addition, alteration, remodel, or replacement	\$125.00
Basement finish	<u>\$125.00, if not a rental property and the owner is performing the work, the plumbing permit fee is included with their building permit fee</u>
Water heater	\$125.00
Water conditioning system	\$125.00
Miscellaneous plumbing fixtures	\$125.00
Municipal sewer connection	\$125.00
Municipal water connection	\$125.00
<u>Water heater and water conditioning system units installed and inspected simultaneously</u>	<u>\$185.00</u>

Subd. 9. Other Permits and Fees.

Residential Accessory Structures	Refer to Subd. 1 table. A 65% plan review may apply, <u>maximum permit fee - \$850.00 which includes plan review</u>
Structure additions, alterations	Refer to Subd. 1 table. A 65% plan review may apply
Structure remodel	Refer to Subd. 1 table. A 65% plan review may apply
Basement finishes	Refer to Subd. 1 table. A 65% plan review may apply, <u>maximum permit fee = \$500.00 which includes plan review</u>
Deck	Refer to Subd. 1 table. A 65% plan review may apply
Fence over 7 feet high	Refer to Subd. 1 table. A 65% plan review may apply
Residential structure moving (exceeding 60 miles from the jurisdiction)	\$250.00
Residential roofing	\$125.00
Residential siding	\$125.00
Residential window replacement (same size)	\$125.00
Commercial demolition	Refer to Subd. 1 table. 65% plan review may apply
Residential demolition	\$200.00
Manufactured home set-up (foundation and connections only)	\$175.00
Solar/Photovoltaic Systems Residential (up to 3.5kW)	\$175.00
Solar/Photovoltaic Systems Residential (over 3.5kW)	Refer to Subd. 1 table. 65% plan review may apply
Solar/Photovoltaic Systems Commercial	Refer to Subd. 1 table. 65% plan review may apply
Residential irrigation system, including backflow prevention	\$125.00
Miscellaneous commercial or residential building permits for which no fee is specifically indicated	Refer to Subd. 1 table, 65% plan review may apply
Temporary Heating Equipment	\$150.00
Inspections which no fee is specifically indicated	\$125.00 per hour
Additional plan review required by changes, additions, or revisions to previously approved plans	\$95.00 per hour
Re-inspection fees	\$95.00 per hour/inspection – whichever is greater (minimum charge of 1 hour)
Inspections outside of normal business hours	\$150.00 per hour (minimum charge of 2 hours)
Change of Use/Occupancy	Refer to Subd. 1 table. 65% plan review may apply (minimum fee of \$300.00)
Septic System - Residential New <u>or Replacement</u>	\$250.00 <u>\$350.00</u>
Septic System – Commercial New <u>or Replacement</u>	Refer to Subd. 1 table. 65% plan review may apply
Septic System – Residential Alternation/Repair	\$200.00

Septic System – Commercial Alteration/Repair	Refer to Subd. 1 table. 65% plan review may apply
Septic System - Operating Permit	\$125.00 200.00 Annually
Maintenance/Pumping Permit	\$10.00 Triennial

Section 2. Effective Date. This Ordinance shall become effective after passage and publication.

Section 3. Repealer. Any portion of any prior ordinance that conflicts with this ordinance is hereby repealed and replaced by this ordinance.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Baldwin City Council this 6th day of January, 2025.

MOTION BY:
SECONDED BY:
IN FAVOR:
OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

**CITY OF BALDWIN
SHERBURNE COUNTY
STATE OF MINNESOTA**

ROAD USE AGREEMENT

This Road Use Agreement ("Agreement") is entered into and effective this ____ day of _____ 2025 by and among Sylva Corporation, Inc., a Minnesota corporation, ("Owner") and the City of Baldwin, a Minnesota municipal corporation, ("City") (collectively, the "Parties").

RECITALS

WHEREAS, Owner desires and intend to develop a parcel of land within the City of Princeton as legally described on attached Exhibit A, PID No. 90-00005-2200, to build a manufacturing start-up company based on horticulture and agricultural products ("Project"). Specifically, Owner will be developing soils with a combination of soil blends and grinded wood products; and

WHEREAS, in connection with the development, construction and operation of the Project, it will be necessary for the Owner and its contractors, subcontractors, suppliers, customers and each of their respective agents, employees, representatives, and permitted assigns (collectively referred to herein as the "Owner Parties") to transport heavy equipment and materials over that portion 136th Street located between County State Aid Highway 3 and County Road 42 located in the City, which may in certain cases be in excess of the current design limits of the road; and

WHEREAS, this Agreement specifies the commitments made by the City and by Owner for the purpose of ensuring that the Owner's use of that portion of 136th Street north of County Road 42 ("136th Street") is consistent with existing City policies and permits.

AGREEMENT

In consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Initial Evaluations of 136th Street. As soon as practicable after the execution of this Agreement, but in any event prior to the commencement of Project construction and before delivery of materials and equipment to the Project, Owner shall, at its own expense, hire a qualified independent engineer ("Qualified Engineer"), approved by the City, to inspect and structurally assess the road to provide the Initial Evaluation to the City. Such Initial

Evaluation shall be attached to this Agreement as Exhibit B. The Initial Evaluation shall include or address the following:

- (a) The Qualified Engineer shall determine if 136th Street has the structural capacity to carry the loads generated by the Owner Parties.
 - (b) If the Qualified Engineer determines that 136th Street is insufficient in its present condition to carry the loads generated by the Owner Parties, the Qualified Engineer shall provide a recommendation to the Owner and the City on the Planned Improvements needed to make 136th Street sufficient to accommodate the Owner's proposed traffic generation and activities.
 - (c) Owner shall, at the Owner's expense, provide the City Engineer with video or other media documenting the preconstruction condition of 136th Street. This will be made available to and approved by the City Engineer for accuracy and clarity and will be considered as the visual record of the preconstruction condition of the road.
2. City Approval of any Planned Improvements. The City Engineer shall review Initial Evaluation and any Planned Improvements to 136th Street proposed by the Qualified Engineer. The Planned Improvements proposed by the Owner may include modifications to 136th Street deemed reasonably necessary to accommodate the traffic generated by the Project, including heavy equipment and materials, to be transported on 136th Street by Owner Parties. The City Engineer will identify any required changes or additions to the Planned Improvements. This Agreement is conditioned on Owner completing the Planned Improvements in accordance with the City Engineer's approval.
3. Construction of any Planned Improvements. Owner shall be responsible for constructing, at its own cost, all Planned Improvements on 136th Street in accordance with the City Engineer's approval and for taking all other steps necessary to make 136th Street sufficient for use by the Owner Parties. Owner shall, at the Owner's expense, provide the City Engineer with and updated video or other media documenting the postconstruction condition of 136th Street after any Planned Improvements have been completed. This will be made available to and approved by the City Engineer for accuracy and clarity and will be considered as the visual record of the condition of the road after completion of any Planned Improvements.
4. Use by Owner Parties. In connection with the development, construction and operation of the Project, the City hereby acknowledges and agrees that the Owner Parties may use 136th Street as provided in this Agreement and subject to its terms and conditions. 136th Street may be used by the Owner Parties in connection with the development, construction and operation of the Project, including the transportation of heavy equipment and materials to and from the Project.
5. Periodic Meetings. Beginning with commencement of Project construction and before delivery of materials and equipment to the Project, Owner and the City Engineer shall meet from time to time upon the reasonable request of the Owner or the City Engineer to discuss

the expected use of 136th Street. The City Engineer, in consultation with the City Council, shall have authority to act on behalf of the City on matters relating to use of 136th Street.

6. Duty to Keep 136th Street Maintained. During the term of this Agreement, Owner shall maintain (or cause to be maintained) 136th Street in a condition reasonably satisfactory to the City Engineer to accommodate the traveling public. This work shall include application of bituminous material or other materials to the road surface as may be necessary to eliminate traffic hazards. Any damage occurring to 136th Street during its period of use by the Owner Parties shall be presumed to have been caused by the Owner Parties and Owner shall be responsible for repairing the damage unless the Owner can reasonably establish the damage was caused by parties other than the Owner Parties. Owner shall repair (or cause to be repaired) such damage and restore the road to the condition it was in prior to the damage caused by hauling activities conducted by the Owner Parties. The Parties shall rely upon the Initial Evaluation for purposes of determining whether the repair has been performed and completed in accordance with this Agreement. The Parties agree that at a minimum 136th Street shall be returned to at least the same condition it was in prior to the commencement of hauling activities.
7. Maintenance Activities. Owner shall use sufficient equipment and forces to keep 136th Street in satisfactory condition at all times. If, at any time, the Owner fails to comply with these provisions, the City Engineer will notify the Owner of the deficiencies. If the Owner fails to remedy unsatisfactory maintenance within 24 hours after receipt of notice to do so, the City may immediately proceed to maintain 136th Street at the expense of the Owner. If the City Engineer determines the failure to maintain 136th Street creates an immediate hazard to public safety, the City may immediately act to correct the hazard at the Owner's expense without having to wait 24 hours. Maintenance may include, but is not limited to, aggregate surfacing and bituminous surfacing. The City may, in its discretion, make inspections of 136th Street to ensure compliance with the Owner's maintenance and safety obligations.
8. Authorization to Conduct Restoration Work. Owner is hereby authorized to conduct repair, maintenance, and other work necessary to restore 136th Street, subject to the following conditions:
 - (a) Owner shall submit notice to the City Engineer prior to commencing any repair to the road or other improvements to 136th Street. Owner shall provide the City with written notice of any contractor(s) Owner intends to use to perform the work. The Owner shall accept responsibility as the general contractor for the repair and maintenance work. Prior to such contractor performing any maintenance work on 136th Street, the Owner shall submit proof of commercial general liability insurance carried by such contractors who intend on performing work on 136th Street, with such insurance limits being no less than \$500,000 per person and \$2 million per occurrence. The contractor's insurance policy must name the City as an additional insured.
 - (b) The Owner shall provide plans and specifications for the road repair or reconstruction to be completed for review and approval by the City Engineer as provided in this

Agreement. Thereafter, the Owner shall complete the repair or reconstruction according to the Owner's plans and specifications, including any reasonable modifications to the plans and specifications required by the City Engineer.

- (c) Owner will be responsible for the costs of maintenance, repair or reconstruction of 136th Street, soil and erosion control measures, and related improvements as required under this Agreement.
 - (d) Following completion and acceptance of the work, the Owner will provide to the City a written copy of the record plans or "as built" of all utilities and road construction plans in Autocad.dwg or .dxf format.
 - (e) Time is of the essence for the completion of any work contemplated by this Agreement, including any maintenance, repair or reconstruction of roads and associated improvements.
9. Disagreement as to Maintenance and Repair. If there are items upon which Owner and City Engineer disagree regarding the repair or maintenance of 136th Street, Owner and City Engineer shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, the Parties shall request that a mutually agreed-upon third party Qualified Engineer ("Independent Engineer") review the items and this Agreement and determine whether the items in dispute should be repaired, restored or maintained pursuant to the terms of this Agreement. The determination of the Independent Engineer shall be final. Owner shall make repairs in accordance with the determination by the Independent Engineer and shall be responsible for paying the costs of the Independent Engineer.
10. Warranty of Maintenance/Repair/Restoration Work. Following the completion of any maintenance, repairs or restoration work on 136th Street, Owner shall warranty the restoration work. If, within two (2) years following completion of the work, any of the improvements, repairs, or restoration work performed by the Owner on 136th Street fails, Owner will provide additional repair and restoration services within a reasonable period of days (not to exceed thirty (30) days) considering the circumstances, including weather, harvest, planting, and similar conditions, after receiving written notice from the City of such problem. For the purposes of this Agreement, a failure for which the Owner shall be responsible for repairing during the warranty period shall include, but is not limited to, any uneven settling, erosion, potholes, or drainage obstructions in the road right-of-way that are not attributable to normal wear and tear or that the Owner can reasonably demonstrate did not result for the activities of the Owner or the Owner Parties. In the event Owner fails to provide additional repair and restoration services within a reasonable amount of time after receiving notice from the City of such problem, and City elects to address such problems, Owner shall fully reimburse the City for such repair and restoration work based upon the actual costs incurred, including administrative costs and attorneys' fees.
11. Indemnification. Owner shall indemnify, defend and hold the City and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to the Owner and Owner Parties being allowed to use

136th Street for the Project, including, but not limited to, any claim asserted against the City as a result of Owner's or Owner Parties' activities under this Agreement.

12. Term and Termination. This Agreement shall terminate at such time as: 1) the City awards a contract to reconstruct that portion of 136th Street that is covered by this Agreement and such reconstruction work commences, or 2) upon Owner's permanent termination of the Project upon the property legally described on attached Exhibit A and the completion of any maintenance and warranty work required of Owner under this Agreement. This Agreement may also be terminated by mutual written agreement of the Parties.
13. Provisions Surviving Termination. The indemnification obligation of the Owner set forth in this Agreement resulting from any acts, omissions or events happening prior to the date of termination or expiration of this Agreement shall survive such termination or expiration.
14. Payment of City Costs and Expenses. It is understood and agreed that Owner shall reimburse the City for all administrative, legal, planning, engineering and other professional fees and costs incurred in the creation, administration, enforcement or execution of this Agreement. Owner agrees to pay all such costs within thirty (30) days of billing by the City. Bills not paid within thirty (30) days of billing by the City shall accrue interest at the rate of 6% per year. Further, if the Owner fails to pay said amounts, then the City may specially assess the costs thereof against any property owned by Owner and/or bring legal action against Owner to collect any sums due to the City pursuant to this Agreement, plus all costs, engineering and attorney's fees incurred in enforcing this Agreement. Should the City assess Owner's property pursuant to the terms of this Agreement, Owner, their successor or assigns, agree not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 366.012 or any other relevant statutes.
15. Amendments to Agreement. This Agreement may be amended by mutual agreement of the Owner and City. Amendments shall be effective only if in writing and signed by the Parties.
16. Assignments. Owner may, within the terms of this Agreement, assign this Agreement to a successor or assign and assignee shall assume all obligations, responsibilities and duties pursuant to this Agreement. If such assignment is made, the City shall be provided within five (5) days with a written copy of the assignment, which shall be lawfully executed by the assignee. The assignee shall be required to assume all obligations of the Owner under this Agreement.
17. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
18. Compliance with Law. Owner agrees that all Planned Improvements and any repair and restoration work shall comply with all applicable laws and permits.

19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota and hereto intend that Minnesota law shall apply to the interpretation hereof. For the purpose of resolving any dispute with respect to this Agreement, each party agrees that the venue for any legal action shall be in Sherburne County, Minnesota.
20. Severability. If any provisions of this Agreement are determined by a court of law to be unenforceable, invalid or excessive, this Agreement can thereafter be modified by such court, to implement the intent of the Owner and City to the maximum extent allowable under law and the remainder of this Agreement shall remain unaffected and in full force and effect.
21. Authority. The Parties represent and warrant that they have the respective power and authority, and are duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
22. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Owner, and its successors and assigns, and the City, and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
23. Time of Essence. Time is of the essence in the performance of each and every obligation to be performed by the Parties hereto.
24. Subcontractors. Owner shall be responsible to make certain all of its contractors, subcontractors, agents, employees and representatives comply with all terms of this Agreement.
25. Entire Agreement. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. Agreement is specifically intended to supersede all prior agreements whether written or oral.

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

SYLVA CORPORATION, INC.

CITY OF BALDWIN

Lawrence Doose, CEO

Jay Swanson, Mayor

Attest:

Joan Heinen, Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this _____ day of _____, 2025, before me, a Notary Public, personally appeared Jay Swanson and Joan Heinen to me personally known, who being each by me duly sworn, did say that they are respectively the Mayor and Clerk of the City of Baldwin, that said instrument was signed on behalf of said City by authority of its City Council.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared Lawrence Doose, CEO of Sylva Corporation, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of said corporation.

Notary Public

DRAFTED BY:

Couri & Ruppe, P.L.L.P.
705 Central Avenue East
P.O. Box 369
St. Michael, MN 55376
(763) 497-1930

Private Septic System Overview

Highlighting - Tank Maintenance/ Permits and Operating Permits

Septic System Basics

On-site private systems can be essentially broken down into 2 divisions, *standard* and *advanced*. **Standard systems** include Types I, II and III, while the **Advanced systems** are Type IV and V.

- Type I is the simplest and has the least moving parts. It includes a septic tank and a drain field. It is also the least expensive and most common for residential settings.
- Type II has a holding tank only. This is typically the most expensive system (due to maintenance needs over time).
- Type III is merely an approved deviation to the rule from the MPCA such as a “dig out” where the existing drainfield is removed and replaced in its entirety. This is typical with limited site availability.
- Type IV and V are advanced systems that employ technologies addressing higher strength waste and/or are used in environmentally sensitive areas.

Private septic systems are critical for the safe treatment and disposal of waste water on properties not connected to a municipal waste water treatment system. Most septic systems have two main components: the *septic tank(s)* and the *soil treatment area* (also called a drain field). The septic tank separates sewage into solid and liquid components. When operating as intended, the septic tank retains the solids, while allowing the liquid (called effluent) to pass through to the *soil treatment area* below the ground surface, yet at a safe elevation to protect ground and surface waters.

The soil treatment area’s primary function is to treat and safely dispose of effluent, which flows into the drain field before it is dispersed into the ground. As it slowly filters down through the soil, the effluent is biologically treated, removing dangerous pathogens and organic materials.

While these components allow a septic system to safely dispose of wastewater in a practical manner, they do not dispose of solids, which accumulate in the tank. The only way to remove solids is by extraction with a specialized pumping system operated from a mobile truck. This is often referred to as *septic tank maintenance* by state regulations. This must be performed by a certified Septic System Maintainer, and is often tracked with a Maintenance Permit through the local municipality.

Regular Maintenance

If a tank is not regularly maintained, it can become so full of solids that it can no longer properly separate them from the effluent. If this occurs, solids begin to pass through to the drain field where they begin to plug the soil reducing its ability to accept and treat effluent. Eventually, this can cause the drain field to fail, leading to surfacing wastewater or sewage backing up into the home. Once a drain field has failed, the most common solution is a full drain field replacement.

There are different types of drain fields, but they all have one thing in common: They are expensive. Even the simplest drain field can cost upwards of \$15,000. Regular maintenance of a septic system is an important way to maximize the lifespan of the system, ultimately protecting the property owner's investment.

What is Required? What is Recommended?

State rules require that the levels of solids in every tank be assessed at least every three years, with the tanks being pumped if they are too full. Many homeowners choose to simply have their tanks pumped out without being measured. Additionally, this assessment includes a review of the equipment used within the system to verify optimal performance of the overall system.

Systems receiving a high flow may require more frequent pumping/ emptying. Systems that are sparsely used may require less. The septic professional utilized for the assessment should be able to provide insight as to the maintenance required based on your system size and number of occupants.

Maintenance Permit vs Operating Permit

A **Maintenance Permit** is optional and could be used to track this activity and ensure it is being disposed of in a safe and proper manner by an approved company. **Maintenance Permits** would be managed by the City and completed by the Septic System Maintainer when they do the pumping/ cleaning/ assessment. In the event a property's system has not been pumped or measured within the required timeframe, a reminder can be sent along with the contact information for the building department should any questions arise. These Maintenance Permits are provided for a fee and required on a 3 year cycle.

An **Operating Permit** on the other hand is required by the MPCA in many circumstances and contains a detailed set of instructions on how a septic system needs to be maintained and monitored. It may also stipulate that certain kinds of testing are required, including the specifications and frequency of the testing. Operating Permits are written by the system's designer and must be followed in order for a system to remain in compliance. A commercial or advanced septic system that is not being sustained per its **Operating Permit** is considered Noncompliant until the situation is remediated.

Maintenance and Operating Permits are administered locally. According to state rules, Operating Permits are only required for Type IV (systems employing pre-treatment units), Type V (engineered systems), and Septic Systems with large flows (greater than 5,000 gallons per day). In addition to that however, a system's designer has the discretion to require an Operating Permit if they feel it is necessary for specific site conditions to ensure the safe and effective operation of the system.

Septic System maintenance must be done by a certified Maintainer. However, since the work required by an **Operating Permit** is usually more complicated and needs specific knowledge of advanced septic systems, it must be performed by a person carrying the appropriate certification.

Why are Operating Permits Required?

Systems that require Operating Permits are more complicated and often have extra components that allow the system to exceed the performance of a standard system. However, the drawback to this is a greater possibility for malfunction. Proper execution of the Operating Permit helps to ensure that all of the complicated elements of the system are functioning properly. If there is a problem, it is always better and less expensive to find out early before an isolated problem becomes a systemic one.

Furthermore, these advanced systems are often required because the waste being treated is high strength or unusual. The testing required in an Operating Permit helps ensure that this waste is being properly treated and not released in a manner that is unsafe to people or the environment. An example of a system that requires an Operating Permit would be the new church currently under construction on County Road 9. This is an advanced system because of the pretreatment required in conjunction with the commercial kitchen. If, for example, they did not have food preparation accommodations, and only toilet waste were generated, a Type I system would be an acceptable system for the use.

Operating Permits thus serve two purposes: The first is to protect the considerable investment that a more complicated system requires. The second is to ensure that the system is protecting both public health, and the environment.

Maintenance Permits again are up to the discretion of the local unit of government but can be part of a long term strategy for tracking activity and providing educational material such as the septic system Q&A included with your packet.

In the recent case of water contamination at Little Elk Lake, it is highly suspicious that the multitude of private septic systems around that body of water are likely contributing to the water quality and frequent algae blooms. Homes and septic systems were primarily built in the past as seasonal properties and now turned into year-around dwellings so it is likely that they are not designed to handle the amount of water created.

This type of oversight will help identify struggling systems and prevent large impacts on neighboring properties.

Septic Systems

Questions & Answers

What is required by the Minnesota Pollution Control Agency to maintain your private, on-site septic system?

- Tanks must be assessed or emptied/cleaned at least every 3 years by a licensed septic *Maintainer*.
 - Septic tanks are examined to ensure they are watertight and operating as designed to protect the drainfield from clogging and becoming overloaded. Adequate maintenance helps avoid costly repairs and potentially hazardous situations of surfacing raw sewage and/or pollution to the environment.

What is a tank assessment?

- A tank assessment is an evaluation of your septic tank to answer two basic questions:
 1. Is the septic tank watertight?
 - a. Water must not be leaking out of the tank into the surrounding ground.
 - b. Excess water should not be leaking into the tank as this can overload the system.
 2. Are the levels or amounts of solids inside the tank within operating parameters?
These solid layers are:
 - a. Scum - Material floating at the top of the tank; and
 - b. Sludge - Material sitting at the bottom of the tank
- Solids are held inside the tank by baffles (see diagram on page 2). The *Maintainer* should verify the presence and condition of the baffles while completing on site work.

When does my tank need to be emptied/cleaned of its contents instead of an assessment?

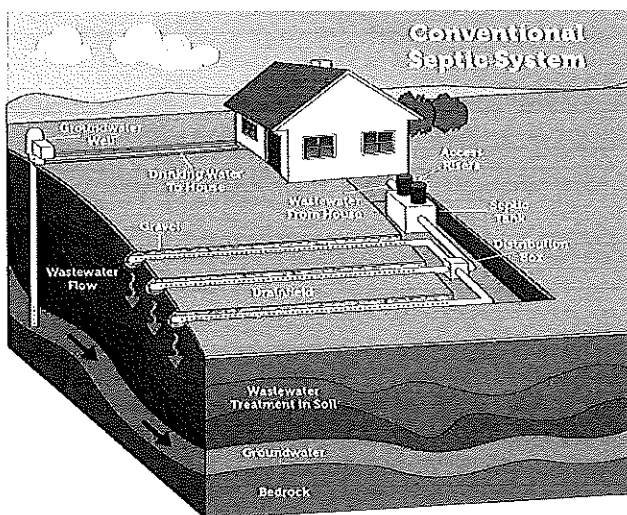
NOTE: If the tanks contents are removed (pumped out) as a matter of practice or abundance of caution, measurement (assessment) of the tank's solids is not required.

- If the occupants have been *consistently* taking care of their septic system by monitoring what is disposed of and controlling water usage, they may choose to communicate with the *Maintainer* upon scheduling their triennial (every three years) appointment that an assessment is requested rather than a full service of removal of the tank's contents (pumping). This may be less expensive and can be performed more timely as it requires different/less costly equipment.
- If the *Maintainer* measures the tank's contents in an assessment and finds the measurements indicate the tank is **beyond allowable levels**, pumping/removing the tank contents will then be *required*.

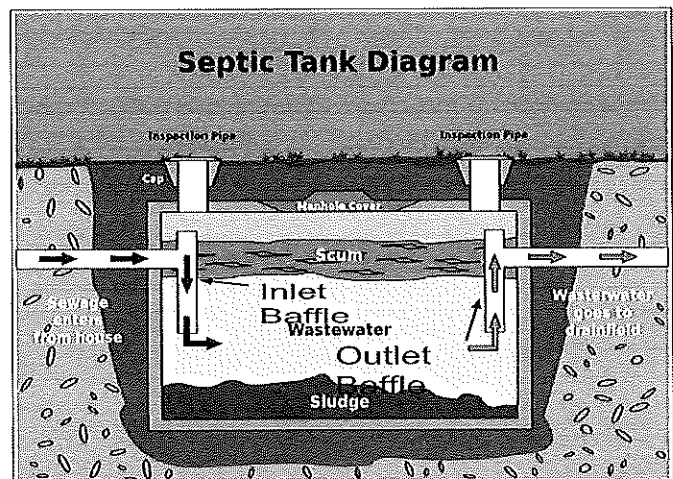
- Please Note: Pumping CANNOT be performed through the inspection ports. Fully compliant pumping activities can only be performed through the maintenance/access holes.
 - Pumping will entail either backflushing or agitation by mechanical means to ensure solids become suspended in the liquid for thorough removal/cleaning.

What about my pump tank?

- If your system has a pump tank (where the effluent is pumped to the drainfield), it must also be assessed or pumped/cleaned every 3 years.
 - The same criteria for water tightness also applies to pump tanks.
 - Solid material should not be in the pump tank.
 - If significant amounts of scum or sludge are present, the source/cause should be determined while the *Maintainer* is on site.
 - Solid material in this tank can cause significant damage to the pump and is a serious risk of plugging in the drain field.



Please note: Septic systems vary. Diagram is not to scale.



23306 Cree Street NW, Suite #103, St. Francis, MN 55070

(763) 331-7722

www.rumrivercc.com



RUM RIVER CONSULTANTS, LLC
Plumbing Plan Review For Public & Commercial Projects
City of Baldwin

The State of Minnesota Department of Labor and Industry (DLI) conducts plumbing plan review for public and commercial projects for most jurisdictions in the State of Minnesota, as stipulated in [Minnesota Rules 1300.0215, Subpart 6.](#)

[Minnesota Statutes 326B.43, Subdivision 2](#) permits the delegation of authority for review of these types of permits to local jurisdictions. This statute enables the Commissioner of DLI to establish an agreement in which the City of Baldwin agrees to carry out plan reviews that are typically performed by the Commissioner or their designee.

To obtain this special delegation, the City of Baldwin must undertake key steps to formalize this process, including the approval of an ordinance to offer local plumbing plan review services, the endorsement of an application and submission of an agreement with the State of Minnesota, the establishment of local fees, and ensuring the designated representative is eligible to perform the local reviews.

This agreement will benefit the City of Baldwin by generating additional revenue that the state usually retains by conducting these reviews. More importantly, the customer service benefit for permit applicants and property owners are significant. DLI is typically 8 to 12 weeks behind on plan review, causing considerable delays in construction. Rum River Consultants (RRC) has the capacity to perform the review of these plans in a fraction of the timeframe of DLI.

RRC holds the delegation of authority across Minnesota, representing almost 25% of jurisdictions that have this special delegation. This experience uniquely positions us to offer streamlined services which enables projects to begin and conclude more swiftly in Minnesota's demanding climate.

Process

RRC will lead the City of Baldwin through this process appropriately as required by law which includes drafting the following documents:

- Ordinance and Summary Ordinance to provide local plumbing plan review.
- Ordinance and Summary Ordinance establishing local fees for these services.
 - *Note: Ordinances must be posted at least 10-days prior to a city council's consideration as required by law.*
- Application Agreement with DLI.
- Resolution which endorses the application agreement with DLI.
- Contract revision which identifies the agreement between RRC and the City of Baldwin.

Timeline

If the City Council decides to move forward with this process on January 6th, the following approximate timeline will commence:

- Mon. Jan. 13 – RRC provides the above referenced documents to Joan & Bob Rupee.
- Fri. Jan. 17 – Joan & Bob review the documents and provides requested changes to RRC.
- Wed. Jan. 22 – RRC makes changes and sends revised documents back to Joan & Bob.
- Fri. Jan. 24 – Joan will post the draft ordinances as required by the State of Minnesota.
- Week of Jan. 27 – Joan will include all documents as part of the official City Council packet.
- Mon. Feb. 3 – Baldwin City Council discusses and approves all agenda items.
- Tues. Feb. 4 – Joan provides signed copies of all documents to RRC.
- Wed. Feb. 5 – RRC sends DLI copies of all fully executed documents.
- Thu. Feb. 6 – Joan sends the ordinance summaries to the designated newspaper.
- Thu. Feb. 13 – Baldwin's designated newspaper publishes the summary ordinances.
- Fri. Feb. 14 – DLI provides the delegation approval letter to Joan and RRC.

Compliance Report

Jurisdiction: City of Baldwin
30239 - 128th Street

Princeton, MN 55371

Report Year: 2025
Case: 1 - 2025 Data (Private (Jur
Only))

Contact: Joan Heinen

Phone: (176) 338-8931

E-Mail: Town.Clerk@baldwintw
pmn.com

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	2	3	0	5
# Employees	2	3	0	5
Avg. Max Monthly Pay per employee	5719.00	4824.23		5182.14

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 0 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	2	3
b. # Below Predicted Pay	0	0
c. TOTAL	2	3
d. % Below Predicted Pay (b divided by c = d)	0.00	0.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 3	Value of T = 0.000
-----------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = 0

b. Avg. diff. in pay from predicted pay for female jobs = 0

III. SALARY RANGE TEST = 0.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 0.00

B. Avg. # of years to max salary for female jobs = 0.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2025 Data

City of Baldwin

LGID: 2330

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
5	Office Specialist Part Time	0	1		F	102	3727.69	3727.69	0.00	4.50	
1	Transportation Generalist	1	0		M	183	4506.00	5719.00	0.00	6.00	
4	Deputy Clerk/Treasurer	0	1		F	208	3119.00	4506.00	0.00	0.50	
2	Highway Maintenance Supervisor	1	0		M	213	4506.00	5719.00	0.00	7.00	
3	Clerk/Treasurer	0	1		F	275	5199.00	6239.00	0.00	2.00	

Job Number Count: 5



Minnesota Pay Equity Management System - City of Baldwin(25-No Submission)

Home

Utilities

Go To

Log Out

[<--Jobs Page](#)

[Reports-->](#)

Your jurisdiction has three or fewer male classes or no female classes. In these cases, the alternative analysis test, NOT the statistical analysis test is used to compare salaries. Data must still be submitted using this software application. Click on the button below to complete and submit all the required information in the pay equity report.

Go To Implementation Form

View Another Case

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at pay.equity@state.mn.us so that we can follow up. Thank you.

CITY OF BALDWIN SALARY & PAYMENT SCHEDULE

1. **MAYOR, CITY COUNCIL & CLERK/TREASURER:**

Monthly Base Pay (Mayor/City Council Only)	\$100.00
Per Meeting (Mayor/City Council)	\$100.00
Per Hour (Mayor/City Council Only)	\$25.00
Per Hour (Clerk/Treasurer)	\$30.00-\$36.00
Mileage (Per Mile) for Council Approved Meetings & Activities	\$IRS Allowable - \$.67 as of 1/1/2024
2. **DEPUTY CLERK:** \$18.00 - \$26.00/Hour
(Typing, word processing, mailings, filing,
Phone messages, Assisting people, Special Planning
Commission and Park meetings)
3. **ADMIN SUPPORT:** \$18.00 - \$22.00/Hour
(Typing, word processing, filing, Cemetery, Planning Commission)
4. **ROAD MAINTENANCE WORKER:** \$26.00 - \$33.00/Hour
Snow Plowing and Sanding with City Truck
Patching Blacktop as needed, Brushing, Installing Signs
Maintaining an Inventory of Road Conditions & Equipment
GENERAL WORK: Striping, Shoveling, Maintenance Duties
City Hall Maintenance: Custodial duties (i.e. City 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 City Council \$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 the City of Baldwin)** \$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 9/10/2024

New Public – Township Information

DEC 23 2024

COURI & RUPPE, P.L.L.P

Michael C. Couri*
Robert T. Ruppe**
Mark S. Allseits

**Also Licensed in Illinois*
***Also Licensed in California*

Attorneys at law
705 Central Avenue East
PO Box 369
St. Michael, MN 55376-0369
(763) 497-1930
(763) 497-2599 (FAX)
www.couriruppe.com

December 18, 2024

Baldwin City Hall
Joan Heinen, Clerk/Treasurer
30239 128th Street NW
Princeton, MN 55371

Re: Sherburne County Cannabis Joint Powers Agreement

Dear Joan:

As you are aware, Sherburne County has requested that municipalities within the County enter into a Joint Powers Agreement (JPA) regarding cannabis retail registrations and compliance checks, as authorized under Minn. Chap. 342.13. The County has also adopted Sherburne County Ordinance #280, which includes certain provisions for cannabis retail businesses at the county level.

After reviewing the County's JPA and Sherburne County Ordinance #280, I wanted to inform you of your options moving forward and advise you on the best approach for your City.

Option 1: Enter Into the JPA and Adopt an Ordinance Consistent with the County's Ordinance.

Under this option, your City would sign the JPA and adopt an ordinance that mirrors the County's Ordinance #280. By doing so, you are designating the County as the local governmental unit in your City for purposes of cannabis regulation. This would allow the County to issue cannabis retail registration and perform compliance checks in your City.

One significant consequence of this approach is that your City would not have the ability to limit the number of retail registrations under Minn. Stat. 342.13(i). This statute allows municipalities to no longer register cannabis retail businesses if the County has

December 18, 2024

Page 2

reached the "1 active cannabis business registration for every 12,500 residents" threshold. That threshold is currently 9 cannabis retailers for all of Sherburne County.

We are anticipating that most of the cannabis retailers will locate in Elk River, St. Cloud, Big Lake and Becker, all of which already have major 4-lane highways and significant retail businesses. If the County limits the number of cannabis retail registrations to 9, and if the first 9 businesses locate in these cities, then the County could deny any requests for additional retail registrations anywhere in the County.

However, the County appears to be contemplating allowing more cannabis retail outlets to operate in the County than the minimum number of 9 that the state requires by not counting registrations that locate in cities that do their own enforcement and are not part of the County's JPA toward the County's overall minimum limit of 9 (this would likely be registrations in Elk River, St. Cloud and perhaps Big Lake that the County would not count). If the County adopts this methodology, it would then potentially allow 9 retail registrations in areas that are outside of Elk River, St. Cloud and Big Lake. The result would almost certainly mean a greater chance that your jurisdiction will end up with a cannabis retailer if you sign the JPA than if you did not sign the JPA and instead did your own cannabis registration.

At this point, the County has not made the decision yet on which registrations it will or will not count toward its minimum limit of 9, or even if it will adopt a minimum limit of 9. There is a new County Commissioner coming into office in January and it is anticipated that he may have a different view on the minimum limit that the outgoing Commissioner, which may in part explain why the County has not yet made the decision on the number of cannabis retail registrations that it will allow.

Option 2: Do Not Sign the JPA and Enact Your Own Registration Ordinance.

The second option is for your City to not enter into the JPA and instead adopt its own cannabis retail registration ordinance. Under this scenario, your City would not be bound by the County's registration quota and would retain greater flexibility regarding the number of cannabis retail registrations allowed within its jurisdiction.

There is some risk associated with this option. Specifically, if your City ends up with one of the first nine retail registrations (nine being the minimum number of registrations required by Minn. Stat. 342.13(h)) in Sherburne County, under Minn. Stat. 342.13(i), you may be required to issue a registration. However, it is unlikely that applicants will target smaller or remote communities and as such we believe the risk to be relatively minimal. Instead, we believe larger cities located on the major highways will draw the vast majority of cannabis retail registrations.

If your City is not one of the first nine municipalities to receive a cannabis retail application, it would not be obligated to issue a registration, as the statute permits cities

and townships to limit the number of registrations if the County meets the "1 for every 12,500 residents" threshold. This option may be more advantageous if your City is committed to preventing cannabis retail businesses from operating within its jurisdiction at all. However, in order to refuse to issue the registration, the City will need to have its own registration ordinance in place before the State issues a license. We can help you develop that ordinance if your City prefers this option.

Next Steps for Your City or Town

Importantly, your City should adopt a cannabis retail registration ordinance at some point in January, 2025, or risk losing the ability to limit the number of registrations at whatever point the state starts issuing licenses.

After speaking with the Sherburne County Attorney's Office, it has become apparent that we will not get a certain answer from the Sherburne County Attorney's Office as to whether the County will allow municipalities who enter the JPA to have an ordinance consistent with but more restrictive than Sherburne County Ordinance #280. In essence, based on discussions with the Sherburne County Attorney's Office, it is unclear at this time whether the County Board is willing to enforce the municipalities' right to not register additional cannabis retail businesses if the County meets the "1 for every 12,500 residents" threshold for those municipalities who sign the JPA.

Given the current circumstance surrounding the County Board's position on this issue, including the arrival of a new County Board member in January, I would advise not signing the JPA at this point and instead adopting a registration ordinance now that is consistent with Sherburne County's Ordinance #280, but includes provisions allowing your City to limit the number of registrations to one retail business if the County has met the 1 per 12,500 residents quota under Minn. Stat. 342.13(i) and which limits the number of retail registrations in your City to one (assuming that is what the City desires). This approach will ensure your municipality retains some flexibility while you wait to see how the new County Board member impacts the County Board's position.

Once the new County Board member is seated in January, we will have a clearer picture of the County Board's stance on the issue. If it appears the County Board is amenable to amending the JPA to allow municipalities the right to restrict retail registrations in alignment with Minn. Stat. 342.13(i), we can then revisit the option of entering into the JPA. Should that occur, we would work with the County to revise the JPA language to better protect your municipality's interests.

I recommend that you move forward with adopting your own cannabis business registration ordinance, consistent with the County's, but which includes the language allowing your City to limit the number of cannabis retail registrations if the County meets the required 1 for 12,500 residents quota. This will provide your municipality with

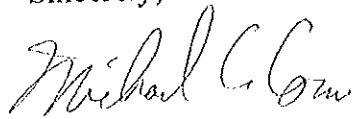
December 18, 2024

Page 4

greater control over cannabis retail registrations and allow us to assess the County Board's position after the new member is seated.

Should you have any further questions or wish to discuss these options in more detail, please do not hesitate to reach out. I am happy to assist you in any way possible.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael C. Couri".

Michael C. Couri
Couri & Ruppe, P.L.L.P.

2024 TOWN BOARD GOALS

Chairman-Jay Swanson

- Incorporate with Baldwin Townships boundaries intact. This includes making this positive and easy for all involved.
- Run for Re-Election for 2024
- Research of Septic Authority for Baldwin Township and changes that need to be made.
- Revisions and modifications of current building plans received from Brunton.
- Remodel/renovation of current Town Hall, Maintenance and Fire Department buildings.
- 136th Street and working with County for participation on this street
- Once Incorporated, work with City of Princeton on projects and relationship

Vice Chairman-Tom Rush

- RFP for Frontier Trails
- Get new playground equipment for Young Park & Little League Field
- Additions to park trails at Goose Lake Park & Young Park
- New CIP for Roads
- New CIP for Maintenance

Bryan Lawrence

- Incorporation to be a positive conclusion for Residents. Works with all individuals, including neighboring areas, to make the process as easy and simple as possible.

Scott Case

- Updated CIP for Fire Department based on becoming a City.
- Looking at Public Safety to aspect for Township/City and making the process more seamless and for all residents, including Blue Hill Residents. That all know Baldwin Fire Department is protecting them.
- EMT's on Fire Department to have medical bags to respond directly.
- Improve service of Fire Department
- Incorporation to be positive and seamless and to see what funds available once Incorporated as a City.

Jeff Holm

- Incorporation to be positive and simple for all involved in order to keep future control in Baldwin Township.
- Work on a presentation of a 10-year plan for additions/remodel/renovation of current Town Hall, Maintenance Garage and Fire Department to get us by for the next decade.
- Purchase of a Skid Steer
- Additional trails at Young Park and maintenance/burns/buckthorn for small areas for improvement.

Joan Heinen

From: Mille Lacs County Animal Control <millelacscountyanimalcontrol@gmail.com>
Sent: Thursday, December 26, 2024 12:22 PM
To: Joan Heinen
Subject: animal control

Dear Cathy,

I am writing to request a leave of absence from my position as animal control due to a serious family health crisis. My husband is currently hospitalized and undergoing treatment for leukemia. The chemotherapy is unfortunately causing significant complications with his heart, and his prognosis is uncertain at this time.

I anticipate needing at least 60 days to focus on my husband and navigate this challenging situation.

I understand the impact this may have and am willing to discuss any options that may be available, including a potential contract termination.

Thank you for your understanding and support during this difficult time.

Sincerely,

Michelle Russell

Animal Control Options 2025

Ruff Start Rescue

12526 319th Ave

Princeton MN 55371

763-355-3981

Left Message to call back 12/30/24 – sent an email 1/2/25

Tri-County Humane Society

735 8th St NE

St. Cloud MN 56304

320-252-0896 – Kari Boehmer

No transportation of animals – but will do intake and post about found animals. Can sign a contract for 2025 –contract to look over was emailed

Monticello Animal Control

203 Chelsea Road

Monticello Mn 55362

612-859-6989

Not taking any contracts for 2025

Minnesota Federated Humane Societies

PO Box 416

Anoka MN 55303

612-866-8663

Left message to call back 12/30/24 – sent an email 1/2/25

On- Line Retrievers

Currently Using – but on a **60 day leave of absence**

Joan Heinen

From: Joel Brott <Joel.Brott@co.sherburne.mn.us>
Sent: Tuesday, December 31, 2024 12:43 PM
To: Joan Heinen
Subject: RE: Baldwin/FW: animal control

Joan,

Here are some that others are using:

Blue Hill Online Retrievers of Ogilvie
Haven and Palmer both use Tri-County Humane Society (no pick up- the citizen has to bring the animal there)
Becker, Big Lake, Clear Lake, Livonia, and Orrock all use Monticello Animal Hospital- only available M-F day
hours- nothing after hours

From: Joan Heinen <Town.Clerk@baldwintwpmn.com>
Sent: Tuesday, December 31, 2024 9:56 AM
To: Joel Brott <Joel.Brott@co.sherburne.mn.us>
Subject: Baldwin/FW: animal control

Hi Joel,

We have been notified that Mille Lacs County Animal Control needs to take a leave of absence or resign as our Animal Control for the City of Baldwin. We are working diligently to find a replacement.
Do you have a recommendation that other cities or townships use?
This will be discussed at the January 6th City Council meeting.
I will keep you updated.
Have a very happy New Year.

Joan Heine
Clerk/Treasurer
City of Baldwin

From: Mille Lacs County Animal Control <millelacscountyanimalcontrol@gmail.com>
Sent: Thursday, December 26, 2024 12:22 PM
To: Joan Heinen <Town.Clerk@baldwintwpmn.com>
Subject: animal control

Dear Cathy,

I am writing to request a leave of absence from my position as animal control due to a serious family health crisis. My husband is currently hospitalized and undergoing treatment for leukemia. The chemotherapy is unfortunately causing significant complications with his heart, and his prognosis is uncertain at this time.

I anticipate needing at least 60 days to focus on my husband and navigate this challenging situation.



December 30, 2024

Dear Municipal Administrator,

Tri-County Humane Society's animal impound partnership with local municipalities positively impacts the health, safety, and well-being of all members of our shared community. Thank you for seeing the importance of this partnership for the welfare of both pets and people. We look forward to our partnership with you in 2025.

We understand how important reliable, effective, and efficient impound services are for you and the people you serve. We take pride in the services we provide and strive to continuously add process improvements. Below are a few updates to our services and fee schedule that we would like to highlight as we move into the new contract year:

1. To make things more efficient for both you and our staff, rather than calling, we will inform designated authorities via email within 24 hours of an animal's impoundment with the location found and animal information. Should you wish to dispute an animal impoundment (i.e. found location is outside of your jurisdiction), please email csn@tricityhumanesociety.org within the animal impound holding period.
2. We have added an additional fee of \$500 for all bite quarantines. We would encourage you to follow the State of Minnesota guidelines and only require quarantines for animal-on-human bites, not animal-on-animal bites, and for animals with a known owner, that you allow them to quarantine in home or at their own veterinary clinic rather than bringing them to us.
3. Animals birthed within the holding period of an impounded animal will be added to that animal's intake and billed accordingly.
4. See new fee structure for provided services.
5. Trap, Neuter, Return (TNR) and Return To Field (RTF) programs have become widely accepted as an effective means of managing feral community cat colonies world-wide. Rather than impoundment, TCHS will be offering Return to Field (RTF) services to people struggling with outdoor feral community cat colonies on their property. This will include spaying/neutering, ear tipping, administering rabies and distemper vaccines, and returning the cat to their property. Cats may qualify if they are deemed feral, unsocial and healthy appearing. We will work with the person harboring the cats to arrange live-trapping and transportation to and from our shelter

735 8th Street NE St. Cloud, MN 56304 | PO Box 701 St. Cloud, MN 56302 | 320.252.0896
pets@tricityhumanesociety.org | www.tricityhumanesociety.org



when feasible. If you would like to learn more about our RTF services for controlling feral community cat colonies in your municipality, or if you thought your residents would like more information about using this program, please reach out to TCHS for more details. ***Please note:** If a feral cat is trapped whose ear has been tipped, it has likely already been through an RTF program and has an outdoor "home."

Please review the attached Agreement and sign and return it by mail or email to TCHS by December 31, 2024. Handwritten edits to this contract will not be accepted. If you have any questions regarding the contract, please reach out to me directly.

We appreciate your partnership as we seek to serve the people and animals of central Minnesota.

Sincerely,

Kari Boehmer
Customer Service Manager
(320) 252-0896 ext. 22
csm@tricityhumanesociety.org



ANIMAL IMPOUND AGREEMENT

This agreement is between the municipality of City of Baldwin and Tri-County Humane Society, effective **January 1 - December 31, 2025**.

A. THE FOLLOWING IS MUTUALLY AGREED UPON BY THE PARTIES:

1. That Tri-County Humane Society (TCHS) agrees to:
 - a. Provide an appropriate animal shelter with competent staff to adequately and properly house and handle impounded animals. The shelter shall be open to the public to receive inquiries regarding lost or found animals or to reclaim animals seven days a week (excluding holidays) during the hours of noon to 6:00 pm on weekdays and noon to 5:00 pm on weekends apart from alternate hours due to inclement weather.
 - b. Receive and impound domestic companion animals found or legally seized within the municipality by the municipality's community service officer (CSO), animal control officer (ACO), or other authorized municipal representative during the shelter's operating hours.
 - c. Receive and impound domestic companion animals found and verified to be within the municipality by private citizens during the shelter's operating hours.
 - d. Notify via email all designated municipal personnel of animal impoundment within 24 hours of animal intake.
 - e. Hold stray animals for up to five business days per Minnesota State Statute and publicize them upon intake on www.tricountyhumanesociety.org.
 - f. Receive and offer bite quarantine services for animals without a known owner, or when the animal's owner is unable to provide such services. Animals will be held on bite quarantine for 10 business days, plus 1 full business day to allow for reclaim by owner.
 - g. Receive and hold seized animals for up to 10 business days per Minnesota State Statute, or longer upon request of a person claiming an interest in a seized animal, which request must be made within ten days of the date of seizure, TCHS agrees to hold seized animals for an extended period as deemed necessary per fee schedule below.
 - h. Perform humane euthanasia as deemed necessary by TCHS' licensed veterinarian.
 - i. Provide proper and adequate shelter, food, water, and other humane care treatment for impounded domestic animals.
 - j. Assess all impounded animals, vaccinate and de-worm all dogs and cats upon intake when feasible, and provide additional veterinary care within the shelter's capacity as necessary.
 - k. Handle all inquiries that are received by TCHS in respect to the impounded animals, keeping a log of lost and found reports and cross-referencing each list regularly to facilitate reclaims.
 - l. Assume ownership for unclaimed impounded animals beyond the times provided in this contract (i.e. on the 1st day after stray or safekeeping hold is complete or on the 2nd day after a bite quarantine is complete.)



m. Invoice the municipality clerk quarterly (April, July, October, January) for impounded animals not returned to their owner per the schedule below.

2. That the municipality agrees to:

- a. Deliver seized animals within the municipality to TCHS.
- b. Seek alternative veterinary care for animals if it is deemed beyond the capacity of TCHS or agree to humane euthanasia if deemed necessary by TCHS licensed veterinarian.
- c. Provide a list of names and email addresses of those who will be notified of animal impound within 24 hours of impoundment.
- d. Notify TCHS within the legal holding period of 5 business days for stray animals or 10 business days for seized animals of any intake disputes.
- e. Pay TCHS quarterly within 30 days of receiving invoice for impound services per detailed fee schedule.
- f. Pay a \$30 late fee to TCHS for any payments received after the listed payment date.

B. FEE SCHEDULE*

1. Stray animals held for up to 5 business days: \$100 per animal (see cap on litters below)
 - a. Additional \$20 per day beyond the 5-day holding period
 - b. Stray litters (3 or more) of puppies, kittens, or other animals under 10 weeks of age will be capped at \$250
2. Seized Safekeeping or Bite Quarantine animals held for up to 10 business days: \$200 per animal
 - a. Additional \$20 per day beyond the 10-day holding period
 - b. Additional \$500 surcharge for animals needing bite quarantine
3. Holding and disposal of animals who are dead on arrival (DOA): \$75 per animal

*Owners reclaiming their pet within the stray or seized holding period will be charged the impound fee per the fee schedule. These animals will appear with a zero balance on your invoice.

C. TERM

1. The term of this Agreement shall begin on the Effective Date of January 1, 2025, and end December 31, 2025, unless terminated sooner in accordance with the terms of this Agreement.
2. Either party may terminate this Agreement for convenience at any time. Termination shall be effective at the end of the month following the party's receipt of thirty (30) days written notice to the other party.
3. Either party may terminate this Agreement if the other party is in breach of any material obligation contained in this Agreement, which is not remedied by the other party within ten (10) days of written notice.
4. The parties may voluntarily terminate this Agreement at any time by mutual agreement.
5. In the event of termination, the municipality shall only be responsible to pay for the services satisfactorily performed to TCHS to the effective date of termination, as described in the final invoice to the municipality.



6. Should any of the terms of this agreement need to be amended by Tri-County Humane Society, Tri-County Humane Society will provide a 30-day written notice.

IN WITNESS WHEREOF the Parties have caused this Agreement to be approved on the effective date above.

TRI-COUNTY HUMANE SOCIETY AUTHORIZED AGENT

Signature: _____ Title: _____ Date: _____

MUNICIPALITY AUTHORIZED AGENT

Signature: _____ Title: _____ Date: _____

MUNICIPALITY BILLING / CLERK CONTACT INFO

Clerk of Municipality: _____ Clerk Phone Number: _____

Clerk Email Address: _____

Billing Address: _____

Please list the names and email addresses of those who should be notified of animal impound intakes:

Name: _____ Email: _____

Name: _____ Email: _____

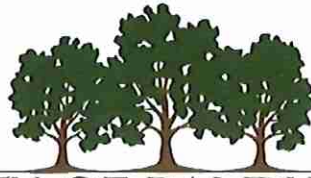
Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

01/06/2025

City of Baldwin
30239 128th Street NW
Baldwin, MN 55371

Office Hours

Mon—Thurs: 8:00 a.m. to 4:30 p.m.
Closed for Lunch: 12:30 p.m.—1:00 p.m.
Friday: 8:00 a.m.—12:00 p.m.

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

CITY COUNCIL

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

CITY 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

CITY OF BALDWIN WEBSITE:

www.baldwinmn.gov

CITY OF BALDWIN FACEBOOK:

[www.facebook.com/
CityofBaldwinMinnesota](https://www.facebook.com/CityofBaldwinMinnesota)

Calendar of Events for 2025

(unless otherwise noted all meetings start at 7:00 p.m.)

January 1	New Years Day — OFFICE CLOSED
January 6	City Council Meeting
January 15	Special Planning Commission Meeting
January 16	Park Committee Meeting
January 20	Martin Luther King Day — OFFICE CLOSED
January 22	Planning Commission Meeting
January 27	City Council Meeting
February 3	City Council Meeting
February 17	President's Day — OFFICE CLOSED
February 19	Special Planning Commission Meeting
February 20	Park Committee Meeting
February 24	City Council Meeting
February 26	Planning Commission Meeting
February 28	2025 Building Blocks CE
March 3	City Council Meeting
March 17	City Council Meeting
March 19	Special Planning Commission Meeting
March 20	Park Committee Meeting
March 26	Planning Commission Meeting
April 7	City Council Meeting
April 8	Board of Appeal and Equalization Meeting 3:00 p.m.
April 14	Special Election for Sunday Liquor Sales

**Burning Permits are available at City Hall or online at
www.dnr.state.mn.us.**

WHAT'S HAPPENING NEXT IN BALDWIN

BUILDING BLOCKS CONTINUING EDUCATION

Remember the City's website at <https://baldwinmn.gov/>
is a good resource for information regarding the City of
Baldwin. If you have further questions or don't find the
information you're looking for, call City Hall at

763-389-8931.

IT'S OFFICIAL!

Baldwin Township is now, legally, the City of Baldwin. The planning and implementation of this result has taken over 20 years.

On March 7 and 8, 2024, an evidentiary hearing and public comments of the Petition for the Incorporation of Baldwin Township came before Administrative Law judge Jessica A. Palmer-Denig and a decision was made. On April 19, 2024, the record was officially closed upon receipt of the final filings in the matter of Baldwin Township becoming the City of Baldwin.

As a township, the governing factor was determined by a Town Board of Supervisors comprised of a Chairperson and 4 board members. To operate as a city, a Mayor and 4 Councilmembers needed to be elected. On Tuesday, November 5, 2024, the General election was held and included candidates running for Mayor and Baldwin City Council.

Jay Swanson was elected Mayor, Jeff Holm (City Council Member-Seat A) and Tom Rush (City Council Member-Seat D) were elected for two-year terms. Alan Walker (City Council Member-Seat C) and Scott Case (City Council Member-Seat B) were elected for four-year terms after a recount was completed on November 20, 2024.

On Monday, November 18, 2024, the first official meeting of the City of Baldwin occurred. After being sworn in, Mayor, Jay Swanson and City Council members Tom Rush and Jeff Holm officiated over the meeting. Since there was a quorum of the Council, business could be conducted.

Scott Case and Alan Walker were sworn in at the December 2, 2024 City Council meeting. Meeting topics included the budget for 2025, a Fire Department new hire, as well as numerous other agenda items that Baldwin as a City needs to handle opposed to relying on the County. After every meeting, the meeting minutes from the prior meetings are reviewed and approved for publication. Then the minutes are published on Baldwin's website at <https://baldwinmn.gov/>.

Congratulations residents of the City of Baldwin! It will be exciting to see what's next!



From left to right:

Scott Case (Council Seat B), Tom Rush (Council Seat D), Jay Swanson (Mayor Seat E), Alan Walker (Council Seat C), and Jeff Holm (Council Seat A)

From left to right:

Brad Schumacher (Sherburne County Commissioner), Jeff Holm (Council Seat A), Scott Case (Council Seat B), Jay Swanson (Mayor Seat E), Tom Rush (Council Seat D), Alan Walker (Council Seat C), and Bryan Lawrence (MN State Representative)



CITY OF BALDWIN
SNOWPLOW AND ICE CONTROL OPERATIONS

Snow removal and/or ice control operations will begin under the direction of the City Council and/or designated representative. Operations will begin when **two or more inches** of snow have fallen. It is the intent of the City to complete plowing, widening, and sanding operations within 48 hours of the time the snowfall ceases, but such operations typically will not remove all snow or ice from the roads. Residents are reminded to use caution while driving, as the legal speed limit may not be safe or reasonable during winter weather conditions. Snow and ice removal operations may be suspended during periods of limited or zero visibility and when weather conditions make snow and ice control operations unusually dangerous for the snow plow operators.

ICE CONTROL AND SALT/SAND APPLICATION

<u>First Priority</u>	Priority routes, high volume intersections, hills and curves
<u>Second Priority</u>	Stop intersections, moderate volume intersections
<u>Third Priority</u>	Residential intersections

PROPERTY DAMAGE: The City will not be responsible for any of the following damage occurring during the normal course of snow removal from City roads: 1) mailboxes or fences damaged by thrown snow or from improperly placed mailboxes per Postmaster policy; and 2) damage to landscaping or objects within the City road right-of-way.

RESPONSIBILITY OF RESIDENTS: Responsibilities include clearing their own driveways, clearing areas for trash cans, clearing around mailboxes and newspaper delivery tubes. These areas should be cleared without depositing any snow into the street. There also must not be any large piles, which obstruct vision of driveways. Trash cans must not be placed on the street surfaces. The City will not clear private drives. **Parking of vehicles or other objects on City roads from November 1st through April 30th is prohibited. Any illegally parked vehicles may be towed to an impound lot at the car owner's expense.**

Residents are reminded that it is against the law to plow snow from your driveway across a public road as this creates a hazardous situation for the public using the roads. Property owners who plow snow into the right of way will be billed for the cost of the City removing this snow.

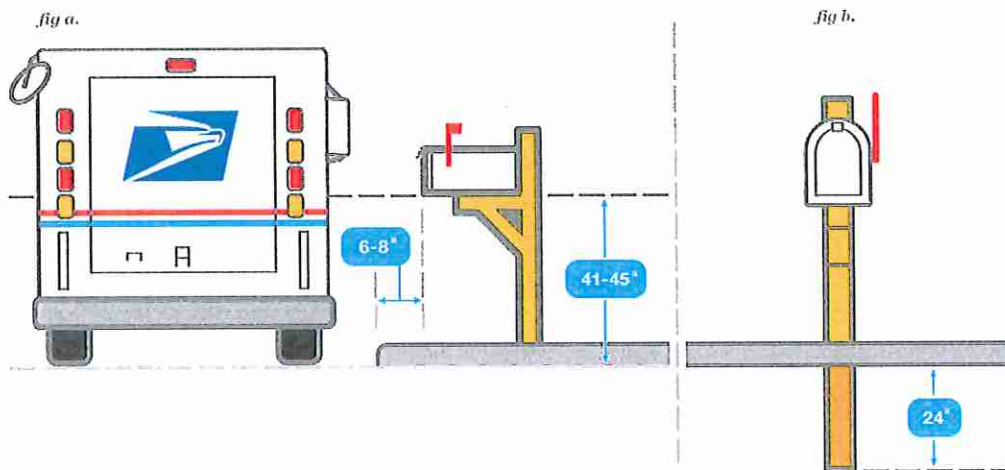
Baldwin City Council

MAILBOXES

The City of Baldwin will not be responsible for any damage or replacement of mailboxes that are improperly placed during the normal course of snow removal.

All mailboxes must meet Postmaster Policy. You can find the full policy online at www.usps.com.

- Position your mailbox 41" to 45" from the road surface to the bottom of the mailbox or point of mail entry.
- Place your mailbox 6" to 8" back from the curb. If you do not have a raised curb, contact your local postmaster for guidance.
- Put your house or apartment number on the mailbox.
- The best mailbox supports are stable and bend or fall away if a car hits them.
- It is recommended that residents have a swing-away mailbox. The post and hardware can be purchased at City Hall.



Sherburne County Parks and Trails Advisory Committee Representative

City of Baldwin resident Dean Kleinhans is your Sherburne County Parks and Trails Advisory Committee representative. This committee was formed in 2024 to receive comments, concerns, and questions about our County parks and recreation spaces. The committee meets monthly and takes community input on park development and usage activities. It then forms recommendations for actions to be taken by County Board Commissioners. Dean will serve in this role through 2026, along with six other committee members representing each of the County's five legislative districts, plus two at-large committee members. Baldwin is part of County Commissioner Brad Schumacher's district which includes Zimmerman and Livonia.

Any questions about County parks as they continue to develop and the Great Northern Regional Trail which will come through Baldwin along County Rd. 45, can be directed to Dean at 612-716-0282.

TEXTMYGOV

TextMyGov

The City of Baldwin has launched ! This convenient and smart text messaging service provides the City of Baldwin's residents with important information and updates such as road closures, elections, and other relevant matters. You may sign up by texting **BALDWIN** to **91896**. After texting here is what you can expect:

- After the initial keyword is sent, you will receive a confirmation message asking you to reply YES to verify opt-in.
- You may receive multiple text messages a month.
- You can text STOP anytime to remove yourself from the notification list.

This feature is being used by various governmental entities across the country with great success and is something the City of Baldwin is providing its residents to help keep them informed of important information.

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

If you have questions or need help regarding TEXTMYGOV, or are looking for information regarding meetings, the City calendar, or events, please visit the City's website at <https://baldwinmn.gov/> or call City Hall at 763-389-8931.

Sign up to receive text alerts!

Sign-up by texting,

BALDWIN

to: **91896**



Scan to Start Texting ↗

Local Board of Appeal and Equalization

CITY OF BALDWIN IMPORTANT INFORMATION REGARDING PROPERTY ASSESSMENTS THIS MAY AFFECT YOUR 2025 TAXES.

The Board of Appeal and Equalization for the City of Baldwin will meet on April 8th, 2025 at 3:00 p.m. at Baldwin City Hall, 30239 128th Street NW, Baldwin, MN. The purpose of this meeting is to determine whether property in the jurisdiction has been properly valued and classified by the assessor.

If you believe the value or classification of your property is incorrect, please contact the City of Baldwin's Assessor, Jake Stenzel, at 763-308-5049 or email Jake at assessorjake@gmail.com to discuss your concerns. If you disagree with the valuation or classification after discussion with Jake Stenzel, you may appear before the Local Board of Appeal and Equalization. The Board will review your assessments and may make corrections as needed. Generally, you must appeal to the local board before appealing to the County Board of Appeal and Equalization.

Joan Heinen
City of Baldwin Clerk/Treasurer

2025 Building Blocks Continuing Education

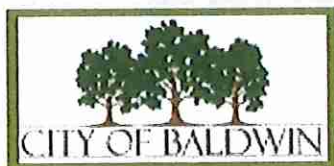


This course is approved by the Minnesota Department of Labor and Industry for 7 hours CE for Building Officials, Residential Building Contractors and Remodelers who have a qualifying license number.



2025 BUILDING BLOCKS CONTINUING EDUCATION SERIES: DECKS, PORCHES AND ACCESSORY STRUCTURES

Presented by The City of Baldwin
and Rum River Consultants



www.rumrivercc.com

LIMITED Seats Available (30 seats)
Spots will be filled on a first come, first served basis. Don't wait - reserve your spot today!

DATE: February 28, 2025
TIME: 8:00am - 4:00 pm
LOCATION: City of Baldwin Fire Station
30239 128th St NW, Baldwin MN
COST: \$150.00
REGISTRATION:
<https://www.rumrivercc.com/continuing-education>
PHONE: 763.331.7722

INTRO and WELCOME

- MN rules, 1300 code changes
- Administration

BUSINESS MANAGEMENT (1hr)

- Contractor responsibility for permits, inspections and documentation

DECKS, PORCHES, ACCESSORY BUILDINGS and MORE

- When is engineering needed
- Slab on grade
- Post frame
- Narrow wall bracing

ENERGY CODE (1 hr)

- Energy Certificates of Compliance
- Online tools
- REScheck

**2025
BUILDING
BLOCKS**

Our Teaching Staff (varies depending on location)

- Adam Barthel
- Roger Axel
- Andy Schreder
- Brant Schreder
- Nick Gilliland
- Barry Brainard

Knox Box for Residential and Commercial Properties

The Knox Box provides first responders with quick and secure access when responding to community members homes during an emergency situation. It significantly reduces the need for forced entry and the resulting damage repairs. The Knox Box holds one key, has wall mount or door hanging mounting options, and is weather-resistant.

Benefits of using a Knox Box:

- Provides firefighters with residential rapid access
- Minimizes the need for costly property repairs due to forced entry
- Resecuring the residence is simple and quick
- One time purchase that requires no monthly monitoring fees
- Reduces the risk of injury to first responders

Baldwin Fire is excited to announce Knox Box options for our residents. For more information, visit <https://baldwinmn.gov/fire-department/> and choose Knox Box in the drop down menu of the page.



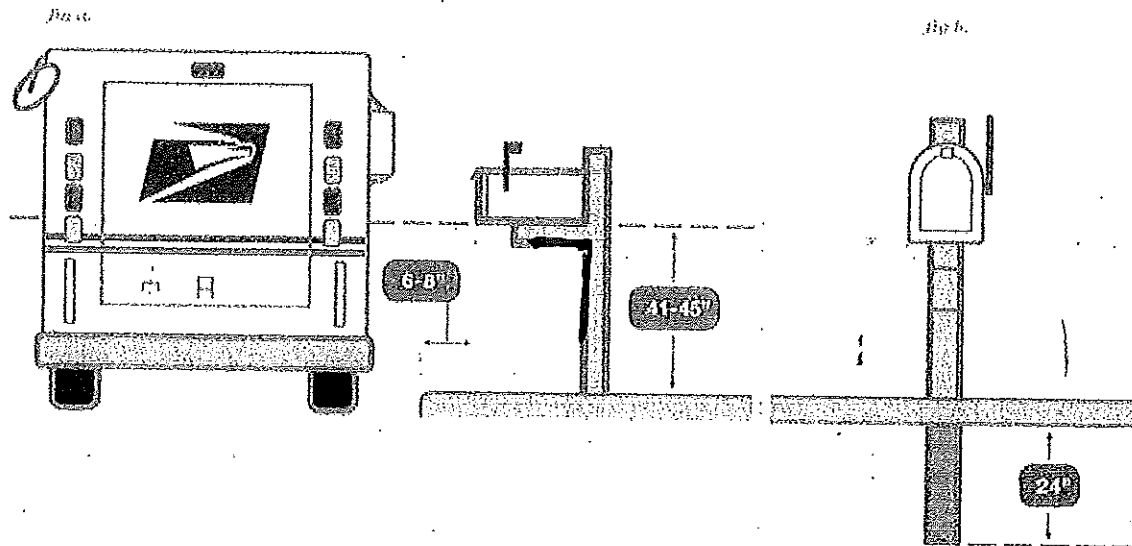
THE KNOX COMPANY
RAPID ENTRY SYSTEMS

DATE	NAME	ADDRESS	PID	PHONE NUMBER	ACTION TAKEN	RECOMMENDATION FROM PW
12/19/2024	Wayne Williams	30840 138TH CT NW	01-00508-0134	763-634-9264	PW fixed - board on back of mailboxes - See Photos	Does not meet USPS Specs
12/19/2024	Keith Stormoen	30848 117th St NW	01-00010-3300	612-987-4499	PW No repairs - fully functional - See Photos	Does not meet USPS Specs - 33 inch height
12/19/2024	Garrison	30560 139th St	01-00540-0115	763-245-0052	PW no repairs- fully functional	Does not meet USPS Specs - 34 inch height
12/19/2024	Cody Whiteford	13808 306th Ave	01-00540-0215	763-567-3951	resident fixed themselves	
12/19/2024	Karen Nagengast	14256 296th Ave NW	01-00524-0125	612-805-0999	resident fixed themselves	
12/19/2024	Alex/Brittney Tokar	13323 311th Ave	01-00422-0320	763-286-4897 (605-520-6477)	PW Fixed - plastic mailbox screwed back together - See Photos	Does not meet USPS Specs - 33 inches height
12/19/2024	Donald/Connie Anderson	30835 141st Street	01-00508-0120	763-389-2465 (218-820-1333)	PW No repairs - fully functional	Does not meet USPS Specs - 32 inches height
12/19/2024	Sandra Zeroth	31040 133RD ST NW	01-00422-0330	763-923- 8054	Resident replaced themselves	Does not meet USPS Specs- 28 inch height
12/19/2024	Julie Gamec	13844 298th Ave	01-00486-0320	612-735-4033	PW No repairs - fully functional	Does not meet USPS Specs- 32 inch height
12/20/2024	Bill Lindberg	13839 298th Ave NW	01-00486-0445	wlindberg@gmail.com	PW replaced box with one of ours (City owned box)	City Owned Box
12/20/2024	Chad Miller	31009 133rd Street	01-00422-0170	763-286-2363	Resident fixed themselves - See Photos	Does not meet USPS Specs - 37 inch height
12/20/2024	Jeremy Nelson	30826 138th Court NW	01-00508-0132	763-238-1286	PW fixed - twisted back into place added screws - See Photos	Does not meet USPS Specs
12/20/2024	Gene/Kim Ablard	11748 300th Ave NW	01-00022-2204	763-360-1366 (763-350-0731)	resident fixed themselves	Does not meet USPS Specs - 30 inch height
12/20/2024	Howard Vaillancourt	13308 309th Ave	01-00422-0340	763-389-3627	PW Fixed - bent back into place - See Photos	Does not meet UPS Specs - 34 inch height
12/20/2024	Cathy Anderson	31103 133rd St	01-00422-0160	612-390-0593	Resident fixed themselves	Does not meet USPS Specs - 31 inch height
12/23/2024	Nick Wacshcmuth	31086 98th St NW	01-00551-0135	763-248-3102	Resident fixed themselves - fully functional	Does not meet USPS Specs
12/23/2024	Chad Wright	29828 137th Street NW	01-00486-0345	612-251-6921	PW fixed - 2x4 screwed into wood and back into ground	Does not meet USPS Specs- 38 inch height
12/23/2024	Amy Korkemeier	13613 299th Ave NW	01-00486-0405	no number	PW replaced box with one of ours (City owned box)	City Owned Box

backed into of 30848/30846 117th St NW - all 3 mailboxes are sitting straight and fully functional.

ALERT: DUE TO HURRICANE FLORENCE, MANY POST OFFICES IN THE PROJECTED...

Mailbox Guidelines



Installing a New Mailbox

Look for Postmaster General's Seal

Every new mailbox design should be reviewed and receive the Postmaster General's (PMG) seal of approval before it goes to market. If you opt to construct your own mailbox, it must meet the same standards as manufactured boxes, so show the plans to your local postmaster for approval.

Looking for a larger mailbox? Try one of our Next Generation Mailboxes. [Learn More](#)

Placing the Mailbox

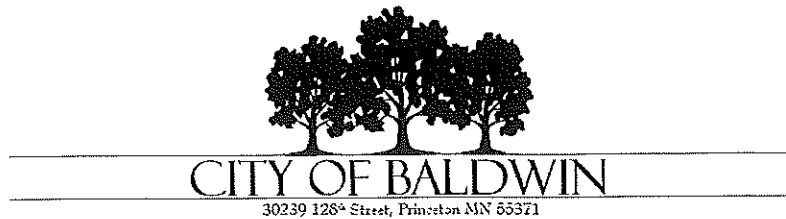
Here are some helpful guidelines to follow when installing your mailbox:

Position your mailbox 41" to 45" from the road surface to the bottom of the mailbox or point of mail entry.

Place your mailbox 6" to 8" back from the curb. If you do not have a raised curb, contact your local postmaster for guidance.

Put your house or apartment number on the mailbox.

If your mailbox is on a different street from your house or apartment, put your full street address on the box.



CITY OF BALDWIN SNOWPLOW AND ICE CONTROL OPERATIONS

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ICE CONTROL AND SALT/SAND APPLICATION

- | | |
|---------------------------|--|
| 1. <u>First Priority</u> | Priority routes, high volume intersections, hills and curves |
| 2. <u>Second Priority</u> | Stop intersections, moderate volume intersections |
| 3. <u>Third Priority</u> | Residential intersections |

PROPERTY DAMAGE: The City will not be responsible for any of the following damage occurring during the normal course of snow removal from City roads: 1) mailboxes or fences damaged by thrown snow or from improperly placed mailboxes per Postmaster policy; and 2) damage to landscaping or objects within the City road right-of-way.

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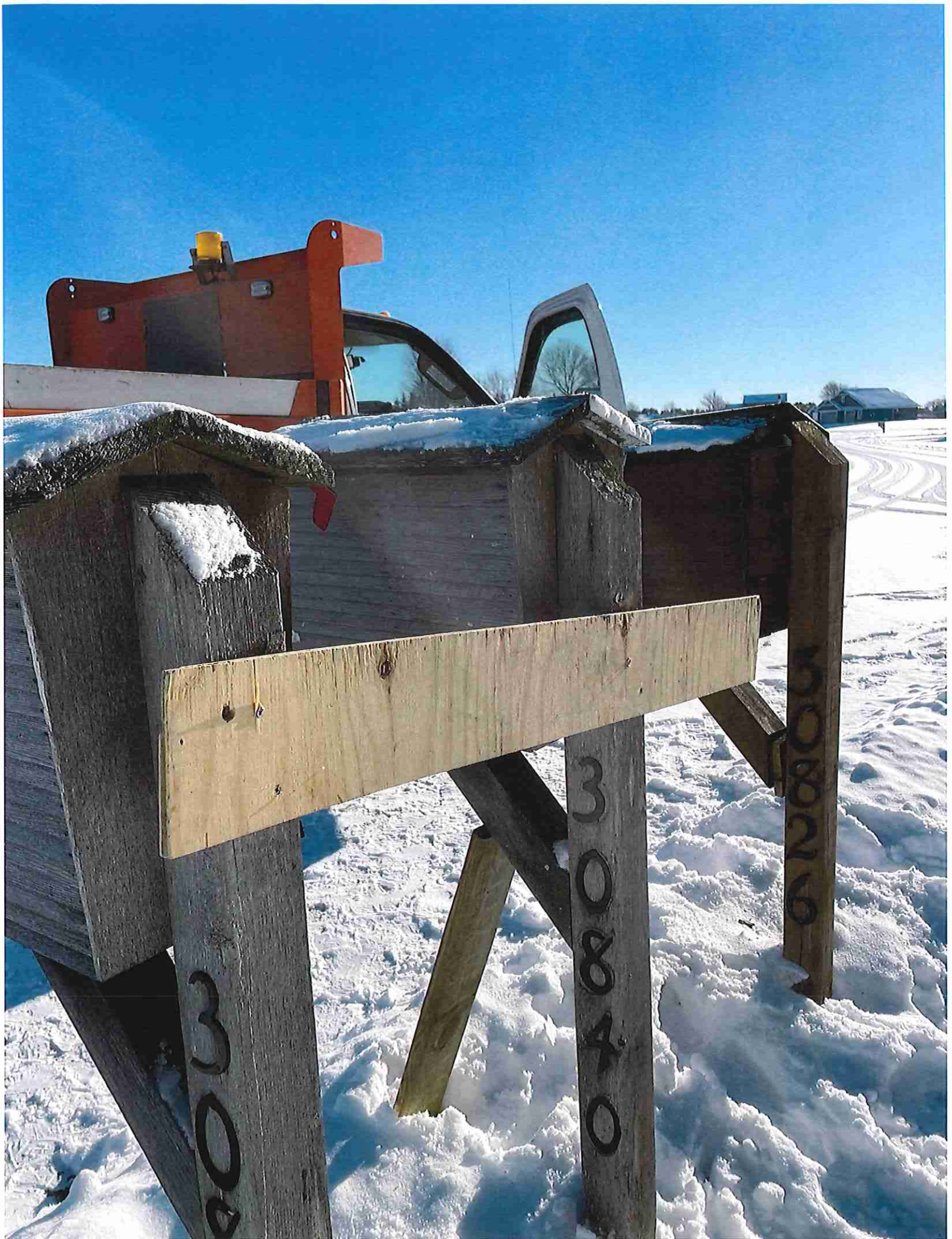
Baldwin City Council
(Revised 2/2/06)
(Revised 12/16/19)
(Revised 12/12/24)



30840 / 30826



30840/30826





30848 / 30846



30848 | 30846





13323

111 AVENUE

1111111111111111

APPROVED
POSTMASTER
36049





13303

13303/13308

Current monthly bills listed in the chart below:

Month:	August 2024	September 2024	October 2024	November 2024
Midco (Internet)	350.81	350.81	350.81	350.81
Century Link (Phone Lines)	399.12	399.12	399.48	400.92
TOTALS:	749.93	749.93	750.29	751.73

Listed price below is a **3 YEAR CONTRACT (36 MONTHS)** through Midco for phones and internet services.

Midco Pro Package with Call Forwarding and new phones: **TOTAL: 536.12 /Month**
Pricing will be locked for the 3 year's (36 months) once contract is signed.

3 new cordless phones for Fire Hall and 2 new cordless phones for City Hall.

Currently not in a contract with CenturyLink and have no cancellation fees.

**CITY OF BALDWIN
SHERBURNE COUNTY
STATE OF MINNESOTA**

ORDINANCE NO

**AN ORDINANCE ESTABLISHING A FOUR-YEAR
TERM FOR THE OFFICE OF MAYOR WITHIN THE CITY OF BALDWIN**

The City Council of the City of Baldwin, Sherburne County, Minnesota, does hereby ordain:

Section 1. Purpose. The purpose of this Ordinance is to change the term of office of the Mayor of the City of Baldwin from a term of two (2) years to a term of four (4) years beginning with the term of office to commence on January 1, 2026, said changes to be in accordance with Minnesota Statutes Section 412.022.

Section 2. Term of Mayor. The Office of Mayor within the City of Baldwin shall be established to be a four (4) year term as authorized by Minnesota Statute Section 412.022 Subd. 1.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law beginning with the term of office for Mayor to commence on January 1, 2026.

Adopted this 6th day of January 2025.

CITY OF BALDWIN

Jay Swanson, Mayor

Joan Heinen, Clerk

Joan Heinen

From: Bob Ruppe <bob@couriruppe.com>
Sent: Wednesday, December 18, 2024 12:21 PM
To: Joan Heinen; Mike Couri
Subject: City of Baldwin; Ordinance to Establish 4 Year Term for Mayor
Attachments: Notice Per MS 415.19.docx; Ordinance re Four Year Term for Mayor.docx

Joan,

As we discussed last night, Minn. Stat. § 412.022 grants the City Council the authority to establish a four-year term for the office of Mayor. For statutory cities, Minn. Stat. § 412.022, the law states a change in the Mayor's term does not affect the term of a mayor elected during the same year as the change, unless the change was made before the filing period closed. Specifically, the law states:

412.022 COUNCIL MAY PROVIDE FOUR-YEAR TERM.

Subdivision 1.Procedure.

The council may, by ordinance, establish a four-year term or reestablish a two-year term for the office of mayor commencing with the ensuing term, except that in a standard plan city which establishes a four-year term for mayor, the first mayor to serve a four-year term shall be elected at the first election when the clerk is not to be elected. In any case the ordinance shall not affect the term of the mayor elected in the year in which it is adopted unless it is adopted at least four weeks before the closing date for the filing of affidavits of candidacy for such election.

I have attached a draft Ordinance Establishing a Four-Year Term for the Office of Mayor for the City Council's consideration at the January 6, 2025 City Council meeting. I have also attached a notice to be posted and placed on the City's website as required by Minn. Stat. § 415.19. If the City has an electronic notification system, it should be sent out to the people who have signed out at least 10 days before the City Council meeting.

Please call with any questions.

Robert T. Ruppe
Couri & Ruppe, P.L.L.P.
P.O. Box 369
705 Central Avenue East
St. Michael, MN 55376
(763) 497-1930 Office
(612) 210-8679 Cell
(763) 497-2599 Fax

2024 Local Weed Inspector Annual Township and City Report

Noxious Weed Control
Required by Minnesota Statutes Section 18.81

INSTRUCTIONS: Please write or print legibly. Upon completion and appropriate signatures, copies should be submitted to the Sherburne County Agriculture Inspector by: **December 27, 2024.**

Ext: JAN. 7TH 2025 - OK per Mitch Glines

Township or City: City of Baldwin	County: Sherburne	Date: 12/4/2024
County Agriculture Inspector (CAI): Mitch Glines	CAI Phone #: 763-765-4466	
Local Weed Inspector (LWI): Please indicate who the Township or City has designated as their Local Weed Inspector with the Person's name, address, phone number, and email address in the space provided below. If the CAI has any questions, this will be the person in the Township or City that is contacted.		
1. Name: ZACHARY GOOD	2. Name:	
Address: 30239 128 TH ST NW	Address:	
Phone #: (763) 286-3394	Phone #:	
Email: MAINTENANCE@BALDWINTWP.MN.COM	Email:	
Noxious Weed Control		Number
Number of noxious weed inspections made in the Township or City this year?		1
Number of landowner contacts made in the Township or City for voluntary compliance or General Weed Notice this year?		0
How many landowners received the formal "Notice #1" Form?		0
Number of contacts made to federal, state or county owned land managers? (i.e. DNR, USFWS, MNDOT)		0
Number of times the City or Township hired or performed the requested control/eradication work and added to the property taxes or issued a citation (under City ordinance) or submitted cost to the county under the state noxious weed law (Townships only):		0
Noxious Weeds that are a concern in your Township or City that are on Minnesota Prohibited Noxious Weed List (Suggestions): ☒ Plumeless Thistle ☐ Canadian Thistle ☐ Wild Parsnip ☐ Leafy spurge ☐ Knotweeds ☐ Knapweeds ☒ Buckthorn ☐ Common tansy ☐ Other:		
Does your City or Township have a local weed ordinance?		YES ☐ NO ☒
Do you publish a notice of weed control? Example: city newspaper, township newsletter		YES ☐ NO ☒
Does your City or Township participate in noxious weed outreach?		YES ☐ NO ☒
What training or outreach would help you as Local Weed Inspectors?		
(Continue to page 2)		

Required by Minnesota Statutes Section 18.81

In accordance with the Americans With Disabilities Act, an alternate form of communication is available upon request.
TTY: 1-800/627-3529 The Minnesota Department of Agriculture is an Equal Opportunity Employer

**CITY OF BALDWIN
SHERBURNE COUNTY
STATE OF MINNESOTA**

VIOLATION ABATEMENT AGREEMENT

THIS AGREEMENT made and entered into this 6th day of January 2025, by and between Jeffry Bengé, hereinafter referred to as "Landowner" and the City of Baldwin, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property with PID No. 01-00409-0325 located at 28943 141st Street NW, Zimmerman, Minnesota 55398, hereinafter called the "Property"; and

WHEREAS, the City Council, as the statutory road authority is responsible for the enforcement of Ordinance No. 100, the City's Right-of-Way Ordinance, hereinafter the "Ordinance". Section 1.03 of the Ordinance prohibits placing obstructions within the road right-of-way that may interfere with the safe use of the road or maintenance of the right-of-way; and

WHEREAS, Landowner is in violation of Section 1.03 of the Ordinance by placing items within the City's road right-of-way including, but not limited to, trailers, docks and other items which all obstructed the road right-of-way of 141st Street NW; and

WHEREAS, the City provided notice to the Landowner as provided by Section 1.21 of the Ordinance regarding the need to abate the violations reference above; and

WHEREAS, the City received communication from the Landowner acknowledging the violations referenced above and requested that the City cease ordinance enforcement activities to allow them time to remove the obstructions from the City's road right-of-way; and

WHEREAS, the Landowner desires to enter into an agreement that will allow the City to abate the above referenced Ordinance violations by removing the trailers, docks and other items from the road right-of-way should Landowner not abate the Ordinance violations by May 15, 2025.

NOW, THEREFORE, in consideration of the foregoing premises, and the following terms and conditions, the parties hereto agree as follows:

1. Landowner agrees that the presence of trailers, docks and other items located within the City's road right-of-way does constitute a violation of the City's Ordinance.
2. Landowner shall have until May 15, 2025 to completely abate the above referenced Ordinance violations by removing the trailers, docks and other items from the road right-of-way.

3. Should the City, in its sole discretion, determine that the Ordinance violations continue to exist within the road right-of-way on or after May 15, 2025, Landowner hereby grants the City, their agents, employees, officers, and contractors the right to enter onto the road right-of-way without notice to perform any and all work deemed appropriate by the City under the terms of this Agreement including, but not limited to, the right to remove the trailers, docks and other items from the road right-of-way in the City's sole discretion that constitute an Ordinance violation. Landowner agrees that all such personal property contained within the road right-of-way may be removed and disposed of by the City in its sole discretion without compensation to the Landowner. The Landowner agrees that any personal property located within the road right-of-way have no monetary value and may be disposed of by the City in the City's sole discretion. Landowner hereby specifically waives any notice requirements contained in Minnesota Statutes.
4. If requested by the City, Landowner shall leave the area while the City or its contractors are abating the Ordinance violations and shall not interfere with the City's implementation of this Agreement.
5. Landowner agrees that the City may special assess any and all unpaid costs incurred by the City in abating the Ordinance violations referenced above pursuant to any applicable Minnesota law. Should the City assess Landowner's Property for the abatement costs at 6% interest per annum.
6. Landowner agrees not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes Chapter 429, Minnesota Statutes Chapter 663, Minnesota Statutes § 366.012 or any other applicable statute to the extent of the costs incurred by the City under the terms of this Agreement.
7. The action or inaction of the City 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 City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
8. Landowner agrees to waive any and all claims whatsoever against the City and its governing City Council, agents, employees, contractors, and representatives as a result of the abatement work performed under this Agreement including but not limited to any claims for a taking under either the state or federal constitutions or under Section 1983 of Title 42 of the U.S. Code. Further, the Landowner shall hold the City, its governing City Council, agents, employees, contractors, and representatives harmless from any and all claims made by Landowner or third parties for damages sustained or costs incurred as a result of the work performed by the City under the terms of this Agreement. The Landowner shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.

9. Landowner shall indemnify and hold harmless City and its agents' and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the existence of the trailers, docks and other items from the road right-of-way provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the said property itself) including the loss of the use resulting there from, and (b) is caused in whole or in part by the items located in the road right-of-way.
10. Third parties shall have no recourse against the City under this Agreement.
11. This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statements, whether oral or written.
12. Should Landowner violate any of the terms of this Agreement, the Landowner shall pay all professional fees incurred by the City as a result of City's efforts to enforce the terms of this Agreement against Landowner. Said fees include attorney's fees and any other professional fees incurred by the City in attempting to enforce the terms of this Agreement.
13. This Agreement can be executed in any number of counterparts each of which, when taken together as a whole, shall constitute a full and complete document.

IN WITNESS WHEREOF, the City and the Landowner have caused this Agreement to be duly executed on the 6th day of January, 2025.

CITY OF BALDWIN

LANDOWNER

Jay Swanson, Mayor

Jeffly Bengel

Joan Heinen, Clerk

Joan Heinen

From: Bob Ruppe <bob@couriruppe.com>
Sent: Wednesday, December 18, 2024 2:28 PM
To: RL2themax@yahoo.com; Joan Heinen
Subject: City of Baldwin; Being ROW Violation; Abatement Agreement
Attachments: Violation Abatement Agreement (Benge).doc

Dear Mr. Benge,

This office represents the City of Baldwin. As we discussed at the City Council meeting, attached please find a draft Violation Abatement Agreement for your review. If this Agreement meets with your approval, please sign and return this Agreement to City Hall. I will then arrange for the City to approve and sign this Agreement at its January 6, 2025 City Council meeting.

If you have any questions regarding the Agreement, please call my cell at (612) 210-8679 as I will be out of office starting tomorrow and not returning until January 6, 2025.

Robert T. Ruppe
Couri & Ruppe, P.L.L.P.
P.O. Box 369
705 Central Avenue East
St. Michael, MN 55376
(763) 497-1930 Office
(612) 210-8679 Cell
(763) 497-2599 Fax

December 16, 2024

Mr. Bruce Messelt
Sherburne County Administrator
Sherburne County Government Center
13880 Business Center Drive NW, Suite 100
Elk River, MN 55330-4668

Dear Mr. Messelt:

Region 7W Transportation Policy Board (TPB) is requesting Sherburne County's assistance in filling the following vacancy on the TPB:

- Municipal Representative created by City of Zimmerman Mayor Nick Stay's decision to not seek re-election.

About the TPB Organization

The TPB was officially organized in January 2000 by joint powers agreement duly executed by the county boards of Sherburne, Sherburne, Stearns and Wright Counties. The TPB is charged with addressing regionally significant transportation issues and recommending investment priorities seeking federal transportation funding within the four-county Region 7W area outside the 20-year planning area of the St. Cloud Area Planning Organization (APO).

The TPB consists of ten local elected officials. Membership includes one county commissioner and one elected municipal representative from each county. Counties with three or more cities over 5,000 population outside the St. Cloud APO's planning area are entitled to two municipal representatives.

Who is on the TPB?

Membership on the TPB shall run concurrently with each appointed member's term as an elected official or until the selection of a qualified replacement by the county board. Municipal members may be either a mayor or city councilperson. Members typically meet three to four times per year. The TPB is supported by a 20-member regional transportation advisory committee. This advisory committee consists of county and city highway officials, public transit providers and Minnesota Department of Transportation (MnDOT) District 3 staff. Additional information on the Region 7W TPB can be found at the following website: <http://www.dot.state.mn.us/d3/region7w/index.html>.

Filling of the Vacancies

To fill Mr. Stay's vacancy, please appoint a mayor or councilperson from one of the cities within Sherburne County. This individual should represent a city outside of the St. Cloud APO's planning area.

Mr. Bruce Messelt
Sherburne County Administrator
Page 2
December 16, 2024

The next TPB meeting will be held in February, 2025, from 9:30 a.m. to 12 Noon. A meeting date will be determined in January. The meetings are usually held at the MnDOT offices at 3725-12th Street North in St. Cloud. We would appreciate if your county board could make its county board and municipal representative appointments before this date to ensure your county's full representation at the meeting.

Please feel free to contact me at (218) 828-5779 should you have any questions regarding membership or role of the TPB.

Sincerely,



Steven J. Voss
District Planning Director

mln

cc: Andrew Witter, Region 7W TAC Member and Sherburne County Public Works Director

Joan Heinen

From: Bruce Messelt <Bruce.Messelt@co.sherburne.mn.us>
Sent: Monday, December 30, 2024 9:51 AM
To: Joan Heinen
Subject: MNDOT Region 7W Transpo Policy Board Vacancy
Attachments: Region 7W TPB Vacancy - 16 DEC 2024.pdf

Hi Joan – Sharing the attached with you as Zimmerman Mayor Nick Stay's departure is creating a vacancy on the MNDOT Region 7W Transpo Policy Board.

We are looking for a municipal official to represent us on the TPB (along with our other municipal Rep - Elk River Mayor Dietz).

Wondering if you thought there was any potential interest from a Baldwin elected official?

I am looking to get a recommendation to the County Board in mid-January.

Thanks for letting me know your thoughts.

Bruce



Bruce Messelt
Administrator

13880 Business Center Drive NW
Elk River MN 55330-1692

(O): (763)765-3006

(C): (651) 600-0120

(F): (763)765-3002

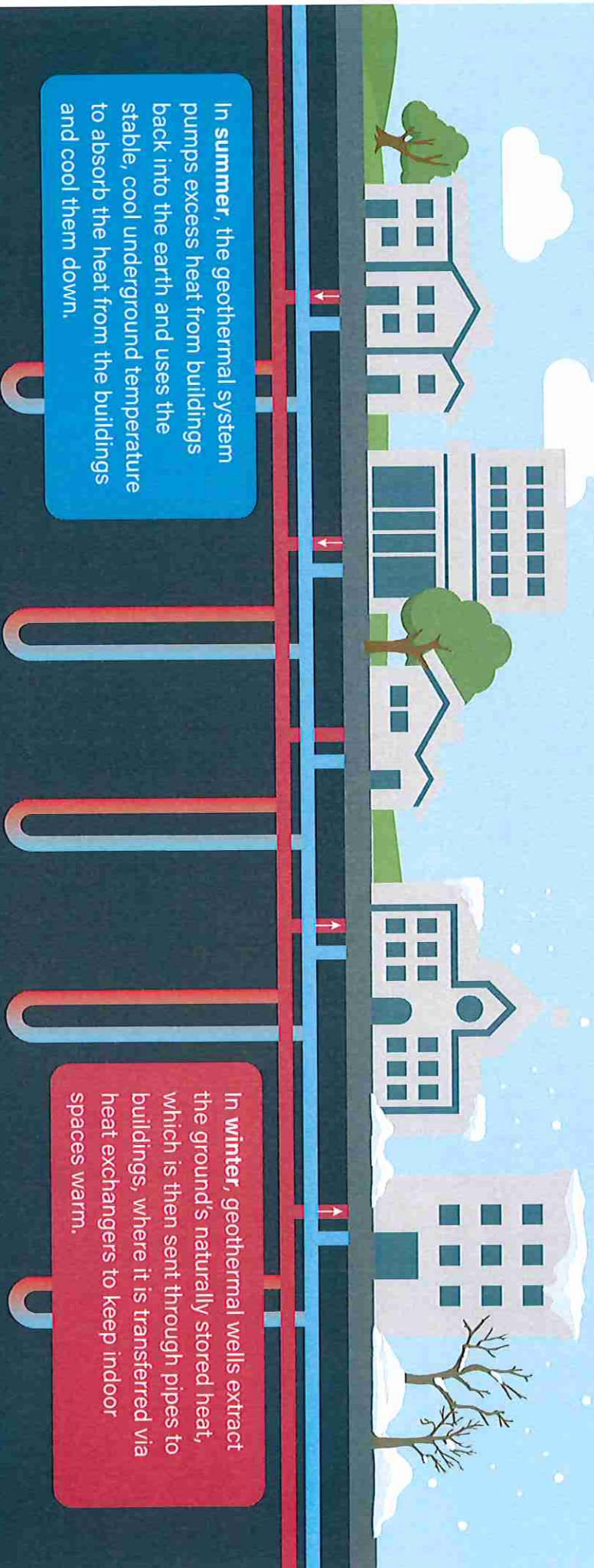
www.co.sherburne.mn.us

www.facebook.com/SherburneCountyMN

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

Networked geothermal energy

A geothermal system uses a network of wells, water pipes and pumps to provide heating and cooling to residential, commercial and community buildings. By connecting multiple sites, it can help provide a stable and efficient energy supply while reducing greenhouse gas emissions.



In **summer**, the geothermal system pumps excess heat from buildings back into the earth and uses the stable, cool underground temperature to absorb the heat from the buildings and cool them down.

In **winter**, geothermal wells extract the ground's naturally stored heat, which is then sent through pipes to buildings, where it is transferred via heat exchangers to keep indoor spaces warm.

The earth has a constant temperature of ~55F degrees all year round.

Joan Heinen

From: Goetz, Joshua M <joshua.goetz@centerpointenergy.com>
Sent: Thursday, December 26, 2024 10:55 AM
To: Joan Heinen
Subject: RE: [External Email] RE: Response Respectfully Requested by Jan. 24 – Potential Collaboration with CenterPoint Energy on New Networked Geothermal System Pilot

Hi Joan,

Thank you for your response.

The main principle of a net-geo system is that it exchanges heat between the ground and the system's users. When you drill deep underground (approx. 300 to 500 feet) the ground itself is a fairly constant temperature of 55 degrees F. By drilling a series of bore holes to this depth and placing heat exchangers inside, we can take heat from the ground and transport it to our customers' homes and businesses using water pipes.

This works to both heat and cool these buildings. In the winter, heat is taken from the ground and transported to our customers and in the summer, heat is extracted from our customers homes and transported back to the ground.

The network part of this system comes from the idea that all of the customers would be attached to one large network of pipes rather than installing individual units at each building.

The benefit of this network set-up is that buildings can also exchange heat between each other. If a building like a hockey rink or a data center is constantly cooling and expelling waste heat, that energy that otherwise would've been lost to the air can instead help heat other customers' buildings.

There's a utility in Massachusetts called Eversource that is currently operating a pilot of this kind. Definitely check out their site for more info on how systems like this are built and operated.

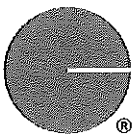
<https://www.eversource.com/content/residential/save-money-energy/clean-energy-options/geothermal-energy/geothermal-pilot-framingham>

They also have a great video demonstrating the principles of net-geo.

<https://www.youtube.com/watch?v=Hu3lOLfgMiM&t=100s>

Let me know if you have any other questions.

Thank you!



Josh Goetz (he/him/his)

Senior Project Manager, Decarbonization Projects

CenterPoint Energy | Minnesota Gas

612.321.4473 w | 612-322-2743 c

[CenterPointEnergy.com](https://www.CenterPointEnergy.com)

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

Sent: Thursday, December 19, 2024 4:02 PM

To: Goetz, Joshua M <joshua.goetz@centerpointenergy.com>

Subject: [External Email] RE: Response Respectfully Requested by Jan. 24 – Potential Collaboration with CenterPoint Energy on New Networked Geothermal System Pilot

You don't often get email from town.clerk@baldwintwpmn.com. [Learn why this is important](#)

EXTERNAL EMAIL

CAUTION: This message originated from outside CenterPoint Energy. Do not click on links, open attachments, or enter data unless you recognize the sender, were expecting the content and know it to be safe.

Hi Joshua,
Please send me additional information on what net-geo actually is.
Thank you.

Joan Heinen
City of Baldwin
Clerk/Treasurer
30239 – 128th Street NW
Baldwin, MN 55371-3752
Phone: (763) 389-8931
Fax: (763) 389-2751

From: Goetz, Joshua M <joshua.goetz@centerpointenergy.com>

Sent: Thursday, December 19, 2024 3:32 PM

To: Goetz, Joshua M <joshua.goetz@centerpointenergy.com>

Subject: Response Respectfully Requested by Jan. 24 – Potential Collaboration with CenterPoint Energy on New Networked Geothermal System Pilot

Greetings,

CenterPoint Energy received approval from the Minnesota Public Utilities Commission (PUC) to proceed with our first Innovation Plan under the state's Natural Gas Innovation Act. CenterPoint's plan aims to reduce emissions and advance innovation for Minnesota's cleaner energy future. As part of this plan, CenterPoint will develop a **new networked geothermal (net-geo) pilot project** located in a community that we currently serve.

As an initial step, CenterPoint is issuing this **Request for Information (RFI)** to communities we serve to gauge your interest in collaborating with us to develop this net-geo pilot. **Your community has been identified as a potentially interested party, and we want to establish a line of communication with you for this pilot.**

How does a networked geothermal system work?

Using the relatively constant temperature of the earth, this new networked geothermal pilot will provide heating and cooling for multiple buildings in a system connected by underground water pipes and electric heat pumps. This system will pull warmth into buildings in colder temperatures and provide cooling by pumping heat into the ground during warmer weather. Through this pilot, CenterPoint seeks to gain operational experience with networked geothermal and

better understand how this technology can aid decarbonization efforts in a cold climate while maintaining safe, reliable energy service for our customers.

Next Steps

If your community is interested in engaging with us on this project, please fill out the CenterPoint Energy Net-Geo Interest Form at this link <https://forms.office.com/r/QEjUS9w68Y> by Jan. 24, 2025. The form also provides instructions for suggesting a high-level pilot site idea, though this is entirely optional, and CenterPoint will provide more opportunities for suggesting sites (Note: No preferential treatment will be given to respondents that suggest site ideas).

An ideal location would include a mix of building and customer types such as residential, commercial and community facilities to maximize the efficiency of the net-geo systems as well as our understanding of potential future applications in Minnesota.

We welcome suggestions for additional local government units who may have interest in responding to this RFI. If you have someone in mind who may be interested, please forward this email and copy Joshua.goetz@centerpointenergy.com.

Respondents can expect a follow-up from CenterPoint within a few weeks of submitting their responses.

Deadline for RFI Responses

Friday, January 24, 2025 at 5:00 PM Central Time.

Response Confidentiality

Responses, including online submissions and email correspondence, will potentially be made public by CenterPoint through its Innovation Plan's annual reporting as required by the Minnesota Public Utilities Commission.

Questions?

Please reach out to Joshua.goetz@centerpointenergy.com.

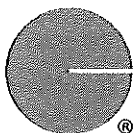
We are excited to work with communities like yours to develop this pilot project and learn more about how networked geothermal energy can reduce emissions and serve our communities in Minnesota.

Thank you,

Josh Goetz

Disclaimer

This RFI is issued solely for information and planning purposes and does not constitute a binding agreement between CenterPoint Energy and any responding parties. Responding to this RFI does not commit the responding party to collaborating with CenterPoint Energy on this pilot, nor does it guarantee that CenterPoint Energy will build this pilot in your community. Responding to this form indicates to CenterPoint that your community is interested in having a conversation about collaborating on this pilot.



Josh Goetz (he/him/his)
Senior Project Manager, Decarbonization Projects

CenterPoint Energy | Minnesota Gas