



**AGENDA FOR FEBRUARY 3RD, 2025
BALDWIN CITY COUNCIL REGULAR MEETING
7:00 p.m.
(Revised 01/30/2025)**

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:

Sheriff's Office Annual Report Presentation:

Public Comment Requests:

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

- Approve Claims List
- Approve City Council Meeting Minutes for January 27th, 2025
- Approve Updated Claim Forms
- Approve Firefighter Resignation for Brandon Wren

Fire Department Report:

- a. Discuss/Approve/Disapprove Replacing Sign at Fire Department
- b. Discuss/Approve/Disapprove Ariel Apparatus
- c. Discuss Fire Department infrastructure
- d. Discuss/Approve/Disapprove Fire Department Staffing

Planning Items:

- a. Discuss Code Enforcements
- b. Discuss/Approve/Disapprove Ordinance 2025-05, Amendment of Ordinance 100 and Ordinance 920 Addressing Plumbing Permit Administration, Plan Review, Inspections and Fees
- c. Discuss/Approve/Disapprove Resolution 25-02 Minnesota Department of Labor and Industry Plumbing Plan Review Agreement

Park Committee Report – Tom Rush

Cemetery Update – Tom Rush

- a. Discuss Cemetery Process

Tabled Items:

- a. Schedule Meeting with Frontier Trails Residents on RFP – Tom Rush
- b. Discuss Speed Bumps – Tom Rush
- c. Discuss/Approve/Disapprove 2024 Freightliner Plow Truck Change Orders – Tom Rush
- d. Discuss/Approve/Disapprove Streaming City Council Meetings – Scott Case
- e. Discuss/Approve/Disapprove Audio Equipment – Scott Case
- f. Discuss/Approve/Disapprove Applicant for Sign Machine – Alan Walker
- g. Discuss/Approve/Disapprove 136th Street Road Agreement – Jay Swanson
- h. Discuss/Approve/Disapprove Ordinance 2025-03 Regulating City Public Right-Of-Way – Tom Rush
- i. Discuss/Approve/Disapprove Ordinance 2025-04 Cannabis Joint Powers Agreement Jay Swanson
- j. Discuss Yearly Goals for 2025 – Jay Swanson

New Business:

- a. Discuss Groundwater at PID# 01-00405-0040 – Tom Rush

2024 Board of Audit

Announcements:

- a. Clerk at Ehler's Seminar Thursday, February 6th and Friday, February 7th, 2025
- b. City Hall Closed Monday, February 17th, 2025 in Observance of President's Day
- c. Special Planning Commission Meeting, Wednesday, February 19th, 2025 at 7:00 p.m.
- d. Benefit for Retired Baldwin Firefighter, Mike Brinwall, Sunday, February 16th from 12:00 p.m. – 4:00 p.m. at Zimmerman Community Center. (Fire Station)
- e. Park Committee Meeting Thursday, February 20th, 2025 at 7:00 p.m.
- f. Next City Council Meeting Monday, February 24th, 2025 at 7:00 p.m.
- g. 2025 Building Blocks Continuing Education Presented by Rum River Consultants Friday, February 28th from 8:00 a.m. to 4:00 p.m. at Baldwin Fire Station (See Baldwinmn.gov for more information)

Any Other Business:

Adjourn:

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.

CITY OF BALDWIN

*Cash Balances

Cash Account: 10100

February 2025

Fund	Begin February 2025	Receipts	Disbursements	Transfers		JE Payroll	Balance No		Investments	Balance
				Rec/Disb	Journal Entries		Investments			
10100 - Bremer										
101 - General Fund	(\$761,546.20)		(\$23,646.41)	\$0.00	\$0.00	\$296.62	(\$784,895.99)		\$0.00	(\$784,895.99)
225 - Cemetery Fund	\$14,808.88			\$0.00	\$0.00		\$14,808.88		\$0.00	\$14,808.88
250 - Fire Fund	\$40,044.10		(\$37,921.80)	\$0.00	\$0.00	(\$2,153.00)	(\$30.70)		\$0.00	(\$30.70)
301 - G.O. 2017A	\$735,034.87			\$0.00	\$0.00		\$735,034.87		\$0.00	\$735,034.87
302 - G.O. 2024A	(\$16,976.36)			\$0.00	\$0.00		(\$16,976.36)		\$0.00	(\$16,976.36)
401 - Capital Project Fund	\$150,013.56			\$0.00	\$0.00		\$150,013.56		\$0.00	\$150,013.56
402 - Fire Service	\$61,263.62		(\$11,826.75)	\$0.00	\$0.00		\$49,436.87		\$0.00	\$49,436.87
403 - Fire Infrastructure Fund	\$198,667.12			\$0.00	\$0.00		\$198,667.12		\$0.00	\$198,667.12
404 - Parks Capital Fund	\$84,289.48			\$0.00	\$0.00		\$84,289.48		\$0.00	\$84,289.48
602 - Sewer Fund	\$47,974.63	\$5,266.00	(\$3,644.27)	\$0.00	\$0.00		\$49,596.36		\$0.00	\$49,596.36
801 - Developers Account - Escrow	\$117,551.88			\$0.00	\$0.00		\$117,551.88		\$0.00	\$117,551.88
802 - Baldwin Estates Escrow	\$1,489.61			\$0.00	\$0.00		\$1,489.61		\$0.00	\$1,489.61
803 - Misty Hollow Escrow	\$1,121.79			\$0.00	\$0.00		\$1,121.79		\$0.00	\$1,121.79
804 - Buck Run Escrow	\$15,756.81			\$0.00	\$0.00		\$15,756.81		\$0.00	\$15,756.81
805 - Sumser Farms 1st Addt Escr	\$2,676.41			\$0.00	\$0.00		\$2,676.41		\$0.00	\$2,676.41
MTD Amounts										
Begin	\$692,170.20		Investments	\$0.00	Begin + YTD					
Receipt	\$5,266.00		Petty Cash	\$0.00						
Disbursements	(\$77,039.23)		Savings	\$0.00						
Transfers Rec/Disb	\$0.00		Money Market	\$0.00						
Transfers JE	\$0.00									
JE Payroll	(\$1,856.38)		Balance	\$618,540.59	In Balance					

CITY OF BALDWIN

02/03/25 12:28 PM

Page 1

*Check Summary Register©

Batch: 020325MeetingPayment,PAY20250202.00,PAY20250502.00,PAY20250902.00

	Name	Check Date	Check Amt	
10100	Bremer			
28318	Marshall, Richard	2/3/2025	\$46.17	
28319	Mattson, Clarence	2/3/2025	\$46.17	
28320	Miller, Patricia	2/3/2025	\$46.17	
28321	Newman, Sherry	2/3/2025	\$46.17	
28322	Case, Scott F.	2/3/2025	\$1,409.65	
28323	Case, Scott	2/3/2025	\$262.05	
28332	CenterPoint Energy	2/3/2025	\$1,154.14	Gas Utilities
28333	CenturyLink	2/3/2025	\$403.56	Telephone Charges Jan 22 Feb 21
28334	Ehlers	2/3/2025	\$350.00	MN Public Finance Seminar
28335	Elan Financial Services	2/3/2025	\$2,907.05	Credit Card Charges
28336	Hawkins Inc.	2/3/2025	\$2,478.81	Frontier Trails SSD Micro C
28337	Heiman Fire Equipment Inc.	2/3/2025	\$47,307.00	Fire Extrication Equipment
28338	Kirvida Fire	2/3/2025	\$531.98	2002 International Pumper Repair
28339	Office Depot	2/3/2025	\$144.54	Postage
28340	Scott Case	2/3/2025	\$101.00	Fuel for Ladder 1 Truck
28341	Titan Machinery	2/3/2025	\$19,309.23	2002 Case Front End Loader
28342	US Bank	2/3/2025	\$1,096.24	Battery - <i>FPC credit Card</i>
28343	Utility Consultants Inc	2/3/2025	\$515.46	Frontier Trails SSD Testing
28344	Vanderpoel Disposal	2/3/2025	\$90.22	Garbage and Recycling
28345	Wastewater Services Inc.	2/3/2025	\$650.00	Frontier Trails SSD
	Total Checks		\$78,895.61	

CITY OF BALDWIN

02/03/25 12:32 PM

Page 1

***Check Summary Register©**

Batch: FDPAY/RUSH,FDPAYRUSHPOOLFILL,MNDCP012025Sullivan,RUSHJAN2025

	Name	Check Date	Check Amt	
10100	Bremer			
10e	MNDCP	1/28/2025	\$652.46	Sullivan Jan 2025 Payroll
11e	Minnesota Dept of Revenue	1/28/2025	\$785.62	JAN 2025 FD PAYROLL AND RUSH
12e	EFTPS	1/28/2025	\$8,151.34	JAN 2025 FD PAYROLL RUSH AND FRINK
13e	Pera	1/28/2025	\$40.00	RUSH JAN 2025 PERA
	Total Checks		\$9,629.42	



Sherburne County Sheriff
13880 Business Center Dr
Elk River MN 55330
Ph: (763) 765-3500

CAD Summary Report - CITY OF BALDWIN JANUARY 2025

Sherburne County Sheriff

	01/25	Total
90600 THEFT	4	4
91600 DISTURBING THE PEACE	1	1
91650 HARASSMENT	2	2
91800 PROPERTY DAMAGE	1	1
9201 DAR/DAS/DAC	5	5
92200 CRIMES AGAINST ADMIN JUS	1	1
9302 ANIMAL LOST	1	1
9303 PROPERTY LOST	1	1
9312 ANIMAL FOUND	1	1
9440 ACCIDENT-MV-PROPERTY DAM	4	4
9462 ACCIDENT-VEHICLE VS ANIMA	6	6
9562 DOG COMPLAINT	2	2
9604 FIRE-GRASS	1	1
9611 GAS LEAK/SMELL	1	1
9720 DEATH	2	2
9730 MEDICAL	25	25
9740 MENTAL CASE	3	3
9800 MISCELLANEOUS PUBLIC	2	2
9802 PUBLIC ASSIST	2	2
9803 AGENCY ASSIST	3	3
9804 ALARM-SECURITY	2	2
9805 CIVIL COMPLAINT	5	5
9807 TRAFFIC STOP	58	58
9808 TRAFFIC COMPLAINT	2	2
9810 GARBAGE/LITTERING	2	2
9811 SUSPICIOUS PERSON	1	1
9812 SUSPICIOUS VEHICLE	2	2
9813 JUVENILE COMPLAINT	1	1
9817 SECURITY CHECK	28	28
9818 EXTRA PATROL	11	11
9823 CHECK THE WELFARE	5	5
9827 SHOOTING COMPLAINT	1	1
9850 PAPER SERVICE	9	9
9853 SUSPICIOUS ACTIVITY	3	3
9900 MISCELLANEOUS OFFICER	2	2
9937 911 HANG UP	1	1



Sherburne County Sheriff
13880 Business Center Dr
Elk River MN 55330
Ph: (763) 765-3500

CAD Summary Report - BALDWIN TOWNSHIP JANUARY 2025

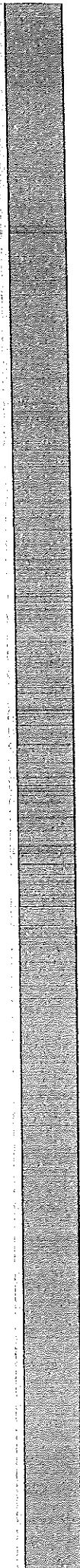
M5350 JUVENILE RUNAWAY	1	1
Park Patrol	4	4
VEHICLE LOCKOUT	3	3
Vehicle Off Road	1	1
Total	210	210

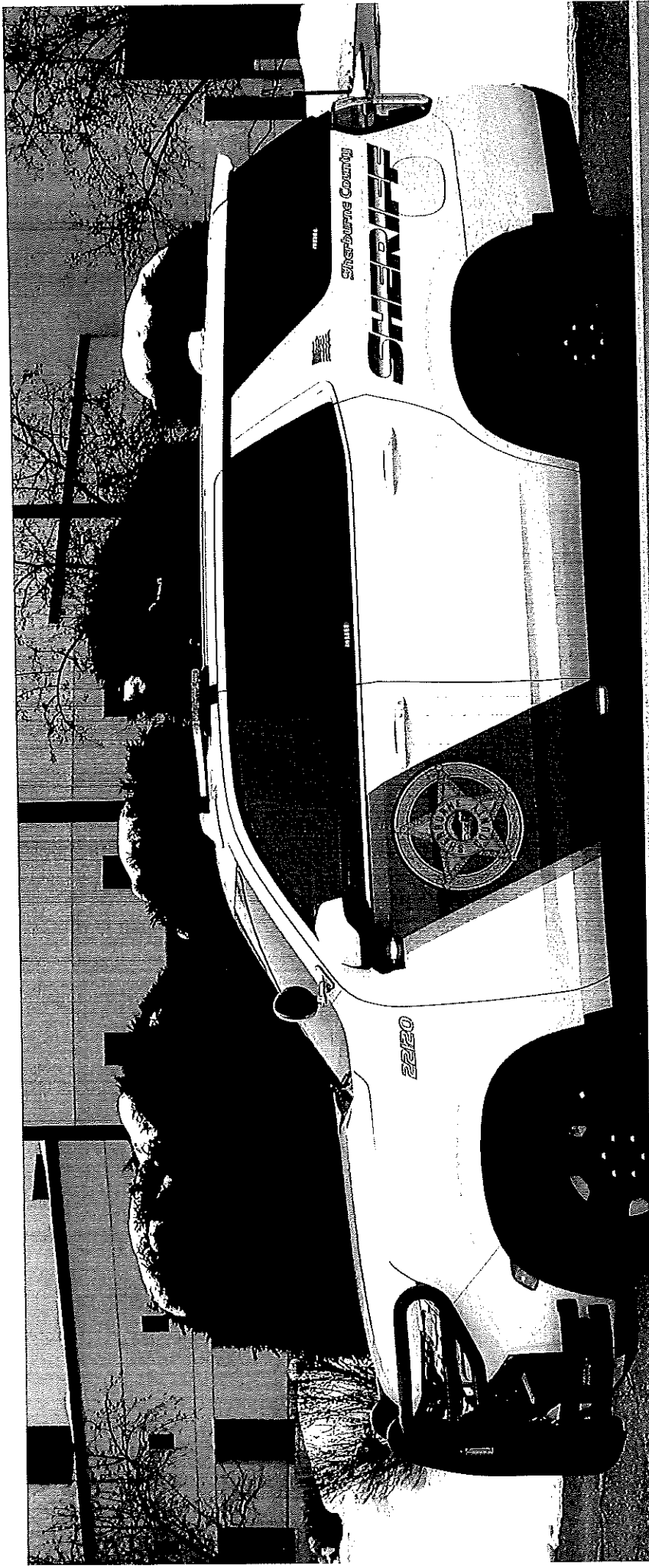
2024 Annual Report

City of Baldwin



SHERBURNE COUNTY SHERIFF'S OFFICE

A thick, textured horizontal bar spanning the width of the page at the bottom.

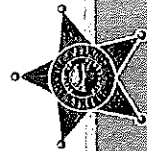
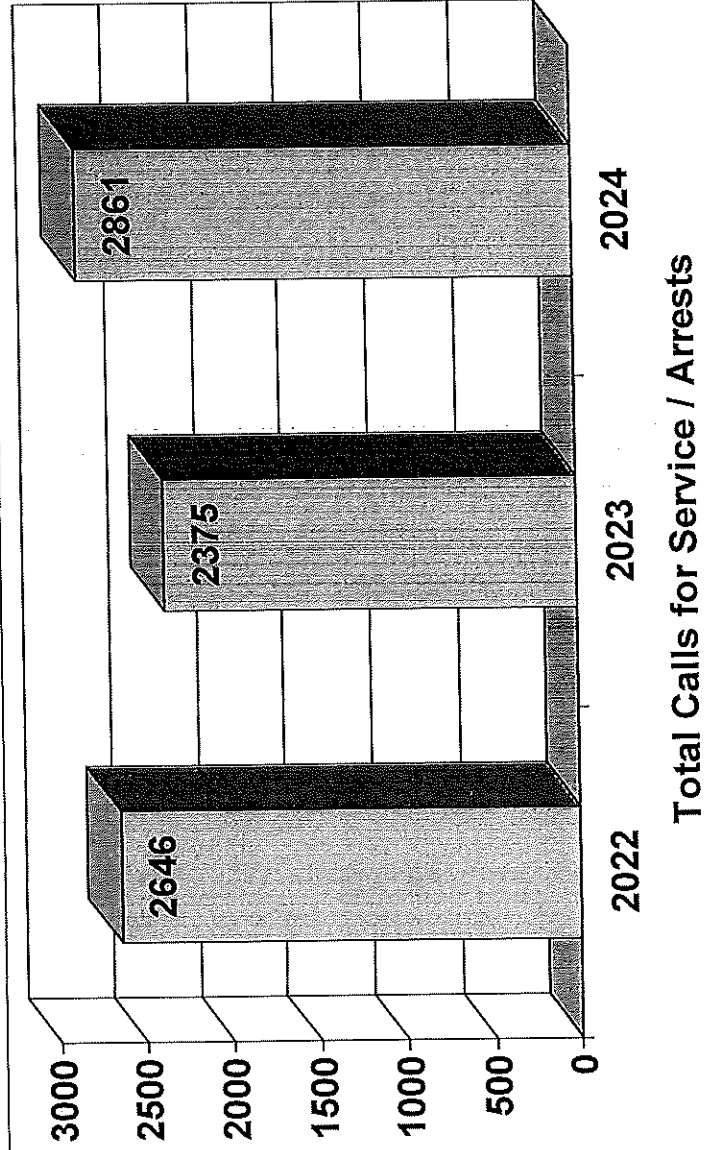


City of Baldwin

*The Sherburne County Sheriff's Office provides law enforcement services
to the citizens of the City of Baldwin.*

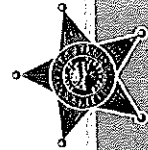
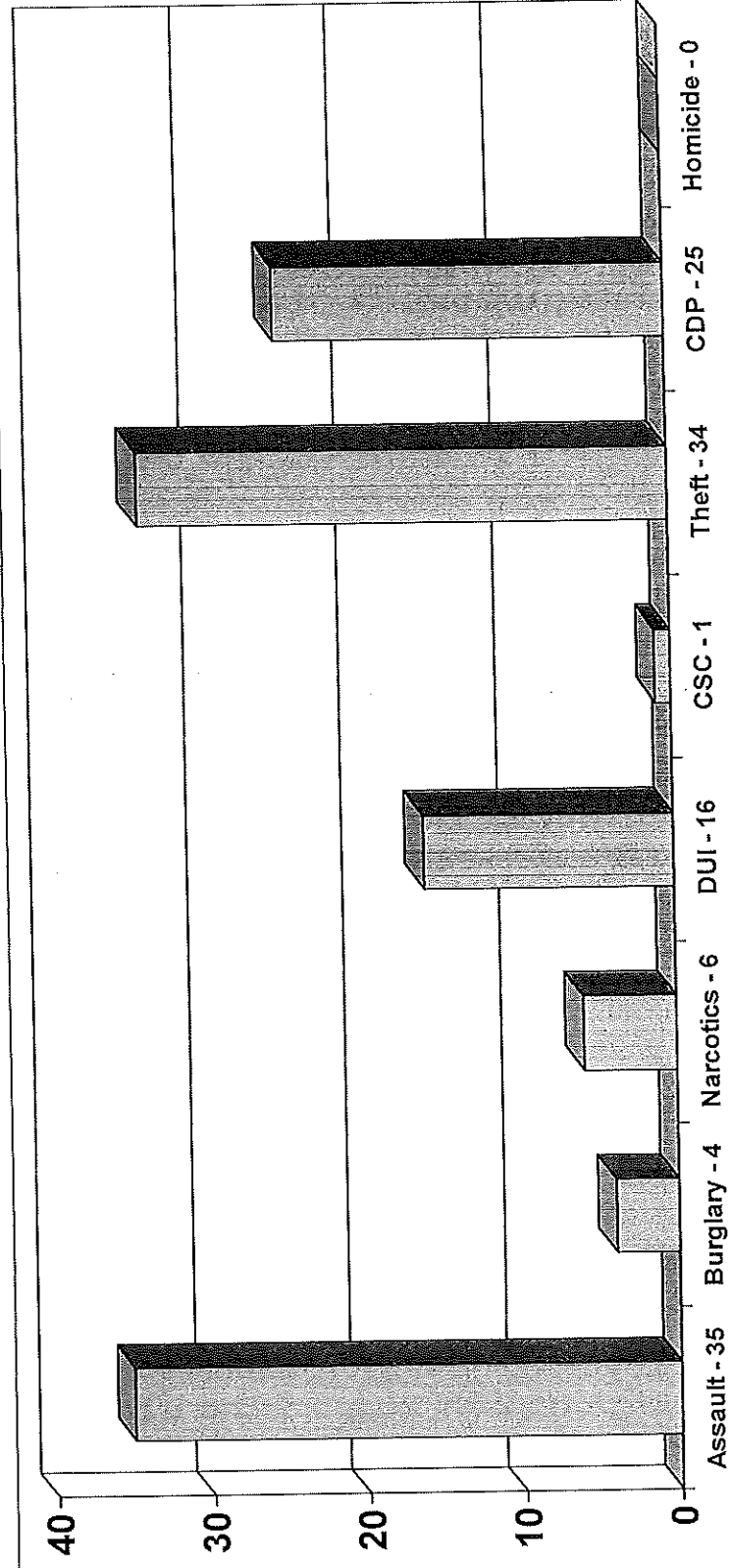


Total Calls for Service/Arrests 2022-2024 Comparison

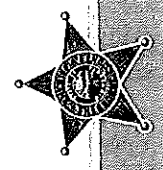
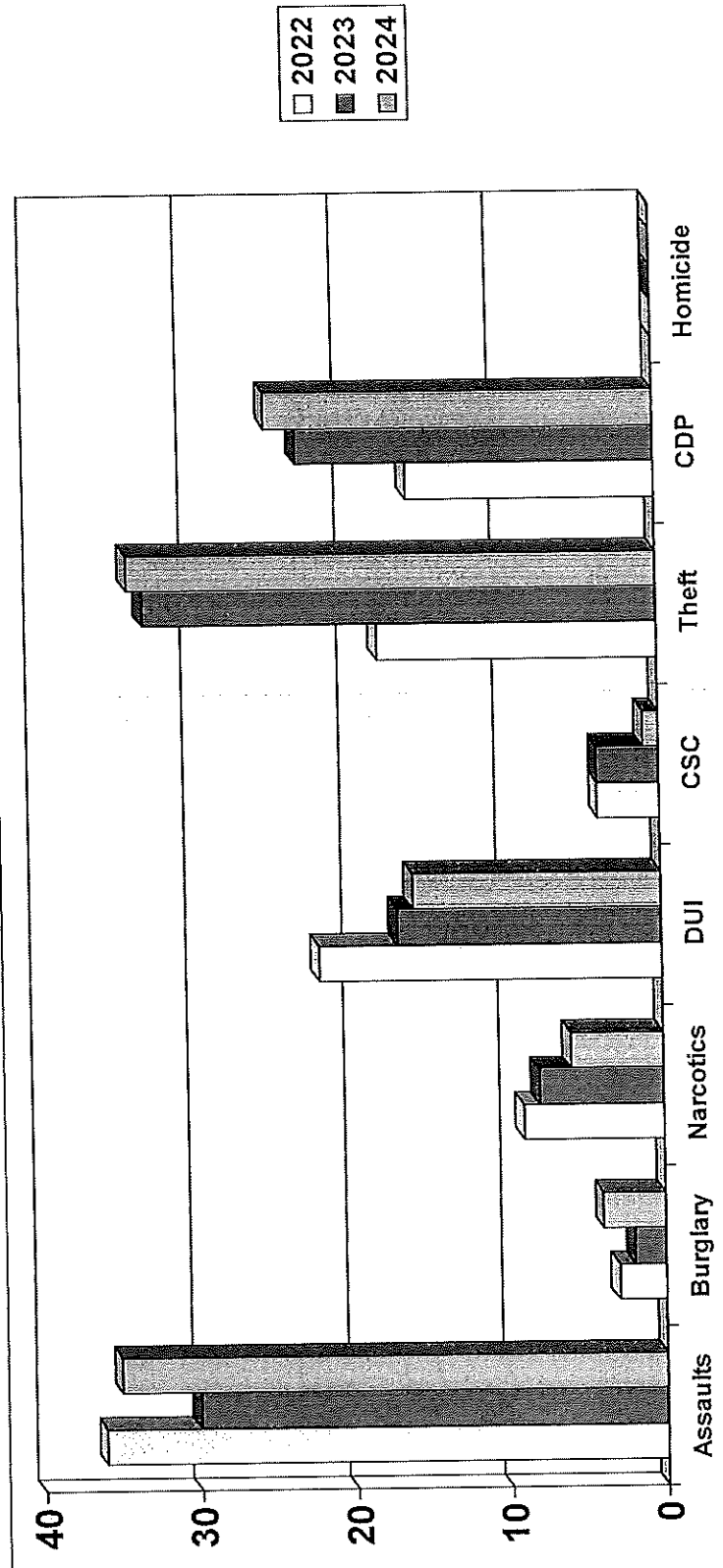


Serious Criminal Activity 2024

City of Baldwin



Serious Criminal Activity 2022-2024 Comparison



Back-Up Dispatch Center

Zimmerman Public Safety Building



Department Retirements

Correctional Officer Curtis Swanson – 20 years

Correctional Officer Doug Green – 19 years

Correctional Officer Robert Bauer – 21 years

Deputy Jamie Wrobel – 24 years

Dispatch Supervisor Jo Richmond – 17 years

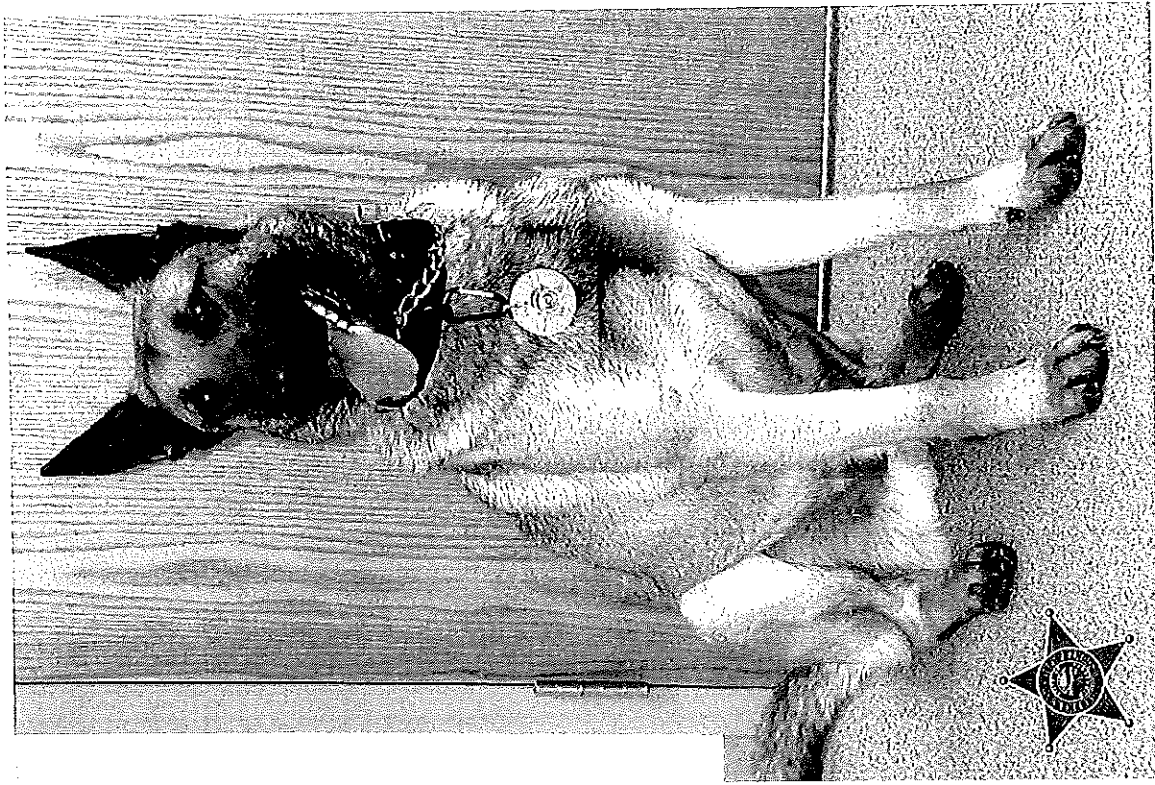
Investigative Captain Ken Hanson – 28 years

Investigator James Hintermeister – 23 years

Jail Commander Brian Frank – 30 years

Jail Sergeant Jason Volkers – 25 years





K-9 Deputy Updates

K-9 Deputy Jax (pictured)

- Retired January 21, 2025
- Assigned to Drug Task Force
- Handler – Inv. Sgt. Brad Muellner

K-9 Deputy Bane

- Will begin training in March 2025
- Assigned to Patrol
- Handler – Deputy Nick Carlson

Emergency Response Unit

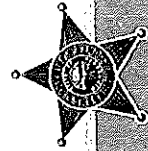
Took home top honors at MN
Tactical Officers Association
Conference in October.

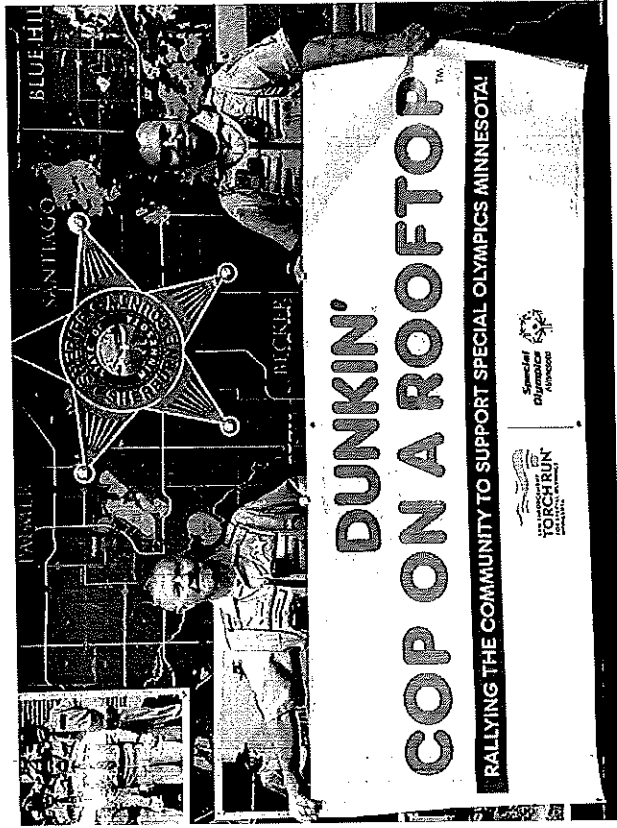
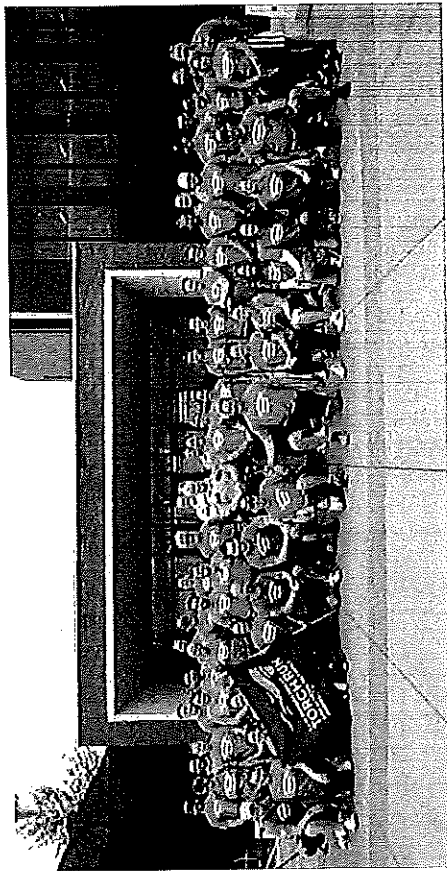
Team Awards:

- Iron Team
- Top Gun

Individual Award:

- Top Sniper – Deputy Pesta



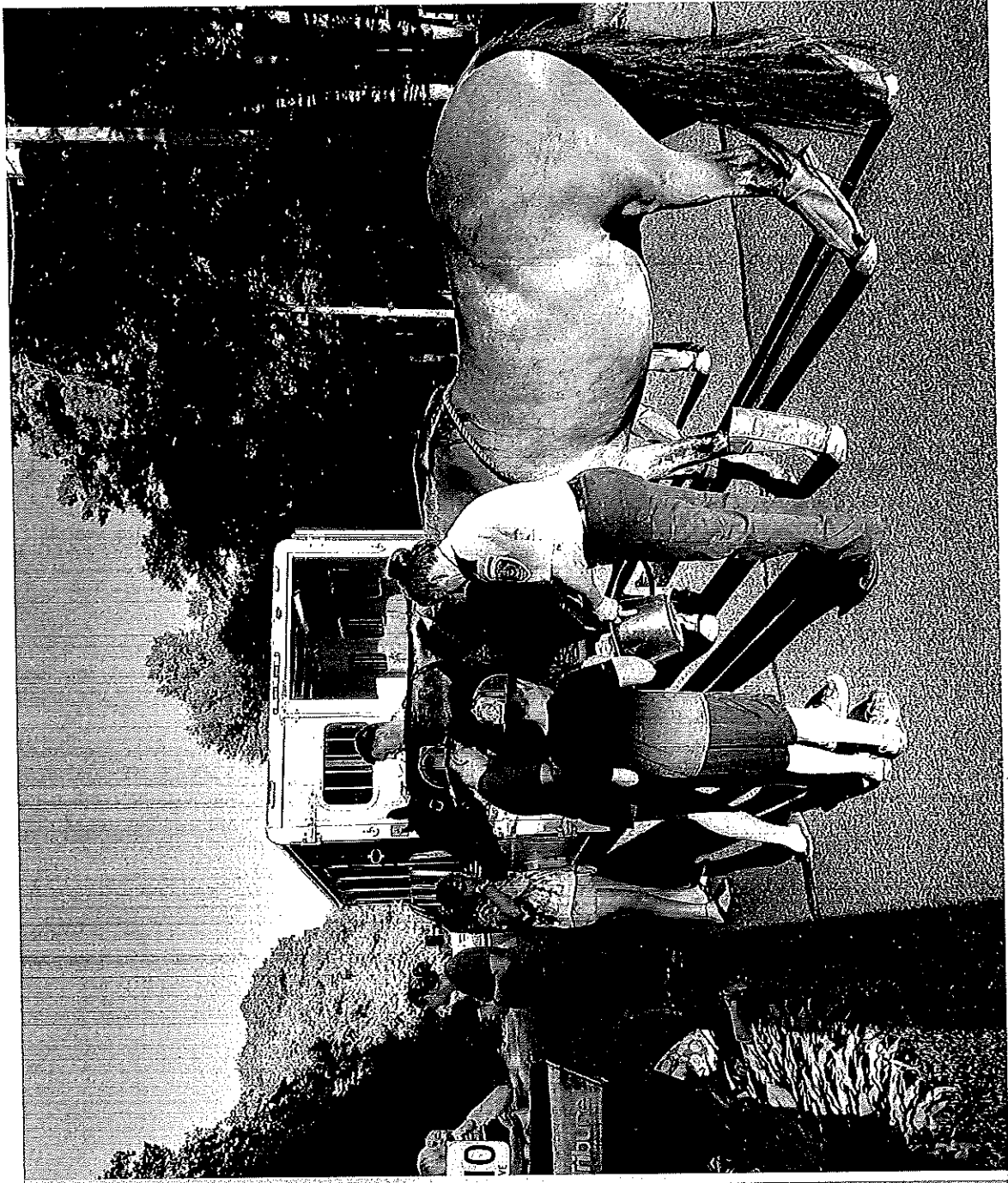


Community Involvement – Special Olympics MN Law Enforcement Torch Run

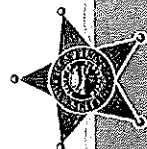


Community Involvement – Night to Unite

1st Tuesday Evening in August



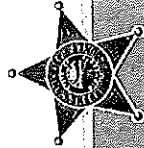
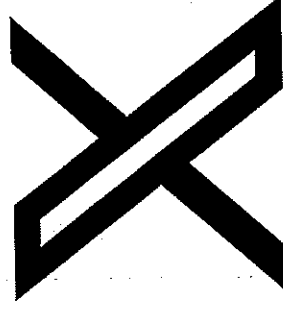
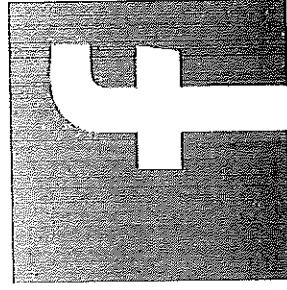
Community Involvement - Shop with a Cop



SCSO on Social Media

Facebook and X

@SherbCoSheriff



Sherburne County Sheriff's Office



"Commitment to Service with Integrity and Pride."



BALDWIN CITY COUNCIL REGULAR MEETING

JANUARY 27TH, 2025

Present – City Council Members; Tom Rush, Jeff Holm and Scott Case

Absent – City Council Member; Alan Walker and Mayor; Jay Swanson

Also Present – City Attorney: Bob Ruppe from Couri & Ruppe

Call to Order – The January 27, 2025 regular meeting of the City of Baldwin was called to order by Acting Mayor Tom Rush 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 - Holm/Case unanimous to approve as amended.

January 2025 Preliminary Treasurer's Report - The Clerk/Treasurer reported receipts of \$44,952.38 and disbursements of \$481,042.08. The Clerk is recoding accounts so the beginning and ending balances will be available at the February 3rd, 2025 City Council meeting.

Public Comment Requests:

- Larry Doose: 900 Airport Road, Princeton – Larry is here to discuss the 136th street road agreement. The City of Princeton owns 40 acres that Larry has a purchase agreement for. A CUP was obtained from the City of Princeton. Larry is requesting a 700 foot variance from County Road 3. The plan is to make the approach to access the road to the north only. Larry will be doing a 1031 exchange with Prairie Restoration. Larry does not think the road agreement is practical from a business standpoint. The City Attorney stated for examples and Larry indicated the Engineering evaluations is an example.
Holm/Case unanimous to approve Attorney working with Larry Doose on 136th street road agreement.
- Julie Weidenborner: 14312 314th Avenue NW – Julie has 3 questions regarding Frontier Trails. Julie is interested in learning about other service providers to manage the system. Julie also asked for clarification on when reports are available to pick up at the City Hall. The Clerk explained that Frontier Trails is discussed at the 2nd meeting of the month so reports would be available to pick up after this City Council meeting. She also requested the City Council be clear when charges are billed to Frontier Trails. Julie asked about reimbursement for attorney and accountant fees. The Clerk explained that this has been done and will provide reports to Julie.

- Mary Larson: 29725 138th Circle NW – Mary was at the meeting to discuss updates on FunFest 2025.

Approval of Consent Agenda- Cash/Rush unanimous to approve.

- Approve Claims List – Checks and EFT's approved and signed at tonight's meeting are Check numbers 28264 – 28316 for \$364,875.95 and 9 EFT Payments for \$43,366.07 for a total of \$408,242.02
- Approve City Council Meeting Minutes for January 6th, 2025

Frontier Trails Update –

An email from Wastewater Manager, Mike Gwynn, stated that the system at Frontier Trails continue to run well. He stated as of January 23rd, 2025 he does not see any issues. The Micro C was just filled. In the spring, Gwynn recommends having Steinbrecher look at the system for preventative maintenance on the drainfield. Gwynn stated that the main tanks will need to be pumped in the next month or two. The financials for Frontier Trails for the month of December 2024 are \$24,350.28 in revenues, due to receiving the tax payment for special assessments from Sherburne County. The expenses are \$3273.73 leaving a credit of \$21,076.55

Discuss Frontier Trails RFP – Rush spoke on request for proposals for Frontier Trails. Gwynn, who is the current management for the Frontier Trails system has a contract that expires in 5 months. The Homeowners have communicated that they want look at different options for management of the system. Case stated that since Gwynn's contract is almost up, now is a good time to do this. Holm stated that it's time to go in another direction. The Clerk to reach out to Gwynn on what days' work for him for a workshop with City Council and the residents of Frontier Trails.

Discuss/Approve/Disapprove FunFest Advertisement and Events Coordinator – Union Times, Princeton and Zimmerman Today for advertisement of \$500.00.

Case/Holm unanimous to approve.

Mary Larson has volunteered to be Baldwin's Event Coordinator.

Case/Holm unanimous to approve appointing Mary Larson as an unpaid Events Coordinator.

Discuss/Approve/Disapprove Grand Mashall at FunFest –

Rush nominated Lester Kriesel.

Holm/Case unanimous to approve Lester Kriesel as Grand Marshall for Baldwin.

Discuss/Approve/Disapprove FunFest Funding – Currently \$1500.00 comes out of the park fund. Rush is requesting up to \$4000.00 and the City to match half of that for 2025 funding. Rush asked if this should come out of the park fund. Motion for \$2000.00 out of the park fund for FunFest and the City to match \$2000.00. **Case/Rush unanimous to approve.**

Fire Fighters dance will be the same day as FunFest.

Road Report:

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

Discuss Speed Bumps – Public Works Supervisor met with A.M.K.A on Monday, January 7, 2025 to discuss alternatives for an exchange of the speed bumps. A.M.K.A did not have usable speed bumps but could supply street signs, PPE and road barricades. Holm wants a refund for these speed bumps. The original cost of these speed bumps was \$14,000. The City Attorney asked how much the City wants to spend on disputing these speed bumps. The City Attorney would like in writing what Baldwin would get in replacements for the speed bumps. **Rush/Case unanimous to table until the February 3, 2025 City Council meeting.**

Discuss Lunches During Snowplowing – Rush stated that when there is a plowing session, should the drivers come in for breaks and lunches. When there are excessive plowing events, is it mandatory they take breaks and lunches? The Public Works Supervisor indicated the driver's wanting to continue to plow. Holm stated that the drivers can use their own discretion for breaks and lunches. Case stated he does not see any need for the drivers to come back to the City Hall for lunches and breaks.

Discuss/Approve/Disapprove Preventive Road Maintenance Being Done In-House – Rush is proposing preventative road maintenance to be done in house. The Engineer to provide bidding sheets to the city. Holm stated that this has been done in the past was more efficient. **Case/Rush unanimous to approve doing road maintenance in house.**

Discuss 2024 Freightliner Plow Truck – Public Works Supervisor gave history of the ordering of the plow truck. There are change orders coming and should be a benefit to the City. Final changes will be brought back to the February 3, 2025 City Council meeting. The plow truck has a delivery of August 2025.

Tabled Items:

Discuss/Approve/Disapprove Streaming City Council Meetings - Case recommends tabling this until the February 3, 2025 City Council meeting when a full Council is at the meeting. **Holm/Case unanimous to table until the February 3, 2025 City Council Meeting.**

Discuss/Approve/Disapprove Audio Equipment – Received 3 quotes for audio equipment to improve the videos if the City Council decided to stream meetings. Currently the City Hall doesn't have microphones and the audio system we currently have doesn't always pick up all conversations during the meetings. The first quote is from EPA Audio Visual, Inc. for \$42,796.13. The second quote is from Lech for \$47,093.21 and the third quote is from Excel AV Group and is for \$62,492.00.

Case/Holm unanimous to approve tabling until the February 3, 2025 City Council meeting.

Discuss/Approve/Disapprove Applicant for Sign Machine – Holm/Case unanimous to approve tabling until the February 3, 2025 City Council meeting.

Discuss/Approve/Disapprove 136th Street Road Agreement – Holm/Case unanimous to approve tabling until the February 3, 2025 City Council meeting.

Discuss/Approve/Disapprove Cannabis Joint Powers Agreement – Case/Rush unanimous to table until the February 3, 2025 City Council meeting.

Discuss Yearly Goals for 2025 – Case/Rush unanimous to table until the February 3, 2025 City Council meeting as a full City Council is needed for this discussion.

Discuss/Approve/Disapprove Ordinance for Mailboxes – Case is not in favor of the \$50.00 for replacement mailboxes. If we hit the mailbox and it is our fault, Case feels the reimbursement should be \$150.00. This is ordinance 2025-03 which amends ordinance 100 regulating city public right-of-way. Holm stated we could provide swing-a-way post or \$50.00 for replacement mailbox. Case/Holm unanimous to table until the February 3, 2025 City Council meeting.

Discuss/Approve/Disapprove City of Baldwin Cleanup Day of May 3rd, 2025 – Rush/Case unanimous to approve.

New Business:

Discuss/Approve/Disapprove Ordering 11 EMS Signs Through MR-Signs – Case/Rush unanimous to approve.

Discuss/Approve/Disapprove Rescheduling Local Board of Appeal and Equalization to April 17th at 3:00 p.m. – Holm/Case unanimous to approve April 17, 2025 at 3:00 p.m.

Discuss November 2024 and December 2024 Building Permits – Building permits for November and December 2024 were reviewed by the City Council. Baldwin's Fire Marshall has mandated that all new commercial buildings must have a knoxbox installed.

Discuss/Approve/Disapprove Share Costing with Livonia Township for MSA Research – Livonia Township is going through the hurdles of MS4 and has a very similar approach as Baldwin. Livonia has asked if the City of Baldwin would like to share their legal research and expenses with them. Holm/Case unanimous to approve cost sharing of this expenditure.

2024 Board of Audit – Case/Holm unanimous to table until the February 3, 2025 City Council meeting.

Announcements:

- a. Next City Council Meeting, Monday, February 3rd, 2025 at 7:00 p.m.
- b. Benefit for Mike Brinwall who is a retired Fire Fighter for Baldwin. The benefit will be on Sunday, February 16, 2025 from 12:00 - 4:00 PM. There will be a cribbage tournament and a silent auction.
- c. Rush will be attending the Community Engagement Task Force meeting January 28, 2025 from 6:00 – 8:00 PM at the Princeton High School Media Center. The committee is made up of residents, parents, staff and students that have been working to better understand the needs and priorities of the 477-school district.

Any Other Business – None

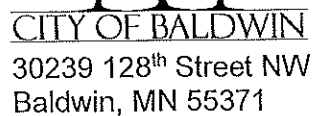
Adjourn - Holm/Case unanimous to adjourn at 8:21 p.m.

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

Approved By: (s/) Tom Rush
Acting Mayor
City of Baldwin

Date

Attendees: Public Works Supervisor Zac Good, Delmas Hines, Julie Weidenborner, Mark & Charlotte Lofgren, Mary Larson, Heather Hoss, Kathryn Lundberg, Hanna Nelson, Linda Kluge, Ken Kluge, Larry Doose, Cartrell Cooper, Bruce West, and Will Maki



Telephone 763-389-8931
Fax 763-389-2751
www.baldwinmn.gov

NAME: _____

ADDRESS: _____

DEPARTMENT: _____

[illegible]

****Please attach supporting documentation/receipts for reimbursement on supplies, parts, rentals, etc.****

I declare under the penalties of law that this demand or claim is just and correct and no part has already been paid.

SIGNATURE: _____

To whom it may concern,

I Brandon Wren resign as a firefighter for the city of Baldwin. Jan. 31st 2025.

Brandon Wren

Brandon Wren

1-27-25



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 January 2025

RE: Baldwin – Code Enforcement

TPC FILE:

BACKGROUND

This memorandum forwards an update on Code Enforcement cases for the month of January 2025. The tracking spreadsheet is attached and we highlight the following items:

- Existing Cases:
 - **28331 98-1/2 St.** City staff spoke with the property owner. They stated that they are only occupying the RV trailer during periods of the day while residing at their son's home nearby. The property owner is trying to place a home on the property either as new construction or a manufactured home meeting City requirements. City staff and the property owner will schedule a meeting to discuss zoning requirements for a house the week of Feb 10 and will include the Building Official as needed.
 - The Code Enforcement spreadsheet highlights a number of properties that have not responded to an Administrative Notice. City staff requests direction to issue Administrative Citations.
- New Complaints. Request direction to send Step 1 contact letters:
 - **30107 116th St.:** Shipping container used as an accessory structure on a lot less than 10 acres.
 - **14336 286th Ave.:** Inoperable vehicles, parking not on a driveway, junk and debris.

CONCLUSION

City staff requests direction from the City Council at its meeting on 3 February 2025 to proceed with the actions outlined.

c. Joan Heinen, City Clerk/Treasurer

Baldwin Township Code Enforcement Summary

January 2025

(Projects listed in chronological order by date of complaint)

Address	Owner	PID #	Complaint Date	Date(s) of Site Visit(s)	Site Photos Taken?	Ordinance Violation (If a complaint is not valid or no violation exists put NA)	Admin. Notice Issue Date	Admin. Citation Issue Date	Last Contact with Property Owner & By Whom	Comments And Overall Status	Action Plan
30840 141 st St.	Jocelyn Damiano	01-508-0114	4 May 23			ZO XX-18-2-G	Jun 25		12 May 23, R. Messer (DDL)		TB on Sep 19 suspended enforcement until PC makes recommendations.
32033 124 th St.	Bell Trucking Inc.	01-0044225	NA	Aug 16 Oct 16	Yes	# of vehicles allowed by CUP	Jun 25		16 Oct 23 DDL		
28209 Lake Diann Rd	Phillip Sueve, Jr.	01-408-0322	25 Jul 23		Video	Habitually barking dog 400-1-4-A-2				SCSO issued citation, Sherburne County Attorney dismissed without authority to prosecute. CLOSED	
14275 292 nd Ave.	Brandon and Kyleigh Stanek	01-594-255	16 Aug 23			ZO Chapter 31	Jun 25		Email Jun 27		
31015 103 rd St	Blaze Graves	01-466-0330	16 Oct 23			Abandoned vehicles ZO XX-21-3-E	Jun 25			Illegal outdoor storage	Reinspect week of Jan 6. No change request authorization for citation.
31540 125-1/2 St.	Anthony Flander	01-00455-0105				RV as dwelling unit				TB directed no action on 11 Dec 23	
14106 296 th Cir	Michael Bakker	01-00524-0325	12 Dec 23			Dog(s) at large				Direction from TB needed to contact dog owner. CLOSED	
11004 305 th Ave	Rikki Whitlock	01-000142200	26 Jan 24			Home occupation/rural tourism				Direction from TB needed to contact property owner re: required approvals.	No action.
13020 289 th Ave	Derek R and Michon M Nelson	01-004240235	25 April 24			Junk cars/debris	Jun 25				Reinspect week of Jan 6. No change request authorization for citation.
14122 294 th Ave	Jerald and Anne Albertrecht	01-00486-0210	13 May 24			Motorcycles/ATV	Jun 25			CLOSED	
32225 108 th St	Joshua Webber	01-0573-0110	29 May 24			Dog barking/at large	Jun 26			Spoke with dog owner. CLOSED	Reinspect week of Jan 6. No change request authorization for citation.
28209 Lake Diann Rd	Christine Hager	01-00408-0322	6 Jun 24			Junk/debris	Jun 25				Site conditions OK; Temporary barrier in place at fuel tanks, property owner to install permanent barrier spring 2025.
Top Notch Tree	Phillip Sueve, Jr.	01-00016-4300				Interim Use Permit	Jun 25			Site meeting held Dec 12.	
13027 290 th Ave	Dylan Witt	01-00424-0220	25 Jun 24			Motorcycles/ATV				No response. No further action required. CLOSED	
30867 103 rd	Cory and Allison Deelstra	01-00555-0305	NA			Motorcycles/Track				No response. No further action required. CLOSED	
27934 133-1/2 St.	Nathanael & Anne & Lonnie Nelson	01-00406-0510	Jul 1			Dog at large, animal feces, garbage, public nuisance conditions				AN sent Jan 6.	Referred to Animal Control, SCSO. No response to Jan 6 admin notice.
13910 277 th Ave	Joseph & Barbara Spaulde	01-00031-4300				Headwall In ROW				Step 1 sent Sep 13	
14215 278 th Ave	Glen Peterson & Wendy Beck	01-00545-0210				Headwall In ROW				Step 1 sent Sep 13	
31611 127 th St.	Timothy D. Olson	01-00418-0125	Aug 26			Junk/Debris/Outdoor storage				Step 1 sent Sep 13; AN sent Jan 6	No change request authorization for citation.
30870 103 rd St	Adam & Amanda Jellison	01-00559-0225	Aug 20			Motor cycle track				Step 1 sent Sep 13 CLOSED	
28331 96-1/2 St.	Terese Kaiser	01-00407-0630	Jul 25			Use of RV for dwelling				AN sent Jan 6.	Discussed with property owner, meeting re: new home to be scheduled for week of Feb 10.
10636 305 th Ave	Morales Salas, David Elias	01-00014-1310	3 Sep 24			Fence construction				CLOSED	

Address	Owner	PID #	Complaint Date	Date(s) of Site Visit(s)	Site Photos Taken?	Ordinance Violation (if a complaint is not valid or no violation exists put NA)	Admin. Notice Issue Date	Admin. Citation Issue Date	Last Contact with Property Owner & By Whom	Comments And Overall Status	Action Plan
14336 286 th Ave	Samantha Rockstroff	01-00404-0806	14 Jan 25		Yes	Inoperable vehicles, parking not on driveway, junk/debris					Request direction to send Step 1 letter.
20307 116 th St.	Westen Heirlmaier	01-00015-4402	28 Jan 25			Storage container					Request direction to send Step 1 letter.



**CITY OF BALDWIN
REQUEST FOR
COUNCIL ACTION**



DEPARTMENT: Building	MEETING DATE: February 3, 2025
AGENDA ITEMS: • Ordinance 2025-05, Amendment of Ordinance 100 and Ordinance 920 Addressing Plumbing Permit Administration, Plan Review, Inspections, and Fees. • Resolution 2025-02 Approving a Minnesota Department of Labor and Industry Plumbing Plan Review Agreement. • Rum River Consultants (RRC) Contract Amendment	
BACKGROUND INFORMATION: DLI conducts plumbing plan review for public and commercial projects for most jurisdictions in the State of Minnesota, as stipulated in <u>Minnesota Rules 1300.0215, Subpart 6</u>. <u>Minnesota Statutes 326B.43, Subdivision 2</u> 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 the state 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. RRC has the capacity to perform these reviews in 1 to 3 weeks depending on the scope of the project. RRC currently holds the delegation of authority throughout Minnesota, representing 25% of all jurisdictions that have this special delegation. This experience uniquely positions us to offer streamlined services enabling projects to begin and conclude more swiftly in Minnesota's demanding climate. Our current contract is set to expire on March 31st of this year. Since we need an update to our contract for plumbing plan review, we have updated other sections in the contract to reflect current language and prices.	



**CITY OF BALDWIN
REQUEST FOR
COUNCIL ACTION**



SOURCE OF FUNDING: This program is self-sustaining, and Baldwin will generate additional permit fee revenue.

REQUESTED COUNCIL ACTION:

The Baldwin City Council is requested to approve the following three (3) separate actions. All documents are attached to this staff report.

1. Approve Ordinance 2025-05 and its summary, Amendment of Ordinance 100 and Ordinance 920 Addressing Plumbing Permit Administration, Plan Review, Inspections, and Fees.
2. Approve Resolution 2025-02, Approving a Minnesota Department of Labor and Industry Plumbing Plan Review Agreement and authorize the City Clerk/Treasurer to sign the Application Agreement and file with the State of Minnesota Department of Labor and Industry.
3. Approve Contract Amendment with Rum River Consultants

ATTACHMENTS:

1. Ordinance 2025-05, Amendment of Ordinance 100 and Ordinance 920 Addressing Plumbing Permit Administration, Plan Review, Inspections, and Fees.
2. Summary Ordinance 2025-05.
3. Resolution 2025-02, Approving a Minnesota Department of Labor and Industry Plumbing Plan Review Agreement
4. DLI Application Agreement
5. February 3, 2025, Contract with Rum River Consultants

ORDINANCE NO.: 2025-05

CITY OF BALDWIN
SHERBURNE COUNTY, MINNESOTA

AMENDMENT OF ORDINANCE 100 AND ORDINANCE 920 ADDRESSING PLUMBING PERMIT ADMINISTRATION,
PLAN REVIEW, INSPECTIONS, AND FEES

THE BALDWIN CITY COUNCIL ORDAINS:

Section 1. Appendix A, Subd. 1 of City of Baldwin Ordinance 100 (Fee Schedule) is hereby amended to read as follows:

Subd. 1. Permit and Inspection Fees for Residential Building, Commercial Building, Fire Suppression, Fire Alarm, Commercial Mechanical, and Commercial Plumbing.

A. 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

B. Plumbing system plans and specifications that are submitted to the City of Baldwin for review shall be accompanied by the appropriate plan examination fees and shall be paid prior to plan approval. The city shall charge the following fees for plan reviews and audits of plumbing installations for public, commercial, and industrial buildings:

1. Systems with both water distribution and drain, waste, and vent systems and having:

<u>Drain Fixtures</u>	<u>Permit Fee</u>
<u>25 or fewer units</u>	<u>\$150.00</u>
<u>26 to 50 units</u>	<u>\$250.00</u>
<u>51 to 150 units</u>	<u>\$350.00</u>
<u>151 to 249 units</u>	<u>\$500.00</u>
<u>250 or more units</u>	<u>\$3.00 per drainage fixture unit (maximum \$4,000.00)</u>
<u>Interceptors, separators, or catch basins</u>	<u>\$70.00 per interceptor, separators, or catch basin design</u>

2. Building sewer service only: \$150.00
3. Building water service only: \$150.00
4. Building water distribution system only, no drainage system: \$5 per supply fixture unit or \$150, whichever is greater
5. Storm drainage system:
 - a. Minimum fee: \$150.00, or
 - b. \$50.00 per drain opening, up to a maximum of \$500.00, and
 - c. \$70.00 per interceptor, separator, or catch basin design
6. Manufactured home park or campground:
 - a. One to 25 sites: \$300.00
 - b. 26 to 50 sites: \$350.00
 - c. 51 to 125 sites: \$400.00
 - d. More than 125 sites: \$500.00
7. Revision to previously reviewed or incomplete plans:
 - a. Review of plans for which the city has issued two or more requests for additional information, per review, \$100.00 or 10 percent of the original fee, whichever is greater.
 - b. Proposer-requested revision with no increase in project scope, \$50.00 or 10 percent of original fee, whichever is greater.

- c. Proposer-requested revision with an increase in project scope, \$50.00 plus the difference between the original project fee and the revised project fee.

Section 2. Section XX-2-3.C of City of Baldwin Ordinance 920 (Building Ordinance) is hereby amended read as follows:

C. Plan Approval Required:

1. Site and construction plans will be required and shall be submitted to and approved by the building official prior to the issuance of any building permit.
2. ~~Prior to installation of a system of plumbing other than for a single-family dwelling, complete plumbing plans and specifications, together with any additional information that the building official may require, shall be submitted and approved by the building official; Any alteration or extension of an existing plumbing system shall be subject to these same requirements.~~
32. No construction shall proceed except in accordance with the approved plans.

Section 3. City of Baldwin Ordinance 920 (Building Ordinance) is hereby amended to add the following provisions and renumber subsequent sections accordingly:

XX-2-3: PLUMBING, PERMIT ADMINISTRATION, PLAN REVIEW, AND INSPECTIONS.

- A. Compliance Required. All plumbing on private property within the city must comply with the provisions of the state building and plumbing code and this article.
- B. Plans and specifications. Prior to the installation of a system of plumbing other than for a single-family dwelling, complete plans and specifications, together with any additional information that the building official may require, must be submitted and reviewed by the building official or their designee prior to permits and installation. Construction cannot proceed except in accordance with approved plans and specifications. Any alteration, extension, or repair of an existing system is subject to these same requirements, unless waived by the building official in accordance with Minn. Rules, part 1300.0215.
- C. Exceptions. Pursuant to Minn. Stat. § 326B.43, subd. 2(n), plumbing plans and specifications for the following projects must be submitted to the Minnesota Department of Labor and Industry for a full plan review:
1. State-licensed facilities as defined in Minn. Stat. § 326B.103, subd. 13;
 2. Public buildings as defined in Minn. Stat. § 326B.103, subd. 11; and

3. Projects of a special nature for which department review is requested by either the municipality or the state.

D. Inspections. New plumbing systems or parts of existing plumbing systems that have been altered, extended, or repaired shall be inspected, tested, and approved by the building official or their designee in accordance with Minn. Rules, part 1300.0215 before the plumbing system is put into use. The building official or their designee shall perform the final inspection and witness the test. The building official shall approve the plumbing system if the system complies with the requirements of this Code, any permit requirements, and the requirements of any approved plans and specification. Plumbing system tests shall comply with Minn. Rules, Chapter 4714.

E. Covering of work. No building drainage or plumbing system or part thereof shall be covered until it has been inspected, tested, and approved as herein prescribed.

Section 4. This ordinance shall be effective upon its passage and publication.

(the remainder of this page left blank)

ADOPTED by Baldwin City Council this 3rd day of February, 2025.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

RESOLUTION NO: 25-02

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

**RESOLUTION APPROVING A MINNESOTA DEPARTMENT OF LABOR
AND INDUSTRY PLUMBING PLAN REVIEW AGREEMENT**

WHEREAS, the State of Minnesota Department of Labor and Industry (DLI) conducts plumbing plan reviews for permits in the City of Baldwin, as stipulated in Minnesota Rules 1300.0215, Subpart 6.; and

WHEREAS, Minnesota Statutes 326B.43, Subdivision 2, permits the delegation of authority for plumbing plan review for public and commercial projects to municipalities, or their designee, by agreement; and

WHEREAS, this delegation agreement and the addition of plumbing plan review services will benefit the City of Baldwin by generating additional revenue that the State of Minnesota usually retains by conducting these reviews; and

WHEREAS, the City of Baldwin currently contracts with Rum River Consultants (RRC) for building official services; and

WHEREAS, customer service benefits for permit applicants and property owners are significant since RRC is able to perform plan review in less time than the state eliminating considerable delays in construction; and

WHEREAS, RRC has indicated its capacity to review plumbing plans; and

WHEREAS, Baldwin Staff support RRC as the designee to perform plumbing plan review for the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Baldwin that:

1. The City Council approves the application and agreement with the Minnesota Department of Labor and Industry in order for the City of Baldwin to provide plumbing plan review services locally as presented and direct staff to file the agreement with the Minnesota Department of Labor and Industry.
2. This agreement may be terminated by the City with or without cause on 90 days written notice to the Minnesota Department of Labor and Industry Commissioner.

(the remainder of this page left blank)

ADOPTED by Baldwin City Council this 3rd day of February 2025.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

Plumbing Plan Review Agreement Application

Under Minnesota Statutes, section 326B.43, subd. 2, the commissioner of the Department of Labor and Industry (DLI) may enter into an agreement with a municipality, in which the municipality agrees to perform plan review and specifications of plumbing systems in their jurisdiction subject to statutory requirements. Certain types of plans must still be submitted to DLI.

To request a formal plumbing plan review agreement, this application and all requested documents must be completed and submitted to: Judy.Tacheny@state.mn.us. Incomplete application will be rejected.

1. MUNICIPALITY INFORMATION			
MUNICIPALITY NAME City of Baldwin			DATE February 3, 2025
ADDRESS 30239 128th Street NW			EMAIL city.clerk@baldwinmn.gov
CITY Baldwin	STATE MN	ZIP CODE 55371	PHONE 763-389-8931
BUILDING OFFICIAL NAME Andy Schreder			
MAILING ADDRESS 23306 Cree Street NW, Suite 103			PHONE 763-331-7722
CITY St. Francis	STATE MN	ZIP CODE 55070	E-MAIL andy@rumrivercc.com
APPROVED PLUMBING PLAN REVIEWER(S). If reviewer is contracted through a private company, check here ☒ and submit contract for review.			
NAME Joseph Gohman	LICENSE # PM067457	E-MAIL/PHONE joe@rumrivercc.com /763-331-7722	
NAME	LICENSE #	E-MAIL/PHONE	
2. REQUIRED DOCUMENTS THAT MUST BE ADOPTED BY ORDINANCES			
Submit copies of following relevant ordinances:			
1. The ordinance in which the municipality adopts the Minnesota Plumbing Code. (Adoption of the Minnesota State Building Code by ordinance includes adoption of the Minnesota Plumbing Code, Chapter 4714.)			
2. The ordinance that requires plumbing plans and specifications to be submitted, reviewed, and approved by the municipality. The ordinance must clearly state exceptions for projects listed in Minnesota Statutes, section 326B.43 subd. 2(n) as listed below as those must be submitted to DLI for plan review. Plumbing plans and specifications for the following projects shall be submitted to DLI for plan review. a) State-licensed facilities (as defined in section 326B.103, subd. 13). b) Public buildings (as defined in section 326B.103, subd. 11). c) Projects of a special nature for which department review is requested by either the municipality or the state.			
3. The ordinance that authorizes the municipality to perform plumbing inspections required by the Minnesota Plumbing Code. (Plumbing inspections, testing, and permits are subject to Minn. Rules, part 1300.0215, subparts 1 through 5.)			
4. The ordinance that authorizes the municipality to administer and enforce the Minnesota Plumbing Code in accordance with Minnesota Statutes, section 326B.121. (Enforcing the Minnesota State Building Code by ordinance automatically includes and requires enforcement of the Minnesota Plumbing Code.)			
Copies of the above required ordinances must be submitted with this application to be considered.			

3. AGREEMENT

Upon approval of the application by the commissioner, the municipality agrees (see Minn. Stat. § 326B.43, subd. 2):

1. To review plumbing plans and specifications for all construction for which requires review and approval of plumbing plans and specifications per Minnesota Rules, part 1300.0215, subpart 6, except all plumbing plans and specifications for the following types of projects (state) within the municipality must be forwarded to the DLI for review:
 - a) State-licensed facilities (See Minn.Stat. § 326b.103, subd. 13);
 - b) public buildings (See Minn.Stat. § 326b.103, subd. 11); and
 - c) projects of a special nature for which department review is requested by either the municipality or the state. (E.g., Dialysis facilities are an example of projects of a special nature that is reviewed by the state.)

Where the municipality forwards to the state for plan review, the municipality shall not collect any fee for plan review, and the commissioner shall collect all applicable fees for plan review.
2. The plan review will:
 - a) Reflect the degree to which the plans and specifications affect the public health and conform to the provisions of the plumbing code;
 - b) ensure that there is no physical connection between water supply systems that are safe for domestic use and those that are unsafe for domestic use; and
 - c) ensure that there is no apparatus through which unsafe water may be discharged or drawn into a safe water supply system.
3. Individuals who perform the plumbing plan reviews for the municipality have passed a competency assessment reviewing plans and specification, are approved by the commissioner and are:
 - a) Licensed master plumbers;
 - b) licensed professional engineers; or
 - c) individuals who are working under the supervision of a licensed professional engineer or licensed master plumber and who are licensed master or journeyman plumbers or hold a postsecondary degree in engineering.
4. To perform all inspections for projects in which they plan review. Individuals who conduct the plumbing inspections for the municipality are licensed master or journeyman plumbers, or inspectors meeting the competency requirements established in rules adopted under section 326B.135, except for individuals who conduct plumbing inspections for the DLI (state) projects listed in item 1 above must be licensed plumbers.
5. Individuals who conduct inspections and the plumbing plan reviews for the municipality shall not have any conflict of interest in conducting the inspections and the plan reviews.
6. To enforce in its entirety the plumbing code on all projects.
7. To keep official records of all documents received, including plans, specifications, surveys, and plot plans, and of all plan reviews, permits and certificates issued, reports of inspections, and notices issued in connection with plumbing inspections and the review of plumbing plans. These records shall be maintained in the official records of the municipality for the period required for the retention of public records under Minnesota Statutes, section 138.17, and shall make these records readily available for review at the request of the commissioner.
8. That the municipality does not have in effect the plumbing code or any of ordinances described in Section 2 above at any time after the agreement has been approved, the municipality will notify the commissioner in writing in advance or within 10 days of the changes if advance notice is not possible.
9. If the commissioner determines that the municipality is not properly administering and enforcing the plumbing code or is otherwise not complying with the agreement the commissioner may terminate the agreement in accordance with Minnesota Statutes, section 326B.43, subd. 2(l).
10. Not to revoke, suspend, or place restrictions on any plumbing license issued by the state.

Agreement Acknowledgement:

Andy Schreder	February 3, 2025	
NAME	DATE	MUNICIPAL BUILDING OFFICIAL SIGNATURE
Joan Heinen	February 3, 2025	
NAME	DATE	CITY ADMINISTER OR CITY CLERK SIGNATURE

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354.
PPRA 7.11.2022

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

AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Agreement for Building Official Services ("Agreement") is entered into on this 3rd day of February 2025, by and between the City of Baldwin, a Minnesota municipality, 30239 128th Street NW, Baldwin, Minnesota 55371 ("Jurisdiction") and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23306 Cree Street NW, Suite 103, St. Francis, Minnesota 55070 ("Contractor"). The Jurisdiction and the Contractor may hereinafter be referred to separately as a "party" or collectively as the "parties."

RECITALS

WHEREAS, the Jurisdiction needs professional services to fulfill the needs of their building inspection services pursuant to Minn. Stat. § 326B.133; and

WHEREAS, the Contractor has substantial experience as a Building Official and providing building department services implementing the State Building Code and is otherwise qualified to assist the Jurisdiction on an as needed basis for the same; and

WHEREAS, the Jurisdiction desires to continue to contract with the Contractor to act as the Designated Building Official and/or provide building inspection services for the Jurisdiction which was first effective on April 1, 2022; and

WHEREAS, the Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licensing of any kind that may be required to carry out said business and the tasks as set forth in this Agreement; and

WHEREAS, the Contractor is an independent contractor and may be engaged to perform the same or similar activities for other municipalities during the Term of this Agreement and the Contractor shall not work solely on behalf of the Jurisdiction.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and covenants made herein, it is agreed as follows:

1. **Services.** The Contractor shall provide services to the Jurisdiction for the prices set forth on Exhibit A attached hereto (the "Services"). The Contractor shall perform the Services in the capacity of a Certified Building Official, at the direction of the City Clerk/Treasurer, under Minn. Stat.

§326B.133, in accordance with the Minnesota State Building Code, applicable Jurisdiction Ordinances, and applicable Minnesota law. The parties understand that all transportation expenses incurred while performing the Services shall be the responsibility of the Contractor. The Contractor reserves the right to change the prices and services offered in Exhibit A. The Contractor shall provide the Jurisdiction sixty (60) days written notice in advance of any such proposed changes. The Jurisdiction agrees that while performing the Services, the Contractor is acting as a public official on the Jurisdiction's behalf.

2. **Term.** This Agreement shall commence on the date written above and be renewed automatically each calendar year (referred to herein as the "Term"), unless terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.
3. **Performance.** The Contractor shall complete the performance of building inspection services in accord with the conditions described in this Agreement. If any additional work outside the scope of building inspection services is contemplated, the parties will mutually agree to the parameters of the additional work and anticipated costs as well as timeframe for completion. The Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. If any work is requested outside of the scope of the Services set forth in Exhibit A, such work shall not commence until the parties agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement.
4. **Indemnification, Hold Harmless, and Defend.** Any claims that arise against the Contractor, its agents or employees as a consequence of any act of malice and without good faith on the part of the Contractor or its agents or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act of malice and without good faith of the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the Jurisdiction of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code.

Nothing in this Agreement shall constitute a waiver by the parties of any statutory limits or immunities from liability, including but not limited to MN Rules 1300.0110, Subpart 9, and Minnesota Statute §466.04.

5. **Duties and Powers of the Building Official.** As provided by Minnesota Administrative Rules 1300.0110, the Jurisdiction does hereby appoint Rum River Consultants as its Designated Building Official. The Contractor shall have all powers and duties afforded under Minnesota laws, including those in the above Rule, and all powers of the Designated Building Official shall extend to the Contractor's employees.

6. **Independent Contractor.** The Contractor shall perform the Services as an independent contractor of the Jurisdiction, and not as an employee. No withholdings or deductions shall be made from payments due to the Contractor. The Contractor shall not be eligible for benefits, workers compensation, or unemployment benefits. To the extent allowable by law, the Contractor may subcontract the performance of certain administrative or other duties under the Agreement. The Contractor shall be responsible for the performance of all subcontractors.

7. **Insurance.** During the entire term of this Agreement, the Contractor shall maintain the following and will provide the Jurisdiction with evidence of the same upon request: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limit of at least \$1,500,000; and (3) Workers' compensation insurance. If the Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation, the Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts the Contractor from having to carry such coverage. If the Contractor is required by law to carry workers' compensation insurance, the Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Jurisdiction that the Contractor maintains insurance coverage pursuant to the terms of this Agreement. Jurisdiction shall be named as an additional insured on the commercial general liability insurance policy, providing proof of the same to Jurisdiction upon request.

8. **Warranty of Workmanship and Timely Completion.** The Contractor warrants that all work completed for and within the Jurisdiction shall be done in a workmanlike and timely manner in accordance with applicable industry standards. If the Jurisdiction receives complaints or comments regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

9. **Amendments.** Any alterations, variations, modifications, or changes of any provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the parties.

10. **Regulatory Compliance.** The Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Contractor is responsible. The Contractor shall procure, at the Contractor's expense, all licenses, or other rights required for the provision of the Services. Any violation of federal, state, or local laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license, permit, or certification by the Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle the Jurisdiction to terminate this Agreement effective as of the date of such violation, failure, or loss.

11. **Data Practices Compliance.** The Contractor will have access to data collected or maintained by the Jurisdiction to the extent necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the Jurisdiction in the same manner as the Jurisdiction is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Jurisdiction. Upon termination of this Agreement, the Contractor agrees to return all data pertaining to the Jurisdiction within sixty (60) days of Agreement termination.

12. **Termination.** Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. In the event of a material breach, the Agreement may be terminated with ten (10) days written notice to the other party. In the event the Jurisdiction elects to terminate based upon an alleged material breach of the Agreement by the Contractor, the Contractor shall have ten (10) days (or the least amount of time reasonably necessary if longer than ten (10) days) to cure the breach.

13. **Billing and Payment.** Invoices shall be submitted periodically (customarily monthly) and are due and payable within thirty-five (35) days of receipt by the Jurisdiction. Past due balances may accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

14. **Choice of Law and Venue.** This Agreement is being executed in and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with Minnesota law. The parties hereto consent and agree that any legal action arising from or related to the Agreement shall be in Anoka County District Court, State of Minnesota.

15. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

16. **Merger.** The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions between them.

17. **Subject to Audit.** In accordance with Minnesota law, the Contractor agrees that all books, records, documents, and accounting practices directly related to the use of public funds under this Agreement are subject to examination by the Jurisdiction and either the Legislative Auditor or State Auditor, as applicable, for a period of at least six (6) years from the termination of this Agreement. If the Jurisdiction requests the State Auditor to perform the audit, the Jurisdiction shall bear the cost. If the Contractor requests the State Auditor to perform the audit, the Contractor shall bear the cost.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of email, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement, both in duplicate, on the day and year first above written.

JURISDICTION

Jay Swanson, Mayor

ATTEST:

Joan M. Heinen, City Clerk/Treasurer

CONTRACTOR

Andy J. Schreder, Chief Building Official & Owner

Exhibit A

Services

1. Building Official Designation for Inspection Services and Additional Requested Work.

- A. Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 80% plan review fees and 70% permit fees due to the Contractor as calculated in accordance with the fee schedule which is reviewed by the Contractor and adopted by the Jurisdiction following the Contractor's recommended changes.
- B. The Contractor 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.
- C. The Contractor will submit invoices for Plan Review and Permit Fees following the issuance of the permit.
- D. All projects for which the Contractor has been paid will be the responsibility of the Contractor for all site inspections and documentation required until the completion of the work and satisfactory inspections.
- E. The Contractor will receive 100% of investigation fees, re-inspection fees, site inspections (typically no charge for project development inquiries), repetitive plan reviews (as identified by MN Rules 1300.0160, Subpart 5), reissued permits, septic maintenance/pumping/operation permit fees, moved-in building fees, manufactured home fees, temporary certificate of occupancies, copying, postage, and hourly fees.
- F. No additional charge to meet twice with property owners or developers, either in-person or virtually, regarding building codes in preparation of an impending application for building inspection services. If additional meetings are required after two meetings, an hourly rate of \$85.00 per hour will be billed to the Jurisdiction. 2-hour minimum if meetings are in-person. 1-hour minimum if meetings are held virtually.

- 2. Fire Code Official Designation.** If the Contractor is designated as the Jurisdiction's Fire Code Official and/or provides fire code related inspections and enforcement, an hourly rate of \$85.00 per hour will be billed to the Jurisdiction. Fire Code Official services include:

- A. Fire site pre-plan reviews and inspections on new construction
- B. Fire damage assessment inspections
- C. Annual assemblies and hazardous occupancies inspections
- D. Hazardous materials reviews and inspections
- E. Storage materials, high pile storage, reviews, and inspections
- F. Tents, canopies, and temporary structures reviews and inspections
- G. Above and underground fuel tanks reviews and inspections
- H. New tenant fire reviews and inspections
- I. Fireworks sales reviews and inspections

3. Minimum Permit and Plan Review Fees.

- A. A minimum fee of \$75.00 shall be payable to the Contractor for a permit of any type where the Contractor involvement is required.
- B. Where plan review is performed on any permit, a minimum plan review fee of \$50.00 shall be payable to the Contractor.

4. State Delegation.

- A. The Contractor may provide Plan review for Public Buildings and State Licensed Facilities per MN Statute 326B.103 at a rate of 85% of the plan review fees collected in accordance with the Jurisdiction's adopted fee schedule. The Contractor is also authorized to bill the jurisdiction an additional 85% of the permit fee collected with a minimum fee of \$300.00.
- B. The Contractor may provide Fire Sprinkler/Alarm plan review and other Fire inspection services for Public Buildings and State Licensed Facilities at a rate of 85% of the plan review fees collected in accordance with the Jurisdiction's adopted fee schedule and 85% of the permit fees collected in accordance with the Jurisdiction's adopted fee schedule with a minimum fee of \$300.00.
- C. The Contractor may provide Mechanical Plan Review and Inspections for Public Buildings and State Licensed Facilities at a rate of 85% of the plan review fees collected in accordance with the Jurisdiction's adopted fee schedule and 85% of the permit fees collected in accordance with the Jurisdiction's adopted fee schedule with a minimum fee of \$300.00.

- 5. **Plumbing Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of "administrative authority" as defined in the Minnesota State Plumbing Code

4714.0203 for plumbing plan review for commercial construction and remodel work as found in Minnesota Rules 1300.0215, Subp. 6 and Minnesota Statute 326B.43, Subp. 2. The Contractor is authorized to bill the jurisdiction 85% of the plumbing plan review fees. The Contractor is also authorized to bill the jurisdiction 85% of the permit fee collected with a minimum fee of \$300.00.

6. **Fire Sprinkler/Alarm Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in MN Statute 299F.011 for plan review and inspection services for new and remodel commercial work related to fire sprinkler and alarm systems. Permits are required as specified by Section 105 of the MN State Fire Code. The Contractor is authorized to bill the jurisdiction 85% of fire sprinkler and alarm system plan review fees. The Contractor is also authorized to bill the jurisdiction 85% of the permit fee collected with a minimum fee of \$300.00.
7. **Septic Systems.** The Contractor may provide system design review and inspection services for residential and commercial septic systems.
 - A. New residential septic systems, the Contractor is authorized to bill the jurisdiction at a rate of \$350.00.
 - B. Residential tank replacement and holding tank systems, the Contractor is authorized to bill the jurisdiction at a rate of \$175.00.
 - C. The Contractor is authorized to bill the jurisdiction for review and inspection services for new commercial and alteration/repair commercial septic systems, in accordance with Minnesota Statute 326B.153, Subdivision 1. The minimum fee for all new commercial septic systems will be \$350.00.
 - D. The Contractor will receive 15% of permit fees captured on all advanced septic systems which must be contracted out by the Jurisdiction.
8. **After Hours Work.** Inspections and/or other meetings requested outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm), or agreed upon work schedules, will be billed at \$150.00 per hour with a 2-hour minimum. These terms can be applied to emergency disaster response and the evaluation of buildings after natural or manmade disasters.
9. **Jurisdiction Meeting Attendance Provisions.**
 - A. The Contractor may attend:

- i. Up to two (2) City Council meetings annually at no charge to the Jurisdiction.
- ii. Up to one (1) staff meeting monthly without incurring charges to the Jurisdiction. This includes meetings pertaining to commercial projects, developments, comprehensive planning, zoning, rental program management, and property maintenance (code compliance) administration.

B. Beyond the aforementioned provisions, additional meetings will incur charges at a rate of \$85.00 per hour. A minimum charge of two (2) hours applies for in-person meetings and one (1) hour for virtual meetings.

10. Transportation Costs. The Contractor shall provide transportation to meetings and site inspections within the Jurisdiction at no additional cost.

11. Zoning Supplemental Services.

A. If the Jurisdiction requests the Contractor provide zoning supplemental services on an as-needed basis, the rate charged will be \$85.00 per hour. The following services are available:

- i. Answer zoning district questions such as setbacks and allowable uses.
- ii. Review of preliminary site plans.
- iii. Review and completion of zoning letter requests.
- iv. Review and administration of variance, interim use, and conditional use permits.
- v. Review and administration of site completion agreements or building permit escrow agreements.

B. If the Contractor is requested to perform a zoning review in tandem with a building permit, the plan review fee will be charged at a rate of 90%.

C. If the Contractor is requested to perform a plan review or site inspection related to a Jurisdiction issued zoning permit, the following rates will apply:

- i. Zoning Permit: Either 70% of the permit fee as calculated in accordance with the fee schedule, or \$100.00, whichever is greater.
- ii. Zoning Plan Review: Either 80% of the plan review fee as calculated in accordance with the fee schedule, or \$75.00, whichever is greater.

12. Property Maintenance & Code Compliance. If the Contractor is requested by the Jurisdiction to perform code compliance administration and nuisance abatement services, including but not limited to issuing stop work orders, addressing work without a permit, conducting site completion agreement/escrow inspections, or any other type of investigation inspection, the following terms shall apply:

- A. Hourly Rate: All services related to code compliance administration and nuisance abatement will be charged at a rate of \$85.00 per hour. This rate covers all activities including inspections, verbal and written correspondence, preparation for and attendance at meetings, hearings, and court testimony.
- B. Inclusions: The hourly rate includes all necessary inspections, communication (both verbal and written), and preparation for and participation in meetings, hearings, and court proceedings. If additional services or extraordinary circumstances arise, such as expert witness testimony or extended legal proceedings, these may be subject to additional charges, which will be communicated and agreed upon in advance.
- C. Billing and Documentation: The Contractor will invoice the Jurisdiction on a regular basis, providing detailed time logs and descriptions of the services performed. This ensures transparency and allows for verification of charges.
- D. General Provisions: The Contractor will maintain confidentiality and comply with all applicable laws and regulations in the performance of these services. Both parties agree to cooperate fully and communicate promptly to ensure effective administration and resolution of code compliance and nuisance abatement issues.

13. Other Services Not Identified. If the Contractor is requested for a service not identified in "Exhibit A", the rate charged is \$85.00 per hour.

Cemetery Processes

1. A person comes in inquiring about purchasing a cemetery plot.
2. Find out if the person is a current resident of Baldwin.
3. Give the person/resident the green cemetery pamphlet
4. Go over cost with person/resident
 - a. \$500 for residents
 - b. \$700 for non-residents
 - c. \$25 cemetery permit for monument marking (payable to Sexton)
5. Give person/resident Cemetery Sexton's phone number. They will need to contact the Sexton in order to find out which plots are still available.
6. ***Sexton comes in with resident/person buying a plot***
7. Fill out Bill of Sale and notarize, get check, make copies of the check, receipt and Bill of Sale. **Give a copy of rules and regulations to the buyer.**
8. Fill out Deed. Make copies of everything. Originals stay at the City Hall, the purchaser gets a copy, and the Sexton gets a copy.
9. If there is no file, make one. The file is only listed as the last name of the purchaser and put in alphabetical order in the cemetery file cabinet.
10. In computer, entry is under—
 - N- Last name
 - O- First name
 - P- Address
 - Q- Phone number
 - R- Date of purchase
 - T – Amount Paid

Burial Information – After Burial

1. The family or the funeral home will contact Sexton when they need a burial. If the family or funeral home contacts the Town Hall, give them the Sexton's phone number.
2. The funeral home will send a Disposition to the Sexton.
3. The Sexton will bring the Disposition to the Town Hall after the burial. This will have the information on where the person was buried (EXAMPLE: Block, Lot, and Site)
4. See if there is an obituary, make a copy and attach it to the Disposition to put in the file. Sexton also gets a copy of the obituary.
5. Enter all information in the computer under the Cemetery Excel Spreadsheet. Make sure to fill out all information A- M and S if applicable. All the below information can be found on the disposition or the obituary.
 - A – Burial Type (Vault, Rough Box, Cremation)
 - B – Last Name
 - C – First Name

D – Middle Name or Initial
E – Date of Birth
F – Date of Death
G – Date of Burial
H – Block (Already in spreadsheet)
I – Lot (Already in spreadsheet)
J – Site (Already in spreadsheet)
K – Place of Birth
L – Place of Death
M – Funeral Home
S – Veteran (Fill out rank)

6. In the white binder, Block – Lot – Site, write name, date of death and date of burial. Also write this in the ABC section of the binder (Name, Date of death, Date of Burial).

7. If there is no file, make one. The file is only listed as the last name of the purchaser and put in alphabetical order in the cemetery file cabinet. (NOTE: There can be multiple burials in the same folder as the purchaser could have purchased multiple plots. If the last name of the deceased is different than the purchaser, make a new file with their last name. You can also put a copy of their information in the folder of the purchaser.)

8. Put all paperwork (disposition and obituary) into the file titled with the last name of the purchaser and put in the proper location in the file cabinet (alphabetical order).

Transfer of Ownership

If a purchaser wants to transfer plots – contact Sexton first with the purchaser's information.

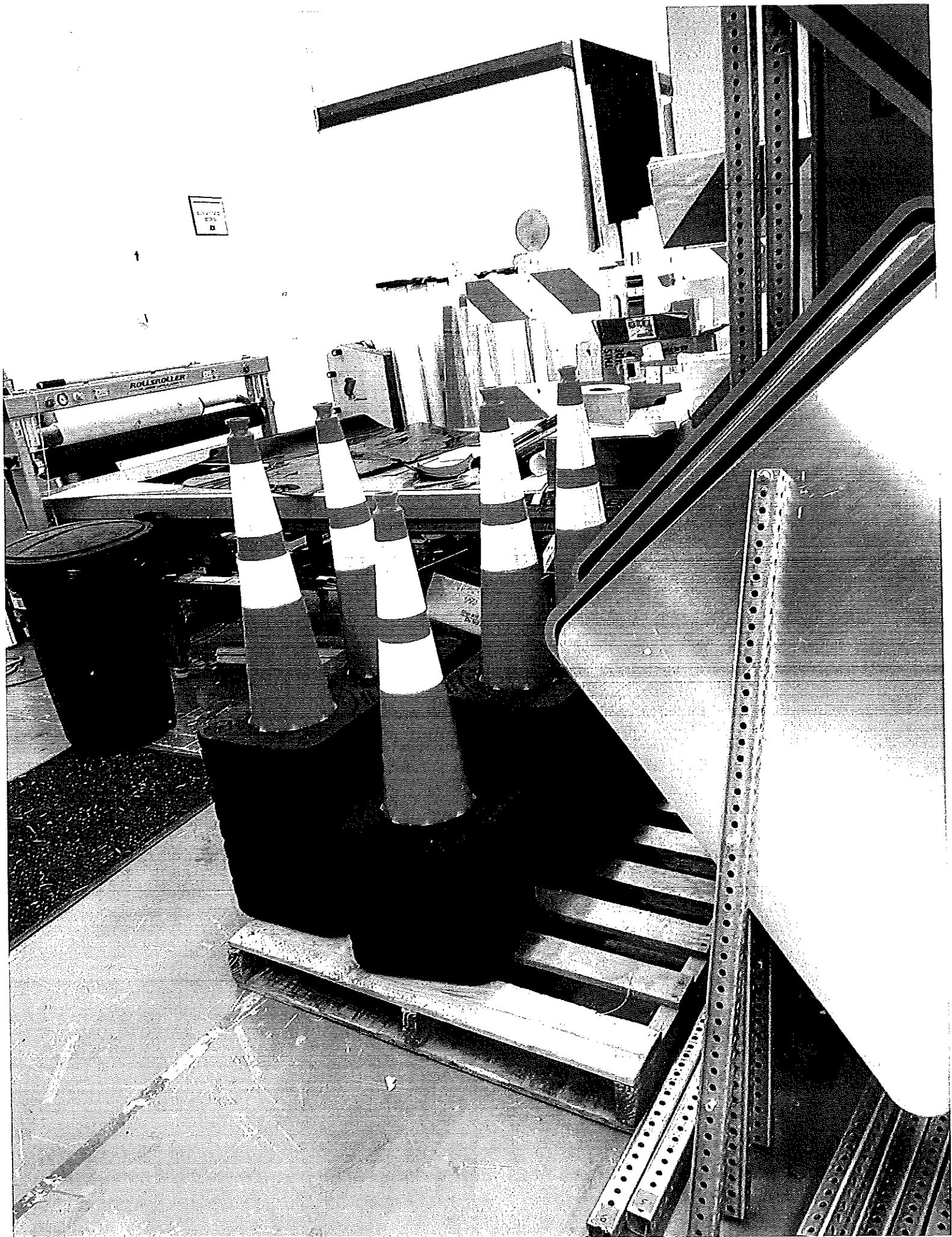
Sexton will contact the purchaser to schedule a time when the purchaser, the transfer, the sexton, and clerk can meet at City Hall.

Fill out the Transfer of Ownership sheet and notarize.

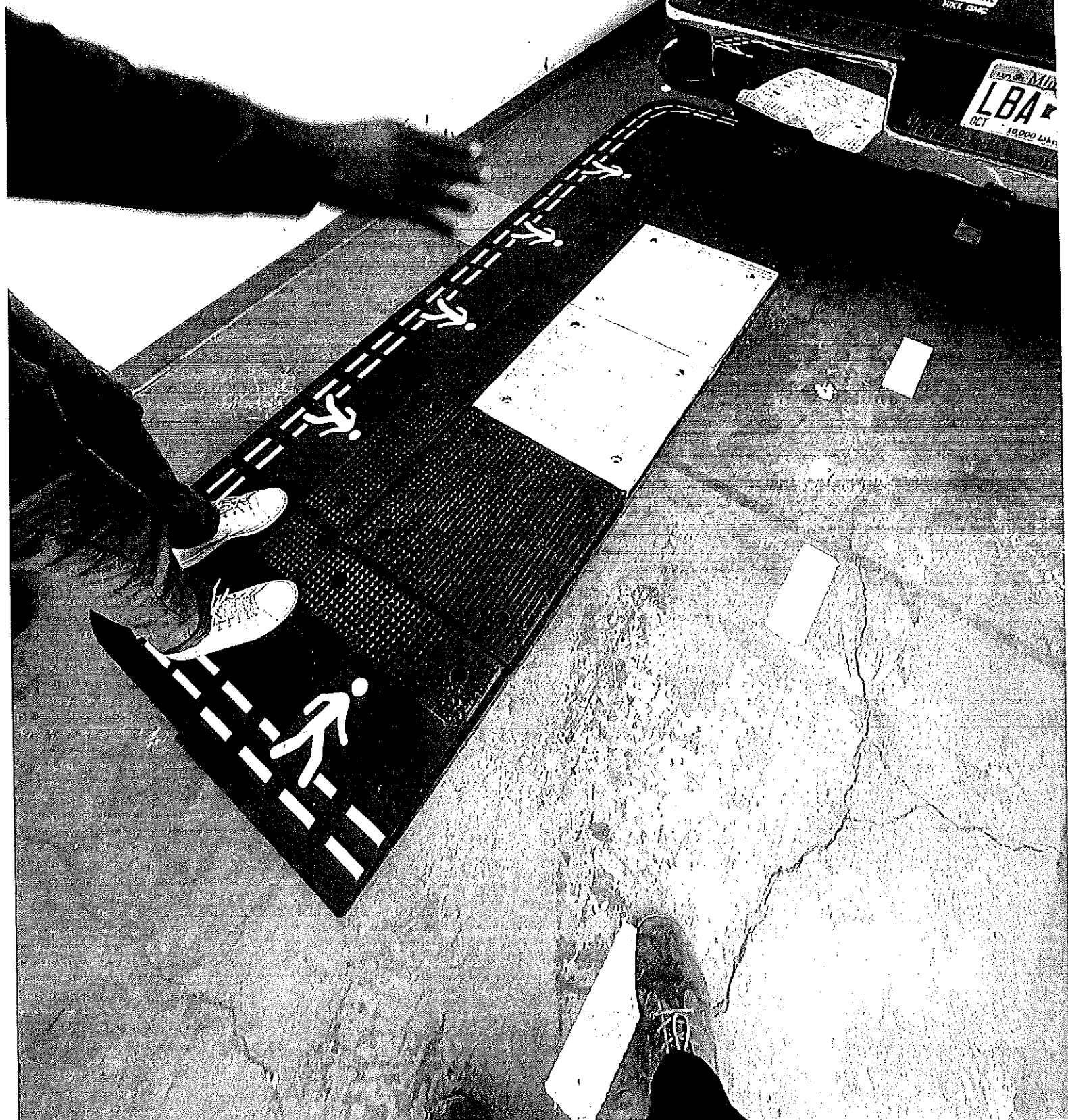
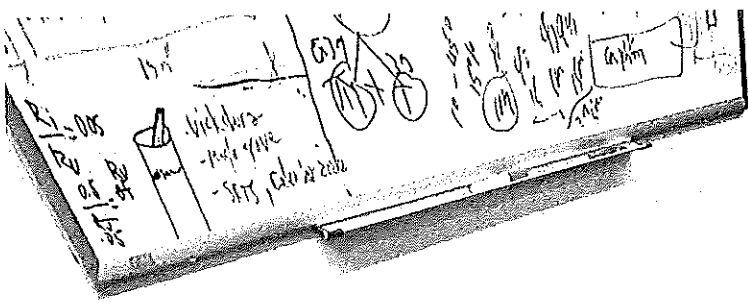
Make copies for the purchaser, the transfer, the sexton. Original will stay with Clerk.

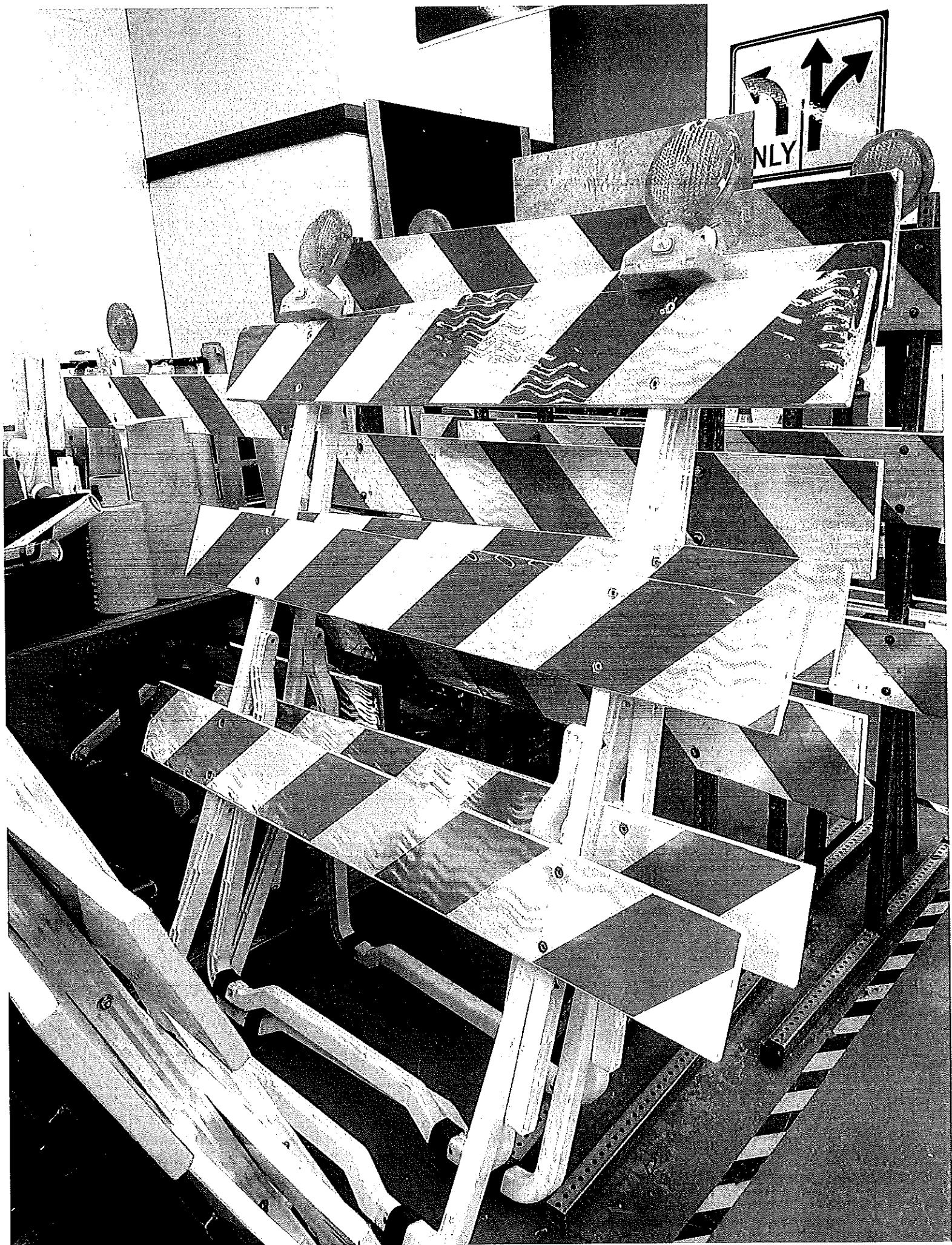
Change the ownership in the computer.

Put a copy of the transfer of ownership in both files, for the purchaser and the transfer.









Baldwin City Hall Audio Video

I met with and received proposals from three different vendors on building out the Baldwin City Hall audio/video system.

Project scope:

- Wireless tabletop microphones for Council Members and Podium
- Speakers and amplifier for audience to hear City Council and Podium better
- Connections for a new large wall Monitor/TV behind the Council
- Overhead Pan/Tilt/Zoom camera for meeting video recordings
- Dedicated video recording device that has live stream capabilities
- System needs to be scalable and able to be moved should Baldwin builds a new City Hall

The vendors are:

EPA Audio and Visual out of Rockford MN

The County has worked extensively with EPA at the Government center. EPA has built out the County Board Room, Jury Assembly Room, and the Maple Conference room.

Lelch Audio Video out of St. Louis Park MN

Lelch built out the Audio Video system at Big Lake Township and came highly recommended by the Town Clerk, Brenda. The County has not had any work done by Lelch.

Excel AV Group out of Brooklyn Park MN

Excel AV Group has done work in surrounding Cities and Towns. The County has not had any work done by Excel AV Group

Proposals

All vendors submitted proposals for audio video systems that would meet the needs of the city. All three systems are designed to be movable when a new City Hall is built in the future. The proposals presented by EPA and Lelch are very similar and represent a very simple to use system. The Excel AV group proposal includes some additional functions and equipment that were beyond the original scope. The additions are well thought out and would enhance the systems capabilities, but also makes it a little more complicated to use for staff and come with an increased cost.

Recommendation

The Excel AV Group's proposal was the most expensive and something that I felt was overkill for Baldwin's needs. While very well designed, I can not recommend moving forward with their proposal.

I am very comfortable with the proposals that both EPA and Lech submitted and recommend them both equally for consideration. I do have some bias towards EPA as I have worked with them extensively on projects at the Government Center.

One item to note is that Lech included the price for a new large monitor in their quote while EPA assumed that Baldwin would purchase the monitor themselves.

Final thoughts

There likely will be some additional costs for this project that should be considered or set aside. To add the larger screen on the back wall, some electrical work may need to be done to add new outlet(s)

Adam McAlister

Sherburne County IT Project Manager



PROJECT PROPOSAL

DATE: December 2, 2024

SUBJECT: Council Chambers rev2

CONTRACT: UNIVERSITY OF MINNESOTA #U140.7

Baldwin Township
30239 128th Street NW
Princeton, MN 55371

PROJECT ADDRESS:

Baldwin Township
30239 128th Street NW
Princeton, MN 55371

Adam McAlister
(763) 765-3216
Adam.McAlister@co.sherburne.mn.us

PREPARED BY:

EPA Audio Visual, Inc.
7910 Highway 55
Rockford, MN 55373
(763) 477-6931
www.epaaudio.com

Account Manager:
Nate Elam

Systems Engineer:
Matt Peterson

SUBJECT: Council Chambers rev2

Baldwin Township - Adam - Council Chambers - 120224 rev2

Based on the information given and site visit, we have prepared this proposal to install the audio visual system at Baldwin Township. This proposal includes the scope of work, system costs, standard warranty, scheduling, and implementation.

EPA Audio Visual, Inc. is a premier communication technology integration firm. We specialize in design and design/build A/V solutions as well as A/V technology upgrade solutions for integrated multimedia presentation systems, audio systems, distributed media, video conferencing, and portable systems.

**Initial Project Proposal: 05/06/2024*

***Revision 2, 12/02/2024: Wireless microphones, additional monitor and recording system.*

Scope of Work

Council Chambers rev2:

During the proposed installation EPA Audio Visual, Inc. will be incorporating a presentation and conferencing system into the Council Chambers at Baldwin Township.

Video:

- A 75" display will be wall-mounted at the front of the room.
- The existing 55" display will remain in place and will be added to the system to mirror the larger 75" display located on the front wall.
- Input sources will include a dedicated PC with digital output which will be used to present to the displays.
- System aspect ratio will be formatted for 16:9 with a maximum display resolution of 4K/UHD.

Conferencing/Recording:

- A PTZ camera will be wall-mounted and will capture the dais location.
- The camera will be extended to the computer and recorder locations.
- Eight (8) wireless tabletop gooseneck microphones will be installed to provide speech pick-up to the far end only during conferencing and will also provide voice lift for the audience locally in the room.
- Seven (7) microphones will be used for the council members and the other one (1) will be used at the podium for a presenter microphone.
- The microphones will be used for speech reinforcement within the space as well as provide speech pick-up to the far end.
- The recorder will sit above the equipment rack on top of the table and will have a single button to start/stop the recordings. This recorder will record the video from the camera and all microphone audio.

Audio:

- An audio DSP will be installed to route, balance, and equalize audio within the room.
- The audio DSP will also accommodate web conferencing.
- Two (2) front-firing speakers will be wall-mounted and provide stereo audio and speech reinforcement within the space.
- Seven (7) microphones will be used for the council members and the other one (1) will be used at the podium for a presenter microphone.
- A rack-mounted amplifier will power the speakers within the space.
- Local speech reinforcement is a part of this system.

Control:

- A tabletop control panel will be located above the rack location.
- Functions will include microphone audio level control and volume control.
- The control system will not be on the customer's building network.

Equipment Rack:

- A 14-RU freestanding rack will be located under the counter in the space.

Notes:

- *Construction and electrical requirements necessary to complete this project are not included in the proposal. A general and electrical contractor may have to be contracted by the owner.*
- *Customer will need to provide a quad receptacle at the rack, and display locations.*
- *Customer will need to provide network connections at appropriate locations.*
- *Customer will need to provide conduit/cable pathway for specified locations.*
- *For proper configuration of web conferencing, access to the owner's preferred conferencing software (Teams, Zoom, etc.) and the audio conference call bridge (if used) will be required during EPA's testing and commissioning. If this support cannot be provided at the time of the scheduled installation, return visit(s) and supplementary installation labor will be incurred, at owner's expense, for the amount of time required to finalize the system.*
- *A USB 3.0 capable device is required for use of the to-be-installed web conferencing bridge. If this device cannot be provided at the time of the scheduled installation, return visit(s) and supplementary installation labor will be incurred, at owner's expense, for the amount of time required to finalize the system.*
- *EPA is not responsible for the functionality of existing equipment or faulty infrastructure incorporated into the newly installed system.*

System Implementation

EPA provides a turnkey audio visual system, including equipment, materials, testing, training and warranty. Installation includes engineering, labor, and hardware for display, audio, video, control systems, equipment rack, equipment mounting, plates, panels, connectors and cables. The following items are dependent on project requirements:

Application Engineering:

- Meet with the client's representatives to answer questions during proposal and project reviews.
- Develop and review equipment lists and scope of work to ensure functionality of proposed system.
- Advise conduit and electrical requirements when applicable.
- Review architectural, electrical, and millwork drawings.
- Recommend or review acoustical changes or requirements.
- Provide speaker placement for proper coverage.

Project Management:

- Meetings with client's technical/contract representatives to answer questions and/or resolve issues.
- Coordinate installation process, system implementation, monitoring, and submittal review with client and their contractors.
- Stage equipment and materials at our location.
- Submit owner's manuals and equipment documentation upon request.
- Supervise end user training on systems.

Installation Labor:

- Terminate and label AV system cable that is part of our project.
- Mount/rack AV equipment as specified in the scope of work.
- Adjusting and balancing audio gain settings, equalization, and DSP configuration.
- Assure that the system meets design criteria and functions per the scope of work.
- Site clean-up, disposal of packaging, etc. This does not include existing equipment recycling.
- Pricing is based upon standard business hours of 8:00 a.m. until 4:30 p.m. CST Monday through Friday. Second and third shifts may require additional labor unless a prior agreement has been made.
- Proposed labor assumes all rooms and impacted spaces will be available during the entirety of the project to allow for consecutive scheduling and uninterrupted access.

Exclusions:

- All conduit, high voltage wiring, breakers, relays, boxes, receptacles, etc.
- Building, site construction, or demolition.
- Concrete cutting, core drilling etc.
- Sheet rock replacement or repair necessary for implementation of AV system.
- Ceiling tile or grid work removal or replacement.
- All millwork (moldings, trim, etc.).
- Permits, bid bonds, performance/payment bonds, etc. (unless specified in contract).
- Painting or refinishing necessary for implementation of AV system.

System Costs

The system costs include the provision of equipment, hardware, cable, connectors, etc., as well as all engineering, project management, and field installation labor necessary to provide a complete operational system as described above.

Video Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Sony	FW-55BZ30L, 55" 4K/UHD HDR Pro Bravia Display 440 nit			Existing	Existing
1	Chief	LTM1U, Large Fusion Micro-Adjust Tilt Mount			Existing	Existing
1	Sony	FW-75BZ30L, 75" 4K/UHD HDR Pro Bravia Display 440 nit	2,570.00	17%	2,133.10	2,133.10
1	Chief	XTM1U, X-Large Fusion Micro-Adjust Tilt Mount	494.00	32%	335.92	335.92
1	Liberty	DL-HD14-H2, 18G 4K60 4:4:4 1x4 HDMI Splitter	193.00	32%	131.24	131.24
2	Crestron	HD-TXC-4KZ-101, DM Lite 4K60 HDMI CATx Tx & Control	430.00	40%	258.00	516.00
2	Crestron	HD-RXC-4KZ-101, DM Lite 4K60 HDMI CATx Rx & Control	430.00	40%	258.00	516.00
2	Liberty	HALO-HC01M, 3' High Speed 18G HDMI Cable	24.94	32%	16.96	33.92
2	Liberty	HALO-HC02M, 6' High Speed 18G HDMI Cable	28.94	32%	19.68	39.36
1	Liberty	INT-USB2-50CWP, USB 2.0 High Speed Client / Remote	166.94	32%	113.52	113.52
		Side Extender Wall Plate				
1	Liberty	INT-USB2-50H, USB 2.0 High Speed Host / Local Side	115.26	32%	78.38	78.38
		Extender				
1	Liberty	E-USBAB-3, 3' 2.0 USB-A to USB-B	5.18	32%	3.52	3.52

Conferencing Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Aver	AVR-CAM570, 4K Dual Lens PTZ USB Conferencing Camera	1,899.00	7%	1,766.07	1,766.07
1	Luxul	XPE-2500, PoE+ Injector	65.00	25%	48.75	48.75
1	Vaddio	440-1015-030, 98' USB 3.2 Type B to A Active Optical Cable Plenum	927.00	15%	787.95	787.95
1	Miscellaneous	Dedicated PC w/Digital Output			Existing	Existing
1	Crestron	HD-TXC-4KZ-101, DM Lite 4K60 HDMI CATx Tx & Control	430.00	40%	258.00	258.00
1	Crestron	HD-RXC-4KZ-101, DM Lite 4K60 HDMI CATx Rx & Control	430.00	40%	258.00	258.00
1	Liberty	HALO-HC01M, 3' High Speed 18G HDMI Cable	24.94	32%	16.96	16.96
1	Liberty	HALO-HC03M, 10' High Speed 18G HDMI Cable	36.98	32%	25.15	25.15
1	Epiphan	ESP1610, Pearl Nano Recorder	1,999.00	6%	1,879.06	1,879.06

Audio Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Crestron	AMP-X500, 2-Channel Power Amp 500W 4/8Ω or 70/100V	1,500.00	40%	900.00	900.00
1	Biamp	TesiraFORTÉ DAN VT, DSP: 12(AEC) in x 8 out w/Phone & SIP VoIP	5,170.00	39%	3,153.70	3,153.70
2	JBL	Control 25-1-WH, Compact Indoor/Outdoor Speaker (White)	242.13	29%	171.91	343.82
8	Shure	MXW8--Z10, Desktop Base Transmitter (Requires Gooseneck)	910.00	28%	655.20	5,241.60
8	Shure	MX410LP/C, 10" Desktop Base Gooseneck Microphone w/LED	352.00	28%	253.44	2,027.52
1	Shure	MXWAPT8--Z10, 8-CH Access Point Transceiver	5,334.00	28%	3,840.48	3,840.48
2	Shure	MXWNCS8, 8-Port Networked Charging Station	2,780.00	28%	2,001.60	4,003.20

Media Control System:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Biamp	TEC-X 1000, 6-Button Controller w/Knob	672.00	39%	409.92	409.92
1	Biamp	TEC-X-TM, TEC-X Table Mount	244.00	39%	148.84	148.84
1	Netgear	GS108PP-100NAS, 8-Port Gigabit Ethernet High-Power PoE+ Unmanaged Switch with FlexPoE (123W)	218.38	30%	152.87	152.87
2	Liberty	PC6B007BK, 7' Cat 6 UTP Patch Cable	7.20	32%	4.90	9.80

Equipment Rack:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Middle Atlantic	BRK14, 14 Space Laminate Equipment Rack	305.00	36%	195.20	195.20
1	Middle Atlantic	PD-815R-PL, Rack Mount Electrical Strip (Standard Front)	210.00	36%	134.40	134.40
2	Middle Atlantic	UFA-8-F2, 1RU 8"D RackShelf w/2RU Faceplate	89.00	36%	56.96	113.92
1	Middle Atlantic	IEC-18, IEC Power Cord, 18" (Single)	23.00	36%	14.72	14.72
8	Middle Atlantic	VT1, 1 Space Vented Blank Panel	27.00	36%	17.28	138.24
4	Middle Atlantic	TW12, Velcro® Cable Strap (Qty: 12)	25.00	36%	16.00	64.00

Summary	\$Totals
Equipment Total:	29,833.13
Installation Materials:	1,200.00
Installation Labor/Project Management:	9,435.00
Custom Programming:	N/A
Design/Engineering:	833.00
Shipping:	1,495.00
Project Total:	42,796.13

- Sales Tax not included, if applicable.
- This proposal is valid for 30 days. Thereafter it is subject to change.
- Proposed labor assumes all rooms and impacted spaces will be available during the entirety of the project to allow for consecutive scheduling. Change Orders will be executed if a project PO is already issued and changes to the schedule occur.

Payment Schedule

All payments are due Net-30 days from date of delivery on equipment with an active account. All others will be required to pay fifty percent (50%) upon order and the balance at completion of the project. If there is a delay in scheduling due to room availability, electrical, construction, etc., equipment will be billed at that time. Should delays occur with specific products from our vendors preventing the completion of a project, delivery and partial billing of any received equipment and/or labor shall occur or could be subject to manufacturer price increase. Payment(s) can be made in the form of EFT's, Check or Credit Card. If a Credit Card is used, it must be presented at the time of order and will be subject to a 3% processing fee. Credit Cards may not be used after a project has been invoiced on Net terms.

Remit and Order Address: (All payments must be mailed to address below)

EPA Audio Visual, Inc.
7910 State Hwy 55
Rockford, MN 55373

All Purchase Orders should be submitted to: Orders@epaaudio.com

Standard Warranty

- EPA warrants the audio visual system furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of one (1) year from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to EPA by the owner or their agent.
- Warranty applies only to equipment sold on contract through EPA Audio Visual, Inc. and does not include existing or owner-furnished equipment.
- EPA will provide a 24-hour support phone number. It will be determined at the time of the call if a service technician will be required to make a service call. If a service call is needed, a service technician will be sent to the owner's location within a reasonable amount of time.
- Warranty period on equipment shall start on the day of installation of equipment.
- Manufacturer's equipment warranties are of varying lengths (usually 90 days to 3 years).
- EPA will warrant equipment for the term established by the manufacturer.
- Warranty does not apply to any product that has been subject to misuse, neglect, accident, changes in external or internal settings, reconfiguration of the wiring, or operational error.
- Owner changes to network, computers, peripherals, voice/video servers, or infrastructure requiring the reconfiguration of the audio visual equipment after system deployment is not covered under the standard warranty.

Implementation Team

Nathan Elam, (763) 477-6931 will serve as your **Account Manager** and will provide primary coordination of systems and equipment recommendations and pricing for the project.

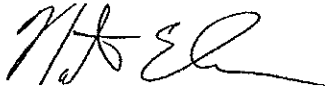
Matt Peterson, (763) 477-6931 will serve as **Project Engineer** and will oversee the various disciplines within the EPA team.

Other members of the EPA technical and administrative staff will be utilized as required for the project.

Summary

We are confident that our participation in your project will contribute to its success. We appreciate the opportunity to submit this proposal package and look forward to your authorization to proceed.

Sincerely,



Nathan Elam
Regional Sales Manager
EPA Audio Visual, Inc.

Customer or Authorized Representative:

Your signature below acknowledges you have read and agree to the stated proposed information and authorize EPA Audio Visual, Inc. to proceed with the project.

Signature

Print Name

Title

Date

Project Total: \$42,796.13

- **Sales Tax not included, if applicable.**
- **This proposal is valid for 30 days. Thereafter it is subject to change.**

Baldwin Township - Adam - Council Chambers - 120224 rev2

Copyright Notice: EPA hereby authorizes duplication of this material to the extent necessary in connection with the implementation and use of the system. However, any other duplication of this material in any form or format including, but not limited to, use for purpose of re-bidding the work with a competitor of EPA cannot be made without the advanced written permission of EPA.

- This proposal including its system design, function, and programming are solely owned by EPA.
- Copyright pertains to equipment list, design, function, drawings, graphics, overlays, programming, layouts etc. related to this proposal.
- Duplication includes photocopies, facsimiles, electronic transfer, etc.
- If extra copies of the document or drawings are necessary, a written request can be made to EPA Audio Visual, Inc.

Proposal

Created with care for City of Baldwin

Prepared by Amanda Earle
Council Room System

1/10/2025

Leich

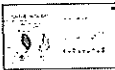


Table Of Contents

Cover Page	1
TOC	2
Locations	
Conference Room	3
Grand Totals	5

Conference Room

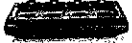
Display Devices

	1	Sony 75" Basic Bravia 4K HDR Basic Professional Display	\$1,350.00
	1	Tributaries Long-distance Active HDMI cable for in-wall wiring. 18 GBPS, Requires Power at the Display end.	\$506.00
	1	Wattbox WattBox 360 Rotating Male Power Cord - 90 Degree Angle - 6 Foot (Black)	\$34.56
	1	Chief Fixed wall mount, up to 960x450 mounting pattern. 1" depth, ADA conscious.	\$172.00
	1	Chief Locking accessory for ADA compliant Chief mounts	\$26.50

Mounts and Racks

	1	Strong Strong FS Series Rack System with DC Fans - 24" Depth - 15U	\$1,102.38
	4 Hour	Lelech Audio Video Clean Up Existing Wire Management	

Audio System

	2	Sonance White Professional Series 6.5" Surface Mount Speaker	\$526.00
	8	Shure 10" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Supercardioid	\$2,008.00
	8	Shure Microflex Wireless Gooseneck Microphone Base Transmitter	\$6,618.16
	1	Shure Microflex Wireless 8 Mic Access Point Transceiver	\$4,849.09
	2	Shure 8 Station Networked Charging Base (gooseneck base takes up 2 bays each)	\$3,972.00
	1	Crestron X-Series Amplifier, 75 W	\$525.00
	1	Shure Dante Audio Conferencing Processor With Intellimix AEC - 10-Input/4-Output	\$2,382.43

Distributed Video

	1	AVPro Edge AVPro Edge AC-DA-12X2 48Gbps 1x2 HDMI Distribution Amplifier	\$299.99
---	---	--	----------



- 1 Tributaries
HDMI to HDMI Video Cable - 48 Series 2M

Conferencing



- 1 AVer
12X 4K PTZ live streaming camera
Featuring Auto Tracking

\$2,499.99



- 1 Tributaries
Long-distance Active HDMI cable for in-wall wiring. 18 GBPS,
Requires Power at the Display end.

\$506.00



- 1 Datavideo
Single stream H.264 video encoder and recorder with HD-SDI and HDMI inputs.
Records onto an SD card. Selectable bit-rate for streaming and recording.

\$999.00

Networking



- 1 Netgear
8-port Gigabit Ethernet PoE+ Switch for AV

\$951.54

Surge & Power



- 1 WattBox
12 Outlet Rack Mount IP Controllable Power Conditioner

\$778.92



- 1 Wattbox
WattBox Rack Mountable Modular Faceplate Display - 800 Series

\$249.92

Structured Wiring

Lelech

- 1 Special Order
Miscellaneous Equipment Needed for Install - Surface mount Wire moulding for
concealment

\$200.00

Lelech

- 4 Lelech Audio Video
Pre Wire - Network

\$120.00

Lelech

- 2 Lelech Audio Video
Pre Wire - Speaker

\$94.00



Equipment Subtotal:	\$30,817.48
Labor Subtotal:	\$10,152.00
Misc Parts:	\$1,849.05
Project Management:	\$3,045.60
Engineering:	\$1,229.08

Sales Tax:	\$0.00
------------	--------

Total:	\$47,093.21
--------	-------------

City of Baldwin
Date: _____

Lelech, Inc
Date: _____



Proposal

AV Upgrades

City of Baldwin
Adam McAlister
13880 Business Center Drive NW
Elk River, MN 55330



Presented By:



Aufderworld Corporation
6701 Parkway Circle
Ste 101
Brooklyn Center, MN 55430 USA
763-233-7700
www.aufderworld.com

www.excelavgroup.com

Modified: 1/9/2025
Revision: 0

Aufderworld Corporation

AV Upgrades



- 4 **Biamp Systems CM20DTS 911.0631.900**
4.25" two-way thin edge design ceiling loudspeaker 100-70 volt / 20 watts, 16 ohms / 60 watts, white, front frame integrated neodymium magnets and shallow back can (priced individually, but sold in pairs)



- 2 **Biamp Systems Desono DX-S5-UB-W White 910.0332.900**
5" high output coaxial surface mount indoor/outdoor loudspeaker w/ HF compression driver. 8 ohm or 70V/100V operation, included aluminum U-bracket & water-tight ClickPlug, white (priced individually, but sold in pairs)



- 1 **Biamp Systems TesiraFORTEyX 1600? 0093.900**
TesiraFORT X 1600?



- 1 **Biamp Systems Voltera A 300.4 911.1949.900**
Four-channel, 300-watt analog amplifier



- 1 **Comprehensive CAT6-7BLK-10VP 808447075731**
Cat6 Snagless Patch Cables 7ft (10 pack) Black



- 1 **Comprehensive CHE-1 808447052985**
Comprehensive HDMI Extender over Single Cat5



- 1 **Comprehensive CHE-HDBTWP100K 808447081749**
Pro AV/IT HDBaseT 4K60 18G HDMI over CATx Single Gang Wall Plate Extender Kit up to 230ft



- 1 **Comprehensive CSW-404MEXTK 808447078206**
Pro AV/IT Integrator Series? 4x4 HDMI 4K 60Hz 4:4:4 Matrix Switcher with Control & HDMI Extension up to 230ft



- 1 **Comprehensive HD-4K-10SP**
Pro AV/IT Specialist Series High Speed 4K HDMI Cable 10ft



- 9 **Comprehensive HD-4K-3SP**
Pro AV/IT Specialist Series High Speed 4K HDMI Cable 3ft



- 2 **Comprehensive USB2-AB-6SP**
Pro AV/IT Specialist Series USB 2.0 A to b 480Mbps Cable 6ft

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025

Page 2 of 11

Aufderworld Corporation

- | | | |
|---|---|--|
|  | 1 | CRESTRON RMC4 6510418
4-Series Control System |
|  | 1 | CRESTRON TSW-1070-B-S 6510814
10.1 in. Wall Mount Touch Screen, Black Smooth |
|  | 1 | Excel Hardware & Labor
Labor and Materials |
|  | 1 | EXTRON 60-1594-01 SMP 111
Single Channel H.264 Streaming Media Processor |
|  | 1 | Intelix INT-USB2-50CWP
USB 2.0 EXTENDER CLIENT WP |
|  | 1 | Intelix INT-USB2-50H
USB 2.0 EXTENDER HOST BOX |
|  | 1 | Legrand AV /Luxul Wireless Inc. SW-505-24P-R
24 PoE+ 2 Combo RJ45/SFP Rear-Facing Ports - 1Gb L2/L3 Managed Switch,
US Power Cord |
|  | 1 | Legrand AV/ Chief CMS393 841872176307
16" ADJUSTABLE ON CENTER CEILING PLATE |
|  | 1 | Legrand AV/ Chief CSMP9X12 841872173467
PROXMOUNT PLATE9X12 |
|  | 1 | Legrand AV/ Chief FTR1U 841872168609
SMALL UNIVERSAL TILT MOUNT |
|  | 1 | Legrand AV/ Chief LCM1U 841872156170
SINGLE CEILING MOUNT LARGE BLACK |
|  | 1 | Legrand AV/ Chief XTM1U 841872163888
Micro-Adjust Tilt Wall Mount X-Large |
| | 1 | Legrand AV/Middle Atlantic SRSR-4-14 NO-SRSR414
SLIDING ROTTNG RAIL SYS 14SPC |

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025
Page 3 of 11

Aufderworld Corporation



- 1 **Legrand AV/Middle Atlantic U1V-4 NO-U1V4**
1 SPACE VENTED RACKSHELF, 4PACK



- 1 **Legrand AV/Vaddio 999-30200-000W MV-99930200W**
EASYIP 10 CAMERA WHT



- 1 **Legrand AV/Vaddio 999-60320-000 840077506544**
EASYIP MIXER SYSTEM GLOBAL



- 1 **LG 32SM5J-B 32SM5J-B**
LG 32" 1920 x 1080 FHD LED Backlit LCD Large Format Monitor - Black



- 1 **LG 65UR340C9UD**
65" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black



- 1 **LG 86UR640S9UD 86UR640S9UD**
86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black



- 1 **Radio Design Labs (RDL) AV-NL4 RL-AVNL4**
DANTE NTWK TO 4 XLR AUDIO OTPT



- 1 **Radio Design Labs (RDL) TX-J2 RL-TXJ2**
UNBALANCED INPUT TRANSFORMER



- 8 **SHURE MXW8=-Z10**
DESKTOP BASE TRANSCEIVER



- 1 **SHURE MXWAPT8=-Z10**
8-CH ACCESS POINT TRANSCEIVER



- 2 **SHURE MXWNCS8**
8-CH NETWORKED CHARGING STATION



- 1 **SURGEX SX-DS-158 SX-DS-158**
Defender Series, MultiStage Surge Suppression, Rackmount Power Protection

AV Upgrades Total: \$62,492.00

Project Subtotal: \$62,492.00

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025

Page 4 of 11

Aufderworld Corporation

* Price Includes Accessories
Presented By: Aufderworld Corporation
Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025
Page 5 of 11

Aufderworld Corporation

Project Summary

Total Installation Price: \$62,492.00

Grand Total: \$62,492.00

Client: Adam McAllister

Date

Contractor: Aufderworld Corporation

Date

Payment Schedule

	Amount	Due Date
Down Payment (60%)	\$37,495.20	
Final Payment (40%)	\$24,996.80	
Sales tax will be added to the final invoice if applicable	\$0.00	
Credit card payments will incur a 3.5% processing fee	\$0.00	

* Price Includes Accessories
Presented By: Aufderworld Corporation
Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025
Page 6 of 11

Scope of Work

System Description:

Video:

- Install (1) new video switching solution.
 - Inputs to be:
 - OFE Room PC located in the new rack.
 - Client to provide (1) data jack to OFE network for network access.
 - Install (1) USB extender set to get 2 USB-A connections into the room for wireless keyboard & mouse connection and other connection easy access.
 - Install (1) HDMI wall plate located near the lectern location for laptop connectivity for presentation.
 - Outputs to be:
 - Install (1) 86" display hung on client finished wall located at the front of the room for audience viewing.
 - Client to provide (1) 15a duplex outlet at display location.
 - Install (1) 65" display hung from client finished ceiling located near wall for board members viewing.
 - Client to provide (1) 15a duplex outlet at display location.
 - Camera switching system.
- Install (1) new camera recording/streaming system.
 - Inputs to be:
 - Video system to record presentation.
 - Install (1) PTZ camera hung on client finished wall focused on the board area to pick up the board members.
 - Outputs to be:
 - OFE Room PC (Same as mentioned in video switching system) for conferencing purposes.
 - Install (1) recording/streaming solution to client preferred streaming platform.
 - Client to provide (1) data jack to OFE network at rack location for streaming appliance.
 - Recordings can be set up to client FTP server if desired.
 - Install (1) 32" display hung on client finished wall as confidence monitor to show what is being sent to recording/streaming feed.
 - Client to provide (1) 15a duplex outlet at display location if needed.
- The video system has been designed with expansion in mind for the possibility of moving/relocating in the future with expansion needed and as much equipment being able to be re-used as possible.

Audio:

- Install (1) new audio system for conferencing & in room audio reinforcement.
 - Inputs to be:
 - Install (8) new wireless gooseneck microphones for participant pick up.
 - Video source feed from video switcher
 - USB feed from Room PC for conferencing
 - Outputs to be:
 - Install (1) new amplifier & speaker solution.
 - Install (2) surface mount speakers hung on client finished wall at current speaker locations for audience listening.
 - Install (4) small in-ceiling speakers over the board members for conferencing and video source audio reinforcement. Microphone audio will not be sent through these speakers due to room size at this time.
 - USB feed to Room PC for conferencing
 - Audio feed to recording and streaming appliance.
- The audio system has been designed with expansion in mind for the possibility of moving/relocating in the future with expansion needed and as much equipment being able to be re-used as possible.

Control:

- Install (1) new control processor & system to control all aspects of the above-mentioned systems.
- Install (1) 10" touch panel hung on client finished wall for user control of the system.
 - Controls to include:
 - System on/off
 - Displays on/off
 - Video switching

Aufderworld Corporation

- Volume Up/Down
- Microphone Mutes
- Camera Controls/Switching
- Recording Controls
- Streaming Controls

General:

- Install (1) rack for equipment housing under client countertop behind the half wall.
 - Client to provide (1) 15a duplex outlet at rack location.
 - Client to provide (2) data jacks at rack location (mentioned above for recording appliance and Room PC)
- Install (1) network switch for all AV networked gear.
- Install power conditioning for all AV rack gear.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025

Page 8 of 11

Aufderworld Corporation

Terms and Conditions

The following terms and conditions shall apply to each order for products and services of Aufderworld Corporation (AWC) and Excel AV Group which is an AWC company and shall constitute the entire agreement between the parties. The terms and condition may not be varied, and no modification or addition shall be of any force or effect unless specifically accepted by AWC in writing. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form shall not be binding unless specifically agreed to by AWC in writing by an authorized representative of Aufderworld Corporation. Conflicting terms and conditions between this document and a Client's purchase order, acceptance, or other form, THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND GOVERN. This agreement shall be governed by laws of the state of Minnesota. Any disputes arising under this agreement shall be determined by arbitration conducted in accordance with the American Arbitration Association Expedited Rules for Commercial Arbitration in Minneapolis, Minnesota.

- Pricing.** Upon receipt of signed contract or purchase order AWC will supply products and/or services at price stated in bid/contract/quote. Pricing is good for (90) days from date of bid with exception of items which are no longer commercially available due to end of sale designation by manufacturers. If Client signs contract and/or provides purchase order after 90 days from date of bid AWC reserves the right to revise pricing resulting from increase in cost to AWC from its' suppliers. Client shall pay any extra costs incurred by AWC as a result of changes or modifications to specifications by Client.
- Down payment and Payment.** Unless other terms are agreed to in writing, Client shall pay 50% of the total contract price to initiate project activities. The final 50% will be invoiced upon completion of installation and commissioning of system and will be Net (30). Final invoice will include all change orders resulting from scope changes and product additions. After the Net (30) date AWC reserves the right to charge a late fee of \$50.00 and 18% of outstanding balance. Payment for product only sales are due upon receipt.
- Lease Rates.** Client shall be responsible for lease payments if system is leased. Payments will be based on lease rates at the time of purchase. Payment may vary depending on prevailing interest rates, terms, and deposits.
- Cancellation.** Client may not cancel or revise any order accepted by AWC without prior written consent of AWC. If an order is cancelled following signed approval, there shall be a re-stocking fee equal to 20% of the total order, plus any expenses already incurred by AWC.
- Change Orders.** Equipment, materials, or labor needed outside of the scope of this agreement or resulting from unforeseen circumstances out of the control of AWC will be submitted as a change order to the client's representative (primary project contact). Aufderworld Corporation assumes this contact is authorized to approve such work and will receive the appropriate approvals within the client's organization to authorize all additional spend. Approval will be needed prior to procurement by AWC.
- Scope of Work Changes.** Changes of scope requested by Client, including additional requirements or restrictions placed on AWC by Client will be added to the contract/project price. When AWC becomes aware of the nature and impact of the change request a change order will be submitted for review and approval by Client. Additional work or equipment purchases will not resume until Client approves change order in writing.
- Warranty.** Products sold by AWC carry their respective manufacturer's warranty. Installation performed by AWC or one of its subcontractors is warranted to be free from workmanship defects for a period of one year. Owner provided equipment warranties are the responsibility of owner and not covered by AWC.
- Access to Premises and worksite labor requirements.** Client will provide prompt and timely access to installation areas based on an agreed upon schedule. Any changes in schedule resulting in added labor or shipping expenses to AWC will be billed as a change order. Labor is bid at non-union rates and normal business hours. Any changes to schedule resulting in off hour, weekend, or holiday work or requirements for union labor will also be billed as change order.
- Electrical.** All electrical will be provided by owner/Client unless requested as part of bid under special arrangements. All electrical needs for AWC systems will be specified on electrical or architectural drawings by AWC Engineering and/or Project Management teams. Installation of Satellite, Audio, Video, and lighting systems is dependent on electrical to be completed. Any delays in electrical work will result in delays of AWC systems being installed. All circuits for AV and lighting to be derived from the same subpanel and reference the same ground and neutral bus. All electrical to be performed in accordance with NEC and local electrical codes (AHJ).
- Low Voltage Cabling.** Low voltage cabling that is not included in AWCs scope for projects must be completed using the specifications provided by AWC Engineering/Project Management. The specifications will be provided for cable type, location of drops and quantities. Preference is to provide the locations of drops on architectural drawings to ensure proper installation. All conduit, core drilling, firewall penetrations, and concrete sawing to be performed by electrical contractor or general contractor.
- Construction.** Construction activities provided by client or client hired general contractor. AWC will need the GC to provide backer board or other special mounting requirements for televisions, speakers, and other heavy equipment like projector and projector screens. AWC will provide specific requirements to the GC in format they request.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025

Page 9 of 11

Aufderworld Corporation

12. **Network.** Components of our satellite distribution systems are designed to be integrated into an existing local area network. Aufderworld Corporation will work with the property's IT department to integrate these components. Customer agrees that cooperation will be given by their IT department in achieving integration with the newly installed system by AWC. Where necessary, AWC will install a closed audio, video, and lighting system network. This network will not reside on any client or existing network infrastructure unless otherwise specified by Client. AWC Engineers will work with client's IT department to integrate all systems needing connection to existing client network and all networks will be managed by client. Client will be responsible to provide all data network drops specified by AWC Engineering on construction drawings unless AWC is contracted to provide. Client is also responsible to provide all data networking information to ensure a successful integration to AWC installed systems where necessary including but not limited to IP address information, phone numbers, email accounts, and network credentials. It is assumed that any existing systems (Lighting, Shades, HVAC, Audiovisual, and Control) that are to be integrated with new system will be readily available with the current implemented version of source code. If original programming code cannot be provided AWC will provide a change order for additional engineering time.
13. **Owner Furnished Equipment (OFE).** Performance and maintenance of OFE is responsibility of Client and AWC assumes existing equipment is in good working condition currently. AWC is not responsible for broken or non-functional OFE and any repair or replacement of these items that may be necessary will result in additional cost to Client. AWC is not responsible for unused OFE or for disposal of OFE unless prior agreement has been made. AWC does not guarantee OFE will be compatible with all new systems being installed.
14. **Delivery/Installation.** Aufderworld Corporation shall not be responsible for any reasonable delays in delivery or installation due to strikes, accidents, natural disasters, pandemics, or delays beyond the control of Aufderworld Corporation. Any delivery schedule which AWC may provide to the Client represents a good faith estimate and shall not bind AWC to anything more than its reasonable efforts to meet such estimates. Any requests from Client for expedited freight will be billed as a change order.
15. **Training.** A single system training will be performed by AWC Engineering staff for up to (3) individuals designated by Client. Training for additional people will be the responsibility of client. Training to be done during normal business hours unless specified otherwise in contract. Optional off hours training will be billed at higher rate. Standard training is to cover standard operation and main function of installed system and is not intended to cover or explore every possible variable, nor is it training on AV or lighting theory and design. Advanced and customized training can be provided at an additional cost.
16. **Compliances/System.** All local, national, and state code compliance, permissions, fees, permits, approvals, etc. are responsibility of Client unless otherwise stated.
17. **Insurance/Risk of Loss.** Client shall assume risk of loss of equipment sold under this agreement upon date of equipment delivery by Aufderworld Corporation; and Client shall assume risk of loss to improvements made by Aufderworld Corporation in the form of equipment installation, after improvements are made and installed and the entire system is fully operational for thirty (30) consecutive days. Client shall maintain appropriate insurance coverage to cover risks assumed by Client under these terms and conditions.
18. **Insurance.** Aufderworld Corporation shall maintain workers compensation coverage and public liability insurance to cover its activities under this agreement.
19. **Applicable Taxes.** Clients outside the State of Minnesota are responsible for all applicable taxes.
20. **Tax Exempt Status.** Organizations with tax exempt status must supply Aufderworld Corporation with proof of exemption.
21. **Confidentiality.** All system design specifications and materials contained herein remains property of Aufderworld Corporation. Confidential proposal and enclosures are intended for recipient only.
22. **Proprietary.** This proposal contains trade secrets and confidential proprietary design information of Aufderworld Corporation. Review of this proposal constitutes agreement not to disclose its contents to any other party except with the approval of Aufderworld Corporation.
23. **Hold Harmless.** The client agrees that Aufderworld Corporation is to recommend design standards, systems, policies, procedures, vendors, devices, etc. that are reasonable in nature, and the recommendations or lack of recommendations will not be construed as errors or omissions of Aufderworld Corporation.
24. **Exclusion.** Aufderworld Corporation makes no warranty or claim of functionality for designs or equipment not provided by Aufderworld Corporation. If any modifications, corrections, or revisions to the system are required, Aufderworld Corporation will provide solutions on a time and materials basis with written approval by Client.
25. **Indemnity.** Each party agrees to indemnify and hold the other harmless from any claims, damages, or liability of any nature whatsoever, arising out of the wrongful act, errors or omissions of the indemnifying party, its agents, or employees, or arising out of the negligent, defective, or deficient condition of the property of the indemnifying party. In addition, Owner agrees to defend, indemnify, and hold harmless the Operator from and against any claim, lawsuit, or other form of compulsion initiated and prosecuted by a Franchised Cable Company, its successors or assigns arising out of the rights and duties granted to the Operator, and the cost for any repair, removal or re-installation required to resolve any claim, lawsuit or other form of compulsion initiated and prosecuted by a Franchised Cable Company, its successors, or assigns. This would also include any legal fees incurred by Aufderworld Corporation.

Satellite TV Specific Terms

26. **Residential Upgrades.** If the headend system installed at Client facility has the capability for residents to upgrade programming or

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025

Page 10 of 11

Aufderworld Corporation

equipment or both, Client staff will be expected to physically install new equipment with remote support from AWC. Aufderworld Corporation will apply a \$100 credit toward monthly programming invoices for each residential receiver installed by Client maintenance staff. An Aufderworld Corporation service tech will be available to support the installation via phone should help be needed.

27. **Extra Receivers.** If the system purchased is a DRE or DRE+ system, a receiver is required for each TV connected to the DirecTV system. Standard HD and HD DVR receivers are available. Client can purchase additional receivers for residents at any time at rates provided above. Aufderworld Corporation must sell receivers to the Client directly and not to individual residents. Client can at its discretion sell, lease, or rent extra receivers to the residents at whatever rate is established by the Client. Extra receivers are warranted for one year from date of purchase.
28. **Signal Integrity.** Client shall hold Aufderworld Corporation harmless and indemnify it from any unauthorized reception and use of protected signals by Client.
29. **Existing Distribution.** Aufderworld Corporation assumes existing distribution system is operational, functioning in good order and owned by the Client. Aufderworld Corporation is not responsible for repair or warranty of any existing equipment, nor does Aufderworld Corporation guarantee compliance with all FCC regulations for equipment not installed by Aufderworld Corporation. Distribution System improvements or replacements will be made and billed for on an as-needed basis. Signal improvements will be assessed as made and determination of the job scope is at the discretion of the Client. If any equipment in this quote is intended to integrate with an existing computer network, it is assumed that a representative from the Client's IT department will be available and able to assist in the integration. Aufderworld Corporation assumes that all wiring is in place and is of the type that will accommodate full functionality of proposed system. Aufderworld Corporation assumes all passive distribution components can pass frequencies from 5-2150 MHz's. If distribution upgrade is necessary, Aufderworld Corporation can provide at standard commercial rates.
30. **Satellite, in-house signal quality.** Aufderworld Corporation guarantees optimal signal quality at the headend per equipment manufactures specifications and performance criteria. Signal quality at TV outlets will be equal to or better than existing signals. Client to assume all DirecTV programming costs associated with an upgrade in programming service. It is assumed that the length of the satellite signal run does not exceed 200 feet. If the run exceeds 200 feet, Aufderworld Corporation can provide, if necessary, line amplifiers and additional labor at prevailing commercial rates.
31. **Compliances/Procedure.** Compliance with the programming terms set forth by DirecTV is required. Aufderworld Corporation must be notified of any changes in number of units and/or programming changes.
32. **Term.** Term of this agreement is 12 months from installation date unless other terms are agreed upon in the DirecTV programming agreement signed by customer at the time of installation. In that case, the terms of the DirecTV agreement shall prevail. Once the DirecTV agreement has expired, Client must give Aufderworld Corporation a minimum of 60-days written advance notice of intent to terminate service with Aufderworld Corporation.
33. **Program Fees.** Client is responsible for payment of programming fees based on published rates at the time of installation. Fees may vary from previously quoted prices due to rate increases or promotional discounts. Receiver price is based upon one-year programming subscription. Early termination may result in \$135.00 per receiver charge plus any other applicable early termination fees. Client will be responsible for first and last month programming fees prior to activation of system.

* Price Includes Accessories

Presented By: Aufderworld Corporation

Project Name: AV Upgrades

Project No.: AWC-8194

1/10/2025

Page 11 of 11

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 and the City (including the City Engineer) shall perform an inspection and onsite assessment of 136th Street. The Parties may inspect 136th Street using any method, however, at a minimum, Owner shall use a video or other agreed upon media, to document the condition of 136th Street. Owner shall

Formatted: Font: Not Bold, Superscript

provide a copy of the inspection video and any other documentation of the condition of 136th Street to the City prior to Owner's commencement of the Project. 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 136th Street. In the event any further inspections are performed, the non-inspecting Party may provide a representative to accompany the inspecting Party on its inspection. Upon written request by either Party, the inspecting Party shall provide the requesting Party with a copy of documentation from any inspection, including video or other media evidence.

Formatted: Font: Not Bold, Superscript

Formatted: Superscript

3. 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:

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Heading 3, Indent: Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

(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 Owner or Owner's 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.

Formatted: Heading 3, Indent: Left: 1", Hanging: 0.5"

4. 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.

Formatted: Indent: Hanging: 0.5", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

3.

4. Use by Owner Parties.

- (a) 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.
- (b) Owner shall conduct its development, construction and operation of the Project in a manner which shall minimize vehicular traffic on that portion of 136th Street located south of the property. Owner shall direct Owner Parties to enter and exit the property from the north so as to avoid using that portion of 136th Street referenced above. In addition, Owner shall install signs directing Owner Parties to exit the property heading north on 136th Street.

Formatted: Indent: Left: 0.5"

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.

Formatted: Indent: Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 5 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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 Owner's such contractors performing any repair maintenance work on 136th Street, the Owner shall submit proof (certificate of insurance) to the City that such contractors carry 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.

(a) —

— If

(a)(b) required by the City Engineer. 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.

(b)(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.

(e) — 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.

(d) — 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.

(d) —

Formatted: Heading 6, Indent: Left: 1", No bullets or numbering

Formatted: Heading 6, Indent: Left: 1"

Formatted: Heading 6, Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 0.5", Space After: 12 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

Formatted: Space After: 12 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

Formatted: Indent: Left: 0.5", Space After: 12 pt, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.5"

Formatted: Heading 3, Indent: Left: 1", Tab stops: Not at 0.5"

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 yQualified 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.

Formatted: Indent: Hanging: 0.5", Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at: 5 + Alignment: Left +
Aligned at: 0.25" + Indent at: 0.5"

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.

26. Agreement Effect. This Agreement shall run with the land and be binding upon and extend to the representatives, heirs, successors and assigns of the Parties hereto.

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

Formatted: Font: Bold, Condensed by 0.15 pt

Formatted: List Paragraph, Don't hyphenate, Tab stops: -0.5", Left

Formatted: Don't hyphenate, Tab stops: -0.5", Left + 0", Left

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

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

ORDINANCE NO. 2025-03

**ORDINANCE AMENDING ORDINANCE NO. 100
REGULATING CITY PUBLIC RIGHT-OF-WAY**

The City Council for the City of Baldwin hereby ordains:

Section 1. Purpose and Intent. This Ordinance is adopted for the purposes of regulating the placement of mailbox assemblies within City public rights-of-way and setting forth under what conditions and to what extent the City shall be responsible for damage to mailboxes and other property from City snowplowing operations. This Ordinance is adopted in accordance with the provisions of Minn. Stat. § 169.072 and Minnesota Administrative Rule 8818.0300.

Section 2. Amendment of Section 1.07. Section 1.07 of Ordinance No. 100 is hereby amended to state as follows:

Section 1.07. Mailboxes, Signs and Newspaper Boxes.

1. **Mailboxes and Newspaper Boxes.** Properly installed mailboxes and newspaper boxes are permitted within a right-of-way if they do not interfere with, obstruct, or render dangerous for passage in a right-of-way. Mailboxes and newspaper boxes that comply with all of the standards contained in Minnesota Rules, Chapter 8818, as amended, and Appendix A of this Ordinance shall be considered a "Properly Installed Mailbox" meeting the requirements of this Ordinance.
2. **Removal of Mailboxes Other Than Properly Installed Mailboxes.** It shall be a violation of this Ordinance for any person to have a non-Properly Installed Mailbox. In such instance, pursuant to Minn. Statute § 169.072, the City may remove such non-Properly Installed Mailbox and install a Properly Installed Mailbox and bill the cost of doing so to the owner of the property that the mailbox serves. If the owner fails to reimburse the City within 30 days of billing for the costs incurred by the City in removing a non-Properly Installed Mailbox and installing a Properly Installed Mailbox in its place, the City shall have all of the remedies available pursuant to Section 1.20, subp. 4 of this Ordinance.
3. **Signs.** No sign of any nature may be placed or allowed to remain in any public right-of-way except an official traffic sign placed by a governmental authority or other signage expressly permitted by state law.
4. **Mailboxes and Other Property Damage.** Snow plowing and ice control, by its nature, can cause damage to areas adjacent to the street and trails even under the best of circumstances. The City's plow operators will make every effort to avoid

damage to areas adjoining the street and trails, however, such damage does occur from time to time and will be addressed as follows:

- a. The City will determine if the damage is the responsibility of the City and when it shall be the responsibility of the resident. The City shall be responsible for physical damage to Properly Installed Mailboxes or other property if struck by a plow blade, wing or other piece of equipment.
- b. To be eligible for the remedies contained in this Section, the property owner must notify the City of the damage to the mailbox or other property within seven calendar days after the damage occurred. Staff will complete a form on every mailbox call to document and streamline resident calls for damage.
- c. Damage resulting from plow castings or the disturbance of snow or ice piles shall be the responsibility of the resident.
- d. If the damage is determined by the City to be caused by the plow blade, wing or other piece of equipment, the resident will have two options: i) the City will replace the mailbox, newspaper box and/or post with a four inch x four inch treated post and black mailbox; or ii) the resident can replace their own mailbox, newspaper box and/or post and the City will reimburse the resident in an amount specified in the City Fee Schedule Ordinance. If just the mailbox is damaged, the City will replace it with a standard black mailbox.
- e. If a permanent repair can't be made during the winter, City staff will provide a temporary measure as it determines to assure that the resident can still receive delivery of their mail.
- f. The City shall bear no responsibility for damage to irrigation systems, driveway markers, landscaping beds, decorative boulders, or other items improperly placed in the public right-of-way along streets, paths or sidewalks. If such items are deemed to be a traffic hazard or endanger maintenance equipment or operators, the owner will be required to remove such items from the public right-of-way. Should the owner fail to timely remove the items, the City may remove such items and bill the cost of doing so to the owner of the property. If the owner fails to reimburse the City within 30 days of billing for the costs incurred by the City in removing such items, the City shall have all of the remedies available pursuant to Section 1.20, subp. 4 of this Ordinance.
- g. In instances where there is a disagreement as to the source of the damage to property and/or repair responsibilities, the City Council shall determine the obligation in its sole discretion.

Section 3. Revisions to Reflect Incorporation as a City. Ordinance 100 has been adopted in form and shall be amended by the City Clerk as necessary to revise references to “Baldwin Township”, the “Town”, “Town” officials, “Town” staff or “Road” or other relevant terms to address the Township’s incorporation as the City of Baldwin.

Section 4. Fee Schedule. Ordinance 600 Fee Schedule is hereby amended to include the following row:

Mailbox Replacement Reimbursement	\$150.00
-----------------------------------	----------

Section 5. Validity and Separability. Whenever any provision of this Ordinance is more restrictive than provisions of existing laws or ordinances, the provision of this Ordinance shall govern. Should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof, except that part so declared to be invalid.

Section 6. Incorporation of Amendments. The City Clerk is hereby authorized and directed to incorporate the amendments made by this Ordinance into Ordinance No. 100 Regulating Town Road Right-of-Way, Ordinance No. 600 Fee Schedule and such updated versions shall constitute the official Ordinance.

Section 7. Effective Date. This Ordinance shall take effect upon its passage and publication.

Approved and adopted by the City of Baldwin City Council this 27th day of January 2025.

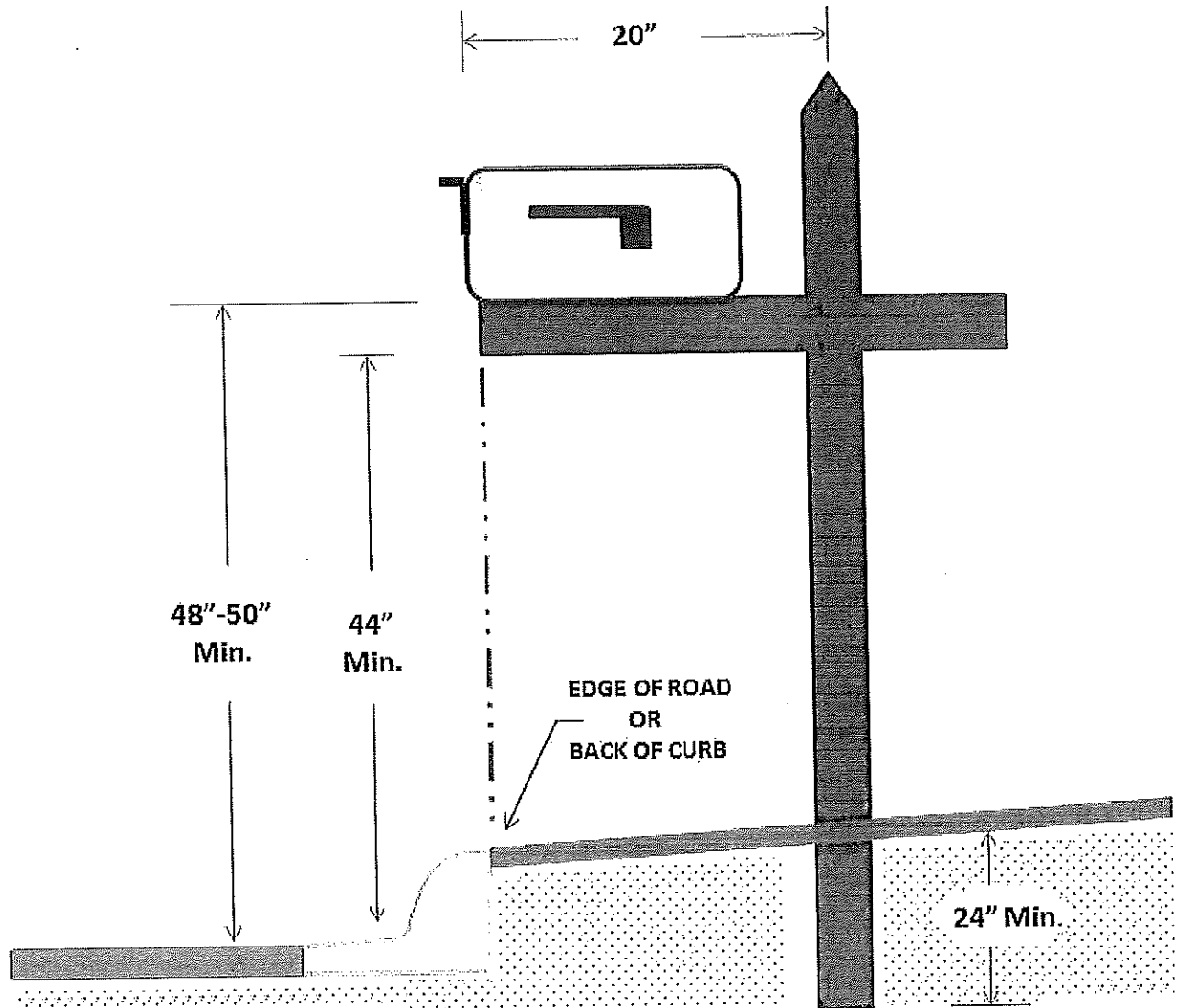
CITY OF BALDWIN

Jay Swanson, Mayor

Attested by:

Joan Heinen, Clerk

Appendix A



Appendix B

Mailbox/Property Damage/Concern Form

Complaint Date: _____

Resident Name: _____

Contact Number: _____

Address: _____

Explanation of Damage: _____

Staff Decision: _____

Circle One: Repair/Reimbursement

Resident Signature: _____

Date: _____

Return form to:

City of Baldwin | 30239 128th Street NW, Baldwin, MN 55371 | Tel. (763) 389-8931 or
email: city.clerk@baldwinmn.gov

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

ORDINANCE NO. 2025-04

**AN ORDINANCE RELATING TO THE REGULATION AND REGISTRATION OF
CANNABIS RETAIL BUSINESSES AND LOWER-POTENCY HEMP EDIBLE RETAIL
BUSINESSES**

The City Council of the City of Baldwin hereby ordains:

SECTION 1. ADMINISTRATION

Subsection 1.1: Findings and Purpose. The City Council of the City of Baldwin makes the following legislative findings: The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City Council of the City of Baldwin to protect the public health, safety, welfare of City of Baldwin residents by regulating cannabis and lower-potency hemp edible businesses within the legal boundaries of City of Baldwin. The City Council of the City of Baldwin finds and concludes that the proposed provisions are appropriate and lawful regulations for City of Baldwin, that they are in the public interest and for the public good.

Subsection 1.2. Authority. The City Council of the City of Baldwin has the authority to adopt this ordinance pursuant to:

- (A) Minn. Stat. § 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- (B) Minn. Stat. § 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- (C) Minn. Stat. § 342.27, regarding the general requirements of state-licensed cannabis retail businesses.
- (D) Minn. Stat. § 394.21, regarding the authority of a local authority to adopt zoning ordinances.

Subsection 1.3. Jurisdiction. This ordinance shall be applicable to all places within the legal boundaries of City of Baldwin.

Subsection 1.4. Severability. If any section or portion of this Ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that

finding shall not serve to invalidate or affect the validity and enforceability of any other section or provision of this Ordinance.

Subsection 1.5. Administration and Enforcement. City of Baldwin in coordination with local law enforcement agencies is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a public nuisance. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance. All rights and remedies accruing to the City, at law or in equity, in preventing and abating public nuisances accrue with respect to violations occurring hereunder are available to the City and are not deemed cumulative.

Subsection 1.6. Definitions and Interpretations. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term “shall” mean mandatory and the term “may” mean permissive.

The definitions set forth in Minn. Stat. § 342.01 are hereby adopted and incorporated into this ordinance, as amended from time to time. The following terms shall have these definitions given to them:

- (A) “Cannabis Retail Business” means a retail location and the retail location(s) of mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.
- (B) “Cannabis Retailer” means any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
- (C) “Daycare” means an individual, childcare center, or facility licensed with the Minnesota Department of Human Services to provide for the care of a child in a location outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- (D) “Residential Treatment Facility” means a 24-hour-a-day program for persons under the treatment supervision of a mental health professional or substance use disorder professional, in a community residential setting other than an acute care hospital or regional treatment center inpatient unit, that must be licensed as a residential treatment program by the State of Minnesota.
- (E) “Retail Registration” means an approved registration issued by City of Baldwin to a state- licensed cannabis retail business. A retail registration is presumed to be “active” until the State License and operating privileges conferred by the Minnesota Office of Cannabis Management are revoked or otherwise expire as determined by the Minnesota Office of Cannabis Management.

- (F) "School" means a public school including elementary, middle, and secondary school as defined under Minn. Stat. § 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. § 120A.24.
- (G) "State License" means an approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.
- (H) "The City" means City of Baldwin.

The provisions of this Ordinance shall be considered minimum requirements and shall be liberally construed in favor of the City of Baldwin and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

SECTION 2. REQUIREMENTS FOR CANNABIS RETAIL BUSINESSES

Subsection 2.1. Hours of Operation for Retail Businesses. A cannabis retail business with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products, excluding lower-potency hemp edible retail businesses, may not:

- (A) Sell cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products for any period between 10:00 p.m. and 8:00 a.m. the following day, or between 8:00 a.m. and 10:00 a.m. on Sundays.
- (B) Be open to the public or sell any other products at times when the cannabis business is prohibited from selling cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products.
- (C) Except that a microbusiness with both a retail endorsement and an on-site consumption endorsement at a single location may be open to the public to engage in lawful on-site consumption and retail sale operations between the hours of 10:00 p.m. and 12:00 a.m. the following day.

Subsection 2.2. Advertising. All cannabis retail businesses must comply with Minn. Stat. § 342.64 and are permitted to erect up to two fixed signs on the exterior of the building or property of the business not to exceed a maximum of eight (8) square feet in sign area per sign.

Subsection 2.3. Prohibitions on Price Discounting and Coupons. No cannabis retail business shall accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any licensed products to a consumer or patient at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.

Subsection 2.4. Access to Cannabis Retail Business. A cannabis retail business license holder

shall allow any law enforcement officials, Auditor/Treasurer's, or Health and Human Services' designee to enter the premises during regular business hours for the purpose of determining compliance with this Ordinance, Minnesota Statute Chapter 342, and/or any other applicable law, regulation, or ordinance.

SECTION 3. REGISTRATION OF CANNABIS RETAIL BUSINESSES

City of Baldwin shall be the cannabis retail business registration and compliance check authority for its jurisdiction.

Subsection 3.1. Consent to registering of Cannabis Retail Businesses. No individual or entity may operate a state-licensed cannabis retail business within City of Baldwin without first registering with the City. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

Subsection 3.2. Compliance Checks Prior to Retail Registration. Prior to issuance of a cannabis retail business registration, City of Baldwin may conduct a preliminary compliance check to ensure compliance with this ordinance that is established pursuant to Minn. Stat. § 342.13.

Subsection 3.3. Limiting of Registrations

- (A) **City Limit for Registrations** –City of Baldwin limits the number of registrations within City of Baldwin for licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to no more than one for every 12,500 residents of City of Baldwin as determined by the most recent Minnesota State Demographer estimate.
- (B) **Countywide Limit for Registrations** – City of Baldwin shall not register state-licensed cannabis retail businesses in City of Baldwin if Sherburne County already has one active cannabis retail registration for every 12,500 residents within Sherburne County as determined by the most recent Minnesota State Demographer estimate.
- (C) **Exception** - This subsection does not apply to lower-potency hemp edible retail businesses, medical combination businesses operating a retail location, or municipal cannabis retail businesses within City of Baldwin, and registrations for these businesses are not included the calculations for registration limits.

Subsection 3.4. Registration & Application Procedure

- (A) **Fees**

City of Baldwin shall not charge an application fee. See Minn. Stat. § 342.22, subd. 2(b).

A registration fee, as established in City of Baldwin's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. § 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by City of Baldwin shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. § 342.11, whichever is less.

(B) Application Submittal

City of Baldwin shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. § 342.22.

- 1) An applicant for a retail registration shall fill out an application form, as provided by the City of Baldwin, and shall provide a completed copy of the form to the City of Baldwin clerk. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. § 342.13; and
- 2) The applicant shall include with the form:
 - i. The application fee as required in Section 3.4.A above;
 - ii. A copy of a valid state license or written notice of OCM license preapproval;
 - iii. Verification that applicant is current on all applicable property taxes and assessments at the location where the retail establishment is located;
 - iv. A copy of the documentation showing compliance with state fire and building codes, if applicable to the business; and
 - v. A certificate of insurance
- 3) Once an application is considered complete, the City of Baldwin clerk shall inform the applicant as such, process the application fees, review the application, and either approve or deny the application.
- 4) Failure to submit all required information and documentation within 30 days of the initial registration application submission will result in a denial of the application.

- 5) Once an application is complete it shall be reviewed in the order in which it was received. If City of Baldwin does not issue a registration because of the limits pursuant to Section 3.3 the application will be placed on a waitlist so long as the applicant maintains a valid state license or written notice of OCM license preapproval. When a registration becomes available City of Baldwin shall review the waitlist for applicants in the order they were received.

The application fee shall be non-refundable once processed.

(C) Application Processing Procedure

- 1) City of Baldwin shall process all cannabis retail registration applications in accordance with applicable state law, including but not limited to Minn. Stat. §§ 342.12(h) and 342.13(i), and the provisions of this Ordinance.
 - i. Application Submissions and Queue Placement - Applications will be processed only when the statutory caps, as established under Minn. Stat. §§ 342.12(h) and 342.13(i) and invoked herein by this Ordinance, have not been reached. If an applicable statutory cap is reached, the City of Baldwin will not process applications until a State License is revoked or deemed expired by the State of Minnesota Office of Cannabis Management, thereby lowering the number of active registrations below the applicable statutory cap. Any new applications received by the City while the City is not registering cannabis businesses pursuant to this Ordinance and its invocation of an applicable statutory cap will be placed in a waiting queue maintained by the City of Baldwin clerk.
 - ii. Processing Order - Applications will be processed in the order in which the City of Baldwin clerk receives a complete copy of the application. The official processing date will be the date the City of Baldwin clerk determines that the application is complete.
 - iii. Incomplete Applications - If an application is deemed incomplete by the City of Baldwin clerk, the application will not be placed in the waiting queue, and the applicant will be notified of the deficiencies. If the applicant chooses to resubmit the application after addressing the deficiencies, the resubmission will be treated as a new application, and the processing date will reflect the date the City of Baldwin clerk receives the resubmitted complete application.
 - iv. Registration Preference - Preference will be given to actively registered cannabis retailers over applicants in the waiting queue. An applicant in the waiting queue will only be considered for processing if there are no eligible actively registered cannabis retailers applying for renewal or re-registration at the time their application is considered, and if the statutory caps referred to in Section 3.4(C).1.i have not been reached.
 - v. Suspending Registration for Failure to Renew - If an actively

registered cannabis retailer does not re-register annually concurrent with State License renewal, for purposes of calculating the statutory caps set forth in Minn. Stat. §§ 342.13(h) and 342.13(i), the City of Baldwin will deem such registration active until the State License and operating privileges conferred by the Minnesota Office of Cannabis Management are revoked or otherwise expire as determined by the Minnesota Office of Cannabis Management. At such time, within the context of Minn. Stat. § 342.13(h) the City of Baldwin clerk will process the next application in the waiting queue, and the vacancy will be filled in accordance with the order of applications.

(D) Application Approval

- 2) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 3.3.
- 3) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- 4) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved, except as provided in clause (1) above.

(E) Annual Compliance Checks

City of Baldwin in coordination with local law enforcement shall complete at minimum one unannounced age verification compliance check per calendar year of every cannabis retail business that City of Baldwin registers, to assess if the business meets age verification requirements, as required under Minn. Stat. § 342.22 Subd. 4 and Minn. Stat. § 342.24, Subd. 1 and this Ordinance. They shall also verify compliance with all other provisions of this ordinance, as established pursuant to Minn. Stat. § 342.13.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Compliance with age verification checks constitutes a reasonable restriction on the manner of operation for a cannabis retail business. The following are violations of an age verification compliance check:

- 1) Employment of or contracting with an individual under 21 years of age if the individual's scope of work involves handling cannabis plants, cannabis flowers, artificially derived cannabinoids, or cannabinoid products.
- 2) Allowing an individual under 21 years of age to enter the business premises

- unless the individual is a person enrolled in the Registry Program.
- 3) Selling or giving cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to an individual under 21 years of age unless the individual is enrolled in the Registry Program and the cannabis business holds a medical cannabis retail endorsement.

Any failures under this section must be reported to the Office of Cannabis Management and may result in a registration suspension or other civil or criminal penalty or remedy.

(F) Location Change

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of City of Baldwin, it shall notify City of Baldwin of the proposed location change and submit necessary information to meet all the criteria in Section 3.4.B. Relocation of a registered cannabis retail business does not extend or otherwise modify the registration term. City of Baldwin does not allow relocation of a state-licensed cannabis retail business from outside of City of Baldwin in City of Baldwin if the number of active cannabis retail registrations within the entirety of the county meets or exceeds one for every 12,500 residents based on the entire population of the county as a whole or if the number of active cannabis retail registrations within City of Baldwin meets or exceeds one for every 12,500 residents in City of Baldwin.

(G) Registrations Non-Transferrable

A retail registration issued under this Ordinance may not be transferred to another person, entity, or license holder. Minn. Stat. § 342.22, subd. 3(d). A retail registration shall terminate if the registered license holder:

- 1) Sells, assigns, transfers, or otherwise disposes of the license issued under Minn. Stat. Ch. 342; or
- 2) Sells, assigns, transfers, or otherwise disposes of more than 51% of the ownership, controlling interest, or stock in the entity that held the license issued under Minn. Stat. Ch. 342; or
- 3) Dissolves the entity that held the license issued under Minn. Stat. Ch. 342.

(H) Registration Mistakenly Issued or Renewed

If a registration is mistakenly issued or renewed to any person or entity, for any reason, including but not limited to the submission of false or misleading information by the license holder or applicant, the registration will be suspended upon the discovery of ineligibility for registration under this ordinance or state or other local law, ordinance or other regulation. Any suspension will comply with the requirements of Minn. Stat. § 342.22, Subd. 5, as amended from time to time.

(I) License Holder Responsibility

Every cannabis retail business license holder is responsible for conduct on the licensed premises and any sale of cannabis, hemp, or products containing cannabis or hemp by an employee is the act of the License Holder for the purposes of all

provisions of this Ordinance except enforcement of criminal penalties.

Subsection 3.5. Renewal of Registration. A cannabis retailer who has been awarded a retail registration by City of Baldwin is required to maintain the registration in an active status by renewing it annually. City of Baldwin shall renew an annual registration of a state-licensed cannabis retail business, for City of Baldwin, at the same time OCM renews the cannabis retail business' license. A state-licensed cannabis retail business shall apply to renew registration on a form established by City of Baldwin.

A cannabis retail registration issued under this Ordinance shall not be transferred. See Section 3.4.F above.

(A) **Renewal Fees**

City of Baldwin may charge a renewal fee for the registration starting at the second renewal, as established in City of Baldwin's fee schedule.

(B) **Renewal Application**

The application for renewal of a retail registration shall include but is not limited to items required under Section 3.4.B of this ordinance.

Subsection 3.6. Suspension of Registration

(A) **When Suspension is Warranted**

City of Baldwin may suspend a cannabis retail business's registration if the business is registered by City of Baldwin and it violates an ordinance of City of Baldwin pursuant to Minn. Stat. § 342.13 (time, place, or manner of the operation of the cannabis business) or poses an immediate threat to the health or safety of the public.

City of Baldwin may issue the license holder a written warning if the violation is the first within 24 months and it does not pose an immediate threat to the health or safety of the public.

(B) **Notifications**

- 1) License Holder - City of Baldwin shall immediately notify the cannabis retail business in writing of the grounds for the suspension and that any sale to a customer or patient while the suspension is in effect is cause for a civil penalty.
- 2) OCM - City of Baldwin shall immediately notify the OCM in writing of the grounds for the suspension. OCM will provide City of Baldwin and the cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

(C) **Length of Suspension**

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. If a retail cannabis retailer's registration is suspended, such suspension is temporary and therefore the retail registration is still considered "active". However, the business may not make sales to customers or patients if their registration is suspended.

City of Baldwin may reinstate a registration if it determines that the violation(s) have been resolved.

City of Baldwin shall reinstate a registration if OCM determines that the violation(s) have been resolved.

Subsection 3.7. Civil Penalties for Registration Violation

(A) Violation

No cannabis retailer, cannabis mezzobusiness, cannabis microbusiness, medical cannabis combination business, or lower-potency hemp edible retailer may make any sale to a customer or patient without a valid retail registration with City of Baldwin and a valid license with any applicable endorsement from OCM. Subject to Minn. Stat. § 342.22, subd. 5(e) City of Baldwin may impose a civil penalty, as specified in City of Baldwin's Fee Schedule, for said registration violation, not to exceed \$2,000 per unlawful sale, in addition to any other authorized penalties or consequences.

(B) Notice

No civil penalty shall take effect until the retail license holder has received notice personally or by certified mail of the alleged violation and of the opportunity for a hearing before the City Council. Such notice must be in writing and must identify the alleged violation(s), the sanction, and advise the recipient that they have a right to request a hearing before the City Council within 10 business days of receipt of the notice or such right shall terminate.

(C) Appeal Rights

A license holder who received notice of a civil penalty must submit a request for a hearing to challenge the allegation within 10 calendar days of the date they receive the notice. Failure to submit a timely request for a hearing shall result in a waiver of all appeal rights, and the civil penalty will be implemented on the 11th day after the date the notice was received by the license holder. If there is a timely request for a hearing on the civil penalty, the penalty shall be stayed pending the resolution of the appeal process.

(D) Appeal Hearing

If the license holder timely requests a hearing on the civil penalty, a hearing shall be scheduled, the time and place of which shall be provided to the license holder. The hearing shall be held within 30 calendar days of the date the request for hearing was received, when practicable.

- 1) The records of City of Baldwin, OCM, any police reports relating to the violation, and all reliable hearsay shall be admissible for consideration by the hearing officer without further foundation.
- 2) City of Baldwin may be represented by the City Attorney. The alleged violator may be represented by private legal counsel. The alleged violator does not have the right to an attorney at public expense.
- 3) At the hearing, both the alleged violator and City of Baldwin may present the testimony of witnesses, cross-examine witnesses, and present documentary evidence.
- 4) The burden of proof shall be upon City of Baldwin. The standard of proof shall be a preponderance of the evidence.
- 5) The scope of the hearing may include whether violation(s) occurred and the appropriate sanction.

(E) **Hearing Officer**

The City of Baldwin City Council may act as the hearing officer or may appoint an independent hearing officer.

(F) **Decision**

The hearing officer shall prepare written findings and submit them to the City of Baldwin City Council, unless the City of Baldwin City Council is the hearing officer in which case they shall prepare written findings, within 30 calendar days of the close of the hearing. The findings shall state whether or not a violation occurred, and if the violation is found a civil penalty of \$2,000 per violation shall be assessed. The findings shall be served by first class U.S. mail on the license holder and City of Baldwin.

(G) **Costs**

If a civil penalty is upheld by the hearing officer or the City of Baldwin City Council, City of Baldwin's actual expenses in holding the hearing must be paid by the license holder who requested the hearing. City of Baldwin may require the license holder deposit \$200 prior to the hearing date to be used toward actual expenses in the event a civil penalty is upheld.

(H) **Further Appeals**

Appeals of any decision made by the City of Baldwin City Council shall be filed by a petition for a writ of certiorari to the Court of Appeals and served on all parties not more than 30 days after the date the findings were issued.

SECTION 4. ENFORCEMENT

Subsection 4.1. Civil Remedies. In the event of a violation or threatened violation of this Ordinance, City of Baldwin, in addition to other remedies, may initiate civil court actions or civil administrative proceedings to prevent, restrain, correct, or abate such violations or threatened violations. Any such remedies shall not be cumulative. It shall be the duty of the City Attorney

to review evidence of such violations, or threatened violations, and take such action as may be warranted and necessary.

Subsection 4.2. Criminal Penalties. Every cannabis retail business license holder is required to follow and comply with all general operational requirements and prohibitions and retail sales laws and regulations imposed by the State of Minnesota. Any cannabis retail business license holder, or an employee thereof, who sells, gives, or furnishes to another, a product containing cannabis or hemp which does not comply with state law or regulations, shall constitute a violation of this Ordinance. Such violation shall be a misdemeanor, and conviction thereof, shall be punished by a fine not to exceed \$1,000 or by imprisonment for up to 90 days, or both. If a more serious criminal penalty is set forth in state law, the state penalty shall apply.

Subsection 4.3. Other Penalties. Nothing in this Ordinance shall prohibit City of Baldwin from enforcing any other applicable state or federal law in addition to or instead of any civil or criminal enforcement remedy that may be sought under this Ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect upon its passage and publication.

Approved and adopted by the City of Baldwin City Council this 3rd day of February, 2025.

CITY OF BALDWIN

Jay Swanson, Mayor

Attested by:

Joan Heinen, Clerk

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

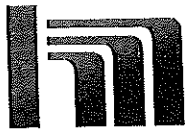
- Incorporation to be a positive conclusion for Residents. Works with all individuals, including neighboring areas, to make the process as easy and simple as possible.

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.



**Hakanson
Anderson**

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860
www.haa-inc.com



MEMORANDUM

TO: Baldwin City Council

FROM: Matthew Kind, PE
City Engineer

DATE: January 27, 2025

RE: Groundwater at 28609 100th St NW (Greg Lahr)

On Friday, January 17th, 2025, I met Greg Lahr at his property at 28609 100th St NW on Sandy Lake. I asked Zac Good to attend since he was familiar with the situation and had specific knowledge of historical drainage patterns in that area.

Mr. Lahr described some history about what he changed on the property since he bought it in June of 2019. The area next to his garage that is being flooded out via groundwater has had considerable work done. I have learned via historical photos, his emails, our conversation, and other documents, that since 2019, trees have been cleared, retaining walls installed, soils corrected, draitile installed and some additional site grading performed.

The historical photos found on Bing Maps "Streetview" from 2014 clearly indicate a chronic issue with water that would pond against the garage. Concrete staining and moss growing on the building are two indicators of such an issue. Zac indicated that the alligator cracking in the street opposite of the garage would stay soft and wet even during periods of little to no rain in the summer. Another indication of a historical groundwater pattern.

When asked if the tile and other work had provided mitigation to the issue, he said, "yes." Then I asked if it had ever been this severe, he said, "no, this has been the worst year." So 4 out of the last 5 years the groundwater has been manageable in the winter, according to Mr. Lahr.

In 2019 when the clearing and grading was taking place, Mr. Lahr was cited by the County for grading without a permit in the shoreland area. After which he applied for a permit to complete the work being proposed. My understanding of what he told me is that the County approved the tile system he proposed and it was installed with professional help.

In regards to other parties "disturbing" the soils in the area where the groundwater is percolating up, I've looked into when the street was last worked on. According to the file for the street at City Hall, some patching and soil borings were taken in 2014. The borings were likely the ones done north of

the County Road for Bogart's 2014 reconstruct plans and not near the lake. So no significant street work has been done on that part of 100th for more than 10 years.

In 2021 a permit was granted by Baldwin to install a fiber optic along the south shoulder in front of Mr. Lahr's parcel. This was done by open trench with directional drilling under Mr. Lahr's driveway (concrete pad). Installation occurred between April and July of 2021. See attached permit.

Sometime after the fiber conduit was installed under the concrete pad, Mr. Lahr removed the concrete pad. I'm not sure what year this occurred. Additional grading along with compaction was done after pavement removal, above the fiber optic conduit, which has a plan bury of 24" below finished grade. There was additional conversation about more draitile added to the initial system, but I don't have those details so I can't elaborate on that.

Finally, on 1/27/25 Mr. Lahr sent me an email indicating that he thinks the cause of the increase in groundwater is from the private utility company that bored a fiber optic line conduit in the right of way, which disturbed the subsurface and therefore changed the flow path and rate of the groundwater. To be clear, I am not an expert in how groundwater moves, changes patterns, or changes flow rates, but given the nature of the situation, the historical activities by M. Lahr above and around where the groundwater percolates, it seems as though it would be very difficult to prove any negligence on the part of the City (for providing a permit to said utility) or the private utility itself. It's clear that the great majority of disturbance done by Mr. Lahr above and around the garage to mitigate the groundwater, may have caused the same to be more unpredictable from season to season.

I provided Mr. Lahr a couple names of environmental consultants that have groundwater specialists on staff to assist him with this issue.

SHERBURNE COUNTY SHORELAND PERMIT APPLICATION

RECEIVED
DEC 20 2019

Lot size above the Ordinary High Water Level: _____ square feet

25% of lot > OHWL (impervious surface limit): _____ square feet

Proposed impervious surface total: _____ square feet

(One acre = 43,560 square feet)

OFFICE USE ONLY	
Fee paid: \$100 / \$250	Circle: Escrow / Fine / None
Date Rec'd: _____	Received by: _____
PIN: _____	Circle: Approved / Denied

RECEIVED
NOV 08 2019

This permit is intended to help control the alteration of shoreland property in Sherburne County pursuant to Section 14 of the Sherburne County Zoning Ordinance. Each question must be answered, and the appropriate fee(s) must be submitted before the application will be processed.

Sherburne County Zoning will mail a shoreland permit or denial letter to the property owner. No work is authorized until the permit mailed by Sherburne County Zoning is signed by the property owner and contractor and returned to Sherburne County Zoning.

Landowner name (same as signature below)	<u>Greg Leck</u>
Landowner address	<u>28609 150th St NW Zimmerman, MN 55398</u>
Project address (if different than above)	
Landowner phone number and/or email address	<u>952-836-9585 sprockets81@yahoo.com</u>
Contractor name	
Contractor address	
Contractor phone number and/or email address	

1) NAME OF LAKE (WITHIN 1,000 FEET) AND/OR RIVER (WITHIN 300 FEET): Sandy

2) DESCRIBE THE REASON/PURPOSE FOR THE PROJECT: Clean up mud & water against
my garage

3) DESCRIBE VEGETATION TO BE REMOVED AND RE-VEGETATION PLANS: 5 trees on NE side of
property — these trees have been removed

SHERBURNE COUNTY SHORELAND PERMIT APPLICATION

- 4) DESCRIBE EROSION CONTROL PLANS: 8" Round x 60' Silt Sock between
Lake & house

CIRCLE YES or NO and ANSWER THE FOLLOWING QUESTIONS:

- 4) ☒ YES or NO: WILL YOUR PROJECT INVOLVE GRADING, EXCAVATING OR FILLING OF SOILS?
Total excavated: 40 cubic yards (yd³) Total fill: 40 yd³ Total material moved: 40 yd³
- 5) ☒ YES or NO: WILL YOU BE CONSTRUCTING OR ALTERING A STRUCTURE (boat house, gazebo, deck, stairs, other)?
If YES, specify structure(s) and submit plans showing setbacks, height, design, etc.
Attached papers brought in 10' x 20' shed and removing little whist-wood
- 6) YES or ☒ NO: WILL YOU ALTER ANY AREAS LOCATED IN OR NEAR A WETLAND?
If YES, verify with the Zoning Office that you are in compliance with County, State and Federal regulations,
(I.e. Zoning Ordinance Section 14, Section 15-9, Section 17, Minnesota Wetland Conservation Act, and U.S. Clean Water Act)
- 7) YES or ☒ NO: WILL YOUR PROJECT BE LOCATED WITHIN A FLOODPLAIN?
If YES, verify with the Zoning Office that you are in compliance with County, State and Federal regulations.
- 8) YES or ☒ NO: WILL YOUR PROJECT AFFECT THE DRAINAGE FROM OR RUNOFF TO NEIGHBORING PROPERTIES?
How: _____

Include written permission from above neighbor(s) as part of application.

- 9) ☒ YES or NO: HAVE YOU SUBMITTED DETAILED DRAWINGS OF THE PROJECT?

Include (at least) vegetation to be removed, vegetation to be planted, erosion control materials and location, setback from waterbody, setbacks from lot lines, lot size, project dimensions, impervious surfaces, and a cross-section drawing showing slopes.

I certify by my signature below that the information I have provided in this application is true and correct to the best of my knowledge. I understand that by applying for this permit, I grant the zoning authority access to the property for inspection of the property before and after the alteration takes place. I also understand that if I knowingly have provided any false information, I may be subject to penalties enforceable by law.

Gregory P. Lehr
Landowner printed name

11-8-19
Date

Contractor printed name

Date

Gregory P. Lehr
Landowner signature

11-8-19
Date

Contractor signature

Date

11/1/2019

RECEIVED
DEC 20 2019

BY: _____

Lahr PID 01-405-0040	
Lot Size (sq ft)	16,204
Item	Square feet
Driveway	302
House	684
Garage	488
Patio	240
Shed	80
Shed 2	200
Sidewalk	140
Shed Ramps	64
Front porch	16.0
	-
	-
	-
Total Impervious Surface	2,058
LOT SIZE (SQ FT)	16,204
Max Amount of Impervious	4,051
Estimated Sq Ft Over or Under 25%	-1,993
Percentage of Impervious surface	12.70%

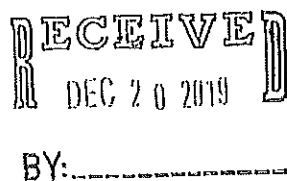
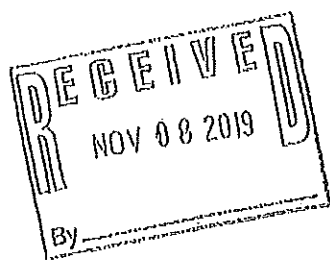
0.4

Remove
Remove
Remove

$$2743/16204 = 16.9\%$$

NOTES:

Remove Shed 80
Side walk Remove 140
Shed Ramps 64 Remove
Add parking Area $30' \times 26' = 780$
Add driveway $33' \times 5' = 165$



- ① Remove sidewalk, plant grass, fill in voids with dirt
- ② Remove dirt (mud) away from garage, change angle of water, add in drain tile, crushed concrete for parking, slope hill plant grass
26' x 30' x 18' x 22' ~~14' x 12' x 21'~~
- ③ Slope hill with seeding grass, planting 3 baby giant trees 4'-6' apart
20'
- ④ Add in a retaining wall 40' long NE side of property 1'-1 1/4' high with capping, plant grass concrete block natural color
- ⑤ ground is soft by Black walnut. Bring in 3"-4" of dirt re-seed for grass
- ⑥ Either remove cement pad or fix grading to have water drain away from house
- ⑦ purposed patio
- ⑧ Remove little white shed (concrete), bring in fill plant grass
- ⑨ Future new septic system
- ⑩ plant grass
- ⑪ remove dirt that J. put there re-seed
- ⑫ 3' x 11' Add to driveway



RECEIVED
DEC 2 2019

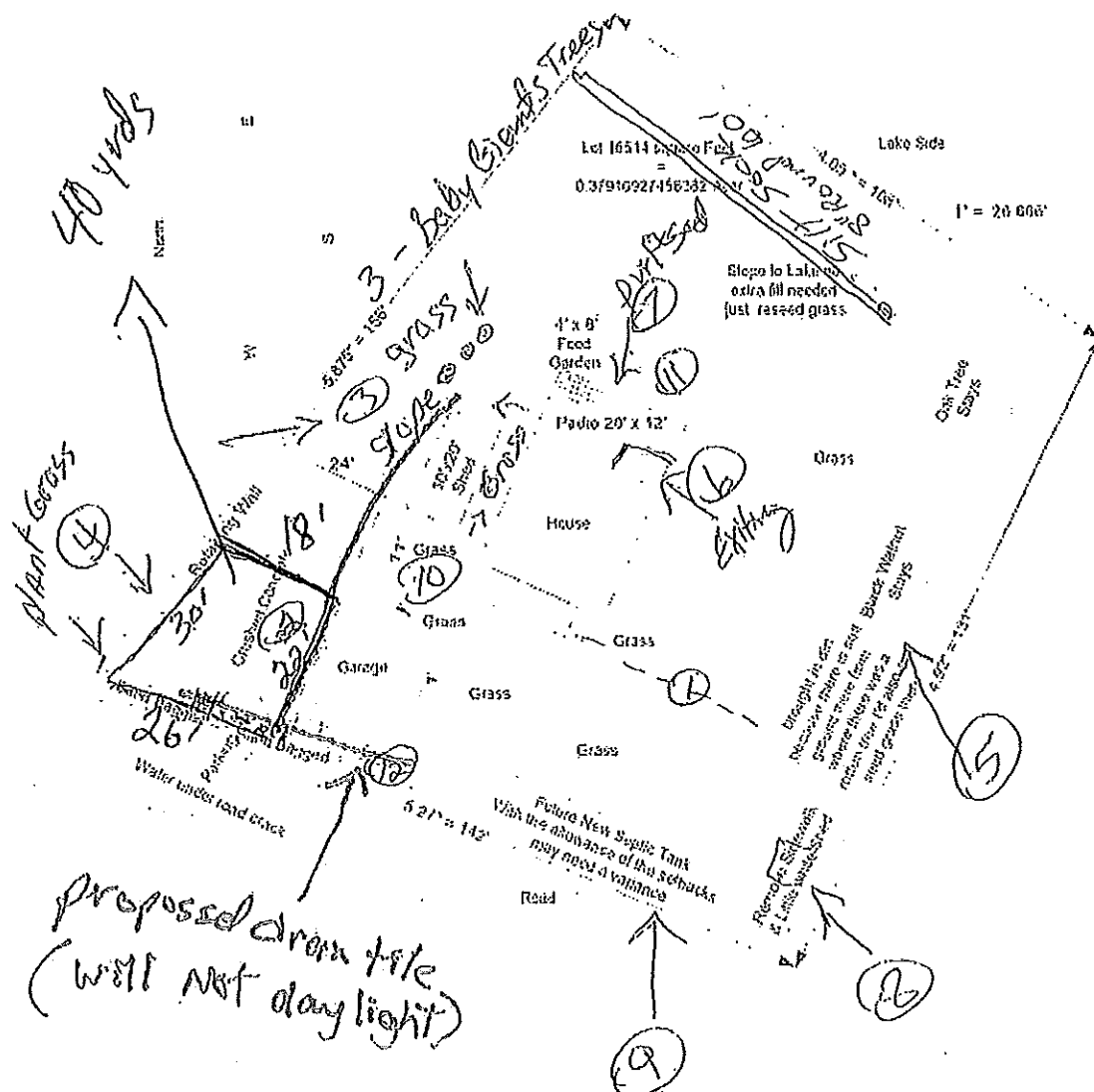
Lynn Waytashek

From: Greg Lahr <sprockets81@icloud.com>
Sent: Friday, November 8, 2019 10:01 AM
To: Lynn Waytashek
Subject: Plans

BY:
RECEIVED
NOV 08 2019
By:

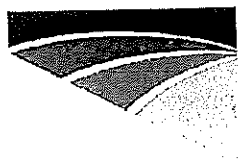
Hi Lynn

CAUTION: This email came from outside of Sherburne County. If you suspect this isn't legitimate, please use the PHISH ALERT button.



I can add trees too some of the areas are bigger than they should be thanks Greg
Sent from my iPhone

**SHERBURNE
COUNTY**



**Zach Guttormson
Sherburne County Zoning Administration**

Sherburne County Government Center
13880 Business Center Drive
Suite 100
Elk River, MN 55330-4668
(763) 765-4462
1-800-433-5228

January 31, 2020

Greg Lahr
28609 100th St NW
Zimmerman, MN 55398

RE: After-The-Fact Shoreland Alteration Permit, Sandy Lake, PID #01-405-0040

Dear Mr. Lahr,

This letter is regarding the After-The-Fact Shoreland Alteration Permit request you submitted for your property located at the PID listed above on the Sandy Lake. Your application has been assigned to me for review; please send all future correspondence to my attention. The Application received in completion on 12/20/2019 to perform various grading projects on your property, remove impervious surfaces, construct a retaining wall near the Township road, install a French draitile, install a 10' x 20' shed, construct a parking area on the north side of the garage, and construct a new 12'x20' patio— as shown on the plans submitted with the Shoreland Alteration Permit Application has been reviewed. At this time I am happy to inform you that your permit request has been approved. This approval is contingent upon the following conditions:

GENERAL CONDITIONS

1. Methods to minimize soil erosion and to trap sediments before they reach the lake (for example: erosion control blankets and silt fencing) are implemented prior to beginning work and maintained until the work is completed and vegetation is established;
2. Disturbed soils must be immediately stabilized and seeded;
3. Other permits are obtained as necessary. This permit does not release the landowner from permits that may be required from local, state, and federal agencies (covenants, building permits, Dept of Natural Resources, Sherburne Co building permits, MN Wetland permits, etc.);
4. Alterations to your property may not adversely affect the drainage from or runoff to neighboring properties without written approval from such neighbors;
5. Demolition debris must be properly disposed of and must not be burned or buried on-site;
6. No additional trees may be removed from the property;
7. The proposed parking area must meet the 100 foot setback from the Ordinary High Water Level of Sandy Lake;
8. No spoils are piled near the lake. All spoils which are not necessary for fill must either be removed from the property entirely or treated to reduce the potential for erosion before being spread and vegetated;
9. **Impervious surface area does not exceed 25 percent on the property.** The proposed project puts the property at 2,743 square feet of impervious surface which equals 16.9%;

10. All proposed work must be conducted on your property. It is your responsibility to know where your property boundaries are;
11. You will contact the Zoning office for a final inspection upon completion of the project within one year of project completion;
12. This permit does not provide for any approval below the OHWL of the Sandy Lake. Please contact James Bedell our DNR Area Hydrologist (320-223-7850) for approval below the OHWL.

RETAINING WALL

1. If the retaining wall is taller than 4', it must have an engineered design and a separate building permit must be obtained. The application states the retaining wall will be 20 feet long and 1 to 4 feet in height;
2. The retaining wall must be as unobtrusive as possible as viewed from the lake. This may be accomplished by use of wood or neutral colors, vegetation, and/or topography;
3. The retaining wall may not be placed below the Ordinary High Water Level of Sandy Lake or within the right-of-way of 100th St NW.

10' x 20' Structure

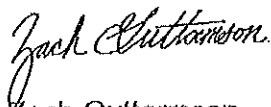
1. The structure must meet the regulatory floodplain elevation of 979.4. LiDAR contours show the elevation to be 982;
2. If the structure exceeds 200 square feet, a building permit is required;
3. The structure must meet all setbacks. The structure meets the administrative exemption setback to the Ordinary High Water Level of Sandy Lake.

A Shoreland Ordinance violation is a misdemeanor punishable by a maximum of 90 days in jail, a \$1,000 fine and legal action by the Sherburne County Attorney's Office.

This Shoreland Alteration Permit will expire one year from the date of this letter. An extension may be granted if necessary. Alterations not specified in this letter are not allowed by this permit. On the bottom of this letter, I have a place for you to sign if you agree with the conditions. This permit is not valid until you send a signed copy of this permit to the Zoning Department. Failure to do so will nullify this permit.

Please contact the Zoning Department when work has been completed for a final inspection. If you have any questions, please contact me at 1-800-438-0578 or directly at 763-765-4462. Thank you in advance for your cooperation and good luck with your project!

Sincerely,



Zach Guttormson
Water Resource Specialist

I agree to the above listed conditions of my Shoreland Alteration Permit.

(Owner's printed name)

(Owner's signature)

(Date)

(Contractor's printed name)

(Contractor's signature)

(Date)

Nov 16, 2020

stated that the fence serves a purpose, but it is in the road right-of-way. It has just been brought to our attention. We have to continue the same and we are not trying to single someone out. He moves to be inside the property line with no variance needed. Lawrence/Handshoe unanimous to give the Klein's to July 1, 2021 to have the shed moved and the same date for the fence to be moved off the road right-of-way. Discussion regarding the lift station for her cabin and having electrical in the ditch. Steve Klein stated that the previous property owner gave them an easement for the electrical and they also worked with the DNR.

Public Hearing to Certify Delinquent Community Sewer Treatment Fees and Review 2021 Budget for Frontier Trails

Close Regular Meeting – Lawrence/Handshoe unanimous to close the regular meeting at 7:35 p.m.

Open Public Hearing – Lawrence/Handshoe unanimous to open the public hearing. There was no one present to speak during the public hearing.

Close Public Hearing – The Clerk is recommending no change in fees. Lawrence/Handshoe unanimous to close the public hearing.

Open Regular Meeting – Lawrence/Handshoe unanimous to open the regular meeting at 7:38 p.m.

Fire Department Report - No report.

Road Report:

Approve/Disapprove Hiring Seasonal Snowplow Drivers – Rush/Handshoe unanimous to approve hiring seasonal snowplow drivers pending drug test.

Sign on 99th Street – Handshoe stated that the road is a dead-end road. A resident is asking for a 'no outlet' sign be placed under the dead-end sign. Lawrence/Handshoe unanimous to approve.

100th Street Information – Handshoe stated that the property owner is taking off the road right-of-way. Groundwater is coming up. He does have a permit and is installing drain tile.

Approval of Consent Agenda – Rush/Handshoe unanimous to approve the Town Board meeting minutes of October 19, 2020.

CONDITIONAL & INTERIM USE PERMITS: None.

PLATS:

Road Report:

Discuss Right-of-Way Alteration, 100th Street, North Side of Sandy Lake –

Handshoe stated that they have been in violation with the county. Good stated that the property owner has been in violation of the OHWL mark last spring. The whole road right-of-way has been removed and the grade of the road has changed substantially. A permit was not obtained. Handshoe will contact the county.

Shed Encroaching the North Sandy Lake Boat Access – Hudson/Rush unanimous to send a letter to the property owner giving them 30 days to move the shed within receipt of the letter. The shed encroaches onto township owned property (boat access).

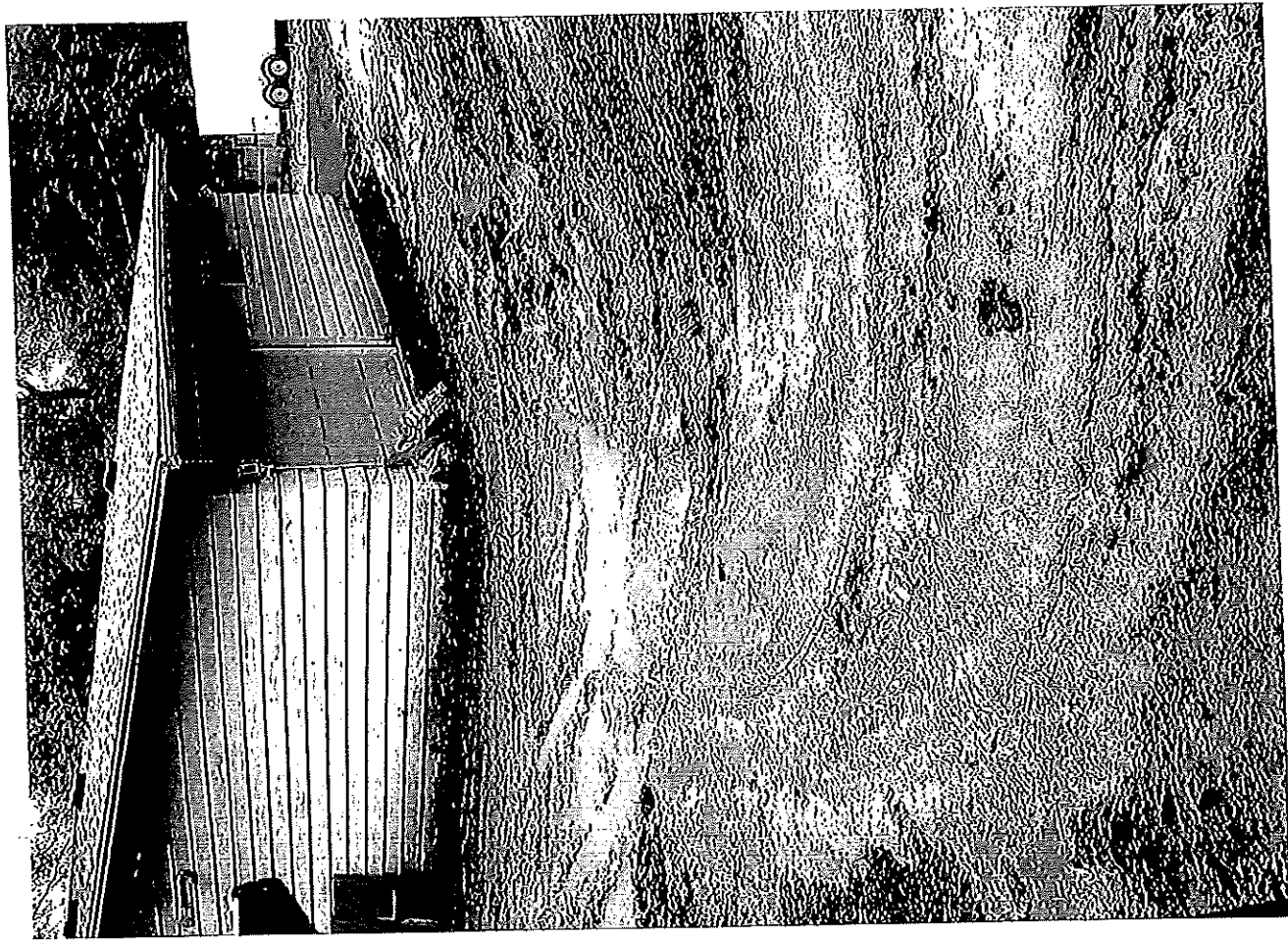
Tree Removal – A quote from Hanson's Tree Service to remove a tree that is leaning over the boat launch on Sandy Lake in the amount of \$500 was received. Swanson stated that the township needs to talk to the county first and determine if a Shoreland Alteration Permit is required.

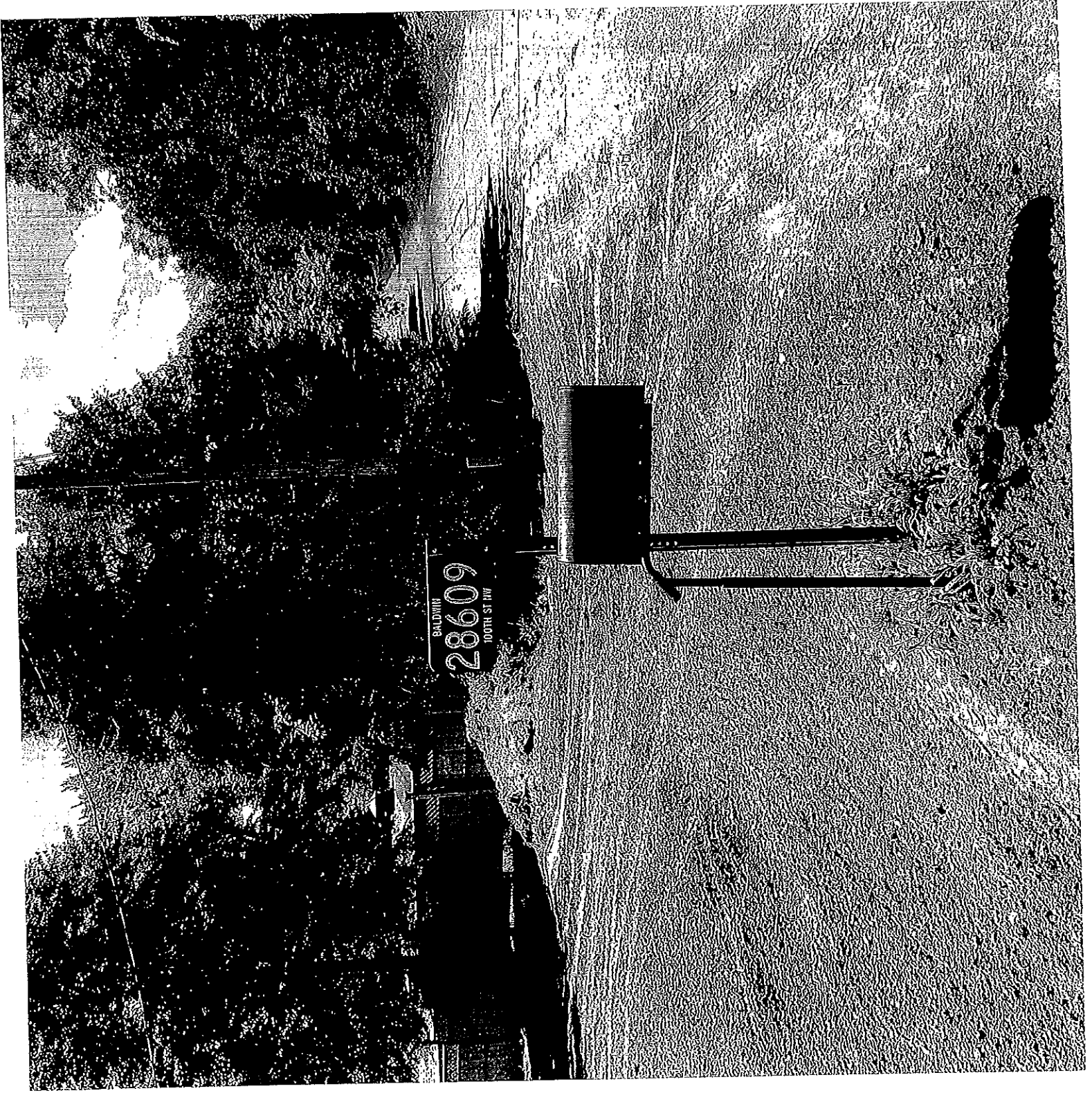
Fence Encroaching the North Sandy Lake Boat Access – Good stated that the fence is on the same property as the shed and is close to the road right-of-way. Lawrence stated that the fence is used for people not parking in their yard and thinks it is serving a purpose for us as a township. Swanson stated that if we do that, we accept liability. Hudson/Handshoe unanimous to include moving the fence along with the shed in the letter.

Discuss Dock, 287th Avenue Public Access, West Side of Elk Lake – Hudson motioned, and Rush seconded the motion to go and pull it. Lawrence stated that there are 2 houses there and would not like to see Good be put in the middle of it. Hudson stated that he does not believe it is one of the two. Swanson stated that if Good runs into flack the Town Board does not expect him to take on a resident and would recommend getting the sheriff involved. A friendly amendment was made that if Good runs into opposition give Good the capability to give them 24 hours to remove. Both Rush and Hudson accepted the friendly amendment. Upon voice vote, the motion carried.

Discuss Ponding on 320 ½ Avenue & 125th Street – Good stated that there is a large hole and it is holding water. Wes Davis, Bogart, Pederson & Associates, wants to groove it when it rains and plans on getting it done before the winter months. Swanson stated that the north inlet to Marv's is holding water also. The embroidery business ditch was supposed to be taken care of and the fix was apparently discussed with the owner. The owner said it did not happen. Swanson will talk to Wes Davis as there is no reason for a ditch between that property and 125th Street. Swanson will ask that this issue be fixed at Bogart, Pederson's cost. The concrete culvert needs to be dug out and filled in to give the property owner a proper ditch. This is an engineering problem. Discussion on the roller rink and other drainage issues.

28609 100TH ST NW





100TH ST.
btlr
Sandy
Lake



BALDWIN TOWNSHIP
30239 - 128TH Street
Princeton, MN 55371
Telephone: (763) 389-8931
Fax: (763) 389-2751

For Office Use Only
Permit # 21-02

ZG okay

Job: 2022460

**APPLICATION AND AGREEMENT FOR EXCAVATION AND/OR OBSTRUCTION PERMIT
UNDER ORDINANCE #500**

Application is hereby made for permission to place, excavate, or obstruct the right-of-way with a
Buried service wire _____ (along or across) Baldwin Township Road (property address)
28621 100th St NW in accordance with the sketch attached hereto.

Business/Contractor Name: Telcom Construction for Century Link
Applicant: Jane Brown
Address: PO Box 189
City: Clearwater State: MN Zip Code: 55320
Email: jane.brown@telcomconstruction.com

Contact Person: Jane Brown Telephone: (320) 365-0086
Email: jane.brown@telcomconstruction.com

Certificate of Insurance Provided to Baldwin Township: From _____ to _____
(Dates of coverage)

Construction Location (describe):
Plow 320 feet of 3pr 24 gauge copper cable, including a bore under driveway at
28609 100th St NW from ped to house

From/to: (Address/Intersection) From: ped by 28609 100th ST NW To: 28621 100th St NW

Propose/Type of Construction (check all that apply)

New ☒ Replacement _____ Repair _____ Other _____
Trench ☒ Hole _____ Chamber _____ Boring ☒
Other _____

Excavation Size: Length 320' Width 2" Depth 24"

Construction Schedule

Number of Construction Days: 1 Construction Dates: Start Date: 4/14/21 - Completion Date: 7/01/21

Applicant acknowledges receipt of and is familiar with the provisions of Ordinance #500. Applicant agrees to return Township Right-of-Way to original condition when project is complete.

Signed: _____ Name (print) Jane Brown
Date: 1/26/21

COMPLETE AND RETURN A COPY OF PERMIT AFTER PROJECT COMPLETION

Permit Number: 21-02
Date Completed: _____
Name of Applicant: _____

Send to: Baldwin Township
30239 - 128th Street NW
Princeton, MN 55371

Revised 1-7-2020		MN Metro		CMS#	20222460
CenturyLink BSW Order/Maintenance Work Authorization					
Company	T600	Exchange Name	PRINCETON	Order/Repair	n18468192
Work Activity	3 PR COPPER BURIED			CAPITAL OR MAINTENANCE	CAPITAL
Customer Name	Hall, Kristin			Phone#	7633693478
Address	28621 100th St NW			One Call Ticket#	
City & Zip	Zimmerman				
Location/Directions					
Description of Work or Special Instructions	nds bsw old single pr-def				

Held Order	Permit:	Bore:	CBR#	6122707540
Tech Name and Tech #	Employee Contact#			
Sketch	Material/Labor Units		Footage/Quantity	Comments
(Include Cntr Line & Pedestal)	Description	Notes		
Cntr Line foot	SEB3-22	BSW-3 & plow plcmt	300	
	SEB3-22T	BSW-3 & hand dig plcmt		
Ped#	SEPCUTOVER	CUTOVER BSW	1	
Parish/County	BM83	BSW guard at house	1	
Isen#	XXSEB-GL	Remove temp drop		Footage when temp can't be re-used
Township:	BM61(1.25)SEB	BSW Bore footage	30	
Section	SEBO PER FT LBR	Fiber & plow plcmt		
Range	SEBO PER FT LBR T	Fiber & hand dig plcmt		
	SEB6-22	BSW-6 & plow plcmt		
	BD2	D Post		
	Trip Charge	Trip Charge	1	
	Permit	Permit	1	Any placement within the ROW requires a permit
Nearest cross st, 287th			Plat Page	Map#



Originated By:	Date:	12/3/20	Completed By:	Date:
Authorized By: (SRO)	Mark Galle	Date:	Inspected By:	Date:
Authorized By: (AOM)	Anderson, Kris	Date:		
Email sketch to:	mark.galles@centurylink.com			
1. Distance of the bury in Right-of-Way	na	3. Distance to the nearest Intersection	600ft	
2. Distance from the terminal to the centerline	30	4. Nearest State Hwy mile marker	na	

Cathy Stevens

From: Jay Swanson <swantec@nsatel.net>
Sent: Tuesday, January 26, 2021 10:31 AM
To: Cathy Stevens
Subject: Re: Baldwin Township - ROW Permit

Should be fine Cathy.

Jay Swanson
President
Swantec, Inc.
Ph: 763-631-8545
Fax: 763-631-8544

On 1/26/2021 9:09 AM, Cathy Stevens wrote:

For your review/approval/disapproval.
Located in Shady Oaks (by Sandy Lake).

Thank you.

Cathy Stevens
Baldwin Township
Clerk/Treasurer
Phone: (763) 389-8931
Fax: (763) 389-2751

Please note my new email address is: Cathy.Stevens@baldwintwpmn.com

Matthew Kind

From: G L <sprockets81@icloud.com>
Sent: Sunday, January 26, 2025 7:09 AM
To: Matthew Kind
Subject: Water

Good morning Matt I spoke to a couple people that buried cable for living both guys stated if the ground was disturbed this water that is coming from the ground could be from a spring but they both stated it can be worse now if some company put in cable or fiber optic with a horizontal boring machine.

If I recall right three years ago, there was fiber optic that came through here at that time they cut my tile. What you saw that Friday was the worst we've seen the water & ice build up.

The fiber optic crew ran Horizontal Boring machines from one side to the other side of the road that could've caused this water issue.

I am not the only person that's having this water issue along our road there is other people.

I've tried to call Minco several times but never got a response back kind of like passing the buck.

We can expect Mother Nature on natural Springs but what we cannot accept is the fact it's worse now than it ever has been and it's a fact that the fiber optic company came through here with their equipment therefore, disturbing the soil with their machines could of caused more damage than good.

The county of Sherburne County would've had to give them permission to put that system in I've called the county on this matter, and they rerouted me back to the city of Baldwin for this type of permits.

You said it's not a city problem it's mother nature but the fact of the matter it is your problem and the county's problem not all the people that live back here you guys built the road you gave permits to people or companies to put in buried cable and now people are having more water issues That seems fair, right.

Thank you, Greg

Sent from my iPhone

Matthew Kind

From: G L <sprockets81@icloud.com>
Sent: Sunday, January 26, 2025 8:07 AM
To: Matthew Kind
Subject: Wt

The 2 guys I talked with that do horizontal Boring said that's why we have insurance in case of shit like this they both told me farmers don't mark off their tile until it's to late. They told me it's the same with home owners they said they go off 33' from the center of the road back and dig well out here the tar road isn't sitting center of the road easement so the 33' set back would be off Sent from my iPhone