



AGENDA FOR FEBRUARY 24TH, 2025
CITY OF BALDWIN REGULAR MEETING
7:00 p.m.
(Revised 2/20/2025)

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:

Public Comment Requests:

- Larry Doose: 900 Airport Road, Princeton

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 February 3rd, 2025 and Reconvene Meeting Minutes for February 10th, 2025

Engineering:

- a. Discuss Soil Borings on 100th and 297th Street
- b. Discuss Stormwater Projects for Sandy Lake and Lake Diann
- c. Discuss Culvert Repairs on 305th Avenue
- d. Discuss MSA Funding
- e. Discuss 278th, 120th and 123rd Punchlist for Pavement and Culverts Repairs

Frontier Trails Update:

Road Report – Tom Rush

- a. Discuss Public Works Report
- b. Discuss/Approve/Disapprove 2024 Freightliner Plow Truck Change Order – Tom Rush
- c. Discuss Enclosed Trailer for Public Works – Alan Walker
- d. Discuss/Approve/Disapprove EMS Sign Charge Changed from \$30.00 to \$35.00 – Tom Rush
- e. Discuss/Approve/Disapprove EMS Signs Changing from Baldwin to the City of Baldwin – Tom Rush

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.

- f. Discuss Obstructions in Road of Way – Tom Rush

Tabled Items:

- a. Discuss/Approve/Disapprove 136th Street Road Agreement – Tom Rush
- b. Discuss Yearly Goals for 2025 – Jay Swanson

New Business:

- a. Discuss/Approve/Disapprove Infrastructure Committee Members – Jeff Holm
- b. Discuss/Approve/Disapprove Clerk Attending MCFOA Conference March 18th March 21, 2025 – Clerk
- c. Discuss/Approve/Disapprove Attorney's Revisions to Ordinance 2025-03 – Jay Swanson
- d. Schedule Board of Canvass for April 8th, 2025 Special Election. Must be Held Before April 18th 2025 – Clerk
- e. Discuss/Approve/Disapprove Election Judge Supper for April 8th, 2025 Special Election – Clerk
- f. Discuss/Approve/Disapprove Purchasing Used Aerial Apparatus Truck worth \$2,000,000 for \$10,000 – Jay Swanson
- g. Discuss/Approve/Disapprove Revised 2024 Ending Cash Balance - Clerk

Discuss/Approve/Disapprove Resolution 25-03 Appointing Election Judges

Announcements:

- a. Planning Commission Meeting, Wednesday, February 26th, 2025 at 7:00 p.m.
- b. Rum River Construction Consultants 2025 Building Blocks Continuing Education February 28th, 2025 at Baldwin Fire Station from 8:00 a.m. to 4:00 p.m.
- c. Next City Council Meeting, Monday, March 3rd, 2025 at 7:00 p.m.
- d. City of Baldwin Special Election for Sunday Liquor Licenses Tuesday, April 8th, 2025. Polls Open from 10:00 a.m. to 8:00 p.m.
- e. City of Baldwin Board of Appeal and Equalization Meeting, Thursday, April 17th, 2025 at 3:00 p.m.

Any Other Business:

Adjourn:

CITY OF BALDWIN

*Cash Balances

Cash Account: 10100
February 2025

Fund	Begin February 2025	-----Transfers-----			Receipts	Disbursements	Rec/Disb	Journal Entries	JE Payroll	Balance No Investments	Investments	Balance
10100 - Bremer												
101 - General Fund	(\$760,342.61)				\$151,251.74	(\$110,025.70)	\$0.00		(\$16,751.05)	(\$735,867.62)	\$0.00	In Bal (\$735,867.62)
225 - Cemetery Fund	\$14,827.64						\$0.00		(\$107.65)	\$14,719.99	\$0.00	In Bal \$14,719.99
250 - Fire Fund	\$40,165.74				\$529.80	(\$40,825.91)	\$0.00	\$50,000.00	(\$3,242.74)	\$46,626.89	\$0.00	In Bal \$46,626.89
301 - G.O. 2017A	\$735,169.64						\$0.00			\$735,169.64	\$0.00	In Bal \$735,169.64
302 - G.O. 2024A	(\$16,841.59)						\$0.00			(\$16,841.59)	\$0.00	In Bal (\$16,841.59)
401 - Capital Project Fund	\$150,098.97						\$0.00			\$150,098.97	\$0.00	In Bal \$150,098.97
402 - Fire Service	\$61,283.62					(\$11,826.75)	\$0.00			\$49,436.87	\$0.00	In Bal \$49,436.87
403 - Fire Infrastructure Fund	\$198,765.41						\$0.00	(\$50,000.00)		\$148,765.41	\$0.00	In Bal \$148,765.41
404 - Parks Capital Fund	\$84,341.80				\$125.00	(\$83.44)	\$0.00			\$84,383.36	\$0.00	In Bal \$84,383.36
602 - Sewer Fund	\$47,989.43				\$5,266.00	(\$4,315.65)	\$0.00		(\$663.10)	\$48,276.68	\$0.00	In Bal \$48,276.68
801 - Developers Account - Escrow	\$117,551.88				\$8,390.00	(\$901.25)	\$0.00			\$125,040.63	\$0.00	In Bal \$125,040.63
802 - Baldwin Estates Escrow	\$1,489.61						\$0.00			\$1,489.61	\$0.00	In Bal \$1,489.61
803 - Misty Hollow Escrow	\$1,121.79						\$0.00			\$1,121.79	\$0.00	In Bal \$1,121.79
804 - Buck Run Escrow	\$15,756.81						\$0.00			\$15,756.81	\$0.00	In Bal \$15,756.81
805 - Sumner Farms 1st Addt Escr	\$2,676.41						\$0.00			\$2,676.41	\$0.00	In Bal \$2,676.41
MTD Amounts												
Begin	\$694,034.55	YTD Amounts	\$975,411.07	MTD Amounts			\$0.00	Begin + YTD	\$0.00			\$0.00
Receipt	\$165,562.54		\$249,820.76		Investments		\$0.00		\$0.00			\$0.00
Disbursements	(\$167,978.70)		(\$482,622.16)		Petty Cash		\$0.00		\$0.00			\$0.00
Transfers Rec/Disb	\$0.00		\$0.00		Savings		\$0.00		\$0.00			\$0.00
Transfers JE	\$0.00		\$0.00		Money Market		\$0.00		\$0.00			\$0.00
JE Payroll	(\$20,764.54)		(\$71,755.82)		Balance		\$670,853.85	In Balance				

CITY OF BALDWIN

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Batch:

012025FuelTax,020425BiWeekLiab,020425BiWeekPera,020425StateLiab,022425MtgPayments,CaseTBPeraJan25,ChiefStateJan25,PAY20250103.00,PAY20250104.00,PAY20250202.01,PAY20250502.01,PAY20250802.00,PCChiefCase0125

Name	Check Date	Check Amt	
10100 Bremer			
14e Minnesota Dept of Revenue	2/3/2025	\$73.18	Fire Chief Jan 2025 State Tax
15e EFTPS	2/3/2025	\$746.71	PC Chief Case Jan 2025 Payroll Liab
16e Pera	2/3/2025	\$30.00	Case TB Jan 2025
17e Minnesota Dept of Revenue	2/4/2025	\$53.11	January 2025 Fuel Tax
18e EFTPS	2/5/2025	\$2,235.54	02042025 BiWeekly Payroll
19e Minnesota Dept of Revenue	2/5/2025	\$433.83	02042025 State Liab
20e Pera	2/5/2025	\$1,361.29	02042025 BiWeekly Pera
28346 Fadden, Phillip E.	2/4/2025	\$1,523.19	
28347 Good, Zachary D.	2/4/2025	\$1,282.01	
28348 Heinen, Joan	2/4/2025	\$2,421.66	
28349 Nielsen, Kayla	2/4/2025	\$1,499.32	
28350 Christen, Louis R.	2/18/2025	\$842.00	
28351 Craig, Jeffery C.	2/18/2025	\$516.46	
28352 Fadden, Phillip E.	2/18/2025	\$2,269.19	
28353 Good, Zachary D.	2/18/2025	\$1,956.16	
28354 Heinen, Joan	2/18/2025	\$2,283.01	
28355 Nielsen, Kayla	2/18/2025	\$1,519.78	
28356 Otis, Mark D	2/18/2025	\$869.60	
28357 Sromek, Robert	2/18/2025	\$171.13	
28358 Fischer, Robin K.	2/24/2025	\$923.50	
28359 Kriesel, Lester W.	2/24/2025	\$92.35	
28360 Swanson, Jay C.	2/24/2025	\$738.80	
28361 Alex Air Apparatus 2 LLC	2/24/2025	\$972.41	Annual Compressor and Air Quality Test
28362 AT&T Mobility	2/24/2025	\$224.40	Cell Phone Charges
28363 Beaudry Oil and Propane	2/24/2025	\$2,005.03	Gasoline
28364 Bogart Pederson Associates Inc	2/24/2025	\$155.00	Info to Hakanson Anderson
28365 Burkhardt and Burkhardt	2/24/2025	\$489.95	Professional Services Jan 2025 Chart of Accts
28366 Connexus Energy	2/24/2025	\$1,574.93	Electric
28367 Couri and Ruppe PLLP	2/24/2025	\$28,072.50	136th Street - <i>Legal Fees General</i>
28368 ECM Publishers Inc	2/24/2025	\$66.00	Publishing Ordinance 2025-02
28369 Finken Companies	2/24/2025	\$37.80	Water Cooler Rental
28370 Hakanson Anderson	2/24/2025	\$39,871.60	Building Permit Review - <i>Engineering</i>
28371 Health Partners	2/24/2025	\$3,177.77	Employee Health Insurance PW
28372 Jellyfish Graphics LLC	2/24/2025	\$135.49	Embroidery Apparel
28373 Joan Heinen	2/24/2025	\$72.80	Mileage Ehlers Seminar
28374 Lester Kriesel	2/24/2025	\$35.00	Park Committee Meeting
28375 Marks Sewer Service Inc	2/24/2025	\$265.00	Thaw Lift Line and Drain Field City Hall
28376 Marvs True Value	2/24/2025	\$317.71	Diverter Valves Drain Field Manhole Cover
28377 Metro Sales Inc	2/24/2025	\$100.76	Copier Contract FD
28378 Midcontinent Communications	2/24/2025	\$285.47	Internet Charges
28379 Minnesota Child Support Pymt	2/24/2025	\$879.54	020425 and 02182025 Payroll
28380 Momentum Truck Group	2/24/2025	\$98.41	Equipment Parts 2016 Freightliner Sensor Oil
28381 NAPA Central	2/24/2025	\$190.65	2007 New Holland W190B Hose and Fittings
28382 Office Depot	2/24/2025	\$196.37	Copy Paper Fire Department - <i>office supplies City Hall</i>
28383 Princeton Gas	2/24/2025	\$144.00	Gas 2024 GMC
28384 Princeton Rental Inc	2/24/2025	\$7.92	Rewind Rope ms180 Pole Saw
28385 SCSU Welcome Center	2/24/2025	\$455.00	2025 MCFOA Annual Conference MCFOA.202
28386 Sherburne County Auditor	2/24/2025	\$45.00	2025 Certified Special Assessments Frontier Tr
28387 SHI International Corp	2/24/2025	\$344.47	Software Veeam Backup
28388 The Planning Company LLC	2/24/2025	\$5,487.50	Ordinances - <i>Planning Zoning Admin.</i>
28389 Unique Paving Materials Corp	2/24/2025	\$262.28	Cold Patch
28390 Victor Lundeen Company	2/24/2025	\$35.05	Deputy Clerk Notary Stamp

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Batch:

012025FuelTax,020425BiWeekLiab,020425BiWeekPera,020425StateLiab,022425MtgPayments,CaseTBPeraJan25,ChiefStateJan25,PAY20250103.00,PAY20250104.00,PAY20250202.01,PAY20250502.01,PAY20250802.00,PCChiefCase0125

Name

Check Date

Check Amt

Total Checks

\$109,847.63



BALDWIN CITY COUNCIL REGULAR MEETING

FEBRUARY 3RD, 2025

DRAFT

Present – Mayor Jay Swanson, City Council; Tom Rush, Alan Walker and Scott Case

Absent – Jeff Holm

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

Call to Order – The February 3rd, 2025 regular meeting of the City of Baldwin was called to order by Mayor Jay Swanson at 7:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance

Prayer Request from Delmas Hines

Additions/Corrections to Agenda

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

February 2025 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$694,034.55, Receipts of \$5,266.00, Disbursements of \$78,895.61 leaving an unaudited ending balance of \$620,404.94.

Sheriff's Report – Deputy Ben Zawacki reported a total of 210 calls for the City of Baldwin in the month of January 2025. These calls consisted of 25 medicals, 58 traffic stops, 28 security checks, 11 extra patrols and the rest are miscellaneous calls for service. There were no reports of burglaries in the month of January 2025.

Sheriff's Office Annual Report Presentation – Deputy Zawacki presented an annual report of activities and services provided by the Sherburne County Sheriff's Department to Baldwin Township/City of Baldwin for 2024. This report was an overview of the monthly reports that Deputy Wilson presents each month to the City Council/Town Board. In 2024 the Sheriff's Office reported 2861 calls for service and arrests in Baldwin. This compares to 2375 in 2023 and 2646 in 2022. Serious criminal activity for 2024 was 35 assaults, 4 burglaries, 6 narcotics, 16 DUI, 1 Criminal sexual crime, 34 thefts, 25 criminal damage to property and no homicides.

The back-up dispatch Center at Zimmerman Public Safety Building will be fully operational in the near future. The Department had a considerable number of long-term employees retiring in 2024 and early 2025. K9 Deputy Jax retired as of January 21, 2025 and K9 Deputy Bane will begin training with Deputy Calson in March 2025. The Emergency Response Unit has received recognition for tactical skills. Some of the community involvements the Sheriff's Office participated in were Special Olympics MN Law Enforcement Torch Run, Night to Unite and shop with a Cop.

**Public Comment Requests –**

- Scott Schmidt – 14215 285th Avenue: Schmidt has been working with the DNR since 2016 to cut back the brush above high water and the buckthorn by Elk Lake. In the spring of 2023, the DNR approved the clearing of this area. In the spring of 2023 Schmidt came to the Township requesting to clear out the swamp area. Schmidt has contacted all property owners to communicate the clearing of this brush and buckthorn. Schmidt invited the City Council to check out this area to see the clearing and accomplishments that have been completed.

Approval of Consent - Rush/Walker unanimous to approve.

- Approve Claims List – Void Check #'s 28324 – 28331. Check numbers 28318 – 28323 and 28332 – 28345 for \$78,895.61 and 4 EFT Payments for \$9,629.42 for a total of \$88,525.03.
- Approve City Council Meeting Minutes for January 27th, 2025
- Approve Updated Claim Forms
- Approve Firefighter Resignation for Brandon Wren

Fire Department Report: Chief Case reported a total of 24 calls for the month of January 2025. These calls consisted of 20 medicals, 1 structure fire, 1 hazardous condition, 1 motor vehicle crash and 1 grass/rubbish fire. There were 4 calls for service in Blue Hill Township.

Discuss/Approve/Disapprove Replacing Sign at Fire Department – Current exterior sign at the Fire Department says Northeast Sherburne Fire Department. Case would like to propose a new exterior sign saying Baldwin Fire Department and a new sign for Baldwin City Hall. Case does not want to incur a huge expense for these new signs. This is discussion only at this time. **Rush/Walker unanimous to table until March 3rd 2025 City Council meeting.** Case to get price quotes for new signage for the Fire Department and City Hall.

Discuss/Approve/Disapprove Ariel Apparatus – Case brought Brandon Lage, a mechanic with an outside company and a Fire Fighter for the City of Baldwin, to go to Chippawa Falls to look at a 1991 66-foot ladder truck. While looking at the truck, the owner said the truck could be brought back to Baldwin. Swanson authorized the truck to be brought to Baldwin so it could be looked at and a test drive done by Lage. This truck was originally listed for \$20,000.00 and then \$15,000.00. The current purchase price for this ladder truck is \$10,000. Lage drove the truck quite a distance from Chippawa Falls to Baldwin. Lage said the truck ran exceptionally well, has new tires, all the emergency lights were replaced, came from a working fire department, had a fresh oil change done 1200 miles ago and at some point, the ladder had been replaced from a steel ladder to an aluminum ladder. Case stated that Baldwin has a new Church going in the City and the truck could be used for future commercial buildings. The Fire Department could benefit from using the truck for ladder operation training. The Fire Department currently spends \$7500.00 a year on ladder training that could be done if the ladder truck was purchased. This ladder truck has not been approved for purchase by the City Council. Swanson stated that this is an unusual situation but due to the price, the benefits to the



Fire Department and the owner saying the truck could be brought back to the City, the City has possession of the truck. Swanson said there are some certifications that need to be done. Swanson proposed the \$10,000 purchase price for the truck to come out of the cell tower rent revenue. Rush said that this was discussed at the January 6th, 2025 City Council meeting to look at the truck only. Rush stated that there was no communication with the City Council that this truck would be brought back to the City. Rush would like to see the maintenance records, certification records and a training plan. Rush spoke to Holm, and he would like to see the certification records as well. Rush would like to table the purchase of the truck until the February 24th, 2025 City Council meeting so he can view the maintenance, certification records and training plan. Ruppe, City Attorney, gave three options of reconvening this topic until a later date this week, table this until the February 24th City Council meeting or call a special meeting. **Rush/Walker unanimous to approve** this discussion until the February 10th, 2025 reconvened meeting.

Discuss Fire Department infrastructure – Fire Department is running out of room at the current facility. Swanson asked about the status of the infrastructure committee for remodeling of the current fire department, public works department and city hall. Rush stated Holm would like to advertise for committee members in order to open this up to Baldwin Resident's. Case is concerned that someone will get hurt due to the limited space at the Fire Department. Case would like to get a plan in place to start the infrastructure committee. The discussion was to advertise for committee members in the local newspaper. This should also be put on the Cities website and Facebook page. The closing date for committee members to apply will be February 24th, 2025 **Rush/Walker unanimous to approve** posting and advertising

Discuss/Approve/Disapprove Fire Department Staffing – Case would like to increase staffing for the Fire Department from 35 to 40 with an additional captain and lieutenant. The Fire Department election will be in the fall of 2025. **Rush/Walker unanimous to approve** 5th captain and 5th lieutenant and to increase staffing to 40. This will also be added to the fire department employee handbook.

Planning Items:

Discuss Code Enforcements – City Planner and Zoning Administrator, Dan Licht, from The Planning Company sent a memorandum to the Clerk.

- PID# 01-00407-0630 had a complaint of an RV being occupied. The property owner is planning new construction or moving a manufactured home on the lot that will meet City requirements. City Staff and property owner will schedule a meeting to discuss zoning requirements the week of February 10th, 2025 and will include Baldwin's building official.
- The code enforcement spreadsheet, which is on file at the Clerk's office, highlights a number of properties that have not responded to an administrative letter sent out by City Staff. City Staff requested direction to issue Administrative Citations. **Rush/Case unanimous to approve** administrative citations.

- PID# 01-00015-4402 – Shipping container used as an accessory structure on a lot less than 10 acres. **Rush/Walker unanimous to approve** administrative letter.
- PID# 01-00404-0806 – Inoperable vehicles that are not parked on their driveway and lots of junk and debris in yard. **Rush/Walker unanimous to approve** administrative letter.
- PID# 01-00535-0130 - **Rush/Walker unanimous to approve** Licht, City Zoning Administrator to engage with this property owner and include Andy, Baldwin Building Official, if needed.

Discuss/Approve/Disapprove Ordinance 2025-05, Amendment of Ordinance 100 and Ordinance 920 Addressing Plumbing Permit Administration, Plan Review, Inspections and Fees – Rush/Walker unanimous to approve ordinance 2025-05.

Discuss/Approve/Disapprove Resolution 25-02 Minnesota Department of Labor and Industry Plumbing Plan Review Agreement – Rush/Walker unanimous to approve Resolution 25-02.

Park Committee Report – Rush updated the City Council on the new Grand Marshall, Lester Kriesel, FunFest advertisement of \$500.00 and \$4000.00 increase for Funfest expenses. The next park committee meeting will be February 20th, 2025. Rush stated that the Park Committee will be setting goals of getting granite on the trails at Goose Lake Park, increasing parking at Young Park and adding park information to Baldwin's website.

Cemetery Update –

Discuss Cemetery Process – Rush discussed the cemetery process and our current Sexton. This is for discussion only at this time and for future planning. Ruppe recommends authorizing Zac Good, Public Works Supervisor, to start training with existing Sexton. Swanson asked about monthly stipend and payroll and how this would work. Ruppe recommends getting rid of stipend and adding this to the job description.

Tabled Items:

Schedule Meeting with Frontier Trails Residents on RFP – The City of Baldwin already has a template for a request for proposal (RFP) for a Wastewater Manager. The contract with Gwynn, Baldwin's current Wastewater Manager, is expiring in 5 months. Rush to get RFP from Credit River or our City Engineer. Rush does not think that Public Works Department should be involved in the system at Frontier Trails. Swanson stated that the goal was to have all of this in-house to manage the system. If Baldwin went out for RFP, the prices would increase per Swanson. Swanson would like to look at the RFP for Frontier Trails first. Swanson to speak to Steinbrecher on RFP and Gwynn regarding a future contract.

 **DRAFT**

Discuss Speed Bumps – Ruppe, City Attorney, spoke that the speed bumps we have do not work for the City. Delegation was given to the Engineer to purchase the speed bumps. Swanson would like a price list from A.M.K.A. Rush to get this pricing from A.M.K.A, which is where the speed bumps were originally purchased from.

Discuss/Approve/Disapprove 2024 Freightliner Plow Truck Change Orders – Swanson/Rush unanimous to table until the February 24th, 2025 City Council meeting.

Discuss/Approve/Disapprove Streaming City Council Meetings – Rush/Walker unanimous to table until the March 3rd, 2025 City Council meeting.

Discuss/Approve/Disapprove Audio Equipment – Rush/Walker unanimous to table until the March 3rd 2025 City Council meeting.

Discuss/Approve/Disapprove Applicant for Sign Machine – Applicant is still out on medical leave. Walker to work with other applicants. This is for discussion only at this time.

Discuss/Approve/Disapprove 136th Street Road Agreement – Applicant does not feel they should be responsible for whole stretch of the road. Swanson/Rush unanimous to table until the February 24th, 2025 City Council meeting so the applicant can discuss with the City Council.

Discuss/Approve/Disapprove Ordinance 2025-03 Regulating City Public Right-Of-Way – Swanson stated that the mailboxes that are damaged by a Baldwin snowplow should be replaced along with a swing-a-way post at no charge. If the mailbox is salvageable, Public Works could just add a swing-a-way post. If the ground is frozen, Public Works would install a temporary mailbox. The City will replace a damaged mailbox with a steel mailbox if the City is reliable for the damage. These mailboxes would need to be inspected by our Public Works Department to make sure they comply with USPS guidelines. City Attorney, Ruppe, added a form to the ordinance if the homeowner declines the mailbox replacement. Rush/Swanson unanimous to approve ordinance 2025-03.

Discuss/Approve/Disapprove Ordinance 2025-04 Cannabis Joint Powers Agreement – Brad Schumacher, Sherburne County Commissioner, was in attendance with an update on what the County is doing with the joint power's agreement. St Cloud is doing their own enforcement and compliance. Schumacher stated that Cities will not get any revenue, and all the money will go back to the State. Swanson asked what the benefit would be to hold off on signing ordinance 2025-04 and Schumacher indicated there may be additional changes and more state guidance to come. Case/Rush unanimous to approve ordinance 2025-04.

Discuss Yearly Goals for 2025 – Rush/Case unanimous to table until the February 24th, 2025 City Council meeting.

 **DRAFT****New Business:**

Discuss Groundwater at PID# 01-00405-0040 – The City Engineer went to inspect this area. The City has no responsibility for the groundwater problem at this property.

2024 Board of Audit:

Perform 2024 Annual Board of Audit – The Baldwin City Council and Mayor each selected the following receipts and disbursements to be audited for the year ending December 31, 2024. During the Audit each Council Member examined the invoices, claims and receipts and verified that the checks written to the vendor and receipts received were correct.

Mayor, Jay Swanson selected the following:

Check # 27254 1/18/2024	Couri & Ruppe - \$6000.00
Check # 27304 1/22/2024	HR Green - \$8210.50
Check # 27427 2/26/2024	The Planning Company - \$7875.00

City Council Member A, Jeff Holm selected the following:

Check# 27260 1/8/2024	Hardy Homestead - \$48,000.00
Check# 27261 1/8/2024	HR Green - \$22,061.61
Check# 27262 1/8/2024	IAM Responding - \$3137.00
Receipt 4/23/2024	Northland Dirt - \$1500.00
Receipt 5/22/2024	Northland Dirt - \$600.00
Receipt 7/17/2024	Northland Dirt - \$3800.00

City Council Member B, Scott Case selected the following

Check# 27294 1/22/2024	Bank of Elk River - \$253,407.56
Check# 27759 7/1/2024	Swantec - \$510.00
Check# 28126 11/18/2024	U.S. Bank - \$759.54
Receipt 4/5/2024	Fire Alarm Permit# 24-44 - \$221.98
Receipt 3/14/2024	HR Green - \$1609.25
Receipt 2/8/2024	PID# 01-00506-0440 - \$755.00

City Council Member C, Alan Walker selected the following:

Check# 27257 1/8/2024	Elan Financial Services - \$665.25
Check# 27300 1/22/2024	Dinges Fire Company - \$1001.24
Check# 27481 4/1/2024	Compass Minerals America - \$2403.30

 **DRAFT**

Receipt 6/25/2024

Minnesota Management & Budget - \$3900.99

City Council Member D, Tom Rush selected the following:

Check# 27407 2/26/2024 HR Green - \$33,031.25

Check# 27607 5/6/2024 Steinbrecher Companies - \$18,205.45

Receipt 5/55/2024 Bremer Bank for CD Interest - \$42,616.45

Rush/Walker unanimous to approve board of audit review contingent on Holm reviewing his board of audit listings.

Mayor Swanson stated to let the records show that the board of audits concluded with no discrepancies.

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. This will be amended to recess this meeting.
- 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 - None

Rush/Walker unanimous to approve recessing this meeting until February 10th 2025 at 7:00 p.m.

This meeting was recessed at 9:33 p.m.

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

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

Date

 DRAFT

Attendees: Delmas Hines, Brandon Lage, John Carlson and Ben Zawacki from
Sherburne County Sheriff's Office.
Rum River Consultants: Andy Schreder and Carri Levitski



DRAFT

**RECONVENE MEETING OF FEBRUARY 3RD, 2025
BALDWIN CITY COUNCIL REGULAR MEETING
FEBRUARY 10TH, 2025**

Present – Mayor Jay Swanson, City Council; Tom Rush, Alan Walker and Scott Case
Absent - Jeff Holm

Call to Order – The February 10th, 2025 reconvene regular City Council meeting of the City of Baldwin was called to order by Mayor Jay Swanson at 7:00 p.m.

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

Rush/Walker unanimous to approve agenda with no changes.

Discuss/Approve/Disapprove Aerial Apparatus – Swanson asked if the City Council had any questions regarding the maintenance records for the ladder truck. This discussion was from the February 3rd, 2025 City Council meeting in order to give Council Members a chance to review the maintenance and certification records for the ladder truck. Walker stated that he couldn't find any records later than 2017 and asked if the ladder truck was just sitting. Case stated the truck has a visual inspection every year and recommendations for an inspection every 5 years. Case stated this truck is in really good condition and sees this as an opportunity to buy an aerial apparatus for \$10,000, which is a really good deal. Rush said the certifications are in order and they have been done on the pumper and ladder. Rush has concerns about usage of the truck and where it will be stored. The truck is 35 years old, and Rush has concerns about getting parts for a truck that old. Rush stated that Baldwin has mutual aid with surrounding areas that have a ladder truck. Case stated that ladder trucks from other areas do not come to the area very quickly. As the City grows and Baldwin gets more businesses and commercial buildings, there will be an area of concern if we don't purchase this truck. Walker has a concern regarding getting parts for the truck. Case stated the fire department does not have trouble getting parts for current trucks. Swanson stated the truck is a Pierce and they are based out of Appleton, Wisconsin so there should not be a concern about getting parts. Swanson stated that in 5-10 years and the long term, we will get our \$10,000 out of this truck. Swanson went on to say the amount of training that the Fire Department can get from this truck will be substantial. Case also agreed that the truck will benefit the community in many ways and the fire department for training. This truck also has a 5-person cab. Bruce West was at the meeting; his address is 30385 300th Street. Bruce West is a former Fire Chief for the City of Elk River. West inspected the truck and stated there are many benefits of purchasing the ladder truck for \$10,000. The elevated truck is a benefit, and the truck is also a pumper truck. This truck has a common engine, and parts can be found easily. West stated that the purchase of this truck is a good deal. West went on to say the fire department needs a new building regardless of the purchase of the ladder truck. West said that this truck is an advantage to the community and the fire department for training and the community to have a back-up pumper. Swanson would like to pay for the truck from the cell tower

revenue. This would not affect the levy in any way Swanson stated. **Swanson made a motion to approve** the purchase of this ladder truck and funds to come from the cell tower revenue. **Case seconded the motion. Swanson did a roll call:**

Walker – Nay

Rush – Nay

Swanson – Aye

Case – Aye

Motion failed due to a 2-2 vote.

 DRAFT

Discuss/Approve/Disapprove \$50,000 Fund Transfer from Fund 403 Fire Infrastructure Fund to Fund 250 Fire – Rush/Walker unanimous to approve.

Discuss/Approve/Disapprove Ad for Committee Members for City Hall and Fire Department Infrastructure – At a previous City Council meeting, Holm suggested forming a committee for building/infrastructure of the current City Hall, Fire Department and Public Works facility. Rush would like to publish an ad in the Town and Country Shopper, Union Times and Zimmerman/Princeton today to recruit residents for this committee. **Rush/Walker unanimous to approve** up to \$500.00 for an ad to recruit committee members for the infrastructure committee.
This will also be put on Baldwin's website and Facebook page.

Adjourn – Rush/Walker unanimous to adjourn at 7:28 p.m.

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

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

Date

Attendees: Rosemarie Walker, Brian Torborg, Bruce West, Lance Soderholm, Anita Schneider, Chad Miller, Connor Loscheider, Mike Anderson and Nick Cole

Joan Heinen

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Thursday, February 13, 2025 11:42 AM
To: Tom Rush
Cc: Joan Heinen; Baldwin Maintenance
Subject: RE: Baldwin/RE: Snowfall Plowing Survey Status

Mr. Rush,

The 2 water quality plans were revised in December and sent back to me. I need to print them off for a final review, but they did respond to every comment I had, so that's good. Franny at the County emailed me on Monday out of the blue. I updated her about the revision and will be sending her the revised set after I've checked them over again. I will forward her email to you regarding the cost sharing with the City. Please let me know what the Council needs from me and when I can proceed with RFPs.

The 305th culverts: there's a design plan for the removal and replacement of the culverts along with limited ditch grading that I made last fall. We can use that for the RFPs. My understanding is that the Council had previously approved the RFP last fall, but declined the one from Knife River. Can I proceed with sending new ones out to contractors at anytime?

Road Maintenance Program for 2025: I'll put together the bid sheet. I may have some questions about anything specific you may want to include.

Thank you,

Matt



**Hakanson
Anderson**

Matthew Kind, P.E., Senior Project Engineer
3601 Thurston Avenue
Anoka, MN 55303
Phone: (763) 427-5860

From: Tom Rush <councilmemberD@baldwinmn.gov>
Sent: Thursday, February 13, 2025 11:06 AM
To: Matthew Kind <matthewk@haa-inc.com>
Cc: Joan Heinen <city.clerk@baldwinmn.gov>; Baldwin Maintenance <publicworks@Baldwinmn.gov>
Subject: Fwd: Baldwin/RE: Snowfall Plowing Survey Status

Sorry hit send too early.

1. Soil borings below in previous email I did not finish and sent to early.
2. Updates on Stormwater projects for Sandy Lake and Lake Diann.
3. Punch list for the outstanding items on the 3 culvert repairs done last fall and 305th road project.

4. Public Works and I will be doing the preventative maintenance in house on the roads and sink holes which would include Micro surfacing and Fiber patching. I would like you to put a simple bid sheet for the contractors to have to keep all bids consistent. Just a simple bid sheet.

Please let me know if you have any questions?

Thanks Tom

Sent from my iPhone

Begin forwarded message:

From: Tom Rush <councilmemberD@baldwinmn.gov>
Date: February 13, 2025 at 10:57:51 AM CST
To: Matthew Kind <matthewk@haa-inc.com>
Cc: Joan Heinen <city.clerk@baldwinmn.gov>, Baldwin Maintenance <publicworks@baldwinmn.gov>
Subject: Fwd: Baldwin/RE: Snowfall Plowing Survey Status

Hi Matt,

Hope you're doing well. A couple of things I would like for 2/24 meeting.

1. That the soil borings are done in the bad areas of 100th and 297th. I believe Zac mentioned this to last week.

Sent from my iPhone

Begin forwarded message:

From: Joan Heinen <city.clerk@baldwinmn.gov>
Date: February 10, 2025 at 9:10:47 AM CST
To: Alan Walker <councilmemberC@baldwinmn.gov>, Jay Swanson <mayor@baldwinmn.gov>, Jeff Holm - External <jeffholm@ymail.com>, Scott Case <councilmemberB@baldwinmn.gov>, Tom Rush <councilmemberD@baldwinmn.gov>
Subject: FW: Baldwin/RE: Snowfall Plowing Survey Status

FYI

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

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Monday, February 10, 2025 9:06 AM
To: Joan Heinen <city.clerk@baldwinmn.gov>

Joan Heinen

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Tuesday, February 11, 2025 8:16 AM
To: Joan Heinen
Cc: Shane Nelson
Subject: RE: Baldwin/Road Projects

Joan,

The following is a summary of the different moving part within the project:

- Additional soil borings are scheduled to be drilled Tuesday 2/11/2025.
- Myself and Alex are working on the street plans and we're shooting for a March 1 design completion for submittal to State Aid and Army Corp of Engineers. This is contingent on when we receive the revised Geotechnical Report with the new soil boring information amended to it. Could be 3 weeks before Braun gets that to us. So sometime between 3/1 to 3/10 is my estimate.
- Comments from State Aid and Army Corps (wetlands) is anticipated around 4 weeks, but could be stretched out to 8 weeks. So we'd get comments back sometime between mid April to mid May. We then turnaround and respond to the comments with revisions and re-submit for approval. This is usually a shorter turnaround. Sometime in June may be when they sign off on them.
- The snow survey is scheduled to be done this week. Staff in our office will need a few weeks to update the easement exhibits for Couri & Ruppe based on the snow survey data. Submittal to the lawyers is estimated to be early March.
- The preliminary cost estimate provided at the December workshop is approximately \$3.5M to \$4.0M. The engineer's estimate will be completed as part of the plan set.
- Right of way acquisition is under Couri & Ruppe. Recall from the December meeting the legal timelines are lengthy due to the process times and court procedures. Bob and Mike may have a better feel for that once they have the updated exhibits and can adjust their plan accordingly.

Given the current timelines as described above, we are currently recommending that the plans go out for bid later in the year with a 2026 construction.

Thank you,

Matt



**Hakanson
Anderson**

Matthew Kind, P.E., Senior Project Engineer
3601 Thurston Avenue
Anoka, MN 55303
Phone: (763) 427-5860

From: Joan Heinen <city.clerk@baldwinmn.gov>
Sent: Monday, February 10, 2025 4:12 PM
To: Matthew Kind <matthewk@haa-inc.com>
Subject: Baldwin/Road Projects

Hi Matt,

Do you have a timeline on when we will go out for bids on 297th and 100th street? Also, do you know costs for these road projects? (The costs used to be on the white board at one time.)

Let me know.

Thank you.

Joan Heinen

City of Baldwin

Clerk/Treasurer

30239 - 128th Street NW

Baldwin, MN 55371-3752

Phone: (763) 389-8931

Fax: (763) 389-2751

162.14 MS 1949 [Repealed, 1951 c 192 s 1]

162.14 APPORTIONMENT TO CITIES.

Subdivision 1. **Statement of apportionment to each city.** Upon determining the amount of money to be apportioned to each of the cities having a population of 5,000 or more, the commissioner shall forthwith send a statement of the amount to the commissioner of management and budget and to the clerk and engineer of each such city. The amount so apportioned to each city shall be paid by the state to the fiscal officer of the city out of the municipal state-aid street fund as hereinafter provided and in accordance with rules promulgated by the commissioner, not inconsistent herewith.

Subd. 2. **Purposes, other uses, other funds.** Money so apportioned to each such city shall be used for aid in the establishment, location, construction, reconstruction, improvement, and maintenance of the municipal state-aid street system within each city including the expense of sidewalks, signals and safety devices, including systems that permit an emergency vehicle operator to activate a green traffic signal for the emergency vehicle, on such system approved by the commissioner, provided that in the event of hardship or in the event that the municipal state-aid street system of any municipality is improved to the standards set forth in the commissioner's rules, and subject to the consent of the commissioner and under rules of the commissioner, a portion of the money so apportioned may be used on other streets or roads within the city. The governing body of any such city may, subject to the consent of the commissioner, and under the rules of the commissioner, use a portion of the money so apportioned on any state trunk highway or county state-aid highway within the city. The amount of money to be appropriated by such cities from other funds for use in the establishment, location, construction, reconstruction, improvement, and maintenance of the municipal state-aid street system within the city is hereby left to the direction of the individual governing bodies of the cities.

Subd. 3. **Maintenance.** The proportion of each such city's annual apportionment to be used for maintenance on its respective municipal state-aid street system shall be a joint determination of the commissioner and the governing body of each city. In the event that agreement cannot be reached, the determination of the commissioner shall be final.

Subd. 4. **Project approval and reports.** When the governing body of any such city determines to do any construction work on any municipal state-aid street or other streets within the city upon which money apportioned out of the municipal state-aid street fund may be used as provided in subdivision 2, the governing body shall first obtain the approval of the commissioner. Thereafter, the engineer of the city shall make reports in such manner as the commissioner requires in accordance with the commissioner's rules. Upon receipt of satisfactory reports the commissioner shall certify to the commissioner of management and budget the amount of money that is eligible to be paid from the city's apportionment for the work under contract or actually completed. The commissioner of management and budget shall thereupon issue a payment in that amount payable to the fiscal officers of the city. In no event shall the payment with all other payments issued exceed the amount apportioned to the city.

Subd. 5. **Certification required to issue payment.** The commissioner of management and budget shall not issue any payments as provided for in subdivision 4 without the prior certification of the commissioner.

Subd. 6. **Advances.** Any such city may make advances from any funds available to it for the purpose of expediting the construction, reconstruction, improvement, or maintenance of its municipal state-aid street

system. Advances made by any such city shall be repaid out of subsequent apportionments made to such city in accordance with the commissioner's rules.

History: 1959 c 500 art 3 s 14; 1963 c 309 s 1; 1967 c 85 s 1; 1973 c 123 art 5 s 7; 1973 c 492 s 14; 1985 c 248 s 70; 1986 c 444; 1986 c 454 s 8; 1991 c 298 art 4 s 8; 1996 c 455 art 3 s 17; 1Sp2005 c 6 art 3 s 15; 2009 c 101 art 2 s 109; 1Sp2019 c 10 art 3 s 40

Joan Heinen

From: mike gwynn <mggwynn@gmail.com>
Sent: Sunday, February 16, 2025 8:12 PM
To: Joan Heinen
Subject: frontier trails report
Attachments: jan dmr ft 2025.xlsx

The numbers look good for January. However, with the cold weather in February, the treatment is not as good. We may be out of our limit for total nitrogen. We will see.

CITY OF BALDWIN

02/20/25 10:10 AM

Page 1

602 Transactions

2025

January

Last Dim Descr	Search Name	Dr/Cr Amt	Comments
R Revenue			
Interest Earnings		-\$14.80	Bank Interest Jan 2025
Late Payments Se		-\$90.74	UB REC Re-trans UB SERV 1 Frontier Trails
Sewer Charges		-\$533.00	UB REC Re-trans UB UR
Sewer Charges	Credit Card Payments	-\$110.00	Frontier Trails Amanda Gagnon/Colt Lysdahl
Sewer Charges	Credit Card Payments	-\$414.00	Frontier Trails Alex Bernier
Sewer Charges		-\$3,066.26	UB REC Re-trans UB SERV 1 Frontier Trails
R Revenue		-\$4,228.80	
E Expenditure			
Electric Utilities	Connexus Energy	\$422.16	Electric
Employer Paid Ins		\$24.84	Labor Distribution
Employer Paid Ins		\$79.45	Labor Distribution
FICA Contributions		\$5.70	Labor Distribution
FICA Contributions		\$23.06	Labor Distribution
FICA Contributions		\$18.26	Labor Distribution
Interest	Bank of Elk River	\$2,080.48	2017A Certificate of Indebtedness
Medicare Contribut		\$4.27	Labor Distribution
Medicare Contribut		\$5.39	Labor Distribution
Medicare Contribut		\$1.33	Labor Distribution
Pera Contributions		\$22.08	Labor Distribution
Pera Contributions		\$27.90	Labor Distribution
Pera Contributions		\$6.90	Labor Distribution
Principal	Bank of Elk River	\$50,911.20	2017A Certificate of Indebtedness
Salaries and Wage		\$371.93	Labor Distribution
Salaries and Wage		\$294.45	Labor Distribution
Salaries and Wage		\$92.00	Labor Distribution
SCBA/Fit/Physical	Utility Consultants Inc	\$642.55	Frontier Trails SSD Testing
E Expenditure		\$55,033.95	
		\$50,805.15	

FACILITY NAME/ADDRESS:
Frontier Trails Septic Treatment System
unknown
Baldwin Township, MN 55371

STATION INFORMATION:
WAS 001 (Influent Waste System #1)
Waste Stream

No Discharge/No Flow
(Enter 'x' if no discharge/no flow occurred for this station):

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMITTEE
NAME/ADDRESS:
Baldwin Township
30239 128th St
Princeton, MN 55371

WASTEWATER TREATMENT DISCHARGE MONITORING REPORT	PERMITTEE NAME/ADDRESS: Baldwin Township 30239 128th St Princeton, MN 55371
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WASTEWATER TREATMENT DISCHARGE MONITORING REPORT	PERMITTEE NAME/ADDRESS: Baldwin Township 30239 128th St Princeton, MN 55371
---	---

PARAMETER	UNIT	QUANTITY	CONCENTRATION	UNITS	REQUENCY	SAMPLE TYPE	Exception
BOD, Carbonaceous 05 Day (20 Deg C) 80082	mg/L	38	0.00341	mg/L	twice per month	Grab	
Flow 50030	MGD	1.057	0.00682	MGD	once per day	Measurement	
pH 00400		6.9	6.9		once per day	Continuous	
Precipitation 00595		15	13		twice per month	Grab	
Solids, Total Suspended (TSS) 00530	mg/L	13	13	mg/L	twice per month	Grab	

COMMENTS:

PERMITEE

WASTEWATER TREATMENT

FACILITY NAME/ADDRESS:

STATION INFORMATION:

PERMIT #	MIN0064459
STATUS	FORMER

FROM:	YEAR MO DAY 2025-01-01	TO:	YEAR MO DAY 2025-01-31
MONITORING PERIOD			

No Discharge/No Flow

PARAMETER	QUANTITY	UNITS	CONCENTRATION	UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
BOD, Carbonaceous 5 Day (20 Deg C) 80082	SAMPLE	*****	*****	*****	twice per month	Grab	
	VALUE	*****	*****	*****	twice per month	Grab	
	PERMIT	*****	*****	*****	twice per month	Grab	
	REQ	*****	*****	*****	twice per month	Grab	
Flow 50030	SAMPLE	*****	*****	*****	once per day	Measurement, Continuous	
	VALUE	*****	*****	*****	once per day	Measurement, Continuous	
	PERMIT	*****	*****	*****	once per day	Measurement, Continuous	
	REQ	*****	*****	*****	once per day	Measurement, Continuous	
PH 00400	SAMPLE	*****	*****	*****	twice per month	Grab	
	VALUE	*****	*****	*****	twice per month	Grab	
	PERMIT	*****	*****	*****	twice per month	Grab	
	REQ	*****	*****	*****	twice per month	Grab	
Solids, Total Suspended (TSS) 00530	SAMPLE	*****	*****	*****	twice per month	Grab	
	VALUE	*****	*****	*****	twice per month	Grab	
	PERMIT	*****	*****	*****	twice per month	Grab	
	REQ	*****	*****	*****	twice per month	Grab	

COMMENTS:

PERMITEE
NAME/ADDRESS:
Baldwin Township
30239 128th St
Princeton, MN 55371

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	W00064459
LIMIT STATUS	Phase 2
FORMER #	

MONITORING PERIOD	YEAR 1 MO 1 DAY 1
TO	2025-01-31

FACILITY NAME/ADDRESS:
Frontier Trails Septic Treatment System
unknown
Baldwin Township, MN 55371

STATION INFORMATION:
W5007 (End of Pipe New Drainfield)
Waste Stream

No Discharge/No Flow
(Enter 'X' if no discharge/no flow occurred for this station):

PARAMETER	SAMPLE VALUE	PERMIT REQ.	QUANTITY	UNITS	CONCENTRATION	UNITS	FREQUENCY	SAMPLE TYPE	Exception
BOD, Carbonaceous 05 Day (20 Deg C) 80082			*****		33	mg/l	twice per month	Grab	
Chloride, Total 00940			*****		799	mg/l	twice per month	Grab	
Nitrite Plus Nitrate, Total (as N) 00630			*****		.07	mg/l	twice per month	Grab	
Nitrogen, Kjeldahl, Total 00625			*****		6.03	mg/l	twice per month	Grab	
Nitrogen, Total (as N) 00600			*****		6.1	mg/l	twice per month	Grab	
Solids, Total Suspended (TSS) 00530			*****		18	mg/l	twice per month	Grab	

COMMENTS:

Public Works Report – February 24th, 2025

Frontier Trails

- 15.5 Hours invested over the past 24 working Days. (January 27th – February 24th)

Parks

- No Update

Roads

- Plowing Events x 5
- Soil Borings – 100th / 297th – Scheduled for 2.11.2025 / (as of 2.20 has not happened yet)
- I met with A.M.K.A (Bocar) on Monday January 7th to discuss alternatives to exchange for the speed hump value of \$14,000.

A.M.K.A can supply these alternative options:

- Street sign production (Street signs, Information signs, Park signs) (Faster lead time than current vendor)
- Road Safety Cones
- Road barricades
- Safety PPE vests/jackets
- Speed bump / raised crosswalk (see in pictures) (I do NOT recommend this option as there will be many holes for mechanical fasteners required.)

UPDATE: Email from (Tim T. HR Green) is looking into this.

- Total Road Patching Material 2025 season (U.P.M & HOT PATCH) – 2 tons
- Brushing Roads
- Snowplow / sanding events x4
- Developing strategies for future surface treatments - Pavement Maintenance Plans (P.M.P)
- Large Dead Oak in R.O.W 99 ½ St.: Job awarded to Jakes Top Notch Tree Service – Completed
- 278th Ave (West of HWY 169) – Job awarded to Jakes Top Notch Tree Service – Completed

Grounds

- Townhall septic drain field froze – Marks Septic steam jetted.

Trucks / Equipment

- 2024 114SD Plus – Updated Quote
- (Potential delivery date of August - September 2025)
- #30 2012 International – Air brake repair
- #30 2012 International – Sander deflector
- 2002 Case Loader – Hydraulic hose replacement
- 2007 W190B New Holland Loader – Plow blade cutting edge replacement
- 2020 Freightliner 114SD – Tailgate pin repair at Swantec
- Truck lighting repairs



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.

QT 93314

**** QUOTATION ****

Ship To:	Cust:	3147	Phone:	Bill To:	Phone:
J-CRAFT INC/TBEI				BALDWIN TOWNSHIP	
52182 EMBER ROAD				PO BOX 25	
LAKE CRYSTAL	MN 56055	USA	PRINCETON	MN	55371

ATTN: BROOKS NEAGLE

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/23/25	1/23/25	0/00/00

Serial No.

Order Comments: F.O.B. LAKE CRYSTAL, MN
VIA TOWMASTER TRUCK

Build Instructions LEAD TIME: ALLOW UP TO 15 WEEKS ARO

Other Instructions **STATE OF MN CONTRACT #222949 AMENDED**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9904836	Scraper FALLS IBR-10A 1" Moldboard, w/12" Bolt-On Extension (11' total), LESS CUTTING EDGES	\$14,795.00	\$14,795.00
1	9902873	VBL 78531WPTSB-PK 7/8" X 5" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: Scraper Application - - shipped loose	\$279.00	\$279.00
2	9902874	VBL 78541WPTSB-PK 7/8" X 5" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: Scraper Application - - shipped loose	\$353.00	\$706.00
1	9902953	Wing Falls RHSDL11A-STDPB Primed LESS CUTTING EDGES	\$11,902.00	\$11,902.00
1	9901431	Wing Falls RL (REAR LIFT) up charge SDL WING	\$626.00	\$626.00
1	9903057	Plow Falls PRI243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES	\$9,341.00	\$9,341.00
1	9904688	Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system **Note: No Extra Charge		
1	9900477	Wing Falls Hwy Orange - Paint Moldboard	\$447.00	\$447.00
1	9900555	Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$4,319.00	\$4,319.00
1	9900625	Plow Push Unit Falls 24/44 Series Std	\$1,265.00	\$1,265.00

--- Continued ---

Price:

Total Discounts:

Net Cost:

Freight

Total:

Accepted by

Date



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.

QT 93314

**** QUOTATION ****

Ship To:	Cust:	3147	Phone:	Bill To:	Phone:
J-CRAFT INC/TBEI				BALDWIN TOWNSHIP	
52182 EMBER ROAD				PO BOX 25	
LAKE CRYSTAL	MN 56055	USA		PRINCETON	MN 55371

ATTN: BROOKS NEAGLE

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/23/25	1/23/25	0/00/00
Serial No.					
1 9900637	- Plow Falls High Visibility Marker Set			\$151.00	\$151.00
1 9900639	- Plow Falls 1/2" x 12" Standard Rubber Belt Snow Deflector Kit - Installed			\$489.00	\$489.00
1 9900641	- Plow Falls Parking Stand - Screw Adj Style			\$377.00	\$377.00
1 9900685	- Plow Falls Hwy Orange Paint, Rev Plow, for Ship Out			\$694.00	\$694.00
1 9902871	- VBL 3/4" x 6" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade			\$242.00	\$242.00
**NOTE: Wing application - - shipped loose					
5 9902872	- VBL 3/4" x 6" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade			\$323.00	\$1,615.00
**NOTE: (3) for front plow application, (2) for wing application - - shipped loose.					
1 SPECIAL NOTE	- Special Note: The main mounting groups for the plow hitch and wing will be shipped in raw steel finish, and will require fitup/welding & paint during the upfit. Cutting edges will be shipped loose less fasteners.				

Note: We do not have 7/8" x 8" carbide cutting edges available currently

Accepted by

Date

SIGN HERE

Price: \$47,248.00

Total Discounts:

Net Cost: \$47,248.00

Freight

Total: \$47,248.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and Invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Product shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Joan Heinen

From: Brandon Oachs <boachs@tbei.com>
Sent: Wednesday, February 05, 2025 4:52 PM
To: Baldwin Maintenance
Cc: Andrew Peterson; Joan Heinen; Tom Rush; Alan Walker
Subject: RE: Follow-Up on Truck Build Scheduled for March 1st 2025 - City of Baldwin
Attachments: ERLC00135390-105596-0-20250205-164635023.pdf; QT 93314.PDF

Zac,

Attached is the updated quote with the freight removed as Towmaster has delivery included to us for the Falls equipment and I added the front halogen lights with blue lenses, so the price dropped from the removal of the freight. Please keep me posted on this, if you guys agree to keep with this, I just need both signed and emailed back and I will get it sent over to Towmaster as soon as I receive it so they can get the Falls equipment on order. Then once we get the firm dates back from them, I can give you a better idea on the shop build date.

Thanks,

Brandon Oachs
J-Craft Sales Manager
J-CRAFT, Inc.
52182 Ember Road
Lake Crystal, MN 56055
Email: boachs@tbei.com
Mobile: 507.720.4148
Fax: 507.726.2490

From: Baldwin Maintenance <publicworks@Baldwinmn.gov>
Sent: Wednesday, February 5, 2025 9:49 AM
To: Brandon Oachs <boachs@tbei.com>
Cc: Andrew Peterson <andrewp@davesyverson.com>; Joan Heinen <city.clerk@baldwinmn.gov>; Tom Rush <councilmemberD@baldwinmn.gov>; Alan Walker <councilmemberC@baldwinmn.gov>
Subject: RE: Follow-Up on Truck Build Scheduled for March 1st 2025 - City of Baldwin

**** Think Before You Click: This email originated outside our organization ****

Brandon,

Following up on our conversation from Friday January 31st, you mentioned that the finalized proposal for the 2025 freightliner 114 SD would be sent on Monday February 3rd. However, as of today, we have not yet received the updated information.

Because of this, the City Council has tabled the discussion until their meeting on February 24th, 2025. In order for the council to review and consider the proposal at that time, we ask that you provide the finalized documents as soon as possible.

Thanks,
Zac



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

Quote Response Form

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End User:
Customer: 105596
ZAC GOOD
BALDWIN TOWNSHIP
30239 128TH STREET
PRINCETON MN 55371

Phone: 612-670-6764

Fax: 763-389-2751

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00135390	Net 30 Days.	1/24/2023	2/23/2023	-JOHNSON, SHAUN	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2578473	MAB ULTRA-84/96-1406-MDR-C/S 130DA-INSP	34,065.00	34,065.00

LCC3366

1.0 Box Make and Model J-CRAFT - ULTRA-MDR

List Truck Type Box Fits Tandem Axle

Box Style Elliptical Crossmemberless.

Width & Length of Box 96" wide O.D.

Side Panel Description 7 ga Gr-50 construction, 18" lower radius, fully boxed top rails, with board pockets, with standard box top rails for boards.

Front Panel Description 7 ga Gr-50 construction, contoured to body shape, reinforced top rail, with center reinforcing.

Floor Description 1/4" thick Hardox Material, approx 95" wide.

Corner Post Description 7 ga 201 STAINLESS steel, full depth, located at rear of body. 1/4" SS Rear Apron and latching hardware

Under Structure Description Structural I-BEAM longills (no crossmembers)

Tailgate Description 7 ga Gr-50 main panel, 10 ga GR-50 reinforcing.
1-1/4" dia top & bottom pins, Airtrip linkage standard.

Hinge Description Upper gate hinges constructed of 1" thick steel, supported by dual 1/2" ears.

Description of Peripheral Items (Lights, Access Steps, etc.) FMVSS-108 approved (rubber grommet mounted) L.E.D. clearance lights, wiring harness, and L.E.D. cluster of 3 included. Airtrip tailgate linkage, Rear mudflaps included.

Is Installation included in price? Yes ☒ or No ☐

Is Box Painted? Yes ☒ or No ☐

Warranty Information 24 Months from "in service" date

Includes:

NOTES:

BOLT ON D-HOUSINGS LIKE BODY P/N# 2140756 (UNLESS IT FITS IN PILLAR)

CAMERA MOUNT OFF CORNER POST LIKE BODY P/N# 2140756

1.019 - 14'6" 146ULTRAMDR-M/CS-60-36-46

1.1 - Air operated tailgate latch

1.2 - Box Vibrator - Cougar DC 3200

1.7 - Installation of Body

1.8 - Installation of Air Trip

1.9 - Installation of Vibrator

1.11 - Tandem Axle Painting of Box - Shot Blast entire exterior of body & understructure, Polyurethane Primer, with Polyurethane Top Coat Painted 1 Color with undercoated understructure between longills only. (Single stage paint only)



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
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Quote Response Form

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COLOR: Omaha Orange CODE: 0311 / UFC:2498636 / GC-40428-00-c

1.264 - Frame Paint Black after Equipments Installed

1.012 - Interior Step, Installed (1 ea) - LEFT FRONT

1.014 - Grab Handle, installed (1 ea) - LEFT FRONT GUSSET

1.103 - Fold-A-Way Access ladder (CARBON STEEL) (1 ea) - LEFT FRONT

1.016 - J-Craft High & Slide Tailgate

1.053 - Dual "split" line sander manifolds in rear corner posts (X 2)

Two Split Each Side for Sander Lines

Two Holes in Right Side Filler Plate for Rear Wing Wing Lift Connections

1.078 - Cabshield, 1/2 type Stationary Free-Standing style, w/painted carbon steel canopy, shovel holders, & mounts for cabshield mounted reservoir, Installed.

1.276 - CAMERA-REAR-COVER-SS-12GA - PROTECTIVE CAMERA COVER (x2 for Both Cameras)

Hoist:

Box Hoist Make and Model J-CRAFT/MAILHOT CS SERIES

Class & type NTEA Class 90, Type IV Telescopic

Rated capacity 30 tons

Maximum PSI operating pressure 2000 PSI

Cylinder bore & stroke 5.5", 4.5", & 3.5" x Total Stroke

Piston rod diameter & description Multi Stage Nitrided finish, in & out

Sub-frame construction Cylinder base frame constructed of channel crossmembers, angle frame mounts with 2" block base pin mounts. Hinge point constructed of 5" angle, with 1" pin supports, 3-1/2" solid block hinges, & 2" dia pins (greasable) and 2 safety props included

Is installation included in price? Yes ☒ or No ☐

Warranty Info 24 Months from "in service" date

Includes:

2.6 - CS130-5.5-3 DOUBLE ACTING

2.11 - Installation Price Include all Parts & Labor

2.12 - 48" J-CRAFT HOIST STABILIZER

EA	1.00 2303635	BODY UP SWITCH(SWITCH ONLY)-INS	289.00	289.00
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2.13 - Body "UP" Switch

EA	1.00 2232830	WHELEN-DOT3410D SYSTEM W/TIR3 BL/AM-INST	5,024.00	5,024.00
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1.115 - WHELEN PACKAGE /J-CRAFT (DOT3410D) (Amber/ Blue) warning light system 410, consisting of:(2) STAINLESS STEEL Micro 400 3 Lamp with 60' TPR Cable, 400 Series Rear Lightheads with Stainless Steel boxes with side TIR3 (ADD4TIR3). Rear lights include (2) Linear 400 Amber, (2) LED Back Up, and (2) LED BT. Includes DOT-LED Flasher/Junction box and install kit. - Installed

NOTE: MOUNT ALL BLUE ON RIGHT SIDE OF TRUCK AND AMBER ON LEFT SIDE

EA	1.00 1818419	WHELEN WING STROBE TIR3(WPLOWZ1A) INST	312.00	312.00
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1.107 - Whelen Amber Wing Strobe Super LED TIR3 w/20' HD TPR (WPLOWZ1A) Installed

EA	3.00 1852519	WHELEN-LED SPOT LIGHT(P36SLCHG)-INS	304.00	912.00
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52182 Ember Road
Lake Crystal MN 56055
507-726-2728

Quote Response Form

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End User:
Customer: 105596
ZAC GOOD
BALDWIN TOWNSHIP
30239 128TH STREET
PRINCETON MN 55371

Phone: 612-670-6764

Fax: 763-389-2751

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00135390	Net 30 Days.	1/24/2023	2/23/2023	-JOHNSON, SHAUN	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
			1.154 - Accessory LED work light with disconnect (WHELEN SPOT/FLOOD P36SLCHG) WING WORK LIGHT MOUNTED OFF STROBE TUBE SANDER WORK LIGHT MOUNTED OFF DRIVER SIDE SANDER SCRAPER WORK LIGHT MOUNTED OFF LEFT SIDE STEPS OR SAFE AREA TO SHINE ON DRIVERS SIDE REVERSIBLE SCRAPER ALL 4 WORK LIGHTS WIRED TO SWITCH IN DASH		
EA	1.00	2500729	JW SPEAKER(HEATED)PLOW LIGHT-47X-SS-INST	1,426.00	1,426.00
			1.139 - Mirror mounted JW Speaker LED (Heated) Plow light package (SS brackets) Note: Chassis must come with Hood Mirrors for this to work		
EA	1.00	1651344	FENDERS, MIN400B W/TUFF TRAC INSTALLED	2,119.00	2,119.00
			1.181 - Fenders, Minimizer, I model MIN4000B TDM AXLE black Poly fender set, Installed for TUFF TRACK SUSP		
EA	1.00	2647398	MAB*FALLS-UBS-IBR-STD COUPLER-HOSES-INST	4,569.00	4,569.00
			CUSTOMER SUPPLIED FALLS REVESIBLE UNDERBODY Scraper FALLS IBR-10A 1" Moldboard, w/12" Bolt-On Extension		
			Includes: 3.1 - Installation of underbody plow 3.9 - 4 line standard bulkhead couplers Body Shop Rate \$150 x 4 for Mounting Lock Valve, Hoses, Fittings, and Cutting Edge Fastners Warranty Information 12 Months from "in service" date on Installation Labor		
EA	1.00	2647073	MAB*FALLS-WING-POSTLESS-RW-RL-SPRPB-INS	6,078.00	6,078.00
			CUSTOMER SUPPLIED FALLS POSTLESS REAR WING WITH SPRING CUSHION PUSHBEAM Wing Falls RHSDL11A-STDPB Primed LESS CUTTING EDGES Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system		
			Includes: 4.1 - Installation of Wing Plow - w/Standard Bulkhead Couplers 4.7 - 4 line standard bulkhead couplers Mechanic Shop Rate \$150 x 12 hours for fitting equipment and painting after welding mounting plates and re-mounting to chassis, Hoses, Fittings, and Cutting Edge Fasteners Installed Warranty Information 12 Months from "in service" date on Installation Labor		
EA	1.00	2647400	MAB FALLS-HITCH-44B/QCP-SA-STD COUPLER-I	3,460.00	3,460.00



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Phone: 612-670-6764
Fax: 763-389-2751

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LC00135390	Net 30 Days.	1/24/2023	2/23/2023	-JOHNSON, SHAUN		USD

UM	Quantity	Item	Description	Unit Price	Extended Price
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CUSTOMER SUPPLIED FALLS 44XB2 (QCP) FRONT PLOW HITCH
Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH

Includes:

- 5.1 - Installation of Front Hitch
- 5.2 - 3 line standard bulkhead couplers
- Mechanic Shop Rate \$150 x 10 hours for fitting hitch and welding to fit front frame extension, painting after welding and re-mounting to chassis, Hoses and Fittings
- C-Channel bumper Tapered on each side off each side of hitch
- Note: Make sure couplers are easy & accessible to put on and remove
- Warranty Information 12 Months from "in service" date on Installation Labor

EA	1.00	2647407	MAB*FALLS-PR-PLOW-STD COUPLER-INS	600.00	600.00
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CUSTOMER SUPPLIED FALLS POWER REVERSING FRONT PLOW
low Falls PR1243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES

Includes:

- 6.001 - Installation of Plow
- Body Shop Rate \$150 x 3 for Plow Prep, Hoses, Fittings, and Cutting Edge Fasteners Installed

EA	1.00	2497112	MAB J-CRAFT-9TG-SS-HIGH-N-SLIDE-LH-INS	8,314.00	8,314.00
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REF: 2046950 - SAME OR MAKE STANDARD WITH EXTENDED SIDE PLATES OR USE 2258337 WITH PIN ON PLATES TO EXTEND SIDE PLATES

8.0 - Sander - Make and Model J-Craft 9TGS SS Tailgate Sander

Auger size 9" Auger

Type of Sander Stainless Steel Under tailgate type, 9" dia (carbon steel) 6" pitch single auger, direct hydraulic drive, Oversized auger motor for low speed operation & continuous flow, LH Discharge w/POLY self-leveling spinner assembly, Dual over-center locks on hopper cleanout door, mtg brackets and mtg tabs welded to hopper, In Stainless Mill Finish.

number of spinners Single Left Hand Spinner

Warranty Information 24 Months from "in service" date

Includes:

- 8.1 - Installation of Sander
- 8.2 - Sander with standard couplers installed
- 8.10 - High N Slide sander trough with built in flow plate
- 8.11 - Adder for 201 Stainless Steel Berm Chute - Installed on Passenger Side of Sander Standard (Note: Customer will swap hoses to get auger to reverse or use the berm chute on the drivers side)

EA	1.00	2497116	MAB HYDRAULICS-BALDWIN 2023-CABLE-INST	28,538.00	28,538.00
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UM	Quantity	Item	Description	Unit Price	Extended Price
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REF: 2266407 FOR PREVIOUS KIT

9.0 - Hydraulics - Make and Model Force America pump, Force/Parker 4020LS Add-A-Stack Valve Series

Cab Controls Description RVC control levers with remote cables to valve.

Sander Control Description Force America Electronic control, w/stand-by, blast, ground-speed interrupt, & liquid hookup.

Pump Drive Description Automatic Transmission Mounted PTO

Pump Type Variable displacement, axial piston type, load-sensing,

Valve Description Closed center load-sensing type, w/mid-inlet, manifold design

Number and type functions 9 functions: BODY/HOIST TELESCOPIC DA, PLOW LIFT SA, PLOW ANGLE DA, WING TOE DA, WING HEEL DA, SCRAPER ANGLE, SCRAPER LIFT, SANDER AUGER/SPINNER, HIGH-N-SLIDE TAILGATE.

Type of Valve Actuation Remote cable controls, except Auger & Spinner

Reservoir Size Selectable, w/filler-breather, sight glass, suction screen, and magnetic plug

Fluid Type ATF (equivalent to Dexron III)

Filter Style Remote mount, or intank w/12 volt DC condition indicator, & return line check valve.

Valve Enclosure Stainless Steel construction; frame mount design, w/removable cover. Valve Enclosure Mounted on Stainless Steel Mounting Brackets.

Hose Recommendation 2" dia suction, 1-1/4" dia return, 1" dia pressure, w/balance to match equipment port sizing. R2 for pressure lines, R1 for return lines, R4 for suction line. Return line manifold included.

Warranty Information 24 Months from "in service" date

Includes:

9.1 - Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics.

9.7 - 4020LS VALVE 9 FUNCTIONS INSTALLED

9.15 - Remote cable controls w/3 button control 9 functions Installed

9.19 - IN-TANK mounted filter w/12 volt indicator, installed

9.28 - J-Craft-Stationary Cabshield mounted reservoir 30 gal (painted carbon steel) w/in-tank filter provision, installed

9.45 - Force TXV92 (5.6 CID) pump, w/ 280 hotshift P.T.O. for Allison Trans application, installed

9.57 - Force 5100 EX-3F (Stand-Alone) digital control Ground based, open loop type, w/digital readout, INSTALLED (Only goes off Speedometer, No feedback on usage)

9.64 - Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab installed

9.67 - Cable pull-off valve (for use w/telescopic hoist) installed

9.85 - (ADDER) for Auto Reverse Scraper Lift

9.86 - (ADDER) for Pressure Transmitter to Read Scraper Pressure on Separate LCD, Installed (Used for Add-A-Stack & 5100EX) (USE 2087293 FOR LCD SCREEN AND MOUNT OFF TOWER)

9.018 - (ADDER) U-2 nitrogen accumulator, Installed for Falls Underbody (LABOR)

-

Switch Layout:

Dash:

- Plow Lights

- Strobes

- Work Lights - Wing, Scraper (Left Side), Sander

- Blind Spot Flood Light (Passenger Side off Corner off Step front facing)

- PTO

-

On Control Tower:

- Air Trip on Hoist Stick

- Vibrator Push Button Mounted off Tower facing drivers seat

- Scraper LCD Read Out Mounted off Tower (Bracket 2087293)

-



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52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
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ZAC GOOD
BALDWIN TOWNSHIP
30239 128TH STREET
PRINCETON MN 55371

Phone: 612-670-6764

Fax: 763-389-2751

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00135390	Net 30 Days.	1/24/2023	2/23/2023	-JOHNSON, SHAUN	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2497146	MAB HITCH-3/4"-3" REC-7RV-D-RINGS-INST	1,494.00	1,494.00

7.0 - Pup Hitch - Make & Model 3/4" thick pull plate, w/1/2" thick bracing to truck frame. Safety Chain D-Rings installed.
Provision for electrical socket included.

Vertical Tongue Weight 18,000 lbs

Horizontal Tongue Weight 90,000 lbs max Gross Trailer Weight

Latching Tensile Strength 20,000 lbs

Rated Capacity 90,000 lbs max Gross Trailer Weight

Is Installation included? Yes ☒ or No ☐

Is the Price of the Hitch for a Truck with Air and Electric Provided to Rear of Frame? Yes ☐ or No ☒ (Truck will not have Tractor Package)

Note: Truck Must come w/Tractor Pkg

Warranty Information 24 Months from "in service" date

Includes:

7.2 - Installation of Pup Hitch

7.21 - 7 contact RV socket Installed

Note: 7 RV Hooked to Brake Controller Standard Wiring Scematic and No Tractor Package on Truck.

7.34 - 3" Square Hitch Reciever in Plate. NOTE: DERATES hitch to 5 ton (10,000 lbs max) GTW, Installed

Plate Flush or just in to weld

Rear Wing Support off Right Side of Plate

EA	1.00	1651881	ELECTRONIC BRAKE CONTROLLER PKG INS.PROD	420.00	420.00
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7.29 - Electronic PRODIGY Brake controller w/wiring to rear 7RV socket, installed in cab of truck, Installed

EA	1.00	2333662	CAMERA PKG-RV-805A-7"-HD-INST	1,319.00	1,319.00
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1.269 - RV-805A-Series HD Night Vision Camera System with 7.0" Touch Screen LCD Monitor Installed.
7" Screen Mounted off Side of Pedestal with 5100EX Sander Screen and Camera for Wing Mounted off the strobe tube facing Wing.

EA	1.00	2333663	ADDTL CAMERA, DVR-916-AHD-NIGHT VIS-INST	416.00	416.00
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1.270 - RV-805A-Series HD Night Vision Additional DVR-916-AHD Camera, Installed.
Second Camera for Backup Camera Mounted at Back Left Rear Corner Post Wired to Reverse Signal.

EA	1.00	1930129	MAB WHELEN-LED FLOOD LIGHT AMBER (MPBBA)	449.00	449.00
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UM	Quantity	Item	Description	Unit Price	Extended Price
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1.157 - Accessory LED work light with disconnect (WHELEN Micro Pioneer MPBBA)
Wired to switch in Dash on it's own switch
Mounted off Passenger Side Step ahead of door front facing for front corner blind spot

EA	1.00	2495595	MNDOT STATE CONTRACT PURCHASE (222960)	0.00	0.00
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After reviewing your equip. needs, and per the State of MN contract number (222960) release number S-863(5) and J-Craft contract number 222960, valid thru August 31st, 2023 we offer this for your consideration.

Note:

1. This quote is a summary of the State of MN price pages, and detailed spec sheets.
2. Warranty is 24 months from In-Service date.

ISO 9001:2008 CERTIFIED

J-Craft is certified as a NTEA MVP member.

EA	1.00	2160303	FOG LIGHTS-HOLOGEN-LIGHT FORCE-INST	505.00	505.00
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1.164 - FOG LIGHTS-HOLOGEN-LIGHT FORCE-Installed
MOUNTED OFF EACH PLOW LIGHT BRACKET FRONT FACING WIRED TO SWITCH IN DASH

EA	2.00	2678563	MAB*LIGHT FORCE-STRIKER 170MM CRYSTAL BL	34.00	68.00
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Striker 170mm Halogen/HID Crystal Blue Filter Lenses only to Snap onto the Striker Halogen Lights

Municipal Terms of Sale:

If you accept this proposal please sign and date below with PO# if you use one:
PO# _____

Accepted By (Print): _____

Accepted By (Signature): _____

Date: _____

Note: If Changes need to be made after PO is submitted we will need a revised PO reflecting the changes.
Visit us online at www.j-craftinc.com/

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.



Ox Bodies | Crystal | Duratlass | Rugby | J-Craft | Travis
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52182 Ember Road
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507-726-2728

Quote Response Form

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PRINCETON MN 55371

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Phone: 612-670-6764
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Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00135390	Net 30 Days.	1/24/2023	2/23/2023	-JOHNSON, SHAUN	USD

Sale Amount: 100,377.00
Freight: 0.00
Sales Tax: 0.00
FET Charges: 0.00
Total Amount: 100,377.00

Office Use Only

Date: _____

Requested by: _____

Phone _____ Email _____

In person _____



CITY OF BALDWIN

30239 128th Street, Princeton MN 55371

30239 – 128th Street NW Princeton, MN 55371

Phone: 763-389-8931 Fax: 763-389-2751

EMS Sign Request Form

Pricing Options:

- I. 8ft Post only: \$12.45 _____
- II. Sign only: ~~\$30.00~~ _____
- III. Sign, Post and Install: \$70.00 _____

Name: _____

Phone number: _____

Address: _____

Parcel ID number: _____

New Construction? ☐ YES ☐ NO

EMS signs are ordered mid-summer and installed in the fall. You will be invoiced after installation is completed.

Office Use Only

Date invoiced: _____

Date payment received: _____

Check number: _____

Receipt number: _____

Date of Install: _____

Kayla Nielsen

From: Karla Connelly <karla@mrsigncompany.com>
Sent: Wednesday, February 12, 2025 8:03 AM
To: Kayla Nielsen
Subject: RE: Baldwin/ EMS Sign Order

Kayla
Current pricing for street name signs
Matching your spec:

1-4 at \$45.77 each
5-9 at \$33.94 each
10+ at \$31.70 each

Prices are subject to change with aluminum price increases due to tariffs, etc.

Thanks, Karla

From: Kayla Nielsen <deputy.clerk@baldwinmn.gov>
Sent: Tuesday, February 11, 2025 10:21 AM
To: Karla Connelly <karla@mrsigncompany.com>
Subject: FW: Baldwin/ EMS Sign Order

Hi Karla -

Can you please provide me with a break down of pricing for EMS signs? How much does 1 EMS sign cost and how much does an EMS sign cost if we were to order 10?

Thank you

Kayla Nielsen
Deputy Clerk/Treasurer
Phone: (763) 389-8931
Fax: (763) 389-2751
30239 – 128th Street NW
Baldwin, MN 55371-3752

From: Kayla Nielsen
Sent: Friday, February 7, 2025 11:58 AM
To: John Wychor <john@mrsigncompany.com>
Subject: RE: Baldwin/ EMS Sign Order

Hi John-

Do you have a break down at all? Do prices change the more you order?

Thank you

**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 Evaluation 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

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.

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 Engineer. The Planned Improvements proposed by the Owner may include modifications to 136th Street deemed reasonably necessary to accommodate the traffic generated by the Project, including heavy equipment and materials, to be transported on 136th Street by Owner Parties. The City Engineer will identify any required changes or additions to the Planned Improvements. This Agreement is conditioned on Owner completing the Planned Improvements in accordance with the City Engineer's approval.
3. Construction of any Planned Improvements. Owner shall be responsible for constructing, at its own cost, all Planned Improvements on 136th Street in accordance with the City Engineer's approval and for taking all other steps necessary to make 136th Street sufficient for use by the Owner Parties. Owner shall, at the Owner's expense, provide the City Engineer with and updated video or other media documenting the postconstruction condition of 136th Street after any Planned Improvements have been completed. This will be made available to and approved by the City Engineer for accuracy and clarity and will be considered as the visual record of the condition of the road after completion of any Planned Improvements.
4. Use by Owner Parties.
 - (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.
5. Periodic Meetings. Beginning with commencement of Project construction and before delivery of materials and equipment to the Project, Owner and the City Engineer shall meet from time to time upon the reasonable request of the Owner or the City Engineer to discuss

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

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

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

- (c) Owner will be responsible for the costs of maintenance, repair or reconstruction of 136th Street, soil and erosion control measures, and related improvements as required under this Agreement.
9. Disagreement as to Maintenance and Repair. If there are items upon which Owner and City Engineer disagree regarding the repair or maintenance of 136th Street, Owner and City Engineer shall meet to attempt to reach agreement on all such items. If agreement cannot be reached, the Parties shall request that a mutually agreed-upon third party qualified Engineer ("Independent Engineer") review the items and this Agreement and determine whether the items in dispute should be repaired, restored or maintained pursuant to the terms of this Agreement. The determination of the Independent Engineer shall be final. Owner shall make repairs in accordance with the determination by the Independent Engineer and shall be responsible for paying the costs of the Independent Engineer.
10. Warranty of Maintenance/Repair/Restoration Work. Following the completion of any maintenance, repairs or restoration work on 136th Street, Owner shall warranty the restoration work. If, within two (2) years following completion of the work, any of the improvements, repairs, or restoration work performed by the Owner on 136th Street fails, Owner will provide additional repair and restoration services within a reasonable period of days (not to exceed thirty (30) days) considering the circumstances, including weather, harvest, planting, and similar conditions, after receiving written notice from the City of such problem. For the purposes of this Agreement, a failure for which the Owner shall be responsible for repairing during the warranty period shall include, but is not limited to, any uneven settling, erosion, potholes, or drainage obstructions in the road right-of-way that are not attributable to normal wear and tear or that the Owner can reasonably demonstrate did not result for the activities of the Owner or the Owner Parties. In the event Owner fails to provide additional repair and restoration services within a reasonable amount of time after receiving notice from the City of such problem, and City elects to address such problems, Owner shall fully reimburse the City for such repair and restoration work based upon the actual costs incurred, including administrative costs and attorneys' fees.
11. Indemnification. Owner shall indemnify, defend and hold the City and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to the Owner and Owner Parties being allowed to use 136th Street for the Project, including, but not limited to, any claim asserted against the City as a result of Owner's or Owner Parties' activities under this Agreement.
12. Term and Termination. This Agreement shall terminate at such time as: 1) the City awards a contract to reconstruct that portion of 136th Street that is covered by this Agreement and such reconstruction work commences, or 2) upon Owner's permanent termination of the Project upon the property legally described on attached Exhibit A and the completion of

any maintenance and warranty work required of Owner under this Agreement. This Agreement may also be terminated by mutual written agreement of the Parties.

13. Provisions Surviving Termination. The indemnification obligation of the Owner set forth in this Agreement resulting from any acts, omissions or events happening prior to the date of termination or expiration of this Agreement shall survive such termination or expiration.
14. Payment of City Costs and Expenses. It is understood and agreed that Owner shall reimburse the City for all administrative, legal, planning, engineering and other professional fees and costs incurred in the creation, administration, enforcement or execution of this Agreement. Owner agrees to pay all such costs within thirty (30) days of billing by the City. Bills not paid within thirty (30) days of billing by the City shall accrue interest at the rate of 6% per year. Further, if the Owner fails to pay said amounts, then the City may specially assess the costs thereof against any property owned by Owner and/or bring legal action against Owner to collect any sums due to the City pursuant to this Agreement, plus all costs, engineering and attorney's fees incurred in enforcing this Agreement. Should the City assess Owner's property pursuant to the terms of this Agreement, Owner, their successor or assigns, agree not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 366.012 or any other relevant statutes.
15. Amendments to Agreement. This Agreement may be amended by mutual agreement of the Owner and City. Amendments shall be effective only if in writing and signed by the Parties.
16. Assignments. Owner may, within the terms of this Agreement, assign this Agreement to a successor or assign and assignee shall assume all obligations, responsibilities and duties pursuant to this Agreement. If such assignment is made, the City shall be provided within five (5) days with a written copy of the assignment, which shall be lawfully executed by the assignee. The assignee shall be required to assume all obligations of the Owner under this Agreement.
17. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
18. Compliance with Law. Owner agrees that all Planned Improvements and any repair and restoration work shall comply with all applicable laws and permits.
19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota and hereto intend that Minnesota law shall apply to the interpretation hereof. For the purpose of resolving any dispute with respect to this Agreement, each party agrees that the venue for any legal action shall be in Sherburne County, Minnesota.
20. Severability. If any provisions of this Agreement are determined by a court of law to be unenforceable, invalid or excessive, this Agreement can thereafter be modified by such

court, to implement the intent of the Owner and City to the maximum extent allowable under law and the remainder of this Agreement shall remain unaffected and in full force and effect.

21. Authority. The Parties represent and warrant that they have the respective power and authority, and are duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
22. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Owner, and its successors and assigns, and the City, and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
23. Time of Essence. Time is of the essence in the performance of each and every obligation to be performed by the Parties hereto.
24. Subcontractors. Owner shall be responsible to make certain all of its contractors, subcontractors, agents, employees and representatives comply with all terms of this Agreement.
25. Entire Agreement. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. Agreement is specifically intended to supersede all prior agreements whether written or oral.
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.

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

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

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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.

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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:

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(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 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.

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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.

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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.

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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.

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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.

- (c) 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) _____

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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 qQualified 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.

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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.

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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

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.

Agenda – Whova app will include a detailed schedule, mem, and MCFOA points

TUESDAY - March 18, 2025 (Pre-Conference)

- 8:00-9:00 AM Continental Breakfast
- 8:30-9:00 AM Check-In for Full-Day Workshops
- 9:00-3:00 PM Athenian Dialogue: "Five Little Indians"
- 9:00-4:00 PM New City Clerk Orientation & Election Administration
- 12:00-12:30 PM Lunch (Full Day Workshops Only)
- 12:30-1:00 PM Check-In for Half-Day Workshop
- 1:00-4:30 PM Excel Basics
- 2:30-2:45 PM Afternoon Break
- 4:30-5:30 PM Board Meeting (Board Only)
- 4:30-7:00 PM Conference Check-In
- 5:30-6:30 PM President's Reception

WEDNESDAY - March 19, 2025 (Day 1)

- 7:45-8:40 AM Conference Check-In and Continental Breakfast
- 8:15-8:40 AM First Time Attendee Welcome Breakfast with MCFOA Board
- 8:45-9:00 AM Mayor Introduction & Therapy Dogs
- 9:00-9:15 AM Welcome Ceremony
- 9:15-10:30 AM Opening Keynote: Greta Grosch
- 10:30-10:45 AM Morning Break
- 10:45-12:00 PM Concurrent Sessions #1 (CHOOSE ONE)
 - 1. Staying Sane from 9-5: Conquering Workplace Frustration
 - 2. Are We Out of the Weeds Yet? – REPEAT SESSION
 - 3. Good Mental Health in the Workplace
 - 4. Digital Accessibility in MN Cities
- 12:00-1:15 PM Awards Luncheon
- 1:15-2:30 PM Concurrent Sessions #2 (CHOOSE ONE)
 - 5. Are We Out of the Weeds Yet? – REPEAT SESSION
 - 6. Intro to Public Finance Tools
 - 7. Emergency Management Planning
 - 8. Minnesota Withholding Tax Basics
- 2:30-2:45 PM Afternoon Break
- 2:45-4:00 PM Concurrent Sessions #3 (CHOOSE ONE)
 - 9. ESST & Wage Theft Laws
 - 10. PERA Statewide Volunteer Firefighters Plan Benefits & Costs
 - 11. Budget 101
 - 12. Data Requests Panel
- 4:00-5:00 PM Nominations (Nominating Committee Only)
- 4:30-5:30 PM Cocktail Hour
- 5:30-6:30 PM Hats Off to City Clerks Banquet and IIMC Drawing

6:30-8:00 PM Bingo Night (Kentucky Derby Theme)

THURSDAY - March 20, 2025 (Day 2)

- 8:00-8:30 AM Conference Check-In | Breakfast Buffet Begins
- 8:30-9:15 AM Oath of Office | Business Meeting | Breakfast Continues
- 9:15-10:30 AM General Session: Fundamentals of MCFOA
- 10:30-11:15 AM Exhibit Hall Opens | Morning Break | Silent Auction
- 11:15-12:30 PM Concurrent Sessions #4 (CHOOSE ONE)
 - 13. Liquor Licensing Essentials – REPEAT SESSION
 - 14. Artificial Intelligence in Municipal Governance
 - 15. Ordinances Vs. Resolutions
 - 16. Small Town Round Table
- 12:30-1:30 PM Lunch | Exhibitors eat @ 11:30 AM
- 1:30-2:45 PM Concurrent Sessions #5 (CHOOSE ONE)
 - 17. Liquor Licensing Essentials – REPEAT SESSION
 - 18. Elections Updates
 - 19. Implementing an Apprentice Program (MNRW)
 - 20. Planning & Zoning: The Basics and More
- 2:45-4:30 PM Connect with Vendors | Afternoon Break | Silent Auction
(Silent Auction closes at 4:00pm)
- 4:30 PM Vendor Booth Closes | Silent Auction Payments Due
- 4:30-5:30 PM Cocktail Hour & LIGHT Appetizers | Magician improv
- 5:30-6:30 PM Magician, Matt Dun – Show Begins
- 6:30 PM Entertainment Ends | Dinner ON OWN

FRIDAY - March 21, 2025 (Day 3)

- 8:00-9:00 AM Breakfast Buffet
- 9:00-10:15 AM Concurrent Sessions #6 (CHOOSE ONE)
 - 21. Records Management
 - 22. Give Me Some Chocolate...I'm Stressed!
 - 23. Grant Writing Essentials
 - 24. Gambling
- 10:15-10:30 AM Morning Break
- 10:30-11:45 AM Closing Keynote: Desi Payne
- 11:45-12:00 PM Final Announcements and IIMC Drawings
- 12:00 PM Adjourn

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 City's 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 "swing away" type mailbox assembly and mailbox as selected by the City which shall all be installed at City expense; or ii) the resident can replace their own mailbox, newspaper box and/or post at their sole expense. Further, if the resident elects not to accept the "swing away" type mailbox assembly replacement, the City shall bear no responsibility for any future damage to the resident's mailbox and mailbox assembly caused by the City's plow blade, wing or other piece of equipment. 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. 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 5. 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 and such updated version shall constitute the official 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.

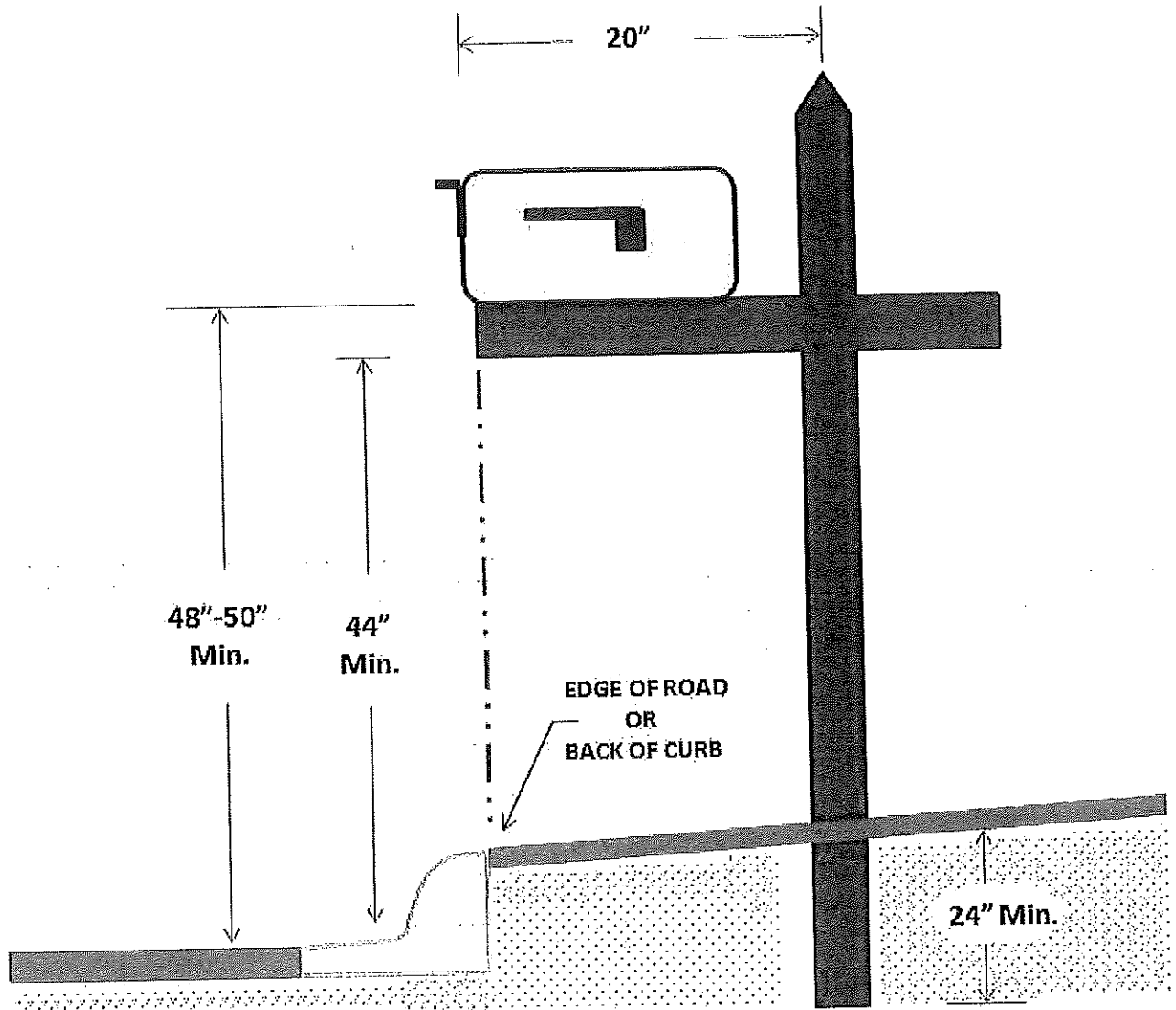
CITY OF BALDWIN

Jay Swanson, Mayor

Attested by:

Joan Heinen, Clerk

Appendix A



Appendix B

Mailbox/Property Damage/Concern Form

Complaint Date: _____

Resident Name: _____

Contact Number: _____

Address: _____

Explanation of Damage: _____

Staff Decision: _____

Circle One: City shall repair with "swing away" type mailbox assembly/Resident shall repair

Resident acknowledges and agrees if resident elects to replace their own mailbox, newspaper box and/or post, that such repair shall be at their sole expense. Further, if the resident elects not to accept the "swing away" type mailbox assembly replacement, the City shall bear no responsibility for any future damage to the resident's mailbox and mailbox assembly caused by the City's plow blade, wing or other piece of equipment.

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

RESOLUTION # 25-03

**CITY OF BALDWIN
COUNTY OF SHERBURNE, MINNESOTA**

RESOLUTION APPOINTING ELECTION JUDGES

Whereas; Minnesota Statutes § 204B.21 allows the City of Baldwin to appoint election judges.

Whereas; Minnesota Statutes § 204B.19, subdivision 2 requires that an election judge (1) can read, write, and speak the English language, (2) is not the spouse, parent, child, or sibling of any election judge serving in the same precinct or any candidate of the election, (3) is not domiciled, either permanently or temporarily with any candidate at the election, or (4) is not a candidate in the election.

Whereas; the base number of required election judges for an election in Minnesota under Minnesota Statutes § 204B.22 has been determined to be a minimum of (3) judges for Precinct (1) of the City of Baldwin and Precinct (2) of the City of Baldwin.

Whereas; the clerk recommends all election judges that are current in their training be appointed, due to the anticipated voter turnout, election judge availability, and necessity of maintaining party balance at all times during the day; and

Whereas; the attached list of judges fulfills the requirements listed in Minnesota Statutes § 204B.19. subdivision 2.

WHEREAS; under Minnesota Statutes § 204B.21 subdivision 2, a resolution is mandatory if the appointment of the election judge is within 25 days of the election in which the election judge will serve.

WHEREAS; April 8th, 2025 is the date of the election in which the election judge is to serve.

NOW, THEREFORE BE IT RESOLVED; the City Council of the City of Baldwin hereby appoints the attached list of election judges as eligible to serve in the Election of Officers on April 8th, 2025 pending completion of their training and otherwise qualifying for the position.

BE IT FURTHER RESOLVED; the City Council of the City of Baldwin hereby authorizes any election judge to be compensated as required by Minnesota Statutes § 204B.31, in an amount set by the City Council at the regular hourly rate for the clerk and at \$18.00 per hour for trained election judges, and \$20.00 per hour for trained head election judges, which is not less than the prevailing Minnesota minimum wage.

BE IT FURTHER RESOLVED; the City Council of the City of Baldwin hereby authorizes the City Clerk to add additional election judges as needed and allowed by Minnesota Statutes § 204B.21.

Passed this 24th day of February, 2025.

BY THE CITY COUNCIL

Jay Swanson/Mayor

Attest: _____
Joan Heinen/City Clerk

**CITY OF BALDWIN
NOTICE OF SPECIAL ELECTION**

On April 8th, 2025, the City of Baldwin will hold a special election at the Baldwin City Hall located at 30239 - 128th Street. Precinct 1: Baldwin City Hall at 30239 128th Street in Sherburne County as its polling place is defined as the area west of Highway 169. Precinct 2: Baldwin City Hall at 30239 128th Street in Sherburne County as its polling place is defined as the area east of Highway 169. The polls will be open between the hours of 10:00 a.m. and 8:00 p.m. for the purpose of voting for:

Title: Sunday Liquor Licenses

Question: Shall the City of Baldwin authorize the issuance of Sunday intoxicating liquor licenses?

"Yes" or "No"

The City Hall will be open on Saturday, April 5th, 2025 from 9:00 a.m. to 3:00 for absentee voting.

The City Council will meet as the Board of Canvass to officially certify the election results on

Joan Heinen
City Clerk/Treasurer