



**AGENDA FOR MARCH 3RD, 2025
BALDWIN CITY COUNCIL REGULAR MEETING
7:00 p.m.
(Revised 2/27/2025)**

7:00 p.m. Call to Order

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

Treasurer's Report:

Sheriff's Report:

Public Comment Requests:

Approval of Consent Agenda *(Items on Consent Agenda are reviewed in total by the 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 Ordinance 2025-06; Ordinance Repealing Ordinance 2024-10
- Approve Ordinance 2025-07; Ordinance Authorizing and Regulating the Conduct of Lawful Gambling
- Approve City Council Meeting Minutes for February 24th, 2025
- Approve Zac Good for Park Committee Chair, Term Expires April 1st, 2025
- Approve Sarah Koste for Park Committee Vice-Chair, Term Expires April 1st, 2025
- Approve Rosemarie Walker for Park Committee Alternative Member
- Approve Joy Johnson for Planning Commissioner, Term Expiring April 1st, 2025
- Approve Clarence Mattson for Planning Commissioner Chair, Term Expiring April 1st, 2025

Princeton Chamber of Commerce, Kim Young; Executive Director, Formal Introduction

Discuss/Approve/Disapprove Resolution 25-04; Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code

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.

Fire Department Report:

- a. Discuss/Approve/Disapprove Fire Department 2025-2030 Capital Improvement Plan
- b. Discuss Fire Department Medical Responses

Planning Items:

- a. Discuss/Approve/Disapprove Rum River Consultants Agreement for Building Official Services
- b. Discuss Code Enforcements

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

- a. Discuss/Approve/Disapprove Replacing Exterior Sign at City Hall and Fire Department – Scott Case
- b. Discuss/Approve/Disapprove Streaming City Council Meetings – Scott Case
- c. Discuss/Approve/Disapprove Audio Equipment – Scott Case
- d. Discuss/Approve/Disapprove 136th Street Road Agreement – Tom Rush

New Business:

- a. Discuss/Approve/Disapprove Staff Participation in Infrastructure Committee – Jeff Holm
- b. Discuss Employee Handbook – Jay Swanson
- c. Discuss Update on the City Bulletin Board Sign – Tom Rush
- d. Discuss/Approve/Disapprove Frontier Trails Main Tank Pumping Estimate – Jay Swanson
- e. Discuss/Approve/Disapprove Purchase of Water Pump and Hoses – Jay Swanson

Announcements:

- a. Next City Council Meeting, Monday, March 17th, 2025 at 7:00 p.m.
- b. Infrastructure Committee Meeting Thursday, March 27th, 2025 at 7:00 p.m.
- c. Public Accuracy Test Friday, April 4th, 2025 at 9:00 a.m. at City Hall
- 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

March 2025

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Fund	Begin March 2025	Transfers			Receipts	Disbursements	Rec/Disb	Journal Entries	JE Payroll	Balance No	
										Investments	Balance
10100 - Bremer											
101 - General Fund	(\$739,303.43)				\$0.00	(\$6,020.04)	\$0.00	\$0.00	(\$1,198.60)	(\$746,322.07)	In Bal
225 - Cemetery Fund	\$14,719.99				\$0.00		\$0.00	\$0.00	(\$107.65)	\$14,612.34	In Bal
250 - Fire Fund	\$46,626.89				\$0.00	(\$3,158.35)	\$0.00	\$0.00	(\$3,229.50)	\$40,239.04	In Bal
301 - G.O. 2017A	\$735,169.64				\$0.00		\$0.00	\$0.00		\$735,169.64	In Bal
302 - G.O. 2024A	(\$16,841.59)				\$0.00		\$0.00	\$0.00		(\$16,841.59)	In Bal
401 - Capital Project Fund	\$150,098.97				\$0.00		\$0.00	\$0.00		\$150,098.97	In Bal
402 - Fire Service	\$49,436.87				\$0.00		\$0.00	\$0.00		\$49,436.87	In Bal
403 - Fire Infrastructure Fund	\$138,765.41				\$0.00		\$0.00	\$0.00		\$138,765.41	In Bal
404 - Parks Capital Fund	\$84,383.36				\$0.00		\$0.00	\$0.00		\$84,383.36	In Bal
602 - Sewer Fund	\$48,414.68				\$0.00	(\$2,728.39)	\$0.00	\$0.00		\$45,686.29	In Bal
801 - Developers Account - Escrow	\$125,040.63				\$0.00		\$0.00	\$0.00		\$125,040.63	In Bal
802 - Baldwin Estates Escrow	\$1,489.61				\$0.00		\$0.00	\$0.00		\$1,489.61	In Bal
803 - Misty Hollow Escrow	\$1,121.79				\$0.00		\$0.00	\$0.00		\$1,121.79	In Bal
804 - Buck Run Escrow	\$15,756.81				\$0.00		\$0.00	\$0.00		\$15,756.81	In Bal
805 - Sunser Farms 1st Addt Escr	\$2,676.41				\$0.00		\$0.00	\$0.00		\$2,676.41	In Bal
					YTD Amounts		MTD Amounts		Begin + YTD		
Begin	\$657,556.04				\$975,411.07					\$0.00	
Receipt	\$0.00					Investments	\$0.00			\$0.00	
Disbursements	(\$11,906.78)				\$252,743.98	Petty Cash	\$0.00			\$0.00	
Transfers Rec/Disb	\$0.00				(\$510,749.97)	Savings	\$0.00			\$0.00	
Transfers JE	\$0.00				\$0.00	Money Market	\$0.00			\$0.00	
JE Payroll	(\$4,535.75)				\$0.00						
					(\$76,291.57)	Balance	\$641,113.51	In Balance			

CITY OF BALDWIN

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*Check Summary Register©

Batch:

021825BiWeekState,021825BiWeekTBLesFis,021825PeraBiWeek,022525LadderTruckPym,03032025MtgPayments,PAY20250202.02,
 PAY20250503.00,PAY20250803.00,PAY20250903.00

Name	Check Date	Check Amt	
10100 Bremer			
22e Pera	2/24/2025	\$1,672.69	02182025 BiWeek Pera
23e Minnesota Dept of Revenue	2/24/2025	\$652.80	02182025 State BiWeekly Payroll Liab
24e EFTPS	2/24/2025	\$3,895.54	021825 BiWeek Lester TB Fischer
28391 Rocky Kempe	2/26/2025	\$10,000.00	1991 FD Ladder Truck
28392 Boyer Trucks	3/3/2025	\$260.32	Circuit Breaker Blower Resistor Repair
28393 CenterPoint Energy	3/3/2025	\$1,648.26	Utility Gas
28394 Compass Minerals America Inc	3/3/2025	\$2,857.08	Bulk Hwy Coarse
28395 DSC Communications	3/3/2025	\$865.00	FD Radio Repair
28396 Elan Financial Services	3/3/2025	\$952.32	10 Hour OSHA Training Public Works
28397 MPCA	3/3/2025	\$1,515.00	Frontier Trails Septic Water Permit 2020
28398 Sherburne County Recorder	3/3/2025	\$826.00	Incorporation Recording-Torren Cert Updates
28399 Utility Consultants Inc	3/3/2025	\$515.46	Frontier Trails SSD Testing
28400 Vanderpoel Disposal	3/3/2025	\$90.93	Garbage Refuse
28401 Wastewater Services Inc.	3/3/2025	\$650.00	Frontier Trails SSD
28402 Nordic Auto Glass	3/3/2025	\$1,314.91	FD 2020 F 150 Windshield Repair
28403 North Central International In	3/3/2025	\$411.50	2012 Intl Workstar 7600
28404 Kriesel, Lester W.	3/3/2025	\$92.35	
28405 Johnson, Joy M	3/3/2025	\$46.17	
28406 Marshall, Richard	3/3/2025	\$92.35	
28407 Mattson, Clarence	3/3/2025	\$92.35	
28408 McGowan, William	3/3/2025	\$46.17	
28409 Miller, Patricia	3/3/2025	\$92.35	
28410 Newman, Sherry	3/3/2025	\$92.35	
28411 VOID	3/3/2025	\$0.00	
28412 Schmock, Calvin	3/3/2025	\$92.35	
28413 Case, Scott F.	3/3/2025	\$1,409.65	
28414 Fischer, Robin K.	3/3/2025	\$923.50	
28415 Case, Scott	3/3/2025	\$349.40	
28416 Holm, Jeffrey R.	3/3/2025	\$349.40	
28417 Rush, Thomas J.	3/3/2025	\$267.75	
28418 Walker, Alan	3/3/2025	\$589.61	
Total Checks		\$32,663.56	

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

ORDINANCE NO. 2025-06

ORDINANCE REPEALING ORDINANCE NO. 2024-10

The City Council for the City of Baldwin, Sherburne County, Minnesota, hereby ordains:

Ordinance No. 2024-10 adopted December 2, 2024, an Ordinance Authorizing And Regulating the Conduct of Lawful Gambling Within the City of Baldwin, Minnesota is hereby repealed in its entirety. This Ordinance shall be effective upon passage and publication in the official City newspaper.

Passed by the Baldwin City Council this 3rd day of March 2025.

Jay Swanson, Mayor

ATTEST:

Joan Heinen, Clerk

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

ORDINANCE NO. 2025-07

**AN ORDINANCE AUTHORIZING AND REGULATING THE CONDUCT OF LAWFUL
GAMBLING WITHIN THE CITY OF BALDWIN, MINNESOTA**

The City Council of the City of Baldwin, Minnesota ordains:

SECTION 1. ADOPTION OF STATE LAW BY REFERENCE

The provisions of Minnesota Statutes Chapter 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this ordinance as if set out in full. It is the intention of the City Council that all future amendments of Minnesota Statutes Chapter 349, are hereby adopted by reference or referenced as if they had been in existence at the time this ordinance was adopted.

SECTION 2. CITY MAY BE MORE RESTRICTIVE THAN STATE LAW

The City Council is authorized by the provisions of Minn. Stat. § 349.213, as it may be amended from time to time, to impose, and has imposed in this ordinance, additional restrictions on gambling within its limits beyond those contained in Minn. Stat. ch. 349, as it may be amended from time to time.

SECTION 3. PURPOSE

The purpose of this ordinance is to regulate lawful gambling within the City of Baldwin, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

SECTION 4. DEFINITIONS

In addition to the definitions contained in Minn. Stat. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this ordinance:

BOARD, as used in this ordinance, means the State of Minnesota Gambling Control Board.

CITY, as used in this ordinance, means the City of Baldwin.

CITY COUNCIL, as used in this ordinance, means the City Council of the City of Baldwin.

LICENSED ORGANIZATION, as used in this ordinance, means an organization licensed by the city and the Board.

LOCAL PERMIT, as used in this ordinance, means a permit issued by the City.

TRADE AREA, as used in this ordinance, means the Townships of Wyanett, Spencer Brook, Stanford, Livonia, Orrock, Blue Hill, and Greenbush and the City of Princeton.

SECTION 5. APPLICABILITY

This ordinance shall be construed to regulate all forms of lawful gambling within the City except for the following:

- (i) Bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed \$10, total prizes awarded at a single bingo occasion do not exceed \$200, only members of the organization, residents of the nursing home or housing project, and their guests, are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.
- (ii) Raffles conducted so as to meet the requirements to be considered exempt from state licensing requirements pursuant to Minn. Stat. § 349.166.

SECTION 6. LAWFUL GAMBLING PERMITTED

Lawful gambling is permitted within the City provided it is conducted in accordance with Minn. Stat. §§ 609.75-.763, inclusive, as they may be amended from time to time; Minn. Stat. §§ 349.11-.23, inclusive, as they may be amended from time to time; and this ordinance.

SECTION 7. CITY COUNCIL APPROVAL

Subd. 1. Lawful gambling authorized by Minn. Stat. §§ 349.11-.23, inclusive, as they may be amended from time to time, shall not be conducted unless approved by the City Council, subject to the provisions of this ordinance and state law.

Subd. 2. No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by Minn. Stat. § 349.166, as it may be amended from time to time, without a valid Local Permit from the City. This section shall not apply to lawful gambling exempted from local regulation by Section 5 of this ordinance.

SECTION 8. APPLICATION AND CITY APPROVAL OF PREMISES PERMITS

Subd. 1. Applications for issuance or renewal of a Local Permit from the City shall be on a form prescribed by the City. The application shall contain the following information:

- (i) Name and address of the organization requesting the permit.
- (ii) Name and address of the officers and person accounting for receipts, expenses, and profits for the event.
- (iii) Dates of gambling occasion for which permit is requested.
- (iv) Address of premises where event will occur.

(v) Copy of rental or leasing arrangement, if any, connected with the event, including rent to be charged to the organization.

(vi) Estimated value of prizes to be awarded.

Subd. 2. The fee for a Local Permit shall be \$100. The fee shall be submitted with the application for a Local Permit.

Subd. 5. The applicant shall be notified in writing of the date on which the City Council will consider the recommendation.

Subd. 6. The City Council shall consider the application within 60 days of the date the application was submitted to the City Clerk.

Subd. 7. The City Council shall by resolution approve or disapprove the application.

Subd. 8. The City Council shall deny an application for issuance or renewal of a premises permit for any of the reasons listed below. **THE FOLLOWING REASONS WOULD BE GROUNDS FOR DENIAL:**

- (i) Violation by the gambling organization of any state statute, state rule, or City ordinance relating to gambling within the last three (3) years.
- (ii) Violation by the on-sale establishment or organization leasing its premises for gambling of any state statute, state rule, or City ordinance relating to the operation of the establishment, including, but not limited to, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three (3) years.
- (iii) Lawful gambling would be conducted at premises other than those for which an on-sale liquor license has been issued.
- (iv) Lawful gambling would be conducted at more than three (3) premises within the City.
- (v) An organization would be permitted to conduct lawful gambling activities at more than one (1) premises in the City.
- (vi) More than one Licensed Organization would be permitted to conduct lawful gambling activities at one (1) premises.
- (vii) Failure of the applicant to pay the application fee provided by Subdivision 3 within the prescribed time limit.
- (viii) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Subd. 9. Local Permits shall be valid for one (1) year after the date of issuance unless suspended or revoked.

SECTION 9. LICENSE AND PERMIT DISPLAY

All permits issued under state law or this ordinance shall be prominently displayed during the permit year at the premises where the permitted gambling is conducted.

SECTION 10. NOTIFICATION OF MATERIAL CHANGES TO APPLICATION

An organization holding a state-issued premises permit or a Local Permit shall notify the City within ten (10) days in writing whenever any material change is made in the information submitted on the application.

SECTION 11. CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY

Subd. 1. Each organization licensed to conduct lawful gambling within the City pursuant to Minn. Stat. § 349.16, as it may be amended from time to time, shall contribute a minimum of ten percent (10%) of its net profits derived from lawful gambling in the City to a fund administered and regulated by the City without cost to the fund. The City shall disburse the funds for charitable contributions as defined by Minn. Stat. § 349.12, subd. 7a, as it may be amended from time to time. Nothing in this ordinance shall prevent an organization licensed to conduct lawful gambling within the City from contributing more of its net profits derived from lawful gambling to the City than the minimum required by this subdivision.

Subd. 2. Payment under this section shall be made quarterly on the following dates: January 1st, April 1st, July 1st, and October 1st.

Subd. 3. The City's use of such funds shall be determined at the time of adoption of the City's annual budget or when the budget is amended.

SECTION 12. DESIGNATED TRADE AREA

Subd. 1. Each organization licensed to conduct gambling within the City shall expend ninety percent (90%) of its lawful purpose expenditures on lawful purposes conducted within the City's Trade Area.

Subd. 2. This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the City's jurisdiction.

SECTION 13. RECORDS AND REPORTING

Subd. 1. Organizations conducting lawful gambling shall file with the City Clerk one copy of all records and reports required to be filed with the Board, pursuant to Minn. Stat. ch. 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from

time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.

Subd. 2. Organizations licensed by the City shall file a report with the City proving compliance with the contributions to the City and the trade area spending requirements imposed by Sections 11 and 12 of this ordinance. Such report shall be made on a form prescribed by the City and shall be submitted annually by December 31st of each year.

SECTION 14. HOURS OF OPERATION

Lawful gambling shall not be conducted between 2 a.m. and 8 a.m. on any day of the week.

SECTION 15. PENALTY

Any person who violates any provision of this ordinance; Minn. Stat. §§ 609.75-609.763, inclusive, as they may be amended from time to time; or Minn. Stat. §§ 349.11-349.21, as they may be amended from time to time; or any rules promulgated under those sections, as they may be amended from time to time, shall be guilty of a misdemeanor and subject to a fine of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both, plus in either case the costs of prosecution. In addition, violations shall be reported to the Board and recommendation shall be made for suspension, revocation, or cancellation of an organization's license pursuant to this ordinance.

SECTION 16. REVOCATION AND SUSPENSION OF LOCAL PERMIT

Subd. 1. A Local Permit may be revoked or temporarily suspended for a violation by the gambling organization of any state statute, state rule, or City ordinance relating to gambling.

Subd. 2. A license shall not be revoked or suspended until written notice and an opportunity for a hearing have first been given to the permitted person. The notice shall be personally served or sent by certified or registered mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. Notice shall state the provision reasonably believed to be violated and shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the City Council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the City Council finds that an ordinance violation exists, then the City Council may suspend or revoke the permit.

SECTION 17. SEVERABILITY

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 18. EFFECTIVE DATE

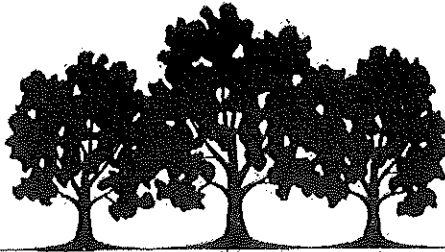
This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

Passed by the Baldwin City Council this 3rd day of March 2025.

Jay Swanson, Mayor

Attested:

Joan Heinen, City Clerk



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

February 20, 2025

Zac Good

9808 287th Ave NW
Zimmerman, MN 55398

Re: City of Baldwin Park Committee

Dear Zac Good

This is to inform you that your term will expire April 1, 2025.

Please indicate below if you wish to be reappointed for another term on the Park Committee Board.

☒ Yes, I wish to be reappointed for another 3 years

☐ No, I do not wish to be reappointed for another term
Please include letter of resignation

The Baldwin City Council will review your reappointment at the March 3, 2025 City Council Meeting.

Kayla Nielsen
Deputy Clerk
City of Baldwin



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

February 20, 2025

Sarah Koste
28343—120th Street NW
Princeton, MN 55371

Re: City of Baldwin Park Committee

Dear Sarah Koste

This is to inform you that your term will expire April 1, 2025.

Please indicate below if you wish to be reappointed for another term on the Park Committee Board.

☒ Yes, I wish to be reappointed for another 3 years

☐ No, I do not wish to be reappointed for another term
Please include letter of resignation

The Baldwin City Council will review your reappointment at the March 3, 2025 City Council Meeting.

Kayla Nielsen
Deputy Clerk
City of Baldwin

APPLICATION FOR APPOINTMENT TO
TOWNSHIP COMMITTEE OR COMMISSION



BALDWIN TOWNSHIP
30239 128th Street, Princeton, MN 55371

30239 – 128th Street
Princeton, MN 55371

If interest lies in more than one choice, indicate (by order of preference) which commission/committee you are interested in.

☐ Planning Commission
☒ Park Committee

NAME: Rosemarie (Rosie) Walker

Address: 10631 297th Ave. Shore
Princeton, MN 55371 Snoopers 2018 @,

Phone: (home) 651-208-7337 (work)

Occupation: Retired Employer:

How many years have you lived in Baldwin Township? 15 years

Are you a property owner: yes

STATEMENT OF INTEREST:

Please explain why you would like to serve on the committee or commission selected above:

Interested in being involved in the
community and like the outdoors.

EDUCATION AND PROFESSIONAL EXPERIENCE:

Describe your educational and professional experience or skills that qualify you to serve on this committee or commission.

- Was on numerous committees which worked at Crystal Cabinet Works for 38 yrs.

CIVIC AND COMMUNITY ACTIVITIES:

Describe past or present civic and/or community activities that may be relevant in qualifying you to serve on this committee or commission.

- Was in Princeton Jaycees for years.

ATTENDANCE:

Are you aware of the importance of regular meeting attendance, including the time commitment involved in preparing for meetings, and do you feel you have the time available to be an active participant? ☒ Yes ☐ No (circle one)

Comments: _____

CONFLICT OF INTEREST: A conflict may exist when you have a particular interest in an issue.

I wish to disclose the following potential conflicts of interest that may or will arise if I become a member of this committee or commission.

Husband Alan Walker is on City Council Baldwin

Rosemarie Walker

Signature

Date

1-31-25

The selection process will vary according to the number of applicants and vacancies, and may not include interviews with all candidates.

THANK YOU FOR YOUR INTEREST IN SERVING ON A COMMITTEE OR COMMISSION.



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

February 20, 2025

Joy Johnson
28713—131st Street NW
Zimmerman, MN 55398

Re: City of Baldwin Planning Commission

Dear Joy Johnson

This is to inform you that your commission will expire April 1, 2025.

Please indicate below if you wish to be reappointed for another term on the Planning Commission Board.

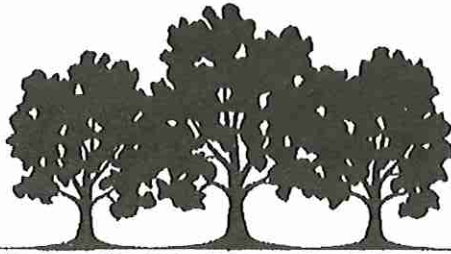
☒ Yes, I wish to be reappointed for another 3 years

☐ No, I do not wish to be reappointed for another term
Please include letter of resignation

The Baldwin City Council will review your reappointment at the March 3, 2025 City Council Meeting.

Kayla Nielsen
Deputy Clerk
City of Baldwin

Electronic Signature: Joy M. Johnson



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

February 20, 2025

Clarence Mattson
31025—115th Street
Princeton, MN 55371

Re: City of Baldwin Planning Commission

Dear Clarence Mattson

This is to inform you that your commission will expire April 1, 2025.

Please indicate below if you wish to be reappointed for another term on the Planning Commission Board.

X Yes, I wish to be reappointed for another 3 years

 No, I do not wish to be reappointed for another term
Please include letter of resignation

The Baldwin City Council will review your reappointment at the March 3, 2025 City Council Meeting.

Kayla Nielsen
Deputy Clerk
City of Baldwin

Clarence Mattson 26 FEB 25

RESOLUTION # 25-04

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

**RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

BE IT RESOLVED by the City Council (the "Council") of the City of Baldwin, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from

time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 3rd day of March, 2025, by the City Council.

BY THE CITY OF BALDWIN

Jay Swanson, Mayor

Joan Heinen, Clerk/Treasurer

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting City Clerk of the City of Baldwin, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$_____ is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: March 3rd, 2025

Joan Heinen, City Clerk
City of Baldwin, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Baldwin, Minnesota, hereby certifies the following:

The foregoing is a true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular or special meeting of the Council held on March 3rd, 2025. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member _____ moved the adoption of the Resolution, which motion was seconded by Council Member _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of Baldwin, Minnesota, this 3rd day of March, 2025.

Joan Heinen, City Clerk
City of Baldwin, Minnesota



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

Response Guidelines
12/13/2024

Department Medical Response

1. Cardiac Arrest
2. Respiratory Arrest
3. Chest Pain
4. Stroke/CVA
5. Shortness of Breath (SOB)
6. Unconscious/ Unresponsive
7. Serious Trauma/ Falls
8. Anaphylaxis/ Allergic reactions
9. MVC/PI with injuries
10. Overdoses

Department Fire/Rescue response

1. Fires
2. Water incidents
3. Rescues/Extrication
4. Hazmat
5. Alarms
6. Missing/Lost Persons
7. Agency Assists

Department Response Not Required- Page Duty/Chief Officer

1. Non-emergent medicals
2. Any incidents not listed above that is a "Code Red" response

Red-Line
Copy

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

AGREEMENT FOR BUILDING OFFICIAL SERVICES

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

RECITALS

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

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

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

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

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

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

1. **Services.** The Contractor shall provide services to the Jurisdiction for the prices set forth on Exhibit A attached hereto (the "Services"). The Contractor shall perform the Services in the capacity

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

2. **Term.** This Agreement shall commence on the date written above and be renewed automatically each calendar year (referred to herein as the "Term"), unless terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.

3. **Performance.** The Contractor shall complete the performance of building inspection services in accord with the conditions described in this Agreement. If any additional work outside the scope of building inspection services is contemplated, the parties will mutually agree to the parameters of the additional work and anticipated costs as well as timeframe for completion. The Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. If any work is requested outside of the scope of the Services set forth in Exhibit A, such work shall not commence until the parties agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement. Contractor shall provide for his own vehicle, and any necessary equipment, tools, materials and supplies for the performance of the obligations specified herein.

4. **Indemnification, Hold Harmless, and Defend.** Any claims that arise against the Contractor, its agents or employees as a consequence of any act or omission of malice and without good faith on the part of the Contractor or its agents or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act or omission of malice and without good faith of the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the Jurisdiction in writing of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code and the alleged injury arose as a direct result of City's failure to enforce the Code.

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

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

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

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

8. **Warranty of Workmanship and Timely Completion.** The Contractor warrants that all work completed for and within the Jurisdiction shall be done in a workmanlike and timely manner in accordance with applicable industry standards. If the Jurisdiction receives complaints or comments

regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

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

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

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

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

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

13. Invoices shall be submitted periodically (customarily on a monthly basis) and are due and payable within 30 days of receipt by Municipality unless disputed as provided for herein. However, no claim for payment by Contractor shall be paid unless it is detailed and otherwise in compliance with

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the claim requirements of Minn. Stat. §§ 471.38; 471.391; and any other applicable law. Before paying a claim that involved the use of materials or labor supplied by someone other than Contractor, the Municipality may require Contractor to supply proof of such materials or labor. Undisputed portions of invoices are due and payable within 30 days. Municipality must notify Contractor in writing of any disputed items within 30 days from receipt of invoice. Undisputed amounts due Contractor will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state disability insurance tax, and state unemployment insurance tax. Contractor is responsible for payment of any and all taxes related to compensation received under this Agreement.

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

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

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

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

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

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

JURISDICTION

Jay Swanson, Mayor

ATTEST:

Joan M. Heinen, City Clerk/Treasurer

CONTRACTOR

Andy J. Schreder, Chief Building Official & Owner

Exhibit A
Services

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

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

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

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

3. Minimum Permit and Plan Review Fees.

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

4. State Delegation.

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

5. **Plumbing Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of "administrative authority" as defined in the Minnesota State Plumbing Code 4714.0203 for plumbing plan review for commercial construction and remodel work as found in Minnesota Rules 1300.0215, Subp. 6 and Minnesota Statute 326B.43, Subp. 2. The Contractor is authorized to bill the jurisdiction 85% of the plumbing plan review fees. The Contractor is also authorized to bill the jurisdiction 85% of the permit fee collected with a minimum fee of \$300.00.
6. **Fire Sprinkler/Alarm Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of "administrative authority" as defined in MN Statute 299F.011 for plan review and inspection services for new and remodel commercial work related to fire sprinkler and alarm systems. Permits are required as specified by Section 105 of the MN State Fire Code. The Contractor is authorized to bill the jurisdiction 85% of fire sprinkler and alarm system plan review fees. The Contractor is also authorized to bill the jurisdiction 85% of the permit fee collected with a minimum fee of \$300.00.
7. **Septic Systems.** The Contractor may provide system design review and inspection services for residential and commercial septic systems.
 - A. New residential septic systems, the Contractor is authorized to bill the jurisdiction at a rate of \$350.00.
 - B. Residential tank replacement and holding tank systems, the Contractor is authorized to bill the jurisdiction at a rate of \$175.00.
 - C. The Contractor is authorized to bill the jurisdiction for review and inspection services for new commercial and alteration/repair commercial septic systems, in accordance with Minnesota Statute 326B.153, Subdivision 1. The minimum fee for all new commercial septic systems will be \$350.00.
 - D. The Contractor will receive 15% of permit fees captured on all advanced septic systems which must be contracted out by the Jurisdiction.
8. **After Hours Work.** Inspections and/or other meetings requested outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm), or agreed upon work schedules, will be billed at \$150.00 per hour with a 2-hour minimum. These terms can be applied to emergency disaster response and the evaluation of buildings after natural or manmade disasters.

9. Jurisdiction Meeting Attendance Provisions.

A. The Contractor may attend:

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

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

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

11. Zoning Supplemental Services.

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

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

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

- C. If the Contractor is requested to perform a plan review or site inspection related to a Jurisdiction issued zoning permit, the following rates will apply:
- i. Zoning Permit: Either 70% of the permit fee as calculated in accordance with the fee schedule, or \$100.00, whichever is greater.
 - ii. Zoning Plan Review: Either 80% of the plan review fee as calculated in accordance with the fee schedule, or \$75.00, whichever is greater.

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

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

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

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

AGREEMENT FOR BUILDING OFFICIAL SERVICES

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

RECITALS

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

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

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

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

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

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

1. **Services.** The Contractor shall provide services to the Jurisdiction for the prices set forth on Exhibit A attached hereto (the "Services"). The Contractor shall perform the Services in the capacity

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

2. **Term.** This Agreement shall commence on the date written above and be renewed automatically each calendar year (referred to herein as the "Term"), unless terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.

3. **Performance.** The Contractor shall complete the performance of building inspection services in accord with the conditions described in this Agreement. If any additional work outside the scope of building inspection services is contemplated, the parties will mutually agree to the parameters of the additional work and anticipated costs as well as timeframe for completion. The Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. If any work is requested outside of the scope of the Services set forth in Exhibit A, such work shall not commence until the Parties agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement. Contractor shall provide for his own vehicle, and any necessary equipment, tools, materials and supplies for the performance of the obligations specified herein.

4. **Indemnification, Hold Harmless, and Defend.** Any claims that arise against the Contractor, its agents or employees as a consequence of any act or omission on the part of the Contractor or its agents or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act or omission of the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the Jurisdiction in writing of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code and the consequence arose as a direct result of City's failure to enforce the Code.

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

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

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

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

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regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

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

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

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

12. **Termination.** Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party. In the event of a material breach, the Agreement may be terminated with ten (10) days written notice to the other Party. In the event the Jurisdiction elects to terminate based upon an alleged material breach of the Agreement by the Contractor, the Contractor shall have ten (10) days to cure the breach unless otherwise agreed to in writing by Jurisdiction.

13. **Billing and Payment.** Invoices shall be submitted periodically (customarily on a monthly basis) and are due and payable within 30 days of receipt by Municipality unless disputed as provided for herein. However, no claim for payment by Contractor shall be paid unless it is detailed and otherwise in compliance with the claim requirements of Minn. Stat. §§ 471,38; 471,391; and any other applicable law. Before paying a claim that involved the use of materials or labor supplied by someone other than Contractor, the Municipality may require Contractor to supply proof of such materials or labor. Undisputed portions of invoices are due and payable within 30 days. Municipality must notify Contractor in writing of any disputed items within 30 days from receipt of invoice. Undisputed

amounts due Contractor will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state disability insurance tax, and state unemployment insurance tax. Contractor is responsible for payment of any and all taxes related to compensation received under this Agreement.

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

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

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

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

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

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

JURISDICTION

Jay Swanson, Mayor

ATTEST:

Joan M. Heinen, City Clerk/Treasurer

CONTRACTOR

Andy J. Schreder, Chief Building Official & Owner

Exhibit A Services

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

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

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

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

3. Minimum Permit and Plan Review Fees.

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

4. State Delegation.

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

5. **Plumbing Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in the Minnesota State Plumbing Code 4714.0203 for plumbing plan review for commercial construction and remodel work as found in Minnesota Rules 1300.0215, Subp. 6 and Minnesota Statute 326B.43, Subp. 2. The Contractor is authorized to bill the jurisdiction 85% of the plumbing plan review fees. The Contractor is also authorized to bill the jurisdiction 85% of the permit fee collected with a minimum fee of \$300.00.
6. **Fire Sprinkler/Alarm Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in MN Statute 299F.011 for plan review and inspection services for new and remodel commercial work related to fire sprinkler and alarm systems. Permits are required as specified by Section 105 of the MN State Fire Code. The Contractor is authorized to bill the jurisdiction 85% of fire sprinkler and alarm system plan review fees. The Contractor is also authorized to bill the jurisdiction 85% of the permit fee collected with a minimum fee of \$300.00.
7. **Septic Systems.** The Contractor may provide system design review and inspection services for residential and commercial septic systems.
 - A. New residential septic systems, the Contractor is authorized to bill the jurisdiction at a rate of \$350.00.
 - B. Residential tank replacement and holding tank systems, the Contractor is authorized to bill the jurisdiction at a rate of \$175.00.
 - C. The Contractor is authorized to bill the jurisdiction for review and inspection services for new commercial and alteration/repair commercial septic systems, in accordance with Minnesota Statute 326B.153, Subdivision 1. The minimum fee for all new commercial septic systems will be \$350.00.
 - D. The Contractor will receive 15% of permit fees captured on all advanced septic systems which must be contracted out by the Jurisdiction.
8. **After Hours Work.** Inspections and/or other meetings requested outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm), or agreed upon work schedules, will be billed at \$150.00 per hour with a 2-hour minimum. These terms can be applied to emergency disaster response and the evaluation of buildings after natural or manmade disasters.

9. Jurisdiction Meeting Attendance Provisions.

A. The Contractor may attend:

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

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

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

11. Zoning Supplemental Services.

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

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

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

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

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

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

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

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

Baldwin Township Code Enforcement Summary

27 February 2025

(Projects listed in chronological order by date of complaint)

Address	Owner	PID #	Complaint Date	Date(s) of Site Visit(s)	Site Photos Taken?	Ordinance Violation (if a complaint is not valid or no violation exists put NA)	Admin. Notice Issue Date	Admin. Citation Issue Date	Last Contact with Property Owner & By Whom	Comments And Overall Status	Action Plan
30840 141 st St.	Jocelyn Damiano	01-508-0114	4 May 23			ZO XX-18-2.G	Jun 25		12 May 23, R. Messer (DDL)	TB on Sep 19 suspended enforcement until PC makes recommendations.	
32033 124 th St.	Bell Trucking Inc.	01-0044225	NA	Aug 16 Oct 16	Yes	# of vehicles allowed by CUP	Jun 25		16 Oct 23 DDL		
28209 Lake Diann Rd	Phillip Stueve, Jr.	01-408-0322	25 Jul 23		Video	Habitually barking dog 400-1-4-A.2				SCSO issued citation, Sherburne County Attorney dismissed without authority to prosecute. CLOSED	
14275 292 nd Ave.	Brandon and Kyrleigh Stanek	01-594-255	16 Aug 23			ZO Chapter 31	Jun 25		Email Jun 27	Closed.	
31015 103 rd St	Blaze Graves	01-466-0330	16 Oct 23			Abandoned vehicles ZO XX-21-3.E	Jun 25	Feb 18		Illegal outdoor storage	Reinspect week of Jan 6. Inspected Feb 17.
31540 125-1/2 St.	Anthony Flander	01-00455-0105				RV as dwelling unit				TB directed no action on 11 Dec 23	
14106 296 th Cir	Michael Bakker	01-00524-0325	12 Dec 23			Dog(s) at large				Direction from TB needed to contact dog owner. CLOSED	
11004 305 th Ave	Derek R and Michon M Nelson	01-000142200	26 Jan 24			Home occupation/rural tourism				Direction from TB needed to contact property owner re: required approvals.	No action.
13020 289 th Ave	Jerald and Anne Albrecht	01-004240235	25 April 24			Junk cars/debris	Jun 25				Reinspect week of Jan 6. Reinspect after Mar 1.
14122 294 th Ave	Joshua Webber	01-00486-0210	13 May 24			Motorcycles/ATV	Jun 25			CLOSED	
32226 108 th St	Christine Hager	01-0573-0110	29 May 24			Dog barking/at large	Jun 26			Spoke with dog owner. CLOSED	
28209 Lake Diann Rd	Phillip Stueve, Jr.	01-00408-0322	6 Jun 24			Junk/debris	Jun 25	Feb 18.			Reinspect week of Jan 6. Inspected Feb 17.
Top Natch Tree		01-00016-4300				Interim Use Permit	Jun 25			Site meeting held Dec 12.	Site conditions OK; Temporary barrier in place at fuel tanks, property owner to install permanent barrier Spring 2025.
13027 290 th Ave	Dylan Witt	01-00424-0220	25 Jun 24			Motorcycles/ATV				No response. No further action required. CLOSED	
30867 103 rd	Cory and Allison Deelstra	01-00553-0305	NA			Motorcycles/Track				No response. No further action required. CLOSED	
27934 133-1/2 St.	Nathanael & Anne & Lonnie Nelson	01-00406-0510	Jul 1			Dog at large, animal feces, garbage, public nuisance conditions				AN sent Jan 6.	Referred to Animal Control, SCSO. Reinspect after Mar 1.
13910 277 th Ave	Joseph & Barbara Spaude	01-00031-4300				Headwall in ROW				Step 1 sent Sep 13	
14215 278 th Ave	Glen Peterson & Wendy Beck	01-00545-0210				Headwall in ROW				Step 1 sent Sep 13	
31611 127 th St.	Timothy D. Olson	01-00418-0125	Aug 26			Junk/Debris/Outdoor storage		Feb 18		Step 1 sent Sep 13; AN sent Jan 6	Inspected Feb 17; Call from property owner.
30870 103 rd St	Adam & Amanda Jellison	01-00553-0225	Aug 20			Motor cycle track				Step 1 sent Sep 13 CLOSED	
28331 98-1/2 St.	Terease Kaiser	01-00407-0630	Jul 25			Use of RV for dwelling				AN sent Jan 6.	Met with property owner Feb 27 to discuss construction of a dwelling upon the property. Owner is residing with family off-site and agreed to not occupy the RV trailer as a dwelling.

Address	Owner	PID #	Complaint Date	Date(s) of Site Visit(s)	Site Photos Taken?	Ordinance Violation (if a complaint is not valid or no violation exists put NA)	Admin. Notice Issue Date	Admin. Citation Issue Date	Last Contact with Property Owner & By Whom	Comments And Overall Status	Action Plan
10636 305 th Ave	Morales Salas, David Elias	01-00014-1310	3 Sep 24			Fence construction				CLOSED	
11511 290 th St.	Rebecca Krause	01-00535-0130	21 Jan 25		Yes	Building Code/RV as dwelling	Feb 11				AN sent Feb 11.
14336 286 th Ave	Samantha Rockstroh	01-00404-0806	14 Jan 25		Yes	Inoperable vehicles, parking not on driveway, junk/debris					Step 1 letter sent Feb 14.
20107 116 th St.	Werten Heirmaier	01-00015-4402	28 Jan 25			Storage container					Step 1 letter sent Feb 14; Property owner responded, schedule meeting in March.

Jellyfish Graphics LLC
31340 125th St NW Princeton, MN 55371
(763) 390-1540

www.MyJellyfishGraphics.com



Quote 1197

SALES REP INFO
Dana Schpunto
danas@myjellyfishgraphics.com

QUOTE DATE
Wed, 02/05/2025
QUOTE EXPIRY DATE
Fri, 03/07/2025

TERMS
Due on receipt - Projects will not proceed until paid in full.

REQUESTED BY
Baldwin Fire Department

CONTACT INFO
Scott Case
fire.chief@baldwinmn.gov
(763) 350-0374

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Rigid Sign w/ Digitally Printed Graphics Height: 24 Inches Width: 240 Inches Dibond - 6mm White Briteline Duration X - IM3201X & IM3203X Briteline Shield UV Overlamine MATTE Labor - Rigid Sign w/ Digital Graphics	1	Each	\$400.00	\$400.00	N
	<u>Notes: BALDWIN CITY HALL-White Background with red letters and black shadow.</u>					
2	Rigid Sign w/ Digitally Printed Graphics This is for a 4'x20' sign. We can design it with or without the eagle if you would like. Height: 48 Inches Width: 240 Inches Dibond - 6mm White Briteline Duration X - IM3201X & IM3203X Briteline Shield UV Overlamine MATTE Labor - Rigid Sign w/ Digital Graphics	1	Each	\$800.00	\$800.00	N
	<u>Notes: BALDWIN FIRE DEPARTMENT-White background, red letters, black shadow</u>					

This handcrafted quote is based on the specific information you've given us and is valid for 30 days.

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

Need to make that changes?

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Subtotal: \$1,200.00
Sales Tax (7.375%): \$0.00
Total: \$1,200.00

Downpayment (100.0 %)

\$1,200.00

SIGNATURE:

DATE:

19:40

5G

< Inbox



electric sign & lighting inc.

11328 Zane Avenue North Champlin MN 55316-3462

763-421-9623 / 763-421-9561(fax)

electricsignandlightinginc@q.com

Quote

February 22, 2025

City of Baldwin
30239 – 128th St NW
Princeton MN 55371
Attn: Lance Soderholf
763-300-6052
Lancesoderholf@gmail.com

Dear Lance;

The cost to remove the existing signs and install 2 new signs. One sign "Baldwin Town Hall" and another sign "Baldwin Fire and Rescue" (up to 2 feet tall on each of the buildings would be \$4676.00.

Thanks,

Jake Humphrey
electric sign and lighting inc



New Message

Joan Heinen

From: Adam McAlister <Adam.McAlister@co.sherburne.mn.us>
Sent: Thursday, February 06, 2025 8:20 AM
To: Joan Heinen
Subject: FW: City of Baldwin AV Proposal

FYI

This is for Letch AV.

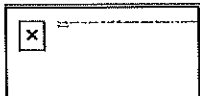
From: Earle, Amanda <amandae@lelchav.com>
Sent: Wednesday, February 5, 2025 3:32 PM
To: Adam McAlister <Adam.McAlister@co.sherburne.mn.us>
Subject: Re: City of Baldwin AV Proposal

Hey Adam,

Pricing is valid for 30 days after the proposal has been sent. Often, pricing does not change within a 90 day period but we cannot guarantee it as that depends on our vendors. Especially in today's age of potential tariffs.

Thank you!

Amanda Earle | Systems Designer
amandae@lelchav.com | O: 612.353.5087 | C: 952.737.7259
5600 Excelsior Blvd | Ste 201 | St Louis Park, MN 55416
www.lelchav.com



Check out our Technology Memberships for after-hours support!

On Wed, Feb 5, 2025 at 12:50 PM Adam McAlister <Adam.McAlister@co.sherburne.mn.us> wrote:

Hi Amanda,

The Baldwin City council reviewed the AV quote at the last meeting and wanted me to follow up and see how long the quoted cost is valid (I don't think I saw one listed on the quote).

Let me know if there are any changes or how long the proposals are typically valid.

Lifestyle Technologists™

Proposal

Created with care for City of Baldwin

Prepared by Amanda Earle

1/10/2025

Council Room System

Lelech



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Conference Room

Display Devices

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

Mounts and Racks

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

Audio System

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

Distributed Video

	1	AVPro Edge AVPro Edge AC-DA-12X2 48Gbps 1x2 HDMI Distribution Amplifier	\$299.99
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- 1 Tributaries
HDMI to HDMI Video Cable - 48 Series 2M

Conferencing



- 1 AVer
12X 4K PTZ live streaming camera
Featuring Auto Tracking \$2,499.99



- 1 Tributaries
Long-distance Active HDMI cable for in-wall wiring. 18 GBPS,
Requires Power at the Display end. \$506.00



- 1 Datavideo
Single stream H.264 video encoder and recorder with HD-SDI and HDMI inputs.
Records onto an SD card. Selectable bit-rate for streaming and recording. \$999.00

Networking



- 1 Netgear
8-port Gigabit Ethernet PoE+ Switch for AV \$951.54

Surge & Power



- 1 WattBox
12 Outlet Rack Mount IP Controllable Power Conditioner \$778.92



- 1 Wattbox
WattBox Rack Mountable Modular Faceplate Display - 800 Series \$249.92

Structured Wiring

Lelch

- 1 Special Order
Miscellaneous Equipment Needed for Install - Surface mount Wire moulding for
concealment \$200.00

Lelch

- 4 Lelch Audio Video
Pre Wire - Network \$120.00

Lelch

- 2 Lelch Audio Video
Pre Wire - Speaker \$94.00



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

Sales Tax:	\$0.00
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Total:	\$47,093.21
--------	-------------

City of Baldwin

Date: _____

Lelech, Inc

Date: _____



Joan Heinen

From: Adam McAlister <Adam.McAlister@co.sherburne.mn.us>
Sent: Thursday, February 06, 2025 1:02 PM
To: Joan Heinen
Subject: FW: Baldwin Proposal
Attachments: Baldwin Township - Adam - Council Chambers - 020625 rev3.pdf

EPA AV quote.

From: Nate Elam <Nate.Elam@epaaudio.com>
Sent: Thursday, February 6, 2025 12:47 PM
To: Adam McAlister <Adam.McAlister@co.sherburne.mn.us>
Subject: Baldwin Proposal

Hello Adam,

Here is the proposal for Baldwin. I don't see any price changes coming yet but at this point we are still going to say prices are good for 30 days.

Have a good day!

Thank you,

Nathan Elam
EPA Audio Visual Inc.
7910 State HWY 55
Rockford, MN 55373
O: 763-477-6931
C: 612-396-7866
www.epaaudio.com

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



PROJECT PROPOSAL

DATE: February 6, 2025

SUBJECT: Council Chambers rev3

CONTRACT: UNIVERSITY OF MINNESOTA #U140.7

Baldwin Township

30239 128th Street NW
Princeton, MN 55371

PROJECT ADDRESS:

Baldwin Township
30239 128th Street NW
Princeton, MN 55371

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

PREPARED BY:

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

Account Manager:
Nate Elam

Systems Engineer:
Matt Peterson

SUBJECT: Council Chambers rev3*Baldwin Township - Adam - Council Chambers - 020625 rev3*

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

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

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

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

***Revision 3, 02/06/2025: Updated Pricing*

Scope of Work

Council Chambers rev2:

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

Video:

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

Conferencing/Recording:

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

Audio:

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

Control:

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

Equipment Rack:

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

Notes:

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

System Implementation

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

Application Engineering:

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

Project Management:

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

Installation Labor:

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

Exclusions:

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

System Costs

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

Video Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Sony	FW-55BZ30L, 55" 4K/UHD HDR Pro Bravia Display 440 nit			Existing	Existing
1	Chief	LTM1U, Large Fusion Micro-Adjust Tilt Mount			Existing	Existing
1	Sony	FW-75BZ30L, 75" 4K/UHD HDR Pro Bravia Display 440 nit	2,570.00	17%	2,133.10	2,133.10
1	Chief	XTM1U, X-Large Fusion Micro-Adjust Tilt Mount	494.00	32%	335.92	335.92
1	Liberty	DL-HD14-H2, 18G 4K60 4:4:4 1x4 HDMI Splitter	193.00	32%	131.24	131.24
2	Crestron	HD-TXC-4KZ-101, DM Lite 4K60 HDMI CATx Tx & Control	430.00	40%	258.00	516.00
2	Crestron	HD-RXC-4KZ-101, DM Lite 4K60 HDMI CATx Rx & Control	430.00	40%	258.00	516.00
2	Liberty	HALO-HC01M, 3' High Speed 18G HDMI Cable	24.94	32%	16.96	33.92
2	Liberty	HALO-HC02M, 6' High Speed 18G HDMI Cable	28.94	32%	19.68	39.36
1	Liberty	INT-USB2-50CWP, USB 2.0 High Speed Client / Remote	166.94	32%	113.52	113.52
1	Liberty	Side Extender Wall Plate				
1	Liberty	INT-USB2-50H, USB 2.0 High Speed Host / Local Side	115.26	32%	78.38	78.38
1	Liberty	Extender				
1	Liberty	E-USBAB-3, 3' 2.0 USB-A to USB-B	3.52	32%	2.39	2.39

Conferencing Equipment:

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

Audio Equipment:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Crestron	AMP-X500, 2-Channel Power Amp 500W 4/8Ω or 70/100V	1,500.00	40%	900.00	900.00
1	Biamp	TesiraFORTÉ DAN VT, DSP: 12(AEC) in x 8 out w/Phone & SIP VoIP	5,170.00	39%	3,153.70	3,153.70
2	JBL	Control 25-1-WH, Compact Indoor/Outdoor Speaker (White)	242.13	29%	171.91	343.82
8	Shure	MXW8=-Z10, Desktop Base Transmitter (Requires Gooseneck)	910.00	28%	655.20	5,241.60
8	Shure	MX410LP/C, 10" Desktop Base Gooseneck Microphone w/LED	352.00	28%	253.44	2,027.52
1	Shure	MXWAPT8=-Z10, 8-CH Access Point Transceiver	5,334.00	28%	3,840.48	3,840.48
2	Shure	MXWNC58, 8-Port Networked Charging Station	2,780.00	28%	2,001.60	4,003.20

Media Control System:

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

Equipment Rack:

Qty	Brand	Model and Description	\$List	%Minus	\$Each	\$Extended
1	Middle Atlantic	BRK14, 14 Space Laminate Equipment Rack	320.00	36%	204.80	204.80
1	Middle Atlantic	PD-815R-PL, Rack Mount Electrical Strip (Standard Front)	210.00	36%	134.40	134.40
2	Middle Atlantic	UFA-8-F2, 1RU 8"D RackShelf w/2RU Faceplate	89.00	36%	56.96	113.92
1	Middle Atlantic	IEC-18, IEC Power Cord, 18" (Single)	23.00	36%	14.72	14.72
8	Middle Atlantic	VT1, 1 Space Vented Blank Panel	27.00	36%	17.28	138.24
4	Middle Atlantic	TW12, Velcro® Cable Strap (Qty: 12)	25.00	36%	16.00	64.00

Summary	\$Totals
Equipment Total:	29,841.60
Installation Materials:	1,200.00
Installation Labor/Project Management:	9,435.00
Custom Programming:	N/A
Design/Engineering:	833.00
Shipping:	1,495.00
Project Total:	42,804.60

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

Payment Schedule

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

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

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

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

Standard Warranty

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

Implementation Team

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

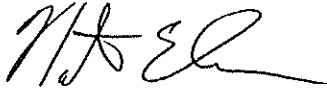
Matt Peterson, (763) 477-6931 will serve as **Project Engineer** and will oversee the various disciplines within the EPA team.

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

Summary

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

Sincerely,



Nathan Elam
Regional Sales Manager
EPA Audio Visual, Inc.

Customer or Authorized Representative:

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

Signature

Print Name

Title

Date

Project Total: \$42,804.60

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

Baldwin Township - Adam - Council Chambers - 020625 rev3

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- Copyright pertains to equipment list, design, function, drawings, graphics, overlays, programming, layouts etc. related to this proposal.
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- If extra copies of the document or drawings are necessary, a written request can be made to EPA Audio Visual, Inc.

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 ~~northern most 700 feet of 136th Street located within the City of Baldwin and that portion of 136th adjacent to PID No. 90-00005-2200 Street north of County Road 42~~ (herein referred to as "136th Street") is consistent with existing City policies and permits.

Formatted: Superscript

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 3rd day of March 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 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 northern most 700 feet of 136th Street located within the City of Baldwin and adjacent to PID No. 90-00005-2200 (herein referred to as "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

DATE OF LAST REVISIONS ~~11/28/2011~~ 12/12/25

CITY OF BALDWIN TOWNSHIP
PERSONNEL POLICY

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CITY OF BALDWIN TOWNSHIP
30289 128TH STREET 128TH ST. N.W.
P.O. BOX 25
PRINCETON, MN - 55371
(763) 389-8921

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ADOPTED BY THE BALDWIN TOWN BOARD**CITY COUNCIL**
(DATE) _____

INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the ~~Township~~City of Baldwin. They should not be construed as contract terms. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the ~~Township~~City. These policies supersede all previous personnel policies.

Except as otherwise prohibited by law, the ~~Township~~City of Baldwin has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Scope

These policies apply to all employees of the ~~Township~~City. Except where specifically noted, these policies do not apply to:

1. Elected Officials;
2. ~~Township~~City Attorney;
3. Members of ~~Township~~Board ~~Boards~~City Council, Commissions and Committees;
4. Consultants and Contractors;
5. Volunteers, except as specifically noted for paid per-call-firefighters.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules applicable to the ~~Township~~City, the union agreement or civil service rules will prevail. Any policy or portion thereof, that does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the ~~Town~~BoardCity Council, for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

EEO Policy Statement

The ~~Township~~City of Baldwin is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The ~~Township~~City of Baldwin will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, or membership on a local human rights commission.

Data Practices Advisory

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Employee records are maintained in a location designated by the Town BoardCity Council. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

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Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

News Releases

Formal news releases concerning municipal affairs are the responsibility of the Town BoardCity Council. All media interviews must be approved by the Town BoardCity Council before the interview. All contacts with the media should be reported to the Town BoardCity Council as soon as practicable.

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No TownshipCity employee is authorized to speak on behalf of the TownshipCity without prior authorization from the Town BoardCity Council or his/her designee.

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All news releases concerning TownshipCity personnel will be the responsibility of the Town BoardCity Council.

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TOWNSHIPWIDECITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a TownshipCity Employee

In accepting TownshipCity employment, employees become representatives of the TownshipCity and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Baldwin. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a TownshipCity employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

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The following are job requirements for every position at the TownshipCity of Baldwin. All employees are expected to:

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- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

Attendance & Absence

The operations and standards of service in the TownshipCity of Baldwin require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every TownshipCity position.

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Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The TownshipCity may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the TownshipCity from administering discipline for unexcused absences of less than three (3) days.

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Access to and Use of TownshipCity Property

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other TownshipCity-owned equipment must register his/her name and the serial number (if applicable)

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or identifying information about the equipment with his/her supervisor. All such equipment must be turned in and accounted for by any employee leaving employment with the TownshipCity in order to resign in good standing.

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Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the TownshipCity is prohibited unless authorized by the Town-BoardCity Council. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

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Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry or other items that could present a safety hazard are not acceptable in the workplace.

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Conflict of Interest

TownshipCity employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest. If an employee has any question about whether such a conflict exists, he/she should consult with the Town-BoardCity Council.

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Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

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Personal Telephone Calls

Personal telephone calls are to be made or received only when truly necessary. They are not to interfere with TownshipCity work and are to be completed as quickly as possible. Any personal long distance call costs will be paid for by the employee. Please refer to the Cell Phone policy for information on use of cellular phones.

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Political Activity

TownshipCity employees have the right to express their views and to pursue legitimate involvement in the political system. However, no TownshipCity employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the TownshipCity to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

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Smoking

All TownshipCity buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or other substances or use smokeless tobacco while in a TownshipCity facility or vehicle.

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Smoking of any kind, including pipes, cigars, and cigarettes, and the use of chewing tobacco is prohibited for employees while on duty. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

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DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours:

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage

Benefit Earning Employees

Employees who are eligible for at least a pro-rated portion of Township/City provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

Core Hours

To ensure employee availability and accountability to the public the Township serves, all full-time employees (exempt and non-exempt) are to report work during the hours of 7:30 a.m. to 3:30 p.m., Monday through Friday unless away from the workplace for a work-related activity or on approved leave. Fire and public works employees do not have core hours and work the schedules shall be established by their supervisors.

Demotion

Demotion

The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Direct Deposit

Township/City where the maximum salary for the new position is lower than that of the employee's former position.

Direct Deposit

As permitted by state law Pursuant to Minn. Stat. § 471.426 and any other relevant statute, the City of Baldwin requires all Township employees who are being paid by the City's payroll system to participate/enroll in direct deposit.

Employee

An individual who has successfully completed all stages of the selection process including the training period

Exempt Employee

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Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act

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FICA (Federal Insurance Contributions Act)

FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2% for Social Security and 1.45% for Medicare. The ~~Township~~City contributes a matching 7.65% on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., sheriff officers).

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Fiscal Year

The period from January 1 to December 31

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Full-time Employee

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position

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Hours of Operation

The Township's City's regular hours of operation are Monday through Thursday, from 8:30 a.m. to 2:30 p.m.

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Management Employee

An employee who is responsible for managing a department or division of the Township City

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Non-exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

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Part-time Employee

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position

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Pay Period

A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Monday through 11:59 p.m. on Sunday, fourteen (14) days later

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PERA (Public Employees Retirement Association)

Statewide pension program in which all Township City employees meeting program requirements must participate in accordance with Minnesota law. The Township City and the employee each contribute to the employee's retirement account.

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Promotion

Movement of an employee from one job class to another within the Township City, where the maximum salary for the new position is higher than that of the employee's former position

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Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities

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Seasonal Employee

Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

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Service Credit

Time worked for the Township City. An employee begins earning service credit on the first day worked for the Township City. Some forms of leave will create a break in service.

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Temporary Employee

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

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Training Period

A six-month period at the start of employment with the Township City, (or at the beginning of a promotion, reassignment or transfer) that is designated as a period within which to learn the job. The training period is the last part of the selection process.

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Transfer

Movement of an employee from one Township City position to another of equivalent pay

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Workweek

A workweek is seven consecutive 24-hour periods. For most employees the workweek will run from Monday through the following Sunday. With the approval of the Township City Council, departments may establish a different workweek based on coverage and service delivery needs (e.g., sheriff department, fire department, park and recreation department).

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EMPLOYEE RECRUITMENT & SELECTION

Scope

The Town Board/City Council or a designee will manage the hiring process for positions within the Township/City. While the hiring process may be coordinated by staff, the Town Board/City Council is responsible for the final hiring decision and must approve all hires to Township/City employment. All hires will be made according to merit and fitness related to the position being filled.

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Features of the Recruitment System

The Town Board/City Council or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

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Application for employment will generally be made on application forms provided by the Township/City. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the Town Board/City Council or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. The deadline for application may be extended by the Town Board/City Council.

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Position vacancies may be filled on an "acting" basis as needed. The Town Board/City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the Town Board/City Council.

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Testing and Examinations

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam.

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Internal recruitments will be open to any Township/City employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the Township/City.

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The Town Board/City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

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Pre-Employment Medical Exams

The Town Board/City Council or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any Township/City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

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When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the ~~Township~~City, with the cost of the exam paid by the ~~Township~~City. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist.) The physician will notify the ~~Town Board~~City Council or designee that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the ~~Town Board~~City Council or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

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If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

Selection Process

The selection process will be a cooperative effort between the ~~Town Board~~City Council or designee and the hiring supervisor, subject to final hiring approval of the ~~Town Board~~City Council. Any, all or none of the candidates may be interviewed.

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The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final ~~Town Board~~City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to ~~Town Board~~City Council approval.

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Veteran's Preference in Hiring

City of Baldwin is committed to abiding by the requirements of the Minnesota Veteran's Preference Law under Minnesota Statutes, Chapter 197. The City will give preferential treatment in hiring decisions to qualified veterans, as required by law, and will ensure that veterans are given full consideration in accordance with their qualifications, experience, and military service.

When two or more applicants are considered equally qualified for a position, veterans will be given preferential ranking in the hiring process, provided they meet the qualifications of the position.

To receive veteran's preference, an applicant must submit appropriate documentation of military service (such as a DD-214 form or other discharge papers) to the City at the time of application. For spouses of disabled or deceased veterans, documentation of the veteran's disability or death must also be provided.

City of Baldwin will not discriminate against veterans or their families in any aspect of employment. All applicants, including veterans, will be evaluated based on their qualifications, experience, and ability to perform the essential functions of the job.

The City will maintain records related to the veteran's preference process for all applicable hires. Any applicant who believes they were not afforded the proper veteran's preference can file a complaint with the City's clerk or with the Minnesota Department of Veterans Affairs. The City utilizes the 100-point interview scale in compliance with the requirements of Minnesota's veteran's preference laws.

Background Checks

All finalists for employment with the TownshipCity will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the Town BoardCity Council will determine the level of background check to be conducted based on the position being filled.

Training Period

The training period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions and rehires. Training periods are six months in duration.

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ORGANIZATION

Job Descriptions

The ~~Township~~City will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the ~~Town Board~~City Council prior to the position being filled.

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A job description is prepared for each position within the ~~Township~~City. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or nonexempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all ~~Township~~City positions.

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Prior to posting a vacant position the existing job description is reviewed by the ~~Town Board~~City Council or designee and the hiring supervisor to ensure that the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

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A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the ~~Town Board~~City Council.

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Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the ~~Town Board~~City Council.

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Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the ~~Town Board~~City Council.

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Layoff

~~The Town Board will maintain a seniority list. In the event that it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will may be terminated from employment with the TownshipCity before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the Town Board, subject to approval of the Town Board. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoff. City Council, subject to approval of the City Council. The City Council may eliminate an employment position (i.e. a job with a specific job description) at any time as it may deem necessary, regardless of who may occupy that position at the time of its elimination. All layoffs shall comply with the Veteran's Preference Act, where applicable.~~

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HOURS OF WORK

Work Hours

Work schedules for employees will be established by supervisors with the approval of the ~~Town Board~~City Council. The regular work week for office employees is five 8-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the ~~Town Board~~City Council in accordance with the customs and needs of the individual departments. Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the ~~Town Board~~City Council of the hours and days worked.

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Core Hours

To ensure employee availability and accountability to the public the City serves, all full-time employees (exempt and non-exempt) are to be at work during the hours of 7:30 a.m. to 3:30 p.m., Monday through Friday unless away from the work site for a work-related activity or on approved leave. To ensure employee availability and accountability to the public the Township serves, all full-time employees (exempt and non-exempt) are to be at work during the hours of 7:30 a.m. to 3:30 p.m., Monday through Friday unless away from the work site for a work-related activity or on approved leave.

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Meal Breaks and Rest Periods

A paid fifteen (15) minute paid break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks.

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Employees working in ~~Township~~City buildings will normally take their break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their break at the location of their work. Employees whose duties involve traveling throughout the ~~Township~~City may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break. Exceptions must be approved by the supervisor or ~~Town Board~~City Council.

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Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the ~~Town Board~~City Council, on the use of meal breaks and rest periods.

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Adverse Weather Conditions

~~Township~~City facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued vacation time or compensatory time or ESST time; or with supervisor approval may modify the work schedule or make other reasonable schedule adjustments.

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Public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the ~~Town Board~~City Council.

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COMPENSATION

Full-time and part-time employees of the TownshipCity will be compensated according to schedules adopted by the Town BoardCity Council. Unless approved by the Town BoardCity Council, employees will not receive any amount from the TownshipCity in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

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Compensation for seasonal and temporary employees will be set by the Town BoardCity Council at the time of hire, or on an annual basis.

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Minimum Wage

The City of Baldwin is committed to complying with all applicable state and federal wage and hour laws. As of January 1, 2025, Minnesota, the Minnesota minimum wage rates are \$11.13 per hour. The City of Baldwin will comply with the Minnesota minimum wage rate set by the Legislature in any given year.

Paychecks

Paychecks are issued every two weeks. Distribution of paychecks to TownshipCity employees is to be accomplished in a timely manner using accurate, consistent procedures. When paydays fall on a holiday, checks are normally issued the day before the holiday.

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Paychecks will not be given to anyone other than the person for whom they were prepared, unless the person has a note signed by the employee authorizing the TownshipCity to give the other person the check. Checks will be given to the spouse, or another appropriate immediate family member, in the case of a deceased employee.

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Employees are responsible for notifying Baldwin of any change in status including changes in address, phone number, names of beneficiaries, marital status, etc.

Direct Deposit

As provided for in Minnesota law, all employees have who are bring paid by the optionCity's payroll system are required to participate in direct deposit. Employees are responsible for notifying the Town BoardCity Council of any change in status including changes in banking information, address, phone number, names of beneficiaries, marital status, etc.

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Time Reporting

Full-time, non-exempt employees are expected to work 40 hours per workweek and will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis. Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

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Overtime / Compensatory Time

The TownshipCity of Baldwin has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The Town BoardCity Council will determine whether each employee is designated as "exempt" or "non-exempt" from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

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Non-Exempt (Overtime-eligible) Employees:

All overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Vacation, sick leave (including ESOP leave) and paid holidays do not count toward "hours worked". Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

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The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time and one-half on the next regularly scheduled payroll date, unless the employee indicates on his/her timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment.

The maximum compensatory time accumulation for any employee is 40 hours per year. Once an employee has earned 40 hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. All further overtime will be paid. Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves TownshipCity employment at the hourly pay rate the employee is earning at that the time of termination of employment.

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Exempt (non-overtime-eligible) Employees:

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

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Exempt employees are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The TownshipCity of Baldwin will only make deductions from the weekly salary of an exempt employee in the following situations:

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- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident;
- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full workweek, and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the TownshipCity, in which the employee does not work a full week. In this case, the TownshipCity will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness or injury, but:
 - Paid leave has not been requested or has been denied;
 - Paid leave is exhausted;
 - The employee has specifically requested unpaid leave;
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA, if qualified.
- The TownshipCity of Baldwin may, for budgetary reasons, may implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

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The TownshipCity of Baldwin will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the TownshipCity any amounts received by the employee as jury fees or witness fees.

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If the TownshipCity inadvertently makes an improper deduction to the weekly salary of an exempt employee, the TownshipCity will reimburse the employee and make appropriate changes to comply in the future.

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All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

Leave Policy for Exempt Employees

Management employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for

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management staff are Monday through Friday, 8 a.m. to 5 p.m., plus evening meetings as necessary.

Management employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day.

Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal 8 a.m. to 5 p.m. Monday through Friday requirement. Management employees must communicate their absence to the ~~Town Board~~City Council or his/her designee.

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If one of the above employees regularly absents themselves from work under this policy and it is found that there is excessive time away from work which is not justified, the situation will be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the ~~Township~~City. Additional notification and approval requirements may be adopted by the ~~Town Board~~City Council for specific situations as determined necessary.

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All exempt positions, whether ~~or not~~ management or not, may require work beyond forty (40) hours per week. In recognition for working extra hours, these employees may take some time off during their normal working hours with supervisory approval. The time off for extra hours will not be on a one-for-one basis.

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PERFORMANCE REVIEWS

An objective performance review system will be established by the ~~Town Board~~City Council or designee for the purpose of periodically evaluating the performance of ~~Township~~City employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

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Performance reviews will be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written response which will be attached to the performance review.

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Performance reviews are to be scheduled on a regular basis, at least annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training period, informal performance meetings should occur frequently between the supervisor and the employee.

Signing of the performance review document by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

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BENEFITS

Health, Dental, Life Insurance

The ~~Township~~City will contribute a monthly amount toward group health, dental and life insurance benefits for each eligible employee and his/her dependents. The amount to be contributed and the type of coverage will be determined annually by the ~~Town Board~~City Council.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact ~~City of Baldwin Township~~.

Retirement

The ~~Township~~City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The ~~Township~~City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each ~~pay check~~paycheck for Social Security and Medicare (the ~~Township~~City matches the employee's social security and Medicare withholding).

For information about PERA eligibility and contribution requirements contact ~~Baldwin Township~~City of Baldwin. Employees may also contact PERA directly for more information about their individual retirement plans.

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HOLIDAYS

The TownshipCity observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
<u>Martin Luther King Jr. Day</u>	<u>Presidents Day</u>
<u>Veterans Day</u>	<u>Memorial Day</u>
<u>Thanksgiving Day</u>	<u>Day After Thanksgiving Day</u>
<u>Independence Day</u>	<u>Christmas Day</u>
<u>Juneteenth</u>	

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for TownshipCity operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Any employee on a leave of absence without pay from the TownshipCity is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees wanting to observe holidays other than those officially observed by the TownshipCity may request either vacation leave or unpaid leave for such time off.

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LEAVES

Depending upon an employee's situation, more than one form of leave may apply during the same period of time. An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

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Except as otherwise stated, all paid time off, taken under any of the Township's City's leave programs, must be taken consecutively, with no intervening unpaid leave. The Township/City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

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Personal Time Off (PTO)

Personal time off leave is authorized absence from work with pay, granted to qualified full-time and part-time employees. Personal time off leave is a privilege, not a right. Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Personal time off leave does not accrue during an unpaid leave of absence.

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- Full-time employees will earn 24 hours per year of personal time off.
- Personal time off leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

Personal time off leave may be used as follows:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the workplace could endanger the health of others.
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental or other care provider appointment.
- To care for an ill spouse, father, mother, sister or brother.

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After accrued personal time off leave has been exhausted, vacation leave may be used upon approval of the Town Board/City Council, to the extent the employee is entitled to such leave.

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To be eligible for personal time off leave pay, the employee will:

- Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the ~~work day~~workday, for each and every day absent;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

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After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Personal time off leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The ~~Township~~City has the right to obtain a second medical opinion to determine the validity of an employee's worker's compensation or personal time off leave claim, or to obtain information required by the ~~Township~~City.

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Any employee who makes a false claim for personal time off leave will be subject to discipline up to and including termination.

Employees must normally use personal time off leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave, except where Parenting Leave under Minnesota law and the medical leave overlap.

Personal time off leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the ~~Town Board~~City Council.

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Personal time off leave cannot be transferred from one employee to another. Earned personal time off leave has no cash value upon termination or retirement.

Vacation Leave

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Vacation Leave Schedule

Years of Service	Annual Accrual
1 Year	5 Days
5 Years	10 Days
10 Years	15 Days
15 Years +	15 Days + 1 additional day per year to a maximum of 25 days

Eligibility

Full-time employees will earn vacation leave in accordance with the above schedule.

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Accrual Rate

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the TownshipCity (including authorized unpaid leave). Employees who are rehired after terminating TownshipCity employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

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Earnings and Use

After six months one year of service, vacation leave may be used as it is earned, subject to approval by the employee's supervisor. Vacation shall accrue on the first day of each month at the annual rate prorated through the most recent month of qualified employment.

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An employee will not earn any vacation leave for any pay period unless he/she is employed by the TownshipCity on the last scheduled work dayworkday of the pay period.

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Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor or Town BoardCity Council. Vacation can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

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Employees may accrue vacation leave up to a maximum of one-and-a-half (1-1/2) times the employee's annual accrual rate. No vacation will be allowed to accrue in excess of more than this amount without the approval of the Town BoardCity Council. Accrued but unused vacation leave cannot be converted into cash payments except at termination.

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Employees leaving TownshipCity employment in good standing will be compensated at their current regular rate of pay for all hours of vacation accrued and unused as of the date of separation.

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EARNED SICK AND SAFE TIME (ESST)

In accordance with the Minnesota Earned Sick and Safe Time (ESST) law, the Town of Baldwin provides eligible employees with paid sick and safe time to allow for time away from work due to illness, injury, domestic abuse, or certain other qualifying reasons listed in Minn. Stat. § 181.9447.

Eligibility

This policy applies to all employees of the Town of Baldwin who are expected to work at least 80 hours within a 12 month period set to begin annually on January 1st of any given year and end December 31st of any given year. Temporary, seasonal, and part-time employees are also eligible, provided they meet the expected hours worked requirement. ESST requirements don't apply to volunteer or paid on-call firefighters, volunteer ambulance attendants, paid-on-call ambulance service personnel, elected officials, individuals appointed to fill vacancies in elected offices.

Accrual

Employees earn 1 hour of paid sick and safe time for every 30 hours worked. Employees may accrue up to 48 hours of sick and safe time per year. Unused sick and safe time will carry over to the following year, but employees may not accumulate more than 80 hours of sick and safe time in total. Once the maximum accrual is reached, further accrual will pause until some hours are used.

Notice and Documentation

Employees are encouraged to notify their supervisor as soon as possible when they anticipate needing to use sick and safe time. For unplanned absences, notice should be given as soon as reasonably possible.

For absences exceeding three consecutive workdays, the Town may request reasonable documentation to verify the need for sick and safe time.

If the absence is due to a family member's illness or other qualifying event, the Town may request the employee to provide verification of the family relationship and the need for leave.

Pay for Sick and Safe Time

Employees will be paid at their regular rate of pay for any hours used for sick and safe time. Overtime or premium pay is not included in sick and safe time pay. Employees will not face retaliation or discrimination for using sick and safe time as provided by this policy. Retaliatory actions are prohibited under Minnesota law.

Upon termination, resignation, or other separation from employment with the Town of Baldwin, employees will not be paid for unused sick and safe time, nor will unused hours be paid out at the time of departure. However, if an employee returns to work for the Town of Baldwin within 180 days of separation, previously accrued sick and safe time may be reinstated.

Funeral Leave

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance.

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The actual amount of time off, and funeral leave approved, will be determined by the supervisor or Town Board/City Council depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

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Military Leave

State and federal laws provide protections and benefits to Township/City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the

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employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the Township/City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

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Where possible, notice is to be provided to the Township/City at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time prior to the unpaid leave of absence.

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Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

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Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

Jury Duty

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the Township/City to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

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Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so the Township/City will be able to determine the amount of compensation due for the period involved.

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Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

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Court Appearances

Employees will be paid their regular wage to testify in court for TownshipCity-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with TownshipCity employment, minus mileage reimbursement, must be turned over to the TownshipCity.

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Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

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If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Parenting Leave (state law requirement for cities with 21 or more employees)

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six weeks and must begin within six (6) weeks after the birth or adoption of the child.

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Employees are not required to use sick leave during Parenting Leave but may use sick leave at their option for any period of this leave for which they are unable to work due to medical reasons.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the six (6) week Parenting Leave.

Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the Town BoardCity Council.

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Victim or Witness Leave

An employee who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case. Such time off to attend court shall be paid if the TownshipCity is a party to the case. If the TownshipCity is not a party to the case, the Town BoardCity Council may, but shall not be required to, provide for payment of such time off if the testimony is related to TownshipCity business.

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Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the ~~Township~~City, at least ten (10) days written notice.

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All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the morning of election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Regular Leave without Pay

The ~~Town Board~~City Council may, in its discretion, authorize leave without pay for a period of time, to a maximum of one (1) year.

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Normally employee benefits will not be earned by an employee while on leave without pay. However, the ~~Township's~~City's contribution toward health, dental and life insurance may be continued, if approved by the ~~Town Board~~City Council, for leaves of up to ninety (90) days when the leave is for medical reasons.

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If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave on a prorated basis based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. (An employee absent for Parenting Leave is not required to use sick leave.) Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the ~~Township~~City.

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Employees returning from a leave without pay for a reason other than a qualified Parenting Leave, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the ~~Town Board~~City Council, subject to approval of the ~~Town Board~~City Council.

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Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated

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by the ~~Town Board~~City Council on a case-by-case basis. This policy does not guarantee assignment to light duty.

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Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the ~~Town Board~~City Council. The ~~Town Board~~City Council reserves the right to determine when and if light duty work will be assigned.

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When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the ~~Township~~City's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the ~~Town Board~~City Council.

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The ~~Township~~City may require a medical exam conducted by a physician selected by the ~~Township~~City to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

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It is at the discretion of the ~~Town Board~~City Council whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

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If the ~~Township~~City offers a light duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he/she refuses such work. The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

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Paid Family and Medical Leave

As of January 1, 2026, Minnesota will offer paid family and medical leave benefits. This program will allow eligible employees to take paid leave for an employee's own serious health condition, caring for a family member with a serious health condition, bonding with a new child, and addressing certain needs related to domestic violence, sexual assault, or stalking.

The City of Baldwin will comply with the Paid Family and Medical Leave Act when it takes effect. Until then, the City will continue to offer unpaid family and medical leave in accordance with the Family and Medical Leave Act (FMLA), if applicable. Employees and the City will contribute to the Paid Family and Medical Leave fund through payroll deductions starting in 2026.

[NOTE FOR CITY: Starting in January 2026, employers will contribute a minimum of 50 percent of the total premium, though they may choose to pay up to 100 percent of the premium. Employers will be able to deduct the remainder from employee pay up to a maximum 50 percent of the premium.]

SEXUAL HARASSMENT PREVENTION

General

The ~~Township~~City of Baldwin is committed to creating and maintaining a work-placeworkplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act.

In keeping with this commitment, the ~~Township~~City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees sensitive to the matter of sexual harassment, to express the ~~Township's~~City's strong disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute § 363A.03, subdivision 43, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

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- submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations or public services, education, or housing; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education, or housing; or
- that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, public services, educational, or housing environment.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome and repeated action of an individual against another individual, using sexual overtones as a means of creating stress.

Expectations

The ~~Township~~City of Baldwin recognizes the need to educate its employees on the subject of about sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

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Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. Immediate Supervisor
2. ~~Town Board;~~
2. ~~Town Board~~City Council;
3. City Council member

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In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps:

1. Make it clear to the harasser that the conduct is unwelcome and document that conversation;
2. Document the occurrences of harassment;
3. Submit the documented complaints to your supervisor, ~~Town Board~~City Council, or any member of the ~~Town Board~~City Council. Employees are strongly encouraged to put the complaint in writing.

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4. Document any further harassment or reprisals that occur after the initial complaint is made.

The ~~Township~~City, urges that conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate.

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Management has the obligation to provide an environment free of sexual harassment. The ~~Township~~City is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

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The ~~Township~~City will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them, particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

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Any employee who makes a false complaint or provides false information during an investigation may be subject to disciplinary action, up to and including termination.

Retaliation

The ~~Township~~City of Baldwin will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

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RESPECTFUL WORKPLACE POLICY (Includes sexual harassment prevention)

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The TownshipCity acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

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Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all TownshipCity personnel including regular and temporary employees, volunteers, firefighters, and Town-BoardCity Council members.

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Abusive Customer Behavior

While the TownshipCity has a strong commitment to customer service, the TownshipCity does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

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If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

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Violent behavior includes the use of physical force, harassment, or intimidation.

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Discriminatory behavior includes inappropriate remarks about, or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

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Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account considering the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the TownshipCity, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the Town-BoardCity Council.

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Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations or public services, education, or housing; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education, or housing; or
- that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, public services, educational, or housing environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see attached definitions) is prohibited on Township property, in Township vehicles, or in any personal vehicle, which is being used for Township business. This policy applies to all Township employees, including those with valid permits to carry firearms.

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The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on Township property.
- A person who is showing or transferring the weapon or firearm to a sheriff officer as part of an investigation.

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- ~~Sheriff officers and employees who are in possession of a weapon or firearm in the scope of their official duties.~~

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Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

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Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or ~~Town Board~~City Council. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

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Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, ~~Town Board~~City Council or Sheriff Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the ~~Town Board~~City Council.

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Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the ~~Town Board~~City Council.

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Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

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In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the ~~Town Board~~City Council, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

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Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the ~~Town Board~~City Council about the allegations.

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Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the ~~Town Board~~City Council, who will assume the responsibility for investigation and discipline.

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If the ~~Town Board~~City Council is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the ~~Township~~City Attorney who will confer with the ~~Town Board~~City Council regarding appropriate investigation and action.

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If a ~~Town Board~~City Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving ~~Township~~City personnel, the report will be made to the ~~Town Board~~City Council and referred to the ~~Township~~City Attorney who will undertake the necessary investigation. The ~~Township~~City Attorney will report his/her findings to the ~~Town Board~~City Council, which will take the action it deems appropriate.

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Pending completion of the investigation, the ~~Town Board~~City Council may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

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Retaliation

Consistent with the terms of applicable statutes and TownshipCity personnel policies the TownshipCity may discipline any individual who retaliates against any person who reports alleged violations of this policy. The TownshipCity may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

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Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see attached definitions) is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This policy applies to all City employees, including those with valid permits to carry firearms.

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The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a sheriff officer as part of an investigation.
- Sheriff officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

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SEPARATION FROM SERVICE

Resignations

Employees wishing to leave the TownshipCity service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar daysdays' notice. The written resignation must state the effective date of the employee's resignation.

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Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the Township.

Severance Pay

Employees who leave the employ of the Township in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation (annual leave).

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Vacation Pay

Upon resignation or termination of an employee, all accrued but unused vacation time shall be paid to the employee at the most recent pay rate.

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DISCIPLINE

General Policy

Supervisors are responsible for maintaining compliance with TownshipCity standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the TownshipCity of Baldwin. TownshipCity employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable TownshipCity policies.

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Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the TownshipCity personnel policies. The supervisor and/or the Town-BoardCity Council will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

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No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

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Process

The TownshipCity may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any TownshipCity employee has a property right to the job he/she performs.

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Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors ~~have the ability to can~~ issue oral reprimands without prior approval.

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Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the Town-BoardCity Council.

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A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The ~~Town Board~~City Council may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the ~~Town Board~~City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

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The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of several factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

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Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the ~~Town Board~~City Council determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The ~~Town Board~~City Council must approve this action.

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If the disciplinary action involves the demotion of a qualified veteran, the appropriate hearing notice will be provided if required by law and all rights will be afforded the veteran in accordance with Minnesota law.

Salary

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

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Dismissal

The ~~Town Board~~City Council may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with ~~Township~~City standards.

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If the disciplinary action involves the removal of a qualified veteran, the appropriate Veteran's Preference hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota ~~law~~ Statutes §§ 197.447 to 197.481.

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GRIEVANCE PROCEDURE

Any dispute between an employee and the Township/City, relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

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Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days. If there is no immediate supervisor, Step 1 shall be skipped and the aggrieved employee shall follow the process set out in Step 2.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the Township/City Council within seven (7) days after the supervisor's response is due or within twenty-one (21) days after the alleged violation or dispute has occurred if there is no immediate supervisor. The Township/City Council or his/her designee will respond to the employee in writing within thirty (30) calendar days. The decision of the Township/City Council is final.

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Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled based on the basis of the Township's/City's last answer. If the Township/City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Township/City and the employee without prejudice to either party.

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The following actions are not grievable:

1. Performance evaluations;
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

EMPLOYEE EDUCATION & TRAINING

The ~~Township~~City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

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Policy

The ~~Township~~City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

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Job-Related Training & Conferences

The Attendance at professional meetings costing the ~~City~~, and the subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

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Continuing education or similar courses taken by an employee ~~in order~~ to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the ~~Township~~City.

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The supervisor and the ~~Town Board~~City Council are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

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Job-Related Meetings

Attendance at professional meetings costing ~~City of Baldwin Township~~, and directly related to the performance of the employee's work responsibilities, require the approval of the ~~Town Board~~City Council. Advance supervisor approval is also required to ensure adequate department coverage.

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Request for Participation in Training & Conferences

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the ~~Township~~City.

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Requests must be approved by the employee's supervisor and the ~~Town Board~~City Council. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

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Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

Out of State Travel

Attendance at training or conferences out of state may be approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the Town-BoardCity Council. Approval of such travel shall be in the discretion of the Town-BoardCity Council.

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Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

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Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a TownshipCity employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the TownshipCity will not reimburse employees for meals connected with training or meetings within TownshipCity limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

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Employees who find it necessary to use their private automobiles for TownshipCity travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the Town-BoardCity Council, not to exceed the allowable IRS rate.

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Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Meal expenses of up to \$20.00 per day will be allowed, provided the employee provides the TownshipCity with appropriate receipts for such meals.

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A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

Tuition Reimbursement

To be considered for tuition reimbursement the employee must be in good standing and have been employed by the TownshipCity for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the Town-BoardCity Council, with final approval/disapproval provided by the Town-BoardCity Council in its discretion.

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Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not); OR

- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

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DRUG FREE WORKPLACE

In accordance with Federal Law, the ~~Township~~City of Baldwin has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the ~~Township's~~City's intent and obligation to provide a drug-free, safe and secure work environment.
- B. The unlawful manufacture, distribution, possession, or use of a controlled substance on ~~Township~~City property or while conducting ~~Township~~City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- C. The ~~Township~~City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting ~~Township~~City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

E.

In accordance with State Law, the City of Baldwin may request or require a job applicant to undergo drug and alcohol testing provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that same position.

F. No employee may be impaired by alcohol, cannabis, THC, or any illegal drug when at work, nor may an employee ingest any of these substances while at work.

DRUG AND ALCOHOL TESTING POLICY

As part of its continuing effort to protect the health, safety and security of its employees and the public it serves, ~~City of Baldwin~~Township has adopted a drug and alcohol testing policy in accordance with Minnesota law, as follows:

A. The use, sale, possession or transfer of drugs or alcohol are strictly prohibited by all employees and job applicants on the premises of City of Baldwin Township, and at all times while TownshipCity property is in use.

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B. All employees and job applicants are subject to urinalysis testing for the presence of drugs and alcohol, in accordance with this policy.

C. Job applicants will be tested after an offer of employment has been made, in each case, contingent upon the applicant's successful completion of the testing, and after the applicant has reviewed and completed the Pre-Testing Acknowledgment form which will be supplied by the TownshipCity.

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D. Any City of Baldwin Township employee occupying a position in which, in the opinion of the TownshipCity Board, an impairment caused by drug or alcohol usage would threaten the health or safety of any other person, will be subject to testing on a random selection basis at the discretion of the TownshipCity Board.

E. All other City of Baldwin Township employees will be subject to testing when there is a reasonable suspicion that:

1. They are under the influence of drugs or alcohol; or
2. They have violated the policy set forth in Paragraph 1 above; or
3. They have sustained a personal injury, or they have caused another employee to sustain a personal injury; or
4. They have caused a work-related accident, or were operating or helping to operate any machinery, equipment or vehicle involved in a work-related accident.

F. City of Baldwin Township employees may be required to submit to testing on a random basis.

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G. Any employee or job applicant may refuse to submit to testing to be conducted pursuant to this policy, but refusal will result in the following consequences:

1. As to any job applicant: the TownshipCity Board will immediately withdraw the pending job offer;
2. As to any employee: the TownshipCity Board will discipline or terminate employment, at the sole discretion of the TownshipCity Board.

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H. All testing will be conducted in accordance with the following procedures:

1. Each person to be tested will complete, sign and date a Pre-Testing Acknowledgment form supplied by the TownshipCity, attached to this policy as Exhibit 1.
2. Each test will be conducted by a laboratory which is authorized by law to conduct such tests, and which confirms to City of Baldwin Township that its procedures are in accordance with Minnesota law.

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3. All samples which test "positive" on an initial screening test will be subjected to a confirmatory retest by the laboratory before the results are reported to the employee or job applicant.

4. Results will be reported to each employee and job applicant, in writing and on a form attached to this policy as Exhibit 2, within three (3) working days of the receipt of the results by the TownshipCity.

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5. Any employee or job applicant may submit additional information for the purpose of explaining such test results, or may request a confirmatory retest at his/her own expense. Any such additional information or request for a retest may be submitted in writing to the Township BoardCity Council within five (5) working days after notice of the results of the test.

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6. Any employee in a safety sensitive position who tests positive and requests a retest may be suspended from employment or transferred at the same rate of pay pending the retest results, at the sole discretion of the Township City Board.

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7. A positive result on the final confirmatory retest pursuant to this policy will result in the following consequences:

i. As to an applicant, the Township BoardCity Council will immediately revoke the pending offer of employment.

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ii. As to an employee, when it is the first such occasion: the requirement, as a condition of employment, that the employee successfully complete the drug or alcohol counseling or rehabilitation program selected by the Township BoardCity Council, at the employee's expense or under an employee benefit coverage program.

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iii. As to an employee, when it is the second or subsequent such occasion: discipline or termination from employment, at the sole discretion of the Township BoardCity Council.

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8. All tested employees will be entitled to receive a copy of the laboratory document that certifies the test results.

TOWNSHIPCITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on TownshipCity business at least once per month, whether driving a TownshipCity-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The TownshipCity expects all employees who are required to drive as part of their job to drive safely and legally while on TownshipCity business and to maintain a good driving record.

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The ~~Township~~City will examine driving records at least once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first ~~work day~~workday after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

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The ~~Township~~City will determine appropriate action on a case-by-case basis.

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CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of cellular telephones. Its application is to ~~insure~~ensure that cellular phone usage is consistent with the best interests of the ~~Township~~City without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure that ~~Township~~City employees exercise the highest standards of propriety in their use.

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General Policy

Cellular telephones are intended for the use of ~~Township~~City employees in the conduct of their work for the ~~Township~~City. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

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- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.

A supervisor may authorize an employee to use his/her own personal phone for ~~Township~~City business and be reimbursed by the ~~Township~~City for those calls. An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor. Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

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Use of public resources by ~~Township~~City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

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All personal calls made by employees on a ~~Township~~City-provided cellular phone must be paid for by the employee through reimbursement to the ~~Township~~City based on actual cost listed on the ~~Township~~City's phone bill. Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

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Procedures

It is the objective of the ~~Township~~City of Baldwin to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

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Responsibility

The ~~Town Board~~City Council, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

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SAFETY

The health and safety of each employee of the TownshipCity and the prevention of occupational injuries and illnesses are of primary importance to the TownshipCity. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

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Reporting Accidents and Illnesses

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

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Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

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Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the Township'sCity's personnel policies, departmental policies, or creates a potential health or safety issue for the employee or others.

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EXHIBIT 1

PRE-TESTING ACKNOWLEDGMENT

In accordance with the requirements of City of Baldwin Township, and in anticipation of the drug and alcohol test to which I am about to submit, I hereby acknowledge the following:

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1. I have read and understand the Drug and Alcohol Testing Policy of City of Baldwin Township, and am aware that it applies to any employee or applicant, including myself.

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2. The following constitutes a complete list of any over-the-counter or prescription medications which I am currently taking or have taken within the past six weeks.

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Medication	Date Taken	Time Taken
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3. Other information which I consider relevant to the reliability of my drug test, or which could explain a positive result, is the following:

Employee or Job Applicant

Date:

EXHIBIT 2

NOTICE OF THE RESULTS OF DRUG AND ALCOHOL TEST

DATE: _____

TO: _____

FROM: _____

On _____, 20____, you submitted to a test for the presence of drugs and alcohol, at the request of City of Baldwin Township. The results of that test, which was performed in accordance with the Township's City's Drug and Alcohol Test Policy of _____ (the "Policy"), were as follows:

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Positive/Negative (circle one)

You have the right to receive from City of Baldwin Township a copy of the test results report from the laboratory which performed the test. In addition, if the results were positive, you now have the following rights under Minnesota law:

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1. Within three (3) working days from the date of this Notice, you may submit to City of Baldwin Township any additional information which you consider relevant to explain the positive result. This information must be submitted in writing to the Township City Board.
2. Within five (5) working days from the date of this notice, you may submit to City of Baldwin Township a request for a confirmatory retest of the original sample, at your own expense. This request must be submitted in writing to the Township City Board. If the confirmatory retest fails to confirm the initial positive results, no adverse action will be taken against you by City of Baldwin Township based on the basis of the positive results.
3. The only adverse personnel actions which may be taken against you by City of Baldwin Township are as set forth in Paragraph 9(g) of the City of Baldwin's Drug and Alcohol Testing Policy.

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Optional provisions for the City Council's consideration:

Remote Work Policy

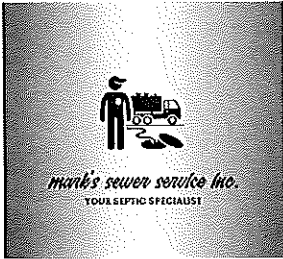
The City of Baldwin does not support remote work for its employees, except under exceptional circumstances (such as a medical emergency or other valid reasons, subject to approval). All employees are expected to perform their duties at their designated workplace during scheduled work hours. The City believes that in-person presence fosters collaboration and better service to the community.

Employees seeking flexible work arrangements, including telecommuting, must submit a formal request to their supervisor. Each request will be considered on a case-by-case basis, but remote work is not the standard practice for employees of the City of Baldwin.

Prohibition on Marijuana Use

Although marijuana is legal for adults in Minnesota, the City of Baldwin prohibits the use, possession, or being under the influence of marijuana during work hours, on the job, or while performing any City-related duties. Employees found violating this policy may be subject to disciplinary action, up to and including termination. Employees are expected to report to work in a condition that allows them to safely and effectively perform their job responsibilities. Use of marijuana or any other substance that impairs an employee's ability to perform their work is strictly prohibited.

[NOTE: The section permitting smoke breaks during lunch hours would need to be amended to clarify marijuana is not permitted to be smoked during work hours, even during breaks.]



Mark's Sewer Service Inc.

P.O. Box 376
Princeton, MN 55371

☎ (763) 389-2751
✉ city.clerk@baldwinmn.gov

ESTIMATE	#7
TOTAL	\$2,040.00

CONTACT US

28726 116th St NW
Princeton, MN 55371

☎ (763) 856-0012
✉ Markssewerservice@hotmail.com

ESTIMATE

Services	qty	unit price	amount
Frontier Trails - Pumping Main Tanks	12000.0	\$0.12	\$1,440.00
Pumping North and South main tanks			
0.12 per gallon			
Estimated 3 Truck loads at 4,000 gallons/truck load			
Estimated total gallons: 12,000			
Septic Pumping - Treatment Plan Dumping Fee	12.0	\$50.00	\$600.00
\$50 per 1,000 gallons			

Services subtotal: \$2,040.00

Subtotal \$2,040.00

Total \$2,040.00

We value our customers, Thank You!

By inviting Mark's Sewer Service Inc. to their property, This means the customer assumes responsibility for any damages including the driveway that may occur.