



AGENDA FOR MARCH 17TH, 2025
CITY OF BALDWIN REGULAR MEETING
7:00 p.m.
(Revised 03/13/2025)

7:00 p.m. Call to Order

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

Treasurer's Report:

Public Comment Requests:

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

- Approve Claims List
- Approve City Council Meeting Minutes for March 3rd, 2025

Engineering: Matt Kind; Baldwin City Engineer

- a. Discuss Invoice from Helmin Construction for 285th Avenue Grading – Matt Kind
- b. Discuss Drainage Improvements on 285th Avenue – Matt Kind
- c. Discuss Culvert Repairs on 305th Avenue – Matt Kind
- d. Discuss Paving Repair on 278th Avenue, 123rd Street and 120th Street – Matt Kind
- e. Discuss Sink Hole Process – Tom Rush

Frontier Trails Update:

- a. Discuss/Approve/Disapprove Revising Hakanson Anderson Request for Proposals for Baldwin Purposes – Jay Swanson

Road Report – Tom Rush

- a. Discuss Public Works Report
- b. Discuss/Approve/Disapprove Public Works Enclosed Trailer Quote – Alan Walker
- c. Discuss/Approve/Disapprove Yield/Stop Sign for Lake Diann Road and 279th Avenue - Scott Case
- d. Discuss Fiberglass Road Right Of Way Obstructions – Jay Swanson
- e. Discuss/Approve/Disapprove Notification to Residents Regarding Road Construction on 100th Street and 297th Avenue – Jeff Holm

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.

Tabled Items:

- a. Discuss/Approve/Disapprove 136th Street Road Agreement – Tom Rush
- b. Discuss/Approve/Disapprove 2024 Freightliner Plow Truck Change Order – Tom Rush

New Business:

- a. Discuss/Approve/Disapprove ARC Irrigation Services for Young Park Playground, Ball Field and Goose Lake Park – Tom Rush
- b. Discuss/Approve/Disapprove City Council Meeting Minutes for February 24th, 2025 – Tom Rush
- c. Discuss/Approve/Disapprove 2025 Recycling Day Grant Agreement – Tom Rush
- d. Discuss Tobacco Licenses – Jay Swanson
- e. Discuss Municipal Liquor Stores in Baldwin Verses Private Business Liquor Stores – Jay Swanson
- f. Discuss/Approve/Disapprove Resolution 25-05 Fund Transfer Fund 860 Misty Hollow Escrow Account to Fund 250 Fire Department – Jay Swanson
- g. Discuss/Approve/Disapprove April - June 2025 Newsletter - Clerk

Announcements:

- a. Clerk Attending Municipal Clerks and Finance Officers Association Annual Conference March 18th, 2025 to March 21st, 2025
- b. Park Committee Meeting Thursday, March 20th, 2025 at 7:00 p.m.
- c. Planning Commission Meeting Wednesday, March 26th, 2025 at 7:00 p.m.
- d. Infrastructure Committee Meeting Thursday, March 27th, 2025 at 7:00 p.m.
- e. Public Accuracy Testing is Friday, April 4th, 2025 at 9:00 a.m. at Baldwin City Hall
- f. Next City Council Meeting is Monday, April 7th, 2025 at 7:00 p.m.
- g. Special Election for Sunday Liquor Licenses is Tuesday, April 8th, 2025. Polls Open from 10:00 a.m. to 8:00 p.m.
- h. Board of Canvass Monday, April 14th, 2025 at 7:00 p.m. to Certify April 8th, 2025 Special Election Results
- i. Local Board of Appeal and Equalization 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	Receipts	Disbursements	Transfers		JE Payroll	Balance No	
				Rec/Disb	Journal Entries		Investments	Balance
10100 - Bremer								
101 - General Fund	(\$740,635.04)	\$20,951.22	(\$66,977.92)	\$0.00	(\$15,000.00)	(\$7,809.80)	(\$809,471.54)	In Bal (\$809,471.54)
225 - Cemetery Fund	\$14,746.28	\$1,000.00		\$0.00		(\$107.65)	\$15,638.63	In Bal \$15,638.63
250 - Fire Operations	\$46,791.83	\$3,294.41	(\$9,665.00)	\$0.00	\$5,000.00	(\$3,253.65)	\$42,167.59	In Bal \$42,167.59
301 - G.O. 2017A	\$735,169.64			\$0.00			\$735,169.64	In Bal \$735,169.64
302 - G.O. 2024A	(\$16,841.59)			\$0.00			(\$16,841.59)	In Bal (\$16,841.59)
401 - Capital Project Fund	\$150,351.75			\$0.00			\$150,351.75	In Bal \$150,351.75
402 - Fire Services	\$49,436.87			\$0.00			\$49,436.87	In Bal \$49,436.87
403 - Fire Capital	\$139,015.94			\$0.00	\$10,000.00		\$149,015.94	In Bal \$149,015.94
404 - Parks Capital Fund	\$84,525.51	\$125.00		\$0.00		(\$96.60)	\$84,553.91	In Bal \$84,553.91
602 - Sewer Fund	\$48,497.90	\$3,828.00	(\$4,768.39)	\$0.00		(\$98.73)	\$47,458.78	In Bal \$47,458.78
801 - Developers Account - Escrow	\$125,292.72	\$3,604.31	(\$2,316.00)	\$0.00			\$126,581.03	In Bal \$126,581.03
802 - Baldwin Estates Escrow	\$1,489.61			\$0.00			\$1,489.61	In Bal \$1,489.61
803 - Misty Hollow Escrow	\$1,121.79			\$0.00			\$1,121.79	In Bal \$1,121.79
804 - Buck Run Escrow	\$15,756.81			\$0.00			\$15,756.81	In Bal \$15,756.81
805 - Sumser Farms 1st Addt Escr	\$2,676.41			\$0.00			\$2,676.41	In Bal \$2,676.41

	YTD Amounts		MTD Amounts		Begin + YTD	
	MTD Amounts	YTD Amounts	MTD Amounts	YTD Amounts	Begin + YTD	
Begin	\$657,396.43	\$975,411.07	Investments	\$0.00	\$0.00	
Receipt	\$32,802.94	\$286,759.98	Petty Cash	\$0.00	\$0.00	
Disbursements	(\$83,727.31)	(\$583,943.17)	Savings	\$0.00	\$0.00	
Transfers Rec/Disb	\$0.00	\$0.00	Money Market	\$0.00	\$0.00	
Transfers JE	\$0.00	\$0.00				
JE Payroll	(\$11,366.43)	(\$83,122.25)	Balance	\$595,105.63	In Balance	

Ladder Truck
Transfer

CITY OF BALDWIN

*Cash Balances

Cash Account: 10100

February 2025

03/13/25 11:32 AM

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Fund	Begin February 2025	Receipts	Disbursements	Transfers			JE Payroll	Balance No		
				Rec/Disb	Journal Entries	Investments		Balance		
10100 - Bremer										
101 - General Fund	(\$760,342.61)	\$154,078.02	(\$117,619.40)	\$0.00		(\$16,751.05)	(\$740,635.04)	\$0.00	In Bal	(\$740,635.04)
225 - Cemetery Fund	\$14,827.64	\$26.29		\$0.00		(\$107.65)	\$14,746.28	\$0.00	In Bal	\$14,746.28
250 - Fire Operations	\$40,165.74	\$694.74	(\$40,825.91)	\$0.00	\$50,000.00	(\$3,242.74)	\$46,791.83	\$0.00	In Bal	\$46,791.83
301 - G.O. 2017A	\$735,169.64			\$0.00			\$735,169.64	\$0.00	In Bal	\$735,169.64
302 - G.O. 2024A	(\$16,841.59)			\$0.00			(\$16,841.59)	\$0.00	In Bal	(\$16,841.59)
401 - Capital Project Fund	\$150,098.97	\$252.78		\$0.00			\$150,351.75	\$0.00	In Bal	\$150,351.75
402 - Fire Services	\$61,263.62		(\$11,826.75)	\$0.00			\$49,436.87	\$0.00	In Bal	\$49,436.87
403 - Fire Capital	\$198,765.41	\$250.53	(\$10,000.00)	\$0.00	(\$50,000.00)		\$139,015.94	\$0.00	In Bal	\$139,015.94
404 - Parks Capital Fund	\$84,341.80	\$267.15	(\$83.44)	\$0.00			\$84,525.51	\$0.00	In Bal	\$84,525.51
602 - Sewer Fund	\$47,989.43	\$5,487.22	(\$4,315.65)	\$0.00		(\$663.10)	\$48,497.90	\$0.00	In Bal	\$48,497.90
801 - Developers Account - Escrow	\$117,551.88	\$8,642.09	(\$901.25)	\$0.00			\$125,292.72	\$0.00	In Bal	\$125,292.72
802 - Baldwin Estates Escrow	\$1,489.61			\$0.00			\$1,489.61	\$0.00	In Bal	\$1,489.61
803 - Misty Hollow Escrow	\$1,121.79			\$0.00			\$1,121.79	\$0.00	In Bal	\$1,121.79
804 - Buck Run Escrow	\$15,756.81			\$0.00			\$15,756.81	\$0.00	In Bal	\$15,756.81
805 - Sumser Farms 1st Addt Escr	\$2,676.41			\$0.00			\$2,676.41	\$0.00	In Bal	\$2,676.41
				MTD Amounts		YTD Amounts		Begin + YTD		
Begin	\$694,034.55	\$975,411.07	Investments	\$0.00			\$0.00	\$0.00		
Receipt	\$169,698.82	\$253,957.04	Petty Cash	\$0.00			\$0.00	\$0.00		
Disbursements	(\$185,572.40)	(\$500,215.86)	Savings	\$0.00			\$0.00	\$0.00		
Transfers Rec/Disb	\$0.00	\$0.00	Money Market	\$0.00			\$0.00	\$0.00		
Transfers JE	\$0.00	\$0.00								
JE Payroll	(\$20,764.54)	(\$71,755.82)	Balance	\$657,396.43	In Balance					

CITY OF BALDWIN

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*Check Summary Register©

Batch:

PAY20250105.00,022025FuelTax,TB030425BiWeFireAdmi,030425BiWeekPera,030325TBPera,031725MtgPymts,Feb2025Liab,March3rd25BiWeek

	Name	Check Date	Check Amt	
10100	Bremer			
25e	Minnesota Dept of Revenue	3/3/2025	\$157.09	Feb 2025 Fuel Tax
26e	Minnesota Dept of Revenue	3/3/2025	\$611.08	03042025 BiWeek TB and Fire Admin
28e	Pera	3/5/2025	\$1,368.31	03042025 BiWeekly Payroll
29e	Pera	3/5/2025	\$197.50	03042025 Town Board Pera
31e	EFTPS	3/13/2025	\$1,270.47	PC TB Sexton Fire Admin 022025
32e	EFTPS	3/13/2025	\$2,239.57	030425 BiWeek Liab
28419	Fadden, Phillip E.	3/4/2025	\$1,523.19	
28420	Good, Zachary D.	3/4/2025	\$1,308.70	
28421	Heinen, Joan	3/4/2025	\$2,289.47	
28422	Nielsen, Kayla	3/4/2025	\$1,659.71	
28423	Otis, Mark D	3/4/2025	\$49.61	
28424	Alvero	3/17/2025	\$2,300.00	Swing A Way Mailbox Hardware
28425	Apollo Medical Training	3/17/2025	\$3,077.50	FD Training
28426	AT&T Mobility	3/17/2025	\$224.40	Cell Phone Charges
28427	Beaudry Oil and Propane	3/17/2025	\$2,618.66	Diesel FD
28428	Burkhardt and Burkhardt	3/17/2025	\$82.50	Audit Coding and Cash Balances
28429	Connor Loscheider	3/17/2025	\$211.40	Mileage to FD Training
28430	Cornerstone	3/17/2025	\$376.97	2020 Ford F150 Duty 1
28431	Couri and Ruppe PLLP	3/17/2025	\$8,112.50	Legal Fees 136th Street Agreement
28432	DMV Princeton	3/17/2025	\$42.00	FD Pierce Ladder Truck Title
28433	ECM Publishers Inc	3/17/2025	\$488.00	Ordinance 2025-03
28434	Hakanson Anderson	3/17/2025	\$32,723.75	Oaks of Battle Brook 2nd Addition- and Engineering
28435	Health Partners	3/17/2025	\$3,177.77	City Staff Health Insurance PW - Staff
28436	Jellyfish Graphics LLC	3/17/2025	\$1,200.00	Exterior Sign for City Hall and Fire Dept
28437	Marks Sewer Service Inc	3/17/2025	\$2,210.00	Frontier Trails SSD Main Pumping and City Hall
28438	Marvs True Value	3/17/2025	\$18.95	FD Key
28439	Metro Sales Inc	3/17/2025	\$479.57	Copier City Hall
28440	Midcontinent Communications	3/17/2025	\$583.88	Telephone Internet
28441	Minnesota Child Support Pymt	3/17/2025	\$439.77	03042025 Payroll
28442	M-R Sign Co Inc	3/17/2025	\$363.55	EMS Signs
28443	NAPA Central	3/17/2025	\$250.57	Truck 6 2008 F550
28444	Plaisted Companies Inc	3/17/2025	\$730.39	Ice Control Sand
28445	Sherburne County Recorder	3/17/2025	\$46.00	Spain Variance Recording
28446	The Planning Company LLC	3/17/2025	\$5,487.50	Comp Plan ~ and Planning: zoning
28447	US Bank	3/17/2025	\$2,001.35	Radio Holder, credit card charges
Total Checks			\$79,921.68	



BALDWIN CITY COUNCIL REGULAR MEETING

MARCH 3RD, 2025

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

Also Present – City Attorney; Bob Ruppe from Couri & Ruppe and Dan Licht; City Planner from The Planning Company (TPC)

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

Pledge of Allegiance – All present recited the Pledge of Allegiance

Prayer Request from Delmas Hines

Additions/Corrections to Agenda

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

March 2025 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$657,556.04, No Receipts, Disbursements of \$16,442.53, leaving an unaudited ending balance of \$641,113.51.

Sheriff's Report – Deputy Wilson reported for the month of February 2025 a total of 167 calls for service in the City of Baldwin. There were no burglaries, 5 motor vehicles, 13 medicals, 46 traffic stops, 4 fire assists and 19 additional patrols were performed.

Swanson asked about an attempted robbery at a house in the City of Baldwin that happened about a month ago. The safe contained \$110,000.00. Two perpetrators were caught, and one individual fled the scene. Swanson was questioning if the individual was apprehended. Deputy Wilson stated that the individual that fled the crime scene has not been located.

Public Comment Requests:

- Cartrell Cooper: 12304 317th Avenue, Princeton - Mr. Cooper attended tonight's meeting to discuss public fear of spending, trust in the details and respect for people. Mr. Cooper indicated that he has several people approach him about these issues. Mr. Cooper handed out a one-page document to the City Council with details about these issues. Swanson stated he appreciates Mr. Cooper bringing this to the City Council. Swanson requested his phone number be handed out to these residents and that he would be very willing to talk to them at any time.

Approval of Consent Agenda - Holm made a motion to approve, Rush seconded the motion. Rush requested to table the February 24th, 2025 meeting minutes until the March 17th, 2025 City Council meeting. **Holm took this as a friendly to table these meeting minutes and Holm accepted.**

- Approve Claims List – Check Numbers 28391- 28418 for \$26,442.53 and 3 EFT Payments for \$6221.03 for a total of \$32,663.56. Void Check Number 28411.
- 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 3 Year-Term, Park Committee Chair, Term Expires April 1st, 2025
- Approve Sarah Koste for 3 Year-Term, Park Committee Vice-Chair, Term Expires April 1st, 2025
- Approve Rosemarie Walker for Park Committee Alternative Member
- Approve Joy Johnson for 3 Year-Term, Planning Commissioner, Term Expiring April 1st, 2025
- Approve Clarence Mattson for 3 Year-Term, Planning Commissioner Chair, Term Expiring April 1st, 2025

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

Introduction – Kim Young handed out information to the City Council regarding the Princeton Chamber of Commerce. Young stated that the Chamber was founded in the 1920's and incorporated in the 1950's. Young talked about the history of the Princeton Chamber of Commerce. In 2023, tourism was added as an arm under the Chambers in order to bring people into the community. The Princeton Chamber of Commerce is financed through membership and fundraising and is a non-profit, non-taxed organization. The biggest events the Princeton Chamber of Commerce has is Rum River Festival and Light up Princeton. Some of the partnerships the Chamber does is with the Princeton School District, and they have recently started an age friendly Princeton. The Chamber also works really hard on tourism and an events calendar. Holm asked Kim Young to speak on how the Chamber works with a lot of businesses that are in Baldwin. Holm stated that there are some functions that Baldwin and Princeton could work hand-in-hand on. Rush brought up that Kim Young will be connecting with Baldwin's Events Coordinator, Mary Larson. Young asked for any and all information on upcoming Baldwin events. Mary Larson and Kim Young will be working on future projects and ideas. Young stated that the Chamber works well with collaboration within the community.

Discuss Blue Hill Stop Sign – Case stated that Blue Hill Township Chair called him requesting a stop sign as soon as possible from the City of Baldwin. There was a safety issue in Blue Hill Township that needed to be addressed immediately. There was one hour of Baldwin Public Works time to help install the stop sign. Holm and Swanson stated they do not feel Baldwin should invoice Blue Hill for Baldwin Public Works time or stop sign. Blue Hill Township Chair stated they will return a brand-new stop sign and post to the City of Baldwin.

Discuss/Approve/Disapprove Resolution 25-04; Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code. Rush/Case unanimous to approve resolution 25-04.

Fire Department Report:

Discuss/Approve/Disapprove Fire Department 2025-2030 Capital Improvement Plan (CIP)– Case stated that every year the CIP is updated with expenses including equipment. These are cost projections only for the Fire Department. Case stated that it does not mean anything will be done but it's only cost projections and is basically the same as last year, but the costs have been updated. Rush stated that there looks like a lot of work was put into this document and would like to table this in order to have more time to review. Case re-iterated that this is the same as last year, but the costs have been updated. Rush asked if this is all bonding and grants or where the money is coming from. Case stated in the improvement plan, it discusses options for these scenarios and is forecasting future needs. Rush asked about the estimated costs and if equipment is new or would used equipment be looked at as well. Case stated that it's estimated costs with inflation rate looking long term on what is needed in the future. Rush asked if the ladder truck is in the CIP and Case stated that it is but there is no projection of replacing this truck. Ruppe, City Attorney, stated this is for informational and educational purposes so that future planning decisions can be made. Ruppe stated there is no action needed by the City Council at this time. Per Swanson, since this is for informational purposes only this will be for discussion only at this time.

Discuss Fire Department Medical Responses – The Fire Department recently completed a trial bases on modified medical responses. Case stated there were some issues with dispatch. Blue Hill Township Board requested this to be revisited. Medical responses have been changed back to full medical responses by Baldwin Fire Department.

Planning Items:

Discuss/Approve/Disapprove Rum River Consultants (RRC) Agreement for Building Official Services – City Attorney, Ruppe, received a copy of the agreement and worked out changes in terms. Ruppe stated he is okay with the contract from a legal standpoint. Rush asked about the term of the contract and Ruppe stated either party may terminate the agreement by providing a sixty-day written notice to the other party. Case asked if any fees changed and Andy from RRC stated that the only change to the fees is the plumbing plan reviews. **Case/Walker unanimous to approve Rum River Consultants Agreement for Building Official Services.**

Discuss Code Enforcements – Dan Licht, City Planning and Zoning Administrator from TPC highlighted 4 code enforcements. Licht had a meeting at the City Hall with the resident that lives at PID# 01-00407-0630. The Resident is residing with her family off-site and agreed to not occupy the RV trailer as a dwelling.

Licht has tried to exchange phone calls with the Resident at PID# 01-00535-0130 but contact has not been made to date. An update will be given at the April 7th, 2025 City Council meeting.

Licht contacted PID# 01-00404-0806 and PID# 01-00015-4402. The residents are aware of the violation and the need for corrective conditions. These residents have been given an extension to correct these code enforcements until the end of March 2025.

Park Committee Report:

Rush stated the Park Committee met on February 20th, 2025. Scott Schmidt came to the park committee meeting to give an update on the Elk Lake clean-up of the 2.6 acres that the City owns. The Park Committee Members will be visiting this site in April. The Park Committee discussed updating the parks page on the website. Case asked if the parks have an address and Rush indicated that Young Park does have an address, but the rest of the parks do not. Case asked that the other parks get an address. Rush to work on getting addresses for all Baldwin Parks.

Cemetery Update: Holm stated that there is an arborvitae that needs to be cut back in the cemetery. Holm is requesting this arborvitae be removed at the cemetery due to obstruction of the intersection at County Road 38 and 19 which is a public safety issue. **Holm/Case unanimous to approve** removing this arborvitae at the cemetery.

Tabled Items:

Discuss/Approve/Disapprove Replacing Exterior Sign at City Hall and Fire Department – Case received two quotes for a new sign at the Fire Department and City Hall. The quote from Jellyfish was \$1200.00 and another quote from Electric Sign and Lighting was for \$4676.00. Both of these signs are 2 feet high. **Rush/Walker unanimous to approve** Jellyfish quote for \$2000.00.

Discuss/Approve/Disapprove Streaming City Council Meetings – Combine with audio equipment per Case. The streaming meetings is included in the audio equipment.

Discuss/Approve/Disapprove Audio Equipment – Case stated that he received 3 quotes for the audio equipment. EPA gave a bid of \$42,804.60, Lelch AV gave a bid of \$47,093.21 and AV Groups have a bid of \$62,492.00 which had a lot more options. Baldwin currently contracts with Sherburne County IT for services. Sherburne County IT has worked and recommends EPA. **Rush/Walker unanimous to approve** EPA for \$42,804.60.

Discuss/Approve/Disapprove 136th Street Road Agreement – City Attorney, Ruppe has been working with Mr. Doose on the 136th Street road agreement. Ruppe stated that the change to the agreement is to reduce the amount of frontage that Mr. Doose/Sylva Corporation is responsible for. This road responsibility would be 700 feet on the northern section of 136th Street. Swanson stated that 136th Street is currently posted at 7 tons with seasonal load restrictions of 5 tons. Swanson stated that more

discussion will need to happen with the City Council on what signage needs to be on 136th Street. Case requested solar signage at the beginning of the road stating road restrictions. City Attorney, Ruppe, stated that signage doesn't always help because it doesn't have repercussions.

Rush/Walker unanimous to table 136th road agreement until the March 17th, 2025 City Council meeting.

New Business:

Discuss/Approve/Disapprove Staff Participation in Infrastructure Committee – At the February 24th, 2025 City Council meeting, the motion was made for committee members only. **Holm made a motion** to pay City Staff regular wage to come in for the Infrastructure meetings as needed. **Walker seconded the motion, motion carried.**

Discuss Employee Handbook – Swanson stated he would like a conference call with the Attorney's to discuss updates to the employee handbook. Case asked if this employee handbook applies to the fire department and City Attorney, Ruppe, stated that a disclaimer should be included in the handbook stating this is for City Staff only and not for Fire Department. City Council to get all questions to the Clerk. **Holm/Rush unanimous to table** until the April 7th, 2025 City Council meeting.

Discuss Update on the City Bulletin Board Sign – Swanson asked if the upper section should be lite or stick on graphics. Case would like non-polluting lights and lighting to be clear. Holm stated internal lights would be best. Swanson to look at the sign again for a final design.

Discuss/Approve/Disapprove Frontier Trails Main Tank Pumping Estimate – Quote is for \$2040.00 to pump out main tank at Frontier Trails. **Case/Walker unanimous to approve** pumping of the main tank at Frontier Trails.

Discuss/Approve/Disapprove Purchase of Water Pump and Hoses – Swanson requested pricing from Harbor Freight and other companies. **Rush/Holm unanimous to approve** up to \$1000.00 for the purchase of a water pump and hoses for Public Works. Swanson recommends doing an extended warranty. Rush took this as a friendly and accepted this friendly.

Discuss/Approve/Disapprove Dan Licht Participation in the Infrastructure Committee – **Holm/Walker unanimous to approve** Dan Licht, City of Baldwin Planning and Zoning Administrator, as a participant in the Infrastructure Committee.

Discuss Late Applicants for Infrastructure Committee – Rush stated there was a deadline of February 24th, 2025 for committee members. The late applicants can come to the meeting but will not be taken on as committee members at this time. The last meeting had a motion for the expense of the committee members. The late applicants can be alternative members or future replacements if needed.

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.
Case stated he will be absent for the Board of Appeal and Equalization meeting.

Any Other Business:

- Rush communicated that Christ Our Light Church will have their groundbreaking ceremony June 1st, 2025, at 2:00 p.m.
- Swanson stated that the special election for Sunday Liquor License is April 8th, 2025. This is for on-sale and off-sale Sunday liquor.
- Rush stated he will be absent March 17th, 2025 City Council meeting
- Holm talked about an article in the Star Tribune regarding LGA funding.
- Clerk communicated she will be leaving early Wednesday and Thursday of this week for appointments.
- The Clerk communicated that the final treasurer's report will be on the second meeting minutes of the month
- The League of MN Cities is doing an article on the Incorporation of the City of Baldwin. The Clerk communicated that she submitted some pictures to the League of MN Cities.

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

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

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

Date

Attendees: Rosemarie Walker, Baldwin Public Works; Phil Fadden, Delmas Hines, Andy Schreder, Roxanne Schreder, Bruce West, Anita Schneider, Cartrell Cooper, Kim Young, Heather Hoss

Helmin Construction, Inc.
4980 420th Ave NE
Foley, MN 56329
320-968-8702

Invoice

Date	Invoice #
11/30/2024	12672

Bill To

Baldwin Township
PO Box 25
30238 128th St.
Princeton, MN 55371

P.O. No.	Terms	Project
	Net 30	285th

Quantity	Description	U/M	Rate	Amount
1	Mobilization	Lump S...	5,400.00	5,400.00
200	Common Excavation (CV)	Yards	24.00	4,800.00
83.78	Aggregate Base Class 5 (CV)	Yards	32.40	2,714.47
80	Erosion Control Blanket Cat 20	sqyd	3.00	240.00
12	Silt Fence	Lin Ft	3.00	36.00
1	Seeding	Lump S...	150.00	150.00
	Sales Tax		7.375%	0.00
Thank you for your business.		Total		\$13,340.47



Joan Heinen

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Monday, March 03, 2025 8:42 AM
To: Joan Heinen
Subject: Helmin Invoice for 285th Ave NW
Attachments: Revised Invoice 12672.pdf; Helmin Construction Quote.pdf

Joan,

Helmin Construction sent their invoice last Friday for the 285th re-grading. Could you please add it to tonight's agenda?

Thank you,

Matt



**Hakanson
Anderson**

Matthew Kind, P.E., Senior Project Engineer

3601 Thurston Avenue

Anoka, MN 55303

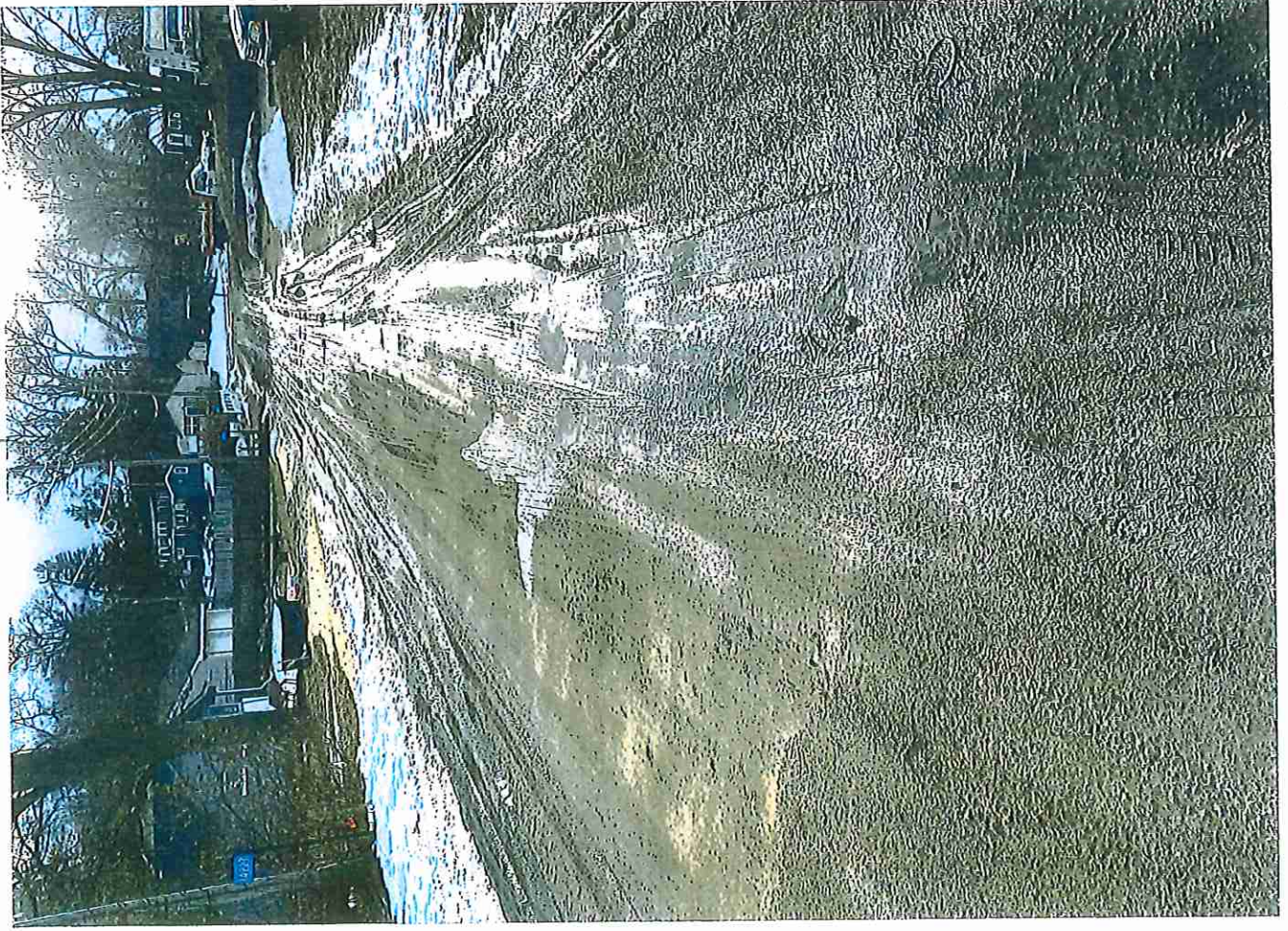
Phone: (763) 427-5860

pictures Taken Feb 2025



285th Ave

Picture took Feb 2025



285th Ave

Joan Heinen

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Tuesday, November 26, 2024 4:56 PM
To: Tom Rush
Cc: Shane Nelson; Joan Heinen
Subject: RE: Baldwin/FW: Clarification Needed on Changes to 285th Ave. Project

Dear Council Member Rush,

The plan constructed is 95% in line with what we wanted to achieve, but you are correct, minor changes were made to ancillary features at the last minute that we feel improved the overall result.

A review of the initial plan was done internally just prior to meeting with the contractor, and we had concerns with the potential for impacting buried electric lines, drain fields, phone lines, ect where excavation to the north was shown. Suggested changes were quickly made that better aligned with the principal goal of directing runoff away from Ms. Miller's drive and yard as it has been for some time, which was achieved. This also improved the plan to better fit this difficult area, preserved drainage patterns, and avoided excavation to the north in the area of concern. Locate flags were provided along the road for the survey, but not into the private property.

The rock inlet was swapped for vegetated inlet to provide easier maintenance for the residents to mow and maintain. Over time the rock can get filled with sand and weeds and loses its effectiveness. The constructed inlet area is wide and flat which well-established turf can handle and provide water quality treatment whereas the rock inlet would not provide water quality treatment. We also had concerns that the river rock would end up washing into the yards, but if there's a strong desire to have it installed, we can accommodate. Temporary silt fence was installed to capture any material in the spring during melt off and rain events. It will be removed once vegetation is well established.

Our understanding is that over the years the drainage patterns have been changed frequently in this neighborhood, which results in issues that previously did not exist. Trying to divide the drainage north and south along the street would be doing more of the same. Further analysis showed that the amount of runoff potentially directed north specifically from the street was very small compared to what is currently draining north from the residential lots overland. The concerns that the north swale could be a liability to the City with unknown underground utilities, alteration of existing drainage patterns, and not being an effective outlet for runoff showed that it was an unnecessary feature to the project that provided little benefit to the overall goal.

Over the winter the exposed gravel will be subject to plows, and daily traffic. As spring approaches and the maintenance plan is implemented, this section of road will get chip seal. As I've noticed along other streets in the neighborhood, bituminous V channels are paved along some of the roads, with additional chip seal extended outward in areas vulnerable to erosion. We recommend a widened chip seal that will armor the gravel channel to mitigate erosion and preserve the drainage profile.

We apologize for making these minor changes to the plan at the last minute without alerting the Council. Our concerns were valid, but we also understand your concerns come first. We will strive to improve our back and forth process with the Council moving forward.

I would be happy to meet you on-site next Monday afternoon to walk through the project before the Council meeting. Feel free to reach out to me if you can, and a good time meet.

With regards to Ms. Miller, she was very happy with the final result last week. She brought treats out to us and thanked us. I think the project turned out great and the goal was met. I'm not sure what changed over the weekend. Her email indicated that all the runoff was to go north. That's never been discussed. Most runoff with or without the north swale was expected to drain south. The street was lowered the road 8 inches, and we conserved and improved the existing drainage pattern, that was our primary goal.

As I was writing this Ms. Miller emailed me and I've replied. I asked her to call me if she had any more questions.

I'm off tomorrow travelling, and back on Monday.

Have a great Thanksgiving!

Thank you,

Matt



**Hakanson
Anderson**

Matthew Kind, P.E., Senior Project Engineer

3601 Thurston Avenue

Anoka, MN 55303

Phone: (763) 427-5860

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

Sent: Tuesday, November 26, 2024 1:17 PM

To: Matthew Kind <matthewk@haa-inc.com>

Cc: Shane Nelson <shanen@haa-inc.com>

Subject: Baldwin/FW: Clarification Needed on Changes to 285th Ave. Project

Hi Matt,

Please see below and the attachment.

Thank you.

Joan Heinen

City of Baldwin

Clerk/Treasurer

30239 – 128th Street NW

Baldwin, MN 55371-3752

Phone: (763) 389-8931

Fax: (763) 389-2751

From: Tom Rush <trush@baldwintwpmn.com>

Sent: Tuesday, November 26, 2024 12:05 PM

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

Cc: Alan Walker <alwalker@baldwintwpmn.com>; Baldwin Maintenance <Maintenance@baldwintwpmn.com>

Subject: Clarification Needed on Changes to 285th Ave. Project

Hi Joan,
Please send this to Matt about 285th for clarification.

Matt,

I'm writing to bring your attention to some significant changes in the project for 285th Ave. (West Elk Lake) which differ from the plan and profile that was submitted to the town board for review and approval.

Please see the attached document for reference. Kindly confirm if this is the accurate plan & profile submitted to the city.

Upon review of project, it has come to our attention that several elements found in the approved plan appear missing or altered.

Specifically, the drainage system outlined for 285th Ave, including two inlet swells on both the North and South sides, does not seem to be implemented as originally designed. According to the approved design, the swale inlets were to be constructed using geotextile fabric with 3" to 6" river rock placed at a thickness of 12".

Additionally, the swale spots were to be graded for proper drainage with the river rock placed on top of the areas for erosion control purposes.

Could you please clarify why the approved plan was not followed in this regard and provide insight.

Your prompt response would be greatly appreciated.

Thank you for your attention to this matter.

GOVERNING SPECIFICATIONS

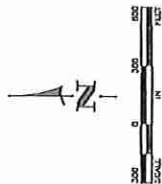
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.

THE 2013 EDITION OF THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA'S STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL APPLY.

(CLEAR) STANDARD SPECIFICATIONS SHALL APPLY.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION, INCLUDING THE LATEST REVISIONS FOR TEMPORARY TRAFFIC CONTROL ZONE LAAYOUT.



BALDWIN TWP.
SHERBURNE COUNTY,
MINNESOTA

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ANSI/ASCE 39-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEDUCTION OF EXISTING SUBSURFACE UTILITY DATA."



**Hakanson
Anderson**
Civil Engineers and Land Surveyors
3601 Thurston Ave., Ancker, Minnesota 55303
763-427-5800 FAX 763-427-0250

SHEET INDEX

THIS PLAN CONTAINS 5 SHEETS

SHEET NO.	DESCRIPTION
-----------	-------------

1-223
TITLE SHEET
DETAILS AND ESTIMATED QUANTITIES
GRADING AND DRAINAGE

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

DATE 5/5/74

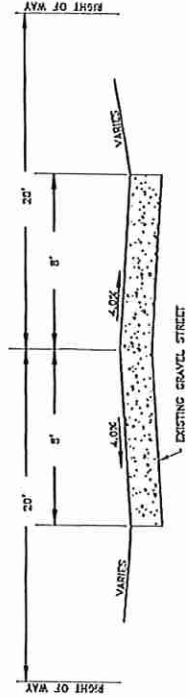
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DESIGN ENGINEER

SHEET 1 OF 3 SHEETS

BID TAB FOR REGRADING 285TH AND RUNOFF IMPROVEMENTS

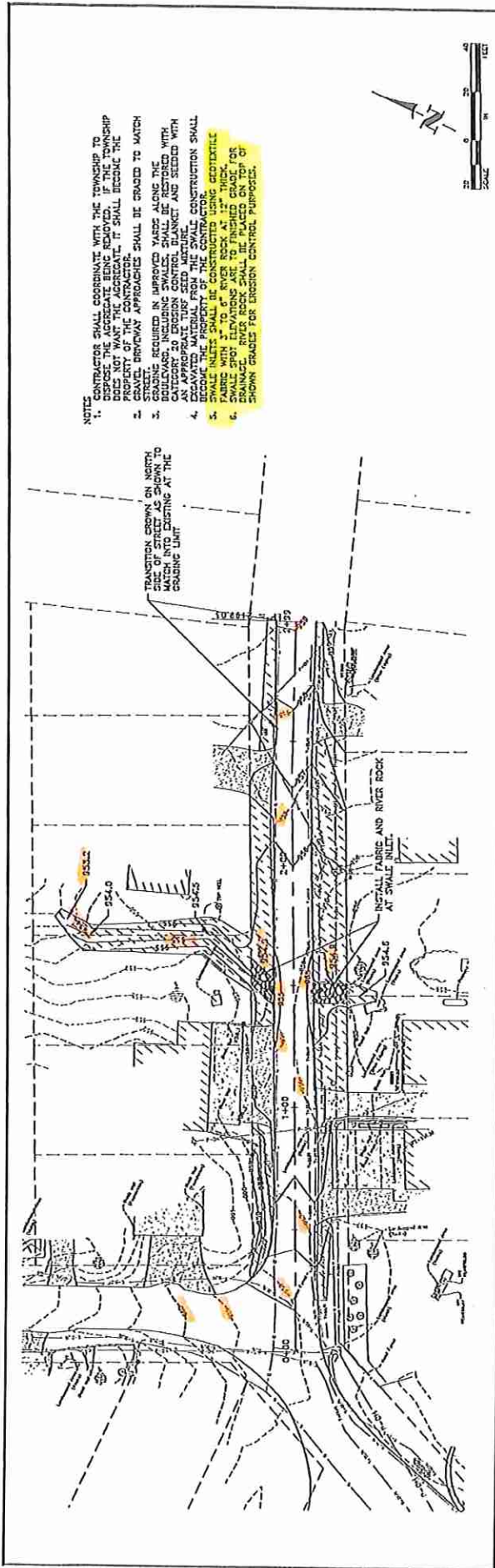
Item No.	Description	Unit	TOTAL Estimated Quantity
1	Mobilization	LS	1
2	Common Excavation & Grading of Existing Street	CY	200
3	Common Excavation for Drainage Swale	CY	35
4	Construct River Rock Inlet for Swale	TON	6
5	Geotextile Fabric for Swale Inlet	SY	25
6	Erosion Control Blanket (Category 20)	SY	550
7	Turf Establishment (Hydro-Seeding)	LS	1



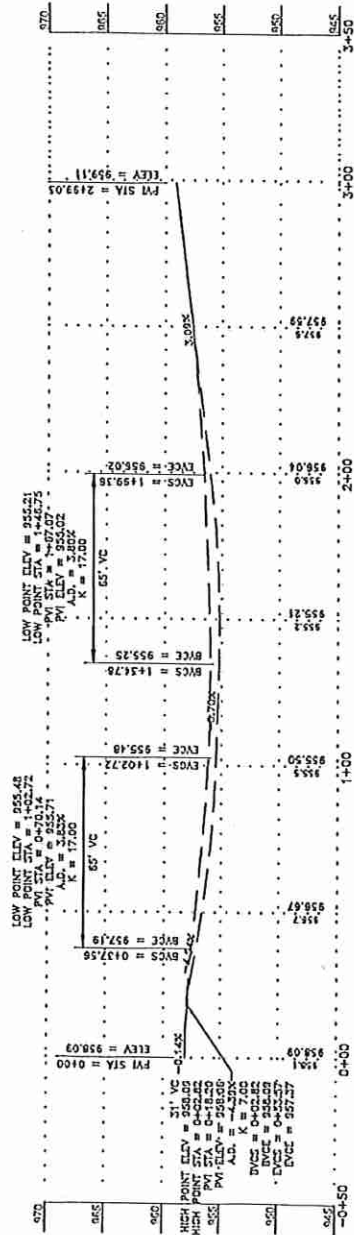
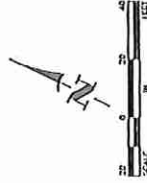
TYPICAL STREET SECTION

DATE: _____ REVISION: _____ 1. I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota. Date: 8/3/25 Signature: [Signature] Title: MATTHEW WICK, Lic. No. 44985		H&A Hakanson Anderson Civil Engineers and Land Surveyors 3601 763-427-5865 FAX 763-427-0550 www.hakanson-anderson.com	285TH AVE NW GRADING & DRAINAGE 285TH AVE NW BALDWIN TWP.	SHEET 2 OF 3 SCALES
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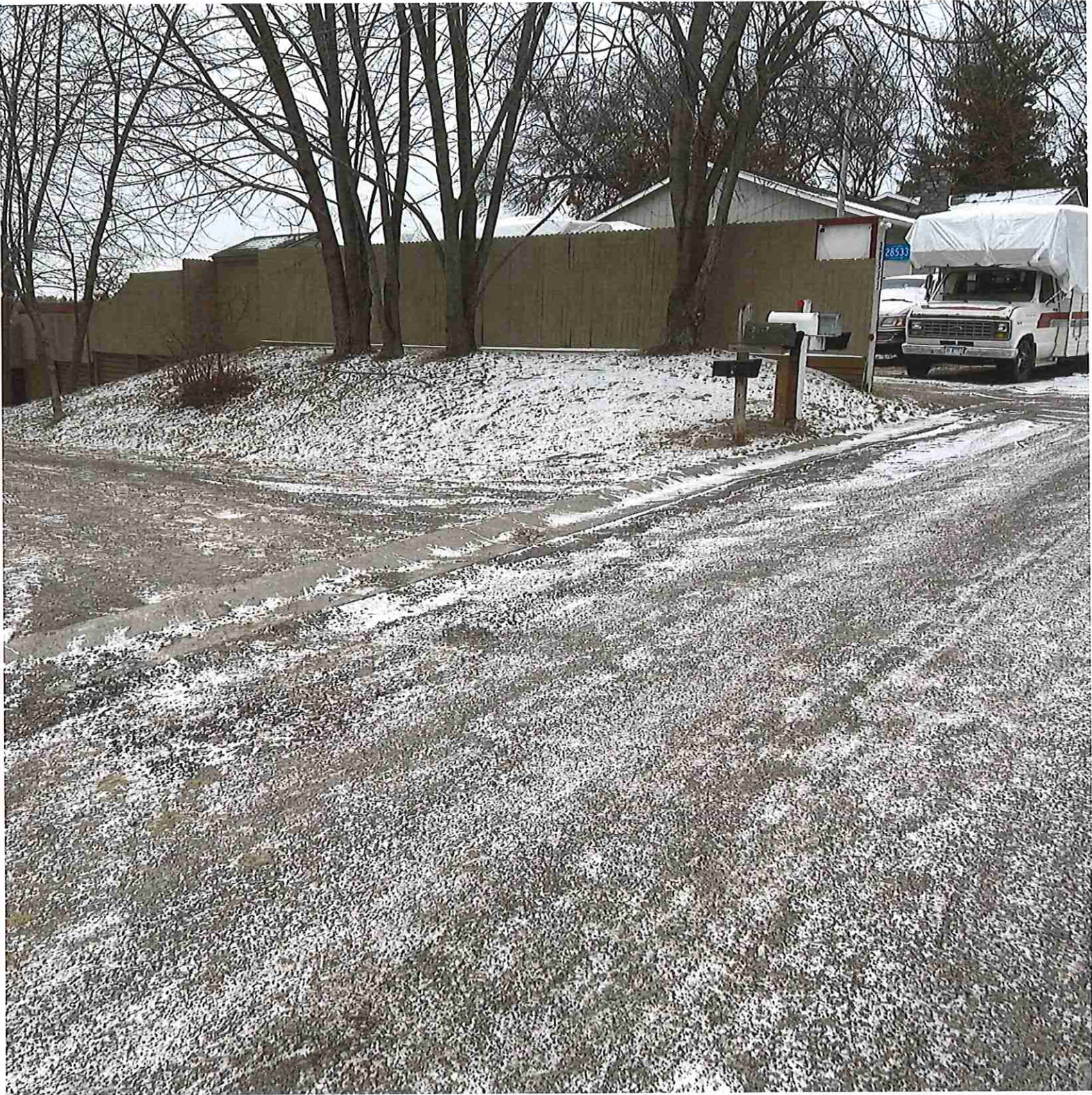
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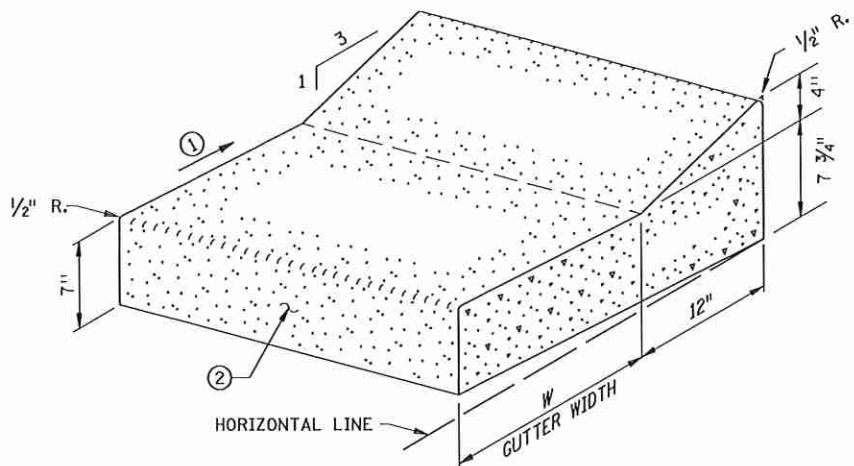


- NOTE:
1. CONTRACTOR SHALL COORDINATE WITH THE TOWNSHIP TO DISPOSE THE AGGREGATE BEING REMOVED. IF THE TOWNSHIP DECIDES NOT WANT THE AGGREGATE, IT SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
 2. GRAVITY DRAINAGE SHALL BE GRADED TO MATCH STREET.
 3. GRAVITY DRAINAGE SHALL BE GRADED TO MATCH STREET.
 4. GRAVITY DRAINAGE SHALL BE GRADED TO MATCH STREET.
 5. GRAVITY DRAINAGE SHALL BE GRADED TO MATCH STREET.
 6. GRAVITY DRAINAGE SHALL BE GRADED TO MATCH STREET.



DATE		REVISION	Hakanson Anderson Civil Engineering & Surveying 2521 Thompson Ave. S., Suite 100 763-427-5850 FAX 763-427-5250 www.hakanson-anderson.com		285th AVE NW GRADING & DRAINAGE	PLAN & PROFILE	285th AVE NW BALDWIN TWP.
SHEET		3		3		3	
SHEET		3		3		3	

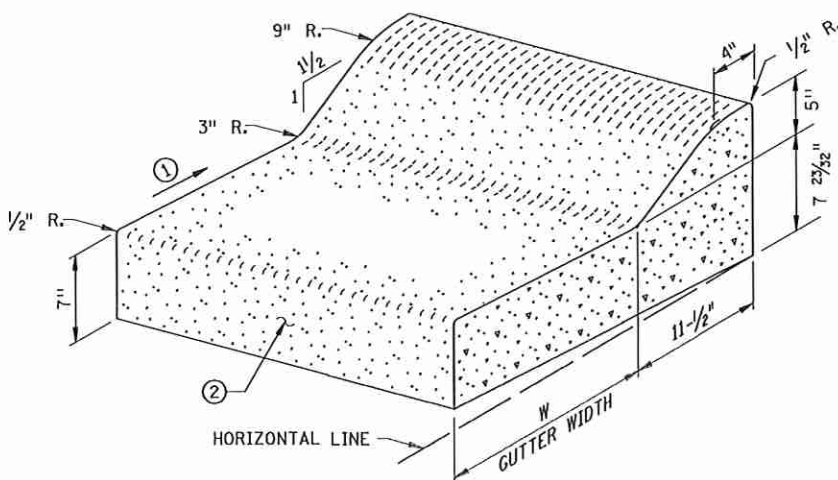




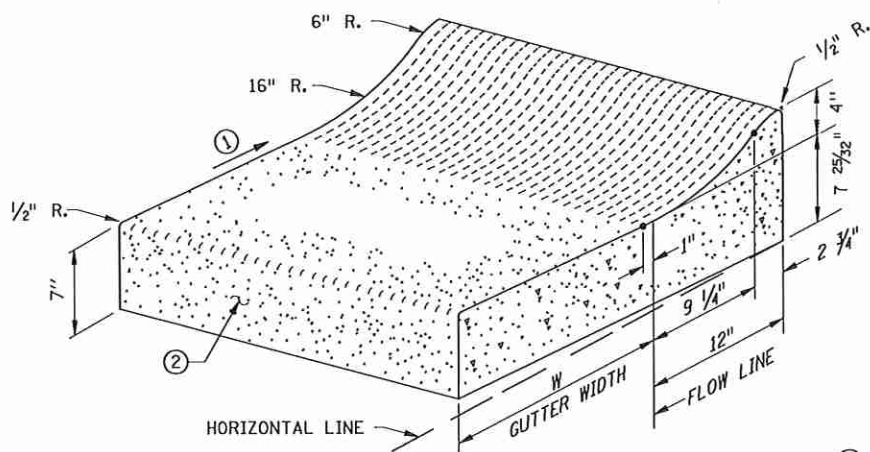
DESIGN D

D DESIGN NO.	GUTTER WIDTH W	CONCRETE	
		CU. YDS. PER LIN. FT.	LIN. FT. PER CU. YD.
D412	12"	0.0505	19.8
D418	18"	0.0613	16.3
D424	24"	0.0721	13.9
D436	36"	0.0937	10.7

S DESIGN NO.	GUTTER WIDTH W	CONCRETE	
		CU. YDS. PER LIN. FT.	LIN. FT. PER CU. YD.
S512	12-1/2"	0.0541	18.5
S518	18-1/2"	0.0649	15.4
S524	24-1/2"	0.0757	13.2
S530	30-1/2"	0.0865	11.6
S536	36-1/2"	0.0973	10.3



DESIGN S



DESIGN R

R DESIGN NO.	GUTTER WIDTH W	CONCRETE	
		CU. YDS. PER LIN. FT.	LIN. FT. PER CU. YD.
R412	12"	0.0492	20.3
R418	18"	0.0600	16.7
R424	24"	0.0708	14.1
R436	36"	0.0924	10.8

NOTES:

- ① SLOPE $\frac{3}{4}$ " PER FOOT NORMAL UNLESS OTHERWISE SPECIFIED. IF A DIFFERENT GUTTER SLOPE IS SPECIFIED, THE FORM MAY BE TILTED.
- ② LONGITUDINAL JOINT WHEN ADJACENT TO RIGID PAVEMENT OR BASE. SEE STANDARD PLANS MANUAL FOR JOINT INFORMATION.

APPROVED AUGUST 28, 2017

Rom S. H.
STATE DESIGN ENGINEER

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

CONCRETE CURB AND GUTTER
DESIGN D, DESIGN S AND DESIGN R

SPECIFICATION
REFERENCE

2531

STANDARD
PLATE
NO.

7102K

PROJECT REVIEW REPORT #2

By:



3601 Thurston Avenue
Anoka, MN 55303
Phone: 763/427-5860

Date of Report: 12/2/24
Date of Review: 11/21/24

Project: 305th Ave NW Reclaim (CO#1 Cross Culverts & Paving at 278th & 123rd)

HAI# BD302

Reviewed by: Matthew Kind

The following is not necessarily a complete listing. Completion of these items does not in any way relieve the Contractor of the responsibility to complete the project in accordance with all Contract Documents.

The Contractor shall complete all work herein, initial, date and return with any necessary remarks. Any sub-surface work completed without observation is subject to funds being withheld or work being uncovered for review and approval. Please notify Matt Kind (612-599-6668) 48 hours prior to performing the work.

Item	Reference	Description	By Contractor	
			Date	Initial
1	Paving	NE part of the paved intersection at 278 th Ave NW & 123 rd St NW. Near the paving seams there are a few significant tire track depressions and bird baths that City Council has reviewed and reported as inferior work. To be addressed in early 2025 as soon as possible.		

Contractor's Endorsement: The above items have been completed and/or corrected.

Contractor: Knife River

Contractor's Signature

Date

cc: Joan Heinen – Clerk
City Council
Shane Nelson, P.E.

Joan Heinen

From: Tom Rush
Sent: Monday, December 02, 2024 3:37 PM
To: Joan Heinen
Subject: Re: Baldwin - 278th & 123rd Project Report #2

Yes let's put this in March so contractor can go out in April to fix this.

Thanks

Sent from my iPhone

On Dec 2, 2024, at 2:26 PM, Joan Heinen <Town.Clerk@baldwintwpmn.com> wrote:

Hi Tom,
Do you want this on an agenda in the spring?

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

From: Matthew Kind <matthewk@haa-inc.com>
Sent: Monday, December 02, 2024 12:26 PM
To: Puhalla, Mike <Mike.Puhalla@kniferiver.com>
Cc: Joan Heinen <Town.Clerk@baldwintwpmn.com>; Shane Nelson <shanen@haa-inc.com>
Subject: Baldwin - 278th & 123rd Project Report #2

Mike,

Attached is Project Report #2. At the last Council meeting I attended on November 18th, I was informed of some inferior paving in the NE corner of the intersection at 123rd and 278th. Bird baths and some tire track damage.

I will circle back on this along with the 120th patch replacement in the spring when they can be addressed.

<image002.png>

Thank you,

Matt

<image001.png>

Matthew Kind, P.E., Senior Project Engineer

3601 Thurston Avenue

Anoka, MN 55303

Phone: (763) 427-5860

<BD302 Project Report #2 12-2-24.pdf>

Joan Heinen

From: mike gwynn <mggwynn@gmail.com>
Sent: Monday, March 10, 2025 8:54 PM
To: Joan Heinen
Subject: frontier trails dmr
Attachments: feb dmr ft 2025.xlsx

We were a little out of compliance because of the extreme cold weather in February. Hoping for better in March. Other than that things are good mechanically.

CITY OF BALDWIN

03/11/25 7:24 AM

Page 1

602 Transactions

2025

February

Last Dim Descr	Search Name	Dr/Cr Amt	Comments
R Revenue			
Late Payments Se	Frontier Trails	-\$118.46	Feb2025FTPayers
Sewer Charges	Frontier Trails	-\$4,269.54	Feb2025FTPayers
Sewer Charges	Frontier Trails	\$414.00	01212025
Sewer Charges	Frontier Trails	\$138.00	02022025
Sewer Charges	Frontier Trails	\$110.00	01032025
Sewer Charges	Frontier Trails	-\$1,540.00	Feb2025FTPayers
Sewer Charges	Credit Card Payments	-\$138.00	Frontier Trails
R Revenue		-\$5,404.00	
E Expenditure			
Electric Utilities	Connexus Energy	\$485.44	Electric
Employer Paid Ins		\$79.04	Labor Distribution
FICA Contributions		\$19.11	Labor Distribution
FICA Contributions		\$12.35	Labor Distribution
Medicare Contribut		\$2.89	Labor Distribution
Medicare Contribut		\$4.47	Labor Distribution
Operating Supplies	Hawkins Inc.	\$2,478.81	Frontier Trails SSD Micro C
Other Professional	Utility Consultants Inc	\$515.46	Frontier Trails SSD Testing
Other Professional	Wastewater Services Inc.	\$650.00	Frontier Trails SSD
Pera Contributions		\$14.93	Labor Distribution
Pera Contributions		\$23.11	Labor Distribution
Repair & Maintena	Utility Consultants Inc	\$515.46	Frontier Trails SSD Testing
Repair & Maintena	Utility Consultants Inc	-\$515.46	Frontier Trails SSD Testing
Repair & Maintena	Marvs True Value	\$185.94	Diverter Valves Drain Field Manhole Cover
Salaries and Wage		\$308.11	Labor Distribution
Salaries and Wage		\$199.09	Labor Distribution
E Expenditure		\$4,978.75	
		-\$425.25	

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MA0064459		

MONITORING PERIOD	
YEAR/MO/DAY	YEAR/MO/DAY
FROM: 2025-02-01	TO: 2025-02-28

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

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

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

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE	PERMIT	REQ		SAMPLE VALUE	PERMIT	REQ				
BOD, Carbonaceous 05 Day (20 Deg C) 80082	*****	*****	*****	Mgal	*****	*****	*****	mg/L	twice per month	Grab	
	*****	*****	*****		*****	*****	*****		twice per month	Grab	
	*****	*****	*****		*****	*****	*****		once per day	Measurement, Continuous	
Flow 50050	*****	*****	*****	Mgal	*****	*****	*****	mgd	once per day	Measurement, Continuous	
	*****	*****	*****		*****	*****	*****		once per day	Measurement, Continuous	
	*****	*****	*****		*****	*****	*****		twice per month	Grab	
pH 00400	*****	*****	*****		*****	*****	*****	SU	twice per month	Grab	
	*****	*****	*****		*****	*****	*****		twice per month	Grab	
	*****	*****	*****		*****	*****	*****		once per day	Measurement	
Precipitation 00193	*****	*****	*****	in	*****	*****	*****		once per day	Measurement	
	*****	*****	*****		*****	*****	*****		once per day	Measurement	
	*****	*****	*****		*****	*****	*****		twice per month	Grab	
Solids, Total Suspended (TSS) 00530	*****	*****	*****		*****	*****	*****	mg/L	twice per month	Grab	
	*****	*****	*****		*****	*****	*****		twice per month	Grab	
	*****	*****	*****		*****	*****	*****		twice per month	Grab	

COMMENTS:

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

STATION INFORMATION:
WS007 (End of Pipe New Drainfield)
Waste Stream

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MA0064459	Phase 2	

MONITORING PERIOD		
YEAR MO DAY	YEAR MO DAY	TO:
2025-02-01	2025-02-28	

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

PARAMETER	QUANTITY		UNITS	CONCENTRATION		UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE		Exception
BOD, Carbonaceous 05 Day (20 Deg C) 00082	SAMPLE VALUE	*****		*****	45	mg/L	twice per month	Grab		
	PERMIT	*****		*****	REPORT					
	REQ.	*****		*****	calendar month average					
Chloride, Total 00940	SAMPLE VALUE	*****		*****	773	mg/L	twice per month	Grab		
	PERMIT	*****		*****	REPORT					
	REQ.	*****		*****	calendar month average					
Nitrite Plus Nitrate, Total (as N) 00630	SAMPLE VALUE	*****		*****	.07	mg/L	twice per month	Grab		
	PERMIT	*****		*****	REPORT					
	REQ.	*****		*****	calendar month average					
Nitrogen, Kjeldahl, Total 00625	SAMPLE VALUE	*****		*****	11	mg/L	twice per month	Grab		
	PERMIT	*****		*****	REPORT					
	REQ.	*****		*****	calendar month average					
Nitrogen, Total (as N) 00600	SAMPLE VALUE	*****		*****	11.4	mg/L	twice per month	Grab		
	PERMIT	*****		*****	10.0					
	REQ.	*****		*****	calendar month average					
Solids, Total Suspended (TSS) 00530	SAMPLE VALUE	*****		*****	30	mg/L	twice per month	Grab		
	PERMIT	*****		*****	REPORT					
	REQ.	*****		*****	calendar month average					

The extreme cold weather diminished our treatment for the month.

COMMENTS:

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

**REQUEST FOR QUOTES
FOR
SSD OPERATING SERVICES**

I. INTRODUCTION

City of Baldwin, Sherburne County (hereinafter, the "City") will receive separate Quotes from qualified firms for operating the following Subordinate Service District (SSD):

- 1) Frontier Trails SSD

II. SCOPE OF SERVICES

The City maintains / operates one SSD system. The City is seeking quotes from MPCA Certified Operator's for maintaining and operating the systems in accordance with the Minnesota Pollution Control Agency (MPCA) Operating permits (attached for reference). The successful Quoter will be responsible for monitoring the systems, reporting to the MPCA, performing maintenance calls, scheduling septic tank pumping, and other related services. The successful Quoter must be available for emergency services 24 hours per day, 7 days per week. In addition, the successful Quoter will be responsible for the financial planning of the systems, including setting service rates for the users, ensuring adequate fund balances, and planning for future expenditures.

III. GENERAL

All quotes are to be submitted to the City by _____. Any quote received after _____ may not be considered by the City Council. Sealed quotes shall be submitted to the City at the following address:

City of Baldwin
30239 128th Street N.W.
Baldwin, MN 55371

Each Quoter must visit the sites of services and inform itself of the conditions relating to the area in which the services shall be performed. Failure to do so will not relieve a successful Quoter of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Quotes.

The City disclaims any and all responsibility for injury to Quoters, their agents or others while examining the work site or at any other time. Quoters are responsible for all of their costs in preparing and submitting quotes hereunder.

The quote must be signed by the Quoter with its full name and address. In addition to the quote for operating each system, each Quoter is required to provide the following information:

- 1) Quoter's name and place of business

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

**REQUEST FOR QUOTES
FOR
SSD OPERATING SERVICES**

- 2) List of Quoter's current employee's including background and certification's
- 3) List of existing clients/references, including:
 - a) Length of time that Quoter has been the operator for the systems
 - b) Size / description of the systems
 - c) Description of the services provided
 - d) Name and phone number of a contact person
- 4) Availability of Service
 - a) Service Hours
 - b) Holiday's
- 5) Copy of Certificate of Insurance

Questions regarding this Request for Quotes should be directed toward Shane Nelson, Engineer, at (763) 427-5860 or Jay Swanson, Mayor, at (763) 631-8545.

IV. ACCEPTANCE/REJECTION

The City reserves the right to waive any informalities in quotes, to accept any quote and to reject any or all quotes, should it be deemed in the best interest of the City to do so.

Date: _____

ADDENDUM NO. 1
TO
REQUEST FOR QUOTES
FOR
SSD OPERATING SERVICES

CITY OF BALDWIN
SHERBURNE COUNTY, STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

It is the intent of this Addendum to supplement, clarify, or supersede the Request for Quotes for Operating Services. The following are additions and / or changes:

1. City of Baldwin is seeking a "Turn Key" provider. Quoter shall have the capability to fully operate the SSD system, including the financial planning, at the current time.
2. The quoter shall submit a schedule of hourly rates for each employee classification.
3. Quoter shall submit a narrative describing the proposed approach for financial planning of the systems. In addition, Quoter shall provide an example of a financial plan which illustrates the level of detail that would be provided to the City of Baldwin (example can be an existing financial plan prepared for another client with a comparable system).
4. Quoter shall provide proposed costs for operating the systems, with the following components:
 - a.) Monitoring – Routine monitoring, meeting the permit requirements, operating the systems, and providing on-going financial planning. Shall also include a nominal fee for coordinating mowing, septic tank pumping, and other related services. Separate annual costs shall be provided for each of the systems.
 - b.) Maintenance – Proposed cost for regularly scheduled maintenance. Separate annual costs shall be provided for each of the systems.
 - c.) Emergency Repair and Service Call – Provide a proposed charge per occurrence.
 - d.) STEP Inspections – Provide a charge for performing STEP inspections per occurrence.

ADDENDUM NO. 1
TO
REQUEST FOR QUOTES
FOR
SSD OPERATING SERVICES

CITY OF BALDWIN
SHERBURNE COUNTY, STATE OF MINNESOTA

5. Quoter shall provide a statement indicating whether or not he/she carries Pollution Liability insurance.
6. Detailed plans of the systems are available at the City Hall for viewing upon request. Please call City Clerk Joan Heinen, (763) 389-8931, to schedule an appointment to view the plans.
7. _____ Year End reports for each of the systems are attached.
8. Asset Listing statements are attached.
9. Information regarding building permits is attached.

All revised quotes are to be submitted to the City by _____. Sealed revised quotes shall be submitted to the City at the following address:

City of Baldwin
30239 128th Street N.W.
Baldwin, MN 55371

END OF ADDENDUM NO. 1

Date: _____

Joan Heinen

From: Shane Nelson <shanen@haa-inc.com>
Sent: Tuesday, February 25, 2025 2:53 PM
To: Joan Heinen
Cc: Amy Jones
Subject: FW: Wastewater RFP
Attachments: CT901 CSTS Quotes.doc; CT901 CSTS Quotes - Addendum 1.doc

Joan,

Please see attached for the RFP issued for Credit River in 2009. This is the most recent RFP for CSTS Wastewater Operating services. The City received 3 qualified responses, as follows:

- Ecocheck (now NSU) – Ham Lake MN
- Advanced Septic – Northfield MN
- Petersen Management Company – Fredonia WI

The City also received a response from People Services indicating that they were not submitting a proposal and also received a response from Water in Motion indicating that they do not have experience in wastewater operations but would be interested in submitting a proposal.

Shane

From: Credit River City Clerk <clerk@creditrivier-mn.gov>
Sent: Tuesday, February 25, 2025 2:10 PM
To: Eric Johnson <cityadmin@creditrivier-mn.gov>; Shane Nelson <shanen@haa-inc.com>
Subject: FW: Wastewater RFP

From: webmaster@govaccess.org <webmaster@govaccess.org>
Sent: Tuesday, February 25, 2025 2:04 PM
To: Credit River City Clerk <clerk@creditrivier-mn.gov>
Subject: Wastewater RFP

Message submitted from the <Credit River, MN> website.

Site Visitor Name: Joan Heinen
Site Visitor Email: city.clerk@baldwinmn.gov

Hello,
Do you have a RFP for a Wastewater Manager?
Thank you.

INVOICE



DATE: March 10, 2025

**31835 124th St
Princeton, MN 55371
Phone: 763-631-9226
Fax: 763-631-9227**

BILL TO: Baldwin City

[illegible]

NEW

Steel
FrameTHIS one
HAS CABINETS

BILL OF SALE

DATE: 3/10/2025

STOCK #: 202875

BUYER INFORMATION:		SELLER INFORMATION:	
BALDWIN CITY		B & L CUSTOM TRAILERS INC	
PRINCETON, MN 55371		31835 124TH ST	
HOME: WORK: COUNTY: CELL:		PRINCETON, MN 55371	
D.L./STATE ID #: STATE: MN EXP. DATE:		763-631-9226	
D.O.B.:		SALESPERSON:	
VEHICLE INFORMATION:		VIN: 1T9LT2822SE661034 MILEAGE: EXEMPT	
YEAR: 2025 COLOR 1: WHITE		STYLE: Enclosed LICENSE #:	
MAKE: TEAM SPIRIT COLOR 2:		CYL: STATE:	
MODEL: TSCFTS-10228T2 BODY: TRAIL		TRANS: N STOCK: 202875	
TRADE-IN INFORMATION:		SETTLEMENT	
YEAR: COLOR:		VEHICLE PRICE 19,990.00	
MAKE: MILEAGE:		N/A	
MODEL: BODY:		SUBTOTAL 19,990.00	
VIN:		Sales Tax: 1,374.31	
BALANCE OWED TO:		Registration Tax: 21.00	
BALANCE OWED: \$ 0.00 GOOD THROUGH:		Plate Fee: 13.50	
ALLOWANCE: \$ 0.00 QUOTED BY:		Public Safety Vehicle Fee: 3.50	
		Transfer Tax: 10.00	
INSURANCE INFORMATION:		Title / Transfer Fee: 8.25	
COMPANY:		State / Deputy Filing Fee: 12.00	
AGENT:		Lien Recording Fee: N/A	
PHONE: POLICY #:		Wheelage Tax: N/A	
LIEN HOLDER INFORMATION:		Late Transfer Penalty: N/A	
COMPANY:		Title Technology Surcharge: 2.25	
STREET:		Local Office Surcharge 1.00	
CITY, STATE, ZIP:		Payoff on Trade-in: N/A	
REMARKS:			
VEHICLE WARRANTY:			
☐ Express Warranty. This vehicle is sold with an express warranty provided to you separately. You also may obtain a written copy of such warranty from the dealer upon request.			
☒ No Express or Implied Warranty. AS IS: This vehicle is being sold "AS IS - WITH ALL FAULTS". Buyer assumes the entire risk as to the quality and performance of the vehicle. Unless Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the manufacturer may provide. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such vehicle and the related products and services.			
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.			
		TOTAL DUE 21,435.81	
		TRADE-IN ALLOWANCE N/A	
		DEPOSIT N/A	
		DOWN PAYMENT N/A	
		TOTAL CREDIT 0.00	
		BALANCE DUE 21,435.81	
		If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).	

Buyer hereby declares that they are of legal age to transact business and that no unfair inducement has been made by Seller. This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

X 3/10/25 X 3/10/25 X N/A
Accepted by Authorized Representative of Seller Date Buyer Date Co-Buyer Date

CUSTOM TRAILERS BY
Team Spirit

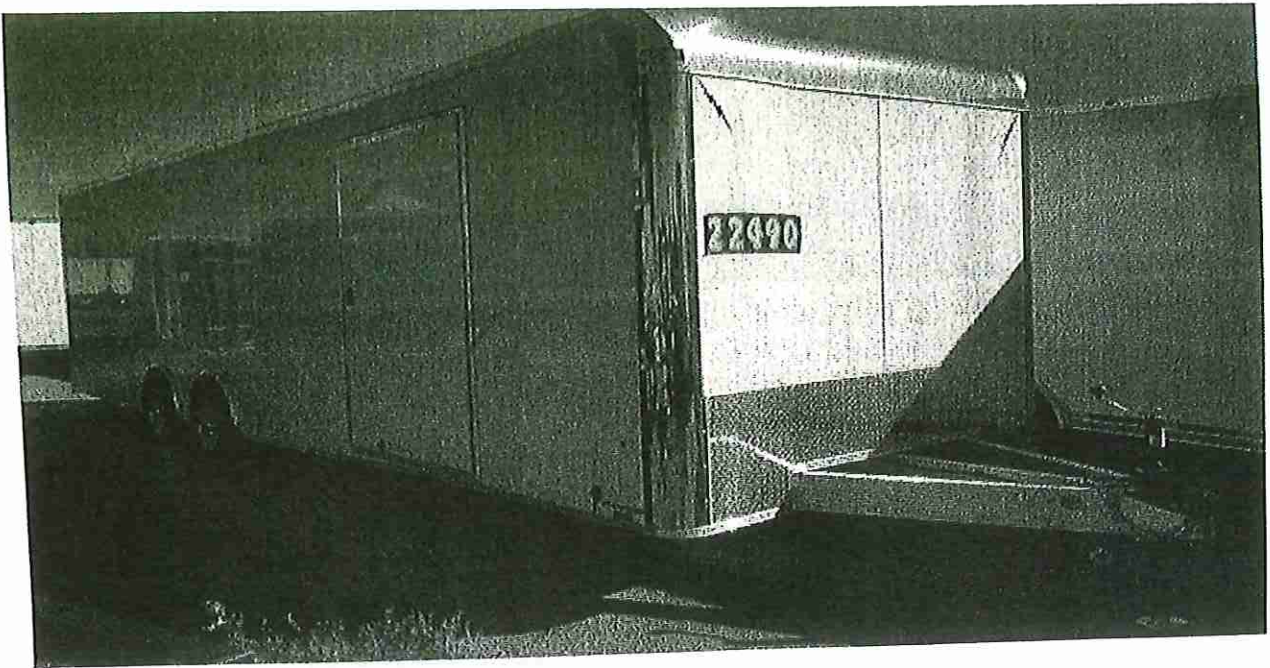
19990







©2022 Frazer Computing, LLC



2024 28' Lightning Car Trailer

\$22,490.00

All Aluminum Frame

Torsion w/EZ Lube Hubs

Rear Ramp Door w/Spring

LED Lights

Screwless .030 Exterior Aluminum

4 D-Rings

Aluminum Stoneguard

Interior Stepwell

Aluminum Wheels

110V Electrical Pkg (30 Amp Breaker Box, 1 Interior Recept & 2-48" Fluorescent Lights)

Flat Front w/Cast Corners & SS Uprights and Cap

5200# Axles

9800 GVWR

2 5/16 Coupler

85" Ramp Door Opening

2-12V Dome Lights w/Switch

Tongue Jack

72" Beavertail

3/4" Floor

Seamless Aluminum Roof

Sidewall Vents

48" Side Door

54" Spread Axle

White Vinyl Walls & Ceiling

82" Interior Height

Electric Brakes

Weights 3200lbs

16" O/C Floor & Walls









You love your car. The best engine, the best tires, the best brakes. Well, we have an aluminum race trailer that lives up to your exacting standards: the EDGE(r) ALX. You'll look good all the way to the track and know that your car and your other equipment will arrive safe and sound. All-Aluminum construction results in a lighter trailer for increased fuel economy and increased haulir capacity and the EDGE(r) ALX won't rust even on the saltiest roads, so your trailer will keep looking great race-after-race, year-after-year. ...

Standard Features

All-Aluminum Hardware

Fully Integrated, All Tube, Roof & Sidewall Design

1-Piece Aluminum Roof

Polished Aluminum Front Cap

Polished Aluminum Corner Castings

Wide Extruded Aluminum Top/Bottom Trim

3/4" PlexCore High Performance Decking

24" ATP Stoneguard

Goodyear Radial Tires (except 7,000 lb. axles)

Spread Axle Design

Rear Ramp Door with Spring Assist

5,000 lb. D-Rings with Welded Plate (4)

16" OC Floor Crossmembers

16" OC Vertical Posts

6-Year Limited Warranty

.030 Aluminum Exterior - Bonded (No Screws)

36" Side Door w/ Flush Lock

Aluminum Door Hold Backs

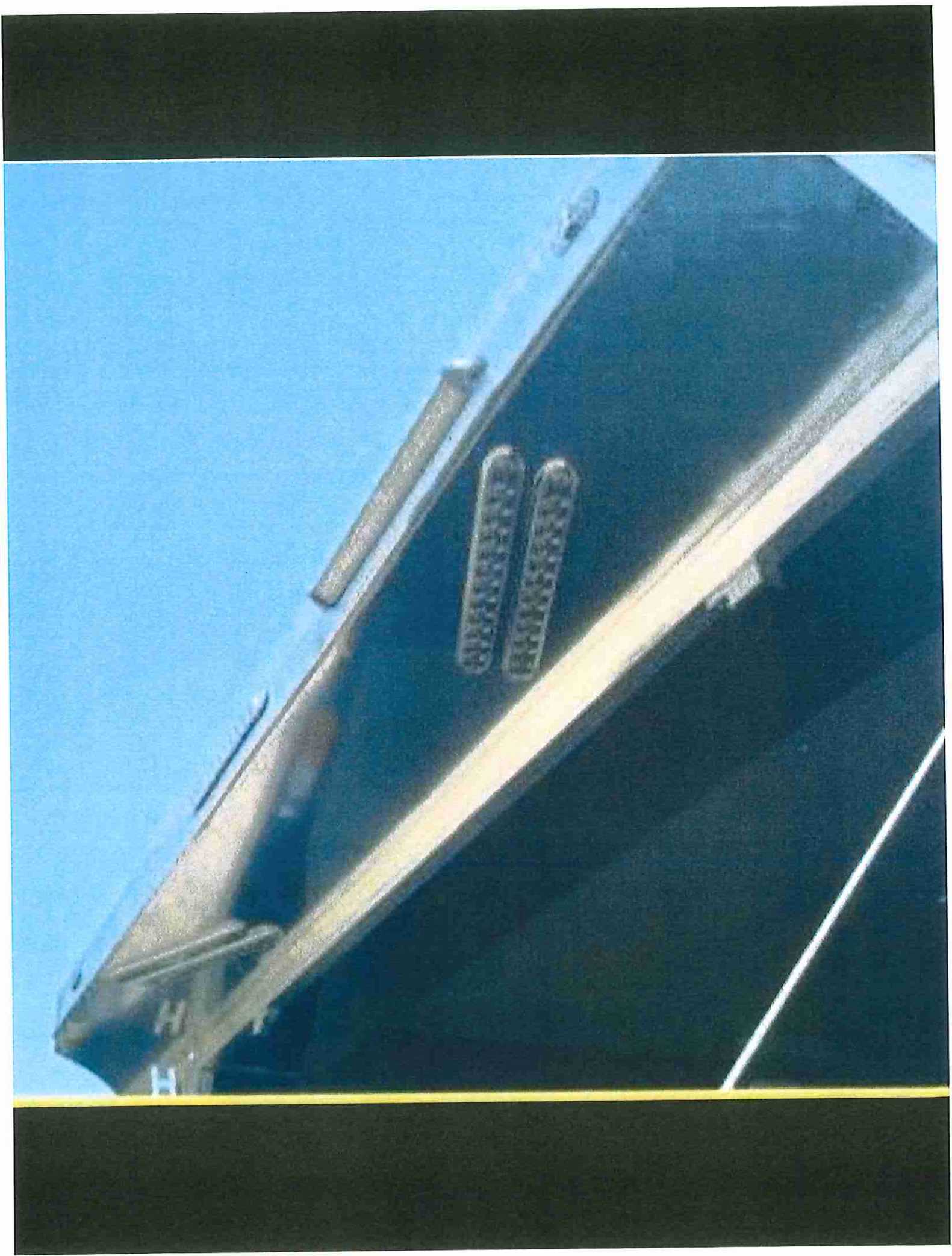
Flat Front/Flat Roof Design

16" OC Tube Roof Structure























TIRE AND LOADING INFORMATION RENSEIGNEMENTS SUR LES PNEUS ET LE CHARGEMENT

The weight of the Cargo should never exceed 2625 Kgs
Le poids du chargement ne doit jamais dépasser 2625 Kgs

TIRE PNEU	SIZE DIMENSIONS	COLD TIRE PRESSURE PRESSION DES PNEUS A FROID	SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION VOIR LE MANUEL DE L'USAGER POUR PLUS DE RENSEIGNEMENTS
FRONT AVANT	ST225/75R15E	551 KPA (80 PSI)	
REAR ARRIERE	ST225/75R15E	551 KPA (80 PSI)	
SPARE DE SECOURS	ST225/75R15E	551 KPA (80 PSI)	

MANUFACTURED BY/FABRIQUE PAR: American Cargo Group of UT, Inc. Date: 04/29/2021

MODEL/MODELE: EGALXHS24T3

Ogden, UT

GROSS/POIDS: 4530 KG (9990 LB)

801-621-3637

SERIAL NO: 7ADN007352

GVWR (EACH AXLE) PNE (CHAQUE ESSIEU): 2267 KG (5000 LB)

TIRE/PNEU: ST225/75R15E REM/ANTEN: 15 X 6J

COLD INFL PRESS/PRESS DE GINFL A FROID 551 KPA (80 PSI)

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE. THIS VEHICLE CONFORMS TO ALL APPLICABLE STANDARDS PRESCRIBED UNDER THE CANADIAN MOTOR VEHICLE SAFETY REGULATIONS IN EFFECT ON THE DATE OF MANUFACTURE. CE VEHICULE EST CONFORME A TOUTES LES NORMES CANADIENNES APPLICABLES EN VERTU DU REGLEMENT SUR LA SECURITE DES VEHICULES AUTOMOBILES DU CANADA EN VIGUEUR A LA DATE DE SA FABRICATION.

ORDER: 283459



Millennium Trailers, Inc.
800-978-7223

QUOTE

QUOTE #:	MTRQ151365
DATE:	Mar 12, 2025

Prepared For:

Alan Walker
Alan Walker
, MN

Prepared By:

zach@milltrailers.com
317-222-1400

Color: Year 2025

Phone 7632257169

Qty	Description	Part Number	Unit Price	Ext. Price
1	STAR BUMPER PULL 8.5'W X 28'L TANDEM 6000# AXLE	ST8528TA4	\$20,044.00	\$20,044.00
1	STAR TAG 8.5 WIDE TANDEM 6000# AXLE STANDARD FEATURES: 6000# TANDEM DROP SPRING AXLES ELECTRIC BRAKES 6" TUBE FRAME CROSS MEMBERS @ 16"O.C. TUBE REAR END (CORNERPOST, REAR X-MEMBER & REAR HEADER) TUBE WALL POSTS @ 16"O.C.--STD INT. HGHT 6'7" TUBE ROOF MEMBERS @ 16"O.C. 2-5/16" COUPLER TRIPLE TUBE TONGUE 5000# ZINC TONGUE JACK W/SANDFOOT ST235/80R16/LRE RADIAL TIRES BLACK MOD WHEELS ALUMINUM ROOF CLEAR LENS LED EXTERIOR LIGHTING LED STRIP TAIL LIGHTS LED EXTERIOR REAR HEADER LOADING LIGHT W/12V SWITCH ANODIZED FRONT CORNERS W/ J-RAIL SCREWED DOWN 24" ATP STONEGUARD WRAPPED AROUND FRONT CORNERS VHB FASTENERLESS EXTERIOR METAL 3/8" ENGINEERED SIDEWALLS 3/4" ENGINEERED FLOORING DOUBLE REAR DOORS W/ INTERIOR MILL FINISH ALUMINUM LINER 36" X 72" T SIDE DOOR W/ FLUSHLOCK (2) LED DOME LIGHTS (1) 12V WALL SWITCH @ C/S DOOR (1) PAIR ABS FLOW THRU SIDEWALL VENTS FRONT R/S HIGH, REAR C/S LOW CONSPICUITY TAPE ** OPTIONS ADDED MAY CHANGE OVERALL TRAILER SPECIFICATIONS**	ST-STF-8-TA-6	\$0.00	\$0.00
1	DRAFT PACKAGE- 28' (TA3/TA4 ONLY) (1) HEAVY DUTY RAMP DOOR W/FLAP (1) RUBBER HINGE COVER BEAVERTAIL (4) 5000# RECESSED FLOOR D-RINGS WHITE VINYL WALLS		\$3,895.00	\$3,895.00

Qty	Description	Part Number	Unit Price	Ext. Price
	WHITE VINYL CEILING TORSION AXLE UPGRADE	ST-99-045		
28	6" EXTRA HEIGHT/LTF	ST-01-001	\$24.00	\$672.00
1	ELECTRICAL PACKAGE "A".1(INCLUDES) - (4) 14" 12V LED SURFACE MOUNT LIGHTS - (1) 12V WALL SWITCH - (3) 110V INTERIOR RECEPTACLES (1 Dedicated to Converter) - (1) 30AMP PANEL WITH MOTORBASE PLUG (NO LIFELINE) - 45AMP CONVERTER W/BATTERY CHARGER - 12V BATTERY & BOX (INTERIOR) * REQUIRES CEILING LINER AND CEILING COVE	ST-99-165	\$1,490.00	\$1,490.00
2	BLACK EAGLE ALUMINUM WHEELS TA4/PER AXLE	ST-04-226	\$360.00	\$720.00
28	WHITE .030 EXTERIOR METAL	ST-02-012	\$0.00	\$0.00
			Total	\$26,821.00

IMPORTANT NOTE: Your custom trailer will be built with the above specified items only. Please carefully review before signing. Please note, any item not listed will not be included on your custom trailer order. This proposal requires Management Approval before it is binding. All proposed prices are subject to change without notice. CHANGE ORDERS: Verbal, text msg. or emailed changes will not be honored. Any changes will require new signed documents from both parties to be valid. Without new signed documents the trailer will be built as initially proposed. INITIALS _____

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:

- I. 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



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

Reference No.
QT 93314

**** QUOTATION ****

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

ATTN: BROOKS NEAGLE

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

Serial No.

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

Build Instructions LEAD TIME: ALLOW UP TO 15 WEEKS ARO

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

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9904836	Scraper FALLS IBR-10A 1" Moldboard, w/12" Bolt-On Extension (11' total), LESS CUTTING EDGES	\$14,795.00	\$14,795.00
1	9902873	VBL 78531WPTSB-PK 7/8" X 5" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: Scraper Application - - shipped loose	\$279.00	\$279.00
2	9902874	VBL 78541WPTSB-PK 7/8" X 5" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel **NOTE: Scraper Application - - shipped loose	\$353.00	\$706.00
1	9902953	Wing Falls RHSDL11A-STDPB Primed LESS CUTTING EDGES	\$11,902.00	\$11,902.00
1	9901431	Wing Falls RL (REAR LIFT) up charge SDL WING	\$626.00	\$626.00
1	9903057	Plow Falls PR1243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES	\$9,341.00	\$9,341.00
1	9904688	Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system **Note: No Extra Charge		
1	9900477	Wing Falls Hwy Orange - Paint Moldboard	\$447.00	\$447.00
1	9900555	Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$4,319.00	\$4,319.00
1	9900625	Plow Push Unit Falls 24/44 Series Std	\$1,265.00	\$1,265.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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

Reference No.
QT 93314

**** QUOTATION ****

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

ATTN: BROOKS NEAGLE

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	1/23/25	1/23/25	0/00/00
Serial No.					

1 9900637 - Plow Falls High Visibility Marker Set	\$151.00	\$151.00
1 9900639 - Plow Falls 1/2" x 12" Standard Rubber Belt Snow Deflector Kit - Installed	\$489.00	\$489.00
1 9900641 - Plow Falls Parking Stand - Screw Adj Style	\$377.00	\$377.00
1 9900685 - Plow Falls Hwy Orange Paint, Rev Plow, for Ship Out	\$694.00	\$694.00
1 9902871 - VBL 3/4" x 6" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade **NOTE: Wing application - - shipped loose	\$242.00	\$242.00
5 9902872 - VBL 3/4" x 6" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade **NOTE: (3) for front plow application, (2) for wing application - - shipped loose.	\$323.00	\$1,615.00
1 SPECIAL NOTE - Special Note: The main mounting groups for the plow hitch and wing will be shipped in raw steel finish, and will require fitup/welding & paint during the upfit. Cutting edges will be shipped loose less fasteners.		

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

Accepted by

Date

SIGN HERE

Price: \$47,248.00

Total Discounts:

Net Cost: \$47,248.00

Freight

Total: \$47,248.00

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

1. SCOPE AND VALIDITY

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

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

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

2. OFFERS, ORDERS AND CONFIRMATION

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

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

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

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

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

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

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

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

3. PRICES

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

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

4. PAYMENT TERMS

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

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

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

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

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

5. SECURITY INTEREST

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

6. OBLIGATIONS OF CUSTOMER

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

7. DELIVERY AND ACCEPTANCE

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

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

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

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

8. EXAMINATION AND CONFORMITY TO ORDER

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

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

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

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

9. LIMITED PRODUCT WARRANTY

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

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

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

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

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

10. LIMITATION OF LIABILITY

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

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

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

11. CONFIDENTIALITY

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

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

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

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

12. INTELLECTUAL PROPERTY

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

13. FORCE MAJEURE

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

14. MISCELLANEOUS

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

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

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

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

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

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

15. ENTIRE AGREEMENT; CONFLICTS.

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

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

16. APPLICABLE LAW AND JURISDICTION

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

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

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

Joan Heinen

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

Zac,

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

Thanks,

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

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

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

Brandon,

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

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

Thanks,
Zac



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

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

Quote Response Form

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

Taken By: Brandon Oachs

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

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

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

LCC3366

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

List Truck Type Box Fits Tandem Axle

Box Style Elliptical Crossmemberless.

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

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

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

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

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

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

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

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

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

Is Installation included in price? Yes ☒ or No ☐

Is Box Painted? Yes ☒ or No ☐

Warranty Information 24 Months from "in service" date

Includes:

NOTES:

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

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

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

1.1 - Air operated tailgate latch

1.2 - Box Vibrator - Cougar DC 3200

1.7 - Installation of Body

1.8 - Installation of Air Trip

1.9 - Installation of Vibrator

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



Quote Response Form

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02/05/2025 04:46 PM

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

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

1.264 - Frame Paint Black after Equipments Installed

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

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

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

1.016 - J-Craft High & Slide Tailgate

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

Two Split Each Side for Sander Lines

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

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

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

Hoist:

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

Class & type NTEA Class 90, Type IV Telescopic

Rated capacity 30 tons

Maximum PSI operating pressure 2000 PSI

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

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

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

Is installation included in price? Yes ☒ or No ☐

Warranty Info 24 Months from "in service" date

Includes:

2.6 - CS130-5.5-3 DOUBLE ACTING

2.11 - Installation Price Include all Parts & Labor

2.12 - 48" J-CRAFT HOIST STABILIZER

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

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

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

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

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

Quote Response Form

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

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

Taken By: Brandon Oachs

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

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



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PRINCETON MN 55371

Taken By: Brandon Oachs

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

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

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

Includes:

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

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

Includes:

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

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

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

Auger size 9" Auger

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

number of spinners Single Left Hand Spinner

Warranty Information 24 Months from "in service" date

Includes:

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

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

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

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

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

Pump Drive Description Automatic Transmission Mounted PTO

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

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

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

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

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

Fluid Type ATF (equivalent to Dexron III)

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

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

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

Warranty Information 24 Months from "in service" date

Includes:

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

9.7 - 4020LS VALVE 9 FUNCTIONS INSTALLED

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

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

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

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

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

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

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

9.85 - (ADDER) for Auto Reverse Scraper Lift

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

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

Switch Layout:

Dash:

- Plow Lights

- Strokes

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

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

- PTO

On Control Tower:

- Air Trip on Hoist Stick

- Vibrator Push Button Mounted off Tower facing drivers seat

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



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PRINCETON MN 55371

Taken By: Brandon Oachs

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

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

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

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

Vertical Tongue Weight 18,000 lbs

Horizontal Tongue Weight 90,000 lbs max Gross Trailer Weight

Latching Tensile Strength 20,000 lbs

Rated Capacity 90,000 lbs max Gross Trailer Weight

Is Installation included? Yes ☒ or No ☐

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

Note: Truck Must come w/Tractor Pkg

Warranty Information 24 Months from "in service" date

Includes:

7.2 - Installation of Pup Hitch

7.21 - 7 contact RV socket Installed

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

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

Plate Flush or just in to weld

Rear Wing Support off Right Side of Plate

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

EA	1.00	2333662	CAMERA PKG-RV-805A-7"-HD-INST	1,319.00	1,319.00
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1.269 - RV-805A-Series HD Night Vision Camera System with 7.0" Touch Screen LCD Monitor Installed.

7" Screen Mounted off Side of Pedestal with 5100EX Sander Screen and Camera for Wing Mounted off the strobe tube facing Wing.

EA	1.00	2333663	ADDTL CAMERA, DVR-916-AHD-NIGHT VIS-INST	416.00	416.00
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1.270 - RV-805A-Series HD Night Vision Additional DVR-916-AHD Camera, Installed.

Second Camera for Backup Camera Mounted at Back Left Rear Corner Post Wired to Reverse Signal.

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

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

Note:

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

ISO 9001:2008 CERTIFIED

J-Craft is certified as a NTEA MVP member.

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

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

Municipal Terms of Sale:

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

PO# _____

Accepted By (Print): _____

Accepted By (Signature): _____

Date: _____

Note: If Changes need to be made after PO is submitted we will need a revised PO reflecting the changes.

Visit us online at www.j-craftinc.com/

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.



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

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

Customer: Baldwin Township



Jobsite: Playground Area, Princeton

ARC Irrigation is a Certified Contractor. Our business has two million dollar liability insurance, workman's comp, and is fully bonded. We are current with our Power Limited Technician License and we are a Licensed Technology Systems Contractor.

Here are some details on our services:

Fertilization and Weed Control: Lawn Applications of liquid or granular fertilizer with crab grass and broad leaf control. Lime and grub control application are also available, please call for pricing.

Lawn Aeration: Enhances soil water and fertilizer uptake for healthier lawns.

Please fill this form out and send back to **ARC Irrigation at 330 N Emerson St, Cambridge, MN 55008**. You may also email us at info@arcirrigationmn.com. By confirming what services you would like this year, it helps us to promptly get you on the schedule and complete those services which you require. For questions or for scheduling you can contact us by calling us at (763) -552-7915 or (763)-689-5569. We would like you to know how much we appreciate your business. We thank you for your loyalty in the past years and look forward to seeing you this spring.

Please update our records:

Company Name: _____

Contact Person: _____

Location Address: _____ City: _____ Zip: _____

Billing Address: _____ City: _____ Zip: _____

Work Number: _____ Email: _____

All prices shown above include sales tax, gas, labor, and equipment charges

Fertilizing & Weed Control: \$ 380.00

Of Applications: _____

*All Vegetative control + Preemptive
for trails \$ 735.00*

Lime Apps:

Of Applications: _____

Grub Apps:

Of Applications: _____

Lawn Aeration:

Please return in March or contact us to ensure your services for the season.

Customer: Baldwin Township Ballfield



Jobsite: Ballfield, Princeton

ARC Irrigation is a Certified Contractor. Our business has two million dollar liability insurance, workman's comp, and is fully bonded. We are current with our Power Limited Technician License and we are a Licensed Technology Systems Contractor.

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Contact Person: _____

Location Address: _____ City: _____ Zip: _____

Billing Address: _____ City: _____ Zip: _____

Work Number: _____ Email: _____

All prices shown above include sales tax, gas, labor, and equipment charges

Fertilizing & Weed Control: \$ 202.00

Of Applications: _____

Lime Apps:

Of Applications: _____

Grub Apps:

Of Applications: _____

Lawn Aeration:

Please return in March or contact us to ensure your services for the season.

Customer: Baldwin Township Goose Lake Park



Jobsite: Goose Lake Park, Princeton

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Lawn Aeration: Enhances soil water and fertilizer uptake for healthier lawns.

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Please update our records:

Company Name: _____

Contact Person: _____

Location Address: _____ City: _____ Zip: _____

Billing Address: _____ City: _____ Zip: _____

Work Number: _____ Email: _____

All prices shown above include sales tax, gas, labor, and equipment charges

Fertilizing & Weed Control:

Of Applications: _____

*All Vegetative control & Preventive
for Trails \$ 295.00*

Lime Apps:

Of Applications: _____

Grub Apps:

Of Applications: _____

Lawn Aeration:

Please return in March or contact us to ensure your services for the season.



BALDWIN CITY COUNCIL REGULAR MEETING

FEBRUARY 24TH, 2025

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

Jeff Holm arrived at 7:45 p.m.

Also Present – City Attorney; Bob Ruppe from Couri & Ruppe and City Engineer; Matt Kind from Hakanson Anderson

Call to Order – The February 24th, 2025 regular meeting of the City of Baldwin was called to order by Mayor Jay Swanson at 7:00 p.m.

Pledge of Allegiance – All present recited the Pledge of Allegiance

Prayer Request from Delmas Hines

Additions/Corrections to Agenda

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

January 2025 final Treasurer's Report – Beginning balance of \$975,411.07, Receipts of \$84,258.22, Disbursements of \$365,634.74; Check Numbers 28264 – 28317 and 49 EFT Payments which includes the Fire Department Payroll in January. This leaves an unaudited ending balance of \$694,034.55.

February 2025 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$694,034.55, Receipts of \$165,562.54, Disbursements of \$188,743.24, leaving an unaudited balance of \$670,853.85.

Public Comment Requests:

- Larry Doose: 900 Airport Road, Princeton – Mr. Doose attended the City Council meeting tonight to discuss the road agreement on 136th Street. Mr. Doose would like to limit the responsibility of Sylva Corporation for 136th Street only for the northern section of approximately 700 feet from County Road 3. Mr. Doose communicated that the business on this road has been scaled back to select vendors and not to include residents. Entrance will be designed for trucks to enter into the north only off of County Road 3. **Case/Walker unanimous to approve** City Attorney, Ruppe, to work on modifying 136th Street road agreement. This would be for 700 feet responsibility to Sylva Corporation and a resolution, if needed, for weight restrictions. City Engineer, Kind, to work on weight restriction signage.
- Anita Schneider: 14151 296th Circle NW – Questions about voting on the Fire Department ladder truck. Anita was at the February 10th, 2025 reconvened

meeting when the vote failed for the aerial apparatus infrastructure equipment/ladder truck for the fire department. The vote failed due to a 2-2 tied vote. Anita was under the impression that Roberts Rule was followed for Baldwin's City Council meetings. City Attorney, Ruppe, stated that Roberts Rule has not been adopted by the City Council. City Attorney, Ruppe, stated that the Council can govern the city as they feel appropriate.

Approval of Consent Agenda – Case/Walker unanimous to approve.

- Approve Claims List – Check Numbers 28346 – 28390 for \$104,913.97 and 7 EFT Payments for \$4933.66 for a total of \$109,847.63.
- Approve City Council Meeting Minutes for February 3rd, 2025 and Reconvene City Council Meeting Minutes for February 10th, 2025.

Engineering:

Discuss Soil Borings on 100th and 297th Street – City Engineer, Kind, indicated that additional soil borings were scheduled to be drilled Tuesday, February 11th, 2025. Due to the extreme cold, this did not get done. Braun is scheduled to drill for soil borings on February 25th, 2025 and the soil borings will be sent to Kind, the City Engineer. Braun is doing 10 new soil borings on these roads. There are several troubled areas and sinkholes on these roads. Baldwin's Public Works Supervisor, Zac Good, has been in contact with the City Engineer in the past regarding these areas. These areas previously communicated to our City Engineer by our Public Works Supervisor, Good, are South of 29038 100th St. West side of road 2 locations (75' sinkhole area), Re-drill near 29239 100th St. West side of Rd., East of 10659 297th Ave. South side of Rd. and 297th Avenue and 104th Street on the northside of the road and west of the intersection. Swanson questioned if 10 soil borings were enough and City Engineer, Kind, indicated it is enough based on previous soil borings.

Discuss Stormwater Projects for Sandy Lake and Lake Diann – City Engineer, Kind, received reviews and comments from Bogart & Pederson and they offered responses to the comments and recommendations that have been made in the review. Kind recommends Bogart & Pederson facilitate the request for proposals (RFP) since they completed the original plans. The Council agreed that Bogart should do the RFP's. Swanson said that the curve and gutter should be concrete. This is a cost share with Sherburne County Soil and Water (SWCW). Rush indicated that SCSW was to pay the engineering. Kind indicated that on the Lake Diann side there is an apron that is asphalt. This is to be replaced with concrete as well per the City Council.

Jeff Holm arrived at 7:45 p.m.

Discuss Culvert Repairs on 305th Avenue – Rush spoke that he is following up on the culvert repairs on 305th avenue from last fall. There were 4 culverts that dropped and they need to be replaced this spring. The culverts will need to be removed and replaced with the appropriate grade. Last fall the City Engineer, Kind, received the design plan for the removal and replacement of the culverts along with limited ditch grading. Kind is

asking if he can send these design plans out to get Request for Proposals. City Engineer, Kind, indicated that he has a list of contractors from Rush and the Public Works Supervisor, Good. Kind stated if the Council had any other recommendations for contractors that Kind should be reaching out to, that the Council should let him know.

Discuss MSA Funding – City Engineer, Kind, explained the 2 options for maintenance funding distribution of MSA funding. The default provision the city can get is \$1500.00/improved mile. The other option is 25% of the total annual distribution which the vast majority of cities opt for. The 25% maintenance distribution is received every year regardless of if the city has a road project or not. The 25% maintenance received yearly can be used for any road expenses and is not tracked by the State of Minnesota. For the construction distribution, the city must have a project that has begun construction activity to request any of the annual 75% allotment. The other 75% gets banked and doesn't ever go away per City Engineer, Kind. Kind indicated you can borrow for up to 5 years against the MSA Funding. An example of this would be if a city had large road projects. You cannot request money until a project has begun construction activity in order to get the remaining 75% allotment. City Attorney, Ruppe, indicated you can pledge the money up to 10 years to service the debt service fund.

Discuss 278th, 120th and 123rd Punchlist for Pavement and Culverts Repairs – Rush brought this up because of the pavement and culvert repairs needed in this area. The culverts were repaired in this area and additional repairs need to be done this spring. Kind indicated he doesn't have any concerns on the culvert flow, he does not have any concerns in this area and believes that nature will take care of this area. Kind indicated that Knife River will want to be paid for the pavement repair but this is corrective repairs and Hakanson Anderson is disputing these charges with Knife River.

Frontier Trails Update:

The Clerk received an email from Wastewater Manager, Mike Gwynn, stating the numbers look good for January 2025. Gwynn went on to state with the cold weather in February, the treatment is not as good and the limit for total nitrogen may need to be looked at.

The financials for Frontier Trails show total receipts of \$4228.80 and disbursements of \$55,033.95 which is due to the first bond payment in 2025. This leaves a negative balance for the month of January 2025 of \$50,805.15.

Road Report:

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

Discuss/Approve/Disapprove 2024 Freightliner Plow Truck Change Order – With the revised change order, the price was reduced by approximately \$3000.00. The quote from Towmaster truck is \$47,248.00 and the quote from J-Craft is \$100,377.00. Towmaster quote is 15 weeks, so the middle of May for the plow gear. The truck build would then be slotted for a June/July 2025. Baldwin's Public Works Supervisor communicated that this timeline is probably going to be extended until

September or October. City Attorney, Ruppe, discussed that the City should look into Sourcewell out of Staples, MN. City Attorney, Ruppe, does not recommend Towmaster due to the liability that is stated in their contract. The City has the truck, just not the components. **Rush/Walker unanimous to table** until the March 3rd, 2025 City Council meeting in order for Public Works Supervisor, Good, to reach out to Sourcewell.

Discuss Enclosed Trailer for Public Works – Walker spoke that having an enclosed trailer for Public Works would be more efficient for putting signs in and lawn mowers for parks and cemetery. Swanson asked what size and Walker indicated 26 feet. Case asked new or used and Walker indicated new. Rush stated that we should look into used trailers as well. Walker to bring pricing back to the March 17th, 2025 City Council meeting. Swanson would like to see used and new pricing.

Discuss/Approve/Disapprove EMS Sign Charge Changed from \$30.00 to \$35.00 – Pricing from M-R Sign increased from \$30.00 to \$31.70. Pricing could increase due to tariffs. **Rush/Walker unanimous to approve** EMS sign increase to \$35.00 per sign.

Discuss/Approve/Disapprove EMS Signs Changing from Baldwin to the City of Baldwin – Case/Rush unanimous to approve all new EMS signs to continue to read Baldwin.

Discuss Obstructions in Road Right of Way – Rush spoke of obstructions in the road right of way. Rush stated that steel poles, cement and any obstructions should be removed due to safety of residents and snowplowing. Baldwin's City Attorney, Ruppe, said that it is the responsibility of the City to send letters and enforcement of obstructions in the road right of way. Rush would like Baldwin's Facebook page, website and newsletter to include communication on obstructions in the road right of way and the immediate need to be removed due to safety. Case indicated that we need to protect the City when there is obstructions in the road right of way. If Public Works or a Snowplow Driver sees these obstructions, they need to bring this to the attention of City Staff. Swanson would like the concrete slab removed at PID# 01-00551-0235. This is a safety issue and should be removed immediately. **Case/Rush unanimous to approve** removing cement slab at PID# 01-00551-0235 in the road right of way. The Public Works Supervisor, Good, is unclear of the fiberglass rods. Good thinks these rods are a benefit to the snowplow driver's. Case and Rush do not have an issue with these fiberglass rods in road right of way.

Tabled Items:

Discuss/Approve/Disapprove 136th Street Road Agreement – This has already been discussed under Public Comments Request's.

Discuss Yearly Goals for 2025 – City Council 2025 yearly goals were completed. The City Council 2025 yearly goals are attached as the last page of these meeting minutes.

New Business:

Discuss/Approve/Disapprove Infrastructure Committee Members – The City Council received 13 applicants. Holm would like the first meeting to be on goals, expectations and a tour of Baldwin's current facility. Holm stated that originally it was voted to have 7 members. The City Council liaison for these meeting is Walker and Holm. The recommendations would come in 6-7 months from the Infrastructure committee. The first meeting to be Thursday, March 27th, 2025 at 7:00 p.m.

Holm/Walker unanimous to approve March 27th, 2025 at 7:00 p.m. and to have all 13 applicants, 7 meetings with a \$40.00 stipend for a total of \$3640.00.

Discuss/Approve/Disapprove Purchasing Used Aerial Apparatus Truck worth \$2,000,000 for \$10,000 – At the February 10th, 2025 City Council meeting, the vote for purchasing the Aerial Apparatus/Ladder Truck failed due to a 2-2 vote. Holm was absent from the February 10th, 2025 meeting and Swanson stated that this vote should have had a full City Council vote. Swanson went on to say that this agenda item should have been tabled on February 10th, 2025 in order to have the full City Council vote. Swanson stated the people of the City were not fully represented. Holm did not see the truck prior to this meeting. Since then, Holm has went over to the Fire Department to see the truck. Holm also reached out to some Fire Fighters, Baldwin's Fire Chief and former Fire Chief from Elk River, Bruce West. Holm stated that this truck could be utilized in many ways.

Holm made a motion to approve the purchase of the truck for \$10,000, **Case seconded the motion.** Rush stated that he is disappointed in how this whole process went from January 6th, 2025 until now. Rush stated this was discussion only at the January 6th, 2025 City Council meeting and the Fire Department was to report back to the City Council with findings. Rush went on to say that at the January 27th, 2025 City Council meeting, there was no discussion about the ladder truck. Rush stated that on January 28th, 2025, he drove past the Fire Department and seen the ladder truck in the parking lot. Rush stated that there was no email sent to the City Council that the fire truck was at the Fire Department. Rush stated that there was a text sent to the Fire Fighters from the Fire Chief to come look at the truck, but not an email sent to the full City Council. Rush said he is a council member and didn't know anything about this truck being brought to the Fire Department. Rush stated that at the February 3rd, 2025 meeting it was discussed but the maintenance and certification records weren't available until a Fire Fighter brought the records over after the meeting. Rush stated there needs to be better communication with the City Council. Case stated that Walker and Rush have not been over to the fire department to look at the ladder truck. Case stated it wasn't the intention to bring the truck back to Baldwin. The owner wanted the fire truck brought to the City to be looked at. Swanson put this on the agenda as such to have additional resident comments. Swanson stated this truck can be used as a pump truck for the Fire Department as well. Holm stated prior to the February 10th reconvened meeting, he had many questions and has done quite a bit of research since then. Holm asked Case if there were any known repairs and Case stated it would probably be \$3000.00 to get the truck up and running for the pump. Rush asked the last time the ladder and truck were certified, and Case stated the last documentation was 2017 but the truck was serviced last summer of 2024. Rush stated the parts will be hard to find

and that it's more of a want than a need for the City. Rush also stated the addition to the Fire Department building will need to be expedited due to adding a truck. Rush said Baldwin has mutual aid with surrounding areas. Case stated it is not guaranteed Baldwin would get mutual aid of a ladder truck from surrounding areas. Case stated that this truck is needed for large structures, not just tall structures. Rush stated he was going to make a motion to buy the ladder truck and then turn around and sell it so that the proceeds could go towards additions/renovations to the existing fire department building. Case stated that this would be a huge disservice to the seller. The seller is extremely happy to be selling this to a Fire Department to use. Holm stated there is tangible value in purchasing this truck.

Roll call was requested by Swanson:

Walker – Nay

Rush – Nay

Swanson – Aye

Holm – Aye

Case - Aye

Motion carried.

Swanson stated that we currently have about \$80,000.00 in Baldwin's cell tower rent revenue account. Swanson would like the purchase price of \$10,000.00 and certification of the truck for \$5,000.00 to come out of the cell tower revenue. Swanson stated that the cell tower was put at the Township to get revenue for the Fire Department. Rush questioned where future repair expenses would be paid from. Swanson stated if there were future repairs on the truck, that this would come back to the City Council to decide. **Swanson/Holm approved, Rush disapproved for \$15,000.00 to come from cell tower revenue, motion carried.**

Discuss/Approve/Disapprove Clerk Attending Municipal Clerks & Finance Officers Association Conference March 18th to March 21, 2025 – Rush/Case unanimous to approve Clerk attending MCFOA Conference March 18th to March 21st, 2025.

Discuss/Approve/Disapprove Attorney's Revisions to Ordinance 2025-03 – Walker/Case unanimous to approve Ordinance 2025-03.

Schedule Board of Canvass for April 8th, 2025 Special Election. Must be Held Before April 18th 2025 – Rush/Walker unanimous to approve April 14th, 2025 at 7:00 p.m. Case will be absent.

Discuss/Approve/Disapprove Election Judge Supper for April 8th, 2025 Special Election – Rush/Case unanimous to approve election supper up to \$20.00 per person.

Discuss/Approve/Disapprove Revised 2024 Ending Cash Balance – The Clerk reported that there was incomplete information received from the City Auditor. Baldwin is currently working on re-coding and developing a new city chart of accounts. The ending balance in closing 2024 was reported at the January 3rd, 2025 City Council

meeting of \$1,025,774.31. Due to the incomplete information, the ending balance for closing 2024 should be \$975,411.07. **Case/Walker unanimous to approve** 2024 ending balance.

Discuss/Approve/Disapprove Ordinance 2025-06; Ordinance Repealing Ordinance No. 2024-10 – Swanson gave an overview of charitable gambling. The City of Baldwin will never take over gambling licenses, the state already regulates charitable gambling stated Swanson. City Attorney, Ruppe, stated you can regulate charitable gambling, but it's not mandatory. Current Ordinance 2024-10 has an \$100.00 administrative fees and escrow fees of \$100.00 for county or sheriff's office expenses. Case said that we should have a blanket ordinance in place. **Rush/Walker unanimous to approve** amending ordinance 2024-10. The amended ordinance will be presented by City Attorney, Ruppe, at the March 3rd, 2025 City Council meeting.

Discuss/Approve/Disapprove Resolution 25-03 Appointing Election Judges – Holm/Case unanimous to approve resolution 25-03.

Announcements:

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

Any Other Business:

- Case stated that \$20,000 was raised for Mike Brinwell's benefit.
- Rush seen Public Works Supervisor hand up during agenda item on mailboxes. Public Works Supervisor, Good, requested clarification on replacement of mailboxes hit by Baldwin's snowplow. For the first offense, a non-compliant mailbox will be replaced.
- Holm went through his portion of the Board of Audit for 2025 and is satisfied with what he reviewed.
- Holm discussed LGA funding and the distribution of the funding.
- Holm discussed Greenbush/Mille Lacs Kunkle property
- Use TextMyGov to communicate to residents about the upcoming special election April 8th, 2025, Sunday Liquor License. This is to be sent via TextMyGov for two weeks prior to the election.

Adjourn – Rush/Holm unanimous to adjourn at 10:07 p.m.

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

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

Date

Attendees: Rosemarie Walker, Baldwin Public Works Supervisor Zac Good, Connor Loscheider, Chad Miller, Anita Schneider, Mike Anderson, Delmas Hines, Mike Rademacher, Larry Doose, Todd Tarvestad, Cartrell Cooper, Lance Soderholm, Brian Torborg, Justin Suckut

Sherburne County
"City/Township Recycling Day Events"
2025 Grant Agreement

WHEREAS, the County of Sherburne, State of Minnesota, (hereinafter, "the County") has received certain grant funds from the State of Minnesota for the purpose of enhancing recycling, waste reduction, and landfill abatement efforts;

WHEREAS, the City of Baldwin conducts an annual "Recycling Day" event at which City residents can drop certain recyclable and waste materials at a designated location on City property and the City or its contractors will recycle or dispose of the waste;

WHEREAS, the City has submitted an application for SCORE funds to defray the costs of the Recycling Day event;

WHEREAS, the County has determined that the Recycling Day Event Application submitted by the Grantee promotes the above;

NOW, THEREFORE, the parties hereby agree as follows:

1) DEFINITIONS:

The terms used in this Agreement shall have the same meaning as provided in Section 2 of the County's Solid Waste Management Ordinance (Ordinance 180), unless otherwise specifically provided herein.

2) The **GRANTOR** of said funds is the County of Sherburne. The County's Authorized Representative is the Sherburne County Solid Waste Administrator, Sherburne County Zoning Department, 13880 Business Center Drive, Elk River, Minnesota 55330, (763) 765-4450.

3) The **GRANTEE** is: **City of Baldwin**
 30239 128th Street NW
 Princeton, MN 55371

4) Notwithstanding the date of the signatures of the parties, the term of this Agreement is February 18, 2025, through December 31, 2025, or until terminated by law or in accordance with the terms of this Agreement.

5) GRANT AMOUNT:

The purpose of the Grant is to reimburse Grantee, up to a sum not to exceed the amount of **\$8,900.00**, provided that all terms and conditions as set forth in this Recycling Day Agreement are fulfilled, in total, by the Grantee. Grant funds shall be paid to the Grantee only after Grantee has verified to the County's satisfaction that such sums were expended for the purposes identified in

Grantee's 2025 SCORE Grant Application and in Sections 6 and 7 below. If the program or project deviates from that as specifically presented in the grant application materials, the Grantee must obtain the express consent of the County, or the reimbursement may be denied.

6) ITEMS ELIGIBLE FOR REIMBURSEMENT:

Only the following solid waste collected for recyclable materials collected for recycling during the scheduled Recycling Day Event are eligible for reimbursement:

- 6.1) Covered Electronic Devices (Electronics), as defined in Minn. Stat. § 115A.1310, subd. 7.
- 6.2) Scrap Metal
- 6.3) Waste Tires
- 6.4) Fluorescent Bulbs
- 6.5) Major Appliances
- 6.6) Automotive Batteries
- 6.7) Household Batteries
- 6.8) Mattress and Box Spring
- 6.9) Propane Tanks
- 6.10) Paper Shredding
- 6.11) Car Seats
- 6.12) Furniture

For all other items collected during the Recycling Day Event, the Grantor shall not provide the Grantee any reimbursement unless the Grantee receives specific prior written authorization from the Grantor.

Grantee shall require a certificate of recycling from all vendors and shall submit that certificate with the invoices to the Department.

7) ADVERTISEMENT

The Grantor shall reimburse the Grantee for reasonable expenses pertaining to advertising and publicizing the Recycling Day Event; however, a copy of the advertisement(s) and a copy of the original invoice(s) shall be submitted to the Grantor in order to be eligible for reimbursement.

8) REIMBURSEMENT

The Grantee shall be reimbursed for up to 100% of the **total eligible costs** incurred by the Grantee in conducting the Recycling Day Event, in an amount not to exceed the Grant amount, as provided in this Agreement after verification by the Grantee to the Grantor that all claimed costs and expenses were incurred by the Grantee in collecting, transporting and disposing of eligible materials identified in Section 6 above as part of conducting the Recycling Day Event. Furthermore, the Grantee shall certify and warrant to the Grantor that all such monies received from the Grantor are solely to reimburse the Grantee for costs and expenses incurred in conducting the Recycling Day Event pursuant to the terms and conditions of this Agreement. The total obligation for all reimbursements to the Grantee under this Agreement shall not exceed the amount identified in Section 5 above unless the County approves a

supplemental grant allocation as provided below. All recycling reimbursement requests shall include a **Certificate of Recycling**, along with the invoice from the contracted Recycling Facility or Hauler.

The County has allocated a total of \$99,900.00 for City and Township Recycling Day grant agreements with participating cities and townships (the "City/Township Recycling Day Grant Agreements"). If the Grantee's eligible expenses exceed the initial amount of SCORE Funds provided pursuant to this Agreement (\$8,900.00), the Grantee may request additional 2025 SCORE Funds from the County to cover the cost of those eligible expenses as identified in Section 6 of this Agreement. If other cities and townships have not requested reimbursement for the full amount of their initial 2025 SCORE Funds and monies remain in the County's 2025 City and Township Recycling Day Event SCORE budget, the County may, in its sole discretion, award additional SCORE Funds to the Grantee, in an amount to be determined by the County. The County's total obligation for all reimbursements under all City and Township Recycling Day Grant Agreements shall not exceed \$99,900.00.

9) COVERED ELECTRONIC DEVICE

The Grantee shall not permit or allow any collection or disposal of Covered Electronic Devices to or by any person, whether natural, corporate or otherwise, unless that person is registered with the Minnesota Pollution Control Agency as a "Collector", as defined in Minn. Stat. § 115A.1310, subd. 4 and/or a "Recycler", as defined in Minn. Stat. § 115A.1310, subd. 14.

10) INELIGIBLE ITEMS

The following items and activities shall not be eligible for reimbursement:

- 10.1) Any costs relating to the transportation, collection and disposal of Mixed Municipal Solid Waste (MSW) that is delivered to a landfill.
- 10.2) Any costs relating to the transportation, collection and disposal of Construction and Demolition Waste (C&D).
- 10.3) Any costs relating to the transportation, collection and disposal of Commercial and Industrial Waste.
- 10.4) Labor/salary costs of staff and employees related to the Recycling Day event.
- 10.5) Food and/or beverages costs and supply costs related to the Recycling Day event.
- 10.6) All other costs associated with conducting a Recycling Day event unless prior written authorization from the Grantor has been given.

11) RESIDENCY

The Grantee shall undertake all reasonable efforts to ensure that all participants of the Recycling Day Event reside within Sherburne County.

12) ANTI-SCAVENGING

Persons or organizations other than a Hauler, licensed pursuant to Section 4.0 of the Sherburne County Solid Waste Management Ordinance, shall not collect solid waste at a scheduled Recycling Day Event.

Participants and staff persons who participate in the Recycling Day Event shall not be permitted to take or remove any items deposited at the Recycling Day Event for their own personal use.

13) RECORDS

Grantee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Grantee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made, or longer if any audit in progress requires a longer retention period. The Grantee further agrees to provide to the County Solid Waste Administrator all information requested regarding recycling efforts in the County for the purpose of meeting SCORE legislation objectives.

14) PUBLICITY

Grantee shall coordinate any publicity regarding Grantee's activities under this Agreement with the County to ensure that any such publicity includes the Minnesota Pollution Control Agency logo and identifies that the Grantee's activities are funded in part by the State of Minnesota.

15) DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Grantee's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. Grantee agrees to abide by these statutes, rules and regulations and as they may be amended.

16) WORKER'S COMPENSATION

Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Worker's Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

17) JOINT VENTURE

Neither the provision of this grant, nor this Agreement, constitutes or creates a joint venture or enterprise between the Grantee and Grantor.

18) INDEMNIFICATION

The Grantee shall hold harmless the County and its officers, agents, employees, and designates from any and all damages, liability or costs arising from the project identified in its Application and this Agreement. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the County or the Grantee may enjoy under law.

19) GENERATOR

The Grantee agrees that the County of Sherburne and its officers, agents, and employees, is not the generator of any of the items collected, processed, or disposed of during any Recycling Day Event.

20) DISPOSAL

All items collected during a Recycling Day Event must be properly marketed or disposed of according to applicable federal, state, and local regulations and Sherburne County Ordinances. The Grantee must maintain, for a period of six (6) years, records pertaining to the ultimate disposal of all items collected during the Recycling Day Event and produce these records to the Grantor upon request.

21) FINAL REPORT

The "2025 Recycling Day Report" shall be completed by the Grantee on a form provided by the Grantor and shall reflect the accurate expenses incurred by the Grantee during the Recycling Day Event. This report shall include copies of all receipts and invoices which have been properly itemized and submitted for reimbursement. The "2025 Recycling Day Report" shall be mailed or emailed to the Grantee by the Grantor prior to June 30, 2025. The "2025 Recycling Day Report" and all invoices and receipts shall be returned to the Grantor by the Grantee prior to July 31, 2025. Reimbursement for eligible costs incurred during the Recycling Day event is contingent upon verification that the "2025 Recycling Day Report" is complete and accurate.

22) ADDITIONAL CONDITIONS

- A. In the event that the total reimbursement under this Agreement following Grantee's spring Recycling Day event is less than the total grant amount provided in Section 5, Grantee may request to utilize the remaining grant funds for conducting a subsequent Recycling Day Event during calendar year 2025. Any such request shall be made in writing to the County Solid Waste Administrator prior to July 31, 2025, and will be subject to approval by the County Board of Commissioners in the County's sole discretion. Any approval issued by the County to use the remaining grant funds during calendar year 2025 shall be subject to the terms and conditions of this Agreement, unless the parties otherwise agree in writing.
- B. Grantee agrees that the use of SCORE monies shall be pursuant to Minnesota State Statute 115A.557. The parties shall further abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota.
- C. Unless earlier terminated by either party with or without cause by giving the other party thirty (30) days written notice, this Agreement shall terminate once the County has reimbursed

Grantee the maximum amount of available SCORE Funds pursuant to this Section 5. Sections 13, 14, 17, 18, 19 and 22(B) shall survive termination of this Agreement.

GRANTEE:

City of Baldwin Authorized Representative

Date

COUNTY OF SHERBURNE:

County Board Chair

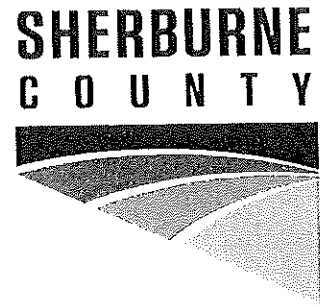
Date

ATTESTED TO:

Clerk of the County Board

Date

Agreement approved by County Attorney's Office



DATE: April 29th 2024

TO: Baldwin Township

SUBJECT: Renewal of Tobacco License (July 1, 2024 - June 30, 2025)

According to Sherburne County Ordinance No.29, upon receipt of a completed application for a Tobacco license, the County Auditor needs to get the application approved by the appropriate departments and the County Board. The application also needs to be reviewed by the Local Board for comments.

Please state comments, if any, for the following establishments listed below:

Ridgewood Bay Resort
14255 288th Ave
Zimmerman, MN 55398

When completed, please return this form & along with applications with signature, ASAP,
to Sherburne County Auditor/Treasurer, Attn: Sheila Thank you.
(License does expire 6/30/24 - County Board meets 6/4/2024 & 6/18/24

MAR 18 2023

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number
2895470

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

Cigarettes/ tobacco products will be sold (a separate license is required for each location or vending machine):

☒ Over Counter ☐ Through Vending Machine ☐ Both

Licensee's Legal Name Ridgewood Bay Resort Inc	Federal Employer ID Number (FEN)
Business Trade Name (doing business as)	Daytime Phone
Complete Address of Business Location (permit location) 19255 288th Ave. Sherburne	Other Phone Number
City Zimmerman	Fax Number
State MN	ZIP Code 55398
Mailing Address (if different than business address) SAME	Email Address

Type of legal organization (check one):

☐ Sole proprietor
☐ Partnership
☐ Other (describe) _____

☒ Minnesota corporation: Enter date of incorporation **7-1996**

☐ Out-of-state corporation: State of incorporation _____

Are you registered to do business in Minnesota? ☒ Yes ☐ No

Corporate officers or partners (attach a list if necessary)

Name Gregory A Sackett	Title President	State MA	ZIP Code 55398
Address 19255 288th Ave.	City Zimmerman	State MA	ZIP Code 55398
Name	Title	State	ZIP Code
Address	City	State	ZIP Code

As a licensed tobacco products or cigarette retailer, I understand that:

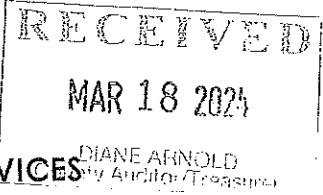
1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/ or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee Signature Gregory A Sackett	Title President	Print Name Greg Sackett	Date 3-16-2023	Daytime Phone 763-389-3818
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail, email or fax to:
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

State of Minnesota,
County of Sherburne



TOBACCO, TOBACCO PRODUCTS, TOBACCO RELATED DEVICES
and ELECTRONIC DELIVERY DEVICES
LICENSE APPLICATION OR RENEWAL

APPLICATION TYPE - CHECK ONE

☐ New or Transfer
☒ Renewal

Applicant's Name (Business, Partnership, Corporation) <i>Ridgewood Bay Resort Inc</i>		DBA or Trade Name		
License Address <i>14255 288th ave</i>		Business Phone <i>(63)-389-3818</i>	Applicant's Home No. <i>(218) 217-4950</i>	
City <i>Zimmerman</i>	County <i>Sherburne</i>	State <i>MN.</i>	Zip Code <i>55398</i>	License Period From <i>7-1-24</i> To <i>6-30-25</i>

Give name, residence, title and age for all partners, or the officers and directors of a corporation. Also, state the partnership interest of each partner and for a corporation the percent of stock held by each officer.

Name <i>Greg Sackett</i>	Title <i>President</i>	Age <i>65</i>	%Stock/Int <i>100</i>
Address <i>14255 288th ave</i>	City <i>Zimmerman</i>	State <i>MN</i>	
Name	Title	Age	%Stock/Int
Address	City	State	
Name	Title	Age	%Stock/Int
Address	City	State	

Describe premises to be licensed (location) (type of business - convenience, bar, grocery store, etc.)

Is 90% of sales revenue derived from tobacco/tobacco products ☒ No ☐ Yes

Number of months per year establishment will be open: <i>12</i>	Name of Manager: <i>Amanda Magnusson</i>
Has the applicant attached documentation from their wholesaler or distributors verifying compliance with State and Federal requirements for child-resistant packaging? ☒ No ☐ Yes	Does the applicant owe any administrative penalties for prior violations of the Tobacco Ordinance which remain unpaid? ☒ No ☐ Yes

Operating a Municipal Liquor Store

Understand the city's role in operating a municipal liquor store, including the establishment and operation of such a store, what to do with funds and profits, and financial reporting requirements. Also learn about how to abolish a municipal liquor store.

RELEVANT LINKS:

[Minn. Stat. §§ 340A.601 to 340A.604.](#)

[Minn. Stat. § 340A.601 subd. 4.](#)

[Minnesota Municipal Beverage Association, \(MMBA\) \(763\) 572-0222 or \(800\) 848-4912, ext. 3925.](#)

[Minn. Stat. § 340A.601, subd. 5.](#)

[Minn. Stat. § 340A.26, subd. 1.](#)

[Minn. Stat. § 340A.601.](#)

[Minn. R. 7515.0470.](#)

I. Municipal Liquor Store

Any Minnesota city with a population of 10,000 or less, except those incorporated for less than two years, has the authority to own and operate a retail municipal liquor store with off-sale liquor, on-sale liquor, or both. A recently incorporated city may establish a municipal liquor store within the first two years after incorporation if it was previously an urban town or a major part of an urban town. Subsequent changes in population do not affect the ability of a city to operate a liquor store. Additionally, a city that established a liquor store before July 1, 1967, may continue to own and operate it.

The Minnesota Municipal Beverage Association (MMBA) provides helpful information to municipalities that operate municipal liquor stores. For additional information about municipal liquor store operations, contact the MMBA.

If a city establishes a municipal liquor store, all private intoxicating liquor licensing in the city must cease—unless the city has opted for split liquor or has annexed or consolidated with an area and a private liquor license holder was in that annexed or consolidated area. After the voters approve a split liquor system, cities may issue on-sale licenses to hotels, clubs, and restaurants, as well as brewer taproom licenses. A city with a municipal liquor store may not issue off-sale licenses to private license holders.

A. Establishing a municipal liquor store

Unless the city has voted to remain dry, the council of any city with a population of less than 10,000 may establish a municipal liquor store. When establishing a municipal liquor store, the following items must be submitted to the commissioner of the Department of Public Safety:

- A printed copy of the ordinance or resolution authorizing the establishment of a municipal liquor store.

RELEVANT LINKS:

[Minn. Stat. § 340A.601, subd. 7.](#)

[Arens v. Village of Rogers](#), 61 N.W.2d 508 (Minn.1953, dist. by [Mattson v. Saugen](#), 283 Minn. 402, 169 N.W.2d 37 (1969).

[A.G. Op. 218-C-2](#) (Nov. 3, 1947).

[Minn. Stat. § 340A.601-340A.604.](#)
[Minnesota Municipal Beverage Association](#), (MMBA) (763) 572-0222 or (800) 848-4912, ext. 3925.

[Minn. Stat. § 340A.504 subd. 4.](#)

- The results of any elections ever held by the municipality in which the question of permitting or prohibiting the sale of intoxicating liquor was voted. This does not include the repeal election of Sept. 12, 1933, or any county election. If no election was ever held, a statement to that effect is required.
- A certificate of registration stating the date established, the name of the manager, and whether the municipal liquor store sells on-sale, off-sale, or both.
- Any change in the location of the municipal liquor store.

If no private retail liquor licenses are in force in the city, the council may establish a municipal liquor store at any time. If private licenses are in force, the city must publish a notice of the council's intention to sell intoxicating liquor and that doing so will exclude the issuance of retail licenses to private businesses. This notice must appear in the legal newspaper at least one year before the date the council proposes to begin such sales.

When the city wants to shift from private liquor sales to municipal sales, the most appropriate time to do so is when the outstanding private licenses expire. The decision to open a municipal store probably is not a sufficient legal justification for revoking a private license. The revocation of a private license always presents difficulties.

Generally, there is no right to engage in or continue to engage in the sale of intoxicating liquor. Even private parties, who previously have had licenses to sell, do not have an inherent right to continue such a business in the future. Good practice suggests working closely with the city attorney in a situation where a city wishes to establish a municipal liquor store but has active private liquor licenses.

Minnesota statutes do not provide any definite method of financing the acquisition of a municipal liquor store building, fixtures, equipment, and stock. The attorney general has issued guidance that indicates a city may use money from the general operating fund to establish a municipal liquor store and acquire a stock of liquors.

B. Operation of a municipal liquor store

A municipal liquor store must comply with all state statutes regulating the days, hours, and manner of sale, and with all applicable regulations of the liquor control division. The city may impose more stringent regulations if they do not conflict with state laws.

The sale of off-sale liquor is allowed Monday through Saturday between the hours of 8:00 a.m. and 10:00 p.m. and Sundays between the hours of 11:00 a.m. and 6:00 p.m.

RELEVANT LINKS:

A.G. Op. 218-J-6 (December 13, 1956).
[Minn. Stat. § 645.44, subd. 5.](#)

[Minn. Stat. § 340A.504 subd. 4.](#)

[Jewell Belting Co. v. Village of Bertha](#), 91 Minn. 9, 97 N.W. 424 (1903).
A.G. Op. 218R (July 13, 1962).
A.G. Op. (July 27, 1981).

A.G. Op. 218-g-13 (Apr. 5, 1961).

[Minn. R. 7515.0620.](#)

[Office of the State Auditor, Statement of Position: Internal Controls for Municipal Liquor Stores, Jan. 2014.](#)

Sunday delivery of alcohol by a wholesaler to off-sale or on-sale liquor stores is not allowed. Likewise, liquor stores may not accept deliveries by a wholesaler on Sundays.

Municipal liquor stores may operate on holidays when other public business is prohibited unless prohibited by local regulations. However, off-sale operations are prohibited by state law on the following holidays:

- Thanksgiving Day
- Christmas Eve (after 8 p.m.)
- Christmas Day
- On any day during hours when the sale of liquor is illegal (For example, in a city that has set more restrictive hours, sales would be prohibited outside of these hours).

Although exempt from the state personal property tax, municipal liquor stores are not exempt from sales tax or state or national excise taxes. Because tax issues related to municipal liquor stores exceed the scope of this memo, cities may want to seek guidance on this issue from the city auditor, the MMBA, and the city attorney.

City councils have responsibility for the operation of the municipal liquor store. They may delegate ministerial duties relating to the daily operations of the store to a liquor store manager or commission. However, the council may not:

- Delegate any policy-making powers related to the municipal liquor store.
- Authorize employees to approve disbursement of funds in the liquor account.
- Contract with a private corporation for the management and operation of a municipal liquor store.

A liquor store manager manages the store under the direction of the council. According to an opinion from the Attorney General a liquor store manager cannot share in the profits in addition to receiving a salary.

Municipal liquor store employees and managers may not suggest, request, demand, or accept any gratuity, reward, or promise thereof from any representative of a manufacturer or wholesaler of alcoholic beverages. Any manager or employee who violates this provision is guilty of a gross misdemeanor.

The following are policy recommendations to effectively manage a municipal liquor store:

- Segregate duties.
- Use all available cash register features to monitor types of payment.

RELEVANT LINKS:

[Minn. R. 7515.0470.](#)

[Minn. Stat. § 340A.412, subd. 14\(b\).](#)

[Minn. Stat. § 340A.601, subd. 1. Minn. Stat. § 340A.412, subd. 14\(a\).](#)

[Minn. Stat. 340A.412 subd. 14.](#)

- Ensure receipts and disbursements that are separate from liquor sales are documented properly and rung into the cash register.
- Establish check handling procedures.
- Make timely deposits.
- Ensure additional safeguards are in place to protect the city from unneeded risk.

The city must promptly report any change in the location of the municipal liquor store to the state Alcohol Enforcement Unit (accompanied by new liquor liability certification for the new location) or any change in the method of sale, such as from on-sale or off-sale to off-sale only.

1. Types of Sales

Like private liquor stores, any municipal liquor store may sell food and make coin-operated amusement devices available to customers.

Apart from that, off-sale-only municipal liquor stores may only sell the following items:

- Alcoholic beverages.
- Tobacco products.
- Ice.
- Beverages, either liquid or powder, specifically designated for mixing with intoxicating liquor.
- Soft drinks.
- Liqueur-filled candies.
- Food products that contain more than one-half of one percent alcohol by volume.
- Cork extraction devices.
- Books and videos on the use of alcoholic beverages.
- Magazines and other publications published primarily for information and education on alcoholic beverages.
- Multiple-use bags designed to carry purchased items.
- Devices designed to ensure safe storage and monitoring of alcohol in the home, to prevent access by underage drinkers.
- Home brewing equipment.
- Clothing marked with the specific name, brand, or identifying logo of the municipal liquor store, and bearing no other name, brand, or identifying logo.
- Citrus fruit.
- Glassware.
- Lower-potency hemp edibles as defined in Minn. Stat. 342.01 subd. 50.
- Products that detect the presence of fentanyl or a fentanyl analog.

RELEVANT LINKS:

[Minn. Stat. § 340A.601, subd. 1.](#)

[Minn. Stat. § 340A.419, subd. 2.](#)
[Minn. Stat. § 340A.4041.](#)

[Minn. Stat. § 340A.510.](#)

House Research: Short
Subjects: [Minnesota's Laws on Tastings and Samples of Alcohol](#), Aug. 2013.

[Minn. Stat. § 340A.601, subd. 1.](#)
[Remick Music Corp. v Interstate Hotel Co.](#), 58 F. Supp. 523 (D. Neb. 1944), *aff'd* 157 F.2d 744 (8th Cir. 1946) cert. den. 329 U.S. 809 (1947).
[17 U.S.C. § 102\(A\) \(2\), \(7\).](#)
[17 U.S.C. § 106 \(4\), \(6\).](#)
[17 U.S.C. § 116 \(b\).](#)

See also, [International Municipal Lawyers Association \(IMLA\)](#): The ASCAP Licensing Agreement for Local Entities.

Municipal liquor stores that sell at on- and off-sale may sell any item that may lawfully be sold in an establishment with an on-sale intoxicating liquor license.

2. Tastings

Municipal liquor stores may conduct a wine, malt liquor, or spirits tasting on the premises in compliance with state law. Municipal liquor stores may conduct classes for a fee and allow tastings during those classes, provided that the amount served at a class is limited to a maximum of six ounces of wine or 12 ounces of intoxicating malt liquor during the class and consumption occurs on the premises only.

Municipal liquor stores may provide, or permit a licensed manufacturer or a wholesaler to provide, free samples of wine, liqueurs, cordials, and distilled spirits offered for sale by the store. The samples must be free and consumed on the premises in a quantity of less than 50 milliliters of wine per variety per customer, 25 milliliters of liqueur or cordial, and 15 milliliters of distilled spirits per variety per customer. Municipal liquor stores also may offer samples of malt liquor in a quantity of less than 100 milliliters per variety per customer and as otherwise prescribed by state law.

3. Entertainment

A municipal liquor store may offer recorded or live entertainment. If it offers music, it must pay performance royalties to the copyright owner (usually the composer or publisher) of works played in the store. This would apply to both live performances and when playing recordings, such as those on jukeboxes, stereo systems, radios, or music streaming services. Cities may negotiate performance royalties by dealing directly with the copyright owner or, if the copyright owner belongs to an organization such as the American Society of Composers, Authors, and Publishers (ASCAP) or Broadcast Music Inc. (BMI), the organization collects the payments on behalf of the composer. Often ASCAP and BMI sell blanket licenses that cover all performances of any works of their members. This generally is easier and less expensive than trying to pay a fee for each individual piece. The fee for this type of blanket license is based on the size of the liquor store.

A sample license agreement between ASCAP and a city is available on the International Municipal Lawyers Association (IMLA) website.

RELEVANT LINKS:

See LMC Information Memo,
[Lawful Gambling](#).

Minn. Stat. § 340A.601,
subd. 1.

Minn. Stat. § 349.18.
Minn. Stat. § 412.221.

*Penn-O-Tex Oil Co. v. City of
Minneapolis*, 207 Minn. 307,
291 N.W. 131 (1940).

Minn. R. 7861.0240.

Minnesota Gambling Control
Board, [Lease for Lawful
Gambling Activity](#).

Minn. Stat. § 349.18, subd. 1.
Gambling Control Board,
Lawful Gambling Manual,
Chapter 3: Premises Permits
and Leases.

Minn. Stat. § 349.18, subd.
1(c).

Minn. Stat. § 349.12, subd.
6a.
Minn. Stat. § 349.18, subd.
1(b)(1).

4. Gambling

Many cities lease space in the municipal liquor store to lawful gambling organizations because of the additional business and revenue gambling can draw. Municipal liquor stores are explicitly authorized to offer coin-operated amusement devices. However, allowing gambling in the municipal liquor store raises several questions that should be resolved before city property is used for lawful gambling.

a. Lease

State law generally restricts gambling to premises owned or leased by the licensed organization, although exceptions are provided for raffles and other lawful gambling that is conducted in conjunction with fairs and other civic celebrations. Cities have the authority to lease city-owned property to private parties when the property is not needed for municipal purposes.

Because of the limited space required, a city may lease space in the municipal liquor store to gambling organizations. Leases must be in the form prescribed by the Gambling Control Board.

b. Rent

State law regulates the rent that may be charged for premises that are leased for lawful gambling. The lease must generally set forth all obligations between the city and the organization.

Amounts paid as rent under lawful gambling leases are all-inclusive and, unless specifically and separately approved by the Gambling Control Board, will cover all matters such as electric, heat, and cleaning services, as well as the cost of any communications network or service required for electronic pull tabs and electronic bingo. The lease will not become effective until approved by the board. The city should consult the city attorney before agreeing to lease space in a municipal liquor store to a gambling organization.

The regulations may be broadly separated into four classifications: booth operations, bar operations, booth and bar operations, and bingo premises.

(1) Booth operations

A “booth operation” is a method of selling and redeeming disposable gambling equipment by an employee of a licensed organization on the premises that the lawful gambling organization leases or owns. Monthly rent for a booth operation may not exceed 10% of gross profits for that month. However, the maximum combined rent for all organizations conducting lawful gambling on the premises may not exceed \$1,750 per month.

RELEVANT LINKS:

Minn. Stat. § 349.12, subd. 3b.
Minn. Stat. § 349.18, subd. 1(b)(2).

Minn. Stat. § 349.18, subd. 1(b)(3).

Minn. Stat. § 349.18, subd. 1(b)(4).

Minn. Stat. § 349.18, subd. 1(b)(5). Minn. Stat. § 349.12 subd. 3c.

(2) Bar operations

A “bar operation” is a method of selling and redeeming disposable gambling equipment by an employee of the lessor within leased premises which is licensed for the on-sale of alcoholic beverages. Monthly rent may not exceed:

- 15 percent of the gross profit from electronic pull-tabs and electronic bingo for that month.
- More than 20 percent of gross profits from all other forms of lawful gambling.

(3) Booth and bar operations

For electronic linked bingo and electronic pull tabs that are operated for separate time periods within a business day by a nonprofit organization and the lessor, monthly rent may be no more than:

- 15 percent of the monthly gross profits for the time periods operated by the lessor (the lessor is also responsible for any cash shortages that occur during these periods of operation).
- 10 percent of the monthly gross profits for the time periods operated by the lawful gambling organization (the lawful gambling organization is responsible for cash shortages during these periods of operation).

(4) Bingo

Rent paid by an organization for premises leased primarily for the conduct of bingo is restricted to one of the following:

- Not more than 10 percent of the monthly gross profit from all lawful gambling activities held during bingo occasions.
- At a rate based on a cost per square foot not to exceed 110 percent of a comparable cost per square foot for leased space as approved by the director of the Gambling Control Board.

No rent may be paid for bar bingo.

c. City employees

Organizations that conduct lawful gambling may request that city employees sell pull-tabs from behind the bar at a municipal liquor store. This arrangement may benefit both the organization and the municipality. However, whether city employees can lawfully participate in such activity is open to debate.

RELEVANT LINKS:

[Minn. Stat. § 340A.601.](#)

[A.G. Op. 218-R \(Sept. 26, 1978\).](#)

[Minn. Stat. § 349.18.](#)

[LMC information memo, *Public Purpose Expenditures*.](#)

[Minn. Stat. § 349.168 subd. 2.](#)

[Minn. Stat. § 349.168, subd. 8\(c\).](#)

[Minn. Stat. § 426.20.](#)

[Minn. Stat. § 412.271, subd. 1.](#)

The case can certainly be made that municipal liquor store employees can sell pull-tabs from behind the bar. State law allows on-sale municipal liquor stores to sell any item that may lawfully be sold at an establishment with an on-sale liquor license. In a 1978 opinion, the attorney general indicated a city may operate a liquor store in the same manner as a private proprietor. Since employees of licensed, private on-sale liquor stores may sell pull-tabs from behind the bar, the argument can be made that city employees are also authorized to sell pull-tabs from behind the bar.

The League of Minnesota Cities does not recommend allowing city liquor store employees to sell pull-tabs. The city pays these employees and provides for other employment-related costs, such as workers' compensation. If city employees sell pull-tabs, they devote city-paid time to the benefit of a private organization and may be violating the constitutional requirement that all city expenditures be for a public purpose. Cities should consult their city attorneys before authorizing municipal liquor store employees to sell pull-tabs.

Employees of licensed gambling organizations must register with the licensed organization using a form that documents the individual's identity and employment authorization (Form I-9). Registered employees must wear an identification card displaying their name whenever they conduct lawful gambling for compensation.

An organization that leases a premises for lawful gambling may not pay compensation to the lessor, a member of the lessor's immediate family, or to the lessor's employees, other than as a seller of pull-tabs and tipboards within a booth operation on the premises. An employee of the lessor or a member of the lessor's immediate family may be compensated by an organization for the conduct of gambling at other sites not owned by the lessor.

C. Municipal liquor store funds

A city cannot appropriate any funds for the operation of the municipal liquor store or expend any funds under its control for the operation of the liquor store unless the city council has first held a public hearing on the proposed transfer. Exceptions to this include funds for capital improvements, bonding costs, and construction and repairs the city can amortize and pay for from liquor store funds.

All liquor store disbursements must go to the city treasurer, and the city must make all disbursements in the same manner as for all other city disbursements. Although not required by law, the state auditor has recommended cities maintain a separate liquor store fund for each store.

RELEVANT LINKS:

[Minn. Stat. § 471.6985, subd. 1.](#)
[Minn. Stat. § 471.697.](#)

[Minn. Stat. § 340A.603.](#)

[Minn. Stat. § 471.6985, subd. 2.](#)

[State Auditor Municipal Liquor Store Operations.](#)

[Minn. Stat. § 426.19, subd. 2.](#)
[Minn. Stat. § 447.045.](#)

[A.G. Op. 218-R \(Sept. 26, 1978\).](#)

[Minn. Stat. § 426.19, subd. 2.](#)

[Minn. Stat. § 447.045.](#)

D. Municipal liquor store financial reporting

The city must publish in the official newspaper of the city a balance sheet and a statement of operation of the liquor store within 90 days after the close of the fiscal year. Additionally, municipal liquor stores must file a proof of financial responsibility with the commissioner of the Department of Public Safety by Jan. 15 of each year. This report is needed to show proof the city has liability insurance for the municipal liquor store. The publication requirements of this section shall be in addition to any publication or posting requirements for financial reports contained in state law. However, the council may choose to incorporate this information into the reports published under state law and in accordance with a form and style prescribed by the state auditor.

The law requires that a certified public accountant attest to financial statements in any city operating a municipal liquor store with total annual sales over \$350,000. A city with a municipal liquor store that has total annual sales over \$350,000 must submit these audited financial statements to the state auditor. The financial statements must be attested to by a certified public accountant, public accountant, or state auditor within 180 days after the close of the fiscal year.

The state auditor may extend the deadline upon request of the city and a “showing of inability to conform.” The state auditor may accept this report in place of the municipal liquor store reports previously described. Note: Cities should consult the city attorney to ensure that current publication requirements for the municipal liquor store are met.

E. Municipal liquor store profits

State law specifies how cities can use municipal liquor store profits.

For example, cities may use and apply revenue from liquor stores for the construction, operation, repair, and maintenance of sewers and sewage disposal plants and waterworks and water mains, and for the construction, operation, repair, and maintenance of public buildings. The council may irrevocably pledge liquor store profits to the payment of bonds, warrants, or certificates of indebtedness for the above listed purposes.

Before making such a pledge, however, a majority of the voters at either a general or a special election must approve it. No such election is required if the liquor store money will be used to pay bonds, warrants, or certificates of indebtedness to construct, reconstruct, enlarge, or equip a municipal liquor store. Also, state law allows cities to contribute liquor store profits toward the construction or improvement of a community or county hospital.

RELEVANT LINKS:

See LMC information memo,
[Public Purpose Expenditures](#).

[Minn. R. 7515.0760](#).

[Minn. Stat. § 340A.801](#).
Hahn v. City of Ortonville
238 Minn. 428, 57 N.W.2d
254 (1953). But cf. *Urban v.*
American Legion Dept. of
Minnesota, 723 N.W.2d 1
(Minn. 2006).

[Minn. Stat. § 340A.603](#).

[Minn. Stat. § 466.04](#).
Imlay v. City of Lake Crystal
453 N.W.2d 326, 332 (Minn.
1990).
[Minn. Stat. § 471.981](#), subd.
3.

See LMC information memo
[LMCIT Liability Coverage](#)
Guide, Section III-K, Liquor
Liability.

It appears cities also may have the authority to transfer liquor store profits into the city's general fund. Because of the complexity of spending liquor store profits, a city should consult the city attorney if it wants to use liquor store profits outside of the specific statutory purposes listed above.

The municipal liquor store does not have any independent authority to donate money or products or to hold fundraisers. A municipal liquor store is a city operation similar to any other city department and the finances are controlled by the city council. However, some advertising specialty items such as ash trays, bottle or can openers, corkscrews, paper shopping bags, matches, printed recipes, wine lists, leaflets, blotters, post cards, pencils, stirrers, glassware, calendars, notebooks, playing cards, greeting cards, folding knives, or any similar articles which bear advertising matter, may be furnished or given to consumers. The distribution of such advertising specialty items shall be limited to the licensed premises only. Such advertising specialty items shall be submitted to and approved by the commissioner before distribution.

F. City liability in municipal liquor store sales

The Minnesota Supreme Court has held cities accountable for injuries suffered by a third party as a result of the intoxication of a person to whom a municipal liquor store illegally sold liquor. To protect themselves, cities should purchase liability insurance covering the operation of their store(s).

Cities should purchase at least \$500,000 in liquor liability coverage. Cities must show proof of financial responsibility as required for any other liquor licensee. The Minnesota Legislature limits the liability exposure of cities through the municipal tort cap.

The liability cap applies to dram shop actions involving municipal owned liquor stores. Participation in a self-insurance pool, such as the League of Minnesota Cities Insurance Trust (LMCIT), does not increase the liability exposure limits of any members of the insurance pool above the statutory liability cap.

The League of Minnesota Cities Insurance Trust offers liquor liability coverage for off-sale municipal liquor stores, on-sale municipal liquor stores, and "special event" sales by an instrumentality of the city—for example, special event malt liquor sales by a fire relief association.

G. Changes in the manner of sale

The council can, at any time, make changes to the manner of sale in a municipal liquor store, such as changing from off-sale only to on- and off-sale. To do this, the city would have to go through the process of amending the liquor ordinance.

RELEVANT LINKS:

[Minn. Stat. § 340A.601.](#)

[Minn. R. 7515.0470.](#)

[Minn. Stat. § 340A.604.](#)

[Commissioner of the
Department of Public Safety.](#)

[Minn. Stat. § 340A.412,
subd. 4\(a\)\(6\).](#)

[Minn. Stat. § 340A.509.
A.G. Op. 218G-20 \(Jul. 30,
1969\).](#)

If the city stops on-sale liquor sales from the municipal liquor store and wants to issue licenses for on-sale, a split liquor election must occur under state statute. However, on-sale licenses would be limited to hotels, clubs, and restaurants.

If the city changes the manner of sale for the municipal liquor store, the city must promptly report this change to the liquor control division. A copy of the city's amending ordinance should be sufficient but a city making this change should reach out to the Minnesota Department of Public Safety's Alcohol and Gambling Enforcement division to see if they have a preferred form. Additionally, the League recommends cities reach out and work with their city attorney when making this change.

H. Suspending municipal liquor store operations

The state can suspend a city's liquor store operations for up to 30 days when any city officer or employee is convicted of selling intoxicating liquor or 3.2 percent malt liquor (beer):

- To a minor or other ineligible person.
- At a time when the law prohibits the sale.
- For resale.

The state also can suspend a city liquor store's operation when any city officer or employee is convicted of violating gambling laws. Additionally, if the city has not paid state tax, the state can suspend the city's liquor store operations.

The court must notify the commissioner of the Department of Public Safety within 10 days of the conviction. The commissioner then has the authority to suspend the operation of the municipal liquor store for up to 30 days.

The commissioner must notify the city of the effective dates of the suspension. The city has the right to appeal the decision.

I. Abolishing a municipal liquor store

A city may discontinue the operation of a municipal liquor store in several ways:

- The liquor store must cease to operate if the city voters vote to have the city become dry. In this case, it is uncertain whether the municipal store must cease operations immediately after the election, or whether it may continue to operate for the balance of the year.
- The council can, at any time, abolish the municipal liquor store without public input. To do this, the council would amend the ordinance that established the municipal liquor operations.

RELEVANT LINKS:

[Minn. Stat. § 340A.602.](#)

[Minn. Stat. § 340A.602.](#)

[Office of the State Auditor,
Statement of Position:
Municipal Liquor Store
Hearings, Jan. 2015.](#)

[Minn. R. 7515.0470.](#)

[Minnesota Department of
Public Safety, Alcohol and
Gambling Enforcement
Division.](#)

- If a city liquor store has a net loss before any inter-fund transfers in any two of three consecutive years, and without regard to costs related to pension obligations of store employees, as required by Statement 68 of the Governmental Accounting Standards Board, the city council must hold a public hearing on the question of whether the city shall continue to operate the liquor store.

The public hearing on the question of whether to continue liquor store operations must take place not more than 45 days before the end of the fiscal year following the three-year period. After the hearing, the council may, on its own motion, or must, upon petition of five percent or more of the registered voters of the city, submit the question of whether the city should continue liquor store operations by a date determined by the city council to the voters at a general or special election. The date to discontinue operation, designated by the city council, must not occur more than 30 months after the election.

After a city abolishes a municipal liquor store, it must negotiate the sale of the fixtures and buildings. The clerk must submit a certified inventory of the stock on hand to the liquor control division, giving the brand names, the size and number of containers, and the details of disposition. The clerk must also submit the retailer's identification card to the division for cancellation. For further information regarding the inventory and identification card return process, or additional questions concerning municipal liquor stores, contact the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division.

J. Conclusion

Because city officials are ultimately responsible for the operation of municipal liquor stores, cities need to ensure they are actively monitoring operations and investigating any discrepancies.

CITY OF PRINCETON
STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2023

Functions/Programs	Expenses	Primary Government		
		Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental activities:				
General government	\$ 1,475,481	\$ 490,719	\$ 22,539	\$
Public safety	2,510,360	498,228	223,178	
Cemetery	17,336			
Public works	1,341,452			7,826
Parks and recreation	495,376	45,852		
Economic development	192,182			
Interest on long-term debt	86,358			
Total governmental activities	6,118,545	1,034,799	245,717	7,826
Business-Type activities:				
Sewer	1,601,117	1,642,485		
Municipal liquor	4,877,071	5,784,215		
Airport	428,650	93,898		173,012
Water				
Electric				
Total business-type activities	6,906,838	7,520,598		173,012
Total	\$ 13,025,383	\$ 8,555,397	\$ 245,717	\$ 180,838

General revenues:

General property taxes

Grants and contributions not restricted to specific programs

Gain on sale of assets

Lease revenue

Investment income

Miscellaneous

Total general revenues

Change in net position

Net Position - beginning

Net Position - ending

See Notes to Financial Statements

2022 Municipal Liquor Operations in Greater Minnesota

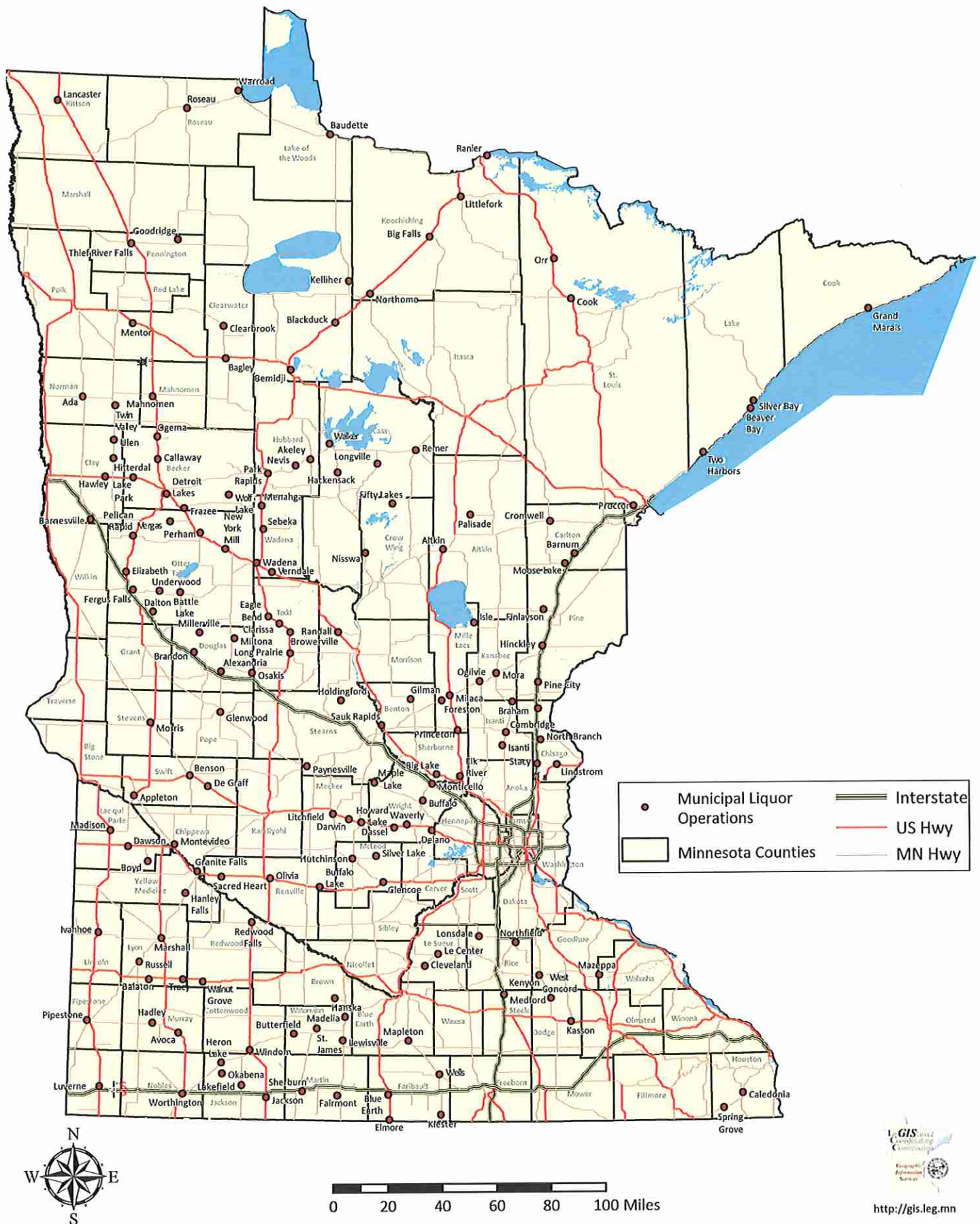


Table 5
Comparison of City Liquor Store Operations - 2022

Name of City	Type of Store	Footnotes	Population	Gross Profit			Operating			Nonoperating		Net Profit/(Loss)	
				Sales (\$)	Cost of Sales (\$)	Amount (\$)	Percent of Sales	Expenses (\$)	Income/(Loss) (\$)	Revenues (\$)	Expenses (\$)	Amount (\$)	Percent of Sales
Milbana	On- & Off-Sale	--	447	787,403	432,411	354,992	45.1%	294,048	50,944	--	--	50,944	7.7%
Montevideo	Off-Sale Only	--	5,513	2,890,596	1,984,398	706,198	26.2%	521,251	184,947	3,704	536	188,115	7.0%
Monticello	Off-Sale Only	--	15,087	7,174,059	5,256,029	1,918,030	26.7%	1,055,027	860,003	(82,243)	--	777,760	10.8%
Moose Lake	On- & Off-Sale	--	2,824	1,971,870	1,320,512	651,358	33.0%	461,954	189,404	--	--	189,404	9.6%
Mora	Off-Sale Only	--	3,729	4,414,982	3,300,852	1,114,130	25.2%	611,222	502,908	10,721	26,000	487,629	11.0%
Morris	Off-Sale Only	--	4,961	2,466,639	1,869,584	597,055	24.2%	414,049	183,006	16,793	--	199,799	8.1%
Mound	Off-Sale Only	--	9,284	3,820,758	2,721,381	1,099,377	28.8%	688,608	410,769	7,929	--	418,698	11.0%
Nevis	On- & Off-Sale	--	392	901,352	486,547	414,805	46.0%	340,702	74,103	29,170	--	103,273	11.5%
New York Mills	On- & Off-Sale	--	1,287	835,576	526,549	309,027	37.0%	266,753	40,274	9,528	--	49,802	6.0%
Nisswa	On- & Off-Sale	--	2,121	5,306,132	3,509,556	1,796,576	33.9%	1,432,918	363,658	3,134	20,945	345,847	6.5%
North Branch	Off-Sale Only	--	11,756	3,839,269	2,797,680	1,041,589	27.1%	947,054	94,535	21	--	94,556	2.5%
Northfield	Off-Sale Only	--	21,109	2,797,955	2,032,144	765,811	27.4%	672,620	93,191	(33,110)	--	60,081	2.1%
Northome	On- & Off-Sale	--	162	351,035	192,160	158,875	45.3%	156,135	2,740	9	--	2,749	0.8%
Ogema	On- & Off-Sale	[0]	207	438,496	204,687	233,809	53.3%	167,761	66,048	3,641	--	69,689	15.9%
Ogilvie	On- & Off-Sale	--	390	866,522	491,109	375,413	43.3%	329,290	46,123	300	--	46,423	5.4%
Okabena	On- & Off-Sale	--	208	351,601	193,862	157,739	44.9%	155,180	2,559	--	--	2,559	0.7%
Olivia	Off-Sale Only	--	2,347	1,146,327	852,600	293,727	25.6%	289,507	4,220	(16,189)	--	(11,969)	-1.0%
Orr	On- & Off-Sale	--	209	694,825	393,987	300,838	43.3%	291,472	9,366	1,893	--	11,259	1.6%
Osakis	On- & Off-Sale	--	1,808	917,236	593,597	323,639	35.3%	359,741	(36,102)	57,530	--	21,428	2.3%
Palisade	On- & Off-Sale	--	166	187,404	104,421	82,983	44.3%	92,158	(9,175)	12,433	--	3,258	1.7%
Park Rapids	Off-Sale Only	--	4,238	3,489,995	2,593,495	896,500	25.7%	723,130	173,370	5,448	24,504	154,314	4.4%
Paynesville	Off-Sale Only	--	2,578	1,826,006	1,504,539	421,467	21.9%	401,446	20,021	(4,144)	1,350	14,527	0.8%
Pelican Rapids	Off-Sale Only	--	2,560	1,608,918	1,122,025	486,893	30.3%	320,865	166,028	3,053	--	169,081	10.5%
Perham	Off-Sale Only	--	3,605	4,410,460	3,138,058	1,272,402	28.8%	694,636	577,766	30,626	1,250	607,142	13.8%
Pine City	Off-Sale Only	--	3,458	2,888,535	1,703,813	684,722	28.7%	507,844	176,878	(303)	--	176,575	7.4%
Pipestone	Off-Sale Only	--	4,106	1,909,041	1,413,628	495,413	26.0%	324,195	171,218	1,642	--	172,860	9.1%
Pinecon	Off-Sale Only	--	5,425	5,714,281	4,267,865	1,446,416	25.3%	622,521	823,895	(85,844)	--	738,051	12.9%

Footnotes:

- [0] Information is taken from a cash receipts and disbursements statement.
 [16] The enterprise operation was sold.
 [21] The enterprise fund discontinued operations during the current year.
 * Net transfers are calculated by subtracting transfers in from transfers out. A positive amount indicates a greater level of transfers out than in.



Table 5
Comparison of City Liquor Store Operations - 2022

Name of City	Type of Store	Footnotes	Population	Gross Profit			Operating			Nonoperating			Net Profit/(Loss)		
				Sales (\$)	Cost of Sales (\$)	Amount (\$)	Percent of Sales	Expenses (\$)	Income/(Loss) (\$)	Revenues (\$)	Expenses (\$)	Amount (\$)	Percent of Sales	Amount (\$)	Net Transfers* (\$)
Buffalo Lake	On- & Off-Sale	--	660	503,225	282,946	220,279	43.8%	262,489	(42,210)	40,695	--	(1,515)	-0.3%	--	--
Butterfield	Off-Sale Only	--	601	184,824	148,923	35,901	19.4%	87,829	(51,928)	1,186	--	(50,742)	-27.5%	--	--
Caledonia	Off-Sale Only	--	2,895	1,005,971	767,486	238,485	23.7%	210,518	28,167	638	--	28,805	2.9%	25,000	25,000
Callaway	On- & Off-Sale	--	167	530,140	280,968	249,172	47.0%	161,611	87,561	1,016	--	88,577	16.7%	9,000	9,000
Cambridge	Off-Sale Only	--	10,541	6,650,664	4,953,842	1,696,822	25.5%	972,650	724,172	(5,586)	--	718,586	10.8%	725,000	725,000
Clarissa	On- & Off-Sale	--	662	500,782	282,962	217,820	43.5%	216,462	1,358	4,484	10,134	(4,292)	-0.9%	--	--
Cleveland	On- & Off-Sale	--	801	293,732	178,510	115,222	39.2%	159,962	(43,740)	55,097	--	11,357	3.9%	--	--
Columbia Heights	Off-Sale Only	--	21,582	9,338,869	7,025,815	2,313,053	24.8%	2,007,369	305,684	(17,066)	43,582	245,086	2.6%	378,850	378,850
Cook	Off-Sale Only	--	537	1,564,491	1,164,197	400,294	25.6%	304,513	95,781	1,706	--	97,487	6.2%	--	--
Cromwell	On- & Off-Sale	--	253	421,061	170,375	250,686	59.5%	233,476	17,210	16,692	--	33,902	8.1%	40,961	40,961
Dalton	Off-Sale Only	--	209	248,296	194,674	53,622	21.6%	69,413	(15,791)	112	--	(15,679)	-6.3%	--	--
Darwin	Off-Sale Only	--	350	795,132	681,496	113,636	20.6%	127,416	36,220	208,129	--	244,349	30.7%	--	--
Dassel	Off-Sale Only	--	1,505	1,330,688	1,056,973	273,715	20.6%	259,390	14,325	17,566	22,548	9,343	0.7%	--	--
Dawson	Off-Sale Only	--	1,464	537,427	378,763	158,664	29.5%	134,870	23,794	(980)	--	22,814	4.2%	--	--
De Graff	On- & Off-Sale	--	111	434,682	245,005	189,677	43.6%	282,448	(92,771)	54,714	678	(38,735)	-8.9%	(33,424)	(33,424)
Delano	Off-Sale Only	--	7,023	3,802,905	2,751,221	1,071,684	28.2%	770,979	300,705	(13,162)	7,670	279,873	7.4%	674,009	674,009
Detroit Lakes	Off-Sale Only	--	10,119	9,916,748	6,498,162	2,418,586	27.1%	1,983,229	1,035,357	(55,038)	86,537	893,782	10.0%	609,795	609,795
Eagle Bend	On- & Off-Sale	--	542	276,382	147,623	128,759	46.6%	159,174	(30,415)	30,020	--	(895)	-0.1%	9,664	9,664
Eden Prairie	Off-Sale Only	--	64,023	12,067,226	8,450,887	3,616,339	30.0%	2,591,577	1,024,762	(40,588)	45,050	939,124	7.8%	800,000	800,000
Edina	Off-Sale Only	--	54,048	14,427,474	10,010,262	4,417,212	30.6%	3,723,521	693,691	(69,456)	--	624,235	4.3%	985,327	985,327
Elizabeth	Off-Sale Only	--	166	474,542	381,088	93,474	19.7%	118,736	(25,262)	--	--	(25,262)	-5.3%	--	--
Elk River	Off-Sale Only	--	27,001	8,591,414	5,191,510	2,339,904	27.4%	1,593,173	746,731	(489,851)	344	256,536	3.0%	1,000,000	1,000,000
Elmore	Off-Sale Only	--	536	100,245	72,853	27,392	27.3%	35,776	(8,384)	--	--	(8,384)	-8.4%	--	--
Fairmont	Off-Sale Only	--	10,549	4,599,324	3,245,750	1,293,574	28.5%	853,037	640,537	(89,199)	--	551,338	12.1%	376,550	376,550
Farmington	Off-Sale Only	--	23,719	6,387,611	4,728,067	1,659,544	26.0%	1,212,002	447,542	(38,575)	37,334	371,633	5.8%	142,966	142,966
Fergus Falls	Off-Sale Only	--	14,985	7,310,050	4,976,220	2,333,830	31.9%	1,319,097	1,014,713	(56,199)	--	958,514	13.1%	675,189	675,189
Fifty Lakes	On- & Off-Sale	--	460	874,663	424,887	449,776	51.4%	377,881	71,895	--	--	71,895	8.2%	4,723	4,723

Footnotes:

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 [16] The enterprise operation was sold.
 [21] The enterprise fund discontinued operations during the current year.
 * Net transfers are calculated by subtracting transfers in from transfers out. A positive amount indicates a greater level of transfers out than in.

Analysis of Minnesota Municipal Liquor Store Operations

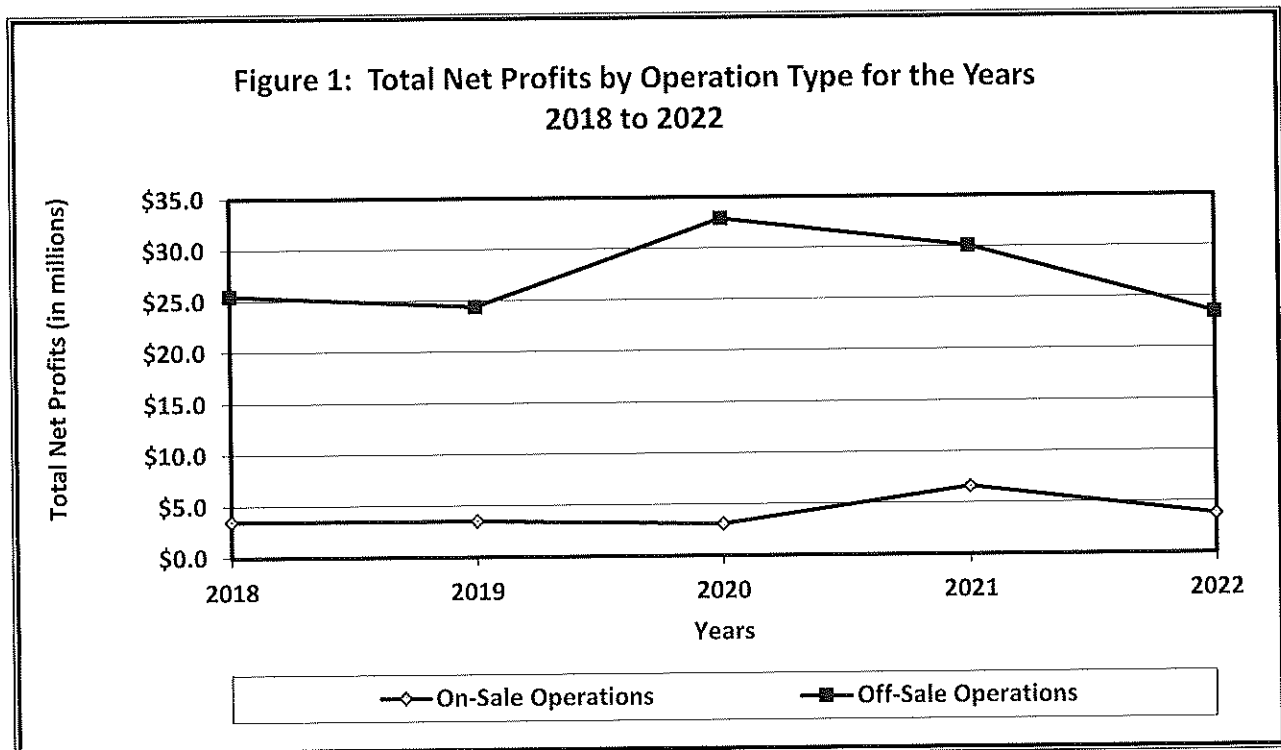
Net Profits of Municipal Liquor Store Operations

Overall

The combined net profit of all municipal liquor operations totaled \$27.3 million in 2022. This represents a decrease of \$9.4 million, or 25.6 percent, from the amount generated in 2021. Among on-sale operations, net profits totaled \$3.8 million in 2022, which was a decrease of \$2.8 million, or 42.6 percent, from 2021. Total net profits for off-sale operations totaled \$23.5 million in 2022, which represents a decrease of \$6.6 million, or 21.9 percent, from 2021.

Over the past five years, net profits decreased 5.9 percent. Among off-sale operations, there was a 7.7 percent decrease in net profits, while on-sale establishments showed an increase of 7.4 percent.

Figure 1 below shows the five-year trend of net profits.



Variances Among Individual Operations

Net profits and losses for municipal liquor stores operating as of December 31, 2022, ranged from a net loss of \$182,855 in Anoka to a profit of \$1.1 million in Lakeville. Overall, of the municipal liquor operations that reported in both 2021 and 2022, 34 cities showed year-to-year increases in their net profits, while 142 showed decreases. Of the 142 cities with declines in net profits between 2021 and 2022, 126 were in Greater Minnesota, and sixteen were in the Metro Area.

Operations Losing Money

In addition to municipal liquor operations that posted a decline in net profits between 2021 and 2022, 31 Minnesota cities reported net losses for 2022 (18 more than 2021). Twenty-seven of the 31 cities with losses were located in Greater Minnesota. Of the 31 cities whose liquor operations had net losses in 2022, 17 were on-sale operations and 14 were off-sale. Table 1 below lists the cities whose liquor operations posted net losses in 2022.⁶

Table 1 Municipal Liquor Store Operations with Net Losses in 2022			
Name of City	Net Loss	Name of City	Net Loss
Anoka	\$ (182,855)	Sebekka	(16,095)
Lake Park	(174,058)	Dalton	(15,679)
Blackduck	(96,419)	Underwood	(14,482)
Remer	(75,568)	Olivia	(11,969)
Sauk Rapids	(66,246)	Beaver Bay	(10,598)
Brooklyn Center	(59,236)	Elmore	(8,384)
Robbinsdale	(52,095)	Vergas	(7,436)
Butterfield	(50,742)	Waverly	(6,785)
De Graff	(38,735)	Hanley Falls	(6,577)
Spring Grove	(35,839)	Clarissa	(4,292)
Sacred Heart	(27,403)	Buffalo Lake	(1,515)
Elizabeth	(25,262)	Ada	(1,508)
Saint Francis	(24,572)	Balaton	(1,386)
Hanska	(23,741)	Holdingford	(528)
Luverne	(22,738)	Eagle Bend	(395)
Walnut Grove	(21,881)		

Total Sales at Municipal Liquor Operations

During 2022, Minnesota's municipal liquor operations reported a 27th consecutive year of record sales, totaling \$432.2 million. Total sales generated in 2022 increased by \$8.0 million, or 1.9 percent, over 2021. Among individual liquor operations that were in business for all of 2022, total sales ranged from \$98,753 in Hanska to \$21.9 million in Lakeville.

Figure 2 on the following page shows total sales by operation type for the years 2018 to 2022.

⁶The losses shown in Table 1 include pension expenses. When calculating net income or loss for the purpose of determining whether or not an entity needs to hold a public hearing on the question of whether the city shall continue to operate a municipal liquor store, pension costs are removed. See Minnesota Statutes § 340A.602.

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

RESOLUTION NO. 25-05

**FUND TRANSFER OF FUND 860 MISTY HOLLOW ESCROW TO FUND 250 FIRE
DEPARTMENT**

WHEREAS, Misty Hollow has a Developers Escrow Fund 860.

WHEREAS, Fund 860 has a balance of \$1121.79.

WHEREAS, The Fire Department hauled water for the testing of drainage issues and concerns.

WHEREAS, Payroll for the Fire Department to do as such was \$1121.79.

WHEREAS, The Fire Department needs to be reimbursed \$1121.79.

WHEREAS, It is desired to close out Misty Hollow Fund 860.

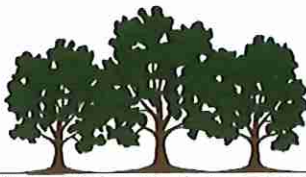
NOW, THEREFORE BE IT RESOLVED; The City Council of the City of Baldwin, the County of Sherburne to authorize the transfer of \$1121.79 from Fund 860; Misty Hollow to Fund 250; Fire Department thereby reducing Misty Hollow Fund 860 to a zero balance and closing out this fund.

PASSED by Baldwin City Council this 17th day of March 2025

Jay Swanson
Mayor
City of Baldwin

ATTEST:

Joan Heinen
Clerk/Treasurer
City of Baldwin



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

NEWSLETTER

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

Office Hours

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

Phone: 763-389-8931
Email: city.clerk@baldwinmn.gov

CITY COUNCIL

Jay Swanson, Mayor —763-631-8545
mayor@baldwinmn.gov
Tom Rush—763-389-8931
councilmemberD@baldwinmn.gov
Scott Case—763-350-0374
councilmemberB@baldwinmn.gov
Jeff Holm—763-389-8931
CouncilmemberA@baldwinmn.gov
Alan Walker—763-389-8931
councilmemberC@baldwinmn.gov

CITY CLERK / TREASURER

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

FIRE STATION

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

PUBLIC WORKS DEPARTMENT

Zachary Good, Supervisor
Phil Fadden, Maintenance Technician
763-389-8931

CITY OF BALDWIN WEBSITE:
www.baldwinmn.gov

CITY OF BALDWIN FACEBOOK:
www.facebook.com/CityofBaldwinMinnesota

April - June 2025

Calendar of Events for 2025

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

April 4	Public Accuracy Test @ City Hall 9 a.m.
April 7	City Council Meeting
April 8	Special Election—Sunday Liquor Licenses
April 14	Board of Canvass 7 p.m.
April 16	Special Planning Commission Meeting
April 17	Board of Appeal and Equalization 3 p.m.
April 17	Park Committee Meeting
April 21	City Council Meeting
April 23	Planning Commission Meeting
May 3	Clean Up Day 8 a.m. —12 p.m.
May 5	City Council Meeting
May 15	Park Committee Meeting
May 19	City Council Meeting
May 21	Special Planning Commission Meeting
May 26	Memorial Day— Office Closed
May 28	Planning Commission Meeting
June 9	City Council Meeting
June 18	Special Planning Commission Meeting
June 19	Juneteenth— Office Closed
June 23	City Council Meeting
June 25	Planning Commission Meeting
June 26	Park Committee Meeting

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

Special Election—Sunday Liquor Licenses
Tuesday, April 8, 2025 10 a.m. to 8 p.m.

WELCOME

BALDWIN WELCOMES KAYLA NIELSEN AS OUR DEPUTY CLERK-TREASURER

Kayla has been with Baldwin since July 2024. Before coming to Baldwin, Kayla's work experience included customer service, managing, and training. These skills have proved to be an asset in her position with Baldwin.

In addition to assisting the Clerk-Treasurer, she is also responsible for working with the City's website, newsletter, maintaining files, tracking residents' concerns, and working with the various City boards, commissions, and departments.

Kayla enjoys everything about her job, particularly being involved and learning about the different facets of government. She says there is always something to do. She especially enjoys working with the public both in person and on the phone.

For fun, Kayla, her husband John, their two children, and dog Nala (their chocolate lab mix), always find something to do. Whether camping or playing a competitive game of Cornhole bean bag toss, the family enjoys being outdoors together! When it is time to relax, Kayla enjoys a good book!

On your next visit to City Hall, be sure to say hello to Kayla.



SPECIAL ELECTION

Special Election – Sunday Liquor Licenses

Election Day is Tuesday, April 8, 2025. Polls are open 10:00 a.m. to 8:00 p.m. Residents vote at Baldwin City Hall (30239 128th Street NW, Baldwin, MN 55371).

An establishment must obtain a Sunday liquor license from Baldwin City Council to sell intoxicating liquor on-sale and off-sale on Sunday. Before the City Council may issue Sunday licenses, it must get approval from the voters at a general or special election. The City of Baldwin's special election to consider issuing Sunday liquor licenses is scheduled for April 8, 2025. The ballot question states:

Title: Sunday Liquor Licenses

Question: Shall the City of Baldwin authorize the issuance of Sunday intoxicating liquor licenses? "Yes" or "No"

If the voters approve Sunday liquor sales, the City Council would amend its existing Liquor Ordinance regarding Sunday licenses. Following this, the City Council can consider applications for Sunday licenses for businesses, restaurants, clubs, etc. that wish to sell intoxicating liquor on Sundays. This would be on-sale and off-sale liquor sales on Sunday.

If the voters do NOT approve Sunday liquor sales, the City will not be able to authorize liquor stores in Baldwin to sell intoxicating liquor on Sundays, nor will the City be able to authorize restaurants or other establishments in Baldwin to sell intoxicating liquor at their place of business on Sundays.

Absentee ballots are available at Baldwin City Hall until Monday, April 7, 2025 at 5:00 p.m. For more information about absentee voting, please see our website at baldwinmn.gov or contact City Hall at 763-389-8931.



IMPORTANT DATES

PUBLIC ACCURACY TEST: A public accuracy test will be held on **Friday, April 4, 2025** at 9:00 a.m. at the Baldwin City Hall, 30239 128th Street, Baldwin, MN for the purpose of demonstrating the accuracy of the programs to be used at the special election on April 8th, 2025. The demonstration is open to the press and the public. This test includes the City of Baldwin Precinct 1 and Precinct 2 for the April 8th, 2025 special election.

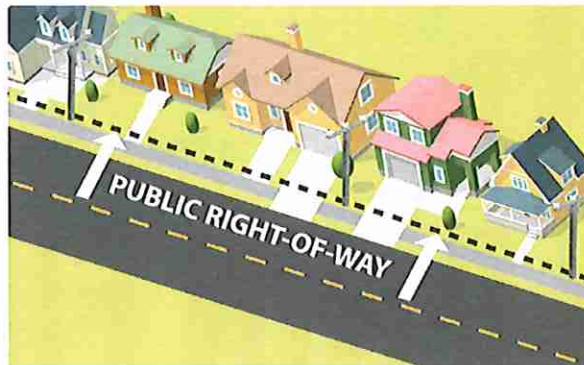
BOARD OF CANVASS: The Board of Canvass will be held on **April 14, 2025** at 7:00 p.m. at Baldwin City Hall. A canvassing board is an entity that conducts a formal "canvass" of the results of an election, which includes reviewing the vote totals and either certifying them as official, or ordering and administering a recount, if necessary. This meeting is open to the public.

BOARD OF APPEAL AND EQUALIZATION: Important information regarding property assessments. This may affect your 2026 taxes. The Board of Appeal and Equalization will be held on **April 17, 2025** at 3:00 p.m. at Baldwin City Hall. The purpose of this meeting is to determine whether property in the jurisdiction has been properly valued and classified by the assessor. If you believe the value or classification of your property is incorrect, please contact the City of Baldwin's Assessor, Jake Stenzel, at 763-308-5049 or email Jake at assessorjake@gmail.com to discuss your concerns. If you disagree with the valuation or classification after discussion with Jake Stenzel, you may appear before the Local Board of Appeal and Equalization. The board will review your assessments and may make corrections as needed. Generally, you must appeal to the local board before appealing to the County Board of Appeal and Equalization.

OBSTRUCTIONS

ORDINANCE 100: No person may place, maintain, or allow any obstruction in a road right-of-way other than those specifically permitted by this Article, by state law or rule, or by written approval of the City Council. Items prohibited by this section include, but are not limited to, fences, posts, structures, piled materials, hay bales, vehicles, trailers, campers, equipment, or any other items that interfere with the safe use or the maintenance of the right-of-way. No person shall park a functioning vehicle in a road right-of-way in such a way as to unreasonably interfere with the safe use of a road or the maintenance of the road right-of-way.

The Road Right-of-Way is defined as the area of land extending beyond the roadway which is reserved for public use. The right-of-way is 33 feet from the center line of the road way, and in some lake areas, 40 feet from the center line of the road way.



Common Obstructions include:

- Fencing and Posts
 - Headwalls
 - Boat Trailers
- Trash Cans on Road Surface
 - Unauthorized Structures
- Flower Beds, Landscaping, and Retaining Walls

If an obstruction is brought to the attention of the City, a letter will be sent to the resident to remove the obstruction immediately.

For additional information - see Ordinance 100 at baldwinmn.gov/ordinances/

UPCOMING EVENTS

Clean Up Day

Saturday, May 3, 2025

8:00 AM to 12:00 PM

Baldwin City Hall

Visit baldwinmn.gov for details as they develop



15th Annual Baldwin FunFest

Saturday, August 16, 2025

11:00 AM to 3:00 PM

NEW LOCATION!

The grounds at Eternity Church

12564 303rd Avenue NW

BALDWIN FIRE



Baldwin Fire Department is pleased to announce the acquisition of a used Pierce 65' Quint apparatus for \$10,000. It will be utilized in aerial operations, as a backup pumper, and rope rescue etc. This truck is a "jack of all trades" truck. The ladder truck has an expected service life of 10 years. Firefighters will be trained in truck and aerial operations and critical rescue situations. If you have any questions, please reach out to Baldwin Fire Chief Scott Case.

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