



AGENDA FOR MAY 5TH, 2025
BALDWIN CITY COUNCIL REGULAR MEETING
7:00 p.m.
(Revised 5/1/2025)

7:00 p.m. Call to Order

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

Treasurer's Report:

Sheriff's Report:

Public Comment Requests:

- Jeff Parent: 28320 98 ½ Street NW, Zimmerman – Road Repair in Sandy Lake Area

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 Resolution 25-08 Resolution to Support Princeton Youth Hockey Recreational Program
- Approve Resolution 25-09 Resolution to Support Princeton Football Recreational Program
- Approve City Council Meeting Minutes for April 7th, 2025 and April 21st, 2025
- Approve April 17th, 2025 Meeting Minutes for Local Board of Appeal & Equalization

Fire Department Report:

- a. Discuss/Approve/Disapprove Resolution 25-10 Fund Transfer from Fund 403 (Fire Infrastructure Fund) to Fund 250 (Fire Fund) of \$10,000.00
- b. Discuss/Approve/Disapprove Resolution 25-11 Fund Transfer from Fund 401 (Fire Service) to Fund 250 (Fire Fund) for 25 Percent Quarterly Fire Expenditures

Planning Items:

- a. Discuss/Approve/Disapprove Resolution 25-12; Northland Ponds Final Plat Approval and Authorization to Execute Agreements
- b. Discuss Code Enforcements
- c. Discuss Building Permits for January to March 2025 – Clerk
- d. Discuss Ag Exemptions – Jay Swanson

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.

- e. Accept Planning Commissioner Joy Johnson Resignation and Discuss Appointment Process
- f. Discuss/Approve/Disapprove First Amendment to Agreement for Building Official Services – Jay Swanson
- g. Discuss Parking Ordinance – Jay Swanson

Park Committee Report – Tom Rush

- a. Discuss/Approve/Disapprove Purchasing ADA Restrooms
- b. Discuss/Approve/Disapprove 50' Aquatic Weed Removal at Sandy Lake Beach
- c. Discuss/Approve/Disapprove Resolution 25-13; Revisions to Park Committee Bylaws
- d. Discuss DNR Grant

Cemetery Update – Tom Rush

Tabled Items:

- a. Discuss/Approve/Disapprove Estimate of \$1500.00 for Sandy Lake Boat Launch – Tom Rush

New Business:

- a. Discuss/Approve/Disapprove Municipal Liquor Feasibility Study – Jay Swanson
- b. Discuss/Approve/Disapprove Surface Treatment Plan – Tom Rush
- c. Schedule Budget Meeting – Jay Swanson
- d. Discuss/Approve/Disapprove Streaming Meetings – Scott Case
- e. Discuss/Approve/Disapprove Infrastructure Committee Facilities Tour Including Transportation – Jay Swanson
- f. Discuss/Approve/Disapprove Gambling Permit for Christ Our Light Church – Clerk

Announcements:

- a. Deputy Clerk Attending Conference May 5th – May 9th, 2025
- b. Public Works Supervisor on Vacation May 7th – May 11th, 2025
- c. Special City Council Meeting, Tuesday, May 13th, 2025 at 7:00 p.m.
- d. Park Committee Meeting, Thursday, May 15th, 2025 at 7:00 p.m.
- e. Next City Council Meeting, Monday, May 19th, 2025 at 7:00 p.m.

Any Other Business:

Approve Bills for Payment:

Adjourn:

CITY OF BALDWIN

*Cash Balances

Cash Account: 10100

May 2025

Fund	Begin May 2025	Receipts	Disbursements	Transfers		JE Payroll	Balance No		Investments	Balance
				Rec/Disb	Journal Entries		Investments			
10100 - Bremer										
101 - General Fund	(\$1,037,847.31)	\$7,995.74	(\$74,828.94)	\$0.00	\$0.00	(\$2,188.14)	(\$1,106,868.65)	\$0.00	\$0.00	In Bal
225 - Cemetery Fund	\$14,882.58			\$0.00	\$0.00	(\$107.65)	\$14,774.93	\$0.00	\$0.00	In Bal
250 - Fire Operations	\$29,282.19		(\$15,297.53)	\$0.00	\$0.00	(\$3,272.56)	\$10,712.10	\$0.00	\$0.00	In Bal
275 - Street Capital	\$120,805.92			\$0.00	\$0.00		\$120,805.92	\$0.00	\$0.00	In Bal
301 - G.O. 2017A	\$735,169.64			\$0.00	\$0.00		\$735,169.64	\$0.00	\$0.00	In Bal
302 - G.O. 2024A	(\$16,841.59)			\$0.00	\$0.00		(\$16,841.59)	\$0.00	\$0.00	In Bal
401 - Capital Project Fund	\$150,603.85			\$0.00	\$0.00		\$150,603.85	\$0.00	\$0.00	In Bal
402 - Fire Services	\$49,519.90			\$0.00	\$0.00		\$49,519.90	\$0.00	\$0.00	In Bal
403 - Fire Capital	\$149,265.80			\$0.00	\$0.00		\$149,265.80	\$0.00	\$0.00	In Bal
404 - Parks Capital Fund	\$83,706.85	\$5.00	(\$1,481.74)	\$0.00	\$0.00		\$82,230.11	\$0.00	\$0.00	In Bal
602 - Sewer Fund	\$48,716.45		(\$1,744.87)	\$0.00	\$0.00		\$46,971.58	\$0.00	\$0.00	In Bal
801 - Developers Account - Escrow	\$124,981.44	\$1,500.00		\$0.00	\$0.00		\$126,481.44	\$0.00	\$0.00	In Bal
802 - Baldwin Estates Escrow	\$1,489.61			\$0.00	\$0.00		\$1,489.61	\$0.00	\$0.00	In Bal
803 - Misty Hollow Escrow	\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	In Bal
804 - Buck Run Escrow	\$15,756.81			\$0.00	\$0.00		\$15,756.81	\$0.00	\$0.00	In Bal
805 - Sumser Farms 1st Addt Escr	\$2,186.41			\$0.00	\$0.00		\$2,186.41	\$0.00	\$0.00	In Bal
		MTD Amounts		YTD Amounts		MTD Amounts		Begin + YTD		
Begin	\$471,678.55			\$975,411.07		\$0.00	\$0.00	\$0.00	\$0.00	
Receipt	\$9,500.74			\$348,458.88		\$0.00	\$0.00	\$0.00	\$0.00	
Disbursements	(\$93,353.08)			(\$818,881.56)		\$0.00	\$0.00	\$0.00	\$0.00	
Transfers Rec/Disb	\$0.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Transfers JE	\$0.00			\$0.00						
JE Payroll	(\$5,568.35)			(\$122,730.53)						
			Balance	\$382,257.86	In Balance					

CITY OF BALDWIN

05/02/25 7:11 AM

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*Check Summary Register©

Batch:

040825EJ042125CC,042125CCPera,042925BiWeekFed,050525MeetingPymts,2025StealthTrailer,EJ0408CC042125,PAY20250109.00,
PAY20250205.00,PAY20250505.00,PAY20250702.00,PAY20250805.00,PAY20250905.00

Name	Check Date	Check Amt	
10100 Bremer			
49e Pera	4/24/2025	\$120.00	04212025 City Council Pera Rush Holm
50e Minnesota Dept of Revenue	4/24/2025	\$108.12	040825 EJ and 042125 CC
51e EFTPS	4/24/2025	\$467.42	040825EJ and 042125 City Council
52e EFTPS	5/1/2025	\$2,550.69	04292025 BiWeek Payroll
28537 Absolute Trailer Sales Inc	4/24/2025	\$10,504.25	2025 Stealth Enclosed Trailer
28538 Fadden, Phillip E.	4/29/2025	\$1,541.83	
28539 Good, Zachary D.	4/29/2025	\$1,534.69	
28540 Heinen, Joan	4/29/2025	\$2,447.14	
28541 Nielsen, Kayla	4/29/2025	\$1,409.96	
28542 Marshall, Richard	5/5/2025	\$92.35	
28543 Mattson, Clarence	5/5/2025	\$92.35	
28544 McGowan, William	5/5/2025	\$92.35	
28545 Miller, Patricia	5/5/2025	\$92.35	
28546 Newman, Sherry	5/5/2025	\$92.35	
28547 Schmock, Calvin	5/5/2025	\$92.35	
28548 Kriesel, Lester W.	5/5/2025	\$92.35	
28549 Loscheider, Connor	5/5/2025	\$18.47	
28550 Strand, Brent	5/5/2025	\$18.47	
28551 Case, Scott F.	5/5/2025	\$1,412.77	
28552 Fischer, Robin K.	5/5/2025	\$923.50	
28553 ARC Irrigation LLP	5/5/2025	\$582.00	Playground
28554 Baldwin Auto and Truck Repair	5/5/2025	\$1,824.53	Chief 1 Lube and Oil Change
28555 Boyer Trucks	5/5/2025	\$58.82	Fire Dept Parts Order
28556 Capital One Walmart	5/5/2025	\$62.04	Water Fire Department
28557 CenterPoint Energy	5/5/2025	\$607.98	FD and City Hall Gas Utilities
28558 City of Elk River	5/5/2025	\$4,012.00	Fire Academy
28559 Connexus Energy	5/5/2025	\$1,017.85	Electric Utilities
28560 Elan Financial Services	5/5/2025	\$1,467.08	MCFOA Conference Lodging
28561 EPA Audio Visual Inc	5/5/2025	\$42,804.60	Audio Video Equip City Hall
28562 Fire Instruction Rescue Educat	5/5/2025	\$1,800.00	Live Burn Ventilation Simulator
28563 Kirvida Fire	5/5/2025	\$6,930.77	Engine 3 2007 Freightliner
28564 Marvs True Value	5/5/2025	\$838.24	Bio Tube rebuild for reachable handle
28565 Minnesota Child Support Pymt	5/5/2025	\$439.77	04292025 Payroll
28566 Minnesota Fire Service Certif	5/5/2025	\$131.00	Firefighter Exam Brent Strand
28567 North Metro Tree Service Inc	5/5/2025	\$2,175.00	285th and 100th Street Tree Removal
28568 Office Depot	5/5/2025	\$234.39	Office Supplies
28569 Rallye Productions Inc	5/5/2025	\$144.45	FunFest Car Show Awards
28570 Rum River Consultants	5/5/2025	\$20,607.72	Building Permit Inspections Jan 2025
28571 Sherburne County Information T	5/5/2025	\$6,150.00	SkyNorth Microsoft 365 .gov domain
28572 Utility Consultants Inc	5/5/2025	\$723.91	Frontier Trails SSD
28573 Vanderpoel Disposal	5/5/2025	\$90.93	Refuse Disposal
28574 Wastewater Services Inc.	5/5/2025	\$650.00	Frontier Trails SSD
28575 Case, Scott	5/5/2025	\$349.40	
28576 Holm, Jeffrey R.	5/5/2025	\$349.40	
28577 Rush, Thomas J.	5/5/2025	\$712.11	
28578 Swanson, Jay C.	5/5/2025	\$646.45	
28579 Walker, Alan	5/5/2025	\$491.33	
Total Checks		\$119,605.53	

THE CITY OF BALDWIN PUBLIC COMMENT REQUEST FORM

As a courtesy, the City Council provides a public comment period as part of the agenda of its regular meetings. This is your chance to address the City Council on matters not on the agenda. Persons may address the City Council during the public comment period, provided they do so in compliance with the City's Administrative Policy.

Those wishing to address the City Council at the public comment portion of the meeting must comply with the following:

1. Fill out the form below, detach and present it to the Clerk/Treasurer or Mayor prior to the public comment portion of the meeting.
2. Public comment section is limited to 30 minutes and each speaker is limited to 5 minutes.
 - Speakers not heard will be first to present at the next City Council meeting or can be placed at the end of the current meeting agenda.
 - A person may only speak during the public comment period one time per month unless the Mayor approves another request form from the person to speak on a different subject.
3. Comments must relate to matters within the City Council's authority and be limited to the subject listed on the submitted request form.
4. The Mayor will review the request forms and will not allow a person to speak during the comment period if their request is not consistent with the Administrative Policy. Any commenter that fails to limit their comments to the listed subject, to the allowed time, or otherwise does not act in accordance with the Administrative Policy forfeits their opportunity to present to the City Council.
5. No one will be allowed to disrupt a City Council meeting.
6. The City Council will decide what action, if any, is appropriate to respond to the comments made.

Thank you!

TO ALL PERSONS ADDRESSING THE CITY COUNCIL AT PUBLIC COMMENT:
In order to accurately record your name and address to the official minutes of this meeting, please complete the following and hand it into the clerk, before addressing the City Council.

DATE: April 28 2025

NAME: JEFF PARELT

ADDRESS: 28320 98 1/2 ST NW Zimmerman

PHONE: 763-442-8278

SUBJECT TO BE PRESENTED TO THE CITY COUNCIL:

Road Coating SANDY LAKE AREA
Road Repair





**CITY OF BALDWIN
SHERBURNE COUNTY, MINNESOTA
RESOLUTION NO. 25-08**

RESOLUTION TO SUPPORT PRINCETON YOUTH HOCKEY

WHEREAS, Princeton Youth Hockey is a youth recreational opportunity to residents of the City of Baldwin;

WHEREAS, the City Council recognizes the value of the recreational programs of the Princeton Youth Hockey to the City and its residents;

WHEREAS, the City is authorized by Minn. Stat. 5 471.16, subd. 1, to cooperate with nonprofit organizations in any manner in which the City and nonprofit organization mutually agree for the benefit of recreation programs, and

WHEREAS, the City wishes to enter into an agreement with Princeton Youth Hockey to provide onetime financial support to its recreational programs, subject to renewal by the City Council;

NOW, THEREFORE, BE IT RESOLVED, that the City Council is hereby authorized to enter into an agreement with the Princeton Youth Hockey to provide financial support in the amount of \$600.00 for the benefit of Princeton Youth Hockey;

BE IT FURTHER RESOLVED that the Cities' obligations to the recreation programs shall be limited to this one-time payment unless the City Council agrees to renew the agreement; and

BE IT FINALLY RESOLVED that the Mayor and the City Clerk-Treasurer are authorized to work with the City Attorney to negotiate and sign an agreement with Princeton Youth Hockey to provide financial support to its recreational programs as contemplated in this Resolution.

Adopted this 5th day of May 2025.

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

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

**CITY OF BALDWIN
SHERBURNE COUNTY, MINNESOTA
RESOLUTION NO. 25-09**

RESOLUTION TO SUPPORT PRINCETON FOOTBALL

WHEREAS, Princeton Football is a youth recreational opportunity to residents of the City of Baldwin;

WHEREAS, the City Council recognizes the value of the recreational programs of the Princeton Football to the City and its residents;

WHEREAS, the City is authorized by Minn. Stat. 5 471.16, subd. 1, to cooperate with nonprofit organizations in any manner in which the City and nonprofit organization mutually agree for the benefit of recreation programs, and

WHEREAS, the City wishes to enter into an agreement with Princeton Football to provide onetime financial support to its recreational programs, subject to renewal by the City Council;

NOW, THEREFORE, BE IT RESOLVED, that the City Council is hereby authorized to enter into an agreement with the Princeton Football to provide financial support in the amount of \$600.00 for the benefit of Princeton Football;

BE IT FURTHER RESOLVED that the Cities' obligations to the recreation programs shall be limited to this one-time payment unless the City Council agrees to renew the agreement; and

BE IT FINALLY RESOLVED that the Mayor and the City Clerk-Treasurer are authorized to work with the City Attorney to negotiate and sign an agreement with Princeton Football to provide financial support to its recreational programs as contemplated in this Resolution.

Adopted this 5th day of May 2025

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

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



BALDWIN CITY COUNCIL REGULAR MEETING

APRIL 7TH, 2025

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

Jeff Holm arrived at 7:02 p.m.

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

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

Pledge of Allegiance – All present recited the Pledge of Allegiance

Prayer Request from Delmas Hines

Additions/Corrections to Agenda

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

April 2025 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$586,915.06, Receipts of \$23,280.41, Disbursements of \$50,748.97, leaving an unaudited ending balance of \$559,446.50.

Sheriff's Report – Deputy Kyle Wilson reported a total of 234 calls for the City of Baldwin in the month of March 2025. There were 3 burglaries; 2 were model homes with appliances stolen. It is suspected that the subcontractor took these. The second one was a John Deere tractor stolen from a garage, no leads on this one yet. The third one was unsecured business, but the suspect has been identified and will be charged. There was one theft which consisted of a roommate taking a stereo from a year ago. The other calls consisted of 8 motor vehicle accidents, 20 medicals, 50 traffic stops and 18 additional patrols were done. The rest were additional calls for service. Mayor Swanson questioned 9201 DAR/DAS/DAC on Sheriff's report. Deputy Wilson indicated these are driving without a valid license.

Public Comment Requests:

- Rebecca Rittenour: 255 4th Avenue SE, Milaca; Requesting permission from the City Council to clean three civil war veteran gravestones at Baldwin Cemetery. This would be for Park Day on April 26th, 2025. The solution was ordered by Rebecca along with SDS sheets. The solution is D/2 biological solution. Swanson questioned if the City Council were the right ones to ask or if the families should be asked. City Attorney, Ruppe, indicated that Baldwin is the owner of the cemetery and this falls on the Council to decide. Rush asked what material the

gravestones are, and Rebecca indicated that she is not sure but the solution she is using is very safe. Swanson asked if the Council approved the cleaning of the graves, if anything is wrecked, would the Council be responsible and Ruppe indicated yes.

Holm/Case unanimous to approve Rebecca Rittenour cleaning of 3 civil war veteran gravestones at Baldwin Cemetery.

- Teresa Barnes: 28641 143rd Street NW; Proposing lake improvements to Little Elk Lake at 287th Avenue NW. The alignment includes proposed work on the 1.5-acre property owned by the City. Teresa was at the Park Committee in March and was asked to communicate with the City Council on the work requested on the west side of Little Elk Lake. Partnership is requested with the city on a permit process with the DNR, excavation and buildable area for a park and boat launch. Dan Licht (TPC) indicated this would go through the Planning Commission once the plans are completed. City Attorney, Ruppe, communicated that the costs and excavating plans are needed by the City. City property is currently not buildable or usable unless the excavation is done. Ruppe, City Attorney, asked if any deeds have been completed, and Teresa indicated they have not. Dan Licht (TPC) and City Attorney, Ruppe, to work with Teresa Barnes on developing plans. **Holm made a motion to approve City Staff; Engineer, Ruppe and Licht to work on this project. Rush seconded the motion. Motion carried.**
- Ed Stofferahn: 29150 142nd Street; Ed was at the meeting to present to the City Council the development of city street signs and offer services. Ed has equipment at home or could come to the City Hall to use the printer machine at the City Hall. Swanson asked for a start time and money. Swanson asked if Ed could train Public Works on the machine the city owns. Swanson requested a plan prepared by Public Works and Ed and be brought back to the City Council.
- Donald Luebesmier: 13636 279th Avenue NW; Requesting portable toilet at Lake Helene access. Rush will be bringing this to the Park Committee.

Approval of Consent Agenda – Rush/Case unanimous to approve consent agenda.

- Approve Claims List – Check numbers 28448 – 28497 for \$52,926.95, 7 EFT Payments for \$8692.54 for a total of \$61,619.49.
- Approve Clerk Time Off of Friday, April 11th, 2025
- Approve Ehlers Invoice for \$3,466.25
- Approve City Council Meeting Minutes for March 17th, 2025
- Approve Road Salt Submission to Office of State Procurement
- Approve Ordering 18 EMS Posts and Signs for \$725.36 through M-R Signs

Fire Department Report – For the month of March 2025, Assistant Fire Chief, Robin Fischer reported 35 calls for service. These calls consisted of 24 medicals, 6 fires of 2 grass fires, 3 structures and 1 mutual aid. There were 3 hazards to the public, and 2 public assists.

Schedule Joint Meeting with Blue Hill Town Board Regarding Fire Contract – Clerk to work with Blue Hill Clerk on dates for this meeting. **Rush/Holm unanimous to approve** a tentative date and time of May 13th, 2025 at 7:00 p.m.

New promotion for Captain 7. Starting May 1st, 2025, the Fire Department will increase to 5 captains and 5 lieutenants. There is currently 4 captains and 4 lieutenants. Matt Sullivan will be captain 7. There are 2 lieutenant positions open and will be posted. The Chief will be appointing the 2 lieutenants from the list of candidates. **Rush/Holm unanimous to approve** Matt Sullivan as Captain 7 starting May 1st, 2025.

Planning Items:

Public Hearings:

Discuss/Approve/Disapprove Ordinance 2025-08; Interim Ordinance Establishing a Moratorium on Subdivisions – City Planner, Licht, from TPC presented the planning report. Full planning report on file in the Clerk's office. Moratorium can be lifted if the comprehensive plan for the city gets completed before a one-year time frame.

Holm/Walker unanimous to approve opening the public hearing at 7:43 p.m.

There was no testimony received from the public in favor of or against the proposed Interim Ordinance Establishing a Moratorium on Subdivisions.

Rush/Holm unanimous to approve closing the public hearing at 7:44 p.m.

Case/Walker unanimous to approve moratorium up to one year.

Discuss/Approve/Disapprove Resolution 25-06: Century Custom Cabinets Conditional Use Permit – City Planner, Licht, from TPC presented the planning report. Full planning report on file in the Clerk's office.

Holm/Case unanimous to approve opening the public hearing at 7:46 p.m.

There was no testimony received from the public in favor of or against Century Custom Cabinets Conditional Use Permit.

Rush/Holm unanimous to approve closing the public hearing at 7:47 p.m.

Holm/Rush unanimous to approve CUP for Century Cabinets with 4 conditions as noted in resolution 25-06.

Discuss/Approve/Disapprove Resolution 25-07; Finlayson Interim Use Permit Lots 4 and 5, Block 1, Hunter Estates – City Planner, Licht, from TPC presented the planning report. Full planning report on file in the Clerk's office.

Rush/Holm unanimous to approve opening the public hearing at 7:50 p.m.

There was no testimony received from the public in favor of or against Finlayson Interim Use Permit.

Holm/Rush unanimous to approve closing the public hearing at 7:51 p.m.

Mr. Finlayson was at tonight's meeting. Holm asked Mr. Finlayson if he was okay with the 18 conditions on resolution 25-07. Mr. Finlayson said he was. Swanson asked about the noise level of trucks entering and Mr. Finlayson stated there wouldn't be much trucks entering or exiting the property. Holm asked if the equipment is left on site or brought home and Mr. Finlayson indicated equipment is mostly left offsite. Case stated that the road is a 9-ton road, and this location is close to the area to be commercially developed in the future. **Holm made a motion to approve resolution 25-07, Case seconded the motion, Swanson disapproved, motion carried.** City Attorney, Ruppe, communicated that a line on the resolution needs a signature line for the applicant. This will be added, and the Clerk will contact the applicant for signature.

Discuss Code Enforcements –

PID# 01-004240220 – Private motor sport track. City Planner, Dan Licht, from TPC is requesting approval from the City Council to send step 1 code enforcement letter.

PID# 01-00535-0130 – RV as dwelling. City Planner, Dan Licht from TPC is requesting approval from the City Council to send step 1 code enforcement letter.

PID# 01-00404-0806 – Inoperable vehicles, junk/debris. Dan Licht from TPC to reinspect property the week of April 7th, 2025.

PID# 01-00015-4402 – Storage container. The property owner responded to step 1 code enforcement letter. Waiting for better weather so the storage unit can be moved.

PID# 01-00467-0165 – RV used as a dwelling unit, junk/debris. Dan Licht from TPC is requesting approval from the City Council to send step 1 code enforcement letter.

PID# 01-00415-0340 – Junk and debris and burning garbage. Dan Licht from TPC is requesting approval from the City Council to send step 1 code enforcement letter.

Rush/Case unanimous to approve sending step 1 code enforcement letter to applicants as noted above.

Park Committee Report:

Rush reported that Princeton Youth Baseball Association paid the field rent and payments are up to date. The Park Committee meeting is April 17th at 6:00 p.m. and the committee will be visiting Baldwin parks. Rush stated there was discussion on purchasing a drone. The Park Committee is working on the by-laws, and they have added 2 alternative park committee members.

Cemetery Update:

Discuss/Update on Cemetery Sexton Role for the Month of April 2025 – Baldwin's Cemetery Sexton won't be available the month of April 2025. Public Works Supervisor, Good, to fill in during this timeframe. City Council to discuss how Good will be paid when he is filling in as the cemetery sexton. The Public Works Supervisor to be paid his Public Works hourly rate when filling in as Sexton.

Discuss Updating Cemetery Map – Holm/Case unanimous to approve Rush contacting Bogart Pederson on a new cemetery map.

Discuss/Approve/Disapprove Cemetery Park Day and Cleaning of Three Civil War Veteran Gravestones – City Attorney, Ruppe, communicated to the City Council that there is nothing legally preventing the City Council from authorizing the resident to clean the three headstones located within Baldwin Cemetery. Ruppe stated that the city may be liable if the means or method used to clean the headstones damages or defaces the headstones in any way. This has already been discussed and approved under the public comment section of this meeting.

Tabled Items:

Discuss Employee Handbook – Swanson discussed that a committee should be set up to go over the employee handbook. The City Attorney, Ruppe, will check to see if May 13th, after the Blue Hill/Baldwin joint fire contract meeting, will work for their office. **Rush/Case unanimous to approve** a tentative May 13th, 2025 at 7:00 p.m. special meeting.

New Business:

Discuss/Approve/Disapprove Ordinance 2025-09 Amending Liquor License Fees – Case is requesting the Council to change the existing fees to match Sherburne County fee schedule. **Holm/Rush unanimous to approve** ordinance 2025-09.

Discuss/Approve/Disapprove Revising Policy Back to all Council Members Initialing Checks at City Council Meetings – Mayor Swanson would like to change the policy back to all City Council Members initialing all checks and EFT payments after the City Council meetings. **Rush/Holm unanimous to approve** all Councils reviewing checks and EFT payments after the meeting.

Discuss Meeting Date, Time and Distribution of Open House for 100th Street and 297th Avenue Residents – **Rush/Holm unanimous to approve** May 1st, 2025 at 7:00 p.m.

Discuss/Approve/Disapprove 2024 Freightliner Plow Truck Change Order – Change order dated March 24th, 2025, has an increase of \$6370.00. **Rush/Walker unanimous to approve** a total of \$48,739.00 for Towmaster and \$105,256.00 for J-Craft.

Discuss/Approve/Disapprove 2025 Clean-Up Day Pricing – The only increase from 2024 clean-up day pricing is car/ATV tires went from \$6.00 to \$7.00. The price per ton went from \$85.00 to \$90.00 and there is an additional charge of \$3.00 for dirty tires. Rush has reached out to Sherburne County about getting additional funding for clean-up day. Rush has been in contact with the hockey team and football team to volunteer. **Rush/Holm unanimous to approve** cleanup day fees.

Discuss/Approve/Disapprove Scheduling a Joint Meeting with the Planning Commission, Dan Licht; City Planner, and Andy Schreder; Rum River Construction Consultants – Rush/Walker unanimous to approve April 23rd at 7:00 p.m.

Discuss Maturity Notice on CD from Bremer Bank – April 19th, 2025 the CD matures. This CD was opened April 19th, 2023. The City Council will need to discuss whether they want to automatically renew this CD including the interest earned for the past two years. The interest earned up to April of 2024 was \$42,616.45 and the interest earned up to April of 2025 was \$50,566.89. **Rush/Case unanimous to approve** rolling principal and interest with Bremer Bank.

Discuss/Approve/Disapprove Quote from Ehler's on Budget Resolutions – Proposal received from Ehler's for this project is not to exceed \$3600.00. The scope of work is to provide a summary of budget adjustments due to a new City chart of accounts, prepare a budget adjustment resolution for City Council consideration and provide journal entries for staff to use towards budget adjustments in the City's general ledger system. **Case/Rush unanimous to approve** quote for up to \$3600.00 from Ehler's.

Discuss Ehler's Memo on City Chart of Accounts – The City of Baldwin requested assistance from Ehler's with a chart of accounts conversion including the mapping of the 2025 budget into the new chart of accounts. After review, a memo was received from Ehler's on recommendations and major outcomes of the new chart of accounts.

Discuss Certification for Local Board of Appeals & Equalization Meeting – Case indicated he will be out of town for the Local Board of Appeals & Equalization meeting. Case has a concern that Swanson is the only one certified. The Clerk will send an email to the City Council on training and certification for the Local Board of Appeals & Equalization.

Discuss Rum River Building Homes in Baldwin – Andy Schreder from RRCC started a new company called Performance by Design a couple of years ago. Mayor Swanson does not think Rum River Consultants should be building in the City of Baldwin. RRC is Baldwin's Building Official. Andy indicated that his role is managed by the Department of Labor for inspections. Swanson asked how this could be done if Baldwin needs another contractor to inspect his building permits. Swanson is requesting the contract have an addition stating that as long as Andy is the building official for Baldwin, he cannot build in Baldwin. Case agrees with Mayor Swanson. Rush stated that he understands the perspective of Andy and Case/Swanson's. Rush asked if Andy would be okay with just being Baldwin's Building Official. Walker would also like this stipulation added to the contract that if he is Baldwin's Building Official, Andy cannot build in Baldwin. Holm is okay with Andy building in Baldwin and getting another building official to inspect Andy's work. **Holm made a motion** for Baldwin's City Attorney to add to RRC contract on how inspections will be handled if Andy built houses in Baldwin. This sub-

contractor will report to the City Council and not RRC. **Rush seconded the motion. Swanson/Case disapproved. Motion carried.**

Approve Using TextMyGov to Gain Awareness for Clean-Up Day – Case/Rush unanimous to approve TextMyGov message being sent one week before clean-up day.

Announcements:

- a. Special Election for Sunday Liquor Licenses is Tuesday, April 8th, 2025. Polls Open from 10:00 a.m. to 8:00 p.m.
- b. Board of Canvass Monday, April 14th, 2025 at 7:00 p.m. to Certify April 8th, 2025 Special Election Results
- c. Special Planning Commission Meeting Wednesday, April 16th, 2025 at 7:00 p.m.
- d. Local Board of Appeal and Equalization Thursday, April 17th, 2025 at 3:00 p.m.
- e. Park Committee Meeting Thursday, April 17th, 2025 at 7:00 p.m. – Park Committee Meeting has been changed to 6:00 p.m. on April 17th per Rush.
- e. Next City Council Meeting is Monday, April 21st, 2025 at 7:00 p.m.

Any Other Business - None

Adjourn – Holm/Case unanimous to adjourn at 9:24 p.m.

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

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

Date

Attendees: Public Works Department Zac Good and Phil Fadden, Becky Rittenour, Mike Ternes, Jason Allen, Don Luebesmier, Matt Finlayson, Bruce West, Teresa Barnes, Delmas Hines, Ed Stofferahn, Baldwin Fire Department Assistant Chief Robin Fischer and Andy Schreder



BALDWIN CITY COUNCIL REGULAR MEETING

APRIL 21ST, 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 City Engineer; Sam Jochum and Shane Nelson from Hakanson Anderson

Call to Order – The April 21st, 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 - Walker/Case unanimous to approve as amended.

March 2025 Final Treasurer's Report – Beginning balance of \$657,396.43, Receipts of \$36,692.70, Disbursements of \$106,052.76, Check numbers 28392 – 28454, void check number 28411 and 9 EFT Payments, leaving an unaudited ending balance of \$588,036.37.

April 2025 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$588,036.37, Receipts of \$48,308.40, Disbursements of \$143,982.12, leaving an unaudited ending balance of \$492,362.65.

Public Comment Requests:

- Darryl Waletzko – 15890 255th Avenue NW, Big Lake: Darryl was at tonight's meeting to present to the City Council sinkhole repair. Darryl has provided options for other local municipalities to repair sinkholes. He went on to say that sinkholes cannot be quoted because they're under the ground and can't see it. Darryl stated the typical budget is \$20,000.00 but they don't even come close to that amount. Rush stated Baldwin has 18 sinkholes in the City and there is soil borings being done on 12 of them. Swanson stated that the City would keep him in mind for future quoting.
- Julie Weidenborner – 14312 314th Avenue NW, Princeton: Questions on pump cleaning at Frontier Trails. Julie was also inquiring about being out of compliance. The system was out of compliance due to the cold weather in February. Julie questioned if the concrete blankets are stored, which they are. Julie also questioned payroll related expenses that the Clerk will research.

Approval of Consent Agenda – Rush/Case unanimous to approve consent agenda

- Approve Deputy Clerk Time Off of April 22nd, 2025
- Approve Clerk Time Off of April 28th, 2025
- Approve Deputy Clerk Attending Minnesota Municipal Clerk's Institute With an Approximate Expenditure of \$1200.00
- Approve Board of Canvass Meeting Minutes of April 14th, 2025
- Approve Termination of Snowplow Drivers for the Season
- Approve Revised Data Request Form

Engineering:**Discuss/Approve/Disapprove Updated Staff Assignments from Hakanson**

Anderson – Hakanson Anderson is reorganizing staff assignment for the City of Baldwin. The proposal received from Hakanson Anderson would be that Sam Jochum will be handling the day-to-day activities. Shane Nelson would be involved in projects and more complex tasks. Ronald Wagner will be a Senior Advisor and will be attending City Council meetings upon request. For tonight's meeting, Hakanson Anderson will be only invoicing one Engineer attending tonight's meeting. **Rush/Case unanimous to approve** new staff assignments from Hakanson Anderson.

Discuss/Approve/Disapprove Request for Quotes for 305th Culvert and Ditch

Grading – City Engineer, Shane Nelson, provided plans and simple request for proposals to the City Council. The proposal is for 4 driveways with culverts to be worked on. There is one culvert that is lower than the existing ground. City Engineer, Shane Nelson is proposing a pre-manufactured vent on this culvert.

Rush/Walker unanimous to approve going out for quotes for 305th culverts and ditch grading.

Discuss/Approve/Disapprove 285th Avenue Curb and Gutter Request for Quotes –

Shane Nelson, City Engineer, stated that the best resolution for this area would be concrete curb and gutter. The City completed grading 285th Avenue last fall. Nelson requested to send this out to a few more contractors. The contractors the city gave Nelson does just the curb work and doesn't do all the work needed to complete the project. **Rush/Walker unanimous to approve** going out for quotes for 285th Avenue curb and gutter.

Discuss/Approve/Disapprove Wetland Permitting and Paving Repair on 278th

Avenue 123rd Street and 120th Street – Proposal is to do a swale excavation to improve water flow from north to south from the culvert at 278th Avenue. Baldwin City Engineer, Shane Nelson, is addressing the 278th Avenue repairs. This is a regulated wetland area, and it would be to excavate a swale. A wetland delineation would need to be done as well. The estimate for this work would be \$3400.00. Mayor Swanson asked if wetland credits would need to be bought. Nelson stated that wetland credits would not need to be bought. **Rush/Case unanimous to approve** swale excavation in wetland at 278th Avenue culvert. Nelson does not have any information on 123rd Street and 120th

street. Nelson stated that the plan is to reach out to Knife River to meet at the site on 123rd Street and 120th Street.

Frontier Trails Update:

An email received from Wastewater Manager, Mike Gwynn, stated everything looks good for the month of March 2025. The numbers are good, and everything seems to be running well. Mike recommends scheduling some maintenance work this spring which is next on the agenda for approval.

Financial transactions for Frontier Trails for the month of March 2025 are \$3911.00 receipts and \$5038.74 disbursements leaving a negative balance for the month of \$1127.74.

Discuss/Approve/Disapprove Steinbrecher Quote of \$4900.00 for Cleaning of System at Frontier Trails – Rush/Walker unanimous to approve \$4900.00 quote from Steinbrecher.

Road Report:

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

Discuss Street Signs – Case would like the City Council to start looking at changing out the street signs in the City to just state Baldwin.

Discuss/Approve/Disapprove Quote for Removal of 2 Trees on 100th Street (North Sandy Lake) and one on 285th Avenue – The City received 2 quotes for tree removal in this area. One quote was for \$2175.00, and the other was \$2700.00.

Rush/Walker unanimous to approve North Metro Tree Service for \$2175.00

Discuss/Approve/Disapprove Quote from AMKA for Replacement Items Instead of Speed Bumps – Rush is proposing to pick up the speed bumps from AMKA.

Rush/Walker unanimous to table until May 19th City Council meeting.

Discuss Culverts Southern Pines and North Elk Lake Loop – Swanson recommends getting Shane Nelson from Hakanson Anderson involved in this project. Public Works Supervisor, Good, recommends jetting out the culvert because it's 80% blocked. This is a stormwater culvert. Nelson indicated they would need to do a gopher one locate. The County would need to be contacted since this is the counties road right of way. Bob Ruppe stated that a temporary easement is needed from the HOA. Public Works Supervisor, Good, indicated that the developer's agreement states that the city is responsible for the stormwater. Bob Ruppe stated that its easement needs to be looked at. **Rush made a motion to have City Engineer, Shane Nelson, research stormwater culvert egress at Southern Pines and contact City Attorney, Bob Ruppe, if additional information is needed. Case seconded the motion, motion carried.**

Discuss Surface Treatment Plan – Rush stated that he has been working on the surface treatment plan along with Walker and Public Works Supervisor, Good, Swanson

asked City Engineer, Nelson, what he thought of micro-surfacing. Nelson stated it sets up fast, adds about 3/8" thickness, increases surface friction because its rough, fills in micro cracks and extends pavement longevity. There is some complaints on the rough surface. Swanson would like the total costs of the pavement maintenance plan. Swanson recommends the Engineers take a look at these plans. City Engineer, Shane Nelson stated that reclaim overlay is better because you are reconstructing the top 3 1/2" of the pavement. **Swanson made a motion for Hakanson Anderson to look over the surface treatment plan, Case seconded the motion, motion carried.**

Discuss/Approve/Disapprove Estimate of \$1500.00 for Sandy Lake Boat Launch – Case has a concern on using river rock and doesn't think this would be the best option. Nelson stated that the DNR has standard details for boat ramps. Nelson recommends using a bedding aggregate that's underneath the planks and between the planks using a crushed angular rock. Nelson to share the best material with Public Works Supervisor, Good. **Rush/Case unanimous to table** until the May 5th City Council meeting so engineers can review the best material to use.

Discuss/Approve/Disapprove Compactor for Road Repairs/Potholes – The quote is for \$839.95. **Case/Walker unanimous to approve** up to \$900.00 for purchase of a compactor.

Discuss Road Projects for 2025 Summer Build Season – Rush is requesting 303rd street be worked on September of 2025. Swanson would like City Engineers to review. Case stated this project should be added to 305th avenue. Swanson asked if Rush would like to do soil borings on this road. Case made a motion to do soil borings on 303rd Avenue. Shane Nelson recommends talking about this under letter j, sink holes, to save on mobilization.

Discuss Quotes for Sink Holes – Rush asked how many soil borings need to be done. City Engineer, Shane Nelson, recommends doing 4 soil borings on 303rd and 5 pavement quarters as well. Swanson asked if the information could be available for the May 1st open house. City Engineer, Shane Nelson, stated it could be available then. **Rush/Case unanimous to approve** 4 additional soil borings and 6 pavement quarters.

Discuss/Approve/Disapprove of Hiring Summer Help for Public Works – This would be the same employee as last year at \$20.00 an hour. This employee has already been trained and has the experience. He will be starting June 1st. **Rush/Walker unanimous to approve** hiring of summer help for Public Works starting June 1st, 2025.

Discuss/Approve/Disapprove Quotes for Enclosed Trailer – Case/Rush unanimous to approve enclosed trailer from Absolute Trailer for \$10,504.25.

Discuss/Approve/Disapprove Road Restriction Variance Permit for 136th Street – Josh Krenz – 31932 136th Street, Princeton. Josh Krenz is requesting a road restriction for 136th Street to haul over the 7-ton road limit on 136th street. **Case/Rush unanimous to approve** road restriction variance permit for 136th street.

Tabled Items - None

New Business:

Discuss/Approve/Disapprove Up to \$1000.00 to Purchase of T.V. for Streaming Meetings – Case questioned what size T.V. and it would be the same size as the one at City Hall. **Case/Walker unanimous to approve** T.V. purchase up to \$1000.00.

Discuss Cameras – Case indicated that security cameras should be installed outside the city buildings. Case recommends amazon cameras with an app. Case would like these at the Fire Station as well. Holm recommends wired so a battery is not needed. Lorex or Blink would be the recommendation by the City Council. **Case/Holm unanimous to approve** Swanson reaching out for estimates for security cameras.

Discuss/Approve/Disapprove City Council Meeting Minutes for February 24th, 2025 – Holm would like a change on page 12 changing “straighten up” to “string up.” Case questioned how much this costed and the Clerk stated 11 ¾ hours and costed approximately \$313.00. Holm stated that the “ums” should be removed. Swanson stated it should be word for word. Rush stated he wanted some things added for the record which brought the verbatim of this section of the meeting minutes. **Case/Rush unanimous to approve** February 24th, 2025 meeting minutes.

Schedule Employee Reviews – Swanson stated that employee reviews are usually done in June. This would be all 5 City Staff Employees. **Rush/Walker unanimous to approve** June 17th 2025 at 6:00 p.m.

Discuss Electric Sign Updates – Swanson to order the material tomorrow for the city sign and the power coating will be done next week. Gopher State One Call locate will need to be done as well.

Discuss/Approve/Disapprove Revised Contract With Rum River Consultants – The discussion would be for Andy Schreder to build homes in Baldwin. The City would need to hire another building official to inspect this work due to a potential conflict of interest. Swanson does not agree with entertaining the revisions to the contract. Case concurs with what Swanson stated. Andy Schreder approached the City Council. Andy Schreder communicated that there is oversight from the Department of Labor. Andy stated that his main role in Baldwin is as the City building inspector. Rush asked if Andy would be okay with just being the building inspector in Baldwin and Andy Schreder agrees in order to foster the relationship with the City Council. **Holm made a motion for the City Attorney to change the last paragraph on page 1 regarding the potential conflict of interest. Holm would like to table this until the final revision of the contract is completed. Walker seconded the motion. Swanson/Case/Rush disapproved; motion failed. Swanson made a motion for Bob Ruppe to add to the contract that RRC agrees not to build in Baldwin. Case seconded the motion. Holm**

disapproved; motion carried. The updated contract will be reviewed at the May 5th 2025 City Council meeting.

Holm/Case made a motion to reconvene the public comment portion of the agenda. Joss Jondahl has been discussing with buyers since January that they would like Andy to come into his development to build. Joss even stated that Andy with RRC should have an affiliated business arrangement.

Holm/Rush unanimous to close public comment section of the agenda.

Announcements:

- a. City Council and Planning Commission Joint Meeting Wednesday, April 23rd, 2025 at 7:00 p.m.
- b. Infrastructure Committee Meeting Thursday, April 24th, 2025 at 7:00 p.m.
- c. Open House for 100th Street and 297th Avenue Thursday, May 1st, 2025 from 7:00 p.m. to 8:30 p.m.
- d. Baldwin Clean-Up Day Saturday, May 3rd, 2025 from 8:00 a.m. to 12:00 p.m.
- e. Next Baldwin City Council meeting is Monday, May 5th, 2025 at 7:00 p.m.

Any Other Business:

The Clerk communicated to the City Council if copies are needed from the agenda packet to contact her prior to the meeting.

Brad Schumacher, Sherburne County Commissioner District 5, communicated that tobaccos licenses will be handled similar to cannabis. The City of Baldwin would need to then issue their own tobacco licenses. More information to come regarding this from Sherburne County.

Schumacher questioned if Baldwin has had any complaints on VRBO. Swanson stated there is nothing that he knows about. Schumacher indicated that there will be more revisions to VRBO regulations.

Accessory Dwelling units was passed by Sherburne County. The City of Baldwin will need to adopt this as well. This is only for homesteaded property. Schumacher suggested relative homesteaded properties due to 217 family properties in Sherburne. Holm asked about the Northstar train and Schumacher indicated they are in the process of dismantling this. They are starting to work on busing to various areas that the Northstar used to transport to.

Approve Bill for Payment - Rush/Case unanimous to approve check numbers 28498 – 28536 for \$87,429.35, void check number 28509 and 6 EFT payments for \$5803.80 for a total of \$93,233.15.

Adjourn - Holm/Rush unanimous to adjourn at 9:01 p.m.

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

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

Date

Attendees: Delmas Hines, Baldwin Public Works Supervisor Zac Good, Pat Brown, Julie Herrity-Weidenborner, Bruce West, Andy Schreder, Josh Krenz, Ron Messer, Joss Jondahl, Ed Stofferahn, Cartrell Cooper, Sherburne County Commissioner Brad Schumacher, Roxanne Schreder



**CITY OF BALDWIN
LOCAL BOARD OF APPEAL AND EQUALIZATION**

APRIL 17TH, 2025

The Board of Appeal and Equalization for the City of Baldwin will meet on April 17th, 2025 at 3:00 p.m. at Baldwin City Hall, 30239 128th Street NW, Baldwin, MN. The purpose of this meeting is to determine whether property in the jurisdiction has been properly valued and classified by the assessor.

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

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

Absent – Scott Case and Jeff Holm

Also Present – City of Baldwin Assessor; Jake Stenzel, City Planner; Dan Licht

Present from Sherburne County Assessor's Office – Michelle Moen and Kristina Botzek

Call to Order – The March 17th, 2025 Local Board of Appeals and Equalization was called to order by Mayor Jay Swanson at 3:00 p.m.

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

Annual Local Board of Review & Equalization –

Sales from October 1, 2023 to September 30, 2024 were used to determine the estimated market values for the 2025 assessment. Countywide there were 11 good sales of parcels over 34.5 acres. The median ratio of these sales was 63.39%. Agricultural Values increased by 30%. The ending ratio after these changes is 92.2%. The 2025 methodology utilizes agricultural sales within a region to develop a tillable and non-tillable value to be used for Green Acres in that area. Our Green Acres Region includes the Counties of Anoka, Chisago, Isanti and Sherburne. The Department of Revenue issued a memo which indicated that the average per acre value for tillable land was to be \$4,600 (up \$200 from 2024) and the average for non-tillable was to be \$3,000 (up \$100 per acre from 2024).

Residential statistics is 19 new homes in 2024 along with 317 miscellaneous permits such as decks, basement finish, additions and roofs. There were 79 total sales last year with a median sale price for 2024 of \$426,400.00 and a median market value of

\$401,200.00. New construction is valued at \$10,630,800 for 2025 and total City estimated market value is \$1,231,363,100.

Mayor Swanson introduced City Assessor Jake Stenzel, City Planner Dan Licht, and Sherburne County Assessor Michelle Moen.

Jake Stenzel stated that this meeting is about valuation and not taxes. Stenzel stated there were 79 sales last year for Baldwin with about 1000 sales County wide. The quantile last year were about 700 parcels, and the location was in the middle of the city. This year they will be assessing the south end of the city. Jake Stenzel indicated that every year 20% of the city is assessed.

Swanson asked for trends and Mr. Stenzel indicated it is the same market as in the last few years. Jake Stenzel indicated that there is a lot of shortage and demand is up.

Michelle Moen from Sherburne County Assessors office stated that of the 79 sales, it was started at 90.8% ratio, and they must be at 90-105% with a goal of 100%. This year with the adjustments, the City is at 94%. The State accepts this ratio.

Ruth Hudson – PID# 01-00031-3300, 28010 Elk Lake Road: Ruth Hudson is requesting amendment to her on estimated market value based on appraisal dated 4/15/2025. Jake Stenzel requested to look at the appraisal that Ruth brought to the meeting. The appraisal has a quick sale amount and other appraisal amounts. The appraisal was also not done on the interior of the home. Jake Stenzel requested to go out to property to review. The appraisal was done on exterior only, not the basement or any depreciation. Michelle Moen recommends the resident let Jake Stenzel do an interior review. The appraisal that the resident has was from an independent appraisal from a bank. Swanson asked if Ruth would be willing to have an interior appraisal, and she stated she would not be due to privacy. Mayor Swanson stated the discrepancy is approximately \$50,000. This appraisal was not a part of the quantile for 2024 but will be assessed next year. Mayor Swanson indicated that nothing can be done at this meeting, but Jake Stenzel could come out to assess the property. The 2025 assessment amount on this property is \$637,000.00 and last year was \$618,500.00. Jake Stenzel stated that lake shore adjustments from sales is typically 5% each year and is normal. The current increase for this property is a 3% increase. **Rush/Walker unanimous to approve**, City Assessor, Jake Stenzel assessing this property this week. If the residents are not in agreement with Jake Stenzel's assessment, they would then need to go to the County Local Board of Appeals in June of 2025. No change to this valuation at this meeting.

Andy Kelly – PID# 01-00438-0160, 10204 316th Avenue: Andy Kelly stated he is appealing the value of the land. The land is valued a lot less in comparison to other property in this area per acre. When he looks at the assessed value of the other land, it is coming in at \$12,000.00 to \$13,000.00 per acre. The highest cost is a 2 20-acre parcel with commercial structure and no wetland is \$13,127.00. Andy Kelly has 13 ½ acres and is assessed at \$17,500.00 an acre.

Jake Stenzel printed maps of the wetlands in his area. The 2.3 acres he owns of wetland is \$1900.00 an acre. Michelle Moen from Sherburne County Assessors Office explained that residential property that is 20 acres or more, the first 10 acres goes to the house and valued higher. After that it is considered rural vacant land. This is 2 different classifications and is MN Statute that must be followed. After the site valuation, it has to be looked at if wetlands, wooded, pasture, tillable, high ground, the whole makeup of the property.

Mr. Kelly is saying that the valuation is based on a 40-year-old map that the DNR is saying is meaningless. Andy Kelly is saying it should be valued at \$17,000.00 an acre. Jake Stenzel is saying the price per acre is not the best form of comparison to use. Mayor Swanson suggested 3 options that could be done at this meeting. They can do nothing at this time, reduce property value to \$13,000.00, but this would not be doing the rest of the similar neighboring property owners any favors, or Andy Kelly can bring this to Sherburne County Local Board of Appeals in June. **Rush/Walker unanimous to approve** no change to the property valuation at this meeting.

Norm Behnke – 28323 Lake Diann Road: Norm Behnke noticed a 16.7% increase in his property value. Mr. Behnke requested comparables from Jake Stenzel. Norm Behnke sent outdated information stated Jake Stenzel. The information that Behnke is using is on Chase Mortgage and Zillow. Jake Stenzel sent comps like Lake Fremont and Norm Behnke lives on Lake Diann. Behnke indicated that the size of the lake should be taken into consideration. Norm Behnke stated his property is overvalued by \$45,000. Jake Stenzel indicated that the County and him looked at the lake values and they were undervalued. Stenzel asked Behnke if he has recently talked to any real estate agents on property values. Swanson questioned the valuations being based on different lakes and the sizes. Michelle Moen indicated that the quality of the lakes are looked at as well. Norm Behnke is requesting comparables on lakes similar to Lake Diann. Michelle Moen asked if Jake Stenzel has done a physical review with Behnke. Swanson indicated this property should be reviewed this year. This property is set up to be on next year's quantile. **Rush/Walker unanimous to approve** Jake Stenzel assessing this property next week. Behnke would then go to the County Local Board of Appeal on June 17th, 2025 if Norm doesn't agree with Jake Stenzel's assessment. No changes to the valuation at this meeting.

Dan Peterson - 28029 Elk Lake: Dan Peterson bought this property 5 years ago for \$775,000.00. In 2024 the valuation was \$967,000.00. Last year the increase was \$1052.00 with an increase of \$84,000. This raised the taxes by \$1200.00 a year. The valuation is being increased again this year stated Dan Peterson.

Dan Peterson stated that his home value is depreciating due to windows, roof, siding, etc. This property is not on the quantile this year but is for next year. Michelle Moen stated that the value of this property is \$767,000.00 and was bought for \$775,000.00 and this valuation is right on. Michelle Moen stated this is due to market increases for the last 2 years. Jake Stenzel will look at this property for depreciation. If Dan Peterson

agrees with Jake Stenzel's valuation, he does not need to go to the County Local Board of Appeals. **Rush/Walker unanimous to approve** Jake Stenzel assessing property this year. No changes to the valuation at this meeting.

Adjourn – Rush/Walker unanimous to adjourn at 4:00 p.m.

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

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

Date

Attendees: Paul & Kathie Miezwa and Brian & Diane Carley

**CITY OF BALDWIN
SHERBURNE COUNTY, MINNESOTA
RESOLUTION NO. 25-10**

**RESOLUTION APPROVING THE TRANSFER OF \$10,000.00 FROM FUND 403; FIRE
INFRASTRUCTURE FUND TO FUND 250; FIRE FUND**

WHEREAS, fund balances are necessary in order to maintain adequate cash flow reserves and finance contingent compensated absence liability, unexpected expenditures, and specific programs where uses may be restricted; and

WHEREAS, the City Council of the City of Baldwin recognizes that an adequate level of fund balance is necessary to provide for cash flow requirements, emergency and contingency needs and to fund specific programs; and

WHEREAS, major revenues, including property taxes, and local government aid are not typically received until the second half of the fiscal year; and

WHEREAS, the City has adequate fund balances in several funds to prevent deficit balances in certain funds or to reimburse for assets that haven't previously been accounted for through the audit process.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Baldwin hereby approves fund balance transfers for expenses and to eliminate deficit fund balance as follows and as recommended by staff:

- \$10,000.00 from Fire Infrastructure Fund (Fund 403) to Fire Fund (Fund 250) to cover unforeseen outstanding Fire Department Vehicle Repairs;

ADOPTED by the Baldwin City Council on the 5th day of May, 2025.

Jay Swanson, Mayor
City of Baldwin

STATE OF MINNESOTA

COUNTY OF SHERBURNE

I, Joan Heinen, duly appointed and qualified Clerk to the Council for the City of Baldwin, County of Sherburne, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original minutes of proceedings of the Baldwin City Council, at a City Council meeting held on the 5th day of May, 2025, now on file in my office and have found the same to be true and correct copy thereof.

Witness my hand and official seal at Baldwin, Minnesota, the 5th day of May, 2025.

Joan Heinen
Clerk/Treasurer
City of Baldwin

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

RESOLUTION NO. 25-11

RESOLUTION APPROVING TRANSFER OF FUNDS

WHEREAS, the City of Baldwin (“City”) has entered into a Fire Service Agreement (“Agreement”) with Blue Hill Township (“Township”) for the provision of fire services for which the Township pays the City during the term of the Agreement an agreed upon amount; and

WHEREAS, the funds received from the Township for the provision of fire services is deposited in the City’s Fire Service Fund (No. 402); and

WHEREAS, the City prepares a quarterly report on the Fire Department’s operating expenses; and

WHEREAS, the City has been advised by its financial consultants to transfer each quarter funds from the Fire Service Fund (No. 402) to the Fire Fund (No. 250) in an amount equal to the Township’s percentage of Fire Department Services utilized based on the Agreement (which is currently 25 percent) multiplied by the total amount of the Fire Department’s operating expenses for the previous quarter; and

WHEREAS, the City has been further advised by its financial consultants that resolutions must be approved by the City Council in order to transfer money between funds.

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

1. The City Clerk/Treasurer is authorized and directed to transfer funds automatically each quarter from the Fire Service Fund (No. 402) to the Fire Fund (No. 250) in an amount equal to the Township’s percentage of Fire Department services utilized based on the Agreement (which is currently 25 percent) times the total amount of the Fire Department’s operating expense for the previous quarter.

Passed this 5th day of May 2025.

Jay Swanson, Mayor

Joan Heinen, Clerk



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

PLANNING REPORT

TO: Baldwin Mayor and City Council

FROM: D. Daniel Licht

REPORT DATE: 30 April 2025

RE: Baldwin – Northland Ponds; Final Plat

TPC FILE: 269.02

BACKGROUND

Lakeside Investments MN, LLC is proposing to subdivide an existing 36.692 acre parcel (PID 01-00034-3100) into 10 lots and one outlot. The subject property is currently undeveloped. The proposed subdivision received preliminary plat approval in accordance with Section 910-3-3.B of the Subdivision Ordinance on 16 December 2024. The preliminary plat approval also included a setback variance from the Ordinary High Water Level of a Natural Environment Lake that is within the subject property. Section 910 of the Subdivision Ordinance establishes the process for final plat review, which is subject to approval of the City Council. The City Council will consider the application at their meeting on 5 May 2025.

Exhibits:

- Property Location Map
- Final Plat
- Development Contract
- Resolution 25-12

ANALYSIS

Comprehensive Plan. The Comprehensive Plan includes a goal to establish land use patterns that provide connections to existing public amenities and the natural landscape. Existing rural residential character is to be expanded without spoiling scenery or open spaces. The proposed final plat is consistent with the goals and policies of the Comprehensive Plan.

Zoning. The subject property is zoned R1, General Rural District. The subject property is also within the Shoreland Overland District of an unnamed Natural Environment Lake and Prairie Hill Lake east of 116th Street (CR 39). The final plat proposes subdivision of 10 lots for construction new single family dwellings. Single family dwellings (and related accessory structures) are allowed as a permitted use within the R1 District and Shoreland Overlay District.

Surrounding Uses. Existing development in the area of the subject property includes rural single family dwellings on parcels that are between five and 10 acres in area to the north and east. There is a 40 acre undeveloped parcel to the west of the subject property and an 80 acre parcel with one single family dwelling to the south. The proposed final plat also surrounds an exception parcel with a single family dwelling. The proposed final plat allowing for construction of 10 single family dwellings is similar with the character of surrounding development and will be compatible within the area.

Access. The subject property abuts 116th Street (CR 39), which is designated as local road by the Sherburne County Transportation Plan. Lots 1 and 2, Block 1 are proposed to access 116th Street (CR 39). Lot 1, Block 1 is proposed to use an existing access onto 116th Street (CR 39) whereas Lot 2, Block 1 will share an access with the existing driveway accessing the exception parcel. Access for Lots 1 and 2, Block 1 to 116th Street (CR 39) is to be subject to review and approval by Sherburne County.

Lots 3-6, Block 1; Lots 1 and 2, Block 2; and Lots 1 and 2, Block 3 are to be accessed via right-of-way and construction of a local City street designated as 280th Avenue. The location of 280th Avenue intersecting 116th Street (CR 39) is to be subject to review and approval of Sherburne County. The proposed final plat provides for dedication of 66 feet of right-of-way for 280th Avenue consistent with the requirements of Section 910-10-4.B.1 of the Subdivision Ordinance. Construction plans for 280th Avenue are for a 24 foot wide street surface and three foot gravel shoulders. Right-of-way dedication and the design of the street sections within the right-of-way has been reviewed and approved by the City Engineer pursuant to Section 910-10-4.B.3 of the Subdivision Ordinance.

Access to individual lots from 280th Avenue will be subject to the requirements of Section 1.08 of the City Right-of-Way Ordinance. Driveways must be a minimum of 75 feet from intersections or other driveways on the same side of the street. Section 910-21-6.B.2.b of the Zoning Ordinance requires that the driveway within each platted lot be surfaced with concrete or asphalt at least to the 50 foot front setback line.

The final plat provides for extension of the right-of-way for 280th Avenue to the west plat line to allow for future subdivision of the parcel to the west. A temporary cul-de-sac will be constructed at the terminus end of 280th Street. A temporary roadway easement has been drafted by the City Attorney and will be recorded over Lot 3, Block 1 and Lot 1, Block 1 for the temporary cul-de-sac. Removal of the temporary cul-de-sac and restoration of the yards would be the future responsibility of the subdivider of the parcel to the west.

The final plat also includes Outlot A intended as future right-of-way for extension of a street to the south if the abutting 80 acre parcel is subdivided in the future to provide neighborhood connectivity and multiple access points to the final plat other than from 116th Street (CR 39). As the street that would be constructed within the right-of-way is not needed for access to the lots within the final plat, City staff recommends that the right-of-way be platted as an outlot and deeded to the City. The City Attorney has drafted the deed for Outlot A to transfer ownership to the City. Future construction of a street within Outlot A would be the responsibility of the subdivider of the abutting parcel to the south.

Lot Requirements. Section 900-50-7 of the Zoning Ordinance sets forth the following minimum requirements for lots within the R1 District. The minimum lot area and width requirements applicable to platted single family lots within the R1 District are more restrictive than those of the Shoreland Overlay District for Natural Environment Lakes and govern as provided for by Section 900-1-5.B of the Zoning Ordinance.

A. Lot Area:		
	Platted Lot:	2.5 acres
	Buildable Area Within Parcel or Lot:	40,000 square feet
B. Lot Width:		200 feet
C. Lot Depth		300 feet

The proposed lots range in area from 2.50 acres to 5.17 acres in area and have a mean area of 3.29 acres. All of the proposed lots have more than 40,000 square feet of buildable area for construction of a single family dwelling as required by Section 900-16-2.B of the Zoning Ordinance. Each lot is more than 200 feet in width measured at the required setback from the front lot line abutting a public road and are more than 300 feet in depth. The lots within final plat comply with the minimum requirements of the R1 District and Shoreland Overlay District.

Impervious Surface. Section 900-90-10.B.1 of the Zoning Ordinance limits impervious surface within the Shoreland Overlay District to not more than 25 percent of the lot area. All or portions of the lots within the final plat are subject to the provisions of the Shoreland Overlay District. Each lot (or the portions thereof within the Shoreland Overlay District) has sufficient area to allow for construction of a single family dwelling, accessory structures, or other impervious surfaces while complying with the 25 percent limit. The certificate of survey submitted with application for a building permit will be required to indicate the proposed impervious surface within the lot.

Setbacks. Lots within the R1 District are subject to the setback requirements established by Section 900-50-8 of the Zoning Ordinance below. Each of the other lots within the final plat have adequate area to allow for construction of a single family dwelling in compliance with required minimum setbacks of the R1 District.

A. Front Yard or Side Yard Abutting a Public Road:		
	City Street:	50 feet
B. Side Yard (except as allowed by Section 900-51-5.A):		20 feet
C. Rear Yard:		25 feet

Section 900-90-7.B.1 of the Zoning Ordinance requires a minimum setback of 150 feet from the Ordinary High Water Level of a Natural Environment Lake for structures and Subsurface Sewage Treatment Systems. A variance was approved with the final plat to reduce the required setback from the Ordinary High Water Level to 75 feet for Lot 2, Block 1. All other lots within the have the ability to comply with the 150 foot setback required from the Ordinary High Water Level.

Landscaping. Section 900-19-2.B.1 of the Zoning Ordinance requires planting two shade or evergreen trees per acre for each lot platted after 3 April 2023. The tree planting requirement will be satisfied as part of the building process for each lot.

Grading. The developer has provided a grading plan the proposed final plat. The site work will disturb less than one acre, so the stormwater management provisions of Section 910-10-6 of the Subdivision Ordinance do not apply. All grading, drainage, and erosion control issues are subject to review and have been approved by the City Engineer.

Wetlands. Administration of the Wetland Conservation Act (WCA) is the jurisdiction of the City. A wetland delineation for the subject property approved by Sherburne County identifies no physical impacts to the Natural Environmental Lake are proposed as part of the site development. All wetland issues are subject to review by the City Engineer.

Utilities. The lots within the proposed final plat are to be served by private Subsurface Sewage Treatment Systems (SSTS) and wells in accordance with Section 910-10-5 of the Subdivision Ordinance. The submitted plans identify a primary and secondary drainage field site within each lot for a SSTS. All SSTS and well plans are to be subject to review and approval of the Building Official at the time a building permit is applied for.

Easements. Section 910-10-8 of the Subdivision Ordinance requires dedication of drainage and utility easements a minimum of 12 feet in width at the perimeter of each lot, which may be centered on lot side and rear lines for abutting lots within the final plat. The final plat indicates the required perimeter drainage and utility easements, as well as over stormwater basins corresponding to the proposed grading plan. All drainage and utility easements are to be subject to review and have been approved by the City Engineer.

Park Dedication. Section 910-10-10 of the Subdivision Ordinance requires developers to dedicate 10 percent of the buildable area of a parcel being subdivided to the City for park purposes. The City may also elect to receive a cash fee in lieu of land dedication to be used only for development of the City park system. Park dedication requirements for the proposed preliminary plat were reviewed by the Park Committee at their meeting on 18 July 2024. The

Park Committee recommends that the developer pay a cash fee in lieu of land to satisfy park dedication requirements. The final plat does not propose dedication of land to the City for public park purposes meaning park dedication requirements would be satisfied by payment of a cash fee in lieu of land. The cash fee in lieu of land is to be paid at the time of final plat approval based on the fee established by the Fee Schedule Ordinance in effect at that time.

Development Agreement. The City Attorney has drafted a Development Agreement as required by Section 910-11-5 of the Subdivision Ordinance to be executed by the developer related to the proposed final plat to provide for completion of all public improvements, establishment of required securities, and payment of applicable fees. The Development Agreement is to be approved by resolution of the City Council concurrent with the final plat approval.

RECOMMENDATION

The proposed Northland Ponds final plat is consistent with the Comprehensive Plan for rural residential development. The final plat further complies with the requirements of the Zoning Ordinance and Subdivision Ordinance, as well as the preliminary plat approval conditions. City staff recommends approval of the final plat, subject to the stipulations outlined below.

POSSIBLE ACTIONS

Motion to adopt a resolution approving Northland Ponds Final Plat, subject to the following conditions:

1. Access from Lots and 2, Block 1 to 116th Street (CR 39) shall be subject to review and approval of Sherburne County.
2. The proposed intersection of 280th Avenue with 116th Street (CR 39) shall be subject to review and approval of Sherburne County.
3. The developer shall dedicate a temporary roadway easement at the terminus end of 280th Avenue, subject to review and approval of City staff.
4. Outlot A shall be deeded to the City for future right-of-way purposes.
5. The right-of-way and street design and construction for 280th Avenue shall be subject to review and approval of the City Engineer.
6. Access to individual lots from City streets shall comply with Section 1.08 of the City Right-of-Way Ordinance and Section 900-21-6.B.2.b of the Zoning Ordinance.

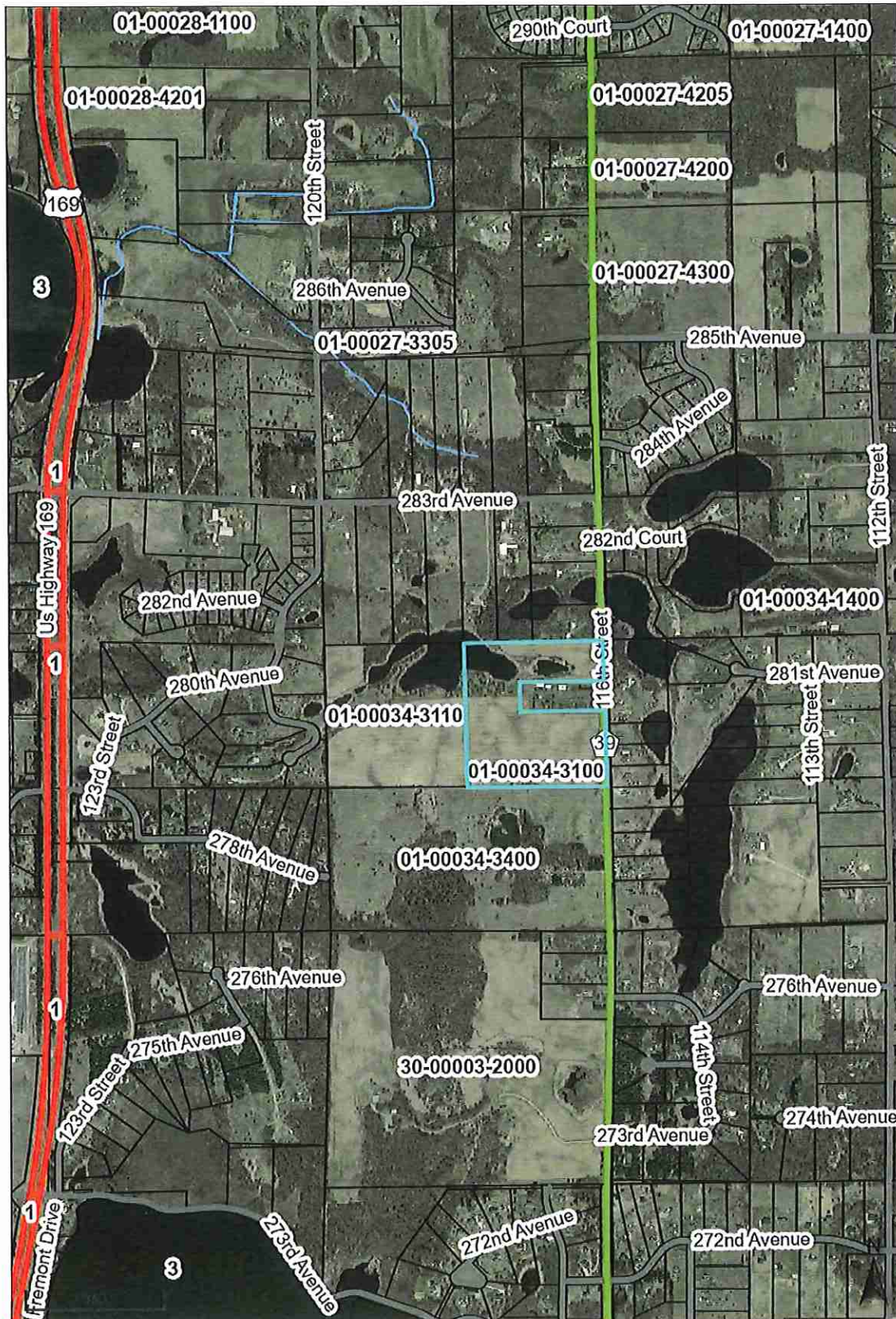
7. Construction on all lots shall comply with the following setback requirements:

A. Front Yard or Side Yard Abutting a Public Road:		
	County Road	67 feet
	City Street:	50 feet
B. Side Yard (except as allowed by Section 900-51-5.A):		20 feet
C. Rear Yard:		25 feet
D. Ordinary High Water Level		
	Lot 2, Block 1	75 feet
	Lots 3-6, Block 1; Lots 1-2, Block 2; Lots 1-2, Block 3	150 feet

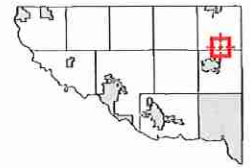
8. Impervious surface within all or portions of lots within the Shoreland Overlay District shall not exceed 25 percent; proposed impervious surface within the Shoreland Overlay District shall be shown on the certificate of survey for each lot with application for a Building Permit.
9. Subsurface Sewage Treatment Systems and well utilities for each lot shall be subject to review and approval of the Building Official.
10. All grading, drainage, and erosion control plans shall be subject to review and approval of the City Engineer.
11. All wetland issues shall be subject to review and approval of the City Engineer.
12. All easements shall be subject to review and approval of the City Engineer.
13. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land based on the Fee Schedule Ordinance in effect at the time of final plat approval, subject to approval of the City Council.
14. Development of the subject property shall comply with the Bald and Golden Eagles Protection Act, including issuance of a General Permit for Disturbance, subject to review and approval of the U.S. Fish and Wildlife Service.
15. The developer shall execute a Development Agreement as drafted by the City Attorney and approved by the City Council.
16. The final plat and Development Agreement shall be recorded within 120 days after City Council approval as required by Section 910-3-3.C.6 of the Subdivision Ordinance.

- c. Joan Heinen, City Clerk/Treasurer
Bob Ruppe, City Attorney
Dan Bogart, Acting City Engineer
David Roedel, Sherburne County
James Bedell, DNR

Site Location Map



Overview



Legend

Roads

- MN Highway; US Highway
- Municipal-State Aid Street
- Municipal Street
- Township Road
- State Forest Road
- Bureau of Fish and Wildlife Road
- Connector (Ramp)
- Privately Maintained Public Access Road
- County Road
- County-State Aid Highway
- Parcels
- Streams

NORTHLAND PONDS

KNOW ALL PERSONS BY THESE PRESENTS, That said Subdivisor, LUS, LLC, a Minnesota Limited Liability Company, has caused the foregoing plat to be recorded in the County of Ramsey, State of Minnesota, as set forth herein.

The Subdivisor hereby certifies that the plat is a true and correct representation of the land described on this plat as shown on the ground and as shown on the plat. The Subdivisor also certifies that the plat is a true and correct representation of the land described on this plat as shown on the ground and as shown on the plat. The Subdivisor also certifies that the plat is a true and correct representation of the land described on this plat as shown on the ground and as shown on the plat.

In witness whereof, said Subdivisor, LUS, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this _____ day of _____, 2022.

LANCELOT INVESTMENTS MN, LLC

Sharon P. Pelt, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Sharon Pelt, President of LUS, LLC, a Minnesota Limited Liability Company, as stated on the foregoing.

Henry Pelt, _____

My commission expires _____

I hereby certify that I have surveyed and plotted the land, or directly supervised the surveying and plotting of the land described on this plat as shown on the ground and as shown on the plat. The Subdivisor also certifies that the plat is a true and correct representation of the land described on this plat as shown on the ground and as shown on the plat.

Sharon Pelt, Licensed Land Surveyor

Minnesota License No. 00123

STATE OF MINNESOTA

COUNTY OF ANOKA

This instrument was acknowledged before me this _____ day of _____, 2022, by Sharon Pelt, a Minnesota Limited Liability Company, as stated on the foregoing.

Nancy Pelt, Minnesota

My commission expires _____

We do hereby certify that on the _____ day of _____, 2022, the City of _____, Minnesota, has adopted this plat.

Mayor _____

City Clerk _____

Approved by the Planning Commission of the City of _____, Minnesota at a meeting held on the _____ day of _____, 2022.

Chairman _____

Secretary _____

Pursuant to Minnesota Statutes, Chapter 462, I hereby certify that this plat has been filed and approved as to compliance with Chapter 462, Minnesota Statutes.

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

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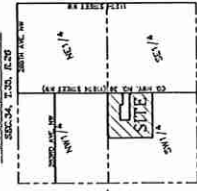
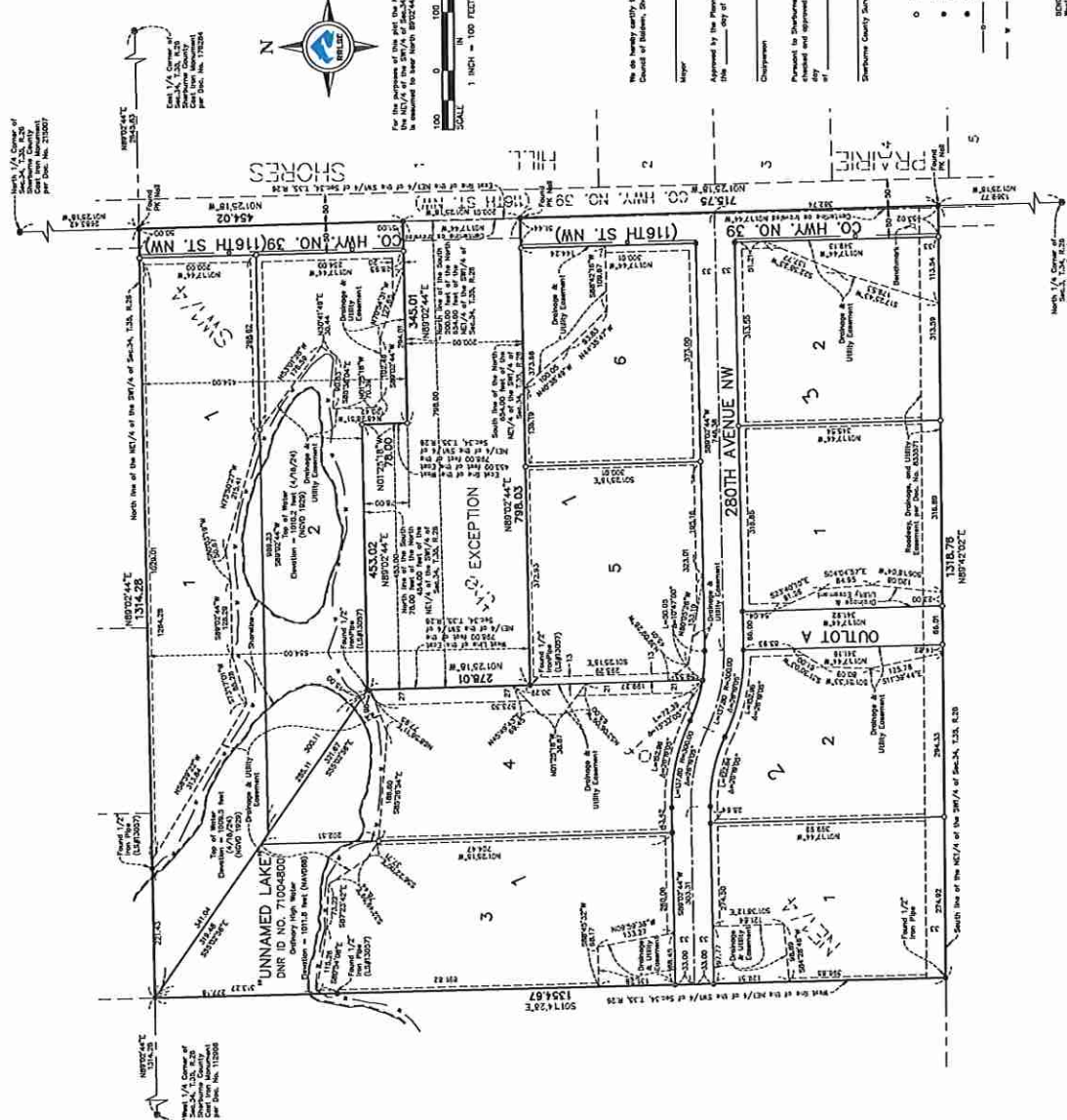
Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor

Sharon Pelt, Surveyor



RUM RIVER
LAND SURVEYING & ENGINEERING
10000 Highway 100, Suite 100
Minnetonka, MN 55345
Phone: 952.891.4477
Fax: 952.891.4478
Email: info@rumriver.com

RESOLUTION NO: 25-12

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

**NORTHLAND PONDS
FINAL PLAT APPROVAL
AND AUTHORIZATION TO EXECUTE AGREEMENTS**

WHEREAS, The Lakeside Investments, LLC (the “developer”) is proposing to subdivide property described by Exhibit A; and

WHEREAS, a preliminary plat for the proposed subdivision was approved by the City Council on 16 December 2024.

WHEREAS, the developer has submitted application for final plat approval to be processed in accordance with Section 910-3-3.C of the Subdivision Ordinance; and

WHEREAS, the Planning Report dated 30 April 2025 prepared by the City Planner, The Planning Company, LLC, is incorporated herein by reference; and

WHEREAS, Section 910-11-5 of the Subdivision Ordinance requires the developer to enter into a development contract to provide the City construction and warranty securities for the public and private improvements and to provide the City various remedies in the event that the developer breaches the terms and conditions of said agreement; and

WHEREAS, the City Council considered the application at their meeting on 7 April 2025.

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

- A. The final plat of NORTHLAND PONDS is hereby approved, subject to the following stipulations:
1. Access from Lots and 2, Block 1 to 116th Street (CR 39) shall be subject to review and approval of Sherburne County.
 2. The proposed intersection of 280th Avenue with 116th Street (CR 39) shall be subject to review and approval of Sherburne County.
 3. The developer shall dedicate a temporary roadway easement at the terminus end of 280th Avenue, subject to review and approval of City staff.

4. Outlot A shall be deeded to the City for future right-of-way purposes.
5. The right-of-way and street design and construction for 280th Avenue shall be subject to review and approval of the City Engineer.
6. Access to individual lots from City streets shall comply with Section 1.08 of the City Right-of-Way Ordinance and Section 900-21-6.B.2.b of the Zoning Ordinance.
7. Construction on all lots shall comply with the following setback requirements:

A. Front Yard or Side Yard Abutting a Public Road:		
	County Road	67 feet
	City Street:	50 feet
B. Side Yard (except as allowed by Section 900-51-5.A):		20 feet
C. Rear Yard:		25 feet
D. Ordinary High Water Level		
	Lot 2, Block 1	75 feet
	Lots 3-6, Block 1; Lots 1-2, Block 2; Lots 1-2, Block 3	150 feet

8. Impervious surface within all or portions of lots within the Shoreland Overlay District shall not exceed 25 percent; proposed impervious surface within the Shoreland Overlay District shall be shown on the certificate of survey for each lot with application for a Building Permit.
9. Subsurface Sewage Treatment Systems and well utilities for each lot shall be subject to review and approval of the Building Official.
10. All grading, drainage, and erosion control plans shall be subject to review and approval of the City Engineer.
11. All wetland issues shall be subject to review and approval of the City Engineer.
12. All easements shall be subject to review and approval of the City Engineer.
13. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land based on the Fee Schedule Ordinance in effect at the time of final plat approval, subject to approval of the City Council.
14. Development of the subject property shall comply with the Bald and Golden Eagles Protection Act, including issuance of a General Permit for Disturbance, subject to review and approval of the U.S. Fish and Wildlife Service.

15. The developer shall execute a Development Agreement as drafted by the City Attorney and approved by the City Council.
 16. The final plat and Development Agreement shall be recorded within 120 days after City Council approval as required by Section 910-3-3.C.6 of the Subdivision Ordinance.
- B. The Development Contract between the City of Baldwin and Lakeside Investments, LLC is hereby approved in form subject to modification of fees, charges, and securities as approved by City staff.
- C. The Mayor and Town Clerk/Treasurer are hereby authorized to sign the final plat and execute the agreements on behalf of the City.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Baldwin City Council this 5th day of May, 2025.

MOTION BY:
SECONDED BY:
IN FAVOR:
OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

EXHIBIT A
LEGAL DESCRIPTION

The Northeast Quarter of the Southwest Quarter of Section 34, Township 35, Range 26, Sherburne County, Minnesota, excepting therefrom the South 200.00 feet of the 200.00 feet of the North 654.00 feet of the East 798.00 feet, Also excepting therefrom the South 78.00 feet of the North 454.00 feet of the West 453.00 feet of the East 798.00 feet of the Northeast of the Northeast Quarter of the Southwest Quarter of Section 34, Township 35, Range 26, Sherburne County, Minnesota.

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

**DEVELOPMENT AGREEMENT
NORTHLAND PONDS**

THIS AGREEMENT, entered into this _____ day of _____ 2025 by and between the City of Baldwin, a municipal corporation of the State of Minnesota, referred to herein as the “City”, and Lakeside Investments MN, LLC, a Minnesota Limited Liability Company, referred to herein as “Developer”.

WITNESSETH:

WHEREAS, Developer is the fee owner and developer of the real property as legally described on attached Exhibit A which real property is proposed to be subdivided and platted for development, and which subdivision, which is the subject of this Agreement, is intended to bear the name “Northland Ponds” and shall hereinafter be referred to in its entirety as “Said Plat” or the “Subject Property”; and

WHEREAS, Developer intends to subdivide the Subject Property into ten (10) new single-family residential lots and one (1) Outlot for future road right-of-way purposes; and

WHEREAS, City Council has given preliminary and final approval of Developer’s plat of Northland Ponds attached as Exhibit B and Exhibit C respectively contingent upon compliance with certain City requirements including, but not limited to, matters set forth herein; and

WHEREAS, the City requires that certain public improvements including, but not limited to road construction, grading, drainage, berming, road cleanup during project development, storm water management, drainage ponds, and other site related improvements (hereafter “Infrastructure Improvements”) be installed to serve the Subject Property and be financed by Developer; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of the Said Plat and the conditions imposed thereon.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. **Construction of Infrastructure Improvements.**

- A. Developer, at its sole expense, shall construct those Infrastructure Improvements located on and off Said Plat as detailed in the "Northland Ponds Site Development Plans", Sheets 1 through 13, dated January 31, 2025 as prepared by Rum River Land Surveyors & Engineers attached hereto as Exhibit D (collectively the "Approved Plans"). If the Approved Plans vary from the written terms of this Agreement, the written terms shall control.

All such improvements shall be constructed according to the Approved Plans, City Ordinances, and the standards adopted by the City, along with all items required by the City Engineer. Any revisions to the Approved Plans shall be submitted to the City Engineer for prior approval. In addition, the roads within Said Plat shall be built in accordance with the City's Road Specifications.

Unless the City Engineer specifies a later date, said improvements shall be installed by October 31, 2025, with the exception of erosion control, drainage swales and berming, which shall be installed before and during initial grading of Said Plat.

- B. Developer warrants to the City for a period of two (2) years from the date the City accepts by motion of the City Council the improvements, that all such improvements have been constructed to City standards and specifications for the entity requiring the improvement and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.

No Infrastructure Improvements shall be accepted by the City until such time as a licensed professional engineer, retained by the Developer, has certified to the City that the construction/installation of the Infrastructure Improvement(s) has been done and performed according to Approved Plans.

- C. Developer shall provide the City with lien waivers from all contractors and subcontractors engaged to construct said improvements on Said Plat. Should Developer fail to provide the City with all applicable lien waivers, the City reserves the right to draw upon Developer's surety and pay any contractors who performed work on any Infrastructure Improvements and whom Developer has failed to fully

pay for the performance of said work.

- D. Developer shall, at its own expense, also cause to be installed road signs and traffic control signs of such type and at such locations as required by the City Engineer and in conformance with the Manual on Uniform Traffic Control Devices.
- E. Developer shall require in its purchase agreements with builders that said builders shall remove all rock entrances and silt fencing from each lot after home construction has been completed upon said lot. Builder(s) shall be responsible for maintaining silt fencing and rock entrances until home construction has been completed upon said lot. Failure to comply with these requirements may result in a stop work order being issued until compliance has been determined by the City.
- F. The City shall, at its option, have the City Engineer and/or designated representatives present on Said Plat for inspection purposes at all times (or such times as the City Engineer may deem necessary) during the construction and installation of said Infrastructure Improvements. Developer agrees to pay for all reasonable costs incurred by the City during said inspections.

Developer hereby grants to the City its agents, employees, officers, and contractors a right of entry to enter Said Plat to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of improvements by Developer or the City, or to make any necessary corrective actions deemed necessary by the City under this Agreement.

It is the intent of the Parties that the City Engineer will inspect all work done within the road right-of-way and drainage and utility easements including, but not limited to, cleanouts, road subgrade preparation, storm ponds, infiltration basins, storm sewer and culverts. Further, all other structures or appurtenances located in the road right-of-way easements will be inspected by the City Engineer.

To facilitate these inspections, the Developer shall provide the City Clerk and City Engineer with a pre-construction schedule at least one (1) week prior to the start of grading and road construction and shall notify the City Engineer at least twenty four (24) hours prior to any work outlined above being performed within Said Plat so as to coordinate review and inspection of these construction activities. Further, the Developer shall inform its contractors in writing of the provisions of this paragraph.

If the City Engineer is not notified as provided above, the Developer agrees to pay all additional costs for core samples, borings, or other inspections and tests deemed necessary by the City in its sole discretion. The Developer agrees that upon being billed by the City, Developer will pay within thirty (30) days of the mailing of said billing.

- G. Developer shall install silt fencing prior to any grading or seven (7) days after the “small utilities” (gas, phone, and electrical, etc.) have been installed, whichever occurs sooner. Developer shall be allowed to substitute a rock entrance pursuant to City standards for a twenty two (22) foot section of silt fencing on each lot for the purpose of allowing construction vehicles to pass from the street to each lot. No construction vehicles shall pass from the street to the lots except through such designated twenty two (22) foot section. Developer shall remove all rock entrances and silt fencing from each lot after home construction has been completed upon said lot. Developer shall be responsible for maintaining silt fencing and rock entrances until home construction has been completed upon said lot. Failure to comply with these requirements may result in a stop work order being issued until the City has determined compliance.
- H. Developer shall install storm water volume control measures and other storm water facilities upon Said Plat as shown on the Approved Plans and in accordance with current Best Management Practices.
2. **Intended Use of Subdivision Lots.** The City and Developer agree that the numbered lots in Said Plat are intended only for single-family residential use in the number and the configuration as are shown on Said Plat. Developer shall not alter the lot configuration and shall construct only one (1) single-family dwelling per numbered lot, unless Said Property is rezoned by the City in the future into a classification which would allow additional units to be constructed.
3. **Surety Requirements.**
- A. **City Surety Requirements.** Prior to the City Council’s execution of this Developer’s Agreement, the Developer will provide the City with an irrevocable Letter of Credit (or other surety as approved by the City Attorney) as security that the obligations of the Developer to the City under this Agreement shall be performed. Said Letter of Credit or surety shall be in the amount of \$307,606 representing the sum of 125% of the estimated cost of the City’s Infrastructure Improvements as determined by the City Engineer. Said Letter of Credit or surety must meet the approval of the City Attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank located within 100 miles of the City of Baldwin) and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The Letter of Credit to the City shall contain language requiring its automatic renewal prior to December 31 of each calendar year unless the City specifically approves cancellation of the Letter of Credit in writing.
- B. **Letter of Credit Renewal.** The Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be December 31 of each calendar year), the financial institution issuing the Letter of Credit delivers written notice to the party requiring the security that it intends to modify the terms of, or cancel, this Letter

of Credit. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed to, the party requiring the Letter of Credit as outlined in Notice section of this Agreement and is actually received by the City at least thirty (30) days prior to the renewal date.

- C. **Drawing on Letter of Credit.** The City may draw on its Letter of Credit or surety to complete work not performed by Developer as required in this Agreement including, but not limited to, Infrastructure Improvements, described above, erosion control, and other such measures, to pay liens on any property to be dedicated to the City, to reimburse itself for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies or other problems which occur to the improvements during the warranty period, or to otherwise fulfill the obligations of Developer under this Agreement.
- D. **Deficient Letter of Credit.** In the event that any cash, irrevocable Letter of Credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by City, Developer will pay within thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making said determination, refund to the Developer any monies which the City has in its possession which are in excess of the actual costs of the project as paid by the City.
- E. **Special Assessment/Certification.** Developer hereby agrees to allow the City to specially assess and/or certify to Developer's property any and all costs incurred by the City in enforcing any of the terms of this Agreement should Developer's Letter of Credit or surety prove insufficient or should Developer fail to maintain said Letter of Credit or surety in the amount required above within thirty (30) days of mailing of written request by the County and/or City. Should the City assess Developer's property for said costs, Developer agrees not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes.
- F. **Renewal of Letter of Credit.** In the event any surety referred to herein is in the form of an irrevocable Letter of Credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the City with a new Letter of Credit or other surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original Letter of Credit. If a new Letter of Credit is not received as required above, the City may without notice to Developer declare a default in the terms of this Agreement and thence draw in part or in total, at the City's discretion, upon the expiring Letter of Credit to avoid the loss of surety for the continued obligations. The City Attorney shall approve the form of any irrevocable Letter of Credit or other surety prior to its issuance.

G. **Assess/Certify costs of Enforcement.** Developer hereby agrees to allow the City to specially assess Developer's property for any and all costs incurred by the County and/or City in enforcing any of the terms of this Agreement should Developer's surety prove insufficient or should Developer fail to maintain said surety in the amount required above within thirty (30) days of mailing of written request by the City.

H. **Bankruptcy.** In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within sixty (60) days, or in the event a court appoints a receiver for the Developer, the City may draw on its Letter of Credit or surety in its full amount to secure its surety position. The City shall then release the remainder of said Letter of Credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the Letter of Credit under this Agreement.

I. **Landscaping Escrow.** Before a building permit is issued for a lot within Said Plat, a cash escrow shall be furnished to the City in accordance with the current Fee Schedule to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draws made by the City, shall be returned to the person who deposited the funds with the City.

4. **Surety Release.**

A. Periodically, as payments are made by the Developer for the completion of portions of the Infrastructure Improvements and when it is reasonably prudent, the Developer may request of the City that the Letter of Credit be proportionately reduced for that portion of the Infrastructure Improvements and other requirements under this Agreement which have been fully completed and payment made, therefore.

B. The Developer may request of the City a reduction or release of any surety as follows:

1. When another acceptable Letter of Credit or surety is furnished to the City to replace a prior Letter of Credit or surety.
2. When all or a portion of the Infrastructure Improvements have been installed, the Letter of Credit or surety may be reduced by the dollar amount attributable to that portion of Infrastructure Improvements so installed at such time as the City Engineer has certified to the City that the construction/installation of the Infrastructure Improvement(s) has or have been done and performed according to Approved Plans. However, the City, at a minimum, shall retain the Letter of Credit or other security in the

amount of at least ten percent (10%) of the estimated construction cost of the Infrastructure Improvements costs during the two-year warranty period.

3. As to all requests brought under this paragraph B, the City shall have sole discretion whether to reduce or not to reduce the Letter of Credit or security.

- C. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

5. **Abandonment of Project - Costs and Expenses.** In the event Developer should abandon the proposed development of the Subject Property, the City's costs and expenses related to attorney's fees, engineering fees, professional review, drafting of this Agreement and any other expenses undertaken in reliance upon Developer's various representations shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event the Developer abandons the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Said Plat, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore or replace and repair any structures damaged by frost in Said Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from Said Plat and to facilitate mowing of Said Plat. In the event that said costs are not paid, the City may at its option, exercise its rights under Section 6 of this Agreement.

6. **Developer to Pay City's Costs and Expenses.**

- A. The Developer shall pay a fee for City administration following approval of Said Plat in an amount equal to one percent (1%) of the estimated costs of the public improvements in the amount of \$2,461 (1% X \$246,085).
- B. is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement, and the approval of the Plat, as well as all reasonable engineering expenses incurred by the City in designing, approving, constructing, installing, and inspecting said Improvements described above. Specifically, the Developer shall pay an hourly fee for consulting engineering administration which shall include monitoring of construction, observation, consultation with the Developer and its engineers on status or problems regarding the project, monitoring during the warranty period and processing of requests for reduction in security. The Developer shall pay for construction observation performed by the City's consulting engineers. Construction observation shall include full or part time observation at the sole discretion of the City.

- C. All reasonable administrative, engineering and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be payable to the City prior to any building permits being applied for by the Developer for the Lots within the Plat unless otherwise agreed to by the City.
- D. Further, if the Developer has not already done so, the Developer shall provide to the City, in cash or certified check, for deposit in an escrow fund, amounts for estimated future administrative and legal fees as well as City engineering and construction observation costs. The Developer shall establish an escrow account of \$5,500 with the City as partial payment of these costs prior to executing this Agreement. If the escrow amount is depleted, the Developer agrees to furnish additional monies as requested by the City. The City may withhold building permits if the Developer does not promptly rectify the escrow account. Any amounts not utilized from this escrow fund shall be returned to the Developer, without interest, when all improvements have been completed, all financial obligations to the City have been satisfied, and any required "as built" plans have been provided to the City Engineer in the format specified by the City Engineer. If additional escrow is required or bills incurred beyond the escrow amount, the Developer may be billed directly for such costs and there will be no acceptance of infrastructure improvements or the issuance of building permits for Said Plat until all obligations have been fully paid. Undisputed bills not paid within thirty (30) days of billing by the City shall accrue interest at the rate of 6% per year. If the Developer fails to pay such bill(s) within thirty (30) days, then the City may: (1) secure the unpaid costs from the Letter of Credit; (2) specially assess or certify such costs against the Subject Property; or (3) take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

7. **Erosion and Siltation Control.**

- A. Before any grading is started on any site, all erosion control measures as shown on the Approved Plans shall be strictly complied with as well as all requirements of the NPDES permit and any other permit requirements issued by the City, County, State or Federal government. Developer, its successors and assigns, shall also install and maintain all erosion control measures deemed necessary by the City Engineer should the erosion control plan prove inadequate in any respect. All temporary erosion and sediment control measures shall be properly disposed of within thirty (30) days after final site stabilization is achieved or after the temporary measures are no longer needed, unless otherwise authorized by the City.
- B. The Developer, its successors and assigns, shall be responsible for maintaining all erosion and sediment control measures in accordance with all City, County and State

regulations until the responsibilities have been transferred to the Builder for individual lots. Except as provided in this Agreement, upon transfer of NPDES Permit responsibilities, the Builder shall become responsible for maintaining all erosion and sediment control measures on the lot in accordance with the NPDES Permit and Approved Plans.

- C. The Developer shall continue to be responsible for cleaning the streets on a daily basis, or as required by the City, and maintaining all storm sewer inlet protection devices through the duration of the two-year warranty period.

8. **Drainage Requirements.**

- A. Developer shall comply with all requirements for drainage into any County ditch or other ditch through which water from Subject Property may drain and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any Federal, State, County or City requirements, all at Developer's expense. In addition, Developer shall fully comply with all recommendations made by the City Engineer relative to required drainage improvements.
- B. Developer shall not damage or interfere with the use of or otherwise diminish the functionality of any existing field tiles without the permission of the City Engineer. Any damage to existing field tile shall be repaired or replaced or rerouted at the sole expense of Developer. Developer shall notify the City of any field tile located on the Subject Property that has not been identified on the Approved Plans.

9. **Maintain Public Property Damaged or Cluttered During Construction.**

- A. Developer agrees to assume full financial responsibility for any damage which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water mains, sewer mains, air release valves, shut-off valves, septic, well, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of Said Plat including, but not limited to, construction of improvements and home construction. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in Said Plat.
- B. Developer agrees that all construction debris shall be placed in enclosed areas approved by the City. Developer further agrees to clean the streets and maintain all storm sewer inlet control devices on a daily basis or as required by the City. Developer further agrees that any damage to public property occurring as a result of construction activity including, but not limited to home construction, on Said Plat will be repaired within three (3) business days of being notified by the City of

the deficiency. Developer further agrees that any damage to public property as a result of construction activity on Said Plat will be repaired immediately if deemed to be an emergency by the City.

- C. If Developer fails to timely repair or maintain said public property after being notified by the City, City may undertake making or causing it to be repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all of their expenses within thirty (30) days of a billing to the Developer. In the event that said costs are not paid, the City may at its option, exercise its rights under Section 6 of this Agreement.
10. **Easement Rights.** Developer shall provide access to the Subject Property at all reasonable times to the City or their representatives for purposes of inspection and/or to accomplish any necessary work pursuant to the terms of this Agreement.
11. **Miscellaneous.**
- A. Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at Developer's sole expense.
 - B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
 - C. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, assigns or third parties.
 - D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - E. The Developer represents to the City that Said Plat complies with all County, State, City and Federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances, building codes and environmental regulations. Developer agrees to obtain all required Federal, State, County, City and other local permits. If the City determines that work in Said Plat does not comply, the City may, at its option, refuse to allow construction or development work in Said Plat until the Developer so complies. Upon the City's demand, the Developer shall cease work until there is compliance as determined by the City.

- F. Prior to the execution of this Agreement, Developer shall provide the City with evidence of good and marketable title to all of Subject Property. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, or a title opinion and an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- G. Prior to the recording of the Final Plat, Developer shall provide the City with any required consents to plat and subordination agreements executed by current mortgage holders agreeing to subordinate their respective mortgage to both the Final Plat and this Developer's Agreement in a form acceptable to the City Attorney.
- H. Developer shall comply with and receive all required permits relating to storm water, wetland reconstruction activities, ponding and wetland related restrictions, if any, required by the City and/or any applicable provisions of State and Federal law including, but not limited to, the Wetland Conservation Act of 1991 and any amendments thereto.
- I. Within thirty (30) days after completion of construction of improvements and prior to any improvements being accepted, the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements within the Plat and Grading Plan including certification by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land dedicated to the City or County with appropriate access easements from a public road for maintenance activities in a form acceptable to the City Attorney and City Engineer.
- J. Developer shall construct, at its sole cost, shall construct 280th Avenue NW terminating in a temporary cul-de-sac to serve the lots within Said Plat. The cost of constructing said roadway to City bituminous standards, including, but not limited to, easement acquisition, engineering, surveying, and any wetland impacts and associated restoration, according to Approved Plans shall be the sole responsibility of the Developer.
- K. Developer, its successor or assigns, agrees that each lot located within the Plat shall be responsible for an equal share of the City's costs to maintain and administer any storm water ponds and infiltration basins located within the Plat. Said Developer, its successor or assigns, hereby agrees to allow the City to specially assess or certify to each such Lot an equal share of any and all costs incurred by the City in maintaining said storm water ponds and infiltration basins and drainage easements. Should the City assess the Lots as provided above for said maintenance and administrative costs, Developer, its successor or assigns, agrees that their Lots benefit from the improvement in the amount assessed and further agrees not to contest or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

- L. Developer, its successors or assigns, shall strictly comply with all weed control ordinances as well as any additional requirements required by the City Engineer. Should the Developer, its successors or assigns fail to promptly comply with the provisions of this paragraph, the Developer, its successor or assigns, hereby agrees to allow the City to enter onto the lot located within Said Plat that has failed to comply with said weed control ordinances, to bring the lot into compliance with the weed control ordinances in addition to any requirements of the City Engineer, and to be responsible for the City's maintenance and administrative costs to remove said weeds. Said Developer, its successor or assigns, hereby agrees to allow the City to specially assess Developer's property in Said Plat for any and all costs incurred by the City in maintaining said offending lots and/or enforcing any of the terms of this Agreement.
- M. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other Agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- N. Developer shall provide to the City with a completed signed paper copy of the Mylar of the Final Plat as recorded with the Office of the County Recorder.
- O. If required by the City, the Developer shall enter into a maintenance agreement with the City to grade and/or snowplow the streets within Said Plat until such time as the street located within Said Plat is accepted by the City. The maintenance agreement shall be in a form acceptable to the City Attorney.
- P. The Approved Plans call for a shared driveway with the owner of the excepted parcel to the plat (PID No. 01-00034-3105) and Lot 2, Block 1 to access 116th Street NW. An Access Easement Agreement for the shared driveway shall be submitted to the City for review and approval prior to any building permits being issued for Lot 2, Block 1 of Said Plat. Upon review and approval by the City, the Access Easement Agreement shall be recorded by the Developer against the impacted properties.

12. **Violation of Agreement.**

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give the defaulting party thirty (30) days mailed notice thereof (via certified mail), and if such default is not cured within said thirty (30) day period, the City are hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the City in full. The thirty (30) day

notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer, the City may thence immediately and without notice or consent of the Developer exercise its rights pursuant to Section 6 of this Agreement.

- B. Notwithstanding the thirty (30) day notice period provided for in paragraph 12A above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City makes good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.
 - C. Breach of any of the terms of this Agreement by the Developer shall be grounds for denial of building permits.
13. **Park Dedication Fee to the City.** In addition to the expenses already identified in this Agreement, prior to the execution of this Agreement, Developer shall also be responsible for paying a park dedication fee for ten (10) newly created Lots within Said Plat in the amount of \$12,000 (10 Lots X \$1,200 per Lot).
14. **Dedications to the City.** Developer, upon presentation to the City, evidence of good and marketable title to Subject Property, and upon completion of all construction work and certification of completion by the City Engineer, shall make the following dedications to the City:
- A. Developer shall dedicate access to all drainage and utility easements including, but not limited to, storm water ponds and infiltration basins located within the Plat in a form and with legal descriptions acceptable to the City Attorney.
 - B. Developer shall dedicate to the City all road rights-of-way within the Plat including Outlot A which is intended as future right-of-way extension of a street to the future development of the adjacent property to the south. Future construction of a street over Outlot A will be the responsibility of the subdivider of the adjacent parcel to the south. Prior to the City's acceptance of said dedications the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements done in the construction of the roads as well as any modified designs that show the changes to the Approved Plans. Acceptance by the City of any dedication shall occur upon passage of a resolution to such effect by the City Council. All dedications shall be in a form and with legal descriptions acceptable to the City Attorney.

- C. Developer shall dedicate to the City a temporary road easement over Lot 3, Block 1 and Lot 1, Block 2 of the Plat for the 280th Avenue NW temporary cul-de-sac as shown on the Approved Plans. Said dedication shall be in a form and with a legal description acceptable to the City Attorney. The temporary road easement for the cul-de-sac shall exist until 280th Avenue NW is extended westward in the future to serve the future development of the adjacent property and the City accepts by resolution the extension of 280th Avenue NW. The removal of the temporary cul-de-sac and restoration of the yards shall be the future responsibility of the subdivider of the parcel to the west.
 - D. Developer shall dedicate to the City easements over all storm water retention/water quality ponds and basins. Said dedications shall be in a form and with legal descriptions acceptable to the City Attorney. A filter strip, at least twenty-five (25) feet in width, shall be maintained adjacent to all wetland boundaries, watercourses, and streams.
 - E. Upon completion of the work and construction required by this Contract and final plat approval, the improvements (other than privately owned utilities) lying within public easements or publicly dedicated lands, will become City property without further notice or action. The work and construction will not be considered to be complete until the City Engineer has reviewed all work and construction and has provided a written recommendation thereof to the City and such work has been accepted by motion or resolution of the City Council.
15. **Phased Development.** If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases until public improvements for all prior phases have been satisfactorily completed. Development of subsequent phases may not proceed until the City approves Development Agreements for such phases. Approval of this phase of the development shall not be construed as approval of future phases nor shall approval of this phase bind the City to approve future Development phases. All future development phases shall be governed by the City's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Building Codes and other Ordinances in effect at the time such future Development phases are approved by the City.
16. **Claim Waiver and Indemnity.** The Developer agrees to waive any and all claims whatsoever against the City and its respective governing boards, agents, employees, contractors, and representatives as a result of this subdivision development. Further, the Developer shall hold the City, its respective governing boards, its agents, employees, contractors, and representatives harmless from any and all claims made by itself and third parties for damages sustained or costs incurred as a result of Said Plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this contract.

17. **Assignment of Contract.** The obligations of the Developer under this Agreement cannot be assigned without the express written consent of the City through resolution.
18. **Limited Approval.** Approval of this Agreement by the City in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
19. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the City as a result of City efforts to enforce the terms of this Agreement against Developer as provided in Section 6 of this Agreement. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and professional fees incurred by the City in the event an action is brought upon a Letter of Credit or other surety furnished by the Developer as provided herein.
20. **Plans.** All plans referenced in this Agreement are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
21. **Integration Clause, Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.
22. **Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand to City Clerk or registered mail addressed as follows:

To the City:

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

City Engineer:

Hakanson Anderson
3601 Thurston Avenue
Anoka, MN 55303

City Attorney:

Couri & Ruppe, PLLP
705 Central Avenue East
P.O. Box 369
St. Michael, MN 55376

To the Developer:

Todd Maloney
Lakeside Investments MN, LLC
2939 Highway 10 South
Saint Cloud, MN 56304

25. **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 and shall be recorded against the title to the Subject Property.

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

LAKESIDE INVESTMENTS MN, LLC

Todd Maloney, Manager

CITY OF BALDWIN

Jay Swanson, Mayor

Joan Heinen, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by Todd Maloney as the Manager of Lakeside Investment MN, LLC, a Minnesota Limited Liability Company, on behalf of the company.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025
by Jay Swanson, Mayor of the City of Baldwin, pursuant to the authority of the City Council.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025
by Joan Heinen, Clerk of the City of Baldwin, pursuant to the authority of the City Council.

Notary Public

This instrument was drafted by:
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
PO Box 369
St. Michael, MN 66476-0369
Phone: (763) 497-1930

EXHIBIT A

The legal description of the property which is the subject of this Developer's Agreement is as follows:

Lots 1 - 6, Block 1
Lots 1 - 2, Block 2
Lots 1 - 2, Block 3
Outlot A

Northland Ponds, according to the plat of record on file in the Sherburne County Recorder's Office, Sherburne County, Minnesota.



Contract Area: City of Baldwin - January 2025

Permit #	Paid Date	Address	Project Description	Permit Portion	70% Billable	Plan Review	80% Billable	Project Fee
BA2024-274	1/7/2025	12918 295TH AVE NW	New Septic	\$ 350.00	\$ 245.00		\$ -	\$ 245.00
BA2024-346	1/14/2025	32018 125TH ST NW	Non-Residential Mechanical Addition	\$ 116.55	\$ 81.59	\$ 75.76	\$ 60.61	\$ 142.19
BA2025-001	1/14/2025	14300 294TH AVE NW	Solid Fuel Burning Stove	\$ 215.90	\$ 151.13	\$ 140.34	\$ 112.27	\$ 263.40
BA2025-002	1/2/2025	11318 281ST AVE NW	Gas Line	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-003	1/6/2025	13051 289TH AVE NW	Window/Door	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-004	1/27/2025	12526 319TH AVE NW	Non-Residential Furnace & A/C	\$ 199.35	\$ 139.55	\$ 129.58	\$ 103.66	\$ 243.21
BA2025-006	1/8/2025	13936 294TH AVE NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-007	1/10/2025	11934 293RD AVE NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-008	1/14/2025	10575 301ST AVE NW	Furnace & A/C	\$ 185.00	\$ 129.50		\$ -	\$ 129.50
BA2025-009	1/15/2025	29627 131ST ST NW	Siding	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-010	1/15/2025	29627 131ST ST NW	Roof	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-012	1/15/2025	28520 143RD ST NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-014	1/21/2025	14215 288TH AVE NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-016	1/21/2025	28513 127TH ST NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-017	1/22/2025	12919 285TH AVE NW	Water Heater	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-018	1/24/2025	13301 LAKE PLACE RD NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-019	1/28/2025	30388 100TH ST NW	Solid Fuel Burning Stove	\$ 100.00	\$ 70.00	\$ 54.28	\$ 43.42	\$ 113.42
TOTAL				\$ 2,541.80	\$ 1,779.26	\$ 399.96	\$ 319.97	\$ 2,099.23



Contract Area: City of Baldwin - February 2025

Permit #	Paid Date	Address	Project Description	Permit Portion	70% Billable	Plan Review	80% Billable	Project Fee
BA2024-368	2/13/2025	28042 104TH ST NW	Mechanical New Construction	\$ 150.00	\$ 105.00		\$ -	\$ 105.00
BA2024-414	2/26/2025	31841 124TH ST NW	Non-Residential Alteration/Remodel	\$ 764.15	\$ 534.91	\$ 496.70	\$ 397.36	\$ 932.27
BA2025-005	2/4/2025	10831 286TH AVE NW	Accessory Structure	\$ 476.15	\$ 333.31	\$ 309.50	\$ 247.60	\$ 580.91
BA2025-021	2/6/2025	32145 97TH ST NW	Alteration/Remodel	\$ 298.65	\$ 209.06	\$ 194.12	\$ 155.30	\$ 364.35
BA2025-022	2/3/2025	29710 139TH ST NW	Window/Door	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-023	2/3/2025	14223 285TH AVE NW	Plumbing Alteration/Remodel	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-024	2/3/2025	14223 285TH AVE NW	Mechanical Alteration/Remodel	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-026	2/6/2025	30223 104TH ST NW	Water Heater	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-028	2/10/2025	13430 289TH AVE NW	Alteration/Remodel	\$ 182.75	\$ 127.93	\$ 118.79	\$ 95.03	\$ 222.96
BA2025-029	2/7/2025	29989 128TH ST NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-030	2/10/2025	32024 136TH ST	Plumbing New Construction	\$ 150.00	\$ 105.00		\$ -	\$ 105.00
BA2025-032	2/18/2025	31841 124TH ST NW	Non-Residential SSTS New Holding Tank	\$ 175.00	\$ 122.50		\$ -	\$ 122.50
BA2025-035	2/19/2025	14243 285TH AVE NW	Furnace & A/C	\$ 185.00	\$ 129.50		\$ -	\$ 129.50
BA2025-036	2/25/2025	13839 298TH AVE NW	Alteration/Remodel	\$ 282.05	\$ 197.44	\$ 183.33	\$ 146.66	\$ 344.10
TOTAL				\$ 3,288.75	\$ 2,302.13	\$ 1,302.44	\$ 1,041.95	\$ 3,344.08



Contract Area: City of Baldwin - March 2025

Permit #	Paid Date	Address	Project Description	Permit Portion	70% Billable	Plan Review	80% Billable	Project Fee
BA2024-139	3/10/2025	31585 124TH ST NW	Non-Residential New Construction	\$ 5,855.65	\$ 4,098.96	\$ 3,806.17	\$ 3,044.94	\$ 7,143.89
BA2025-011	3/3/2025	13148 COUNTY ROAD 42 NW	Non-Residential Mechanical Alteration/Remodel	\$ 480.65	\$ 336.46	\$ 312.42	\$ 249.94	\$ 586.39
BA2025-031	3/6/2025	11375 313TH AVE NW	New Construction	\$ 2,199.15	\$ 1,539.41	\$ 1,429.45	\$ 1,143.56	\$ 2,682.97
BA2025-037	3/5/2025	14335 305TH AVE NW	Window/Door	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-038	3/4/2025	27724 133RD ST NW	Roof	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-039	3/3/2025	27724 133rd ST NW	Siding	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-040	3/3/2025	13542 277TH AVE NW	Water Conditioner	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-041	3/3/2025	13239 LAKE PLACE RD NW	Window/Door	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-042	3/12/2025	32024 136TH ST	New Septic	\$ 350.00			\$ -	\$ 350.00
BA2025-044	3/27/2025	13301 LAKE PLACE RD NW	Solar	\$ 199.30	\$ 139.51	\$ 129.55	\$ 103.64	\$ 243.15
BA2025-045	3/12/2025	11705 290TH CT NW	Window/Door	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-046	3/21/2025	31340 125TH ST NW	Non-Residential New Construction	\$ 1,524.15	\$ 1,066.91	\$ 990.70	\$ 792.56	\$ 1,859.47
BA2025-047	3/5/2025	32024 136TH ST	Mechanical New Construction	\$ 150.00	\$ 105.00		\$ -	\$ 105.00
BA2025-048	3/21/2025	13732 302ND AVE NW	Deck	\$ 149.65	\$ 104.76	\$ 97.27	\$ 77.82	\$ 182.57
BA2025-049	3/18/2025	30435 119TH ST NW	Basement Finish*	\$ 100.00	\$ 75.00	\$ 50.00	\$ 50.00	\$ 125.00
BA2025-051	3/12/2025	28298 139TH ST NW	Roof	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-052	3/13/2025	10141 313TH AVE NW	Roof	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-053	3/25/2025	28325 120TH ST NW	Furnace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50



Contract Area: City of Baldwin - March 2025

Permit #	Paid Date	Address	Project Description	Permit Portion	70% Billable	Plan Review	80% Billable	Project Fee
BA2025-054	3/18/2025	13839 298TH AVE NW	Plumbing Alteration/Remodel	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-055	3/19/2025	11425 290TH AVE NW	Window/Door	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-058	3/19/2025 Cancelled	13051 289TH AVE NW	Window/Door - Cancelled (80% refund per City Fee Schedule)	\$ 25.00	\$ 17.50		\$ -	\$ 17.50
BA2025-060	3/20/2025	28036 133 1/2 ST NW	Water Heater & Conditioner	\$ 185.00	\$ 129.50		\$ -	\$ 129.50
BA2025-061	3/24/2025	28817 ELK LAKE RD E	Accessory Structure	\$ 315.15	\$ 220.61	\$ 204.85	\$ 163.88	\$ 384.49
BA2025-063	3/20/2025	32024 136TH ST	Plumbing Accessory Structure	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
BA2025-068	3/28/2025	11319 292ND CT NW	Roof	\$ 124.99	\$ 87.49		\$ -	\$ 87.49
BA2025-071	3/31/2025	10575 287TH AVE NW	Furnace & A/C	\$ 185.00	\$ 129.50		\$ -	\$ 129.50
BA2025-073	3/31/2025	13014 295TH AVE NW	Gas Fireplace	\$ 125.00	\$ 87.50		\$ -	\$ 87.50
TOTAL				\$ 13,468.69	\$ 9,188.08	\$ 7,020.41	\$ 5,626.33	\$ 15,164.41

*Minimum Permit Fee \$75 / Plan Review \$50

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

FIRST AMENDMENT TO AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Amendment is entered into on this 5th day of May 2025, by and between the City of Baldwin, a Minnesota municipality, 30239 128th Street NW, Baldwin, Minnesota 55371 (“Jurisdiction”) and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23306 Cree Street NW, Suite 103, St. Francis, Minnesota 55070 (“Contractor”). The Jurisdiction and the Contractor may hereinafter be referred to separately as a “Party” or collectively as the “Parties.”

RECITALS

The Agreement is modified to add Section 19 to read as follows:

19. During the term of this Agreement, Contractor and its employees shall not engage in business activities within the City which may interfere with the performance of Contractor’s duties and responsibilities under this Agreement and create a potential conflict of interest. The following are examples of potential conflicts:
- **Financial Conflicts:** Having a financial interest in a property, project or company that is subject to the building official’s oversight.
 - **Personal Conflicts:** Family or personal relationships with individuals or companies involved in construction or development projects that are subject to the building official’s oversight.
 - **Organizational Conflicts:** Being employed by or having affiliations with a company that could benefit from a particular decision or outcome subject to the building official’s oversight.

All other terms and conditions of the original Agreement are hereby ratified and affirmed.

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

JURISDICTION

Jay Swanson, Mayor

ATTEST:

Joan M. Heinen, City Clerk/Treasurer

CONTRACTOR

Andy J. Schreder, Chief Building Official

Satellite Industries

Purchasing a regular (global): \$860

Purchasing a handicap (freedom): \$2,500 ADA Compliant or \$2,000

Add sanitizer dispenser: \$20 each

2-3 Week lead time- delivery fee approx. \$600 for both

Purchasing Total for one ADA Compliant handicap and one regular: \$3,960 with delivery fee

Purchasing Total for one handicap and one regular: \$3,460 with delivery fee

Park Committee is requesting to purchase from Satellite Industries:

1 ADA Complaint Handicap for Young Park: \$2,500

1 regular for Sandy Lake Beach: \$860

1 regular for Elk Lake Rain Garden: \$860

Adding Hand Sanitizer dispenser for each unit at \$20: \$60

Delivery Fee \$300 each unit: \$900

Total Purchase amount: Approximately \$5,180

The Park Committee motioned to approve up to \$5300 to purchase 3 portable restrooms.

The Park Committee motioned to approve a two-month handicap rental for Young Park from Jim's Mille Lacs Disposal until purchased portable restrooms arrive.

Two- Month Handicap Rental from Jim's Mille Lacs Disposal: \$400.24

Total Amount to Purchase and two-month rental: \$5,580.24

ESTIMATE

Waterways Restoration, LLC
292 Hallam Curv
Saint Paul, MN 55115

scheduling@waterwaysrestoration.co
m
+1 (612) 607-3755
www.waterwaysrestoration.com



Bill to

c/o Zac Good
City of Baldwin
284th Ave NW
Sandy Lake Public Beach, 284th Ave NW
MN 55371 USA

Ship to

c/o Zac Good
City of Baldwin
284th Ave NW
Sandy Lake Public Beach, 284th Ave NW
MN 55371 USA

Estimate details

Estimate no.: 032727-CTBC
Estimate date: 04/01/2025
Expiration date: 04/15/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aquatic weed removal	Scope of work: remove and/or cut and remove cattails, bog and aquatic weeds at address shown on this invoice, to the amount shown in attached photos, discussed on the phone and applied for on DNR permit application (approximately 40x60ft).	1	\$2,975.00	\$2,975.00

Total for 1 day is s follows:

\$575 equipment mobilization fee
\$2400 per day of production x 1
\$2975 estimate total

Each additional day requested will add
\$2400/day.

The resulting remaining balance is due
the day we finish your job.

Removed materials will be placed at or
on your shore and will not be hauled
away or disposed of by Waterways
Restoration.

Shallow water conditions or areas may
limit final results. Sunken or hidden
obstacles such as rocks, trees, limbs,
dock sections, concrete, etc. may also
limit final results or slow progress. If
such items exist, are in our way and

removable by our equipment, we will remove and place on/at shore with other removed material as part of the job.

Customer/permit holder understands that there is no permanent solution to aquatic weeds and that they may reappear and re-establish in the future.

Total

\$2,975.00

Note to customer

Zac, thank you sincerely for reaching out and considering us for this job,

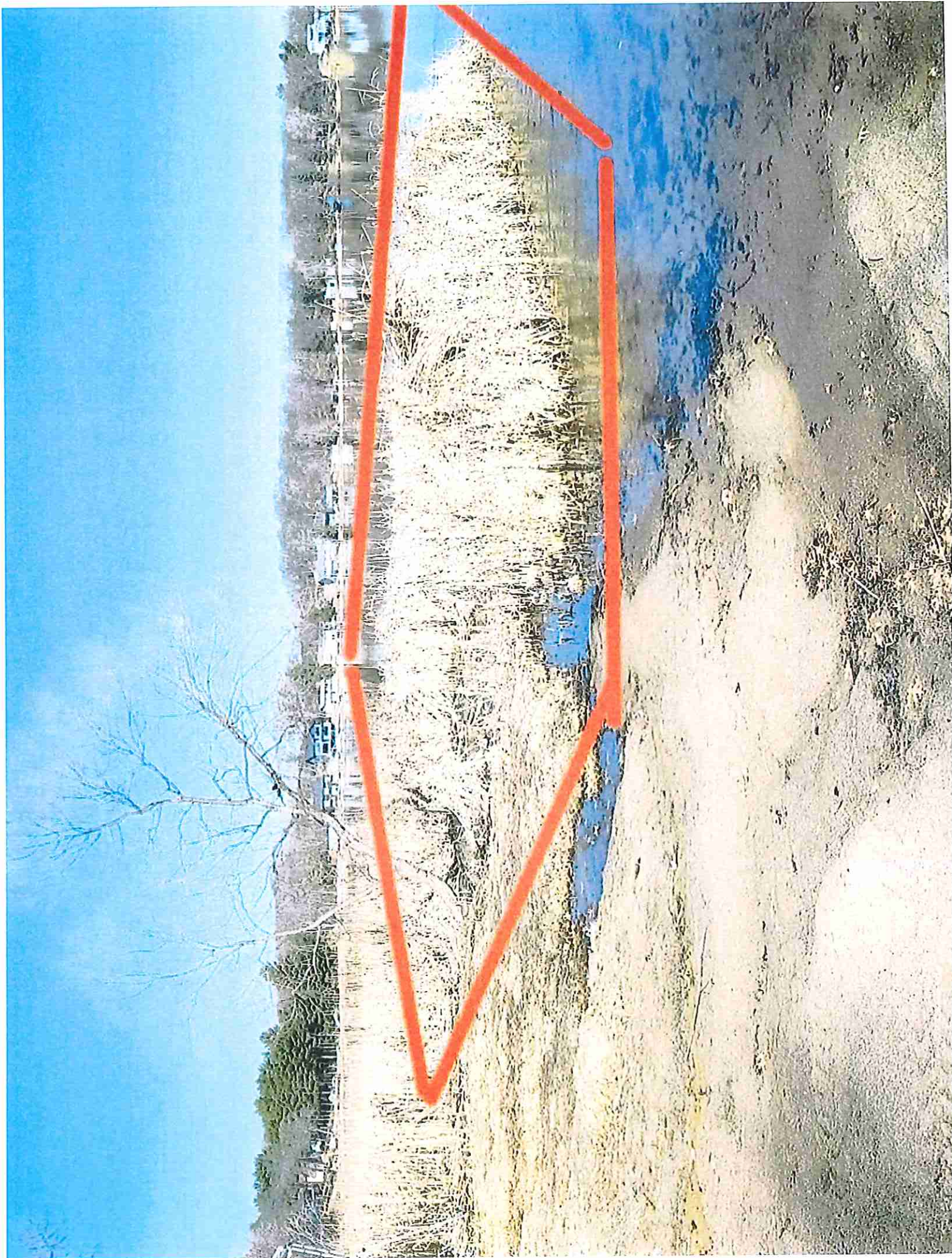
Tony

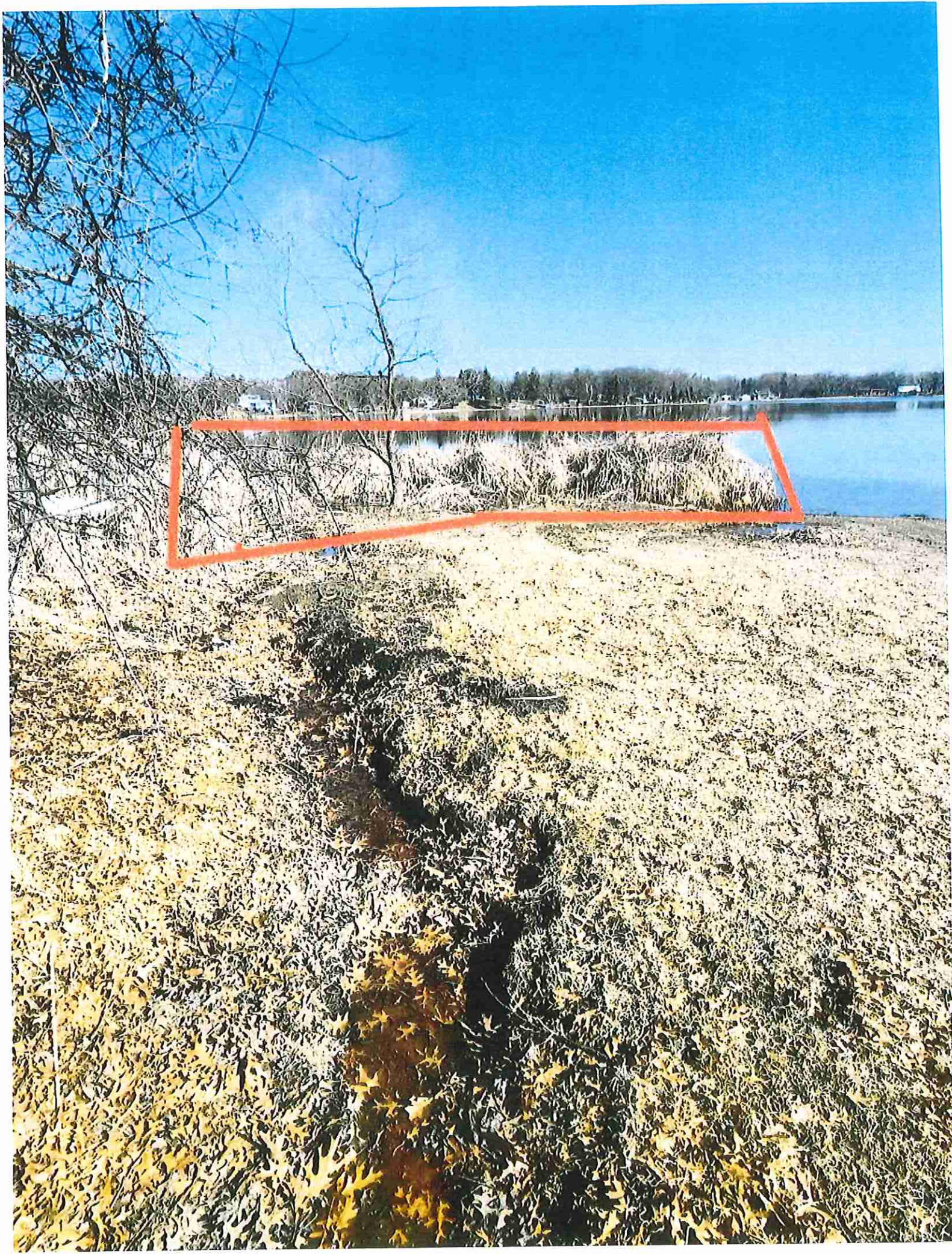
Expiry
date

04/15/2025

Accepted date

Accepted by





RESOLUTION NO: 25-13

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

REVISIONS OF PARK COMMITTEE BYLAWS.

WHEREAS, an advisory Park Committee was established by the Baldwin Town Board on November 1, 1999 to establish a quality park system and recreation program consistent with the financial resources of the community; and,

WHEREAS, the Park Committee is to render valuable assistance to the City Council in establishing its park system and recreation program.

WHEREAS, the Park Committee is governed by bylaws last amended by the Town Board on June 7, 2021; and,

WHEREAS, the City Council does hereby establish the following bylaws for the Park Committee:

ESTABLISHMENT OF COMMITTEE

The City of Baldwin does hereby establish the Baldwin Park Committee.

PRIMARY DUTIES

It shall be the primary responsibility of the Park Committee to advise the City Council regarding the systematic, comprehensive, and effective development of parklands, park facilities, and recreational programs necessary for the physical, mental, and emotional health and well-being of the residents.

ADDITIONAL DUTIES

The Park Committee shall also have the following additional duties:

1. To aid in the development of the Comprehensive Park plan and recreation plan for the City.
2. To advise the City Council relating to the dedication of land for parks, or payment of cash in lieu thereof, after reviewing applications for new subdivisions.
3. To receive citizens' comments and suggestions relating to the park and recreation systems.
4. To work with other local area governmental agencies to establish and manage park and recreation systems in the community.

COMMITTEE MEMBERSHIP

1. The Park Committee shall consist of five members and two alternate members.

The Park Committee shall operate under Roberts Rule of Order. The Chair shall preside over all meetings of the Park Committee and is responsible for the following duties:

1. Appear as necessary before the City Council to present the recommendations of the park and recreational needs of our community.
2. Provide liaison with other governmental and volunteer organizations in matters related to the park and recreational function.
3. Establish a yearly meeting schedule and set agendas for each meeting.

The Vice-Chair is to assume the responsibilities of the Chair in their absence.

The City Clerk or Deputy Clerk is to take minutes at the meeting and be responsible for the following:

1. Keeping records and minutes of the committee as well as all necessary correspondence.
2. Present all members, including alternate members, with meeting agendas one week prior to said meeting.
3. If the City Clerk or Deputy Clerk is absent, the Park Committee will vote to appoint a member to take minutes and record the meeting, or the meeting will be cancelled.

COMPENSATION

Park Committee members shall receive a monthly stipend, as approved by the City Council, for attendance at Park Committee meetings for those present with voting privileges in the administration of their duties.

AMENDMENTS

These bylaws may be amended from time-to-time upon the recommendation by the Park Committee and subject to City Council approval.

NOW THEREFORE BE IT RESOLVED by the Baldwin City Council that the by-laws set forth herein are adopted.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Baldwin City Council this 5th day of May, 2025.

MOTION BY:
SECONDED BY:
IN FAVOR:
OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

EXHIBIT A
LEGAL DESCRIPTION

The Northeast Quarter of the Southwest Quarter of Section 34, Township 35, Range 26, Sherburne County, Minnesota, excepting therefrom the South 200.00 feet of the 200.00 feet of the North 654.00 feet of the East 798.00 feet, Also excepting therefrom the South 78.00 feet of the North 454.00 feet of the West 453.00 feet of the East 798.00 feet of the Northeast of the Northeast Quarter of the Southwest Quarter of Section 34, Township 35, Range 26, Sherburne County, Minnesota.



Two Carlson Parkway
Suite 110
Plymouth, MN 55447
P: 612-355-7726



April 30, 2025

Zac Good
Public Works Supervisor
30239 128th St NW
Princeton, MN 55371

Subject: Letter Agreement
Young Park Wetland Delineation
City of Baldwin
Moore Project #30363

Dear Mr. Yavarow,

We have prepared a scope and cost estimate to conduct a wetland delineation for the 81-acre project area as shown in the map provided by the City of Baldwin. The project is located within Young Park (PID 01-00014-3100). The purpose of the wetland delineations is for proposed trail improvements throughout the park. The wetland delineation will assist in where to place new trails or add fill to improve existing trails while avoiding or minimizing wetland impacts. We will perform a wetland delineation following the USACE 1987 Manual and appropriate applicable methodologies.

Scope of Work

Task 1: Offsite and Field Wetland Delineation

Moore will perform an offsite wetland determination to review Lidar, NWI, public waters, soils, and general field conditions prior to the field wetland delineation. After coordinating with the City, Moore will perform a field/onsite wetland delineation within Young Park according to the 1987 Manual and Midwest Regional Supplement. Potential wetland areas identified in the offsite review will be verified in during the field investigation as well as all other observed wetlands. Wetland boundaries will be mapped using a handheld GPS unit with submeter accuracy and flagged using pink pin flags in areas of the Project Area.

Task 2: Reporting

Moore will draft a wetland delineation report for the site. Contents will include results of the field delineation, figures, and USACE wetland data sheets. Once drafted, we will provide the report to you with the Joint Application Form for review and signature. We will address one round of comments from the City on the draft delineation report and provide a final copy of the report. Once signed, the finalized report will be submitted to the Local Government Unit (LGU) on your behalf. We will also provide you GIS files of the delineated boundaries, including polygons for each feature identified for incorporation into future site plans.

Task 3: TEP Meeting Attendance

The delineation report will be submitted to the Technical Evaluation Panel (TEP) that regulates the Wetland Conservation Act (WCA) for the City of Baldwin (Sherburne County) for their review and final approval of wetland boundaries. Moore will attend the site review and coordinate with the TEP on your behalf to obtain approval of the wetland boundaries. TEP revisions to the boundaries discussed during the site review will be updated in your report and in any GIS data provided to you.

Deliverable(s)

Improving lives by building strong communities.

mooreengineeringinc.com

- GIS data files of relevant boundaries, polygons, and points
- Approved Wetland Delineation Report

Assumptions

The following items form the basis of this Proposal:

- Moore proposes to delineate areas of the park that contain existing and/or proposed new trails (figure provided by City). A 30-foot corridor will be added to the existing and proposed trails which will make up the project extent to be delineated. Areas of trails that contain boardwalks where no improvements are expected will not be delineated.
- A second Fee (see below) includes delineating the entire parcel, not just the trail corridor areas described above. We can work with the City to determine which delineation method would be most useful.
- Moore assumes this proposal does not include wetland permitting such as WCA No Loss applications or a wetland replacement plan. If permitting is needed, an additional proposal will be provided.

Schedule

Moore can complete the field work within two weeks of notice to proceed and can complete the report within one week of completion of the field work. A Notice of Decision (Approval) can be expected from the TEP within 60 days of the submitted report.

Fee

Moore will perform the tasks specified in the Scope of Work above on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions.

Based on our current understanding of the project, we estimate the total cost for the scope described above in Tasks 1-3 to be:

1. Trail Corridor Area: Four Thousand Nine Hundred Dollars (\$4,900).
2. Entire Parcel: Five Thousand Seven Hundred Dollars (\$5,700)

The fee shall not exceed the total contract compensation amount unless approved in writing by the City of Baldwin.

Closing

Should you find this Proposal acceptable, please have the authorized representative(s) of the City of Baldwin sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Proposal to me. Receipt of a fully executed copy of this Proposal will serve as our Agreement and our Notice to Proceed.

We appreciate the opportunity to submit this Proposal to the City, and we look forward to working with you on this Project. Should you have any questions or need additional information, please contact me by phone at 952-913-1384 or by e-mail at lucas.mueller@mooreengineeringinc.com.



Lucas Mueller
Project Manager

Acceptance of the City of Baldwin

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature _____

Name _____

Title _____

Date _____

ESTIMATE

TW Hauling and Excavating, Inc.
27930 96th Street NW
Zimmerman, MN 55398

twhaulingandexcavatinginc@gmail.com
om
763-633-4660

Baldwin Township (C)

Bill to
Baldwin Township
30239 - 128th Street NW
Baldwin Township, MN 55371

Ship to
Baldwin Township
30239 - 128th Street NW
Baldwin Township, MN 55371

Estimate details

Estimate no.: 1042
Estimate date: 04/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Excavating	Repair Boat Landing Where it has Heaved Up - Inspected Landing, water is trapped behind the bank and the frost heaves the concrete runners up. I plan to remove concrete runners and dig out heaving area, 2-3 feet down, and replace with 1-1/2" Crushed Rock (Plaisted's has it available), Reset concrete runners to grade. Hopefully this will allow water to filter through rather than freeze and heave.			\$1,500.00
Total						\$1,500.00

Accepted date

Accepted by

Livestream or Uploaded Video's by City

City of Zimmerman – Population 6762 – Live Stream via cable access channel on website, archived on website within 24 hours

City of Princeton – Population 5312 –uploaded to YouTube for public viewing, IT department uploads videos to website when available

City of Milaca – Population 3053 – Live stream City Council meetings only and uploaded to YouTube

City of Elk River – Population 27,342 – Live streamed on ErTV Channel 180 and uploaded to YouTube within 48 hours

City of Foley – Population 2673 – uploaded to YouTube for public viewing the day after the council meeting

City of Becker – Population 5074 – Live streamed City Council meetings and uploaded to YouTube for public viewing – all other meetings are only available upon request

City of Big Lake – Population 12,610 – Live streamed city council meetings with Sherburne Wright cable commission

City of Albertville - Population 8527 – Audio recording only (all meetings)

City of St. Francis – Population 8442 – Live streamed to YouTube for city council and planning and zoning, only audio recording for other meetings

Party Bus Rental – Elk River

4 hour minimum: \$1850 with tip and fees

First Student Charter Bus – Anoka

Based on number of stops: \$545.50

Palmer Bus Service – Princeton

Waiting on Information

Vision Transportation – Elk River 7634414420

3 hour minimum: \$300

Tri-Cap Transportation – Milaca (320-257-4448 Kimberly)

Would need to be during the day or a Saturday (Saturday the 24th)

No transportation available after 6 PM

25 People: \$300 (must be during the day)

Charter Up – Minneapolis

First Class Bus Rentals: \$955.69

Renee's Limousines - Plymouth

Executive mini bus- 2.5 hours: \$663

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: <u>Christ Our Light Catholic Parish</u>	Previous Gambling Permit Number: X- <u>48001-24-062</u>
Minnesota Tax ID Number, if any: <u>1619218</u>	Federal Employer ID Number (FEIN), if any: <u>27-2606585</u>
Mailing Address: <u>804 7th Ave South</u>	
City: <u>Princeton</u>	State: <u>MN</u> Zip: <u>55371</u> County: <u>Mille Lacs</u>
Name of Chief Executive Officer (CEO): <u>Fr. Kevin Anderson</u>	
CEO Daytime Phone: <u>763-389-2115</u>	CEO Email: <u>frkevin@christourlightmn.org</u> (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Christ Our Light Catholic Parish

Physical Address (do not use P.O. box): 11700 293rd Ave NW

Check one:

☒ City: City of Baldwin Zip: 55371 County: Sherburne
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 09/21/25

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

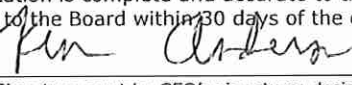
4/23
Page 2 of 3

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	
TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 4/25/25

(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Kevin Anderson

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
 A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?
 Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer