



AGENDA FOR JUNE 23RD, 2025
CITY OF BALDWIN REGULAR MEETING
7:00 p.m.
(Revised 6/18/2025)

7:00 p.m. Call to Order

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

Treasurer's Report:

Public Comment Requests:

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

- Approve Special City Council Meeting Minutes for May 13th, 2025, June 16th, 2025 and Employee Performance Review Meeting Minutes for June 17th, 2025
- Approve City Council Meeting Minutes for May 19th, 2025
- Approve Clerk Vacation Leave of June 27th, June 30th and July 1st, 2025
- Approve Landscape and Driveway Escrow Agreement for PID# 01-00605-0110
- Approve Bill McGowan Resignation as Planning Commissioner Effective June 17th, 2025

Engineering:

- a. Discuss Project Management for Sandy Lake and Bid – Tom Rush
- b. Discuss/Approve/Disapprove Clear and Grub Quotes for 100th Street and 297th Avenue – Tom Rush
- c. Discuss/Approve/Disapprove No Loss Application and Excavation at 278th Avenue NW Culvert
- d. Discuss Hakanson Anderson Memo Regarding Excavation at 123rd Street Culvert
- e. Discuss Updates on Work Completed on 285th Avenue Curb and 305th Avenue Culverts
- f. Discuss/Approve/Disapprove Quotes for Crack Sealing and Construction Management/Observation

Frontier Trails Update:

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.

Road Report – Tom Rush

- a. Discuss Public Works Report
- b. Discuss Failed Driveway for PID# 01-00594-0120
- c. Discuss/Approve/Disapprove Road Maintenance Agreement By and Between Princeton Township and the City of Baldwin for 325th Avenue and 136th Street - Jay Swanson

Tabled Items:

- a. Discuss/Approve/Disapprove Blue Hill Township Fire Contract – Scott Case
- b. Discuss/Approve/Disapprove Updated Employee Handbook – Jay Swanson
- c. Discuss No Parking on 139th Street – Jay Swanson
- d. Discuss/Approve/Disapprove Removal for Cemetery Fence at County Road 38 and County Road 19 – Jeff Holm

New Business:

- a. Discuss/Approve/Disapprove Renewal of Tobacco License for Ridgewood Bay Resort – Jay Swanson
- b. Discuss/Approve/Disapprove COLA Increase for Employees – Jay Swanson
- c. Schedule Budget Meeting – Jay Swanson
- d. Discuss/Approve/Disapprove Ordinance 2025-11; Sunday Liquor and Update to Fee Schedule – Jay Swanson
- e. Discuss/Approve/Disapprove City Staff Health Insurance Annual Renewal – Clerk
- f. Discuss/Approve/Disapprove Ehler's Assisting with 2026 Budget – Scott Case

Announcements:

- a. Infrastructure Committee Meeting Tour Tuesday, June 24th, 2025 at 1:00 p.m.
- b. City Council Road Tour Tuesday, June 24th, 2025 at 5:00 p.m.
- c. Planning Commission Meeting Wednesday, June 25th, 2025 at 7:00 p.m.
- d. Park Committee Meeting Thursday, June 26th, 2025 at 7:00 p.m.
- e. Baldwin Fire Department Pancake Breakfast Sunday, June 29th, 2025 from 8:30 a.m. to 12:30 p.m.
- f. City Hall Closed Friday, July 4th, 2025 in Observance of Independence Day.
- g. Next City Council Meeting Monday, July 7th, 2025

Any Other Business:**Approve Bill for Payment:****Adjourn:**

CITY OF BALDWIN

***Cash Balances**
Cash Account: 10100
June 2025

06/18/25 2:31 PM
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Fund	Begin June 2025	Receipts	Disbursements	Transfers		JE Payroll	Balance No Investments	Investments	Balance
				Rec/Disb	Journal Entries				
10100 - Bremer									
101 - General Fund	(\$1,179,916.37)	\$245,529.47	(\$36,873.74)	\$0.00	\$0.00	(\$5,844.90)	(\$977,105.54)	\$0.00	(\$977,105.54)
			(\$64.40)	\$0.00	\$0.00	(\$853.72)	\$13,976.79		\$13,976.79
225 - Cemetery Fund	\$14,894.91			\$0.00	\$0.00		\$113,438.32		\$113,438.32
	\$43,501.69	\$80,650.01	(\$7,031.73)	\$0.00	\$0.00		\$255,508.67		\$255,508.67
250 - Fire Operations	\$120,805.92	\$245,000.00	(\$110,297.25)	\$0.00	\$0.00		\$743,919.64		\$743,919.64
275 - Street Capital	\$735,169.64	\$8,750.00		\$0.00	\$0.00		\$17,335.91		\$17,335.91
301 - G.O. 2017A	(\$16,841.59)	\$34,177.50		\$0.00	\$0.00		\$150,987.85		\$150,987.85
302 - G.O. 2024A	\$150,987.85			\$0.00	\$0.00		\$60,364.70		\$60,364.70
401 - Capital Project Fund	\$32,864.70	\$27,500.00		\$0.00	\$0.00		\$173,836.03		\$173,836.03
402 - Fire Services	\$139,646.39	\$35,000.00	(\$810.36)	\$0.00	\$0.00	(\$2,177.23)	\$104,567.85		\$104,567.85
403 - Fire Infrastructure Fund	\$80,915.58	\$31,505.00	(\$5,675.50)	\$0.00	\$0.00	(\$275.48)	\$48,922.91		\$48,922.91
404 - Parks Capital Fund	\$49,955.19	\$5,467.99	(\$6,224.79)	\$0.00	\$0.00		\$133,613.13		\$133,613.13
602 - Sewer Fund	\$127,022.88	\$10,235.00	(\$3,644.75)	\$0.00	\$0.00		\$1,489.61		\$1,489.61
801 - Developers Account - Escrow	\$1,489.61			\$0.00	\$0.00		\$0.00		\$0.00
802 - Baldwin Estates Escrow	\$0.00			\$0.00	\$0.00		\$15,756.81		\$15,756.81
803 - Misty Hollow Escrow	\$15,756.81			\$0.00	\$0.00		\$2,186.41		\$2,186.41
804 - Buck Run Escrow	\$2,186.41			\$0.00	\$0.00				
805 - Sunser Farms 1st Addt Escr									
MTD Amounts	YTD Amounts			MTD Amounts	Begin + YTD				
Begin	\$318,439.62			\$975,411.07	\$1,093,183.34				
Receipt	\$723,814.97				\$0.00				
Disbursements	(\$170,622.52)				\$0.00				
Transfers Rec/Disb	\$0.00				\$0.00				
Transfers JE	\$0.00				\$0.00				
JE Payroll	(\$12,832.98)				\$858,799.09	In Balance			
				Balance					

CITY OF BALDWIN

*Cash Balances

Cash Account: 10100

May 2025

06/16/25 7:35 AM

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Fund	Begin May 2025	Receipts	Disbursements	Transfers		JE Payroll	Balance No Investments	Investments	Balance
				Rec/Disb	Journal Entries				
10100 - Bremer									
101 - General Fund	(\$1,034,451.75)	\$27,177.04	(\$159,501.96)	\$0.00		(\$13,139.70)	(\$1,179,916.37)	\$0.00	(\$1,179,916.37) In Bal
225 - Cemetery Fund	\$15,905.44	\$17.08	(\$219.80)	\$0.00		(\$807.81)	\$14,894.91		\$14,894.91 In Bal
250 - Fire Operations	\$40,116.68	\$5,689.32	(\$25,813.43)	\$0.00	\$26,781.68	(\$3,272.56)	\$43,501.69		\$43,501.69 In Bal
275 - Street Capital	\$120,805.92			\$0.00			\$120,805.92		\$120,805.92 In Bal
301 - G.O. 2017A	\$735,169.64			\$0.00			\$735,169.64		\$735,169.64 In Bal
302 - G.O. 2024A	(\$16,841.59)			\$0.00			(\$16,841.59)		(\$16,841.59) In Bal
401 - Capital Project Fund	\$150,823.62	\$164.23		\$0.00	(\$16,781.68)		\$32,864.70		\$32,864.70 In Bal
402 - Fire Services	\$49,592.29	\$54.09		\$0.00	(\$10,000.00)		\$139,646.39		\$139,646.39 In Bal
403 - Fire Infrastructure Fund	\$149,483.62	\$162.77		\$0.00		(\$1,630.49)	\$80,915.58		\$80,915.58 In Bal
404 - Parks Capital Fund	\$83,630.45	\$227.36	(\$1,511.74)	\$0.00		(\$879.31)	\$49,955.19		\$49,955.19 In Bal
602 - Sewer Fund	\$48,788.80	\$3,928.07	(\$1,882.37)	\$0.00			\$127,022.88		\$127,022.88 In Bal
801 - Developers Account - Escrow	\$125,598.11	\$6,124.77	(\$4,700.00)	\$0.00			\$1,489.61		\$1,489.61 In Bal
802 - Baldwin Estates Escrow	\$1,489.61			\$0.00			\$0.00		\$0.00 In Bal
803 - Misty Hollow Escrow	\$0.00			\$0.00			\$15,756.81		\$15,756.81 In Bal
804 - Buck Run Escrow	\$15,756.81			\$0.00			\$2,186.41		\$2,186.41 In Bal
805 - Sumner Farms 1st Addt Escr	\$2,186.41								
MTD Amounts									
Begin	\$488,254.06						\$1,093,183.34		
Receipt	\$43,544.73						\$0.00		
Disbursements	(\$193,629.30)						\$0.00		
Transfers Rec/Disb	\$0.00						\$0.00		
Transfers JE	\$0.00								
JE Payroll	(\$19,729.87)								
							\$318,439.62		In Balance



BALDWIN CITY COUNCIL SPECIAL MEETING

MAY 13TH, 2025

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

Absent - Jeff Holm

Also Present – Blue Hill Town Board; James Artmann, Edward Evens and Mike King, City Attorney; Mike Couri and Mark Allseits from Couri & Ruppe, Blue Hill Treasurer Francine Larson

Call to Order – The March 13th, 2025 special 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

Discussion with Blue Hill Town Board on Fire Contract – Fire Chief, Scott Case, stated that it has been a year and 5 months since Baldwin has started fire service for Blue Hill Township. Case is looking for feedback on the service that Blue Hill is receiving from Baldwin Fire Department. Case asked if Blue Hill's service needs are being met now and any changes needed in the future. Jim Artmann said Blue Hill is getting more bang for their buck. Jim said he would like to review medical calls because the calls are up some. Case said it depends on how dispatch gets the calls and interprets them. Case said they told dispatch to give them all calls except mental health calls. Case said a record search could be done due to the number of medical calls for Blue Hill. Artmann communicated that Princeton had fewer medical calls in the past. Case stated that with the increase in population, this would increase. Case stated that the medical calls in Baldwin have also been increasing. Mayor Swanson communicated there was a trial period for fewer medicals calls being changed to major medical. This trial period did not work out, so Baldwin went back to full medicals. Edward Evans stated that the formula will show changes in the future if applicable. Edward Evans said he has only heard good things about Baldwin supplying fire services and medicals to Blue Hill Township. Case reviewed the Blue Hill formulas based on the number of calls, population and taxable market value. Case communicated that Baldwin no longer has a capital fire fund. The payment based on this formula will be \$50,000.00 for 2026. Rush questioned if it previously was \$55,000.00. Case indicated that was correct based on the formula. Case stated that call volumes dictate the charge. Couri stated that this is based on the previous year's information. The formula on the contract has a \$5000.00 reduction in the fire contract. Jim Artmann stated that they do not want the payment to drop due to many factors. Edward Evans stated that they do not want to pay for equipment and the current formula is simple and understandable. Case indicated that equipment is paid by Blue Hill but not apparatus. Mayor Swanson communicated that the \$5000.00 could be considered a donation. Rush questioned Case about increasing of the wages of the fire fighters and the increase in the number of fire fighters. Case indicated \$15,000 is the approximate wages and the rest is equipment and wear and tear on vehicles, etc. Mayor Swanson communicated that an annual meeting between the City of Baldwin and

Blue Hill Town Board would still be done annually Case suggested keeping the formula as is and is asking for Blue Hill to ask for the additional \$5000.00 at the Townships annual meeting. Case communicated that the City of Baldwin has an Infrastructure Committee in session and the contract states on page 3 that if Baldwin intends on constructing a new Fire Hall, it shall notify Blue Hill of this fact at least one year before a contract is signed. Jim Artmann communicated that this clause in the contract stays. Mayor Swanson communicated that if Baldwin built a new fire hall, it would not change any of the rates for Blue Hill Township. City Attorney, Mike Couri, stated that the prior year costs will be used.

Mike Couri made a correction to have the taxable market value changed to 2025 for the year 2026. The population will be determined based on the numbers received from Sherburne County in January of each year. Mike Couri communicated that the joint meeting should be held each year in the first week of February. This would start in February 2026 to calculate 2027 numbers. In February of 2026, the 2025 call/run numbers will be used, population for 2025 and taxable market value for 2026. The contract price for 2026 will be \$50,000.00. The contract will be approved by the Blue Hill Town Board and Baldwin City Council at their next Township/City Council meeting. For the City of Baldwin, this will be tentatively on June 9th, 2025 City Council meeting.

Discuss/Approve/Disapprove Revised Blue Hill Fire Contract for 2026 – This is for discussion only at this time.

Adjourn – Blue Hill Town Board: Artmann/Evans unanimous to adjourn Blue Hill Town Board meeting at 7:57 p.m.

Rush/Walker unanimous to recess Special City Council meeting for 5 minutes.
Rush/Walker unanimous to reconvene the Special City Council meeting at 8:02 p.m.

Discuss Employee Handbook – Summary of proposed changes to Baldwin Employee Handbook:

In the entire handbook; change Township to City.

Core hours: 8:00 a.m. to 4:30 p.m. Monday through Thursday, Friday is 8:00 a.m. to Noon. City Staff begins work at 7:00 a.m. but the City Hall/Public Works Department officially opens at 8:00 a.m. Public Works will continue to follow a schedule set by their supervisors; at Council discretion. Direct deposit information was updated in the employee handbook and a new section created for the Veterans Preference Act. New language was added to clarify layoffs along with updates on Minnesota's minimum wage laws.

Mike Couri left the meeting at 8:11 p.m.

Juneteenth was added as an official state holiday along with adding Columbus Day and the day after Thanksgiving. PTO was eliminated and vacation leave was updated. There were also some updates on ESST compliance and language. Funeral leave is now considered ESST time. The implementation of Paid Family and Medical Leave that will

be implemented in 2026 had added language. Travel and meal allowance was updated along with the policy on a drug-free workplace. There was an addition to remote work and cannabis use summary. Full employee handbook is on file in the Clerk's office.

Adjourn - Rush/Case unanimous to adjourn at 9:44 p.m.

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

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

Date

Attendees: Sherburne County Commissioner; Brad Schumacher.



BALDWIN CITY COUNCIL SPECIAL MEETING

JUNE 16TH, 2025

Present – City Council; Tom Rush, Alan Walker, Scott Case, and Jeff Holm
Jeff Holm arrived at 7:31 p.m.

Absent – Mayor Jay Swanson

Call to Order – The June 16th, 2025, special meeting of the City of Baldwin was called to order by Acting Mayor Tom Rush at 7:02 p.m.

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

Review 2025 Budgets/Line Items for Each Fund and Establish 2026 Budgets/Line Items for Each Fund – The City Council reviewed the budget process timeline now that Baldwin is a City. Acting Mayor, Rush, stated that Ehler's, Baldwin's Financial/Accounting Support, is requesting a 4% increase for the 2026 budget lines. Rush stated that he does not need an increase in the Park fund. Rush stated that the road budget will need to increase due to future road projects. The City Council reviewed all funds and proposed some adjustments. The City Council will schedule an additional meeting to review the 2026 budget at the June 23rd, 2025 City Council meeting.

Approve/Disapprove Proposed 2026 Line-Item Budget –
This is for discussion only at this time.

Adjourn - Holm/Walker unanimous to adjourn at 8:36 p.m.

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

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

Date

Attendees: None



CITY OF BALDWIN
JUNE 17th, 2025
SPECIAL CLOSED EMPLOYEE PERFORMANCE REVIEW MEETINGS

Notice is hereby given that the City Council of the City of Baldwin, Sherburne County, Minnesota, will hold special meetings on Tuesday, June 17th, 2025 at 6:00 p.m., 6:30 p.m., 7:00 p.m., 7:30 p.m. and 8:00 p.m. at Baldwin City Hall to conduct closed session(s) as required by Minnesota State Statute § 13D.05, subdivision 3(a) to evaluate the performance of an individual(s) who are subject to the City Council's authority. The person(s) subject to the closed session has the option to request that it be open to the public. The City Council may also open the meeting after the closed session in order to take action if it determines whether it may be warranted.

Dated this 12th day of June, 2025. Posted on June 12th, 2025.

Present – Mayor Jay Swanson, City Council; Tom Rush, Alan Walker, and Jeff Holm
Alan Walker arrived at 6:21 p.m.

Call to Order – The June 17th, 2025 closed employee performance review for Fire Chief Scott Case was called to order by Mayor Jay Swanson at 6:00 p.m.

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

Motion to Close Meeting Per MN State Statute § 13D.05, subdivision 3 (a) – The meeting may be opened at the request of the employee or may be opened by the City Council to take further action if warranted. The Fire Chief, Case, requested that the employee performance review remain closed. **Rush/Holm unanimous to approve closing the employee performance review for Scott Case. Scott Case abstained from this motion.**

Motion to Open Meeting – **Rush/Holm unanimous to approve** opening the employee performance review meeting for Fire Chief, Scott Case.

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

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

Date



**CITY OF BALDWIN
JUNE 17th, 2025
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Dated this 12th day of June, 2025. Posted on June 12th, 2025.

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

Motion to Close Meeting Per MN State Statute § 13D.05, subdivision 3 (a) – The meeting may be opened at the request of the employee or may be opened by the City Council to take further action if warranted. Deputy Clerk, Kayla Nielsen, requested that the employee performance review remain closed. **Holm/Rush unanimous to approve** closing the employee performance review for Kayla Nielsen.

Motion to Open Meeting – Holm/Rush unanimous to approve opening the employee performance review meeting for Deputy Clerk, Kayla Nielsen.

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

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

Date



**CITY OF BALDWIN
JUNE 17th, 2025
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Dated this 12th day of June, 2025. Posted on June 12th, 2025.

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

Motion to Close Meeting Per MN State Statute § 13D.05, subdivision 3 (a) – The meeting may be opened at the request of the employee or may be opened by the City Council to take further action if warranted. Public Works, Phillip Fadden, requested that the employee performance review remain closed. **Holm/Rush unanimous to approve** closing the employee performance review for Phillip Fadden.

Motion to Open Meeting – **Case/Holm unanimous to approve** opening the employee performance review meeting for Public Works, Phillip Fadden.

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

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

Date



CITY OF BALDWIN
JUNE 17th, 2025
SPECIAL CLOSED EMPLOYEE PERFORMANCE REVIEW MEETINGS

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Dated this 12th day of June, 2025. Posted on June 12th, 2025.

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

Motion to Close Meeting Per MN State Statute § 13D.05, subdivision 3 (a) – The meeting may be opened at the request of the employee or may be opened by the City Council to take further action if warranted. Public Works Supervisor, Zac Good, requested that the employee performance review remain closed. **Holm/Rush unanimous to approve** closing the employee performance review for Zac Good.

Motion to Open Meeting – Holm/Rush unanimous to approve opening the employee performance review meeting for Public Works Supervisor, Zac Good.

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

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

Date



**CITY OF BALDWIN
JUNE 17th, 2025
SPECIAL CLOSED EMPLOYEE PERFORMANCE REVIEW MEETING**

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Dated this 12th day of June, 2025. Posted on June 12th, 2025.

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

Motion to Close Meeting Per MN State Statute § 13D.05, subdivision 3 (a) – The meeting may be opened at the request of the employee or may be opened by the City Council to take further action if warranted. Clerk/Treasurer, Joan Heinen, requested that the employee performance review remain closed. **Holm/Rush unanimous to approve** closing the employee performance review for Joan Heinen.

Motion to Open Meeting - Case/Holm unanimous to approve opening the employee performance review meeting for Clerk/Treasurer, Joan Heinen.

Adjourn - Holm/Rush unanimous to adjourn at 8:24 p.m.

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

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

Date



BALDWIN CITY COUNCIL REGULAR MEETING

MAY 19TH, 2025

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

Absent – City Council Jeff Holm

Also Present – City Engineer; Sam Jochum from Hakanson Anderson

Call to Order – The May 19th, 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 Final Treasurer's Report – Beginning balance of \$588,036.37, Receipts of \$54,320.78, Disbursements of \$164,866.55 Check Numbers 28455 – 28541 and 16 EFT Payments, Void Check Number 28509, leaving an unaudited ending balance of \$477,490.60.

May 2025 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$477,490.60, Receipts of \$36,108.80, Disbursements of \$201,639.33 leaving an unaudited ending balance of \$311,960.07.

Public Comment Requests –

- Tiffany & Brantley Koenig: 14553 293rd Avenue, Zimmerman – Brantley is requesting use of the Fire Department parking lot for his 10th year free lemonade stand. This will be June 7th, 2025 from 11:30 a.m. to 2:30 p.m. All proceeds will be given to Law Enforcement, Fire and EMS Services. **Rush/Walker unanimous to approve** lemonade stand on June 7th, 2025 from 11:30 a.m. to 2:30 p.m.

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

- Approve Clerk Time Off of May 22nd and May 23rd, 2025
- Approve Sherry Newman Resignation as Planning Commissioner Effective June 1st, 2025
- Approve Joint City Council and Planning Commission Meeting Minutes for April 23rd, 2025

- Approve Special City Council/Open House Meeting Minutes for 100th Street and 297th Avenue for May 1st, 2025
- Approve City Council Regular Meeting Minutes for May 5th, 2025

Engineering:

Discuss/Approve/Disapprove Soil Boring Quotes – The geotechnical evaluations for the sinkhole locations and 303rd Avenue was sent to three firms, and two quotes were received back. Haugo Geotechnical Services quote was for \$15,610.00 and Braun Interec is \$19,155.00. **Rush/Walker unanimous to approve** Haugo Geotechnical Services for \$15,610.00. Rush asked if 305th Avenue soil borings were done. City Engineer, Sam Jochum, stated that 305th was not quoted.

Discuss/Approve/Disapprove 305th Avenue NW Culvert and Ditch Grading Quotes – Culvert and Ditch Grading Quotes on 305th Avenue was sent to three contractors and one was received back prior to the deadline. The quote from Perkins Contracting was received after the deadline. West Branch Construction Company quote was for \$15,310.00 and the quote from Perkins Contracting was for \$44,555.00. **Case/Walker unanimous to approve** West Branch Construction Company for \$15,310.00.

Discuss/Approve/Disapprove 285th Avenue Curb and Gutter Quotes – Curb and gutter project on 285th Avenue was sent to 3 contractors. Two out of the three quotes were received for the entire project. Tenold Concrete LLC quote was for \$28,174.50 and North Country Concrete Inc. was for \$72,664.96. **Rush/Walker unanimous to approve** Tenold Concrete LLC for \$28,174.50. Mayor Swanson asked if Hakanson has ever worked for Tenold and City Engineer, Jochum, stated no.

Discuss/Approve/Disapprove Southern Pines and North Elk Lake Loop Culvert- City Engineer, Sam Jochum, communicated that a 30 Foot easement is available in this area. Public Works could rent equipment to complete the work. Mayor Swanson asked if a quote to rent the equipment should be completed first. Rush stated that a quote can be done. **Walker/Rush unanimous to approve** going out for quotes for the equipment rental and bringing the quote back to June 9th, 2025 City Council meeting.

Discuss Paving Repair on 123rd Street and 120th Street – Proposal or a solution has not been received from Knife River. Hakanson Anderson will be meeting at the site on Thursday, May 22nd, 2025 at 10:00 a.m.

Rush/Case unanimous to table until the June 23rd, 2025 City Council meeting.

Discuss/Approve/Disapprove Plans and Specifications for 2025 Crack Filling Project and Authorize Advertising for Bids – Bids could be opened as soon as June 9th, 2025. This cannot be done as a quote but needs to be opening of bids due to the dollar amount. Rush sent over to Hakanson Anderson 5 contractors to do the work.

Rush/Walker unanimous to approve authorizing request for proposals to be done for 2025 crack filling project for the City of Baldwin.

Discuss/Approve/Disapprove Local Government Road Wetland Replacement Program (LGRWRP) Application for 100th Street and 297th Avenue – Hakanson Anderson is requesting that the City Council approve the submittal of the LGRWRP application on behalf of the City, and direct staff to submit the application to the regulatory agencies for review and approval. This would be the regulatory agencies approving the replacement of the impacted wetlands via the state wetland bank that has been established for this purpose. The projects that impact wetlands for safety reasons are allowed to access that state wetland bank to satisfy their permitting requirements.
Case/Walker unanimous to approve LGRWRP Application.

Discuss 100th Street and 297th Meeting Summary – The meeting summary received from Hakanson Anderson had comments received from the residents and City Engineer, Hakanson Anderson. Most of the concerns were related to trees and fences. Hakanson Anderson would like to propose that fences within the new easement but outside of the grading extents are allowed to remain in place. Baldwin's Attorneys indicated that the best practice may be to record encroachment agreements to memorialize the situation of fences. The current plan calls to remove all trees within 40 feet of the centerline of the road or wider due to the slopes or culverts replaced in some areas. A resident asked if improvements will be made to small utilities/overhead power. Hakanson Anderson will ask utility companies to relocate (possibly underground) but at a minimum outside of the clear zone. Hakanson Anderson requested resident feedback on turn lanes located on 100th Street. Based on the feedback, the plan will be to reconstruct the turn lanes with the project. Easement meeting will be May 20th and May 27th from 6:00 p.m. – 8:00 p.m. Sam Jochum discussed fences and would like City Council direction. Mayor Swanson stated that if a fence needs to be moved, it should be a part of the project cost. Mayor Swanson stated that the 100th Street and 297th meeting went really well. Mayor Swanson communicated that gravel should be left over the winter. Mayor Swanson and Case stated that the Council is looking more towards starting construction in 2026. Mayor Swanson stated that this is pushed out due to Incorporation, easements, etc. City Engineer, Sam Jochum to discuss with Shane Nelson, City Engineer. Case stated it is beneficial to delay until the spring due to mobilization. Walker agreed with Case on this. Mayor Swanson said utilities and easements could be started. Mayor Swanson asked for the quote for tree trimming to be brought back to the June 23rd, 2025 City Council meeting.

The consensus from the City Council is to hold off until 2026.

Rush/Case made a motion to recess at 7:20 p.m. for 5 minutes due to power coming back on at City Hall

Case/Rush unanimous to reconvene at 7:26 p.m.

Discuss Prescribed easement Drainage in White Oaks Estates -Case/Rush unanimous to approve Mayor Swanson discussing drainage in White Oaks Estates with our City Engineer to come up with a resolution.

Frontier Trails Update – The Clerk received an email from Wastewater Manager, Mike Gwynn. The email stated the system is basically running well. There are several issues that should be dealt with this month but others that can wait for a new Service Advisor/Wastewater Management Company. The pressing issue is to replace a recirculating pump. The pump has been installed since 2014 and is failing. Mike Gwynn went on to say that the pump had a good lifetime for the type of pump it was. The quote received from Steinbrecher for the replacement pump #4 on the north system was for \$2939.21.

For the month of April 2025, receipts were \$5038.55 and disbursements were \$3619.91 leaving a balance of \$1418.64.

Discuss/Approve/Disapprove Ordering Micro C with an Expenditure of Approximately \$2500.00 - Rush/Case unanimous to approve Micro C expenditure.

Discuss/Approve/Disapprove Proceeding With Request for Proposals (RFP) – Rush does not want this sent to Septic Check. Case stated it should be sent to Septic Check to get as many RFP's back as possible. Walker would like it sent to Septic Check for pricing. Mayor Swanson stated this will be sent to Septic Check. Mayor Swanson will check with Shane Nelson on other companies to send the RFP to.

Rush/Case unanimous to approve going out for request for proposal for a Wastewater Treatment Plant Operator.

Discuss/Approve/Disapprove Steinbrecher Proposal - The quote received from Steinbrecher for the replacement of pump #4 on the north system was for \$2939.21.

Case/Rush unanimous to approve quote for \$2939.21 from Steinbrecher for replacement of pump #4 at Frontier Trails.

Road Report:

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

Discuss/Approve/Disapprove Speed Bump Replacement Items – Rush/Case unanimous to approve replacement parts of 70 blade signs, 60 cones, 6 type 1 barricades and 1 personal protective equipment/vest, jacket and pants. The total for this exchange is \$13998.00. The speed bumps were \$14,000.00.

Discuss/Approve/Disapprove Headwalls at PID# 01-00409-0370 – The resident at this property stated he has concerns on the headwalls. The headwall was built in 1966 and it currently keeps water from flowing into his yard. His property sits lower than the property next to him and he doesn't want the removal of this to cause issues with his home. Rush recommends leaving this headwall at this location. Mayor Swanson stated that encroachment agreements need to be completed for this PID and for the neighbors. There also needs to be a hold harmless agreement for the headwalls to remain. Mayor Swanson recommends this be sent to our City Attorney. Case asked about repairs to the headwalls, and it was stated that this is up to the property owner. **Rush/Walker**

unanimous to approve City Engineer working with City Attorney on encroachment agreements.

Schedule Spring Road Tour – Rush/Walker unanimous to approve spring road tour for June 24th, 2025, at 5:00 p.m.

Discuss/Approve/Disapprove 2025 Ditch Mowing Estimate – Ditch mowing for July 2025 and October 2025 is for \$9200.00. **Rush/Walker unanimous to approve** ditch mowing quote for \$9200.00.

Discuss/Approve/Disapprove Quote for 310th Avenue of \$24,838.90 – Rush/Case unanimous to approve quote for \$24,838.90 for cul de sac replacement on 310th Avenue.

Tabled Items:

Discuss/Approve/Disapprove Purchasing ADA Restrooms for City Parks – Purchase price for 3 portable restrooms is \$5180.00. A two-month rental for ADA restroom was quoted at \$400.24. The total for weekly service of the restrooms is \$600.00 a month for full service or \$300.00 a month for pumping service only. Service of the restrooms will be from July through September 2025. Case would like the portable toilets secured due to past vandalism. Mayor Swanson stated that Young Park should have a regular restroom. Mayor Swanson would like a quote for restrooms at Young Park. The Park committee will review this. Mayor Swanson would like to wait on purchasing for Young Park due to looking at design for restroom at Young Park. **Rush/Walker unanimous to approve** \$7980.24 for purchase of 3 portable restrooms, full-service and 2-month rental from Jim's Mille Lacs Disposal.

Discuss/Approve/Disapprove First Amendment to Agreement for Building Official Services – The first amendment to the Rum River Consultants (RRC) states that the Contractor and its employees shall not engage in business activities within the City which may interfere with the performance of the Contractors duties and responsibilities under this agreement. **Rush/Case unanimous to table** until the June 9th City Council meeting.

New Business:

Discuss/Approve/Disapprove State Bonding Capital Requests – The 2026 capital project preparation is underway. The requests must be submitted by June 13th, 2025, for publishing on July 15th, 2025. Case is asking if the City Council has more projects to add to the capital requests. The projects Case has is Fire Station/City Hall, Water Tower, Fire Department substation and training facility. These need to be prioritized on a resolution that is submitted with the 2026 Capital Budget Request. Rush requested parks but Case stated that there is other state grants available for parks. Rush and Swanson stated that the first priority should be the Fire Department and City Hall. Case is asking the City Council if the 4 projects should be requested for state funding at this time. Mayor Swanson doesn't think we need to do the water tower at this time. The first

priority would be fire station/city hall. The second priority would be a training facility and the third would be a substation and the fourth would be remodeling the Public Works facility. Mayor Swanson to draft a resolution to be approved at the June 9th, 2025, City Council meeting.

Rush/Walker unanimous to approve 4 projects for the 2026 Capital Budget Request.

Discuss/Approve/Disapprove Health and Wellness Program – Case stated that a health and wellness program with a gym membership, for the first year, would be \$3907.54. The city only gets charged gym membership based on usage. **Rush/Walker unanimous to approve** gym membership for \$3907.54. **Case abstained** from the motion.

Discuss/Approve/Disapprove Personnel Policy – **Rush/Walker unanimous to table** until the June 9th, 2025 City Council meeting.

Discuss One Day Liquor License for Fire Department Relief Association.
Rush/Case unanimous to approve Mayor Swanson working with the City Attorney on a one-day liquor license for the Fire Department Relief Association Fire Dance on August 16th, 2025.

Discuss/Approve/Disapprove Fire Department Leave of Absence for Nick Cole – **Rush/Walker unanimous to approve** leave of absence for Nick Cole until November 13th, 2025. Case stated that Brandon Lage moved to cover the open captain position.

Discuss/Approve/Disapprove Fire Department Leave of Absence for Brandon Larson – **Rush/Walker unanimous to approve** leave of absence for Brandon Larson until November 9th, 2025.

Discuss Monday Night Meetings – City Staff has some conflicts with Monday night City Council meetings. This is for discussion only at this time. Rush is not opposed to changing the meeting nights. Clerk to check with City Staff on changing the City Council meeting night. This will be discussed again at the June 9th, 2025 City Council meeting.

Announcements:

- a. Special Planning Commission Meeting Wednesday May 21st 2025 at 7:00 p.m.
- b. City Hall Closed Monday, May 26th, 2025 in Observance of Memorial Day
- c. Planning Commission Meeting Wednesday, May 28th, 2025 at 7:00 p.m.
- d. Infrastructure Committee Meeting Thursday, May 29th, 2025 at 7:00 p.m.
- e. Audit Fieldwork All Day on Thursday and Friday, May 29th & 30th, 2025
- f. Next City Council Meeting Monday, June 9th, 2025 at 7:00 p.m.
- g. Public Works, Phil Fadden on Vacation Leave May 22nd and May 23rd, 2025
- h. Christ Our Light Church Groundbreaking June 1st, 2025 at 2:00 p.m.

Any Other Business:

Clerk discussed claim form submission and deadline – Deadline to be Thursday mornings before a Monday City Council meeting.

Rush stated that Christ Our Light Church will be doing a walk May 31st, 2025 from the old church location to the new location in the City of Baldwin. Request to have City Council present on June 1st, 2025 with mass at 2:00 p.m. to bless the site/groundbreaking ceremony.

Approve Bill for Payment – Rush/Case unanimous to approve 8 EFT Payments for \$8,279.59 and check numbers 28580 – 28611 for \$94,438.31 for a total of \$102,717.90.

Adjourn – Rush/Walker unanimous to adjourn at 9:14 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 and Zac Good; Baldwin Public Works Supervisor



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

MEMORANDUM

TO: Baldwin Mayor and City Council

FROM: D. Daniel Licht

DATE: 17 June 2025

RE: Baldwin – Zoning Ordinance; Escrow Agreement

TPC FILE: 269.01

BACKGROUND

The Zoning Ordinance requires certain improvements to occur concurrent with construction of a house upon a residential lot, including driveway paving and landscape installation. Depending on the time of year or other circumstances, it may not be possible to complete the improvements at the same time as the house construction.

In these situations, cities will often withhold a Certificate of Occupancy until the improvements required by the Zoning Ordinance are complete. This approach is not considered to be a best practice in that Certificates of Occupancy are a function of the Building Code related to construction and not a Zoning Ordinance administration tool. Instead, it is recommended that the City have for an agreement whereby the property owner agrees to complete the improvements by a date certain and provide a cash escrow to ensure their actions.

The City Attorney has drafted a template agreement for this purpose. The agreement would be executed by the property owner and then subject to City Council approval, with input from the Zoning Administrator as to the required completion date and escrow amount. The agreement is not to be recorded and would be kept only in City files as it is intended to be temporary. Upon completion of the improvements, City staff would inspect to verify the requirements of the Zoning Ordinance are met and the escrow funds, less any administrative costs, would be returned without interest to the property owner.

The City has received a request from the builder of the house at 12927 296th Avenue for provision of an escrow agreement for completion of the driveway and landscaping with a closing planned for 24 July 2025. City staff recommends approval of an escrow agreement with cash security \$5,000.00 and completion date of 1 December 2025.

Exhibits:

- Draft escrow agreement

CONCLUSION

The City Council will consider approval of the draft escrow agreement in form and authorizing execution of an escrow agreement for 12927 296th Avenue in administration of the Zoning Ordinance at their meeting on 23 June 2025.

- c. Joan Heinen, City Clerk/Treasurer
 Bob Ruppe, City Attorney

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

LANDSCAPE AND DRIVEWAY ESCROW AGREEMENT

AGREEMENT dated June 23rd, 2025, by and between the **CITY OF BALDWIN**, a Minnesota municipal corporation ("City"), and Novak Builders & Remodelers Inc. (the "Developer" or "Owner").

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

1. REQUEST FOR APPROVAL. Developer or Owner has asked City to approve a Certificate of Occupancy for the land situated in the County of Sherburne, State of Minnesota, legally described by Exhibit A.

2. TIME OF PERFORMANCE. Developer or Property Owner shall install all improvements required by this Agreement before December 1st, 2025.

3. LANDSCAPING REQUIRED. Developer or Owner shall at their sole expense sod or seed the boulevard, front yard, side yards, and rear yards of the property with grass or seed mix approved by the Zoning Administrator.

For lots preliminary platted after April 3, 2023, Developer or Owner shall at their sole expense plant a minimum of two (2) trees for every acre of property. Trees shall be planted by Developer or Owner that may cause, in the sole discretion of the Zoning Administrator, a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees shall be at least eight feet (8') tall. Trees shall not be planted in the road right-of-way.

Unless the Zoning Administrator specifies a later date in writing, the sod, seed, and trees shall be planted within sixty (60) days after a home has received a Certificate of Occupancy. Before a Certificate of Occupancy is issued, a cash escrow shall be furnished to City in an amount determined by the Zoning Administrator 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.

Developer or Owner is responsible for contacting City when all the landscaping has been installed to set up an inspection. Upon satisfactory completion of the landscaping and completion of the warranty period, the escrow funds, without interest, less any draw made by City, shall be returned to the person who deposited the funds with City.

All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting.

4. DRIVEWAY REQUIRED. Developer or Owner shall provide for installation of a driveway for access to the property as required by City Right-of-Way Ordinance and Zoning Ordinance.

No driveway shall be located closer than seventy five (75) feet to the intersection of the pavement of two public streets. The minimum distance between any two driveways accessing the same side of a public street shall be seventy five (75) feet and a driveway shall be setback a minimum of ten (10) feet from side lot lines.

Developer or Owner shall install a culvert within the right-of-way as required by the City Engineer. Construction or reconstruction of any headwall within a right-of-way shall be prohibited.

The portion of the driveway within the public right-of-way shall be surfaced with asphalt or concrete. For preliminary platted lots approved after April 3, 2023, the driveway shall be surfaced with asphalt, concrete, cobblestone, or paver brick at least within the required front yard equal to the front yard setback.

A driveway permit shall be obtained from City for access to City streets or from Sherburne County for access to County Roads or County State Aid Highways, as applicable, prior to construction of the driveway.

5. ESCROW. In order to ensure compliance with the terms of this Agreement, or to assure completion or restoration of the site, Developer or Owner shall fully execute and deliver to the City this Agreement and all escrow funds required by this Agreement in the amount of \$5000.00 representing the sum of 125% of the estimated cost of installing the landscaping and/or driveway required by this Agreement as determined by the Zoning Administrator.

6. EROSION CONTROL. Before any grading is started on any site, all erosion control measures as shown on the landscaping, grading or erosion control plans approved by the City shall be strictly complied with as well as all requirements of any NPDES Permit and any other permit requirements issued by the City, County, State or Federal government. Developer or Owner shall also install and maintain all erosion control measures deemed necessary by the City Engineer should the landscaping, grading or erosion control plan prove inadequate in any respect. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. 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.

Seed shall be in accordance with the City's current seeding specification, which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that

time is of the essence in controlling erosion. If Developer or Owner does not comply with the NPDES Permit, MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from City, City may take such action as it deems appropriate to control erosion. City will endeavor to notify the Developer or Owner in advance of any proposed action, but failure of City to do so will not affect the rights of Developer, Owner, or City's rights or obligations hereunder.

7. **GRADING.** The property shall be graded in accordance with the City approved grading and erosion control plan for the development or property. If the final grading and erosion is not timely completed, City may enter the lot, perform the work, and draw down escrow funds to pay any costs.

8. **EASEMENT RIGHTS.** Developer or Owner hereby grants to the City its agents, employees, officers, and contractors a right of entry on to the property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of landscaping or driveway improvements by Developer or Owner, or to make any necessary corrective actions deemed necessary by the City under this Agreement.

9. **CLEAN UP.** The Developer or Owner shall clean dirt and debris from public streets that has resulted from construction work by the Develop, Owner, home builders, subcontractors, their agents, or assigns. Developer or Owner agrees to perform work within three (3) business days of being notified by the City of the deficiency. Developer or Owner further agrees that any damage to public property as a result of construction activity on the property shall be repaired immediately if deemed to be an emergency by the City. If dirt and debris removal from public streets is not timely completed, City may perform the work and draw down escrow funds to pay any costs or exercise any other rights granted by Section 5 of this Agreement.

10. **VIOLATION OF AGREEMENT.** In the event of default by Developer or Owner as to any of the work to be performed by it hereunder, City may, at its option, perform the work and Developer or Owner shall promptly reimburse City for any expense incurred by City. This Agreement is a license for City to act, and it shall not be necessary for City to seek a Court order for permission to enter the land. When the City does any such work, City may, in addition to its other remedies, assess the cost in whole or in part.

Except for any actions deemed an emergency by the City in the City's sole discretion, upon ten (10) days mailed notice (via certified mail) to Developer or Owner, and if such default is not cured within ten (10) 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 ten (10) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer or Owner, the City may thence immediately and without notice or consent of the Developer or Owner, exercise its rights pursuant to the terms of this Agreement. Notwithstanding the ten (10) day notice period provided for above, in the event that a default by Developer or Owner 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.

The City may draw on the escrow funds to complete to complete work not performed by Developer or Owner under the terms of this Agreement. If costs are incurred by City for fulling the obligations of the Developer or Owner above and beyond the amount of the escrow, Developer or Owner shall be liable for all additional costs, including engineering, planning, and legal fees and costs, which Developer or Owner shall promptly pay upon being invoiced. Invoices not paid within thirty (30) days of billing by the City shall accrue interest at the rate of six percent (6%) per year. If the Developer or Owner fails to pay such bill(s) within thirty (30) days, then the City may: (1) secure the unpaid costs from the escrow fund; (2) specially assess or certify such costs against the Developer's or Owner's property; or (3) take necessary legal action to recover such costs and the Developer or Owner agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action. Developer or Owner agrees not to contest the authority of the City to assess the Developer's or Owner's property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

The escrow fund shall only be released upon determination by the Zoning Administrator that all landscaping and/or driveway improvements have been completed, the landscaping warranty period has expired, all financial obligations to the City have been satisfied, and the Zoning Administrator determines that the escrow fund is no longer required. Upon satisfactory completion of the requirements of this Agreement in the sole discretion of the Zoning Administrator, the escrow funds, without interest, less any draw(s) made by City, shall be returned to the person who deposited the funds with City.

11. MISCELLANIOUS PROVISIONS:

- A. Third parties shall have no recourse against City under this Agreement.
- B. Breach of the terms of this Agreement by Developer or Owner shall be grounds for denial of building permits, including lots sold to third parties.
- C. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- D. 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. 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 obligations of the Developer or Owner under this Agreement cannot be assigned without the express written consent of the City through resolution.
- F. The Developer or Owner shall pay all reasonable professional fees incurred by the City as a result of City efforts to enforce the terms of this Agreement against Developer or Owner. 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.

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

CITY OF BALDWIN:

Jay Swanson, Mayor

Joan Heinen, City Clerk/ Treasurer

DEVELOPER OR OWNER:

Print Name: _____

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Amendment ☐	Canceled ☐
Sherburne SWCD	#2025-06-01	Board Meeting Date(s):	Board Meeting Date(s):

* If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name	Address	City/State	Zip Code
City of Baldwin	30239 128th St NW	Baldwin, MN	55371

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name:	Township No.	Range No.	Section No.	1/4, 1/4
City of Baldwin	35	26	36	Nw, NE

Contract Information

I (we), the undersigned, do hereby request assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of practice(s) applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance Plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during the effective life, the land occupier is liable to the organization for up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

EFOTG and the Minnesota Stormwater Manual
5. Increases in the practice(s) units or cost must be approved by the organization through amendment of this contract as a condition to increase the financial assistance payments.

6. This contract, when approved by the organization, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 12/1/2025, this contract will be automatically terminated on that date.

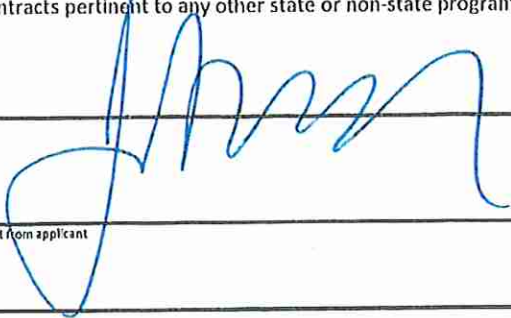
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs; and the date(s) the work was performed. The organization has the authority to make adjustments to the costs submitted for reimbursement. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Have all required legal land rights, including but not limited to: access and authority to both construct and maintain the conservation practice(s) agreed upon in this contract for the effective life of the practice(s).
3. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
4. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.

5. Not accept financial assistance funds, from state sources in excess of 75 percent, or state and non-state sources that when combined are in excess of 100 percent of the total cost to establish the conservation practice(s).
6. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date 6-9-2025	Land Occupier 
Date	Landowner, if different from applicant
Address, if different from applicant information: PID: 01-00407-0001	

Conservation Practice

The primary practice for which assistance is requested is: 812M

Practice standard(s) or eligible component(s) Screening, Straining or Hydrodynamic Separation	Total Project Cost Estimate \$89,638.13
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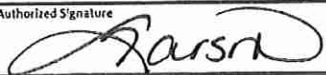
Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date 06/05/25	Technical Assistance Provider <u>Chris Dahn</u> Chris Dahn (Jan 3, 2025 04:59 CDT)
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Amount Authorized for Financial Assistance

The organization has authorized the following for financial assistance, total not to exceed 75 percent of the total cost to establish the conservation practice.

Approval Date 6/12/2025	Authorized Signature 	Total Amount Authorized \$7,500.00
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**Bogart, Pederson
& Associates, Inc.**CIVIL ENGINEERING
LAND SURVEYING
ENVIRONMENTAL SERVICES*Traditional Values • Creative Solutions*

Project Name:	SWCD Drainage Treatment
Project Location:	City of Baldwin
Project Number:	24-0467.00
Prepared /Checked by:	DML / CJD
Date	4/24/2025

Engineer Estimate for SWCD Sandy Lake**Contractor:**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
300 Base Bid - Storm Sewer					
301	Mobilization - Total Project (7%)	Lump Sum	1.00	\$5,500.00	\$5,500.00
302	Connect to Existing Storm Sewer	Each	1.00	\$2,500.00	\$2,500.00
303	60" CBMH 102 w/ HALAA Skimmer Grate (w/ Sump)	Each	1.00	\$12,500.00	\$12,500.00
304	Removal of existing CB, Pipe, FES	Each	1.00	\$8,000.00	\$8,000.00
305	60" CBMH 101 w/ Casting (w/ Sump)	Each	1.00	\$7,000.00	\$7,000.00
306	Filter Grate w/ Fastener	Each	1.00	\$1,000.00	\$1,000.00
307	Preserver - Dissipator	Each	2.00	\$3,000.00	\$6,000.00
308	Preserver - Skimmer	Each	1.00	\$3,000.00	\$3,000.00
309	18" RCP Storm Sewer Pipe, Cl. III	Lin Ft	10.00	\$100.00	\$1,000.00
Subtotal - Storm Sewer					\$46,500.00
400 Base Bid - Street Construction					
401	Chip Seal	Sq Ft	100.00	\$25.00	\$2,500.00
402	Concrete Curb and Gutter (Mountable)	Lin Ft	57.00	\$30.00	\$1,710.00
Subtotal - Street Construction					\$4,210.00
500 Base Bid - Grading, Removals, & Erosion Control					
501	Rip Rap - Class 2	Cu Yd	4.00	\$200.00	\$800.00
502	Common Excavation (P)	Cu Yd	50.00	\$20.00	\$1,000.00
503	ScourStop Mat	Sq Ft	800.00	\$30.00	\$24,000.00
504	Sediment Control Log	Lin Ft	20	\$20.00	\$400.00
505	Silt Fence, Type MS	Lin Ft	192.00	\$2.00	\$384.00
506	Seeding (200%)	Acre	0.20	\$500.00	\$100.00
507	Seed Mixture 25-131 (200%)	Lb	21.84	\$10.00	\$218.40
508	Disk Anchoring (200%)	Acre	0.20	\$300.00	\$60.00
509	Fertilizer 22-5-10 (200%)	Lb	34.76	\$5.00	\$173.80
510	Mulch Material Type 3 (200%)	Ton	0.20	\$500.00	\$100.00
Subtotal - Grading, Removals, & Erosion Control					\$27,236.20
Contractor Notes:					
Subtotal - Storm Sewer					\$46,500.00
Subtotal - Street Construction					\$4,210.00
Subtotal - Grading, Removals, & Erosion Control					\$27,236.20
Base Bid Total					\$77,946.20
15% Contingency					\$11,691.93
Base Bid + Contingency					\$89,638.13



**Bogart, Pederson
& Associates, Inc.**

CIVIL ENGINEERING
LAND SURVEYING
ENVIRONMENTAL SERVICES

Traditional Values • Creative Solutions

Project Name: SWCD Drainage Treatment

Project Location: City of Baldwin

Project Number: 24-0467.00

Prepared iCheck: DML/CJD

Date: 4/16/2025

Bid Schedule for SWCD Sandy Lake

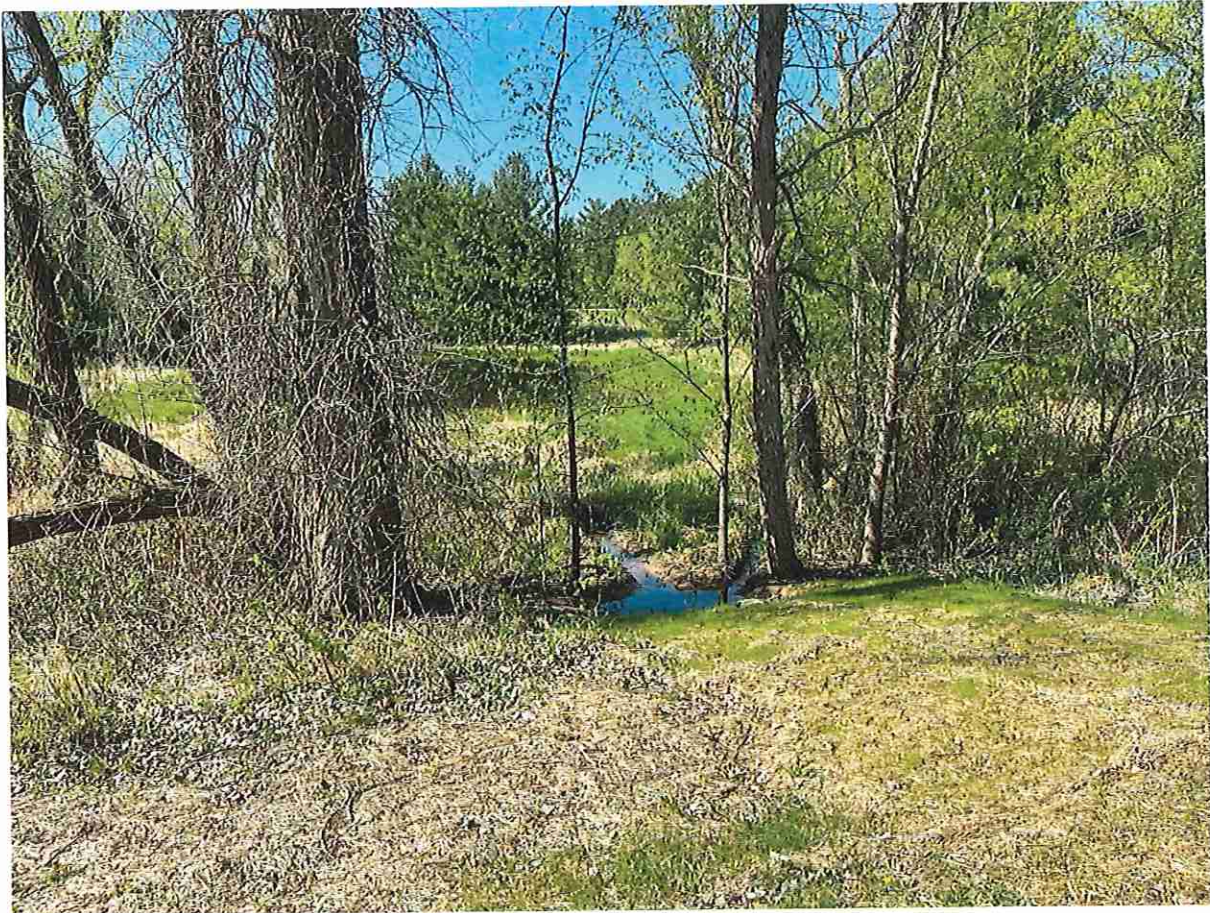
Contractor:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
300 Base Bid - Storm Sewer					
301	Mobilization - Total Project	Lump Sum	1.00		
302	Connect to Existing Storm Sewer	Each	1.00		
303	60" CBMH 102 w/ HAL AA Skimmer Grate (w/ Sump)	Each	1.00		
304	Removal of existing CB, Pipe, FES	Each	1.00		
305	60" CBMH 101 w/ Casting (w/ Sump)	Each	1.00		
306	Filter Grate w/ Fastener	Each	1.00		
307	Preserver - Dissipator	Each	2.00		
308	Preserver - Skimmer	Each	1.00		
309	18" RCP Storm Sewer Pipe, Cl. III	Lin Ft	10.00		
	Subtotal - Storm Sewer				
400 Base Bid - Street Construction					
401	Chip Seal	Sq Ft	100.00		
402	Concrete Curb and Gutter (Mountable)	Lin Ft	57.00		
	Subtotal - Street Construction				
500 Base Bid - Grading, Removals, & Erosion Control					
501	Rip Rap - Class 2	Cu Yd	4.00		
502	Common Excavation (P)	Cu Yd	50.00		
503	Scour Stop Mat	Sq Ft	800.00		
504	Sediment Control Log	Lin Ft	20		
505	Silt Fence, Type MS	Lin Ft	192.00		
506	Seeding (200%)	Acre	0.20		
507	Seed Mixture 25-131(200%)	Lb	21.84		
508	Disk Anchoring (200%)	Acre	0.20		
509	Fertilizer 22-5-10 (200%)	Lb	34.76		
510	Mulch Material Type 3 (200%)	Ton	0.20		
	Subtotal - Grading, Removals & Eros. Con.				
Contractor Notes:					
	Subtotal - Storm Sewer				
	Subtotal - Street Construction				
	Subtotal - Grading, Removals & Eros. Con.				
	Base Bid Total				

		QUANTITY TAKE-OFF	
BOGART, PEDERSON & ASSOCIATES, INC.		City of Baldwin, Sherburne County, MN 284th Ave NW SANDY LAKE	
18000 1st Ave NW, Suite 100, Grand Rapids, MN 55743 Phone: (218) 838-1234 Fax: (218) 838-1235 Email: info@bogartpederson.com		SHEET NO. C3	
DATE: 4/16/2025 DRAWN BY: J. Bogart CHECKED BY: J. Pederson DATE: 4/16/2025 FINAL PUNCH: 4/16/2025 REVISIONS: 1. 4/16/2025 2. 4/16/2025 3. 4/16/2025		REV. NO. DATE DESCRIPTION	

**278th Avenue & 123rd Street Culverts
Baldwin, Minnesota
Sherburne County**

**Wetland Delineation Report
May 8, 2025**



**Hakanson
Anderson**

**3601 Thurston Ave.
Anoka, MN 55303
Ph: (763) 427 - 5860
Fax: (763) 427 - 0520
www.haa-inc.com**

Project Number: BD401

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I. INTRODUCTION AND PURPOSE

Hakanson Anderson, Inc completed an assessment for the presence and extent of wetlands in Baldwin, MN. The project is within Section 33, Township 35N, Range 26W (**Figure 1**). The review area corresponds to a portion of the right of way of 278th Avenue, approximately 0.09 acre, and a portion of the right of way and slightly beyond on 123rd Street, approximately 0.06 acre. (**Figure 1**). The purpose is to identify the water resources in the review area for a future swale excavation project. The Local Government Unit (LGU) that administers the Minnesota Wetland Conservation Act (WCA) is the City of Baldwin. The Minnesota Department of Natural Resources (DNR) administers the Public Waters Work Program. The US Army Corps of Engineers (USACE) also has regulatory jurisdiction over certain wetlands and tributaries that are considered Waters of the United States.

II. METHODS

A. Wetland Delineation

This report follows the 2010 Board of Water and Soil Resources (BWSR) guidance: *Wetland Delineations: Choosing the Appropriate Method* and 2015 BWSR *Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and Wetland Conservation Act Local Governmental Units in Minnesota, Version 2.0*.

Prior to delineating wetland boundaries in the field, a desktop analysis was conducted, which included evaluating the Minnesota Department of Natural Resources (DNR) Public Waters Inventory (PWI) (**Figure 2**) and DNR National Wetlands Inventory (NWI) Update (**Figure 3**), Natural Resources Conservation Service Web Soil Survey (**Figure 4 and Attachment A**), LiDAR data from Minnesota Geospatial Information Office (**Figure 5**), and antecedent precipitation data from the Minnesota State Climatology Office (**Attachment B**).

Wetland delineations followed the methodology published in the 1987 U.S. Army Corps of Engineers (COE) Wetlands Delineation Manual as amended by the January 2012 Regional Supplement to the COE Wetland Delineation Manual Midwest Region (Version 2.0). The wetland boundary was determined by assessing the presence or absence of hydric soils, hydrophytic vegetation, and hydrologic indicators.

Sampling points were selected to define the upper-most wetland boundary. All collected field data was recorded on Wetland Determination Data Forms, and USACE-provided automated data sheets were used, please note these sheets do not distinguish between loam and clay textures (**Attachment C**). The delineated wetland boundary was located with a sub-meter accurate GPS unit.

Soil profiles were evaluated by digging to depths of 24 inches, unless otherwise noted, and then were characterized by their color (Hue, Value, and Chroma) using the Munsell® Soil Color Book. Vegetation was documented by observing the trees and vines stratum within a 30-foot radius, the saplings and shrub stratum within a 15-foot radius, and the herb stratum within a 5-foot radius unless this area infringed on other plant communities. The plants' wetland indicator status was determined by using the COE's State of Minnesota 2020 Wetland Plant List. The presence or

absence of primary or secondary hydrologic indicators, such as surface water, saturation, or geomorphic position, were evaluated to determine the existence of hydrology.

III. RESULTS

A. Desktop Analysis

The NWI map shows two mapped wetland complexes within the review area (Figure 3). There is one PWI waterbody within the review area (Figure 2).

There are three soil units mapped within the review area (Figure 4 and Attachment A). The soils and hydric soil ratings are shown in **Table 1**.

Table 1. Hydric Soil Rating

Soil Symbol	Soil Unit Name	% Hydric	Acres in AOI	Hydric Rating Category
158B	Zimmerman fine sand, 1 to 6 percent slopes	2	0.1	Predominantly non-hydric
1109	Isanti loamy fine sand, 0 to 2 percent slopes	93	0.1	Predominantly hydric

Using data from the Minnesota State Climatology Office, the multi-month score of the previous three months was “dry” (Attachment B). Of the preceding three months, April was dry, and March and February were normal. Note that this does not account for any precipitation in May.

B. Site Visit

A site visit was conducted in early May of 2025. Two wetlands were delineated within the review area and extended offsite.

Wetland A is a 0.03-acre Type 1/3 Floodplain Forest/Fresh Wet Meadow/Shallow Marsh complex that extends offsite. The area within the review area is dominated by Cottonwood, Black Currant, Red-osier Dogwood, Jewelweed, and Giant Goldenrod. Boundaries were determined using topographic changes and vegetation.

The wetland sample point met two primary hydrology indicators, High Water Table (A2) and Saturation (A3), and two secondary hydrology indicators, Geomorphic Position (D2) and FAC-Neutral Test (D5). It met hydric soil indicator Sandy Redox (S5), and hydrophytic vegetation was present. The upland sample point met one secondary hydrology indicator, FAC-Neutral Test (D5), and hydrophytic vegetation was present. Hydric soil was not present.



Wetland B is a 0.03-acre Type 1/5 Fresh Wet Meadow/Shallow Open Water complex that extends offsite. It is dominated by Black Willow, Bebb's Willow, and Reed Canary Grass. Boundaries were determined using topographic changes and vegetation.



The wetland sample point met two primary hydrology indicators, High Water Table (A2) and Saturation (A3), and two secondary hydrology indicators, Geomorphic Position (D2) and FAC-Neutral Test (D5). It met hydric soil indicator Redox Dark Surface (F6), and hydrophytic vegetation was present. The upland sample point met one secondary hydrology indicator, FAC-Neutral Test (D5), and it met hydric soil indicators Sandy Redox (S5) and Dark Surface (S7). Hydrophytic vegetation was not present.

IV. CONCLUSION

Table 2. Water Resource Summary

Wetland	Size (acres)	Circular 39 Type	Cowardin Classification	Eggers and Reed Plant Community Type	HGM Classification
A	0.03	1/3	PFO1A / PEM1A / PEM1F	Floodplain Forest / Fresh Wet Meadow / Shallow Marsh	Depression
B	0.03	1/5	PEM1A	Fresh Wet Meadow / Shallow Open Water	Depression

Hakanson Anderson request that the LGU review and process this report and enclosed Joint Application Form (**Appendix A**) for the project. Please consider this report a formal Wetland Boundary/Type application pursuant to MN Rules 8420.0405.

VI. CERTIFICATION

I certify that to the best of my knowledge and belief the wetland delineation completed for this site is consistent with current wetland delineation practices and guidelines. I have the specific qualifications, education, training, and experience to complete wetland delineations and determinations in accordance with federal and state requirements.

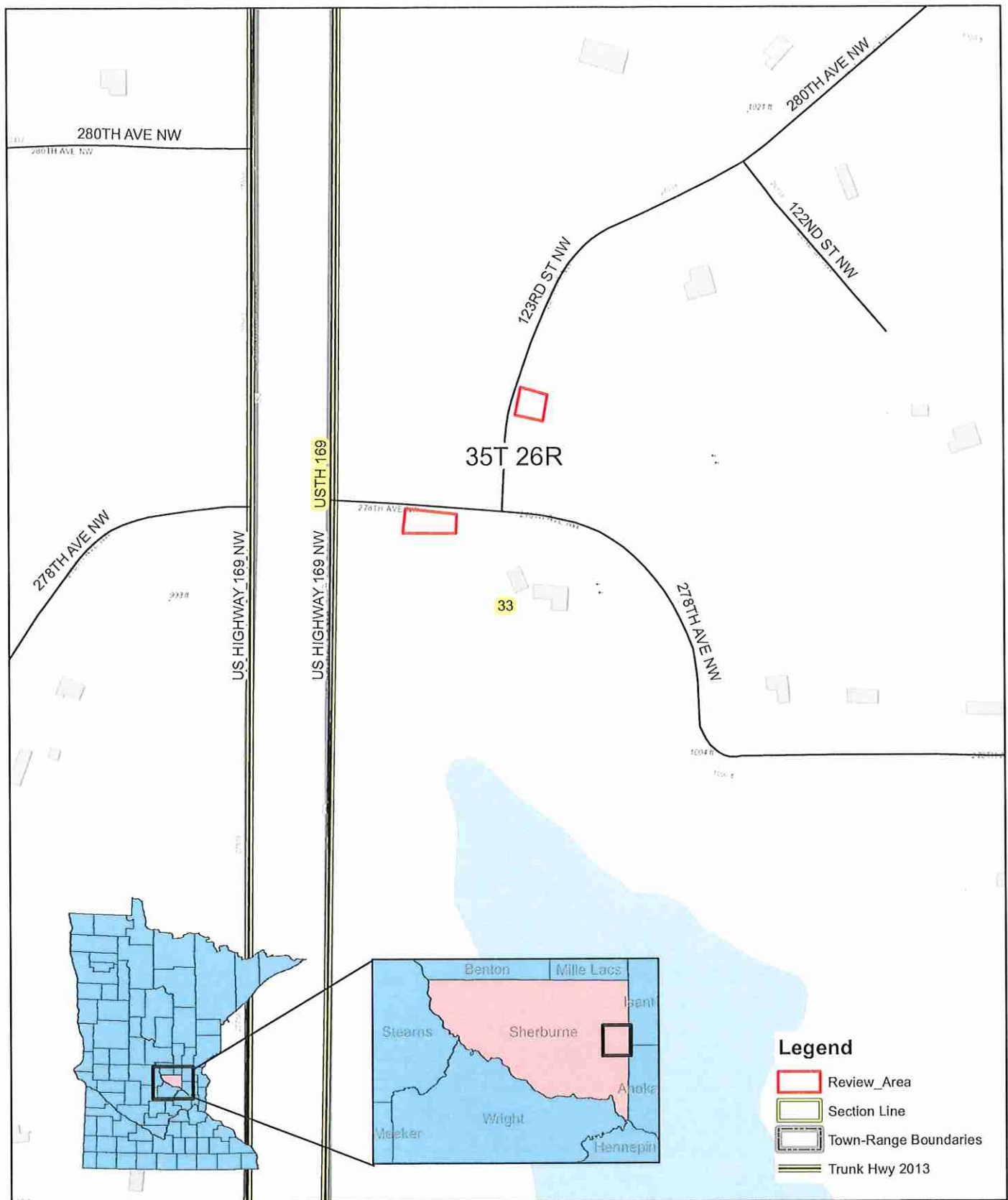
Respectfully submitted,

Hakanson Anderson

Erica Halek

Erica Halek
Graduate Environmental Scientist
Minnesota Wetland Professional In-Training #5591

Figures



Hakanson
Anderson

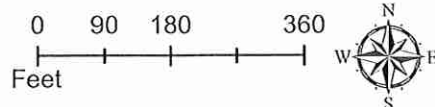


Figure 1
Site Location



**Hakanson
Anderson**

0 60 120 240
Feet



Figure 2
PWI

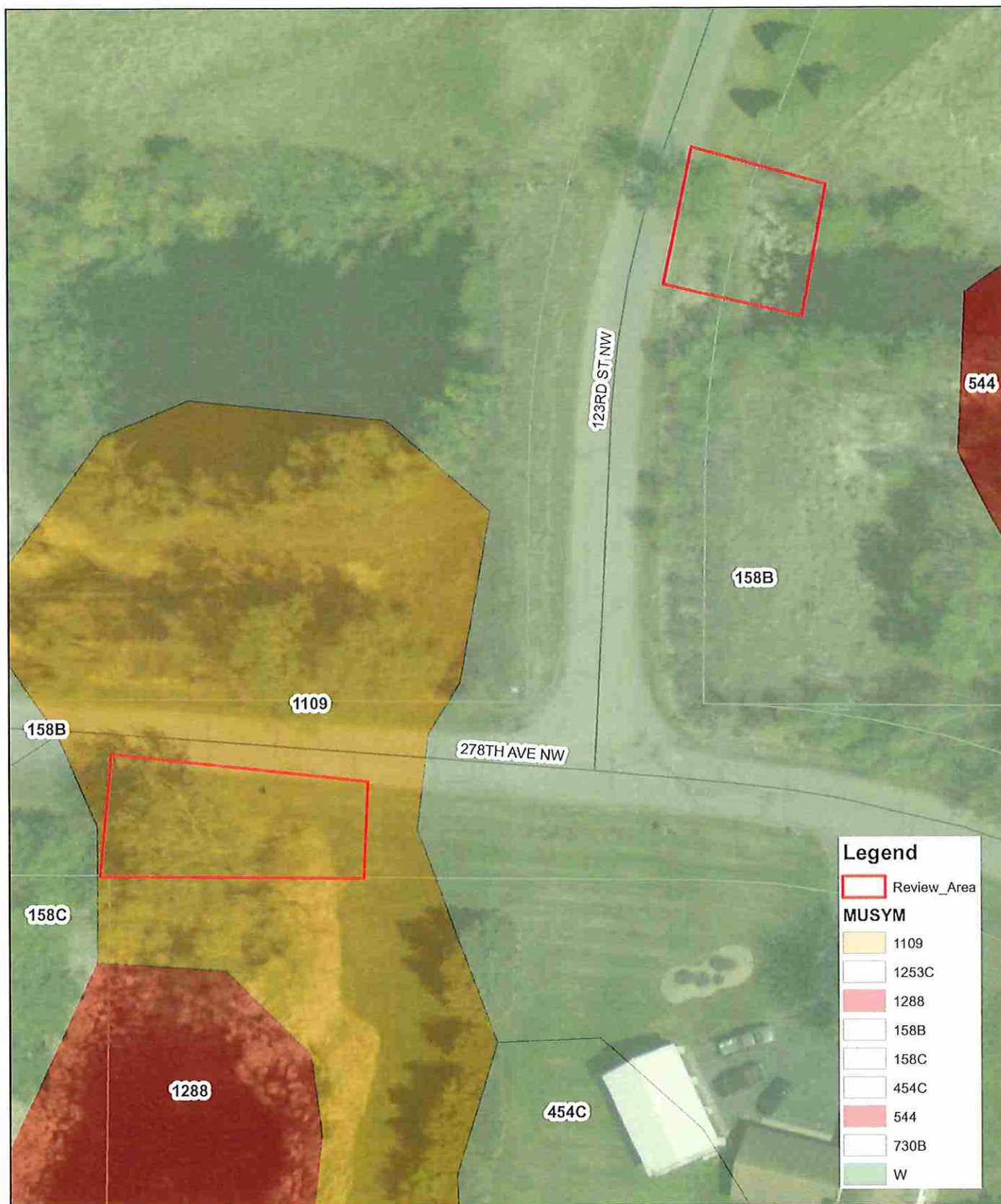


Hakanson
Anderson

0 15 30 60
Feet



Figure 3
NW1



Hakanson
Anderson

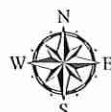
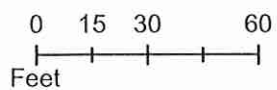
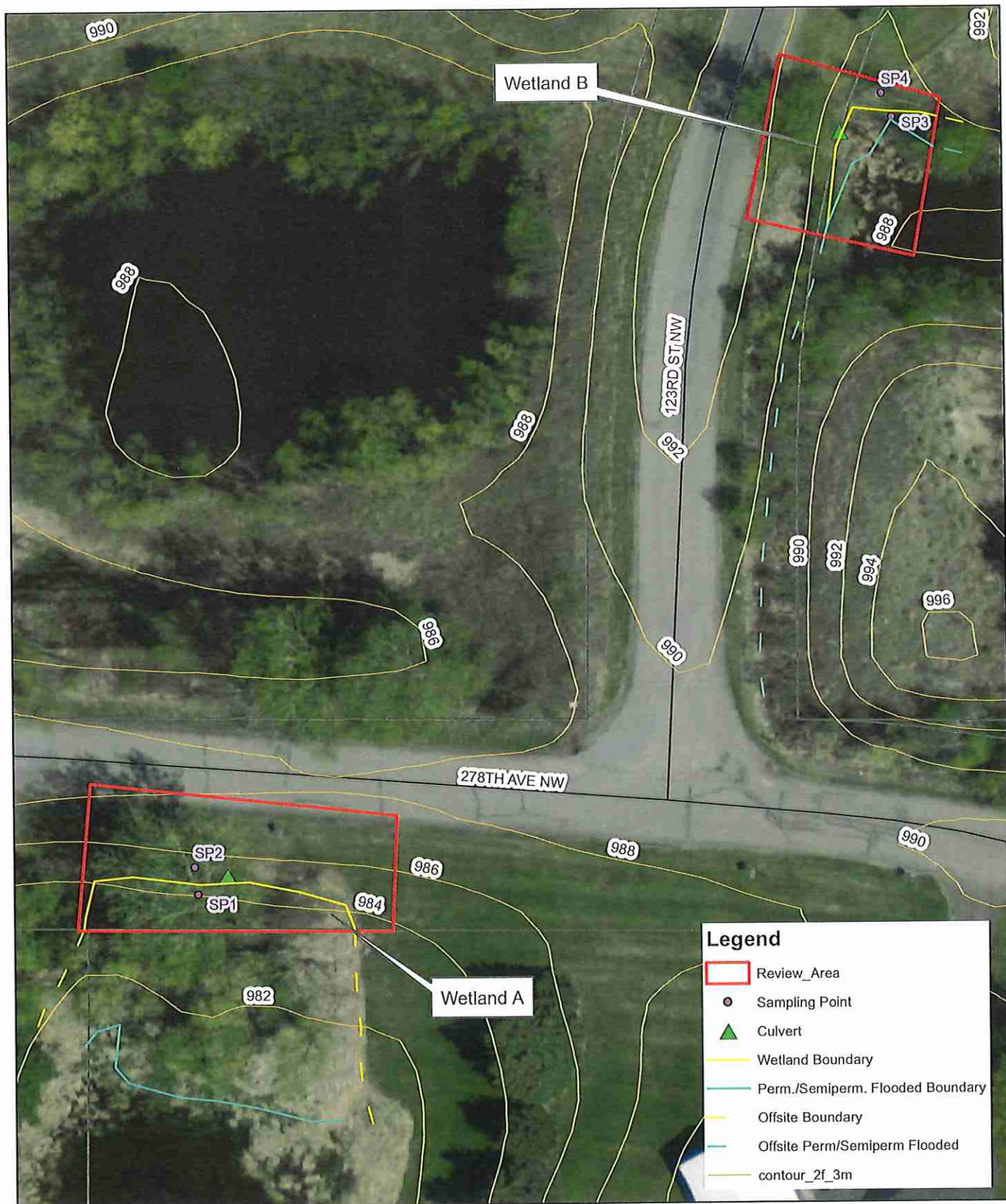


Figure 4
NRCS Soils



Hakanson
Anderson

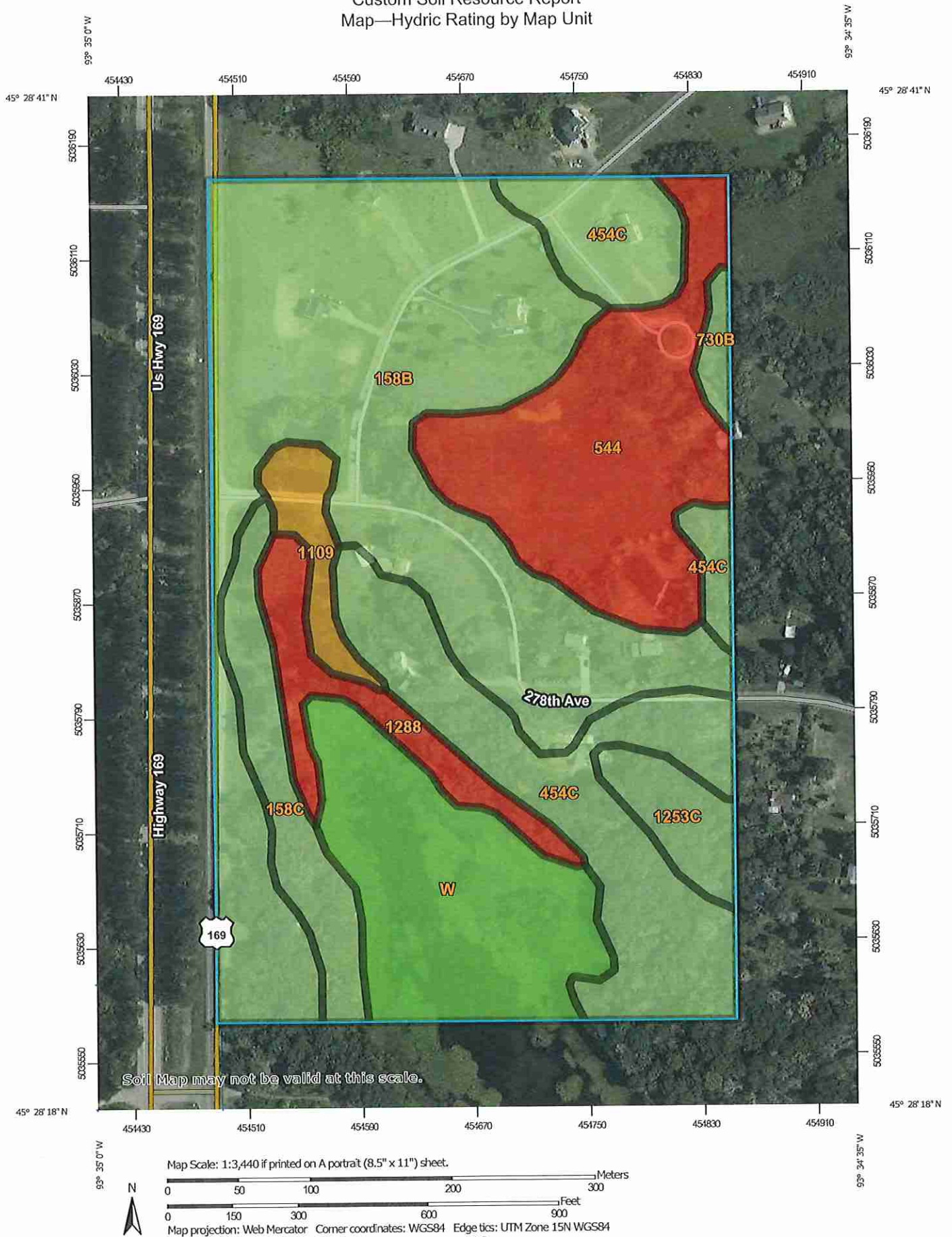
0 15 30 60
Feet



Figure 5
Wetland Delineation

Attachment A:
Web Soil Survey

Custom Soil Resource Report Map—Hydric Rating by Map Unit



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Sherburne County, Minnesota
Survey Area Data: Version 22, Sep 7, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 29, 2023—Sep 13, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Transportation

+++

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

Soils

Soil Rating Polygons

Hydric (100%)

Hydric (66 to 99%)

Hydric (33 to 65%)

Hydric (1 to 32%)

Not Hydric (0%)

Not rated or not available

Soil Rating Lines

Hydric (100%)

Hydric (66 to 99%)

Hydric (33 to 65%)

Hydric (1 to 32%)

Not Hydric (0%)

Not rated or not available

Soil Rating Points

Hydric (100%)

Hydric (66 to 99%)

Hydric (33 to 65%)

Hydric (1 to 32%)

Not Hydric (0%)

Not rated or not available

Water Features

Streams and Canals

Custom Soil Resource Report

Table—Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
158B	Zimmerman fine sand, 1 to 6 percent slopes	2	19.7	36.8%
158C	Zimmerman fine sand, 6 to 12 percent slopes	4	2.9	5.4%
454C	Mahtomedi loamy coarse sand, 6 to 15 percent slopes	1	9.9	18.6%
544	Cathro muck, 0 to 1 percent slopes	100	8.3	15.5%
730B	Sanburn fine sandy loam, 2 to 6 percent slopes	1	0.5	0.9%
1109	Isanti loamy fine sand, 0 to 2 percent slopes	93	1.3	2.4%
1253C	Stonelake-Sanburn complex, 6 to 15 percent slopes	3	1.5	2.7%
1288	Seelyeville-Markey complex, ponded, 0 to 1 percent slopes	100	2.3	4.3%
W	Water	0	7.1	13.3%
Totals for Area of Interest			53.4	100.0%

Rating Options—Hydric Rating by Map Unit

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Attachment B:
Antecedent Precipitation

Precipitation data for target wetland location:

County: **Sherburne** Township number: **35N**
 Township name: **Baldwin** Range number: **26W**
 Nearest community: **Lake Fremont** Section number: **33**

Aerial photograph or site visit date:	Tuesday, May 6, 2025
---------------------------------------	-----------------------------

Score using 1991-2020 normal period

values are in inches	first prior month:	second prior month:	third prior month:
	Apr-25	Mar-25	Feb-25
estimated precipitation total for this location:	1.7	1.74	0.79
there is a 30% chance this location will have less than:	1.81	1.2	0.52
there is a 30% chance this location will have more than:	3.32	1.96	1.23
type of month: dry normal wet	dry	normal	normal
monthly score	3 * 1 = 3	2 * 2 = 4	1 * 2 = 2
multi-month score:	9		
6 to 9 (dry) 10 to 14 (normal) 15 to 18 (wet)			

Attachment C:
Wetland Determination Data

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
--	---

Project/Site: BD401 - 278th Ave Swale Excavation City/County: Baldwin / Sherburne Co. Sampling Date: 5/6/2025
 Applicant/Owner: City of Baldwin State: MN Sampling Point: SP1
 Investigator(s): Erica Halek Section, Township, Range: 33-35-26
 Landform (hillside, terrace, etc.): Toeslope Local relief (concave, convex, none): Concave Slope %: 0-2
 Subregion (LRR or MLRA): LRR K Lat: 45.48 Long: -93.58 Datum: WGS 1984
 Soil Map Unit Name: Isanti loamy fine sand, 0 to 2 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No X (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.) Antecedent precipitation dryer than normal. Culvert on north side of wetland.	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> ☐ Surface Water (A1) ☒ High Water Table (A2) ☒ Saturation (A3) ☐ Water Marks (B1) ☐ Sediment Deposits (B2) ☐ Drift Deposits (B3) ☐ Algal Mat or Crust (B4) ☐ Iron Deposits (B5) ☐ Inundation Visible on Aerial Imagery (B7) ☐ Sparsely Vegetated Concave Surface (B8) ☐ Water-Stained Leaves (B9) ☐ Aquatic Fauna (B13) ☐ Marl Deposits (B15) ☐ Hydrogen Sulfide Odor (C1) ☐ Oxidized Rhizospheres on Living Roots (C3) ☐ Presence of Reduced Iron (C4) ☐ Recent Iron Reduction in Tilled Soils (C6) ☐ Thin Muck Surface (C7) ☐ Other (Explain in Remarks)		<u>Secondary Indicators (minimum of two required)</u> ☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery (C9) ☐ Stunted or Stressed Plants (D1) ☒ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ Microtopographic Relief (D4) ☒ FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>5</u> Saturation Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>0</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: Remarks:		

VEGETATION – Use scientific names of plants.

Sampling Point: SP1

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																									
1. <u>Populus balsamifera</u>	<u>50</u>	<u>Yes</u>	<u>FACW</u>																										
2. <u>Ulmus americana</u>	<u>10</u>	<u>No</u>	<u>FACW</u>																										
3. _____	_____	_____	_____																										
4. _____	_____	_____	_____																										
5. _____	_____	_____	_____																										
6. _____	_____	_____	_____																										
7. _____	_____	_____	_____																										
	<u>60</u>	<u>=Total Cover</u>																											
Sapling/Shrub Stratum (Plot size: <u>15</u>)																													
1. <u>Cornus sericea</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>																										
2. <u>Ribes americanum</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>																										
3. <u>Ulmus americana</u>	<u>10</u>	<u>No</u>	<u>FACW</u>																										
4. _____	_____	_____	_____																										
5. _____	_____	_____	_____																										
6. _____	_____	_____	_____																										
7. _____	_____	_____	_____																										
	<u>60</u>	<u>=Total Cover</u>																											
Herb Stratum (Plot size: <u>5</u>)																													
1. <u>Impatiens capensis</u>	<u>10</u>	<u>Yes</u>	<u>FACW</u>	Prevalence Index worksheet: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Total % Cover of:</th> <th style="width: 20%;">Multiply by:</th> <th style="width: 40%;"></th> </tr> </thead> <tbody> <tr> <td>OBL species <u>0</u></td> <td>x 1 =</td> <td><u>0</u></td> </tr> <tr> <td>FACW species <u>142</u></td> <td>x 2 =</td> <td><u>284</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 =</td> <td><u>0</u></td> </tr> <tr> <td>FACU species <u>3</u></td> <td>x 4 =</td> <td><u>12</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 =</td> <td><u>0</u></td> </tr> <tr> <td>Column Totals: <u>145</u></td> <td>(A)</td> <td><u>296</u> (B)</td> </tr> <tr> <td colspan="3">Prevalence Index = B/A = <u>2.04</u></td> </tr> </tbody> </table> Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation ☒ <u>2</u> - Dominance Test is >50% ☒ <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.		Total % Cover of:	Multiply by:		OBL species <u>0</u>	x 1 =	<u>0</u>	FACW species <u>142</u>	x 2 =	<u>284</u>	FAC species <u>0</u>	x 3 =	<u>0</u>	FACU species <u>3</u>	x 4 =	<u>12</u>	UPL species <u>0</u>	x 5 =	<u>0</u>	Column Totals: <u>145</u>	(A)	<u>296</u> (B)	Prevalence Index = B/A = <u>2.04</u>		
Total % Cover of:	Multiply by:																												
OBL species <u>0</u>	x 1 =	<u>0</u>																											
FACW species <u>142</u>	x 2 =	<u>284</u>																											
FAC species <u>0</u>	x 3 =	<u>0</u>																											
FACU species <u>3</u>	x 4 =	<u>12</u>																											
UPL species <u>0</u>	x 5 =	<u>0</u>																											
Column Totals: <u>145</u>	(A)	<u>296</u> (B)																											
Prevalence Index = B/A = <u>2.04</u>																													
2. <u>Solidago gigantea</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																										
3. <u>Phalaris arundinacea</u>	<u>5</u>	<u>Yes</u>	<u>FACW</u>																										
4. <u>Polygonatum biflorum</u>	<u>3</u>	<u>No</u>	<u>FACU</u>																										
5. <u>Onoclea sensibilis</u>	<u>2</u>	<u>No</u>	<u>FACW</u>																										
6. _____	_____	_____	_____																										
7. _____	_____	_____	_____																										
8. _____	_____	_____	_____																										
9. _____	_____	_____	_____																										
10. _____	_____	_____	_____																										
11. _____	_____	_____	_____																										
12. _____	_____	_____	_____																										
	<u>25</u>	<u>=Total Cover</u>																											
Woody Vine Stratum (Plot size: _____)																													
1. _____	_____	_____	_____	Hydrophytic Vegetation Present? Yes <u>X</u> No _____																									
2. _____	_____	_____	_____																										
3. _____	_____	_____	_____																										
4. _____	_____	_____	_____																										
	_____	<u>=Total Cover</u>																											

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point	SP1
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[illegible]

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: BD401 - 278th Ave Swale Excavation City/County: Baldwin / Sherburne Co. Sampling Date: 5/6/2025
 Applicant/Owner: City of Baldwin State: MN Sampling Point: SP2
 Investigator(s): Erica Halek Section, Township, Range: 33-35-26
 Landform (hillside, terrace, etc.): Backslope/Footslope Local relief (concave, convex, none): Convex Slope %: 4-6
 Subregion (LRR or MLRA): LRR K Lat: 45.48 Long: -93.58 Datum: WGS 1984
 Soil Map Unit Name: Isanti loamy fine sand, 0 to 2 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No x (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes x No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>x</u> No <u> </u> Hydric Soil Present? Yes <u> </u> No <u>x</u> Wetland Hydrology Present? Yes <u> </u> No <u>x</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>x</u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.) <u>Antecedent precipitation dryer than normal.</u>	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u>		<u>Secondary Indicators (minimum of two required)</u>	
☐ Surface Water (A1) ☐ High Water Table (A2) ☐ Saturation (A3) ☐ Water Marks (B1) ☐ Sediment Deposits (B2) ☐ Drift Deposits (B3) ☐ Algal Mat or Crust (B4) ☐ Iron Deposits (B5) ☐ Inundation Visible on Aerial Imagery (B7) ☐ Sparsely Vegetated Concave Surface (B8)	☐ Water-Stained Leaves (B9) ☐ Aquatic Fauna (B13) ☐ Marl Deposits (B15) ☐ Hydrogen Sulfide Odor (C1) ☐ Oxidized Rhizospheres on Living Roots (C3) ☐ Presence of Reduced Iron (C4) ☐ Recent Iron Reduction in Tilled Soils (C6) ☐ Thin Muck Surface (C7) ☐ Other (Explain in Remarks)	☐ Surface Soil Cracks (B6) ☐ Drainage Patterns (B10) ☐ Moss Trim Lines (B16) ☐ Dry-Season Water Table (C2) ☐ Crayfish Burrows (C8) ☐ Saturation Visible on Aerial Imagery (C9) ☐ Stunted or Stressed Plants (D1) ☐ Geomorphic Position (D2) ☐ Shallow Aquitard (D3) ☐ Microtopographic Relief (D4) ☒ FAC-Neutral Test (D5)	
Field Observations: Surface Water Present? Yes <u> </u> No <u>x</u> Depth (inches): <u> </u> Water Table Present? Yes <u> </u> No <u>x</u> Depth (inches): <u> </u> Saturation Present? Yes <u>x</u> No <u> </u> Depth (inches): <u>14</u> (includes capillary fringe)		Wetland Hydrology Present? Yes <u> </u> No <u>x</u>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			

VEGETATION – Use scientific names of plants.

 Sampling Point: SP2

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____	_____	_____	_____	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
_____ =Total Cover				Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="width: 50%;">Total % Cover of:</th> <th style="width: 50%;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>24</u></td> <td>x 2 = <u>48</u></td> </tr> <tr> <td>FAC species <u>3</u></td> <td>x 3 = <u>9</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>27</u></td> <td>(A) <u>57</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>2.11</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>24</u>	x 2 = <u>48</u>	FAC species <u>3</u>	x 3 = <u>9</u>	FACU species <u>0</u>	x 4 = <u>0</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>27</u>	(A) <u>57</u> (B)	Prevalence Index = B/A = <u>2.11</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>24</u>	x 2 = <u>48</u>																			
FAC species <u>3</u>	x 3 = <u>9</u>																			
FACU species <u>0</u>	x 4 = <u>0</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>27</u>	(A) <u>57</u> (B)																			
Prevalence Index = B/A = <u>2.11</u>																				
Sapling/Shrub Stratum (Plot size: <u>15</u>)																				
1. <u>Ribes americanum</u>	<u>15</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Acer negundo</u>	<u>3</u>	<u>No</u>	<u>FAC</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
_____ =Total Cover																				
Herb Stratum (Plot size: <u>5</u>)																				
1. <u>Phalaris arundinacea</u>	<u>7</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Solidago gigantea</u>	<u>2</u>	<u>Yes</u>	<u>FACW</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
_____ =Total Cover																				
Woody Vine Stratum (Plot size: <u>30</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover																				
Remarks: (Include photo numbers here or on a separate sheet.) 				Hydrophytic Vegetation Present? Yes <u>X</u> No _____																

SOIL

Sampling Point SP2

[illegible]

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: BD401 - 278th Ave City/County: Baldwin / Sherburne Co. Sampling Date: 5/6/2025
 Applicant/Owner: City of Baldwin State: MN Sampling Point: SP3
 Investigator(s): Erica Halek Section, Township, Range: 33-35-26
 Landform (hillside, terrace, etc.): Toeslope Local relief (concave, convex, none): Concave Slope %: 0-2
 Subregion (LRR or MLRA): LRR K Lat: 45.48 Long: -93.58 Datum: WGS 1984
 Soil Map Unit Name: Zimmerman fine sand, 1 to 6 percent slopes NWI classification: PEM1A
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.) Culvert on west side of wetland was replaced in 2024. Antecedent precipitation dryer than normal.	

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply) <u> </u> Surface Water (A1) <u>X</u> High Water Table (A2) <u>X</u> Saturation (A3) <u> </u> Water Marks (B1) <u> </u> Sediment Deposits (B2) <u> </u> Drift Deposits (B3) <u> </u> Algal Mat or Crust (B4) <u> </u> Iron Deposits (B5) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Sparsely Vegetated Concave Surface (B8) <u> </u> Water-Stained Leaves (B9) <u> </u> Aquatic Fauna (B13) <u> </u> Marl Deposits (B15) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Presence of Reduced Iron (C4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Thin Muck Surface (C7) <u> </u> Other (Explain in Remarks)	Secondary Indicators (minimum of two required) <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u>X</u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u> </u> Microtopographic Relief (D4) <u>X</u> FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>12</u> Saturation Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>4</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u>X</u> No <u> </u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: 	
Remarks: 	

Sampling Point: SP3

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <i>Salix nigra</i>	8	Yes	OBL	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A) Total Number of Dominant Species Across All Strata: 4 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)																
2. <i>Salix bebbiana</i>	5	Yes	FACW																	
3. <i>Betula papyrifera</i>	2	No	FACU																	
4. <i>Populus tremuloides</i>	2	No	FAC																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		17	=Total Cover	Prevalence Index worksheet: <table style="width: 100%;"> <thead> <tr> <th>Total % Cover of:</th> <th>Multiply by:</th> </tr> </thead> <tbody> <tr> <td>OBL species 13</td> <td>x 1 = 13</td> </tr> <tr> <td>FACW species 103</td> <td>x 2 = 206</td> </tr> <tr> <td>FAC species 2</td> <td>x 3 = 6</td> </tr> <tr> <td>FACU species 2</td> <td>x 4 = 8</td> </tr> <tr> <td>UPL species 0</td> <td>x 5 = 0</td> </tr> <tr> <td>Column Totals: 120 (A)</td> <td>233 (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = 1.94</td> </tr> </tbody> </table>	Total % Cover of:	Multiply by:	OBL species 13	x 1 = 13	FACW species 103	x 2 = 206	FAC species 2	x 3 = 6	FACU species 2	x 4 = 8	UPL species 0	x 5 = 0	Column Totals: 120 (A)	233 (B)	Prevalence Index = B/A = 1.94	
Total % Cover of:	Multiply by:																			
OBL species 13	x 1 = 13																			
FACW species 103	x 2 = 206																			
FAC species 2	x 3 = 6																			
FACU species 2	x 4 = 8																			
UPL species 0	x 5 = 0																			
Column Totals: 120 (A)	233 (B)																			
Prevalence Index = B/A = 1.94																				
Sapling/Shrub Stratum (Plot size: 15)																				
1. <i>Salix bebbiana</i>	25	Yes	FACW																	
2. <i>Cornus sericea</i>	5	No	FACW																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		30	=Total Cover	Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation ☒ 2 - Dominance Test is >50% ☒ 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
Herb Stratum (Plot size: 5)																				
1. <i>Phalaris arundinacea</i>	65	Yes	FACW																	
2. <i>Typha spp.</i>	5	No	OBL																	
3. <i>Solidago gigantea</i>	3	No	FACW																	
4. <i>Geum aleppicum</i> - present	_____	_____	_____																	
5. <i>Impatiens capensis</i> - present	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
		73	=Total Cover																	
Woody Vine Stratum (Plot size: 30)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
		_____	=Total Cover																	
Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height.																				
Hydrophytic Vegetation Present? Yes ☒ No ☐																				
Remarks: (Include photo numbers here or on a separate sheet.)																				

Sampling Point SP3

Northcentral and Northeast – Version 2.0

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: BD401 - 278th Ave City/County: Baldwin / Sherburne Co. Sampling Date: 5/6/2025
 Applicant/Owner: City of Baldwin State: MN Sampling Point: SP4
 Investigator(s): Erica Halek Section, Township, Range: 33-35-26
 Landform (hillside, terrace, etc.): Footslope Local relief (concave, convex, none): Convex Slope %: 4-6
 Subregion (LRR or MLRA): LRR K Lat: 45.48 Long: -93.58 Datum: WGS 1984
 Soil Map Unit Name: Zimmerman fine sand, 1 to 6 percent slopes NWI classification: PEM1A
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u> If yes, optional Wetland Site ID: <u> </u>
Remarks: (Explain alternative procedures here or in a separate report.) Antecedent precipitation dryer than normal.	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> <u> </u> Surface Water (A1) <u> </u> High Water Table (A2) <u> </u> Saturation (A3) <u> </u> Water Marks (B1) <u> </u> Sediment Deposits (B2) <u> </u> Drift Deposits (B3) <u> </u> Algal Mat or Crust (B4) <u> </u> Iron Deposits (B5) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Sparsely Vegetated Concave Surface (B8) <u> </u> Water-Stained Leaves (B9) <u> </u> Aquatic Fauna (B13) <u> </u> Marl Deposits (B15) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Presence of Reduced Iron (C4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Thin Muck Surface (C7) <u> </u> Other (Explain in Remarks)		<u>Secondary Indicators (minimum of two required)</u> <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u> </u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u> </u> Microtopographic Relief (D4) <u>X</u> FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Water Table Present? Yes <u> </u> No <u>X</u> Depth (inches): <u> </u> Saturation Present? Yes <u>X</u> No <u> </u> Depth (inches): <u>7</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: Remarks:		

VEGETATION – Use scientific names of plants.

 Sampling Point: SP4

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Betula papyrifera</u>	<u>5</u>	<u>Yes</u>	<u>FACU</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50.0%</u> (A/B)																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
<u>5</u> =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15</u>)				Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>65</u></td> <td>x 2 = <u>130</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>25</u></td> <td>x 4 = <u>100</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>230</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>2.56</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>65</u>	x 2 = <u>130</u>	FAC species <u>0</u>	x 3 = <u>0</u>	FACU species <u>25</u>	x 4 = <u>100</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>90</u> (A)	<u>230</u> (B)	Prevalence Index = B/A = <u>2.56</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>65</u>	x 2 = <u>130</u>																			
FAC species <u>0</u>	x 3 = <u>0</u>																			
FACU species <u>25</u>	x 4 = <u>100</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>90</u> (A)	<u>230</u> (B)																			
Prevalence Index = B/A = <u>2.56</u>																				
1. <u>Salix bebbiana</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Cornus sericea</u>	<u>3</u>	<u>No</u>	<u>FACW</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
<u>23</u> =Total Cover																				
Herb Stratum (Plot size: <u>5</u>)				Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Phalaris arundinacea</u>	<u>40</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Poa pratensis</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>																	
3. <u>Solidago gigantea</u>	<u>2</u>	<u>No</u>	<u>FACW</u>																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
<u>62</u> =Total Cover																				
Woody Vine Stratum (Plot size: <u>30</u>)				Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height.																
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover																				
Remarks: (Include photo numbers here or on a separate sheet.) 				Hydrophytic Vegetation Present? Yes _____ No <u>X</u>																

Sampling Point SP4

Northcentral and Northeast – Version 2.0

Appendix A:
Joint Application Form

Joint Application Form for Activities Affecting Water Resources in Minnesota

This joint application form is the accepted means for initiating review of proposals that may affect a water resource (wetland, tributary, lake, etc.) in the State of Minnesota under state and federal regulatory programs. Applicants for Minnesota Department of Natural Resources (DNR) Public Waters permits **MUST** use the MPARS online permitting system for submitting applications to the DNR. Applicants can use the information entered into MPARS to substitute for completing parts of this joint application form (see the paragraph on MPARS at the end of the joint application form instructions for additional information). This form is only applicable to the water resource aspects of proposed projects under state and federal regulatory programs; other local applications and approvals may be required. Depending on the nature of the project and the location and type of water resources impacted, multiple authorizations may be required as different regulatory programs have different types of jurisdiction over different types of resources.

Regulatory Review Structure

Federal

The St. Paul District of the U.S. Army Corps of Engineers (Corps) is the federal agency that regulates discharges of dredged or fill material into waters of the United States (wetlands, tributaries, lakes, etc.) under Section 404 of the Clean Water Act (CWA) and regulates work in navigable waters under Section 10 of the Rivers and Harbors Act. Applications are assigned to Corps project managers who are responsible for implementing the Corps regulatory program within a particular geographic area.

State

There are three state regulatory programs that regulate activities affecting water resources. The Wetland Conservation Act (WCA) regulates most activities affecting wetlands. It is administered by local government units (LGUs) which can be counties, townships, cities, watershed districts, watershed management organizations or state agencies (on state-owned land). The Minnesota DNR Division of Ecological and Water Resources issues permits for work in specially-designated public waters via the Public Waters Work Permit Program (DNR Public Waters Permits). The Minnesota Pollution Control Agency (MPCA) under Section 401 of the Clean Water Act certifies that discharges of dredged or fill material authorized by a federal permit or license comply with state water quality standards. One or more of these regulatory programs may be applicable to any one project.

Required Information

Prior to submitting an application, applicants are **strongly encouraged** to seek input from the Corps Project Manager and LGU staff to identify regulatory issues and required application materials for their proposed project. Project proponents can request a pre-application consultation with the Corps and LGU to discuss their proposed project by providing the information required in Sections 1 through 5 of this joint application form to facilitate a meaningful discussion about their project. Many LGUs provide a venue (such as regularly scheduled technical evaluation panel meetings) for potential applicants to discuss their projects with multiple agencies prior to submitting an application. Contact information is provided below.

The following bullets outline the information generally required for several common types of determinations/authorizations.

- For delineation approvals and/or jurisdictional determinations, submit Parts 1, 2 and 5, and Attachment A.
- For activities involving CWA/WCA exemptions, WCA no-loss determinations, and activities not requiring mitigation, submit Parts 1 through 5, and Attachment B.
- For activities requiring compensatory mitigation/replacement plan, submit Parts 1 thru 5, and Attachments C and D.
- For local road authority activities that qualify for the state's local road wetland replacement program, submit Parts 1 through 5, and Attachments C, D (if applicable), and E to both the Corps and the LGU.

Submission Instructions

Send the completed joint application form and all required attachments to:

U.S Army Corps of Engineers. Applications may be sent directly to the appropriate Corps Office. For a current listing of areas of responsibilities and contact information, visit the St. Paul District's website at:

<http://www.mvp.usace.army.mil/Missions/Regulatory.aspx> and select "Minnesota" from the contact Information box.

Alternatively, applications may be sent directly to the St. Paul District Headquarters and the Corps will forward them to the appropriate field office.

Section 401 Water Quality Certification: Applicants do not need to submit the joint application form to the MPCA unless specifically requested. The MPCA will request a copy of the completed joint application form directly from an applicant when they determine an individual 401 water quality certification is required for a proposed project.

Wetland Conservation Act Local Government Unit: Send to the appropriate Local Government Unit. If necessary, contact your county Soil and Water Conservation District (SWCD) office or visit the Board of Water and Soil Resources (BWSR) web site (www.bwsr.state.mn.us) to determine the appropriate LGU.

DNR Public Waters Permitting: In 2014 the DNR will begin using the Minnesota DNR Permitting and Reporting System (MPARS) for submission of Public Waters permit applications (<https://webapps11.dnr.state.mn.us/mpars/public/authentication/login>). Applicants for Public Waters permits **MUST** use the MPARS online permitting system for submitting applications to the DNR. To avoid duplication and to streamline the application process among the various resource agencies, applicants can use the information entered into MPARS to substitute for completing parts of this joint application form. The MPARS print/save function will provide the applicant with a copy of the Public Waters permit application which, at a minimum, will satisfy Parts one and two of this joint application. For certain types of activities, the MPARS application may also provide all of the necessary information required under Parts three and four of the joint application. However, it is the responsibility of the Applicant to make sure that the joint application contains all of the required information, including identification of all aquatic resources impacted by the project (see Part four of the joint application). After confirming that the MPARS application contains all of the required information in Parts one and two the Applicant may attach a copy to the joint application and fill in any missing information in the remainder of the joint application.

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: City of Baldwin
Mailing Address: 30239 128th St NW, Baldwin MN 55371
Phone: 763-389-8931
E-mail Address:

Authorized Contact (do not complete if same as above): Shane Nelson, Assistant City Engineer
Mailing Address: 3601 Thurston Ave., Anoka, MN 55303
Phone: 763-852-04779
E-mail Address: shanen@haa-inc.com

Agent Name: Erica Halek, Hakanson Anderson
Mailing Address: 3601 Thurston Ave., Anoka, MN 55303
Phone: 763-852-0476
E-mail Address: EHalek@haa-inc.com

PART TWO: Site Location Information

County: Sherburne **City/Township:** Baldwin
Parcel ID and/or Address: ROW near 01004290110 and 01004730270
Legal Description (Section, Township, Range): 33-35N-26W
Lat/Long (decimal degrees):
Attach a map showing the location of the site in relation to local streets, roads, highways.
Approximate size of site (acres) or if a linear project, length (feet): ~0.15 acre

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted *prior to* this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

See attached delineation report.

PART FOUR: Aquatic Resource Impact¹ Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	Aquatic Resource Type (wetland, lake, tributary etc.)	Type of Impact (fill, excavate, drain, or remove vegetation)	Duration of Impact Permanent (P) or Temporary (T) ¹	Size of Impact ²	Overall Size of Aquatic Resource ³	Existing Plant Community Type(s) in Impact Area ⁴	County, Major Watershed #, and Bank Service Area # of Impact Area ⁵

¹If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".

²Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).

³This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".

⁴Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

⁵Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: _____ Date: _____

I hereby authorize Erica Halek to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

¹ The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

Attachment A

Request for Delineation Review, Wetland Type Determination, or Jurisdictional Determination

By submission of the enclosed wetland delineation report, I am requesting that the U.S. Army Corps of Engineers, St. Paul District (Corps) and/or the Wetland Conservation Act Local Government Unit (LGU) provide me with the following (check all that apply):

☒ **Wetland Type Confirmation**

☒ **Delineation Concurrence.** Concurrence with a delineation is a written notification from the Corps and a decision from the LGU concurring, not concurring, or commenting on the boundaries of the aquatic resources delineated on the property. Delineation concurrences are generally valid for five years unless site conditions change. Under this request alone, the Corps will not address the jurisdictional status of the aquatic resources on the property, only the boundaries of the resources within the review area (including wetlands, tributaries, lakes, etc.).

☐ **Preliminary Jurisdictional Determination.** A preliminary jurisdictional determination (PJD) is a non-binding written indication from the Corps that waters, including wetlands, identified on a parcel may be waters of the United States. For purposes of computation of impacts and compensatory mitigation requirements, a permit decision made on the basis of a PJD will treat all waters and wetlands in the review area as if they are jurisdictional waters of the U.S. PJDs are advisory in nature and may not be appealed.

☐ **Approved Jurisdictional Determination.** An approved jurisdictional determination (AJD) is an official Corps determination that jurisdictional waters of the United States are either present or absent on the property. AJDs can generally be relied upon by the affected party for five years. An AJD may be appealed through the Corps administrative appeal process.

In order for the Corps and LGU to process your request, the wetland delineation must be prepared in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, any approved Regional Supplements to the 1987 Manual, and the *Guidelines for Submitting Wetland Delineations in Minnesota* (2013).

<http://www.mvp.usace.army.mil/Missions/Regulatory/DelineationJDGuidance.aspx>

Attachment B

Supporting Information for Applications Involving Exemptions, No Loss Determinations, and Activities Not Requiring Mitigation

Complete this part *if* you maintain that the identified aquatic resource impacts in Part Four do not require wetland replacement/compensatory mitigation OR *if* you are seeking verification that the proposed water resource impacts are either exempt from replacement or are not under CWA/WCA jurisdiction.

Identify the specific exemption or no-loss provision for which you believe your project or site qualifies:

[No-Loss Criteria, Part A – an activity that will not impact a wetland.](#)

Provide a detailed explanation of how your project or site qualifies for the above. Be specific and provide and refer to attachments and exhibits that support your contention. Applicants should refer to rules (e.g. WCA rules), guidance documents (e.g. BWSR guidance, Corps guidance letters/public notices), and permit conditions (e.g. Corps General Permit conditions) to determine the necessary information to support the application. Applicants are strongly encouraged to contact the WCA LGU and Corps Project Manager prior to submitting an application if they are unsure of what type of information to provide:

[Under WCA, an impact is defined as “a loss in the quantity, quality, or biological diversity of a wetland caused by draining, or filling of wetlands, wholly or partially, or by excavation in the permanently and semipermanently flooded areas of wetlands, as defined in subpart 75, and in all wetland areas if the excavation results in filling, draining, or conversion to nonwetland.”](#) The City of Baldwin is proposing to excavate within a non-semipermanently or permanently flooded basin to improve drainage and remove sediment buildup following a culvert replacement. Excavation will be limited to the area of the wetland that is not permanently or semipermanently flooded, and it will not result in filling, draining, or conversion to nonwetland. Please see the attached exhibits illustrating the proposed excavation.





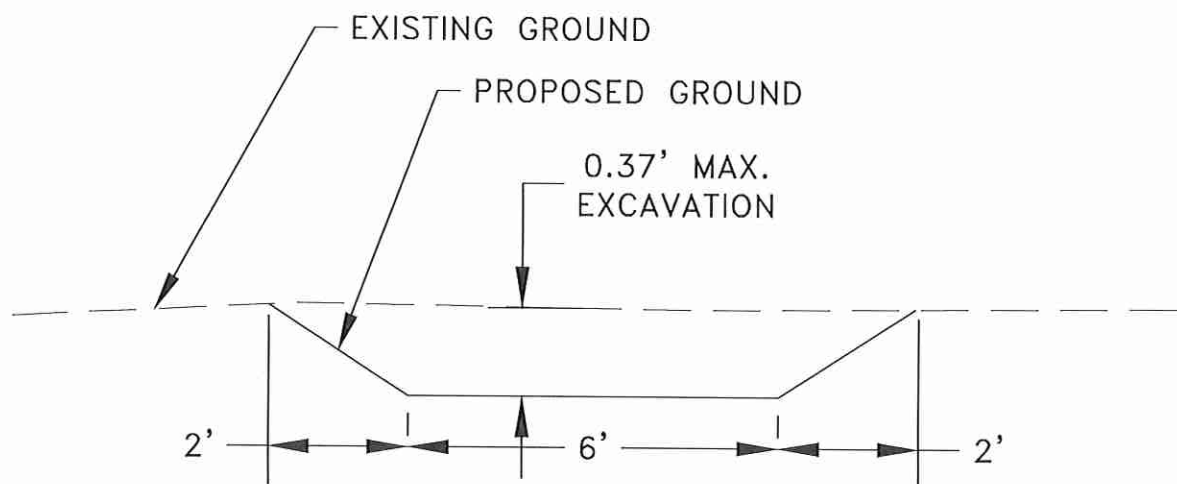
**Hakanson
Anderson**



0 12.5 25 50
Feet

Exhibit 1

Culvert Replacement
Wetland Excavation



Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

EXHIBIT 2 PROPOSED EXCAVATION SECTION



**Hakanson
Anderson**

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



MEMORANDUM

TO: Joan Heinen, City of Baldwin

CC: Shane Nelson, Hakanson Anderson and Sam Jochum, Hakanson Anderson

FROM: Nikki McDermond-Spies, Hakanson Anderson

DATE: June 11, 2025

RE: Excavation at 123rd St NW Culvert

We understand that the City is exploring the possibility of excavating within the wetland on the east side of the culvert crossing on 123rd Street NW in Baldwin. The area in question is shown in the figure below.

The proposed excavation is intended to address high water levels in the large wetland to the east (Wetland B). Wetland B is characterized primarily as a semi-permanently to permanently flooded basin, including the open water area just east of the culvert in question. Excavation within this type of wetland is not exempt under the Wetland Conservation Act (WCA), and mitigation would be required for any such activity.

Additionally, altering the grade to reduce water levels would be considered a wetland impact. This could result in the long-term reduction and degradation of the wetland, which is not permitted under the Wetland Conservation Act (WCA).

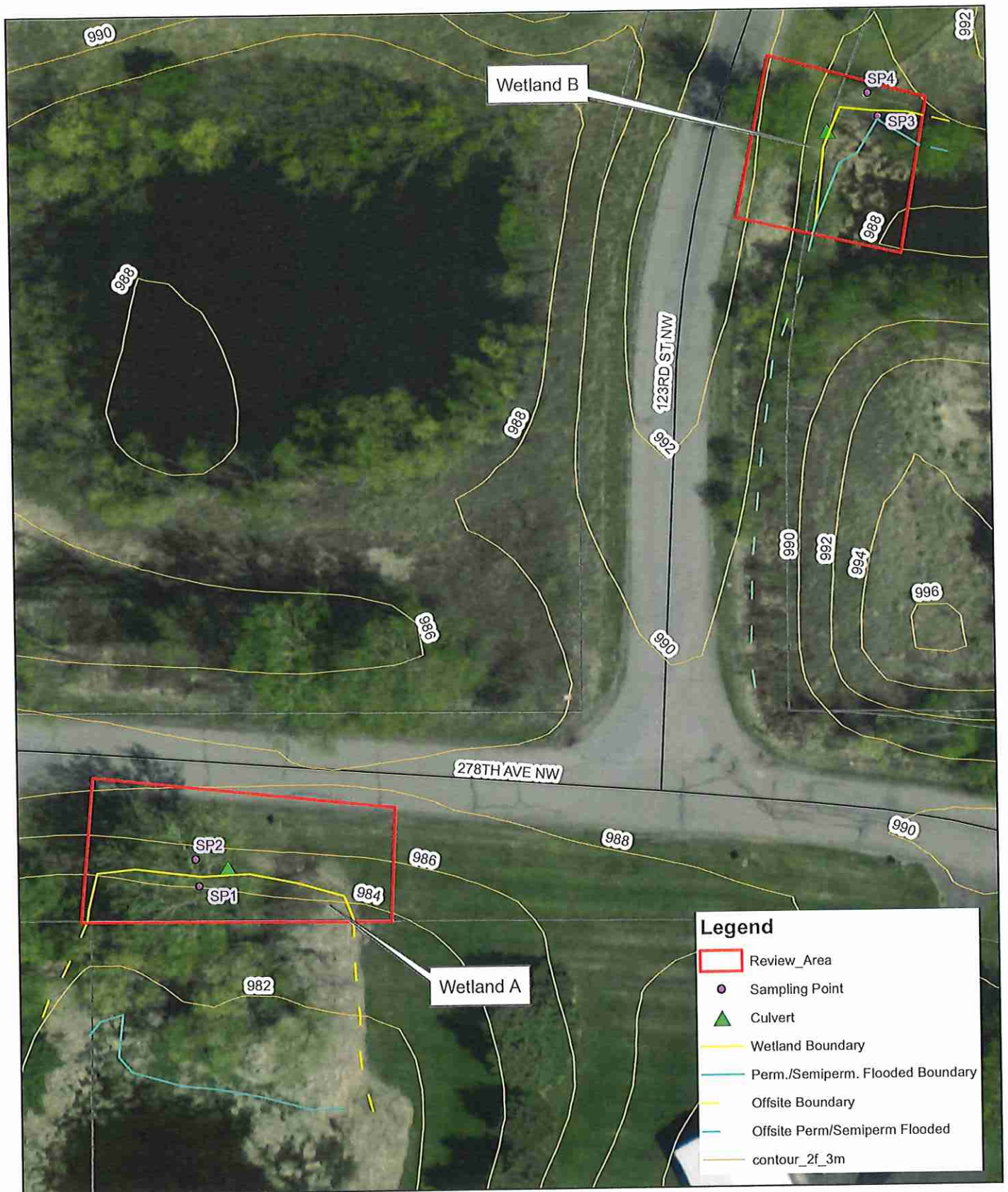
In order for this type of project to be considered, the City would have to demonstrate that the proposed project would not constitute an improvement to the existing drainage conditions and instead provide proof that the project would only return the wetland to its historical drainage patterns.

As currently proposed and with the information that we have reviewed, this work is not considered an exempt activity and would not be permissible. If additional information (i.e. historical records) is available which can demonstrate that this excavation would be restoring the wetland to a historical drainage pattern, please forward the records to us for further analysis.

Sincerely,
Hakanson Anderson

Nikki McDermond-Spies

Nikki McDermond-Spies
Environmental Specialist





Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com



June 12, 2025

Joan Heinen, City Clerk
City of Baldwin
30239 128th Stret NW
Baldwin, MN 55371

RE: 2025 Crack Sealing Project

Dear Joan:

Bids were received and opened on June 12, 2025, for the 2025 Crack Sealing Project. A total of six bids were received as shown on the attached Bid Tabulation and as listed below:

	<u>Total Bid</u>
StonePros, LLC dba Sealpros	\$150,054.00
Allied Blacktop Company	\$179,160.00
Fahrner Asphalt Sealers, LLC	\$194,465.20
SealTech, Inc.	\$212,523.60
Northwest Asphalt & Maintenance	\$249,900.00
Asphalt Surface Technologies Corp.	\$283,544.00

It was found that Sealpros is the low bidder with a Total Bid of \$150,054.00.

Therefore, we recommend award of the contract to the low bidder, Sealpros.

Sincerely,
Hakanson Anderson

A handwritten signature in black ink, appearing to read 'Sam Jochum', written over a horizontal line.

Sam Jochum, Engineer

Attachment

BID TABULATION
CITY OF BALDWIN
2025 Crack Sealing Project

Bids were opened at 3:00 p.m., June 12, 2025.
There were three (3) bids received, as shown herein.

Base Bid					StonePros, LLC dba Sealpros		Allied Blacktop Company		Fahrner Asphalt Sealers, LLC	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021	MOBILIZATION (5% MAX)	LS	1	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
2	2331	SEAL BITUMINOUS PAVEMENT CRACKS (BLOW AND GO)	ROAD STA	86	\$75.00	\$61,500.00	\$60.00	\$49,200.00	\$52.01	\$42,848.20
3	2331	ROUT AND SEAL BITUMINOUS PAVEMENT CRACKS	ROAD STA	86	\$30.00	\$24,600.00	\$60.00	\$49,200.00	\$78.01	\$63,968.20
4	2331	CRACK REPAIR SPECIAL (POLY FLEX PATCH)	LF	23880	\$2.05	\$48,954.00	\$2.00	\$47,760.00	\$3.26	\$77,848.80
5	2563	TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00
					\$ 150,054.00		\$ 179,160.00		\$194,465.20	
Total Base Bid										

BID TABULATION
CITY OF BALDWIN
2025 Crack Sealing Project

Bids were opened at 3:00 p.m., June 12, 2025.
There were three (3) bids received, as shown herein.

Base Bid		ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	SealTech, Inc.		Northwest Asphalt & Maintenance		Asphalt Surface Technologies Corp.	
							UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021			MOBILIZATION (5% MAX)	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00
2	2331			SEAL BITUMINOUS PAVEMENT CRACKS (BLOW AND GO)	ROAD STA	86	\$74.66	\$61,221.20	\$75.00	\$61,500.00	\$150.00	\$123,000.00
3	2331			ROUT AND SEAL BITUMINOUS PAVEMENT CRACKS	ROAD STA	86	\$95.52	\$78,326.40	\$75.00	\$61,500.00	\$48.00	\$39,360.00
4	2331			CRACK REPAIR SPECIAL (POLY FLEX PATCH)	LF	23880	\$2.70	\$64,476.00	\$5.00	\$119,400.00	\$4.30	\$102,684.00
5	2563			TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
Total Base Bid							\$	212,523.60	\$	249,900.00	\$	283,544.00



**Hakanson
Anderson**

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com



June 17, 2025

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

RE: Proposal for Construction Period Services
2025 Crack Filling Project

Dear Mayor and City Council:

As requested, we are providing an estimate of costs for Construction Period services for the 2025 Crack Filling project.

PROPOSED SCOPE OF SERVICES

At the City of Baldwin's request, Hakanson Anderson will provide Construction Period services as necessary. Construction Period services includes Construction Administration and Construction Observation.

Construction Administration will consist of interpreting questions on the plans and specifications, reviewing Contractor Pay Requests and providing recommendations to the City, reviewing Change Order requests, attending meetings, and providing various technical support tasks during the course of the project.

Construction Observation services will be provided while key elements of the work are being performed. We will record actual quantities of work and evaluate Change Order requests, if necessary. We will perform observations of the work and ensure that all testing meets or exceeds specifications. We will provide necessary information for preparation of Pay Applications, and other pertinent items in administering the construction contract. We will keep a written record of the construction activities and provide Construction Observation Reports to the City such that a construction diary is maintained.

PROPOSED COMPENSATION

It is proposed that the Construction Period services will be invoiced on an hourly basis in accordance with our standard Municipal Hourly Rates. In addition to the hourly rate, mileage will be invoiced at the current IRS rate for construction observation services. All other costs, such as cell phones, computers systems and inspection equipment are included in our hourly rates.

Assuming a construction period of 2-3 weeks, we would estimate the cost for full time construction observation to be \$16,000 - \$24,000. These are not guaranteed costs, and the costs could vary based on the actual schedule and/or staff assignments.

AVAILABILITY OF STAFF

The availability of staff is dependent upon the Contractor's schedule and the schedules of our other projects. At this time, we have not received the Contractor's proposed schedule.

Once again, we appreciate the opportunity in providing you with our Proposal for Construction Period services. If you have any questions or need additional information, please contact me at 763-852-0488 or samj@HAA-inc.com.

Sincerely,
Hakanson Anderson



Sam Jochum, P.E.
City Engineer

ACCEPTANCE OF PROPOSAL: The above fees and conditions are satisfactory and hereby accepted. Hakanson Anderson Associates, Inc. is authorized to do the work as specified. Invoices for the above work will be issued on a monthly basis and at the completion of the project. Payment for invoices will be due within thirty (30) days of the date of billing.

Accepted by: _____ Date: _____

Printed Name: _____ Title: _____

Joan Heinen

From: mike gwynn <mggwynn@gmail.com>
Sent: Thursday, June 12, 2025 1:37 PM
To: Joan Heinen
Subject: Frontier Trails
Attachments: may dmr ft 2025.xlsx

Joan, The wastewater facility continues to run well. Just the usual maintenance needed.

CITY OF BALDWIN

602 Transactions

06/18/25 4:01 PM

Page 1

2025

May

Last Dim Descr	Search Name	Dr/Cr Amt	Comments
R Revenue			
Interest Earnings	Bremer Bank	-\$54.07	May 2025 Bank Interest
Late Payments Se		-\$43.94	UB Receipt Serv Pen 1 Frontier Trails
Sewer Charges		-\$3,459.06	UB Receipt Serv 1 Frontier Trails
Sewer Charges	Credit Card Payments	-\$138.00	James Meyer Frontier Trails Septic
Sewer Charges		\$138.00	James Meyer Credit Card
Sewer Charges		\$276.00	Alex Bernier Credit Card
Sewer Charges	Credit Card Payments	-\$200.00	Frontier Trails Amanda Gagnon/Colt Lysdahl
Sewer Charges	Credit Card Payments	-\$138.00	Frontier Trails James Meyer
Sewer Charges		-\$509.00	UB UR Receipt Group 01 FRONTIER TRAILS
Sewer Charges		\$200.00	Colt Lysdahl Credit Card Payment
R Revenue		-\$3,928.07	
E Expenditure			
Electric Utilities	Connexus Energy	\$355.01	Frontier Trails SSD
Employer Paid Ins		\$110.04	Labor Distribution
FICA Contributions		\$20.84	Labor Distribution
FICA Contributions		\$20.58	Labor Distribution
Legal Fees	Couri and Ruppe PLLP	\$137.50	Frontier Trails SSD
Medicare Contribut		\$4.88	Labor Distribution
Medicare Contribut		\$4.81	Labor Distribution
Operating Supplies	Marvs True Value	\$15.95	Bio Tube rebuild for reachable handle
Other Professional		-\$127.09	Transfer 602 49450 305 to zero out
Other Professional	Utility Consultants Inc	\$723.91	Frontier Trails SSD
Other Professional	Wastewater Services Inc.	\$650.00	Frontier Trails SSD
Pera Contributions		\$24.89	Labor Distribution
Pera Contributions		\$25.21	Labor Distribution
Planning and Zoni		\$127.09	Transfer 602 49450 305 to zero out
Salaries and Wage		\$336.10	Labor Distribution
Salaries and Wage		\$331.96	Labor Distribution
E Expenditure		\$2,761.68	
		-\$1,166.39	

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MIN0064459		

MONITORING PERIOD	
YEAR/MO/DAY	YEAR/MO/DAY
2025-05-01	2025-05-31
FROM: TO:	

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

STATION INFORMATION:
WS 004 (Influent Waste System #2)
Waste Stream

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

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

COMMENTS:

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MA0064459		

MONITORING PERIOD	
YEAR/MO/DAY	YEAR/MO/DAY
2025-05-01	2025-05-31
FROM: TO:	

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

STATION INFORMATION:
WS 004 (Influent Waste System #2)
Waste Stream

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

PARAMETER	QUANTITY		UNITS	CONCENTRATION		UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE PERMIT REQ	*****		*****	61				
BOD, Carbonaceous 05 Day (20 Deg C) 80082		*****		*****	REPORT calendar month average	mg/L	twice per month	Grab	
		*****		*****			twice per month	Grab	
		*****		*****	.0017		once per day	Measurement, Continuous	
Flow 50050		*****		*****	0.00682	mgd	once per day	Measurement, Continuous	
		*****		*****	REPORT calendar month total		once per day	Measurement, Continuous	
		*****		*****	6.8		twice per month	Grab	
pH 00400		*****		*****	REPORT calendar month minimum	SU	twice per month	Grab	
		*****		*****	REPORT calendar month maximum		twice per month	Grab	
		*****		*****	29		twice per month	Grab	
Solids, Total Suspended (TSS) 00530		*****		*****	REPORT calendar month average	mg/L	twice per month	Grab	
		*****		*****			twice per month	Grab	
		*****		*****			twice per month	Grab	

COMMENTS:

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MA0064459	Phase 2	

MONITORING PERIOD	
YEAR MO DAY	YEAR MO DAY
2025-05-01	2025-05-31
FROM:	TO:

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

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

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

PARAMETER	QUANTITY		UNITS	CONCENTRATION		UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE		Exception
	SAMPLE VALUE	PERMIT REQ		*****	*****					
BOD, Carbonaceous 05 Day (20 Deg C) 80082	*****	*****		*****	46	mg/L	twice per month	Grab		
	*****	*****		*****	REPORT					
	*****	*****		*****	calendar month average					
Chloride, Total 00940	*****	*****		*****	720	mg/L	twice per month	Grab		
	*****	*****		*****	REPORT					
	*****	*****		*****	calendar month average					
Nitrite Plus Nitrate, Total (as N) 00630	*****	*****		*****	.06	mg/L	twice per month	Grab		
	*****	*****		*****	REPORT					
	*****	*****		*****	calendar month average					
Nitrogen, Kjeldahl, Total 00625	*****	*****		*****	8.23	mg/L	twice per month	Grab		
	*****	*****		*****	REPORT					
	*****	*****		*****	calendar month average					
Nitrogen, Total (as N) 00600	*****	*****		*****	8.3	mg/L	twice per month	Grab		
	*****	*****		*****	10.0					
	*****	*****		*****	calendar month average					
Solids, Total Suspended (TSS) 00530	*****	*****		*****	22	mg/L	twice per month	Grab		
	*****	*****		*****	REPORT					
	*****	*****		*****	calendar month average					

COMMENTS:

Public Works Report – June 23, 2025

Frontier Trails

- 16.5 - Hours invested over the past 23 working Days. (May 19th – June 23rd)
- Mowed inside fence area (North & South)
- Trimmed driveway access for large vehicle access
- Northside pump #4 (Replacement complete)

Parks

- Young Park – Mowing x2
- Young Park – 2nd fertilizer application completed
- Young Park – All trails backpack blown off
- Young Park – Trail Veg. Kill treatment completed
- Young Park – Pump shed (well pump pressure tank protection framing completed)
- Goose Lake – mowed / Trees cleared from trails
- Lake Heleen – mowed / Driveway cleared for vehicle access
- Elk Lake Rain Garden – Dock installed & mowed
- Elk lake canoe access & open areas – mowed
- Sandy Lake Boat launch – Dock installed
- Sandy Lake Boat launch – mowed
- Sandy lake Beach – mowed & shoved out stormwater ditch & catch basins

Roads

- Total Road Patching Material 2025 season (U.P.M & HOT PATCH) – 15.5 tons
- Pavement Maintenance Plans (P.M.P): Who is performing inspection? (Engineer or Public works)
- Southern Pines - 287th Ave & CR 19 / North Elk Lake Loop - CC Approved PW to complete
- Stormwater Projects (South Sandy Lake – Beach access) recommending discuss and determine a closing date for R.F.P – also, who will be managing this project?

Cemetery

- Assist locating grave plots
- Mow and trim / pre-Memorial Day

Trucks / Equipment

- Enclosed trailer on site working on outfitting
- Simplicity zero turn – Carburetor cleaning
- Hustler zero turn – Replacement of deck pulleys and wiring repairs



THE CITY OF BALDWIN

30239 128th Street, Princeton MN 55371

30239 – 128th Street NW, Baldwin, MN 55371

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

FOR OFFICE USE ONLY

Permit number: 22-19

Date Received: 5/22/25

Driveway Inspection Form

Date of Inspection: 5/19/2025

Location: 10945 285TH AVENUE

Driveway condition:

- ☐ Completed: completion date _____
- ☒ Partially constructed
- ☐ Construction not yet started

Inspection: Pass _____ Fail X

Reason(s) for failure:

- ☐ Culvert diameter less than 15 inches
- ☐ Culvert length less than 25 feet
- ☐ Culvert cover less than 16 inches
- ☒ Driveway width less than 16 feet
- ☐ Driveway width more than 24 feet
- ☒ Driveway not paved to the Right-Of-Way
- ☐ Erosion control not established
- ☐ Incorrect material used for culvert
- ☒ Slopes steeper than 4:1 (H:V)
- ☐ Other

*Permits were pulled in 2022
grandfathered in as ROW was
not changed until 2023*

Comments: DRIVEWAY IS GRAVEL AND IS 14' WIDE.

Authorized Signature: Sam Fakh

Date: 5/22/2025

Please contact the Baldwin Town Hall at 763-389-8931 or by email, town.clerk@baldwintwpmn.com with questions or when any required repairs are complete. If The City of Baldwin is not contacted, an inspection will be scheduled one year from the date of this letter. Any constructed repairs to conform to current City Engineering Standards will be charged to the applicant.

ROAD MAINTENANCE AGREEMENT BY AND BETWEEN PRINCETON TOWNSHIP AND THE CITY OF BALDWIN

THIS TOWN/CITY ROAD MAINTENANCE AGREEMENT ("Agreement") is entered into this 23rd day of June, 2025 by and between Princeton Township, Mille Lacs County, Minnesota, a public corporation ("Princeton"), and the City of Baldwin, Sherburne County, Minnesota, a public corporation ("Baldwin"). Princeton and Baldwin may collectively be referred to herein as the "parties", or individually as a "party".

RECITALS

- A. Alpha Road/325th Avenue NW is a gravel/paved road that is that is located partially within Princeton and partially within Baldwin, and the segment of the road that is subject to this Agreement is the approximately 1,354 foot portion extending west from its intersection of Highway 1, as shown on the map attached hereto as Exhibit A ("Alpha Road");
- B. 136th Street is a paved road that is located partially within Princeton and extends south into Baldwin, and the segment of the road that is subject to this Agreement is the approximately 200 foot portion in Princeton, as shown on the map attached hereto as Exhibit B ("136th Street");
- C. Minnesota Statutes, section 160.21, subdivision 1 allows local governments to contract to provide road maintenance services within another local government's boundaries;
- D. Minnesota Statutes, section 160.07 authorizes the City to appropriate and expend public funds to assist in the improvement and maintenance of roads lying beyond their boundaries and leading to their jurisdictions; and
- E. The parties determine it is in their respective best interests to divide and provide for the maintenance of the road identified herein as provided in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties do hereby agree as follows:

1. Maintenance of Alpha Road (Paved Portion). Princeton agrees to provide for the regular maintenance of the paved portion of Alpha Road as though it was located entirely within Princeton and to provide the same level of maintenance it provides on its roads of similar condition and similar level of use. For the purposes of this Agreement "regular maintenance" shall include managing, inspecting, mowing and snowplowing, which shall be at the sole expense of Princeton. Princeton shall also perform crack fill/repair, surface treatments, overlay, reclaim and paving and bituminous patching, for which the costs will be shared equally by the parties, as set forth in Exhibit C attached hereto. Princeton shall provide an invoice to Baldwin for its share of the costs, when applicable, and Baldwin shall pay the amount owed in full within 45 days of the date of the invoice.

2. Maintenance of Alpha Road (Gravel Portion). Princeton agrees to provide for the regular maintenance of the gravel portion of Alpha Road as though it was located entirely within Princeton and to provide the same level of maintenance it provides on its roads of similar condition and similar level of use. For the purposes of this Agreement “regular maintenance” shall include managing, inspecting, grading, mowing and snowplowing, which shall be at the sole expense of Princeton. Princeton shall also perform graveling and dust control/chloride application, for which the costs will be shared equally by the parties, as set forth in Exhibit C attached hereto. Princeton shall provide an invoice to Baldwin for its share of the costs, when applicable, and Baldwin shall pay the amount owed in full within 45 days of the date of the invoice.
3. Maintenance of 136th Street. Baldwin agrees to provide for the regular maintenance of 136th Street, as though it was located entirely within Baldwin, and to provide the same level of maintenance it provides on its roads of similar condition and similar level of use. For the purposes of this Agreement “regular maintenance” shall include managing, inspecting, frost boil repair, mowing, snowplowing, brushing, removal of obstructions, crack fill/repair, surface treatments, overlay, reclaim and paving and bituminous patching, which shall be at the sole expense of Baldwin.
3. Brushing and Removal of Obstructions – Alpha Road. Princeton shall provide brushing and the removal of obstructions (e.g. a downed tree) on the north portion of Alpha Road for the entire length of Alpha Road, as its sole expense, and Baldwin shall provide brushing and the removal of obstructions (e.g. a downed tree) on the south portion of Alpha Road for the entire length of Alpha Road, at its sole expense.
4. Cost Share for Improvements.
 - a. Alpha Road (Paved Portion). If either party proposes to improve the paved portion of Alpha Road, such as through widening or rebuilding, the party proposing the project must obtain the other party’s written agreement. If the parties are in agreement as to an improvement, the costs for the improvement shall be shared equally by the parties. The cleaning of culverts shall be considered part of regular maintenance, but the repair, placement or replacement of culverts shall also be considered an improvement for the purposes of this Agreement. The costs of constructing or maintaining any bridges shall be shared equally by the parties as required by Minnesota Statutes, section 164.13. Nothing in this Agreement shall limit or prohibit either party from undertaking, at its own cost, any improvement project, provided that such work does not damage the road or otherwise interfere with the terms or purposes of this Agreement. Any improvement project involving the special assessment, or similar process of charging for the project costs, of owners in both parties shall require the prior mutual written agreement of the parties.
 - b. Alpha Road (Gravel Portion). If either party proposes to improve the gravel portion of Alpha Road, such as through widening, rebuilding or blacktopping, with the expectation that the other party will share in the costs of the improvement project, the party proposing the project must obtain the other party’s written agreement to the cost share prior to undertaking the project. The cleaning of

culverts shall be considered part of regular maintenance, but the repair, placement or replacement of culverts shall also be considered an improvement for the purposes of this Agreement. The costs of constructing or maintaining any bridges shall be shared equally by the parties as required by Minnesota Statutes, section 164.13. Nothing in this Agreement shall limit or prohibit either party from undertaking, at its own cost, any improvement project, provided that such work does not damage the road or otherwise interfere with the terms or purposes of this Agreement. Any improvement project involving the special assessment, or similar process of charging for the project costs, of owners in both parties shall require the prior mutual written agreement of the parties.

5. Delegation. Each party hereby delegates to the other party such authority as may be needed for the designated party to perform regular maintenance and to improve a road in accordance with the terms of this Agreement.
6. No Guarantee. The parties understand and agree that, given varying weather conditions and availability of resources, they will endeavor to provide the maintenance services indicated herein, but they do not represent, warrant, or guarantee that their work will meet any particular criteria or standards, or that it will be delivered within any particular time. The parties will include the applicable roads in their maintenance schedule and provide such maintenance activities in accordance with its usual policies and procedures.
7. Effect of Boundary Changes. Nothing in this Agreement shall be construed as altering the effect of Minnesota Statutes, section 414.038, which provides that if a city annexes property on both sides of a road the city becomes responsible for maintaining that portion of the road.
8. Term and Termination. The term of this Agreement shall be for one year from the date indicated above and shall automatically renew for successive one-year terms until it is terminated by either party providing the other at least 90 days' written notice of termination.
9. Insurance. Both parties agree to maintain general liability insurance during the entire term of this Agreement. The package insurance policies offered by the self-insurance pools established by their respective local government membership organizations shall constitute sufficient insurance coverage for the purposes of this Agreement.
10. Indemnification. Princeton agrees to indemnify and defend Baldwin from any claim or suit, and resulting costs, including defense costs and attorney's fees, arising out of or related to the negligent act or failure to act by Princeton, its officers, or employees in its performance of any work on the roads under this Agreement, unless such claim or suit is due to the negligence of Baldwin. Baldwin agrees to indemnify and defend Princeton from any claim or suit, and resulting costs, including defense costs and attorney fees, arising out of or related to the negligent act or failure to act by Baldwin, its officers, or employees in its performance of any work on the roads under this Agreement, unless such claim or suit is due to the negligence of Princeton. To the extent a court considers this Agreement to constitute a joint venture or joint enterprise between the parties, any liability arising from or related to the activities contemplated by this Agreement shall be

considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, section 471.59, subdivision 1a. Nothing in this Agreement shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466, nor as the acceptance by either party of the other party's liability for the purposes of Minnesota Statutes, section 471.59, subdivision 1a or otherwise.

11. Disputes. The parties mutually agree the terms of this Agreement constitute an equitable agreement for the purposes of Minnesota Statutes, section 164.14. However, if either party determines this Agreement has become inequitable, or if any other dispute arises regarding this Agreement, the parties will first meet to discuss the issues and use good faith efforts to resolve the disagreement. In the event the parties are not able to resolve the disagreement, and if the dispute involves the fairness of the division of costs or responsibilities under the Agreement, either party may submit the issue to the county boards for a determination in accordance with Minnesota Statutes, section 164.14, subdivision 4. The parties may mutually agree to submit any other dispute to mediation for resolution, but if the parties do not agree to mediation or some other form of alternative dispute resolution, either party may seek relief in district court.
12. Miscellaneous.
 - a. Entire Agreement. This document, including the recitals and exhibit which are incorporated herein, constitutes the entire agreement between the parties as to the roads referenced herein. Any amendment of this Agreement must be in writing and signed by both parties. This Agreement supersedes all prior oral and written agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by both parties.
 - b. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.
 - c. No Third Party Rights. This Agreement is solely for the benefit of the parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.
 - d. Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date indicated above.

[signature page follows]

PRINCETON TOWNSHIP

Adopted by the Town Board on the 23rd day of June, 2025.

BY THE TOWN BOARD

Town Chairperson

Attest: _____
Town Clerk

CITY OF BALDWIN

Adopted by the City Council on the _____ day of _____, 2025.

BY THE CITY COUNCIL

Jay Swanson
Mayor

Attest: _____
Joan Heinen
City Clerk/Treasurer

EXHIBIT A
Map of the Alpha Road

(attached hereto)

EXHIBIT B
Map of 136th Street

(attached hereto)

EXHIBIT C **Maintenance and Improvement Responsibilities and Cost Division**

Road Shared between	Roadway	PTS Sec.	Surface Type	Map	Road	Sq. Yds.	Grade	Gravel & Chloride	Mow	Snow Plow	Brushing Tree trimming Downed trees	Manage	Crackfill, Surface Treatments	Overlay OR Reclaim & Pave	Bit. Patching	Improve
				Measured Length Ft.	Surface Width Ft.											
Baldwin City & Princeton Twp	Afton Rd. - Grvl & (Min. Maint.)	34	GR	715	16	1271	PTS	50/50	PTS	PTS	Each manages their own side.	PTS	N/A	N/A	N/A	T&D
	Afton Rd. - Paved	34	Bit.	640	20	1422	N/A	N/A	PTS	PTS	Each manages their own side.	PTS	50/50	50/50	50/50	50/50
	136th St	31	Bit.	200	24	533	N/A	N/A	Baldwin	Baldwin	Baldwin	Baldwin	Baldwin	Baldwin	Baldwin	50/50

“PTS” means Princeton Township.

“Baldwin” means City of Baldwin.

FIRE SERVICE AGREEMENT

This contract is made and entered into this 4th day of January, ~~2025~~ 2024 ("Anniversary Date") between the City of Baldwin Township, Sherburne County, Minnesota, a political subdivision of the State of Minnesota ("Baldwin"), and Blue Hill Township, Sherburne County, a political subdivision of the State of Minnesota ("Blue Hill").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Blue Hill agrees to purchase from Baldwin, and Baldwin agrees to provide to Blue Hill, fire services including, but not limited to, the services listed below:

Structural Firefighting, Grass/Forest Firefighting, Vehicle Firefighting, Carbon Monoxide/Smoke Alarm Calls, Hazardous Material Response, Vehicle & Equipment Extraction, General Search and Rescue, Confined Space Rescue, High Level Rescue, Grain Bin Entrapment, Fire Code Enforcement, Emergency Medical Services.

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of Baldwin shall not be deemed a breach of this contract.
- b. **No Guarantee.** The parties understand and agree Baldwin will endeavor to reasonably provide the services indicated above given the circumstances, but Baldwin makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. Baldwin and its City Council/Town Board, Fire Department, officers, employees, and volunteers shall not be liable to Blue Hill or any other person for failure to furnish assistance under this contract or for recalling assistance.

2. **Payment.** Blue Hill agrees to pay Baldwin annually during the term of this contract the Payment Amount determined annually. The Payment Amount for ~~2025~~2024 will be \$55,000 and the payment for 2026 will be \$50,000. - Baldwin shall invoice and Blue Hill shall pay the bill in two equal semi-annual installments due on the fifteenth day of January and the fifteenth day of June of each year.

Starting January 1, ~~2027~~2025, the Payment Amount will be based on the following formula:

The following percentages relate specifically to Blue Hill Township in relation to the entire territory to which Baldwin FD provides emergency services as the primary service provider (e.g., the entire ~~City of Baldwin Township~~ area, Blue Hill Township Service Territory, and all or any portions of other cities, towns, or unorganized territories included in Baldwin Fire Department's primary service area).

Number of emergency service calls to Blue Hill Township averaged over ~~the last 3 year period~~ years: _____ %

Market Value of all taxable and non-taxable structures for the year preceding the year in which service is provided: _____ %

Population: _____ %

Total: _____ % / 3 = _____ % of Blue Hill Allocation.

Total Fire Department Annual Costs (Fire Fund + ~~Fire Capital Fund~~) for the year preceding the year in which service is provided: \$ _____

\$ _____ X _____ % = \$ _____
Fire Budget Blue Hill Cost Allocation Payment Amount

For the purposes of this formula:

- A. Population shall be determined by the ~~most current~~ state demographers' estimate ~~for available at~~ the ~~year two years prior to~~ time the ~~year of service~~.

For example, in 2027, the 2025 population shall be used in the formula. Payment Amount is determined.

B. Fire Department Annual Costs shall consist of all of the expenditures for the calendar year two years prior to the year of delivery of fire services (e.g. for the year of service of 2027, the 2025 Fire Department annual costs shall be used) ~~of~~ of the Fire Fund which the City has coded as the 250 Fire fund, ~~and the monies transferred into the Fire Capital Fund which is the 401 Capital Projects Fire fund, in the calendar year prior to the year of delivery of fire fund services.~~ The Fire ~~Capital~~ Fund shall not include any portion of costs related to: 1) the purchase of fire trucks, 2) new fire hall construction, fire hall additions, remodeling, fire hall maintenance, or fire hall land acquisition -or 3) debt service related to any of these items. Baldwin shall not transfer money from either its Fire fund or its Capital Projects Fire fund to any other City/Township fund.

C. ~~Examples of the 2023 Fire Fund Budget and Fire Capital Fund Budget are attached hereto as Appendices B and C for illustrative purposes.~~

C. The number of emergency calls shall be the total of the most recent three years before the year prior to the year of service. For example, for the service year 2027, the three year average shall be calculated using the total number of emergency calls from 2025, 2024, and 2023 divided by three.

D. Blue Hill Township and the City of Baldwin ~~Township~~ agree that Blue Hill's Payment Amount shall be capped at an annual increase of no more than 10% over the previous year's Payment Amount. The Payment Amount will be discussed during the Annual Meeting of Parties.

- 3. Emergency Service Charge.** Blue Hill, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those persons and properties receiving emergency services, including fire services, within Blue Hill. Baldwin shall have no right to, or interest in, any service fees collected by Blue Hill. If Blue Hill imposes an emergency service charge it shall provide Baldwin with a list of the specific types of information, it determines it needs collected in order to successfully impose and collect the charge. Baldwin shall make a good faith effort to collect the requested information for each service call to Blue Hill and promptly provide Blue Hill with the information it collected.

Baldwin Fire Department reserves the right to charge for the cost of resources (such as foam and other consumables) when responding to incidents that result in a citation.

4. **Annual Meeting of Parties.** Blue Hill and Baldwin shall hold at least one joint meeting annually during the term of this contract which shall occur during the first two weeks of February of each year. The purpose of the meeting shall be at least 90 days before its anniversary date to settle the Payment Amount for the current service upcoming year, to discuss Blue Hill's satisfaction with the service provided during the prior year, and to discuss such other issues as either party deems relevant to this contract. The meeting shall be held separately from any regular Blue Hill or Baldwin meeting and shall be attended by at least a quorum of each party's governing body.
5. **Service Territory.** Baldwin shall provide fire services as indicated in this contract to the area in Blue Hill described below and/or as indicated on a map which is attached hereto as Appendix A and made part of this contract. The identified area shall constitute the Blue Hill's Service Territory for the purposes of this contract.
6. **Term.** This contract shall commence on the effective date indicated above and shall expire 5 years from that date unless terminated earlier as provided herein. This contract thereafter shall continue for successive years on like terms unless either of the parties give written notice to the other to terminate the same as provided in this contract.
7. **Ownership.** Baldwin owns the buildings and equipment associated with the Fire Department and the amounts paid by Blue Hill for service do not give rise to any ownership interest in, or responsibility toward those items.
8. **New Fire Hall Construction.** At least one year prior to the letting of a contract for the construction of a new fire hall by Baldwin, Baldwin shall notify Blue Hill in writing that Baldwin is planning on constructing a new fire hall. Baldwin shall seek Blue Hill's input into that contract. Blue Hill may contribute to such construction cost but shall not be required to do so.
- 8.9. **Baldwin's Responsibilities.** In addition to any other obligations described herein, Baldwin shall:
 - a. Authorize and direct the Baldwin fire department to provide the fire services described herein to Blue Hill's Service Territory.

- b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Blue Hill along with sufficient information to explain the items included in the budget figures.
- c. Upon Blue Hill's request, provide Blue Hill with access to financial and cost data related to the fire department for five years prior to the current service year.
- d. Disclose to Blue Hill any proposed action Baldwin, or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Baldwin's ability to provide the fire services indicated above; and
- e. Promptly disclose to Blue Hill any information Baldwin can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

9.10. **Blue Hill's Responsibilities.** In addition to any other obligations described herein, Blue Hill shall:

- a. Promptly pay Baldwin the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early.
- b. Promptly disclose to Baldwin any information Blue Hill can reasonably anticipate will directly affect its ability to perform its obligations under this contract; and
- c. It is understood and agreed Blue Hill shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Blue Hill has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

~~10.11.~~ **Insurance Requirements.** Baldwin shall maintain general liability insurance for its services and shall include Blue Hill as an additional insured for the term of this contract and any extensions thereof. Baldwin shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. Baldwin shall also maintain inland marine, automobile, and property insurance coverages. Baldwin shall also maintain workers' compensation coverage as required by law. Baldwin shall provide Blue Hill proof of such insurance coverages and the additional insured endorsement naming the Blue Hill annually by the anniversary date of this contract.

~~11.12.~~ **Indemnification.** Baldwin agrees, to the fullest extent permitted by law to indemnify and hold Blue Hill harmless from any damage, liability, or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the Baldwin's negligence, whether acts, errors or omissions, in the performance of services under this contract and those of its contractors, subcontractors, consultants or agents and arising from the provision of services under this contract.

Blue Hill agrees, to the fullest extent permitted by law to indemnify and hold the Baldwin harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the Blue Hill's negligence, whether acts, errors or omissions, in the performance of services under this contract and those of its contractors, subcontractors, consultants or agents and arising from the provision of services under this contract.

Baldwin is not obligated to indemnify Blue Hill in any manner whatsoever for Blue Hill's own negligence. Blue Hill is not obligated to indemnify Baldwin in any manner whatsoever for Baldwin's own negligence.

Under no circumstances shall either Baldwin or Blue Hill, separately or together, be required to pay on behalf of itself and other parties, any aggregate amounts in excess of the limits on liability established by Minnesota Statutes, Chapter 466.

~~12.13.~~ **Damage to Baldwin's Equipment and Insurance.** Baldwin shall make no claim against Blue Hill for damage to Baldwin's equipment or personal property while Baldwin is providing services to Blue Hill. Baldwin will carry workers' compensation and liability insurance against claims by its firefighters for personal injuries sustained while providing services in Blue Hill pursuant to this contract;

and further will carry liability insurance saving both parties harmless so far as negligent acts of the firefighters in the employ of Baldwin are concerned.

~~13.~~14. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

~~14.~~15. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this contract are valid unless reduced to writing, signed by both Baldwin and Blue Hill, and attached hereto.

~~15.~~16. **Subcontracting & Assignment.** Baldwin shall not subcontract or assign any portion of this contract to another without prior written permission from Blue Hill. Services provided to Blue Hill pursuant to a mutual aid agreement Baldwin has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Blue Hill so long as Baldwin remains primarily responsible for providing fire services to Blue Hill's Service Territory.

~~16.~~17. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this contract by personally serving written notice of termination on the other party at least one year prior to the date of early termination of this Agreement. This contract shall terminate on December 31st of the year after such written termination notice is provided or specifies a later date of termination in the notice, provided such later date ends on December 31st. Notwithstanding the foregoing, If Blue Hill fails to pay for the service according to the schedule established herein, Baldwin shall provide written notice to Blue Hill that said payment is overdue and Blue Hill shall have 30 days from the delivery of such written notice to make said payment. In the event Blue Hill fails to make said payment within such 30 day period, Baldwin may terminate this contract 30 days from the date of personal service of a written termination notice. Notices to each respective party shall be served on its respective Town Clerk or City Clerk by hand delivering such notice or by sending such notice via Certified U.S. Mail. If mailed notice is used, the notice shall be deemed provided to the other party upon actual receipt of said notice.

~~17.~~18. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.

~~18.~~19. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

~~19.~~20. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

21. **Prior Fire Contracts Superseded.** All prior fire service agreements between the parties shall be deemed to be superseded by this Agreement, and such prior agreements shall be of no further effect.

~~20.~~22. **Audit Disclosure.** Pursuant to Minnesota Statute, Section 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of Baldwin relevant to this contract are subject to examination by Blue Hill and either the Legislative Auditor or the State Auditor for a period of six years after the effective date of this contract.

IN WITNESS WHEREOF, the respective parties have caused this instrument to be executed on the date first above written by respective officers of Blue Hill Township and the City of Baldwin~~each township~~.

CITY OF BALDWIN ~~TOWNSHIP~~

Jay Swanson, Mayor~~Chairperson~~

ATTEST:

Joan Heinen, Clerk

BLUE HILL TOWNSHIP

| James Artmann~~Matthew Sullivan~~,
Chairperson

ATTEST:

| Michelle Aaseby~~Marlene Nelson~~, Clerk

Appendix A- See attached Blue Hill Service Area Map

Appendix B—Fire Fund Budget

Appendix C—Fire Capital Fund Budget

DATE OF LAST REVISIONS 11/28/2011

CITY OF BALDWIN TOWNSHIP PERSONNEL POLICY

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CITY OF BALDWIN TOWNSHIP
30239 — 128TH STREET 128th St. N.W.
P.O. BOX Box 25
PRINCETON Princeton, MN 55371
(763) 389-8931

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

| June 9, 2025

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INTRODUCTION

Purpose

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

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

Scope

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

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

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

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

EEO Policy Statement

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

Data Practices Advisory

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

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

News Releases

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

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No ~~Township~~City employee is authorized to speak on behalf of the ~~Township~~City without prior authorization from the ~~Town Board~~City Council or his/her designee.

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All news releases concerning ~~Township~~City personnel will be the responsibility of the ~~Town Board~~City Council.

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TOWNSHIPWIDECITYWIDE WORK RULES & CODE OF CONDUCT

Conduct as a TownshipCity Employee

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

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

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

Attendance & Absence

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

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

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

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Access to and Use of TownshipCity Property

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

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

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

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Appearance

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

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Conflict of Interest

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

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Falsification of Records

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

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Personal Telephone Calls

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

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Political Activity

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

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Smoking

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

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

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DEFINITIONS

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

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Authorized Hours:

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

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Benefits

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

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Benefit Earning Employees

Employees who regularly work 36 hours or more are eligible for at least a pro-rated portion of Township provided benefits. full benefit earning employees. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

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Core Hours

The City does not offer partial benefits at this time. The new employee waiting period for benefits is the first of the month following 30 days of employment.

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Core Hours

To ensure employee availability and accountability to the public the City serves, all core hours that full-time employees (exempt and non-exempt) are expected to be at work are during the hours of 8:3000 a.m. to 24:30 p.m., Monday through Thursday, and 8:00 a.m. to noon on Friday unless away from the work site for a work-related activity or on approved leave. Fire and public works employees do not have core hours and work the schedules shall be established by their supervisors. the City Council.

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Demotion

Demotion

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

Direct Deposit

As permitted by state law, all Township employees have the option to participate in direct deposit. Pursuant to Minn. Stat. § 471.426 and any other relevant statute, the City of Baldwin may require any employee being paid by the City's payroll system to enroll in direct deposit. The City may at their discretion, elect to pay an employee via a traditional check upon the request of the employee.

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Employee

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

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Exempt Employee

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

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FICA (Federal Insurance Contributions Act)

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

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Fiscal Year

The period from January 1 to December 31

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Full-time Employee

Employees who are required to work ~~forty (40)~~ thirty-six (36) or more hours per week year-round in an ongoing position

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Hours of Operation

The ~~Township's City's~~ regular hours of operation are Monday through Thursday, from 8:30 a.m. to 24:30 p.m.

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Management Employee

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

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Non-exempt Employee

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

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Part-time Employee

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

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Pay Period

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

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PERA (Public Employees Retirement Association)

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

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Promotion

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

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Reclassify

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

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Seasonal Employee

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

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Service Credit

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

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Temporary Employee

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

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Training Period

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

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Transfer

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

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Workweek

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

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EMPLOYEE RECRUITMENT & SELECTION

Scope

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

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Features of the Recruitment System

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

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

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

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Testing and Examinations

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

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

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

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Pre-Employment Medical Exams

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

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

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

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

Selection Process

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

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

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Veteran's Preference in Hiring

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

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

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

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

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

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Background Checks

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

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Training Period

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

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ORGANIZATION

Job Descriptions

The TownshipCity will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the Town-BoardCity Council prior to the position being filled.

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

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

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

Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the Town-BoardCity Council.

Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the Town-BoardCity Council.

Layoff

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

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HOURS OF WORK

Work Hours

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

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Core Hours

Core Hours

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

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Meal Breaks and Rest Periods

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

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

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

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Adverse Weather Conditions

Township/City facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to

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use accrued vacation time or compensatory time or ESST time; or with supervisor approval may modify the work schedule or make other reasonable schedule adjustments.

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Public works maintenance employees will generally be required to report to work regardless of conditions. Snow plowing is a regular and expected duty of public works employees and is considered part of the normal scope of employment. Accordingly, employees shall not receive additional or premium pay for performing snow plowing, regardless of when the work occurs, including nights, weekends, or holidays. Compensation for snow plowing shall be at the employee's regular rate of pay as detailed in Exhibit 3 to this Policy, subject only to applicable overtime laws.

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

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COMPENSATION

Full-time and part-time employees of the ~~Township~~City will be compensated according to schedules adopted by the ~~Town Board~~City Council. Unless approved by the ~~Town Board~~City

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Council, employees will not receive any amount from the Township City in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

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

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Minimum Wage

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

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Paychecks

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

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

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

Direct Deposit

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

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Time Reporting

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

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Overtime / Compensatory Time

The Township City of Baldwin has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The Town Board City Council will determine whether each employee is designated as "exempt" or "non-exempt" from earning

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overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

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Non-Exempt (Overtime-eligible) Employees:

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

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The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action. All emergency calls handled by Public Works employees where it is not during their regular hours of public works department operation will receive overtime for that call with a one-hour minimum charge. Public Works employees who engage in snow plowing will be paid overtime only after they have worked more than 40 hours in a workweek; snow plowing alone does not qualify as an emergency and therefore does not trigger overtime before the 40-hour threshold.

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

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

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

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Exempt (nonNon-overtime-eligible) Employees:

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

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

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

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

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

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

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

Leave Policy for Exempt Employees

Management employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for management staff are Monday through Friday, 8 a.m. to 5 p.m., plus evening meetings as necessary.

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

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

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

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

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PERFORMANCE REVIEWS

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

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

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

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

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

BENEFITS

The new employee waiting period for benefits is the first of the month following 30 days of employment.

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Health, Dental, Life Insurance

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

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

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Retirement

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

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

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HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Presidents Day
Veterans Day	Memorial Day
Thanksgiving Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Juneteenth	Colombus Day/Indigenous Peoples Day

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

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

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

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

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

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LEAVES

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

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

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Personal Time Off (PTO)

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

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

Personal time off leave may be used as follows:

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

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

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

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

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

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

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

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

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

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

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

Vacation Leave

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Vacation Leave Schedule

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

Eligibility

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

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Accrual Rate

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

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Earnings and Use

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

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

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

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

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

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EARNED SICK AND SAFE TIME (ESST)

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

Eligibility

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

Accrual

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

Notice and Documentation

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

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

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

Pay for Sick and Safe Time

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

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

Funeral Leave

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member, a parent, spouse, or child. Employees will be permitted to use one (1) working day, with pay, as funeral leave upon the death of a grandparent, grandchild, or sibling. This paid leave will not be deducted from the employee's vacation or sick leave balance.

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

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Military Leave

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

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

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

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

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

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

Jury Duty

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

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

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

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

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Court Appearances

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

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Job Related Injury or Illness

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

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

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

Parenting Leave (required If City has 21 or more employees)

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

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

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

Administrative Leave

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

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Victim or Witness Leave

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

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Elections / Voting

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

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

Regular Leave without Pay

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

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

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

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

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

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

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

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Light Duty/Modified Duty Assignment

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

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

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

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

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

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

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

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Paid Family and Medical Leave

The City of Baldwin complies with the Minnesota Paid Family and Medical Leave (PFML) law, which establishes a statewide program to provide wage replacement for eligible employees taking leave for qualifying family or medical reasons. Under the law, employers may require employees to contribute up to 50% of the total PFML payroll tax through payroll withholding. However, the City has elected to cover the full amount of the PFML payroll tax on behalf of its employees. As a result, no portion of the employee's share will be withheld from their paycheck. This contribution by the City is provided as a benefit to all employees. The City also specifies that any leave taken under the Minnesota PFML program will run concurrently, not consecutively, with leave taken under the federal Family and Medical Leave Act (FMLA), to the extent permitted by law.

Employees have the right to apply directly to the State of Minnesota for PFML benefits. The City will not interfere with, restrain, or deny the exercise of any rights under the PFML law.

Furthermore, the City will not discharge, demote, reduce pay, or otherwise discriminate or retaliate against any employee for requesting or taking leave under the PFML program.

SEXUAL HARASSMENT PREVENTION

General

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

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

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

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Definitions

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

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

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

Expectations

The TownshipCity of Baldwin recognizes the need to educate its employees on the subject of about sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may result in

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discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

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

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

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

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

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

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

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

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

Retaliation

The ~~Township~~City of Baldwin will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Any individual who retaliates against a person who testifies, assists, or

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participates in an investigation may be subject to disciplinary action up to and including termination.

RESPECTFUL WORKPLACE POLICY (includes sexual harassment prevention)

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

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Applicability

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

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Abusive Customer Behavior

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

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

Types of Disrespectful Behavior

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

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

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

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

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

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

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

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

Possession and Use of Dangerous Weapons

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

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

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

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

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Employee Response to Disrespectful Workplace Behavior

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

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

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

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

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

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Supervisor's Response to Allegations of Disrespectful Workplace Behavior

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

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

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

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

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

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

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

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

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

Special Reporting Requirements

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

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

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

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

Confidentiality

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

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Retaliation

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

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Possession and Use of Dangerous Weapons

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

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

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

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SEPARATION FROM SERVICE

Resignations

Employees wishing to leave the TownshipCity service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt

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employees must give thirty (30) calendar ~~days~~ days' notice. The written resignation must state the effective date of the employee's resignation.

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

Severance Pay

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

Vacation Pay

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

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DISCIPLINE

General Policy

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

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the Township'sCity's personnel policies.

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The supervisor and/or the ~~Town Board~~City Council will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

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No Contract Language Established

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

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Process

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

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

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

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

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

Written Reprimand

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

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

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

Suspension With or Without Pay

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

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

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

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Demotion and/or Transfer

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

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

Salary

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

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Dismissal

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

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

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GRIEVANCE PROCEDURE

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

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

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

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Waiver

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

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The following actions are not grievable:

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

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

EMPLOYEE EDUCATION & TRAINING

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

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Policy

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

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Job-Related Training & Conferences

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

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

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

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Job-Related Meetings

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

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Request for Participation in Training & Conferences

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

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

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

Out of State Travel

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

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Compensation for Travel & Training Time

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

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

Travel & Meal Allowance

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

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

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Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Meal expenses of up to \$20~~50.00~~ per day will be allowed, provided the employee provides the ~~Township~~City with appropriate receipts for such meals.

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

Tuition Reimbursement

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

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

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

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

DRUG FREE WORKPLACE

A. In accordance with Federal Law, the TownshipCity of Baldwin has adopted the following policy on drugs in the workplace:

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B. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the Township'sCity's intent and obligation to provide a drug-free, safe and secure work environment.

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C. The unlawful manufacture, distribution, possession, or use of a controlled substance on TownshipCity property or while conducting TownshipCity business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

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D. The TownshipCity recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.

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E. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting TownshipCity business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

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

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

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

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DRUG AND ALCOHOL TESTING POLICY

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

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

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

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

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

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

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

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

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

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

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

1. Each person to be tested will complete, sign and date a Pre-Testing Acknowledgment form supplied by the TownshipCity, attached to this policy as Exhibit 1.

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2. Each test will be conducted by a laboratory which is authorized by law to conduct such tests, and which confirms to ~~City of Baldwin Township~~ that its procedures are in accordance with Minnesota law.

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

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

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

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

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

- i. As to an applicant, the ~~Township Board~~City Council will immediately revoke the pending offer of employment.

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

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

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

TOWNSHIP

CITY DRIVING POLICY

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

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

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The TownshipCity will determine appropriate action on a case-by-case basis.

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CELLULAR PHONE USE

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

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General Policy

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

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

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

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

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

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Procedures

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

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Responsibility

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

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SAFETY

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

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Reporting Accidents and Illnesses

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

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Safety Equipment/Gear

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

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Unsafe Behavior

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

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REMOTE WORK POLICY

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

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

EXHIBIT 1

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- PRE-TESTING ACKNOWLEDGMENT

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

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

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

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

Employee or Job Applicant

Date:

EXHIBIT 2 – NOTICE OF THE RESULTS OF DRUG AND ALCOHOL TEST

NOTICE OF THE RESULTS OF DRUG AND ALCOHOL TEST

DATE: _____

TO: _____

FROM: _____

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

Positive/Negative (circle one)

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

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

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EXHIBIT 3 – SNOW PLOW WAGE SCALE

Snowplow Driver 1 (Class D)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Effective</u>	<u>Start</u>	<u>1-year</u>	<u>5-year</u>	<u>10-year</u>	<u>15-year</u>
<u>1/1/24</u>	<u>21.14</u>	<u>22.197</u>	<u>23.30685</u>	<u>24.47219</u>	<u>25.6958</u>

Snowplow Driver 2 (Class A or B)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Effective</u>	<u>Start</u>	<u>1-year</u>	<u>5-year</u>	<u>10-year</u>	<u>15-year</u>
<u>1/1/24</u>	<u>28.2</u>	<u>29.61</u>	<u>31.0905</u>	<u>32.64503</u>	<u>34.27728</u>

UPDATED:

10/21/24 16% OVER PREVIOUS YEAR

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COURI & RUPPE, P.L.L.P

Attorneys at law

705 Central Avenue East

PO Box 369

St. Michael, MN 55376-0369

(763) 497-1930

(763) 497-2599 (FAX)

www.couriruppe.com

Michael C. Couri*

Robert T. Ruppe**

Mark S. Allseits

**Also Licensed in Illinois*

***Also Licensed in California*

June 17, 2025

VIA EMAIL

Kimmer3200@gmail.com

Kim Romine

28312 139th Street NW

Zimmerman, MN 55398

Re: City of Baldwin; 139th Street NW

Dear Ms. Romine,

This office represents the City of Baldwin. Your email to City Planner Dan Licht about the possibility of the City adopting a "No Parking Ordinance" for 139th Street NW has been forwarded to my office for a response.

I have reviewed the Plat for Cool Spring Acres as recorded with the Office of the Sherburne County Recorder. Under Minnesota law when an owner develops a plat, he or she is required to show all roads intended to be dedicated to the public. See Minn. Stat. § 505.021 & 505.03. When a plat is recorded, all lands dedicated for public use are held in trust in the Township's name for the purpose indicated on the plat. See Minn. Stat. § 505.01. Once the roads are dedicated, the Town Board decides when or if it will open and maintain the platted roads. *Town of Red Rock*, 250 N.W.2d at 831 (citations omitted); Op. Atty. Gen., 377B-10H, Nov. 16, 1967; Op. Atty. Gen., 377-A-4, June 17, 1957. With regard to the Plat for Cool Spring Acres, the language of the plat expresses that what is now known as 139th Street NW and shown on the plat as "Cool Spring Road" was intended by the developer to be dedicated to the Township for public road purposes.

However, in 1996 pursuant to Minn. Stat. § 368.01, the Town Board voted to vacate its interest in Cool Spring Road by adopting "Resolution of Town Board Vacating Street" which was recorded on July 19, 1996 as Document No. 329183 with the Office of the Sherburne County Recorder. When a road is vacated, it means that the public's right-of way (the legal right to use and regulate the road) is terminated, and the land reverts to the abutting property owners. This essentially means that the road becomes private property again, and the owners of the abutting properties can use it as they see fit, subject to any existing easements or restrictions. As such, the City has no authority to regulate the use of the 139th Street NW road right-of-way by

Kim Romine
June 17, 2025
Page 2

adopting the requested “No Parking Ordinance”.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

Robert T. Ruppe
Couri & Ruppe, P.L.L.P.

Cc: City of Baldwin (via email)
Dan Licht (via email)







JUN - 9 2025



DATE: June 4th 2025

TO: **Baldwin City**

SUBJECT: Renewal of Tobacco License (July 1, 2025 - June 30, 2026)

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

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

Ridgewood Bay Resort

14255 288th Ave

Zimmerman, MN 55398

When completed, please return this form & along with applications with signature, ASAP,
to Sherburne County Auditor/Treasurer, Attn: Sheila Thank you.
(License does expire 6/30/25- County Board meets 6/24/2025)

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

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

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number
2895470

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

License Authority
License Number
Period Covered
Date of Issuance

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

☒ Over Counter ☐ Through Vending Machine ☐ Both

Licensee's Legal Name Ridgewood Bay Resort Inc.				Federal Employer ID Number (FBN)	
Business Trade Name (doing business as)				Daytime Phone	
Complete Address of Business Location (permit location) 19255 288th Ave N.W.				County Sherburne	
City 21 MORMAN		State MN		ZIP Code 55398	
Mailing Address (if different than business address)		City		State ZIP Code	
				Email Address	

Type of legal organization (check one):

☐ Sole proprietor

☐ Partnership

☐ Other (describe) _____

☒ Minnesota corporation: Enter date of incorporation **12/1-1996**

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

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

Corporate officers or partners (attach a list if necessary)

Name Greg Sackett	Title President		
Address 19255 288th Ave	City 21 MORMAN	State MN	ZIP Code 55398
Name	Title		
Address	City	State	ZIP Code

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

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

Licensee Signature **Gregory A Sackett** Title **President** Print Name **Gregory A Sackett** Date **9/11/25** Daytime Phone **320-217-4900**

Licensing Agent's Signature _____ Title _____ Print Name _____ Date _____ Daytime Phone _____

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

Licensing authority: Mail, email or fax to:

Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us

State of Minnesota,
County of Sherburne

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

APPLICATION TYPE - CHECK ONE

☐ New or Transfer
☒ Renewal

Applicant's Name (Business, Partnership, Corporation) <i>Ridgewood Bay Resort Inc.</i>		DBA or Trade Name		
License Address <i>14255 288th Ave. N.W.</i>		Business Phone <i>(763) 389-3818</i>	Applicant's Home No. <i>(720) 217-4900</i>	
City <i>Zimmerman</i>	County <i>Sherburne</i>	State <i>MN.</i>	Zip Code <i>55398</i>	License Period From <i>(7-1-25)</i> To <i>(6-30-26)</i>

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

Name <i>Greg Sackett</i>	Title <i>President</i>	Age <i>66</i>	%Stock/Int <i>100</i>
Address <i>14255 288th Ave. N.W.</i>	City <i>Zimmerman</i>		State <i>MN.</i>
Name	Title	Age	%Stock/Int
Address	City		State
Name	Title	Age	%Stock/Int
Address	City		State

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

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

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

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

ORDINANCE NO. 2025-11

**ORDINANCE AMENDING ORDINANCE NUMBERS 2024-07 AND 600
RELATING TO ON-SALE, SUNDAY, INTOXICATING LIQUOR**

The City Council of Baldwin, Minnesota ordains:

Section 1. Ordinance No. 2024-07, Section 9(C), On-Sale Sunday, Intoxicating, is amended to read as follows:

(C) On-Sale Sunday, Intoxicating. The City Council shall be authorized to issue On-Sale Sunday intoxicating liquor licenses pursuant to M.S. Chapter 340A, as it may be amended from time to time. The fee for an on-sale Sunday, intoxicating license established by the Council under the provisions of Section 10 of this Ordinance shall not exceed one-half of the license fee charged for an on-sale Sunday intoxicating liquor license.

Section 2. Ordinance No. 600, as last amended by Ordinance No. -2025-09, Section 1, Liquor License Fees, is amended to add a fee of \$200 per year for On-Sale Sunday, Intoxicating.

Section 3. This Amended Ordinance shall be effective upon passage and publication in the official City newspaper.

Passed by the City Council of Baldwin, Minnesota this 23rd day of June 2025.

Jay Swanson, Mayor

Attested:

Joan Heinen, Clerk



Benefits Proposal Prepared for: City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Quote Id: 885469

Prepared by Todd Stead of IFC National Marketing
tstead@ifcnationalmarketing.com

6/18/25
Group SIC Code:
Number of Subscribers: 4
Number of Employees: 4
Group Zip/County: 55371, Sherburne

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City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Medical Coverage Options		HealthPartners \$4000-\$40 Gold SE Open Access Fully Insured View PDF	HealthPartners \$4000-\$40 Gold SE Open Access Fully Insured View PDF	HealthPartners \$6000-\$70 Silver SE Open Access Fully Insured View PDF	Medica Medica Choice Passport MN 4000-35/150-40% Silver-Rx Copays Fully Insured View PDF
Benefits Summary		Current View PDF	Mapped Renewal View PDF	Alternate Option 1 View PDF	Alternate Option 2 View PDF
Network		HealthPartners - Open Access PPO	HealthPartners - Open Access PPO	HealthPartners - Open Access PPO	Medica Choice Passport MN 4000-35/150-40% Silver-Rx Copays
Covered Employees / Total Employees		N/A 4 / 4	N/A 4 / 4	N/A 4 / 4	N/A 4 / 4
Embedded Deductible		Embedded	Embedded	Embedded	Embedded
Deductible Individual (IN / OON)		\$4,000 / \$10,000	\$4,000 / \$10,000	\$6,000 / \$10,000	\$4,000 / \$10,000
Deductible Family (IN / OON)		\$12,000 / \$20,000	\$12,000 / \$20,000	\$18,000 / \$20,000	\$12,000 / \$20,000
OOP Max Individual (IN / OON)		\$6,100 / \$30,000	\$6,100 / \$30,000	\$9,000 / \$30,000	\$8,500 / N/A
OOP Max Family (IN / OON)		\$12,200 / \$60,000	\$12,200 / \$60,000	\$18,000 / \$60,000	\$17,000 / N/A
Coinurance (IN / OON)		30% / 50%	30% / 50%	30% / 50%	40% / 50%
PCP Visit Copay		\$40	\$40	\$70	\$35
Specialist Visit Copay		\$40	\$40	\$70	\$150
Telemedicine Copay		\$0	\$0	\$0	See Plan Document
Urgent Care Copay		\$40	\$40	\$70	\$35
ER Copay		30% after deductible	30% after deductible	30% after deductible	40% after deductible
Outpatient Diagnostic Labs / X-Ray		30% after deductible	30% after deductible	30% after deductible	40% after deductible
Outpatient Complex Imaging		30% after deductible	30% after deductible	30% after deductible	40% after deductible
Physical / Occupational Therapy		\$40	\$40	\$70	\$35
Inpatient Hospital		30% after deductible	30% after deductible	30% after deductible	40% after deductible
Outpatient Surgery		30% after deductible	30% after deductible	30% after deductible	40% after deductible
Durable Medical Equipment		30% after deductible	30% after deductible	30% after deductible	40% after deductible
Pediatric Dental		Preventive services: \$0 1 exam/12 months: \$0, 1 pair/12 months: 30% after deductible	Preventive services: \$0 1 exam/12 months: \$0, 1 pair/12 months: 30% after deductible	Preventive services: \$0 1 exam/12 months: \$0, 1 pair/12 months: 30% after deductible	N/A 1 exam/12 months: \$0, 1 pair/12 months: 40% after deductible
Pediatric Vision		In Network: None \$5/\$25/\$60/\$150 20% \$15/\$75/\$180/\$450	In Network: None \$5/\$25/\$60/\$150 20% \$15/\$75/\$180/\$450	In Network: None \$5/\$25/\$60/\$150 20% \$15/\$75/\$180/\$450	In Network: None \$20/\$75/\$160 \$500/\$600/N/A/N/A \$40/\$150/\$320
Rx Deductible					
Rx Retail					
Rx Specialty					
Rx Mail Order					
Cost Summary		Current	Mapped Renewal	Alternate Option 1	Alternate Option 2
Monthly Premium		\$3,177.77	\$3,708.96	\$3,354.36	\$3,002.72
Annual Premium		\$38,133.24	\$44,507.52	\$40,252.32	\$36,032.64
Monthly Premium Change			\$531.19	\$176.59	-\$175.05
Premium Change %			16.72%	5.56%	-5.51%
Employer Premium Contribution		\$3,177.77	\$3,708.96	\$3,354.36	\$3,002.72
Employee Premium Contribution		\$0.00	\$0.00	\$0.00	\$0.00

Rates are subject to change based on final enrollment.
 Programs are subject to change. This is a brief description of benefits provided for demonstration purposes only.
 Actual benefits, limitations and exclusions are set forth in the certificate of insurance issued to members.
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City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Medical Coverage Options		HealthPartners	HealthPartners	BlueCross BlueShield of Minnesota
		\$4000-\$40 Gold SE Open Access <i>Fully Insured</i> View PDF	\$4000-\$40 Gold SE Open Access <i>Fully Insured</i> View PDF	BlueAccess Silver \$4200 Plan 626 <i>Fully Insured</i> View PDF
Benefits Summary		Current	Mapped Renewal	Alternate Option 3
Network		HealthPartners - Open Access PPO	HealthPartners - Open Access PPO	BCBS - Aware PPO
Health Account Compatibility		N/A	N/A	N/A
Covered Employees / Total Employees		4 / 4	4 / 4	4 / 4
Embedded Deductible		Embedded	Embedded	Embedded
Deductible Individual (IN / OON)		\$4,000 / \$10,000	\$4,000 / \$10,000	\$4,200 / \$10,000
Deductible Family (IN / OON)		\$12,000 / \$20,000	\$12,000 / \$20,000	\$8,400 / \$20,000
OOP Max Individual (IN / OON)		\$6,100 / \$30,000	\$6,100 / \$30,000	\$8,400 / \$30,000
OOP Max Family (IN / OON)		\$12,200 / \$60,000	\$12,200 / \$60,000	\$16,800 / \$60,000
Coinurance (IN / OON)		30% / 50%	30% / 50%	40% / 50%
PCP Visit Copay		\$40	\$40	\$55
Specialist Visit Copay		\$40	\$40	\$110
Telemedicine Copay		\$0	\$0	PCP: \$0 first 5 visits, then \$55, SPC: \$110
Urgent Care Copay		\$40	\$40	PCP: \$55, SPC: \$110
ER Copay		30% after deductible	30% after deductible	40% after deductible
Outpatient Diagnostic Labs / X-Ray		30% after deductible	30% after deductible	40% after deductible
Outpatient Complex Imaging		30% after deductible	30% after deductible	40% after deductible
Physical / Occupational Therapy		\$40	\$40	Facility: 40% after deductible / Office: \$55
Inpatient Hospital		30% after deductible	30% after deductible	40% after deductible
Outpatient Surgery		30% after deductible	30% after deductible	40% after deductible
Durable Medical Equipment		30% after deductible	30% after deductible	40% after deductible
Pediatric Dental		Preventive services: \$0	Preventive services: \$0	N/A
Pediatric Vision		1 exam/12 months: \$0, 1 pair/12 months: 30% after deductible	1 exam/12 months: \$0, 1 pair/12 months: 30% after deductible	1 exam/12 months: \$0, 1 pair/12 months: 40% after deductible
Rx Deductible		In Network: None	In Network: None	In Network: None
Rx Retail		\$5/\$25/\$60/\$150	\$5/\$25/\$60/\$150	\$20/\$75/\$150
Rx Specialty		20%	20%	40%/N/A
Rx Mail Order		\$15/\$75/\$180/\$450	\$15/\$75/\$180/\$450	\$60/\$225/\$450
Cost Summary		Current	Mapped Renewal	Alternate Option 3
Monthly Premium		\$3,177.77	\$3,708.96	\$3,243.45
Annual Premium		\$38,133.24	\$44,507.52	\$38,921.40
Monthly Premium Change			\$531.19	\$65.68
Premium Change %			16.72%	2.07%
Employer Premium Contribution		\$3,177.77	\$3,708.96	\$3,243.45
Employee Premium Contribution		\$0.00	\$0.00	\$0.00

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 powered by **benefix**

City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Census Details					HealthPartners					HealthPartners					HealthPartners					Medica					
Contribution Model: Member: EE: 100% / CH: 0%					\$4000-\$40 Gold SE Open Access					\$4000-\$40 Gold SE Open Access					\$6000-\$70 Silver SE Open Access					Medica Choice Passport MN 4000-35/150-40% Silver-Rx					
Pay Frequency: Monthly					Fully Insured					Fully Insured					Fully Insured					Fully Insured					
					View PDF					View PDF					View PDF					View PDF					
Composite Rates					Current					Mapped Renewal					Alternate Option 1					Alternate Option 2					
Employee					4																				
Employee & Spouse					0																				
Employee & Child					0																				
Employee & Children					0																				
Employee & Family					0																				
Name	Type	Tier	Coverage	DOS	ZIP Code	Rate	Total Rate	ER	EE	Payroll Deduction	Rate	Total Rate	ER	EE	Payroll Deduction	Rate	Total Rate	ER	EE	Payroll Deduction					
Phillip Fadden	EE	EE	3/8/1962	55371		1,194.68	1,194.68	1,194.68		-	1,394.94	1,394.94	1,394.94		-	1,261.57	1,261.57	1,261.57		-					
Zachary Good	EE	EE	1/27/1987	55371		514.80	514.80	514.80		-	588.78	588.78	588.78		-	532.49	532.49	476.67		-					
Joan Helton	EE	EE	1/27/1967	55371		970.13	970.13	970.13		-	1,151.58	1,151.58	1,151.58		-	1,041.48	1,041.48	932.30		-					
Kayla Nelson	EE	EE	7/10/1991	55371		498.16	498.16	498.16		-	573.66	573.66	573.66		-	518.82	518.82	464.43		-					
Cost Summary						Current					Mapped Renewal					Alternate Option 1					Alternate Option 2				
Monthly Premium						\$3,177.77					\$3,708.96					\$3,354.36					\$3,002.72				
Annual Premium						\$38,133.24					\$44,507.52					\$40,252.32					\$36,032.64				
Monthly Premium Change																									
Premium Change %																									
Employee Premium Contribution						\$3,177.77					\$3,708.96					\$3,354.36					\$3,002.72				
Employee Premium Contribution						\$0.00					\$0.00					\$0.00					\$0.00				

Rates are subject to change based on final enrollment.
 Programs are subject to change. This is a one-way comparison of benefits provided for demonstration purposes only.
 Actual benefits, limitations and exclusions are set forth in the certificate of insurance issued to members.
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City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Census Details				HealthPartners \$4000-\$40 Gold SE Open Access Fully Insured View PDF				HealthPartners \$4000-\$40 Gold SE Open Access Fully Insured View PDF				BlueCross BlueShield of Minnesota BlueAccess Silver \$4200 Plan 626 Fully Insured View PDF			
Contribution Model: Member: EE: 100% / CH: 0% Pay Frequency: Monthly				Current				Mapped Renewal				Alternate Option 3			
Composite Rates															
Employee				4											
Employee & Spouse				0											
Employee & Child				0											
Employee & Children				0											
Employee & Family				0											
Name	Type	Coverage Tier	DOB	ZIP Code	Rate	Total Rate	ER	EE	Payroll Deduction	Rate	Total Rate	ER	EE	Payroll Deduction	
Phillip Fadden	EE	EE	3/8/1962	55371	1,194.68	1,194.68	1,194.68	-	-	1,394.94	1,394.94	1,394.94	-	-	-
Zachary Good	EE	EE	1/27/1987	55371	514.80	514.80	514.80	-	-	588.78	588.78	588.78	-	-	-
Joan Heinen	EE	EE	11/27/1967	55371	970.13	970.13	970.13	-	-	1,151.58	1,151.58	1,151.58	-	-	-
Kayla Nielsen	EE	EE	7/10/1991	55371	498.16	498.16	498.16	-	-	573.66	573.66	573.66	-	-	-
Cost Summary				Current				Mapped Renewal				Alternate Option 3			
Monthly Premium				\$3,177.77				\$3,708.96				\$3,243.45			
Annual Premium				\$38,133.24				\$44,507.52				\$38,921.40			
Monthly Premium Change								\$531.19				\$65.68			
Premium Change %								16.72%				2.07%			
Employer Premium Contribution				\$3,177.77				\$3,708.96				\$3,243.45			
Employee Premium Contribution				\$0.00				\$0.00				\$0.00			

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Benefits Proposal Prepared for: City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Quote Id: 886653

Prepared by Todd Stead of IFC National Marketing
tstead@ifcnationalmarketing.com

6/18/25
Group SIC Code:
Number of Subscribers: 4
Number of Employees: 4
Group Zip/County: 55371, Sherburne

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City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Medical Coverage Options		Medica	Medica
		Medica Choice Passport MN 4000-35/150-40% Silver-Rx Copays <i>Fully Insured</i> View PDF	Medica Choice Passport MN 6250-0% HSA Silver <i>Fully Insured</i> View PDF
Benefits Summary		Alternate Option 1	Alternate Option 2
Network		Medica - Medica Choice Passport PPO	Medica - Medica Choice Passport PPO
Health Account Compatibility		N/A	HSA Compatible
Covered Employees / Total Employees		4 / 4	4 / 4
Embedded Deductible		Embedded	Embedded
Deductible Individual (IN / OON)		\$4,000 / \$10,000	\$6,250 / \$10,000
Deductible Family (IN / OON)		\$12,000 / \$20,000	\$12,500 / \$20,000
OOP Max Individual (IN / OON)		\$8,500 / N/A	\$6,250 / N/A
OOP Max Family (IN / OON)		\$17,000 / N/A	\$12,500 / N/A
Coinurance (IN / OON)		40% / 50%	0% / 50%
PCP Visit Copay		\$35	\$0 after deductible
Specialist Visit Copay		\$150	\$0 after deductible
Telemedicine Copay		See Plan Document	See Plan Document
Urgent Care Copay		\$35	\$0 after deductible
ER Copay		40% after deductible	\$0 after deductible
Outpatient Diagnostic Labs / X-Ray		40% after deductible	\$0 after deductible
Outpatient Complex Imaging		40% after deductible	\$0 after deductible
Physical / Occupational Therapy		\$35	\$0 after deductible
Inpatient Hospital		40% after deductible	Facility: \$0 after deductible / Physician: \$0 after deductible
Outpatient Surgery		40% after deductible	Facility: \$0 after deductible / Physician: \$0 after deductible
Durable Medical Equipment		40% after deductible	\$0 after deductible
Pediatric Dental		N/A	N/A
Pediatric Vision		1 exam/12 months: \$0, 1 pair/12 months: 40% after deductible	1 exam/12 months: \$0, 1 pair/12 months: \$0 after deductible
Rx Deductible		In Network: None	In Network: Integrated
Rx Retail		\$20/\$75/\$160	\$0 after deductible
Rx Specialty		\$500/\$600/N/A/N/A	\$0/\$0/N/A/N/A after deductible
Rx Mail Order		\$40/\$150/\$320	\$0 after deductible
Cost Summary		Alternate Option 1	Alternate Option 2
Monthly Premium		\$3,002.72	\$3,203.19
Annual Premium		\$36,032.64	\$38,438.28
Employer Premium Contribution		\$3,002.72	\$3,203.19
Employee Premium Contribution		\$0.00	\$0.00

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City of Baldwin

Effective Date: 8/1/2025 | Group Size: 4

Census Details

Contribution Model: Member: EE: 100% / CH: 0%

Pay Frequency: Monthly

Medica

Medica Choice Passport MN 4000-35/150-40% Silver-Rx Copays

Fully Insured
[View PDF](#)

Medica Choice Passport MN 6250-0% HSA Silver

Fully Insured
[View PDF](#)

Composite Rates

Employee	4
Employee & Spouse	0
Employee & Child	0
Employee & Children	0
Employee & Family	0

Alternate Option 1

Alternate Option 2

Name	Type	Coverage Tier	DOB	ZIP Code	Rate	Total Rate	ER	EE	Payroll Deduction	Rate	Total Rate	ER	EE	Payroll Deduction
Phillip Fadden	EE	EE	3/8/1962	55371	1,129.32	1,129.32	1,129.32	-	-	1,204.72	1,204.72	1,204.72	-	-
Zachary Good	EE	EE	1/27/1987	55371	476.67	476.67	476.67	-	-	508.49	508.49	508.49	-	-
Joan Heinen	EE	EE	11/27/1967	55371	932.30	932.30	932.30	-	-	994.54	994.54	994.54	-	-
Kayla Nielsen	EE	EE	7/10/1991	55371	464.43	464.43	464.43	-	-	495.44	495.44	495.44	-	-

Cost Summary

Monthly Premium	\$3,002.72	Alternate Option 1	\$3,203.19
Annual Premium	\$36,032.64		\$38,438.28
Employer Premium Contribution	\$3,002.72		\$3,203.19
Employee Premium Contribution	\$0.00		\$0.00

Rates are subject to change based on final enrollment.

Programs are subject to change. This is a brief description of benefits provided for demonstration purposes only.
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