



**AGENDA FOR FEBRUARY 2ND, 2026
BALDWIN CITY COUNCIL SPECIAL MEETING
6:00 p.m.
(Revised 01/26/2026)**

- I. Call to Order
- II. Pledge of Allegiance
- III Discuss Fire Department Response Model Apparatus Positioning
- IV. Discussion with Blue Hill Town Board on Fire Contract
- V. Discuss/Approve/Disapprove Revised Blue Hill Fire Contract
- VI. Adjourn

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.

Blue Hill formulas

of calls to Blue Hill over the last 3 Years (Est 2023-2025)

	<u>BH</u>	<u>BH +Baldwin</u>	<u>Average over past 3 years</u>
2025-	83	403	256 BH/1084 BH + Baldwin
2024-	96	349	23.61%
2023-	77	332	(Blue Hill numbers are from Princeton)

Taxable Market Value 2025 \$393,490,090/\$393,490,090+ \$1,169,760,338

25.17%- BH/BH +Baldwin

Population 2025 BH-2693, Baldwin-7135

27.4%- BH/BH + Baldwin

Total: 76.18% / 3 = **25.39%** of town cost allocation

Baldwin Fire Operational Budget for 2025

Fire Fund - \$200,000 = \$200,000

\$200,000 X 25.39%= \$50,780

Budget Town% Payment

FIRE SERVICE AGREEMENT

This contract is made and entered into this 23rd day of June, 2025 ("Anniversary Date") between the City of Baldwin, 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, 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

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, 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 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 a 3 year period: _____ %

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) 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 state demographers' estimate for the year two years prior to the year of service. For example, in 2027, the 2025 population shall be used in the formula.
- 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 the Fire Fund which the City has coded as the 250 fire fund. The Fire 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 its Fire fund to any other City fund.

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 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 to settle the Payment Amount for the current service 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.
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.

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.

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.

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.

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.
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.
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.
16. **Subcontracting & Assignment.** Baldwin shall not subcontract or assign any portion of this contract to another without prior written permission from Blue Hill.

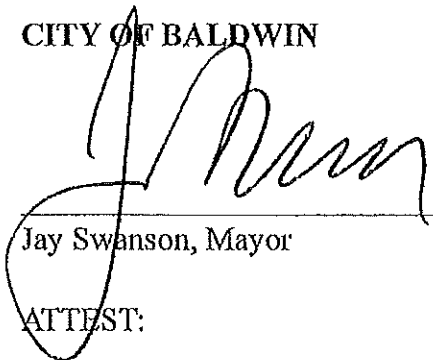
Services provided to Blue Hill pursuant to a mutual aid agreement Baldwin has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Blue Hill so long as Baldwin remains primarily responsible for providing fire services to Blue Hill's Service Territory.

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.
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.
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.
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.

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.

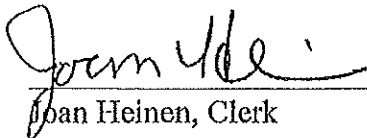
IN WITNESS WHEREOF, the respective parties have caused this instrument to be executed on the date first above written by respective officers of Blue Hill Township and the City of Baldwin.

CITY OF BALDWIN



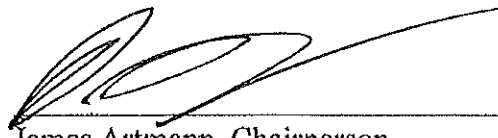
Jay Swanson, Mayor

ATTEST:



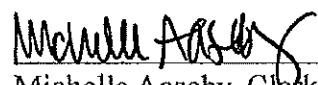
Joan Heinen, Clerk

BLUE HILL TOWNSHIP



James Artmann, Chairperson

ATTEST:



Michelle Aaseby, Clerk