



AGENDA FOR MARCH 18TH, 2026
CITY OF BALDWIN REGULAR MEETING
7:00 p.m.
(Revised 03/13/2026)

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 Quote from M-R Sign for \$2759.10 for Street Sign Round Posts
- Approve City Council Meeting Minutes for March 4th, 2026
- Approve IRS Federal Tax Status Letter
- Approve First Amended Prosecution Agreement Between City of Baldwin and Sherburne County
- Approve Ordinance No. 2026-03, Amending Ordinance No. 400 Regulating Animals

Sherburne County Attorney Updates: Dawn Nyhus

Sherburne County Commissioner Updates: Brad Schumacher

Engineering:

- a. Discuss/Approve/Disapprove Hakanson Anderson Updating GIS Cemetery Map with Approximate Cost of \$64.00 to \$67.50 per plot
- b. Discuss/Approve/Disapprove Hakanson Anderson Looking into Catch Basin/Curb at Sandy Lake and Curb for Lake Diann
- c. Discuss/Approve/Disapprove Releasing for Bid on Reclaim and Pave Project for 299th Avenue, 300th Avenue, and 129th Street
- d. Discuss/Approve/Disapprove Resolution 26-07, Approving Construction Plans and Project Specifications and Authorizing Advertisement for Bids
- e. Discuss/Approve/Disapprove Resolution 26-08, Administration of the Minnesota Wetland Conservation Act

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.

Frontier Trails Update:

- a. Discuss 2025 Annual Report from Natural Systems Utilities

Road Report – Alan Walker

- a. Discuss Public Works Report
- b. Discuss/Approve/Disapprove Quote for Ditch Mowing in 2026 of \$9,200.00
- c. Discuss Culvert Concerns
- d. Discuss/Approve/Disapprove Road Sign Estimate of \$2500.00
- e. Discuss 127th Street Cul De Sac

Tabled Items:

- a. Discuss/Approve/Disapprove IPAWS TextMyGov Alerts – Scott Case
- b. Discuss PID# 01-00404-0001 – City Attorney
- c. Discuss/Approve/Disapprove Ordinance Change for Underground Power Lines – Jay Swanson
- d. Discuss/Approve/Disapprove Resolution 26-04, Delegating Authority to Certain City Officials to Enter into Certain Contracts – Jay Swanson
- e. Schedule Workshop to Review All Job Descriptions – Jay Swanson
- f. Discuss/Approve/Disapprove Proposal from Auditors on PFML Review - Clerk

New Business:

- a. Discuss/Approve/Disapprove Letter Regarding 10% Donation of Net Profit for Charitable Gambling – City Attorney
- b. Discuss/Approve/Disapprove Resolution 26-06, Display of Minnesota State Flag – Jay Swanson
- c. Discuss/Approve/Disapprove RFP for Auditors – Jay Swanson
- d. Discuss/Approve/Disapprove \$278.00 Additional Cost for Baldwin Newspaper Insert – Scott Case
- e. Discuss 2026 Clean-Up Day Fees – Tom Rush
- f. Discuss/Approve/Disapprove 2026 Recycling Day Grant Agreement – Tom Rush
- g. Discuss/Approve/Disapprove ARC Irrigation Services of \$3316.28 for Fertilization/Weed Control at Young Park and Goose Lake Park – Tom Rush
- h. Discuss/Approve/Disapprove Marlene Nelson as Cemetery Sexton – Tom Rush
- i. Discuss/Approve/Disapprove Cemetery Policy and Rates – Tom Rush
- j. Discuss Rental of Young Park Ball Field – Tom Rush
- k. Discuss/Approve/Disapprove Grant Locke Encroachment Agreement Amendment – City Attorney

Announcement:

- a. Park Committee Meeting Thursday, March 19th, 2026, at 7:00 p.m.
- b. Baldwin Easter Egg Hunt at Young Park Saturday, March 21st, 2026, at 10:00 a.m.
- c. Planning Commission Meeting Wednesday, March 25th, 2026, at 7:00 p.m.
- d. Next City Council Meeting Wednesday, April 1st, 2026, at 7:00 p.m.
- e. Local Board of Appeal & Equalization Thursday, April 16th, 2026, at 3:00 p.m.

Any Other Business:

Approve Bill for Payment:

Adjourn:

CITY OF BALDWIN

*Cash Balances

Cash Account: 10100

March 2026

Fund	Begin March 2026	Transfers				JE Payroll	Balance No Investments	Investments	Balance	
		Receipts	Disbursements	Rec/Disb	Journal Entries					
10100 - Old National Bank										
101 - General Fund	(\$701,830.83)	\$3,736.60	(\$34,901.21)	\$0.00	\$0.00	(\$15,612.02)	(\$748,607.46)	\$0.00	(\$748,607.46)	In Bal
225 - Cemetery Fund	\$8,176.26		(\$148.00)	\$0.00	\$0.00	(\$116.17)	\$7,912.09		\$7,912.09	In Bal
250 - Fire Fund	\$74,986.54	\$350.00	(\$6,235.47)	\$0.00	\$0.00	(\$3,908.22)	\$65,192.85		\$65,192.85	In Bal
275 - Street Capital	\$918,665.20		(\$17,733.50)	\$0.00	\$0.00		\$900,931.70		\$900,931.70	In Bal
301 - G.O. 2017A	\$232,125.10			\$0.00	\$0.00		\$232,125.10		\$232,125.10	In Bal
302 - G.O. 2024A	\$11,912.95			\$0.00	\$0.00		\$11,912.95		\$11,912.95	In Bal
401 - Capital Project Fund	\$170,951.16			\$0.00	\$0.00		\$170,951.16		\$170,951.16	In Bal
402 - Fire Services	\$20,377.47			\$0.00	\$0.00		\$20,377.47		\$20,377.47	In Bal
403 - Fire Infrastructure Fund	\$255,741.00			\$0.00	\$0.00		\$255,741.00		\$255,741.00	In Bal
404 - Parks Capital Fund	\$68,919.53	\$125.00	(\$604.19)	\$0.00	\$0.00	(\$292.46)	\$68,147.88		\$68,147.88	In Bal
602 - Sewer Fund	\$41,216.20	\$5,395.00	(\$3,422.64)	\$0.00	\$0.00	(\$271.11)	\$42,917.45		\$42,917.45	In Bal
801 - Developers Account - Escrow	\$193,547.76	\$6,652.50	(\$4,612.00)	\$0.00	\$0.00		\$195,588.26		\$195,588.26	In Bal
802 - Baldwin Estates Escrow	\$2,389.61			\$0.00	\$0.00		\$2,389.61		\$2,389.61	In Bal
804 - Buck Run Escrow	\$15,401.81			\$0.00	\$0.00		\$15,401.81		\$15,401.81	In Bal
805 - Sumser Farms 1st Addt Escr	\$2,186.41			\$0.00	\$0.00		\$2,186.41		\$2,186.41	In Bal
				MTD Amounts		Begin + YTD				
Begin	\$1,314,766.17		Investments	\$0.00		\$0.00	\$0.00		\$0.00	
Receipt	\$16,259.10		Petty Cash	\$0.00			\$0.00		\$0.00	
Disbursements	(\$67,657.01)		Savings	\$0.00			\$0.00		\$0.00	
Transfers Rec/Disb	\$0.00		Money Market	\$0.00			\$0.00		\$0.00	
Transfers JE	\$0.00									
JE Payroll	(\$20,199.98)		Balance	\$1,243,168.28			In Balance			

Fund	Begin February 2026	Transfers				JE Payroll	Balance No Investments	Balance
		Receipts	Disbursements	Rec/Disb	Journal Entries			
10100 - Old National Bank								
101 - General Fund	(\$681,300.43)	\$82,430.07	(\$86,591.35)	\$0.00	\$2.04	(\$16,369.12)	(\$701,828.79)	In Bal (\$701,828.79)
225 - Cemetery Fund	\$8,281.99	\$1.92		\$0.00		(\$107.65)	\$8,176.26	In Bal \$8,176.26
250 - Fire Fund	\$89,084.50	\$37.61	(\$9,774.97)	\$0.00		(\$4,360.60)	\$74,986.54	In Bal \$74,986.54
275 - Street Capital	\$927,188.70	\$215.75	(\$8,739.25)	\$0.00			\$918,665.20	In Bal \$918,665.20
301 - G.O. 2017A	\$232,070.59	\$54.51		\$0.00			\$232,125.10	In Bal \$232,125.10
302 - G.O. 2024A	\$11,910.15	\$2.80		\$0.00			\$11,912.95	In Bal \$11,912.95
401 - Capital Project Fund	\$170,911.01	\$40.15		\$0.00			\$170,951.16	In Bal \$170,951.16
402 - Fire Services	\$20,372.68	\$4.79		\$0.00			\$20,377.47	In Bal \$20,377.47
403 - Fire Infrastructure Fund	\$255,680.94	\$60.06		\$0.00			\$255,741.00	In Bal \$255,741.00
404 - Parks Capital Fund	\$69,058.19	\$16.19	(\$127.52)	\$0.00		(\$27.33)	\$68,919.53	In Bal \$68,919.53
602 - Sewer Fund	\$38,121.84	\$5,633.67	(\$2,539.31)	\$0.00			\$41,216.20	In Bal \$41,216.20
801 - Developers Account - Escrow	\$186,256.69	\$9,938.00	(\$2,646.93)	\$0.00			\$193,547.76	In Bal \$193,547.76
802 - Baldwin Estates Escrow	\$1,489.61	\$900.00		\$0.00			\$2,389.61	In Bal \$2,389.61
804 - Buck Run Escrow	\$15,546.81		(\$145.00)	\$0.00			\$15,401.81	In Bal \$15,401.81
805 - Sumser Farms 1st Addt Escr	\$2,186.41			\$0.00			\$2,186.41	In Bal \$2,186.41
Begin	MTD Amounts \$1,346,859.68	YTD Amounts \$1,725,232.91	MTD Amounts Investments	Begin + YTD \$0.00				
Receipt	\$99,335.52	\$177,635.10	Petty Cash	\$0.00				
Disbursements	(\$110,564.33)	(\$498,106.05)	Savings	\$0.00				
Transfers Rec/Disb	\$0.00	\$0.00	Money Market	\$0.00				
Transfers JE	\$2.04	\$2.04						
JE Payroll	(\$20,864.70)	(\$89,995.79)	Balance	\$1,314,768.21	In Balance			

**M-R Sign Co., Inc.**

1706 1st Avenue North
Fergus Falls, MN 56537
Phone: (218) 736-5681
Fax: (218) 736-4070

QUOTATION

Quote No: 14949

Date: 03/02/26

Quote: BALDWIN, CITY OF
30239 - 128TH STREET NW
BALDWIN, MN 55371-3752

Attention: Zac

Phone No: 763-389-8931

Fax No: 763-389-2751

Quoted By: KARLA

Quantity	Stock Code	Description	Each	Line Total
30	RP12-238/080	12' X 2-3/8" DIA.--14 GA -23# GALVANIZED ROUND POST	53.490	1604.70
30	012-025003	CAP FLAT 812-F FOR 2-3/8" RND BA812 STREET SIGN BRACKET	19.240	577.20
30	012-025005	90 CROSS FLAT 812-F BA8A12 STREET SIGN BRACKET	19.240	577.20
		** PLUS FREIGHT **		
		Or available for Pick-up		
Thank-you! Karla				

Line Total	2759.10
Sales Tax	0.00
Freight	0.00
Quote Total	2759.10



BALDWIN CITY COUNCIL REGULAR MEETING

MARCH 4th, 2026

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

Also Present – City Planning & Zoning Administrator; Dan Licht from The Planning Company (TPC)

Call to Order – The March 4th, 2026, 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

Additions/Corrections to Agenda

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

March 2026 Preliminary Treasurer's Report – The Clerk/Treasurer reported a beginning balance of \$1,314,454.36, receipts of \$5,395.00, disbursements of \$32,108.11 leaving an unaudited ending balance of \$1,287,741.25. The Clerk communicated that all City Council Members have a printed budget report. This was also included in the agenda packet for the meeting.

Sheriff's Report – Deputy Wilson reported a total of 195 calls for service in the City of Baldwin for the month of February 2026. These calls consisted of 7 motor vehicle accidents which included one aircraft emergency landing (no injuries). There were 4 fire assist calls, 18 medicals, 60 traffic stops, no burglaries were reported and 26 additional patrols were performed. There were 2 thefts, which were a generator that owner knew and a theft of a wallet from a vehicle, both with suspect leads. Mayor Swanson asked if there were any crime patterns over the last month and Deputy Wilson stated there is not.

Discuss 2026 Baldwin Clean-Up Day Fees and Questions – Roxie from Jim's Mille Lacs attended the meeting to discuss the increase in pricing they are experiencing and what will be passed down to the city for 2026 clean-up day. She stated that tire disposal costs went up 35%, which would be \$290.00 a ton to \$360.00 a ton. Other increased prices are the landfill fees, including host fees from Sherburne County. Car tire pricing increased from \$7.00 to \$10.00 from 2025, Box springs went up from \$20.00 to \$30.00. There was also an additional cost of \$5.00 for "dirty tires" but not a definition of these tires. Appliances, T. V's and computer pricing will remain the same.

Jeff Holm arrived at 7:06 p.m.

Fire Department Report – Captain Miller reported a total of 33 calls for the month of February 2026. These calls consisted of 4 fires, 25 medicals, 1 fire alarm, 1 aircraft emergency landing, 1 burning complaint and 1 personal injury accident. Rush asked how many fire calls so far for 2026 and Chief Case stated there are approximately 76 calls for 2026 to date.

Discuss/Approve/Disapprove Conway Shield Invoice for \$1594.02 – Rush/Walker unanimous to approve Conway Shield quote for \$1594.02 for rechargeable batteries.

Discuss/Approve/Disapprove Electrical Quote of \$752.00 for Fire Dance - Rush/Walker unanimous to approve Boe Electric quote for \$752.00.

Public Comment Requests:

Cal Watson – 13737 283rd Avenue N.W.: Mr. Watson attended the meeting tonight to represent the Santiago Lions, a generous organization, that has donated approximately \$29,000.00 to Baldwin Fire Department since 2019. The Lions plan to donate \$10,000.00 a year to Baldwin Fire Department. Mr. Watson believes the distribution is better controlled by the Santiago Lion's.

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

- Approve Escrow Refund to Ruff Start Rescue for \$2042.50
- Approve City Council Meeting Minutes for February 18th, 2026
- Approve 2025 Noxious Weed Control Report
- Approve Updated Oath of Office for a Planning Commissioner

Planning Items:

Discuss Code Enforcements:

PID# 01-00404-0806 – Complaint of inoperable vehicles, parking off the driveway, junk/debris and vehicle in ROW. Car has been removed.

PID# 01-00418-0125 – Junk/debris/outdoor storage. Citation was sent on February 17th, 2026, with no response. The request from City Planner is to send an additional citation and have City Attorney draft summons to be sent after the expiration of the appeal period on the second citation.

PID# 01-00467-0145 – Semi-tractor/trailer parking and living in a semi-truck sleeper. The request from City Planner is to send an additional citation and have City Attorney draft summons to be sent after the expiration of the appeal period on the second citation.

PID# 01-000407-0225 – Complaint was an RV used as a dwelling occupancy.

Agreement was reached with the property owner.

Case/Rush unanimous to approve enforcement as recommended by City Planner.

Discuss/Approve/Disapprove Publication in Summary Form Ordinance 2026-02. Revising the Fee Schedule Regarding Gambling Fees - Rush/Case unanimous to approve Ordinance 2026-02

Discuss/Approve/Disapprove Resolution 26-05; Country Pup Kennel IUP

Amendment – Walker/Case unanimous to approve resolution 26-05 with 5 conditions for Country Pup Kennel IUP. Full planning report on file in the Clerk's office and online at baldwinmn.gov under Agenda and Minutes/Agenda Packet.

Discuss Ordinances to be posted on website for educational purposes. Rush recommends putting the Ordinance regarding racetracks and cargo containers on website and publishing in the upcoming Baldwin newspaper. This would be for educational purposes to the public. Case recommends publishing a new ordinance each month on Baldwin's website. Holm stated that publishing the cargo containers prior to a decision made by the Planning Commission and City Council is not recommended. City Planner, Licht, suggested he bring a list to the April 1st, 2026, City Council meeting of ordinances that are frequently asked about. Swanson concurred with Licht.

Swanson discussed mandating 10% gambling funds being held by the City of Baldwin. **Rush/Holm unanimous to table** the charitable gambling fees until the March 18th, 2026, City Council meeting.

Park Committee Report – Rush discussed that the Park Committee met last month and Baldwin's City Planner also attended the meeting. The Park Committee has had some recent turnover. The Park Committee discussed waiting for the Planning Commission to finish the comp plan for directions to the Park Committee. The committee also discussed score boards for Young Park with an approximate cost of \$3000-\$5000. Rush also proposed businesses having advertisements posted on the fence at the Young Park ballfield.

Discuss Appreciation for Park Committee Member Lester Kriesel – Discussion of appreciation for Park Committee Member Lester Kriesel. Case recommends plaque, card or flowers. Rush will work on getting a plaque ordered.

Discuss/Approve/Disapprove Reappointment of Park Committee Member Robb Rydmark - Rush/Holm unanimous to approve reappointment for Park Committee Member Robb Rydmark.

Discuss/Approve/Disapprove Appointment of Park Committee Member Rose Marie Walker - Holm/Case unanimous to approve appointment of Park Committee Member Rose Marie Walker.

Discuss/Approve/Disapprove Resignation of Park Committee Member Sarah Koste - Rush/Case unanimous to approve resignation of Park Committee Member Sarah Koste. Swanson would like a card sent to Sarah stating appreciation of Sarah's 2 terms on the park committee.

Cemetery Update – None

Discuss Cemetery Sexton – Rush stated that the Public Works Department can fill in at the cemetery. This would be with more physical tasks until the Cemetery Sexton role is filled. Swanson suggested a previous employee for the Cemetery Sexton role. This previous employee has prior experience and knows the cemetery well. **Holm/Swanson unanimous to approve** Rush being interim until the position is filled. **Rush disapproved, motion carried.** The Clerk will reach out to surrounding areas and place an ad in the local newspaper if needed. **Rush/Walker unanimous to approve** placing ad in the local newspaper for a Cemetery Sexton if needed.

Discussion of rates and policy for Baldwin's cemetery to be discussed at the March 18th, 2026, City Council meeting

Tabled Items:

Discuss/Approve/Disapprove Resolution 26-04, Delegating Authority to Certain City Officials to Enter into Certain Contracts – Holm/Rush unanimous to table until the March 18th, 2026, City Council meeting.

New Business:

Discuss/Approve/Disapprove Job Descriptions for Public Works Supervisor, Clerk and Deputy Clerk – Case would like to see job descriptions for surrounding areas and more requirements added to the job descriptions. Holm suggested scheduling a City Council workshop to review all job descriptions thoroughly. **Holm/Case unanimous to table** until the March 18th, 2026, City Council meeting to review comparables. The City Council will determine at the March 18th, 2026, meeting if they have enough information to schedule a workshop.

Discuss/Approve/Disapprove Paid Family and Medical Leave Act Policy – Case/Rush unanimous to approve Paid Family and Medical Leave Act Policy.

Discuss/Approve/Disapprove Proposal for Review of PFML from Auditors – Holm/Walker unanimous to disapprove proposal. Friendly was given by Swanson for Clerk to get actual cost from Auditors. Holm/Walker accepted this friendly.

Discuss Meeting with City Engineers, Hakanson Anderson, on Upcoming Road Projects. City Council will propose with Hakanson Anderson to schedule a road project meeting for March 9th, 2026, at 1:00 p.m. This meeting will be attended by Mayor Swanson and Council Member Walker.

Discuss/Approve/Disapprove Continuing to Fly Old Minnesota State Flag – Holm/Walker unanimous to approve drawing up resolution to continue flying old Minnesota State flag.

Discuss Deadline for Agenda Packet Items - Case discussed a recommended deadline for agenda packet items to be sent to the Clerk by noon on Monday prior to a

Wednesday night meeting. The Clerk asked the City Council for a deadline for when they would like the agenda packet sent to them. Starting January 2026, City Council meetings moved from Monday night to Wednesday nights. The City Council said to send the agenda packet to the City Council by noon on Monday or Tuesday morning at the latest.

Announcements:

- a. Special Planning Commission Meeting Wednesday, March 11th, 2026, at 7:00 p.m.
- b. Next City Council Meeting Wednesday, March 18th, 2026, at 7:00 p.m.
- c. Easter Egg Hunt at Young Park Saturday, March 21st, 2026, at 10:00 a.m.
- d. Local Board of Appeal and Equalization Thursday, April 16th, 2026, at 3:00 p.m.

Any Other Business – Holm discussed the industrial solar farm in the City of Princeton. There is a proposal to possibly eliminate Connexus Energy from this area and add the Public Utilities Commission. Clerk to contact Connexus Energy on this issue.

City Planner, Licht, talked about GIS map software and that this software is usually used by City Engineers.

Approve Bills for Payment - Walker/Rush unanimous to approve check numbers 29325 – 29355 for \$32,108.11 and 4 EFT payments for \$5,207.33 for a total of \$37,315.44.

Adjourn – Holm/Rush unanimous to adjourn at 9:04 p.m.

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

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

Date

Attendees: Mark Mason, Roxanne Gerads, Wendy Weegman, Doug Rust, Gary & Cathy Kleinheksal, Cal Watson, Sharon Leider, Chad Miller and Bruce West

PHILADELPHIA PA 19255

In reply refer to: 3552284926
Mar. 04, 2026 LTR 4076C 0
41-1444633 000000 00

00017485
BODC: TE

MAR 09 2026

CITY OF BALDWIN
30239 128TH ST NW
BALDWIN MN 55371-3752



021863

Taxpayer identification number: 41-1444633
Person to contact: Customer Service
Toll-free telephone number: 877-829-5500

Dear Taxpayer:

We received your request dated Feb. 23, 2026, asking about your federal tax status. Our records don't specify your federal tax status. The following information about the tax treatment of state and local governments and affiliated organizations may help you.

GOVERNMENTAL UNITS

Governmental units, such as states and their political subdivisions, generally are not subject to federal income tax. Political subdivisions of a state are entities with the authority to exercise one or more of the sovereign powers of the state: taxation, police powers, or eminent domain. They typically include counties or municipalities and their agencies or departments. Charitable contributions to governmental units may be tax-deductible under Internal Revenue Code (IRC) Section 170(c)(1) if made for an exclusively public purpose. Generally, grantors and contributors may rely on the status of governmental units based on state or local law in determining the deductibility of their contributions.

AFFILIATED ORGANIZATIONS

* INSTRUMENTALITIES

In general, an instrumentality is an entity separate from, but affiliated with, a state or local government, and lacking any sovereign powers. Instrumentalities generally are subject to federal income tax. However, they may be recognized as tax-exempt under IRC Section 501(a) as organizations described in IRC Section 501(c), including IRC Section 501(c)(3). In addition, the income of a state or local government instrumentality may be excluded from gross income if it meets the requirements of IRC Section 115(1).

* ENTITIES MEETING THE REQUIREMENTS OF IRC SECTION 115(1)

An entity that is not a governmental unit but that performs an essential governmental function may qualify for an income exclusion under IRC Section 115(1). If the entity's income (1) is derived from a

CITY OF BALDWIN
30239 128TH ST NW
BALDWIN MN 55371-3752

public utility or the exercise of an essential governmental function, and (2) accrues to a state, a political subdivision of a state, or the District of Columbia, it may be excluded from gross income. Charitable contributions to these entities may not be tax deductible to the donors.

RULING LETTERS

To receive a ruling on its status as a political subdivision or instrumentality of a government, or on whether its income is excluded from gross income under IRC Section 115(1), a governmental unit or affiliated organization may request a letter ruling by following the procedures in Revenue Procedure (Rev. Proc.) 2019-1 or its annual successor. There is a fee associated with obtaining a letter ruling.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a state, county, or municipal government may qualify for exemption from federal income tax under IRC Section 501(c)(3), if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that an affiliated organization may meet the requirements of both IRC Sections 501(c)(3) and 115(1) under certain circumstances. See Rev. Proc. 2003-12, 2003-1 C.B. 316, for more information.

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, or Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to be recognized as exempt from federal income tax under IRC Section 501(c)(3), and to ensure that any charitable contributions they receive are tax-deductible to contributors under IRC Section 170(c)(2).

ADDITIONAL INFORMATION

This letter does not determine that you have a particular tax status. If you're unsure of your status, you can:

- Visit www.irs.gov/government-entities/federal-state-local-governments for government entity information.
- Visit www.stayexempt.irs.gov, an IRS site created especially for 501(c)(3) organizations.
- Read Publication 4220, Applying for 501(c)(3) Tax-Exempt Status.
- Seek a private letter ruling, following the procedures in Rev. Proc. 2019-1, 2019-1 I.R.B. 1 (updated annually).

3552284926

Mar. 04, 2026 LTR 4076C 0

41-1444633 000000 00

00017487



CITY OF BALDWIN
30239 128TH ST NW
BALDWIN MN 55371-3752



You can get the forms or publications mentioned in this letter from our website www.irs.gov/forms-instructions or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call the contact person shown above between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Keep a copy of this letter for your records.

021863

**FIRST AMENDED
PROSECUTION AGREEMENT
BETWEEN
CITY OF BALDWIN AND SHERBURNE COUNTY**

THIS AGREEMENT, made and entered into this 18th day of March, 2026, by and between the **County of Sherburne and the Sherburne County Attorney's Office** hereinafter referred to as "County" and the **City of Baldwin, Minnesota** referred to as the "Municipality".

WHEREAS, the Municipality is desirous of entering into a Contract with the County for the performance of prosecutorial functions for acts occurring within the corporate limits of the Municipality through the Sherburne County Attorney's Office as authorized by Minnesota Statute § 484.87, Subd. 3 and § 484.88;

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such Agreements are authorized and provided for by the provision of Minnesota Statute § 471.59, subd. 10.

NOW THEREFORE, it is agreed as follows:

1. The County agrees to provide prosecutorial functions for criminal acts occurring within the corporate limits of the Municipality as set forth herein:
 - a. Such services shall encompass the duties and functions within the jurisdiction of the Sherburne County Attorney pursuant to Minnesota laws and statutes; and
 - b. Standard level of service provided shall be the same as that provided for other municipalities within the County of Sherburne, State of Minnesota; and
 - c. The rendition of services, the standard of performance and other matters incident to the performance of such services and control of personnel so employed shall remain with the County Attorney; and
 - d. Such services shall include the enforcement of Minnesota State Statutes and laws, and the following "enumerated municipal ordinances" including any relevant amendments to said ordinances:
 - Dog running at large
 - Habitually barking dog
 - Dangerous or Potentially Dangerous Dog provisions in Sherburne County Ordinance 234 (as may be amended), as incorporated by reference

2. The law enforcement authority in the Municipality is the Sherburne County Sheriff's Office. Upon completion of the investigation of a violation of state law violation or enumerated municipal ordinance, the matter shall be referred to the County Attorney's Office for consideration of prosecution.
3. The County Attorney shall have full cooperation and assistance from the Municipality, its officers, agents and employees to facilitate the performance of this Agreement.
4. The County shall furnish and supply all necessary labor, administration, and equipment and supplies necessary to execute its duties pursuant to this Agreement.
5. The Municipality shall furnish and supply all necessary labor, administration, and equipment and supplies necessary to execute its duties pursuant to this Agreement. The Municipality shall promptly notify the County Attorney when it amends an enumerated municipal ordinance.
6. The Municipality shall not be responsible for direct payment of any salaries, wages or other compensation to any personnel performing services for the County.
7. The County shall not be responsible for direct payment of any salaries, wages or other compensation to any personnel performing services for the Municipality.
8. The Municipality shall not be liable for compensation or indemnity to any of the County Attorney's employees or agents for injuries or sickness arising out of employment. The County hereby agrees to hold the Municipality harmless against such claims.
9. The County shall not be liable for compensation or indemnity to any of the Municipality's employees or agents for injuries or sickness arising out of employment. The Municipality hereby agrees to hold the County harmless against such claims.
10. The parties shall each maintain insurance to meet their statutory requirements of Minnesota Statutes Chapter 466.
11. The parties shall mutually agree to defend, indemnify and hold harmless the other, its officers, employees, and persons under the direction and control of the other party against any and all liability, loss, costs, damages and expenses which the other, its officers, employees, and persons under the direction and control of the party may hereinafter sustain, incur, or be required to pay arising out of the other party's performance or failure to adequately perform its obligations pursuant to this Agreement.
12. **This Agreement shall be effective as of the 1st of January 2026 until the 31st of December 2026.** The Agreement shall automatically renew every year thereafter.

13. Pursuant to Minnesota Statute § 484.90, the Municipality hereby agrees to pay Sherburne County Attorney's Office one-third (1/3) sum of the fines and penalties collected, for cases submitted to the County pursuant to this Agreement, during the previous month for offenses that are committed within the Municipality.
14. Any alteration, variation, modification or waiver of the provisions of this Agreement (including the list of enumerated municipal ordinances) shall be valid only after it has been reduced to writing and duly signed and approved by each party to this Agreement.
15. It is understood by the parties that upon written notice by either party, negotiations will be undertaken for the purposes of revising, adding to, and/or deleting any of the provisions of this Agreement which are deemed to be unworkable. Any notices regarding this Agreement shall be sent to the Sherburne County Attorney for the County and the Mayor for the Municipality.
16. Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. In such event, the County will be entitled to receive compensation for the services provided up until the effective date of the termination.
17. Both parties agree that the other may have access to accounting information for verification of handling such monies; that all records for prosecution of the cases shall be retained by the Sherburne County Attorney and the Sherburne County Attorney shall be designated agent under Minnesota Statute Chapter 13; and that all records for the investigation and citations of acts shall be kept by the law enforcement agency for the Municipality who shall act as the designated agent under Minnesota Statute Chapter 13. All financial records regarding this Agreement shall be retained for six (6) years from the date of services.
18. Both parties agree that they shall comply with Minnesota Statute § 181.59 (no discrimination).
19. The Municipality shall appoint a person to act as a liaison with the County Attorney's Office to ensure cooperation, to resolve complaints and to distribute information on the services being performed. The Municipality shall notify the County Attorney in writing of the selection of the liaison.
20. This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral and written negotiations.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SHERBURNE COUNTY

By: _____ Date: _____
Chairperson
Sherburne County Board of Commissioners

Attest: _____ Date: _____
Bruce Messelt
Sherburne County Administrator

Approved by:

By: _____ Date: _____
Dawn R. Nyhus
Sherburne County Attorney

CITY OF BALDWIN

By: _____ Date: _____
Mayor

Attest: _____ Date: _____
Clerk of City Council

Approved by:

By: _____ Date: _____
Counsel for City of Baldwin

ORDINANCE 2026-03

**CITY OF BALDWIN
SHERBURNE COUNTY, MINNESOTA**

AMENDING ORDINANCE 400 REGULATING ANIMALS

The Baldwin City Council hereby ordains:

Section 1. Ordinance 400 (Animals) is hereby repealed in its entirety and amended to read as follows:

**Ordinance 400
ANIMAL CONTROL**

SECTION:

- 400-1-1: Purpose
- 400-1-2: Definitions
- 400-1-3: Keeping Animals
- 400-1-4: Public Nuisances
- 400-1-5: Dangerous and Potentially Dangerous Dogs
- 400-1-6: Habitual Barking Prohibited
- 400-1-7: Running at Large Prohibited
- 400-1-8: Diseased Dogs
- 400-1-9: Abandonment
- 400-1-10: Impoundment
- 400-1-11: Interference with Officers
- 400-1-12: Administration
- 400-1-13: Penalty
- 400-1-14: Severability

400-1-1: PURPOSE: The City Council for the City of Baldwin, Sherburne County, Minnesota, in order to provide for the health, welfare and safety of the people of the City of Baldwin and in order to provide for the regulation and protection of dogs and other animals, hereby adopts this animal control ordinance (this "Ordinance").

400-1-2: DEFINITIONS: For the purposes of this Ordinance, the following terms shall have the definitions given to them in this section.

Animal Control Authority: Sherburne County for the purposes of administering and enforcing regulations related to dangerous dogs and potentially dangerous dogs pursuant to state law and Sherburne County Ordinance Number 234 (as it may be amended).

Animal Warden: City staff, Sherburne County Sheriff's Office, or other person(s) designated by the City Council to administer and enforce the provisions of this Ordinance.

At large: A dog that is off property of the person owning, harboring, or keeping it and is not: (a) restrained by a leash not exceeding six feet in length; (b) confined within a vehicle or secure enclosure; or (c) under the immediate physical control of a competent person.

Citation: A notice or complaint issued by the Animal Warden to the owner of any animal apprising said owner of one or more violations of this Ordinance.

City: City of Baldwin, Sherburne County, Minnesota

Dangerous Dog: A dog defined by the meanings given by Minnesota Statutes, section 347.50 subdivision 2.

Diseased Dog: Any dog that is reasonably suspected, based on observable symptoms or veterinary diagnosis, of suffering from a contagious or infectious condition that poses a risk to public health, other animals, or persons. This includes, but is not limited to: (a) dogs exhibiting symptoms consistent with rabies, distemper, parvovirus, or other communicable diseases; (b) dogs that have been exposed to rabies or another reportable zoonotic disease as defined by the Minnesota Board of Animal Health; or (c) dogs whose condition has been verified by a licensed veterinarian, Animal Warden, or peace officer as presenting imminent risk of transmission or harm.

Domestic Animals: House pets such as dogs, cats, traditional and typical animal pets, and birds (not including pigeons, chickens, geese, turkeys or other domestic fowl) which can be contained within a principal structure throughout the entire year; provided, that the containment can be accomplished without special modification to the structure requiring a building permit from the City. In addition, the term includes rabbits normally sheltered outside the home.

Farm Animals: Cattle, hogs, bees, sheep, goats, chickens, turkeys, horses and other animals traditionally and commonly accepted as farm animals in the State of Minnesota.

Habitually Barking Dog: Any dog that, regardless of whether the dog is physically situated in or upon private property, produces audible noise off the premises in the form of barking, whining, yelping, howling, crying, or similar vocalizations that continues for five consecutive minutes or more, with less than one minute between vocalizations. A dog shall not be deemed a "habitually barking dog" for purposes of this Ordinance if it is an on-duty police dog or, at any time the dog is barking when it is being teased or provoked by a non-household member or external stimulus.

Kennel, Commercial: Any place where four or more dogs over six months of age are owned, kept, boarded, bred and/or offered for sale.

Kennel, Private: Any place where four or more dogs over six months of age are owned or kept for private enjoyment.

Kennel Run: Enclosed area, indoor or outdoor to allow animals to exercise.

Large Animal: Any equine animal (including, but not limited to, a horse, stallion, mare, gelding, filly, colt, or mule), any species of the bovine family (including, but not limited to, any cow, calf, steer, or bull), any llama, sheep, ram, ewe, lamb, and any goat, billy, nanny, or kid, or an emu, ostrich, or rhea.

Owner: Any person owning, harboring or keeping a dog or other animal.

Person: Any individual, firm, partnership or corporation.

Potentially Dangerous Dog: A dog defined by the meanings given by Minnesota Statutes 347.50, Subd. 3.

Premises: Any building, structure, shelter or land whereupon animals are kept or confined.

Public Nuisance: An act or failure to act as defined by Minnesota Statutes 609.74.

Under Restraint: A dog that is: on the premises of the owner or the person harboring or keeping the dog; at heel beside a person having custody of it or obedient to that person's command; within a private motor vehicle of a person owning, harboring or keeping the dog; or, controlled by a leash not exceeding six feet in length.

400-1-3: KEEPING ANIMALS: The size, number, species, facilities for and location of keeping animals, including dogs, shall be maintained so as not to cause a nuisance or endanger the health, safety, or general welfare of the community and shall be in compliance with this Ordinance and all other applicable ordinances of the City.

A. Animals allowed:

1. The keeping of domestic animals shall be an allowed use in all zoning districts established by the Zoning Ordinance.
2. The keeping of farm animals shall be only as allowed within the individual zoning districts established by the Zoning Ordinance.
3. The keeping of animals other than those defined as domestic animals or farm animals is prohibited.

B. Facilities for housing animal(s) shall be:

1. Constructed of such material as is appropriate for the animal(s) involved.
2. Maintained in good repair.
3. Controlled as to temperature, ventilated, and lighted compatible with the health and comfort of the animal(s).
4. Of sufficient size to allow each animal to make normal postural and social adjustments with adequate freedom of movement; Inadequate space may be indicated by evidence of malnutrition, poor condition of debility, stress, or abnormal behavior patterns.
5. Cleaned as often as necessary to prevent contamination of the animal(s) contained therein and to minimize disease hazards and reduce odors
6. Subject to approval of a building permit by the Building Official, as may be required by the Building Ordinance.

C. Farm animals or large animals shall only be kept on a lot or parcel if such activities are authorized in the zoning district where the animals are to be located and in compliance with the lot requirements established by the Zoning Ordinance.

D. Commercial Use:

1. Animals may only be kept for commercial purposes if such activities are authorized in the zoning district where the animals are to be located.
2. Animals kept in pet shops or kennels shall be kept in accordance with regulations for pet shops and kennels in addition to the regulations provided by this Ordinance.

E. Kennels:

1. The private kennels shall be an allowed accessory use in all zoning districts established by the Zoning Ordinance.
 - a. Up to 10 dogs over six months of age shall be kept on the kennel property, including no more than 10 unsterilized female dogs over six months of age.
 - b. Keeping more than 10 dogs over six months of age within a private kennel shall require approval of an interim use permit subject to the performance standards of a commercial kennel as provided for by the Zoning Ordinance.

2. Commercial kennels shall be only as allowed within the individual zoning districts established by the Zoning Ordinance.

400-1-4: PUBLIC NUISANCES: The following dogs shall be declared to be a public nuisance if it:

- A. Is found to be at large on two or more occasions within a 12-month period;
- B. Is a habitually barking dog as defined by Section 400-1-2 of this Ordinance;
- C. Causes property damage of at least \$250.00 to property owned by anyone other than its owner;
- D. Any dog that habitually worries, chases, or bothers people traveling peaceably on the public road pursuant to Minn. Stat. §§ 347.04-.07.

400-1-5: DANGEROUS AND POTENTIALLY DANGEROUS DOGS: Minnesota Statutes §§ 347.50 to 347.565 and Sherburne County Ordinance 234 (as may be amended) are hereby incorporated by reference, and shall be enforced by the Animal Warden pursuant to the provisions set forth within those referenced laws and regulations.

400-1-6: HABITUAL BARKING PROHIBITED:

- A. No owner shall keep or harbor a habitually barking dog as defined by Section 400-1-2 of this Ordinance within the City.
- B. This section does not apply to on-duty police dogs or to duly authorized hospitals or clinics established and operating for the treatment of dogs.

400-1-7: RUNNING AT LARGE PROHIBITED: No owner shall permit a dog to be at large as defined by Section 400-1-2 of this Ordinance within the City.

400-1-8: DISEASED DOGS:

- A. A diseased dog as defined by this Ordinance may be seized at any place or time and shall be confined in the City dog pound, or other appropriate place designated by the City Council, at the expense of the owner, until found to no longer pose a threat to public health, other animals, and persons.
- B. If any dog appears to be diseased and such dog cannot be impounded without serious risk, such dog may be euthanized if reasonably necessary for the safety of any person or persons.

400-1-9: ABANDONMENT: It shall be unlawful to abandon any dog within the City.

400-1-10: IMPOUNDMENT:

- A. The Animal Warden employed or designated by the City may seize and impound any at-large dog for violation of this Ordinance.
- B. If the owner of the premises on which an at-large dog is found demands impoundment, the owner of the premises must agree in writing to indemnify and hold harmless the City from any claims for damages by the owner of said dog.
- C. The City shall not be responsible for any extraordinary medical expenses related to an impounded dog.
- D. Notice:

1. Within one day of impounding a dog, the Animal Warden employed or designated by the City shall post at the front door of the City Hall a Notice of Impoundment in the form established by the City.
 2. If the owner of the dog is known, the Animal Warden employed or designated by the City shall give the owner the Notice of Impoundment by mail or personal service before the date upon which said notice is posted at the City Hall.
- E. Any dog impounded under the provisions of this Ordinance shall be kept in a pound, fed, and treated in a humane manner for a period of at least 10 days after a notice of such impounding has been posted in the City Hall.
- F. Redemption:
1. The City may condition redemption of a dog from impounding upon payment of the required impounding fee, the cost of boarding for each day the dog was confined, and any medical fees incurred to care for the animal to be paid directly to the City.
 2. If the dog needs a rabies vaccination, then payment for the vaccination must also be paid before the dog or animal may be redeemed.
- G. Disposition: If at the end of the redemption period, the dog has not been redeemed, it may be sold at a private sale, or the Animal Warden employed or designated by the City may dispose of the dog in a proper and humane manner.

400-1-11: INTERFERENCE WITH ANIMAL WARDEN OR CONFISCATION PRODECURES:

- A. It is unlawful for any person to interfere with the Animal Warden when engaged in the discharge of duties under this Ordinance, including pursuit or impounding of a dog or to refuse to surrender such dog. to the Animal Warden.
- B. It shall be unlawful for any unauthorized person to release or attempt to release a confiscated dog, or to take or let out any dogs therefrom, or to take or attempt to take from any officer or agent, any dog taken up in compliance with this Ordinance.

400-1-12: ADMINISTRATION:

- A. The provisions of this Ordinance shall be enforced by the Animal Warden employed or designated by the City, and may be enforced by the Sherburne County Sheriff's Office.
- B. The Animal Warden shall have the right to enter upon any private property at all reasonable times for the purpose of discharging the duties imposed by this Ordinance, provided that the Animal Warden has:
1. The consent of the property owner to enter the property;
 2. An administrative search warrant allowing entry onto the property;
 3. A court order allowing entry onto the property.
 4. If the Animal Warden does not have consent, an administrative warrant, or a court order allowing entry, the Animal Warden shall only enter private property when exigent circumstances exist, meaning an objectively reasonable belief that immediate entry is necessary to prevent imminent serious injury.
 5. The Animal Warden may pursue a dog running at large onto unenclosed, non-curtilage property (such as

open fields) but shall not enter the curtilage of a dwelling or other private structures without consent, administrative warrant, or court order.

- C. The City shall keep the following records related to administration of this Ordinance in accordance with record retention requirements:
1. Accurate and detailed records of the impoundment, and disposition of dogs(s) coming into custody;
 2. Accurate records of all citations issued for violations of this Ordinance; and
 3. Accurate and detailed records of all money collected and expended in the operation of the functions of their office.

400-1-13: PENALTY: Any person violating any of the provisions of this Ordinance shall be guilty of a misdemeanor punishable by up to the maximum sentence allowed by law for such offense. (Ordinance 2024-09, adopted December 16, 2024). In enforcing this Ordinance, the City may seek to recover its costs, including court costs and reasonable attorney's fees, pursuant to Minnesota Statutes §§ 366.012, 429.101, Court order, or any other applicable authority.

400-1-14: SEPARABILITY: If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provisions of this Ordinance not specifically included in said judgment.

Section 2. Repealer. Any portion of any prior ordinance that conflicts with this ordinance is hereby repealed and replaced by this ordinance.

Section 3. Effective Date. This Ordinance shall become effective after passage and publication.

(remainder of page intentionally blank signatures follow)

ADOPTED by the Baldwin City Council this 18th day of March, 2026.

MOTION BY:
SECONDED BY:
IN FAVOR:
OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

Joan Heinen

From: Sam Jochum <samj@haa-inc.com>
Sent: Tuesday, February 10, 2026 5:24 PM
To: Tom Rush
Cc: Joan Heinen
Subject: GIS Cemetery Map Update Rates

Hi Tom,

Per our conversation yesterday, I wanted to provide you with a "per lot price" HAI would be charging the City for updating lots within the GIS map. It would cost the City \$64.00-\$67.50 per lot. The price varies because it depends on which employee I have available at the time to complete the work.

Please let me know if this is the information you were looking for. We can also continue the discussion at next weeks council meeting.

Thanks,

Sam

MEMORANDUM

TO: City of Baldwin City Council

CC: Joan Heinen, City Clerk/Treasurer

FROM: Sam Jochum, City Engineer

DATE: March 18, 2026

RE: Sandy Lake and Lake Diann Drainage Improvement Projects Discussion

Hakanson Anderson, Mayor Swanson, Councilmen Walker, and Public Works Supervisor Good discussed options for improving select drainage areas in the Sandy Lake and Lake Diann areas on Monday March 9, 2026. Please find below a summary of the proposed improvements in each area as well as preliminary construction and design pricing.

Lake Diann

Public works would like to add concrete curb and gutter to the western road edge of 133rd ½ Street. The curb would help mitigate erosion along the edge of the road as well as give public works a better working surface for collecting sediment build up. This project would be similar in scope to the 285th Avenue Curb Construction Project that was performed in 2025. We anticipate the construction cost for this project to be approximately \$30,000. Hakanson Anderson would be able to conduct a topographic survey as well as constructing a plan set for approximately \$4,000.

Sandy Lake

A solution to the erosion problems occurring on 284th Avenue that was discussed was to construct a catch basin followed by storm sewer piping to catch and transport storm water that is currently eroding 99th ½ Street onto the roadside of 284th Avenue. This construction project would consist of possibly two new catch basins as well as the storm sewer pipe. We estimate this construction cost to be approximately \$15,000-\$25,000 (depending on if one or two new catch basins are needed). We would estimate \$6,500 in order to conduct a survey and construct a plan set.

It is important to note that the City only has a 40 foot right-of-way on 284th Avenue. The City may have to obtain easements on the south side of 284th Avenue depending on where the existing catch basin sits within the right-of-way.

MEMORANDUM

To: City of Baldwin City Council Members

Cc: Joan Heinen, City Clerk/Treasurer

From: Sam Jochum, City Engineer
Shane Nelson, HAI

Date: March 18, 2026

Re: 2026 Street Reconstruction Project - Design Memo

Thank you for providing us with the opportunity to prepare plans and specifications for the above-referenced project. The purpose of this design memo is to list our assumptions and state any further recommendations. We would summarize as follows:

Summary of Design / Assumptions

We have designed 300th Avenue, 129th Street, and 299th Avenue to be rehabilitated by means of full depth reclamation and bituminous paving. Subgrade improvements and/or widening are not proposed for this project.

Soils – Haugo Geotechnical Services performed several soil borings and bituminous cores through out the project. Below summarizes the average depth of existing bituminous and aggregate sections for each street:

- 300th Avenue: 5 inches
- 129th Street: 5.25 inches
- 299th Avenue: 6.75 inches

Haugo is recommending a pavement section with a minimum 6 inches of aggregate base and 3.5 inches of bituminous. This will be further discussed in the Typical Section portion of this memo.

All soil boring showed subgrade to be either SP or SP-SM (mostly sandy material with some silt). The soil borings did not encounter any peat or unsuitable soils.

Alignment – The roadways will not be changing in alignment. The cul-de-sacs on 300th Avenue and 299th Avenue will be slightly reshaped to be more circular in design, but the radii for each cul-de-sac will remain the same as they are now.

Small Utilities - A utility locate request was called into Gopher State One Call before we conducted our topographic survey. We will contact the owners of the small utilities on the site to inform them of the intended construction activities.

Typical Section - The proposed road section width was designed to match existing conditions. The average existing road widths is 21 feet of bituminous with 0 foot – 1 foot shoulders. We are proposing to pave the roadway back to 21 feet wide with a 1 foot topsoil shoulder on each side. This is not City standards however, we are electing to proceed with these widths as widening the roadways to City standards would greatly increase the cost of the project.

As far as pavement thickness, we are proposing to use Haugo's recommendation of 6 inches of aggregate base and 3.5 inches of bituminous. Based off the soil borings and bituminous cores, it is anticipated that aggregate base class 5 will need to be added to several areas in order to achieve a 6 inch minimum aggregate base.

The 3.5 inches of bituminous is proposed to be paved in 2 separate lifts. First a 2.0" non-wearing course which would then be followed by a 1.5" wearing course.

Culverts – The intent of the design was to maintain existing drainage patterns. Meaning we are not proposing culverts to be installed at driveways that do not currently have culverts. There is only two driveway culverts that are proposed to be replaced at 12811 229th Avenue and 12829 300th Avenue. These culverts are being replaced because they are currently buried. We would be restoring the intended drainage patterns by replacing them. The remaining driveway culverts are in working condition and are not impacting intended drainage patterns. The City has requested that these driveway culverts receive new CS aprons.

There is one roadway culvert on the project which is at the intersection of 300th Avenue and 129th Street. We are proposing to remove this corrugated steel culvert and replace it with an RCP culvert with RC aprons.

Earthwork – There will be only minor subgrade excavations at isolated areas proposed for this project. We will be performing some subgrade excavations in the cul-de-sacs in order to match existing driveways with the new pavement section. The match in points to County Highway 45 will require minor subgrade excavation in order to tie into the existing roadway.

Based off the soil borings, we do not anticipate correcting any subgrade areas. However, if poor subgrade areas are discovered on site during construction, we may need to perform excavations to correct these areas as additional work.

Landscaping – Any landscape items near the construction within the construction limits are being called out to be protected. We do not have any bid items for repairing irrigation that is near the road edge that may be damaged during construction.

Trees – We are proposing the clear and grub all the trees within the right-of-way as this is typically the City's expectation for all road projects.

Mailboxes & E911 Signs – The plan currently calls for removing and installing new mail boxes and supports. Temporary mailboxes will be required if necessary. E911 signs are proposed to be salvaged and installed.

Restoration – Restoration for the project will consist of spreading topsoil dressing followed by seeding, fertilizing, and hydro-mulching.

Driveways – The plan calls to remove and replace all driveways out to the right-of-way. The plans call for replacing what is existing, therefore, bituminous will be replaced with bituminous, concrete with concrete. For gravel driveways, the plans call for constructing a bituminous apron to the right-of-way.

Signs – All street signs (except for the ones on County Highway 45) are being proposed to be removed. The City has requested that they will furnish and install new signs.

Engineer's Estimate - The estimated construction cost for the project as designed is \$430,732. The estimated total project cost is \$538,454. The estimated total project cost does include a 5% contingency.

Schedule - If the Council approves the plans and specifications and authorizes the advertisement for bids at the March 18th Council Meeting, bids can be received in April.

We would anticipate that the construction could begin in mid/late May or early June and we expect a construction timeframe of 4-5 weeks to complete.

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

RESOLUTION NO. 26-07

**RESOLUTION APPROVING CONSTRUCTION PLANS AND PROJECT
SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2026
STREET RECONSTRUCTION PROJECT**

WHEREAS, Hakanson Anderson Associates, Inc. has prepared plans and specifications for the 2026 Street Reconstruction Project; and,

WHEREAS, staff has presented such plans and specifications to the council for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BALDWIN:**

1. Such plans and specifications, dated March 11, 2026, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. Hakanson Anderson Associates, Inc. shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall specify the work to be done and shall state that bids will be opened at 2:00 p.m. on Thursday April 9, 2026 virtually. No bids will be considered unless submitted electronically in accordance with the advertisement for bids and shall be accompanied by a bid bond payable to the City of Baldwin for 5 percent of the amount of such bid.

Passed this 18th day of March, 2026.

Jay Swanson
Mayor
City of Baldwin

Joan Heinen
Clerk/Treasurer
City of Baldwin

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

RESOLUTION NO. 26-08

**RESOLUTION REGARDING THE ADMINISTRATION OF THE MINNESOTA
WETLAND CONSERVATION ACT**

WHEREAS, The City of Baldwin has accepted the authority and administrative responsibility to implement the Wetland Conservation Act (WCA) within the legal boundaries of the City of Baldwin in accordance with Minnesota Rules, Chapter 8420; and,

WHEREAS, The City of Baldwin is authorized by Minnesota Administrative Rules Part 8420.0200, Subpart 2, Item C, to delegate certain functions with regard to implementation of WCA, including the authority to make decisions on applications, with its staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BALDWIN:

1. That decision making authority for WCA exemption, no-loss, wetland boundary and type, sequencing, replacement plan, and wetland banking applications is placed with Hakanson Anderson Inc. or their designee.

Passed this 18th day of March, 2026.

Jay Swanson
Mayor
City of Baldwin

Joan Heinen
Clerk/Treasurer
City of Baldwin

March 6, 2026

Baldwin Township
30239 128th ST NW, Princeton, MN 55371

RE: 2025 Annual Report of Wastewater Treatment Facility
Frontier Trails Homeowners Association NPDES/SDS No. MN0064459
Baldwin Township, Sherburne County, MN

Natural Systems Utilities, MN (Herein NSU) is providing wastewater operation and maintenance services for the Frontier Trails Homeowners Association Treatment Facility. NSU provided monitoring, operation, and maintenance services from September 2025 to the present time.

Description of the Facility

The Frontier Trails Homeowners Association facility is located 950 feet east of County Road 1, north of 314th Street and south of 316th Street on out lot C, Baldwin Township, Minnesota 55371, Sherburne County. The development consists of 41 single family lots. The treatment system for this development is divided into two treatment systems. System 1 provides treatment for 21 homes and system 2 provides treatment for 20 homes. System 2 provides treatment using a sand filter and one Advantex Ax100 filter. System 2 then pumps to system 1. System 1 contains an Advantix Ax100 filter, sand filter plus an MBBR (Moving Biofilm Reactor). Water from system 1 and 2 move through this MBBR to a dose tank that pumps treated effluent to a series of drainfield to the north of System 1. Total system compliance is dependent on the quality of the effluent in system 1's dose tank (WS011) where an average sample result of >10mg/L Total Nitrogen must be accomplished.

The total system has an average wet weather design flow of 13,640 gallons per day. The total system is designed to treat an average influent Five Day Carbonaceous Biochemical Oxygen Demand concentration of 265 mg/L and a Total Suspended Solids concentration of 300 mg/L.

Repairs, Service Calls, and Maintenance Conducted

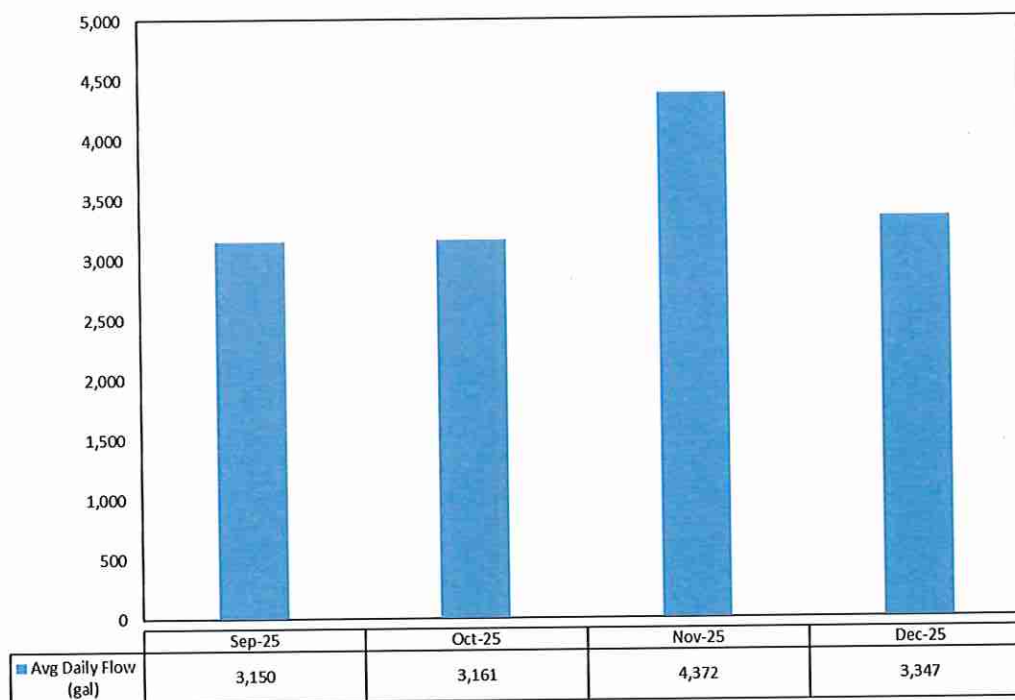
- 10/29.... The MBBR filter was removed cleaned and replaced. NSU advised new filters should be acquired.



Flow Monitoring

41 homes are now built in the development. The total System has an average wet weather design flow of 13,640 gallons per day.

Frontier Trails 2025 Average Daily Flow

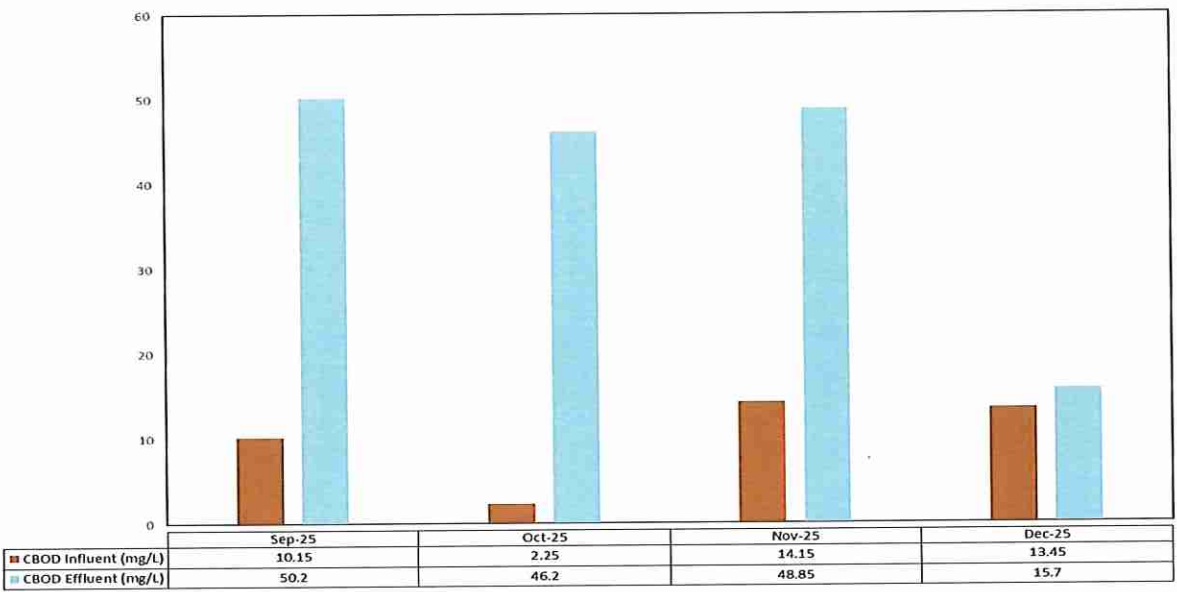


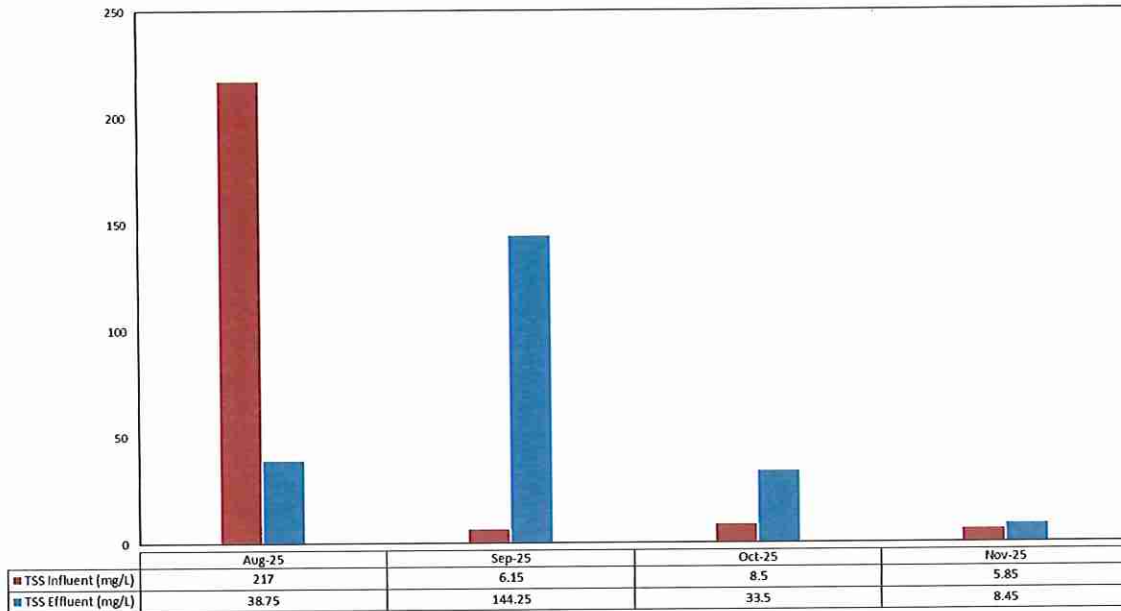
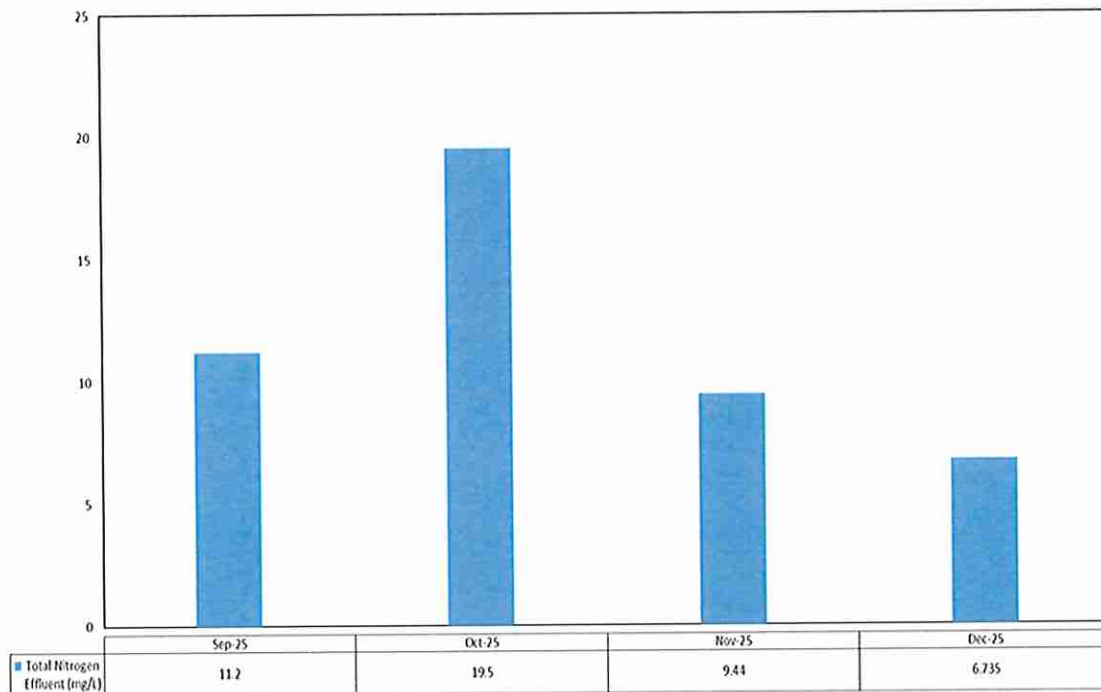


Analytical Monitoring Results

The facility is sampled for carbonaceous biochemical oxygen demand (CBOD; organic strength), total suspended solids (TSS), and nitrogen. The total nitrogen (TN) is measured as the sum of total Kjeldahl nitrogen (TKN) and nitrate plus nitrite (N+N). Currently there is 10mg/L limit (TN) at waste station WS007 (effluent before the drain field.) NSU makes operational adjustments to the facility every week to help meet permit effluent limits. Data is shown below. It should be noted that the addition of a Micro-C in the MBBR to remove Nitrate and Nitrites contribute to the increase of CBOD.

Frontier Trials 2025 CBOD Treatment Performance



Frontier Trails 2025 TSS Treatment Performance

Frontier Trails 2025 Total Nitrogen Treatment Performance (mg/L)


2026 Repairs, Maintenance and Permit Considerations

- NSU recommends installing HVAC improvements to regulate the temperature in the control building at the South site
- NSU recommends gophers be removed from the drainfield area.
- NSU recommends finding a different method of housing and securing the blower in the control building.
- NSU recommends implementing remote monitoring to at least the south treatment site.

NSU will provide estimates for any of the above items if requested.

If you have any questions regarding the annual report, please feel free to contact me at:
763-620-0706.

Sincerely,



Greg Flood
Lead Operator-Midwest

Frontier Trails Wastewater Operation Summary

Frequency

Pretreatment Module

Log pump run times and event counters	1 / month	☒ Completed	☐ Not Completed
Verify pumps are operational	1 / month	☒ Completed	☐ Not Completed
Perform amp draw and voltage checks	2 / month	☒ Completed	☐ Not Completed
Check for orifice plugging	2 / year	☐ Completed	☒ Not Completed
Verify open pipes in VFW to flush solids	4 / year	☐ Completed	☒ Not Completed
Check blower for proper operation	1 / month	☒ Completed	☐ Not Completed

Disposal System

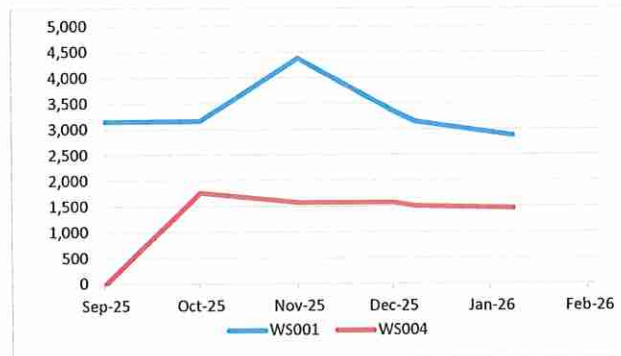
Sample effluent at WS007	2 / month	☒ Completed	☐ Not Completed
Visually inspect the drainfields	1 / month	☒ Completed	☐ Not Completed
Verify pumps are operational	2 / month	☒ Completed	☐ Not Completed
Turn pumps to hand to observe diverter operation at drainfields	2 / month	☒ Completed	☐ Not Completed
Sample wells at GW001-GW004 (Apr, July, Oct)	3 / year	☐ Completed	☒ Not Completed

Special Requirements

Home counts (Jun, Dec)	2 / year	☐ Completed	☒ Not Completed
------------------------	----------	------------------------------------	---

Monthly Flow Data

Current flow reading	2869	gpd
Previous flow reading	3148	gpd
Increase/decrease	-279	gpd



Comments

Site is operational , Cleaned pods and filters, fixed the blower

Future Maintenance Needs

Date: 2/5/2026 2/10/2026 2/17/2026 2/25/2026
Operator: JC JC JC JC

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

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MND064459		

YEAR MO DAY	YEAR MO DAY
2026-02-01	2026-02-28

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

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

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

PARAMETER	QUANTITY			UNITS	CONCENTRATION			UNITS	FREQUENCY OF ANALYSIS	SAMPLE TYPE	Exception
	SAMPLE VALUE	PERMIT	REQ		*****	REPORT	*****				
	*****	*****	*****		*****	calendar month average	*****				
	*****	*****	*****		*****	calendar month average	*****				
BOD, Carbonaceous 05 Day (20 Deg C) 80082	*****	*****	*****	Mgal	*****	*****	*****	mgd	twice per month	Grab	
	*****	*****	*****		*****	calendar month average	*****				
	*****	*****	*****		*****	calendar month average	*****				
	*****	*****	*****		*****	calendar month average	*****				
Flow 50050	*****	*****	*****	Mgal	*****	*****	*****	mgd	once per day	Measurement, Continuous	
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
pH 00400	*****	*****	*****	SU	*****	*****	*****	SU	twice per month	Grab	
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
Precipitation 00153	*****	*****	*****	in	*****	*****	*****		once per day	Measurement	
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
Solids, Total Suspended (TSS) 00530	*****	*****	*****	mg/L	*****	*****	*****	mg/L	twice per month	Grab	
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				
	*****	*****	*****		*****	*****	*****				

COMMENTS:

PERMITEE
NAME/ADDRESS:
Baldwin Township
20239 128th St
Princeton, MN 55371

WASTEWATER TREATMENT
DISCHARGE MONITORING REPORT

PERMIT #	LIMIT STATUS	FORMER #
MN0064459		

MONITORING PERIOD			
YEAR	MO	DAY	YEAR
2026	02	01	2026
FROM:			TO:
2026-02-01			2026-02-28

FROM:

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
BOD, Carbonaceous 05 Day (20 Deg C) 80082	SAMPLE VALUE	*****	*****			*****	23	*****	twice per month	Grab	
	PERMIT	*****	*****			*****	REPORT	*****	twice per month	Grab	
	REQ						calendar month average				
Flow 50050	SAMPLE VALUE	*****	.041		Mgal	*****	.00146	.00164	once per day	Measurement, Continuous	
	PERMIT	*****	REPORT			*****	0.00682	0.01023	once per day	Measurement, Continuous	
	REQ		calendar month total				calendar month average	daily maximum			
pH 00400	SAMPLE VALUE	*****	*****			7.42	*****	7.84	twice per month	Grab	
	PERMIT	*****	*****			REPORT	*****	REPORT	twice per month	Grab	
	REQ					calendar month minimum		calendar month maximum			
Solids, Total Suspended (TSS) 00530	SAMPLE VALUE	*****	*****			*****	8.2	*****	twice per month	Grab	
	PERMIT	*****	*****			*****	REPORT	*****	twice per month	Grab	
	REQ						calendar month average				
COMMENTS:											

Public Works Report – March 18, 2026

Parks

- Young Park – Trash collection
- Sandy Lake Beach – Damage report under review

Roads

- Road Patching Material – 2.5 tons of U.P.M. and hot patch for the 2026 season
- Winter Operations – (3) plow and sand events
- East Elk Lake Rd Trees – Trees leaning into roadway cleared – Completed
- Roadside Cleanup – Roadside trash collection x1
- Winter Materials – Orders placed for sand and salt deliveries
- City Boundary & Load Limit Signs – Coordinating efforts for replacement and placement
- Right-of-Way Maintenance – Brush and sightline clearing completed at West of Elk Lake & 103rd ST. - Completed
- Sinkhole Repair Planning – Developing coordination plan
- Subdivision Repave Project Review –
 - ♦ Existing City inventory of 15" RCP culvert pipe and aprons can satisfy the installation (28 LF pipe & 2 aprons), resulting in an estimated **\$6,400 project savings**
- Subdivision Site Plan Review – Collaboration with engineer and council
- Spring Load Limits – Install Spring load limit flags

Cemetery

- Operations Review – Process review with new staff and coordination efforts

Fleet / Equipment

- #20 – 2022 Freightliner 114SD – (3) batteries replaced
- 2002 Case 621 Loader – Parking brake and A/C not functioning; A/C line set replacement needed. Review this spring when loader demand decreases – awaiting updated estimate
- 2002 Case 621D Loader – Right rear wheel leaking – repairs needed
- Tar Wagon – Spring service completed
- #10 – 2016 Freightliner 114SD – Troubleshooting intermittent sander control

Grounds / Facilities

- Confined Space Compliance – Permit-required confined space signs installed at City Hall, Fire Department, and Frontier Trails
- Public Works Shop – Shop repairs completed

DARRYL WALETZKO LLC

15890 255th Ave NW
Big Lake MN 55309

Estimate

Date	Estimate #
2/18/2026	592

Name / Address
CITY OF BALDWIN 30239 128TH STREET P.O. BOX 25 PRINCETON MN 55371

Project

Description	Qty	Rate	Total
DITCH MOWING JULY 1 2026		4,600.00	4,600.00
DITCH MOWING SEPT 1 2026		4,600.00	4,600.00
		Total	\$9,200.00

Memo: Culvert Concern – 313th Ave. & 141st St.

Prepared by: Zac Good, Public Works Supervisor

Background

A resident raised a concern about the culvert at 313th & 141st Street. After reviewing the site, I found the culvert is approximately three-quarters full of sediment and sand. While it is not fully clear, it continues to function at the same natural slope as the neighboring ditch lines.

This development is 30–40 years old, and the culverts in this area have not been maintained during that time. Historically, the City has taken a reactive approach to culvert issues, addressing them only when they fail or become fully blocked.

At present, the culvert is not failing. Cleaning or jetting it would not necessarily solve the issue: the bottom would no longer align with the ditch line, leaving potholes at each end that would quickly fill again. Given the age of the culvert, there is also a high likelihood that the bottom is rusted out.

Option 1 – Remain Reactive

Pros	Cons
No immediate new costs. Minimal staff/consultant time required.	Risk of sudden failures and flooding complaints. Emergency repairs are typically more expensive. No long-term planning or prioritization.

Option 2 – Create a Culvert Inventory & Condition Rating

Pros	Cons
Provides Council with a big picture of aging infrastructure. Allows us to plan and budget replacements in advance. Helps avoid budget surprises.	Requires upfront staff or consultant effort. Added costs for inspections and recordkeeping.

Option 3 – Tie Culverts to Road Projects

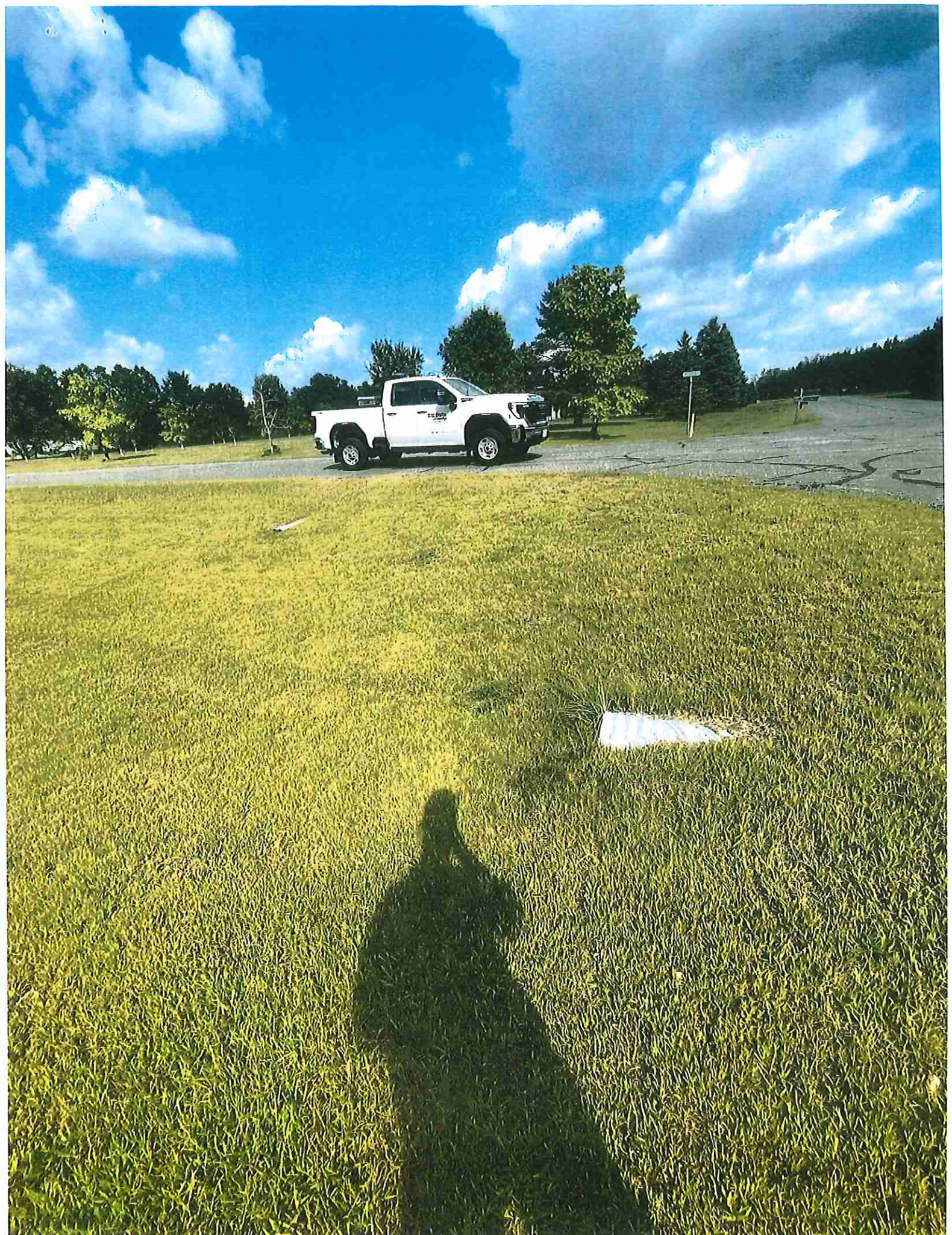
Pros	Cons
Cost-efficient – contractors and equipment already on site. Keeps culvert work tied to broader infrastructure improvements.	Culverts can still fail between projects. Timing depends on road program schedules, not culvert condition.

Summary

The culvert at 313th & 141st is not failing at this time and does not require immediate work. However, this situation highlights the need for Council direction on whether Baldwin should:

- 1) Continue reacting only when culverts fail,
- 2) Begin developing a proactive inventory and inspection program, or
- 3) Tie culvert replacements directly to future road projects.

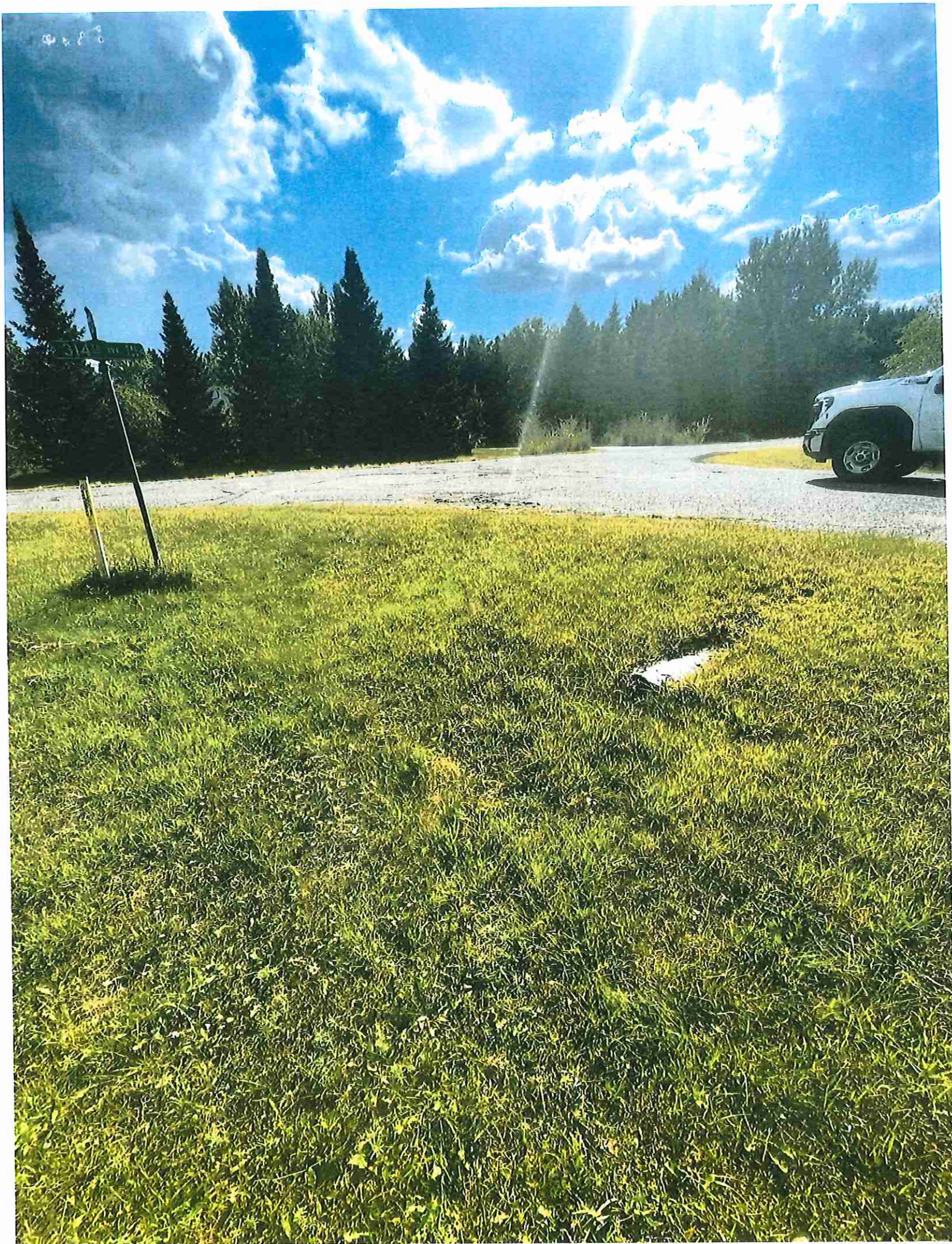
Your guidance will set the policy going forward.



314TH AVE S.W.

1977

1977



TextMyGov[®]

Packages

Core

The basics of everything needed to send and receive texts from residents.

- ✓ One-Word Responses
- ✓ Reporting Flows
- ✓ Geo-Fence Texting
- ✓ Phone Number Database
- ✓ Social Media Integration
- ✓ Spanish Translations
- ✓ Mass Texting

EMA

Comprehensive emergency preparedness tools with wide-reaching, official text alerts.

- ✓ **Core Package Features**
- ✓ National Weather Service (NWS) Weather Alerts
- ✓ Integrated Public Alert & Warning System (IPAWS)

Premium

A multi-channel communication package designed to reach every resident.

- ✓ **Core Package Features**
- ✓ **EMA Package Features**
- ✓ Voice Calls
- ✓ Surveys
- ✓ Mass Email Capabilities
- ✓ Enhanced Media Care Package



Mass Texting

Text an unlimited amount of people simultaneously.



NWS Weather Alerts

Residents sign up to receive live messages from the National Weather Service.



IPAWS

Get certified and send official alerts to customizable geographic locations.



Voice Calls

Send robocalls as an alternative to texting.



Surveys

Build easily accessible surveys to receive resident feedback.



Enhanced Media Care Package

Receive flyers, social media posts, and more from your personal marketing agent.



One-Word Responses

Enable residents to text in to find quick answers to questions.



Reporting Flows

Allow residents to report common issues by answering a series of questions.



Geo-Fence Texting

Create mass messaging groups by selecting an area on a map.



Phone Number Database

Access a database of resident phone numbers and start texting.



Social Media Integration

Save time by instantly posting your text message to social media.



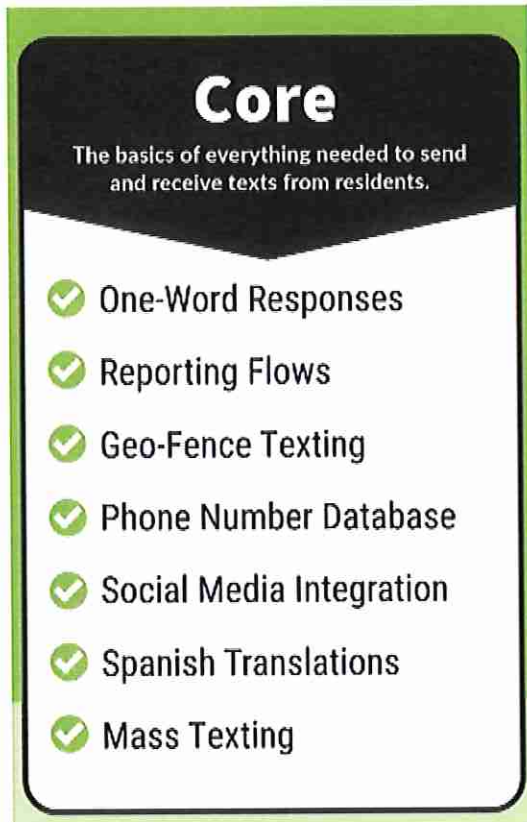
Spanish Translations

Let all residents access information with automatic Spanish Translations.

From: Madelyn Korpos <mkorpos@textmygov.com>
Sent: Tuesday, February 24, 2026 10:34 AM
To: Joan Heinen <city.clerk@baldwinmn.gov>
Subject: RE: Baldwin/Weather Alerts & IPAWS

Hi Joan,

Thanks for reaching out! I am not sure if Kayla let you know about the following information, but we have made some changes to the way our TextMyGov clients' services are structured, and The City of Baldwin is considered a **Core** client. Core clients have access to the following features:



To upgrade to our **EMA package**, which includes IPAWS access and NWS Weather Alerts access, the annual cost would move from \$4,000 to \$5,500. Here is what is included in the **EMA Package**:

EMA

Comprehensive emergency preparedness tools
with wide-reaching, official text alerts.

- ✓ **Core Package Features**
- ✓ National Weather Service (NWS) Weather Alerts
- ✓ Integrated Public Alert & Warning System (IPAWS)

You can also upgrade your package to **Premium**, which would include more features and services. Here is what is included with the **Premium package**:

Premium

A multi-channel communication package designed to reach every resident.

- ✓ Core Package Features
- ✓ EMA Package Features
- ✓ Voice Calls
- ✓ Surveys
- ✓ Mass Email Capabilities
- ✓ Enhanced Media Care Package

The cost to upgrade to **Premium** would move from \$4,000 to \$6,800 annually.

Please let me know if you have any questions!

Warm Regards,



Maddie Korpos

Client Relations Manager | TextMyGov

Direct: 435.266.7134

Support: 435.787.7222

mkorpos@textmygov.com



TextMyGov

From: Joan Heinen <city.clerk@baldwinmn.gov>

Sent: Tuesday, February 24, 2026 9:23 AM

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

RESOLUTION NO. 26-04

**RESOLUTION DELEGATING AUTHORITY TO CERTAIN CITY
OFFICIALS TO ENTER INTO CERTAIN CONTRACTS**

WHEREAS, Minn. Stat. § 412.271, subd. 8 states that a City Council may delegate its authority for entering into certain contracts and paying certain claims against the City to certain City Officials subject to certain criteria; and

WHEREAS, the prerequisite criteria for delegating this authority have all be met by the City of Baldwin through the following: (i) City's internal accounting and administrative procedures, (ii) regular review of expenditure list by the City Council at each meeting, and (iii) preparation of an annual audited financial statement attested by an independent certified public accountant; and

WHEREAS, the City Council has designated certain members as the Public Works Liaison #1 and the Fire Chief, hereinafter "City Officials"; and

WHEREAS, all checks drawn for payment of claims must be signed by the City Clerk-Treasurer and the Mayor; and

WHEREAS, the City Clerk-Treasurer will present to the City Council at the regular City Council meetings a Claims List of all actions taken by City Officials pursuant to this Resolution; and

WHEREAS, procurement of goods and services are made under the authority granted in this purchasing policy, City Council-approved resolutions and/or applicable state statutes.

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

1. **Purchases up to \$2,500 for Goods and Services for the Fire Department:** The Fire Chief for the City of Baldwin is authorized to enter into and execute agreement with individuals, firms and corporations to provide goods and services for the City's Fire Department in an amount not to exceed \$2,000 per month without obtaining the prior approval of the City Council.

2. **Purchases up to \$2,000 for Replenishment of Supplies for the Public Works Department:** The Public Works Liaison #1 for the City of Baldwin is authorized to purchase supplies and other routine maintenance items necessary for the good working order of the Public Works Department in an amount not to exceed \$2,000 per month without obtaining the prior approval of the City Council.
3. **Purchases up to \$2,500 for a Change Order/Work Order for Public Works/Road Projects:** The Public Works Liaison #1, in consultation with the City Engineer, is authorized to approve a "Change Order" or "Work Order" for a Public Works/Road Project previously approved by the City Council in an amount not to exceed \$2,500 per month without obtaining the prior approval of the City Council.
4. **Purchases up to \$2,500 for an Emergency by Public Works Liaison #1 and \$1,000 for all other City Council Members:** Public Works Liaison #1 is authorized to make purchases or enter into contracts during emergencies necessary to alleviate the emergency in an amount not to exceed \$2,500 per month without obtaining the prior approval of the City Council. All other Council members are authorized to make purchases or enter into contracts during emergencies necessary to alleviate the emergency in an amount not to exceed \$1,000 per month without obtaining the prior approval of the City Council. An emergency must be a situation arising suddenly and unexpectedly that requires speedy action essential to preserve the health, safety and welfare of the community, and not just an inconvenience. An emergency exists when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment of an essential service.
5. **Purchases up to \$250 for Office Supplies:** the City Clerk-Treasurer is authorized to make purchases or enter into contracts for office supplies in an amount not to exceed \$250 per month without obtaining the prior approval of the City Council.
6. **Compliance with Minnesota Law:** All City Officials acting pursuant to the terms of this Resolution shall comply with the provisions of the Uniform Municipal Contracting Law, Minn. Stat. § 471.35.
7. **Documentation:** All City Officials acting pursuant to the terms of this Resolution shall inform the City Clerk-Treasurer of any actions taken pursuant to this Resolution. Specifically, all payments or authorizations under this Resolution shall be summarized by the City Clerk-Treasurer within a Claims List that will be presented to the City Council at their next regularly scheduled meeting. A copy of the invoice or receipt for payment must be included with the Claims List to verify

the amount of the expenditure and shall be provided to the City Clerk for inclusion with the next regular meeting's agenda packet and proper account coding. Receipts from vendors must identify all products or services purchased, shipping charges, and sales tax. A printed confirmation of an internet purchase may be sufficient to comply with this requirement. If an invoice is not immediately available, the invoice must be provided to the City Clerk-Treasurer when it becomes available.

8. **Review by City Council:** The City Council shall be responsible for reviewing the Claims List and verifying the validity of the expenditures and compliance with this Resolution as part of the Consent Agenda.
9. **Review of Documents:** Contracts and other documents entered into pursuant to this Resolution shall be available for review and inspection by any member of the City Council at any time upon reasonable request.
10. **Unauthorized Expenditures:** All City Officials acting pursuant to the terms of this Resolution shall be required to reimburse the City for any purchases not in compliance with the terms of is Resolution.

Adopted this 18th day of March, 2026.

Jay Swanson, Mayor

Joan Heinen, Clerk

Joan Heinen

From: Greg Burkhardt -CarlsonSV <gregb@carlsonsv.com>
Sent: Monday, March 9, 2026 8:24 AM
To: Joan Heinen; Jodi Keezer
Subject: RE: Baldwin/FW: CarlsonSV LLP has sent you a proposal for City of Baldwin (#PROP-11819)

Joan,

The review fee is set at \$300 as a flat rate. Should any unexpected complexities arise that require further work, our standard hourly rate of \$140 will apply for additional hours. I hope this information clarifies things for the Council. If you need more details or have further questions, please feel free to reach out.

Please Note My New Email Address

Thanks,

GREG BURKHARDT | Partner
Office: 507.387.1338 | Direct: 507.519.6690
gregb@carlsonsv.com
430 S. Broad St., Suite 100 | Mankato, MN 56001
www.carlsonsv.com

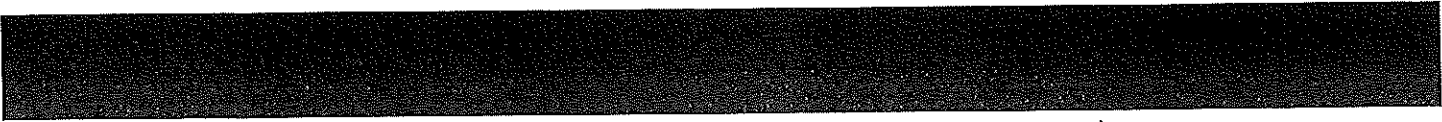


From: Joan Heinen <city.clerk@baldwinmn.gov>
Sent: Thursday, March 5, 2026 1:53 PM
To: Jodi Keezer <jodik@carlsonsv.com>
Cc: Greg Burkhardt -CarlsonSV <gregb@carlsonsv.com>
Subject: RE: Baldwin/FW: CarlsonSV LLP has sent you a proposal for City of Baldwin (#PROP-11819)

Hi Jodi,
I didn't see Greg on this email. Just wanted to make sure.
Thank you.

Joan Heinen
Clerk/Treasurer
City of Baldwin
30239 128th Street NW
Baldwin, MN 55371
763-389-8931
city.clerk@baldwinmn.gov

From: Jodi Keezer <jodik@carlsonsv.com>
Sent: Thursday, March 5, 2026 1:35 PM
To: Joan Heinen <city.clerk@baldwinmn.gov>
Subject: RE: Baldwin/FW: CarlsonSV LLP has sent you a proposal for City of Baldwin (#PROP-11819)



City of Baldwin

Start On Acceptance

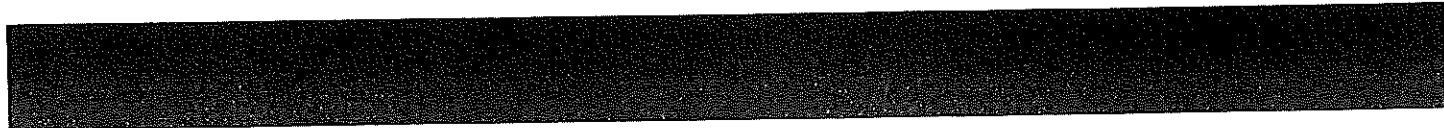


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Introduction

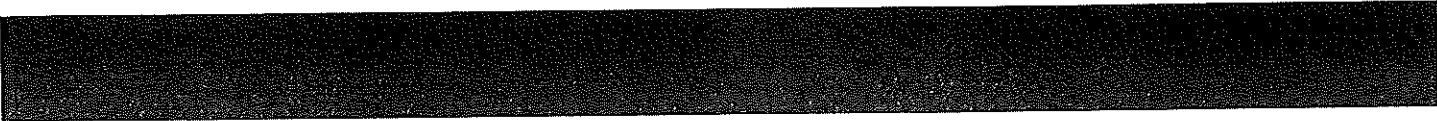
Services

Pricing

General Terms and Conditions

Service Terms and Conditions

Agreement Summary



Introduction

 **Jodi Keezer**

Hello,

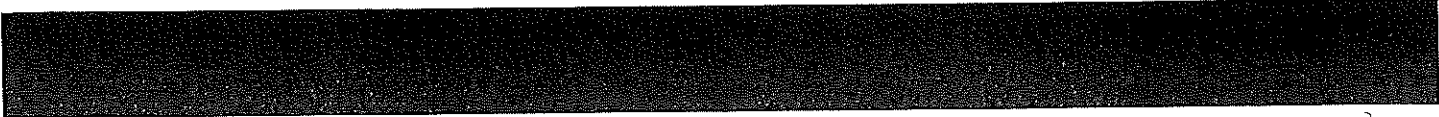
Attached is the MNPFL Payroll Guidance Advisory Services proposal that you have been discussing with Greg. Please let us know if you have any questions or concerns.

Thank you,

JODI KEEZER | Office Manager

CarlsonSV, LLP

Tel: 715.294.4880 | Direct: 715.954.4181 | jodik@carlsonsv.com



Services

Advisory Services - MN Paid Family Leave Payroll Guidance

MN Paid Family Leave Advisory Services – Payroll Guidance

CarlsonSV will provide advisory assistance related to the correction and ongoing implementation of PFML payroll treatment.

Our services include:

- Providing guidance on how to correct prior payroll periods where employer-paid employee PFML premiums were not recorded or taxed properly, including an explanation of required payroll adjustments.
- Providing instructions for setting up PFML properly in your payroll system for future payroll periods, including appropriate earnings and deduction treatment.
- Reviewing the PFML payroll setup and calculation methodology to confirm that taxable wages, benefits, and deductions are calculated and reported correctly.
- Providing a standardized worksheet to calculate the PFML taxable benefit, which may be retained as supporting documentation for audit and compliance purposes.

The Advisory Services fee will include:

Our service retainer is \$300 and a final invoice will be presented upon completion of the services. The final invoice is based on the complexities of your situation.

- We will evaluate, implement, and execute on the requested advisory services detailed in this proposal.
- Our advisory services are specific to your payroll and compliance circumstances and are intended to support management's implementation of PFML payroll requirements.



Pricing

Billed on acceptance

\$300.00
ex \$0.00 in taxes

✓ Advisory Services - MN Paid Family Leave Payroll Guidance



General Terms and Conditions

February 27, 2026

Joan Heinen
City of Baldwin
30239 128th Street NW
Baldwin, MN, 55371-3752

Dear Joan Heinen,

ENGAGEMENT LETTER – **CarlsonSV LLP** and City of Baldwin

This is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CarlsonSV LLP will provide.

CarlsonSV LLP is pleased to provide the professional services to City of Baldwin described herein. Please read this letter carefully, because it outlines expectations by both CarlsonSV LLP and City of Baldwin. The intention of this letter is to confirm your understanding of, and agreement with, both what is included with our services, as well as the limitations of the services you have asked us to perform.

Purpose, Scope and Output of the Engagement

CarlsonSV LLP will provide professional services at your request. You have engaged us to maintain the specified scope of services for City of Baldwin. You will review and approve all journal entries, transaction classifications, and account codes determined or changed by our firm. Without limiting the extent of the work we may provide for you, we will perform only the specified services at the specified intervals for this engagement.

Unanticipated Services

Only the services which are listed in the attached schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out which is not listed in the schedule, any additional work will be quoted to you before the commencement of said additional work. Once the scope of the additional work is agreed upon, we will issue an additional or updated letter of engagement via our online proposal system, and will ask you to sign the new agreement before we commence the new work.

Furthermore, City of Baldwin will agree that if an unanticipated need arises (such as an audit, an amended tax return or a personal financial statement required as part of a loan agreement), this additional work will be performed only after arriving at a mutually agreed-upon price and a Change of Service Request is accepted with a digital signature.

Period of Engagement

This engagement starts on On Acceptance and is valid until it is ended by mutual agreement or superseded by a newer engagement. We will not deal with earlier periods unless you specifically ask us to do so and we agree. You or we may agree to vary or terminate this agreement at any time without penalty. Notice of variation or termination must be given in writing. Upon termination, you agree to pay us for any work performed up to your notice of cancellation as previously agreed among us, or otherwise at our then current rates, that has not yet been paid. We may use any deposits or payments already received and apply them to your account in satisfaction of any amounts owing at the time of termination.

Service and Price Guarantee

CarlsonSV LLP will always stand behind the quality and professional nature of the services that we offer. If at any point you are not completely satisfied with the services we have performed, we encourage you to bring this to our attention immediately. We prefer to be given the opportunity to correctly address your concerns and allow us a chance to win your trust back and prevent similar problems from happening in the future.

If you are still not satisfied with the outcome of our services, we will work towards a mutual agreement regarding the payment for services completed. As an example, we may agree to either forgive the related payment or accept a portion of the originally agreed price that reflects your level of satisfaction.

Ownership of Documents

All original documents obtained from the client arising from the engagement shall remain the property of the client. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Client Responsibilities

City of Baldwin is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. City of Baldwin is required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to City of Baldwin is only an opinion based on our knowledge of your particular circumstances.

Based on questions and/or concerns you have, regarding your ongoing financial reporting, accounting records, and business management issues, we will offer our opinion(s) and describe any alternatives we are aware of. Our opinion(s), and related alternatives, will be based on our knowledge, training and experience, but at all times, the decisions you make are strictly yours, as is the responsibility for the financial records of your company.

If necessary, we may suggest you contact your attorney, one of our strategic partners with that specific expertise, or someone else better suited to assist you.

Scope of Limitations

Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations, which may exist. We may inform you of any matters that come to our attention.

Confidentiality; Our Proprietary Information

In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express written consent. This applies even if you are no longer a client. We are committed to safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect it. However, we may be required by law to disclose what may otherwise be considered confidential information of yours if requested by the IRS or federal government, or if you disclose that information to a third party.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry. If your business or industry requires greater privacy or security protections than those provided in this

letter, it is your responsibility to ensure that your disclosure of information to us is in compliance with such requirements, and you agree to indemnify and hold us harmless in connection with any claims arising from your failure to do so.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Third-Party Disclosure and Use of Third-Party Services

Unless you indicate otherwise, our firm may transmit confidential information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third party developers), transfer of accounting information and other data files via the internet, online back-up services, website developer and hosting services (for newsletter and order processing), credit card processing company, etc. We only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm. We will ensure that third-party service providers who we share information with agree to protect your confidential information and to use it only in connection with the services they perform for us.

Electronic (Email) Communications

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Record Retention

During the course of our work with you, we may use one or more third party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your accounts payable or other business documents. By signing this agreement you confirm that you understand the services being provided and also agree that CarlsonSV LLP is not liable for record retention or any other aspect of the services provided by these third parties, even if we absorb the cost (in part or in full) of a third party service as a benefit to you. You at all times assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

It is our policy to keep records related to this engagement for 7 years for discontinued and ongoing clients. If you are unsure as to how to best maintain your records, please let us know and we can review this with you. We will provide you with copies of all reports prepared that should be a part of your books and records, but our records pertaining to this engagement are not a substitute for your original records, and physical deterioration or catastrophic events may shorten the term during which our records will be available.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our work is complete. We do not keep copies of these documents as a policy. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our work.

If our engagement with you ends for any reason, we may provide you with the option to continue any third party subscription based services at your expense (in some cases we may have absorbed the cost of these services during our work with you). If the foregoing is applicable we do offer continuation of the applicable services, you agree to complete the transfer of services to your name and assume responsibility for payment within 10 days of the end of our work with you. Our "end date" will be defined as the 11th business day following the date shown on the email or letter of termination/resignation transmitted by either party. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you elect to restore those services (if that option is available from the service provider) or request copies (digital or hard copy) of records from the third party provider.

Indemnification

You agree to indemnify CarlsonSV LLP for any monetary losses, including attorney's fees, caused in whole or part, by your negligence, dishonest intentional act or misrepresentations to us, or failure to meet or fulfill the obligations outlined in this engagement letter.

Accuracy of Information Provided

Our engagement is limited to the period and the professional services indicated herein for the specified period. We will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore, be relied upon to make disclosure of such matters.

Billing

Services may be billed on a fixed rate, hourly billing rate, or by retainer, as indicated herein. Where we cannot provide a fixed rate quote, we will quote an hourly rate in cases of project work where it is difficult to define the scope of the service required. In the case where you have been quoted an estimate based on an hourly rate, CarlsonSV LLP will inform City of Baldwin of the amount of time used before we issue the final bill and collect payment.

For engagements billed with a retainer, an initial retainer payment is due upon execution of this engagement letter. Retainer funds will be applied to invoices as services are rendered unless otherwise specified in the engagement schedule. The retainer is not an estimate of total fees and shall not be construed as a maximum fee for services. We may apply retainer funds to any outstanding invoice at our discretion.

Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable sales tax, and are due when rendered. Fees for additional services will be established separately.

Invoicing and Payment

For engagements billed without a retainer, we will submit our bill monthly as services are performed, and it will be due and payable upon receipt. If an extension of our services is requested, we will discuss our fee arrangements at that time.

We reserve the right to suspend our services or to withdraw from this engagement in the event of delinquent invoices or failure to provide requested information in a timely manner. Amounts not paid within 30 days may be subject to a finance charge of 1.5% per month with a minimum charge of \$7.50. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

Governing Law; Venue; Attorneys Fees

This Agreement will be governed by the laws of the state where the office of CarlsonSV LLP that primarily provides the services under this engagement is located, without reference to rules governing choice of laws. Any action relating to this Agreement must

be brought in the federal or state courts located in the state referenced in the foregoing sentence, and both parties irrevocably consent to the jurisdiction of such courts.

If either party brings an action against the other concerning the outcome, quality or timeliness of our performance of services or other matters related to this engagement, the party who prevails shall be entitled to recover her/his/its (or, if applicable, her/his/its professional liability insurer's) attorney fees and costs incurred in defending such suit.

Entire Agreement

This letter and any schedules or exhibits incorporated herein contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

Confirmation of Terms

Please review and digitally sign this letter below to indicate that it is in accordance with your understanding of the arrangements.

Very truly yours,

CarlsonSV LLP

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of City of Baldwin. I hereby agree to the terms of engagement dated On Acceptance of CarlsonSV LLP as set out above in this letter of engagement.

Service Terms and Conditions

Advisory Services - MN Paid Family Leave Payroll Guidance

Your Responsibilities

- Provide us with complete and accurate payroll information
- Implement payroll corrections and system changes based on our guidance
- Review and approve all payroll calculations and adjustments
- Retain final responsibility for payroll processing, reporting, and compliance

Other Services Not Included

CarlsonSV LLP will not provide the following services unless specifically agreed to in writing:

- Processing payroll
- Entering payroll data, configuring payroll items, or posting payroll transactions in your payroll system
- Preparing or filing payroll tax returns and/or PFML reports

Other Service We Do Not Provide

CarlsonSV LLP will take responsibility for the items listed above; any other items will be your responsibility. Additional fees may apply if you wish to add additional services. Please understand not all requests can be accommodated due to expertise, licensing, or time resources.

- **Human Resources Management:** CarlsonSV LLP cannot provide any legal advice. CarlsonSV LLP will not act as your Human Resources management outsource. We do not provide Human Resources advice. This includes:
 - Management of employee files, timekeeping, or any other employment related issues
 - Any employee Human Resources services or documents
 - Any employment related Human Resources forms
 - Any fringe benefits or selling of any financial products/insurance
 - Any employment legal advice (Hiring, termination, etc.)
- **Paid Leave Management:** CarlsonSV LLP does not act as your paid leave administrator for any paid leave plans. This includes:
 - Management and administration of your paid leave benefits
 - Represent your company as the Paid Leave Administrator
 - Provide legal advice regarding the application or use of paid leave, which includes drafting company employment policies



Agreement Summary

Sender	CarlsonSV LLP
Sent Date	Friday, February 27, 2026 12:05 PM
Recipient	City of Baldwin
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
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March 11, 2026

Re: City of Baldwin; Charitable Gambling Ordinance

To Whom It May Concern:

This office represents the City of Baldwin. It has been brought to the City's attention that your organization has not made its required contribution of ten percent (10%) of its net charitable gambling profits to the City on January 1, 2026 as required by Section 11 of the City's "*Ordinance Authorizing and Regulating the Conduct of Lawful Gambling Within the City of Baldwin, Minnesota*". A copy of the Ordinance is available on the City's website. Section 11 of the Ordinance states:

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

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

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

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

March 11, 2026

Page 2

The City requests that your organization remit the required January 1, 2026 payment and any future payments to the City at the following address:

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

Your courtesy and cooperation in this matter are appreciated. The City Council looks forward to your prompt attention to this matter. If you have any questions please contact Joan Heinen, City Clerk, at (763) 389-2751 or city.clerk@baldwinmn.gov or this office.

Sincerely,

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

Cc: City of Baldwin (via email)

RESOLUTION NO: 26-06

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

DISPLAY OF THE MINNESOTA STATE FLAG

WHEREAS, the Minnesota State Flag ("State Flag") has remained largely unchanged since 1893; the current official State Flag was created in 1957 with modifications in 1983; and

WHEREAS, the Governor of Minnesota and the 2023 Legislature created a State Emblems Redesign Commission to redesign of the State Flag; and

WHEREAS, the Redesign Commission brought forward to the Legislature recommendations on the State Flag redesign; and

WHEREAS, the Legislature approved and the Governor signed a bill adopting an updated State Flag effective of May 11, 2024; and

WHEREAS, the State Flag is not only a symbol of our state, but also of our history and contains historical information that is part of the rich history of our state, and

THEREFORE BE RESOLVED THAT barring any unknown State of Minnesota Statute requirement, the Baldwin City Council has determined that the prior 1983 version of the Minnesota State Flag shall be flown upon properties owned and maintained by the City of Baldwin.

(Remainder of this page intentionally blank)

ADOPTED by the Baldwin City Council this 18th day of March, 2026.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

CITY OF BALDWIN

Jay Swanson, Mayor

ATTEST:

Joan Heinen, City Clerk/Treasurer

Jim's
**MILLE LACS
DISPOSAL, INC.**

March 3, 2026

City of Baldwin
Attn: Joan
PO Box 25
Princeton, MN 55371

Re: Clean up May 2, 2026 From 8 am to 11 am

Dear Joan,

You will notice there is a slight increase in the cost per ton for the trash along with an increase in the driver's labor. A large increase is in the recycling of the tires of 35%. I have checked around and cannot locate another facility that is cheaper.

We will deliver the 3 roll-off boxes for metals and tires on Wednesday and/or Thursday for the clean-up. I will plan on having them set in the same area as previous years unless I hear differently.

The pricing will be as follows:

Trash truck	\$ 95/ton plus \$175/hour/Truck
Appliances non-freon	\$ 10 each
Appliances freon	\$ 30 each
TV any size	\$ 30 each
Computer monitor	\$ 30 each
Computer tower	\$ 10 each
Printers	\$ 10 each
Spring items	\$ 30 each
Propane tanks #20	\$ 5 each
Oil filters	\$ 2 each

Tires:

Car/ATV	\$ 10 each
With rim	\$ 12 each
16.5"	\$ 14 each
With rim	\$ 16 each
19.5"-Semi	\$ 27 each
With rim	\$ 30 each
Tractor	\$129 each
With rim	\$142 each

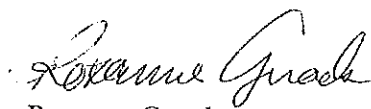
This year the tire recycling company that we take the tires charges additional for dirty tires; the charge is \$5 more per tire minimum.

****No Gas or Serval Refrigerators will be accepted.**

We will bring 3 people and a skid loader to help load.

If you have any questions, please call me at 320-983-6474.

Sincerely,


Roxanne Gerads



CITY OF BALDWIN

30239 128th Street NW, Baldwin, MN 55371

CLEAN UP DAY

Saturday, May 3rd, 2025

8:00 a.m. to 12:00 p.m.

Tires: 4 Free Tires up to 16"

(Each additional \$7.00)

Car/ATV	\$7.00 each
(with rim)	\$9.00 each
16.5"	\$10.00 each
(with rim)	\$12.00 each
19.5" – Semi	\$20.00 each
(with rim)	\$22.00 each
Tractor	\$95.00 each
(with rim)	\$105.00 each

Appliances: 1 Free (non-Freon)

(Each additional \$10.00)

Freon \$30.00 each

Televisions: (any size) \$30.00 each

Electronic Equipment:

Tower/Printers	\$10.00 each
Monitor	\$30.00 each

Propane Tanks 20 lbs	\$5.00 each
With valve	\$25.00 each

Sinks/Toilets

\$5.00 each

Bathtubs

\$15.00 each

Furniture

Stuffed chairs/mattresses/
box springs \$20.00 each

Air Conditioner: \$30.00 each

Car/Truck Batteries No charge

Scrap Metal (clean) No charge

Lawn mowers (tires off),
Bicycles (tires off), radiators

NOTE: No plastic, rubber, or wood connected to metal otherwise our vendor has a separate \$5.00 per item charge.

- No oil or gasoline in engines and plugs taken out.
- Snowmobiles with hoods \$30.00, no plastic hoods accepted.
- Gas and Servel refrigerators not accepted.

NON-ACCEPTABLE ITEMS

Hazardous waste, wood, fence material, glass, paint, cans, recyclables, plastics, building materials, paper, sheetrock, household garbage, household batteries, general junk, etc.

BRING PROOF OF RESIDENCY (Driver's License or Tax Statement)

PLEASE NOTE: THE CITY UNLOADS ALL ITEMS



**MINNESOTA POLLUTION
CONTROL AGENCY**

Funded by MPCA SCORE Grant Dollars



CLEAN UP DAY
City Hall - 30239 128th St NW
Saturday, May 3rd, 2025
8:00 a.m. to 12:00 p.m.

• **Acceptable Items:**

Tires: Car, Truck, ATV, Semi, Tractor

Appliances: Refrigerators, Stoves, Microwaves, Washer and Dryers, Dishwashers

Televisions: Any Size

Electronic Equipment: Towers, Monitors, Modems, Printers, Laptops, Consoles

Propane Tanks: #20, With or without valves

Bathrooms: Sinks, Toilets, Bathtubs

Furniture: Chairs, Couches, Mattresses, Boxsprings, Recliners, Dining Room Tables, Lamps

Air Conditioners

Car and Truck Batteries

Scrap Metal: Radiators, Bikes with no tires, Lawn Mowers with no tires, Car parts, steel fence posts

• **Non- Acceptable Items:**

Hazardous waste	Pop Cans	Paper	Oil/Filters
Wood	Recyclables	Sheetrock	Plastics
Fence material	Household garbage	Rubber	Paint
Glass	Household batteries	General junk	Gasoline
Building Materials	Gas and Servel Refrigerators		

BRING PROOF OF RESIDENCY (Driver's License or Tax Statement)
PLEASE NOTE: THE CITY UNLOADS ALL ITEMS

Sherburne County
"City/Township Recycling Day Events"
2026 Grant Agreement

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

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1) DEFINITIONS:

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

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

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

4) Notwithstanding the date of the signatures of the parties, the term of this Agreement is February 17, 2026, through December 31, 2026, or until terminated by law or in accordance with the terms of this Agreement.

5) GRANT AMOUNT:

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

Grantee's 2026 SCORE Grant Application and in Sections 6 and 7 below. If the program or project deviates from that as specifically presented in the grant application materials, the Grantee must obtain the express consent of the County, or the reimbursement may be denied.

6) ITEMS ELIGIBLE FOR REIMBURSEMENT:

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

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

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

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

7) ADVERTISEMENT

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

8) REIMBURSEMENT

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

Section 5 above unless the County approves a supplemental grant allocation as provided below. All recycling reimbursement requests shall include a **Certificate of Recycling**, along with the invoice from the contracted Recycling Facility or Hauler.

The County has allocated a total of \$89,900.00 for City and Township Recycling Day grant agreements with participating cities and townships (the "City/Township Recycling Day Grant Agreements"). If the Grantee's eligible expenses exceed the initial amount of SCORE Funds provided pursuant to this Agreement (\$8,900.00), the Grantee may request additional 2026 SCORE Funds from the County to cover the cost of those eligible expenses as identified in Section 6 of this Agreement. If other cities and townships have not requested reimbursement for the full amount of their initial 2026 SCORE Funds and monies remain in the County's 2026 City and Township Recycling Day Event SCORE budget, the County may, in its sole discretion, award additional SCORE Funds to the Grantee, in an amount to be determined by the County. The County's total obligation for all reimbursements under all City and Township Recycling Day Grant Agreements shall not exceed \$89,900.00.

9) COVERED ELECTRONIC DEVICE

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

10) INELIGIBLE ITEMS

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

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

11) RESIDENCY

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

12) ANTI-SCAVENGING

Persons or organizations other than a Hauler, licensed pursuant to Section 4.0 of the Sherburne County Solid Waste Management Ordinance, shall not collect solid waste at a scheduled Recycling Day Event. Participants and staff persons who participate in the Recycling Day Event shall not be permitted to take or remove any items deposited at the Recycling Day Event for their own personal use.

13) RECORDS

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

14) PUBLICITY

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

15) DATA PRACTICES

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

16) WORKER'S COMPENSATION

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

17) JOINT VENTURE

Neither the provision of this grant, not this Agreement, constitutes or creates a joint venture or enterprise between the Grantee and Grantor.

18) INDEMNIFICATION

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

19) GENERATOR

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

20) DISPOSAL

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

21) FINAL REPORT

The "2026 Recycling Day Report" shall be completed by the Grantee on a form provided by the Grantor and shall reflect the accurate expenses incurred by the Grantee during the Recycling Day Event. This report shall include copies of all receipts and invoices which have been properly itemized and submitted for reimbursement. The "2026 Recycling Day Report" shall be mailed or emailed to the Grantee by the Grantor prior to June 30, 2026. The "2026 Recycling Day Report" and all invoices and receipts shall be returned to the Grantor by the Grantee prior to July 31, 2026. Reimbursement for eligible costs incurred during the Recycling Day event is contingent upon verification that the "2026 Recycling Day Report" is complete and accurate.

22) ADDITIONAL CONDITIONS

- A. In the event that the total reimbursement under this Agreement following Grantee's spring Recycling Day event is less than the total grant amount provided in Section 5, Grantee may request to utilize the remaining grant funds for conducting a subsequent Recycling Day Event during calendar year 2026. Any such request shall be made in writing to the County Solid Waste Administrator prior to July 31, 2026, and will be subject to approval by the County Board of Commissioners in the County's sole discretion. Any approval issued by the County to use the remaining grant funds during calendar year 2026 shall be subject to the terms and conditions of this Agreement, unless the parties otherwise agree in writing.
- B. Grantee agrees that the use of SCORE monies shall be pursuant to Minnesota State Statute 115A.557. The parties shall further abide by all Federal, State or local laws; statutes,

ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota.

- C. Unless earlier terminated by either party with or without cause by giving the other party thirty (30) days written notice, this Agreement shall terminate once the County has reimbursed Grantee the maximum amount of available SCORE Funds pursuant to this Section 5. Sections 13, 14, 17, 18, 19 and 22(B) shall survive termination of this Agreement.
-

GRANTEE:

City of Baldwin Authorized Representative

Date

COUNTY OF SHERBURNE:

County Board Chair

Date

ATTESTED TO:

Clerk of the County Board

Date

Agreement approved by County Attorney's Office

Customer: Baldwin Township



Jobsite: Young Park Playground

ARC Irrigation is a Certified Contractor. Our business has two m workman's comp, and is fully bonded. We are current with our I we are a Licensed Technology Systems Contractor.

Here are some details on our services:

Fertilization and Weed Control: Lawn Applications of liquid c broad leaf control. Lime and grub control applications are also av

Lawn Aeration: Enhances soil water and fertilizer uptake for he

ARC - 2026
YOUNG PARK
BALL FIELD / 4 APPS @ \$209.07 = \$836.28
PLAYGROUND / 4 APPS @ \$370.00 = \$1480.00
TRAIL VEG KILL (1) @ \$705.00
GOOSE LAKE PARK
TRAIL VEG KILL (1) @ \$295.00
TOTAL: \$3,366.28

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

Please update our records:

Company Name: _____
Contact Person: _____
Location Address: _____ City: _____ Zip: _____
Billing Address: _____ City: _____ Zip: _____
Work Number: _____ Email: _____

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

Fertilizing & Weed Control: \$370.00

Of Applications: _____

Weed Preventer/Killer Trails: \$705.00

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

All payments are due within 15 days of the invoice date. Accounts not paid by the due date will be subject to a monthly late fee of \$5.00 or an interest charge of 0.66% per month (8% per annum), whichever is greater. In the event of non-payment, the customer agrees to pay all costs of collection, including reasonable attorney fees, court costs, and disbursements as permitted by law.

**CITY OF BALDWIN
RULES AND REGULATIONS
FOR THE CARE & PRESERVATION
OF BALDWIN CEMETERY**

DEFINITION OF CEMETERY LOTS

A cemetery lot shall consist of land area 4' by 10'

SALE OF LOTS

All sales shall be made on an approved form (Deed) which grants a right of burial only and does not convey any other title to the lot or burial space sold. Such form shall be executed by the City Clerk/Cemetery Sexton. The Deed shall be signed by the City Clerk/ Cemetery Sexton. One copy shall be kept on file for City use. The original is given to the purchaser who then becomes the Internment Rights Holder.

Only human remains may be buried (no pets).

Cemetery lots are transferable but done only through the City Clerk/Sexton and can be sold back to the City of Baldwin (at the original price) or gifted back. Cemetery lots that have been sold but remain vacant for fifty (50) years from the date of sale shall automatically revert to the City upon occurrence of both of the following events:

- a. Notice shall be sent by the Clerk by first class mail, return receipt requested, to the last known address of the last owner of record informing him/her of the expiration of the fifty (50) year period and that all rights with respect to said lots/burial spaces will be forfeited if the owner does not affirmatively indicate in writing to the Clerk within 60 days from the date of mailing of the written notice the owner's desire to retain said burial rights.
- b. No written response to said notice indicating a desire to retain the cemetery lots/burial spaces in question is received by the Clerk from the last owner of record of said lots/burial spaces, or the owner's heirs or legal representative, within 60/30 days from the date of mailing of said notice.

The City Sexton shall maintain records concerning all burials and burial permits, separate and apart from any other records of the City and the same shall be open to public inspection at all reasonable business hours.

PURCHASE PRICE

As of May 3, 2004, a lot, described as one gravesite, will be sold at:

- a. \$500.00 for residents of the City of Baldwin
- b. \$700.00 for non-residents
- c. Payable to the City of Baldwin
- d. \$25.00 for gravesite marking
- e. \$25.00 for monument marking
- f. Payable to Sexton or person charged by the City to mark gravesites/monuments.

The lawful owner of any cemetery lot within the City shall promptly provide the City Clerk with any change in that owner's mailing address.

The City Council may periodically alter the foregoing fees to accommodate increased costs and needed reserve funds for cemetery maintenance and acquisition.

MONUMENTS AND FOUNDATIONS

1. No monuments or markers shall be erected until all assessments have been paid. The rights of owners of lots to erect monuments shall be subjected to the approval of the Baldwin City Council
2. Further erection of any above ground vaults or mausoleums shall be prohibited.
3. Dealers or manufacturer's cards of advertisements shall not be cut or marked on any stone or placed anywhere within the cemetery enclosure.
4. Markers on all lots purchased after January 1, 1999 will be classified as flat grass markers with a four-inch cement border around the base.
5. The City of Baldwin will not be held responsible for any damage, loss or theft of any personal property such as flowers, plants, decorations, vases, crocks, markers, monuments, etc.
6. No material other than standard granite or bronze shall be used for any monument or marker. Crosses or other grave markers of wood or iron, that are left as permanent will not be allowed, with the exception of military markers.
7. Should it become necessary to move any structure, tree, or monument at the gravesite for a burial, all fees will be the responsibility of the gravesite owner. The City of Baldwin will not be liable for any fees associated with moving any structure, tree or monument.
8. The footing or foundation upon which any marker or memorial must be placed shall be constructed by the company placing the marker or memorial and shall be paid for by family or other responsible person involved at their expense.
9. Owners shall be responsible for the upkeep of markers, monuments etc. Should any monument or memorial (or monument which was in place before this Ordinance became effective) become unsightly broken moved off its proper site, dilapidated or a safety hazard, the City Council shall have the right at the expense of the owner, to correct the condition or remove the same. The City shall make reasonable attempts to contact the owner prior to any such work beginning.

INTERMENTS

1. No grave shall be dug or interments made except under the supervision of the Cemetery Sexton or representative of the Baldwin City Council.
2. All casket burials shall be in a standard funeral director approved durable vault installed or constructed in each lot/burial space before interment and buried 6 ft deep.
3. The cemetery allows two cremated remains to be placed on one gravesite or one cremated remains to be placed on one casketed gravesite at the discretion of the gravesite owner.
4. Receptacle for remains must be solid and durable. Receptacle will not be taller than 12 inches if being placed in existing gravesite.
5. Grave opening and closing prior to and following a casket burial therein, shall be at a cost determined by the funeral home in charge of the burial, and no burial spaces shall be opened and closed except under the direction and control of the City Sexton. The request for opening of a burial site can be made through the funeral home directly to the City sexton.

GROUND MAINTENANCE

1. No build-up, grading, leveling, or excavating upon burial space shall be allowed without the permission of the City Council. Surfaces other than earth or sod are prohibited without prior approval from the City Council.
2. Fencing benches or structures of any kind are not allowed except with an approved variance by the Baldwin City Council.
3. No tree, shrub, bush shall be planted, removed, cut down or destroyed within the borders of any lot without the consent of the Baldwin City Council. If, in the opinion of the Baldwin City Council, any tree, shrub, or bush situated upon any lot becomes detrimental to any adjacent lot or avenue OR becomes unsightly OR inconvenient to caretaker, Baldwin City Council reserves the right to remove such trees, shrubs, bushes, or parts thereof as may be necessary.
4. Having a fire, snowmobiles, golf carts or 4-wheelers are strictly prohibited from cemetery grounds at all times.
5. All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers, and flower containers will be removed from the cemetery within 14 days after a burial. Artificial flowers, or articles of similar nature, shall be removed at the discretion of the caretaker.
6. Planters and urns may be placed within the border, to the left or right of a marker or in the case of a double marker, to the center, in such a way that the mower may cut the grass around the marker. No flowers may be planted on the grave. Live or artificial flowers may be placed securely in pot stands at any time. However, live or artificial flowers may be placed on graves 5 days prior to Memorial Day but must be removed 10 days after Memorial Day. If not properly cared for, such plantings (artificial or live) may be removed at the discretion of the caretaker.
7. ALL FLOWERS MUST BE REMOVED BY OCTOBER 1 FROM CEMETERY PROPERTY.

CEMETERY HOURS

The cemetery shall be open to the general public from Dawn to Dusk each day. No person shall be permitted in the City cemetery at any time other than the foregoing hours.

CHANGES IN RULES AND REGULATIONS

The Baldwin City Council Reserves the right to amend these rules and regulations in order to best serve the interests of the cemetery, City, and Interment Rights Holders and is not required to give notice of such action

The provisions of these rules and regulations are hereby declared to be severable and should any provision section or part hereof be declared invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision section or part hereof involved in such decision and shall not affect or invalidate the remainder of these rules and regulations which shall continue in full force and effect.

INTERMENTS

1. No grave shall be dug or interments made except under the supervision of the Cemetery Committee or representative of the Baldwin Town Board.
2. No interments shall be made of two or more bodies in one grave unless such bodies are laid in one casket.
3. Graves for adults shall be approximately four and one-half feet deep; graves for children shall be approximately four feet deep.
4. No interments shall be made in grave sites which have not been paid for or arrangements to pay for made. Unused graves shall revert to cemetery.
5. No casket or urn shall be interred in the cemetery unless it is enclosed in a concrete vault or cement box.

CREMATION

1. The cemetery allows two cremated remains to be placed on one gravesite or one cremated remains to be placed on one casketed gravesite at the discretion of the cemetery owner.
2. Receptacle for remains must be solid and durable. Receptacle will not be taller than 12 inches if being placed in existing gravesite.
3. Any unauthorized interment of cremated remains is prohibited.
4. No casket or urn shall be interred in the cemetery unless it is enclosed in a concrete vault or cement box.

COST

1. As of August 2, 2010, a gravesite will be sold at:
 - \$500 for residents of township
 - \$700 for non-residents
 - \$25 cemetery permit for gravesite marking
 - \$25 cemetery permit for monument marking.

MONUMENTS AND FOUNDATIONS

1. No monuments or markers shall be erected until all assessments have been paid. The rights of owners of gravesites to erect monuments shall be subjected to the approval of the Cemetery Committee.
2. Further erection of any above ground vaults or mausoleums shall be prohibited.
3. Dealers or manufacturer's cards of advertisements shall not be cut or marked on any stone or placed anywhere within the cemetery enclosure.
4. Markers, on all gravesites purchased after January 1, 1999, will be classified as flat grass markers with a four inch cement border around base. Baldwin Township will not be held responsible for any damages, loss or theft of any personal property such as flowers, plants, decorations, vases, crocks, markers, monuments, etc.
5. No material other than standard granite or bronze shall be used for any monument or marker. Crosses or other grave markers of wood or iron that are left as permanent will not be allowed, with the exception of military markers.
6. Should it become necessary to move any structure, tree or monument at the gravesite for a burial, all fees will be the responsibility of the gravesite owner. Baldwin Township will not be liable for any fees associated with moving any structure, tree or monument. Baldwin Township will not be responsible for any damage or breakage.
7. Monuments and foundations placed after October 5, 2015 must be placed on owner's lot not in township right of walkway.

MISCELLANEOUS

1. Workmen are not allowed to scatter material over adjoining gravesite or leave debris on the ground for any longer period than is absolutely necessary. In all cases the activities of the workmen are subject to the direction and supervision of the Cemetery Committee. No fires shall be allowed in the cemetery except under the supervision of the Committee. Any person creating refuse within the cemetery shall remove refuse.
2. Enclosures of any description considered unsightly and unnecessary are prohibited. No tree, shrub, or bush shall be planted, removed, cut down or destroyed within the borders of any gravesite without the consent of the Committee. If, in the opinion of the Committee, any

tree, shrub, or bush situated upon any gravesite becomes detrimental to any adjacent lot or avenue OR becomes unsightly OR inconvenient to caretaker, Committee reserves the right to remove such trees, shrubs, bushes, or parts thereof as may be necessary. Should any structure on any gravesite become unsightly, the Committee reserves the right to repair same at owner's expense or to remove same from gravesite.

3. Artificial flowers, or articles of similar nature, shall be removed at the discretion of the caretaker.
4. Planters and urns may be placed within the border, to the left or right of a marker or in the case of a double marker, to the center, in such a way that the mower may cut the grass around the marker. No flowers may be planted on the grave. Live or artificial flowers may be placed securely in pot stands at any time. However, live or artificial flowers may be placed on graves 5 days prior to Memorial Day, but must be removed 10 days after Memorial Day. If not properly cared for, such plantings (artificial or live) may be removed at the discretion of the caretaker.
5. ALL FLOWERS MUST BE REMOVED BY OCTOBER 1 FROM CEMETERY PROPERTY.

BALDWIN TOWNSHIP RESERVES THE RIGHT TO AMEND THESE RULES AND REGULATIONS IN THE BEST INTEREST OF THE CEMETERY AND IS NOT REQUIRED TO GIVE NOTICE OF SUCH ACTION.

Joan Heinen

From: Robert Ruppe <bob@couriruppe.com>
Sent: Wednesday, March 11, 2026 5:33 PM
To: Joan Heinen; Sam Jochum
Cc: minnva@aol.com
Subject: City of Baldwin; Elk Lake Encroachment Agreements; Locke Encroachment Agreement Proposed Amendment.

Joan,

I received a telephone call today from Grant Locke to discuss his proposed License Agreement with the City regarding the wooden posts that currently encroach on the City's road right-of-way for 138th Street NW. Mr. Locke informed me that he would lower the elevation of the posts to not exceed a six (6) inch reveal and would sign the License Agreement. Mr. Locke believes that some of the posts could be lowered even more than the required six inches. However, prior to signing the Agreement, Mr. Locke requests that the City consider amending Section 6 of the Agreement. Section 6 states:

Owner shall at Owner's expense maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; the City shall be a named insured. The Owner's insurance policy and certificate shall not be canceled, or its conditions altered in any manner without (Ten) 10 days prior written notice to the City. The insuring company shall deliver to the City certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. The cancellation or alteration of said liability insurance policy without the express written consent of the Township shall be deemed to be a material breach of this contract and shall further be deemed a termination of this Agreement such that the provisions of Sections 2 and 3 shall apply.

Currently complying with Section 6 would require him to maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04. This language would require him to increase his homeowner's liability insurance from \$300,000 to \$1.5 million at an increased cost. Mr. Locke requests that the required amount of insurance be lowered to \$300,000.

I recommend the proposed reduction as the potential risk of liability from the wooden posts once lowered to the required elevations would be minimal to the traveling public.

Could you please place this matter on the City Council's March 18th Agenda under "New Business" as "Discuss/Approve/Disapprove Grant Locke Encroachment Agreement Amendment – City Attorney".

Please call with any questions.

Robert T. Ruppe
Couri & Ruppe, P.L.L.P.
P.O. Box 369
705 Central Avenue East
St. Michael, MN 55376
(763) 497-1930 Office
(612) 210-8679 Cell
(763) 497-2599 Fax

COURI & RUPPE, P.L.L.P

Michael C. Couri*
Robert T. Ruppe**
Mark S. Allseits

**Also Licensed in Illinois*

***Also Licensed in California*

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

February 10, 2026

Grant & Nora Locke
29011 -- 138th Street NW
Zimmerman, MN 55371

Re: City of Baldwin; License Agreement

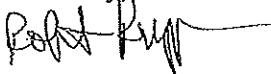
Dear Mr. and Mrs. Locke:

This office represents the City of Baldwin. As requested, the City Council has agreed to allow the large wooden posts located on your property and within the City's road right-of-way to remain provided that you enter into and comply with the terms of the enclosed License Agreement with the City. Please sign this Agreement where indicated in front of a notary public and return it to the City at the following address: City of Baldwin, 30239 128th Street NW, Baldwin, MN 55371.

You can also deliver the signed, notarized Agreement to City offices during normal business hours. The City Clerk is a notary who can witness your signature on the Agreement. The City will mail you a completed copy of the Agreement for your records once it is signed by the Mayor and City Clerk.

Your courtesy and cooperation in this matter are appreciated. The City Council looks forward to your prompt attention to this matter.

Sincerely,



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

Enclosure

Cc: City of Baldwin (via email)

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

LICENSE AGREEMENT

This License Agreement is made this ____ day of _____, 2026, between the City of Baldwin, a municipal corporation of the State of Minnesota, (the "City"), and Grant Locke as Trustee of the Revocable Trust Agreement of Grant M. Locke and Nora L. Locke dated November 15, 2018, (the "Owner"). The City and Property Owner are each a "Party" and collectively the "Parties" to this Agreement.

WITNESSETH:

Whereas, Owner is the fee owner of certain real property located at 29011 138th Street NW, Zimmerman, Minnesota 55398 in the City of Baldwin, Sherburne County, State of Minnesota, PID No. 01-00409-0210, and which is legally described as Lots 15-16, Block 2 of the Plat of Elk Point as Recorded in the Office of the Sherburne County Recorder, (the "Owners' Property"); and

Whereas, adjacent to Owner's property is public property, namely City road right-of-way for 138th Street NW, (the "Easement"); and

Whereas, the Owners maintain large wooden posts on the Owner's Property as graphically depicted on attached Exhibit A which encroaches on the Easement; and

Whereas, the Owner desires to maintain the large wooden posts in their current location. The City is willing to permit the posts to remain in its current location subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

1. Owner acknowledges that the wooden posts currently encroach on the Easement as graphically depicted on attached Exhibit A.
2. Owner shall lower the elevation of the posts to not exceed a six (6) inch reveal.
3. Subject to the City's right to terminate this Agreement as provided in this section, the Owner may maintain the posts in their location as of the date of this Agreement. The City may terminate this Agreement on sixty (60) days written notice to Owners (the "Termination Notice"). Within sixty (60) days of the date of the Termination Notice, the

Owner shall remove so much of posts as is necessary to remove the encroachment and shall restore the licensed premises to its original condition and any expense incurred in said removal and restoration shall be the obligation of the Owner. The Owner shall not increase the amount or scope of the encroachment as depicted on attached Exhibit A.

4. If Owner fails to timely remove the posts within the Easement and restore the licensed premises to its original condition; the City may remove the posts and restore the licensed premises to its original condition and any expense incurred in said removal and restoration shall be the obligation of the Owner. Owner shall pay such costs within thirty (30) days after receipt of an invoice for such costs from the City. Should the Owner fail to pay such costs within thirty (30) days, the Owner hereby agrees to allow the City to certify such costs to Owner's Property and/or specially assess Owner's Property identified above for all costs incurred by the City either in removing the posts or in enforcing any of the terms of this Agreement. Should the City assess Owner's Property for said costs, Owner agrees not to contest or appeal such certification and/or assessment and waive all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes 366.012, 429.081 and 429.091 and other applicable statutes.
5. Owner shall indemnify, defend and hold the City and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to Owner being allowed to continue the encroachment of the posts on and within the Easement, including, but not limited to, any claim asserted against the City as a result of this Agreement, the installation, placement, building, erection, maintenance, occupation or use of the posts and/or failure of the Owner to maintain the posts in such a condition as to prevent against injury to persons or property.
6. Owner shall at Owner's expense maintain in effect liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes Section 466.04; the City shall be a named insured. The Owner's insurance policy and certificate shall not be canceled, or its conditions altered in any manner without (Ten) 10 days prior written notice to the City. The insuring company shall deliver to the City certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. The cancellation or alteration of said liability insurance policy without the express written consent of the Township shall be deemed to be a material breach of this contract and shall further be deemed a termination of this Agreement such that the provisions of Sections 2 and 3 shall apply.
7. Owner agrees to pay all real estate taxes which may be assessed against the real property being licensed hereunder as such real estate taxes become due and payable.
8. Any notice sent by one Party to the other shall be sufficient if mailed, postage prepaid to the address of Property Owner at 29011 138th Street NW, Zimmerman, Minnesota 55398 and to the City Clerk at 30239 128th Street NW, Princeton, Minnesota 55371.

9. The Owner acknowledges the City's ownership of the Easement and knowingly and voluntarily waives and releases any and all claims against the City arising from, based on, or related to Owner being permitted to maintain the encroachment of the posts within the Easement as permitted by this Agreement, including but not limited to claims of abandonment, diminution in value, takings and contractual claims arising out of this Agreement, except any claims which are the result of the negligence or willful misconduct of the City or its employees or agents.
10. Owner acknowledges being represented by legal counsel in connection with this Agreement, and that the Owner have read and understands the terms of this Agreement.
11. Owner acknowledges that the City has made no representations or warranties regarding the condition of the Easement or its suitability for the uses permitted by this Agreement.
12. This Agreement shall not constitute or be construed as creating or establishing any vested right of the Owner to the Easement or area encroached upon.
13. This Agreement shall run with the land and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto. Notwithstanding anything to the contrary contained in this Agreement, the Owners and each successor owner of the Owner's Property shall be fully discharged and relieved of liability under this Agreement upon ceasing to own any interest in the Owner's Property.
14. This Agreement contains all the terms and conditions relating to the encroachment on the City's Easement and replaces any oral agreements or other negotiations between the parties. No modifications of this Agreement shall be valid until they have been placed in writing and signed by all parties hereto.
15. Owner shall cause this Agreement to be filed for record with the Sherburne County Recorder/Registrar of Title (as applicable) within 30 days of its execution by the Owners and the City. Evidence of filing shall be provided to the City.

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

PROPERTY OWNER

CITY OF BALDWIN

Grant M. Locke, Trustee

Jay Swanson, Mayor

Nora L. Locke, Trustee

Joan Heinen, Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared Jay Swanson to me personally known, who being by me duly sworn, did say that that he is the Mayor of the City of Baldwin, that said instrument was signed on behalf of said City by authority of its City Council.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared Joan Heinen to me personally known, who being by me duly sworn, did say that she is the Clerk of the City of Baldwin, that said instrument was signed on behalf of said City by authority of its City Council.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this ____ day of _____ 202__, before me, a Notary Public, personally appeared Grant M. Locke, Trustee of the Revocable Trust Agreement of Grant M. Locke and Nora L. Locke dated November 15, 2018, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF SHERBURNE)

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared Nora L. Locke, Trustee of the Revocable Trust Agreement of Grant M. Locke and Nora L. Locke dated November 15, 2018, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as her free act and deed.

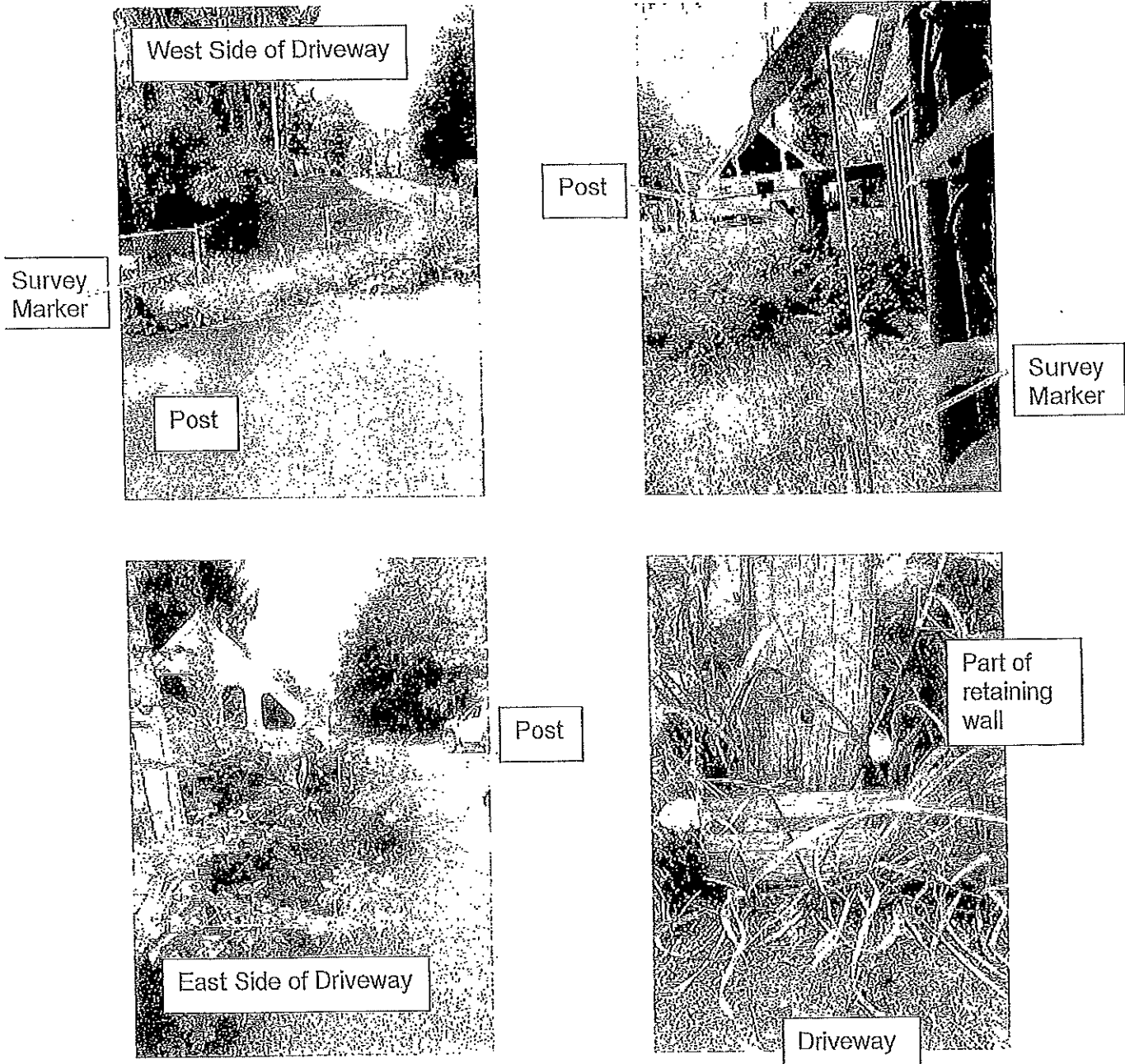
Notary Public

DRAFTED BY:

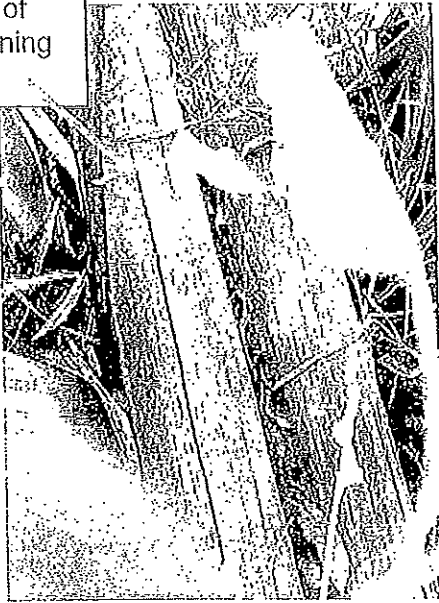
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
P.O. Box 369
St. Michael, MN 55376
(763) 497-1930

01-00409-0210

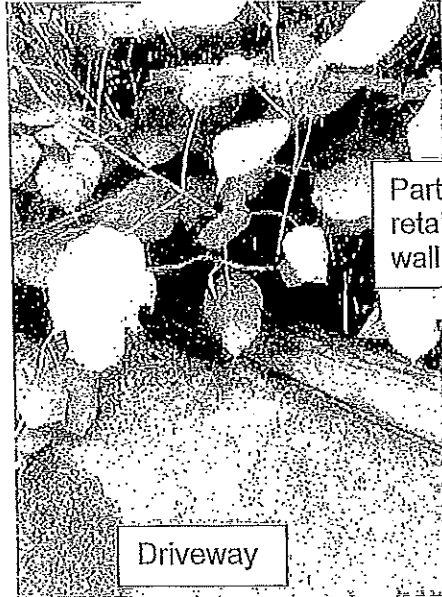
Public Works could not remove post as it is attached to multiple other posts. The posts are creating a "wall" holding up the driveway – wood retaining wall is hidden in the overgrowth



Part of retaining wall

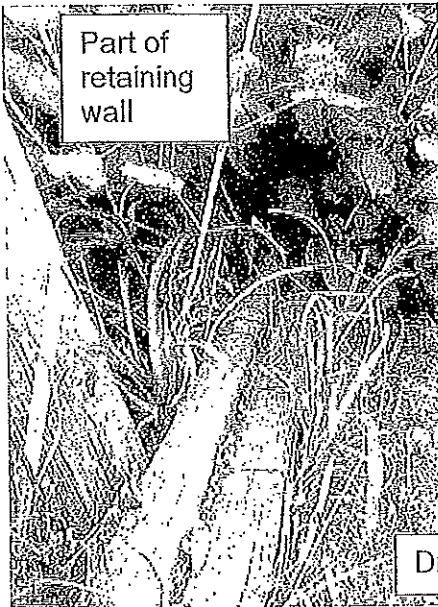


Part of retaining wall



Driveway

Part of retaining wall



Driveway