

## BALDWIN TOWNSHIP REGULAR MEETING

January 17, 2012

**Present** – Supervisors Jay Swanson, Tom Rush, Randy Atwood, Kimberly Good and Larry Handshoe.

**Call to Order** – The January 17, 2012 regular meeting of Baldwin Township was called to order by Chairman Jay Swanson at 7:00 p.m.

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

**Additions/Corrections to Agenda** – Tabled under Old Business “Reaffirmation of Approval of Town Board Sanctioned Dates for Candidate Forum & Run by the League of Women Voters” until after the League of Women Voters meeting of February 2, 2012; add “Review/Approve/Disapprove Employee Handbook” to New Business and include in “Approve/Disapprove Drug & Alcohol Testing Policy”; add Scharber Event to Old Business under Road Report; add and include in “Approve/Disapprove Newsletter” “Citizens Discuss Meet and Greet”; add under Old Business “Approve/Disapprove Signing Off as Land Manager for DNR Grant”, “Letters of Recommendation for Grant for State Representatives”, and “Discuss Park Rental for Events”; discuss under New Business “Approve/Disapprove Agenda Reorganization”. Move “County Planning and Zoning” to the first order of business under Old Business.

**Approval of Regular Meeting Agenda With/Without Additions/Corrections** – Rush/Atwood unanimous to approve regular meeting agenda with additions and corrections.

**January 2012 Preliminary Treasurer’s Report** – The clerk reported receipts of \$2,920.38 and disbursements of \$201,859.59, check numbers 16116 through 16227 and 5 EFT payments leaving a preliminary balance of \$423,251.60.

**Sheriff’s Report** – None.

**Approval of Consent Agenda** – Good/Rush unanimous to table Approve/Disapprove Town Board Meeting Minutes of January 9, 2012 to the February meeting.

**Open Forum for Citizens:**

Chuck Nagle, 131<sup>st</sup> Street, compliment town board and clerk to have the packet available electronically.

**Interim Use Permits:** None

**Plats:** None.

**Variances:** None.

**OLD BUSINESS:**

**County Planning & Zoning** – Bryan Lawrence was present. There were three items on the January 3, 2012 meeting, one of them being Baldwin Estates extension request. The next meeting will be held the third Thursday in February. Swanson then asked that the county planning be taken off of the township second meeting in February. Swanson asked if there has been any discussion at the county regarding plat extensions. Lawrence replied that there has been some discussion but nothing in depth and no conclusions as of yet. Lawrence suggested that the township send official correspondence to the county commissioners. Lawrence thanked the board for reaffirmation of him to the county board. Lawrence commented on the proposed letter being sent to the City of Princeton. He commented that the Baldwin board has been very proactive and he likes the direction the board has been going. The City of Princeton was very clear in their motive and their direction and their intent. Any agreement signed with the city would cause Baldwin to lose out. He would encourage the board to save the letter and continue working on making Baldwin an entity.

**Fire Department Report** – Chief Rademacher asked the town board if they want to continue with the perceived need for ice rescue. Captain Fischer has been soliciting donations, and has already collected \$1,300 in donations with the equipment cost \$3,400. There would be no unforeseen costs with the ice rescue equipment after it initial costs. It was determined by the town board to see if more donations can be obtained.

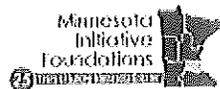
Since there are now two town board meetings a month, Swanson said that a Fire Department Report at the second meeting only has to be on an 'as needed' basis.

**Road Report** – Handshoe reported that the county would like to store some peat rock on the end of a cul-de-sac since they are doing work in June on 120<sup>th</sup> Street in Belmont Ridge. It was determined by the town board that an agreement should be in place since the county agreed to repair any damage. A motion to approve/disapprove for February meeting.

Spencer Brook wants to patch part of 96<sup>th</sup> Street. Bogart will be contacted to get an approximate cost with further discussion at a meeting towards the end of February.

Scharber and Sons are offering free training on safety issues. Good/Handshoe unanimous to approve having Christen and Handshoe to attend.

**Approve/Disapprove Initiative Foundation Grant Agreement** – Rush/Atwood unanimous to approve the Initiative Foundation Grant amount of \$10,000.



December 21, 2011

Cathy Stevens  
Bakkeba Township  
50239 128th Street  
PO Box 25  
Plympton, MN 55371



RE: 11-3886

Dear Ms. Stevens,

Congratulations! This is to inform you that your application for the project entitled "*Bakkeba Volunteer Corps*" has been approved in the amount of \$10,000. Two original copies of the Grant Agreement are enclosed. This agreement explains the conditions of the award as well as the reporting requirements. Please sign the agreements and keep one original for your records. Please read the grant agreement carefully. The Foundation will make full payment of grant within 45 days upon receipt of signed Letter of Grant Agreement.

It is important to remember that any written or video materials resulting from this grant shall contain the following: "This project was funded in part by the Initiative Foundation, a regional foundation." Thank you - this helps all of us in future fundraising efforts.

Electronic copies of our final grant reporting requirements, *Grant Progress Report* and *Financial Report Form*, can be found on our website at [www.ifound.org](http://www.ifound.org) under the Grants tab. We are looking forward to working with you on this project. Please feel free to contact us at any time if you have questions.

Sincerely,

Dan Frank  
Program Manager for Community Development

P.S. Please display the enclosed window cling.

Enclosures: Grant Agreement (2)

## INITIATIVE FOUNDATION

405 1<sup>st</sup> Street SE  
 Little Falls, MN 56345  
[www.ifound.org/grants\\_index.php](http://www.ifound.org/grants_index.php)  
 (320)632-9255

### GRANT AGREEMENT

GRANT NUMBER: 11-3886

GRANTEE: Baldwin Township

PROPOSAL TITLE: "Baldwin Volunteer Corps"

GRANT AMOUNT: \$10,000

GRANT PERIOD: January 1, 2012 to December 31, 2012

The Initiative Foundation (Foundation) and the Grantee are entering into this Agreement to establish the terms of a grant by the Foundation specific to the project noted above.

#### RESPONSIBILITIES OF THE INITIATIVE FOUNDATION

The Foundation will make an initial payment of the grant amount within 30 days upon receipt of this signed Grant Agreement. The Foundation reserves the right to discontinue, modify or withhold any amount of this grant if it determines, in its sole discretion, such action is necessary. The Foundation reserves the right to distribute any written, video or digital materials resulting from this effort.

#### RESPONSIBILITIES OF THE GRANTEE

- A. The Grantee hereby confirms and agrees that it is currently exempt from Federal income tax pursuant to Internal Revenue Code Section 501(c)(3) or is a local unit of government, and that it has not received any revocation or suspension notice from the IRS. The Grantee also agrees to notify the Foundation of any change in exempt status during the grant period.
- B. The Grantee hereby agrees to carry out this project and to use the grant funds only for the designated purpose as described in the grant application submitted to the Foundation. The Grantee agrees to obtain consent of the Foundation when activities deviate substantially from said grant application. The Grantee further agrees not to use the funds for any purpose prohibited by law.
- C. The Grantee hereby agrees to notify the Foundation about any of the following:
  - Any change in key personnel of the project or organization;
  - Any change in address or phone number;
  - Any development that significantly affects the operation of the project or the organization.
- D. The Grantee hereby agrees to maintain its books and records to show and separately account for the funds received under this grant, to maintain records of expenditures adequate to identify the purposes for which grant funds have been expended for this project, and to retain such records for three years.

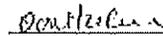
- E. The Grantee hereby agrees to permit the Foundation, at its request, access to the Grantee files and records related to this grant, and make available relevant financial audits, verifications, and investigations.
- F. The Grantee hereby agrees to repay to the Foundation any portion of the grant which remains unused or is not used for the purposes specified within the grant application. Such payment is to be remitted along with the Grantee's final reports, all due 30 days after the grant period ends.
- G. The Grantee hereby agrees to provide the Foundation with a copy of any final plan, written reports, or digital materials resulting from this grant and such materials shall contain the following statement: "This project was funded in part by the Initiative Foundation, a regional foundation."
- H. The Grantee hereby agrees to defend and hold harmless the Foundation and its officers and employees from and against any claim, including the expense of investigation and defense of such claim, arising out of or in any way connected with this project, grant or expenditure of grant funds.
- I. The Grantee hereby agrees to comply with the reporting requirements and is bound by its terms as stated in this Grant Agreement. Failure to do so may result in repayment to the Foundation by the Grantee for all or part of the grant and jeopardize future grant funding.
- J. The Grantee hereby agrees to submit the following information:

- 1) Financial Report form and Grantee Progress Report form are due within 30 days after December 31, 2012, which is the end of the grant period.
- 2) Other information supported by project funds, e.g. final documents such as survey results, comprehensive plan, housing study, etc.

*Thank you* for all you are doing to build community in central Minnesota. The responsibilities and obligations outlined in this grant agreement are intended to hold ourselves and our grantees to the highest standards of accountability for greatest impact to our donors, constituents and to the children, families, and communities that we serve. Without strong partners like you, our work would be impossible.

Initiative Foundation

Baldwin Township

  
 Don Hickman, Senior Program Manager

  
 Jay Swanson, Board Chair

Date: 11/22/11

Date: \_\_\_\_\_

## INITIATIVE FOUNDATION

405 1<sup>st</sup> Street SE  
 Little Falls, MN 56345  
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Initiative Foundation  
  
 \_\_\_\_\_  
 Don Hickman, Senior Program Manager  
  
 Date: \_\_\_\_\_

Baldwin Township  
  
  
 \_\_\_\_\_  
 Jay Swanson, Board Chair  
  
 Date: \_\_\_\_\_

**Status of Planner Interest –** There have been no replies.

**Reaffirmation of Approval of Town Board Sanctioned Dates for Candidate Forum & Run by the League of Women Voters –** Good spoke to the League of Women Voters. She said that Baldwin's request has to go before their board for approval; and they meet on February 3<sup>rd</sup>. Pending approval from the League there would be advertising, and trained election judges and moderators would be available. Good/Handshoe motion to approve a candidate forum for March 3, 2012. Voice vote taken with Good, Handshoe, Atwood and Swanson in favor; Rush opposed. Motion carried.

**Park Report** – Good/Rush unanimous to approve the CPL Land Manager Application.

**Approve/Disapprove Letters of Support** – Rush/Atwood unanimous to approve letters of support from Baldwin Township for implementing natural resources restoration on Young Park through the Conservation Partners Legacy grant to Representative Sondra Erickson and Senator Dave Brown.

**Rental of Park Buildings** – Rush informed the town board that a citizen wanted to rent out the brown building at Young Park. Since the first priority is to protect the liability of the township, more information is needed before undertaking this responsibility.

**TABLED ITEMS:**

**Approve/Disapprove Resignation of Elaine Philippi from Baldwin Volunteer Corps** - Philippi now says she only wanted to resign as the chair of the Baldwin Volunteer Corps, Rush/Atwood unanimous to disapprove the resignation of Elaine Philippi from the Baldwin Volunteer Corps.

**Review/Approve/Disapprove Resolution, 12-01 (Was Resolution 11-08), Resolution Amending Town's Administrative Policy** – Rush/Handshoe unanimous to approve Resolution 12-01 (was Resolution 11-08) amending the town's administrative policy.

**Review/Approve/Disapprove Ordinance 400, Animal Control Ordinance** – Rush/Handshoe unanimous to approve with Section 7 which reads

“Section 7. Right of Entry. The Animal Warden shall have the right to enter upon any premises at all reasonable times for the purpose of discharging the duties imposed by this Ordinance where there is a reasonable belief that a violation of this Ordinance has been committed. *[The town needs to be careful about entering property since, as a governmental entity, it is subject to the 4<sup>th</sup> amendment restrictions on governmental searches and seizures. In other words, don't assume this provision gives your warden a sort of blank check to enter property.]”*

reviewed by the township attorney.

**Status of Podcast & Video on Township Website** – The clerk reported that she is still working on installing the podcast on the township website.

**Approve/Disapprove Fee Schedule** – Good/Handshoe unanimous to approve the Baldwin Township Fee Schedule.

**BALDWIN TOWNSHIP FEE SCHEDULE**  
 Approved by Baldwin Town Board on October 7, 2002  
 Fee Schedule effective on November 1, 2002

NOTARY FEE	\$1.00
DVD'S (If borrowed from the township - \$15.00 refundable deposit)	\$15.00
ELECTRONIC DATA	\$10.00
PHOTO COPIES	
Letter Size	\$.25 (0.35 color)
Legal Size	\$.50 (0.60 color)
Ledger Size	\$1.00 (1.10 color)
(If estimated amount exceeds \$30, Baldwin Township must receive the money before the Township will satisfy the request.)	
MAILING COPIES	
First three copies	\$1.50
Additional each	\$.25
NSF CHECK FEE	\$40.00
ROAD RIGHT-OF-WAY PERMIT	\$500.00
DRIVEWAY PERMIT FEE	\$150.00
CANINE PICK UP FEE (Fee payable to Baldwin Township)	\$150.00
FELINE PICK UP FEE (Fee payable to Baldwin Township. Pickup only when directed by the sheriff)	\$150.00
PUBLIC HEARING FEES	
Includes fee to conduct 1 public hearing.	
Town administration fee, Attorney fees and Engineering fees. If actual cost is less than \$1,000, that amount will be refunded; if actual cost is more, the cost will be billed to person requesting the hearing. Fees will be deposited into a non-interest bearing escrow account.	
<b>No public hearing will be noticed until the applicant has signed a fee responsibility agreement with the Township.</b>	
FEEES OTHER THAN PUBLIC HEARING	
Publication fee	As charged by newspaper
Attorney fee	As charged by township attorney
Engineering fee, if applicable	As charged by township engineer

**Review/Approve/Disapprove Employee Handbook** – Good/Handshoe unanimous to motion that the approve/disapprove of the cell phone policy and approve/disapprove of the drug & alcohol testing policy need to be reviewed before there is a review/approve/disapprove of the employee handbook.

**Approve/Disapprove Newsletter-** Good/Handshoe motion to approve leaving the thank you to Swantec in the newsletter. Voice vote taken with Good, Handshoe and Rush in favor; Atwood opposed and Swanson abstaining. Motion carried.

#### **NEW BUSINESS:**

**Approve/Disapprove State of Minnesota Materials Management Division Cooperative Purchasing Venture New Agreement** – Rush/Atwood unanimous to approve the State of Minnesota Materials Management Division Cooperative Purchasing Venture agreement.

**Approve/Disapprove Attending Accessing Legacy Funds for Local Projects Workshop, Monday, February 13, 4-6 p.m., Initiative Foundation, Little Falls** – Good/Rush unanimous to approve.

**Approve/Disapprove Cell Phone Policy** – Rush/Handshoe unanimous to approve the cell phone policy with changes.

**Approve/Disapprove 2012 Clean Up Day Application** – Good/Handshoe unanimous to approve the 2012 Clean Up Day application.

**Approve/Disapprove 2012 SCORE Grant Application** – Rush/Handshoe unanimous to disapprove the 2012 SCORE grant application.

**Approve/Disapprove Drug & Alcohol Testing Policy** – Good/Handshoe unanimous to approve the drug and alcohol testing policy.

**Approve/Disapprove Cemstone General Services Agreement** – Good/Handshoe unanimous to disapprove the Cemstone General Services Agreement.

**Approve/Disapprove Tower Co's Right of First Refusal Agreement** – Good/Handshoe unanimous to disapprove Tower Co's Right of First Refusal Agreement.

**Approve/Disapprove Fund Balance Policy Retroactive to December 31, 2011** – Good/Handshoe unanimous to table until the February 6, 2012 meeting.

**Discuss Maintenance Employee Duties/Wages** – With Carlile retiring, it was discussed that Christen really only just needs part time summer help. There was also discussion that \$8 would be a fair wage.

**Review/Approve/Disapprove Letter to City of Princeton** – Good/Handshoe motion to send letter to the Princeton City Council as written with Rush drafting the letter. Rush said he doesn't want his name associated with the letter. Good rescinds the motion. Swanson said he would revamp his letter.

**Schedule Clean Up Day** – Clean Up Day will be Saturday, May 19, 2012 from 8 a.m. to noon. The town board will look at list of accepted items at the next board meeting. Rush/Handshoe motion to approve May 19, 2012 for Clean Up Day.

**Determine Annual Meeting Location** – The Annual Meeting will be held in Baldwin Township's small maintenance building.

**Approve/Disapprove Local Board of Appeal & Equalization Date and Time of Wednesday, April 25, 2012, 3:00 pm** – Handshoe/Atwood unanimous to approve the local Board of Appeal & Equalization to be Wednesday, April 25, 2012 at 3:00 p.m.

**Agenda Reorganization** – Handshoe/Atwood unanimous to approve reorganizing the agenda as follows: at the second meeting of the month move the professional people to the front of the agenda, have no fire report, have no road report, have no sheriff's report, and put County Planning & Zoning Report first under Old Business.

**Announcements:**

- County Association of Townships Quarterly Meeting, Wednesday, January 18, 2012, 7:30 pm, Orrock Township
- Baldwin Volunteer Corp Meeting, Monday, January 23, 2012, 7:00 pm
- Town Board Closed Meeting & Workshop, Tuesday, January 31, 2012, 7:00 & 8:00 pm
- Last day to withdraw from election; filing is closed, January 19<sup>th</sup> 5:00 p.m.

**Any Other Business:**

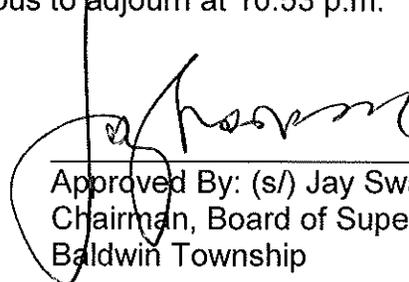
Rush leaves at 10:40 p.m.

**Motion to Approve Bills for Payment** – Handshoe/Atwood unanimous to approve payment of check number 16202 through 16227 totaling \$13,989.03 plus check number 16166 in the amount of \$4,260.00 for a grant total of \$18,249.03 minus the checks generated for training reimbursement, check numbers 16204, 16208, 16029, 16211, 6213, 16214, 16215, 16217, 16219, 16220, 16225 and 16226 totaling \$900.00.

**Adjournment** – Handshoe/Atwood unanimous to adjourn at 10:53 p.m.



Submitted By: (s/) Cathy Stevens  
Clerk/Treasurer  
Baldwin Township



Approved By: (s/) Jay Swanson  
Chairman, Board of Supervisors  
Baldwin Township

Attendees: Bryan Lawrence, Lester Kriesel, Elaine Philippi, Brad Schumacher, Tim Kane, Carol Swanson



**JANUARY 2012**

**PRELIMINARY**

CHECK	TO WHOM	FOR WHAT	AMOUNT	GEN	R & B	ENG.	PARKS	DEBT SERVICE	CEM	FIRE
16152	Cemstone	park playground cement	\$755.61				\$755.61			
16153	CenturyLink	phone and internet	\$426.02	\$282.47						\$143.55
16154	Chris Wark	gopher - 224 pair	\$448.00	\$448.00						
16155	Connexus Energy	electric utilities	\$169.87							\$169.87
16156	Connexus Energy	electric utilities	\$311.17	\$311.17						
16157	Connexus Energy	electric utilities	\$35.83				\$35.83			
16158	Couri & Ruppe	attorney fees	\$640.00	\$640.00						\$270.00
16159	Donald Larsen	janitorial service-2 months	\$270.00							\$16.00
16160	DVS Renewal	truck licenses	\$96.00		\$80.00					\$22.82
16161	EastCentralSanitation	garbage service	\$45.64	\$22.82						
16162	ECM Publishers	newsletter & legal notice	\$961.58	\$961.58						
16163	Eggers Bulk Service	fuel	\$1,769.30		\$1,341.02					\$428.28
16164	Elite Lock & Key	fire department lock	\$687.20							\$687.20
16165	Finken Great Glacier	water cooler rent & water	\$56.49	\$56.49						
16166	Independent Testing	112th street borings	\$4,260.00	\$4,260.00						
16167	Kimberly Good	mileage	\$6.11	\$6.11						
16168	Larry Handshoe	mileage	12.21	\$12.21						
16169	Lester W. Kriesel	cemetery caretaker	\$50.00					\$50.00		
16170	Marvs True Value	supplies	\$246.65	\$16.02	\$9.11		\$44.68			\$176.84
16171	MATIT	workman's comp insurance	\$6,889.00	\$302.64	\$2,487.68					\$4,098.68
16172	Metro Fire	boots	\$6,334.34							\$6,334.34
16173	Michael Puffer	computer repair	\$145.00	\$145.00						
16174	MN Fall Maintenance	expo registration	\$125.00	\$75.00	\$50.00					
16175	M-R Sign Co.	road signs	\$33.86		\$33.86					
16176	Neft Auto Supply	supplies	\$150.27		\$20.85					\$129.42
16177	North Am. Salt Co.	salt	\$1,818.02		\$1,818.02					
16178	NorthMemorialUrgent	employee testing	\$84.00		\$84.00					
16179	NE Sherb Fire Relief	contribution	\$211.94							\$211.94
16180	Office Depot	office supplies	\$69.90	\$69.90						
16181	PCS Safety Systems	fire vehicle	\$385.00							\$385.00
16182	Pety Cash	postage	\$97.92	\$88.00						\$9.92
16183	Plaistad Companies	sand	\$791.92		\$791.92					
16184	Princeton Township	road grading	\$125.00		\$125.00					
16185	Roger Nelson	gopher - 81 pair	\$162.00	\$162.00						
16186	SherbCoAssocofTwns	2012 dues	\$2,142.58	\$2,142.58						
16187	SherbCoAuditor	proposed tax notices	\$540.84	\$540.84						
16188	SherbCoPublicWorks	road striping & 285th avenue	\$81,515.99		\$81,515.99					
16189	U.S. Bank	credit card charges	\$614.50	\$5.33						\$609.17
16190	West Branch Const.	young trail final payment	\$6,536.50				\$6,536.50			



