



CITY COUNCIL MEETING AGENDA Tuesday, April 23, 2024 @ 6:00 PM

Mayor: Andrew Rudlang **City Clerk:** Krista Okerman
City Council: **City Attorney:** Brad Person
Jerimey Flategraff (Mayor Pro-Tem)
Roman Siltman
Ryan Barnett
Melissa Haff

City of Jenkins
33861 Cottage Avenue
Jenkins, MN 56474
(218) 568-4637

Join Zoom Meeting
<https://zoom.us/join>
Meeting ID: 353 029 2895
Password: 56474
Dial by location: (312) 626-6799 (US Chicago)

NOTE: Printed materials relating to agenda items are available for public inspection in a three-ring binder on table by Council Chamber entrance.

1. Call to Order – Pledge of Allegiance
2. Roll Call
3. Agenda Additions/Deletions
4. Consent Agenda.
 - a. Agenda
 - b. Minutes of the April 8, 2024 meeting
 - c. Pre-written check #'s 24329-24347 and EFT's; **\$22,036.82**
 - d. Proposed check #'s 24348-24353; **\$8,755.30**

TOTAL EXPENSES = \$30,792.12
5. Public Forum

PUBLIC HEARING

6. Ordinance O-24-32 Adopting City of Jenkins Ordinance Code
7. 2023 Financial Statement presentation – Miller McDonald (via Zoom)
8. Unfinished Business
 - a. Whitetail Hollows Developer's Agreement Addendum
9. New Business
 - a. VFW Special Events Permit
 - b. Pequot Lakes Police Contract 2024-2025
 - c. Joint Power Agreement for court services
10. Reports of Officers, Committees and Boards
 - a. Mayor's Report
 - b. Clerk's Report
 - c. Parks Report
11. Communications/Misc
 - a. P & Z Report.
12. Adjournment

COUNTY OF CROW WING
CITY OF JENKINS

DRAFT*MINUTES OF THE REGULAR CITY COUNCIL MEETING**DRAFT**
APRIL 8, 2024

CALL TO ORDER: The regular meeting of the City Council was called to order by Mayor Rudlang at 6:00 PM with all reciting the Pledge of Allegiance.

ROLL CALL: Present: Mayor Rudlang, Councilmembers Flategraff, Siltman, Barnett and Haff; Engineers Reese and Rients; Clerk Okerman. Audience members Travis Grimler; Debbie Siltman, Mark Leutem (via Zoom), Jennifer and Spencer Page.

CONSENT AGENDA: Siltman noted some typos in the minutes.
Motion to approve the Consent Agenda with noted typos corrected and as follows was made by Haff and seconded by Siltman; all present voted aye:
4a. Agenda
4b. Minutes of the March 26, 2024 meeting (with corrected typos)
4c. Budget VS. Actual through March 31, 2024
4d. Pre-written check #'s 24315-24318 & EFT's; \$3,931.26
4e. Proposed check #'s 24319-24328; \$5,293.72
TOTAL EXPENSES - \$9,224.98

OPEN FORUM: Debbie Siltman, 2991 Central Street, was present and addressed the Council about City taxes. She stated they are too high for senior citizens. She said she would like to see the Council cut back on expenses and felt a good place to start was the ballfield. She noted the City pays to mow and maintain the field and only one group uses it.

WHITETAIL HOLLOW: Okerman reported there had been some recent activity related construction of the road in Whitetail Hollows. She said a meeting had taken place and there was some questions regarding the drainage/grading standards. Okerman noted Engineer Reese was present for questions. Rudlang said it was his understanding there was County permit that had yet to be released. He noted the County would not release the permit until notification the City was satisfied with outstanding items. Rudlang said this was a unique situation in that the plat was approved in 2005 but improvements were just now being constructed. He said the city had current storm water, drainage and grading standards, which were put in place by previous Councils that required drainage calculations. Rudlang said there was a question whether or not the City approved of releasing the County access permit without the calculations. He said a building permit was released and the owners were waiting for the access permit to be release so power could be installed. Rudlang asked if the storm water

calculations could be submitted in unison with construction of the access. Engineer Reese explained the County would not release the access permit unless the City was satisfied. He said from an engineering perspective he could not attest to that as there were no plans submitted and therefore he had nothing to base an approval or not. He stated construction had happened since last fall on the road through the aggregate base stage. Reese said the road had been constructed to the City's approved gravel base standards. He added it was a Council decision whether paving would or should continue. He expressed it would be in the best interest of all parties if all street entrances were installed. Flategraff asked if storm water ponds were required. Reese said the standards were to manage a 100-year, 24-hour rain event to which he and the County had concerns that the Storm Water Pollution Prevention Plan (SWPPP) that was submitted did not defend. Rudlang asked if the calculation needed to be complete prior to more work performed. Reese said it would aid in the release of the County access permit. Mark Leutem, Developer, was present via Zoom. He wanted to address two items, an email from his Engineer and the Developer's Agreement. He said his Engineer, Tony Pohl of Kramer, Lease, Deleo (KLD), informed him the connection to County Road (CR) 145 would only take 3-4 days. Leutem noted City Engineer Reese had approved the construction work up to this point. He said a meeting took place March 13 with representatives from the City, County, and Anderson Brothers where the SWPPP was provided with County Engineer Hall stating he needed to review the SWPPP. Leutem said from the County's standpoint there were are no other requirements; just what the City had. He questioned why requirements were not listed in the Developer's Agreement. Leutem said his Engineer addressed 100-year flood issues in his email. He said the land was all sand and there was never any standing water and felt the storm water design was overkill. Leutem stated that new property owners, the Pages, were supposed to be in house in February but could not conduct any further construction until power was installed. Spencer Page, 3990 Blaze Boulevard, was present and stated they were not asking to get by any rules but simply asking for some grace to keep the project moving along. He stated his power could not be installed until road was constructed. He asked if the deadline for the 100-year calculations could be extended. Leutem noted the soonest that could be submitted April 20. Flategraff asked for clarification on the release of the SWPPP. Engineer Reese explained that the SWPPP was a state requirement for disturbing over an acre of land and the storm water was for after construction. He said plans and specifications had not been received. He said the Developer's Agreement stated that the Developer was to abide by all ordinances, and the storm water calculations were part of the City's ordinances. Flategraff said that the City could let them finish construction of the road but still require the

calculations. Rudlang asked how much risk there was to proceeding. He added there were some unique circumstances due to the plat being approved in 2007 and the same ordinances were not in place at that time. Rudlang said he did not like to see construction held up, while understanding the requirements. He said he felt things could move forward and still have all requirements met. Siltman noted that if the City did not follow the legally binding Developer's Agreement in this case it would be difficult to enforce that in the future. Leutem said he submitted road specifications in 2004 to the County. He said he asked what information was required but was not told that new specifications needed to be submitted. Rudlang said there may be confusion in what plans and specifications are.

Rudlang made motion to notify Crow Wing County that the storm water requirements would be completed later and in the interim to request the County release the access permit. Siltman asked if the Planning Commission should then consider changing the ordinance. Haff asked how to ensure that the requirements were being met and it was the Developer's job to understand those requirements were being met. Rudlang said if requirements were not met, the City would not accept the road. Siltman asked how Phase II should be handled. Haff clarified the outstanding items as construction observation during paving, inspecting the entrance and the aggregate base and notification prior to paving. Reese added submittal requirement of 100-year calculations. Flategraff did not feel the City should sign off to the County for release on the entrance permit. Siltman agreed and said the City needed to abide by its ordinances.

Motion died for lack of second.

Flategraff said the City could not select ordinances to enforce. Barnett said the existing ordinances were the prevailing requirements. Rudlang stated that it was not anticipated the County would hold up the entrance permit due to city requirements. He said City had exercised flexibility with the project as a part of previous mediation. He said he strongly felt the City should move forward. Jennifer Page stated Minnesota Power noted just the access needed to be completed and not the road in its entirety. She asked if the access could be constructed. Rudlang noted the risk in allowing the access being constructed was that additional ditching would need to be done, but the City had the choice of not accepting the road. Leutem said his Engineer did not feel there needed to be anything different. Reese said the storm calculations required needed to meet a 100-year, 24-hour storm event that was an approximate 6-inch rain event within 24 hours. He added that the SWPP was related to the construction due to disturbing over an acre of land and the 100-year storm calculation was for the construction and development of the plat. His recommendation was this should be completed and apply to all future developments. He said a good faith effort on City's end could be to still require the

storm calculations, but allow construction up to the bituminous to continue. He stated the risk was on developer as further drainage areas may be required, but that could not be determined until the analysis was provided. Siltman asked if Reese was recommending going against the Developer's Agreement. Reese replied not at all. Barnett asked for clarification that the risk would be the City accepting or not accepting the road when completed. Reese agreed. Leutem said the storm water calculations would be completed before the asphalt was applied. Flategraff said he would second the original motion with an amendment that no paving was to start until the Engineer received all information needed. Haff felt this needed to be reiterated due to the construction and allowing the entrance permit prior to asphalt. **Rudlang motioned to amend his original motion to notify Crow Wing County that the storm water requirements would be completed later and in the interim to request the County release the City Engineer received the access permit, adding no asphalt work start until all information required. Second by Flategraff. Rudlang, Flategraff, Barnett and Haff voted aye. Siltman voted nay. Motion carried.**

PUMPHOUSE QUOTES: Two quotes to complete the pump house were provided in the agenda packet. Councilmember Haff reported she met with Charlie Hoffman of DC Construction, in which he conveyed he had full intention and was eager to finish construction on the pump house. She said that a bill for Pine River Electric had been included in the packet, which needed to be paid. She said it was for previous work that had been completed such as moving the power from the old pump house to the new structure. She stated Hoffman indicated it would take a one-half to a full day to complete the pump house. She said that a garage door and rolling door had been purchased. However if the City did not want them, Hoffman would return them. Haff said she was unclear about pavers for the outside of the building. Flategraff said the pavers were for the drinking fountain and around the building for drainage to eliminate the need for gutters. Siltman noted some electrical work needed to be complete for the garage door and electrical would be required for the concession stand to make it usable. He said adding lights later on could cause more expense if the soffits were complete. Haff said Hoffman would build countertops for the concession stand. Motion sensor lights were discussed. Siltman reviewed some potential water issues with standing water on the cement slab and within the mechanical room. He stated city-bought materials were left outside uncovered in the elements to which he covered in December. He reported Hoffman did some work after he covered the material and it was never recovered. Siltman expressed concerns with chipboard siding that was exposed to water. He said the extra cost on Quote number 2 to complete the pump house was for additional siding in case

some was damaged. He stated he was trying to do due diligence and get as much information as possible. Haff's inclination was that Hoffman would fix any issues. Rudlang said it was a question of how to proceed and with whom. Siltman said he wanted it completed and a solid completion date. Okerman said she felt staff was being portrayed in a misinterpreted fashion. She said there had been little communication between Hoffman and staff since the project started and no communication since November 2023. She said everyone involved knew the deadlines that were required to be met and that did not happen. Okerman said she had concerns with the cost overage. She said if the materials were not acceptable to the Council for one of their own structures, it should not be acceptable for a City structure. She expressed frustration with the project. Siltman said Quote number 2 from Schermann Construction included itemized costs. After further discussion, the Council determined that items to be completed could be decided on a needs basis. Siltman noted that it would be less costly to have DC Construction without including paver stones. However, he noted the City had no recourse if the project was not completed in a timely manner. The Council reviewed additional pictures of potential issues. Flategraff noted Hoffman said the project could be completed in a half day. Siltman questioned that and noted there was a lot of work yet to be completed. Barnett said he was in favor of having A&R Electrical do the electrical work. He asked if floodlights were necessary. It was consensus that cameras and lights were necessary for security. Flategraff said he was in favor of having DC Construction finish the job using A&R Electrical. He stated a value could not be put on what Hoffman had done for the City. He said Hoffman should be given a firm date of completion and items that the Council wanted to hold off on. Siltman said he did not see how Hoffman could complete the job in a half day. He said Hoffman would need to install the drinking fountain since the collar was manipulated. He said he was in favor of Schermann Construction. Haff was in favor of DC Construction with a set timeframe and minus the pavers. She noted Hoffman had a love for the city and especially the ballfield. She expressed her willingness to work with Hoffman.

Flategraff made motion to approve the A&R Electric bid and the DC Construction bid minus paver stones and garage door opener. Haff seconded the motion. Flategraff and Haff voted aye. Barnett, Rudlang and Siltman voted nay. Motion defeated.

Debbie Siltman, 2991 Central Street, said this was in part why citizens were upset with taxes. She said the City was wasting money on a structure that only one organization was going to use. She said the project should not be over budget and felt more important items were being pushed off that needed to be done.

Siltman made motion to accept the bid from A&R Electric for \$2,379.00 and Flategraff seconded. All present voted aye. Motion carried.

A motion was made by Siltman to accept the bid from Schermann Construction for \$6,089.11. Barnett seconded the motion.

Flategraff questioned the soffit. All agreed to the soffit under the covered picnic area.

Barnett, Rudlang and Siltman voted aye. Flategraff and Haff voted nay. Motion carried.

The Council agreed to set a completion date of May 17, 2024.

NEW BUSINESS:

It was Council consensus to have the April 23, 2024 meeting. Haff asked that Flategraff to reach out to Hoffman and have him deliver and City purchased items if he had any.

REPORTS:

Clerks: Okerman said there would be a required public hearing at the 4/23/24 meeting adopting the codified ordinances.

Planning and Zoning: Okerman noted permits that had been released. She said the Planning Commission wanted to send out the letter to Senator Port regarding the bills in legislation that would remove local zoning authority.

A motion to send a letter to Senator Port regarding local zoning authority bills was made by Rudlang and seconded by Siltman; all present voted aye.

ADJOURNMENT:

Motion to adjourn at 8:15 PM was made by Barnett. Seconded by Siltman; all present voted aye.

Approved this _____ day of _____, 2024.

Krista A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

Fund Name: All Funds

Date Range: 04/09/2024 To 04/17/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/09/2024	Cascade Computers	024329	Contract	N	Clerk	100-41425-209-	\$ 44.90
	Total For Check	024329					\$ 44.90
04/09/2024	Roger Olmscheid	024330	Shop supplies, trash bags, window cleaner, paper towels	N	Public Works/Maintenance	100-43102-215-	\$ 112.96
	Total For Check	024330					\$ 112.96
04/09/2024	Cassandra Delougherty	024331	Mileage for meetings	N	Clerk	100-41425-331-	\$ 174.23
	Total For Check	024331					\$ 174.23
04/09/2024	Pine River Electric	024332	Electrical work at Ballfield	N	Park Areas	100-45202-310-	\$ 755.00
	Total For Check	024332					\$ 755.00
04/09/2024	Payroll Period Ending 04/06/2024	024333	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024333					\$ 230.87
04/09/2024	Payroll Period Ending 04/06/2024	024334	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Clerk	100-41425-101-	\$ 1,006.11
	Total For Check	024334					\$ 1,006.11
04/09/2024	Payroll Period Ending 04/06/2024	024335	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Payroll Administration	100-41501-131-	\$ 378.97
	Total For Check	024335					\$ 378.97
04/09/2024	Payroll Period Ending 04/06/2024	024336	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024336					\$ 230.87
04/09/2024	Payroll Period Ending 04/06/2024	024337	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024337					\$ 230.87
04/09/2024	Payroll Period Ending 04/06/2024	024338	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Clerk	100-41425-101-	\$ 1,309.05
	Total For Check	024338					\$ 1,309.05
04/09/2024	Payroll Period Ending 04/06/2024	024339	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Payroll Administration	100-41501-131-	\$ 365.92

Fund Name: All Funds

Date Range: 04/09/2024 To 04/17/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	024339				\$ 365.92
04/09/2024	Payroll Period Ending 04/06/2024	024340	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Payroll Administration	100-41501-131-	\$ 198.86
		Total For Check	024340				\$ 198.86
04/09/2024	Payroll Period Ending 04/06/2024	024341	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Public Works/Maintenance	100-43102-103-	\$ 646.78
		Total For Check	024341				\$ 646.78
04/09/2024	Payroll Period Ending 04/06/2024	024342	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Council/Town Board	100-41110-106-	\$ 277.05
		Total For Check	024342				\$ 277.05
04/09/2024	Payroll Period Ending 04/06/2024	024343	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Public Works/Maintenance	100-43102-103-	\$ 96.92
		Total For Check	024343				\$ 96.92
04/09/2024	Payroll Period Ending 04/06/2024	024344	03/24 - 04/06/24 pay period, CC pay, Health Ins.	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	024344				\$ 230.87
04/09/2024	Dept. of Employment and Econ Dev	EFT13319441	Unemployment Insurance	N	Clerk	100-41425-141-	\$ 2,049.00
		Total For Check	EFT13319441				\$ 2,049.00
04/09/2024	MN Revenue	EFT443744	1st Quarter State Withholding 2024	N	Payroll Administration	100-41501-172-	\$ 392.28
		Total For Check	EFT443744				\$ 392.28
04/09/2024	Internal Revenue Service	EFT4667034	March 941 1st quarter 2024	N	Payroll Administration	100-41501-122-	\$ 1,040.98
		EFT4667034				100-41501-135-	\$ 243.46
		EFT4667034				100-41501-170-	\$ 196.30
		Total For Check	EFT4667034				\$ 1,480.74
04/11/2024	Elan Financial Services	024345	Clerks' conference lodging, MMCI registration, postage, Zoom subscr, No-IP subscr., fuel	N	Council/Town Board	100-41110-433-	\$ 193.59
		024345				100-41110-440-	\$ 50.00
		024345			Clerk	100-41425-201-	\$ 37.71
		024345				100-41425-322-	\$ 9.85
		024345				100-41425-331-	\$ 982.08
		024345				100-41425-440-	\$ 360.00

Fund Name: All Funds

Date Range: 04/09/2024 To 04/17/2024

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		024345			General Government Buildings and Plant	100-41940-223-	\$ 37.73
		024345				100-41940-223-	\$ 104.93
		024345			Highways and Streets	100-43101-212-	\$ 223.64
		Total For Check 024345					\$ 1,999.53
04/11/2024	LMCIT C/O Berkley Risk Admin.	024346	Liability, property, auto insurance	N	Insurance	100-41960-361-	\$ 1,421.00
		024346				100-41960-362-	\$ 5,708.00
		024346				100-41960-363-	\$ 921.00
		Total For Check 024346					\$ 8,050.00
04/11/2024	A&R Electric LLC	024347	Ballfield lighting and pump house eletrical work - 50% down payment	N	Park Areas	100-45202-520-	\$ 1,189.50
		Total For Check 024347					\$ 1,189.50
04/11/2024	State of IA	EFT2443958	CSE 3/24 - 4/6/24 Pay Period	N	Clerk	100-41425-175-	\$ 60.00
		Total For Check EFT2443958					\$ 60.00
04/11/2024	PERA	EFT745053	3/24 - 4/6/24 Pay Period	N	Clerk	100-41425-115-	\$ 110.83
		EFT745053				100-41425-115-	\$ 82.69
		EFT745053			Payroll Administration	100-41501-121-	\$ 281.54
		EFT745053			Public Works/Maintenance	100-43102-115-	\$ 50.48
		Total For Check EFT745053					\$ 525.54
Total For Selected Checks							\$ 22,036.82

Date Range : 4/9/2024 To 4/18/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/15/2024	MN Power	Street lights and electricy	2377	\$973.40	100-43160-381- 100-41940-381-	Street Lighting General Government Buildings and Plant	24348 \$759.23 \$214.17
04/15/2024	TDS	Phone and internet	2378	\$177.63	100-41940-321-	General Government Buildings and Plant	24349 \$177.63
04/15/2024	Crow Wing County Highway Dept.	street signs	2379	\$71.28	100-43101-226-	Highways and Streets	24350 \$71.28
04/16/2024	Miller McDonald Inc.	2023 Auditing services	2380	\$6,925.00	100-41530-301-	Accounting	24351 \$6,925.00
04/18/2024	Bjerga's Feed Store	20 bags Greener Grass	2381	\$439.00	100-43260-225-	Weed Control	24352 \$439.00
04/18/2024	Auto Value	replacement battery for mower	2382	\$168.99	100-43126-221-	Road and Bridge Equipment	24353 \$168.99
Total For Selected Claims				\$8,755.30			\$8,755.30

Date



AGENDA ITEM #

6

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: April 18, 2024

Subject: Ordinance Enacting City of Jenkins Code

Report: The City of Jenkins codification project was recently completed. Codification is the process used to review, update and organize ordinances into one book by subject matter so it's easily accessible and convenient for residents and the public. An ordinance adopting the City Code must be approved by the City Council. Once the ordinance has been passed, it is required to be published as well. Attached please find Adopting Ordinance O-24-32. The code does include a right-of-way management ordinance (also attached), which the Council has discussed in the past but not formally acted upon. This can be included if you want to enact it. If not, I will exclude it.

Budget Impact: In 2024 the City has expended \$3,423.64 on this project. This expenditure qualifies for the Consultant Services Reimbursement Program through Sourcewell. Cities can be reimbursed for 50% of costs incurred for certain consulting services up to \$10K. I have turned in a request in the amount of \$1,711.82 for reimbursement.

Council Action Requested: Motion to approve Ordinance O-24-32 Enacting the City of Jenkins Code. (Majority vote required.)

ORDINANCE NO. O-24-32

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF JENKINS, MINNESOTA, AMENDING, RESTATING, REVISING, UPDATING, CODIFYING, AND COMPILING CERTAIN ORDINANCES OF THE CITY DEALING WITH THE SUBJECTS EMBRACED IN THE CODE OF ORDINANCES, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE CODE OF ORDINANCES.

WHEREAS Minnesota Statutes §§ 415.02 and 415.021 authorize the city to cause its ordinances to be codified and printed in a book, now therefore:

The City Council of Jenkins, Minnesota ordains:

Section 1. The general ordinances of the city as amended, restated, revised, updated, codified, and compiled in book form, including penalties for the violations of various provisions thereof, are adopted and shall constitute the Code of Ordinances of the City of Jenkins. This Code of Ordinances also adopts, by reference, certain statutes and administrative rules of the State of Minnesota as named in the Code of Ordinances.

Section 2. The Code of Ordinances as adopted in Section 1 shall consist of the following titles:

TITLE I: GENERAL PROVISIONS

Chapter 10: Rules of Construction; General Penalty

TITLE III: ADMINISTRATION

Chapter 30: General Provisions

TITLE IV: PUBLIC WORKS

TITLE VI: TRAFFIC CODE

Chapter 70: Traffic and Parking

70.01 – 70.04; 70.99 (A)-(C)

TITLE IX: GENERAL REGULATIONS

Chapter 90: Animals

90.01-90.05; 90.07-90.12; 90.99

Chapter 91: Health and Safety; Nuisances

TITLE XI: BUSINESS REGULATIONS

Chapter 111: Alcoholic Beverages

111.15-111.35; 111.99 (A) and (C)

Chapter 112: Amusement and Sales

112.15 – 112.24; 112.99 (A) and (C)

TITLE XIII: GENERAL OFFENSES

Chapter 130

TITLE XV: LAND USAGE

Chapter 150: Land Use and Subdivisions

Chapter 151: Building Standards

Chapter 152: Right-of-way-Management

TABLE OF SPECIAL ORDINANCES

Table I: Annexations

Table II: Franchise Agreements

Table III: Moratoriums

PARALLEL REFERENCES

References to Minnesota Statutes
References to Ordinances

Section 3. The Code of Ordinances as repealed in Section 1 shall consist of the following titles:

TITLE VI: TRAFFIC CODE

Chapter 70: Traffic and Parking
70.15; 70.99(D)

TITLE IX: GENERAL REGULATIONS

Chapter 92: Cemeteries

TITLE XI: BUSINESS REGULATIONS

Chapter 111: Alcoholic Beverages
111.99 (B)

Chapter 112: Amusement and Sales
112.01-112.02; 112:99(B)

Section 4. All prior ordinances pertaining to subjects treated in the Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance, except as they are included and re-ordained in whole or in part in the Code of Ordinances; provided this repeal shall not affect any offense committed or penalty incurred, or any right established prior to the effective date of this ordinance, nor shall this repeal affect the provisions of ordinances levying taxes; appropriating money; annexing or detaching territory; establishing franchises; granting special rights to certain persons; authorizing public improvements; authorizing the issuance of bonds or borrowing of money; authorizing the purchase or sale of real or personal property; granting or accepting easements, plat or dedication of land to public use; or vacating or setting the boundaries of streets or other public places; nor shall this repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code of Ordinances. All fees established in prior ordinances shall remain in effect unless amended in this Code of Ordinances, or until an ordinance adopting a fee schedule is adopted or amended.

Section 5. This ordinance adopting the Code of Ordinances shall be a sufficient publication of any ordinance included in it and not previously published in the city's official newspaper. The city clerk shall cause a substantial quantity of the Code of Ordinances to be printed for general distribution to the public at actual cost, and shall furnish a copy of the Code of Ordinances to the County Law Library or its designated depository. The official copy of this Code of Ordinances shall be marked and be kept in the office of the city clerk.

Section 6. The Code of Ordinances is declared to be prima facie evidence of the law of the city and shall be received in evidence as provided by Minnesota Statutes by the courts of the State of Minnesota.

Section 7. This ordinance adopting the Code of Ordinances, and the Code of Ordinances itself, shall take effect upon publication of this ordinance in the city's official newspaper.

Passed by the City Council of Jenkins, Minnesota this 23rd day of April, 2024.

Andrew J. Rudlang, Mayor

Attested:

Krista A. Okerman, City Clerk



AGENDA ITEM # 8A

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: April 18, 2024
Subject: Whitetail Hollows

Report: At the last Council meeting the Council approved the release of the entrance permit on to County Road 145 regarding the Whitetail Hollows. Attached please an Addendum to the Developer's Agreement for your review and consideration.

Council Action Requested: Motion to approve Addendum to Developer's Agreement for Whitetail Hollows.

ADDENDUM TO DEVELOPMENT AGREEMENT

Whitetail Hollows – Phase I (Construction of Blaze Boulevard)

This addendum to Development Agreement, hereinafter referred to as "Agreement", made and entered into this ____ day of _____, 2024, by and between the City of Jenkins, a municipal corporation organized under the laws of the State of Minnesota, hereinafter "City" and Mark John Leutem and Lisa R. Leutem, husband and wife, hereinafter "Developer".

WHEREAS, some construction of Blaze Boulevard has taken place; and

WHEREAS, an entrance permit from Crow Wing County is needed for access onto County Road 145;

WHEREAS, Crow Wing County will not issue entrance permit onto CR 145 until the City approves and/or compliance with City Ordinances is completed to include Drainage/Grading Standards as per City Ordinance 150.263 and the original Developer's Agreement (Attached – Exhibit A); and

WHEREAS, plans for Drainage/Grading standards have not been submitted and the Developer is requesting the release of the County Road 145 entrance permit prior to review and approval of those plans; and

WHEREAS, Developer agrees to submit Drainage/Grading plans for City approval; and

WHEREAS, Developer understands that further drainage/grading areas may be required at Developer's expense after review of the plans by the City Engineer.

NOW THEREFORE BE IT RESOLVED that the City Council of Jenkins, Minnesota dos hereby request Crow Wing County to release the entrance permit for County Road 145 and Blaze Boulevard with the following conditions:

1. No paving shall take place until all required plans and specifications to include road, drainage and grading plans are submitted to and approved by the City Engineer.
2. All conditions of the original Developer's Agreement remain in effect.

By their signatures below, the City and the Developer acknowledge that they have read this Addendum to the Developer's Agreement, understand and agree to its terms and have received an executed copy of same.

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REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: April 17th, 2024
Subject: VFW Post 3839 Special Event Permit Application

Report: Attached is a Special Event Permit Application completed by the Jenkins VFW for their 50 Year Anniversary Celebration on June 20th and 21st, 2024. The VFW is planning to have outdoor entertainment on Thursday and Friday evening, and is requesting the entertainment continue outdoors until 12AM.

Dan Erickson, VFW Post 3839 Commander, was informed that there should be no parking west of the property along Veteran Street to Highway 371.

Below are portions of City Code directly relating to noise.

§ 91.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following are declared to be nuisances affecting public peace and safety:

(D) Any person participating in any party or other gathering that causes the unreasonable disturbing of the peace, quiet, or repose of another person in such a manner as to be plainly audible at the boundary of the real property, building, structure, or residence from which the noise originates, or at a distance of 50 feet from the source of the noise. *PLAINLY AUDIBLE* is defined as sound that can be detected by a person using their unaided hearing faculties;

(U) (1) Noises prohibited:

(a) Any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, safety, or welfare of any person, or precludes their enjoyment of property, or affects their property's value in such a manner as to be plainly audible at the boundary of the real property, building, structure, or residence from which the noise originates, or at a distance of 50 feet from the source of the noise. (This general prohibition is not limited by any specific restrictions provided in this chapter). *PLAINLY AUDIBLE* is defined as sound that can be detected by a person using their unaided hearing faculties;

(f) The use or operation, or permitting the use or operation, of any radio receiving set, television set, musical instrument, music device, paging system, machine, or other device for producing or reproduction of sound in a distinctly and loudly audible manner so as to disturb the peace, quiet, and comfort of any person nearby.

(2) Hourly restriction of certain operations:

(d) *Radios, music devices, paging systems, and the like.* The operation of any device referred to in division (U)(1)(f) above between the hours of 10:00 p.m. and 7:00 a.m. in a manner so as to be plainly audible at the property line of the structure or building in which it is located, or at a distance of 50 feet if the source is located outside a structure or building shall be prima facie evidence of a violation of this section.

§ 150.072 NOISE.

(A) Noise shall be measured on any property line of the tract on which the source of the noise is located. Noise shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness, or intensity. At the property line of the tract on which the source of noise is located, the sound pressure level of noise radiated shall not exceed the following limits measured for 10% (L10) and 50% (L50) of a one hour-period, using a sound level meter as authorized by the City Council.



AGENDA ITEM #

(B) In addition, no persons shall make, or cause to be made, any impulsive and loudly audible noise that injures or endangers comfort, repose, health, peace, safety, or welfare of any persons or precludes their enjoyment of property or affects their property value.

Adjoining Property Zone - Time				
	Day, 7:00 a.m. - 10:00 p.m.		Night, 10:00 p.m. - 7:00 a.m.	
	L10	L50	L10	L50
Decibels, commercial zones	65	60	65	60
Decibels, residential zones	60	55	60	45

(Ord. passed 4-10-2017; Ord. O-23-25, passed 5-8-2023) Penalty, see § [150.999](#)

Below are portions of City Code directly relating to parking.

§ 70.02 PARKING AUTHORITY.

(A) *Council authority.*

(1) The City Council shall be authorized to regulate the parking or stopping of vehicles within the city, including establishment of "no parking" zones and regulating the length of time the parking may be permitted.

(2) In establishing or changing parking zones or restrictions, the Council shall pass a resolution adequately describing and defining the parking zone or restrictions. The resolution shall be posted upon or at the entrance of the parking zone, after which time, it shall be in force and effect.

(B) *Emergency parking regulations.* The City Council, City Clerk-Treasurer, Public Works, or the city's designated law enforcement agency shall be hereby authorized to forbid the parking of vehicles for temporary periods in case of emergency at any place within the city.

(C) *Removal of vehicle.* The city's designated law enforcement agency or the City Clerk-Treasurer shall be hereby authorized and empowered to have removed any vehicle parked or stopped in violation of any resolution or code section regulating parking in the city. The removal shall be performed by a firm ordinarily engaged in the towing of vehicles. Upon removal, the vehicle shall be retained by the towing firm until reasonable costs of towing and storage shall have been paid. Impoundment shall be handled as provided for by state law.

(D) *General restrictions on parking.* It shall be unlawful for any person to leave, park, permit, or allow any motor vehicle to stand or remain upon any city street or right-of-way for more than 72 hours at any time.

§ 91.19 NUISANCE PARKING AND STORAGE.

(A) *Declaration of nuisance.* The outside parking and storage on residentially-zoned property of large numbers of vehicles and vehicles, materials, supplies, or equipment not customarily used for residential purposes in violation of the requirements set forth below is declared to be a public nuisance because it obstructs views on streets and private property; creates cluttered and otherwise unsightly areas; prevents the full use of residential streets for residential parking; introduces commercial advertising signs into areas where commercial advertising signs are otherwise prohibited; decreases adjoining landowners' and occupants' enjoyment of their property and neighborhood; and otherwise adversely affects property values and neighborhood patterns.

Action requested: Determine if considerations for off-site parking or other parking restrictions should apply, and if the Council wishes to allow outdoor band beyond 10pm, as established in City Code. The Council can approve, deny or table the item. If the motion is to table the agenda item, then staff would like further direction.



SPECIAL EVENTS PERMIT APPLICATION

INSTRUCTIONS: Fill out this form completely, sign it and include all required attachments. If additional space is needed, attach additional sheets. Submit to City Hall at 33861 Cottage Ave Jenkins, MN 56474 or krista.okerman@cityofjenkins.com or cassandra.delougherty@cityofjenkins.com at least 30 days prior to the date of the event along with the \$25 permit fee (or \$50 fireworks fee). You will be notified by email once the application is approved.

1. Name, purpose and description of event:

50 YEAR ANNIVERSARY
VFW POST 3839

Location address: 3341 VETERAN STREET JENKINS, MN

**Please attach route map if for a parade, race, bicycle time trials, or other such event 56472

Date(s): 6/20/24 - 6/21/24

Event Starting Time: 12 PM Event Ending Time: 12 AM

Set-up Start Date and Time: 6/19/24 8 AM

Dismantle by Date and Time: 6/22/24 5 PM

Anticipated Number of Participants and/or Spectators: 200

If there is a fee or donation required as a condition of attendance, please describe:

NO

2. Application Information:

Name: DANIEL ERICKSON Title: COMMANDER

Address: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]

Affiliation/Organization: VFW

Are you an authorized applicant for this organization? Yes No

Will this person have authority to cancel or modify event plans? Yes No

Will this person be present at the event and in charge of the event at all times? Yes No

If no, provide contact information for the person who will be the responsible party on the day of this event:

Name: AYDEN HOOD Title: MANAGER

Address: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]

3. Entertainment:

Describe entertainment plans. If there will be music, sound amplification or any other noise impact, please describe including the intended hours.

OUTSIDE STAGE 6PM - 12AM
THURSDAY - FRIDAY 6/20/24 - 6/21/24

4. Sanitation/Drinking Water:

Describe the toilet and handwashing facilities present on the site (type, number and location) as well as temporary/portable facilities to be provided. Describe the source of drinking water.

2 REST ROOMS INSIDE
1 - PORTABLE OUTSIDE HANDY CAP
DRINKING WATER INSIDE
BOTTLED WATER OUTSIDE

5. Parking and Traffic Control:

Describe the location and number of parking spaces available. Describe arrangements that have been made for traffic control.

60 ONSITE PARKING / PLUS OFFSITE PARKING

6. Emergency/Medical Services:

Describe measures that will be taken to ensure emergency vehicle access (police, fire, ambulance) to the event area.

CROW WING COUNTY SHERIFF - 218 829 4749

PEQUOT LAKES POLICE - 218 568 8111

NORTH MEMORIAL AMBULANCE - 218 829-8767

PEQUOT LAKES FIRE - 218 568-8201

EX CELL ENERGY - 811

7. Security/Crowd Management:

Describe your proposed procedures and staffing for the event operations and crowd control.

VFW MEMBERS / EMPLOYEES

LIONS CLUB MEMBERS

PEQUOT LAKES POLICE

8. Trash/Recycling Event Clean-Up:

Describe the number, type and location of trash/recycling containers to be provided. What provisions have been made for clean-up of the site and surrounding area after the event?

WASTE PARTNERS / EMPLOYEES CLEAN-UP

55 GALLON CONTAINERS HIGH TRAFFIC AREAS

Name of trash/recycling hauler: WASTE PARTNERS

9. Noise:

Describe expected type, duration and timing of any noise sources. Describe measures to be taken to ensure compliance with city noise ordinance.

AREA OF EVENT WILL BE GATED OFF
WITH FENCE
EVENT 8AM - 1AM
BAND PLAYING

10. Fireworks or Pyrotechnics:

Will any fireworks or pyrotechnics be used at the event? Yes ___ No

If yes, describe in detail. Fire Department approval will be required.

11. Food and Beverages:

Will alcoholic beverages be served? Yes No ___

If yes, describe the type of beverages and the status of the liquor license.

BEER - HARD LIQUOR / NO SALE OF HARD LIQUOR OUTSIDE
LIQUOR LICENSE - CURRENT

Will food and/or non-alcoholic beverages be served? Yes No ___

If yes, describe what will be served and any plans for cooking food in the event area, including fuel source to be used.

B/O GRILL - BRATS @ HOT DOGS @ HAMBURGER
PRO-PANE - FUEL

12. Other Concessions:

Describe what vendors or concessionaires you will allow at the event and how you intend to regulate and monitor their activities.

BRAJAS' FOOD TRUCK

A PINE

13. Insurance Requirements:

A certificate of insurance must be filed with the city prior to issuance of the Special Events Permit. The certificate of insurance must name the city, its officials, employees and agents as additional insureds. Insurance coverage must be maintained for the duration of the Special Event.

Insurance coverage must be a commercial general liability policy. The minimum limits must be at least \$1,000,000. If alcoholic beverages are to be sold or distributed at the Special Event, the policy must also include an endorsement for liquor liability. The city may require additional endorsements depending upon the type of Special Event and the proposed activities.

I hereby affirm that the statements contained herein are true and correct to the best of my knowledge. I am duly authorized to make such agreements on behalf of the persons or organization sponsoring this Special Event. I



APPLICANT SIGNATURE

4/12/24

DATE



AGENDA ITEM #

9B

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: April 17, 2024

Subject: Pequot Lakes Police Department Police contract

Report: Attached please find the 2024-2025 Police contract with the City of Pequot Lakes. There are no changes in the contract.

Budget Impact: \$3,433.33 per month (\$41,200 per year). The City has funds budgeted for police protection.

Council Action Requested: Motion to approve the Law Enforcement Contract and Joint Powers Agreement Between the City of Pequot Lakes and the City of Jenkins. (Majority Vote required.)

**LAW ENFORCEMENT CONTRACT AND JOINT POWERS AGREEMENT
BETWEEN THE CITY OF PEQUOT LAKES
AND THE CITY OF JENKINS**

RESOLUTION 24-

This contract made between the City of Pequot Lakes (hereinafter referred to as "Pequot Lakes") and the City of Jenkins (hereinafter referred to as "Jenkins").

WHEREAS, Jenkins desires to obtain certain law enforcement services from Pequot Lakes; and

WHEREAS, Pequot Lakes agrees to furnish such law enforcement services on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

EFFECTIVE DATE

This Contract is made this ____ day of _____, 2024 and is effective upon the dates hereinafter set forth.

PURPOSE

The purpose of this contract is to provide the basis for and outline the terms and conditions upon which Pequot Lakes will provide police service for and within the boundaries of Jenkins.

Pequot Lakes hereby agrees to provide police service for Jenkins and Jenkins hereby engages Pequot Lakes to provide such service in accordance with, and subject to, the terms of this contract.

LEGAL BASIS

This contract is made pursuant to Minnesota Statutes Section 471.59. This contract is not made pursuant to Minnesota Statutes Section 436.06 and should not be construed as creating a joint municipal police department.

ADMINISTRATION

The administration of police service within Jenkins under this contract shall be the sole responsibility of the appropriate officials of Pequot Lakes. To facilitate this contract, however, and in order to provide for an avenue of consultation and communication between Pequot Lakes and Jenkins, on matters relating to police service, it is agreed that the Jenkins Mayor or his or her designee, shall confer with the Pequot Lakes Mayor, or his or her designee, when requested by either party, on any matter relating to police service being provided to Jenkins by Pequot Lakes. Pequot Lakes' officials shall participate in such discussions with the objective of providing for the satisfactory administration of this contract and for the satisfactory performance of police service for Jenkins.

LEVEL OF SERVICE

During the time that this contract is in effect, Pequot Lakes will provide Jenkins with police service, whenever an officer is officially on duty for the City of Pequot Lakes.

The work shifts shall be determined by officials of the Pequot Lakes Police Department. When officers of the Pequot Lakes Police Department are not actively on duty, Jenkins agrees that it shall be provided police protection by the Crow Wing County Sheriff's Department.

Officers of the Pequot Lakes Police Department may respond to calls in Jenkins and are available to handle such calls, if such calls do not hinder or diminish police service to Pequot Lakes.

Except as otherwise specifically set forth, law enforcement service shall encompass only such duties and functions of the type coming within the jurisdiction of Pequot Lakes pursuant to the laws of the State of Minnesota.

Petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring within Jenkins which the Pequot Lakes Police Department charges shall be prosecuted by the City Prosecutor, as appointed by the Pequot Lakes City Council, and fines collected there from shall be distributed in accordance with state law.

HEADQUARTERS AND EQUIPMENT

The headquarters of the Pequot Lakes personnel providing police service in Jenkins shall be in Pequot Lakes, and members of the general public having need to communicate with the Pequot Lakes Police Department on matters arising out of or involving person or property in Jenkins may communicate directly with Pequot Lakes Police Department or the Crow Wing County Sheriff's Department.

Pequot Lakes, under the terms of this contract, will provide all communication devices, equipment, records, other materials and personnel necessary to the performance of this contract except to the extent that this contract specifically provides for the furnishing of any part thereof by Jenkins.

PUBLIC INFORMATION

Both parties agree to take reasonable steps necessary to inform the public of the fact that Pequot Lakes is providing police service for Jenkins. Pequot Lakes may, at its option, mark any or all of its police vehicles as "Pequot Lakes Police Department, "Jenkins Police Department" or some similar designation.

PERSONNEL: POLICIES AND FRINGE BENEFITS

All personnel used in providing police service to Jenkins under this contract shall be and remain employees of Pequot Lakes. The personnel policies and contracts applicable to Pequot Lakes Police employees shall apply, and compensation and applicable fringe benefits shall be the responsibility of and subject to determination from time to time by Pequot Lakes.

DESIGNATION OF AUTHORITY

Under authority of Minnesota Statute Section 471.59, Subdivision 12, "Joint Exercise of Police Power", Jenkins authorizes all sworn officers of the Pequot Lakes Police Department to exercise the powers of "Peace Officers" or "Police Officers" within the corporate limits of Jenkins, with the same authority as in the corporate limits of Pequot Lakes, provided they meet the requirements of sub paragraphs (1) and (2) of Minnesota Statutes Section 471.59, Subdivision 12.

OFF-DUTY POLICE SERVICE

Members of the Pequot Lakes Police Department shall provide off-duty police service or special additional police service for which a special charge is made within Jenkins of the same basis as such off-duty special services are provided in Pequot Lakes.

CHARGES BY PEQUOT LAKES FOR POLICE SERVICES

Pequot Lakes shall charge, and Jenkins shall pay, for police services provided for under this contract on a basis as hereinafter provided. Police service shall begin January 1, 2024, and shall continue for a period of one year through December 31, 2024. The cost to Jenkins for services provided under this basic contract shall be \$41,200 per year. Jenkins shall make payment to Pequot Lakes on a monthly basis in the amount of \$3,433.33. Additional charges may apply as per the ACES contract for impounded dogs that go unclaimed by the animal's owner.



TERM OF CONTRACT

This contract shall be effective as of January 1, 2024, and shall continue to December 31, 2024. This contract shall be in effect as determined above unless terminated by either party. Termination of the contract by either party shall be effective by serving the other party with a preliminary written notice of termination not less than ninety (90) days prior to the date of termination of the contract. Either party, at its option, may terminate the contract as set forth above if the other party fails to comply with the terms and conditions of this contract. However, Pequot Lakes shall not have the right to terminate this contract for failure of Jenkins to make any payment due unless Pequot Lakes has first given Jenkins written notice.

In the event that extraordinary changes occur in either community in the level or cost of police service, either party may terminate this contract on ninety (90) days written notice. The termination notice for the above paragraphs will be the same as set forth for termination at the end of the contract.

Pequot Lakes shall make no special charges to Jenkins for police testimony, intoxilizer services, and related or similar services in connection with prosecution of any alleged offenses occurring in Jenkins.

ASSUMPTION OF LIABILITY

1. Pequot Lakes agrees to assume all liability for Pequot Lakes' personnel arising out of the following:
 - a. All liabilities incurred because of police activities in either community
 - b. All liability for injuries and sickness incurred because of workers' compensation laws
 - c. All liabilities incurred for salaries and compensation
2. Each party agrees that the acts of its officers and agents for any activity other than police work shall be their responsibility and each community indemnifies the other from any claims arising out of non-police activities caused by each community.
3. The Chief of Police, officers, and employees and Pequot Lakes shall not be deemed to assume any liability for intentional or negligent acts of Jenkins or any officer, agent or employee thereof. Jenkins shall defend Pequot Lakes, the Chief of Police, its officers, employees, and agents against, and hold them harmless from any claim for damages resulting from the enforcement of any duly enacted municipal ordinance of Jenkins.

Passed and adopted by the Pequot Lakes city Council this _____ day of _____, 2024.

IN WITNESS THEREOF, the parties hereto have executed this contract the day first above written.

IN PRESENCE OF:

CITY OF PEQUOT LAKES

by: _____
Mayor Date

by: _____
Clerk Date

IN PRESENCE OF:

CITY OF JENKINS

by: _____
Andrew J. Rudlang, Mayor Date

by: _____
Krista A. Okerman, Clerk Date



AGENDA ITEM #

9c

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: April 18, 2024

Subject: Court Services Agreements

Report: Our Master Joint Powers Agreement (JPA) and Court Services Amendment have expired. The purpose of the Master JPA and Court Services Amendment is to allow for continued access to BCA data, systems, and tools for criminal justice purposes, through the BCA's criminal justice data communications network (CJDN). The JPA and Court Amendment must be approved by the city council. Attached is Resolution #24-04-284 approving State of Minnesota joint powers agreements with the city of Jenkins on behalf of its city attorney.

Council Action Requested: Motion to approve Resolution #24-04-284. (Majority vote required).

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Jenkins on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 224843, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 24-04-284

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF JENKINS ON BEHALF OF ITS CITY
ATTORNEY**

WHEREAS, the City of Jenkins on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Jenkins on behalf of its Prosecuting Attorney, are hereby approved.
2. That the Attorney Mark Severson, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Andrew J. Rudlang, the Mayor for the City of Jenkins, and Krista A. Okerman, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 23rd day of April, 2024.

CITY OF JENKINS

By: Andrew J. Rudlang
Its Mayor

ATTEST: _____
By: Krista A. Okerman
Its City Clerk



AGENDA ITEM #

10B

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: April 18, 2024

Subject: Clerk's Report

Report: At the April 8th City Council meeting, resident Debbie Siltman expressed concerns over the City taxes. The overall tax bill is comprised of many variables and there are different reasons for tax increases/decreases. I have attached a mick tax statement with a few different scenarios for your information and use.

Public Works: Roger has been organizing and cleaning out the maintenance building. There is a stock pile of old fence posts which he has no use for. He has someone that is willing to pay \$1.00/each for the posts.



CITY OF JENKINS
“Mock Property Tax Statement”

Property ID 261120030XXXXX

Residential Homestead

Owner: John and Jane Doe
 1234 ABC Avenue
 Jenkins, MN 56474

Estimated Market Value: \$250,000

City property tax – taxes payable year:

2020	2021	2022	2023	2024
56.030%	51.002%	56.052%	43.220%	36.089%
\$1,400.75	\$1,275.05 - \$125.70	\$1,401.30 + \$126.25	\$1,080.50 - \$320.80	\$902.23 - \$178.27

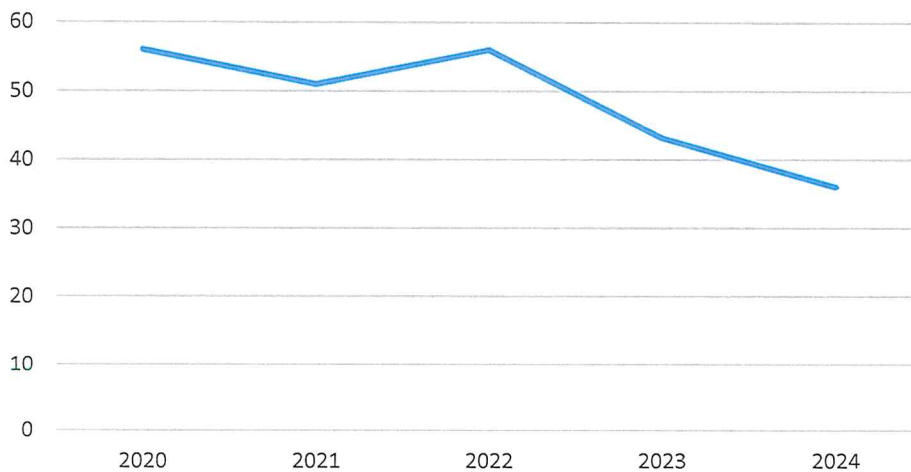
City property tax - **with 10% increase in market value per year**

2020	2021	2022	2023	2024
\$250,000	\$300,000	\$330,000	\$363,000	\$399,300
\$1,400.75	\$1,530.06	\$1,849.72	\$1,568.89	\$1,441.03

City property tax – tax increase/decrease comparison

2020	2021	2022	2023	2024
\$0.00	+ \$255.01	+ \$448.42	+ \$488.39	+ \$538.80

Jenkins City Tax Rate



CITY OF JENKINS
 ** FINAL RATES

CITY CALCULATIONS

01-Mar-24

CITY OF JENKINS

PAYABLE 2024

INITIAL TAX CAPACITY:	975,364
Less TIF Value:	0
TAXABLE TAX CAPACITY:	975,364

PREV TIF: 0

Population	510
------------	-----

LGA Relief: 29,430
 Rate: 3.017%

PREV TAXABLE MV: 65,625,109 26.4%
 PREV TC: 775,102 25.8%
 PREV LEVY: 335,000 5.1%

REF MV: 77,792,241
 TAX MV: 82,966,102
 EST MV: 85,386,300
 NEW CONST: 1,997,700

PREV RATE: 43.220%
 -7.131%

TYPE	FUND NAME	TOTAL LEVY REQUEST	HACA	TIF EXCESS	ADJUSTED LEVY	FISC DISP DISTRIB	FINAL LEVY	SPREAD LEVY	GENERAL RATE
10	CITY REVENUE	328,357	0	0	328,357	0	328,357	328,356.29	33.665%
370	GO IMP NOTE SERIES 2023A	23,643	0	0	23,643	0	23,643	23,642.82	2.424%
TOTAL		352,000	0	0	352,000	0	352,000	351,999.11	36.089%

REQUIRED DEBT LEVY:	\$23,643.00
Debt Levy Okay	

CITY OF JENKINS



AGENDA ITEM # 10c

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: April 18, 2024
Subject: Park's Report

Report: Equipment – Roger went through the items at the Ratchke property. There are 3 benches: 2 wooden and 1 composite wood. The composite wood bench has a slat that it broken and the 2 wooden benches have been sitting in the elements since 2018. There is a bicycle rack and monkey bars in the shop that may be reusable.

We have had a request for a memorial park bench donation for Veterans Park. The City used to have an adopt-a-bench program in place, but has not been utilized for several years. I have attached information from a few other cities as well as our old program brochure. Things to consider:

- Adopting a standard bench design and consider recycled material benches as this would coincide with our Energy and Environment Plan.
- Placement
- Installation costs

Action requested: Direction on how to proceed.



PARK BENCH DONATION PROGRAM

Make it last...

Whether you are remembering a loved one, honoring an important person or group, or just want to help beautify your town, donating a park bench is a tasteful way to make a lifetime investment in the City of Buffalo. The Park Bench Donation Program utilizes a 10-year term. After the initial 10-years, the bench could be renewed, adopted by a new donor, repurposed, or removed.

Park Benches

For a **\$750 donation**, a basic bench design can be installed and includes professional engraving of your choice. These benches are approximately 6 feet long and made with recycled plastic.

All of the boards on this 6' bench are made from plastic waste, primarily milk cartons and laundry detergent containers. It takes approximately eight 1 gallon milk containers to make a pound of material. Our park benches are made from 3x4 boards. Each bench requires 8 of these boards or about 1,592 total milk cartons.

Not only are you helping park users and sharing a message, but also helping in reducing, reusing AND recycling!



Donation Information

If you're interested in donating a bench to a City of Buffalo Park, please fill out the information below and return with specific donation amount to:

City of Buffalo Parks Department
 Attn: Memorial Bench Program
 212 Central Ave
 Buffalo, MN 55313
 Questions call: 763-684-5421



We try our best to accommodate location requests. **Bench requests are no longer accepted for Sturges, Buffalo Lake Walk or Griffing Parks.** If no location is requested below, we will put bench in a pre-approved location of need. Locations are approved by the Parks Advisory Board.

Final approval by City of Buffalo Parks Department

No political, religious or offensive messages are

Park Bench Donation Form

DONOR INFORMATION:

Organization/Group Name (If Applicable) _____

Donor's Name _____ Phone (include area code) _____

Email address _____

Address _____ City _____ State _____ Zip _____

City of Buffalo Resident Yes No

Online Forms/Donations are now accepted

Scan the QR code



DONOR REQUESTS: Date Requested: _____

Park Bench Yes No

Message for Bench/Table Plaque: _____

Please keep inscriptions/memorials/messages to max. of 50 characters.

Location preference: _____

Bench requests are no longer accepted for Sturges or Griffing Parks.

Revision 2/29/2024

city of Worthington - City pays for and installs cement slabs

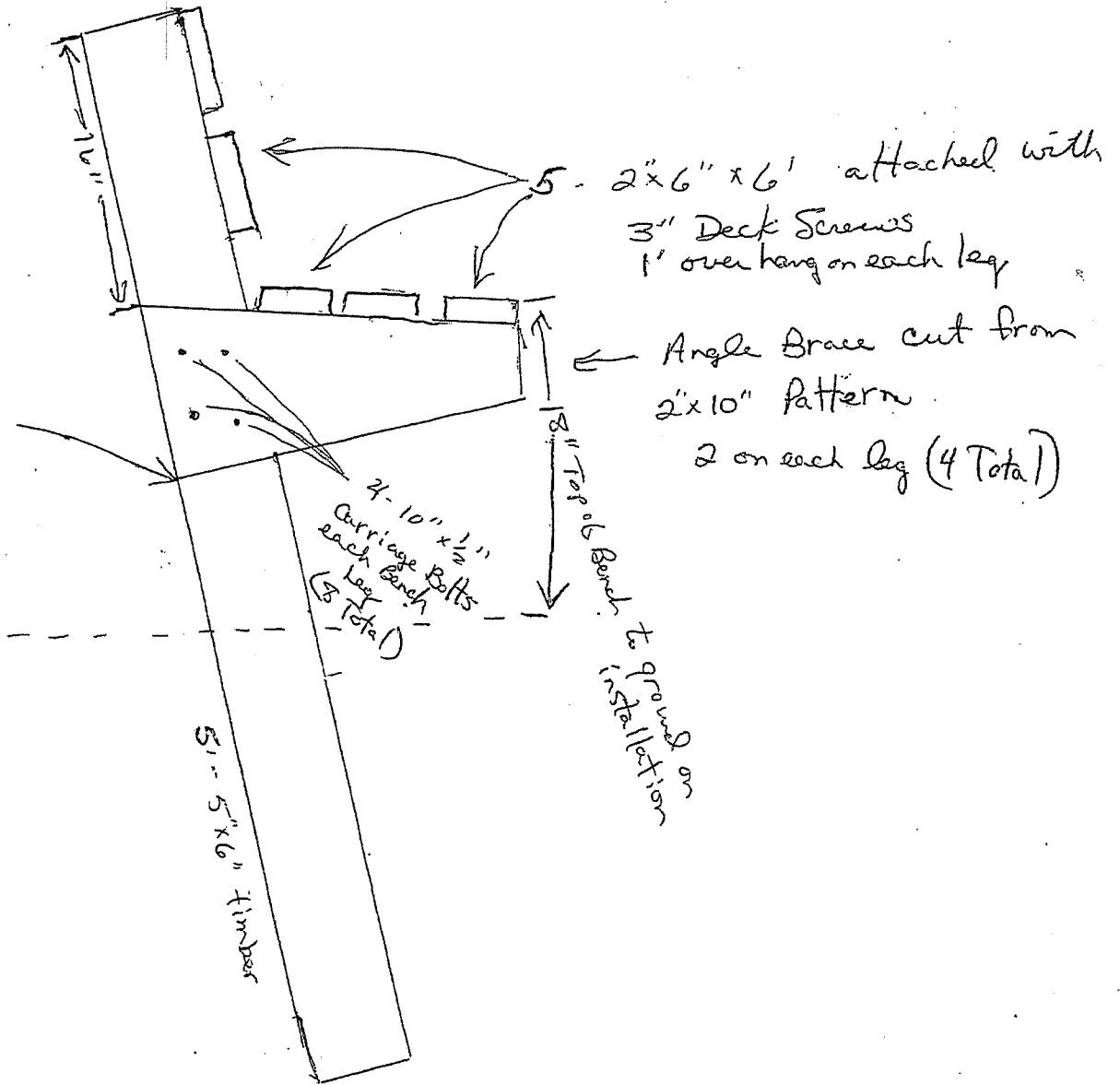


DNR

Trail Benches

ground contact
5" x 6" treated timber

"Crucial"
90° angle



8/10/99



AGENDA ITEM # 10C

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: April 17th, 2024
Subject: Parks Update

Report: Below are updates associated to Veterans Park and the Jenkins Ball Field:

- Woodchips have been ordered from approved supplier, SafetyFirst Playground Maintenance, to be delivered on a Thursday or Friday after May 1st, 2024.
- American Flag was replaced at Veteran's Park by Don Lohse on April 9th, 2024. Mr. Lohse informed staff that the light is out on the Cemetery Flag Pole. (solar light quote provided.)
- New POW flag was ordered for Veterans Park, as the old flag is getting tattered.
- 9 Flag Display for Veterans Park has been quoted, and will cost roughly \$5,000 for all materials and labor. (flagpole/flag quote provided.)
- Information on pavers provided by Terry Palmer will be presented in next Parks Committee Meeting, April 25th, 2024 for discussion and recommendation to Council.
- Awaiting quotes on halo netting and fencing that Councilmember Haff will be receiving, provided by Elite Fence & Deck LLC.
- A & R Electric received first half payment to complete work at the Pump House, and half of the electrical work has already been completed as of April 17th, 2024.
- Pump House construction has commenced with approved contractor, which began April 15th, 2024.
- Reached out to Nathan Lange, Northland Companies, regarding pricing on a Veteran's Memorial. Northland completed a Veteran's Memorial for the City of Backus, located at Evergreen Cemetery. Awaiting response.

CITY OF JENKINS ADOPT-A-BENCH PROGRAM

The Jenkins Parks and Recreation Committee is inviting individuals, families and organizations in the Jenkins Area to Adopt-a-Bench in one of the parks located in Jenkins. The benches will provide an appealing look within the parks. Local residents, businesses and organizations are invited to make a donation to the Adopt-a-Bench program that will cover the purchase and installation of a bench in their name.

The program works like this:

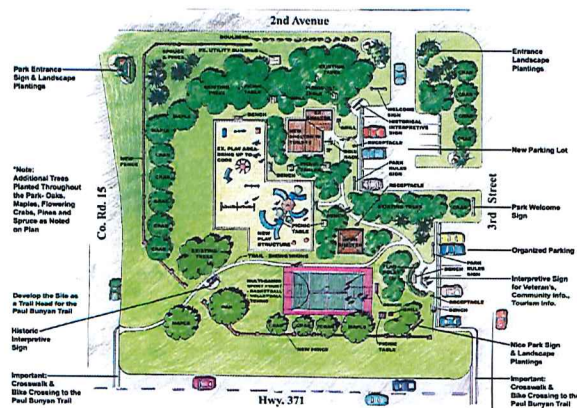
- Fill out the Bench Donation Form or contact City Hall at 218-568-4637 to initiate the process.
- View a map of available locations and contact Parks and recreation to arrange a site visit.
- Individuals, families, businesses or organizations make a donation of \$225.00 to the Adopt-a-Bench program. This donation covers all purchase, construction and installation costs for a 6 foot trail bench with a customizable plaque. The plaque is up to 5" X 2" or 1" X 8" brass plaque with up to 3 lines of text.
- The Jenkins Park and Recreation Committee will then coordinate the purchase, construction and installation of a new trailside bench, complete with a plaque with custom text requested by the donor.
- Done! Now, residents and visitors of all ages can enjoy the peace and tranquility in one of the park locations on the new memorial or named bench for years to come.

CITY OF JENKINS PARK LOCATIONS:

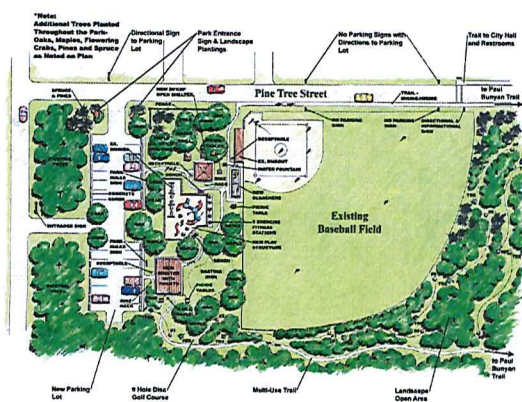
Veterans Memorial Park, 3244 – 3rd Street (intersection of County Road 15 and TH 371)
Jenkins Sports Field, 2999 Pine Tree Street (across from City Hall)

We would like to thank you for your participation in this program and helping us to achieve our goal of improving our parks.

Veterans Park



Baseball Field



Spring Sale on NOW! Save 20%-50%



CART

Search all products...

HOME

FLAGPOLE KITS

ACCESSORIES

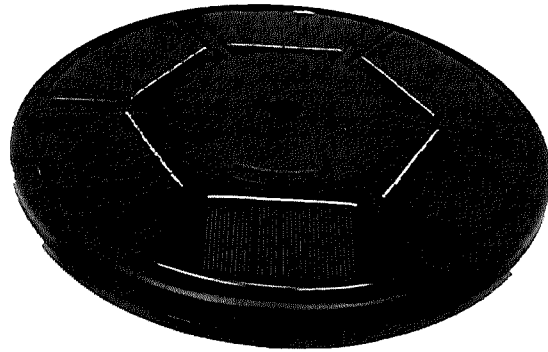
FLAGS

CUSTOMER REVIEWS

INSTALLATION & HELP

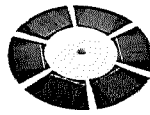
ABOUT US

Home > Accessories & Add Ons > Solar Power Flagpole Light



\$54.97
Solar Flag
Light.
Available in
black or white.





SOLAR POWER FLAGPOLE LIGHT

★★★★★ 8 reviews

\$54.97 **SAVE \$94.03**

Shipping calculated at checkout.

Pay in 4 interest-free installments of \$13.74 with shop **Zay** [Learn more](#)

Choose a Color

Black



Quantity

1



	POW	\$19.99
	Deluxe US Veteran Flag	\$19.99
	3x5 US Coast Guard Flag	\$19.99
	3x5 US Space Force Flag	\$19.99
	3x5 USMC Flag	\$19.99
	3x5 US Army Star Flag	\$19.99
	3x5 US Air Force Traditional Flag	\$19.99
	BUNDLE 20' or 25' Delta TELESCOPING SILVER (Pole, Light & Flash Collar) BUNDLE 25' Telescoping Flagpole Kit / No Thanks	\$299.00
	BUNDLE 20' & 25' Delta TELESCOPING "Freedom Edition" BLACK (Pole, Light & Flash Collar) BUNDLE 25' Telescoping Flagpole Kit / Freedom Edition / No Thanks	\$972.00
	BUNDLE 25' Delta TELESCOPING Flagpole AIR FORCE Edition (Silver) (Pole, Light & Flash Collar) No Thanks	\$819.00
	BUNDLE 25' Delta TELESCOPING Flagpole NAVY Edition (Silver) (Pole, Light & Flash Collar) No Thanks	\$638.00
	3x5 Deluxe US Navy Flag	\$19.99
	BUNDLE 25' Delta TELESCOPING Flagpole ARMY Edition (Black) (Pole, Light & Flash Collar) No Thanks	\$839.00
	BUNDLE 30' Delta SECTIONAL "Freedom Edition" BLACK (Pole, Light & Flash Collar) BUNDLE 30' Sectional Flagpole Kit "Freedom Edition" Black	\$814.00
	Choose your State Flag 3x5 Minnesota	\$19.97
	Stainless Steel Flag Tether and weight	\$19.97
	Upgrade 4x6 Sewn & Embroidered USA Flag	\$49.97
	Shipping Protection	\$4.99

Discount code or gift card

Apply

Subtotal

\$3,135.82

Shipping 

\$179.73

Total

USD \$3,315.55



PLANNING AND ZONING ADMINISTRATOR'S REPORT

1. **Permits:** The following permits have been issued since the last meeting:
 - a. James Tucker, 34651 Brown Blvd, driveway access permit. One 12" or 15" culvert required, per Public Works.
 - b. VFW Post 3839, 3341 Veteran St., Special Event Permit Application for 50yr Anniversary Celebration to be held June 20th-21st, 2024 with outdoor entertainment.
 - c. Ted & Kim Ebnet, Ebnet Development LLC., TBD Half Mile Rd., Rezone Application from A to RR Zoning District, for construction of duplexes. (CUP to follow if Rezone application is approved)

2. **Code Enforcement:** Staff has sent the following correspondence for potential violations: **NONE**

3. **Complaints/Concerns:**
 - a. Excessive speeds on 12th Ave. Staff corresponded with Chief Davis, requesting extra patrols be completed by Pequot Lakes PD.
 - b. Veteran Street potholes.