



CITY COUNCIL MEETING AGENDA Tuesday, June 25, 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 May 28 and June 10, 2024 meetings
 - c. Pre-written check #'s 24430-24432; **\$4,916.23**
 - d. Proposed check #'s 24433-24438 and EFTs; **\$4,392.45**

TOTAL EXPENSES = \$9,308.68
5. Public Forum
6. Unfinished Business
 - a. Gravel bids
 - b. Widseth Estimates
 - c. Bean Estates Final Plat
7. New Business
 - a. Paul Bunyan Scenic Byway videography project
 - b. Earle Jenkins Estates
 - c. Possible Land Acquisition
8. Reports of Officers, Committees and Boards
 - a. Mayor's Report
 - b. Clerk's Report
9. Communications/Misc.
10. Adjournment

**COUNTY OF CROW WING
CITY OF JENKINS
DRAFT**MINUTES OF THE REGULAR CTY COUNCIL MEETING
MAY 28, 2024**

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

ROLL CALL: Present: Mayor Rudlang; Councilmembers Flategraff, Siltman, Haff and Barnett; Clerk Okerman.

CONSENT AGENDA: **The consent agenda was approved as follows on motion by Flategraff, second by Barnett all present voting aye:**
4a. Agenda
4b. Minutes of the May 13, 2024 meeting
4c. Pre-written check #'s 24394-24402 and EFT's; \$23,229.54
4 d. Proposed check #'s 24403-24406; \$782.15
TOTAL EXPENSES = \$24,011.69

PUBLIC FORUM: None.

UNFINISHED BUSINESS: Okerman reported she submitted the Community Impact Fund grant application for the full \$50K. She listed some of the items and equipment included. She noted the City would be notified at the end of June if selected for the funding.

NEW BUSINESS: SS4A Grant: Okerman reported the City of Crosslake was applying for a Safe Streets and Roads for All grant to complete a Vulnerable User Plan to study pedestrian safety in the area. She said Widseth was working on the planning grant application and presented the opportunity for the City of Jenkins to become a co-applicant. She stated Crosslake would be the fiscal agent and had a budget for the match requirement. She noted Jenkins' involvement would be as a participant in meetings during development of the plan. Okerman said the purpose of the plan would be to improve pedestrian safety in the city with a possibility of development of trails connecting the cities and townships. A draft resolution was presented with verbiage regarding the City's participation with funding. She added other cities struck that language.

RESO. #24-05-287: **A motion to approve Resolution #24-05-287 Regarding SS4A Planning Grant was made by Resolution for approval made by Flategraff and seconded by Siltman. All present voted aye.**

Newsletter: A draft of the City's 2024 newsletter was presented. It was Council consensus to strike language regarding pump house building delays.

Haff made motion for approval to send out the 2024 newsletter with the stricken language. Siltman seconded the motion. All present voted aye.

REPORTS OF OFFICERS: Mayors report: Mayor Rudlang reported he would be in attendance at the June 10th meeting. It was noted Flategraff would preside over the meeting as acting Mayor.

Clerk's report: Okerman reported the Crow Wing County Board recently took action and unanimously directed the County Highway Department to initiate a process resulting in the County assuming the power cost for electric components located adjacent to the County road system. She said she submitted eight possible locations within the City. She said if all were approved, it could create an approximate \$1,500-\$2,000 per year savings for the City. Okerman reported the City received the Consultant reimbursement from Sourcewell.

Okerman noted no limitations on local zoning and land use authority for residential development were passed in this legislative session. She added there would likely be more proposed in the near future.

Okerman said the Council should make a decision on if an/or how they want to regulate cannabis. She said the Small Cities Assistance Program funding was approved for 2024 and Jenkins would be receiving some funding. She noted the funding was intended to provide short-term financial assistance to small cities. Okerman noted there were some changes made to the Earned Sick and Safe Time requirements.

Parks Report: Okerman stated that Public Works could install the flag poles at Veterans Park. She said a location was needed. Siltman stated the parks committee wanted the basketball court bid approved. He said they discussed reinstating the gambling tax and installed a smaller Veterans memorial. He noted more information on the items would be forthcoming.

Haff inquired about the rental of the concession stand and if fees would be imposed. She said Diamond Club was interested in using the building. Okerman said staff could draft a rental agreement and get pricing from other cities. It was noted Diamond Club completed some maintenance work.

Roads Report: Quotes previously received from Anderson Brothers and Schrupp Excavating were provided and it was noted the Schrupp Excavating quote with traffic control would add an additional \$1200.

Okerman stated she was advised of flooding issues on Rosewood Avenue. She said Widseth completed a Road Inventory Study in 2014 and suggested it may be a good time to have that updated. She said having roads identified for problem areas could help with funding opportunities as well as budgeting purposes. A status update on other roads projects was provided.

COMMUNICATIONS/MISC.: Council member Haff said a donation would be coming in for next meeting.

ADJOURNMENT: Motion was made by Barnett and seconded by Flategraff with all present voting aye to adjourn the regular City Council meeting at 6:50 PM.

Approved this _____ day of _____, 2024.

Krista. A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

**COUNTY OF CROW WING
CITY OF JENKINS
DRAFT*MINUTES OF THE REGULAR CITY COUNCIL MEETING
JUNE 10, 2024**

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

ROLL CALL: Present: Acting Mayor Flategraff; Councilmembers Siltman, Barnett and Haff; Clerk Okerman. Absent: Mayor Rudlang.

AGENDA ADDITIONS: Okerman requested the following additions to the agenda: Letter from Dan and Janis Wolf for items #7, duplex plans for item #8 and added donation for Item #11c.

CONSENT AGENDA: **A motion to approve the consent agenda with the above additions and as follows was made by Siltman and seconded by Haff; all present voted aye:**
4a. Agenda with additions
4b. Pre-written payroll 24407-24418; \$5,202.89
4c. Proposed check #'s 24419-24429 and EFT's; \$8,181.70
TOTAL EXPENSES = \$13,384.59

OPEN FORUM: None.

LAND USE APPLICATIONS: Okerman prefaced the next three land use application agenda items (#'s 6, 7 and 8) by saying a public hearing was required for each item. She said staff published the notice in the paper and sent mailed notice to properties within 350 feet. She said the Planning Commission held a Public Hearing at their June 3 meeting and took public testimony. She stated the Council was not required to take any further public comment and it was at the Council's discretion to allow or not. She noted if further public comment was allowed, there should be decorum in place, such as time limits, only speaking after being acknowledge by the Acting Mayor and keeping the topic relevant to the application at hand. It was Council consensus to allow more comment with a three-minute maximum.

SOLAR ENERGY CUP: Okerman reported Planet Solarity LLC submitted an application on behalf of the AmericInn for a Conditional Use Permit to install a solar panel array on the roof of the hotel. She noted the locations was 32912 Paul Bunyan Drive. Okerman said the property was located within the Highway Business Zoning District (C2), where a CUP was required for solar energy. Okerman said the Planning

Commission unanimously recommended approval of the Condition Use Permit with Findings and Conditions and staff agreed.

RES. # 24-06-288:

Flategraff made motion to adopt Resolution #24-06-288 Approving a Conditional Use Permit for Planet Solarity LLC with Findings and Conditions. Barnett seconded the motion. Roll call vote - all present vote aye. Motion carried.

BEAN ESTATES PRELIMINARY PLAT: Okerman reported that Richie and Bethany Bean had submitted an application for a preliminary plat to subdivide their 14.95-acre property into four parcels. She said the property had an existing structure and the lot split would result in three additional lots. She said the property was zoned Agricultural (AG) and they were not rezoning the property so it would remain AG. She stated the minimum lot size in the AG district was 2 acres for a single-family dwelling and each lot exceeded that minimum. Okerman noted that a letter from Dan and Janis Wolf was an addition to the agenda. She said Crow Wing County had reviewed the preliminary plat and were recommending Lots 3 and 4 have shared access within the right-of-way and then split at the property line. She noted that should be added as a condition of approval if the plat was approved.

Siltman said the Planning Commission reviewed the application and all the criteria was met.

A motion was made by Haff and seconded by Siltman to approve the preliminary plat citing the following findings and conditions: Roll Call Vote – all present voted aye.

Findings:

- 1. The subject property is located at 4028 CR 145, City of Jenkins, MN**
- 2. The land area is 13.20 acres while the road area is 1.75 acres. This amounts to 14.95 acres in total**
- 3. The SW corner is with an existing structure (appears to be a single-family home with driveway access off the CR 145.**
- 4. The proposed lot 4 of the plat features a delineated wetland area.**
- 5. Proposed lot sizes meet the minimum lot size requirements in Ag zoning district.**
- 6. Per the engineering comments, lot 3 and lot 4 will have access off CR 145 while lot 1 will access off Cemetery Road.**
- 7. All setback lines are marked and meets city of Jenkins zoning requirements.**
- 8. Per the engineering comments, septic and water supply wells appear to be feasible for each lot proposed.**
- 9. Buildable areas for lot 1, 3, and 4 are 1.56 acres, 1.55 acres, and 1.26 acres respectively.**

10. Lot 4 layout respects the wetland boundaries and includes appropriate buffer zones.
11. Copies of Crow Wing County Site Suitability Assessments for all proposed lots have been submitted by the applicants.

Conditions:

1. Based on the proposed lot splits, there will be three lots that will access off CR 145 and one lot will access off Cemetery Road. The proposed lot accessing from Cemetery Road will be sufficiently set back from the intersection for a new driveway entrance. The City should review the need for a culvert when a driveway permit is requested. The County may comment on the lots accessing the County roadway.
2. There are no proposed public improvements noted for this plat; therefore, no development agreement or escrow is necessary.
3. Septic systems and water supply wells appear to be feasible for each lot based on the submittals.
4. Storm water management for each lot at the impervious coverage limits should be feasible for each lot. The typical runoff anticipated from a full impervious buildout should be submitted with the building permits to demonstrate that storm water can be managed on each lot.
5. The final plat should include the dedication language for all public rights-of-way being dedicated for public use for both Cemetery Road and CR 145.
6. All fees are paid.
7. Lots 3 and 4 shall have shared access within the ROW and split at the property line.

EBNET VARIANCE:

Okerman reported that Ebnet Development LLC had applied for a variance to the lot size for their property located on Lot 3, Block 1, Pleasant Acres on Ellis Road. She said the variance was to the minimum lot size requirement of 3 acres to construct a duplex. She said there were some discrepancies in the lot size due to the information of the County website. Okerman noted that the variance is for .7 acres. She said the Planning Commission reviewed the application and approved the variance. She stated the City Council was not required to review the variance per City Code but added that she felt it was a good practice to file variances with the County. **Christopher Teich, 3155 Ellis Road**, said he was 14 feet short of the property notification. He said he did not have an issue with a single-family dwelling being built on the property, but the 3-acre requirement was put in place for a duplex. He felt the 3 acres should be upheld. He said this would open other opportunities. He said the applicant said there was not

enough rental property but noted there were only single-family homes in the neighborhood.

Shelly Teich, 3155 Ellis Road, said she had an autistic grandchild that liked to ride her bike on the road and a duplex would create more traffic. She said her grandchild would likely get hurt. She asked if signs would be posted. She asked if a duplex was allowed, would then everyone be able to construct one.

Chris Teich asked the Council to put themselves in his shoes. He said the Council should follow the guidelines. Ted Ebnet asked if the discussion was for the variance resolution. Okerman concurred. Siltman stated the variance request went through Planning Commission with a 4-1 vote. Flategraff said he could see both sides but the Planning and Zoning had the final say. Barnett said that in this situation with the minimal acreage variance, it was not a big difference. He noted if the parcel was 30 acres and the applicants were asking for the same percentage of variance it would be 7 acres and that was a bigger difference. Okerman stated that allowing a variance had to meet certain criteria and each variance application is looked at separately.

Barnett said the lot was the size it was when the applicant bought it and he should have been aware of that. Siltman said he was the one nay vote, but Planning Commission approved the variance. Haff said she would like to revisit the ordinance on variances and potentially have the Council have the final say.

RESO. #24-06-289:

A motion was made by Siltman and seconded by Flategraff to Adopt Findings and Facts and Reasons for Approval for Variance Application of Ebnet Development LLC at Lot 3, Block 1, Pleasant Acres. Roll call vote - all present voted aye.

EBNET CUP:

Okerman reported that Ted and Kimberly Ebnet had submitted a request for a Conditional Use Permit (CUP) to allow the construction of a duplex on their 2.34 -acre property located at Lot 3, Block 1, Pleasant Acres, in the Rural Residential (RR) District of Jenkins, MN. She said the R-R District was intended to be semi-rural in character and to allow low-density residential and compatible agricultural uses in shore land and non-shore land areas. However, she stated duplexes were permitted as a conditional use subject to public hearing review, recommendation of the Planning Commission and approval and issuance of CUP by City Council. She said the Planning Commission unanimously recommended approval of the CUP. She said building plans were submitted as well as a letter from Samantha Torkelson. Flategraff asked if would be a shared sewer and well. Ted Ebnet said it would. Kim Ebnet said there would be two separate covered entryways. Siltman said the Ebnet's met all the required criteria so he did not feel there was any reason to deny the CUP.

RESO. # 24-06-290:

Barnett made motion to adopt Resolution #24-06-290 Approving a Conditional Use Permit for Ebnet Development LLC for Lot 3, Block 1, Pleasant Acres with Findings and Conditions. Siltman seconded the motion. Roll call vote - all present voted aye.

Samantha Torkelson's letter was once again acknowledged as part of the public record and packet.

Okerman noted that it was very rare that the Council heard three land use applications at once. Richie Bean said the Council had three this time and felt there would be more forthcoming. He said the Council had the ability to direct Planning Commission to be strict with variances. He said the Council would need to be clear on what they did and did not want in the future. He said that would prevent contentious meetings.

UNFINISHED BUSINESS: None.

NEW BUSINESS: None.

REPORTS OF OFFICERS: Parks Report: An update on the Parks meeting was provided with a recommendation to accept the bid for crack filling and sealcoating the basketball court.

A motion was made by Flategraff and seconded by Barnett with all present voting aye to approve the bid from Lakes Pavement Maintenance for \$1,764.00 with funds to come out of the Gambling Fund.

A Resolution accepting donations was provided for a privacy screen at the ball field and a cash donation for Veterans Park.

RESO. #24-06-291:

Barnett made motion to approve Resolution #24-06-291 Accepting Donations to the City of Jenkins with Terms and Conditions listed. Flategraff seconded the motion; all present voted aye.

Haff and Siltman were to meet with Olmscheid for determination of flagpole placements at Veterans Park. Siltman said some new software may be required so staff could review video from the parks security cameras.

It was noted that resident Debbie Siltman requested to be on the Roads Committee. Okerman said Committee appointments required Council action.

Flategraff made motion to appoint Debbie Siltman to the Roads Committee. Haff seconded the motion. Flategraff, Haff and Barnett vote aye. Siltman abstained.

Road Report: An update on the Roads Committee was provided noting that quotes were being obtained for gravel on Drake Circle

and Widseth was provided an estimate for an updated Roads Inventory Study and Commercial Road Standards. Flategraff said that it was determined that the repairs on Lilac Street be the temporary repairs due to the fact that to repair the full road may require commercial standards because of the type of traffic. **Haff made motion and Barnett seconded; all voted aye to approve the Anderson Brother quote for Lilac Street for \$2,620.86 and the Schrupp Excavating bid at \$5,108.00.**

COMMUNICATIONS/MISC.: Haff inquired about the Diamond Club using the concession stand for an upcoming tournament. Siltman said he did not feel the building was at a finished point to do that. As there were not counter tops or tables. Haff said they could bring their own. **After further discussion, it was consensus to allow use of the concession stand by Diamond Club for a one-time use for their upcoming tournament.** Okerman was directed to research other cities and requirement for use of their buildings.

ADJOURNMENT: **A motion to adjourn at 6:50 PM was made by Barnett and 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: 06/11/2024 To 06/18/2024

<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>
06/17/2024	Internal Revenue Service	EFT93140595	May 941 2nd quarter 2024	N	Payroll Administration	100-41501-122-	\$ 1,370.51
		EFT93140595				100-41501-135-	\$ 320.52
		EFT93140595				100-41501-170-	\$ 330.24
	Total For Check	EFT93140595					\$ 2,021.27
06/18/2024	Payroll Period Ending 06/15/2024	024430	6/2 - 6/15/24 pay period	N	Clerk	100-41425-101-	\$ 736.65
	Total For Check	024430					\$ 736.65
06/18/2024	Payroll Period Ending 06/15/2024	024431	6/2 - 6/15/24 pay period	N	Clerk	100-41425-101-	\$ 1,331.44
	Total For Check	024431					\$ 1,331.44
06/18/2024	Payroll Period Ending 06/15/2024	024432	6/2 - 6/15/24 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 826.87
	Total For Check	024432					\$ 826.87
Total For Selected Checks							\$ 4,916.23

Date Range : 6/11/2024 To 6/20/2024

<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>
06/11/2024	AAA Rental Inc	Inv 113127 & Inv 113129 weed whip and oil	2435	\$225.93	100-43102-212- 100-43102-240-	Public Works/Maintenance Public Works/Maintenance	\$15.98 \$209.95 24433
06/11/2024	MN Power	Street lights and electricity	2436	\$1,002.11	100-43160-381- 100-41940-381-	Street Lighting General Government Buildings and Plant	\$740.44 \$261.67 24434
06/17/2024	TDS	Phone and internet	2438	\$177.63	100-41940-321-	General Government Buildings and Plant	\$177.63 24435
06/17/2024	Elan Financial Services	office sup, stamps, fuel, nwsp, publcn, education/ MCFOA dues, waterfountain repair costs	2439	\$2,246.16	100-41425-433- 100-41425-201- 100-45202-221- 100-43101-212- 100-41425-322- 100-41425-440- 100-41110-352-	Clerk Clerk Park Areas Highways and Streets Clerk Clerk Council/Town Board	\$100.00 \$52.32 \$871.88 \$310.18 \$272.00 \$613.85 \$25.93 24436
06/18/2024	Crow Wing County Land Services	Resolution Recording 24-06-288, 24-06-289, 24-06-290	2440	\$138.00	100-41420-310-	Recording and Reporting	\$138.00 24437
06/20/2024	Crow Wing Power	5-8 to 6-8 Electric Service	2441	\$24.00	100-43160-381-	Street Lighting	\$24.00 24438
06/18/2024	State of IA	CSE 6/02- 6/15/24 Pay Period	EFT2472016	\$60.00	100-41425-175-	Clerk	\$60.00 EFT
06/18/2024	PERA	05/19 - 06/01/24 pay period	EFT754431	\$518.62			

Date Range : 6/11/2024 To 6/20/2024

<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>
					100-41425-115-	Clerk	\$112.92
					100-43102-115-	Public Works/Maintenance	\$66.85
					100-41501-121-	Payroll Administration	\$277.83
					100-41425-115-	Clerk	\$61.02
Total For Selected Claims				\$4,392.45			\$4,392.45

EFT

Date



AGENDA ITEM #

60a

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: June 18, 2024

Subject: Gravel bids

Report: Attached please find an estimate for application of gravel and grading for Drake Circle from Schrupp Excavating. I also received a verbal estimate from Swenson Aggregate for 200 yards of Class V with grading for \$3,500.

Budget Impact: \$3,500-\$4,280

Council Action Requested: Motion to approve the estimate from Schrupp Excavating or Swenson Aggregate.



P O Box 49
Pine River MN 56474

Estimate

Date	Estimate #
6/18/2024	2024-440

Name / Address
City of Jenkins 33861 Cottage Avenue Jenkins MN 56474

Customer's Phone Num...	Project
218-568-4637	Drake Circle

Description	Total
210 yards Class 5 Grader	3,780.00
	500.00

Thank you for the opportunity to provide this estimate to you. Please call Ray with any questions.	Total \$4,280.00
--	-------------------------

Phone #	Fax #	E-mail
218-587-4038	218-587-3473	schruppexcavating@gmail.com

Your signature grants acceptance of above estimate and provides approval for project to commence.

Signature _____

6b

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

June 19, 2024

Honorable Mayor and City Council
City of Jenkins
33861 Cottage Avenue
Jenkins, MN 56474

**RE: Proposal for Engineering Services – 5-year Capital Improvements Plan Update
Jenkins, Minnesota**

Dear Mayor and Council Members:

The City of Jenkins completed a 5-year Capital Improvements Plan update in 2018. At that time, pavement conditions varied greatly and after review by City staff and Widseth, there were streets with no immediate maintenance needs, and others which required crack sealing and streets with obvious signs of pavement and base failures requiring reconstruction. There were also several locations noted with drainage issues that need to be addressed. Based on this review, streets were categorized based on condition and type of maintenance/reconstruction action needed.

The 5-Year Capital Improvements Plan is currently out-of-date and in need of updating. The City completed several projects identified in the previous plan, and roadway conditions have likely changed since the last update. It is our understanding the City is interested in completing the following objectives with this 5-Year Capital Improvements Plan update:

- Update the road inventory and 5-Year Capital Improvements Plan to reflect work completed to date, current roadway conditions/ratings and priority projects.
- Develop roadway classification system and commercial road standards.
- Review the assessment policy and recommend modifications based on the roadway classification system and commercial roadway standards.

Based on our understanding, we offer the following scope of services:

5-Year Capital Improvements Plan Update

1. Drive roadways with City staff and update roadway ratings based on current pavement condition and note any drainage issues.
2. Meet with City staff and Council representative/road liaison to review priority roadways and recommend specific improvements to be made. We estimate two meetings to review roads onsite and to complete planning discussions.
3. Complete cost estimates for selected projects which can then be programmed over the next five-year budget cycle.
4. Provide the City with a 5-Year Capital Improvements Planning document outlining recommended projects based on need and budgeting capabilities of the City.

Each year, typically in the spring, City staff and Council should review the 5-Year Improvements Plan and road conditions to update the priorities if needs or road conditions change significantly. If cost estimates need to be updated for inflation, or the planned improvements or scope of the projects change, then we can assist with updating those estimates at that time.

Mayor and Council Members
June 19, 2024
Proposal for Engineering Services – 5-Year Capital Improvements Plan Update

We propose to assist the City with this planning effort for a fee to be billed hourly in accordance with our standard fee schedule for the estimated amount of \$8,120.

It is our understanding the City is also interested in potential funding through the Minnesota Pollution Control Agency (MPCA) Stormwater Resilience Implementation Grant Program for projects with a stormwater management component. In 2024, the MPCA solicited project proposals to distribute \$35 million for projects to help communities update stormwater infrastructure to meet the challenges and impacts of climate change. Eligible projects are those meant to specifically address water quality and localized flooding. Potential projects include storage, infiltration, conveyance system improvements, impervious surface reduction and treatment train designs to slow and reduce stormwater volume.

Applications for the first round of funding were due April 11, 2024. It is our understanding the City may be interested in submitting an application for the second solicitation expected later this year. If that is the City's intent, we recommend the following:

1. Complete the 5-Year Capital Improvements Plan and identify projects with potential funding opportunities. Examples include Cottage Avenue or Veteran's Street, which both have drainage and localized flooding issues. Projects included on the City's Capital Improvements Plan will typically score higher in the selection process.
2. Complete survey, geotechnical evaluation, and engineering design on the selected project. The grant application requires completed plans and specifications and if infiltration is proposed, soil borings and geotechnical analysis are required.
3. A climate vulnerability analysis of the project watershed area must be completed using the MPCA's climate prediction model. This is required to ensure the project will meet the needs of future rainfall intensities over the life cycle of the improvements.

As outlined above, there is a substantial amount of work that must be completed before an application can be submitted. This involves a large investment by the City that is not eligible for reimbursement through the grant program as project costs incurred prior to execution of the grant are not qualified. The grant also requires a 10% local match. The City should be aware of these costs before proceeding with project development and grant application.

If the City decides to proceed with a grant application, Widseth can assist for an estimated fee of \$10,260 to be billed hourly in accordance with our standard fee schedule. Widseth has had success helping clients secure funding through the MPCA's Planning Grants for Stormwater, Wastewater and Community Resilience Program, however, there is no guarantee the City's project will be selected for funding. Please note, this does not include the cost of project development which includes survey, geotechnical evaluation, engineering design, and stormwater modeling. Widseth can prepare a proposal to provide these services when a potential project has been identified.

At this time, we recommend approval of our \$8,120 fee for 5-Year Capital Improvements Plan update. Widseth can provide a separate proposal for the MPCA Stormwater Resilience Implementation Grant Program if the City decides to proceed with development of an eligible project. If the City is agreeable with this proposal, please sign and return one copy to us as our notice to proceed.

Mayor and Council Members
June 19, 2024
Proposal for Engineering Services – 5-Year Capital Improvements Plan Update

Thank you for this opportunity to provide our services to the City of Jenkins.

Sincerely,



Thomas Rients, EIT

.....

Proposed by Widseth Smith Nolting and Associates Inc.



David Reese, PE, Vice President

Accepted by the City of Jenkins: The above Proposal and General Provisions of Professional Services Agreement are satisfactory and Widseth is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

Krista Okerman, City Clerk

Date

Andrew Rudlang, Mayor

Date

WIDSETH

2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

STAFF REPORT

bc

Application: Final Plat of “Bean Estates”

Applicants/Property Owners: Bethany and Richie Bean

Background: The property owners are requesting to subdivide an approximately 14.95 acre parcel into four lots. The subject property is located at 4028 County Road 145 and is zoned “AG, Agricultural.”

The preliminary plat for the proposed development was approved by the city on June 10, 2024.

Applicable Ordinances:

9.3 Final Plat or Final Condominium Plat.

A Final Plat or Final Condominium Plat shall contain all elements required by this Ordinance and Minnesota Statutes 505, 515A or 515B respectively, and the State Plat Manual including but not limited to the following:

1. Conformance with approved Preliminary Plat or agreed upon portion thereof.
2. Design standards in conformance with the City of Jenkins Zoning and Subdivision Ordinance.
3. Preparation by a Registered Land Surveyor. Signatures of Mayor, Clerk, County Auditor, County Treasurer and all parties with legal interest in the fee ownership of the land.
4. Dedication to the public of easements, right-of-ways, walkways and land to become public.
5. Drainage and utility easements over natural drainageways and significant wetlands.
6. Concurrent documents
 - A. Title Opinion, less than 60 days old, acceptable to the City Attorney and showing conformance with those parties represented by signature on the plat as holding interest in the property being divided.
 - B. Financial security acceptable to the City Attorney in the amount of 125% of the cost estimated by the City Engineer for the uncompleted required improvements.
 - C. Development contract acceptable to the City Attorney, if required.

Staff Findings: Staff provides the following findings of fact for consideration:

1. The subject property is located at 4028 County Road 15 (26260528).
2. The subject property is zoned, “AG, Agricultural.”
3. The proposed plat subdivides an approximately 14.95-acre parcel into 4 lots.
4. The intended use of the proposed lots is for single-family dwellings, which is permitted in the Agricultural District.
5. The proposed lots meet the minimum lot size and dimensional requirements of the “AG, Agricultural” District.

6. The applicant has complied with all conditions of preliminary plat approval.
 7. A development contract and financial security are not required for the plat as there are no required improvements.
-

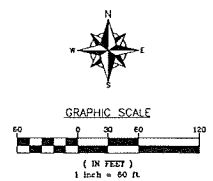
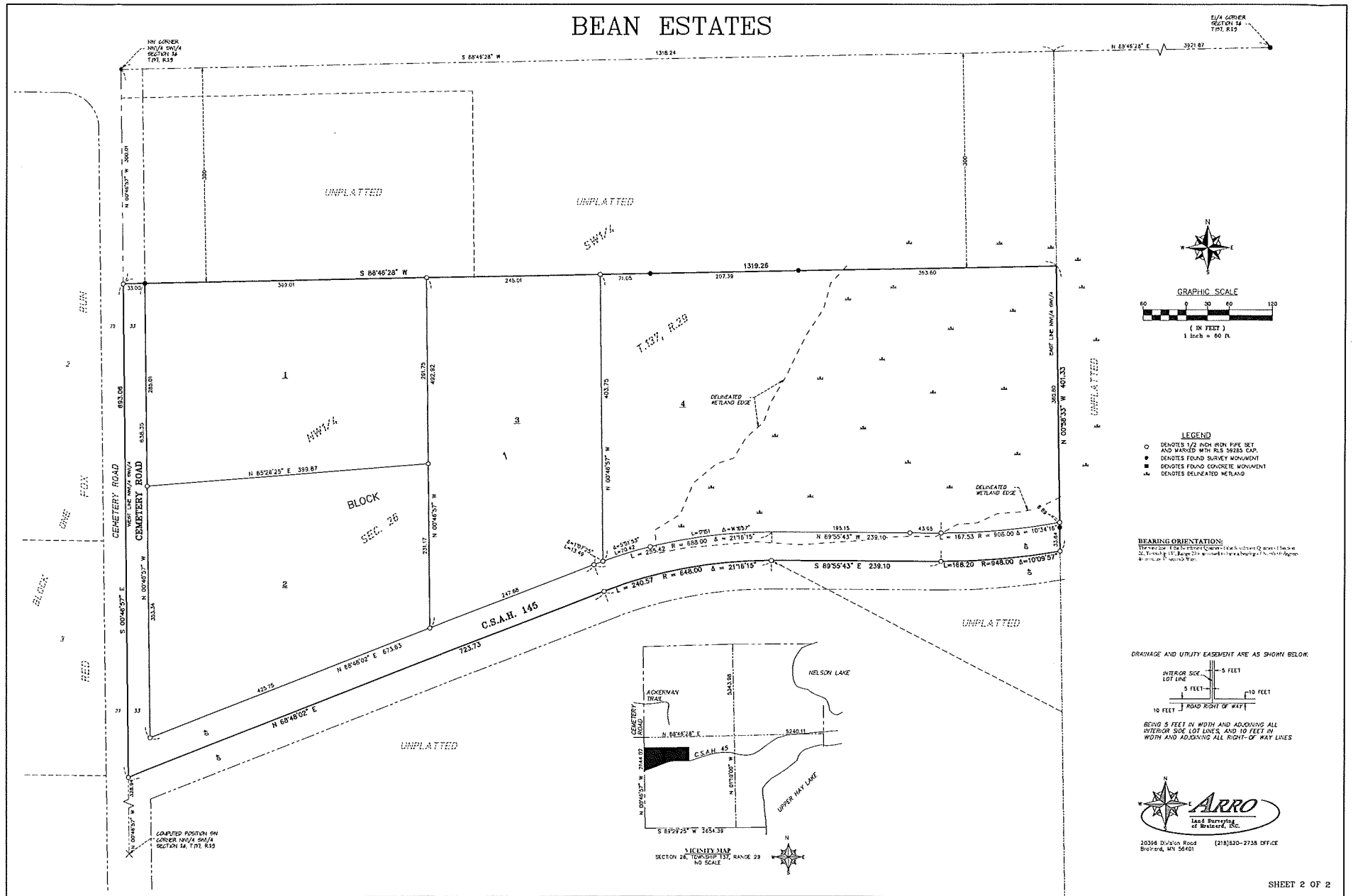
Staff Recommendation: Staff has reviewed the final plat and recommends the final plat be approved contingent on the following conditions:

1. The Planning Commission shall review this final report and is in agreement with the findings and conditions.
2. A plat check be completed by a registered surveyor or engineer stating with the final plat is consistent with the preliminary plat.
3. A title opinion be provided showing conformance with those parties represented by signature on the plat as holding interest in the property being divided or a letter of consent from parties holding interest for subdividing the property be submitted.
4. Lots 3 and 4 on the Bean Estates Plat shall have shared access within the ROW of County Road 145 and split at the property line.
5. Stormwater management for each lot at the impervious coverage limits should be feasible for each lot. The typical runoff anticipated from a full impervious buildout should be submitted with the building permits to demonstrate that stormwater can be managed on each lot.
6. All fee are paid.
7. Failure of subdivider to file the final plat within two years shall void the approval unless extended by the Planning Commission.
8. The final plat (mylar) will not be signed or deemed approved for recording until all conditions are met.

Action requested:

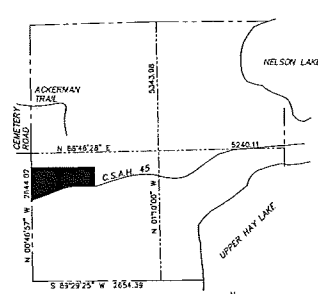
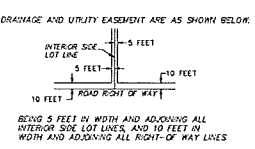
The Council can approve, deny or table the request. If the action is to table, staff would like further direction on what information you would like provided. If the action is for approval or denial, please cite findings and conditions of approval.

BEAN ESTATES



- LEGEND**
- DENOTES 1/2 INCH IRON PIPE SET AND MARKED WITH R.S. 56285 CAP.
 - DENOTES FOUND SURVEY MONUMENT
 - DENOTES FOUND CONCRETE MONUMENT
 - DENOTES DELINEATED WETLAND

BEARING ORIENTATION:
 THE PLAN IS THE PROPERTY OF ARRO SURVEYING & CONSULTING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND LOT SPECIFICALLY IDENTIFIED THEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF ARRO SURVEYING & CONSULTING, INC. IS PROHIBITED.



ARRO
 Land Surveying & Consulting, Inc.
 20308 Division Road
 Boyer, IA 56401 (218)220-2758 OFFICE

BEAN ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: Richard Bean and Bethany Bean, husband and wife, owners of the following described property:

That part of the Northwest Quarter of the Southwest Quarter, Section Twenty-six (26), Township One Hundred Thirty-seven (137) North, Range Twenty-nine (29) West, Crow Wing County, Minnesota, lying Southerly of the North 300.00 feet thereof and lying Northerly of the following described line:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence North 00 degrees 46 minutes 57 seconds West, assumed bearing, along the West line of said Northwest Quarter of the Southwest Quarter; 328.94 feet to the point of beginning of the line to be herein described; thence North 68 degrees 48 minutes 02 seconds East 723.73 feet; thence Easterly 240.57 feet along a tangential curve concave to the South having a radius of 648.00 feet and a central angle of 21 degrees 16 minutes 15 seconds; thence South 89 degrees 55 minutes 43 seconds East tangent to said curve 239.10 feet; thence Easterly 168.17 feet along a tangential curve concave to the North having a radius of 948.00 feet and a central angle of 10 degrees 09

Has caused the same to be surveyed and platted as BEAN ESTATES and do hereby dedicate to the public for public use the drainage utility easements as created by this plat.

In witness whereof said Richard Bean and Bethany Bean, husband and wife, have hereunto set their hands this

_____ day of _____, 20____.

Richard Bean

Bethany Bean

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Richard Bean and Bethany Bean.

(Notary Signature)

(Notary Printed Name)

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA MY COMMISSION EXPIRES: _____

This plat of BEAN ESTATES was approved by the City Council of Jenkins, Minnesota

this _____ day of _____, 20____.

City Clerk

Mayor

SURVEYOR'S CERTIFICATION

I, Jared A. Spaid, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set or will be set with one year; that all wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Jared A. Spaid, Licensed Land Surveyor
Minnesota License No. 59285

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jared A. Spaid, Licensed Land Surveyor, Minnesota License No. 59285.

(Notary Signature)

(Notary Printed Name)

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA

MY COMMISSION EXPIRES: _____

County Auditor/Treasurer

I hereby certify taxes payable in the year _____ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this _____ day of _____, 20____.

Crow Wing County Auditor/Treasurer

County Recorder, County of Crow Wing, State of Minnesota

I hereby certify that this plat of BEAN ESTATES was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded as

Document No. _____

County Recorder



20354 Division Road
Brainerd, MN 56401 (218)820-2738 OFFICE

CROW WING COUNTY MINNESOTA

Document No.: 974823 ABSTRACT

08/15/2022 07:44 AM Total Pages: 3

Fees/Taxes in the Amount of: \$804.67

GARY GRIFFIN
County Recorder
Deputy: sarahs

Transfer Entered Certificate of Real Estate Value Filed
Delinquent Taxes Certified

Current Tax Certification Not Required

WARRANTY DEED
Individual(s) to Individual(s)

Minnesota Uniform Conveyancing
Form 10.1.1 (2018)

Date: August 05, 2022
E-CRV No. 1450644
DEED TAX DUE: \$ 758.67

FOR VALUABLE CONSIDERATION, **Lorma Gene Rohloff, a widow**, (** unmarried* "Grantor"), hereby conveys and warrants to **Richard Bean and Bethany Bean**, ("Grantee"), as

(Check only one box.) tenants in common;
 joint tenants,

(if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Crow Wing County, Minnesota.

Complete legal description attached hereto as Exhibit A and by this reference incorporated herein.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check box if applicable:

The Seller certifies that the seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document or has been electronically filed.
(if electronically filed, Insert WDC number _____)

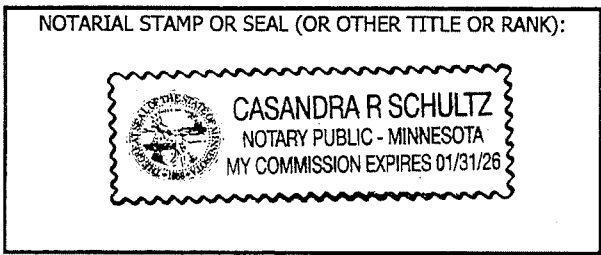
I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Norma Gene Rohloff
Norma Gene Rohloff

Affix Deed Tax Stamp Here

STATE OF Minnesota }
 } ss.
COUNTY OF Crow Wing }

This instrument was acknowledged before me on 5th day of August, 2022, by **Norma Gene Rohloff, a widow, unmarried**



[Signature]
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

First American Title Insurance Company
35544 Sand Point Drive, Suite C

Crosslake, MN 56442
1619944

Richard Bean and Bethany Bean (CS)
~~6691 Indian Trail Lane P.O. Box 15~~ (CS)
~~Pine River, MN 56474~~
PO Box 15
Pine River MN 56474

1619944

First American Title Insurance Company

EXHIBIT 'A'

That part of the Northwest Quarter of the Southwest Quarter, Section Twenty-six (26), Township One Hundred Thirty-seven (137) North, Range Twenty-nine (29) West, Crow Wing County, Minnesota, lying Southerly of the North 300.00 feet thereof and lying Northerly of the following described line:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence North 00 degrees 46 minutes 57 seconds West, assumed bearing, along the West line of said Northwest Quarter of the Southwest Quarter 328.94 feet to the point of beginning of the line to be herein described; thence North 68 degrees 48 minutes 02 seconds East 723.73 feet; thence Easterly 240.57 feet along a tangential curve concave to the South having a radius of 648.00 feet and a central angle of 21 degrees 16 minutes 15 seconds; thence South 89 degrees 55 minutes 43 seconds East tangent to said curve 239.10 feet; thence Easterly 168.17 feet along a tangential curve concave to the North having a radius of 948.00 feet and a central angle of 10 degrees 09 minutes 51 seconds, more or less, to the East line of said Northwest Quarter of the Southwest Quarter and said line there terminating.

NOTE: This property is Abstract

BREEN & PERSON LLP

Attorneys At Law

June 20, 2024

TITLE OPINION

City of Jenkins

RE: See Exhibit B for full legal

To Whom It May Concern:

I have examined the record title to the above described property situated in Crow Wing County, Minnesota.

From such an examination, I find that Richard Bean and Bethany Bean are the record owner in fee thereof, free and clear of all liens or encumbrances of record, subject to the following exceptions:

1. For PID 26260528; taxes first half paid
2. Subject to mortgages in favor of American National Bank filed 8/15/22 as Document No. 974824 and 3/13/24 as Document No. 994501.

There are no judgments docketed in the office of the Court Administrator of the District Court of said County which might be a lien against said premises except as hereinabove noted. There are no outstanding, delinquent taxes or tax title against said property except as hereinabove stated. Tax lien searches indicate that the property is clear of any claim on behalf of the State of Minnesota or the United States Government.

Attached hereto is an instrument marked Exhibit "A", and by this reference, herein incorporated and made a part of this opinion.

Respectfully submitted,
BREEN AND PERSON, LTD.



J. Brad Person

EXHIBIT "A"

Under Law, persons in possession of premises need not file of record evidence of their rights in the property. Accordingly, you should inquire of all persons in possession as to their rights. If they are tenants, contract purchasers, or in possession under other claim, those rights are prior to any you may acquire until properly disposed of.

Mechanics and material men have a period of one hundred twenty (120) days after the furnishing of the last item of work or materials upon an improvement or alteration to said premises within which to record a claim of lien. Until such statement is recorded, there is nothing of record to give notice of any such claim of lien. Accordingly, you should inquire as to whether or not any alterations or improvements have been made upon said premises within the last 120 days, and, if so, whether or not the same have been paid.

Occasionally, there are encroachments upon property by neighbors' fences, buildings or other structures. Obviously, such facts can be ascertained only from an accurate survey of the property. If an examination of the premises indicates such encroachments, you should consider the advisability of a survey.

The opinion herein expressed as to the title to the subject premises is also subject to the following limitations:

1. Any defects in the title not of record, but known to you.
2. Governmental regulations, if any, affecting the use and occupancy of the premises and any buildings thereon.
3. Special assessments and/or delinquent water and light charges are not reflected in the record title and, therefore, we cannot certify to the same. You should make appropriate inquiry concerning these matters.

Because of abstracting limitations, we are unable to certify to the validity of easements that purport to be for the benefit of, or that may burden, the property in question. Also, we make no representations concerning the availability of easements providing ingress or egress to the property in question.

BREEN & PERSON LLP

Attorneys At Law

Exhibit B

See attached deed



AGENDA ITEM # 7a

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: June 18, 2024

Subject: Paul Bunyan Scenic Byway Association (PBSBA) videography project

Report: The PBSBA has been working in a videography project to highlight the cities and townships along the Byway. The purpose is to provide new and furthered interest in the Byway and highlight what makes it unique. Ideal Township is acting as the pilot for a short collection of narrated voice-over videos to explain each individual city or township. The videos can be with local residents and be overlaid with historic photos, etc. A guided script would be provided with information about local lore and history. As a community along the Byway, Jenkins has been asked to be a participant in the project. Mayor Rudlang and/or Lynn Scharenbroich from the PBSBA will present more detailed information at the meeting.



AGENDA ITEM #

7b

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: June 18, 2024

Subject: Earle Jenkins Estates

Report: Attached please find information on Earle Jenkins Estates. This is a plat that was approved in 2005, but similar to Whitetail Hollows, no improvements have been made. Two of the lots (Block 1, Lots 1 and 11) have been placed on the market for sale and staff has had inquiries regarding what would be allowable on those lots. I have had conversations with the listing agent and informed her that no building permits will be released until Earle Jenkins Drive has been brought up to a *minimum* of pre-bituminous standards. So as to have clear and concise information to provide to interested parties, I would like to know how to proceed with inquiries. This will also alleviate any future potential issues such as were encountered with Whitetail Hollows. Following are some options and things for the Council to consider:

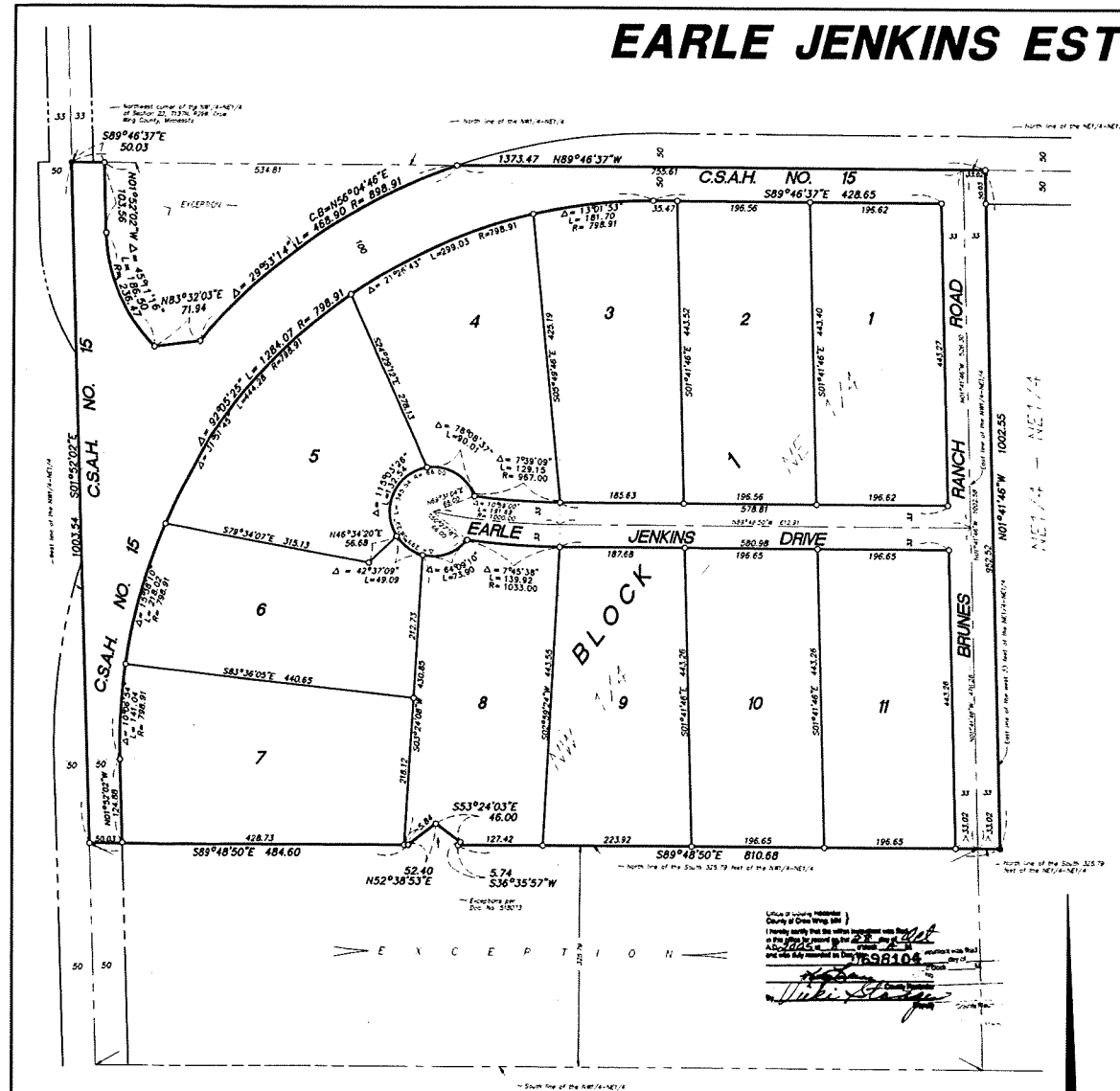
- Send this to the Planning Commission for their review and recommendation on access, etc.
- Determine if the Council approval in 2005 regarding access for all lots was meant to be accessed off Earle Jenkins Drive. (Lots 1 and 11 do have access off Bruner Ranch Road.)
- Will a Developer's Agreement be required for property owner to construct a road to a pre-bituminous standard if that is what is deemed to be allowable.

Budget Impact: \$0

Council Action Requested: Action as needed.

EARLE JENKINS ESTATES

Westwood
Professional Services, Inc.



KNOW ALL PERSONS BY THESE PRESENTS: That Doug B. Junker, single, fee owner, and Bruce J. Brunnes and Barbara A. Brunnes, husband and wife, fee owners of the following described property situated in Crow Wing County, Minnesota to wit:

(JUNKER PARCEL)
The Northwest Quarter of the Northeast Quarter of Section 22, Township 137 North, Range 29 West, Crow Wing County, Minnesota. Except the South 32.79 feet of said Northwest Quarter of the Northeast Quarter. Also excepting that part of said Northwest Quarter of the Northeast Quarter described in Doc. No. 518073. And excepting that part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 137 North, Range 29 West, Crow Wing County, Minnesota described as follows: Commencing at the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 46 minutes 37 seconds East, assumed bearing, 50.03 feet along the north line of said Northwest Quarter of the Northeast Quarter to the point of beginning of the tract of land to be described; thence South 01 degree 52 minutes 02 seconds East, 103.56 feet; thence southeasterly a distance of 165.50 feet along a tangential curve concave to the northeast, said curve has a radius of 236.47 feet and a central angle of 43 degrees 11 minutes 16 seconds; thence North 83 degrees 32 minutes 03 seconds East, not tangent to said curve, 71.94 feet; thence northeasterly a distance of 468.90 feet along curve not tangent to the curve last described, said curve is concave to the southeast, having a radius of 898.91 feet and a central angle of 29 degrees 53 minutes 14 seconds, the chord of said curve bears North 56 degrees 04 minutes 46 seconds East, to said north line of said Northwest Quarter of the Northeast Quarter; thence North 89 degrees 46 minutes 37 seconds West, 534.81 feet along said north line to the point of beginning. Subject to easements, reservations and restrictions of record, if any.

(BRUNNES PARCEL)
That part of the West 33.00 feet of the Northeast Quarter of the Northeast Quarter of Section 22, Township 137 North, Range 29 West, Crow Wing County, Minnesota lying north of the South 32.79 feet thereof. Subject to easements, reservations and restrictions of record, if any.

Have caused the same to be surveyed and platted as EARLE JENKINS ESTATES and do hereby donate and dedicate to the public for public use forever Earle Jenkins Drive, Brunnes Ranch Road and C.S.A.H. No. 15 as shown on the plat. And also dedicating the easements shown on the plat for drainage and utility purposes only.

In witness whereof said Doug B. Junker, has here unto set his hand this 9th day of August, 2005.

Doug B. Junker
Doug B. Junker

LORI JOHNSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2010

STATE OF MINNESOTA
COUNTY OF CROW WING
The foregoing instrument was acknowledged before me this 9th day of August, 2005 by Doug B. Junker, a single person.

Doug B. Junker
Notary Public, Crow Wing County, MN
My Commission Expires 1-31-2010

In witness whereof said Bruce J. Brunnes and Barbara A. Brunnes, have here unto set their hands this 24th day of October, 2005.

Bruce J. Brunnes
Bruce J. Brunnes
Barbara A. Brunnes
Barbara A. Brunnes

STATE OF MINNESOTA
COUNTY OF CROW WING
The foregoing instrument was acknowledged before me this 24th day of October, 2005 by Bruce J. Brunnes and Barbara A. Brunnes, husband and wife.

Deborah J. Shetha
Notary Public, Crow Wing County, MN
My Commission Expires 1-31-2010

DEBORAH J. SHETHA
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2010

I hereby certify that I have surveyed and platted the property described on this plat as EARLE JENKINS ESTATES, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat and that there are no wetlands as defined in MS 561.02, Subd. 1, or public high ways to be designated other than as shown.

Chris Hoglund
Chris Hoglund, Land Surveyor
Mn. License No. 43932

STATE OF MINNESOTA
COUNTY OF CROW WING
The foregoing Surveyor's Certificate was acknowledged before me this 20th day of July, 2005, by Chris Hoglund, Land Surveyor, Mn. License No. 43932.

Kevin Patrick McKenzie
Notary Public, Crow Wing County, MN
My Commission Expires 1/31/10

KEVIN PATRICK MCKENZIE
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2010

This plat of EARLE JENKINS ESTATES was approved by the City Council for the City of Jenkins, Crow Wing County, Minnesota this 11 day of August, 2005.

Dwight Nelson
Mayor
John Clark
Clerk

I, Roy Laaksonen, Auditor of Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the years prior to 2005.

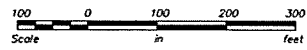
Roy Laaksonen
Auditor, Crow Wing County, Minnesota

I, Laurence E. Borden, Treasurer for Crow Wing County, Minnesota, do hereby certify that the taxes on the lands described hereon have been paid for the year 2005.

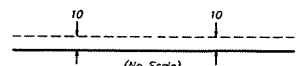
Laurence E. Borden
Treasurer, Crow Wing County, Minnesota

- Denotes iron monument found in place.
- Denotes 1/2 inch diameter by 18 inch long iron pipe set and marked R.L.S. No. 43932.

Orientation of the bearings shown hereon is based on the north line of the NW1/4 of the NE1/4 of Section 22, T137N, R29W, Crow Wing County, Minnesota to have an assumed bearing of S89°46'37"E.

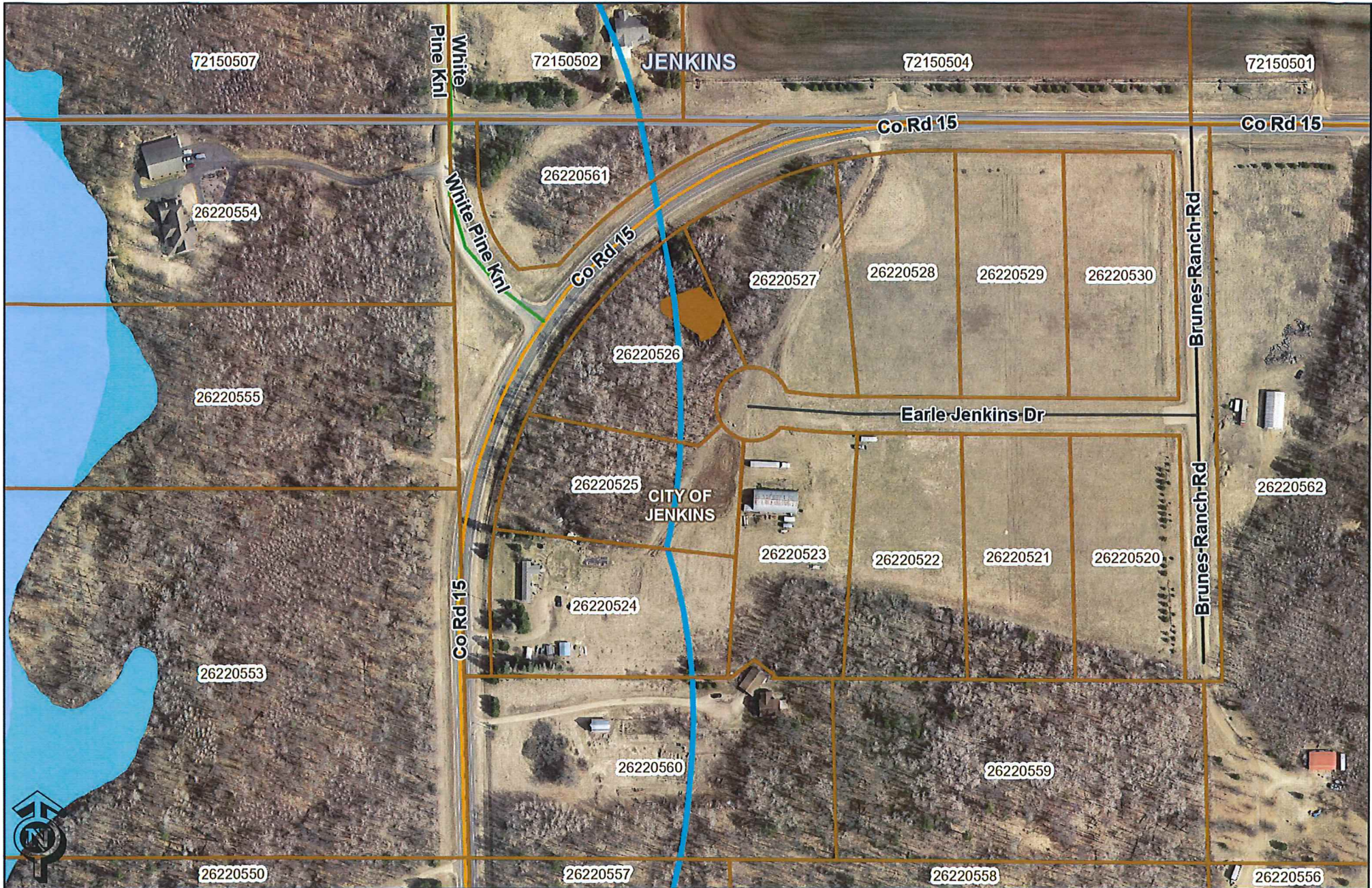


Drainage and Utility Easements are as shown below:



Being 10 feet in width, and adjoining all right of way lines and 10 feet in width along the south line of lots 7 through 11 inclusive.

Office of County Auditor
County of Crow Wing, MN
I hereby certify that this within instrument was filed
a Public Record on the 22nd day of August, 2005
and was duly returned to the County Auditor on the 22nd day of August, 2005.
1568104
Christina Johnson
County Auditor



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Date: 6/18/2024 Time: 9:54 AM

**City of Jenkins
County of Crow Wing
Board of Adjustments
May 2, 2005 Regular Meeting**

The meeting was called to order at 7:00 P. M. at the Jenkins City Hall, Chair Person Cindy Watt; members present were Tom Eng, Steve Stricker, Debbie Bryant and Cindy Watt.

Debbie Bryant motioned to approve the agenda for the May 2, 2005 Regular meeting. Seconded by Tom Eng. Ayes: Debbie B., Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Debbie Bryant motioned to approve the minutes of the April 4, 2005 regular meeting, Seconded by Tom Eng. Ayes: Cindy W., Debbie B., Steve S. and Tom E. Nays: none. Motion carried.

Tom Eng motioned to approve the minutes of the April 25, 2005 Public Hearing, Seconded by Debbie B. Ayes: Cindy W., Debbie B., Steve S. and Tom E. Nays: none. Motion carried.

Administrator Reports: Julie reported that she issued 3 permits for the month of April, 2005. She asked the board if they had any questions. Questions were asked pertaining to the Williams permit. Julie explained that their sewer permit expired and this was basically just a renewal but it had been too long since the first one was issued and she had to issue a new one. The Planning Board requested Julie to pull the CUP for the Williams' and do a site visit for the next meeting. All other questions pertaining to the permits were answered. Julie explained that the League of MN Cities is holding a training session for Planning Board members and staff. Cindy and Debbie will attend the session on the 22nd of June and Tom and Steve will attend the session on June 8th. Julie will attend the staff session on June 8th in St. Cloud. Julie gave the latest update on the situation with Joe Robeck.

Earle Jenkins Estates Plat – Discussion pertaining to the preliminary plat, the road and the non-conforming lot. Duane Blanck, Crow Wing County Highway Engineer was present to explain that the developer would need to put in a turn lane on County Road 15 at a 50/50 cost share with the county. He also explained that the County owns an easement over the non-conforming lot, but they would be willing to consider letting the easement go if the City would like to put the lot back on the tax rolls. Duane also explained that all driveways should access from the interior road and not County Road 15. Bruce Bruner was present to explain that he is willing to get rid of his current driveway for his property and he will use Bruner Ranch Road to access his property. Tom Eng motioned to approve the Preliminary Plat for Earle Jenkins Estates with stipulations being that the developer install a Right Turn lane according to Crow Wing County Specifications with a 50/50 cost share between the developer and Crow Wing County, all lots except lot 7 are to access from the interior road and Block 2 to be removed from the Plat because it is a non-conforming Lot. Seconded by Steve Stricker. Ayes: Cindy W., Debbie B., Steve S. and Tom E. Nays: none. Motion carried.

Planning Board Reports: None at this time.

Old Business:

Timber Creek Productions: Julie will send a Certified Letter.

Comprehensive Plan: Workshop to be scheduled after the May 23, 2005 Public Hearing.

State Building Code: Tabled

Liquor License Ordinance: After reviewing the information provided by the Cities Attorney, the Board decided to leave this under Old Business until election time for a question to be added to the ballot.

**City of Jenkins
County of Crow Wing
Planning Commission
June 6, 2005 Regular Meeting**

The meeting was called to order at 7:00 P. M. at the Jenkins City Hall, Chair Person Cindy Watt; members present were Tom Eng, Steve Stricker, Clayton Sundvall, Debbie Bryant and Cindy Watt.

Debbie Bryant motioned to approve the agenda for the June 6, 2005 Regular meeting. Seconded by Steve Stricker. Ayes: Debbie B., Clayton S., Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Debbie Bryant motioned to approve the minutes of the May 2, 2005 regular meeting, Seconded by Clayton Sundvall. Ayes: Clayton S., Cindy W., Debbie B., Steve S. and Tom E. Nays: none. Motion carried.

Debbie Bryant motioned to approve the minutes of the May 23, 2005 Public Hearing, Seconded by Tom Eng. Ayes: Cindy W., Debbie B., Clayton S., Steve S. and Tom E. Nays: none. Motion carried.

Earle Jenkins Estates Final Plat: Discussion pertaining to the final plat submitted by Doug Junker. Julie explained that no notice has been sent from Crow Wing County Surveyor's Office pertaining to this plat. Julie also explained that this is a recommendation to the Council. Debbie Bryant motioned to table the plat until comments from Crow Wing County Surveyor's Office has been received. Seconded by Clayton Sundvall. Ayes: Cindy W., Debbie B., Clayton S., Steve S. and Tom E. Nays: none. Motion carried.

Lakes Area Carpet and Wood Sign CUP: Discussion pertaining to sign requirements and what Lakes Area Carpet would like to install. Debbie Bryant motioned to approve the 2 10 x 8 signs requested with the conditions that they both be installed on the same poles and that Kendall Candles is allowed a directional sign located on one of the two signs. Seconded by Clayton Sundvall. Ayes: Cindy W., Debbie B., Clayton S., Steve S. and Tom E. Nays: none. Motion carried.

Whitefish Mini Storage CUP: Discussion pertaining to the need for a CUP for the sign placed in the downtown area for Whitefish Mini Storage. After discussion, the Planning Commission decided that it is an off-site-sign and would require a CUP. Julie will get in touch with Dick Gibson and get the ball rolling for the CUP.

Chris Carlson, sign request: Chris was not present, so this issue was tabled.

Timber Creek, Bryan Schindel: Julie explained that Bryan would like to install trees instead of a fence. The Planning Commission explained that this was o.k., but the trees need to be 10-12 feet in height. The Planning Board explained that they would like Julie to send a letter explaining that the trees or a fence needed to be installed by the end of June, 2005 or a citation would be issued. This will be addressed at the July, 2005 meeting.

Administrator Reports: Julie reported that she issued 2 permits for the month of May, 2005. She asked the board if they had any questions. Questions were asked pertaining to the Williams permit. Julie gave the latest update on the situation with Joe Robeck.

Planning Board Reports: None at this time.

**City of Jenkins
County of Crow Wing
Planning Commission
July 5, 2005 Regular Meeting**

The meeting was called to order at 7:00 P. M. at the Jenkins City Hall, Chair Person Cindy Watt; members present were Tom Eng, Steve Stricker and Cindy Watt.

Tom Eng motioned to approve the agenda for the July 5, 2005 Regular meeting. Seconded by Steve Stricker. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Steve Stricker motioned to accept Clayton Sundvall's resignation. Seconded by Tom Eng. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Tom Eng motioned to approve the minutes of the June 6, 2005 regular meeting, Seconded by Steve Stricker. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Rob Walton; Preliminary Plat Jenkins Sunrise Park: Steve Stricker motioned to hold a public hearing for Jenkins Sunrise Park on July 20, 2005 at 7:00 p.m. Seconded by Tom Eng. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Dorothy Brown; Rezone Request: Steve Stricker motioned to hold the public hearing for the rezoning of property owned by Dorothy Brown immediately following the Public Hearing for Jenkins Sunrise Park on July 20, 2005. Seconded by Tom Eng. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Joseph Morrisly; Consolidation request: Tom Eng motioned to approve the consolidation request submitted by Joseph Morrisly to include the vacated portion of 1st street. Seconded by Steve Stricker. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Final Plat; Earle Jenkins Estates: Steve Stricker motioned to recommend to the Council to approve the final plat for Earle Jenkins Estates with one stipulation being that the City would not take the road over until it has been brought to City Specifications. Seconded by Tom Eng. Ayes: Cindy W., Steve S. and Tom E. Nays: none. Motion carried.

Greg Lian; amend CUP: Greg Lian was present to request an amendment to his CUP to allow for an additional sign. Greg explained that the size of the sign as a whole would not change, but he would like to add Swenson excavating to the sign that was approved. Tom Eng motioned to approve the amendment requested. Seconded by Steve Stricker. Ayes: Tom E. and Steve S. Nays: Cindy W. Motion Carried.

Administrator Reports: Julie reported that she issued 2 permits for the month of June, 2005. She asked the board if they had any questions. Questions were asked pertaining to the Williams permit. Julie gave the latest update on the situation with Joe Robeck. Julie explained to the board that the LMNC training session was extremely good and she would have information put together for the board to review.

Planning Board Reports: Cindy Watt brought up that there was a sign on CR 15 that did not have permit to be there. Julie will look into it.

Old Business:

Comprehensive Plan: Address at the July, 2005 meeting.

State Building Code: remove from agenda.

City of Jenkins
Crow Wing County, MN
July 11, 2005 Regular Meeting

The meeting was called to order at 7:00 P. M. by Mayor Dwight Heim. Members present: Gary Hart, Dwight Heim, Dale Daudt, Debbie Bryant and Pat Niskanen.

Debbie Bryant motioned to approve the June 13, 2005 agenda, Seconded by Pat Niskanen. Ayes: Debbie B., Gary H., Pat N., Dale D. and Dwight H. Nays: None. Motion carried.

Debbie Bryant motioned to pay all bills presented. Seconded by Dale Daudt. Ayes: Gary H., Debbie B., Dale D., Dwight H. and Pat N. Nays: None. Motion carried.

Police Reports: Sergeant John Ryan was present to discuss the June, 2005 Police reports with the Council. John also discussed the possibility of going full time with an officer. John explained to the Council the costs of going full time. The City requested that John put some number together to stay where the City is currently at with 20 hours a week. John will do this and give the numbers to Julie. Discussion pertaining to Joe Robeck and what is going on with the potential warrant and the property.

Underdog's Bar and Grill: Bill Moen was present to request from the Council the use of the City Park and the street for another street dance to be held in August. Julie explained to the Council that the street dance that he held in 2004 the Pequot Lakes Police Department reported that there were no problems and the only complaint she received was the liquor advertisements signs that were posted on the park fence. Debbie Bryant motioned to approve the use of a portion of the City Park and the street to be used for a street dance to be sponsored by Underdog's bar and Grill to take place the weekend of August 26, 2005 and that Underdog's would be responsible for all clean up and to cordon of the same section of the park as in 2004. Seconded by Dale Daudt. Ayes: Gary H., Debbie B., Dale D., Dwight H. and Pat N. Nays: None. Motion carried.

Pine River Water Shed Protection District: John Pierron was present to discuss with the Council what the watershed is working on with County Commissioner Ed Larson. Basically it would be a County wide sewer district that would cost the taxpayers \$25.00 per year additional on their taxes and this fee would go for enforcing inspections. He explained that there would be an informational meeting on August 22, 2005 from 6:00 p.m. to 8:00 p.m. at the Ideal Fire Hall. The Watershed district would like the Cities support in adopting an Ordinance that would enforce this requirement.

Board of Adjustment Reports: Pat Niskanen motioned to accept Clayton Sundvall's resignation and to advertise for the open position. Seconded by Dale Daudt. Ayes: Gary H., Debbie B., Dale D., Dwight H. and Pat N. Nays: None. Motion carried. Discussion pertaining to opening the Planning Board up to taxpayers instead of just residents. Debbie Bryant motioned to have the Planning Board revise the Cities ordinance to open the Planning Board up to taxpayers with a maximum number of non residents to be 2. Seconded by Pat Niskanen. Ayes: Gary H., Debbie B., Dale D., Dwight H. and Pat N. Nays: None. Motion carried. Julie explained that the Planning Board recommended to the Council to approve a change to Lakes Area Carpet and Woods' CUP. This change would be to ad an additional sign without making the total square footage of the sign any larger. Debbie Bryant motioned to approve the recommendation by the Planning Board. Seconded by Dale Daudt. Ayes: Gary H., Debbie B., Dale D., Dwight H. and Pat N. Nays: None. Motion carried.

Julie explained that the Planning Board recommended to the Council to approve the final plat of Earle Jenkins Estates with the stipulation that the City of Jenkins will do no maintenance to the road until it is brought up to City specifications. Debbie Bryant motioned to approve the recommendation by the Planning Board. Seconded by Dale Daudt. Ayes: Gary H., Debbie B., Dale D., Dwight H. and Pat N. Nays: None. Motion carried.

Clerk's Reports: Julie reported that she issued 2 Permits for the month of June, 2005 and asked if there were any questions. After all questions were answered, Julie explained that she would like the Councils direction as



AGENDA ITEM #

7c

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: June 18, 2024

Subject: Possible land acquisition

Report: I received a recent inquiry regarding property abutting the City ballfield and if there was any interest from the City in purchasing it. I have attached a map for your reference. This is to initiate discussion only. If you would like to take further action and/or proceed with further discussion, the purchase or sale of real property is an allowable exception to the Open Meeting Law to close a public meeting. Proper notice requirements need to be met to be in compliance with the Open Meeting Law as well.

Budget Impact:

Council Action Requested: Action as needed.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Date: 6/18/2024 Time: 11:17 AM

Parcel ID: 26340700
HAYES, ROGER M

Parcel

Assessment Year:	2024
Pay Year:	2025
Property Address:	33762 SUMMER AVE
City:	PINE RIVER
State:	MN
Zip:	56474
Multiple Addresses:	No
Owner Mailing:	
Mailing City:	
Legacy Parcel ID:	260342100G00009
Market NBHD:	26_RSO - JENKINS CITY RES&SEAS OFF LAKE
Class:	201 - 1A/4BB(1) RESIDENTIAL SINGLE UNIT
Lake:	
Deeded Acres:	1.8
Plat:	-
Lot:	
Block:	
Section-Twp-Range:	34 - 137 - 029
Tax District:	26300 - 26 - CITY OF JENKINS
Town/City:	011200 - CITY OF JENKINS
School District:	020186 - PEQUOT LAKES
Fire District:	
Rural Service:	
Watershed:	
Sewer District:	
Hospital:	
HRA:	080121 – CROW WING COUNTY HRA
Commissioner District:	2
TIF Project #:	-

Values

Tax Market Value:	40,100
Estimated Market Value:	40,100
Ref Market Value:	40,100
New Construction Value:	0

Parcel Status

In Forfeiture:	No
Escrow Company:	
ACH:	No
Delinquent	No
Homestead	N – Non-Homestead

Relative

Legal

Plat Name:

W. 280 FT OF THE S. 280 FT OF NE1/4 OF NW1/4
 34 137 29 LYING S. OF VILLAGE PARK OF
 JENKINS.

Sales

Sale Date	Sale Price	Instr. Type	CRV #	Grantor/Seller	Grantee/Buyer
01/01/1800		OTH			HAYES, ROGER M

Sale Details

Instrument Type:	OTHER TYPE OF TRANSFER
Grantor/Seller:	
Grantee/Buyer:	HAYES, ROGER M
Instrument/Sale Date:	01/01/1800
Transfer Date:	01/01/1800
Recorded Date:	
Improved/Vacant:	-
State Validity Code:	-
Sale Property Use:	-
CRV #:	
Old Document Number:	
Total Sale Price:	
# of Pcls:	
Adjusted Sale Price:	
Filing Office:	-
COT #:	