



CITY COUNCIL MEETING AGENDA

Monday, August 12, 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 July 23rd regular meeting
 - c. Financial Report through July 31, 2024
 - d. Pre-written check #'s 24479-24484 & EFT; \$10,670.25
 - e. Proposed check #'s 24485- 24496 and EFT \$5,602.46

TOTAL EXPENSES = \$16,272.71
5. Open Forum

Note: This is a time to address the City Council regarding items that are not on the agenda. Please wait for the Mayor to acknowledge you. State your name, address and topic you wish to discuss for the record. No response or action will be immediately taken to citizen request other than to refer the matter to City staff for further research and a written report back to the City Council.

PLEASE NOTE THAT PUBLIC COMMENT MAY BE LIMITED TO 3 MINUTES PER PERSON.
6. Unfinished Business
 - a. Earle Jenkins Estates Developer's Agreement
 - b. Whitetail Hollows – Amended Resolution #24-07-294
7. New Business
8. Reports of Officers, Committees, Staff
 - a. Mayor's Report
 - b. Clerk's Report
 - c. Planning and Zoning Administrator's/Planning Commission Report
9. Miscellaneous/Communication
10. Adjournment

4b.

**COUNTY OF CROW WING
CITY OF JENKINS
DRAFT**MINUTES OF THE REGULAR CITY COUNCIL MEETING**DRAFT
JULY 23, 2024**

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

ROLL CALL: Present: Mayor Rudlang; Council Members Siltman, Barnett and Haff; Clerk Okerman; Engineers Reese and Rients. Audience: Brad and Nancy Stockman, Mark Leutem (via Zoom). Absent: Council member Flategraff.

CONSENT AGENDA: A motion to approve the consent agenda as follows was made by Siltman and seconded by Haff; all present voted aye:

4a. Agenda

4b. Minutes from the July 8, 2024 meeting

4c. June Financial Report

4d. Pre-written check #'s 24465-24470; \$12,093.13

4e. Proposed check #'s 24471-24478 & EFT; \$6,108.90

TOTAL EXPENSES = \$18,202.03

PUBLIC FORUM: None

EARLE JENKINS ESTATES: Okerman reported that the property owner of a majority of the lots within the Earle Jenkins Estates plat requested to be on the agenda. Okerman said some construction work had been performed without City knowledge. She noted two of the lots within the development had been sold with one awaiting the release of a building permit. She said it had been communicated to several parties that no building permit would be issued until the road within the plat had been brought up to a minimum of a pre-bituminous standard. Okerman said Brad Stockman, majority property owner, was present to address the Council. Nancy Stockman said she was present to resolve an issue of a building permit being issued for Lot 2, Block 1, Earle Jenkins Estates. She said they were informed the portion of the road that was constructed may not be to City specification. Stockman went on to say that their realtor has spoken with Clerk Okerman regarding listing the 2 lots off County Road 15. She said she was told Brunes Ranch Road was a private road and privately maintained. She said she was told that Earle Jenkins Drive would need to be privately maintained. She said the vacant lots were marketed and sold with the intention that the sellers, at their expense, would construct the road. She said no mention of pavement was mentioned. Stockman said the location of the development was in the outskirts and did not feel it needed to be paved. She noted there were nine (9) lots with only four (4) being for sale. She said they were willing to complete the whole road to pre-bituminous.

She said they hoped the matter would be taken into consideration and the building permit could be released in the near future. Okerman said that she strongly disagreed with several of the statements that were made. She said she had conversations with the realtor and Brunes Ranch Road being a private road was never communicated. She said it was public right-of-way but the use for over 17 years was as a private drive. Okerman noted that the Road Committee met and bituminous was mentioned as the Road Committee had discussed that aspect. She said City staff had always maintained that the minimum acceptable for a road was pre-bituminous but it was ultimately a Council decision. She said she made an extra courtesy call the realtor to make sure it was understood no building permit would be released. Okerman said that she met with the property owner and he was given a sample Developer's Agreement and he was told that would be the starting point to proceed. Rudlang agreed and said he felt the Developer's Agreement was the route that needed to be taken. The Council discussed pre-bituminous vs. bituminous. It was consensus that pre-bituminous would be acceptable. Brunes Ranch Road was discussed. Okerman said that road was more problematic as it was owned by different property owners. She said an assessment project was an option. Reese said it would be helpful to have clarification on a Developer's Agreement which roads and or portions of roads should be included. Brad Stockman, said he would be willing to complete Earle Jenkins Drive. Options for Brunes Ranch Road were discussed. **A motion to draft a Developer's Agreement for Earle Jenkins Drive between the City and the Stockman's was made by Haff and seconded by Siltman. All present voted aye.** Okerman asked for clarification on pavement or pre-bituminous. It was consensus that pre-bituminous would be the requirement.

UNFINISHED BUSINESS: Paul Bunyan Scenic Byway Association (PBSBA) videography project: Okerman reported that information had been provided in regards to the PBSBA videography project. She said that Fines money could be used for the project. She noted that those finds were not levied dollars. She said the videographer indicated it was possible to make payments for the project in two installments. She said the videographer could be flexible to meet any City constraints.

A motion to approve proceeding with the proposal from Moore Consulting in the amount of \$4,970 using Fine Funds was made by Barnett. Haff seconded the motion. All present voted aye.

NEW BUSINESS: Whitetail Hollows: Okerman reported that Engineer Reese had inspected the work performed to date on Blaze Boulevard in order to determine the letter of credit reduction amount requested by Mark Leutem. She said there were some deficiencies that required further action. Engineer Reese reviewed the deficient items. He said the turf establishment met the requirements of the Minnesota Pollution Control Agency (MPCA)

Stormwater Pollution Prevention Plan (SWPPP) permit. He recommended Leutem or his engineer could request that permit be released from the State. Mark Leutem, Whitetail Hollows Developer, said he was not aware of having to record drainage and utility easements. He stated he did apply the turf as required and the ditch check was installed on County Road 145 per the neighboring property owner. Rudlang asked if the turf percentage was an MPCA requirements. Reese said the SWPPP states when you reach 70% turf establishment, the permit can be deactivated. He said it was a good idea to have the permit released as it would be less work for Developer. Reese noted there is some bare areas in the ditches that needed to be reseeded. He said the City intended to take over the road maintenance so he advised that be completed. Reese said he wasn't aware of who authorized the ditch check to be placed where it was but it was not him or Widseth. He explained that the plans showed where they were to be placed and that is where they should be placed. Rudlang said he did not have any concerns with turf but felt the Council could come to a consensus. Barnett asked if the City had a specification regarding turf establishment. Reese said the City would be taking over maintenance so he wanted to be sure the City did not have to seed the bare areas. Barnett agreed with requiring the turf establishment and felt the ditch check was a County issue. He said the City needed the easements. Siltman said he agreed with Reese's recommendation as did Haff. Leutem said 70% turf establishment was the standard and he had met that. Reese clarified that Leutem met the MPCA standards. Rudlang stated Leutem wanted to discuss the outstanding fee. Leutem said that there was a 200% overage on the fees. He stated an invoice was submitted for twenty hours for one item. Reese said the original estimate was made based on the critical stages of the project and said there were other circumstances in this case. He said the project was constructed over a long period of time; there were a number of meetings held, one which was called by Mr. Leutem and the contractors. He noted he assisted the City with the Developer's Agreement to help implement the project. Reese stated Widseth was onsite during the whole paving, which was an important stage in the project. He corresponded with County, City, Mr. Leutem, KLD and answered several questions throughout the project. Leutem said the only meeting he called was about 30 minutes at which the County mainly spoke. He noted the paving was overseen by another engineer. Rudlang stated it was an estimate and it ran over. Leutem said he understood overages but not 200%. Leutem did not see why the City had to hold a \$20K line of credit. Rudlang said the securities were in place in the event something went wrong the City would have the resources to repair it. He said he did not see anywhere it stated that would require \$20k.

After further discussion, Rudlang made motion to approve Resolution #24-07-294, striking the requirement of further turf establishment and holding \$20K in warranty security funds.

Motion died for lack of a second.

Reese said he wanted to clarify that the warranty period to include securities was included in the Developer's Agreement. Haff stated there was a reason the City contracted with an Engineer. She said she felt everything should be kept in the Resolution as presented.

RESOLUTION #24-07-294: Haff made motion to approve Resolution 24-07-294 as presented.

Haff said the City needed to follow the recommendations of staff and the Engineer. Rudlang said it was the Council's responsibility to know when we could deviate from the Developer's Agreement. Siltman asked Reese if, based on the conversation, he would change anything. Reese responded he would not. He added that the recommendations were his best estimate to protect the City's interest.

Siltman seconded the motion. Haff, Siltman and Barnett voted aye. Rudlang vote nay. Motion carried.

REPORTS:

Clerk's Report: Okerman reported that Attorney Person recommended to have an appraisal completed on the parcel abutting the ballfield the City could potentially obtain. She said Person provided some recommendations of appraisers and she was waiting for cost estimates.

Parks Report: Okerman said the estimate for wood chips for the playground was still valid. Siltman said he raked the wood chips even, which covered the recommended safety line. He said the City should discuss adding more for 2025 at budget time. Siltman said he met with Public Works Olmscheid regarding flag pole placement at Veterans Park. He recommended placing them at Olmscheid's preferred location.

A motion to install the flagpoles in the Public Works preferred location was made by Barnett and seconded by Rudlang. All present voted aye.

Siltman said there were two trees that may need to be removed prior to the install of the flagpoles.

COMMUNICATIONS/MISC.: Siltman reported on vandalism at Veterans Park, specifically the slide.

ADJOURNMENT: A motion to adjourn the regular meeting at 7:35 PM was made by Haff and seconded by Barnett; all present voted aye.

Approved this _____ day of _____ 2024.

Krista A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

For the Period : 7/1/2024 To 7/31/2024

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$357,274.31	\$159,479.73	\$49,108.13	\$467,645.91	\$0.00	\$11,609.16	\$479,255.07
CARES/ARPA	\$1,253.37	\$0.00	\$0.00	\$1,253.37	\$0.00	\$0.00	\$1,253.37
Small Cities Development Program	(\$46,745.24)	\$53,113.47	\$840.81	\$5,527.42	\$0.00	\$0.00	\$5,527.42
Charitable Gambling Fund	\$28,298.81	\$0.00	\$0.00	\$28,298.81	\$0.00	\$0.00	\$28,298.81
2023A Improvement Program Fund Account	\$197,351.80	\$0.00	\$6,981.00	\$190,370.80	\$0.00	\$6,981.00	\$197,351.80
4-year CD #10096423 - Ops Reserve	\$57,678.63	\$129.42	\$0.00	\$57,808.05	\$0.00	\$0.00	\$57,808.05
Savings Account-Committed Funds	\$176,257.54	\$245.44	\$0.00	\$176,502.98	\$0.00	\$0.00	\$176,502.98
2023 Street Improvements Construction	(\$85,535.26)	\$7,691.19	\$0.00	(\$77,844.07)	\$0.00	\$0.00	(\$77,844.07)
Total	\$685,833.96	\$220,659.25 ✓	\$56,929.94 ✓	\$849,563.27 ✓	\$0.00	\$18,590.16 ✓	\$868,153.43

Date

City of Jenkins

Receipts Register

8/5/2024

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
07/02/2024	Donation Box	332227	VFW 50th Anniversary Donation Box for Veterans Memorial Fund	(07/02/2024) -	N	Contributions and Donations from Private Sources	404-36230-	\$ 224.50
								<u>\$ 224.50</u>
07/08/2024	Crow Wing County	332228	taxes	(07/03/2024) -	N	Current Ad Valorem Taxes	100-31010-	\$ 77,832.84
						Principal on Special Assessments	415-31951-	\$ 7,082.41
								<u>\$ 84,915.25</u>
07/11/2024	Crow Wing County	332229	CDAP-20-0048-O-FY21 6 SCDP	(07/10/2024) -	N	Federal Grants - Community Development Block Grants	210-33130-	\$ 53,113.47
								<u>\$ 53,113.47</u>
07/11/2024	Crow Wing County	332230	Fines	(07/10/2024) -	N	Court Fines	100-35101-	\$ 269.98
								<u>\$ 269.98</u>
07/17/2024	Sourcewell	332231	Community Impact Grant EFT 038448	(07/17/2024) -	N	Funding from Other Sources	100-33640-	\$ 50,000.00
								<u>\$ 50,000.00</u>
07/18/2024	State of Minnesota	332232	Small Cities Assistance and Local Government Aid	(07/18/2024) -	N	Local Government Aid	100-33401-	\$ 14,715.00
						Small Cities Assistance	100-33465-	\$ 15,990.50
								<u>\$ 30,705.50</u>
07/23/2024	Court Administrator	332233	Ohr Restitution	(07/23/2024) -	N	Compensation for Loss of General Fixed Assets	100-39102-	\$ 200.00
								<u>\$ 200.00</u>
07/23/2024	Shiners LLP	332234	commercial sign permit 24-823	(07/23/2024) -	N	Sign Permit	100-32217-	\$ 100.00
								<u>\$ 100.00</u>
07/29/2024	Court Administrator	332235	Ohr Restitution	(07/29/2024) -	N	Compensation for Loss of General Fixed Assets	100-39102-	\$ 200.00
								<u>\$ 200.00</u>

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
07/31/2024	Jon Lubke	332236	Land Use Permit 24-824 24x30 shed @ \$0.15sqft	(07/31/2024) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 108.00
								<u>\$ 108.00</u>
07/31/2024	First National Bank	332237	checking, savings, and CD interest	(07/31/2024) -	N	Interest Earning	100-36210-	\$ 11.87
							Interest Earning	401-36210- \$ 129.42
							Interest Earning	404-36210- \$ 20.94
								<u>\$ 162.23</u>
07/31/2024	PMA 4M	332238	MM and bond interest and dividends	(07/31/2024) -	N	Interest Earning	100-36210-	\$ 47.54
							Interest Earning	415-36210- \$ 608.78
								<u>\$ 656.32</u>
07/31/2024	Andrew Rudlang	332239	filing fee for candidacy	(07/31/2024) -	N	MISCELLANEOUS REVENUES	100-36200-	\$ 2.00
								<u>\$ 2.00</u>
07/31/2024	Victor Prociuk	332240	filing fee for candidacy	(07/31/2024) -	N	MISCELLANEOUS REVENUES	100-36200-	\$ 2.00
								<u>\$ 2.00</u>
Total for Selected Receipts								<u>\$ 220,659.25</u>

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<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>
07/02/2024	Payroll Period Ending 06/29/2024	024440	06/16 - 06/29/24 pay period, health ins. & CC	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024440				o/s	\$ 230.87
07/02/2024	Payroll Period Ending 06/29/2024	024441	06/16 - 06/29/24 pay period, health ins. & CC	N	Clerk	100-41425-101-	\$ 727.67
	Total For Check	024441					\$ ✓ 727.67
07/02/2024	Payroll Period Ending 06/29/2024	024442	06/16 - 06/29/24 pay period, health ins. & CC	N	Payroll Administration	100-41501-131-	\$ 195.60
	Total For Check	024442					\$ ✓ 195.60
07/02/2024	Payroll Period Ending 06/29/2024	024443	06/16 - 06/29/24 pay period, health ins. & CC	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024443					\$ ✓ 230.87
07/02/2024	Payroll Period Ending 06/29/2024	024444	06/16 - 06/29/24 pay period, health ins. & CC	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024444					\$ ✓ 230.87
07/02/2024	Payroll Period Ending 06/29/2024	024445	06/16 - 06/29/24 pay period, health ins. & CC	N	Clerk	100-41425-101-	\$ 1,297.85
	Total For Check	024445					\$ ✓ 1,297.85
07/02/2024	Payroll Period Ending 06/29/2024	024446	06/16 - 06/29/24 pay period, health ins. & CC	N	Payroll Administration	100-41501-131-	\$ 334.15
	Total For Check	024446					\$ ✓ 334.15
07/02/2024	Payroll Period Ending 06/29/2024	024447	06/16 - 06/29/24 pay period, health ins. & CC	N	Payroll Administration	100-41501-131-	\$ 348.81
	Total For Check	024447					\$ ✓ 348.81
07/02/2024	Payroll Period Ending 06/29/2024	024448	06/16 - 06/29/24 pay period, health ins. & CC	N	Public Works/Maintenance	100-43102-103-	\$ 1,021.95
	Total For Check	024448					\$ ✓ 1,021.95
07/02/2024	Payroll Period Ending 06/29/2024	024449	06/16 - 06/29/24 pay period, health ins. & CC	N	Council/Town Board	100-41110-106-	\$ 277.05
	Total For Check	024449					\$ ✓ 277.05

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<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>
07/02/2024	Payroll Period Ending 06/29/2024	024450	06/16 - 06/29/24 pay period, health ins. & CC	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024450					\$ ✓ 230.87
07/02/2024	Dept. of Employment and Econ Dev	EFT13454069	Unemployment Insurance	N	Clerk	100-41425-141-	\$ 2,479.00
	Total For Check	EFT13454069					\$ ✓ 2,479.00
07/02/2024	State of IA	EFT247782	CSE 6/16- 6/29/24 Pay Period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT247782					\$ ✓ 60.00
07/02/2024	Internal Revenue Service	EFT65068022	June 941 2nd quarter 2024	N	Payroll Administration	100-41501-122-	\$ 1,222.89
		EFT65068022				100-41501-135-	\$ 286.00
		EFT65068022				100-41501-170-	\$ 250.66
	Total For Check	EFT65068022					\$ ✓ 1,759.55
07/02/2024	PERA	EFT756450	06/16 - 06/29/24 pay period	N	Clerk	100-41425-115-	\$ 60.30
		EFT756450				100-41425-115-	\$ 109.78
		EFT756450			Payroll Administration	100-41501-121-	\$ 293.85
		EFT756450			Public Works/Maintenance	100-43102-115-	\$ 84.59
	Total For Check	EFT756450					\$ ✓ 548.52
07/02/2024	MN Revenue	EFT790944	2nd Quarter State Withholding 2024	N	Payroll Administration	100-41501-172-	\$ 604.36
	Total For Check	EFT790944					\$ ✓ 604.36
07/08/2024	Tri-County Septic Inspection	024451	Septic Inspection - Pequot Tool, 3457 Veterans St. 26340720	N	New Sewer Services	100-43254-310-	\$ 200.00
	Total For Check	024451					\$ ✓ 200.00
07/08/2024	Metro Sales	024452	copier contract	N	Clerk	100-41425-209-	\$ 65.81
	Total For Check	024452					\$ ✓ 65.81
07/08/2024	Brainerd HRA	024453	1st quarter admin. fees	N	Economic Development	210-46520-310-	\$ 840.81
	Total For Check	024453					\$ ✓ 840.81
07/08/2024	City of Pequot Lakes	024454	Police Contract Invoice #2376	N	Police Administration	100-42110-315-	\$ 3,433.33
	Total For Check	024454					\$ ✓ 3,433.33
07/08/2024	Dacotah Paper Co.	024455	Invoice 34241 Item SO4100 bath tissue wht hvnly soft 00613796112309	N	General Government Buildings and Plant	100-41940-215-	\$ 70.65
	Total For Check	024455					\$ ✓ 70.65

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<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>
07/08/2024	Anderson Brothers Construction	024456	Invoice 114438 PO#19532 22.7 ton wash pea rock product- for around ball field pump house	N	Park Areas	100-45202-225-	\$ 795.25
	Total For Check	024456					\$ 795.25
07/08/2024	Schrupp Excavating	024457	Inv 20240598 2.5hrs grading 6/24/24	N	Highways and Streets	100-43101-405-	\$ 337.50
	Total For Check	024457					\$ 337.50
07/08/2024	Betty Guenin	024458	Cleaning Services	N	General Government Buildings and Plant	100-41940-310-	\$ 100.00
	Total For Check	024458					\$ 100.00
07/08/2024	AT & T Mobility	024459	cell phone-Roger	N	Public Works/Maintenance	100-43102-321-	\$ 30.00
	Total For Check	024459					\$ 30.00
07/08/2024	Breen & Person, LTD.	024460	legal services	N	City/Town Attorney	100-41610-304-	\$ 200.00
	Total For Check	024460					\$ 200.00
07/08/2024	Elite Fence & Deck	024461	Back stop (\$1,850), parking lot ballfield (\$3,450), Veterans fence (\$5,513)	N	Park Areas	100-45202-530-	\$ 10,813.00
	Total For Check	024461					\$ 10,813.00
07/08/2024	Pequot Lakes Sanitation	024462	garbage service	N	General Government Buildings and Plant	100-41940-384-	\$ 64.65
	Total For Check	024462					\$ 64.65
07/08/2024	American Solutions for Business	024463	INV07465949 ACCT#ASB0000450278 CTAS checks	N	Clerk	100-41425-202-	\$ 253.67
	Total For Check	024463					\$ 253.67
07/08/2024	Sourcewell	024464	Planning & Zoning services - general inv #00003115	N	Planning and Zoning	100-41910-311-	\$ 275.00
	Total For Check	024464					\$ 275.00
07/16/2024	Payroll Period Ending 07/16/2024	024465	06/30 - 07/13/2024 pay period	N	Clerk	100-41425-101-	\$ 687.24
	Total For Check	024465					\$ 687.24
07/16/2024	Payroll Period Ending 07/16/2024	024466	06/30 - 07/13/2024 pay period	N	Clerk	100-41425-101-	\$ 1,212.80
	Total For Check	024466					\$ 1,212.80

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<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>
07/16/2024	Payroll Period Ending 07/16/2024	024467	06/30 - 07/13/2024 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 849.37
	Total For Check	024467					\$ <u>0/s</u> 849.37
07/16/2024	First Independent Bank	024468	GO Improvement Bond, Series 2023A Interest Payment	N	Interest - Bonds	301-47210-611-	\$ 6,981.00
	Total For Check	024468					\$ <u>0/s</u> 6,981.00
07/16/2024	MN Power	024469	Street lights and electricity	N	General Government Buildings and Plant	100-41940-381-	\$ 350.64
		024469			Street Lighting	100-43160-381-	\$ 650.44
	Total For Check	024469					\$ <u>✓</u> 1,001.08
07/16/2024	Elan Financial Services	024470	stamps, fuel, Irrigation heads, weed & feed	N	Clerk	100-41425-322-	\$ 68.00
		024470				100-41425-433-	\$ 20.00
		024470				100-41425-438-	\$ 87.02
		024470			Highways and Streets	100-43101-212-	\$ 249.47
		024470			Park Areas	100-45202-221-	\$ 236.52
		024470				100-45202-225-	\$ 700.63
	Total For Check	024470					\$ <u>✓</u> 1,361.64
07/23/2024	Schrupp Excavating	024471	Inv 20240663 2hrs grading 7/1/24 and Lilac Street	N	Highways and Streets	100-43101-405-	\$ 270.00
		024471				100-43101-405-	\$ 3,908.00
	Total For Check	024471					\$ <u>✓</u> 4,178.00
07/23/2024	AAA Rental Inc	024472	Inv. 114193 and Inv. 114673 fuel, deck belt, mower parts	N	Public Works/Maintenance	100-43102-212-	\$ 69.99
		024472				100-43102-221-	\$ 368.03
	Total For Check	024472					\$ <u>✓</u> 438.02
07/23/2024	Crow Wing County Land Services	024473	Raasch E911 Addressing Fee	N	Recording and Reporting	100-41420-310-	\$ 25.00
	Total For Check	024473					\$ <u>✓</u> 25.00
07/23/2024	Widseth Smith Nolting & Assoc., Inc	024474	Inv# 231689 Bean Preliminary Plat Review 1hr Engineer I, 0.25hr Engineer IV	N	Planning and Zoning	100-41910-303-	\$ 183.75
	Total For Check	024474					\$ <u>✓</u> 183.75
07/23/2024	TDS	024475	Phone and internet	N	General Government Buildings and Plant	100-41940-321-	\$ 180.56
	Total For Check	024475					\$ <u>0/s</u> 180.56

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<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>
07/23/2024	Sourcewell	024476	Planning & Zoning services - general June P&Z Services Inv#00003215	N	Planning and Zoning	100-41910-311-	\$ 178.75
	Total For Check	024476					\$ 0/s 178.75
07/23/2024	Crow Wing Power	024477	6-8 to 7-8 Electric Service	N	Street Lighting	100-43160-381-	\$ 24.00
	Total For Check	024477					\$ 24.00
07/23/2024	Roman Siltman	024478	Rezone Fee Reimbursement- Rezone application withdrawn	N	Planning and Zoning	100-41910-810-	\$ 300.00
	Total For Check	024478					\$ 300.00
07/23/2024	State of IA	EFT2482639	CSE 6/30- 7/13/24 Pay Period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT2482639					\$ 60.00
07/23/2024	Xcel Energy	EFT3eBd0	Natural gas service	N	General Government Buildings and Plant	100-41940-383-	\$ 49.98
	Total For Check	EFT3eBd0					\$ 49.98
07/23/2024	PERA	EFT758345	06/30 - 07/13/24 pay period	N	Clerk	100-41425-115-	\$ 57.05
		EFT758345				100-41425-115-	\$ 101.94
		EFT758345			Payroll Administration	100-41501-121-	\$ 262.95
		EFT758345			Public Works/Maintenance	100-43102-115-	\$ 68.90
	Total For Check	EFT758345					\$ 490.84
07/30/2024	Payroll Period Ending 07/27/2024	024479	07/14 - 07/27/24 pay period	N	Clerk	100-41425-101-	\$ 974.68
	Total For Check	024479					\$ 974.68
07/30/2024	Payroll Period Ending 07/27/2024	024480	07/14 - 07/27/24 pay period	N	Clerk	100-41425-101-	\$ 1,292.25
	Total For Check	024480					\$ 1,292.25
07/30/2024	Payroll Period Ending 07/27/2024	024481	07/14 - 07/27/24 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 654.29
	Total For Check	024481					\$ 654.29
07/30/2024	Xcel Energy	024482	Natural gas service	N	General Government Buildings and Plant	100-41940-383-	\$ 48.36
	Total For Check	024482					\$ 48.36
07/30/2024	Widseth Smith Nolting & Assoc., Inc	024483	Inv#232172 Whitetail inv/sec rvw 97.50 Inv#232173 Costello wetland violation/coordin227.50	N	Planning and Zoning	100-41910-303-	\$ 97.50

Fund Name: All Funds

Date Range: 07/01/2024 To 07/31/2024

<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>
		024483				100-41910-303-	\$ 227.50
	Total For Check	024483					\$ <i>0/s</i> 325.00
07/30/2024	Corbin Excavating, Inc	024484	dust cntl-mag/chl\$1.25/gal Nrwy1,105g, Els565g, Drake613g, 1/2M1290g LR&S1525g 12th340g	N	Highways and Streets	100-43101-224-	\$ 6,797.50
	Total For Check	024484					\$ <i>0/s</i> 6,797.50
07/30/2024	State of IA	EFT2489124	CSE 07/14- 7/27/24 Pay Period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT2489124					\$ <i>✓</i> 60.00
07/30/2024	PERA	EFT760270	07/14 - 07/27/24 pay period	N	Clerk	100-41425-115-	\$ 277.59
		EFT760270				100-41425-115-	\$ 109.26
		EFT760270			Payroll Administration	100-41501-121-	\$ 80.16
		EFT760270			Public Works/Maintenance	100-43102-115-	\$ 51.16
	Total For Check	EFT760270					\$ <i>✓</i> 518.17
Total For Selected Checks							\$ 56,929.94

For the month ending:

July 31, 2024

Bank account	Account #	Balance
First National Bank		
Checking (NOW)	XXX359	314,759.03
Savings	XXXX989	46,352.28
4-year CD	XXXXX423	57,808.05
4 M Fund		
Bond	XXX201	138,416.83
Money Market	XXX101	14.37
Money Market - Street Reserves	XX102	10,802.87
CD #1359947-1 (Mat. 9/16/24)		100,000.00
		0.00
TS #297288-1 (Mat. 8/26/24)	XXX101	100,000.00
TS #297657-1 (Mat. 11/26/24)		100,000.00
4M Fund TOTAL		449,234.07

Assigned Operational (6 months)	397,749.25
Operational Reserve	57,808.05
Committed Funds	260,344.88
Debt Service	133,661.09
Fund Balance Total	849,563.27

Committed Funds Breakdown

Future Streets	270,234.18 (4M fund)
Parks and Rec	25,288.91 3,307.50 chips
Gambling Proceeds	28,298.81
Heavy Equipment	21,632.73
SCDP	7,331.90
EEP Grant	934.88
ARPA	1,253.37 *50K allocated
TOTAL	354,974.78

Committed Funds total balance to remain unchanged unless approved by City Council.

SCDP, EEP Grant funds to remain in checking to allow for expenditures upon approved 2022 CC projects.

O/S Checks	O/S Deposits	Ending Bal.	Check #	O/S check amt.
18,590.16		296,168.87	24417	77.53
		46,352.28	24440	230.87
0.00	0.00	57,808.05	24467	849.37
		0.00	24468	6981.00
		138,416.83	24475	180.56
		14.37	24476	178.75
		10,802.87	24479	974.68
		100,000.00	24480	1,292.25
		0.00	24481	654.29
		100,000.00	24482	48.36
		100,000.00	24483	325.00
		100,000.00	24484	6,797.50
Totals		849,563.27		
Cash per CTAS		849,563.27		

Difference 0.00

*check issued in 2023 was voided in 2024
chk#24210 \$325.00-added \$325 to 2024 fund
balance

EEP

\$500 donation \$10K Sourcewell (3/24/21)

\$5K Region V (3/28/22)

\$5K City Approved (3/28/22)

SCDP

\$5K - City approved (11/9/2020)

\$10K Brainerd HRA (5/3/22)

18,590.16

City of Jenkins

Disbursements Register

Hd.

8/8/2024

Fund Name: All Funds

Date Range: 07/24/2024 To 08/08/2024

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
07/30/2024	Payroll Period Ending 07/27/2024	024479	07/14 - 07/27/24 pay period	N	Clerk	100-41425-101-	\$ 974.68
	Total For Check	024479					\$ 974.68
07/30/2024	Payroll Period Ending 07/27/2024	024480	07/14 - 07/27/24 pay period	N	Clerk	100-41425-101-	\$ 1,292.25
	Total For Check	024480					\$ 1,292.25
07/30/2024	Payroll Period Ending 07/27/2024	024481	07/14 - 07/27/24 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 654.29
	Total For Check	024481					\$ 654.29
07/30/2024	Xcel Energy	024482	Natural gas service	N	General Government Buildings and Plant	100-41940-383-	\$ 48.36
	Total For Check	024482					\$ 48.36
07/30/2024	Wideth Smith Nolting & Assoc., Inc	024483	Inv#232172 Whitetail inv/sec rw 97.50 Inv#232173 Costello wetland violation/coordin227.50	N	Planning and Zoning	100-41910-303-	\$ 97.50
		024483				100-41910-303-	\$ 227.50
	Total For Check	024483					\$ 325.00
07/30/2024	Corbin Excavating, Inc	024484	dust cntl-mag/chl\$1.25/gal Nrwy1,105g, Els565g, Drake613g, 1/2M1290g LR&S1525g 12th340g	N	Highways and Streets	100-43101-224-	\$ 6,797.50
	Total For Check	024484					\$ 6,797.50
07/30/2024	State of IA	EFT2489124	CSE 07/14- 7/27/24 Pay Period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT2489124					\$ 60.00
07/30/2024	PERA	EFT760270	07/14 - 07/27/24 pay period	N	Clerk	100-41425-115-	\$ 277.59
		EFT760270				100-41425-115-	\$ 109.26
		EFT760270			Payroll Administration	100-41501-121-	\$ 80.16
		EFT760270			Public Works/Maintenance	100-43102-115-	\$ 51.16
	Total For Check	EFT760270					\$ 518.17
	Total For Selected Checks						\$ 10,670.25

Date Range : 7/23/2024 To 8/8/2024

<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>
07/23/2024	IIMC	Annual Membership-Krista (\$185) and Cassandra (\$125)	2473	\$310.00			
					100-41425-433-	Clerk	24485 \$310.00
07/23/2024	Schrupp Excavating	Inv 20240837 Traffic Control Signs-Lilac Street	2474	\$1,117.58			
					100-43101-405-	Highways and Streets	24486 \$1,117.58
07/23/2024	Sean Smuda	Reissued check for 2023 Annual Planning Commission Pay (voided chk#24210)	2475	\$325.00			
					100-41120-106-	Legislative Committees and Special Bodies	24487 \$325.00
07/25/2024	Metro Sales	Inv2569438 4/25/24-7/24/24 copier contract 391.69 Inv2571449 65.81	2476	\$457.50			
					100-41425-209- 100-41425-209-	Clerk Clerk	24488 \$391.69 \$65.81
08/05/2024	Pequot Lakes Sanitation	garbage service	2481	\$64.65			
					100-41940-384-	General Government Buildings and Plant	24489 \$64.65
08/05/2024	Cascade Computers	Inv 43799-Cloud and backup storage \$44.90 Inv43851 jenkins-mn.com annual domain fee \$19.99	2482	\$64.89			
					100-41425-209-	Clerk	24490 \$64.89
08/07/2024	Krista Okerman	Mileage for Clerk-Treasurers Network Staples 92miles	2483	\$60.26			
					100-41425-331-	Clerk	24491 \$60.26

Date Range : 7/23/2024 To 8/8/2024

<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>
08/07/2024	Cassandra Delougherty	Mileage for Clerk-Treasurers Network Staples 105miles	2484	\$68.78			
					100-41425-331-	Clerk	24492 \$68.78
08/07/2024	Breen & Person, LTD.	legal services	2485	\$200.00			
					100-41610-304-	City/Town Attorney	24493 \$200.00
08/07/2024	AT & T Mobility	cell phone-Roger	2486	\$30.00			
					100-43102-321-	Public Works/Maintenance	24494 \$30.00
08/07/2024	Betty Guenin	Cleaning Services	2487	\$100.00			
					100-41940-310-	General Government Buildings and Plant	24496 \$100.00
08/07/2024	MN Association of Small Cities	Membership dues \$120 flat rate + \$0.50 per resident=\$255+120=\$375	2488	\$375.00			
					100-41110-433-	Council/Town Board	24497 \$375.00
08/08/2024	Internal Revenue Service	July 941 3rd quarter 2024	EFT45567819	\$2,428.80			
					100-41501-122-	Payroll Administration	\$1,658.69
					100-41501-135-	Payroll Administration	\$387.92
					100-41501-170-	Payroll Administration	EFT \$382.19
Total For Selected Claims				\$5,602.46			\$5,602.46

Date



AGENDA ITEM # 6a.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: August 8, 2024

Subject: Earle Jenkins Estates

Report: Attached please find a draft Developer's Agreement for Earle Jenkins Estates. The Agreement has been reviewed by the City Engineer, City Attorney and myself. All comments and suggested edits are indicated on the draft.

Budget Impact:

Council Action Requested:

DRAFT*DEVELOPMENT AGREEMENT***DRAFT**

EARLE JENKINS ESTATES

This Development Agreement, hereinafter referred to as "Agreement", made and entered into this ____ day of _____, 2024, by and between the City of Jenkins, a municipal corporation organized under the laws of the State of Minnesota, hereinafter "City" and Bradley H. and Nancy S. Stockman, husband and wife, hereinafter "Developer".

RECITALS:

A. Developer has made application to the City for the approval of a plat and/or otherwise to develop the land described as Earle Jenkins Estates, hereinafter referred to as "Property" which Property is to be developed as follows: Development of a subdivision with: Minor utilities, Street and Drainage Improvements designed and constructed to the City of Jenkins' pre-bituminous standards for all of Earle Jenkins Drive from the intersection with Brunes Ranch Road to, and including, the full cul de sac as platted, and Street Signs, hereinafter referred to as "Improvements". The Development is known as Earle Jenkins Estates hereinafter referred to as "Development".

B. Fee title ownership in the Property is vested in Bradley H. and Nancy S. Stockman, husband and wife. The Property is subject to a mortgage or contract for deed or lien as noted below:

_____ A Contract for Deed; or

_____ A mortgage in favor of _____ (Bank) filed for record _____, 20____ as Document No _____

C. The Property can best be developed and put to its highest and best use by the installation of Improvements as set forth above.

D. The Development Plat has been approved by the City and complies with the requirements of the City Code and the City; however, the Improvements have not been completed or accepted by the City.

E. The Developer has made assurances and covenants to the City as hereinafter provided. The City is relying upon those assurances and covenants and is consenting to the Improvements and is doing so solely at the behest, and for the benefit, of the Developer.

NOW, THEREFORE, for valuable consideration, the parties agree that upon obtaining approval of any such conditions precedent, it is agreed that the Development may proceed to completion, but only upon the following terms and conditions:

1. IMPROVEMENTS, DEFINED.

a. Improvements defined:

"Minor Utilities" shall include the service of electricity, telephone, cable television, natural gas, or other non-municipal utilities to users within the Development.

"Street and Drainage Improvements" shall include right-of-way clearing, grading, excavation, topsoiling, turf restoration, drainage features including storm water retention areas and/or treatment as required, pipes and culverts as applicable, approaches, aggregate base, and all associated general construction required for a pre-bituminous standard road and cul de sac that meets City specifications.

"Signs" shall include all street name signs, information and/or directional signs and traffic control signs appropriate for or necessitated by the Development.

2. COMPLIANCE WITH STATE LAW, CITY ORDINANCES AND AGREEMENT. Developer agrees to, and shall comply with, all required agency permits and associated requirements of state law, county and city ordinances and this Agreement. In the event Developer is required to obtain any approval, permits or do any act either as a condition to commencing such Development or to continue any stage or phase of such Development, the

Developer shall submit in writing to the City proof of compliance with any such requirement before proceeding. Permits may include but are not limited to: Minnesota Pollution Control Agency Construction Stormwater General Permit and Storm Water Pollution Prevention Plan (SWPPP), Crow Wing County Entrance Permit, or any other permits not issued by the City. The failure to submit such proof of compliance shall be grounds for the City to order the Developer to cease any and all physical activities, of whatever nature, upon the Property. Developer acknowledges that it is responsible for all multi-jurisdictional permits and notifications of the appropriate agencies that have regulatory authority over the Improvements and is proceeding at its own risk as to any costs incurred by its failure to comply with them and the requirements of the City.

3. DEVELOPMENT. Within the plat the Developer may not grade or otherwise disturb the earth, remove trees, construct streets, utilities, public or private improvements, or construct any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and is filed with the City Clerk, 2) the necessary securities have been received by the City, and 3) the City has approved the plans and specifications for the improvements.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until the City approves development agreements for such phases.

4. UTILITIES. Developer agrees that Developer is responsible for all notifications, permits, planning and coordination, construction, and cost of all Minor Utilities that are to be located in the public right-of-way and such planning shall include the requirements of the City as to location of such utilities within the right-of-way.

5. **IMPROVEMENTS.** Developer shall construct and install at its expense the following Improvements according to the following terms and conditions:

<u>Description of Improvement</u>	<u>Estimated Cost</u>
Road Improvements (Minor Rural Roadway Standards)	\$90,750.00
Turf Establishment & Erosion Control	\$25,410.00
Signs (Traffic & Street Names)	\$340.00
Totals -	\$116,500.00
Construction Contingencies (10%)	\$11,650.00
ESTIMATED COST OF IMPROVEMENTS	\$128,150.00
Escrow Account for Improvements (125% of Estimated Cost of Improvements)	\$160,188.00
Escrow Account for Administration and Construction Observation Services (Engineering, Legal and Administrative – 10% of Estimated Cost of Improvements)	\$16,000.00

The Improvements shall be installed in accordance with the City Subdivision Ordinance; City standard specifications for utilities and roadway construction plans submitted and approved for public minimum street improvements; and any other ordinances. Applicable City Ordinances include, but are not limited to: Section 150.260, 150.263. The Developer shall submit plans and specifications, which have been prepared by a competent Minnesota-licensed professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and/or a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The

Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes, testing coordination, and contract administration between the Developer and the Developer's contractor. The Developer or engineer shall schedule a pre-construction meeting with all parties concerned, including utility representatives and City staff, and County Highway Department staff as applicable, to review the planned construction phasing, utility coordination, lane closures or detours, construction means and methods, and schedule for construction work.

Required Documents and Procedures:

- a. Construction Plans/Specifications and Approval Thereof. The Developer shall engage, at its expense, a Minnesota licensed Civil Engineer to prepare detailed Plans, Specifications, Stormwater Management Plan, Calculations for Runoff and Storage/Detention, and all permit applications for the complete installation of all Improvements in accordance with City standards, including estimation of material quantities and cost estimates, construction contract provisions, preparation of proposal (bid) forms and designation and description of all necessary temporary and permanent easements over all public improvements that are intended to be conveyed to the City. Such plans and specifications shall be based upon engineering data and land surveys, including soil borings and material tests determined to be necessary by the City Engineer prior to the commencement of the construction of any Improvements. Prior to commencement of construction, the City Engineer shall review and approve all plans and specifications for the Improvements. The Developer has contracted with the following:

CIVIL ENGINEER: _____

Address: _____

Phone: _____ Email: _____

LAND SURVEYOR: _____

Address: _____

Phone: _____ Email: _____

- b. Time of Performance. The Developer shall install all required Improvements by October 15, 2025.

- c. Approval of Contractors. The City and its agents reserve the right to require satisfactory proof of successful experience and adequate financial resources of any contractor completing work in any public right-of-way and may reject a contractor with impunity at the discretion of the City Council on such advisement of its agents.
- d. Construction. The construction, construction staking, installation, materials and equipment used shall be in accordance with the plans and specifications approved by the City Engineer. The Developer will cause the contractors to furnish the City Engineer with a work schedule at least ten (10) days prior to commencement of construction work of the Improvements. Grading and the use of power equipment between the hours of 7 o'clock p.m. and 7 o'clock a.m. are prohibited.
- e. Supervision. All of the work shall be subject to the supervision and approval of the City Engineer and, where appropriate, the County, Minnesota Department of Health, Minnesota Pollution Control Agency, the Minnesota Department of Labor and Industry, and any other governmental agency having jurisdiction.
- f. Easements. The Developer shall secure and make available to the City, at no cost to the City, all permanent or temporary easements necessary for the installation and maintenance of the Improvements as determined to be necessary by the City Engineer. All such easements requested by the City shall be in writing in recordable form approved by the City and recorded by the Developer prior to construction. Copies of easements shall be provided to the city prior to construction and also provided to the City with verification of recording.
- g. Insurance. The Developer will cause each entity with whom Developer contracts for the construction and installation of any Improvements to furnish the City with the same evidence of complete insurance coverage, including workers compensation, liability and property damage, as is required on City contracted construction projects as determined by the general specifications now in use or as may be further required by the City.
- h. Security for Developer's Performance.

No work shall be commenced under this Agreement until the Developer shall file with the City Clerk security for the City approved Letter of Credit for Improvements and the Letter of Credit for Administrative and Construction Observation expenses as described below:

(1) Letter of Credit (Security):

- (a) The Security must be pledged for the duration of the installation, construction and payment of Improvements and the performance of this Agreement and for the warranty period required in this

Agreement as assurance and warranty for the proper installation and construction by the Developer of the Improvements.

- (b) All Security provided must specify that funds will be paid to the City upon written demand from time to time by the City to the extent of default herein by Developer in the completion of construction, installation, completeness, fitness, payment and warranty of the Improvements and/or for the performance of this Agreement.
- (c) The Security and any subsequent replacement Security delivered pursuant hereto if its expiration date is prior to the date of completion of the obligations contained in this Agreement or for the completion of construction, installation, fitness, completeness, payment of the Improvements and Warranty Period shall provide for automatic renewal until the obligations contained in this Agreement are met and completion of construction, installation, fitness, completeness, payment of the Improvements and Warranty Period are met by release or partial release by the City upon partial or full performance as the case may be.
- (d) Developer may provide a penal bond, with corporate surety approved by the City assuring the proper installation, construction, completion, fitness, payment and warranty for the Improvements and the performance by the Developer of this Development Agreement; or

Developer will provide satisfactory evidence of deposit of the required amount of Security in escrow in a national or state chartered bank located in Minnesota, acceptable to the City, of cash, together with a written acknowledgment from such bank that it holds such funds as security for the proper installation, construction, completion, fitness, payment and warranty for the Improvements and the performance by the Developer of this Development Agreement and that the Bank will disburse such funds only upon the written notice and consent of the City. Developer, City and Bank will enter into a Disbursement Agreement for disbursement of the funds; or

Developer may provide an irrevocable letter of credit from a national or state-chartered bank located in the State of Minnesota or other financial institution approved by the City for the required amount of Security, with acknowledgment that said irrevocable letter of credit is security for the proper installation, construction, completeness, fitness, payment and warranty for the Improvements and the performance by the Developer of this Development Agreement. Any approved irrevocable Letter of Credit shall provide for automatic

renewal of said Letter of Credit unless released or partially released by the City upon partial or final performance by Developer.

If applicable, this section shall satisfy Minn. Stat. 574.26 for Performance and Payment Bonds. Developer further agrees that if Minnesota Statutes or other laws require additional bonds or security to be pledged to the City that Developer will secure the bonds and/or other security prior to commencement of the Improvements. The requirement for additional bonds and/or security shall be considered part of this Development Agreement as if fully set forth herein.

(2) Escrow Account for Development Agreement Administration and Construction Administration and Observation that are City Expenses (Security).

- (a) Developer shall deposit with the City cash or post a Letter of Credit for the required amount of the Security for the payment of City or City's agents for work to be performed by or on behalf of the City.
 - (b) The City will, from time-to-time, send to the Developer statements for payment of City expenses. Any ~~cash~~ deposits pledged by the Developer to the City as Security for such expenses shall be drawn upon or debited for said amounts. If the funds deposited or remaining on deposit are not sufficient to provide for payment of City expenses, the City may require additional sums to be deposited with the City as security for such expenses. The City may elect to bill the Developer for City expenses in lieu of an additional deposit with the City. The Developer shall promptly remit such sums as are billed by the City to the City no later than twenty (20) days from the date of the statement from the City. The Developer will be considered in default until such sums are paid and the City may require the Developer to cease all activities of the Development until the Developer is no longer in default.
 - (c) The Security must be pledged for the duration of the installation, construction and payment of Improvements, the performance of this Agreement, and for the warranty period required in this Agreement as assurance for the payment for City expenses.
- i. Faithful Performance of Construction Contracts and Bond. The Developer will fully and faithfully comply with all terms of any and all Contracts entered into by the Developer for the installation and construction of all Improvements and hereby

guarantees the workmanship and materials for the warranty period set forth herein.

In the event that the Developer fails to comply with the terms of any Contracts entered into by the Developer for the installation and construction of the Improvements or fails to complete the Improvements, including final punch list items as determined by the City or its agents, within the time frame set by the City, or fails to honor the guaranty of the workmanship and materials for the warranty period following the City's acceptance of the Improvements or fails to abide by this Agreement, the City may, in addition to other remedies permitted by law, have the right to withhold building permits, order the Developer to stop construction of the Improvements, withhold occupancy permits and/or refuse to accept any Improvements, or refuse to provide other City services until the Developer shall comply herein. The City is not responsible for the payment to any contractor, subcontractor or suppliers contracted by Developer for the installation and construction of the Improvements.

- j. Development Credit. If the City has requested the Developer to oversize certain components of the improvements being installed in the Development to service other developments. Developer will receive credit or repayment by the City for the cost differences for this oversizing. The credit or repayment is to be determined by the City Engineer. NA
- k. Release of Security. Upon partial performance by the Developer and, as may be approved of by the City, in the City's sole discretion, an amount of the Security pledged as provided herein may be released in proportion to the completed performance of this Agreement to the amount deposited as Security. Upon complete fulfillment of this Agreement including the warranty period, the City shall release the Security pledge by the Developer, less any amount used by the City to satisfy the obligations of the Developer as set forth in this Development Agreement.

6. **CLEAN UP AND REMOVAL.** The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

- 7. **OWNERSHIP OF IMPROVEMENTS.** Upon Developer's completion of the

Improvements, the City shall inspect Improvements and notify Developer if any of the Improvements do not conform to the requirements of this Agreement. Upon compliance with this Agreement with respect to Improvements, the City shall give formal notice of acceptance to Developer and thereafter Developer shall have no responsibility with respect to the maintenance of the Improvements, except during any warranty periods expressly set forth herein.

If building permits are issued prior to the acceptance of Improvements, the Developer assumes all liability and costs resulting in delays in completion of Improvements and damage to Improvements caused by the City, Developer, its contractors, subcontractors, material, men, employees, agents, or third parties. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been improved with minimum road improvements and the Utilities are accepted by the City Engineer in writing.

8. CLAIMS. In the event that the City receives claims from suppliers of labor, material, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, material suppliers, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the security deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement. The City is not responsible for any claim from suppliers of labor, material or others for work performed on behalf of the Developer or otherwise as required by this Agreement.

9. **WARRANTY.** The Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The Warranty Period for Permanent Stormwater Treatment Facilities and/or Utilities is two years. The Warranty Period for Streets and/or Walkways is one year. This Warranty Period shall commence following completion of the Improvement and acceptance by City Council. The City shall retain the Security posted by the Developer until the Warranty Periods expire or as may be reduced by the City with the advisement of its agents. The Security may be used to pay for warranty work, unless corrected by the Developer, or additional administrative costs that are incurred by the City during the Warranty Period.

10. **RESPONSIBILITY FOR COSTS.**

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property, including but not limited to legal, planning, engineering, testing, and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat and administering this Agreement.
- b. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development of the Property. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- c. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
- d. The Developer shall be responsible for payment of all staff time, engineering time, attorneys' fees, and any and all costs in connection with the development or in connection with the Development platting process, and any errors or omissions by the Developer. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within twenty (20) days after receipt. If the bills are not paid on time, the City may halt plat development, construction, and refuse to issue building permits until the bills are paid in full. Bills not paid within twenty (20) days shall accrue interest at the lesser rate of eighteen percent (18%) per year, or the

maximum interest rate permitted by law. The City may draw on the Security pledged pursuant to Section 7 of this Agreement.

- e. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as, but not limited to, building permit fees.

11. GENERAL PROVISIONS.

- a. Developer's Representations. The Developer represents to the City that the plat and Property complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat and/or Property does not comply, the City may, at its option, refuse to allow construction or development work in the plat and Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- b. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property and Development and shall be deemed covenants running with the land (Property). References herein to Developer, Owner, Contract Vendor or Mortgagee, if there be more than one, shall mean each and all of them. This Agreement, at the option of the City, shall be placed of record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Property and Development and all recording fees, if any, shall be paid by the Developer. Failure to record this Agreement will not relieve the successors in interest for the obligations and liabilities under this Agreement.
- c. Release of City from Liability. Developer hereby releases the City, its officers and employees from all damage, compensation or claims from any and all causes other than the intentional misconduct of the City of Jenkins, its officers and employees arising in any way from the Development, Improvements, or the Property. Developer agrees to indemnify, defend, including payment of attorney's fees and costs to the City, and hold City, its officers and employees harmless from and against any claims, loss or expense arising out of injury, death or property loss or damage occurring on the Property or Development or any other Property arising out of the Improvements except only to the extent caused by the intentional misconduct of the City, its officers or employees. This release of liability shall be given broad interpretation for the benefit of the City.
- d. Default. In the event that the Developer has not performed to the satisfaction of the City under the terms and conditions of this Agreement or has failed to perform,

complete, warranty, or pay for any of the Improvements obligated to be performed, completed, warrantied, or paid for by the Developer, the Developer shall after ten (10) days written notice by the City to the Developer and if the Developer has not cured said non-performance, completion, warranty or payment within said ten (10) day period of time, the Developer shall be considered in default, except in situations in which the circumstances dictate an immediate correction, which will then require only reasonable notice. The City shall have available to it all of its remedies pursuant to law, equity and this Agreement and may in addition thereto draw upon any letter of credit, performance bond or penal bond or such funds that are deposited in escrow or other surety or Security placed with the City for full total performance, completion, installation, warranty, payment, together with the City's costs, attorney's fees and expenses as additional remedies. The City may withhold issuance of any building permits and certificate of occupancy and order the halting of any of the Improvements or may withhold acceptance of the Improvements or may withhold providing any additional City services to the Property, Development, or Developer.

In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act and shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. **The Developer waives the procedural requirements of Minn. Chapter 429 for Special Assessments and forfeits right of appeal if the City implements the rights accorded to it by this Statute.**

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

[The balance of this page intentionally left blank]

CITY OF JENKINS

Mayor

ATTEST:

City Clerk-Treasurer

CITY NOTARY

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

On this _____ day of _____, _____, before me, a Notary Public within and for said County, personally appeared _____ and _____, to me known, who, being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk-Treasurer of the CITY OF JENKINS, a City organized and existing under the laws of the State of Minnesota, named in the foregoing instrument, and that said instrument was signed on behalf of said City by authority of its City Council, and said Mayor and City Clerk-Treasurer acknowledged said instrument to be the free act and deed of said City.

Notary Public

Bradley H. Stockman

Nancy S. Stockman

DEVELOPER NOTARY

[illegible]

On this _____ day of _____, _____, before me a Notary Public within and for said County, personally appeared Bradley H. Stockman and Nancy S. Stockman, husband and wife and they acknowledged said instrument to be their free act and deed.

Notary Public



AGENDA ITEM #

66.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: August 8, 2024

Subject: Whitetail Hollows Amended Resolution #24-07-294

Report: Attached please find an amended resolution for Whitetail Hollows. The amendments are in regards to requests per the Developer and discussion that took place at the August 5, 2024 Special City Council meeting. I have highlight the items that are in question, and am requesting each item be voted on separately.

An additional request of the Developer is that Widseth no longer be the engineer on this project or future projects within Whitetail Hollows. I am requesting this be voted on as well.

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

Council Action Requested: Action as needed.

Original Motion made by Haff
Second by Siltman

CITY OF JENKINS
AMENDED RESOLUTION NO. 24-07-294
ACCEPTING BLAZE BOULEVARD INTO CITY OF JENKINS STREET INVENTORY

WHEREAS, the Plat of Whitetail Hollows lies in the City of Jenkins, Minnesota and was approved by the City April 11, 2005 and recorded in Crow Wing County, Minnesota; and

WHEREAS, Mark J. and Lisa R. Leutem are Developers (hereinafter "Developers") of the plat known as Whitetail Hollows; and

WHEREAS, the Plat of Whitetail Hollows contains publicly dedicated right-of-way known as Blaze Boulevard; and

WHEREAS, although the Plat was properly approved and recorded, the improvements known as Blaze Boulevard were not completed at the time; and

WHEREAS, the Developers entered into a Developer's Agreement with the City of Jenkins dated August 18, 2023 wherein Improvements were defined according to the City's approved minimum section for City maintained roadways; and

WHEREAS, the Developers Agreement estimates the cost for the Developer paid improvements for Blaze Boulevard improvements is \$207,423.35 with an additional \$3,200.00 in escrow; and

WHEREAS, the City in receipt of Irrevocable Letter of Credit #23-02 from American National Bank of MN in the amount of \$207,423.35 on behalf of Developers for the sole purpose on completing Blaze Boulevard improvements; and

WHEREAS, the Developer has completed work on Blaze Boulevard and the City Engineer has inspected the work performed according the City's road standards; and

WHEREAS, the Developers have requested of the above-named Irrevocable Letter of Credit #23-02 for work performed; and

WHEREAS, there are deficiencies in the improvements of Blaze Boulevard that require further action by the Developer as follows;

1. Establishment of turf in spot areas along Blaze Boulevard where the turf has not been fully established.

Is the City requiring further turf establishment or deeming it acceptable?

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

2. Removal of a soil ditch check that was placed in County Road 145 right-of-way during the road construction. The ditch check is currently located downstream from the new entrance culvert; this causes runoff to back up in the culvert and County ditch system. The ditch checks that are shown on the KLD storm water plan need to be installed at the right-of-way lines where Blaze Boulevard intersects with Norway Drive and County Road 145.

Is the City going to require the ditch checks to be installed per the attached, submitted and approved plans ?

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

3. Permanent drainage easements per the KLD Stormwater Plan for the added retention area need to be conveyed from Developer to the City of Jenkins and recorded.

Will the drainage easements be required to be conveyed to the City and submitted to the City for recording?

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF Jenkins, Minnesota hereby accepts Blaze Boulevard into its road inventory subject to the following:

1. The above-named deficiencies identified being corrected within thirty (30) days of this Resolution.
2. In accordance with the Developer's Agreement dated August 18, 2023, Permanent Storm Water Treatment Facilities to include turf systems, retention areas and ditch checks must be warrantied for two (2) years from the date of acceptance of the roadway by the City of Jenkins.
3. In accordance with the Developer's Agreement dated August 18, 2023 the remainder of the road improvements on Blaze Boulevard must be warrantied for one (1) year after acceptance of the roadway by the City of Jenkins.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF Jenkins Minnesota that a Letter of Credit Reduction be approved as follows:

1. Letter of Credit #23-02 remain in place in the amount of \$20,000 for a warranty period for the first year after acceptance through July 23, 2025.

Is the City requiring the \$20K security for the warranty period through July 23, 2025

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

2. Letter of Credit #23-02 remain in place in the amount of \$10,000 for a warranty period for the second year after acceptance through July 23, 2026.

Is the City requiring the \$10K security for the warranty period through July 23, 2026

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

3. The outstanding fee of \$6,241.75 **\$4,727.00** be paid to the City of Jenkins for Engineering, Legal and Administrative expenses.

Is the City requiring the outstanding fee of \$4,727.00 be paid. Please note that fees for services that were incurred prior to the Developer's Agreement being signed have been removed.

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

Adoption by the council this _____ day of July, 2024.

_____ Rudlang _____ Flategraff _____ Siltman _____ Barnett _____ Haff

Andrew J. Rudlang, Mayor

Krista A. Okerman, Clerk-Treasurer

Submitted and approved plans

STORMWATER MANAGEMENT DESIGN SUMMARY

CALCULATION METHOD & SITE CHARACTERISTICS

RUNOFF METHOD: SCS TR-20

RAINFALL:
 DATA SOURCE: NOAA ATLAS 14, VOLUME 8, VERSION 2
 STORM TYPE: HSE 24-HR
 RAINFALL EVENTS: 24-HR - 2.57"
 100-YR - 6.23"

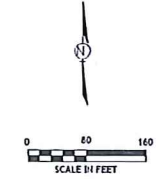
LAND COVER:
 MEADOW - CII = 39
 GRASS COVER - CII = 39
 IMPERVIOUS - CII = 98

PROPOSED LAND COVER ASSUMPTIONS:
 6,500 SQ. FT. PER LOT IMPERVIOUS
 0.5 ACRE PER LOT DEVELOPED LAWN/GRASS
 REMAINING LAND COVER REPAIRS NATIVE VEGETATION

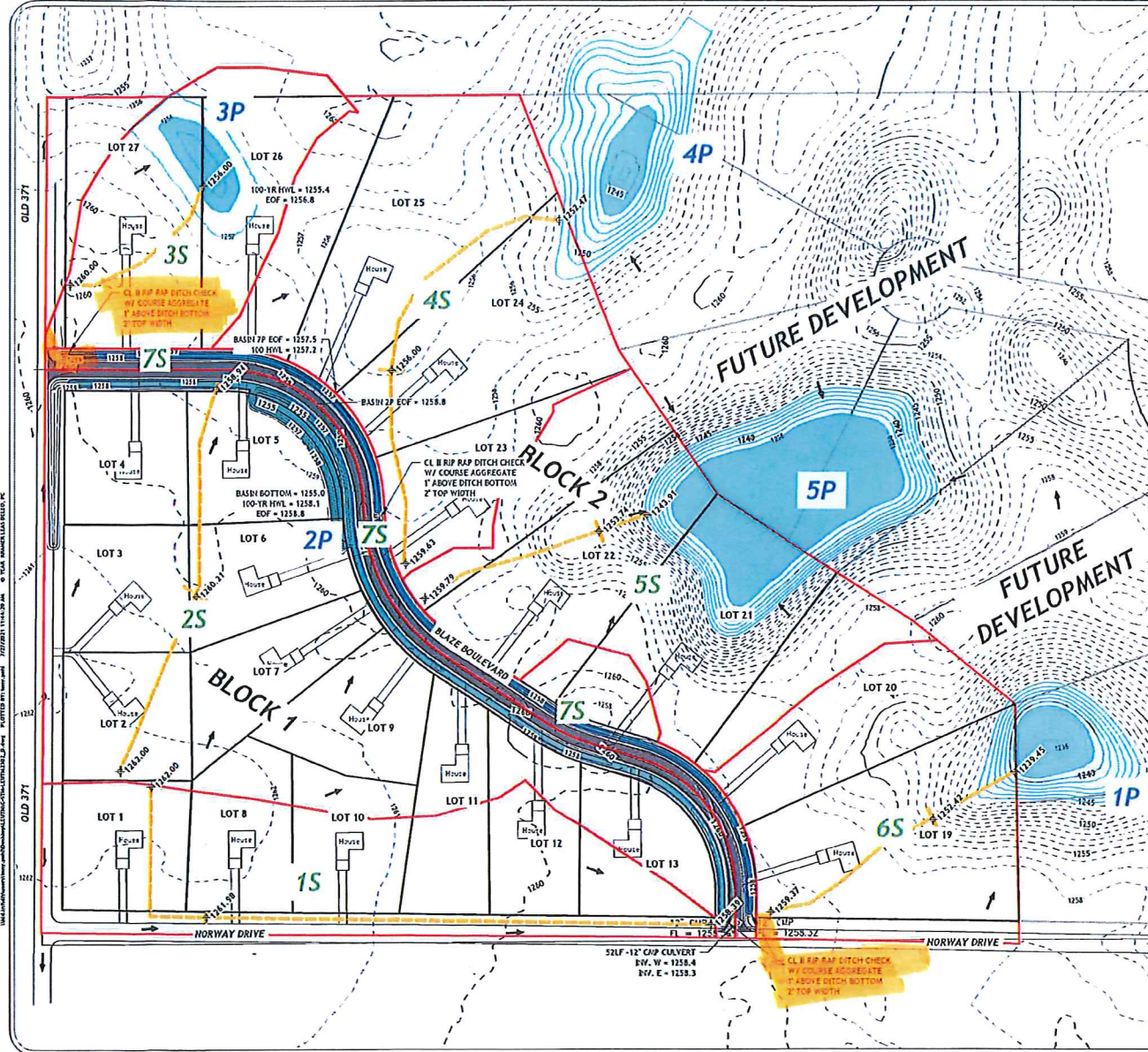
SOILS: SP-5M - SAND, LOAMY SAND - HYDRAULIC SOIL GROUP A

BASIN DESIGN FILTRATION RATE: 0.8"/HR (UPCA STORMWATER MANUAL)

ATTACHMENTS
 HydroCAD Report - Whitetail Hollows



— PROPOSED DRAINAGE AREA
 --- TOC PATH



DATE	REVISION	DESCRIPTION

DESIGNED BY: *[Signature]*
 CHECKED BY: *[Signature]*
 SCALE: 1" = 40' (PLAN)
 SCALE: 1" = 80' (SECTION)
 PROJECT NO.: 157/16032



DATE: APRIL 2014
 DESIGNED: TAP
 CHECKED: TAP
 SCALE: AS SHOWN

WHITETAIL HOLLOW DEVELOPMENT
 WHITETAIL HOLLOW, LLC
 SECTION 35, TOWNSHIP 137, RANGE 29
 CITY OF JENKINS

DRAINAGE EXHIBIT

Sheet No. C1.0



AGENDA ITEM #

8b.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: August 8, 2024

Subject: Clerk's Report

Report: Staff attended the quarterly Clerk's Network meeting that was held at Sourcewell. The presented their programs for local government, to which some changes have been made. All the funding applications are taken on a rolling basis from July 15 – June 15. Following is an overview of the some of the most noteworthy programs for the City:

BOOST FUNDS

- To address small projects with no match required
- Up to \$2K per fiscal year

MATCH FUNDS

- For projects that enhance operations and programs
- Up to \$50K per year
- 25% match of amount requested

IMPACT FUNDS

- Impact funds are the \$50K the City recently received. Information for the 25-26 funding will be available early 2025.

THIRD PARTY SERVICES REIMBURSEMENT

- To allow members to access professional outside services.
- Sourcewell reimburses 100% of costs up to \$20K
- Can be done with multiple requests.
- Pre-approval required

Candidate filings close August 13th at 5:00 PM. As of the date of this report, we have 1 candidate filed for Mayor and 2 candidates that filed for the 4-yearw Council seat. No candidates have filed for the 2-year special election Council seat.

The preliminary levy is due to the County no later than September 30, 2024. I would like to set up some budget workshops. Following are some options for dates:

August 19th

August 27th (designate this 2nd meeting of month as a budget workshop)

September 16th

September 24th meeting - certify the preliminary levy



PLANNING AND ZONING ADMINISTRATOR'S REPORT

1. **Permits/Approvals:** The Following permits/approvals were completed over the last month(s) by the Zoning Department:
 - a. **Rezone request** – Roman Siltman, 35220 Drake Circle. Application withdrawn.
 - b. **Sign Permit** – Sean Smuda/Shiners, 34174 2nd Avenue. Commercial sign installation.
 - c. **Land Use Permit** – Jon Lubke, 34013 North Oak Drive. Construction of 24X30 pole shed.
 - d. **Land Use Permit** – Jolee Reichenbach, 4090 County Road 145. Dwelling in transit, new septic.
2. **Correspondence:** The following correspondence was sent out by staff since the last meeting:
 - a. None.
3. **Code Enforcement:** City Staff is currently working in the following potential violations/enforcement actions. We will report in these on a monthly basis and/or as progress is made until the issue is resolved.
 - a. None.
4. **Planning Commission** – The Planning Commission is working on reviewing and possibly recommending ordinance amendments on the following:
 - a. **Shoreland and Floodplain Overlay Districts.** Remove references to the County Zoning Ordinance and County enforcement.
 - b. **Solar Energy Systems.** The current code allows for solar energy systems in the C-1 and C-2 districts with a Conditional Use Permit and in all other districts it is permitted. However the code does not have any criteria or performance standards for solar energy systems.
 - c. **Dwelling Units, Accessory Dwelling Units, Shouses, Tiny Homes.** For the past several years, these have been topics of discussion. Most recently is living quarters in Commercial Districts – sometimes referred to Accessory Dwelling Units. There are currently some buildings within the Commercial District that have dwellings and

more recently, we have had inquiries as to allowing that. One of the Housing Goals listed in the Comprehensive Plan is to provide a variety of housing option for residents. Before the Planning Commission delves too far into this, there is an option to create a Mixed-use District. Mixed-use districts are intended to create vibrant commercial streets that support the needs of nearby neighborhoods. They also encourage development that is pedestrian-oriented and transit-supportive. Mixed-use districts can include a combination of land uses, such as retail, office, service, and residential. The C-1 District or portions thereof could potentially support that type of district while attaining a housing goal the City has identified in the Comprehensive Plan. Is this something you would like the Planning Commission to research, review and recommend?