



CITY COUNCIL MEETING AGENDA Tuesday, August 27, 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 August 5th special meeting and August 12th regular meeting
 - c. Pre-written check #'s 24498-24514; **\$15,631.30**
 - d. Proposed check #'s 24515-24517 and EFT's **\$1,800.50**

TOTAL EXPENSES = \$17,431.80

5. Public 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 – Brad and Nancy Stockman
7. New Business
 - a. Resolution to Accept Donation
 - b. Appraisal quotes
 - c. 2025 Preliminary Budget discussion
8. Reports of Officers, Committees and Boards
 - a. Mayor's Report
 - b. Clerk's Report.
 - c. Parks report
9. Communications/Misc.
10. Adjournment

**COUNTY OF CROW WING
CITY OF JENKINS
DRAFT**MINUTES OF THE SPECIAL CITY COUNCIL MEETING**DRAFT
AUGUST 5, 2024**

CALL TO ORDER: The special meeting of the Council was called to order at 5:00 PM by Mayor Rudlang with the Pledge of Allegiance.

ROLL CALL: Present: Mayor Rudlang; Council members Flategraff, Siltman, Barnett and Haff; Clerk Okerman; Deputy Clerk Delougherty and Attorney Person.

SPECIAL MEETING PARAMETERS: Okerman stated that this special meeting was called and noticed in accordance with MS Statutes 13D.04, Subdivision 2. She said the only thing that could be discussed was what the meeting was noticed for, which was Whitetail Hollows and its Developer's Agreement. She said it was a public meeting but the Council only had one hour due to a Planning Commission meeting that was scheduled for 6 PM. She said special meetings and workshops generally did not take any public comment. Okerman then turned the meeting over to Mayor Rudlang. Rudlang provided a quick overview stating that 20 years ago Whitetail Hollows was platted without a Developer's Agreement. He said in recent years the property owners reinitiated the project. He noted there had been some issues to include the Developer being in default of the contract. He said the road was materially complete. Rudlang said he met with Leutem, who in turn provided him with a list of demands. The demands were that the turf establishment be deemed sufficient, he did not want to work with our City Engineer any longer or on any future projects, the letter of credit be closed out completely and he did not want to be responsible for the overages as he felt they were immaterial and were being used against him. Rudlang said at some time in the past, Leutem intended to detach to Jenkins Township and he was concerned with continuing legal conflicts. He said he felt the Council's responsibility was to plan and promote long term growth by supporting projects and tax development; to mitigate legal and financial risks and balance short-term and long-term expenses. Rudlang stated he did not want to get a reputation that the City was inhospitable and hard to work with. Flategraff said that it was up to the Engineer if the turf establishment was acceptable or not. He said he may consider using another engineer. Rudlang asked if anyone had driven the new road. Haff stated she did and observed some bare spots. Flategraff said there should be good turf establishment with all the rain received in the spring. He said if it wasn't established, the City would have to do so at the City's cost. Haff stated she did not think the costs should be borne by anyone but the Developer. She noted that this was especially important in this case as the rules were not followed. She felt the Council had to look

out for the City and taxpayers and if Leutem's list of demands were agreed to, demands from others going forward would as well. Rudlang suggested that the City put in 1% for each development to show support of the project. He stated Leutem had threatened to detach to Jenkins Township in the past. Haff said the rules were specifically laid out in the Developer's Agreement. She said there was a cost overage but that was due to Leutem not following the rules. Rudlang said if Leutem's venture failed, the city failed. Peron said that mediators make both sides feel like they were losing. He said that was done with intent so both sides work on a settlement. Haff said she could understand meeting in the middle to make it work. She did not feel the turf establishment was a make it or break it deal. However she stated the warranty period and securities was. Rudlang said Leutem was concerned with the City using the rest of the Letter of Credit. Okerman stated that there were some invoices from WSN that were included in the outstanding fees that had been incurred prior to the Developer's Agreement being signed. She said they were primarily for the road standard recommendation, which benefitted the City as a whole. Person said that City could use another engineer on Phase II. He stated that could be a compromise if Leutem complied then a condition on Phase II could be included for the inspection portion of the project be a different engineer. Flategraff said it was Leutem who came to the City Council 20 years ago to annex into the City and develop the property in Jenkins. Flategraff added Leutem said that he leveraged property in the Twin Cities and noted it felt like Leutem wanted the City to do what they could to make him money. Rudlang expressed concerns what would happen in the future if the City ended up with an unworkable situation. Siltman said it was a detriment to the City if the Council gave Leutem everything he wanted. He stated the City had already changed its developer's agreement for him. He said the City allowed one house permit and Leutem was always pushing the City to change things for him and felt the City was being strong-armed. Haff asked Rudlang what he wanted the City to do. She said the Attorney had presented some options. She asked if Rudlang wanted the City to give in to his demands. Rudlang said the Council was the decision maker. Flategraff said that the City hired outside people for their expertise. He said he was willing to work with Leutem but did not feel that was being reciprocated. Siltman said the City had an Engineer for a reason. He stated the \$20K in warranty securities as being very generous on the City's part. He said he would like to see more turf establishment, didn't expect a golf course but did not want to see patches of bare dirt. Siltman said he was not opposed to working with Leutem but all parties signed the Developer's Agreement and those conditions should remain. He said the City has not pointed fingers, but felt it was Leutem's errors and disregard for the Developer's Agreement that brought the Council to this point. Barnett agreed with Siltman. He said he would consider forgiving some of the invoices incurred for establishment of road standards. He agreed more turf should be

established but was not sure if it should be a sticking point. He said he felt the City should remain with Widseth and should require the \$20K letter of credit. Attorney Person said the City could require a warranty bond but that involved an insurance company. He said a letter of credit did not cost Leutem anything additional. He said worst case scenario the City could sue Leutem. He noted a warranty bond only covered what was completed on the project to date and wouldn't be applicable if the project stopped where it was. Rudlang said he would like the turf establishment issues to be removed. He said he did not like the idea of using another engineer and noted closing out the letter of credit was another compromise. He posed the question if the Council felt the City was a partner in developments. He felt that the City was a partner as it helped the City grow. He said the City would not be pleased with a triple overage in engineering fees. He said he did not want the City to get a reputation of not being flexible. Siltman said that there was a signed Agreement that Leutem himself edited and proceeded to sign. He did not feel the City was setting any precedent for any future development but more for Phase II with Leutem. Haff agreed. She asked what Leutem thought the warranty amount would be. Flategraff said Leutem blamed things on the Engineer but Leutem also sat in the Council chambers and he was told to contact Widseth on more than one occasion. Leutem did not do that and proceeded with constructing the road without City knowledge. Haff said she felt the City was willing to work with him but Leutem was not willing to work with the City. Rudlang said he did not necessarily disagree but expressed some concerns with how Leutem would proceed. **After further discussion, it was Council consensus to have two Councilmembers meet with Leutem.** Okerman recommended that it be held at City Hall so staff could be there as well or at a minimum, have it via Zoom so it was recorded.

ADJOURNMENT: A motion to adjourn the special City Council meeting at 6:00 PM was made by Flategraff and seconded by Siltman; all present voted aye.

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**DRAFT
AUGUST 12, 2024**

- CALL TO ORDER:** The regular City Council 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 Flategraff, Siltman, Barnett and Haff; Clerk Okerman. Audience members via Zoom: Nancy Stockman and Mark Leutem.
- AGENDA ADDITIONS:** Flategraff requested to add discussion on hosting a community social under communications/misc.
- CONSENT AGENDA:** Rudlang requested a clarification on the minutes related to his comments about deviating from the Developer's Agreement. **The Consent Agenda was approved as follows on motion by Flategraff and second by Siltman. All present voted aye.**
- 4a. Agenda
 - 4b. Minutes of the July 23rd regular City Council meeting with changes.
 - 4c. Financial Report through July 31, 2024
 - 4d. Pre-written check #'s 24479-24484 & EFT; **\$10,670.25**
 - 4e. Proposed check #'s 24485-24496 & EFT; **\$5,602.46**
- TOTAL EXPENSES = \$16,272.71**
- OPEN FORUM:** None.
- UNFINISHED BUSINESS:** Earle Jenkins Estates: Okerman reported that she drafted a Developer's Agreement for Earle Jenkins Estates. She noted staff, Engineer Reese and Attorney Person had reviewed the Agreement and comments from all were included. Nancy Stockman, Earle Jenkins Estates, was present via Zoom and stated she did not have time to read through the Draft Developer's Agreement. Flategraff stated he felt the City should require the utilities be installed prior to the road being paved. Haff said she liked the additions to the draft and felt it would help keep things upfront and clear. **Flategraff made motion to table the Developer's Agreement.** Rudlang said the Council could approve the Agreement contingent upon Stockman's agreeing to it so as not to hold up the project if they were amendable to the conditions. **Flategraff rescinded his motion.** Flategraff said he had a concern with allowing a pre-bituminous road when a paved road was required in Whitetail Hollows.

Rudlang stated a gravel road seemed characteristic of the neighborhood. Flategraff said he felt the Council needed to be consistent and needed a more uniform plan. Rudlang said he felt every development was unique. Barnett said he felt it was dependent on the development. He noted if there were \$500K and over homes, it was likely they would want bituminous in that development. Rudlang said he did not want a bituminous requirement to be a stagnating point due to costs. Okerman said there were only two development remaining that had been recorded prior to improvements being constructed. She noted going forward any new development would not have these issues. **Haff made motion to approve the Developer's Agreement between the City of Jenkins and the Stockman's contingent upon Stockman's approval. Siltman seconded the motion. All present voted aye.**

Whitetail Hollows: Okerman reported she drafted a new resolution accepting Blaze Boulevard incorporating Mark Leutem, Developer of Whitetail Hollows, requests as well as some outstanding items. She noted each item was separated out so they could be discussed one item at a time. She said the first item that was not included in the Resolution was in regards to engineering services.

Engineering services: Flategraff said he felt Widseth was the City's engineer and the City should remain with Widseth. Leutem said he did not think Widseth was objective and said he would like an independent engineering firm to finish up the warranty period. He said he asked for a list of things that needed to be done at a Council meeting where Reese was present and a stormwater pollution protection plan (SWPPP) was not mentioned. He mentioned other items he was displeased with. He said he had questions on some Widseth invoices and would like detail on the invoices. Leutem said he was never told there was an overage from the escrow he provided. He noted he did not trust that he would get any of his warranty money back. Flategraff said he had concerns with the SWPPP not being submitted. He said that was a State requirement for disturbance of land over 1-acre and felt Leutem's engineer and/or contractor should have known that and taken care of that. He stated Leutem started construction without notifying the City, which contributed to a lot of the issues. The Council discussed using a different engineer for the rest of the Whitetail Hollows project. Barnett, Flategraff and Siltman expressed they wanted to use Widseth. Haff and Rudlang felt a different engineer could be considered. Siltman reiterated Widseth was the City engineer. He noted the City used them on City projects and felt if there was a change it should be at the Engineer's request.

A motion to table using a different engineering firm for the remainder of Whitetail Hollows project for more feedback was made by Barnett. Siltman seconded the motion. Barnett, Siltman and Haff vote aye. Flategraff and Rudlang voted nay. Motion carried.

Turf Establishment: Flategraff stated there had been precedence set in regards to turf establishment in the Pleasant Acres Development. He noted that the warranty was not released until it was established to the engineer's recommendation. Rudlang reminded the Council that the resolution presented was to accept Blaze Boulevard. Leutem stated the Developer's Agreement stated he had to have materials, but nowhere did it say he had to have extra sod. Leutem said Mayor Rudlang agreed Blaze Boulevard was the best road in Jenkins. He stated there would not be any runoff from the field and that it would come from the road. He said if there was a drought next spring he shouldn't have to re-seed the whole project next year. Rudlang felt this was an unnecessary pain point to get hung up on. Flategraff stated that the requirement was not that the project be sodded. Rudlang said it had been a particularly rainy year with a lot of heavy rainfalls. He noted he did a site visit after some of the heavy rainfalls and did not see any areas of concern and there were no areas of erosion. Barnett agreed there wasn't anything spelled out in the Developer's Agreement related to the level of turf establishment. He felt it was acceptable since the turf met the State requirements. However he said the City should come up with a number going forward. Siltman stated that turf establishment was listed in the Agreement. He said there were bare areas and he wanted to see those corrected. Haff agreed and said she saw bare spots as well. Rudlang said he felt Leutem's position was on the level of establishment of the turf. Leutem asked where in the agreement that was listed. Flategraff said he felt it should be more established. Rudlang asked if the Council could agree for the level of establishment to be clarified in the future.

Motion to deem the turf acceptable was made by Flategraff. Barnett seconded the motion; all present voted aye.

Ditch Checks: Leutem stated that a neighboring property owner asked for the ditch check in question to be placed where it was. He said his excavator did not see why the two other ditch checks needed to be installed. The Council questioned which ditch checks were the issue. Okerman said there was an approved plan that showed the ditch checks and the placement of them. Flategraff said he felt they needed to be built as approved. Barnett agreed and said they were put on the plan for a reason.

Flategraff made motion to install ditch checks as approved and submitted; Siltman seconded. All present voted aye.

Permanent drainage easements: The Council discussed the requirement of conveying permanent drainage and utility easements to the City. Leutem said that was being completed. **It was consensus to leave that as a condition in the presented Resolution.** No action was needed.

Warranty Securities: Rudlang stated that the City was requiring securities of \$20K for turf for first year with another \$10K for second year. He said he did not think that was necessary. He stated he felt Leutem would stand behind the road if there were any issues with the road. He felt the City could release the whole letter of credit and not require the securities. Rudlang noted it was a concern of Leutem's. Leutem said the issue was a \$207K Letter of Credit was in place and he had \$227K in bills. His concern was who would not get paid and noted he and his wife had money that was coming out of their pocket. Flategraff said he had hard time releasing the extra \$20K in securities. He stated the city could have required a performance bond, which would have cost Leutem more money. Siltman agreed and said the City needed to keep the \$20K Letter of Credit adding that was the City's security. Siltman said the project was over budget and felt Leutem was trying decide where to come up with the money. Haff agreed the City should require holding the securities, but was not sure about the amount. Leutem asked why it was that arbitrary amount. Flategraff expressed the City needed to have warranty and assurances. He said Leutem had been fighting the City every step of the way and said he felt Leutem tried to make the City feel like they were taking advantage of him. He said it appeared Leutem always wanted more but was not willing to give anything. Rudlang said everything appeared to be satisfactory with the road and felt releasing the whole letter of credit would be a small concession the City could make. Okerman stated the amount for the securities was not an arbitrary number. She said it was project based on an inspection. She said the inspection was done and items such as the status and completeness of the project was considered.

Haff made motion to have \$20K remain in place for the first year warranty. Siltman seconded the motion. Haff, Siltman, Flategraff and Barnett voted aye. Rudlang voted nay. Motion carried.

Rudlang asked what the Council felt about the warranty for the second year. Flategraff said he would be willing to drop the second year to zero dollars.

A motion was made by Flategraff to drop the second year of warranty. Barnett seconded the motion. Siltman said he felt the City should keep the \$10K in place.

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

Outstanding fees: Okerman reported that she had removed 2 invoices from the outstanding fees that were incurred as they were prior to the Developer's Agreement being executed. She said that was based on discussion from the special council meeting. Leutem stated he had concerns with the engineering cost overages. He said he was shocked he had to explain himself. Siltman asked if he was just recently made aware of the overages. Leutem said he was. Okerman said he was not over his escrowed amount until recent bills. She said Widseth could provide a detailed breakdown. Leutem said he did not think the billing was truthful. Okerman noted that the original Engineers estimate was higher. However, Leutem would not agree to that amount. She said concessions were made on the fore front by the City. Haff stated the outstanding fees needed to be paid. Barnett agreed. Rudlang asked if anyone as amendable to splitting the fees.

A motion to split the remaining overage costs of \$4,727.00 was made by Rudlang. Rudlang added he felt the taxpayers would get more back due to the development. **Motion died for lack of second.**

Flategraff moved to split the original amount of \$6,241.75. Rudlang seconded. Siltman said he disagreed and noted every time the City did a road project, 10% was set aside. He said the City should not waiver and not let Developers tell the City what to do. Haff said she wholeheartedly agreed. She said it was not her responsibility to pay for a development that she had nothing to do with. She said the Council talked about Jenkins being a retirement and beginning family community and did not think it was fair to ask taxpayers to pay someone else's bill. Rudlang said he felt helping any developments was helping the long term goals of the city by increasing the tax base so the levy could go down.

Flategraff said he felt it would be subsidizing a private business. **Rudlang and Flategraff voted aye. Haff, Barnett and Siltman vote nay. Motion failed.**

Siltman made motion to leave the outstanding fee amount at \$4,727. Barnett seconded the motion; all present voted aye.

NEW BUSINESS:

None.

REPORTS:

Mayor: Mayor Rudlang reported he would be attending the Mayor's prayer breakfast.

Planning and Zoning: Okerman reported on recently issued permits and items the Planning Commission was working on. She discussed establishing a multi-use district. The Council was in agreement to research that with the exception of Siltman who abstained on weighing in. He noted this was due to attendance issues at the Planning Commission meetings and strong opinions of some members. He said the City needed to make decisions and keep moving forward. Haff suggested the Council make some recommendations back to the Planning Commission. Rudlang said he had been considering having an outside person come to the City to do some training about roles and responsibilities. Okerman said she would look into it and noted that all the Council and Commission would have to be committed to it and it would likely be a weekend.

MISC./COMMUNICATIONS: Flategraff said he would like to see a community event and the annual tree lighting event be brought back. He said it would take participation of all the Councilmembers. He reported he attended the Heartland Cable Commission meeting and was on the committee for choosing scholarship recipients.

ADJOURNMENT: **A motion to adjourn the regular City Council meeting at 8:45 PM was made by Barnett and seconded by Flategraff; all present voted aye.**

Approved this _____ day of _____, 2024.

Krista A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

4c

Fund Name: All Funds

Date Range: 08/13/2024 To 08/22/2024

<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>
08/13/2024	Payroll Period Ending 08/10/2024	024498	07/28 - 08/10/24 pay period, CC and Insurance	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	024498				\$ 230.87
08/13/2024	Payroll Period Ending 08/10/2024	024499	07/28 - 08/10/24 pay period, CC and Insurance	N	Clerk	100-41425-101-	\$ 857.91
		Total For Check	024499				\$ 857.91
08/13/2024	Payroll Period Ending 08/10/2024	024500	07/28 - 08/10/24 pay period, CC and Insurance	N	Payroll Administration	100-41501-131-	\$ 364.30
		Total For Check	024500				\$ 364.30
08/13/2024	Payroll Period Ending 08/10/2024	024501	07/28 - 08/10/24 pay period, CC and Insurance	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	024501				\$ 230.87
08/13/2024	Payroll Period Ending 08/10/2024	024502	07/28 - 08/10/24 pay period, CC and Insurance	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	024502				\$ 230.87
08/13/2024	Payroll Period Ending 08/10/2024	024503	07/28 - 08/10/24 pay period, CC and Insurance	N	Clerk	100-41425-101-	\$ 1,465.84
		Total For Check	024503				\$ 1,465.84
08/13/2024	Payroll Period Ending 08/10/2024	024504	07/28 - 08/10/24 pay period, CC and Insurance	N	Payroll Administration	100-41501-131-	\$ 381.41
		Total For Check	024504				\$ 381.41
08/13/2024	Payroll Period Ending 08/10/2024	024505	07/28 - 08/10/24 pay period, CC and Insurance	N	Payroll Administration	100-41501-131-	\$ 277.10
		Total For Check	024505				\$ 277.10
08/13/2024	Payroll Period Ending 08/10/2024	024506	07/28 - 08/10/24 pay period, CC and Insurance	N	Public Works/Maintenance	100-43102-103-	\$ 774.34
		Total For Check	024506				\$ 774.34
08/13/2024	Payroll Period Ending 08/10/2024	024507	07/28 - 08/10/24 pay period, CC and Insurance	N	Council/Town Board	100-41110-106-	\$ 277.05
		Total For Check	024507				\$ 277.05

Fund Name: All Funds

Date Range: 08/13/2024 To 08/22/2024

<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>
08/13/2024	Payroll Period Ending 08/10/2024	024508	07/28 - 08/10/24 pay period, CC and Insurance	N	Public Works/Maintenance	100-43102-103-	\$ 173.56
	Total For Check	024508					\$ 173.56
08/13/2024	Payroll Period Ending 08/10/2024	024509	07/28 - 08/10/24 pay period, CC and Insurance	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	024509					\$ 230.87
08/13/2024	Tri-County Septic Inspection	024510	Septic Inspection - 4090 County Rd 145 Keith Lumley	N	New Sewer Services	100-43254-310-	\$ 35.00
	Total For Check	024510					\$ 35.00
08/13/2024	TDS	024511	Phone and internet	N	General Government Buildings and Plant	100-41940-321-	\$ 177.82
	Total For Check	024511					\$ 177.82
08/13/2024	Lakes Pavement Maintenance	024512	Seal coating 648.00 2nd coat 550.80, crack sealing 565.20	N	Park Areas	100-45202-225-	\$ 1,764.00
	Total For Check	024512					\$ 1,764.00
08/13/2024	Elan Financial Services	024513	supplies, flagpoles/flags, fuel, irrigation heads, replacement mailbox-Kline no-ip, solar	N	Clerk	100-41425-208-	\$ 37.99
		024513				100-41425-352-	\$ 68.00
		024513				100-41425-433-	\$ 139.99
		024513				100-41425-438-	\$ 33.95
		024513			Highways and Streets	100-43101-212-	\$ 307.14
		024513			Park Areas	100-45202-221-	\$ 3,811.41
		024513				100-45202-225-	\$ 327.68
	Total For Check	024513					\$ 4,726.16
08/13/2024	City of Pequot Lakes	024514	Police Contract Invoice #2379	N	Police Administration	100-42110-315-	\$ 3,433.33
	Total For Check	024514					\$ 3,433.33
Total For Selected Checks							\$ 15,631.30

4d.

Date Range : 7/22/2024 To 8/22/2024

<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>
08/13/2024	MN Power	Street lights and electricity	2494	\$1,112.18	100-43160-381- 100-41940-381-	Street Lighting General Government Buildings and Plant	24515 \$654.91 \$457.27
08/15/2024	AAA Rental Inc	Inv. 115190 trimmer line and Inv. 116393 4 cycle oil	2495	\$47.96	100-43102-212- 100-43102-221-	Public Works/Maintenance Public Works/Maintenance	24516 \$23.97 \$23.99
08/21/2024	Crow Wing Power	7/8 to 8/8/24 electric service	2496	\$24.00	100-43160-381-	Street Lighting	24517 \$24.00
08/22/2024	PERA	07/27 - 08/10/24 pay period	2497	\$556.36	100-41425-115- 100-43102-115- 100-41501-121- 100-41425-115-	Clerk Public Works/Maintenance Payroll Administration Clerk	EFT \$70.77 \$62.08 \$298.05 \$125.46
08/22/2024	State of IA	CSE 07/27- 08/10/24 Pay Period	2498	\$60.00	100-41425-175-	Clerk	EFT \$60.00
Total For Selected Claims				\$1,800.50			\$1,800.50

Date



AGENDA ITEM #

6a.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: August 22, 2024

Subject: Earle Jenkins Estates

Report: Brad and Nancy Stockman have requested to be on the agenda regarding Earle Jenkins Estates. I have attached the draft Developer's Agreement and plat for your reference.

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 Bruner 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 it's 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.

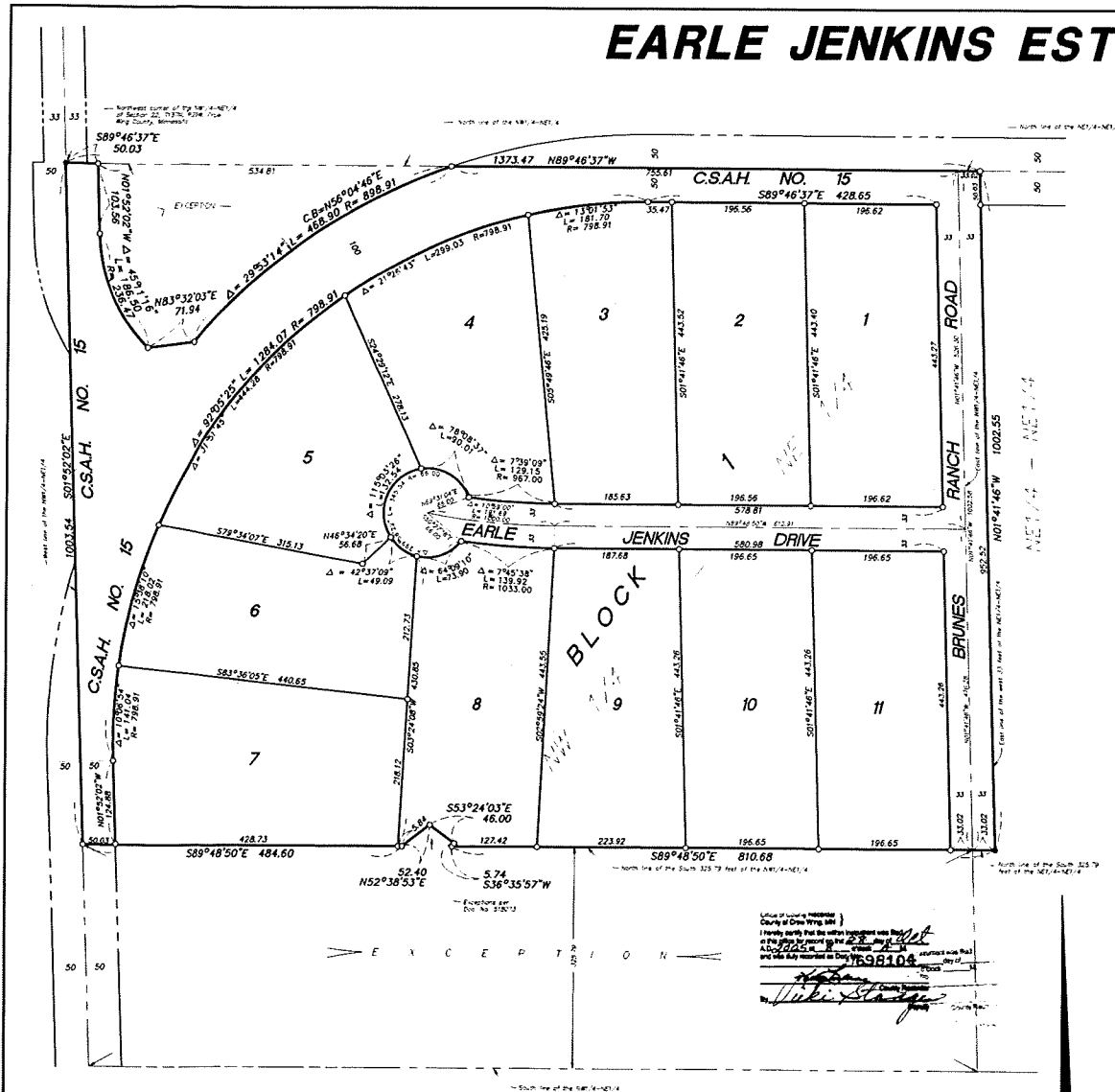
In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, 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]

EARLE JENKINS ESTATES

Westwood
Professional Services, Inc.



KNOW ALL PERSONS BY THESE PRESENTS: That Doug B. Junker, single, fee owner, and Bruce J. Brunos and Barbara A. Brunos, 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 325.79 feet of said Northwest Quarter of the Northeast Quarter described in Doc. No. 517073. 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 186.50 feet along a tangential curve concave to the northeast, said curve has a radius of 236.47 feet and a central angle of 45 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 468.00 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.

(BRUNOS 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 325.79 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, Brunes 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.

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

Bruce J. Brunos
Bruce J. Brunos

Barbara A. Brunos
Barbara A. Brunos

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

Deborah J. Shetka
Deborah J. Shetka
Notary Public, Crow Wing County, MN
My Commission Expires 12/22/08

DEBORAH J. SHETKA
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 565.02, Subd. 1, or public highways 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 P. McKenzia
Kevin P. McKenzia
Notary Public, Crow Wing County, MN
My Commission Expires 11/11/08

KEVIN PATRICK MCKENZIE
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2008

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.

Walter Riem
Walter Riem
Mayor

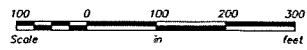
John M. Clark
John M. Clark
Clerk

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

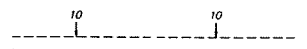
Roy Laakkoen
Roy Laakkoen
Auditor, Crow Wing County, Minnesota

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

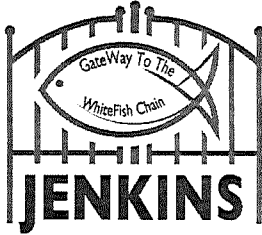
Laurence E. Berden
Laurence E. Berden
Treasurer, Crow Wing County, Minnesota



Drainage and Utility Easements are as shown below:



(No Scale)
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.



AGENDA ITEM #

7a.

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty

Date: August 27th, 2024

Subject: Donation

Report: Don and Marna Lohse won a bench at the Backus Lions Club Raffle, and have donated it to the City of Jenkins on behalf of the Lion's Club to be installed at Jenkins Veteran's Memorial City Park.

Attached is Resolution 24-08-295 Accepting Donation of Bench

Requested Action: Approve Resolution 24-07-295 Accepting Donations to the City of Jenkins.

CITY OF JENKINS
RESOLUTION NO. 24-08-295
A RESOLUTION ACCEPTING A DONATION TO THE CITY OF JENKINS

WHEREAS, the City of Jenkins is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash and/or equipment set forth below to the city:

<u>Name of Donor</u>	<u>Donation</u>
Don & Marna Lohse, On behalf of Jenkins Area Lion's Club	Bench

WHEREAS, the terms or conditions of the donations, if any, are as follows:

Terms or Conditions
For sure at Jenkins Veteran's Memorial City Park.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JENKINS, MINNESOTA AS FOLLOWS:

1. The donation described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the Jenkins City Council this 27th day of August, 2024.

Andrew Rudlang, Mayor

ATTESTED:

Krista A. Okerman, City Clerk-Treasurer



AGENDA ITEM #

7b.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: August 22, 2024
Subject: Appraisal Quotes

Report: Attorney Person recommended to have an appraisal completed on the property located south of the ball field, which the City has been posed with an opportunity to buy. I received two quotes for an appraisal as follows:

Malinda Johananek - \$1,000 and can be completed by 9/13
Bill Ludenia - \$700 and can be completed in September.

Budget Impact: \$700-\$1K

Council Action Requested: Motion to approve appraisal by (TBD - Council's choice).



AGENDA ITEM #

7c.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: August 22, 2024

Subject: 2025 Preliminary budget discussion

Report: Attached please find some very preliminary items for consideration/discussion for the 2025 preliminary budget. If there are projects/expenditures you would like to see and/or cost estimates on particular items, you can let me know and I will include them a budget workshop.

2025 BUDGET CONSIDERATIONS

PARKS AND RECREATION:

1. Receipts
 - a. Consider charging a nominal fee for reserving picnic shelter at Veterans Park and concession stand to aid on garbage, electric, maintenance and satellite costs.
 - b. Possible grant opportunities:
 - i. Sourcewell funding opportunities
 - ii. DNR matching grants
2. Expenditures:
 - a. Black dirt for pollinator garden
 - b. Playground or other equipment
 - c. Wood chips – approximately \$2,500
 - d. Porta-potty
 - e. Mowing and weed control
 - f. Paul Bunyan Scenic Byway panel information
 - g. Sprinkler head replacement.
 - h. Finish interior of pump house
 - i. Consider having permanent lights installed for flag at Veterans Park

STREETS/ROADWAYS:

1. Receipts:
 - a. Small Cities Assistance – \$23,403
2. Expenditures:
 - a. Dust control
 - b. Seal coating
 - i. Blaze Blvd.
 - c. Crack filling
 - i. All streets
 - d. Other improvements
 - i. Cottage Avenue
 - ii. Gleason Street
 - iii. Veterans Street from CR 145 to TH 371
 - Feasibility Study
 - ROW plat needed prior to any improvements
 - iv. Reserves for future projects
 - e. Street signs and E-911 replacement
 - f. Engineering
 - g. Road grading
 - h. Beaver control

ADMINISTRATION/OFFICE:

1. Receipts
 - a. New buildings on tax roll
 - b. LGA - \$28,868
2. Expenditures
 - a. Zoning compliance and blighted property clean-up.

b. City Hall building improvements/repairs.

PUBLIC WORKS

1. Equipment
2. Brush hog rental
3. M & R for equipment
4. Fuel for equipment
5. Shop supplies

MISCELLANEOUS PROJECTS:

1. Gazebo at Cemetery – needs staining
2. 2025 Bond payment - \$46,160



AGENDA ITEM # _____

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: August 24, 2024

Subject: Park and Rec Committee recommendations

Report: Attached please find information regarding a Born Learning Trail that the Parks and Rec Committee reviewed and considered per the following email correspondence from Tracy Wallin of the United Way:

“Hello Krista!

I wanted to reach out and see if Jenkins would be interested in having a Born Learning trail installed around the playground? The Born Learning Trail is a series of signs that encourages child and adult interaction while also supporting learning. I think it would be a great addition alongside the playground. We have one set of English signs purchased and ready to go, we are just looking for a home for them :) There is a spanish version of the signs if you wanted to offer a bilingual experience.

Last August we installed a set of signage in Kiwanis Park in Brainerd if you want to visit that to see exactly what we are proposing. The attached video shows the finished project at Kiwanis Park. The local Kiwanis club and their highschool Key Club members assisted with painting that day. This could be a great opportunity for a local service organization to get involved. The United Way would maintain the painted portion of the trail going forward with annual touch-ups. Although this may be a great future project for a couple students during the Pequot Lakes High School Day of Caring.

To learn more about the Born Learning trail visit our website:

<https://www.unitedwaynow.org/born-learning-trails>

I would be happy to come in to visit if you want to know more about it.

Looking forward to working with you!

Tracy”

Budget Impact: \$0.00

Council Action Requested: The Parks and Rec Committee has reviewed this opportunity and recommend approval of the installation of the Born Learning Trail around the playground at Veterans Park.

The City received a donation of a bench from the Lions Club. The Lions club would like to know the location of where that bench would be located. They are respectfully requesting that the bench be placed near the flag display.

The basketball court at Veterans Park was recently resurfaced. It did not included any striping. The Parks Committee received quotes on striping court at Veteran Park with one of the quotes being a verbal quote. The Committee is recommending accepting the quote from Pavestripe in the amount of \$250.00 for painting the basketball lines contingent upon receiving a paper quote.

Budget Impact: \$250.00

Council Action Requested: Motion to approve the quote from Pavestripe in the amount of \$250.00 contingent upon receiving a paper quote.

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Born Learning Trails



Born Learning Trails

Learning happens everywhere a child goes, but parents, grandparents, and caregivers may not always know how to support that learning. With Born Learning Trails, excursions to the park can turn into fun learning moments. Born Learning Trails consist of ten signs featuring activities that any adult can play with young children.

Kiwanis Park Born Learning Trail

In August 2023, Lakes Area United Way installed the area's first Born Learning Trail at Kiwanis Park in Brainerd. Featuring signage in both English and Spanish, the Born Learning Trail at Kiwanis Park was purchased with funding from Crow Wing County through the Statewide Health Improvement Partnership, and installed by volunteers from the Brainerd Kiwanis Club and Brainerd High School Key Club.

Kiwanis Park is located at 1101 E River Rd, Brainerd, MN 56401

Portable Born Learning Trail

The Lakes Area United Way owns a portable version of the Born Learning Trail, which promotes learning opportunities to community events and festivals. If you are interested in bringing this trail to a local event near you, contact us to learn more about volunteering as a Born Learning Trail Ambassador!