

CITY COUNCIL MEETING AGENDA Monday, September 9, 2024 @ 6:00 PM

Mayor: Andrew Rudlang

City Clerk: Krista Okerman

City Attorney: Brad Person

Jerimey Flategraff (Mayor Pro-Tem)

Roman Siltman Ryan Barnett Melissa Haff

City Council:

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. Financial Report through August 31, 2024
 - c. Pre-written check #'s 24518-24522 & EFT's \$6,274.66
 - d. Proposed check #'s 24523-24533 and EFT; \$15,868.80 TOTAL EXPENSES = \$22,143.46
- 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
- 7. New Business
 - a. Capital Improvement Plan Update Widseth
 - b. 2025 Law Enforcement Contract
 - c. TextMyGov proposal
- 8. Reports of Officers, Committees, Staff
 - a. Mayor's Report
 - b. Clerk's Report
 - c. Roads report
 - d. Parks report
- 9. Miscellaneous/Communication
- 10. Adjournment

For the month ending: Bank account	August 31, 2024 Account #	Balance	O/S Checks O/S Deposits Ending Bal.	nding Bal.	Check #	O/S check amt.
First National Bank					24515	1112.18
Checking (NOW)	XXX359	273,858.97	6,146.93	267,712.04	24516	47.96
Savings	686XXXX	46,371.33		46,371.33	24517	24.00
4-year CD	XXXXX423	57,808.05	0.00 0.00	57,808.05	24519	1566.63
4 M Fund				0.00	24520	729.30
Bond	XXX201	139,025.33		139,025.33	24521	2,620.86
Money Market	XXX101	2,991.65		2,991.65	24522	46.00
Money Market - Street Reserves	XX102	10,850.38		10,850.38		
CD #1359947-1 (Mat. 9/16/24)		100,000,00		100,000.00		
TS #298598-1 (Mat. 5/29/25)	XXX101	100,000.00		100,000.00		
TS #297657-1 (Mat. 11/26/24)		100,000.00		100,000.00		
4M Fund TOTAL		452,867.36	Totals Cash per CTAS	824,758.78 824,758.78	Property	
Assigned Operational (6 months)	372,944.76					
Operational Reserve	57,808.05		Difference	00.00		
Committed Funds	260,344.88		*check issued in 2023 was voided in 2024	led in 2024		
Debt Service	133,661.09	4	chk#24210 \$325.00-added \$325 to 2024 fund balance	to 2024 fund		
Fund Balance Total	824,758.78					
Commited Funds Breakdown						
Future Streets	270,234.18	270,234.18 (4M fund)	•			6,146.93
Parks and Rec	25,288.91	3,307.50 chips	EEP			Ę
Gambling Proceeds	28,298.81		\$500 donation \$10K Sourcewell (3/24/21)	(3/24/21)		
Heavy Equipment	21,632.73		\$5K Region V (3/28/22)	28/22)		
SCDP	7,331.90		\$5K City Approved (3/28/22)	d (3/28/22)		
EEP Grant	934.88					
ARPA	1,253.37	1,253.37 *50K allocated	SCDP			
TOTAL	354,974.78		\$5K - City approved (11/9/2020)	ed (11/9/202	(0;	
Committed Funds total balance to remain unchanged unless approved by City Council.	unchanged unless ap	proved by City Cou	Incil. \$10K Brainerd HRA (5/3/22)	3A (5/3/22)		
SCDP, EEP Grant funds to remain in checking	checking to allow for	expenditures upo	to allow for expenditures upon approved 2022 CC projects			

8/1/2024 To 8/31/2024

For the Period:

Name of Fund	<u>Beglnning.</u> <u>Balance</u>	<u>Total</u> <u>Receipts</u>	<u>Total</u> Disbursed	<u>Ending</u> <u>Balance</u>	Less Deposits In Transit	<u>Plus</u> Outstanding <u>Checks</u>	Total Per Bank Statement
General Fund	\$462,588.85	\$3,876.88	\$23,733.51	\$442,732.22	\$0.00	\$6,146.93	\$448,879.15
CARES/ARPA	\$1,253.37	\$0.00	\$0.00	\$1,253.37	\$0.00	\$0.00	\$1,253.37
Small Cities Development Program	\$5,527.42	\$0.00	\$0.00	\$5,527.42	\$0.00	\$0.00	\$5,527.42
Charitable Gambling Fund	\$28,128.62	\$0.00	\$5,575.41	\$22,553.21	\$0.00	\$0,00	\$22,553.21
2023A Improvement Program Fund Account	\$195,598.05	\$0.00	\$0.00	\$195,598,05	\$0.00	\$0.00	\$195,598.05
4-year CD #10096423 - Ops Reserve	\$57,808.05	\$0.00	\$0.00	\$57,808.05	\$0.00	\$0.00	\$57,808.05
Savings Account-Committed Funds	\$176,502.98	\$19.05	\$0.00	\$176,522.03	\$0.00	\$0,00	\$176,522.03
2023 Street Improvements Construction	(\$77,844.07)	\$608.50	\$0.00	(\$77,235.57)	\$0.00	00.0\$	(\$77,235.57
Total	\$849,563.27	v\$4,504.43	\$29,308.92	\$824,758.78	\$0.00	\$6,146,93	\$830,905.71

Date

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Receipt# Description
332241 Candidacy Filing Fee
332242 Candidacy Filing
332251 fines
332243 Candidacy Filing-2yr Election
332244 Land Use Permit 24-826
332245 filing candidacy-Mayor 24-06
332246 4yr Council candidacty filing 24-07
332247 Land Use Permit #24-826 for Jolee Reichenbach, 4090 CR 145
332249 checking and savings

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	Void Account Name	N Interest Earning
	Deposit ID	(08/31/2024) -
	Description	interest and dividends GO
08/01/2024 To 08/31/2024	Receipt #	332250
08/01/20	Remitter	PMA 4M
Date Range:	Date	08/31/2024

All Funds

Fund Name:

	Total	2,917.81		59.47	47.51	608.50
		⋄		ᢢ	❖	\$
	F-A-P	100-36210-		100-36210-	100-36210-	415-36210-
	Void Account Name	N Interest Earning		Interest Earning	Interest Earning	Interest Earning
	Deposit ID	(08/31/2024) -				
	<u>Description</u>	interest and dividends GO	Bond and IVIIVI			
1307/TC/	Receipt #	332250				
Date Range: 00/01/2024 10 08/31/2024	Date Remitter	08/31/2024 PMA 4M				

3/633.29

Total for Selected Receipts

9/4/2074			Total	\$ 310.00	\$ 10.00	\$ 1,117.58	\$ 1,117.58	\$ 325.00	\$,7325.00	\$ 391.69	\$ 65.81	\$ 64.65	\$ 64.89	\$ 1 64.89	\$ 60.26	\$, 60,26	\$ 68.78	\$ / 68.78	\$ 200.00
			F-A-0-P	100-41425-433-		100-43101-405-		100-41120-106-		100-41425-209-	100-41425-209-	100-43230-384-	100-41425-209-		100-41425-331-		100-41425-331-		100-41610-304-
er			Account Name	Clerk		Highways and Streets		Legislative Committees and Special Bodies		Clerk		Waste (Refuse) Collection	Clerk		Clerk		Clerk		City/Town Attorney
Regist			Void	z		z		z		z		z	z		z		Z		z
Disbursements Register			Description	Annual Membership-Krista (\$185) and Cassandra (\$125)		Inv 20240837 Traffic Control		Reissued check for 2023 Annual Planning Commission Pay		inv2569438 4/25/24-7/24/24 copier contract 391.69 inv2571449 65.81		garbage service	Inv 43799-Cloud and backup storage \$44.90 Inv43851 jenkins-mn.com annual domain fee \$19.99		Mileage for Clerk-Treasurers Network Staples 92miles		Mileage for Clerk-Treasurers Network Staples 105miles	-	legal services
			Check#	024485	024485	024486	024486	024487	024487	024488	024488 024488	024489 024489	024490	024490	024491	024491	024492	024492	024493 024493
City of Jenkins	Fund Name: All Funds	Date Range: 08/01/2024 To 08/31/2024	<u>Date</u> <u>Vendor</u>	08/12/2024 IIMC	Total For Check (08/12/2024 Schrupp Excavating	Total For Check (08/12/2024 Sean Smuda	Total For Check (08/12/2024 Metro Sales	Total For Check	08/12/2024 Pequot Lakes Sanitation Total For Check O	08/12/2024 Cascade Computers	Total For Check (08/12/2024 Krista Okerman	Total For Check C	08/12/2024 Cassandra Delougherty	Total For Check C	08/12/2024 Breen & Person, LTD. Total For Check C

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Report Version: 03/31/2015

Date Range: 08/01/2024 To 08/31/2024							
<u>Date Vendor</u> 08/12/2024 AT & T Mobility Total For Check	Check # 024494 024494	<u>Description</u> cell phone-Roger	Void	<u>Account Name</u> Public Works/Maintenance	F-A-O-P 100-43102-321-	√ √	30.00 × 30.00
08/12/2024 Betty Guenin	024495	Cleaning Services	z	General Government Buildings and Plant	100-41940-310-	. - \$\$-	100,00
Total For Check	024495					\$	100.00
08/12/2024 MN Association of Small Cities	024496	Membership dues \$120 flat rate + \$0.50 per	Z	Council/Town Board	100-41110-433-	⋄	375.00
Total For Check	024496	0.03-0.03-0.03-0.03-0.03-0.03-0.03-0.03				\$	375.00
08/12/2024 Internal Revenue Service	EFT45567819 EFT45567819	EFT45567819 July 941 3nd quarter 2024 EFT45567819	Z	Payroll Administration	100-41501-122-100-41501-135-	<u>፟</u>	1,658.69
Total For Check	EFT45567819				100-41301-1/0-	٠٠ ٠٠	2,428.80
08/13/2024 Payroll Period Ending 08/10/2024	024498	07/28 - 08/10/24 pay period, CC	z	Council/Town Board	100-41110-106-	-\$-	230.87
Total For Check	024498	alla ilisaratica				\$	730.87
08/13/2024 Payroll Period Ending 08/10/2024	024499	07/28 - 08/10/24 pay period, CC	z	Clerk	100-41425-101-	\$	857.91
Total For Check	024499	מות ווזמומורם				\$	857.91
08/13/2024 Payroll Period Ending 08/10/2024	024500	07/28 - 08/10/24 pay period, CC	z	Payroll Administration	100-41501-131-	❖	364.30
Total For Check	024500	מות ווואתומווסב				\$	364.30
08/13/2024 Payroll Period Ending 08/10/2024	024501	07/28 - 08/10/24 pay period, CC and Insurance	z	Council/Town Board	100-41110-106-	ب	230.87
Total For Check	024501					٠	230.87
08/13/2024 Payroll Period Ending 08/10/2024	024502	07/28 - 08/10/24 pay period, CC	z	Council/Town Board	100-41110-106-	ب	230,87
Total For Check	024502	מות וויסתומורכ				\$	230.87
08/13/2024 Payroll Period Ending 08/10/2024	024503	07/28 - 08/10/24 pay period, CC	z	Clerk	100-41425-101-	ب	1,465.84
Total For Check	024503	מות ווזמומורם				\$	1,465.84
08/13/2024 Payroll Period Ending 08/10/2024	024504	07/28 - 08/10/24 pay period, CC	z	Payroll Administration	100-41501-131-	↔	381.41
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All Funds

Fund Name:

All Funds
und Name:

Date Range: 08/01/2024 To 08/31/2024							
<u>Date</u> <u>Vendor</u> Total For Check	<u>Check #</u> 024504	<u>Description</u>	Void	Account Name	F-A-0-P	\$	Total 381,41
08/13/2024 Payroll Period Ending 08/10/2024	024505	07/28 - 08/10/24 pay period, CC	Z	Payroll Administration	100-41501-131-	₩	277.10
Total For Check	024505	מות וואמו מווכב				\$	277.10
08/13/2024 Payroll Period Ending 08/10/2024	024506	07/28 - 08/10/24 pay period, CC	z	Public Works/Maintenance	100-43102-103-	₩	774.34
Total For Check	024506	alia ilisulalive				\$	774.34
08/13/2024 Payroll Period Ending 08/10/2024	024507	07/28 - 08/10/24 pay period, CC	z	Council/Town Board	100-41110-106-	\$	277.05
Total For Check	024507	and insurance			٠	\$	277.05
08/13/2024 Payroll Period Ending 08/10/2024	024508	07/28 - 08/10/24 pay period, CC	z	Public Works/Maintenance	100-43102-103-	-γ-	173,56
Total For Check	024508	and Insurance				\$	173.56
08/13/2024 Payroll Period Ending 08/10/2024	024509	07/28 - 08/10/24 pay period, CC	z	Council/Town Board	100-41110-106-	· .	230.87
Total For Check	024509	and insurance				\$	230.87
08/13/2024 Tri-County Septic Inspection	024510	Septic Inspection - 4090 County	z	New Sewer Services	100-43254-310-	❖	35.00
Total For Check	024510	Ka 145 Kelin Lumley				\$	35,00
08/13/2024 TDS	024511	Phone and internet	z	General Government Buildings and	100-41940-321-	\$Λ	177.82
Total For Check	024511			11011		\$	177.82
08/13/2024 Lakes Pavement Maintenance	024512	Seal coating 648.00 2nd coat	z	Park Areas	215-45202-225-	\$ 1,7	1,764.00
Total For Check	024512	550.80, track sealing 505.20				\$ 1,7	1,764.00
08/13/2024 Elan Financial Services	024513	supplies, flagpoles/flags, fuel, irrigation heads, replacement mailbox-Kline no-io, solar	z	Clerk	100-41425-208-	❖	37.99
	024513 024513 024513			Planning and Zoning General Government Buildings and	100-41425-438- 100-41910-351- 100-41940-321-	<i>ቊቊቊ</i>	33.95 68.00
	024513			Plant Road and Bridge Equipment	100-43126-212-		307.14
	1			100000000000000000000000000000000000000			17.700
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Date Range: 08/01/2024 To 08/31/2024						
<u>Date</u> <u>Vendor</u> Total For Check	Check # 024513 024513 024513	Description	Void	Account Name Park Areas	F-A-O-P 100-45202-225- 215-45202-403-	27.68 \$ 327.68 \$ 3,811.41 \$ 4,726.16
08/13/2024 City of Pequot Lakes Total For Check	024514 02451 4	Police Contract Invoice #2379	z	Police Administration	100-42110-315-	\$,3,433.33
08/27/2024 MN Power	024515	Street lights and electricity	z	General Government Buildings and	100-41940-381-	\$ 457.27
Total For Check	024515 024515			rranı Street Lighting	100-43160-381-	\$ 654.91 \$ <i>D</i> \(\sum_{\sum_{\column*}} \) 112.18
08/27/2024 AAA Rental Inc	024516	Inv. 115190 trimmer line and	z	Road and Bridge Equipment	100-43126-212-	\$ 23.97
Total For Check	024516 024516	IIV. 110393 4 CYCIE UII			100-43126-221-	\$ 23.99
08/27/2024 Crow Wing Power Total For Check	024517 024517	7/8 to 8/8/24 electric service	z	Street Lighting	100-43160-381-	\$ 24.00
08/27/2024 State of IA Total For Check	EFT2497342 EFT2497342	CSE 07/27- 08/10/24 Pay Period	z	Clerk	100-41425-175-	\$ 60.00
08/27/2024 PERA	EFT763021	07/27 - 08/10/24 pay period	z	Clerk	100-41425-115-	\$ 125.46
Total For Check				Payroll Administration Public Works/Maintenance	100-43102-115-	\$ 298.05 \$ 62.08 \$
08/28/2024 Payroll Period Ending 08/24/2024 Total For Check	024518 024518	08/11 - 08/24-24 pay period	z	Clerk	100-41425-101-	\$ 709.70
08/28/2024 Payroll Period Ending 08/24/2024 Total For Check	024519 024519	08/11 - 08/24-24 pay period	z	Clerk	100-41425-101-	\$ (7), 1,566.63
08/28/2024 Payroll Period Ending 08/24/2024 Total For Check	024520 024520	08/11 - 08/24-24 pay period	z	Public Works/Maintenance	100-43102-103-	\$ 729.30
08/28/2024 Anderson Brothers Construction	024521	Invoice 35236 for Lilac Street	z	Highways and Streets	100-43101-405-	\$ 2,620.86
Total For Check 024521	024521					\$ 00/5 2,620.86

All Funds

Fund Name:

	Total 46.00	46.00	60.00	134.87 58.86 290.45 757.99	29,308.92
	\$	\$7000	w w	ᡐᡐᡐᡐ	\$ \$
	<u>F-A-O-P</u> 100-41420-310-		100-41425-175-	100-41425-115- 100-41425-115- 100-41501-121- 100-43102-115-	
	<u>Account Name</u> Recording and Reporting		Clerk	Clerk Payroll Administration Public Works/Maintenance	
	Void		Z	z	
	Description Easement deed recording-Whitetail Hollows	ò	CSE 08/11- 08/24/24 Pay Period	08/11 - 08/24/24 pay period	
	<u>Check #</u> 024522	024522	EFT2500881 EFT2500881	EFT764126 EFT764126 EFT764126 EFT764126	
08/01/2024 To 08/31/2024	nty Land Services	Total For Check 024522	EFT2500881 Total For Check EFT2500881		Total For Check
Date Range: 08/01/2024	<u>Date</u> <u>Vendor</u> 08/28/2024 Crow Wing County Land Services		08/28/2024 State of IA	08/28/2024 PERA	Total For Selected Checks

Fund Name: All Funds

City of Jenkins		Disbursements Register	Regist	er			9/5/2024
Fund Name: All Funds							
Date Range: 08/28/2024 To 09/05/2024							
<u>Date</u> <u>Vendor</u>	Check #	Description	Void	Account Name	F-A-O-P		Total
08/28/2024 Payroll Period Ending 08/24/2024 Total For Check	024518 024518	08/11 - 08/24-24 pay period	z	Clerk	100-41425-101-	↔ ◊	709.70
08/28/2024 Payroll Period Ending 08/24/2024 Total For Check	024519 024519	08/11 - 08/24-24 pay period	z	Clerk	100-41425-101-	\$ \$	1,566.63
08/28/2024 Payroll Period Ending 08/24/2024 Total For Check	024520 024520	08/11 - 08/24-24 pay period	Z	Public Works/Maintenance	100-43102-103-	₩ ₩	729.30 729.30
08/28/2024 Anderson Brothers Construction	024521	Invoice 35236 for Lilac Street paver patch	z	Highways and Streets	100-43101-405-	\$	2,620.86
Total For Check 024521	024521					χ.	2,620.86
08/28/2024 Crow Wing County Land Services	024522	Easement deed recording-Whitetail Hollows	z	Recording and Reporting	100-41420-310-	❖	46.00
Total For Check 024522	024522	0				\$	46.00
08/28/2024 State of IA Total For Check	EFT2500881 EFT2500881	CSE 08/11- 08/24/24 Pay Period	z	Clerk	100-41425-175-	₩	60.00
08/28/2024 PERA	EFT764126 EFT764126	08/11 - 08/24/24 pay period	z	Clerk	100-41425-115- 100-41425-115-	ጭ ብ	58.86
	EFT764126 EFT764126			Payroll Administration Public Works/Maintenance	100-41501-121- 100-43102-115-	· 40· 40	290.45
Total For Check Total For Selected Checks	EFT764126				,		542.17
						.	2,517,00

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9/5/2024		<u>Detail</u>	\$2,500.00	\$5,884.18		\$27.50		\$89.80	\$3,433.33	\$1,606.00	\$25.00	\$64.66	The state of the s
S H		Account Name	Highways and Streets \mathcal{NHSMS}	Planning and Zoning 7,45%		Planning and Zoning $$ $$ $$ $$ $$ $$ $$ $$ $$ $$		Clerk A4536	Police Administration 3457	Insurance \mathcal{NHSMS}	Recording and Reporting \mathcal{FUBRO}	General Government Buildings	34630
Approval		Account #	100-43.101-405-	100-41910-303-		100-41910-311-		100-41425-209-	100-42110-315-	100-41960-151-	100-41420-310-	100-41940-384-	ر د
Claims List for Approval		<u>Total</u> \$2,500.00		\$5,884.18	\$27.50		\$89.80		\$3,433,33	\$1,606.00	\$25.00	\$64.66	\$100.00 Page 1 of 2
		<u>Claim #</u> 2503		2504	2505		2506		2507	2508	2509	2510	2511
		Description 2nd half payment for street maintenance-12th		232998-Road Inv/CIP update4339.61 233085-Costello764.57, ErlJenkins243.75, CityDA536.25	Planning & Zoning services - general July P&Z Services Inv#00003385		Inv 43710-Cloud and backup storage \$44.90 Inv 43901-Cloud and backup storage \$44.90		Police Contract Invoice #2386	Workers's Compensation Insurance Agreement 10/01/24-10/01/25	E911 Addressing Reichenbach, Jolee PID26260542	garbage service	Cleaning Services
SI	8/5/2024 To 9/5/2024	<u>Vendor</u> Wilson Township		Widseth Smith Nolting & Assoc., Inc	Sourcewell		Cascade Computers		City of Pequot Lakes	LMCIT C/0 Berkley Risk Admin.	Crow Wing County Land Services	Pequot Lakes Sanitation	E
City of Jenkins	Date Range:	<u>Date</u> 08/28/2024		09/03/2024	09/03/2024		09/03/2024		09/03/2024	09/04/2024	09/04/2024	09/05/2024	09/05/2024 Betty Gueni Report Last Updated: 08/29/2014

<u>Detail</u> \$100.00 \$30,00

\$200.00

\$1,294.93 \$302.85 \$310.55

\$15,868.80

Date Range: 8/5/2024 To 9/5/2024

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Account Name General Government Buildings and Plant	Public Works/Maintenance 74537	City/Town Attorney 34533	Payroll Administration & FT T Payroll Administration	
<u>Account #</u> 100-41940-310-	100-43102-321-	100-41610-304-	100-41501-122- 100-41501-135- 100-41501-170-	
<u>Total</u>	\$30.00	\$200.00	\$1,908.33	\$15,868.80
Claim #	2512	2513	2514	
<u>Description</u>	cell phone-Roger	legal services	Internal Revenue Service August 941 3nd quarter 2024	
<u>Vendor</u>	AT & T Mobility	Breen & Person, LTD.	Internal Revenue Service	ted Claims
Date	09/05/2024	09/05/2024	09/05/2024	Total For Selected Claims
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Date



AGENDA ITEM#

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman Date:

September 5, 2024

Subject:

2025 Police Contract

Report: Attached please find the 2025 Pequot Lakes Police Contract for your review and consideration. The contract show a 5% increase, which amounts to \$2,060 for the year. This is the first increase in the contract since 2010.

Budget Impact: \$43,260

Council Action Requested: Motion to approve the 2025 Law Enforcement Contract and Joint Power Agreement between the City of Pequot Lake and the City of Jenkins.

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

RESOLUTION 25-

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

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

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

NOW THEREFORE, it is agreed as follows:

EFFECTIVE DATE

This Contract is made this 1st, day of January 2025, and is effective upon the dates hereinafter set forth.

PURPOSE

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

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

LEGAL BASIS

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

ADMINISTRATION

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

LEVEL OF SERVICE

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

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

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

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

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

HEADQUARTERS AND EQUIPMENT

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

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

PUBLIC INFORMATION

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

PERSONNEL: POLICIES AND FRINGE BENEFITS

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

DESIGNATION OF AUTHORITY

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

OFF-DUTY POLICE SERVICE

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

CHARGES BY PEQUOT LAKES FOR POLICE SERVICES

Pequot Lakes shall charge, and Jenkins shall pay, for police services provided for under this contract on a basis as hereinafter provided. Police service shall begin January 1, 2025, and shall continue for a period of one year through December 31, 2025. The cost to Jenkins for services provided under this basic contract shall be \$43,260 per year. Jenkins shall make payment to Pequot Lakes on a monthly basis in the amount of \$3605. Additional charges may apply as per the ACES contract for impounded dogs that go unclaimed by the animal's owner.

TERM OF CONTRACT

This contract shall be effective as of January 1, 2025, and shall continue to December 31, 2025. This contract shall be in effect as determined above unless terminated by either party. Termination of the contract by either party shall be effective by serving the other party with a preliminary written notice of termination not less than ninety (90) days prior to the date of termination of the contract. Either party, at its option, may terminate the contract as set forth above if the other party fails to comply with the terms and conditions of this contract. However, Pequot Lakes shall not have the right to terminate this contract for failure of Jenkins to make any payment due unless Pequot Lakes has first given Jenkins written notice.

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

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

ASSUMPTION OF LIABILITY

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

 Jenkins shall defend Pequot Lakes, the Chief of Police, its officers, employees, and agents against, and hold them harmless from any claim for damages resulting from the enforcement of any duly enacted municipal ordinance of Jenkins.

Passed and adopted by the Pequot Lakes city Council	this, day of, 20	
IN WITNESS THEREOF, the parties hereto have execu	uted this contract the day first above w	ritten.
IN PRESENCE OF:	CITY OF PEQUOT LAKES	
	by:	
	by: Mayor	Date
	by: Clerk	
	Cierk	Date
IN PRESENCE OF:	CITY OF JENKINS	
	by:	
	Mayor	Date
	by:	
	Clerk	Date

-



REPORT TO CITY COUNCIL

Prepared by:

Cassandra Delougherty

Date:

September 5th, 2024

Subject:

TextMyGov

Report: Councilmember Siltman and Deputy Delougherty spoke with Kadance Anderson of TextMyGov on August 19th, 2024 to discuss the services that are offered. TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with our website and other communication methods. Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos. TextMyGov gives agencies the ability to send out notifications/alerts as a text message. Agencies can also create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to.

This is a useful tool for sending information to residents to keep them informed of Council meetings and having other groups to opt into for clubs and different committees. This system offers a scheduling feature to notify residents at a specific date and time, and by using the map feature, we can notify residents in a specific area of the city.

Mayor Rudlang, Councilmember Siltman, and Deputy Delougherty met with Kadance Anderson and Luc Delavoye of TextMyGov via Zoom on August 28th, 2024 to review the attached proposal (Notifications Only proposal). During the meeting, the Interactive Notification features were discussed, and Deputy Delougherty asked that the City receive a proposal for the interactive notification features, as well.

Attached is an overview of TextMyGov, both Notifications Only and Interactive Notifications proposals, and the Third-Party Reimbursement request and approval from Sourcewell. *Please note, at the time of the Third-Party Reimbursement request, the Interactive Notifications proposal had not yet been received by the City. If Council chooses to approve the Interactive Notifications proposal, staff will request reimbursement for the additional \$500.

<u>Requested Action:</u> Please review the attached informative TextMyGov PowerPoint, both Notifications Only and Interactive Notifications proposals, and reimbursement approval, and determine if the City would like to move forward with TextMyGov. If the decision is to table the item, staff would like further direction.

TextMyGov Jenkins City, MN

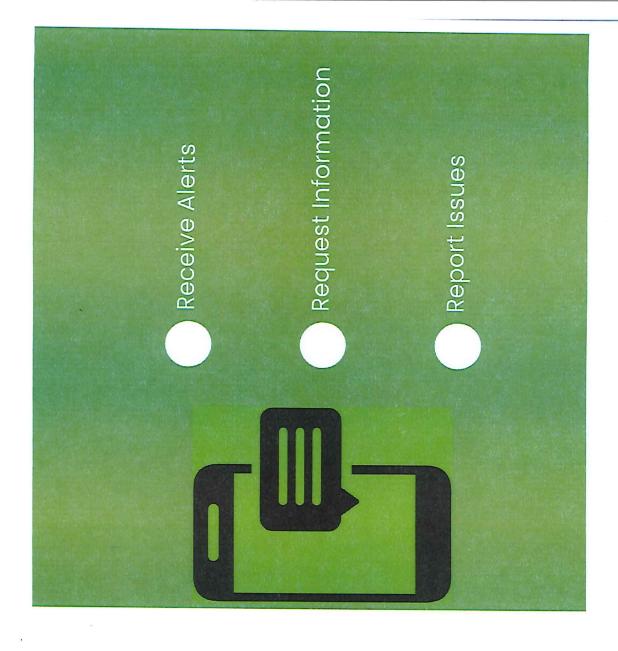
WHY

The most efficient way to communicate with your citizen is via text. No app, no email, no sign up required.

Our two-way smart response allows citizens to ask questions and report issues all from their cell phone.

Customize your notifications/alerts based on groups, departments, or physical location.

Our experienced setup and marketing team will customize the backend of your dashboard and provide you with marketing materials to promote the engagement of TextMyGov.



WHY TEXTMYGOV?



No Download Needed

• Citizens don't need to download an app, create a login or password, or subscribe to an email service. If they have a cell phone, they have access to alerts/notifications.



Dedicated Account Management

• Every account has a dedicated Account Manager who hill help set up your entire account. We specifically work with local governments. Our Account Managers are experienced in providing suggestions and ideas on best practices so you can maximize the service.



Unlimited Training

· Your Account Manager will provide unlimited training for staff. We know that departments can turn over; we are here to help train new staff, new departments, or provide a refresher for staff already involved.

TEXTMYGOV FOR Jenkins City, MIN

Every agency uses TextMyGov differently.

Here are some KEY features that would best help Jenkins City, MN



Based on our conversations, here is how TextMyGov can help:

- Notifications for events, wealther emergencies, volunteer opportunities, and road issues with Geo-location feature for specific areas.
- Automated responses for citizens to find permits, parks, local amenities, and more.
- Automated reporting for road issues, flooded or snow blocked roads, lost animals and more
- Our database of local numbers to reach and notify more households in your community from the very beginning.
- You will be assigned a **Project Manager** to help build the system, provide continual support, and marketing materials for organic growth and engagement.

TextMyGov Marketing Materials

In addition to our website widget, we provide two customized flyers for citizens to learn how they can interact with TextMyGov.

text message alerts!

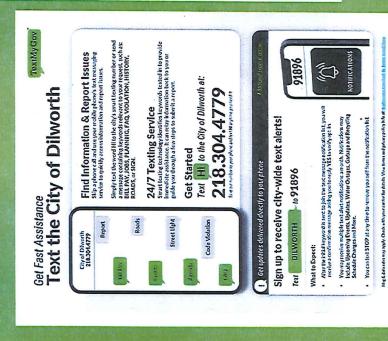
Text "ADA"

Notifications

To: 91896

Sign-up to receive

(1) (1) (1) (2) Receive City Alerts!



218,261,6661

info or report issues!

Text the city to find

City of Ada

No Apps. Just Text Us!

218.261.6661

Start texting today, Text "Hi" To:

Marketing Materials

Website Widget

We provide marketing materials for the promotion of TextMyGov. The website encourages organic growth and has an easy-to-use opt in. Just type your number to opt in.

Database Welcome Message

We supply you with a database of numbers to reach more of your community from the beginning.

Here is a welcome message example from our customer in Lincoln County, NE.

Citizens just have to text "STOP" to remove themselves.

Notification-Opt-In



Encourage citizens to sign up for text alerts and have the "Opt-In" button initiate the process of texting in an alert keyword to the 91896 number.

After the text is sent, users will still need to reply "Yes" to confirm opt-in,

Welcome to Lincoln County, Nebraska's Text Alert System! You will receive only important announcements and information directly from Lincoln County, NE. For more information, please visit: https://lincolncountyne.gov/textmygov-pr/ You may opt-out at any time by texting STOP.

Reporting Email

Give it a try! Text in "Pothole" to: 435-265-4446

- This is the email format for a reported issue.
- These reports are sent directly to the right departments or department heads.
- The information required by the system is customizable.
- Photos of the issues can be added.

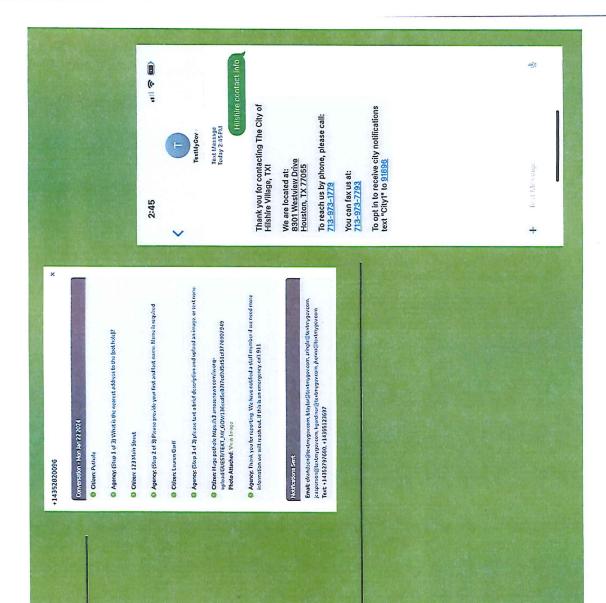
Automated Response

Give it a try! Text in "Hilshire Contact Info" to: 435-265-4446

- Automated responses are built out by your project manager.
- A citizen texts in for information and receives a single response

in return with correct information or guiding them

(via link or pdf) to the right place.



Notifications Only

WWW.TEXTMYGOV.COM



Prepared For:
Jenkins city MN
33861 Cottage Ave, Jenkins, MN, USA

Prepared By: Kadance Anderson | Account Executive TextMyGov

INTRODUCTION TO TEXTIMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: Jenkins city

FEATURE	SOLUTION
FIND INFORMATION	
REPORT ISSUES	
SEND ALERTS	 TextMyGov gives agencies the ability to send out notifications/alerts as a text message. Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to. Sending information to residents to keep them informed of Council meetings and having other groups to opt into for clubs and different committees. Utilizing the scheduling feature to notify residents at a specific date and time. Using the map feature to notify residents in a specific area of the city.
DEMO RECORDING	TextMyGov Demonstration - Jenkins City, MN

TEXTMYGOV PROPOSAL ----

GOST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM Three-Years. The agreement is set to be automatically renewed after the initial TERM. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Package Details		Price	Billing
TextMyGov Service:		\$1,500.00	Annual
 TextMyGov web-based software 			
 Enhanced Media Package *click here to learn more 		\$500.00	
 Short code number (outgoing messages) 			
 Unlimited users & departments 			
 Unlimited support for every user 			
 10 GB managed online data storage 			
10,000 text messages per year			
 TextMyGov Database 			
	Setup Fee	\$750.00	One-Time
	First year total	\$2,750.00	Year One
	Total Recurring	\$2,000.00	Annual

TERMS

- This is a Three-Year term.
- After the initial Three-Years, the agreement will revert to year-to-year
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- Customer is required to provide a copy of W-9.
- The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60-days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time). See more information on our widget by clicking visiting textmygov.com/textmygov-widget/

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ADDITIONAL SERVICES

Service	Price	Billing
Enhanced Media & Care Package Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information	Price based on Population. Please contact your Account Executive for more details.	Annual
Additional Storage		
• 100 GB of Storage	\$250 per unit	Annual
Additional Text Messages		Annual
25,000 additional text messages	\$300	
 50,000 additional text messages 	\$550	
 100,000 additional text messages 	\$750	
Database	Price based on Population.	Annual
Database of your local residence to improve citizen engagement	Please contact your Account	
and opt-in rate.	Executive for more details.	
 Database could have already been included in the original quote. Please refer to the "Package Details" section. 		

IMPLEMENTATION

GETTING STARTED

• After the basic service agreement is executed, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

• The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

• Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

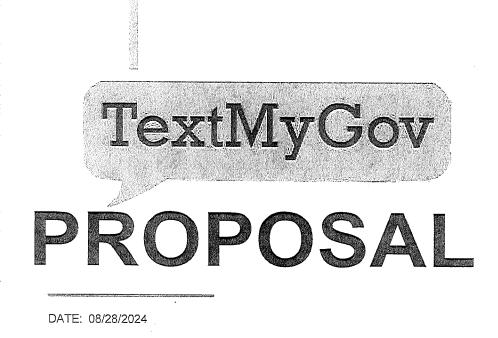
UNLIMITED TRAINING AND SUPPORT

 After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am5pm MST.

TEXTMYGOV PROPOSAL ————

Interactive Notifications

WWW.TEXTMYGOV.COM



Prepared For: Jenkins city MN 33861 Cottage Ave, Jenkins, MN, USA Prepared By: Kadance Anderson | Account Executive TextMyGov

INTRODUCTION TO TEXTMYGOV

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According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: Jenkins city

FEATURE	SOLUTION
FIND INFORMATION	 TextMyGov allows citizens to find information using our smart texting solution. Citizens can ask questions via text messages and receive automatic responses based on Key Words in their initial text. Residents can text in to find information on the website like permits, parks, and local amenities
REPORT ISSUES	 TextMyGov allows citizens to report issues such as "Stray Dog" or "Pothole" via text messaging from their phone. Agencies can customize a text thread to help gather important information such as citizen name, address of reported issue, and even allow citizens to send a picture of the reported issue. TextMyGov will automatically notify the correct department of the reported issue via email or text message. Reporting issues for road issues, flooded or snow blocked roads lost animals and other issues
SEND ALERTS	 TextMyGov gives agencies the ability to send out notifications/alerts as a text message. Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to. Sending information to residents to keep them informed of Council meetings and having other groups to opt into for clubs and different committees. Utilizing the scneduling feature to notify residents at a specific date and time. Using the map feature to notify residents in a specific area of the city.
DEMO RECORDING	TextMyGov Demonstration - Jenkins City, MN

TEXTMYGOV PROPOSAL -

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Package Details		Price	Billing
TextMyGov Service:		\$2,000.00	Annual
 TextMyGov web-based software 		TOTAL	
 Enhanced Media Package *click here to learn more 		\$500.00	
 Local phone number 			
 Short code number (outgoing messages) 			
 Unlimited users & departments 			
 Unlimited support for every user 			
 10 GB managed online data storage 			
 10,000 text messages per year 		The state of the s	
 TextMyGov Database 			
	Setup Fee	\$750.00	One-Time
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ADDITIONAL SERVICES

Service		Price	Billing
Enhar •	nced Media & Care Package Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information	Price based on Population. Please contact your Account Executive for more details.	Annual
Additi	onal Storage		
•	100 GB of Storage	\$250 per unit	Annual
Additi	ional Text Messages		Annual
•	25,000 additional text messages	\$300	
•	50,000 additional text messages	\$550	
	100,000 additional text messages	\$750	
Datab	ase	Price based on Population.	Annual
٥	Database of your local residence to improve citizen engagement	Please contact your Account	
	and opt-in rate.	Executive for more details.	
•	Database could have already been included in the original quote. Please refer to the "Package Details" section.		

IMPLEMENTATION

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MEDIA KIT

• Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

UNLIMITED TRAINING AND SUPPORT

• After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am5pm MST.

TEXTMYGOV PROPOSAL ----

Cassandra Delougherty

From:

Amy Piekarski <Amy.Piekarski@sourcewell-mn.gov>

Sent:

Thursday, August 29, 2024 9:24 AM

To:

cassandra.delougherty@cityofjenkins.com

Subject:

Sourcewell Third-Party Services application approval

Attachments:

24-25 Third-Party Reimbursement request.docx

Hi Cassandra,

Your third-party services reimbursement application has been approved.

• Service: TextMyGov - Set up and subscription fee

Approximate reimbursement: \$2,750

Here are the next steps:

• Once the work has been completed and you receive an invoice, complete the final report for the project to receive your reimbursement (see attached). You must include a copy of the invoice(s) which must be dated between June 16, 2024 - June 15, 2025.

• The request for reimbursement must be received no later than June 15, 2025.

If you have any questions, please do not hesitate to contact me. We look forward to partnering with you!

Amy Piekarski | Community Solutions Specialist

Cell: (218) 821-0813

Website: mn.sourcewell.org

Cassandra Delougherty

From:

Cassandra Delougherty <cassandra.delougherty@cityofjenkins.com>

Sent:

Thursday, August 29, 2024 9:06 AM

To:

'Amy Piekarski'

Subject:

RE: Third party reimbursement request submission

Good morning, Amy!

Yes, the request is for the setup of \$750, and \$2000 annual subscription fee. I saw that sponsorships and memberships are ineligible for the third-party reimbursement, but figured I'd see if this qualified.

Thank you for your time and efforts! Have a wonderful day!

Greatly appreciated,

Cassandra Delougherty

Deputy City Clerk City of Jenkins 33861 Cottage Avenue Jenkins, MN 56474 PH: (218) 568-4637

Website: www.cityofjenkins.com

Population 510





DATA PRACTICES NOTICE: E-mail correspondence to and from the city of Jenkins may be public data subject to the Minnesota Data Practices Act, Minnesota Statute, Chapter 13, and/or may be disclosed to third parties. NONDISCRIMINATION STATEMENT: This institution is an equal opportunity provider and employer.

From: Amy Piekarski < Amy. Piekarski@sourcewell-mn.gov>

Sent: Wednesday, August 28, 2024 3:29 PM To: cassandra.delougherty@cityofjenkins.com

Subject: RE: Third party reimbursement request submission

Hi Cassandra.

Just a clarifying question, for the service TextMyGov is providing, is this an annual subscription fee?

Thanks! Amy

From: noreply@sourcewell-mn.gov <noreply@sourcewell-mn.gov>

Sent: Wednesday, August 28, 2024 1:49 PM

To: Community Solutions < community@sourcewell-mn.gov >; Sandie Cottrell < Sandie.Cottrell@sourcewell-mn.gov >

Subject: Third party reimbursement request submission

EXTERNAL

Submitted on Wed, 08/28/2024 - 13:48

Entity information

Entity name

City of Jenkins

Are you a nonprofit, local government, or public safety entity Local government entity

Contact information

Contact person name Cassandra Delougherty

Email address

cassandra.delougherty@cityofjenkins.com

Phone number 2185684637

Request information

What third party provider and service are you planning to utilize? (please review eligibility information) TextMyGov

Anticipated reimbursement request amount (maximum of \$20,000 per fiscal year) \$2.750

How does this service support your entity's operations or programs?

TextMyGov gives agencies the ability to send out notifications/alerts as a text message.

Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to.

Sending information to residents to keep them informed of Council meetings and having other groups to opt into for clubs and different committees.

Utilizing the scheduling feature to notify residents at a specific date and time.

Using the map feature to notify residents in a specific area of the city.

Public purpose

Describe how the project primarily benefits your community within Region 5. Projects cannot primarily benefit any individuals, businesses, or nonprofit entities.

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with our website and other communication methods. Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

Programs or service areas the proposed project will relate

Administrative services, Data processing, Distance learning and other telecommunication services, Evaluation and research, Media and technology centers, Publication and dissemination of materials, Planning, Community serices, Technology planning, training, and support services, Health and safety services

How does the proposed project promote and align with Sourcewell's statutory purpose of providing programs and services as identified by your checkbox selections.

This program will help City Staff enhance our communication with our residents. The program documents and tracks who has been informed and their responses, which will help to eliminate the amount of labor hours required by staff, as well as reduce City expenses of mailings, as a resident can choose to have City information shared with them via text, rather than through the postal service.



AGENDA ITEM#

REPORT TO CITY COUNCIL

Date:

Prepared by: Krista Okerman September 5, 2024

Subject:

Roads Committee Report

Report: The Road Committee met on September 4, 2024 and reviewed the street reserve funds and discussed projects for 2025. The Committee recommends the following:

Budget for 2025 to apply gravel on Ellis Road.

- Budget for 2025 to apply crushed concrete on north side of Byer Street to prevent further eroding.
- Obtain a quote from Widseth for a Feasibility Study for Veterans Street in preparation for MPCA Stormwater Resiliency Grant application.

Budget Impact: TBD

Council Action Requested: Motion to approve Roads Committee recommendations.



REPORT TO CITY COUNCIL

Prepared by:

Cassandra Delougherty

Date:

August 22nd, 2024

Subject:

Concession Stand Rental

Report: Park Committee Member/Council Member Haff requested that staff research local cities rental agreements and pricing to determine an appropriate charge for the concession stand. Staff have found that pricing ranges from \$50-\$350 per day depending on amenities, and whether the organization is local and/or has non-profit status.

The Parks Committee recommended that <u>both</u> the Concession Stand and Veteran's Park Pavilion require a rental fee of \$25.

I have attached a draft agreement for your review. If the will of Council is to have both pavilion and concession stand rental charges the same, the attached agreement will be edited to include use of the Veteran's Park Pavilion. The lease agreement reflects the City Hall lease agreement, for the sake of continuity.

Our Insurance Agent has stated that we must require any party utilizing the Jenkins Ball Field Concession Stand to have a current, active, Certificate of Liability Insurance (with the City of Jenkins listed as a named-insured) on file.

<u>Requested Action:</u> Determine rental fee and security deposit amounts required for concession stand rental, edit/approve Lease Agreement. If Council would like to table the item or request more information, staff would like further direction.

JENKINS BALL FIELD CONCESSION STAND LEASE AGREEMENT AND FEE SCHEDULE Jenkins Ball Field Location- 2999 Pine Tree Street Jenkins City Clerks Office- 33861 Cottage Avenue, Jenkins, MN 56474 (218) 568-4637

Today's Date:	Tax Exemption (Non-Profit) ID#	
Type of Event:		
Phone Number (s):		
CONCESSION STAND RENT	AL CHARGES-FULL DAY	
☐ Jenkins Residents	2 9	\$
☐ Local Non-Profits		\$
☐ All other		\$
ADDITIONAL CHARGES		
☐ Clean up (if items on checklist	t are not performed)	\$50.00
****Deposit and clean up fee wi	Il be cashed upon receiving a signed lease agreemer	nt. After a determination
that no damage or additional clear	nup was needed, a full refund will be made to the te	enant. If there was
additional cleanup or damage repa	airs, a refund for the remaining balance will be issue	d to the Tenant.
Total Rental Charges		\$
Deposit Paid		\$
CONCESSION STAND C		
	e concession stand, including broom and ex	xtra garbage bags.
Concession Stand	days and arrest	
☐ Concession stand wiped		
☐ All litter picked up and p☐ Tables wiped off.	naced in gardage cans.	
-	utaida af agua agu ha alasad in tha an lasad	ana hina lasses d
by the maintenance shop	utside of cans can be placed in the red garb	age bins located
by the mannenance shop	at City Hall.	

2.	Parties: City of Jenkins as Owner and as Tenant(s).
3.	Leased Property: The Owner agrees to lease to the Tenant the Jenkins Ball Field
Co	ncession Stand.
4.	Lease Term: The term of this lease is for: Date, from (time)to(time)
	All Tenants shall be out of the Concession Stand and Ball Field Area no later than 10:00 PM
5.	Rent: The rent for this property is (based on fee schedule on page 1) \$
	payable in full 5 days prior to the rental date.
6.	Security Deposit: Tenant shall deposit with the City of Jenkins the sum of \$50.00 before
	using the Concession Stand property, as a security deposit. The City shall mail the deposit to
	the Tenant within 30 days after expiration of the Lease Term so long as the property has not
	been damaged by the Tenant (or guests of the Tenant) or Tenant's negligence, and is
	conditional upon the Tenant cleaning up and leaving the Concession Stand in as good a
	condition as it was before the Tenant took possession. If there is any damage to the
	Concession Stand by the Tenant, the security deposit will be used to pay for the actual
	damages and clean-up costs incurred by the City in repairing the damage to the Concession
	Stand. Any costs incurred by the City in excess of the security deposit shall be reimbursed by
	Tenant to Owner. Your date is secured upon receipt of your security deposit.

- 7. Confirmation: Lease agreement will only be valid once you have received a signed agreement by a City official.8. Use of Property: The property shall be used for
- 8. Use of Property: The property shall be used for _____ and for no other purpose without the written consent of the Owner.
- 9. **Key Codes:** Smart lock key codes are not to be given out to anyone other than the tenant signing this agreement. Tenant is responsible for keeping the 4 digit smart code safe.
- 10. Sublease: The Tenant may not sublease the property without the written consent of the Owner.
- 11. Tenant's Maintenance Responsibilities: The Tenant agrees to clean up the Concession Stand area and pay for any damages to the Concession Stand area during the lease term.
- 12. Fee Schedule: Listed on page 1 of this agreement is the current Rent & Fee Schedule adopted by the City of Jenkins.
- 13. Adult Supervision: All activity must have adult supervision.
- 14. Capacity: The capacity of the Concession Stand will <u>not exceed 4</u> pursuant to the State Fire Marshall.
- 15. Consumption of Alcohol: The use and/or sale of alcoholic beverages in not permitted.
- 16. Smoke Free Facility: Tenant agrees that the Jenkins Ball Field and Concession Stand area is a smoke free facility. Tenant agrees that neither Tenant nor any of the Tenant's guests, invitee, or licensees shall smoke cigarettes, marijuana, illegal drugs or any other form of tobacco on the premises while this lease is in effect.

1. Lease Agreement made on

- 17. Remedies for Default: If Tenant violates any of the terms of this lease; Tenant may be evicted immediately and without prior notice. If Tenant violates the term of this lease, but Owner does not sue or evict Tenant; Owner may still sue or evict Tenant for any violation of any term of this lease. If Owner brings any legal action against Tenant, Tenant must pay Owner's actual attorney fees and court costs, even if rent is paid after the legal action is started. Owner's and its authorized agents may enter the property at any reasonable time to inspect, improve, maintain, repair the property, or do other necessary work or to show the property to other potential Tenants. Owner may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, Owner does not give up any other rights or remedies as may have.
- 18. Pets: Tenant may not keep or allow animals or pets of any kind on the property off-leash, and must properly dispose of any waste.

19. Tenant Covenants:

Not to act in a loud boisterous, unruly or disorderly or disturb the right of guests or other residents in the neighborhood or to allow his/her guest to do so;

Not to use or store on the property any flammable or explosive substances;

Not to interfere in the management and operation of the Ball Field;

Not to allow Tenant's guests to bring alcohol into the Ball Field/Concession Area;

Not to place on walls or allow Tenant's guests to place on the walls, any tape, racks, nails, signs, ads, or decorations. Command strips will not be used; No confetti, glitter or containers that have glitter as part of the outside shall be used; Tenants shall remove all items that were used to decorate. This includes but not limited to fishing line, fine wire or plastic clips.

20. Insurance: The User is required to obtain liability insurance for the Event. User agrees to obtain at least a \$1,000,000 liability insurance policy. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City as an Additional Insured.

By signing this Lease Agreement, the Tenant is agreeing to all of the terms listed above.

	Date
Print Name	
Signature of City Official **Please make checks payable to: City of Jenkins, 33861 Cottage A	Date