



CITY COUNCIL MEETING AGENDA Tuesday, January 28, 2025 @ 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
Jory Carlson

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 January 13, 2025 meeting
 - c. Proposed check #'s 24706-24710; **\$5,730.29**
TOTAL EXPENSES = \$5,730.29
5. Public Forum
6. Crow Wing County Assessor
7. Unfinished Business
 - a. Quote(s) for installation of doors
8. New Business
 - a. Letter of Engagement
 - b. Shared Services Agreement
 - c. Resolution #24-01-305
 - d. Annual Liquor License approvals
9. Reports of Officers, Committees and Boards
 - a. Mayor's Report
 - b. Clerk's Report.
10. Communications/Misc.
11. Adjournment

**COUNTY OF CROW WING
CITY OF JENKINS
DRAFT**MINUTES OF THE REGULAR CITY COUNCIL MEETING**DRAFT
JANUARY 6, 2025**

**OKERMAN PERFORMED THE OATH OF OFFICE FOR MAYOR RUDLANG;
COUNCIL MEMBERS BARNETT, CARLSON AND SITLMAN.**

CALL TO ORDER: The meeting was called to order by Mayor Rudlang at 6:00 PM. The Pledge of Allegiance was recited.

ROLL CALL: Present were Mayor Rudlang; Council Members Flategraff, Siltman, Barnet and Carlson; Clerk Okerman.

AGENDA ADDITIONS/DELETIONS: Mayor Rudlang asked if there were any additions or deletions to the agenda. No changes were proposed.

CONSENT AGENDA: Mayor Rudlang reviewed the consent agenda items.

A motion was made by Flategraff and seconded by Carlson to approve the consent agenda as follows:

- 4a. Agenda
 - 4b. Minutes of the December 9, 2024 meeting
 - 4c. Financial Reports through December 31, 2024
 - 4d. Pre-written check #'s 24658-24692 & EFT's; **\$41,503.71**
 - 4e. Proposed check #'s 24693-24705 & EFT; **\$53,092.13**
- TOTAL EXPENSES = \$94,595.84**

OPEN FORUM: Mayor Rudlang opened the floor for public comments. No members of the public came forward to speak.

UNFINISHED BUSINESS: Potential Property Purchase: Clerk Okerman presented information on a potential property purchase for the city. The property in question is 1.8 acres located at 33762 Summer Avenue, currently a vacant lot zoned residential. The asking price is \$30,000, with an appraised value of \$31,000 and an estimated market value of \$40,000.

Okerman explained that the property is adjacent to an existing ball field and could enhance the park's functionality and accessibility. The purchase aligns with the city's comprehensive plan, which notes acquiring this specific property for park expansion.

Potential funding sources were discussed, including \$5,000 from the Small Cities Development Program and approximately \$20,000 in budget surplus from the previous year. The total cost, including closing costs, was estimated to be around \$31,500.

Council members discussed the potential uses for the property, including park expansion, trail linkages, and possible stormwater management. They also considered the long-term value of the property and the likelihood of it becoming more expensive in the future.

Siltman made a motion to approve the purchase of the property adjacent to the ballpark for \$30,000 plus closing costs with the

following findings of fact. Carlson seconded the motion. The motion carried unanimously.

FINDINGS OF FACT:

1. The purchase of the property supports the City's long-term planning.
2. The purchase of the property supports the spirit and intent of the adopted 2020 City of Jenkins Comprehensive Plan.
 - a. Guiding Principle: Highlight, maintain, and enhance the recreational assets and opportunities located within and surrounding the City.
3. The parcel is identified in the adopted 2020 City of Jenkins Comprehensive Plan as proposed park expansion/acquisition.

NEW BUSINESS: Cannabis Inquiries: Clerk Okerman provided an overview of the current status of cannabis businesses in Minnesota, which became legal in 2025. She explained that the city had not yet adopted any ordinances related to cannabis businesses due to uncertainty at the state level.

The council discussed the complexity of the issue and the lack of clear guidance from the state. They decided to wait for more information from the state before taking any action on cannabis-related ordinances.

Flategraff made a motion to table the discussion on cannabis inquiries. Siltman seconded the motion. The motion carried unanimously.

2025 Annual Appointments: The council reviewed and discussed various appointments for city committees and positions for 2025. The following appointments were made:

Motion to approve Resolution #25-01-303 for Statutory Requirements for the First Meeting of the Year was made by Barnett and seconded by Siltman. Barnett, Siltman, Carlson and Rudlang voted aye. Flategraff abstained.

Motion to approve Resolution #25-01-304 Setting 2025 Appointments was made by Flategraff and seconded by Barnett. All present voted aye.

Rudlang made motion to approve the 2025 annual appointments as discussed, namely with the following changes. Carlson seconded the motion. The motion carried unanimously.

Planning Commission: Victor Prociuk was appointed as a new member, replacing Sean Smuda.

Parks and Recreation Committee: Council Member Carlson volunteered to join this committee.

Other committees and positions remained largely unchanged from the previous year.

2024 Engineers Recap: Clerk Okerman presented a recap of the 2024 engineering work provided by Widseth. No action was required on this item.

2025 Newsletter: Clerk Krista discussed plans for the 2025 city newsletter. Proposed content includes:

- Information about a potential annual city festival or event, with a request for community input.
- A "Meet Your City Council" section with short bios of council members.
- Information about the upcoming city hall renovation.
- Highlights of the new pavilion in the park.

The council discussed potential dates and ideas for a community event, including the possibility of combining it with a ribbon-cutting ceremony for the new pavilion. They also considered involving local businesses and obtaining a special event permit for serving alcohol.

Clerk Okerman requested council members to submit their bios by January 21st for inclusion in the newsletter.

REPORTS OF OFFICERS, COMMITTEES, STAFF

Mayor's Report: No specific mayor's report was given during this meeting.

Clerk's Report: Clerk Okerman provided several updates:

- The city received a certificate of compliance for pay equity.
- City hall renovations are scheduled to begin on February 2nd. The February 10th council meeting will be held at Pequot Lakes council chambers. **Carlson motion to approve the meeting location change. Siltman seconded. All present voted aye.**
- A joint planning commission and council workshop is being considered for late February.
- The annual clerk's conference is scheduled for March 18-20 in Brooklyn Park. Okerman requested approval for her and Deputy Clerk Delougherty to attend. **Flategraff made motion and Carlson seconded to authorize attendance at the conference.**
- There is an issue with a plugged drain in the shop that needs to be addressed.
- A new heater was installed in the shop to replace the old one that had failed.

ADJOURNMENT: The meeting was adjourned at 7:35 PM on motion by Fategraff and second by Barnett. All present voted aye.

Approved this _____ day of _____, 2025.

Krista A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

Date Range : 12/23/2024 To 1/23/2025

<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>
01/13/2025	MN Power	Street lights and electricity	2634	\$1,102.04	100-43160-381- 100-41940-381-	Street Lighting General Government Buildings and Plant	24706 \$680.31 \$421.73
01/14/2025	TDS	Phone and internet	2636	\$178.18	100-41940-321-	General Government Buildings and Plant	24707 \$178.18
01/16/2025	Roger Olmscheid	Reimbursement for salt to clear shop drain from Breezy Point Hardware	2637	\$77.27	100-43102-215-	Public Works/Maintenance	24708 \$77.27
01/22/2025	Xcel Energy	Natural gas service Statement Number: 911361612	2639	\$412.80	100-41940-383-	General Government Buildings and Plant	24709 \$412.80
01/22/2025	Gull Lake Glass, Inc	Install customer service window partition-Sourcewell funds	2640	\$3,960.00	100-41940-520-	General Government Buildings and Plant	24710 \$3,960.00
Total For Selected Claims				\$5,730.29			\$5,730.29

Date



AGENDA ITEM # 7a

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: January 23, 2025
Subject: Door installation quotes

Report: Attached please find quotes for the installation of new doors as part of the City Hall renovations. Following is summary of the quotes:

Vendor	Amount	Notes
Gull Lake Glass	\$16,636.00	This vendor installed the existing front door. We are very satisfied with their service. The quote details work performed and provides examples of doors.
Fabulous Glass	\$11,500.00	The quote does not specify if trim work and re-hooking up security is included. Door examples are provided.
Rustic Edge	\$5,175.00	The quote does not specify if re-hooking up security is included and does not have example of doors they will be using.

The quotes do not appear to be “apples to apples”. We did not have any type of specification sheet to provide the vendors. We would like to keep moving forward on this project so the funds can be expended within the required timeframe and in a timely enough manner to determine if we may be eligible and/or have another project to apply for funding for 2025-2026.

Budget Impact: \$0.0

Council Action Requested: Motion to approve the quote from the vendor the Council deems appropriate.

Green Lake Glass, Inc., 1074 ...
218-829-2881

Little Falls Glass, Inc., 112 6th St SE, Little Falls, MN 56345
320-632-8789

Lakes Area Lock and Door, Inc., 18441 Theater Rd, Brainerd, MN 56401
218-829-5097

Job Name CITY of JENKINS

Job Location JENKINS MN

of Pages Including This Page 4

R1806

CASSANDRA

PLEASE FIND THE FOLLOWING ESTIMATE ON 3 DOORS
INSTALLED. THE FOLLOWING DOORS WILL UPGRADE YOUR
CURRENT SECURITY & ENERGY NEEDS.

We will remove & replace with new. WE WILL TAKE
CARE OF TRIM WORK & CAULK UP. RE HOOK UP ELECTRIC
STRIKE. DISPOSE OF TEAR OUT MATERIALS

By OTHERS

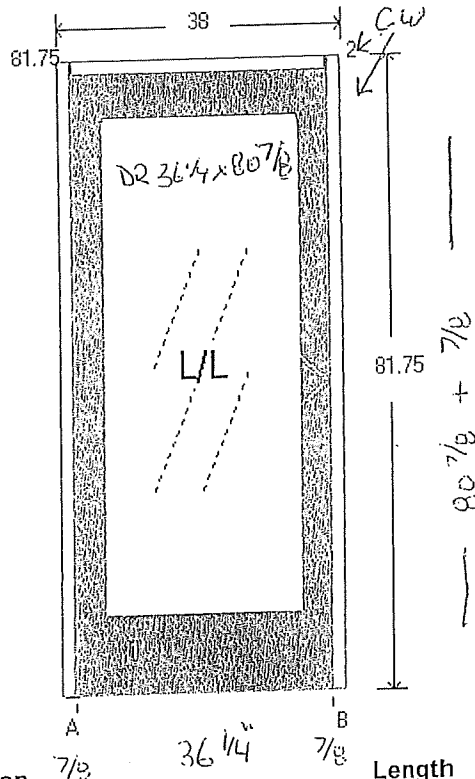
wood trim painting or staining.

TOTAL \$16,636⁰⁰

Nate

DATE: 5/16/2024 ELEVATION: A01
 CUSTOMER NAME: City Of Jenkins QUANTITY: 1
 JOB NAME: Door Relacement
 ELEVATION NAME: 1
 ELEVATION DESCRIPTION: ELEVATION A01- 1LTS WIDE, 1LTS HIGH 2450CG

MAIN OBJECT. JST
 WILL BE L/H INSULATION
 CW JAMB 7/8 x 5 1/2
 PHYSICAL ATTACK GLASS
 1-OFFICE FUNCTION NOBO
 1-ELECTRIC STRIKE
 1-CLOSED.

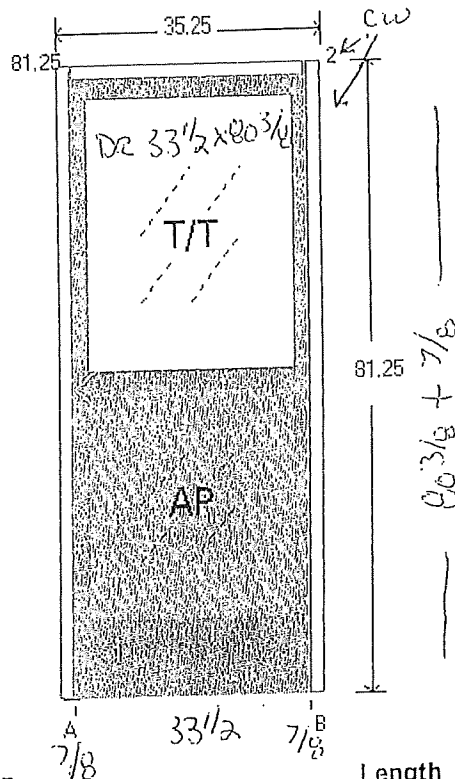


Qty	Part #	Description	Length	Unit	Finish
1	150-3101L	STOREFRONT DOOR Continuous Hinge(Standard MS Locks) Standard 3-0 x 7-0 LH 150 Series CLEAR	1.0000	EA	CLEAR
1	100-00625	Sub 1890 Lever/MS Lock	1.0000	EA	CLEAR
1	100-00652	Sub 150 Special Width Door(Max. 48" per Leaf)	1.0000	EA	CLEAR
1	100-00655	Sub 150 Special height Door(Max. 96")	1.0000	EA	CLEAR
1	100-00658	Sub 10" Bottom Rail (1223)	1.0000	EA	CLEAR
1	100-00667	Sub 1" Glass Stops	1.0000	EA	CLEAR
1	100-20023	Factory Doorlight Glazing	1.0000	EA	CLEAR
1	SC60-18P	Add Falcon SC60-18PA Drop Plate	1.0000	EA	CLEAR
1	SC60-Rw/	Add Falcon SC60 Reg/PA Closer	1.0000	EA	CLEAR
1	1450-3101	STOREFRONT DOOR FRAME Continuous Hinge(Standard MS Locks) Standard 3-0 x 7-0 LH 1450 CLEAR	1.0000	EA	CLEAR
1	31-5023F-	Add HES 5000 Electric Strike	1.0000	EA	CLEAR
0	FAB	JOINT FAB LABOR	1.0000	EA	

DATE: 5/16/2024
 CUSTOMER NAME: City Of Jenkins
 JOB NAME: Door Replacement
 ELEVATION NAME: 2
 ELEVATION DESCRIPTION: ELEVATION A02- 1LTS WIDE, 1LTS HIGH 2450CG

ELEVATION: A02
 QUANTITY: 1

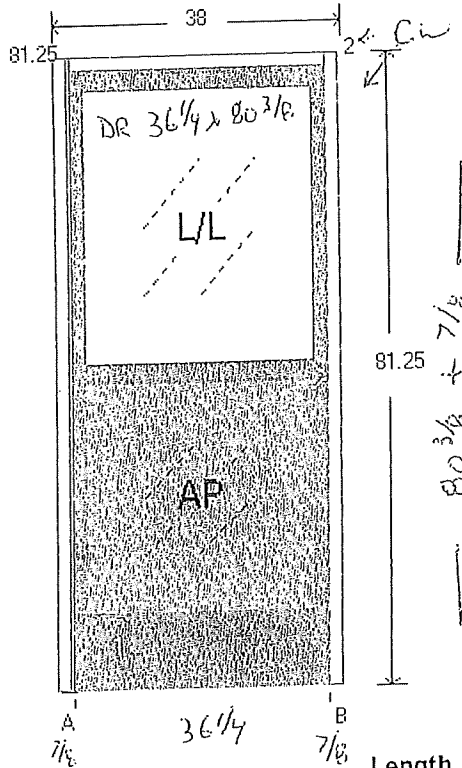
ENT DOOR
 CW JAMB 7/8" x 1/2"
 R/H OUTSWING
 INSULATED TEMPKOOL
 DOWN BAR / PULL
 1/2 GLASS / 1/2 PANEL
 CLOSER
 SWEEP
 THRESHOLD



Qty	Part #	Description	Length	Unit	Finish
1	100-3301R	STOREFRONT DOOR Continuous Hinge(Rim Panics) Standard 3-0 x 7-0 RH 100 Series CLEAR	1.0000	EA	CLEAR
1	100-00736	Sub 100 Special Width Door(Max. 48" per Leaf)	1.0000	EA	CLEAR
1	100-00739	Sub 100 Special height Door(Max. 96")	1.0000	EA	CLEAR
1	100-00744	Sub 10" Bottom Rail (1223)	1.0000	EA	CLEAR
1	100-00746	Add 1201 Muntin (1/4") or (1")	1.0000	EA	CLEAR
1	100-00750	Add Standard 3-0 Door Sweep	1.0000	EA	CLEAR
1	100-00753	Sub 1" Glass Stops	1.0000	EA	CLEAR
1	100-20123	Factory Doorlight Glazing	1.0000	EA	CLEAR
1	SC60-18P	Add Falcon SC60-18PA Drop Plate	1.0000	EA	CLEAR
1	SC60-Rw/	Add Falcon SC60 Reg/PA Closer	1.0000	EA	CLEAR
1	1450-3301	STOREFRONT DOOR FRAME Continuous Hinge(Rim Panics) Standard 3-0 x 7-0 RH 1450 CLEAR	1.0000	EA	CLEAR
0	FAB	JOINT FAB LABOR	1.0000	EA	

DATE: 5/16/2024 ELEVATION: A03
 CUSTOMER NAME: City Of Jenkins QUANTITY: 1
 JOB NAME: Door Relacement
 ELEVATION NAME: 3
 ELEVATION DESCRIPTION: ELEVATION A03- 1LTS WIDE, 1LTS HIGH 2450CG

EXT DOOR
 L/H OUTSWING
 CW JAMB 7/8 x 5 1/2
 PHYSICAL ATTACH GLASS
 PANIC BAR/PULL
 1/2 GLASS / 1/2 PANIC
 CLOSER
 SWEEP
 THRESHOLD



Qty	Part #	Description	Length	Unit	Finish
1	100-3301L	STOREFRONT DOOR Continuous Hinge(Rim Panics) Standard	1.0000	EA	CLEAR
1	100-00736	3-0 x 7-0 LH 100 Series CLEAR Sub 100 Special Width Door(Max. 48" per Leaf)	1.0000	EA	CLEAR
1	100-00739	Sub 100 Special height Door(Max. 96")	1.0000	EA	CLEAR
1	100-00744	Sub 10" Bottom Rail (1223)	1.0000	EA	CLEAR
1	100-00746	Add 1201 Muntin (1/4") or (1")	1.0000	EA	CLEAR
1	100-00750	Add Standard 3-0 Door Sweep	1.0000	EA	CLEAR
1	100-00753	Sub 1" Glass Stops	1.0000	EA	CLEAR
1	100-20123	Factory Doorlight Glazing	1.0000	EA	CLEAR
1	SC60-18P	Add Falcon SC60-18PA Drop Plate	1.0000	EA	CLEAR
1	SC60-Rw/	Add Falcon SC60 Reg/PA Closer	1.0000	EA	CLEAR
1	1450-3301	STOREFRONT DOOR FRAME Continuous Hinge(Rim Panics) Standard	1.0000	EA	CLEAR
0	FAB	3-0 x 7-0 LH 1450 CLEAR JOINT FAB LABOR	1.0000	EA	

Fabulous Glass LLC

Estimate

For: Jenkins City Hall
cassandra.delougherty@cityofjenkins.com
33861 Cottage Ave
Jenkins, MN, 56474-2052
218.568.4637

Estimate No: 793
Date: 07/22/2024


Description	Quantity	Rate	Amount
(71 x 40) 1/2" Clear Tempered Panel with envelope cutout & Speak Through Hardware; U-Channel, 5" Speak Through Installed	1	\$1,825.00	\$1,825.00
(36 x 86) Clear Aluminum Anodized Commercial Door EXTERIOR Panic Device Closure	2	\$4,000.00	\$8,000.00
(36 x 84) Clear Aluminum Anodized Commercial Door EXTERIOR Push/Pull Bar Closure	1	\$3,500.00	\$3,500.00

Payment Details

A 0% deposit of \$0.00 is required by 07/22/2024.

Subtotal	\$13,325.00
TAX 0%	\$0.00
Total	\$13,325.00

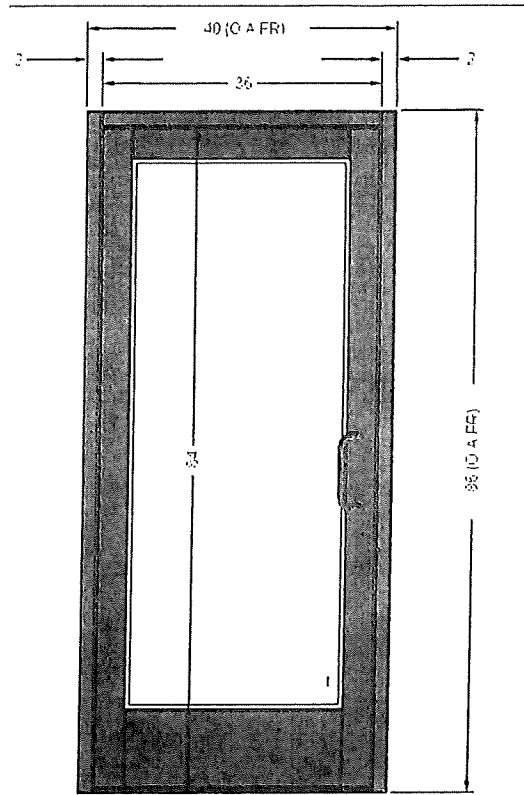
Total \$13,325.00

 **Pay Now**



Deposit due 07/22/2024 \$0.00

Shown In Bronze



Rustic Edge Remodeling Lic#805779
 2182522839
 25668 E Clark Lake Rd
 Nisswa, MN 56468-2811



Rustic Edge
 REMODELING

Prepared For Cassandra Delougherty City of Jenkins 33861 Cottage Avenue Jenkins, MN 56474	Estimate Date 07/26/2024	Estimate Number 0000267
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Description	Rate	Qty	Line Total
Flooring Approximately 1,200 sq ft of flooring. This includes removal and disposal (\$2.75/sqft), floor prep (\$1.50/sqft) and install (\$3.25/sqft) of new customer supplied LVP flooring. This price includes moving/consolidating furniture (\$0.85/sqft). Bathroom and closets not included in pricing.	\$8.35	1200	\$10,020.00
Interior work Approximately 850 sq ft of Wall Paneling. Remove existing wall paneling (\$2.75/sqft). Area above carpeted seating will need to be cut just above seat plane for removal. Inspect condition of framing and inspect quality of insulation and vapor barrier. Install (\$4.00/sqft) new customer supplied wall paneling.	\$6.75	850	\$5,737.50
Millwork Install necessary baseboard, ceiling trim and corner in areas where work is being performed. Approximately 380lf	\$3.50	1380	\$4,830.00
Exterior Door Finish trim 1 exterior door	\$175.00	1	\$175.00
Exterior Door Install 2 new exterior full glass commercial push bar doors. Fire rated install method. Install commercial closer and trim out inside to match other doors. Labor only	\$1,100.00	2	\$2,200.00
Allowance Exterior commercial doors. Full glass, push bar and closer.	\$1,400.00	2	\$2,800.00

Subtotal	25,762.50
Tax	0.00
Estimate Total (USD)	\$25,762.50

Notes

These prices reflect doing the whole scope of work, if items are reduced pricing will vary. This price includes removal of all debris created from project/s only, all labor to complete project/s and standard material. This price does not include specialized material or product, this will be picked out and supplied by customer. With this being a place of business I anticipate being flexible how projects will be performed, and expect the same to be reciprocating on completion timeline. I anticipate this project to take 9-10 working days. Please expect unforeseen items to pop up that may add to overall price. I have covered everything that I could visually see. Thank you for your consideration!

Terms

50% down

100% due upon project completion



AGENDA ITEM # 8a

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: January 23, 2025
Subject: Engagement Letter

Report: Attached please find the required engagement letter for Miller McDonald to perform the 2024 Financial Statement and Audit.

Budget Impact: \$8,300.00

Council Action Requested: Motion to approve the Engagement letter for auditing services performed by Miller McDonald.



MILLER McDONALD, INC.
Certified Public Accountants
513 Beltrami Avenue
P.O. Box 486
Bemidji, MN 56619
(218) 751 - 6300
Fax (218) 751 - 0782
www.millermcdonald.com

January 6, 2025

City of Jenkins
City Council & Finance Officer
33861 Cottage Avenue
Jenkins, MN 56474

We are pleased to confirm our understanding of the services we are to provide the City of Jenkins, Minnesota for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Jenkins, Minnesota as of and for the year ended December 31, 2024. We understand the financial statements will be presented in accordance with the prescribed basis of accounting that demonstrates compliance with the financial reporting provisions issued by the Minnesota Office of the State Auditor, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Jenkins, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards general accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Budgetary Comparison Schedules
- 2) Nonmajor Governmental Funds: Schedule of Cash Receipts, Disbursements, and Changes in Cash Fund Balance
- 3) Schedule of Indebtedness and Other Long-Term Liabilities
- 4) Schedule of Accounts Receivable
- 5) Schedule of Accounts Payable

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Official Directory

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting provisions issued by the Minnesota Office of the State Auditor and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objective also includes reporting on compliance with provisions of laws and regulations covered in the *Minnesota Legal Compliance Audit Guide for Cities*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting polices used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit on the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risk and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatements as part of our audit planning:

- Management override of controls
- Revenue recognition

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Jenkins, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the financial reporting provisions issued by the Minnesota Office of the State Auditor with the oversight of those charged with governance.

You are responsible for including all informative disclosures that are appropriate for the financial reporting provisions issued by the Minnesota Office of the State Auditor. Those disclosures will include (1) a description of the financial reporting provisions issued by the Minnesota Office of the State Auditor, including a summary of significant accounting policies, and how the financial reporting provisions issued by the Minnesota Office of the State Auditor differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the

financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the financial reporting provisions issued by the Minnesota Office of the State Auditor. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting provisions issued by the Minnesota Office of the State Auditor; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting provisions issued by the Minnesota Office of the State Auditor; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will also assist in preparing the financial statements and assist in year-end adjustments of the City of Jenkins, Minnesota in conformity with the financial reporting provisions provided by the Minnesota Office of the State Auditor for cash basis cities based on information provided by you. Included with the financial statement preparation, we will propose adjusting and correcting journal entries and prepare the state annual reporting form.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement and adjustment services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Miller McDonald, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Miller McDonald, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State Auditor or its designee. The State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jon Roscoe is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately February 25, 2025 and to issue our reports no later than June 30, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$8,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City of Jenkins's financial statements. Our report will be addressed to management and those charged with governance of the City of Jenkins. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in

advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the City of Jenkins, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Miller McDonald, Inc.

Miller, McDonald Inc.

RESPONSE:

This letter correctly sets forth the understanding of the City of Jenkins, Minnesota.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA ITEM # 86

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: January 23, 2025
Subject: Shared Services Agreement

Report: Attached please find an updated Shred Services Agreement with Sourcewell for Community Development (P&Z) services for your consideration. The City has used Sourcewell on an as needed basis for the past several years.

Budget Impact: As needed.

Council Action Requested: Motion to approve the Shared Services Agreement with Sourcewell.

SHARED SERVICES AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES

THIS SHARED SERVICES AGREEMENT (Agreement) is effective upon the date of the last signature below (Effective Date), by and between **Sourcewell**, located at 202 – 12th Street NE, PO Box 219, Staples, MN 56479, and the **City of Jenkins** (Community) located at 33861 Cottage Avenue, Jenkins, MN 56474. Sourcewell and Community shall be known collectively as the “Parties”.

ARTICLE 1: PURPOSE

- 1.1 Purpose. Sourcewell and Community agree that the purpose of this Agreement is to outline the Parties’ responsibilities with respect to Community’s purchase of community development services from Sourcewell.

ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

- 2.1 Community Duties. Community is the authority for all land use regulation within its borders. Community may designate a Zoning Administrator under its land use ordinance. Community is responsible for consulting its legal counsel on issues outside the scope of work of this Agreement.
- 2.2 Staffing. Sourcewell shall furnish a Community Development Administrator (CDA) to perform community development services for Community. Said CDA shall be employed by Sourcewell and supervised by Sourcewell’s Associate Director of Community Development. Sourcewell shall pay all employment-related expenses for the CDA, including salary, benefits, travel expenses, and training. Sourcewell reserves the right to assign any CDA on its staff and to provide an alternative CDA as needed to fulfill its obligations under this Agreement. In the event Sourcewell experiences a loss of staff which significantly impacts its ability to perform under this Agreement, Sourcewell may, in its sole discretion, work with Community to modify the scope of the Agreement or it may withdraw from this Agreement. Sourcewell will give Community written notice of its intent as soon as possible following the significant loss of staff. Email notice is sufficient. The notice will contain a date on which the Agreement and all services would end. The end date will be no sooner than two weeks from the date notice was given and no longer than 30 days from the date of the notice. In the alternative, Sourcewell and Community may agree to modify the scope of this Agreement and the CDA’s work. Any such modification must be in writing, signed by both parties, and attached to this Agreement as an addendum.

2.2.1 Scope of Work. CDA will provide services in support of the Community as issuing authority. Community may designate CDA to perform only those functions of the Zoning Administrator as defined in this Agreement. During the initial and any renewal terms of this Agreement, the CDA's roles and responsibilities shall be limited to:

Land Use Administrator functions. The CDA will perform the services of the Administrator as defined in Community's land use/zoning ordinance and as limited by this Agreement:

a. General Zoning Administrative Duties.

- i. Answer zoning administration questions from public.
- ii. Review zoning applications for compliance.
- iii. Advise and assist in issuing administrative permits.
- iv. CDA may conduct site visits to ensure compliance with permit requirements. CDA will perform no building inspections or related service.

b. Public Meetings.

- i. CDA will attend meetings at their own discretion. Attendance may include virtual attendance, via phone, or in-person, as necessary and determined in the discretion of the CDA. Community will make affirmative efforts to minimize in-person attendance of CDA. CDA is not responsible for logistical support and administrative duties at public meetings, including tasks such as setting up the room and taking minutes, etc.
- ii. CDA may prepare certain notices, reports, recommendations, and additional support documents as needed for meetings of the council and planning commission.
- iii. CDA will participate in planning commission meetings in an advisory capacity only.

c. Enforcement.

- i. Community is responsible for enforcement of its Land Use/Zoning Ordinance. The procedure for enforcement issues will be as follows:
 - a. Community will develop a form (paper, electronic or both) on which violation complaints may be submitted.
 - b. Citizens will submit the complaint form to City Hall or other designated place of official community business.
 - c. Community staff will provide the complaint to the appropriate authority. If the complaint is related to enforcement of Community's Land Use/Zoning Ordinance, such complaint may be directed to the CDA.

- d. The CDA may review the complaint and attempt to gain voluntary compliance in the resolution of such complaint.
- e. In their sole discretion, the CDA may visit the property of the alleged violation. In doing so, the CDA may request support from Community including, but not limited to, support from law enforcement. CDA will not be required to conduct any site visit or meeting where any safety concerns exist.
- f. The CDA shall prepare a letter (violation notice), in draft form, and send it to Community. Community will then put it on Community letterhead and have an appropriate community authority sign the letter and send it to the party responsible for the property containing the alleged violation.
- g. If voluntary compliance to resolve the complaint has not been obtained, the CDA may prepare a second letter (violation notice) using the same process as the first letter.
- h. If after two letters, the CDA is unable to gain voluntary compliance, the CDA will recommend that the matter be referred by the Community to the Community's attorney for advice and counsel regarding further action.
- i. Other than the procedures described above, the CDA will have no other responsibility or authority related to enforcement of Community's planning and zoning ordinance.
- j. The Community remains fully responsible for any and all enforcement actions including, but not limited to, issuance of any citations and other compliance tools as defined in the Ordinance.

2.3 Community Responsibility. In exchange for Sourcewell's services, Community agrees to the following:

- 2.3.1 Community will provide staffing for all planning commission and city council meetings.
- 2.3.2 Participation in a meeting with the CDA or other Sourcewell staff regarding the Roles and Responsibilities of the CDA and the Community. This meeting will occur at least every two years, or more frequently if necessary and as recommended by the CDA or other Sourcewell staff.
- 2.3.3 Participation in a Land Use Essentials Training with the CDA or other Sourcewell staff. This training will occur at least every two years, or more frequently if necessary and as recommended by the CDA or other Sourcewell staff.
- 2.3.4 The CDA or other Sourcewell staff must not be given keys to the community's buildings or official places of business. The CDA or other Sourcewell staff may only be present in a community building or official place of business when another employee of community is present.

- 2.3.5 Provide the CDA with information regarding emergency procedures, policies, shelters and exit routes, for any building where the CDA provides services.
- 2.3.6 Provide the CDA with a work environment free from hostile conduct including but not limited to perceived or actual threats to the CDAs personal safety, professional standing, or family safety, regardless of whether those threats are made directly or indirectly, in person, in writing, on an electronic source or platform, or through a third party. The work environment will also be free of harassment including but not limited to repeated unwanted contacts without reasonable business purpose, insults and offensive language. Harassing or threatening conduct toward the CDA, or other Sourcewell personnel, will be grounds for immediate termination of this Agreement.
- 2.3.7 Provide the CDA with a work environment free from exposure to criminal activity, fraud, or other conduct which is not consistent with the professional ethics and values of the CDA and/or Sourcewell. Such conduct will be grounds for immediate termination of this agreement by Sourcewell.
- 2.3.8 In lieu of immediate termination, Sourcewell may, at its sole discretion, temporarily suspend services under this Agreement and seek information related to conduct alleged to be hostile, harassing, unsafe, criminal, fraudulent or similarly concerning in nature. Community agrees to cooperate with requests for information and understands that failure to do so will result in immediate termination of this Agreement.
- 2.3.9 In the event Sourcewell determines that prohibited conduct occurred, Sourcewell may choose any of the following options for relief:
 - a. Terminate the Agreement with or without notice to Community.
 - b. Suspend the Agreement until action steps to correct the circumstances or conduct have been completed to the satisfaction of Sourcewell.
 - c. Modify the Agreement.
- 2.4 Compensation. Community shall compensate Sourcewell for providing community development services at the rate outlined in Appendix A. The rate of payment is subject to annual review and modification at Sourcewell's discretion. Sourcewell shall notify Community of any rate modification, at which time Community shall accept the modification or provide notice of termination in accordance with section 3.2 below. Agreed upon modifications shall be documented and attached to this Agreement as a new Appendix A, which shall be entitled "Fee Schedule." The remainder of this Agreement shall remain in full force and effect.
- 2.5 Billing and Payment. Sourcewell shall submit a monthly invoice to Community for services rendered. Community shall remit payment to Sourcewell for the invoiced amount within thirty (30) calendar days of the date of the invoice.
- 2.6 Additions and Modifications. Except as otherwise stated herein, any modification to this Agreement shall be mutually agreed upon between the Parties in writing.

ARTICLE 3: TERM AND TERMINATION

- 3.1 Term. This Agreement, and any duly executed modifications to this Agreement, shall commence on the Effective Date and will continue indefinitely unless or until the Agreement is terminated by either party or until a new Agreement takes effect. Either party may modify this Agreement as outlined below. Sourcewell reserves the right to request that Community enter into a new Agreement. If a new Agreement is signed by the parties, and unless a different date is agreed to in writing, the terms of this Agreement will become null and void upon the date of last signature on the new agreement.
- 3.2 Modifications. This Agreement may be modified by agreement between the parties. Any modifications must be detailed, in writing, and must be attached to this Agreement. The writing must be signed and dated. The modification will take effect upon the date of the last signature and will continue indefinitely, unless further modified or until the Agreement has been terminated.
- 3.3 Termination for Convenience. Either party may terminate this Agreement at any time upon sixty (60) days' written notice to the other party. Termination pursuant to this section does not relieve Sourcewell of its obligations to complete any open services. Nor will Community be relieved of its obligation to pay for such open services.
- 3.4 Termination for Cause. In addition to the grounds for termination set forth in Article 2, either party may terminate this Agreement upon written notice of material breach to the other Party provided the other Party does not cure the breach within thirty (30) days of receiving notice. The notice must describe the breach in detail and state the non-breaching Party's intent to terminate the Agreement.
- 3.5 Survival. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination, and Articles 3, 4, and 5 will survive. All other rights granted under this Agreement shall cease.

ARTICLE 4: DATA AND MATERIALS

- 4.1 Government Data. The Parties acknowledge that each is subject to the Minnesota Government Data Practices Act (MGDPA) at Minnesota Statutes, Chapter 13. The Parties further acknowledge that any data collected, created, received, maintained, or disseminated in conjunction with this Agreement is collected, created, received, maintained, or disseminated for Community's benefit and is the sole property of Community.

- 4.1.1 Community shall be responsible for ensuring government data related to this Agreement is appropriately classified, categorized, and inventoried as required by the MGDPA, for protecting such data in accordance with the Act, and for responding to any related public data requests.
 - 4.1.2 Sourcewell shall restrict access to Community's government data to staff whose work assignments reasonably require such access, and it shall take reasonable measures to protect Community's data during the term of this Agreement. Upon expiration or termination of this Agreement, Sourcewell shall return or destroy Community's data except to the extent that such data must be retained to satisfy auditing or statutory requirements.
- 4.2 Work Product. The Parties acknowledge that any reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation (Materials) developed or used in conjunction with this Agreement are generated for Community's benefit and are the sole property of Community.
- 4.2.1 Community shall use all Materials only for the purpose for which they were prepared. If the Materials are used for any other purpose, Community shall indemnify and hold Sourcewell harmless for such reuse.
 - 4.2.2 Notwithstanding the foregoing, Sourcewell may maintain and reuse standard details related to this Agreement in the normal course of its business.
- 4.3 Audit and Record Disclosure. Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party, the State Auditor, and other duly authorized entities. For that purpose, the Parties shall maintain these and other related records for a period of six (6) years after the date of termination of this Agreement. This section does not apply to government data generated or used solely for Community's benefit and, therefore, owned by Community as outlined above.

ARTICLE 5: GENERAL TERMS AND CONDITIONS

- 5.1 Subcontracting. Sourcewell shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval from Community.
- 5.2 Notices. All notices, invoices, and statements (Notice) related to this Agreement must be in writing. Except as otherwise provided in Article 2, notice of termination shall be delivered in person or mailed to the intended recipient at its current address. All other correspondence or communication may be mailed, hand delivered, or sent via fax or email to the other Party.

- 5.2.1 Each Party shall notify the other of any change to contact information, including address, telephone number, point of contact, and email address.
- 5.2.2 Notice will be deemed to have been given: (a) when delivered in person during normal business hours; (b) upon confirmation of receipt when transmitted by facsimile or electronic mail; (c) upon receipt when sent by registered or certified mail, postage prepaid; or (d) on the date of receipt if transmitted by national overnight courier with confirmation of delivery.
- 5.3 Governing Law, Jurisdiction and Attorney's Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be adjudicated in a Minnesota court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorney's fees from the other Party.
- 5.4 Assignment. Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement without prior written consent from the other Party. If assignment is permitted, any successor in interest shall acquire the assigning Party's entire interest in this Agreement. Any prohibited assignment shall be invalid.
- 5.5 Relationship. Each Party is an independent entity under the terms of this Agreement. Except as defined herein, neither Party will have any right, power, or authority to act or create any obligation on behalf of the other Party. Except as provided herein, all operational expenses incurred by either Party will be borne by the Party incurring the expense.
- 5.6 Limitations of Liability. Sourcewell's responsibility shall be governed by the Minnesota Statutes, Chapter 466. Neither party shall be liable to the other for any punitive, special, incidental or consequential damages including but not limited to: compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated commissions on sales or anticipated sales, or expenditures, investments or commitments made in connection with the establishment, development or maintenance of the selling representation created by this Agreement or in connection with the performance of obligations regardless of the form of action, whether in contract, tort or other legal theory. The foregoing limitation shall apply: (a) even if such party has been advised of the possibility of such damages; and (b) notwithstanding any failure of essential purpose of any limited remedy herein.
- 5.7 Insurance. Sourcewell agrees to provide a minimum of one million dollars (\$1,000,000.00) per occurrence in general liability insurance with excess umbrella coverage of two million dollars (\$2,000,000.00) for Sourcewell staff assigned to provide services in conjunction with this Agreement.

- 5.8 Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform for any cause beyond its reasonable control. Such causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, war, failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable to carry out its obligations under this Agreement, that party shall give written notice to the other including an explanation of the circumstances.
- 5.9 Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 5.10 Entire Agreement. The individuals signing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and the Agreement contains the entire understanding between the Parties concerning the subject matter.
- 5.11 Severability. In the event that any terms of this Agreement are in conflict with or are otherwise unenforceable under any rule, law, or statutory provision, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 5.12 Waiver. Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 5.13 Execution and Delivery of Documents. Each of the parties hereto, his or her heirs, legal representatives, successors, and assigns shall do all things to execute and deliver any documents necessary, at any time, to carry out and effectuate the terms and conditions of this Agreement.

Remainder of page intentionally left blank.

IN WITNESS THEREOF, Community and Sourcewell have executed this Agreement as of the date hereof.

Sourcewell

By: _____
Justin Burslie

Title: Associate Director of
Community Development

Date: _____

City of Jenkins

By: _____
Andrew Rudlang

Title: Mayor

Date: _____

City of Jenkins

By: _____
Krista Okerman

Title: City Clerk/Treasurer

Date: _____

APPENDIX A: FEE SCHEDULE

Fees. Sourcewell will provide community development services at a rate of \$55.00 per hour, billed in 15-minute increments. Sourcewell will not charge for travel time. The service rate will increase \$5.00 per hour starting January 1, 2026 and each year thereafter when this Agreement is in effect. Sourcewell will periodically evaluate the rate and increase. Sourcewell shall not impose costs and fees other than those outlined above.

Summary of Changes to Zoning Administration Shared Services Agreement January 2025

ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

- 2.2. Staffing- added language related to what happens if Sourcewell experiences a significant loss of staff which impacts its ability to perform under the Agreement.
- 2.2.1 Scope of Work- added a sentence to clarify that the Community Development Administrator (CDA) will perform only those functions of the Zoning Administrator as defined in the Agreement.
 - 2.2.1(a)(iv) replaced the word “inspections” with the word “visits.”
 - 2.2.1(b)(ii) added that CDA will attend meetings at their own discretion, made some phrasing changes to the last sentence about what the CDA will not assist with and specifically removed the “screening for health conditions” language.
 - 2.2.1(b)(iv) added this paragraph related to CDA not being responsible to run the meetings, only to work in an advisory capacity.
 - 2.2.1(c) updated all language to reflect current practice on CDAs involvement with enforcement matters.
- 2.3 Community Responsibility- this whole paragraph was added to the Agreement to address various expectations/ responsibilities the community has including two required meetings with Sourcewell staff and language to address an overall safe work environment for CDAs.

ARTICLE 3: TERM AND TERMINATION

- 3.1. Term – added new language related to modification and the possibility of new/updated agreements.
- 3.2. Modifications – added this paragraph to specifically address how modifications can be made.
- 3.4 Termination- added language referencing the grounds for termination in Article 2.

APPENDIX A: Fee Schedule

- Was modified to increase the hourly rate for services (effective January 1, 2026), add a per-hour annual rate increase.



AGENDA ITEM # _____

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: January 23, 2025

Subject: Resolution #25-01-305

Report: Attached please find a Resolution authorizing staff to make online payments for bills. We do have an EFT Policy in place. However, it does not specify monthly bills. There are times making these types of payments is necessary due to timing of meetings and bill due dates. The payments will be approved at the following Council meeting.

Budget Impact: As needed.

Council Action Requested: Motion to approve Resolution #25-01-305 Allowing Wire/Automated Bank Payments.

8c

RESOLUTION #25-01-305
RESOLUTION ALLOWING WIRE/AUTOMATED BANK PAYMENTS

WHEREAS, the City Council of the City of Jenkins, County of Crow Wing, State of Minnesota, acknowledges the need for wire and automated bank payments for such things as payroll withholdings, monthly bills and other required payments.

NOW, THEREFORE, BE IT RESOLVED that the City Council shall allow the Clerk to make such payments by wire/automation instead of paper checks. These payments will be approved at the appropriate council meeting.

Adopted by the City Council of the City of Jenkins, Minnesota this the 28th day of January 2025.

Andrew J. Rudlang, Mayor

ATTEST: _____
City Clerk Krista A. Okerman



AGENDA ITEM #

8d

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: January 23, 2025

Subject: Liquor Licenses

Report: The annual liquor licenses are due to expire on March 31, 2025. The following liquor establishments are requesting renewal of their liquor licenses.

On Sale intoxicating with Sunday Sales

1. A-Pine Restaurant
2. VFW
3. Shiner's
4. Wildwedge
5. Snarky Loon

Tap Room (Brew Pub) on Sale and Sunday Sales

1. Snarky Loon

On-sale 3.2 and Sunday sales

1. AmericInn (Om Shri)

Off-sale

1. Northland Liquors

Action requested: Motion to approve the 2025-2026 liquor license renewals as listed above contingent upon receiving the necessary documentation and fees.