



CITY COUNCIL MEETING AGENDA

Monday, April 14, 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 March 10, 2025 meeting
 - c. Financial Report through February 29, 2025
 - d. Pre-written check #'s 30022-30064 & EFT's; **\$206,647.79**
 - e. Proposed checks, claim #'s 2679-2693; **\$17,564.59****TOTAL EXPENSES = \$224,212.38**

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. Wilson Township – Mark Buchite
7. Unfinished Business
8. New Business
 - a. MN Power Franchise Agreement
 - b. Pest Control bids
 - c. Liability Coverage Waiver Form
 - d. 2025 Spring Projects
9. Reports of Officers, Committees, Staff
 - a. Mayor's Report
 - b. Clerk's Report
 - c. Parks and Recreation Committee Report
10. Miscellaneous/Communication
11. Adjournment

**County of Crow Wing
City of Jenkins
Draft**Minutes of the Regular City Council Meeting**Draft
March 10, 2025**

Call to Order – Pledge of Allegiance

The meeting was called to order by Mayor Rudlang at 6:00 PM, and the Pledge of Allegiance was recited.

Roll Call: Present: Mayor Rudlang, Council Members Siltman, Barnett and Carlson; Clerk Okerman. Absent: Council Member Flategraff.

Agenda Additions/Deletions

The council discussed additions to the agenda. They agreed to add chair bids under New Business after the entrance ramp bid. Additionally, a parks report was added as item 8c.

Consent Agenda

Carlson motioned to approve the consent agenda. Siltman seconded. The motion passed unanimously.

- 4a. Agenda
- 4b. Minutes of the February 25, 2025 meeting
- 4c. Pre-written payroll checks; \$2,635.45
- 4d. Proposed checks and EFT's; \$20,146.01
- TOTAL EXPENSES=\$27,030.87**

Open Forum

There were no participants for the open forum, either in person or via Zoom.

Unfinished Business

Rosewood Street bids

The council discussed two bids for patching a section of Rosewood Street from Highway 371 past the curve. It was noted that the majority of funding for this project was already secured through Small City's Assistance. The council reviewed the specifications provided by Engineer Reints, which included work adding wider aprons where the curve in the road is located.

Anderson Brothers' bid was significantly lower than the other bid received. The council agreed that this was an important thoroughfare to the industrial park and should be repaired.

Siltman motioned to accept the bid from Anderson Brothers in the amount of 28,861.60. Barnett seconded. The motion passed unanimously.

Resolution to null and void CUP

The council discussed a draft resolution to declare a Conditional Use Permit (CUP) for Red Oak Farms null and void. It was noted that the city attorney had reviewed and approved the resolution. The council agreed that this resolution would be filed with the county to ensure that future property buyers would be aware that the CUP no longer exists.

Siltman motioned to approve resolution 25-03-307 Declaring a CUP for Alexander Drown Null and Void. Carlson seconded. The motion passed unanimously.

New Business

2025 Dust Control

The council reviewed a bid from Corbin Excavating for dust control application. It was noted that Corbin Excavating had provided this service for the past couple of years. The council discussed the availability and cost of alternative products, such as DuraBlend, which is more environmentally friendly but more expensive and potentially less available.

The council considered the environmental factors, timeliness of application, and cost. They agreed that getting the dust control applied in a timely manner was crucial. It was also mentioned that Jenkins Township typically reimburses the city for half of the cost for Norway Drive, amounting to about \$600.

Carlson motioned to approve Corbin Excavating for 2025 dust control. Barnett seconded. The motion passed unanimously.

SHIP grant opportunity

The council discussed a grant opportunity through Crow Wing County Energize, with a maximum of \$1,500 available and a April 1st application deadline. Several potential projects were considered, including:

- Lighting at the Jenkins site
- Black dirt for the community garden
- Cleanup day expenses, such as shredding services
- Installation of drinking fountains

The council agreed to prioritize the drinking fountain installation as their first choice for the grant application, with the black dirt for the community garden as a backup option.

Entrance ramp bid

The council reviewed a bid from Bruce Rauma, a member of Legacy Church, for constructing a new entrance ramp and deck. The bid was for \$2,289.43, with an estimated 40 hours of labor. The council discussed the importance of ensuring ADA compliance for the wheelchair ramp and agreed that the price was fair for the work involved.

Barnett motioned to approve the bid for the entrance ramp and two decks. Siltman seconded. The motion passed unanimously.

Chair bids

The council reviewed options for new chairs in the council chambers. They decided on four-legged chairs with armrests, as opposed to u-shaped ones, noting that they would be more stable. The quantity was set at 16 chairs, with a total cost of approximately \$807.

Carlson motioned to proceed with the acquisition of 16 four-legged chairs. Barnett seconded. The motion passed unanimously.

Reports of Officers, Committees, and Staff

Mayor's Report

The mayor briefly noted that the joint meeting with planning and zoning was productive and suggested holding such meetings twice a year. The mayor also expressed excitement about the improvements being made to the council chambers.

Clerk's Report

Okerman stated the annual clerk's conference would be held the following week, and the office would be closed on Wednesday and Thursday. She noted that Steve Stricker had resigned from the Planning Commission. It was consensus to advertise an opening on the Planning Commisison.

Parks Report

Siltman reported on plans for a city Easter egg hunt. He proposed holding the event at either Veterans Memorial Park or the ball field, with a tentative date set for either April 12th or 19th. The committee requested city funds for purchasing supplies such as hot dogs, chips, and candy for the eggs. He also mentioned having support from a local 4-H group to help with the event.

Rudlang motioned to authorize the parks committee to plan the Easter egg hunt event and approve an initial \$300 in expenses related to the event. Barnett seconded. The motion passed unanimously.

Miscellaneous/Communication

The council discussed ongoing improvements to the building, including trim installation and potential measures to address insect issues, particularly Asian beetles and wasps. They considered the possibility of obtaining a quote from a professional pest control service to assess the situation and provide potential solutions.

Adjournment

Siltman motioned to adjourn the meeting at 6:48 PM. Carlsonm seconded. The motion passed unanimously.

Approved this _____ day of _____, 2025.

Krista A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

4c.
Feb. 2025

For the Period : 2/1/2025 To 2/28/2025

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$445,658.55	\$10,026.51	\$45,190.14	\$410,494.92	\$0.00	\$0.00	\$410,494.92
CARES/ARPA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Development Program	\$8,592.27	\$0.00	\$0.00	\$8,592.27	\$0.00	\$0.00	\$8,592.27
Charitable Gambling Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023A Improvement Program Fund Account	\$219,388.39	\$468.20	\$0.00	\$219,856.59	\$0.00	\$0.00	\$219,856.59
4-year CD #10096423 - Ops Reserve	\$58,070.62	\$0.00	\$0.00	\$58,070.62	\$0.00	\$0.00	\$58,070.62
Savings Account-Committed Funds	\$176,619.94	\$17.82	\$0.00	\$176,637.76	\$0.00	\$0.00	\$176,637.76
2023 Street Improvements Construction	(\$89,087.15)	\$0.00	\$0.00	(\$89,087.15)	\$0.00	\$0.00	(\$89,087.15)
Total	\$819,242.62	\$10,512.53	\$45,190.14	\$784,565.01	\$0.00	\$0.00	\$784,565.01

Date

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
02/03/2025	OM SHRI	332297	Liquor license 2024-2025, AmericInn	(02/03/2025) -	N	Alcoholic Beverages	100-32110-	\$ 150.00 <u>\$ ✓ 150.00</u>
02/10/2025	Sourcewell	332302	Third Party Reimbursement for Widseth CIP Update EFT048972	(02/10/2025) -	N	Refunds and reimbursements	100-36240-	\$ 7,986.25 <u>\$ ✓ 7,986.25</u>
02/12/2025	Snarky Loon	332299	2025-2026 liquor licenses	(02/12/2025) -	N	Alcoholic Beverages	100-32110-	\$ 950.00 <u>\$ ✓ 950.00</u>
02/12/2025	Court Administrators	332300	Ohr restitution	(02/12/2025) -	N	Compensation for Loss of General Fixed Assets	100-39102-	\$ 200.00 <u>\$ ✓ 200.00</u>
02/12/2025	Shiner's LLP	332301	2025-2026 liquor license	(02/12/2025) -	N	Alcoholic Beverages	100-32110-	\$ 550.00 <u>\$ ✓ 550.00</u>
02/18/2025	Crow Wing County	332303	Fines	(02/18/2025) -	N	Court Fines	100-35101-	\$ 125.00 <u>\$ ✓ 125.00</u>
02/28/2025	First National Bank	332304	savings interest	(02/28/2025) -	N	Interest Earning	404-36210-	\$ 17.82 <u>\$ ✓ 17.82</u>
02/28/2025	PMA	332305	INTEREST/DIVIDENDS	(02/28/2025) -	N	Interest Earning Interest Earning Interest Earning	100-36210- 100-36210- 301-36210-	\$ 55.18 \$ 10.08 \$ 468.20 <u>\$ ✓ 533.46</u>
Total for Selected Receipts								<u>\$ ✓ 10,512.53</u>

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/03/2025	Widseth Smith Nolting & Assoc., Inc	024722	Inv236111 Veterans Street ROW Platting through January 10th, 2025	N	Planning and Zoning	100-41910-303-	\$ 1,128.00
		Total For Check	024722				\$ 1,128.00
02/03/2025	American Legal Publishing	024723	Inv40224 2025 S-1 Online Code Supplement Pages (102@\$1.95), Folio USB(\$50), S&H Fee (\$10)	N	Clerk	100-41425-433-	\$ 258.90
		Total For Check	024723				\$ 258.90
02/03/2025	AT & T Mobility	024724	cell phone-Roger	N	Public Works/Maintenance	100-43102-321-	\$ 30.00
		Total For Check	024724				\$ 30.00
02/03/2025	Betty Guenin	024725	Cleaning Services	N	General Government Buildings and Plant	100-41940-310-	\$ 100.00
		Total For Check	024725				\$ 100.00
02/03/2025	Breen & Person, LTD.	024726	legal services	N	City/Town Attorney	100-41610-304-	\$ 200.00
		Total For Check	024726				\$ 200.00
02/03/2025	August Anderson	024727	City Hall Interior Remodel- Down Payment of All Materials and Half of Labor Costs	N	General Government Buildings and Plant	100-41940-520-903	\$ 6,689.50
		Total For Check	024727				\$ 6,689.50
02/03/2025	Cassandra Delougherty	024728	Mileage Reimbursement	N	Clerk	100-41425-331-	\$ 68.78
		Total For Check	024728				\$ 68.78
02/03/2025	Krista Okerman	024729	Mileage Reimbursement Staples Clerk-Treasurers Network 92 miles	N	Clerk	100-41425-331-	\$ 60.26
		Total For Check	024729				\$ 60.26
02/10/2025	LMCIT C/O Berkley Risk Admin.	2001	Workers's Compensation 1004586-7 Agreement Audit-PR 01/28/2025	N	Insurance	100-41960-151-	\$ 1,111.00
		Total For Check	2001				\$ 1,111.00
02/10/2025	City of Pequot Lakes	2002	Police Contract Invoice #2431	N	Police Administration	100-42110-315-	\$ 3,605.00

Fund Name: Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
	Total For Check	2002					<i>o/s</i> \$ 3,605.00
02/10/2025	Pequot Lakes Sanitation	2003	garbage service	N	General Government Buildings and Plant	100-41940-384-	\$ 45.35
	Total For Check	2003					\$ / 45.35
02/10/2025	State of IA	EFT2565709	CSE 12/29/24 - 1/11/25 pay period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT2565709					\$ / 60.00
02/10/2025	Internal Revenue Service	EFT3561035	January 941 Q1 2025	N	Payroll Administration	100-41501-122-	\$ 1,083.19
		EFT3561035				100-41501-135-	\$ 253.33
		EFT3561035				100-41501-170-	\$ 313.14
	Total For Check	EFT3561035					\$ / 1,649.66
02/11/2025	Payroll Period Ending 02/08/2025	2004	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	2004					\$ / 230.87
02/11/2025	Payroll Period Ending 02/08/2025	2005	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	2005					\$ / 230.87
02/11/2025	Payroll Period Ending 02/08/2025	2006	01/26 - 02/8/25 pay period, Health and CC payroll	N	Payroll Administration	100-41501-131-	\$ 303.99
	Total For Check	2006					\$ / 303.99
02/11/2025	Payroll Period Ending 02/08/2025	2007	01/26 - 02/8/25 pay period, Health and CC payroll	N	Clerk	100-41425-101-	\$ 967.91
	Total For Check	2007					\$ / 967.91
02/11/2025	Payroll Period Ending 02/08/2025	2008	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	2008					\$ / 230.87
02/11/2025	Payroll Period Ending 02/08/2025	2009	01/26 - 02/8/25 pay period, Health and CC payroll	N	Clerk	100-41425-101-	\$ 1,412.72
	Total For Check	2009					\$ / 1,412.72
02/11/2025	Payroll Period Ending 02/08/2025	2010	01/26 - 02/8/25 pay period, Health and CC payroll	N	Payroll Administration	100-41501-131-	\$ 336.59
	Total For Check	2010					\$ / 336.59

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/11/2025	Payroll Period Ending 02/08/2025	2011	01/26 - 02/8/25 pay period, Health and CC payroll	N	Payroll Administration	100-41501-131-	\$ 226.57
	Total For Check	2011					\$ / 226.57
02/11/2025	Payroll Period Ending 02/08/2025	2012	01/26 - 02/8/25 pay period, Health and CC payroll	N	Public Works/Maintenance	100-43102-103-	\$ 518.84
	Total For Check	2012					\$ / 518.84
02/11/2025	Payroll Period Ending 02/08/2025	2013	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 277.05
	Total For Check	2013					\$ o/s 277.05
02/11/2025	Payroll Period Ending 02/08/2025	2014	01/26 - 02/8/25 pay period, Health and CC payroll	N	Public Works/Maintenance	100-43102-103-	\$ 58.16
	Total For Check	2014					\$ / 58.16
02/11/2025	Payroll Period Ending 02/08/2025	2015	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	2015					\$ / 230.87
02/11/2025	Payroll Period Ending 02/08/2025	2016	01/26 - 02/8/25 pay period, Health and CC payroll	N	Public Works/Maintenance	100-43102-103-	\$ 252.17
	Total For Check	2016					\$ / 252.17
02/11/2025	Metro Sales	EFT163546*	Inv 2712132, Contract period 11/14/24-2/13/25	N	Clerk	100-41425-209-	\$ 333.90
	Total For Check	EFT163546					\$ / 333.90
02/11/2025	PERA	EFT1651709 EFT1651709 EFT1651709 EFT1651709	1/26 - 2/8/25 pay period	N	Clerk Payroll Administration Public Works/Maintenance	100-41425-115- 100-41425-115- 100-41501-121- 100-43102-115-	\$ 120.06 \$ 79.57 \$ 275.74 \$ 39.35
	Total For Check	EFT1651709					\$ / 514.72
02/11/2025	State of IA	EFT67813	CSE 1/26 - 2/8/25 pay period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT67813					\$ / 60.00
02/11/2025	MN Power	EFT8220360*	Street lights and electricity	N	Street Lighting	100-43160-381-	\$ 476.76
	Total For Check	EFT8220360					\$ / 476.76
02/11/2025	MN Power	EFT8220364*	Street lights and electricity	N	Street Lighting	100-43160-381-	\$ 182.00
	Total For Check	EFT8220364					\$ / 182.00

Fund Name: Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/25/2025	Thurlow Hardware	30001	torch, propane cylinder, bolts, torX screws, funnel	N	Public Works/Maintenance	100-43102-221-	\$ 130.95
		Total For Check	30001				<u>\$ 0/S 130.95</u>
02/25/2025	Elan Financial Services	30002	Clerks Conf, Notary renew, Bobcat repairs, fuel, postage, tools	N	Council/Town Board	100-41110-351-	\$ 10.20
		30002			Clerk	100-41425-201-	\$ 204.90
		30002				100-41425-322-	\$ 292.00
		30002				100-41425-433-	\$ 120.00
		30002				100-41425-440-	\$ 790.00
		30002			Accounting	100-41530-351-	\$ 63.75
		30002			Planning and Zoning	100-41910-310-	\$ 72.08
		30002			General Government Buildings and Plant	100-41940-215-	\$ 53.20
		30002			Public Works/Maintenance	100-43102-215-	\$ 53.66
		30002				100-43102-240-	\$ 473.58
		30002			Road and Bridge Equipment	100-43126-212-	\$ 182.15
		30002				100-43126-221-	\$ 748.60
		Total For Check	30002				<u>\$ 0/S 3,064.12</u>
02/25/2025	TDS	30003	Phone and internet	N	General Government Buildings and Plant	100-41940-321-	\$ 180.93
		Total For Check	30003				<u>\$ 0/S 180.93</u>
02/25/2025	Pequot Lakes Fire District	30004	2025-2026 Fire COntract	N	Fire Administration	100-42210-314-	\$ 13,283.30
		Total For Check	30004				<u>\$ 0/S 13,283.30</u>
02/25/2025	Joe Johnson Septic Service	30005	Jet septic system(\$380),2satelite blfld 4/5-11/10 (\$840), 2satelites park@\$120/mth (7m&6m)	N	General Government Buildings and Plant	100-41940-310-	\$ 380.00
		30005			Park Areas	100-45202-310-	\$ 1,560.00
		30005				100-45202-310-	\$ 840.00
		Total For Check	30005				<u>\$ 0/S 2,780.00</u>
02/25/2025	Sourcewell	30006	INV00004030 December P7Z Services- KK attended Email question on self-service car wash	N	Planning and Zoning	100-41910-311-	\$ 13.75
		Total For Check	30006				<u>\$ 0/S 13.75</u>

Fund Name: Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/25/2025	Crow Wing Power	30007	1/8/25 to 2/8/25 electric service	N	Street Lighting	100-43160-381-	\$ 24.00
	Total For Check	30007					\$ <i>O/S</i> 24.00
02/25/2025	MN Power	30008	Street lights and electricity	N	General Government Buildings and Plant	100-41940-381-	\$ 304.10
		30008	1/5/25-2/3/25		Street Lighting	100-43160-381-	\$ 11.36
	Total For Check	30008					\$ <i>O/S</i> 315.46
02/25/2025	Victor Lundeen Company	30009	Order # 998522 CTAS Checks	N	Clerk	100-41425-201-	\$ 353.50
	Total For Check	30009					\$ <i>O/S</i> 353.50
02/26/2025	Payroll Period Ending 02/25/2025	30010	02/09 - 02/22/25 pay period	N	Clerk	100-41425-101-	\$ 702.29
	Total For Check	30010					\$ ✓ 702.29
02/26/2025	Payroll Period Ending 02/25/2025	30011	02/09 - 02/22/25 pay period	N	Clerk	100-41425-101-	\$ 1,244.03
	Total For Check	30011					\$ ✓ 1,244.03
02/26/2025	Payroll Period Ending 02/25/2025	30012	02/09 - 02/22/25 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 588.51
	Total For Check	30012					\$ ✓ 588.51
02/26/2025	Payroll Period Ending 02/25/2025	30013	02/09 - 02/22/25 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 100.62
	Total For Check	30013					\$ <i>O/S</i> 100.62
02/27/2025	State of IA	EFT2572967	CSE 2/9 - 2/22/25 pay period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT2572967					\$ ✓ 60.00
02/27/2025	PERA	EFT788947	3/9 - 3/22/25 pay period	N	Clerk	100-41425-115-	\$ 70.27
		EFT788947				100-41425-115-	\$ 104.44
		EFT788947			Payroll Administration	100-41501-121-	\$ 266.45
		EFT788947			Public Works/Maintenance	100-43102-115-	\$ 56.21
	Total For Check	EFT788947					\$ ✓ 497.37
Total For Selected Checks							\$ <u>45,190.14</u>

For the month ending:
Bank account

February 28, 2025

	Account #	Balance
First National Bank		
Checking (NOW)	XXX359	242,165.56
Savings	XXXX989	46,487.06
4-year CD	XXXXX423	58,070.62
4 M Fund		
Bond	XXX201	142,244.92
Money Market	XXX101	3,060.98
Money Market - Street Reserves	XX102	16,755.55
CD #XXXX612-1 (Mat. 3/17/25)		100,000.00
		0.00
TS #XXXX98-1 (Mat. 5/29/25)	XXX101	100,000.00
CD #XXXX270-1 (Mat. 5/28/25)		100,000.00
4M Fund TOTAL		462,061.45

O/S Checks	O/S Deposits	Ending Bal.	Check #	O/S check amt.
			24690	91.00
24,219.68		217,945.88	2002	3605.00
		46,487.06	2013	277.05
0.00	0.00	58,070.62	30001	130.95
		0.00	30002	3064.12
		142,244.92	30003	180.93
		3,060.98	30004	13283.30
		16,755.55	30005	2780.00
		100,000.00	30006	13.75
		0.00	30007	24.00
		100,000.00	30008	315.46
		100,000.00	30009	353.50
		784,565.01	30013	100.62
	Totals	784,565.01		
	Cash per CTAS	784,565.01		
				24,219.68

Assigned Operational (6 months)	208,989.23
Operational Reserve	58,070.62
Committed Funds	386,217.52
Debt Service	131,287.64
Fund Balance Total	784,565.01

Difference 0.00 ✓

Committed Funds Breakdown

Future Streets	345,031.90 (4M fund)
Parks and Rec	5,025.74
Gambling Proceeds	0.00
Heavy Equipment	26,632.73
SCDP	8,592.27 (re-allocated for 2025)
EEP Grant	934.88 (re-allocated for 2025)
ARPA	0.00
TOTAL	386,217.52

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

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

Hd

Fund Name: All Funds
Date Range: 03/11/2025 To 04/10/2025

Table with columns: Date, Vendor, Check #, Description, Void, Account Name, F-A-O-P, Total. It lists 14 rows of payroll data with sub-totals for each check number (30022-30031).

Fund Name: All Funds

Date Range: 03/11/2025 To 04/10/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
03/11/2025	Payroll Period Ending 03/08/2025	30032	02/23 - 03/08/25 pay period, health ins. and CC	N	Public Works/Maintenance	100-43102-103-	\$ 199.90
	Total For Check	30032					\$ 199.90
03/11/2025	Payroll Period Ending 03/08/2025	30033	02/23 - 03/08/25 pay period, health ins. and CC	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	30033					\$ 230.87
03/11/2025	Payroll Period Ending 03/08/2025	30034	02/23 - 03/08/25 pay period, health ins. and CC	N	Public Works/Maintenance	100-43102-103-	\$ 124.55
	Total For Check	30034					\$ 124.55
03/12/2025	State of IA	EFT2577579*	CSE 02/23 - 03/08/2025pay period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT2577579					\$ 60.00
03/17/2025	Quality Title	30035	Hayes Property, PID 26340700, 337762 Summer AVenue	N	Park Areas	100-45202-510-	\$ 30,816.03
	Total For Check	30035					\$ 30,816.03
03/25/2025	Forum Communications	30036	Subscription Renewal	N	Clerk	100-41425-433-	\$ 172.69
	Total For Check	30036					\$ 172.69
03/25/2025	Widseth Smith Nolting & Assoc., Inc	30037	Inv236637 Veterans Street ROW Platting through 2.14.25 \$3705	N	Planning and Zoning	100-41910-303-	\$ 236.00
		30037	Inv236636 GenEng. \$236		Highways and Streets	100-43101-312-	\$ 3,705.00
	Total For Check	30037					\$ 3,941.00
03/25/2025	Thurlow Hardware	30038	vapor torch kit and rock salt	N	Public Works/Maintenance	100-43102-221-	\$ 186.95
	Total For Check	30038					\$ 186.95
03/25/2025	Shamp's Service	30039*	power steering repair for truck	N	General Equipment	100-43127-221-	\$ 1,464.61
	Total For Check	30039					\$ 1,464.61
03/25/2025	MN Power	30040	Street lights and electricity 2/2/25-3/2/25	N	General Government Buildings and Plant	100-41940-381-	\$ 378.97
		30040			Street Lighting	100-43160-381-	\$ 652.27
	Total For Check	30040					\$ 1,031.24
03/25/2025	TDS	30041	Phone and internet	N	General Government Buildings and Plant	100-41940-321-	\$ 178.18

Fund Name: All Funds

Date Range: 03/11/2025 To 04/10/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	30041				\$ 178.18
03/25/2025	Xcel Energy	30042	Natural gas service Statement Number: 919647333	N	General Government Buildings and Plant	100-41940-383-	\$ 280.23
		Total For Check	30042				\$ 280.23
03/25/2025	Crow Wing Power	30043	2/8/25 to 3/8/25 electric service	N	Street Lighting	100-43160-381-	\$ 24.00
		Total For Check	30043				\$ 24.00
03/25/2025	Wilson Township	30044	1st half payment for street maintenance-12th Ave SW	N	Highways and Streets	100-43101-405-	\$ 2,500.00
		Total For Check	30044				\$ 2,500.00
03/25/2025	Cassandra Delougherty	30045	mileage reimbursement and meal expenses from MCFOA Conference	N	Clerk	100-41425-331-	\$ 257.16
		Total For Check	30045				\$ 257.16
03/25/2025	Krista Okerman	30046	Mileage and meals for MCFOA Conference and Costco office equipment (rugs etc) purchases	N	Clerk	100-41425-201-903	\$ 64.68
		30046				100-41425-331-	\$ 287.80
		Total For Check	30046				\$ 352.48
03/25/2025	PERA	EFT2577580	02/28 - 03/08/25 pay period	N	Clerk	100-41425-115-	\$ 80.31
		EFT2577580				100-41425-115-	\$ 90.44
		EFT2577580			Payroll Administration	100-41501-121-	\$ 251.34
		EFT2577580			Public Works/Maintenance	100-43102-115-	\$ 47.08
		Total For Check	EFT2577580				\$ 469.17
03/25/2025	State of IA	EFT2583609*	CSE 03/09 - 03/22/2025 pay period	N	Clerk	100-41425-175-	\$ 60.00
		Total For Check	EFT2583609				\$ 60.00
03/25/2025	Xcel Energy	EFT54214	Natural gas service Statement Number: 915545238	N	General Government Buildings and Plant	100-41940-383-	\$ 636.57
		Total For Check	EFT54214				\$ 636.57
03/25/2025	Internal Revenue Service	EFT548352*	January 941 Q1 2025	N	Payroll Administration	100-41501-122-	\$ 1,083.19
		EFT548352*				100-41501-135-	\$ 253.33
		EFT548352*				100-41501-170-	\$ 313.14
		Total For Check	EFT548352				\$ 1,649.66

Fund Name: All Funds

Date Range: 03/11/2025 To 04/10/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
03/25/2025	Internal Revenue Service	EFT55082003	February 941 Q1 2025	N	Payroll Administration	100-41501-122-	\$ 1,230.50
		EFT55082003				100-41501-135-	\$ 287.78
		EFT55082003				100-41501-170-	\$ 433.24
	Total For Check	EFT55082003					\$ 1,951.52
03/25/2025	PERA	EFT792795	03/09 - 03/22/25 pay period	N	Clerk	100-41425-115-	\$ 132.44
		EFT792795				100-41425-115-	\$ 92.21
		EFT792795			Payroll Administration	100-41501-121-	\$ 308.67
		EFT792795			Public Works/Maintenance	100-43102-115-	\$ 42.86
	Total For Check	EFT792795					\$ 576.18
03/25/2025	Elan Financial Services	EFTC8C7E674	plow/fuel/remodel carpet etc/office sups/LMC/heyGov/noip/shop supplies/MtgLocChng notice	N	Council/Town Board	100-41110-351-	\$ 10.20
		EFTC8C7E674			Clerk	100-41425-201-	\$ 320.72
		EFTC8C7E674				100-41425-433-	\$ 1,086.93
		EFTC8C7E674				100-41425-438-	\$ 121.40
		EFTC8C7E674			General Government Buildings and Plant	100-41940-223-903	\$ 2,225.75
		EFTC8C7E674			Road and Bridge Equipment	100-43126-212-	\$ 248.52
		EFTC8C7E674				100-43126-221-	\$ 387.54
	Total For Check	EFTC8C7E674					\$ 4,401.06
03/26/2025	Payroll Period Ending 03/25/2025	30047	03/09 - 03/22/25 pay period	N	Clerk	100-41425-101-	\$ 971.30
	Total For Check	30047					\$ 971.30
03/26/2025	Payroll Period Ending 03/25/2025	30048	03/09 - 03/22/25 pay period	N	Clerk	100-41425-101-	\$ 1,545.35
	Total For Check	30048					\$ 1,545.35
03/26/2025	Payroll Period Ending 03/25/2025	30049	03/09 - 03/22/25 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 437.55
	Total For Check	30049					\$ 437.55
04/08/2025	Pequot Lakes Sanitation	30063	4/1-4/30/25 garbage service	N	General Government Buildings and Plant	100-41940-384-	\$ 80.45
	Total For Check	30063					\$ 80.45
04/08/2025	Northland Fire Protection	30064	Fire Extinguisher service	N	General Government Buildings and Plant	100-41940-401-	\$ 127.00
	Total For Check	30064					\$ 127.00

Fund Name: All Funds

Date Range: 03/11/2025 To 04/10/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/08/2025	City of Jenkins	CDClose1009	transfer from CD#10096423 to savings	N	Transfer To Governmental Fund	401-49360-720-	\$ 58,199.49
		Total For Check CDClose1009					\$ 58,199.49
04/08/2025	City of Jenkins	Close415	transfer to fund 415-2023A construction to close out per bond agreement	N	Transfer To Governmental Fund	301-49360-720-	\$ 89,087.15
		Total For Check Close415					\$ 89,087.15
04/08/2025	State of IA	EFT2588730	CSE 03/23 - 04/06/25 pay period	N	Clerk	100-41425-175-	\$ 60.00
		Total For Check EFT2588730					\$ 60.00
04/08/2025	PERA	EFT794733	03/25 - 04/06/25 pay period	N	Clerk	100-41425-115-	\$ 89.23
		EFT794733				100-41425-115-	\$ 109.83
		EFT794733			Payroll Administration	100-41501-121-	\$ 277.53
		EFT794733			Public Works/Maintenance	100-43102-115-	\$ 41.46
		Total For Check EFT794733					\$ 518.05
Total For Selected Checks							\$ 206,647.79

4e.

Date Range : 3/10/2025 To 4/10/2025

<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>
04/08/2025	Crow Wing County Land Services	Property Taxes- PID26260535, 26270634, 26340588	2679	\$75.00			
					100-41120-433-	Legislative Committees and Special Bodies	\$25.00
					100-41120-433-	Legislative Committees and Special Bodies	\$25.00
					100-41120-433-	Legislative Committees and Special Bodies	\$25.00
04/01/2025	Cascade Computers	Inv 44578-Cloud and backup storage	2685	\$44.90			
					100-41425-209-	Clerk	\$44.90
04/01/2025	Breen & Person, LTD.	legal services	2687	\$200.00			
					100-41610-304-	City/Town Attorney	\$200.00
04/01/2025	AT & T Mobility	cell phone-Roger	2688	\$30.00			
					100-43102-321-	Public Works/Maintenance	\$30.00
04/04/2025	Gull Lake Glass	installed 3 doors per estimate	2690	\$16,636.00			
					100-41940-223-903	General Government Buildings and Plant	\$16,636.00
04/09/2025	Thurlow Hardware	deck parts-\$24.98, 15" utility bar-\$21.46	2691	\$46.44			
					100-43102-221-	Public Works/Maintenance	\$46.44
04/09/2025	Widseth Smith Nolting & Assoc., Inc	Inv236845 Veterans Street ROW Platting-\$206.25 Inv236844Costello WtInd Exmptn&WCAApp-\$280	2692	\$486.25			
					100-41910-303-	Planning and Zoning	\$280.00
					100-43101-312-	Highways and Streets	\$206.25
04/09/2025	Crow Wing County Land Services	Recording Resolution No. 25-03-307 Nullifying Drown CUP	2693	\$46.00			
					100-41420-310-	Recording and Reporting	\$46.00

Date Range : 3/10/2025 To 4/10/2025

<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>
Total For Selected Claims				\$17,564.59			\$17,564.59

Date



AGENDA ITEM # 6

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: April 10, 2025
Subject: Wilson Township

Report: Wilson Township Board Member, Mark Buchite, has requested to be on the agenda to discuss the middle section of 12th Avenue SW. I have also attached the Street Maintenance Agreement between the city of Jenkins and Wilson Township for your reference and review.

Budget Impact: \$0.00

Council Action Requested: Discussion and action if and as needed.

**CITY OF JENKINS AND WILSON TOWNSHIP
COUNTIES OF CROW WING AND CASS
STATE OF MINNESOTA**

STREET MAINTENANCE AGREEMENT

PURPOSE

This Agreement is made and entered into between the City of Jenkins (“Jenkins”) and Wilson Township (“Wilson”) is made pursuant to Minnesota Statutes 471.59 which authorizes the joint cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

NOW THEREFORE, it is agreed as follows:

- I. **EFFECTIVE DATE:** This Agreement is made this 20th day of January, 20 22, and is effective upon adoption and execution by Jenkins and Wilson.
- II. **PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Jenkins and Wilson will exercise public works services within the boundaries of each city. Wilson hereby agrees to provide public works services for 12th Avenue SW in its entirety in accordance with and subject to the terms of this agreement.
- III. **LEGAL BASIS:** This Agreement is made pursuant to Minnesota Statutes Section 471.59. Further, neither party waives its tort liability limits under Chapter 466 of the Minnesota Statutes.
- IV. **ADMINISTRATION AND SERVICES:** The administration of public works services under this Agreement shall be the sole responsibility of the appropriate officials of each party. It is further agreed that the Jenkins Mayor or his or her designee, shall confer with the Wilson Board Supervisor or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.
- V. **PERSONNEL POLICIES AND FRINGE BENEFITS:** All personnel used in providing public works service under this Agreement shall be and remain employees of each governmental unit.
- VI. **TERM OF AGREEMENT:** This Agreement shall be effective for 5 years consecutively from the date signed and be automatically renewed each year on that date.

After the 5-year sunset date the Agreement will be revisited. This Agreement shall be in effect as determined above unless terminated by either party. Termination of the Agreement by either party shall be effective by serving the other party with a written notice of termination not less than ninety (90) days prior to the date of termination of the Agreement. Either party, at its option, may terminate the Agreement as set forth above if the other party fails to comply with the terms and conditions of this Agreement. The parties also agree to hold review meetings, which shall take place in May and November.

VII. ASSUMPTION OF LIABILITY:

1. Jenkins agrees to assume all liability for Jenkins' personnel arising out of public works services performed pursuant to this Agreement and Wilson agrees to assume all liability for Wilson personnel arising out of services performed pursuant to this Agreement.
2. Each party agrees that the acts of its employees and agents for any activity other than public works services identified herein shall be its responsibility and each party indemnifies the other from any claims arising out of non-public works activities caused by each party.
3. Jenkins shall not be deemed to assume any liability for intentional misconduct of Wilson personnel or any agent or employee thereof. Wilson shall defend Jenkins, its officers, employees, and agents against, indemnify and hold Jenkins harmless from any claim for damages resulting from the performance of the services by Wilson under this Agreement.
4. Wilson shall not be deemed to assume any liability for intentional misconduct of Jenkins' personnel or any agent or employee thereof. Jenkins shall defend Wilson, its officers, employees, and agents against, indemnify and hold Wilson harmless from any claim for damages resulting from the performance of the services by Jenkins under this Agreement.
5. Jenkins and Wilson shall maintain comprehensive municipal liability coverage and automobile liability coverage in an amount equal to or greater than the maximum liability applicable to municipalities under Minnesota Statutes, Section 466.04, subd. 1., as amended. Jenkins and Wilson shall add the other party as an additional insured to its liability coverage for claims that may arise under this agreement. Jenkins and Wilson shall also maintain workers' compensation insurance on their employees performing services under this agreement. Jenkins and Wilson shall use and operate their own agency's equipment.
6. Under no circumstances shall a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.


VIII. SCOPE AND DESCRIPTION OF SERVICES:

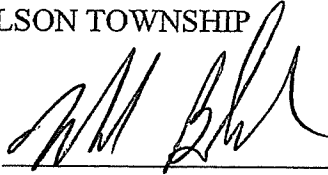
1. Road maintenance and repair services are agreed to as follows:
 - a. Wilson Township agrees to take over all road maintenance, to include snowplowing, grading, dust control, gravel application and all other pertinent maintenance for the road know as 12th Avenue SW. (See attached map with said road highlighted in yellow).
 - b. Wilson Township agrees to share with Jenkins any and all maintenance schedules for 12th Avenue SW to include dust control, applying gravel and other pertinent services.
 - c. Full maintenance by Wilson Township is to commence on Jan. 20, 2022 (date).
 - d. The City of Jenkins agrees to pay Wilson Township a total of five thousand dollars (\$5,000.00) to be paid in two separate installments of \$2,500.00 in January and July.
 - e. Wilson and Jenkins agree that all complaints will be handled as quickly as possible. Complaints may be discussed jointly if needed. In matters of urgency, the Jenkins Mayor or his or her designee and the Wilson Township Board Supervisor or his or her designee shall confer. All complaints and outcomes shall be documented and mailed to the other party.


IN WITNESS THEREOF, the parties hereto have executed this agreement the day first written above.

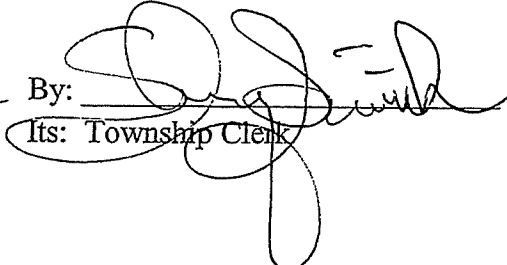
CITY OF JENKINS

WILSON TOWNSHIP

By: 
Its: Mayor

By: 
Its: Supervisor

By: 
Its: City Clerk-Treasurer

By: 
Its: Township Clerk

Jenkins Zoning Map

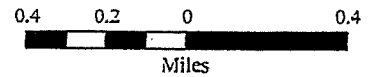
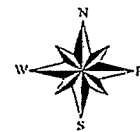
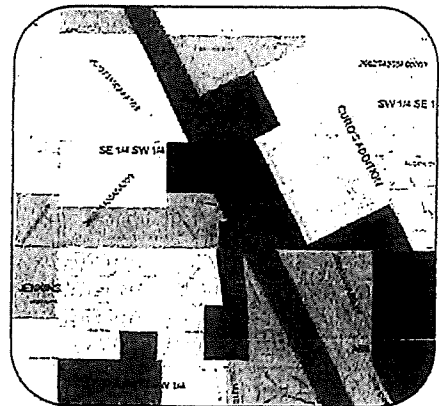
City of Jenkins

Zoning Map

12th Avenue S.W.

Zoning District

- A
- RR
- R-1
- R-2
- RS
- C-1
- C-2
- I-1
- P



Adopted May 11, 2009



AGENDA ITEM # 8a.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: April 10, 2025

Subject: MN Power Franchise Agreement

Report: Attached please find a franchise agreement with Minnesota Power. The previous Agreement has expired. A franchise agreement sets expectations between the City of Jenkins and Minnesota Power, including how they construct, operate, and maintain equipment located in public grounds and rights-of-way.

The updated Agreement provides for the City to impose a franchise fee. The City has discussed this in the past, but approving a fee was never acted on. I have also included some information from the League of MN Cities regarding Franchise Agreements and Franchise Fees. As noted in the information, the City can levy a franchise fee, which is passed on to the customers. The fee would be listed as a city fee on the customers' bill. If the City does want to consider this, we would have to implement this with Crow Wing Power and Xcel Energy as well. Those companies would need to be notified and the Agreements updated to reflect the fee.

Since this is an ordinance, a Public hearing will need to be held when the Final Draft is ready for passage.

Budget Impact: N/A

Council Action Requested: Discussion and action as needed.

CITY OF JENKINS, MINNESOTA

ORDINANCE NO. O-25-XX.

AN ORDINANCE GRANTING TO MINNESOTA POWER A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF JENKINS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF JENKINS, MINNESOTA, DOES FIND AND ORDAIN, AND THE TABLE OF SPECIAL ORDINANCES OF THE CITY CODE OF ORDINANCES IS HEREBY REVISED TO INCLUDE THE FOLLOWING:

SECTION 1. FINDINGS.

1.1 In Ordinance Number O-25-XX, the City has required each Utility Service Provider to obtain and maintain a franchise with the City and to provide consideration to the general fund of the City for the rights afforded to it in the franchise.

1.2 In the interest of fairness and comparable treatment, the City finds it necessary and desirable to formalize its rules and regulations and to implement the terms of Ordinance Number O-25-XX with respect to the City of Jenkins, and, to the extent feasible and practicable, to all other Utility Service Providers.

SECTION 2. DEFINITIONS. For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Jenkins, County of Crow Wing, State of Minnesota and the corporate limits thereof on the Effective Date and as they may be adjusted from time to time hereafter.

City Utility System. Facilities used for providing public utility service owned or operated by the City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

Company. Minnesota Power, an operating division of ALLETE, Inc., its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Company Service Area. Those areas within the City to which the Company has been assigned the right to provide electric service, as in effect on the Effective Date or as may be hereafter revised.

Council. The City Council of the City of Jenkins as from time to time constituted.

Effective Date. The effective date of this Ordinance.

Electric Facilities. Electric transmission and distribution substations, towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Extension Rules. The rules adopted from time to time by the Company governing its extension of Electrical Facilities.

Franchise. The grant of rights made by the City to the Company in this Ordinance, subject to its terms and conditions.

Notice. A writing served by any party or parties on any other party or parties at the following addresses:

If to the City: City of Jenkins
33861 Cottage Avenue
Jenkins, MN 56474

Attn: Clerk-Treasurer

If to the Company: Minnesota Power
30 West Superior Street
Duluth, MN 55802
Attn: Vice President – Customer Experience

Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Person. A natural person or any partnership, joint venture, corporation, cooperative, limited liability company or any public corporation, political subdivision or agency of the State or any other legal entity that may be created by law.

Public Ground. All real property owned by or dedicated to the City with respect to which the City holds the legal right or title to grant or withhold easement, leasehold or occupancy rights or servitudes.

Public Way. Any street, alley and other public rights-of-way within the City.

Utility. Transmitting, furnishing, transporting, distributing, delivering, selling, receiving, importing, manufacturing, or causing to be produced, transmitted, furnished, transported, delivered, sold, received, imported, or manufactured, electric energy, natural gas, mixed gas, heat, light, power, and services provided through a cable communication system.

Utility Service Provider. Any Person who performs any one or more of the activities of a Utility to or for the public or to or for any one or more persons within the corporate limits of the City and may, as contemplated herein, be the ultimate user or consumer of the Utility service provided.

SECTION 3. THE FRANCHISE.

3.1. **Grant of Franchise.** The City hereby grants the Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for any public or private use within and through the Company Service Area. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds within the Company Service Area, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to all applicable design and safety codes, the provisions of this Ordinance, zoning ordinances, other applicable ordinances, permit procedures and the customary and necessary practices of the City.

3.2. **Not Exclusive.** This Franchise is not exclusive.

3.3. **Effective Date.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and upon the Company's duly authorized acceptance below as executed within thirty (30) days after passage and publication of this Ordinance or any amendment thereto.

3.4. **Extension of Franchise.** The term of this franchise will automatically extend for successive one (1) year periods unless written notice of termination is provided by either party to the other at least ninety (90) days before the end of the then-current term.

SECTION 4. LOCATIONS; CONSTRUCTION; OTHER REGULATIONS.

4.1. **General.** Electric Facilities shall be located, constructed and maintained by the Company: (i) in as safe and secure a condition or manner as reasonably possible, (ii) so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways, and (iii) so as not to disrupt or interfere with the normal use or operation of any Public Ways, Public Ground or the City Utility System. Electric Facilities may only be located on Public Ground as determined by the City in its sole discretion. The Company's construction, reconstruction, operation, repair,

maintenance, location and relocation of Electric Facilities shall be subject to the terms of this Ordinance and such other regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Ordinance.

4.2. **Construction; Maintenance; Repairs.** Whenever the Company desires to open or disturb any Public Way or Public Ground for the purpose of constructing, maintaining, or repairing Electric Facilities, it shall give the City reasonable advance Notice, but not less than ten (10) business days, by filing a written Notice with the City Clerk. In any case, the Company shall not commence such work before obtaining any applicable permit for which the City may impose a reasonable fee, or other appropriate written consent from the City. The Company shall not, during the progress of the work, endanger or unnecessarily obstruct the passage of traffic or the normal and customary use of the Public Ways and Public Ground. During the progress of such work, the Company shall keep the affected Public Ways or Public Ground guarded in order to avoid accidents to persons or property. All work performed by the Company shall comply with all applicable federal, state, and local laws, rules, and regulations.

4.3. **Emergencies.** The requirements for obtaining permits from the City pursuant to Section 5.2 shall not apply if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two (2) business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

4.4. **Restoration.** Following the completion of any work, the Company shall promptly and diligently restore the affected Public Ways and/or Public Ground to as good a condition as before the work commenced. If the Company fails to promptly restore such Public Ways and/or Public Ground within ten (10) days of Notice by the City, the City may engage an independent contractor at the expense of the Company to perform the restoration of the Public Ways and/or Public Ground as required under this Section. The Company shall pay to the City upon demand the cost to the City of affecting such restoration including the City's administrative expenses and overhead.

4.5. **Avoidance of Damage.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Electric Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable Notice by the City of such work prior to its commencement.

4.6. **Field Locations.** The Company shall provide field locations for all its underground Electric Facilities when requested by the City within a reasonable period of time. The period of time will be deemed reasonable if it meets the requirements of the one call excavation notice system as now provided in Minnesota Statutes, chapter 216D (commonly known as of the Effective Date as the "Gopher State One Call" system).

4.7. **Shared Use of Poles; Street Lights.** If the City desires to place facilities on the Company's poles, the City shall enter into a License Agreement for Pole Attachment Rental with the

Company containing terms and conditions substantially similar to those contained in other such Agreements that the Company has with other governmental entities.

4.8. **Tree Trimming.** Subject to such procedures, regulation and supervision as the Council may establish, the Company may, at its cost, trim all trees and shrubs in the Public Ways located within the Company Service Area to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair and maintenance of any of the Company's Electric Facilities installed or maintained hereunder.

4.9. **Notice of City Improvements.** The City will give the Company reasonable advance Notice of plans for improvements to Public Ways and Public Ground in the Company Service Area where the City has reason to believe that the Company's Electric Facilities may affect or be affected by such improvements. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways and/or Public Ground upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or parcel of Public Ground is involved, the order in which the work is to proceed.

4.10. **Acquisition.** The City shall have the right to purchase or otherwise acquire the Company's Electric Facilities or the Company Service Area, or portion(s) thereof, at any time by way of eminent domain under Minnesota Statutes, Chapter 117 or under Minnesota Statutes, Chapter 216B, in either case, as such statutes or amendments to such are in effect on the date the City commences such purchase or acquisition. In that event, the pleading commencing the acquisition proceeding by the City shall be noticed to the Company for it to make any adjustments to its long-range planning for facilities and service for the area affected by the proceeding. Any damages to the Company as a result of such proceeding shall be determined as of the commencement of such proceeding. The Company shall continue to operate the Electric Facilities at the City's sufferance only until such acquisition is completed. The expiration or termination of this Franchise as hereinbefore provided shall not, by itself, be an independent basis of any claim by the Company against the City.

SECTION 5. ELECTRIC FACILITIES RELOCATION.

5.1. **Relocation.** In the event the City reasonably determines that it is necessary for the Company to move any part of its Electric Facilities because the City has determined to change, move or improve its Public Ways or that the Electric Facilities have become or will become a substantial impairment to the existing or imminent public use of Public Ground, upon reasonable Notice by the City to the Company, then the Company will move its Electric Facilities at its sole cost. The City shall consider reasonable alternatives in designing its public works projects so as not to arbitrarily cause the Company unreasonable additional expense in exercising its authority under this Section 5.1. This Section 5.1 shall not constitute a taking by the City nor be construed as a waiver or modification of any easement or prescriptive rights acquired by the Company independent of and without reliance by the Company on this Franchise.

5.2. **No Release of Liability.** Nothing contained herein shall relieve any third party from liability arising out of their failure to exercise reasonable care to avoid injuring the Company's Electric Facilities while performing any work connected with grading, regarding or changing the line

of any Public Way or with any construction on or adjacent to any Public Way; provided, however, this Section 5.2 shall not limit the City's rights to indemnification under Section 6.1 nor shall the City in any way be liable to the Company for claims arising from the negligence of any third party.

SECTION 6. INDEMNIFICATION.

6.1. **Indemnification.** If at any time any claim of any kind is made against the City for injury to persons or property arising from the acts or failure to act by the Company, its agents, servants, or employees in connection with the operations of the Company under and pursuant to this Franchise, the Company shall fully indemnify, defend and hold harmless the City, its agents, servants or employees from any and all such claims, including, but not limited to, reimbursement of any reasonable attorneys fees and costs and expenses the City may incur in handling, denying, or defending such claims. The Company's obligation to indemnify the City shall not extend to any injury to persons or property caused by the negligent act or failure to act by the City or any actions taken by the Company pursuant to directions of the City if performed within the scope of the City's directions without negligence by the Company. The City shall determine who will defend any such claims arising under this Section 6.1 and the Company will thereafter have complete control of such litigation; provided, however, the Company may not settle any such claims without the prior approval of the City, which approval will not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action shall be entitled to assert every defense or immunity that the City could itself assert in its own behalf. The Company's obligations under this Section shall survive the expiration, amendment, or termination of this Ordinance.

6.2. **Insurance.** Before the Effective Date, the Company shall furnish the City a summary of insurance, if any, carried by the Company, or of its self-insured status, in either case demonstrating adequate protection to the City from any and all obligations, liabilities, or claims of any nature whatsoever, growing out of the operation, construction, and maintenance of its Electric Facilities within the City. The Company shall maintain such insurance coverage at all times during this Franchise.

6.3. **Compliance with Laws; Hazardous Substances.** In its operation under this Ordinance, the Company shall observe all federal, state and local laws, rules, regulations and orders with respect to the transmission, distribution, transformation or furnishing of electric energy and the handling of materials, substances and wastes deemed toxic or hazardous to health, natural resources or the environment (collectively, "Hazardous Substances"). The Company shall remove or remediate any Hazardous Substances located on, in or surrounding its Electric Facilities or caused to be located on, in or surrounding the Public Ways and Public Grounds or elsewhere in the City in compliance with all applicable laws, regulations and lawful government orders, and pay or cause to be paid all costs associated therewith. The indemnification terms and conditions of Section 6.1 shall apply to all claims made against the City by any Person, including any governmental agency, who or which asserts any right to costs, damages or other relief based upon the terms and conditions imposed upon the Company under this Section 6.3 or which arise from or are related to the Company's acts or failure to act in compliance with any law, rule, regulation or lawful order governing Hazardous Substances.

SECTION 7. VACATION OF PUBLIC WAYS. The City will consult with the Company at least four (4) weeks prior to its action on any proposed vacation of a Public Way. Except where ordered pursuant to Section 5.1, the vacation of any Public Way after the installation of Electric Facilities shall not operate to deprive the Company of its rights to operate and maintain such Electric Facilities until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company. However, in no case shall the City be liable to the Company for failure to specifically preserve a Public Way in the exercise of its authority under Minnesota Statutes, Section 160.29.

SECTION 8. ABANDONED FACILITIES. The Company shall comply with City ordinances and Minnesota Statutes, Section 216D.01 et seq., as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Electric Facilities, including abandoned and retired Electric Facilities.

SECTION 9. RATES AND SERVICE. The electric service provided and the rates charged by the Company for electric service, as of the Effective Date, are subject to the jurisdiction of the Commission as provided in Minnesota Statutes, chapter 216B. In the event the Company shall determine after the Effective Date to change its rates or terms and conditions of electric service, the Company shall provide reasonable advance Notice of such proposed action to the City.

SECTION 10. FRANCHISE FEE.

10.1. **Authority.** The City reserves all rights under Minnesota Statutes, Sections 216B.36 and 301B.01 or other law to require a franchise fee at any time during the term of, and in consideration for, this Franchise. The franchise fee may be expressed (i) as a specified charge per measurable unit of electricity being provided, transported, transmitted, sold, furnished, delivered, or received within the City, or (ii) as a percentage of the Gross Revenues received by the Company for its operations within the City, or (iii) a flat fee per customer based on service to retail customers within the City or on some other similar basis, or (iv) in such other manner or fashion as the City may determine. The method of imposing the franchise fee may differ by customer class, by type of Utility, by particular circumstances of a Utility Service Provider, or by other relevant factor, and may combine the methods described in (i) through (iv) above. Any franchise fee must be imposed by a separate ordinance adopted by the City, which ordinance may not become effective until the Company's first full billing cycle that is at least sixty (60) days following the Company's filing notifying the Commission of such fee and including a copy of Company's tariff sheet for the franchise fee. The Company will thereby pass along the costs of such fee to the Company's customers located within the City. The Company agrees to use its commercially reasonable efforts to obtain such Commission authorization.

10.2. **Payment of Fee.** Subject to Commission approval, or no later than 90 days the franchise fee shall be payable monthly and shall be based on the complete billing month for which payment is due. The payment shall be due forty-five (45) days after the end of the month for which the payment is due. Each payment shall be accompanied by a brief report showing the basis for the computation of the payment and such other relevant facts to support the computation as may be requested by the City from time to time. The Company may, in its sole discretion, impose a surcharge

equivalent to the franchise fee in its rates for electric service. The Company shall pay the City the franchise fee based upon the prevailing rate and as billed to the customer, but subject to subsequent adjustment in either of the following events: (i) if any amount so billed subsequently becomes uncollectible after reasonable efforts of collection by the Company or (ii) if the Company shall, after any said billings, retroactively reduce its rates or costs to its retail electric customers so that a refund is due from the Company of an amount previously paid or incurred by the retail electric customers. For purposes of calculating the franchise fee, no other adjustment may be made to Gross Revenues, regardless of how calculated or described and whether or not characterized as a rebate, dividend, patronage, refund, return of capital or ownership interest.

10.3. **No Waiver or Release.** No acceptance of any payment shall be construed as an accord that the payment made is in fact the correct amount, nor shall such acceptance of the payment be construed as a release of any claim that the City may have for further sums payable under the provisions of this Ordinance. All amounts paid shall be subject to audit and re-computation by the City. The Company agrees to make all records necessary to audit the Company's calculation of any payment available for inspection by the City or its designated representative at reasonable times.

10.4. **Initial Franchise Fee.** The initial franchise fee shall be _____ percent (____%) of the Company's Gross Revenue not to exceed the sum of _____ and NO/100 Dollars (\$_____.00) per calendar year. [THE FRANCHISE FEE CAN ALSO BE SET ON A PER METER CHARGE OR AN ANNUAL REVENUE AMOUNT]

10.5. **Separate Ordinance.** Notwithstanding anything to the contrary, the franchise fee may be changed by the City from time to time by separate ordinance; provided, however, such changes shall not occur more often than once in any calendar year and shall be effective not sooner than the first day of the first calendar month which follows the effective date of the ordinance adopting the change by not less than sixty (60) days subject to Company obtaining Commission approval of the new franchise fee rate but no later than 90 days. Notice of the proposed change shall be given to the Company not later than the effective date of the ordinance adopting the change.

SECTION 11. DEFAULTS. If the Company shall be in default in the performance of any of the material terms and conditions of this Ordinance, and shall continue in default for more than thirty (30) days (or fails to initiate the cure of the default within said period and diligently pursue said cure, if the cure of the default cannot reasonably be accomplished within said 30 days) after receiving Notice from the City of such default, the City may elect to cure such default and charge the Company for the costs thereof.

SECTION 12. AMENDMENT PROCEDURE. The City reserves the right to amend this Franchise by ordinance. The Company's rights hereunder are subject to the police power of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public, and this Franchise may be amended by the City as deemed necessary or appropriate in the exercise of such power.

SECTION 13. GENERAL PROVISIONS OF ORDINANCE.

13.1. **Governing Law.** This Franchise is granted and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. The Company shall be subject to personal jurisdiction in the State of Minnesota. All actions related to this Ordinance or its enforcement shall be venued in the District Court of the State of Minnesota within which venue the City is located.

13.2. **Right to Repeal.** If this Franchise, having become final and operative as herein provided, shall be declared in any part illegal or void, then the City, in its sole discretion, may repeal the entire or any portion of this Ordinance. If any material portion of this Ordinance is declared void or illegal, then this Ordinance shall be void in its entirety.

13.3. **Limitation on Applicability.** This Ordinance constitutes a franchise between the City and the Company as the only parties and no provision of this Franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

13.4. **Assignment.** The Company may assign this Franchise without the prior approval of, but upon not less than thirty (30) days' prior Notice to, the City. Such Notice shall include the identity of and contact information for, the assignee and the statement of the assignee's plans and intentions for the operation of the Electric Facilities under this Franchise.

SECTION 14. ACCEPTANCE BY THE COMPANY.

14.1. **Acceptance by the Company.** The Company shall, within thirty (30) days after passage and publication of this Ordinance or any amendment thereto, file with the City Clerk in writing its acceptance or rejection as provided in Section 15.2. If such acceptance is not filed or if a rejection is filed within said period, the Company, by its continuing operations, shall be deemed to have accepted the terms and conditions of this Franchise or any amendment hereto, except with respect to such particulars as it may successfully challenge under the procedures specified in Section 14.2.

14.2. **Rejection Procedures.** A rejection of this Franchise or any amendment hereto may be made by the Company only upon the grounds that the terms and conditions hereof or of such amendment exceed the lawful authority of the City under the Constitutions or Laws of the United States or the State of Minnesota or are otherwise unlawful. Any rejection shall be submitted in writing to the City, stating with particularity the points and authorities of law upon which the Company relies. If the City fails to amend this Franchise or otherwise satisfy the Company's objections as stated within thirty (30) days of its receipt of the Company's rejection, the Company shall have the right thereafter to seek appropriate judicial or administrative relief based solely upon those provisions it has alleged are unlawful in its rejection notice. If the Company fails to initiate such legal action within thirty (30) days from the expiration of the aforementioned thirty (30) day period provided for the City's amendment or cure, the Company shall be deemed to have waived its objections and to have accepted the terms of this Franchise or any amendment hereto.

Passed by the City Council of Jenkins this ____ day of _____, 2025.

Andrew J. Rudlang, Mayor

ATTEST:

Krista A. Okerman, City Clerk-Treasurer

Published on the ____ day of _____, _____, in the _____,
a paper of general circulation within the City of Jenkins, Minnesota.

The provisions of the foregoing Ordinance are hereby accepted:

DATED _____, _____.

MINNESOTA POWER

By: _____
Its Vice President – Customer Experience

By: _____
Its Secretary

DRAFT



What to Know About Utility Franchise Agreements and Fees

By Trisha Duncan

Minnesota energy service providers have a statutory obligation to provide safe, adequate, and efficient electric and natural gas service to the public at just and reasonable rates.

To assist with this obligation, state law allows utilities to use public rights-of-way subject to reasonable regulation. These access points are used to locate electric and gas infrastructure, and typically include public roads, highways, streets, bike lanes, and sidewalks. Local governments are responsible for reasonable management of the rights-of-way under their jurisdiction.



Utility franchise agreements

A franchise agreement sets expectations between a city and a utility company, including how it constructs, operates, and maintains equipment located in public grounds and rights-of-way. Franchise agreements can also address services like tree trimming and roadway restoration when a utility project is complete. In addition to the conditions in franchise agreements, cities may require utilities to obtain permits for work within the right-of-way. Franchise agreements do not determine energy goals, the mix of energy resources used by a utility, energy prices, or service standards. The Minnesota Legislature makes those policy decisions, which are regulated by the Minnesota Public Utilities Commission (PUC).

Benefits of franchise agreements

Franchise agreements enhance strong working relationships between utilities and the communities they serve by providing clear expectations, while supporting consistent and efficient operations and service.

Utility franchise fees

Some cities choose to establish a franchise fee as part of their franchise agreement. The fee is established in cooperation with the utility and typically executed through a separate ordinance, which can be implemented at any time during the life of the franchise agreement if the parties agree on the terms.

As allowed by the PUC, franchise fees levied on utilities are passed directly to customers and itemized on their bills as a city fee. The utility collects the fee and remits it to the city.

A franchise fee can only be implemented if it is allowed by the city's existing franchise agreement. If a community determines a franchise fee is appropriate, it can negotiate various points with the utilities. For example:

- Franchise fees are set forth in a fee ordinance authorized by, but separate from, the franchise agreement.
- An equivalent fee is placed on all energy suppliers serving the city.
- The utility is not subject to permit fees while franchise fees are in effect.
- The utility prepares fee schedule options to collect the total amount of revenue sought by the city.
- A flat fee per premise is applied equally for all customers in a given rate class.
- Fees are paid to the city quarterly.

Franchise fee considerations

As in any case where a city is considering a new revenue source, utilities urge careful consideration of the possible negative impacts of a franchise fee since they increase the cost of energy for all customers in that city.

Timeline

Implementing franchise fees is a complex process requiring adequate time for system programming and testing. The franchise agreement contains certain timelines the parties adhere to. Here's a typical sequence of events:

- The city provides the utility with written notice of intent to enact a fee prior to formal consideration.
- The city negotiates the fee with the utility.
- In order to meet the PUC's requirements, the approved fee ordinance must be received by the utility at least 90 days before the anticipated start of fee collection.
- The utility collects the fee from its customers monthly, and transfers it to the city on a quarterly basis.

To learn more about franchise agreements and fees, contact the energy utilities that serve your municipality.

Trisha Duncan is the director of Minnesota community relations at Xcel Energy (mn.my.xcelenergy.com). Xcel Energy is a member of the League's Business Leadership Council (lmc.org/sponsors).

Your LMC Resource

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For editorial questions:

Contact Rachel Kats



AGENDA ITEM # 8b.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: April 10, 2025
Subject: Pest Control Bids

Report: Attached please find 2 bids for pest control services for City Hall for your review and consideration.

Budget Impact: TBD.

Council Action Requested: Discussion and action as needed.

From: [Kristine Vobejda](#)
To: krista.okerman@cityofjenkins.com
Subject: Quote - Adam's Pest Control
Date: Wednesday, March 26, 2025 2:41:33 PM

Thank you for your inquiry!

Boxelder Bugs have become a pretty big fall invader problem. They are primarily a nuisance pest because they enter homes and other buildings, often in large numbers. When abundant, they can stain walls, curtains, and other surfaces with their excrement.

Adults feed on low vegetation and seeds on the ground during spring and early summer and begin mating a couple of weeks after feeding. Starting in mid-July, they move to female seed-bearing boxelder trees, laying eggs on trunks, branches, and leaves.

During late summer and fall, boxelder bugs start to leave the trees from where they were feeding to find protected areas for the winter. Some homes are especially attractive to boxelder bugs, while neighboring buildings may have few. This usually depends on the amount of sun exposure a building receives.

As the weather cools, boxelder bugs push into cracks, crevices, and spaces around homes. In some cases, they end up on the interior of buildings, often found around windows.

Procedure

The treatment procedure consists of applying a non-repellent material to the exterior of your home, focusing on areas where Boxelder Bugs congregate and possible entry sites. We pay particular attention to the sunny sides of the structure, creating a residual barrier that prevents the Boxelder Bug from coming inside.

One-Time Treatment

One-time treatment for Boxelder Bug is \$319 plus tax for an average single-family home with a 3-month warranty. This cost could be higher for larger homes.

Ongoing Plans

Adam's Fall Invader Program: Adam's offers a recurring Fall Invader treatment with an all-year warranty. The Fall Invader Program fee starts at \$319 plus tax for the initial visit and then \$289 plus tax per service after that for an average single-family home. The price will vary depending on the size and characteristics of your home. This cost could be higher for larger homes. This treatment is currently done in August or September.

Adam's Premier Perimeter Pest Service: requires one year of commitment and may be canceled after the first year with a 30-day written notice. The program includes a minimum of 3 preventive barrier treatments around the exterior perimeter of your home. This service provides year-round control for Ants, Bees, Wasps, Hornets, Boxelder Bugs, Centipedes, Clover Mites, Cluster Flies,

Crickets, Earwigs, Foreign Grain Beetles, Ground Beetles, Ladybugs, Millipedes, Silverfish, Sowbugs, Spiders, Springtails, and Western Conifer Seed Bugs. Should you ever need service for any of the covered pests between preventive service calls, simply call us, and we'll take care of the problem at no additional cost. This service starts at \$339 plus tax for the initial visit and then \$159 plus tax per service after that for an average single-family home. This cost could be higher for larger homes, and there is an additional fee for detached structures—\$40 per structure under 1000 square feet.

Adam's Premier Home Pest Service: Many homeowners prefer a year-round home protection program rather than a one-time service for just one pest. We will keep you free from most household pests, including ants, carpenter ants, spiders, cockroaches, centipedes, crickets, water bugs, flour bugs, silverfish, sowbugs, millipedes, bees, wasps, clover mites, cluster flies, earwigs, foreign grain beetles, ground beetles, springtails, western conifer seed bug, ladybugs, boxelder bugs, mice, rats, and voles.

Adam's Premier Home Pest Prevention Service program consists of an initial service call and quarterly preventive service calls after the initial visit. The service continues quarterly until you cancel the service with a 30-day written notice. There is a one-year commitment to the quarterly plan. Should you ever need assistance for any of the covered pests between preventive service calls, call us, and we'll take care of the problem at no additional cost.

The Premier Home Pest Prevention Service fee usually is \$339 to \$559 plus tax for the initial visit and then \$159 to \$199 plus tax per quarter after that. The price will vary depending on the size and characteristics of your home.

Call now to get rid of those unwanted pests!

Thank you,

Kristine - EXT. 810

Adam's Pest Control, Inc.

763-478-9810

kristinev@adamspestcontrol.com

--

Kristine Vobejda | *Contact Center Expert Agent* | kristinev@adamspestcontrol.com



23973 Hazelwood Drive South, Suite 200
Nisswa, MN 56468

218.963.8182 ext. 810 | 866.284.7767 | Fax 763.478.6715

www.adamspestcontrol.com



Proposal/Agreement

Locally Owned and Operated by Paul Baumann: Master technician with over 20 years of experience.

Keep Out Pest Control Inc.
 P.O. Box 372
 Pequot Lakes, MN 56472
 Phone: 218-820-3606

[email:keepoutpests@yahoo.com](mailto:keepoutpests@yahoo.com)

[Website: Keepoutpestcontrol.com](http://www.Keepoutpestcontrol.com)

DATE: 4/2/2025

Keep Out Pest Control Posting Your Property Against Pest!!

Submitted To:				Service Location:							
Customer: Jenkins City Hall				Customer: Jenkins City Hall							
Address: 33861 Cottage Ave.				Address: 33861 Cottage Ave.							
City:	Jenkins City Hall	State:	MN	Zip:	56474	City:	Jenkins City Hall	State:	MN	Zip:	56474
Phone: 218-568-4637 Krista				Phone: 218-568-4637 Krista							
E-mail:				Mobile Phone:							

Contracted Service(s):				Optional Service(s):			
<input type="checkbox"/>	Mice and Rats	<input checked="" type="checkbox"/>	Spiders	<input type="checkbox"/>	Mosquitoes	<input type="checkbox"/>	Cluster Flies
<input type="checkbox"/>	Cockroaches/Silverfish	<input type="checkbox"/>	Ground Beetles/Crickets	<input checked="" type="checkbox"/>	Asian Lady Beetles	<input type="checkbox"/>	Raccoons/Skunks
<input type="checkbox"/>	Stored Product Pest	<input type="checkbox"/>	Flies	<input checked="" type="checkbox"/>	Box Elder Bugs	<input type="checkbox"/>	Squirrels
<input checked="" type="checkbox"/>	Ants	<input type="checkbox"/>	Fruit Flies	<input type="checkbox"/>	Wood Destroying Insects	<input type="checkbox"/>	Snakes
<input checked="" type="checkbox"/>	Carpenter Ants	<input checked="" type="checkbox"/>	Bee/Wasp/Hornet Nests	<input type="checkbox"/>	Carpenter Ants	<input type="checkbox"/>	Pigeons/Sparrows/Starlings
<input type="checkbox"/>	Other: Rice weevils	<input type="checkbox"/>		<input type="checkbox"/>	Fleas/Ticks	<input type="checkbox"/>	Other: _____

Charges/Fees:				Payment Options:			
Initial/Set-up Fee:	\$0.00	Service Equipment:	\$0.00	<input type="checkbox"/>	Cash/Check		
Service Fee:	per	QTY:		<input type="checkbox"/>	Visa		
Spring Ext. Treatment	\$150.00	per	Treatment	<input type="checkbox"/>	Mastercard	<input type="checkbox"/>	Monthly
Fall Ext. Treatment	\$150.00	per	treatment	<input type="checkbox"/>	Discover	<input type="checkbox"/>	Quarterly
		per		<input type="checkbox"/>	Billing (upon approval)	<input type="checkbox"/>	EOM
Total	\$300.00			<input checked="" type="checkbox"/>		<input type="checkbox"/>	Seasonal

Special Notes/Comments:

All prices quoted will be subject to local sales tax. Spring exterior treatment is targeting general crawling & nesting wasps. The Fall treatment in for prevention of wasps, Box elder bugs & Asian lady beetels from over wintering inside the building.

Keep Out Pest Controls Inc. is certified, licensed and insured in all aspects for commercial pesticide applicators. Keep Out Pest Control complies with all laws and regulations concerning the products used in your pest control services. We only use EPA approved products. We will provide Specimen Labels and Material Safety Data Sheets upon request. Keep Out Pest Control Inc. will maintain liability insurance . A copy of our Certificate of Liability Insurance is available upon request. Keep Out Pest Control take pride in thier work and guarantees to work with you to ensure pest problems are controlled to your satifaction. Keep Out Pest Control will maintain and service all pest control equipment. If the pest controll equipment is damaged or lost after the intial instalation the equipment will be billed to the account. Keep Out Pest Control ask the customer to notify us of any concerns so we may work on a resolution. Your cooperation regarding sanitation defeciencies and structural maintenance defects is essential to maximizing the benefit of the pest control program.

Acceptance of Proposal

This Agreement is effective for the months contracted, clients will be given written notice prior to any adjustments. Charges will be reviewed annually and a renewal notice will be sent for approval. **Service Start Date:** _____

I hereby authorize Keep Oput Pest Control, Inc. to provide service in accordance with this proposal.

Client Signature X _____ **Date:** _____

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of Jenkins

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 4/14/2025

Signature: Krista A. Oerman

Position: 218-568-4637



AGENDA ITEM # 8d.

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: April 10, 2025
Subject: Spring 2025 Project

Report: Following please find a list of completed, pending/to be determined projects for Spring 2025.

Completed Projects:

1. The interior of the concession stand was finished by Public Works using the material that was originally purchased for the Council Chambers.
2. The back room of the Council Chambers has been cleaned up by Public Works.
3. The Council Chamber remodel is *ALMOST* complete. I will have an update on costs of funds expended at the May 12th meeting.
4. The back door and side door landings to City Hall have been constructed.
5. The Rosewood Street repair contract has been signed and will be scheduled this spring.
6. The Energy Efficiency and Conservation Block Grant application has been submitted for installation of solar lights on the Jenkins Welcome Sign at the south end of town.

Pending/to be determined projects:

1. Entrance ramp to City Hall to be constructed. Bruce will be completing that within the next few weeks.
2. Born Learning Trail signs to be installed and path to be painted at Veterans Park. (The Born Learning Path is a series of signs that encourage child and adult interaction while also supporting learning that was donated to the City by the United Way last fall.) The local Kiwanis club painted the path at the Kiwanis Park in Brainerd. *Discussion and determination needed on who will paint the path in Jenkins. The United Way will maintain the painted portion of the trail going forward with annual touch-ups.*
3. Installation of drinking fountains to be completed this spring.
4. Pollinator garden dirt needs to be purchased and the garden needs to be re-seeded. I have volunteered to spread the dirt and re-seed the garden. *Staff would like to re-affirm the purchase of the black dirt.*

Budget Impact: TBD.

Council Action Requested: Discussion and action as needed.



AGENDA ITEM # 9c

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: April 8th, 2025
Subject: Facility Rental Agreements

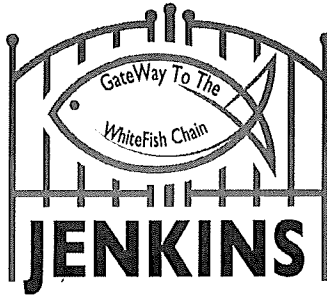
Report: Park Committee members reviewed the Facilities Rental Agreement (for Veteran's Park Pavilion and City Council Chambers) as well as the Concession Stand Rental Agreement and have requested the document be edited for changes to the rental pricing and deposit.

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.

Attached are the agreements, as recommended by the Parks Committee.

Requested Action: Please review the attached recommended agreements and approve, deny, request editing, or table the item. If tabling the agenda item, staff requests further direction.

For Internal Use Only:
Rental Receipt# _____
Deposit Receipt# _____
Date Approved: _____
Added to City Calendar _____
Deposit Return Date: _____



**City of Jenkins, 33861 Cottage Avenue
Jenkins, MN 56474
Phone: (218)568-4637**

Facilities Reservation Agreement

ALL RESERVATIONS ARE SUBJECT TO THE RESERVATION POLICY CONCERNING JENKINS' PROPERTIES. PLEASE REVIEW THE CONDITIONS BEFORE PROCEEDING FURTHER.

Check one

Name: _____ Resident: Non-resident:

Address: _____

City: _____

State: _____ Zip: _____ Phone: _____

Facility Desired:

Check one: Veterans Park Picnic Shelter: Ballfield Concession Stand:

Date requested: _____ Time: _____

CITY OF JENKINS RESERVATION POLICIES

1. You must be 21 year of age to reserve the facility and responsible adult supervision must be provided at all times to insure that the facility and surrounding grounds are utilized in a safe and orderly manner.
2. All motorized vehicles must be left in designated parking areas.
3. Animals are allowed on a leash AT ALL TIMES and you must use the waste disposal stations to clean up after your pets at Veteran's Park. No animals allowed inside of City Hall unless registered service animal.
4. No camping is allowed.
5. No glass containers allowed in the park area.
6. Rental facilities hours open not earlier than 9 AM and closed at 10 PM
7. Lessee shall and hereby does assume all risks of illness, injury to or death of self, agents, employees, guests and all persons going or being upon the premises at

instance with Lessee's consent or knowledge and all risks of damage to or loss, or destruction of property brought by Lessee or other persons at the above event, with or without Lessee's consent or knowledge, upon or in proximity to said premises and the Lessee shall and hereby does indemnify and save harmless the Lessor of and from any and all claims demands, suits, actions, recoveries, judgments, costs or expenses on account of any such illness, injury, death, damage, loss or destruction.

8. No firearms or explosives, (includes fire crackers and BB guns).
9. Park and playground equipment will remain open to the public.
10. No parking on grass areas unless designated by City Staff.
11. Selling of alcoholic beverages is prohibited.

City Hall Rental-

1. Lessee shall additionally pay a security deposit of \$20 for the use of the key card and facility. The deposit and the rental fee shall be paid in advance. Upon inspection and approval of City staff, the security deposit shall be promptly refunded.
2. Lessee understands that the key card(s) must be in my possession and not be given to any other person(s). The key card(s) may be returned to the city at any time. The city may request the key card(s) be returned at any time. The key holder must return the key card(s) within 24 hours of the request or will be liable for any and all costs related to changing card access system and replacement key card(s).

GENERAL CLEAN-UP CHECK LISTS

Veteran's Park Pavilion

- Pick up all litter
- Use garbage cans provided
- Clean off picnic tables
- Clean off picnic shelter counter

Both

- Remove all party decorations
- Leave Facility as you found it

City Hall

- Wipe off all tables
 - Put chairs and tables back in their original place
 - Vacuum the carpet in Council Chambers and sweep/Swiffer mop the entryway
 - Empty garbage can and place bags in red garbage bin located by maintenance shop
 - Turn off all the lights and make sure the doors and window are locked
 - Set thermostat to 55 in winter and 78 in summer and CLOSE THE COUNCIL CHAMBER DOORS
- Return key(s) to City Hall.

PLEASE LEAVE THE RESTROOM FACILITIES IN AS GOOD CONDITION AS WHEN YOU ARRIVED.

Agreement: I have received, read and agree to abide by policies, as well as all conditions on this application including policies on this agreement.

Signature of applicant: _____ Date: _____

Issued by: _____ Date: _____

RENTAL FEES:

- Jenkins Residents= \$25**
- Local Non-Profits= \$25**
- All Others= \$50**

Please make checks payable to City of Jenkins.

Thank you and enjoy your day in Jenkins!!!!

If you have any questions during the day of your rental please call the following:

**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

For Internal Use Only:
 Rental Receipt# _____
 Deposit Receipt# _____
 Date Approved: _____
 Added to City Calendar _____
 Deposit Return Date: _____

Today's Date: _____ Tax Exemption (Non-Profit) ID# _____

Type of Event: _____

Event Date: _____

Name: _____

Address: _____

Phone Number (s): _____

Email: _____

CONCESSION STAND RENTAL CHARGES-FULL DAY

- | | |
|--|----------|
| <input type="checkbox"/> Jenkins Residents | \$ 40.00 |
| <input type="checkbox"/> Local Non-Profits | \$ 40.00 |
| <input type="checkbox"/> All other | \$ 75.00 |

ADDITIONAL CHARGES

- | | |
|---|---------|
| <input type="checkbox"/> Clean up (if items on checklist are not performed) | \$50.00 |
|---|---------|

****Deposit and clean up fee will be held upon receiving a signed lease agreement. After a determination that no damage or additional cleanup was needed, a full refund will be made to the tenant. If there was additional cleanup or damage repairs, a refund or invoice for the remaining balance will be issued to the Tenant.

Total Rental Charges \$ _____

Deposit Paid \$ _____

CONCESSION STAND CLEANUP CHECKLIST

*Cleaning supplies are in the concession stand, including broom and extra garbage bags.

Concession Stand

- Concession stand wiped down and swept up.
- All litter picked up and placed in garbage cans.
- Tables wiped off.
- Any full garbage bags outside of cans can be placed in the red garbage bins located by the maintenance shop at City Hall.

1. **Lease Agreement made on** _____
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 Concession 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 a sum of \$50.00, separate from the rental cost, 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
7. security deposit. **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 _____ 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 not exceed 4 pursuant to the State Fire Marshall.
15. **Consumption of Alcohol:** The use and/or sale of alcoholic beverages is not permitted.
16. **Smoke/Drug-Free Facility:** Tenant agrees that the Jenkins Ball Field and Concession Stand area is a smoke and drug-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, marijuana on the premises while this lease is in effect.

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.

Signature of Tenant	Date
Print Name	
Signature of City Official	Date

**Please make checks payable to: City of Jenkins, 33861 Cottage Avenue, Jenkins, MN 56474



AGENDA ITEM #

9c

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: April 8th, 2025
Subject: Ballfield Duty & Responsibility Agreement-Diamond Club

Report: The Diamond Club has added both Clerk Okerman and myself to their calendar, and have started practice at the Jenkins Ball field. The Duty & Responsibility Agreement hadn't yet been reviewed for the 2025 season, so the Parks Committee completed the review on March 27th at their regularly scheduled meeting.

In attendance on behalf of the Diamond Club were Ben VonBank and Missy Haff. Mr. VonBank stated that the Diamond Club greatly appreciates use of the field and would be happy to pay the costs associated to the use of the two porta-potties that the City has provided for the field.

Mrs. Haff indicated that the Diamond Club will only be using the Concession Stand one time per year, during their annual tournament, and would like to see the agreement state that the Diamond Club can utilize the Concession Stand at no charge since they are paying for the porta-potties.

Mr. VonBank mentioned that he would like to see the business banners addressed in the agreement, indicating that the Diamond Club will be responsible for selling them and collecting the funds, as well as being responsible for install, removal, repair, etc.

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.

Requested Action: Review the attached agreement, as recommended by the Parks Committee. The Council can either approve, deny, request further editing, or table the agenda item. If tabling the item, staff requests further direction.

**DIAMOND CLUB AND THE CITY OF JENKINS
COUNTY OF CROW WING
STATE OF MINNESOTA
DUTY & RESPONSIBILITY AGREEMENT**

Intent

This Agreement is to ensure that all parties are aware of their roles and responsibilities concerning usage of the Jenkin's City Ball Field.

Purpose

The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which The Diamond Club and City will exercise public works services within the boundaries of the City Ballfield. The Diamond Club and City hereby engage each entity to provide such services in accordance with and subject to the terms of this agreement.

Administration and Services.

The Administration of public works services under this Agreement shall be the sole responsibility of the City. It is further agreed that the Jenkins City Clerk or his or her designee, shall confer with the Diamond Club or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

The Diamond Club agrees to defend and indemnify the City against any claims brought or actions filed against the City or any officer, employee, or volunteer of the City for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance pursuant to this agreement.

The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Scope and Description of Services.

By Diamond Club

- The Diamond Club shall provide all chalking and dragging of the field prior to use.
- The Diamond Club shall sign up per Google calendar to schedule games and practices at the beginning of the 2025 season indicating dates and durations of use, to which the City shall have access to.
- The Diamond Club shall ensure that the field and surrounding area is left in proper order upon completion of each use, leaving no trash or debris on or around the field and stands.
- The Diamond Club shall be responsible for the costs incurred by the City of Jenkins associated to the rental of 2 (two) porta-potties for the baseball season (April-August).
- The Diamond Club shall be responsible for the purchase, sale, install, repair, and/or removal of all Business Banners on the outfield fences, and shall keep all proceeds for the sales thereof.
- The Diamond Club shall be allowed one (1) use of the Concession Stand at no charge.

By City of Jenkins

- The City of Jenkins will provide all regular and routine field mowing, fertilizing, weed control, and maintenance of irrigation system. The City will also provide any replacement parts associated to the maintenance listed in this section.
- The City shall provide 2 (one) porta-potties for the baseball season (April-August), at the expense of the Diamond Club.
- The City shall provide 1 (one) refuse cart serviced by Pequot Lakes Sanitation for the duration of the baseball season (April-August).
- The City shall pay the electricity costs associated to the ball field pump house and irrigation.

Other responsibilities.

.....
Insurance: As a condition precedent to the effectiveness of this agreement, Diamond Club at its sole cost and expense, shall obtain and maintain in force, a general liability insurance against all claims or injuries to person(s) or damage(s) to property occurring during an event or upon the premises. By signing this form, the User declares that the User has obtained an insurance policy meeting the terms of this agreement. A copy of the Certificate of Insurance is required to be submitted prior to the start of the 2025 season.

Materials: Materials, other than what is required for routine and emergency maintenance, porta potty rentals, and electricity, will be the responsibility of the Diamond Club, such as chalking, dragging the field and advertising banner related materials. The City will provide a storage area for these items at no cost to the Diamond Club. *A good will donation from the Diamond Club to go towards any of the routine maintenance or other items listed would be welcome.*

Repairs: Repairs shall be completed by the City of Jenkins Public Works Department upon availability of staff. It is the responsibility of the Diamond Club to inform the City immediately in the event that a repair is necessary.

Duration: This agreement will be in force for the 2025 Baseball season upon execution of this agreement. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party to the agreement.

Default: It is agreed that if the Diamond Club or any user members should fail, neglect and/or refuse to keep and perform any of the conditions or agreements contained in this Agreement, the City, depending on the gravity or severity, may cause this agreement to be terminated, without liability to the City.

Execution: Each party hereto has read, agreed to and executed this Duty & Responsibility Agreement on this _____ day of _____, 20_____.

Diamond Club:

City:

By: _____
Its President

By: _____
Andrew J. Rudlang, Mayor

By: _____
Its Vice President

By: _____
Krista A. Okerman, City Clerk

DRAFT



AGENDA ITEM #

9c

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: April 8th, 2025
Subject: Ballfield Duty & Responsibility Agreement-ISD 186

Report: The Duty & Responsibility Agreement hadn't yet been reviewed for the 2025 season, so the Parks Committee completed the review on March 27th at their regularly scheduled meeting.

The attached agreement essentially mimics that of last year's agreement, per the Park Committee's recommendation.

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.

Requested Action: Review the attached agreement, as recommended by the Parks Committee. The Council can either approve, deny, request further editing, or table the agenda item. If tabling the item, staff requests further direction.

**PEQUOT LAKES ISD 186 AND THE CITY OF JENKINS
COUNTY OF CROW WING
STATE OF MINNESOTA
DUTY & RESPONSIBILITY AGREEMENT**

Intent

This Agreement is to ensure that all parties are aware of their roles and responsibilities concerning usage of the Jenkin's City Ball Field.

Purpose

The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which The Pequot Lakes ISD 186 and City will exercise public works services within the boundaries of the City Ballfield. The Pequot Lakes ISD 186 and City hereby engage each entity to provide such services in accordance with and subject to the terms of this agreement.

Administration and Services.

The Administration of public works services under this Agreement shall be the sole responsibility of the City. It is further agreed that the Jenkins City Clerk or his or her designee, shall confer with the Pequot Lakes ISD 186 or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

The Pequot Lakes ISD 186 agrees to defend and indemnify the City against any claims brought or actions filed against the City or any officer, employee, or volunteer of the City for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance pursuant to this agreement.

The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Scope and Description of Services.

By Pequot Lakes ISD 186

- The Pequot Lakes ISD 186 shall provide all chalking and dragging of the field prior to use.
- The Pequot Lakes ISD 186 shall sign up per Google calendar to schedule games and practices at the beginning of the 2025 season indicating dates and durations of use, to which the City shall have access to.
- The Pequot Lakes ISD 186 shall ensure that the field and surrounding area is left in proper order upon completion of each use, leaving no trash or debris on or around the field and stands.

By City of Jenkins

- The City of Jenkins will provide all regular and routine field mowing, fertilizing, weed control, and maintenance of irrigation system. The City will also provide any replacement parts associated to the maintenance listed in this section.
- The City shall provide 1 (one) porta-potty for the baseball season (April-August).
- The City shall provide 1 (one) refuse cart serviced by Pequot Lakes Sanitation for the duration of the baseball season (April-August).
- The City shall pay the electricity costs associated to the ball field pump house and irrigation.

Other responsibilities.

.....
Insurance: As a condition precedent to the effectiveness of this agreement, Pequot Lakes ISD 186 at its sole cost and expense, shall obtain and maintain in force, a general liability insurance against all claims or injuries to person(s) or damage(s) to property occurring during an event or upon the premises. By signing this form, the User declares that the User has obtained an insurance policy meeting the terms of this agreement. A copy of the Certificate of Insurance is required to be submitted prior to the start of the 2025 season.

Materials: Materials, other than what is required for routine and emergency maintenance, porta potty rentals, and electricity, will be the responsibility of the Pequot Lakes ISD 186, such as chalking and dragging the field. The City will provide a storage area for these items at no cost to the Pequot Lakes ISD 186.

Repairs: Repairs shall be completed by the City of Jenkins Public Works Department upon availability of staff. It is the responsibility of the Pequot Lakes ISD 186 to inform the City immediately in the event that a repair is necessary.

Duration: This agreement will be in force for the 2025 Baseball season upon execution of this agreement. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party to the agreement.

Default: It is agreed that if the Pequot Lakes ISD 186 or any user members should fail, neglect and/or refuse to keep and perform any of the conditions or agreements contained in this

Agreement, the City, depending on the gravity or severity, may cause this agreement to be terminated, without liability to the City.

Execution: Each party hereto has read, agreed to and executed this Duty & Responsibility Agreement on this _____ day of _____, 20_____.

Pequot Lakes ISD 186:

City:

By: _____
Its Chair

By: _____
Andrew J. Rudlang, Mayor

By: _____
Krista A. Okerman, City Clerk

DRAFT