



CITY COUNCIL MEETING AGENDA

Monday, September 8th, 2025 @ 6:00 PM

Mayor: Andrew Rudlang **City Clerk:** Cassandra Delougherty
City Council: **City Attorney:** Vacant
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 August 26th, 2025 meeting
 - c. Pre-written check #'s 30253 -30257 & EFTs; **\$5,363.34**
 - d. Proposed check #'s 30258-30262 & EFTs; **\$6,419.75**

TOTAL EXPENSES = \$11,783.09

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.

5. New Business
 - a. 4M Fund Options
 - b. Approval Of Lawful Gambling Premise Permit, Resolution #25-09-318
6. Unfinished Business
 - a. Aspenwood Dr Rezone
 - i. Ord. Amndmt O-25-44 & Resolution #25-09-317 Approving Summary Publication
 - b. City Clerk Resignation & New City Clerk Appointment
 - i. Separation Agreement
 - ii. Formal Resolution 25-08-316
 - c. Resignation of City Attorney
7. Reports of Officers, Committees, Staff
 - a. Mayor's Report
 - b. Road's & Finance Discussion Report
 - i. Recommendations on Special Assessment Policy and Priority Roads
 - c. Personnel Committee
 - d. Park Committee
 - i. Diamond Club Duty & Responsibility Agreement
 - ii. Resolution #25-09-319 Accepting Donations
8. Miscellaneous/Communication
9. Adjournment

**COUNTY OF CROW WING
CITY OF JENKINS
MINUTES OF THE REGULAR CITY COUNCIL MEETING
AUGUST 26, 2025**

Call to Order - Pledge of Allegiance

The regular meeting of the City Council was called to order at 6:01 PM by Mayor Rudlang with all reciting the Pledge of Allegiance.

Roll Call

The City Council Members were present as follows: Mayor Rudlang; Council Members Flategraff, Siltman, Barnett and Carlson. Staff present: Deputy City Clerk Delougherty.

Agenda Additions/Deletions

Personnel Committee recommendations were provided to the Council just prior to the meeting to be discussed in Agenda Item 9b.

Consent Agenda

The consent agenda was approved on motion by Flategraff; second by Carlson. All present voted aye.

Open Forum

During the open forum, Drake Beyer from 10728 South Road, Pequot Lakes addressed the Council regarding the cannabis ordinance. He expressed concerns that on July 22, all five council members had voted for a chronological selection process for cannabis licensing, which is recognized by OCM (Office of Cannabis Management) as a valid selection process. However, at the last meeting with only four members present, the council reversed this decision. Mr. Beyer questioned why the council had flip-flopped on this decision without all members present, especially when a previous meeting had been tabled due to having only four members. He also questioned why the attorney's opinion hadn't been consulted before the July 22 vote and noted that the attorney's opinion was brief and not legally binding.

Both Mr. Beyer's brother had been working with Jenkins since the beginning on the cannabis ordinance drafts, suggesting that hours mirror liquor sales. He requested the council rescind the recent ordinance and hold a public hearing on the finalized version as required by statute 462.357.

Mayor Rudlang responded that while the council typically doesn't respond during open forum, he would address some points. He clarified he couldn't locate the statute cited by Mr. Beyer. The mayor explained that council voted contingent on the attorney's opinion, which ultimately recommended a random selection process rather than chronological order. He noted both methods were legally acceptable ways to handle the selection process. The mayor also explained that to his knowledge, there is no requirement for a second public hearing after changes are made to an ordinance.

Public Hearing: Application for Rezone-3457 Veteran's LLC, from Highway Business (C-2) to Light Industrial (I-1) Zoning District

Deputy Delougherty introduced the rezoning application from 3457 Veteran's LLC (doing business as Pequot Tool). She explained that Pequot Tool, the city's largest employer, has experienced significant growth and is looking to purchase the Sunset Cinema property. The current zoning is C-2 Highway Business District, and they are requesting it be rezoned to I-1 Industrial. The staff recommendation was to approve based on the findings of fact in the report.

The Hearing was opened for Public Comment at 6:21 pm.

Simon Stricker, 33110 County Road 371, spoke about the theater property rezoning request. His parents' property surrounds the theater property, and his main concern was about the road, which currently has an easement. He questioned who would maintain the road given the expense and the difference between regular vehicle traffic versus heavy trucks.

No other comments. **Public Hearing was closed at 6:23pm**

During council deliberation, one Councilmember asked about access to the property, noting that the staff findings indicated "the property has adequate access via Aspenwood Drive easement to County Road 16." Councilmember Siltman noted that the access issue was important but wouldn't affect the rezoning decision itself. Simon Stricker added that he supported the rezoning but was concerned about road maintenance.

Deputy Delougherty clarified that the road is not in the city's road inventory and that there is an easement agreement stating that the previous cinema owners were responsible for maintaining the road, with this responsibility passing to any successor.

A motion was made to approve the rezoning request.

Motion by Carlson seconded by Ryan, to approve the rezoning request. Motion carried unanimously.

Unfinished Business

City Committees and their Operational Guidelines

Deputy Delougherty presented operational guidelines for city committees, explaining that they serve as advisory bodies to the City Council. The guidelines would ensure consistent operation, transparency, and effective communication between committees, staff, and council.

Council discussed various aspects of the guidelines. Mayor Rudlang pointed out that with only one staff member currently, the requirement that each committee have a staff liaison might be unrealistic. The council agreed that scheduled meetings are preferred but not always necessary, and that the requirement for staff liaisons should be modified to "as needed."

The council also discussed committee membership, particularly for the Parks and Recreation Committee, which has many members who don't regularly attend meetings. It was suggested that the Parks Committee develop its own proposal for membership structure.

Motion by Carlson, seconded by Flategraff, to approve the City Committee Operational Guidelines with adjustments discussed including removing the requirement that all committees must have a staff liaison and rewording the office visits section. Motion carried with four ayes and one nay (Siltman).

Bond Prospectus & Special Assessment Policy

Councilmember Jerimey Flategraff had requested information about bonding for street projects. He explained that a few years back, the former mayor had developed extensive information on bonding. He wanted to revisit this for potential street repairs and a feasibility study.

Councilmember Siltman presented a list of roads that he had compiled, categorized by assessment percentages. The council discussed the need to establish a roads assessment policy and to present it at the September 23rd meeting.

The council agreed that this would need to be a priority, especially with budget time approaching and the need for a feasibility study for any upcoming work.

New Business

Resignation of City Attorney

City Attorney Brad Person resigned from his appointed role for the City of Jenkins. In his resignation email, he recommended reaching out to the League of Minnesota Cities with questions until the city obtains a new attorney.

Deputy Delougherty reported she had reached out to the League of Minnesota Cities, but they cannot give legal advice. She noted that immediate legal advice was needed regarding the cannabis ordinance.

Motion by Siltman, seconded by Ryan, to authorize staff to solicit interested legal services.

Motion carried unanimously.

Reports of Officers, Committees, Staff

Mayor's Report

Mayor Rudlang reported on new technology acquired through a grant, including a new display, webcam, and Bluetooth microphone. He mentioned that he had not yet set dates for office hours but offered to stay after the meeting for anyone wanting to chat. He stated he was working on finding times to hold regular office hours, both in the morning and evening.

Personnel Committee

The Personnel Committee presented several recommendations:

To officially appoint Deputy Clerk Cassandra Delougherty as Clerk-Treasurer and Planning & Zoning Administrator for the City of Jenkins at discussed rate of pay, Grade 6 Step 6, effective immediately.

Motion by Carlson, seconded by Siltman, to approve recommendation number 1 from Personnel Committee. Motion carried unanimously.

To approve a wage adjustment for Cassandra's graduation from the Minnesota Municipal Clerk's Institute, which had been previously discussed but never implemented.

Motion by Flategraff, seconded by Siltman, to approve the wage adjustment. Motion carried unanimously.

To explore a consulting arrangement with former Clerk Krista Okerman to assist with the transition. The committee recommended a temporary arrangement with a maximum number of hours and a specific end date.

Motion by Flategraff, seconded by Carlson, to have the Personnel Committee continue working on a consulting arrangement with Krista Okerman. Motion carried unanimously.

To approve final payout of wages and accrued PTO to Krista Okerman.

Motion by Carlson, seconded by Siltman, to pay out final wages and accrued PTO to Krista Okerman. Motion carried unanimously.

The Council also discussed a draft policy on conflict of interest, staff interaction, and duty of transparency for council members and commissioners. After discussion about the wording regarding office visits and phone calls, the Council decided to approve the policy with modifications.

Motion by Siltman, seconded by Jory, to table the policy, other three Councilmembers voting nay. Motion to approve the policy with changes discussed then made by Carlson, seconded by Flategraff. Motion carried 4-1, with Siltman voting nay.

Adjournment

Motion by Flategraff, seconded by Carlson, to adjourn the meeting at 7:48pm. Motion carried unanimously.

Approved this _____ day of _____, 2025.

Cassandra M. Delougherty, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

Fund Name: All Funds

Date Range: 08/27/2025 To 09/05/2025

<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>
08/27/2025	Crow Wing Power	30253	7/8/25 to 8/8/2025 electric service	N	Street Lighting	100-43160-381-	\$ 24.00
	Total For Check	30253					\$ 24.00
08/27/2025	Crow Wing County Land Services	30254	Recording fees, TW Miller CUP, DeLaPena CUP, Front Street ROW vacation	N	Recording and Reporting	100-41420-310-	\$ 138.00
	Total For Check	30254					\$ 138.00
08/27/2025	Joe Johnson Septic Service	30255	2 satellites at Jenkins Ball Field from 4/29/25 to 8/21/25 \$120/month per satellite	N	Park Areas	100-45202-310-	\$ 960.00
	Total For Check	30255					\$ 960.00
08/27/2025	Tri-County Septic Inspection	30256	New Septic inspection Savage 34114 3rd Ave PID26270691	N	New Sewer Services	100-43254-310-	\$ 200.00
	Total For Check	30256					\$ 200.00
08/27/2025	On Systems Inc.	30257	Inv#12129 Chambers A/V equipment funded by Approved Community Impact Grant (technology)	N	Clerk	100-41425-570-903	\$ 3,493.00
	Total For Check	30257					\$ 3,493.00
08/27/2025	Elan Financial Services	EFTC122F6AB	space force flag for park, fuel, shop supplies, No-IP and microsoft subscriptions	N	Clerk	100-41425-433-	\$ 153.93
		EFTC122F6AB			General Government Buildings and Plant	100-41940-212-	\$ 281.56
		EFTC122F6AB				100-41940-215-	\$ 65.67
		EFTC122F6AB			Park Areas	100-45202-438-	\$ 47.18
	Total For Check	EFTC122F6AB					\$ 548.34
	Total For Selected Checks						\$ 5,363.34

Claims List for Approval

Date Range : 8/27/2025 To 9/5/2025

<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>
09/02/2025	AT & T Mobility	cell phone-Roger	2809	\$30.00	100-43102-321-	Public Works/Maintenance	30258 \$30.00
09/03/2025	City of Pequot Lakes	Police Contract Invoice #2485	2810	\$3,605.00	100-42110-315-	Police Administration	30259 \$3,605.00
09/05/2025	Tri-County Septic Inspection	New Septic inspection Ebnet 3110 Ellis Rd	2811	\$200.00	100-43254-310-	New Sewer Services	30260 \$200.00
09/05/2025	Pequot Lakes Sanitation	Garbage service	2812	\$82.21	100-41940-384-	General Government Buildings and Plant	30261 \$82.21
09/05/2025	On Systems Inc.	Inv#12200 IT Network Management monthly cost	2813	\$277.10	100-41425-570-903	Clerk	30262 \$277.10
08/28/2025	PERA	08/10-08/23/25 pay period w/final payout of PTO and ESST to KO	EFT0008144 68	\$1,666.00	100-41425-115- 100-43102-115- 100-41501-121- 100-41425-115-	Clerk Public Works/Maintenance Payroll Administration Clerk	EFT \$595.97 \$66.05 \$892.50 \$111.48
08/27/2025	Metro Sales	Inv 28702986 Contract base 5/14-8/13 (42.75) Usage chrg (122.79) Rental chrg (333.90)	EFT1107606 572	\$499.44	100-41425-209-	Clerk	EFT \$499.44
08/28/2025	State of IA	CSE 08/10 - 08/23/25 pay period	EFT2644440	\$60.00	100-41425-175-	Clerk	EFT \$60.00

Date Range : 8/27/2025 To 9/5/2025

<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				\$6,419.75			\$6,419.75

Date



AGENDA ITEM # 5a

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 5th, 2025
Subject: 4M and 4MP Fund Options and CD rates

Report: I had the opportunity to speak with Laura Hamacher from PMA regarding our account with PMA. She advised me on some different options that they have regarding terms and rates. She indicated that the difference between the 4M and 4MP(lus) percentages is that the Plus account requires a 14-day waiting period from the time that funds are ploaced into the account before they become liquid. Currently the difference in rate is 4.23% for 4M and 4.254%.

I have attached a copy of the current CD rates that they offer as of Friday, September 5th, 2025 at 10:30am. We do not have any active CDs at this time. We have only the 3 accounts with PMA, along with our First National Checking and Savings accounts.

Requested Action: Review the attached information for your information, and direct staff as to next steps.

CD - 1096 Days, Maturing on 09/05/2028

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
KS StateBank	FDIC	19899	Manhattan, KS	\$223,200.00	\$26,734.64	\$249,934.64	3.989
Freedom Northwest Credit Union	FDIC	65722	Kamiah, ID	\$224,000.00	\$25,866.75	\$249,866.75	3.846
Totals & Weighted Avg for Term:				\$447,200.00	\$52,601.39	\$499,801.39	3.917

CD - 732 Days, Maturing on 09/07/2027

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
KS StateBank	FDIC	19899	Manhattan, KS	\$231,500.00	\$18,428.49	\$249,928.49	3.969
American Commercial Bank & Trust, National Association	FDIC	3719	Ottawa, IL	\$231,800.00	\$18,095.07	\$249,895.07	3.893
Totals & Weighted Avg for Term:				\$463,300.00	\$36,523.56	\$499,823.56	3.931

CD - 549 Days, Maturing on 03/08/2027

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Cornerstone Bank	FDIC	5496	York, NE	\$235,900.00	\$13,983.31	\$249,883.31	3.941
American Commercial Bank & Trust, National Association	FDIC	3719	Ottawa, IL	\$236,100.00	\$13,823.06	\$249,923.06	3.893
Totals & Weighted Avg for Term:				\$472,000.00	\$27,806.37	\$499,806.37	3.917

CD - 364 Days, Maturing on 09/04/2026

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
American Commercial Bank & Trust, National Association	FDIC	3719	Ottawa, IL	\$240,300.00	\$9,615.62	\$249,915.62	4.013
NorthEast Community Bank	FDIC	29147	White Plains, NY	\$240,400.00	\$9,515.33	\$249,915.33	3.969
Totals & Weighted Avg for Term:				\$480,700.00	\$19,130.95	\$499,830.95	3.991

CD - 270 Days, Maturing on 06/02/2026

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Cornerstone Bank	FDIC	5496	York, NE	\$242,600.00	\$7,278.80	\$249,878.80	4.056
BOM Bank	FDIC	1373	Natchitoches, LA	\$242,700.00	\$7,191.19	\$249,891.19	4.005
Totals & Weighted Avg for Term:				\$485,300.00	\$14,469.99	\$499,769.99	4.031

CD - 180 Days, Maturing on 03/04/2026

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Omb Bank	FDIC	8252	Springfield, MO	\$244,900.00	\$4,951.68	\$249,851.68	4.100
Cornerstone Bank	FDIC	5496	York, NE	\$245,000.00	\$4,939.20	\$249,939.20	4.088
Totals & Weighted Avg for Term:				\$489,900.00	\$9,890.88	\$499,790.88	4.094

CD - 90 Days, Maturing on 12/04/2025

Bank	Backing	FDIC #	City, State	Invested	Net Interest	Total	Net Rate
Omb Bank	FDIC	8252	Springfield, MO	\$247,400.00	\$2,531.61	\$249,931.61	4.150
Third Coast Bank	FDIC	58716	Humble, TX	\$247,400.00	\$2,481.59	\$249,881.59	4.068
Totals & Weighted Avg for Term:				\$494,800.00	\$5,013.20	\$499,813.20	4.109



AGENDA ITEM # 5b

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 8th, 2025
Subject: Lawful Gambling Premise Permit Application

Report: The City of Jenkins is in receipt of a Premises Permit Application for gambling at Snarky Loon Brewing Company LLC by the Pine River Area Foundation. The State of Minnesota requires city approval for a gambling premises located within city limits.

Requested Action: Review and approve the attached Resolution #25-09-318, approving Minnesota Premise Permit for Lawful Gambling.

RESOLUTION NO. 25-09-318

A RESOLUTION APPROVING MINNESOTA PREMISES PERMIT FOR LAWFUL GAMBLING FOR SNARKY LOON BREWING COMPANY LLC, LOCATED AT 33488 STATE HIGHWAY 371, JENKINS, MINNESOTA.

WHEREAS, Pine River Area Foundation has submitted an application to the City of Jenkins requesting City approval of a Minnesota Gambling Premises Permit located at Snarky Loon Brewing Company LLC, 33488 State Highway 371, Jenkins, MN; and

WHEREAS, it has been demonstrated that Northern Lakes Youth Hockey Association is collecting monies for lawful purposes.

NOW THEREFORE, BE IT RESOLVED that the City of Jenkins approve the local gambling located at Snarky Loon Brewing Company LLC, 33488 State Highway 371, Jenkins, MN. The City Clerk is directed to attach a certified copy of this resolution to the application to be submitted to the Gambling Control Board.

Adopted by the City Council of Jenkins, Minnesota this 8th day of September, 2025.

Andrew J. Rudlang, Mayor

Attested:

Cassandra M. Delougherty, City Clerk-Treasurer



AGENDA ITEM #

6a

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 5th, 2025
Subject: Aspenwood Drive Rezone

Report: State law requires rezoning be done by ordinance amendment. Please see attached Ordinance Amendment O-25-44 and Resolution #25-09-317 approving Summary Publication.

Requested Action: Review and approve the attached Ordinance Amendment O-25-44 and Resolution #25-09-317, Approving Summary Publication.

ORDINANCE NO. O-25-44

**CITY OF JENKINS
CROW WING COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER 150 LAND USE AND SUBDIVISIONS
ZONING DISTRICTS AND DISTRICT PROVISIONS OF THE JENKINS CITY CODE
OF ORDINANCES
AND THE OFFICIAL ZONING MAP OF THE CITY OF JENKINS**

The City Council of the City of Jenkins does ordain as follows:

Section 1. Purpose and Intent.

The Official Zoning Map of the City of Jenkins, Minnesota, is hereby amended to rezone the parcel of land legally described below from its current zoning classification of "Highway Business (C-2)" Zoning District to "Light Industrial (I-1)" Zoning District.

Section 2. Legal Description of Property.

The property affected by this ordinance is located at 33140 Aspenwood Drive and is legally described as: E 400.00 FT OF THE S 326.69 FT OF SW1/4 OF SW 1/4. SUBJ TO ROW FOR CO RD 16. TOG/WITH ESMNT OF REC., PID 26350547

Section 3. Findings.

The City Council has considered this amendment and finds that it is consistent with the City's Comprehensive Plan based on the following findings of fact:

1. *The subject property is described as E 400.00 FT OF THE S 326.69 FT OF SW1/4 OF SW1/4 SUBJ TO ROW FOR CO RD 16. TOG/WITH ESMNT OF REC.*
2. *The request is to rezone a 2.3-acre parcel from "Highway Business" To "Light Industrial"*
3. *The subject property is adjacent to property zoned "Highway Business" (north), "Highway Business" (southwest) and "Rural Residential" (southeast), "Highway Business" (west), and "Highway Business" (east). The proposed reclassification is considered "spot" zoning; however, the reclassified zoning is compatible with the purpose and intent of the surrounding zoning districts and land uses.*
4. *The proposed rezoning is in conformance with the City of Jenkins Comprehensive Plan.*
5. *The property meets the minimum lot size and width requirements of the "Light Industrial" Zoning District.*
6. *There are no known natural sensitive areas on the subject property.*
7. *The subject property is not within a Shore Land Area.*
 - a. *There does not appear to be any lowland area on the subject property.*
8. *The property has an existing water well, and a compliant subsurface sewage treatment system.*
9. *The property has adequate access via Aspenwood Drive easement to County Road 16.*
10. *Although the future land use map identifies the subject property "Highway Business" the*

request is consistent with overall intent and following goals and strategies included in the comprehensive plan:

- a. One of the Guiding Principles is "Supporting a year-round economy and job opportunities in Jenkins and the surrounding area." (pg. iv) Nearly 62% of those surveyed for the Comp Plan identified the need for developing a year-round economy, one that remains stable and functional throughout all seasons of the year (pg. 29). Pequot Tool will also add approx. 8-10 jobs at the new facility.*
- b. Pequot Tool is still the city's largest manufacturer. A specific focus on future actions are around expanding the industrial and retail base within the City. To support this growth, infrastructure should be studied to determine capacity and to support future expansion needs (page 29), with the city's top Economic Development Goal being to 'expand the industrial base in Jenkins'. (pg. 33)*
- c. There are only 4 undeveloped parcels in the Jenkins Business Park. Two of them have recently been purchased, and the new owner has been in contact with staff regarding completion of a land use application.*

Section 4. Repeal.

This ordinance shall repeal all ordinances inconsistent herewith.

Section 5. Effective Date.

Passed and adopted by the City Council of Jenkins, Minnesota this 8th day of September, 2025.

Andrew Rudlang, Mayor

ATTEST:

Cassandra Delougherty, City Clerk/Treasurer

RESOLUTION #25-05-317
A RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE
AMENDMENT.

WHEREAS, on August 26th, 2025, the City Council approved the rezoning of land from “Highway Business (C-2)” Zoning District to “Light Industrial (I-1)” Zoning District, based on 10 findings of facts, hereby adopting Ordinance O-25-44; and

WHEREAS, the Ordinance Amendment is regarding Chapter 150 Land Use and Subdivisions, Zoning District and District Provisions; related to the City of Jenkins Official Zoning Map and

NOW THEREFORE BE IT RESOLVED by the City Council of Jenkins, Minnesota, due to the lengthy nature of this Ordinance Amendment, have directed that this summary title and summary be prepared for publication pursuant to Minnesota Statute §412.91, Subd. 4. The Council finds that the following text clearly informs the public of the intent and effect of Ordinances O-25-44, and hereby approves the following summary text for publication:

SUMMARY ORDINANCE FOR PUBLICATION
ORDINANCE AMENDMENT O-25-44
AN ORDINANCE AMENDING CHAPTER 150, LAND USE AND
SUBDIVISIONS, ZONING DISTRICTS AND DISTRICT PROVISIONS OF THE
JENKINS CITY CODE OF ORDINANCES AND THE OFFICIAL ZONING MAP
OF THE CITY OF JENKINS

The City Council of the City of Jenkins, Minnesota has approved a rezone of land from “Highway Business (C-2)” Zoning District to “Light Industrial (I-1)” Zoning District, based on 10 findings of fact. The property is described as: *E 400.00 FT OF THE S 326.69 FT OF SW1/4 OF SW 1/4. SUBJ TO ROW FOR CO RD 16. TOG/WITH ESMNT OF REC.*, PID 26350547. Such amendment of the official Zoning Map of the City of Jenkins amends Chapter 150 of the Jenkins City Code of Ordinances related to Zoning Districts and District Provisions.

NOTICE: THE FULL TEXT OF THIS ORDINANCE AMENDMENT, INCLUDING SUBJECT PROPERTY, LOCATION AND FINDINGS OF FACT ARE AVAILABLE FOR INSPECTION DURING NORMAL OFFICE HOURS AT THE OFFICE OF THE CITY CLERK LOCATED AT 33861 COTTAGE AVENUE, JENKINS MN 56474.

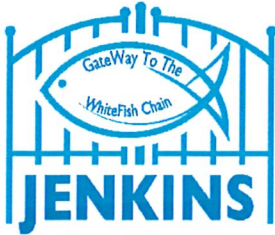
This ordinance amendment was approved by approval of the above rezone by the City Council of the City of Jenkins, Minnesota on August 26th, 2025.

Adopted and approved this 8th day of September, 2025 by at least 4/5 vote.

ATTEST:

Andrew J. Rudlang, Mayor

Cassandra M. Delougherty, Clerk



AGENDA ITEM # *6b*

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 5th, 2025
Subject: City Clerk Resignation & New Clerk Appointment

Report:

Please see attached Draft Separation Agreement for Krista A. Okerman, former City Clerk-Treasurer and Planning & Zoning Administrator. This document serves to formalize her resignation from the City of Jenkins.

Though the City Council took action by formal motions at the August 26th, 2025 regular City Council Meeting, presenting and adopting this resolution provides a clearer record of Council's intent for auditors, regulators, and future councils by ensuring that these actions are formally codified in a single document. The attached Resolution No. 25-09-316 serves to formalize the motions passed in the previous City Council Meeting on August 26th, 2025.

Requested Action: Please review and approve the attached separation agreement resolution.

SEPARATION OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF JENKINS AND KRISTA A. OKERMAN

This Separation of Employment Agreement (“Agreement”) is made and entered into by and between:

Krista A. Okerman (Employee) and the City of Jenkins, Crow Wing County, Minnesota

Collectively, the City of Jenkins and Krista A. Okerman may be referred to as the “Parties.”

1. Separation Date

Employee provided appropriate notice of resignation on August 11th, 2025, and is leaving the City of Jenkins in good standing. Employee’s employment with the City of Jenkins will end effective **August 25th, 2025**.

2. Final Compensation

The City of Jenkins agrees to pay the Employee:

- All wages earned through the Separation Date.
- All accrued and unused Paid Time Off (PTO) as noted and at the rate indicated on Pages 24 and 25 of the City of Jenkins Personnel Policy, adopted, approved and amended July 25, 2023, as of the Separation Date.
- All accrued and unused Earned Sick and Safe Time (ESST) in accordance with the City of Jenkins Earned Sick and Safe Time Policy, adopted and approved December 9, 2024 and in accordance applicable laws.

All such payments shall be made on or before the City of Jenkins’s next regular payroll date following the Separation Date, or as otherwise required by law.

3. Mutual Non-Disparagement

Each Party agrees that it will not make or publish any oral or written statements that disparage, defame, or otherwise negatively affect the reputation of the other Party, including Council Members, all City Commissions and Committees, employees, agents and contracted services.

This provision shall not prohibit either Party from responding truthfully as required by law or legal process.

4. Mutual Non-Disclosure

Each Party agrees to maintain in strict confidence any confidential or private information obtained during the course of employment or business dealings, including but not limited to internal communications.

This obligation shall survive the execution of this Agreement and the termination of employment.

5. Return of City of Jenkins Property

The Employee agrees to return all City of Jenkins property, including but not limited to electronic devices, documents, files, access cards, keys, and any other materials belonging to the City of Jenkins, no later than the Separation Date or a mutually agreed-upon date.

6. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by either Party.

7. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the subject matter herein and supersedes any prior understandings or agreements.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. Voluntary Execution

The Parties acknowledge that they have read this Agreement, understand its contents, and enter into it voluntarily and without duress or coercion.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below:

Jenkins City Council

By: _____, Mayor, Dated: _____

By: _____, Councilmember, Dated: _____

By: _____, Councilmember, Dated: _____

By: _____, Councilmember, Dated: _____

By: _____, Councilmember, Dated: _____

EMPLOYEE

By: _____ Krista A. Okerman, Dated: _____

The foregoing instrument was signed by and executed by the Jenkins City Council in its entirety as of the date of this agreement and Krista A. Okerman this _____ day of _____, 2025.

Notary Public

SEAL:

**CITY OF JENKINS
CROW WING COUNTY
STATE OF MINNESOTA
RESOLUTION NO. 25-09-316**

**A RESOLUTION ACCEPTING RESIGNATION OF CITY CLERK-TRESURER AND
PLANNING & ZONING ADMINISTRATOR AND APPOINTING SUCCESSOR**

WHEREAS, Krista A. Okerman submitted her resignation on August 11th, 2025 at the City Council meeting, effective August 25th, 2025.

WHEREAS, Council accepted resignation of Krista A. Okerman and authorized payout of final wages, Earned Sick & Safe Time, and Paid Time Off, and Health Stipend per City Policy and in accordance with State Law at the August 26th, 2025 City Council meeting.

WHEREAS, Cassandra M. Delougherty was appointed to City Clerk-Treasurer and Planning & Zoning Administrator at the August 26th, 2025 City Council Meeting, effective August 26th, 2025.

NOW, THEREFORE, BE IT RESOLVED The resignation of Krista A. Okerman, City Clerk-Treasurer and Planning & Zoning Administrator is accepted and effective August 25th, 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED Krista A. Okerman is leaving the City of Jenkins in good standing and the City Council thanks Krista A. Okerman for her dedicated service to the city of nearly 18 years.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Jenkins has appointed Cassandra M. Delougherty as City Clerk-Treasurer, Planning & Zoning Administrator, effective August 26th, 2025.

Adopted by the Jenkins City Council this 8th day September, 2025.

Andrew Rudlang, Mayor

ATTESTED:

Cassandra M. Delougherty, City Clerk-Treasurer



AGENDA ITEM # *bc*

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 5th, 2025
Subject: Resignation of City Attorney

Report: As the Council was made aware at the previous meeting, our City Attorney, Brad Person, has resigned from his appointed role for the City of Jenkins. The Council authorized staff to seek interim and/or long-term legal services. Clerk Delougherty reached out specifically to a number of attorneys that had been given high praises from other cities in the area, as well as placed an advertisement in both the Pine & Lakes Echo Journal and the Brainerd Daily Dispatch. The advertisement reads as follows:

CITY OF JENKINS, MINNESOTA
NOTICE
REQUEST FOR PROPOSALS
City Professional Legal Services
The City of Jenkins, Minnesota is
requesting proposals for interim
and/or long-term general legal
services from firms experienced in
municipal law. The proposals shall
be made in accordance with the
specifications and must be received
by the City of Jenkins no later than
4:00 pm CDT, Wednesday,
October 8th, 2025.
All proposals must be sent as a PDF
document via email to Cassandra
Delougherty, City Clerk-Treasurer:
cassandra.delougherty@
cityofjenkins.com
The RFP Packet can be found on
our website newsfeed by visiting the
'News' tab at www.cityofjenkins.com
Questions and requests for RFP
Packets may be directed to:
Cassandra Delougherty
City Clerk-Treasurer
City of Jenkins
33861 Cottage Avenue
Jenkins, MN 56474
PH: (218) 568-4637
(Sep. 3, 2025)

To date, I have received one possible option to help specifically with the Cannabis ordinance and potential litigation at a rate of \$350 per hour. It is imperative that the city secure legal counsel to address the immediate need.

Requested Action: Discuss and direct staff as to next course of action.



AGENDA ITEM # 7b

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 8th, 2025
Subject: Thursday, September 4th, 2025 Roads & Finance Discussion

Report: In an effort to help prepare for the upcoming preliminary budget discussions, Roads Committee members planned to meet via Google Meets last Thursday afternoon. It was brought to staff's attention by one of the members that since the meeting had not been posted on the calendar, website, or newspaper, and being that it was to be held remotely and was not accessible to the public, the Committee meeting was not valid and would be a violation of law. The committee meeting was then cancelled by staff, who instead met only with Councilmembers Siltman and Flategraff, to have a roads and finance discussion. The discussion mainly focused on the intention of amending of the city's special assessment policy. Completion of this amendment is imperative in determining budgeting and external funding opportunities prior to any major road work being completed.

Please consider staff's previous requests of disbanding committees that don't have set dates and times and renaming them taskforces or something similar.

Requested Action: Review and discuss the provided materials from Councilmember Siltman, prepared after the discussion with Councilmember Flategraff and Clerk Delougherty

Also, please consider firming dates and times for Roads & Finance Committee meetings, or rename them to taskforces, or something similar.

Roads from Gravel to Bituminous

	City %	Assessed %
Roads not in city inventory	0	100
Fox Grove		
Bilyard Blvd		
Summer Creek		
Brunes Ranch		
Charles Ave		
Earle Jenkins		
Hay Creek Trail		
Dead End Roads	20	80
Drake Circle		
Ellis Road		
Norway		
Laura Rose		
Summer Ave		
12th Ave South Section		
Main Connecting Roads	100	0
Half Mile		
12th Ave Middle Section		
Myers Road		
Ultra Flyte Road		

Roads to consider possible changes

Summer Ave- North end connects multiple cross roads, assess north end differently?

Norway- From old 371 to Blaze Blvd leave that as 80/20 or consider it differently?

Ultra Flyte Road- from 371 to Half Mile would be a main connecting road, what about past Half Mile?

Maintenance and full reclamation assessments

	City %	Assessment %
Main Connecting Roads	100	0
Cemetary Rd		
Half Mile		
Ultra Flyte		
Middle Section of 12th Ave		
Lilac Street		
Veterans		
Secondary Connecting Roads	100	0
Ackerman Trl		
Brown Blvd		
Central		
Pine Tree		
Cottage		
Gleason		
2nd Ave		
3rd Ave		
2nd St		
3rd St		
Poualack St		
Gateway Ave		
Beyer St		
Blaze Blvd		
Rosewood		
Dead End Roads	100	0
Myers Road		
Jenkins Ave		
Norway		
Summer		
Laura Rose		
South section of 12th Ave		
Shanty Ct		
Darlene Drive		
Drake Cir		
Ellis Rd		
White Pine Knoll		

Roads to consider

Ackerman Trail- East end of the road dead ends



AGENDA ITEM #

7d

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: September 8th, 2025
Subject: Diamond Club 2026 Duty & Responsibility Agreement Draft & Donation

Report: The City of Jenkins entered into a Duty & Responsibility Agreement with the Diamond Club in April 2025 and received a donation in the amount of \$840 on April 28th, 2025, for the cost of two satellite rentals at the Jenkins Ball Field for the 2024 Summer Baseball Season. Donations are accepted by Resolution, and this donation has not yet been accepted by resolution.

The City of Jenkins has drafted a Duty & Responsibility Agreement with the Diamond Club for the 2026 Summer Baseball Season that mirrors to the 2025 Agreement. The Diamond Club has signed the draft agreement and has offered a donation in the amount of \$960 for the cost of the two satellite rentals at the Jenkins Ball Field for the 2025 Summer Baseball Season. Per Melissa Haff, Jenkins Park Committee Member who is the secondary Representative of the Diamond Club, this donation is only valid if the agreement remains the same as the 2025 agreement.

Requested Action: Review and approve, deny, or table the attached 2026 Duty & Responsibility Agreement for the City of Jenkins and the Diamond Club, and approve, deny, amend, or table Resolution #25-09-319, Accepting both donations.

**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 Jenkins 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 Ball Field. 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 2026 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 (two) 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 2026 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.

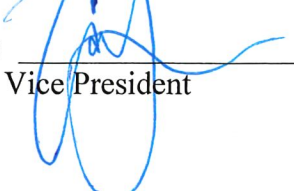
Duration: This agreement will be in force for the 2026 Baseball season upon execution of this agreement. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party to the agreement.

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:

By: 
Its President

By: 
Its Vice President

City:

By: _____
Andrew J. Rudlang, Mayor

By: _____
Cassandra M. Delougherty, City Clerk

AGENDA ITEM
7/21/25

CITY OF JENKINS
RESOLUTION NO. 25-09-319
A RESOLUTION ACCEPTING A DONATION TO THE CITY OF JENKINS

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

WHEREAS, the following entity has offered to contribute the monies set forth below to the city:

<u>Date</u>	<u>Name of Donor</u>	<u>Donation</u>
4/28/25	Diamond Club	2024 Satellite Rental Costs for Jenkins Ball Field-\$840
9/03/25	Diamond Club	2025 Satellite Rental Costs for Jenkins Ball Field-\$960

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

Terms or Conditions

For maintenance, equipment, or upgrades to the Jenkins Ball Field.

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

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

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

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

Adopted by the Jenkins City Council this 8th day of September, 2025.

Andrew Rudlang, Mayor

ATTESTED:

Cassandra M. Delougherty, City Clerk-Treasurer