



CITY COUNCIL MEETING AGENDA Tuesday, October 14th, 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 September 23rd, 2025 meeting
 - c. Pre-written payroll check #'s 30292-30303; **\$4,744.96**
 - d. Voided check number 30292, 30293, 30295 (printing error- dbl-sided)
 - e. Proposed check #'s 30304-30313 & EFTs; **\$16,253.04****TOTAL EXPENSES = \$20,998.00**

5. Open Forum

Note: This is a time to address the City Council regarding items that are not on the agenda. Please wait for the Mayor to acknowledge you. State your name, address and topic you wish to discuss for the record. No response or action will be immediately taken to citizen request other than to refer the matter to City staff for further research and a written report back to the City Council.

PLEASE NOTE THAT PUBLIC COMMENT MAY BE LIMITED TO 3 MINUTES PER PERSON.

6. Unfinished Business
 - a. Resolution 25-09-323 Adopting Preliminary Budget
 - b. Cannabis Ordinance Review & Proposed Amendments O-25-46
 - i. Planning Commission Land Use Matrix Ordinance O-25-45 Recommendations
7. New Business
 - a. Landowner Petition to Detach from City- to Township
 - i. Resolution 25-10-324
 - b. Request for Proposals-Legal Services
 - c. Proposed Amendment to Special Assessment Policy
8. Reports of Officers, Committees, Staff
 - a. Mayor's Report
 - b. Clerk's Report
 - i. Sourcewell-Community Development Shared Services Agreement
 - ii. Policy on Conflict of Interest, Staff Interaction, and Duty to Transparency
 - c. Personnel Recommendations
 - d. Parks Committee
 - i. Meeting Minutes
9. Miscellaneous/Communication
10. Adjournment

September 23rd, 2025

City Council Meeting Minutes

Call to Order - Pledge of Allegiance

Mayor Rudlang called the meeting to order and led the Pledge of Allegiance.

Roll Call

Present: Mayor Andrew Rudlang; Council Members Siltman and Barnett Absent: Council Members Carlson and Flategraff Staff Present: Clerk-Treasurer Delougherty

Agenda Additions/Deletions

Mayor Rudlang noted that the Open Forum section was listed on the agenda but without a numerical designation. He clarified that they would proceed with Open Forum despite the numbering oversight.

Consent Agenda

Mayor Rudlang presented the consent agenda items including the September 8th minutes and pre-written and proposed checks. Clerk Delougherty clarified that check #30276 had to be voided due to an error with a payroll deduction.

The Council decided to table the minutes until the next meeting for further review.

Motion by Council Member Siltman, seconded by Mayor Rudlang, to approve the remainder of the consent agenda. Motion carried unanimously.

Open Forum

Mayor Rudlang opened the forum for public comments not related to agenda items. No members of the public came forward to speak.

New Business

Closed Session pursuant to Minn. Stat. Sec. 13D.05, subd. 3(b) due to threatened litigation

Mayor Rudlang read the statutory language explaining the need for the closed session regarding threatened litigation by Hometown Buds LLC concerning cannabis retail registration. He noted that the closed session was necessary to discuss legal strategy under attorney-client privilege and that the public would be invited back once the closed session was completed.

Motion by Council Member Siltman, seconded by Mayor Rudlang, to close this portion of the meeting. Motion carried unanimously.

The Council entered closed session. Upon completion, the public meeting was reopened.

Public Agenda Request: Joint request provided by Cabin Fever Co. and Hometown Buds, LLC

Drake Beyer from Hometown Buds and Jullie Hastings from Cabin Fever Co. presented their request to discuss the current cannabis ordinance and propose amendments.

Mr. Beyer explained that he and other applicants had been communicating together to develop a solution for the city regarding cannabis retail registrations. He presented two options: Option 1 would allow the original three applicants to receive registrations, with a caveat that if one isn't completed within an 18-month window, it could be reduced to two.

X WILL BE UPDATED PRIOR TO MEETING TO
ACCURATELY REFLECT MOTIONS & SECONDS

Option 2 would allow two retail businesses, with one of those including cultivation under a micro endorsement.

Mr. Beyer noted that if both businesses were established in the city, they would operate in different locations (north and south) and would work together symbiotically, sharing products between them to benefit customers and the community.

Ms. Hastings added that they reached out to each other to find a workable solution that would help the city move forward without additional issues. She confirmed that the third applicant, though not present at the meeting, was still interested if amendments allowed for multiple registrations.

Mr. Beyer also suggested reconsidering cultivation as not just an accessory use but as either a permitted use or conditional use permit, noting that in other states it's typically a standalone facility.

After discussion, Council Members expressed openness to revisiting the ordinance to allow multiple licenses. Both present members noted they wouldn't be opposed to reviewing the proposed amendments.

Motion by Mayor Rudlang, seconded by Council Member Barnett, to direct city staff to bring forward a draft amendment to section 113.13 for city council consideration to permit three businesses on a first-come, first-served basis for applicants with completed applications, zoning compliance, and preliminary license approval from the Office of Cannabis Management. Motion carried unanimously.

Additionally, regarding the land use considerations for cannabis cultivation:

Motion by Mayor Rudlang, seconded by Council Member Siltman, to send the land use portion back to Planning and Zoning for further review. Motion carried unanimously.

The Planning and Zoning meeting was scheduled for October 6, 2025, at 6:00 PM, with the City Council to meet on October 14, 2025 (moved from October 13 due to Indigenous Peoples' Day).

Unfinished Business

Resolution 25-09-321 Approving Preliminary Tax Levy

The Council agreed to continue discussion of the preliminary tax levy to a special meeting scheduled for Friday, September 26, 2025, at 5:30 PM.

Motion by Mayor Rudlang, seconded by Council Member Barnett, to continue agenda item 6a to the Friday, September 26 meeting at 5:30 PM. Motion carried unanimously.

Resolution 25-09-322 Supporting Sourcewell Match & Impact Funding Grants

Clerk Delougherty presented Resolution 25-09-322 supporting applications for Sourcewell Match and Impact Funding Grants. She explained that the city has approximately \$26,000 in heavy equipment reserves and could potentially secure grant funding for needed equipment.

Delougherty noted that the city would likely qualify for the match grant (having not received it the previous year), while the impact funding grant would be more competitive since the city received it last year. After discussion of priorities, the Council agreed to focus on insulating the city shop, adding fence and halo netting at the ball field, and potentially including a zero-turn mower if funding allowed.

Motion by Mayor Rudlang, seconded by Council Member Siltman, to approve Resolution 25-09-322 Supporting Sourcewell Match & Impact Funding Grants with the additions of

safety, health, welfare, and enjoyment of residents as priorities. Motion carried unanimously.

Reports of Officers, Committees, Staff

Mayor's Report

Mayor Rudlang did not have a formal report.

Clerk's Report

Clerk Delougherty noted that the Personnel Committee should meet soon to discuss budget impacts of proposed staffing changes. She explained that the budgetary impact of the public works retention plan would be approximately \$2,700, and mentioned there are now additional options for retention planning that weren't previously available to cities. Delougherty also announced that the Park Committee meeting scheduled for the fourth Thursday of the month would take place at the ball field (2999 Pine Tree Street) rather than City Hall.

Miscellaneous/Communication

No items were discussed under miscellaneous communication.

Adjournment

Motion by Council Member Barnett, seconded by Council Member Siltman, to adjourn the meeting. Motion carried unanimously.

The meeting was adjourned at 7:20 pm.

Fund Name: All Funds

Date Range: 09/25/2025 To 10/09/2025

<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>
10/08/2025	Payroll Period Ending 10/04/2025	30294	9/21-10/4/25 payroll, health, and CC pay	N	Public Works/Maintenance	100-43102-103-	\$ 542.13
		Total For Check 30294					\$ 542.13
10/08/2025	Payroll Period Ending 10/04/2025	30296	9/21-10/4/25 payroll, health, and CC pay	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check 30296					\$ 230.87
10/08/2025	Payroll Period Ending 10/04/2025	30297	9/21-10/4/25 payroll, health, and CC pay	N	Council/Town Board	100-41110-106-	\$ 180.87
		Total For Check 30297					\$ 180.87
10/08/2025	Payroll Period Ending 10/04/2025	30298	9/21-10/4/25 payroll, health, and CC pay	N	Clerk	100-41425-101-	\$ 2,058.01
		Total For Check 30298					\$ 2,058.01
10/08/2025	Payroll Period Ending 10/04/2025	30299	9/21-10/4/25 payroll, health, and CC pay	N	Payroll Administration	100-41501-131-	\$ 684.59
		Total For Check 30299					\$ 684.59
10/08/2025	Payroll Period Ending 10/04/2025	30300	9/21-10/4/25 payroll, health, and CC pay	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check 30300					\$ 230.87
10/08/2025	Payroll Period Ending 10/04/2025	30301	9/21-10/4/25 payroll, health, and CC pay	N	Payroll Administration	100-41501-131-	\$ 309.70
		Total For Check 30301					\$ 309.70
10/08/2025	Payroll Period Ending 10/04/2025	30302	9/21-10/4/25 payroll, health, and CC pay	N	Council/Town Board	100-41110-106-	\$ 277.05
		Total For Check 30302					\$ 277.05
10/08/2025	Payroll Period Ending 10/04/2025	30303	9/21-10/4/25 payroll, health, and CC pay	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check 30303					\$ 230.87
		Total For Selected Checks					\$ 4,744.96

\$227.97

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CITY OF JENKINS
GENERAL FUND
33861 Cottage Avenue
Jenkins, MN 56474

FIRST NATIONAL BANK
WALKER, MN 56484
75-975/912

30293

10/08/2025

PAY TO
THE
ORDER
OF

Cassandra Delougherty

\$ *****684.59

Six Hundred Eighty-Four Dollars And Fifty-Nine Cents DOLLARS



Ending

Ending

0.00

Employer City of Jenkins

33861 Cottage Avenue Jenkins, MN 56474

(218) 568-4637

3,532 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4670

PAY TO
THE
ORDER
OF

VOID



THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK

30295

00.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CITY OF JENKINS
GENERAL FUND
33861 Cottage Avenue
Jenkins, MN 56474

FIRST NATIONAL BANK
WALKER, MN 56484
75-975/912

30292

10/08/2025

\$ *****180.87

One Hundred Eighty Dollars And Eighty-Seven Cents DOLLARS



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Payroll Enc
Gross Pay \$250.00
Social Security \$15.50
Current

Ryan Barnett

Date Range : 9/24/2025 To 10/9/2025

<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>
09/29/2025	Tri-County Septic Inspection	New Septic Inspection Nierenhausen 36242 CR15, PID26230516	2825	\$200.00			
					100-43254-310-	New Sewer Services	30304 \$200.00
09/29/2025	Crow Wing Power	8/8/25 to 9/8/2025 electric service	2826	\$24.00			
					100-43160-381-	Street Lighting	30305 \$24.00
10/02/2025	City of Pequot Lakes	Invoice # 2495	2827	\$3,605.00			
					100-42110-315-	Police Administration	30306 \$3,605.00
10/02/2025	League of Minnesota Cities	Inv.434229(S.Stricker)Me mberLearn Land Use Regulation: YourRoleInLandUseDecisi on-making	2828	\$15.00			
					100-41110-440-	Council/Town Board	30307 \$15.00
10/06/2025	Pequot Lakes Sanitation	Garbage service	2829	\$45.35			
					100-41940-384-	General Government Buildings and Plant	30308 \$45.35
10/06/2025	On Systems Inc.	Inv#12290 Managed services and web hosting	2830	\$277.42			
					100-41425-209-	Clerk	30309 \$277.42
10/06/2025	Keep Out Pest Control	Invoice#25813 fall exterior asian lady beetle treastment	2831	\$161.06			
					100-41425-209-	Clerk	30310 \$161.06
10/06/2025	Wideth Smith Nolting & Assoc., Inc	Inv.240766-Rosewood St review onsite with contractor EngII (2hrs@ \$165=\$330)+mileage(34. 30)	2832	\$364.30			
					100-41910-303-	Planning and Zoning	30311 \$364.30
10/06/2025	AT & T Mobility	cell phone-Roger	2833	\$30.00			
					100-43102-321-	Public Works/Maintenance	30312 \$30.00

Date Range : 9/24/2025 To 10/9/2025

<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>
10/09/2025	Flaherty & Hood, P.A.	Legal Services provided in September regarding Cannabis and threatened litigation	2834	\$3,500.00			
					100-41610-304-	City/Town Attorney	30313 \$3,500.00
10/08/2025	PERA	9/21- 10/04/25 pay period	EFT000820103	\$537.54			
					100-41425-115- 100-43102-115- 100-41501-121-	Clerk Public Works/Maintenance Payroll Administration	EFT \$197.57 \$52.00 \$287.97
10/06/2025	MN Revenue	3rd Quarter State Withholding 2025	EFT10062025	\$1,622.07			
					100-41501-172-	Payroll Administration	EFT \$1,622.07
10/06/2025	Dept. of Employment and Econ Dev	Unemployment Insurance Quarter 3 2025	EFT14161955	\$3,896.00			
					100-41501-141-	Payroll Administration	EFT \$3,896.00
09/29/2025	Internal Revenue Service	Q2 941 Penalties on late IRS941 reporting and payment	EFT1996499	\$325.45			
					100-41501-810-	Payroll Administration	EFT \$325.45
09/29/2025	State of IA	CSE 09/07 - 09/20/25 pay period	EFT2656951	\$60.00			
					100-41425-175-	Clerk	EFT \$60.00
10/08/2025	State of IA	CSE 09/21 - 10/04/25 pay period	EFT2660513	\$60.00			
					100-41425-175-	Clerk	EFT \$60.00
10/07/2025	Internal Revenue Service	Sept 2025 Q3 941	EFT5255545	\$1,337.96			
					100-41501-122- 100-41501-135- 100-41501-170-	Payroll Administration Payroll Administration Payroll Administration	EFT \$597.37 \$139.71 \$600.88
09/29/2025	PERA	9/7- 9/20/25pp includes \$572.73 overpymt KO final total was 643.56 this pp	EFT818729	\$70.83			

Date Range : 9/24/2025 To 10/9/2025

<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>
					100-41501-121-	Payroll Administration	(\$572.73)
					100-41425-115-	Clerk	\$241.18
					100-43102-115-	Public Works/Maintenance	\$57.62
					100-41501-121-	Payroll Administration	\$344.76
10/01/2025	Xcel Energy	Natural gas service	EFTDA607	\$121.06			
					100-41940-383-	General Government Buildings and Plant	\$121.06
Total For Selected Claims				\$16,253.04			\$16,253.04

Date



AGENDA ITEM #

609

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: 2026 Preliminary budget

Report: Formal motion was made on September 29th, 2025 to approve the 2026 preliminary budget and Resolution 25-09-322 was passed and provided to Crow Wing County on September 30th. Though a formal resolution was not presented adopting the 2026 preliminary budget, adoption of the budget was the intent of the Council at the time of approval.

Requested Action: Review and approve the attached Resolution 25-09-323.

RESOLUTION NO. 25-09-323

**A RESOLUTION ADOPTING THE PRELIMINARY 2026 OPERATIONAL BUDGET
FOR THE CITY OF JENKINS**

WHEREAS, a preliminary operational budget for the City of Jenkins has been prepared for the 2026 calendar year; and

WHEREAS, line items within the budget may be changed from time to time to meet the needs of the City; and

WHEREAS, a resolution certifying the preliminary property tax levy has been approved and said levy is sufficient to meet the needs of the budget.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JENKINS, COUNTY OF CROW WING MINNESOTA AS FOLLOWS:

That the 2026 preliminary operational budget showing General Fund Disbursements of \$484,739.27 and Receipts of \$484,721.00 be adopted as the preliminary 2026 budget. The allocation is as follows:

Disbursements:

General Fund Preliminary Operating Budget:	\$377,257.27
Capital Improvements/Reserves:	\$61,500.00
GO Improvement Bond 2023A Street Imprvmnts.	<u>\$45,982.00</u>
TOTAL	\$484,739.27

Receipts:

General Fund Levy amount for Preliminary Operational Budget:	\$417,624.00
General Fund amount for CIP/Reserves:	<u>\$61,500.00</u>
TOTAL	\$484,721.00

Passed by the City Council of Jenkins, Minnesota this 29th day of September, 2025.

Andrew J. Rudlang, Mayor

Attested:

Cassandra M. Delougherty, City Clerk-Treasurer



AGENDA ITEM #

6b

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: Cannabis Ordinance Proposed Amendments

Report: On September 23rd the City Council discussed the City's current Cannabis ordinance and in closed session, discussed threatened litigation from a retail license applicant pursuant to Minn. Stat. Sec. 13D.05, subd. 3(b).

Two cannabis license applicants formally requesting to be on the agenda to discuss the current ordinance and their requested amendments. Said applicants were heard by the City Council following the closed session. The applicants shared their thoughts and Council discussed entertaining potential amendments. The Council then made motion to send the current ordinance back to the Planning Commission for review and recommendations for amendments to the Land Use Matrix. The Council authorized staff to share Attorney David Assaf's opinion related to the land use/zoning portion of the ordinance to assist in their recommendation determination.

The Planning Commission reviewed the Land Use Matrix and have recommended the Council consider the attached Ordinance Amendment O-25-45, prepared by Attorney Assaf to specifically address the zoning/land use portion of the regulation of adult-use cannabis.

Clerk Delougherty worked with Attorney Assaf, and Mr. Assaf prepared draft amendment O-25-46, with options for Council's consideration related to the regulation of adult-use cannabis.

Requested Action: Please review the Planning Commissions recommended Ordinance Amendment O-25-45, review proposed Ordinance Amendment O-25-46 and options for the Regulation of Adult-Use Cannabis, and discuss. If the consensus of Council is to move forward with discussion of the proposed amendments, please make motion for staff to prepare and provide sufficient public notice of proposed amendments prior to the final votes.

ORDINANCE NO. O-25-46
AN ORDINANCE AMENDING TITLE XI, BUSINESS REGULATIONS,
CHAPTER 113, REGULATION OF CANNABIS AND HEMP BUSINESSES AND
EVENTS

THE CITY COUNCIL OF THE CITY OF JENKINS DOES ORDAIN THAT (deletions are in ~~strike~~through in red; additions are underlined in red; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as their number and title):

SECTION 1. Jenkins City Code, Title XI –Business Regulations, Chapter 113 – Cannabis and Hemp Businesses is hereby amended to read as follows:

Section 113.01. ADMINISTRATION.

1. Findings and Purpose. The City of Jenkins City Council makes the following legislative findings:
 - A. The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City of Jenkins to protect the public health, safety, and welfare of Jenkins residents by regulating cannabis businesses within the legal boundaries of Jenkins.
 - B. City Council finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Jenkins, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.
2. State Law Adopted. Except as further restricted or regulated by this Chapter, the provisions of Minnesota Statutes, Chapter 342, relating to cannabis and hemp regulation and the corresponding state rules with respect to the same are hereby adopted and made a part of this Chapter as if set out herein in full. Whenever there is an inconsistency between the provisions of Minnesota Statutes, Chapter 342, as amended, and the provisions of this Chapter, the more restrictive provision shall govern, unless preempted by state law.
3. Authority and Jurisdiction. The City of Jenkins has the authority to adopt this ordinance pursuant to:
 - A. Minn. Stat. § 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
 - B. Minn. Stat. § 342.22, regarding the local registration and enforcement

requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

C. Minn. Stat. § 152.0263, Subd. 5, regarding the use of cannabis in public places.

D. Minn. Stat. § 462.357, regarding the authority of a local authority to adopt zoning ordinances.

This Chapter shall be applicable to the legal boundaries of the City.

4. Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

5. Enforcement. The City of Jenkins is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

Section 113.02. DEFINITIONS.

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. § 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

1. Cannabis Retail Businesses. A cannabis retailer location and the retail location(s) of mezzo businesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.

2. Cannabis Retailer. Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

3. Daycare. A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

4. Lower-potency Hemp Edible. As defined under Minn. Stat. § 342.01 subd. 50.

5. Lower-potency Hemp Edible Retailer. A person or entity licensed or authorized to acquire, possess, transfer, sell, dispense, or distribute lower-potency hemp edible products and related supplies and products pursuant to Minn. Stat. § 342.44.

6. Office of Cannabis Management. Minnesota Office of Cannabis Management,

referred to as “OCM” in this ordinance.

7. Place of Public Accommodation. A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

8. Preliminary License Approval. ~~The preliminary license approval issued by the OCM pre-approval for to~~ a cannabis business license ~~applicant for applicants who qualify~~ qualifies under Minn. Stat. §§ 342.14 or 342.17, as evidenced by a document or other written communication from the OCM to the applicant.

9. Public Place. A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

10. Residential Treatment Facility. As defined under Minn. Stat. § 245.462 subd. 23.

11. Retail Registration: An approved registration issued by the City of Jenkins to a state- licensed cannabis retail business.

12. School. A public school as defined under Minn. Stat. § 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. § 120A.24.

13. State License. An approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business.

Section 113.03. REGISTRATION OF CANNABIS BUSINESSES REQUIRED

No individual or entity may operate a state-licensed cannabis retail business within Jenkins without first registering with the City.

Section 113.04. PRE-LICENSE STATE APPLICATION RESPONSE REQUIRED

Pursuant to Minn. Stat. Ch. 342, within 30 days of receiving a copy of a state license application from OCM, the City shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

Section 113.05. PRELIMINARY INSPECTION PRIOR TO RETAIL REGISTRATION

1. Prior to issuance of a cannabis retail business registration, the City shall conduct a preliminary inspection to ensure compliance with local ordinances.

2. If the City Council approves a retail registration application submitted by an applicant with a preliminary license approval and prior to the issuance of a license by the OCM to the applicant, the City shall conduct a preliminary inspection to ensure compliance with the requirements of this ordinance and all City ordinances after the applicant has submitted a copy of a valid state license to the City Clerk pursuant to Section 113.07. The applicant shall not make sales within the City prior to the completion of the preliminary inspection.

Section 113.06. REGISTRATION FEES

1. Fees.

- A. The City shall not charge an application fee.
- B. A registration fee, as established in the City of Jenkins' fee schedule, shall be charged to applicants depending on the type of retail business license applied for.
- C. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. § 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.
- D. Any renewal retail registration fee imposed by the City shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. § 342.11, whichever is less.
- E. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

Section 113.07. APPLICATION

1. An applicant for a retail registration shall fill out a registration form, as provided by the City. Said form shall include, but is not limited to:

- A. Full name of the property owner and applicant;
- B. Address, email address, and telephone number of the applicant;
- C. The address and parcel ID for the property which the retail registration is sought and, if applying with only a preliminary license approval issued by OCM and not a valid license, evidence of control of the property or premises for which the retail registration is sought;

- D. Certification that the applicant complies with the requirements of this Chapter and the Land Use and Zoning Regulations established by the City pursuant to Minn. Stat. § 342.13.
2. The applicant shall include with the form:
 - A. the registration fee as required in Section 113.06.

a copy of a valid state license or written notice of OCM ~~preliminary~~ license ~~approval~~. ~~preapproval~~.
3. Once an application is considered complete, the City Clerk shall inform the applicant as such, process the registration fees, and forward the registration to the ~~OCM~~ and City ~~Clerk~~ Council for approval or denial.
4. The registration fee shall be non-refundable once processed.
5. If the City Council approves a retail registration application submitted with a preliminary license approval and prior to the issuance of a license by the OCM to the applicant, the applicant shall be required to submit a copy of a valid state license issued by the OCM to the City Clerk and allow an inspection to be conducted pursuant to Section 113.05 of this ordinance prior to making any sales within the City.

Section 113.08. APPLICATION APPROVAL AND BASIS FOR DENIAL

1. A state-licensed cannabis retail business registration shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 113.13.
2. A state-licensed cannabis retail business registration shall not be approved or renewed if the applicant is unable to meet the requirements of this Chapter or any applicable provisions of the Jenkins City Code.
3. The applicant does not have a valid license or preliminary license approval issued by the OCM.
4. The applicant fails to provide any information required on the application or provides inaccurate, false or misleading information.
5. The fee for the registration or registration renewal has not been paid.
6. The applicant has otherwise failed a preliminary inspection or compliance check completed by the city.

Section 113.09. ANNUAL COMPLIANCE CHECKS.

1. The Pequot Lakes Police Department shall complete at minimum one compliance check per calendar year of every cannabis retail business to assess if the business meets age verification requirements, as required under Minn. Stat. § 342.22 Subd. 4(b) and Minn. Stat. §342.24 and this Chapter.

2. The Pequot Lakes Police Department shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

3. Any failures under this section must be reported to the Office of Cannabis Management.

Section 113.10. LOCATION CHANGE

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of the City, it shall notify the City of the proposed location change and submit necessary information to meet all the criteria in this paragraph.

Section 113.11. NON-TRANSFER

A cannabis retail registration issued under this ordinance shall not be transferred.

Section 113.12. RENEWAL OF REGISTRATION

1. Renewal Required. The City shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license. A state-licensed cannabis retail business shall apply to renew registration on a form established by the City.

2. Renewal Fees. The City may charge a renewal fee for the registration starting at the second renewal, as established in the City's fee schedule.

3. Renewal Application. The application for renewal of a retail registration shall include, but is not limited to, the items required under Section 113.07 of this Ordinance.

Section 113.13. LIMITING OF REGISTRATIONS

1. If Crow Wing County has one active cannabis retail businesses registration for

every 12,500 residents, the City shall not be required to register additional state-licensed cannabis retail businesses.

2. In no event shall the City issue more than ~~one~~ three (31) cannabis retail business registration within the City. ~~The one (1) retail business will be selected via a lottery system. The city shall process cannabis retail registration applications in the order in which the applications are received until the maximum number of registered cannabis retail businesses has been met.~~

Section 113.14. REQUIREMENTS FOR CANNABIS BUSINESSES

1. Minimum Buffer Requirements.

- A. The City shall prohibit the operation of a cannabis business if the property line is adjoining to a school or licensed daycare.
- B. Pursuant to Minn. Stat. § 462.367 subd. 14, nothing in this Section shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

2. Hours of Operation. Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, or lower-potency hemp edibles between the hours of 10:00 a.m. and 10:00 p.m.

3. Signage and Building Conditions.

- A. Cannabis retail businesses are required to have plans to prevent the visibility of cannabis to individuals outside the retail location.
- B. Cannabis retail businesses are permitted a sign on the exterior of the building or property of the business, unless otherwise limited by the City's sign ordinance. Businesses must follow the City of Jenkins sign ordinance.

Section 113.15. SUSPENSION OF REGISTRATION

1. When Suspension is Warranted. The City may suspend a cannabis retail business's registration if it violates this Chapter or poses an immediate threat to the health or safety of the public. The City shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2. Notification to OCM. The City shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the city and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

3. Length of Suspension. The suspension of a cannabis retail business registration

may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

Section 113.16 REGISTRATION VIOLATIONS AND PENALTY

Any state-licensed cannabis retail business or lower-potency hemp edible retailer that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation, as set forth in the City's fee schedule.

Section 113.17. LOWER-POTENCY HEMP EDIBLE RETAILERS

1. Registration Required. The sale of lower-potency hemp edibles is permitted, subject to compliance with the retail registration requirements in this Chapter and the specific terms of this Section for a retail registration for a lower-potency hemp edible retailer.
2. Application. The procedures for and content of an application for a retail registration for a lower-potency hemp edible retailer under this chapter shall be as provided in Section 113.07 of this Chapter.
3. Fees. Registration fees for a retail registration for a lower-potency hemp edible retailer shall be as provided in Section 113.06 of this Chapter.
4. Renewal. The procedures for and content of a renewal application for a retail registration for a lower-potency hemp edible retailer under this chapter shall be as provided in Section 113.12 of this Chapter. Renewal fees shall be as set forth in Section of this Chapter.
5. Basis for Denial. The registration application for a lower-potency hemp edible retailer shall be denied for any of the reasons provided in Section 113.08 of this Chapter.
6. Zoning Districts. Lower-potency hemp edible retailers must comply with the Land Use and Zoning Regulations established by the City pursuant to Minn. Stat. § 342.13.
7. Compliance Checks. The procedure for each annual compliance check shall be as provided in Section 113.09.
8. Additional Standards.
 - A. Age Requirements. The sale of lower-potency hemp edibles is permitted only in places that admit persons 21 years of age or older.
 - B. Storage of Product. Lower-potency hemp edibles shall be sold behind a counter and stored in a locked case.
9. Suspension. The procedures for imposing suspensions on lower-potency hemp

edible retailers for violations of this Chapter shall be as provided in Section 113.15 of this Chapter.

Section 113.18. TEMPORARY CANNABIS EVENTS

1. License or Permit Required. A license or permit issued by the City is required prior to holding a temporary cannabis event.
2. Fee. A temporary cannabis event fee, as established in the City's fee schedule, shall be charged to applicants for temporary cannabis events.
3. Registration and Application Procedure. The City shall require an application for temporary cannabis events.
 - A. An applicant for a retail registration shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:
 - (1) Full name of the property owner and applicant;
 - (2) Address, email address, and telephone number of the applicant; and
 - (3) The location of the temporary cannabis event.
 - B. The applicant shall include with the form:
 - (1) the application fee as required in Section 113.06 (B);
 - (2) a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.
 - C. The application shall be submitted to the City Clerk, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.
 - D. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
 - E. The application fee shall be non-refundable once processed.
4. Standards. The application for a license for a Temporary Cannabis Event shall meet the following standards:
 - A. Location. Temporary cannabis events shall only be held on private property.
 - B. Hours. Temporary cannabis events shall only be held between the hours of

12:00 p.m. and 10:00 p.m.

C. On-Site Consumption. On-site consumption of cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or any combination of those items, if approved by the city, must be limited to the designated area approved by the city and, if located in an outdoor area, must be surrounded by commercial grade fencing.

5. Basis for Denial. A request for a temporary cannabis event that does not meet the requirements of this Section shall be denied. The City shall notify the applicant of the standards not met and basis for denial.

Section 113.19. USE IN PUBLIC PLACES

1. No person shall use cannabis flower, cannabis products, or lower-potency hemp edibles products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

2. Any person who violates this section shall be guilty of a petty misdemeanor.

SECTION 2. That the Jenkins Fee Schedule in effect as of the date hereof and adopted by ordinance be amended to include the fees and amendments attached hereto and incorporated herein by reference as exhibit A.

SECTION 3. This ordinance shall take effect following its passage and publication.
Passed by the City Council of the City of Jenkins, Minnesota, this _____ day of _____, 2025.

Andrew J. Rudlang, Mayor

ATTEST:

Cassandra M. Delougherty, City Clerk-Treasurer

EXHIBIT A

FEES

<u>Commercial Cannabis Initial Registration fee.....</u>	<u>\$500.00</u>
<u>Cannabis Initial Registration (Microbusiness) fee</u>	<u>\$0.00</u>
<u>Commercial Cannabis Renewal Fee</u>	<u>\$1,000.00</u>
<u>Temporary Cannabis Event Fee</u>	<u>\$</u>

+ Initial retail registration fee shall not exceed \$500 or half of the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less.

+ Any renewal retail registration fee imposed by the City shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

Administrative Fines

Offense	Statute/Code	Penalty
Abandoned or Inoperable Vehicles Violation	Zoning Ordinance	\$100
Animal Husbandry Violation	Zoning Ordinance	\$100
Construction Materials	Zoning Ordinance	\$100
Dog Ordinance – No/Expired Vaccinations	City Code	\$50
Dog Ordinance Violations – all other sections	City Code	\$75
Exterior Storage	Zoning Code	\$100
Fence Standards Violation	Zoning Code	\$100
Garbage-Refuse-Debris Violation	Zoning Ordinance	\$100
Lawn/Noxious Weeds Violation	Zoning Ordinance	\$100
Property Maintenance Violation	Zoning Ordinance	\$100
Public Nuisance	Zoning Ordinance	\$50
Building Standards Violation	Zoning Ordinance	\$250
Sign Standards Violation	Zoning Ordinance	\$100
Visual/Negative Impact Violation	Zoning Ordinance	\$100
<u>Cannabis/Low potency hemp retail sales without valid registration</u>	<u>Zoning Code</u>	<u>\$2,000/ each violation</u>

ORDINANCE NO. O-25-45
AN ORDINANCE AMENDING TITLE XV, LAND USAGE, CHAPTER
150, LAND USE AND SUBDIVISIONS

THE CITY COUNCIL OF THE CITY OF JENKINS DOES ORDAIN THAT (deletions are in ~~strikethrough~~; additions are underlined in red; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as their number and title):

SECTION 1. Jenkins City Code, Title XV –Land Usage, Chapter 150 – Land Use and Subdivisions, Section 150.038 Land Use Matrix is hereby amended to insert alphabetically into the existing table the following uses, as follows:

Section 150.038 LAND USE MATRIX

(A) The land use matrix shown in the following table establishes the allowable, permitted, accessory, conditional, interim, and excluded uses within the city.

(B) All uses are considered prohibited unless specifically allowed in this code, even if they are not listed specifically under excluded uses.

(C) All accessory uses require a permit, unless otherwise indicated.

<i>Use</i>	<i>AG</i>	<i>RR</i>	<i>R-1</i>	<i>R-2</i>	<i>RS</i>	<i>P</i>	<i>C-1</i>	<i>C-2</i>	<i>I-1</i>
<u>Cannabis Retail</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>P</u>	<u>P</u>	<u>P/AC</u>
Cannabis Cultivation	CUP	E	E	E	E	E	CUP/AC	CUP/AC	CUP
Cannabis Manufacturer	E	E	E	E	E	E	CUP/AC	CUP/AC	P
Hemp Manufacturer	E	E	E	E	E	E	CUP/AC	CUP/AC	P
Wholesale	CUP	E	E	E	E	E	CUP/AC	CUP/AC	P
Cannabis Delivery	E	E	E	E	E	E	CUP	CUP	P
Events	P	E	E	E	E	E	P	P	P

Notes to table:

A - Allowed without a permit

P - Permit required

C - Conditional use

I - Interim

E - Excluded

AC - Accessory use

* Livestock allowed (A) on RR parcels greater than 10 acres.

** Livestock, small allowed (A) on R-1 parcels greater than 1 acre.

SECTION 2. This ordinance shall take effect following its passage and publication.
 Passed by the City Council of the City of Jenkins, Minnesota, this _____ day of _____,
 2025.

Andrew J. Rudlang, Mayor

ATTEST:

Cassandra M. Delougherty, City Clerk-Treasurer



AGENDA ITEM #

7a

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: Landowner Petition to Detach from the City of Jenkins and become part of Jenkins Township.

Report: The City is in receipt of a petition to detach from the City of Jenkins by a land owner on Juniper Drive. Said property is the City's only lakeshore property, with 19ft of shoreline. In conversation with the landowner, it was expressed that the city taxes are far higher than that of the township. The abutting properties to the north and south are part of Jenkins Township, with the lake to the east. Upon research of the subject parcel and surrounding parcels, staff confirmed that the tax obligation is substantially higher for the petitioning landowner than the surrounding township parcels. The petitioning landowner spoke with Crow Wing County Land Services, who confirmed that the tax obligations were accurate.

Staff reached out to Jenkins Township Clerk Jim Olsen, who confirmed that the petitioning landowner went to the Jenkins Township Board to discuss their petition, and the Board is in favor of the petition.

Detachment petitions are processed through the Municipal Boundary Adjustment Unit of the Court of Administrative Hearings and are brought before an Administrative Law Judge for final petition approval or denial.

The City of Jenkins has three general options regarding the landowner's petition. The City can be in favor, opposed, or neutral to the petition. There is a fourth option of tabling the petition for further research/discussion necessary for decision-making.

Requested Action: Determine if the City of Jenkins is in favor of, opposed to, or neutral to the Landowner's Petition for Detachment. If choosing to table the petition, please provide staff direction on the research or information necessary for decision-making.

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE ANNEXATION
OF CERTAIN LAND TO THE TOWNSHIP OF JENKINS, MINNESOTA
PURSUANT TO MINN. STAT. § 414.033, SUBD. 5

TO: Council of the City of Jenkins, Minnesota

AND

Office of Administrative Hearings
Municipal Boundary Adjustment Unit
PO Box 64620
St. Paul, MN 55164-0620

PETITIONER(S) STATE: The property owner or a majority of the property owners in number are required to commence a proceeding under Minn. Stat. § 414.033, subd. 5.

It is hereby requested by:

_____ the sole property owner; or

X all of the property owners; or

_____ a majority of the property owners

of the area proposed for annexation to annex certain property described herein lying in the City of Jenkins to the Township of Jenkins, County of Crow Wing, Minnesota.

The area proposed for annexation is described as follows:

***INSERT THE COMPLETE AND ACCURATE PROPERTY DESCRIPTION.
DO NOT USE DESCRIPTIONS FROM PROPERTY TAX STATEMENTS.***

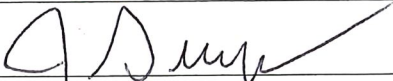
1. There are 0 property owners in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner - the number of parcels owned by a petitioner is not counted.)
2. 0 property owners have signed this petition. (If the land is owned by more than one person, all must sign the petition to represent all owners.)
3. Said property is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is:
_____ Unplatted _____ Platted 3.96 Total
5. The reason for the requested annexation is to increase property value, by lowering city property taxes.
6. The area proposed for annexation will be zoned Residential.

7. All of the area proposed for annexation is or is about to become urban or suburban in character.
8. The area proposed for annexation is not included in any area that has already been designated for orderly annexation pursuant to Minn. Stat. § 414.0325, nor in any other boundary adjustment proceeding pending before the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings.

PETITIONERS REQUEST: That pursuant to Minn. Stat. § 414.033, the property described herein be annexed to and included within the Township of Jenkins, Minnesota.

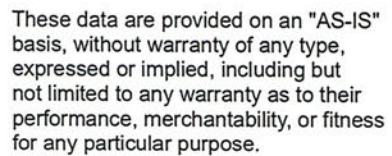
Dated: 08-25-25

Signatures: _____


Mary Gelhaye

NOTE: Pursuant to Minn. Stat. § 414.033 and Minnesota Rules 6000.0800, the petition to the Office of Administrative Hearings must be accompanied by a certification showing that a copy of the petition was filed within ten (10) days after service on the annexing city to the affected township(s), county, and any other abutting municipality(ies).

NOTE: Under Minn. Stat. § 414.033, subd. 5, if the petition is not signed by all of the property owners of the land proposed for annexation, the ordinance shall not be enacted until the municipal council has held a hearing on the proposed annexation after at least 30 days mailed notice to all property owners within the area to be annexed.



Date: 9/25/2025 Time: 12:34 PM

Parcel ID: 26350541
GELHAYE, JOSEPH & MARY

Parcel

Assessment Year:	2025
Pay Year:	2026
Property Address:	33185 JUNIPER DR
City:	PEQUOT LAKES
State:	MN
Zip:	56472
Multiple Addresses:	No
Owner Mailing:	
Mailing City:	
Legacy Parcel ID:	260354302GB0009
Market NBHD:	26_RSL - JENKINS CITY RES&SEAS LAKESHORE
Class:	209 - 1A/4B(1) RES 1-3 UNITS - PREV SSR
Lake:	18041200 – UPPER HAY
Deeded Acres:	3.89
Plat:	-
Lot:	
Block:	
Section-Twp-Range:	35 - 137 - 029
Tax District:	26300 - 26 - CITY OF JENKINS
Town/City:	011200 - CITY OF JENKINS
School District:	020186 - PEQUOT LAKES
Fire District:	
Rural Service:	
Watershed:	
Sewer District:	
Hospital:	
HRA:	080121 – CROW WING COUNTY HRA
Commissioner District:	2
TIF Project #:	-

Values

Tax Market Value:	567,900
Estimated Market Value:	567,900
Ref Market Value:	567,900
New Construction Value:	0

Parcel Status

In Forfeiture:	No
Escrow Company:	
ACH:	No
Delinquent	No
Homestead	N – Non-Homestead

Relative

Legal

Plat Name:

PT OF GL 2 LYING N & W OF A LINE RUN AS FOL:
 BEG AT AN I/M ON W BNDRY LINE OF SD LOT 2
 PLACED AT A POINT 978.1 FT N FROM S US 1/4
 COR OF SD SEC & RUN THEN E PARA TO S LINE OF
 SD SEC 35 A DIST OF 505.7 FT TO A 2ND IRON
 PIPE THEN N 35D 43'E 301 FT TO A 3RD IRON
 PIPE & CONT THIS LAST NAMED COURSE 50 FT MOL
 TO SHORE OF UPPER HAY LAKE EXC PT DESC: COMM
 AT SW COR OF SD GL 2 THEN N 1D 6'W ASSM BEAR
 ALG W LINE OF SD GL 2 A DIST OF 978.1 FT THEN
 N 88D 21'46"E PARA/W S LINE OF SD GL 2 A
 DIST OF 505.7 FT TO POB OF TRACT TO BE HEREIN
 DESC THEN S 88D 21'46"W 152.11 FT THEN N 34D
 4'46"E 423.02 FT MOL TO N LINE OF SD GL 2
 THEN N 88D 19'15"E ALG SD N LINE 1 FT MOL TO
 SHORELINE OF UPPER HAY LAKE THEN SE'LY ALG SD
 SHORE TO INTER WITH A LINE BEAR N 34D
 4'46"E FROM POB THEN S 34D 4'46"W 333 FT MOL
 TO POB. PT OF GL 2 DESC: COMM AT SW COR OF SD
 GL 2 THEN N 1D 6'W ASSM BEAR ALG W LINE OF SD
 GL 2 A DIST OF 978.1 FT THEN N 88D 21'46"E
 PARA/W S LINE OF SD GL 2 A DIST OF 505.7 FT
 THEN S 88D 21'46"W 134.87 FT TO POB OF TRACT
 TO BE HEREIN DESC THEN CONT S 88D 21'46"W
 17.24 FT THEN N 34D 4'46"E 423.02 FT MOL TO N
 LINE OF SD GL 2 THEN N 88D 19'15"E ALG SD N
 LINE 1 FT MOL TO SHORELINE OF UPPER HAY LAKE
 THEN SE'LY ALG SD SHORE TO INTER WITH A LINE
 BEAR N 34D 4'46"E FROM POB THEN S 34D 4'46"W
 410 FT MOL TO POB. SUBJ TO FLOWAGE & ESMNT
 RIGHTS.

Sales

Sale Date	Sale Price	Instr. Type	CRV #	Grantor/Seller	Grantee/Buyer
11/09/2018	375,000	WD	895744E	WILLIAMS, KRISTA M.	GELHAYE, JOSEPH & MARY
07/08/2014		OTH	1405137		WILLIAMS, WALTER F III & KRISTA M

09/18/2002		OTH	0208088	WILLIAMS, WALTER F III & KRISTA M
09/01/2002	33,900	WD		TULENCHIK, SCOTT R & NAOMI M
03/15/1999		OTH	991427	WILLIAMS, WALTER F & KRISTA M
03/01/1999	3,000	OTH		TULENCHIK, SCOTT R & NAOMI M
				TULENCHIK DORIS L
				TULENCHIK SCOTT R

Sale Details

1 of 6

Instrument Type:	WARRANTY DEED
Grantor/Seller:	WILLIAMS, KRISTA M.
Grantee/Buyer:	GELHAYE, JOSEPH & MARY
Instrument/Sale Date:	11/09/2018
Transfer Date:	12/03/2018
Recorded Date:	11/19/2018
Improved/Vacant:	I - Improved
State Validity Code:	G - Qualified Sale
Sale Property Use:	1 - RESIDENTIAL (LESS THAN 4 UNITS)
CRV #:	895744E
Old Document Number:	
Total Sale Price:	375,000
# of Pcls:	1
Adjusted Sale Price:	365,500
Filing Office:	-
COT #:	

Tai

RESOLUTION NO. 25-10-324

**A RESOLUTION OF THE CITY OF JENKINS
CONCERNING DETACHMENT OF CERTAIN LAND
PURSUANT TO MINNESOTA STATUTE § 414.06**

WHEREAS, The City of Jenkins received a petition from Joseph and Mary Gelhaye, for detachment of certain property on August 25th, 2025 for the following property, located at 33185 Juniper Drive, legally described as:

All that part of Government Lot Two (2), Section Thirty-five (35), Township One Hundred Thirty-seven (137), Range Twenty-nine (29), lying North and West of a line run as follows: Beginning at an iron monument on the West boundary line of said Lot 2, placed at a point 978.1 feet North from U.S. 1/4 corner of said section and running thence East parallel to the South line of said Section 35 a distance of 505.7 feet to a second iron pipe, thence North 35 degrees 43 minutes East 301 feet to a third iron pipe and continue this last named course 50 feet, more or less, to the shore of Upper Hay Lake.

Except

That part of Government Lot 2, Section 35, Township 137 North, Range 29 West, Crow Wing County, Minnesota described as follows: Commencing at the Southwest corner of said Government Lot 2; thence North 1 degree 06 minutes 00 seconds West assumed bearing along the West line of said Government Lot 2, a distance of 978.10 feet; thence North 88 degrees 21 minutes 46 seconds East parallel with the South line of said Government Lot 2, a distance of 505.70 feet to the point of beginning of the tract to be herein described; thence South 88 degrees 21 minutes 46 seconds West 152.11 feet; thence North 34 degrees 04 minutes 46 seconds East 423.02 feet, more or less, to North line of said Government Lot 2; thence North 88 degrees 19 minutes 15 seconds East along said North line 1 foot, more or less, to the shoreline of Upper Hay Lake; thence Southeasterly along said shoreline to the intersection with a line bearing North 34 degrees 04 minutes 46 seconds East from the point of beginning; thence South 34 degrees 04 minutes 46 seconds West 333 feet, more or less, to the point at beginning.

And

All that part of Government Lot 2, Section 35, Township 137 North, Range 29 West, described as follows: Commencing at the Southwest corner of said Government Lot 2; thence North 01 degrees 06 minutes 00 seconds West, assumed bearing, along the West line of said Government Lot 2 a distance of 978.10 feet; thence North 88 degrees 21 minutes 46 seconds East, parallel with the South line of said Government Lot 2 a distance of 505.70 feet; thence South 88 degrees 21 minutes 46 seconds West 134.87 feet to the point of beginning of the tract to be herein described; thence continuing South 88 degrees 21 minutes 46 seconds West 17.24 feet; thence North 34 degrees 04 minutes 46 seconds East 423.02 feet, more or less, to the North line of said Government Lot 2; thence North 88 degrees 19 minutes 15 seconds East along said North line 1 foot, more or less, to the shoreline of Upper Hay Lake; thence Southeasterly along said shoreline to the intersection with a line bearing North 34 degrees 04 minutes 46 seconds East from the point of beginning; thence South 34 degrees 04 minutes 46 seconds West 410 feet, more or less, to the point of beginning, Crow Wing County, Minnesota.

NOW THEREFORE, BE IT RESOLVED that the City of Jenkins **(SUPPORTS, IS OPPOSED TO, OR IS NEUTRAL TO)** the petition for detachment.

Adopted by the City Council of Jenkins, Minnesota this 14th day of October, 2025.

Andrew J. Rudlang, Mayor

Attested:

Cassandra M. Delougherty, City Clerk-Treasurer



AGENDA ITEM #

7b

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: Request For Proposal-Legal Services

Report: 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 read 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)

The City secured an interim attorney, Attorney David Assaf, specifically for Cannabis and threatened litigation by an applicant.
The City has received one proposal for legal services.

Requested Action: Please review the attached proposal and direct staff in next steps.



AGENDA ITEM #

7c

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: Proposed Special Assessment Policy Amendments

Report: By will of the Council, Councilmembers Siltman and Flategraff have been tasked with working with staff over the 18 months to propose an amended special assessment policy. Clerk Delougherty prepared an amended special assessment policy draft based on their recommendations.

Requested Action: Please review and discuss the attached proposed special assessment policy, and approve, deny, or table the proposed policy. If tabling, please provide direction for staff.

CITY OF JENKINS, MINNESOTA

SPECIAL ASSESSMENT POLICIES AND PROCEDURES FOR PUBLIC IMPROVEMENTS AND MAINTENANCE COSTS

This policy was prepared using the recommended base policy content as prepared by Ehlers & Associates, Inc. at the request of the League of Minnesota Cities, and has been modified and supplemented for the specific needs of the City of Jenkins.

Adopted by the Jenkins City Council: December 13, 2010.

Revised by the Jenkins City Council: April 26, 2022, June 13, 2022 & September 27, 2022.

Further Revised by the Jenkins City Council : October ____, 2025 Changes are in red.

- SECTION 1. General Policy Statement.
- SECTION 2. Improvements and Maintenance Costs Eligible for Special Assessment.
- SECTION 3. Initiation of Public Improvement Projects.
- SECTION 4. Public Improvement Procedures.
- SECTION 5. Financing of Public Improvements.
- SECTION 6. General Assessment Policies.
- SECTION 7. Methods of Assessment.
- SECTION 8. Standards for Public Improvement Projects.
- SECTION 9. Policies of Reassessment.
- SECTION 10. Assessment Computations.
- SECTION 11. Deferment of Assessments.

SECTION 1. GENERAL POLICY STATEMENT.

The purpose of this policy is to establish a fair and equitable manner of assessing the increase in market value (special benefit) associated with public improvements. The procedures used by the City for levying special assessments are those specified by Minnesota Statutes, Chapter 429 which provides that all or a part of the cost of improvements may be assessed against benefiting properties.

Three basic criteria must be satisfied before a particular parcel can be assessed. The criteria are as follows:

1. The land must have received special benefit from the improvement.
2. The amount of the assessment must not exceed the special benefit.
3. The assessment must be uniform in relation to the same class of property within the assessment area.

It is important to recognize that the actual cost of extending an improvement past a particular parcel is not the controlling factor in determining the amount to be assessed. However, in most cases the method for assigning the value of the benefit received by the improvement, and therefore the amount to be assessed, shall be the cost of providing the improvement. This shall be true

provided the cost does not demonstrably exceed the increase in the market value of the property being assessed. The entire project shall be considered as a whole for the purpose of calculating and computing an assessment rate. In the event city staff has doubt as to whether or not the costs of the project may exceed the special benefits to the property, the City Council may obtain such appraisals as may be necessary to support the proposed assessment.

The assessment policy is intended to serve as a guide for a systematic assessment process in the City. There may be exceptions to the policy or unique circumstances or situations which may require special consideration and discretion by city staff and the City Council.

SECTION 2. IMPROVEMENTS AND MAINTENANCE COSTS ELIGIBLE FOR SPECIAL ASSESSMENT.

Subd. 1. The following public improvements and related acquisition, construction, extension, and maintenance of such improvements, authorized by Minnesota Statutes, Sections 429.021 and 459.14, subd. 7, are eligible for special assessment within the City:

1. Streets, sidewalks, pavement, curbs and gutters, including the beautification thereof.
2. Parking lots.
3. Water works systems and appurtenances, within and without the corporate limits.
4. Sanitary sewer and storm sewer systems including appurtenances, within and without the corporate limits.
5. Street boulevard trees.
6. Street lights, street lighting systems and special lighting systems.
7. Steam heating mains.
8. Parks, playgrounds, and recreational facilities, including the purchase of equipment, within or without the corporate limits.
9. Abatement of nuisances; including but not limited to, draining and filling swamps, marshes, and ponds on public and private property.
10. Dikes, impoundments, and other flood control works.
11. Retaining walls, area walls, and embankments.
12. A pedestrian skyway system upon a petition pursuant to section 429.031, subdivision 3.
13. Underground pedestrian concourses.
14. Public malls, plazas or courtyards.
15. District heating systems.
16. Fire protection systems in existing buildings upon a petition pursuant to section 429.031, subdivision 3.
17. Highway sound barriers.
18. Gas and electric distribution facilities.
19. Bridges.
20. Traffic controls and traffic control devices and systems.

Subd. 2. The City is also authorized by ordinance adopted pursuant to Minnesota Statutes Section 429.021 to recover, through special assessment, the following maintenance costs:

1. Snow, ice, or rubbish removal from sidewalks.
2. Weed elimination from streets or private property.

3. Removal or elimination of public health or safety hazards from private property excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26.
4. Installation or repair of water service lines, street sprinkling, sweeping, or other dust treatment of streets.
5. The trimming and care of trees and the removal of unsound trees from any street.
6. The treatment and removal of insect infested or diseased trees on private property.
7. The repair of sidewalks and alleys.
8. The operation of a street lighting system.
9. The operation and maintenance of a fire protection or a pedestrian skyway system.

SECTION 3. INITIATION OF PUBLIC IMPROVEMENT PROJECTS.

Public improvement projects can be initiated in the following ways.

1. Public improvement projects may be initiated by petition of owners of at least 35% in frontage of the property abutting the proposed improvement.
2. Public improvements also may be initiated by the City Council when, in its judgment, such action is required.
3. A resolution ordering any improvements initiated by the Council or by owners of less than 35% of abutting property owners requires a four-fifths majority vote of all members of the Council. A resolution ordering any improvements initiated by owners of not less than 35% of abutting property owners requires a majority vote of all members of the Council. A resolution ordering any improvements initiated by all owners of abutting property, and assessing the entire cost against their property, may be adopted without a public hearing. The Council may consider the request of a Developer to construct the improvements and assess them.

SECTION 4. PUBLIC IMPROVEMENT PROCEDURE.

The following is the general procedure followed by the City Council for all public improvement projects from initiation of such a project through certification of the assessment roll to the County Auditor. Formats for the various reports and resolutions referenced in this section are made a part of the policies and procedures of the City.

1. Staff reviews petition or Developer's request for submission to Council.
2. Council accepts or rejects petition or request. If based upon a petition, the Council adopts a resolution declaring whether the required percentage of property owners has signed. If the petition or request is accepted, Council orders preparation of a feasibility report.
3. Staff or designated City Engineer prepares feasibility report. The report shall evaluate whether the proposed improvement is necessary, cost-effective, and feasible and whether it should be made as proposed or in conjunction with another project. The report shall include an estimate of the cost of the improvement as proposed. Council may refer the report to the Planning and Zoning Commission.
4. Council accepts or rejects feasibility report. If accepted, Council orders a public hearing on the improvements.

5. Staff posts and publishes hearing notice and mails notices to affected property owners as provided in Minn. Stat. § 429.031(a).
6. Council conducts public hearing.
7. Within six (6) months of the hearing date, Council adopts or rejects resolution ordering improvement to be constructed and authorizes advertisement of bids. If adopted, staff or designated City Engineer prepares final plans, advertises for and opens bids as provided in Minn. Stat. § 429.041, prepares bid tabulation, makes recommendation to City Council for award, and prepares proposed assessment roll. Bonds to finance project costs may be issued at any time before or after the improvements are ordered; however, if bonds are issued before the improvements are ordered, the City assumes the risk and cost of returning the bonds if the project is not ordered.
8. Council reviews proposed assessment roll and orders assessment hearing.
9. Staff publishes hearing notice, mails notice of hearing date and proposed assessments to the affected property owners as provided in Minn. Stat. § 429.061.
10. Council conducts assessment hearing and adopts, revises, or rejects resolution determining the amount of the total expense the City will pay, if any, and establishing the assessment roll. If adopted, Council authorizes certification of the assessment to the County Auditor.
11. Council awards contract based on the bids received.
12. Staff certifies the assessment roll to the County Auditor.
13. City Staff, or staff employed by the designated City Engineering firm, observes construction for conformance with the approved plans and specifications, and reviews payment requests.

In the above order of occurrence, the City portion of the final project cost may be more or less than originally estimated depending on unexpected construction conditions or other factors resulting in unanticipated project costs.

Steps 11 and 13 may be completed prior to preparation of the assessment roll in Step 8. This allows the City to use actual costs of construction to calculate the final assessments.

SECTION 5. FINANCING OF PUBLIC IMPROVEMENTS.

The City encourages public improvement projects as the area (s) benefiting and needing such improvements develop. Examples of this policy can be seen through the subdivision regulations, zoning ordinance, and building codes. Developers are required to provide the needed improvements and services before development occurs, thereby avoiding unexpected hardships on the property owners purchasing such property and the general public. However, it is recognized that certain areas of the City have developed without all needed public improvements (e.g. parks, water, sewer, and street improvements) and that methods must be found to provide these improvements without causing undue hardships on the general public or the individual property owner.

Special assessments are generally accepted as a means by which areas can obtain improvements or services; however, the method of financing these is a critical factor to both the City and the property owner. Full project costs spread over a very short term can cause an undue hardship on the property owner and, likewise, city costs and systems costs spread over a long period of time can produce an undue hardship on the general public of the City.

It is the policy of the City to not defer assessments except in cases where hardship to senior citizens 65 years of age or older or persons retired by virtue of a permanent and total disability would result, or in the case of hardship due to military service as defined in Section 11 of this document.

SECTION 6. GENERAL ASSESSMENT POLICIES APPLICABLE TO ALL TYPES OF IMPROVEMENTS.

The cost of any improvement shall be assessed upon property based upon the benefits received. The following general principles shall be used as a basis of the City's assessment policy:

1. **Project Cost.** The "project cost" of an improvement includes the costs of all necessary construction work required to accomplish the improvement, plus engineering, legal, administrative, financing and other contingent costs, including but not limited to acquisition of right-of-way and other property, cost of feasibility or other study, quality control/quality assurance testing, and administration costs associated with contracts and project coordination. The finance charges include all costs of financing the project. These costs include but are not limited to financial consultant's fees, bond rating agency fee, bond attorney's fees, and capitalized interest. The interest charged to the project shall be included as financing charges.
2. **City Cost.** The "city cost" of an improvement is the amount of the total improvement expense the City will pay as determined by Council resolution. Where the project cost of an improvement is not entirely attributed to the need for service to the area served by said improvement, or where unusual conditions beyond the control of the owners of the property in the area served by the improvement would result in an inequitable distribution of special assessments, or for any other reason determined by the City, the City, through the use of other funds, may pay such "city cost."
3. **Assessable Cost.** The "assessable cost" of an improvement is equal to the "project cost" minus the "city cost."
4. **Interest.** The City will charge interest on special assessments at a rate specified in the resolution approving the assessment roll. If bonds were sold to finance the improvement project, the interest rate shall be two percent (2%) more than the average interest rate of the bonds, rounded to the nearest quarter of a percent. If no bonds were sold, the interest rate shall be two percent (2%) more than the interest rate of funds borrowed by the City, rounded to the nearest quarter of a percent.
5. **Prepayment.** Property owners may pay their assessments in full, interest free, for a period of 30 days after adoption of the assessments. After such period, interest shall be computed from the date specified in the assessment resolution. The City will transmit a certified duplicate of the assessment roll with each installment, including interest, to the County Auditor, or in lieu of such certification, annually certify to the County Auditor by November 30 in each year, the total amount of installments of and interest on assessments on each parcel which are to become due in the following year. Prior to certification of principal and interest or the first installment thereof, to the County Auditor, a property owner may make a partial prepayment of the principal to the City. Such partial prepayment must be at least \$100.00. If the partial prepayment is made after the 30-day "interest free" period allowed by state law, interest will be charged on the amount of the partial prepayment from the date specified in the resolution and paid along with the partial prepayment. After the City has made the first certification of

principal and interest to the County Auditor, prepayment will be accepted only for the total amount still owing including interest and must be made prior to November 15 of any year. If a parcel has two or more separate special assessments, prepayment of the remaining principal balance may be made on one or more assessment totals. Tax-exempt parcels such as churches and school properties may make only one partial prepayment to the first certification to the County Auditor. The principal remaining, after the partial prepayment, will be paid in equal installments over the remaining term of the special assessments.

6. **Extensions.** Where an improvement is designed for service of an area beyond that receiving the initial benefit, the City may pay for increased project costs due to such provisions for future service extensions. The City may levy assessments to cover this cost when a new improvement is installed as an extension of the existing improvement upon identification of such additional amount in the notice of hearing for the extensions or new improvements. As an alternative, the City may assess these costs to the area of future benefit immediately.
7. **Frontage Roads.** Because frontage roads along highways or other arterial streets are deemed to be of benefit to commercial or industrial properties, the entire costs of any improvement on such frontage roads shall be assessable to the benefited properties, even if only those properties on one side of such frontage roads are benefited.
8. **Project Assistance.** If the City receives financial assistance from the Federal Government, the State of Minnesota, the County, or from any other source to defray a portion of the costs of a given improvement, such aid will be used first to reduce the "city cost" of the improvement. If the financial assistance received is greater than the "city cost," the remainder of the aid will be placed in the Capital Improvement Fund to be applied towards other City projects.
9. **Assessable Property.** Property owned by the City and other political subdivisions including municipal building sites, parks and playgrounds, but not including public streets, alleys, and right-of-way, shall be regarded as being assessable on the same basis as if such property was privately owned. Private right-of-way shall be assessable.
10. **Individual Benefits.** If the City constructs improvements specifically designed for or shown to be of benefit solely to one or more properties, the costs for these improvements will be assessed directly to such properties, and not included in the assessments for the remainder of the project. An example of this would be utility service lines running from the main lines to the property.
11. **Benefit Appraisals.** In the event that city staff has doubt as to whether or not the proposed assessments exceed the special benefits to the property in question, the City Council may order benefit appraisals as deemed necessary to support the proposed assessments. As a general rule, benefit appraisals may be ordered when the proposed assessment exceeds \$5,000 for a standard city reconstruction on a residential lot or \$20,000 per acre for commercial or industrial property.
12. **Condemnation Awards.** A property owner may elect to offset special assessments against condemnation awards. In such case, the property owner must execute an agreement (Net Assessment Agreement) with the City Council.
13. **Waiver of Irregularity and Appeal.** The City may encounter circumstances that are unique to a benefited property that do not allow consistent and/or systematic application of policy. In these cases, alternative methods or special considerations given or received between the City and property owner may be executed in a written agreement. Assuming such an agreement can be consummated, and as part of the agreement, the land owner agrees to waive his/her right of appeal of the proposed assessment(s).

SECTION 7. METHODS OF ASSESSMENT.

Subd. 1. General Statement. There are different methods of assessment: equivalent lot, adjusted front foot, and area. The feasibility report will recommend one or a combination of these methods for each project, based upon which method would best reflect the benefit received for the area to be assessed. The City Council will select the preferred method of calculating the assessments at the time the project is ordered.

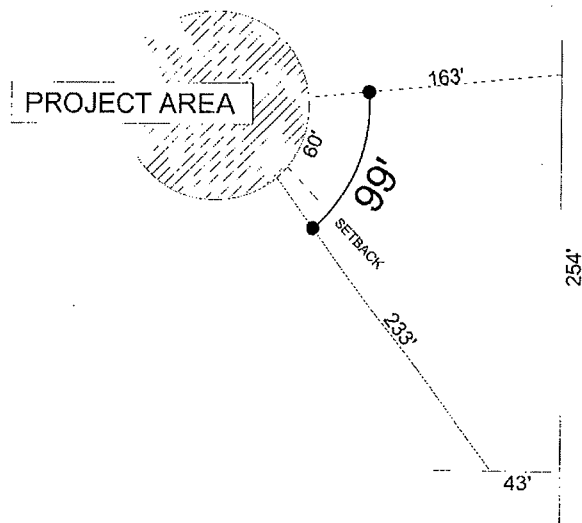
Subd. 2. Policy Statement. The following methods of assessment, as described and defined below, are hereby established as methods of assessment in the City.

A. "Adjusted Front Footage" Method of Assessment.

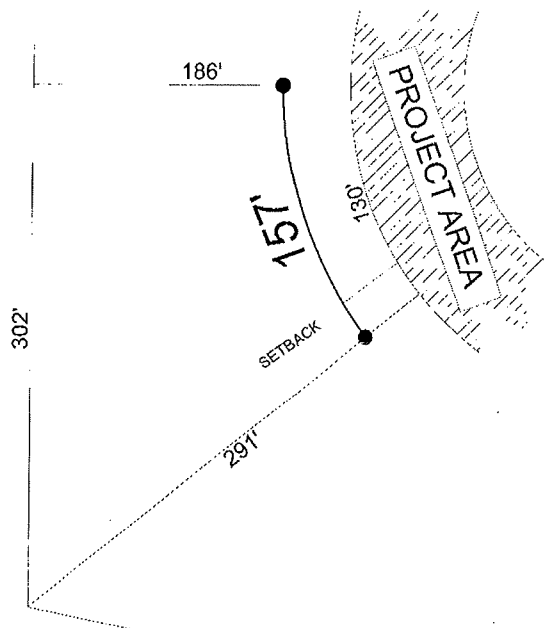
The "cost per adjusted front foot" method of assessment shall be based on the quotient of the "assessable cost" divided by the total assessable frontage benefiting from the improvement. For the purpose of determining the "assessable frontage," all properties, including governmental agencies, shall have their frontages included in such calculation.

The actual physical dimensions of a parcel abutting an improvement (i.e., street, sewer, water, etc.) shall not be construed as the frontage utilized to calculate the assessment for a particular parcel. Rather, an "adjusted front footage" will be determined. The purpose of this method is to equalize assessment calculations for lots of similar size. Individual parcels by their very nature differ considerably in shape and area. The following procedures will apply when calculating adjusted front footage. The selection of the appropriate procedure will be determined by the specified configuration of the parcel. All measurements will be scaled from available plat and section maps and will be rounded down to the nearest foot dimension with any excess fraction deleted. In specific cases as noted in the illustrations, the measurement of the adjusted front footage will be taken from the building setback to more equitably distribute the cost/benefit.

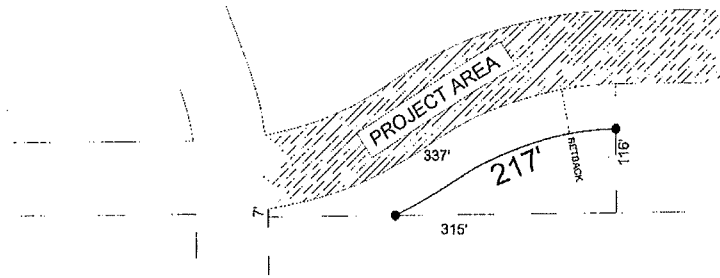
1. *Rectangular Interior Lots.* The rectangular lot is defined as having no more than 50.0 feet difference between the front and rear lot lines. The adjusted front footage is the actual front footage of the lot. For rectangular lots whose frontage is greater than its depth, the "odd shaped lot" method shall be used.



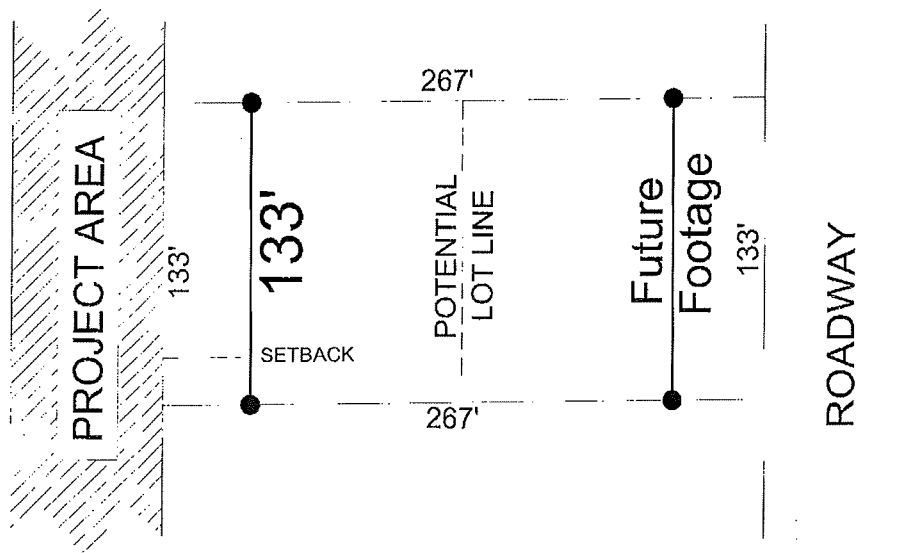
Curved Lots



Irregularly Shaped Lots



3. *Corner Lot Adjustment.* For street and trail assessments, the short side will be assessed the actual front footage. The long side will be assessed one-half the actual side footage or seventy-five (75) feet, whichever is greater. Sanitary sewer and watermain will only be assessed on the short side of a corner lot.
4. *Double-Frontage Lots.* . If a parcel, other than a corner lot, comprises frontage on two (2) streets and is eligible for subdivision, then an adjusted front footage assessment will be charged along each street. For double frontage lots lacking the necessary depth for subdivision, a single adjusted front footage only will be computed.



B. "Area" Method of Assessment.

The "area" method of assessment shall be based on the number of square feet or acres within the boundaries of the appropriate property lines of the areas benefiting from the project. The

assessment rate (i.e., cost per square foot) shall be calculated by dividing the total assessable cost by the total benefited area. On large lots, the City Engineer may determine that only a portion of the lots receives the benefit and may select a lot depth for the calculations equal to the benefit received.

All properties included in the benefited area, including other governmental areas, churches, etc., shall be assessable. The following items will not be included in area calculations: public right-of-ways, and natural waterways, swamps and lakes and other wetlands designated by the Minnesota Department of Natural Resources or the City. The City Engineer will make a recommendation on the boundaries or parameters of the benefited area in the feasibility report.

C. “Equivalent Lot” Method of Assessment.

An “equivalent lot” shall be defined as a benefiting lot or parcel that cannot be further subdivided into additional building sites in accordance with the current municipal subdivision and zoning regulations. A large parcel that could be subdivided would be assigned a number of equivalent lot assessments based on the number of legal lots that could be created from that parcel. The “equivalent lot” method of assessment shall be based on equal assessment of all lots within the benefited area. The “assessment per equivalent lot” shall be the quotient of the “assessable cost” divided by the total number of equivalent lots benefiting from the improvement. This may include parcels of land owned or administrated by governmental agencies. A benefiting corner lot would receive 1.5 equivalent lot assessments for the added benefit received. The short side of the corner lot would equate to 0.5 equivalent lots, and the long side equates to 1.0 equivalent lots.

In cases of non-abutting, but benefiting, property, the City may assign a partial equivalent lot assessment as determined to be the value of the benefit received by the non-abutting lot(s).

SECTION 8. STANDARDS FOR PUBLIC IMPROVEMENT PROJECTS.

The following standards are hereby established by the City to provide a uniform guide for improvements within the City.

A. Surface Improvements

Surface improvements shall normally include all improvements visible on or above the ground within the right-of-way, and includes, but is not limited to trees, lighting, sidewalks, signing; street and accessory improvements such as drainage ponds and facilities, parking lots, parks and playgrounds.

Policy Statement. Prior to construction or completion of surface improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

When practicable, no surface improvements to less than both sides of a full block of street shall be approved except as necessary to complete partially completed improvements initiated previously. Concrete curbing or curb and gutter shall be installed at the same time as street surfacing.

B. Sub-Surface Improvements

Subsurface improvements shall normally include such items as water distribution, sanitary sewer and storm sewer lines and electric and gas utilities.

Main lines are the publicly owned and maintained lines or facilities such as trunk lines, interceptors, mains, and laterals. Service lines are those privately owned lines or facilities extending from the main line to the property line.

Policy Statement. Sub-surface improvements shall be made to serve current and projected land use. All installations shall conform to applicable standards established by local, state and/or federal agencies of competent jurisdiction.

Service lines from the lateral or trunk to the property line of all planned service locations such as residences or buildings shall be installed in conjunction with the construction of the mains.

SECTION 9. POLICIES OF REASSESSMENT.

The City shall design public improvements to last for a definite period. The life expectancy or service life shall be as stated in the policy statement of this section, or if different, shall be as stated in the resolution ordering improvement and preparation of plans.

A. Policy Statement

The following are the “life expectancies” or “service lives” of public improvements except as may be otherwise stated in the resolution ordering improvement and preparation of plans.

1. Concrete Sidewalks - 20 years.
2. Bituminous Trails – 20 years.
3. Street and alley improvements, including surfacing and curb and gutter - 20 years.
4. Ornamental street lighting - 20 years.
5. Water Mains - 20 years.
6. Sanitary Sewers - 30 years.
7. Storm Sewers - 30 years.
8. Bridges – 40 years (timber); 70 years (concrete).

The City may re-assess benefited properties for reconstruction or replacement of existing infrastructure using a pro-rated value based on the anticipated service life of the infrastructure.

SECTION 10. ASSESSMENT COMPUTATIONS.

The following is the typical city assessment for various specified improvements.

A. Street and Curb and Gutter Improvements

1. ***New Constructions.*** New streets are assessed 100% to the abutting benefited properties, and may be partially assessed to non-abutting benefited properties. Street and curb and gutter improvements will normally be assessed by the adjusted front foot method, however other methods may be utilized if conditions warrant. Cost of construction of streets shall be assessed based on the minimum City road standards and design of 7-ton axle load in residential areas and 9-ton axle load in commercial and industrial areas. Oversizing costs which are incurred in excess of the above may be paid by: (1) State funds, (2) larger assessment rates to other benefited properties, (3) general obligation funds, or (4) any other method or combination of methods authorized by the City Council.

At the time of the most recent revision of this policy, roads not currently listed in the City’s streets inventory include the following roads:

Foxglove, Bilyard Blvd, Summer Creek Trl, Brunes Ranch Rd, Charles Ave, Earle Jenkins Dr, and Hay Creek Trl, as well as any other roads not listed in the City’s street inventory at the time of this amendment.

2. ***Reconstruction and Overlays.*** Street reconstructions and overlays may be 0% assessed to the abutting benefited properties subject to the pro-rated service life or other factors affecting the value of the benefit that may be assessed. New curb and gutter are 100% assessed.

3. **Gravel Streets.** Upgrading of an existing gravel street by adding pavement and/or curb and gutter is considered new construction and all costs are assessed **based on the following classifications;**
Dead End Roads shall include Drake Crl, Ellis Rd, Norway Dr, and the northern-most section of Ultra Flyte Rd (north of Half Mile Rd) and shall be assessed at 80% to the abutting benefited properties
Main Connecting Roads shall include Half Mile Rd, Myers Road, southern-most section of Ultra Flyte Rd (south of Half Mile Rd.) shall be assessed at 0% to the abutting benefited properties(*Approved by City Council ____)
4. **Seal Coats.** Sealcoats will not be assessed.
5. **Alleys.** Upgrading existing gravel alleys by adding pavement is assessed 100% to all lots abutting on the alley in the block being improved. Reconstructing existing paved alleys may be 50% assessed to the benefited properties subject to the pro-rated service life or other factors affecting the value of the benefit that may be assessed.

B. Concrete Sidewalks and Bituminous Trails

1. **Concrete Sidewalks.** New sidewalks are assessed 100% to the abutting property on which the sidewalk is located. Replacement sidewalks may be assessed 50% to the abutting property owner subject to the pro-rated service life or other factors affecting the value of the benefit that may be assessed.
2. **Bituminous Trails.** New bituminous walkways and/or bicycle trails will not be assessed. In new subdivisions, the City will require the developer to finance bituminous trail improvements rather than the City assuming the cost. Bituminous trail reconstruction or replacement will not be assessed.

C. Storm Sewer Improvements

Storm sewers are assessed on a project-by-project basis. Storm sewers in new subdivisions are considered an assessable improvement on an area basis.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area storm sewer charges are levied to all unplatted property at the time of platting, to re-plats that have not been charged trunk area charges when the land was originally platted, and to re-plats that have been charged trunk area charges when the land was originally platted but where the use is increasing (only the cost difference based on current and prior use is charged). The charges will be set in the annual fee schedule during the first City Council meeting in January of each year.

Normally, storm sewers are assessed on an area wide basis (square foot or acres), but in certain situations the equivalent lot method or adjusted front method may be utilized at the City Council's discretion.

The replacement of existing storm sewers may be assessed 30% subject to the pro-rated service life or other factors affecting the value of the benefit that may be assessed.

D. Sanitary Sewer Assessments

Assessments for sanitary sewer in residential areas are based upon the cost of construction of 8 inch diameter mains, which is the smallest size installed in residential areas of the City.

Assessments for sanitary sewers in commercial and industrial areas are based upon a standard size of 12-inch diameter mains.

Oversizing costs due to larger mains and larger appurtenances will be paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area sanitary sewer charges shall be charged to all un-platted property at the time of platting and to re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule during the first City Council meeting in January of each year. Services installed to individual properties are fully assessed to the benefiting property.

Lateral benefit from major trunk sewers or interceptors is assessed to the properties benefited by the sewer. Any oversizing cost is assessed as described above.

The replacement of existing sewers may be assessed 30% subject to the pro-rated service life or other factors affecting the value of the benefit that may be assessed.

Individual service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing sanitary services, but do not have mainline sewers adjacent, across or up to their property lines pay 50% of the assessment rate for the new mainline sanitary sewer as well as 100% of the cost associated with replacing the service lines.

Any existing service lines found to be defective as part of a street reconstruction will be replaced to the property line as part of the project and assessed directly to the property. The property owner is responsible for replacement of the remainder of the service line from the property line to the structure being served.

E. Watermain Assessments

Assessments for watermain in residential areas are based upon the cost of construction of 6-inch diameter mains, which is the smallest size installed in residential areas of the City. Assessments for watermain in commercial and industrial areas are based upon the standard size of 10-inch diameter mains.

Oversizing costs due to larger mains and larger appurtenance are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area water charges shall be charged to all un-platted property at the time of platting and to re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule during the first City Council meeting in January of each year. Services installed to individual properties shall be fully assessed to the benefiting property.

Normally, watermain are assessed on a per lot basis, but in certain situations the area or adjusted front method may be utilized at the City Council's discretion.

The replacement of existing watermain may be assessed 30% subject to the pro-rated service life or other factors affecting the value of the benefit that may be assessed.

Lateral benefit from major trunk water mains is assessed to properties benefited by the water main. Lateral water main assessments will be based on the costs for an equivalent 8" diameter water main for residential properties and for an equivalent 12" diameter water main for residential properties and for an equivalent 12" diameter water main for commercial/industrial properties.

Individual service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing water services, but do not have mainline watermain adjacent, across or up to their property lines pay 50% of the assessment rate for the new watermain as well as 100% of the cost associated with replacing the service lines.

Any existing service lines found to be defective as part of a street reconstruction will be replaced to the property line as part of the project and assessed directly to the property. The property owner is responsible for replacement of the remainder of the service line from the property line to the structure being served.

F. Street Boulevard Trees

All street boulevard trees installed as part of new street constructions or in reconstructing existing streets shall be included as part of the overall project costs included in the assessment calculations.

G. Street Lights

All costs for new streetlights installed as part of constructing new streets or streetlights relocated as part of reconstructing streets are included in the overall project costs and included in the assessment calculations. In new subdivisions, the City will require the developer to finance street light improvement rather than the City assuming the cost.

H. Other Improvements

Based on the City Council determination, any other improvements may be fully assessed or assessed in part.

SECTION 11. DEFERMENT OF SPECIAL ASSESSMENTS.

Subd. 1. The Council may defer the payment of any special assessment on homestead property owned by the following people:

- A. A person who is 65 years of age or older, or who is retired by virtue of permanent and total disability.
- B. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Minnesota Statutes, Chapter 190.05, subdivision 5b or 5c, as stated in the person's military orders, for which it would be a hardship to make the payments.

The City Clerk is hereby authorized to record the deferment of special assessments where the following conditions are met:

1. The applicant must apply for the deferment not later than 90 days after the assessment is adopted by the City Council.
2. The applicant must be the owner of the property.
3. The applicant must occupy the property as his/her principal place of residence.
4. The average annual payment for assessments levied against the subject property exceed one percent of the adjusted gross income of the applicant as evidenced by the applicant's most recent federal income tax return. The average annual payment of an assessment shall be the total cost of the assessment divided by the number of years over which it is spread.

Subd. 2. The deferment shall be granted for as long a period of time as the hardship exists and the conditions aforementioned have been met. However, it shall be the duty of the applicant to notify the City Clerk of any change in his/her status that would affect eligibility for deferment.

Subd. 3. The entire amount of deferred special assessments shall be due within sixty days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Clerk shall add thereto interest at a per annum interest rate of two percent (2%) above the bond or loan interest rate and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the Council, that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

Subd. 4. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following:

1. The death of the owner when there is no spouse who is eligible for deferment.
2. The sale, transfer or subdivision of all or any part of the property.
3. Loss of homestead status on the property.
4. Determination by the Council for any reason that immediate or partial payment would impose no hardship.

State Law References(s): Minn. Stat. § 435.193, Senior Citizens or retired & disabled persons hardship special assessment deferral, and military service hardship special assessment deferral.

NOTES/REVISIONS

Per the October 12, 2015 meeting the City Council approved to limit the Special Assessment cost split to 80/20 (abutting property/City) for upgrading gravel streets to pre-bituminous in developments that have existing structures. The developments at the time of approval are:

- Deeg's Executive Addition – Project completed to bituminous Fall 2023.
- McCoy Acres – Project completed to pre-bituminous Fall 2023

- Oak Shadows
- Pleasant Acres – Project completed to pre-bituminous in 2016.

After further discussion, Hoffman made motion to set the cost share percentage on special assessment projects at 50 percent to benefitting property and 50 percent to the City going forward from this date. Rudlang seconded the motion. All present voted aye. (Per 4/26/2022 CC meeting.)

It was Council consensus that the 50/50 cost split would apply to roads that had been accepted by the City Council and were in the City's street inventory. (Approved by Council 6/13/2022.)

Per the September 27, 2022 meeting the Council adopted a Resolution for McCoy Acres to be assessed at a 50/50 (abutting property/City) cost split as per the 4/26/2022 policy change. This project was already in the process so would've fallen under the 80/20. Resolution was for clarification.



AGENDA ITEM #

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: Clerk's Report

Report:

Sourcewell Shared Services Agreement for Community Development Services: Clerk Delougherty was contacted by Justin Burslie, Associate Director of Community Development at Sourcewell regarding an updated Shared Services Agreement that hasn't yet been signed by the City of Jenkins. Sourcewell has assisted the City of Jenkins for a number of years with Planning & Zoning related matters, as well as training and education for municipal employees, elected, and appointed officials. Sourcewell has played a key role in the Planning & Zoning process for the City and the assistance that their team has provided Delougherty has been highly valuable.

Policy on Conflict of Interest, Staff Interaction & Duty to Transparency for Council Member and Commissioners: Delougherty presented the adopted policy to the Planning Commission and two Commissioners have signed the agreement.

Requested Action: Please review and approve the Sourcewell Shared Services Agreement for Community Development Services and sign the adopted Policy on Conflict of Interest, Staff Interaction & Duty to Transparency for Council Member and Commissioners.

September 26, 2025

Attn: Cassandra Delougherty, City Clerk-Treasurer
City of Jenkins
33861 Cottage Ave.
Jenkins, MN 56474

Sent via email

Re: Shared Services Agreement Update

Greetings Ms. Delougherty,

I am writing to let you know that Sourcewell has revised the Community Development Shared Services Agreement that supports our partnership with your city.

The revisions modify "Responsibilities of the Parties," clarifying "staffing," "scope of work," and "community responsibilities." The revisions also include additional/modified language regarding the "Term and Termination" and "General Terms and Conditions" of the agreement. Lastly, it includes an annual hourly rate increase of \$5 per hour, beginning in 2026.

I have enclosed a summary of the changes as well as a copy of the revised agreement for initial review and inclusion in an upcoming City Council packet. Following review by the city, we will plan to send the new agreement via DocuSign (email) for Mayor and City Administrator signatures.

Like before, the Sourcewell Community Development team will continue to not bill for ancillary costs, including postage, mileage, and time spent traveling to and from your city.

If you have any questions or would like to discuss these revisions in detail, please contact me anytime at (218) 895-4151. I look forward to talking with you; I am available for a phone conversation, an in-person meeting at City Hall, and/or a discussion at an upcoming City Council meeting.

Thank you for the opportunity to serve your city. It is an honor to work with you.

Sincerely,

Justin Burslie

Justin Burslie
Associate Director of Community Development

Enclosure

Summary of Changes:

1. ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

- 2.2. Staffing- added language related to what happens if Sourcewell experiences a significant loss of staff which impacts its ability to perform under the Agreement.
- 2.2.1 Scope of Work- added a sentence to clarify that CDA will perform only those functions of the Zoning Administrator as defined in the Agreement.
 - 2.2.1(a)(iv) replaced the word "inspections" with the word "visits."
 - 2.2.1(b)(i) changed language to remove word discretion and added language of "as determined by the CDA and in consultation with the Community."
 - 2.2.1(b)(ii) added that CDA will attend meetings at their own discretion, made some phrasing changes to the last sentence about what the CDA will not assist with and specifically removed the "screening for health conditions" language.
 - 2.2.1(b)(iv) added this paragraph related to CDA not being responsible to run the meetings, only to work in an advisory capacity.
 - 2.2.1(c) updated all language to reflect current practice on CDAs involvement with enforcement matters.
- 2.3 Community Responsibility- this whole paragraph was added to the Agreement to address various expectations/ responsibilities the community has including two required meetings with Sourcewell staff and language to address an overall safe work environment for CDAs.
 - 2.3.9(a) removed the phrase "with or without notice" and replaced with "upon."

2. ARTICLE 3: TERM AND TERMINATION

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

3. ARTICLE 5: GENERAL TERMS AND CONDITIONS

- 5.6 Limitations of Liability- removed the word "responsibility" from the first line and replaced it with the word "liability."
- 5.7 Indemnification- added mutual indemnification clause.
- 5.8 Insurance- adjusted the language to reflect Sourcewell's current and relevant insurance policies and coverage amounts.

4. APPENDIX A: Fee Schedule

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

SHARED SERVICES AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

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

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

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

a. General Zoning Administrative Duties.

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

b. Public Meetings.

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

c. Enforcement.

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

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

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

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

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

ARTICLE 3: TERM AND TERMINATION

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

ARTICLE 4: DATA AND MATERIALS

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

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

ARTICLE 5: GENERAL TERMS AND CONDITIONS

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

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

out of Sourcewell's negligence or failure to perform its obligations under this Agreement.

To the fullest extent permitted by law, Community agrees to defend, indemnify and hold Sourcewell harmless from and against all claims, actions, damages, losses and expenses including reasonable attorney fees, arising out of Community's negligence or failure to perform its obligations under this Agreement.

- 5.8 Insurance. Sourcewell maintains Public Officials Liability Insurance related to Sourcewell's services under this Agreement with a limit of three million dollars (\$3,000,000.00) per occurrence. Sourcewell maintains Commercial General Liability Insurance in a minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate.
- 5.9 Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform for any cause beyond its reasonable control. Such causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, war, failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable to carry out its obligations under this Agreement, that party shall give written notice to the other including an explanation of the circumstances.
- 5.10 Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 5.11 Entire Agreement. The individuals signing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and the Agreement contains the entire understanding between the Parties concerning the subject matter.
- 5.12 Severability. In the event that any terms of this Agreement are in conflict with or are otherwise unenforceable under any rule, law, or statutory provision, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 5.13 Waiver. Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

5.14 Execution and Delivery of Documents. Each of the parties hereto, his or her heirs, legal representatives, successors, and assigns shall do all things to execute and deliver any documents necessary, at any time, to carry out and effectuate the terms and conditions of this Agreement.

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

Sourcewell

By: _____
Justin Burslie

Title: Associate Director of
Community Development

Date: _____

City of Jenkins

By: _____
Andrew Rudlang

Title: Mayor

Date: _____

City of Jenkins

By: _____
Cassandra Delougherty

Title: City Clerk/Treasurer

Date: _____

APPENDIX A: FEE SCHEDULE

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



Policy on Conflict of Interest, Staff Interaction, and Duty of Transparency for City Council Members and Commissioners

This policy is established to provide clear guidelines on the hierarchy of duties, proper handling of potential conflicts of interest, and appropriate interactions between city staff and elected or appointed officials. It ensures that all individuals involved in city decision-making act in the best interests of the city, maintain transparency, and respect staff roles and workflows.

1. Hierarchy of Duties

City council members and commissioners owe their primary duty to the city and its residents. As public officials, they are required to:

1. **Prioritize the Public Good:** Decisions must be made in the best interest of the entire city and its residents, above personal or individual interests.
2. **Maintain Objectivity:** Council members and commissioners must ensure impartiality in deliberations and decision-making.
3. **Uphold Transparency:** All interactions with entities or individuals seeking special considerations from the city must be disclosed.
4. **Avoid Conflicts of Interest:** They must avoid actions or advocacy that create real, perceived, or potential conflicts of interest.

2. Definition of Conflict of Interest

A conflict of interest arises when a council member's or commissioner's personal, professional, or financial relationships could reasonably be expected to impair their impartiality or create a perception of bias in fulfilling their duties to the city.

Examples include but are not limited to:

- Acting on behalf of a private individual, business, or entity while in an official capacity.
- Participating in discussions or decisions where the individual has a close relationship with the involved party.
- Voting on matters where the individual has prior undisclosed involvement.

3. Required Transparency in Interactions

Council members and commissioners should disclose interactions with citizens, property owners, private entities, or other stakeholders, particularly when:

- The entity has an ongoing matter or interest in a matter before the city council, planning & zoning, or other city committees.
- The individual is involved in advising, assisting, or acting on behalf of an entity.

Such disclosures must be made in writing (email preferred) to the city clerk or mayor and include:

- The date and purpose of the interaction.
 - A summary of the matters discussed.
 - Any materials, recommendations, or paperwork exchanged.
-

4. Interactions with City Staff

Council members and commissioners do not have individual authority to direct or supervise city staff. The city clerk, or designated department head(s) are responsible for managing staff and assigning work in accordance with council-approved direction.

Staff Direction and Work Requests

- No council member or commissioner may direct a staff member to perform work unless that work has been explicitly assigned by a vote of the council.
- Special projects or assignments to staff must be documented as part of council minutes or resolutions.

Primary Communication Method

- **Email** is the preferred method of communication between council members/commissioners and staff.
 - Email provides a good written record, is less disruptive to staff, and allows staff any time needed to research an answer or get more information.
 - Staff may redirect verbal or informal requests to email for clarity and tracking.

Office Visits and Phone Calls

- Scheduled meetings or calls with staff are preferred in advance through email or city hall scheduling tools.
- Staff members are not obligated to interrupt their duties to accommodate walk-in or impromptu requests by individual council members or commissioners.

Respect for Staff Work Environment

- Council members and commissioners are expected to uphold a respectful and non-disruptive presence in city facilities. No manner of harassment, intimidation, or hostility toward staff members will be tolerated under any circumstances.
 - Any concerns about staff conduct or performance should be reported to the city clerk or mayor. If the city clerk or mayor are both personally involved in the concern, the issue should be referred directly to the city attorney for review and appropriate next steps. Concerns should not be addressed directly by elected or appointed officials to the staff member involved.
-

5. Access to City Systems and Data

Council members and commissioners shall not access or remove digital data, security recordings, emails, or other files from city systems without prior approval from the city clerk (or mayor, in the absence of the city clerk).

Prohibited actions include:

- Downloading or copying security footage, computer files, or emails without explicit authorization.
- Accessing city staff workstations or systems under false pretenses.
- Taking city-owned data off-site without consent and documented purpose.

Violations will be treated as breaches of trust and may lead to removal from committees or commissions, formal censure, or referral to legal counsel for review.

The city clerk is the designated custodian and data practices officer of all official city data, files, and records. Individual council members and commissioners do not have any special or individual right of access to city data beyond what is public or granted through a formal council directive. All data access requests should be submitted in writing, with email preferred. Requests may be delayed, limited, or denied in part or in full as required under data privacy laws or if review by legal counsel is necessary. Any

disputes or concerns about access to city data should be raised at a council meeting or referred to the city attorney for review.

6. Consequences of Non-Compliance

Failure to adhere to this policy may result in:

1. A formal warning or censure by the council.
 2. Removal from committee or commission assignments or other leadership roles.
 3. Referral to appropriate authorities for review of potential legal or ethical violations.
-

7. Policy Implementation and Training

- a. All council members and commissioners shall receive training on this policy upon adoption and following each election or appointment cycle.
 - b. The city clerk or mayor shall oversee compliance and maintain records of disclosed interactions.
-

8. Handling Recurring Relationships or Roles

Council members and commissioners with recurring professional or personal relationships with entities impacted by city decisions (e.g., as an advisor, agent, or consultant) must:

- Provide an annual disclosure of such relationships.
 - Abstain from votes or actions affecting the related entity.
-

9. Reporting and Resolution of Concerns

Residents, staff, or other officials may report suspected violations of this policy to the city clerk or mayor. If both the city clerk and mayor are personally involved in the concern, the issue should be referred directly to the city attorney for review and appropriate handling. All reports will be reviewed and addressed confidentially, with findings presented to the city council for action.

Adoption and Amendments

This policy may be adopted or amended only by a four-fifths (4/5) vote of the city council at any regular or special meeting.

This policy helps ensure that council members and commissioners act with integrity, transparency, and in the city's best interest, while also fostering public trust in governance and supporting a productive, respectful working relationship with city staff.

Approved and Acknowledged:

Elected/Appointed Official Printed Name

Elected/Appointed Official Signature

Date

Mayor

Date

City Clerk-Treasurer

Date

Adopted this 26th day of August, 2025.

Andrew J. Rudlang, Mayor

Attest:

Cassandra M. Delougherty, City Clerk-Treasurer



AGENDA ITEM

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 8th, 2025
Subject: Personnel Recommendations

Report: In an effort to accurately determine budgetary figures related to personnel, Mayor Rudlang and Councilmember Barnett met with Clerk Delougherty to discuss recommendations for Council regarding consultant and personnel-related matters.

Public Works Wages: The City of Jenkins is fortunate to have 3 parttime Public Works employees that are fulltime MnDOT employees who have completed extensive training in their field. To improve staff-retention and better reflect their expertise, it has been recommended that the Council consider approving the following changes:

- 1 step increase for each PW employee, effective Nov. 1st, 2025
- 2 grade seasonal increase from November 1st through March 31st annually.

*The budgetary impact to implement these recommendations totals approximately **\$2,986.13***

Paid Family Medical Leave Act (PFMLA): New Law starts January 1st, 2026 requiring a 0.88% payroll deduction, with the City responsible for at least 50% of the tax. The overall annual budgetary impact of this tax is approximately \$836. 50% of the total tax would be \$418.

Recommendation for the City of Jenkins to pay 100% of the tax.

Consultant Agreement: Former Clerk Okerman expressed a willingness to further assist Delougherty in successfully transitioning to her new role as Clerk, and Delougherty reported being highly in favor of the assistance. Council discussed, noting Okerman's expertise and long history with the City, as well as a desire to support Delougherty in the transition. Council approved moving forward with drafting a Consultant Agreement for Okerman. Council further discussed the terms of the agreement. Okerman reviewed and requested additions to the agreement. Upon recent review of the agreement and additions, it was determined that the specific scope has not been thoroughly identified to reflect the intent. Further edits will need to be made to better define scope of work. As with all contractual agreements, it is recommended that the City seek legal counsel for review and comment prior to any execution of any agreement. The City is dedicated to good governance and is working to establish legal counsel, who will help with ensure legality and compliance.

Compensatory Time vs. Overtime: During this time in her new role, Clerk Delougherty has worked beyond the standard workweek hours. Though 40hrs per week is anticipated to be the standard maximum in the future, it is worth discussing the City's current Personnel Policy and the Council's position as it relates to compensatory time/overtime. Attached is an excerpt from the City of Jenkins' adopted Personnel Policy.

Requested Action: Please review, discuss and approve, deny, table, or modify the attachments.

Proposed Public Works Wages Including Seasonal Increase

Current Wage Scale & Steps											
	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Grade	1	2	3	4	5	6	7	8	9	10	POSITION
1	\$17.00	\$17.51	\$18.04	\$18.58	\$19.13	\$19.71	\$20.30	\$20.91	\$21.54	\$22.18	OPEN
2	\$18.53	\$19.09	\$19.66	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79	\$23.47	\$24.18	RECEPTIONIST
3	\$20.38	\$20.99	\$21.62	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07	\$25.82	\$26.60	MAINTENANCE
4	\$22.22	\$22.88	\$23.57	\$24.28	\$25.01	\$25.76	\$26.53	\$27.32	\$28.14	\$28.99	DEPUTY CLERK
5	\$24.22	\$24.94	\$25.69	\$26.46	\$27.26	\$28.07	\$28.92	\$29.78	\$30.68	\$31.60	OPEN
6	\$26.15	\$26.94	\$27.75	\$28.58	\$29.44	\$30.32	\$31.23	\$32.17	\$33.13	\$34.13	CITY CLERK
Current wage for JS & JY			Proposed Apr-Oct Wage JS & JY					Proposed Nov-Mar JS & JY			
Current wage for RO			Proposed Apr-Oct Wage RO					Proposed Nov-Mar RO			

Employee	Hrs/wk	Hrs/Yr	Wage	Gross	Employee PERA (-)	Employer PERA (+)	Employee FICA (-)	Employer FICA (+)	Employer Health(+)	Employee Add'l Ded (-)	Total
JS + JY current	5	260	\$20.99	\$5,457.40			\$417.49	\$417.49	\$917.80	\$0.00	\$6,375.20
RO current	20	1040	\$21.62	\$22,484.80	\$1,461.51	\$1,686.36	\$1,720.09	\$1,720.09	\$3,671.20	\$3,250.00	\$23,130.85
Current Totals	25	1300		\$27,942.20	\$1,461.51	\$1,686.36	\$2,137.58	\$2,137.58	\$4,589.00	\$3,250.00	\$29,506.05

JS + JY Apr-Oct	5	155	\$21.62	\$3,351.10			\$256.36	\$256.36	\$547.15	\$0.00	\$3,898.25
RO Apr-Oct	20	620	\$22.27	\$13,807.40	\$897.48	\$1,035.56	\$1,056.27	\$1,056.27	\$2,188.60	\$1,937.50	\$14,196.57
JS+JY Nov-Mar	8	168	\$25.69	\$4,315.92			\$330.17	\$330.17	\$593.04	\$0.00	\$4,908.96
RO Nov-Mar	17	357	\$26.46	\$9,446.22	\$614.00	\$708.47	\$722.64	\$722.64	\$1,260.21	\$1,312.50	\$9,488.39
Proposed Totals		1300		\$30,920.64	\$1,511.49	\$1,744.02	\$2,365.43	\$2,365.43	\$4,589.00	\$3,250.00	\$32,492.18

Overall Approximate Impact to the annual budget + \$2,986.13



AGENDA ITEM #

REPORT TO CITY COUNCIL

Prepared by: Cassandra Delougherty
Date: October 9th, 2025
Subject: Parks Report

Report:

Councilmembers Siltman and Carlson met with Steven Hanson, Pine River Area Foundation, to discuss fundraising options for the Tree Lighting Ceremony. The Park Committee met for its regularly scheduled monthly meeting on September 25th, 2025. The Committee discussed the information that they were provided from Mr. Hanson, as well as other committee-related subjects.

Councilmember Siltman and Carlson may have further information to provide the Council at this time, and/or may want to give a general overview of their recommendations for Council consideration.

Requested Action: Please review the attached **draft** minutes from the Park Committee meeting and approve, deny, or table the recommendations.

September 25th, 2025

Parks Committee Meeting Minutes

1. August 27th, 2025 Meeting Minutes

The committee reviewed the previous meeting minutes.

Motion to approve the August 27th, 2025 meeting minutes was made by Missy and seconded by Jory. The motion passed with all in favor.

2. New Business

a. Verbal recap provided by Roman and Jory regarding a discussion with Steve Hanson, Pine River Area Foundation regarding Jenkins Park Development Committee

Roman and Jory provided a verbal recap of their discussion with Steve Hanson from the Pine River Area Foundation (PRAF). They reported that Steve was receptive to their ideas and provided advice on what items they can and cannot include. The key points discussed were:

- Checks need to be made out to PRAF
- They need to include a statement that donations may not be tax deductible and that donors should contact their tax preparers
- Jory mentioned he would reach out to Steve with a letter about the fence project for review
- The committee discussed how to approach potential donors like Snarky Shiner's, emphasizing that wording is crucial
- They must clearly state that donations go to the Pine River Area Foundation, not directly to the Jenkins Park and Recreation
- For each fundraising initiative, they should send a letter or email to PRAF for review to ensure compliance
- Committee members asked for clarification about who would be responsible for sending these communications, with Jory or Roman taking responsibility until city staff could handle it
- The group discussed the gambling fund currently held by PRAF, including questions about:
 - Whether funds from gambling taxes have specific limitations on their use
 - How much money remains in the fund
 - Whether any money had already been disbursed back to the city
 - Whether they could request a regular statement showing fund status

Jon Lubke requested clarification about how the 501(c)(3) partnership with PRAF was established. Roman explained that when the council didn't have members willing to serve on a separate 501(c)(3) board, they reached out to PRAF. The gambling tax money was transferred to PRAF, who now holds the funds for park development projects. Jory agreed to email Steve to clarify the status of these funds and any restrictions on their use.

b. Future Site Plan for Jenkins Ball Field & Surrounding City-Owned Public Zoning District

The committee conducted an on-site discussion of the future site plan for the Jenkins Ball Field and surrounding city-owned property. Major topics discussed included:

Parking improvements:

The current parking situation during events is challenging, with cars parked along nearby streets

Members suggested removing some trees to create better-defined parking areas

They discussed extending the fence and reconfiguring the roadway to create a better traffic flow

Volleyball court placement:

They determined a standard beach volleyball court measures approximately 26'3" wide by 52'6" long

The committee discussed potential locations, considering sun positioning and safety concerns

Members noted the volleyball court could provide activities for siblings of children playing baseball

Playground relocation:

Members discussed moving the existing playground equipment to a different area of the park

This would provide better safety for small children and free up space for other amenities

They debated whether the swing sets would need to meet current safety standards if relocated

Additional amenities:

Batting cages and pickleball courts were discussed as potential additions

Members noted Diamond Club might be willing to fund batting cage construction

They suggested possibly creating a shared concrete pad for both pickleball and batting cages

Development priorities:

The committee established the following priorities:

- Halo netting around the baseball field (pending grant approval)
- Improved parking and fencing
- Volleyball court
- Playground relocation/improvements

The committee plans to gather specific measurements for the volleyball court and batting cage areas to develop a more detailed site plan.

3. Unfinished Business

a. Pollinator Garden

Jon Lubke reported that he had purchased seeds for the pollinator garden. The committee discussed the status of the previously tilled areas at the park. Roman noted:

There are two areas that were tilled up for the pollinator garden

One area has a sprinkler head that may have been damaged during tilling

The council had approved bringing in new black dirt for the garden

Someone had offered to donate trucking of the black dirt, but it hadn't happened this year

Jon mentioned that the first year after planting a pollinator garden typically shows little results, with the second or third year showing more significant growth. The committee discussed clearing the existing vegetation before planting the seeds. Jon offered to mark the garden areas and help with site preparation.

b. Tree Lighting

The committee discussed plans for the upcoming tree lighting event. They confirmed:

- November 15th will be the date for hanging lights
- December 6th will be the tree lighting ceremony date
- They have some existing decorations, including a snowman and a 16-foot tree
- Aaron Fenstimaker has donated a half-barrel that can be used as a fire pit, and may have access to one more
- They discussed how to configure the fire barrels for roasting marshmallows
- Plans for refreshments include:
 - Hot dogs (cooked ahead of time and kept warm)
 - S'more kits (distributed via freewill donation)
 - Hot chocolate and hot apple cider
 - Possibly using church roasters to keep food and beverages warm
- They will need to create a list of needed supplies and prepare donation request letters for local businesses
- They will advertise the event through text alerts and flyers

The committee discussed the possibility of including sleigh rides but didn't make a final decision on that component.

4. Miscellaneous/Communication

a. Public Purpose Expenditures handout from LMC, relating to donations and fundraising

Jon Lubke shared a handout from the League of Minnesota Cities regarding public purpose expenditures. He highlighted several key points:

Cities cannot directly fundraise unless working with an outside donation group

There are specific rules about how cities can acquire buildings and property

Cities can use a certain amount of levy dollars for community events and activities

The committee briefly reviewed the document, noting it contained valuable information about legal limitations on city spending and fundraising.

5. Adjournment

Motion to adjourn was made by Jory Carlson and seconded by Jon Lubke. The motion passed unanimously.