

City Council Meeting Agenda

October 07, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

2. ROLL CALL: Mayor Chrsitopher Whitehead, Councilpersons: Susan Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Hannah Rushing

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 09.16.2025 Council Meeting

B. Consideration to Approve Minutes - 09.23.2025 Special Council Meeting

5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

A. Consideration of Proposed Street Vacation

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

A. Consideration to Approve Special Event Permit - Starry Night Adventures

11. OLD BUSINESS

12. NEW BUSINESS

A. Oath of Office - Nolan Domeier, Police Officer

B. Consideration to Approve Proposal - St. James Water Asset Management Plan, John Graupman, Bolton & Menk, Inc.

C. Consideration to Approve Resolution 10.25.01 - Acknowledging Procurement Under State Cooperative Purchasing Contract P-949(5), Contract No. 218097

D. Consideration to Approve Resolution 10.25.02 - Granting Signage Approval Relating to 1101 Moulton and Parsons Drive

E. Consideration to Approve Resolution 10.25.03 - Granting a Lot Division for a Property Located at 401 1st Avenue South

F. Consideration to Approve Resolution 10.25.04 - Approving Transfer of City-Owned Property to the Economic Development Authority

G. Consideration to Approve Liability Coverage Waiver Form

H. Consideration to Approve First Reading Proposed Ordinance No. 032, 4th Series - Street Vacation

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

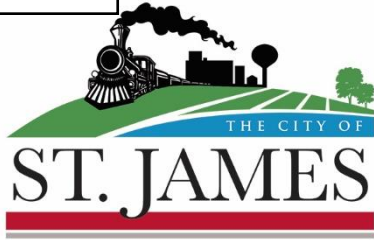
14. ADJOURNMENT

October 7, 2025

ITEM: Approval of Minutes – 09.16.2025 Council Minutes

BACKGROUND: The Minutes of September 16, 2025, City Council Meeting are attached for review and approval.

STAFF RECOMMENDATION: Approve/Deny Minutes.



City Council Meeting Minutes

September 16, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

Meeting called to order at 5:30 p.m.

2. ROLL CALL: Mayor Christopher Whitehead, Councilpersons: Susan Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Hannah Rushing

PRESENT: Mayor Christopher Whitehead, Councilpersons Sue Craig, Paul Harris, Stephen Lindee, Hannah Rushing

ABSENT: Kathleen Hanson

STAFF PRESENT: City Manager Amanda Knoll, City Attorney Mike Kircher

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 09.02.2025 Council Meeting

Motion made by Lindee, Seconded by Rushing.

Voting Yea: Craig, Harris, Lindee, Rushing

Upon voice vote, it was unanimously approved.

5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims totaling \$278,087.33 is as follows: \$278,087.33 Check No. 704911 - 704918 and 704924 - 705004 as listed in the check register.

Motion made by Harris, Seconded by Craig.

Voting Yea: Craig, Harris, Lindee, Rushing

Upon voice vote, it was unanimously approved.

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

11. OLD BUSINESS

12. NEW BUSINESS

- A. Consideration to Approve Resolution 09.25.07 - Approving Airport Maintenance and Operations Grant Agreement with the Minnesota Department of Transportation

Resolution 09.25.07 approves the Airport Maintenance and Operation Grant Contract No. 1060368. Minnesota State Statute provides financial assistance to airports for maintenance and operational activities. This grant is for State Fiscal Year 2026 and State Fiscal Year 2027.

Motion made by Rushing, Seconded by Lindee.

Voting Yea: Craig, Harris, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 09.25.07 duly passed 4-0.

- B. Consideration to Approve Resolution 09.25.08 - Calling for Public Hearing on Proposed Assessment for 7th Street South, 13th Avenue South, and Moulton and Parsons Drive; Project No. 24X.135115

Resolution 09.25.08 calls for a public hearing to be set for Tuesday, October 21, 2025, at 5:30 p.m. in the Council Chambers on the proposed assessments for improvement of 7th Street South, 13th Avenue South and Moulton and Parsons Drive. Approval of the resolution directs staff to prepare and send notice of said public hearing.

Motion made by Craig, Seconded by Harris.

Voting Yea: Craig, Harris, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 09.25.08 duly passed 4-0.

- C. Consideration to Approve Resolution 09.25.09 - Setting the Preliminary 2026 Tax Levy

Resolution 09.25.09 sets the preliminary 2026 tax levy. Approval of this resolution directs the City Clerk to transmit a certified copy of the resolution to the County Auditor/Treasurer. Preliminary amounts are used by counties to compute property tax estimates for the following year, which are mailed to property owners in November in the form of Truth-in-Taxation notices.

Motion made by Rushing, Seconded by Craig.

Voting Yea: Craig, Harris, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 09.25.09 duly passed 4-0.

- D. Consideration to Approve Resolution 09.25.10 - Calling for the Truth-In-Taxation Public Hearing

Resolution 09.25.10 calls for the Truth-in-Taxation public hearing to be set for Tuesday, December 2, 2025, at 6:00 p.m. in the Council Chambers.

Motion made by Lindee, Seconded by Harris.

Voting Yea: Craig, Harris, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 09.25.10 duly passed 4-0.

- E. Consideration to Approve New Hire - Nolan Douglas Domeier, Police Officer

Requesting approval to hire Nolan Douglas Domeier. Nolan has completed the hiring process for the police department for the position of full-time police officer. His start date is slated for September 17, 2025. His rate of pay has been set to \$28.84 per hour / Step 1 in accordance with the approved 2025 police wage scale.

Motion made by Craig, Seconded by Rushing.

Voting Yea: Craig, Harris, Lindee, Rushing

Upon voice vote, it was unanimously approved.

F. Consideration to Approve Job Posting - Temporary EDA Assistant Position

The EDA is requesting approval to post / hire a temporary EDA Assistant. The EDA has been successful in securing new grants to support local economic development projects. While these awards are a positive step forward, they have also created additional administrative and reporting requirements that exceed the current staffing capacity of the EDA Director.

The Personnel Committee met on Thursday, September 11, 2025, and recommends hiring a part-time, temporary EDA Assistant placed on the approved part-time wage scale at Grade 17, Step 1. This position ensures compliance with grant requirements, maintains timely reporting, and continues providing high-quality service to our business community. This position would provide 16 hours per week support in grant management, meeting preparation, administrative tasks, communications and project coordination.

Motion made by Lindee, Seconded by Harris.

Voting Yea: Craig, Harris, Lindee, Rushing

Upon voice vote, it was unanimously approved.

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT

Motion made by Rushing, Seconded by Harris.

Voting Yea: Craig, Harris, Lindee, Rushing

All Yea - motion carried. The meeting adjourned at 5:40 p.m.

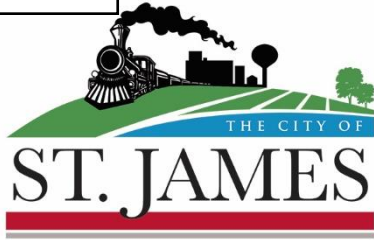
Kristin Hurley, City Clerk-Treasurer

October 7, 2025

ITEM: Approval of Minutes – 09.23.2025 Council Minutes

BACKGROUND: The Minutes of September 23, 2025, Special City Council Meeting are attached for review and approval.

STAFF RECOMMENDATION: Approve/Deny Minutes.



Special City Council Meeting Minutes

September 23, 2025 at 5:00 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

Meeting called to order at 5:00 p.m.

2. ROLL CALL: Mayor Christopher Whitehead, Councilpersons: Susan Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Hannah Rushing

PRESENT: Mayor Christopher Whitehead, Councilpersons Sue Craig, Kathleen Hanson, Stephen Lindee

ABSENT: Paul Harris, Hannah Rushing

STAFF PRESENT: City Manager Amanda Knoll, City Clerk-Treasurer Kris Hurley, City Attorney Mike Kircher

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

5. CONSENT ITEMS

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

11. OLD BUSINESS

12. NEW BUSINESS

- A. Consideration to Approve Resolution 09.25.11 - Authorizing the Submittal to the Department of Transportation for the Transportation Economic Development (TED) Program Application

Resolution 09.25.11 authorizes city staff to apply for the Transportation Economic Development (TED) Program for the purpose of financial assistance for the turning lanes connected to the 12th Avenue South Highway Expansion project.

Motion made by Craig, Seconded by Hanson to approve Resolution 09.25.11.

Voting Yea: Craig, Hanson, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 09.25.11 duly passed 3-0.

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT

Motion made by Craig, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee

All Yea - motion carried. The meeting adjourned at 5:04 p.m.

Kristin Hurley, City Clerk-Treasurer

October 7, 2025

ITEM: Scheduled Public Hearings – Consideration of Proposed Street Vacation

BACKGROUND: As a part of the platting process for the 12th Avenue South Highway District Expansion project, the city needs to consider vacating some of the right-of-way on 9th Street South to access the designated pond area.

HEARING PROCEDURE: Public hearings are conducted at council meetings and shall include an opportunity for the public and interested parties to hear and see all information and to ask questions, provide additional information, express support or opposition, and/or suggest modifications to the proposal. The mayor will conduct the public hearing and explain the procedure to be followed before the hearing begins. The public will be allowed to participate and must follow the rules of conduct. Hearings are formal proceedings and will be conducted as such. While everyone will be given an opportunity to participate, comments should be germane to the topic at hand and concise. If many people share the same viewpoint, the council encourages the appointment of a spokesperson to avoid repetitive testimony.

The public hearing will be conducted in the following manner:

1. Staff Presentation- City staff, or consultants employed by the City, will identify the issue of the hearing, explain any pertinent laws or regulations associated with the issue; and the steps being taken by the City.
2. Applicant's Presentation - In this portion of the hearing, the applicant (if applicable) has the opportunity to present his or her case. However, no statement either for or against the proposal should be accepted at this point.
3. Public Comment - Once staff and the applicant have completed their background information, the public will be allowed to speak.

All speakers in the public comment portion of the hearing will be limited to five (5) minutes. The mayor may allow extended time at his/her discretion. All speakers will be encouraged to present factual evidence for public consideration and to refrain from broad statements without any basis of fact. Speakers may provide written materials to the Council. The Council will listen to testimony and will not express opinions during the public hearing. The council may ask pertinent questions of the speaker or staff and must refrain from debating or engaging in discussion with the public during the public hearing.

After all evidence and testimony has been received and everyone has been given an opportunity to be heard, the public hearing will be closed by the mayor. Action on the hearing issue may or may not be scheduled for later in the meeting. If action is to be taken, the City Council will discuss the issue in open session. During the Council discussion portion of the meeting, citizens will no longer be allowed to participate.

STAFF RECOMMENDATION: No action required.

10TH AVENUE SOUTH

NORTH 450

9TH STREET SOUTH

LOT ONE
BLOCK ONE
JAMES
SQUARE

VACATION AREA

LOT ONE
BLOCK ONE
SOMERSET SOUTH



0 100

SCALE IN FEET

NE 1/4 - SE 1/4 - NE 1/4
24-106-32
SEC.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janile Fowlds

Janile Fowlds
License Number 26748

08/27/2025
Date

SHEET 1 OF 2

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CERTIFICATE OF RIGHT OF WAY VACATION CITY OF ST. JAMES, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF JAMES SQUARE
NINTH STREET NORTH

FOR: CITY OF ST. JAMES

VACATION AREA

All that part of Ninth Street South, as dedicated on the plat of James Square, on file and of record with the Watonwan County Recorder, which lies southerly of the easterly extension of the south line of the North 450.00 feet of said Lot 1, Block One, James Square.

SHEET 2 OF 2

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CERTIFICATE OF RIGHT OF WAY VACATION
CITY OF ST. JAMES, MINNESOTA

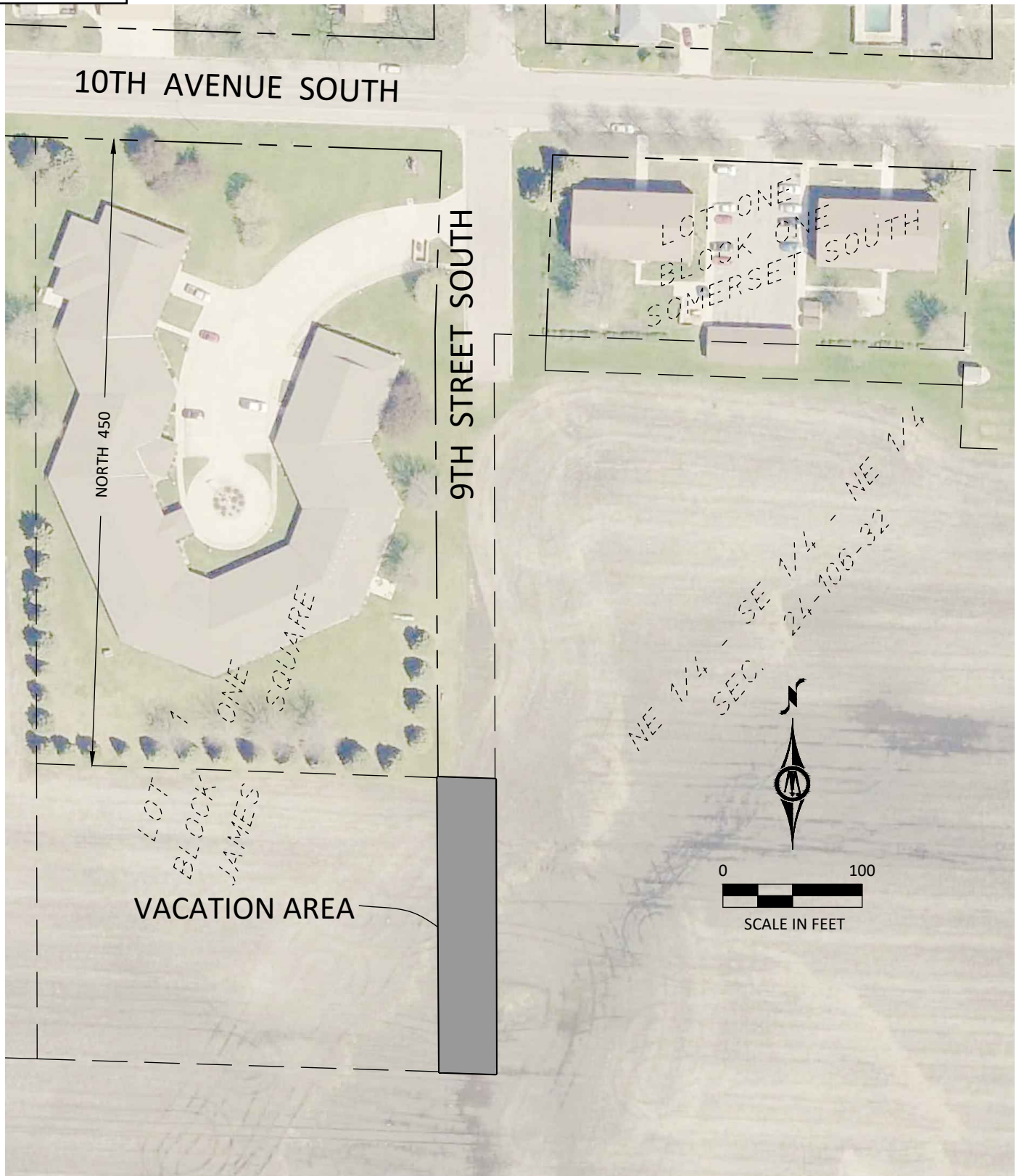


**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF JAMES SQUARE
NINTH STREET NORTH

FOR: CITY OF ST. JAMES



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EXHIBIT - AERIAL
CITY OF ST. JAMES, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF JAMES SQUARE
NINTH STREET NORTH

FOR: CITY OF ST. JAMES

CITY OF ST. JAMES
NOTICE OF PUBLIC HEARING
PROPOSED VACATION OF STREET

NOTICE IS HEREBY GIVEN that the City Council of St. James will hold a public hearing at 5:30 PM on Tuesday, October 7, 2025, in the Council Chambers at St. James City Hall, 1205 6th Avenue South, to consider a proposed vacation of a public street described as follows:

All that part of Ninth Street South, as dedicated on the plat of James Square, on file and of record with the Watonwan County Recorder, which lies southerly of the easterly extension of the south line of the North 450.00 feet of said Lot 1, Block One, James Square.

A map of the area proposed to be vacated is on file and available for inspection at City Hall or online by visiting www.ci.stjames.mn.us.

The purpose of this hearing is to receive public comment regarding the proposed vacation in accordance with Minnesota Statutes §412.851.

All persons interested are invited to attend the hearing and be heard. Written comments may be submitted to the City Manager's Office at 1205 6th Avenue South or by emailing Amanda Knoll at Amanda.knoll@ci.stjames.mn.us prior to the hearing.

By order of the City Council of St. James, Minnesota.

Dated: September 25, 2025
October 2, 2025

City Manager, Amanda Knoll

October 7, 2025

ITEM: Licenses and Permits –Special Event Permit: Starry Night Adventures

BACKGROUND: A special event application has been submitted.

Event Name: Starry Night Adventures

Date and Time: Monday, October 20, 2025; 7:00 PM to 10:00 PM (*Alternative Date: Tuesday, October 21, 2025*)

Location: Meadowlark Prairies

Type of Event: Recreational Event

Purpose of Event: Community Engagement

Anticipated Attendance: 50-60

Contact Person: Michaela Ahrens and Maggie Maire

Event Description: Starry Night Adventures is a chance to experience the outdoors in a whole new way. This event brings the community together for a guided evening hike at Meadowlark Prairies, followed by star gazing under the night sky. Along the trail, participants will discover the sights and sounds of nature after dark and learn about nocturnal wildlife. It's the perfect opportunity to connect with nature, enjoy light exercise, and explore the beauty and wonder of the night sky.

Parking Plan: Parking in front of the fence at Meadowlark Prairies.

Street Closure: N/A.

Equipment Request: N/A.

STAFF RECOMMENDATION: Approve/Deny Permit.

October 7, 2025

ITEM: New Business – Oath of Office: Nolan Domeier, Police Officer

BACKGROUND: The City of St. James is pleased to welcome Nolan Domeier to the St. James Police Department and appreciates his commitment to public service. The Oath of Office will be conducted at the city council meeting by the mayor. Upon taking the oath, Nolan Domeier will be officially recognized as a sworn officer of the City of St. James.

STAFF RECOMMENDATION: N/A.

STATE OF MINNESOTA)
COUNTY OF WATONWAN) ss
CITY OF SAINT JAMES)

I, Nolan Domeier, do solemnly swear that I will support the Constitution of the United States and the State of Minnesota and the charter and ordinances of the City of St. James, and to faithfully discharge the duties devolving upon me as a Police Officer of the City of St. James, to the best of my judgement and ability; so help me God.

Nolan Domeier

Subscribed and sworn to before me this 7th Day of October 2025.

Christopher Whitehead, Mayor

October 7, 2025

ITEM: New Business – Proposal: St. James Water Asset Management Plan

BACKGROUND: John Graupman with Bolton & Menk Inc., will present the proposal regarding the St. James Water Asset Management Plan.

ACTION REQUESTED: Approve/Deny the Proposal.



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001

Phone: (507) 625-4171
Bolton-Menk.com

VIA EMAIL

September 12, 2025

Bill Nelson, Water Superintendent
City of Saint James
1205 6th Ave. S.
PO Box 70
St. James, MN 56081
bill.nelson@ci.stjames.mn.us

RE: Drinking Water Asset Management Plan – Engineering Scope and Fee
City of St. James, Minnesota
Project No.: 25X.140411

Dear Mr. Nelson,

As a public water supplier, it is imperative that the drinking water treatment system be reviewed on a consistent basis to ensure safety and optimization of infrastructure. The purpose of a Drinking Water Asset Management Plan is to identify the condition of the existing facility and prepare for future improvements. Bolton & Menk is pleased to present our proposal for engineering services associated with reviewing the water treatment plant and preparing this plan.

I. Asset Management Plan

A. Meetings

1. Kickoff Meeting

A water treatment facility walk-through meeting will kick off the project. The purpose of this meeting is to review the existing Water Treatment Facility with staff and gather information in our discussion and walk-through.

2. Review Meeting

After the initial draft of the plan is completed, a plan review meeting will be held with city staff to review it and identify any additional information from the city that needs to be refined.

B. Plan Preparation

1. Our team will prepare the Drinking Water Asset Management Plan. The plan will include the following parts:

- a) Part 1 – Drinking Water Supply, Treatment, and Storage Reservoir Evaluation
 - Includes Remote Operated Vehicle inspection of the 1-million-gallon ground storage reservoir. Remote Operated Vehicle inspection allows for an evaluation of the interior of the reservoir without having to take the tank

out of operation. This will identify any coating, structural, or other deficiencies in the reservoir.

- b) Part 2 – Recommended Improvements
- c) Part 3 – Costs of Improvements, and Life Cycles of Infrastructure

C. Fee and Schedule

1. We propose completing the Drinking Water Asset Management Plan with an hourly not to exceed fee of \$27,965.00. The value of this proposal cannot increase without your further authorization.
2. We will review the record drawings and specifications for the drinking water system before our kickoff meeting. The plan development will follow the general schedule below:
 - Kickoff Meeting October 2025
 - ROV Inspection Fall 2025
 - Initial Draft Review January 2026
 - Final Asset Management Plan April 2026

Please let me know if you have any questions regarding preparing the Drinking Water Asset Management Plan, our scope, or our fee. You can contact me at John.Graupman@bolton-menk.com or 507-380-0433.

Thank you for allowing Bolton & Menk to serve as your engineer and assist with this report.

Sincerely,

Bolton & Menk, Inc.



John Graupman, P.E.

Water/Wastewater Practice Leader | Principal

cc: Gunnar Kern – Bolton & Menk, Inc.
Adam Jacobs – Bolton & Menk, Inc.
Amanda Knoll – City of St. James

October 7, 2025

ITEM: New Business – Resolution 10.25.01: Acknowledging Procurement Under State Cooperative Purchasing Contract P-949(5), Contract No. 218097

BACKGROUND: The attached resolution is to formally document the City's use of the State of Minnesota Cooperative Purchasing Program for the recent splash pad project. This action provides clear administrative recordkeeping and ensures that our procurement files are consistent with State Auditor recommendations.

ACTION REQUESTED: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 10.25.01

**RESOLUTION ACKNOWLEDGING PROCUREMENT UNDER STATE
COOPERATIVE PURCHASING CONTRACT P-949(5), CONTRACT NO. 218097**

WHEREAS, the City of St. James, pursuant to Minnesota Statutes §471.345, is authorized to purchase equipment, supplies, and services through cooperative purchasing agreements offered by the State of Minnesota; and

WHEREAS, Commercial Recreation Specialists (CRS) is an approved vendor under State of Minnesota Cooperative Purchasing Contract Release P-949(5), Contract No. 218097, which includes splash pad features and mechanical systems manufactured by Vortex Aquatics; and

WHEREAS, the City of St. James previously executed acceptance of a vendor sales order from CRS for the purchase and installation of splash pad equipment and services, but such sales order did not expressly reference the State Contractor number; and

WHEREAS, the City Council finds it necessary to clarify and document that this purchase was made under the terms, pricing, and conditions of State Cooperative Purchasing Contract Release P-949(5), Contract No. 218097; and

WHEREAS, the City of St. James does not issue purchase orders as part of its procurement process, and instead relies upon vendor quotations, sales orders, invoices, and council approval as its official record of contracting.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, as follows:

1. The City Council hereby acknowledges and affirms that the purchase of splash pad equipment and services from Commercial Recreation Specialists (CRS) was made under the authority of and in compliance with State of Minnesota Cooperative Purchasing Contract Release P-949(5), Contract No. 218097.
2. The signed sales order from CRS shall be deemed the City's formal acceptance of contract pricing under said cooperative contract.
3. The City Manager is directed to retain this Resolution, the vendor sales order, and the State's executed contract release as part of the official purchasing record for audit and compliance purposes.
4. Going forward, the City shall require vendors to clearly reference applicable cooperative purchasing contract numbers on all quotations, sales orders, and invoices when purchases are made under state or other cooperative contracts.

Adopted by the City Council this 7th day of October 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: October 7, 2025

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: P-949(5)

Date: July 8, 2025

Product/Service: Park and Playground Equipment and Installation

Contract Period: October 1, 2022, through September 30, 2025

Extension Options: 24 months

Acquisition Management Specialist (AMS)/Buyer: Mandy Flum

Phone: 651.201.3166

E-Mail: mandy.flum@state.mn.us

[Web Site](#)

Contractor

Contract No.

The following vendor is a certified Targeted Group Contractor:

[Fireflies Play Environments Inc.](#)

218089

[Commercial Recreation Specialists](#)

218097

[Landscape Structures, Inc.](#)

218091

[/Flagship Recreation \(joint venture\)](#)

[Midwest Playscapes Inc.](#)

218098

[MWP Recreation fka MN WI Playground Inc.](#)

218093

[St. Croix Recreation Fun Playgrounds, Inc.](#)

218090

[Webber Recreational Design, Inc.](#)

218088

Contract Users. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

State Agency Use. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

State Agency Ordering Instructions. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Contract Feedback. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing

state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

Terms and Conditions

Scope. To provide state agencies and Cooperative Purchasing Venture (CPV) Members the ability to purchase commercial grade park and playground equipment with installation that meets current Consumer Product Safety Commission (CPSC) standards and guidelines. The Contracts provide a range of different products and manufacturers. The Contractors have the capability to furnish equipment and installation services statewide and each of the Contractors have the ability to provide custom design and manufacturing per quote. State agencies and members of the State's CPV program may purchase equipment without installation if agreeable to both parties. The State agencies and/or CPV members, hereinafter referred to as Owner.

The Contracts include the following categories of park and playground equipment: playground equipment for ages 2-5, playground equipment for ages 6-12, site furnishings, surfacing materials, and other related products to park equipment. See Contractors individual pages for catalog and specific equipment information.

Special requirements for the use of these contracts include prevailing wages for state and federal funded projects, payment and performance bonds, and Builder's Risk Insurance.

Prices. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

Prevailing Wages.

All State funded or partially State funded work against this contract is subject to the prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Work under this contract includes, but is not limited to, [Labor Class Code 101 Laborers](#), and [704 Carpenters](#).

The Contractor and Subcontractor shall furnish to the ordering entity all payrolls, of all workers on the project, via email as attachments, to the email address provided on the purchase order. If an email address is not included on the purchase order, contact the ordering entity to obtain the appropriate email address.

The Contractor and Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within fourteen (14) days after the end of each pay period. The forms are available on the [Office of State Procurement \(OSP\) website](#), under Step 3: Compliance Documents. No other payroll forms will be accepted to meet this requirement.

The Contractor and Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF format. The subject line of the email must provide the company name, contract/purchase order number, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages [here](#).

For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

Federal Davis-Bacon Prevailing Wage.

Federally funded or partial federally funded projects are subject to the Davis-Bacon Act which requires that all contractors and all tier of subcontractors performing on federally funded projects (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

If a project is federally funded and Davis-Bacon prevailing wages are required, the ordering entity shall notify the contractor of this requirement upon a request for quotation. The ordering entity must download the Davis-Bacon wage determination for the county in which the project will take place. See Federal Wage Determinations at [Davis-Bacon Wage Determinations | U.S. Department of Labor](#). If State and federal funds are being used to fund a project both State and federal prevailing wage requirements and wage rates must be included on the order. If the Davis-Bacon hourly rate classification is higher than the State's prevailing wage classification contractors may adjust their labor rate per classification.

Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

Products containing PFAS. The Contractor must comply with [Amara's Law \(Minn. Stat. § 116.943\)](#), which took effect in Minnesota January 1, 2025. The law applies all products sold or distributed under the contract and prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota. Ordering entities may request documentation anytime throughout the contract term.

CPV Requirements.

CPV members are responsible to confirm if they are subject to rules, regulations, or ordinances which establish the prevailing wage rate as defined in Minn. Stat. § 177.42.

Payment and Performance Bonds.

The Contractor must have the capability to provide a payment and performance bond per project (furnish equipment and installation) if a project is estimated to be **\$175,000.00** or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Obligee.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by

the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

Exhibit C: Specifications, Duties, and Scope of Work.

Insurance Requirements. The Office of State Procurement has on file a Certificate of Insurance for Commercial General Liability, Automobile Liability and Worker's Compensation. Upon request from an owner, the Contractors have agreed to furnish a certificate of insurance listing the owner as an additional insured.

Additional insurance requirements include:

- Liability for volunteer installation. It will be the owner's responsibility to seek guidance and permission from their Risk Management Department prior to any volunteer performing installation labor. The State will not be held liable for any claims which may arise from injuries of volunteer labor.
- Builder's Risk insurance.
 - CPV Members: must consult with their Risk Management Department to determine if Builder's Risk is to be required. If required, the CPV Member is responsible for informing the Contractor that the cost of the Builder's Risk insurance is to be included in their quotation.
 - State Agencies: Builder's Risk is waived for projects less than \$50,000. For projects that are \$50,000 and greater, the Contractor is required to provide Builder's Risk. State agencies are responsible for informing the Contractor that the cost of the Builder's Risk insurance is to be included in their quotation. State agencies must collect the Builder's Risk Certificate of Insurance prior to issuing a purchase order.

Contract Pricing.

In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. **Prices listed within Exhibit D are maximum prices.** Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

Discount-off List Pricing.

Prices offered for equipment are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer – OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

| Product | Vendor Cost from Supplier | Discount-off List Offered | Computation | State Contract Price |
|------------|---------------------------|---------------------------|--|----------------------|
| XYZ Tablet | \$300.00 | 3.5% | $\$300.00 - (300 \times 0.035) = \289.50 | \$289.50 |

Cost-Plus Pricing. Cost is defined as the actual cost the Contractor pays the supplier for goods or services the State orders, minus any applicable taxes. Only costs specifically detailed in the billing statement, quote, or invoice from the supplier will be subject to the cost-plus percentage detailed on Contract. If a quote is issued, the invoice price cannot exceed the quoted price.

The product purchase price from the supplier must be verifiable with a quote, billing statement, or invoice upon request from the State or Ordering Entity.

The cost-plus pricing must be computed in the same manner as shown in the example below:

| Product | Vendor Cost from Supplier | Cost Plus % Offered | Computation | State Contract Price |
|------------|---------------------------|---------------------|------------------------------------|----------------------|
| XYZ Tablet | \$300.00 | 3.5% | $\$300.00 \times 1.035 = \310.50 | \$310.50 |

Equipment Installation Services.

Equipment requiring installation shall be performed by certified manufacturer's installers. Installation work must meet the standards established by the terms, specifications, drawings, and construction requirements per each project. Work performed must also meet the manufacturer's specifications and industry standards requirements.

The equipment installation shall be based on a not to exceed fixed percentage rate of the total dollar amount of equipment per order proposed. The percentage rate shall be calculated based on the retail list price of equipment then the discount off list applied for the actual cost of equipment multiplied by the installation rate percentage.

Example: \$100,000 retail list price x 6% (discount off list) = \$94,000 (actual cost of equipment) x installation rate percentage (installation rate percentage example 15%) 15% = \$14,100 price for equipment installation.

Surfacing installation pricing shall be per cubic yard or square foot.

The installation not to exceed fixed percentage rate shall not include site preparation and development, offloading equipment, storage, security, mobilization, mileage, per diem, bonds or permits. Mileage, mobility, and lodging shall be pursuant to Exhibit D: Pricing, item no. 1.10 and 1.11. Installation rates shall assume that the installation site is fully prepared, level, and accessible.

Project specific work may include, but is not limited to, the removal and reinstallation of playground equipment, surfacing, borders, fencing, etc. Project specific work shall be quoted per project.

Labor. The Contractor's hourly price shall include, but is not limited to, prevailing wage reporting requirements, equipment and tools normally associated with park and playground equipment installation, quoting, CADD drawings or incidental unspecified work (upon written approval by the Owner), etc. The certified prevailing wage rates in effect at the time the solicitation is advertised apply for the duration of the contract.

The Labor rate may be used for providing safety inspections by a Certified Playground Safety Inspector (CPSI) for a one-time safety inspection of existing playground equipment.

The Labor rate may also be used for providing maintenance and repairs that are outside the scope of the warranty.

Permits. Permits required by local authorities shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits if the cost is itemized, and evidence of the permit and its cost is attached to the invoice to the ordering entity. The Contractor, or approved subcontractor, may be required, depending on the scope of work, to obtain all required permits from the Minnesota Pollution Control Agency (MPCA) and local authorities for erosion control of the work site. If required, the Contractor shall be in conformance with MPCA Stormwater Pollution Prevention Plan and all local municipal requirements relating to erosion or compaction damage to soil and sedimentation of surface waters

Contractor pays all freight and adds freight charges to quote/invoice as a separate line item. Freight must be quoted/invoiced as a direct pass-through cost. No markup is allowed on freight. Freight charges invoiced may not exceed the quoted price. Upon request by the ordering entity, the Contractor must furnish third party freight quote and/or invoice.

Competitive Pricing. The State reserves the right to require Contractors to secure competitive bids for materials being furnished, or if there are multiple Contractors assigned to a county, the State reserves the right to obtain a written price quote from multiple Contractors. If the Contractor is required to secure competitive bids for materials, the State may request to review documentation to verify that competitive procurement practices have been used.

Taxes.

- **Furnishing Product Only. DO NOT** add sales tax to the prices being offered. Effective July 1, 1995, State Agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. Although it is not required by the Department of Revenue, State Agencies will complete and submit the ST3 Form to the vendor upon request. See [Minnesota Department of Revenue](#).
- **Furnishing and Installing Product.** The State's Direct Pay permit will not apply for orders against a contract awarded through this solicitation. The Responder must include in their response prices any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized. If orders

are issued by CPV members, the Contractor should confirm all of the tax requirements with the ordering entity.

Mileage. The State will pay mileage when travel to and from the job site exceeds 100 miles round trip per day (i.e. accumulated mileage). Each mile exceeding 100 accumulated miles per day may be charged the per mile rate. The accumulated mileage will be determined using the Contractor's closest dispatch center/service location to the job site. The State reserves the right to use Google Maps™ to determine mileage. The State will not pay mileage, labor costs, or any overtime labor associated with travel to pick up materials.

The Mileage reimbursement has been divided into two types of vehicle classifications per [MnDOT Vehicle Classifications](#)

Passenger Vehicles: Reimbursement shall be per the current State of Minnesota Commissioner's Plan.

Type 1 - Motorcycle

Type 2 – Car

Type 3 - Truck Van

Single Units: Responder shall provide a multiplier that will be used to multiply the most current mileage rate from the State of Minnesota [Commissioner's Plan](#) (.585 effective 01/01/2022) to determine the contractor's reimbursable mileage rate for Single Unit vehicles.

Type 4 – Bus, Truck with Trailer

Type 5 – 2 Axle Single Unit

Type 6 – 3 Axle Single Unit

Type 7 – 4+ Axle Single Unit

The Responder will provide a mileage rate multiplier that will be used to calculate the Contractor's total reimbursable mileage rate for this contract.

Formula used to calculate total reimbursable mileage rate:

(Current Mileage Rate) x (Mileage Rate Multiplier) = (Reimbursable Contract Mileage Rate)

Example: \$.585 x 2.00 = \$1.17 is the reimbursable mileage rate

The current mileage rate can be found on the State of Minnesota Commissioner's Plan, posted on the [Office of State Procurement \(OSP\) website](#).

State of Minnesota Commissioner's Plan mileage rate will be adjusted annually, but the mileage rate multiplier will not be allowed to increase over the life of the Contract. However, if the Contractor wishes to decrease the multiplier, the State will accept this by executing a Contract Amendment and the decrease must be offered to all users of the Contract.

Mobilization.

The mobilization rate provided on the Price Schedule includes costs to mobilize personnel and equipment to the project site including set-up and tear-down. The State will pay only one mobilization charge per project.

Any mobilization or mileage costs exceeding the quote amount agreed upon must be approved in writing by the ordering entity before being charged.

Travel.

Only expenses detailed on the Price Schedule or per the State of Minnesota Commissioner's Plan will be allowed under the Contract. Any agreed upon charges for travel mileage rates, lodging, and meal expenses are per the current State of Minnesota Commissioner's Plan, posted to the [Office of State Procurement \(OSP\) website](#).

Per Diem costs for meals may be charged for a project but require prior written approval from the ordering entity. Per Diem for meals must be estimated and included as part of the quote. The State is to be billed at the actual cost or the maximum reimbursement amount, whichever is less. The State may require receipts for any meal reimbursement requested by the Contractor under the provisions of the Contract.

The State will pay mileage to and from the work site from the Contractor's closest dispatch center/service location. The State reserves the right to use Google Maps™ to determine mileage. The State will not pay any mileage, labor costs, or any overtime associated with travel to pick up materials.

Alternative to mileage costs, the State will pay for lodging costs at hotel and motel accommodations that are reasonable and consistent with the lodging facilities available in the area of the project. A lodging cost may not be charged on the same day mileage costs are charged. The decision to apply a mileage cost or lodging cost on a particular day of the project must be made at the time of issuing a quote and agreed upon by the ordering entity. Any mileage or lodging costs exceeding the quote amount agreed upon must be approved in writing by the ordering entity before being charged.

DEFINITIONS FOR USE WHEN PROVIDING PRICING. All times listed are Central Time.

A. Regular Time

- Monday through Friday: 7:00 a.m. through 5:30 p.m.

B. Non-Regular Time

- Monday through Thursday: 5:31 p.m. through 6:59 a.m.
- 5:31 p.m. (Friday) through 6:59 a.m. (Monday) and State Designated Holidays.
- The following days are defined as State Designated Holidays:

New Year's Day
President's Day
Independence Day
Veteran's Day
Day after Thanksgiving

Martin Luther King Jr. Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

VERIFYING THE CONTRACT PRICES.

The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the three steps detailed below.

1. Locate the appropriate price list below.
2. Calculate the Contract Price by applying the Percentage Discount Off of the Appropriate List Price to the appropriate Price List.
3. Confirm the price offered is equal to, or lower than, the price calculated in Item 2.

The Contract(s) includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours is properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

The Contract(s) includes COST-PLUS PRICING. To calculate the Contract Price, follow these four steps:

1. Request a copy of the supplier invoice or supplier quote from the Contract Vendor.
2. Locate the Contract Vendor's Percentage Mark-up detailed herein (or wherever it can be found on the Contract Release).
3. Apply the Contract Vendor's Percentage Markup to the cost identified in Item 1.
4. Confirm the price offered is equal to, or lower than, the price calculated in Item 3.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

CONTRACTOR.**CONTRACT NO.****PAYMENT TERMS.****COMMERCIAL RECREATION
SPECIALISTS****218097****Net 30**807 Liberty Drive
Ste 101
Verona, WI 53593**Contact for placing orders:** David Romens, David.romens@crs4rec.com
Donna Komassa, donna@crs4rec.com**Phone No.:** 877-896-8442**Vendor No.:** 0000273316**Contractor Website:** <https://crs4rec.com/>**Exhibit D Price Schedule:**[https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-exhibitd-priceschedule.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-exhibitd-priceschedule.pdf)**Price Lists.****Big Toys:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495bigtoys_218097_pl2024.xlsx**Harmony Freenotes:**https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495freenotesharmonypark_218097.xlsx**Madrax:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495madrax_218097_pl2024.pdf**NRS:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495nrs_218097_pl2024.xlsx**PPS:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495playparkstructures_218097_pl_msrp.xlsx**PPS Parts:** [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-ppsparts-pricelist.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-ppsparts-pricelist.pdf)**Thomas-Steele:** [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-thomassteele-pricelist.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-thomassteele-pricelist.pdf)**Ultra-Play:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495ultraplay_218097_pl2024.xlsx**Ultra-Site:** [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-ultrasite-pricelist.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-ultrasite-pricelist.pdf)**Vortex:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495vortex_218097_usdpl2024_r1.pdf**Wibit:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495wibitz_218097_plandcatalog.pdf**WXLine:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495wxline_218097_2024retailpl.xlsx**Catalogs.****Big Toys:** [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec_bigtoys_catalog.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec_bigtoys_catalog.pdf)**Harmony Freenotes:**[https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-harmonyfreenotes-catalog.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-harmonyfreenotes-catalog.pdf)**NRS:** https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495nrs_218097_catalog.pdf**Play and Park:** [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-parkandplay-catalog.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-parkandplay-catalog.pdf)**Ultra-Play:** [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-ultraplay-catalog.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-ultraplay-catalog.pdf)

Ultra-Site: [https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949\(5\)commercialrec-ultrasite-catalog.pdf](https://osp.admin.mn.gov/sites/osp/files/2022-11/p-949(5)commercialrec-ultrasite-catalog.pdf)

Vortex: https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495vortex_218097_catalog.pdf

Wibit: https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495wibitz_218097_plandcatalog.pdf

WXLine: https://osp.admin.mn.gov/sites/osp/files/2024-03/p-9495wxline_218097_catalog2024.pdf

Approved Subcontractors: https://osp.admin.mn.gov/sites/osp/files/2023-09/p-949landscape_subcontractors.pdf

Section 12, Item C.

COMMERCIAL RECREATION SPECIALISTS

Sales Order

Sales Order Number: 0026604
Sales Order Date: 1/27/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To :

City of St. James
1205 6th Avenue South
Saint James, MN 56081

Ship To :

City of St. James Municipal Pool
11 Tiell Drive
Saint James, MN 56081

| Customer ID | Customer PO Number | Sales Rep Name |
|----------------------|--------------------|----------------|
| CITY OF ST. JAMES MN | | Jeff Corniea |
| Required By Date | Shipping Method | Payment Terms |
| 5/23/2025 | BESTWAY | SEE BELOW |

| Item | Description | Quantity | Unit Cost | Amount |
|--------------------|---|----------|-----------|-----------|
| | CITY POOL PARK SPLASHPAD | | | |
| VO VOR-0622 | Activator N°4 | 1.00 | 3,470.00 | 3,470.00 |
| VO VOR-7548 | Leaf N°1 | 1.00 | 8,580.00 | 8,580.00 |
| VO VOR-0555 | Aqua Dome N°1 | 1.00 | 3,280.00 | 3,280.00 |
| VO VOR-3000 | Spraylink Jet N°1 | 4.00 | 380.00 | 1,520.00 |
| VO VOR-7578 | SunSpray N°1 | 1.00 | 8,800.00 | 8,800.00 |
| VO VOR-7792 | Butterfly N°1 | 1.00 | 7,850.00 | 7,850.00 |
| VO VOR-7127 | Pico N°1 | 1.00 | 5,390.00 | 5,390.00 |
| VO VOR-7250 | Cascade Loop | 1.00 | 12,710.00 | 12,710.00 |
| VO VOR-7553 | Loop Cannon N°2 | 2.00 | 6,230.00 | 12,460.00 |
| VO VOR-3002 | Spraylink Arch | 4.00 | 380.00 | 1,520.00 |
| VO VOR-7541 | Flower N°9 | 1.00 | 14,570.00 | 14,570.00 |
| VO VOR-3006 | Spraylink Bloom | 1.00 | 410.00 | 410.00 |
| VO VOR-3007 | Spraylink Fountain | 1.00 | 410.00 | 410.00 |
| VO VOR-1004 | Playsafe Drain N°4 | 2.00 | 1,570.00 | 3,140.00 |
| VO VOR-101143-304L | Installation Kit Safeswap No1 | 5.00 | 1,190.00 | 5,950.00 |
| VO VOR-122967-304L | Large Safeswap Spray Cap Kit | 5.00 | 1,024.00 | 5,120.00 |
| /DISCOUNT | 2% MN STATE CONTRACT DISCOUNT SWIFT #218097 - \$93,612.00 Retail Value | 1.00 | 1,903.60- | 1,903.60- |
| VO VOR-8543.0000 | Custom WDS SmartFlow Command Center, Cabinet, WDS ECCC 2.0, Pressure Regulator, 20 Valve Lines With Ball Valves, 2 x 2" Inlet, Flow-Through, MaestroPro Controller, 120V | 1.00 | 30,060.00 | 30,060.00 |

Continued

Amanda Knoll
Amanda Knoll, City Manager
2.4.25

Sales Order

Sales Order Number: 0026604
Sales Order Date: 1/27/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To :

City of St. James
1205 6th Avenue South
Saint James, MN 56081

Ship To :

City of St. James Municipal Pool
11 Tiell Drive
Saint James, MN 56081

| Customer ID | Customer PO Number | Sales Rep Name |
|----------------------|--------------------|----------------|
| CITY OF ST. JAMES MN | | Jeff Corniea |
| Required By Date | Shipping Method | Payment Terms |
| 5/23/2025 | BEST WAY | SEE BELOW |

| Item | Description | Quantity | Unit Cost | Amount |
|--|---|----------|------------|------------|
| VO VOR-12070 | Price Adjustment for 2025 Purchase | 1.00 | 6,180.00 | 6,180.00 |
| /FREIGHT | Early Embed Freight | 1.00 | 1,075.00 | 1,075.00 |
| /FREIGHT | Feature & Mechanical Freight | 1.00 | 5,495.00 | 5,495.00 |
| /99999 SPLSHPD | Payment & Performance Bonds Installation | 1.00 | 9,600.00 | 9,600.00 |
| CRS SRV LABOR-SPLASHPAD | Labor & Materials - See Attached Scope of Work Dated 9/18/24 | 1.00 | 184,218.00 | 184,218.00 |
| IMPORTANT NOTES: * Above pricing does not include receiving, off-loading, or storage of equipment prior to installation. * Current manufacturing lead time is ~ 7 to 8 weeks after receipt of order and all necessary items required for production purposes. * Sales Tax will be added if a Tax-Exempt form, Resale Certificate, or Capitol Improvement form are not provided at the time of purchase. * Freight is based on current quoted rates and is subject to change. Actual freight fees will be reflected on the final invoice. * Equipment and labor pricing is valid for 30 days. | | | | |
| TERMS: | | | | |

Continued

Section 12, Item C.

COMMERCIAL RECREATION SPECIALISTS

Sales Order

Sales Order Number: 0026604
Sales Order Date: 1/27/2025

Commercial Recreation Specialists
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| 5/23/2025 | BESTWAY | SEE BELOW |

| Item | Description | Quantity | Unit Cost | Amount |
|------|---|----------|-----------|--------|
| | * EQUIPMENT TO BE INVOICED UPON SHIPMENT – NET 30 DAYS * INSTALLATION TO BE INVOICED UPON SUBSTANTIAL COMPLETION – NET 30 DAYS | | | |

Note: Please review the above information carefully. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your deposit and approval. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method.

Net Order: 329,904.40

Freight: 0.00

Sales Tax: 0.00

Order Total: 329,904.40

Donna



COMMERCIAL RECREATION SPECIALISTS

City of St. James City Pool Splashpad Installation Scope of Work 9/18/24

Scope:

- Set and connect drain lines to stubbed storm sewer drain lines by others. Stubbed pipes to be brought in the container under the drain as deep as you can go.
- Provide concrete foundations for Vortex water features.
- Set SafeSwap foundations, SafeSwaps, and embedded water features according to manufacturer's written instructions.
- Provide and install control cabinet and drain down pit.
- Provide and install manifold command center and pressure regulator.
- Provide and install conduit to Activators and pull Vortex wire to controller.
- Provide and install pipe material between manifold and water features.
- Pressure test fittings and piping.
- Install 3/8" gravel/stone chips around piping.
- Install concrete Splashpad deck and sidewalk per plan. Concrete to be standard grey mix, 6" thick, #4 rebar on 12" centers, medium broom finish, saw cut.
- Provide cure and seal for concrete deck.
- Provide site electrical with permit and inspections. Electrical to be brought from pool pump area.
- Install Splashpad in accordance with contract documents (shop drawings, P&E, etc.).
- Flush system with water to eliminate any construction debris.
- Conduct system test.
- Adjust water features' water flow to required flow rate.
- Provide laminated diagram of the manifold chart for the mechanical room.
- Provide a start-up and operation training. This is required to happen on the same day/same trip as the installation of the vertical features.
- Provide a Winterization training on site after Labor Day of the installation year, but before November 1st of the installation year.

Exclusions & Owner/GC Responsibilities:

- Receiving, offloading, and storage prior to installation.
- Site security.
- Private/Public utility locate required (unmarked utilities responsibility of Owner/GC).
- Staking of Splashpad location and elevations provided by owner.
- Permits and permitting fees not stated above.
- Provide and install water meter and backflow preventer.
- Backflow preventer certification.
- Deliver/provide all equipment to the site prior to CRS arrival.
- Water line plumbed to backflow preventer near the Splashpad manifold Cabinet and ready to be turned on.
- Area inside Splashpad excavated to 18" below final grade.
 - Excavated to 24" below final grade for Splashpads/areas with Lumiflow water features.
- Site restoration to include backfill, final grading, removal of spoils, and any seeding or landscaping.
- Removal of debris and packaging material or provide a dumpster for disposal of debris and packaging material.



Section 12, Item C.

COMMERCIAL RECREATION SPECIALISTS

Sales Order

Sales Order Number: 0026604
Sales Order Date: 1/27/2025

Commercial Recreation Specialists
807 Liberty Dr., Ste 101
Verona, WI 53593-9160
Ph: (877) 896-8442 Fx: (608) 848-8782
43-2046045

Bill To :

City of St. James
1205 6th Avenue South
Saint James, MN 56081

Ship To :

City of St. James Municipal Pool
11 Tiell Drive
Saint James, MN 56081

Terms and Conditions

- When Installation or site work is specified in the proposal or quote, site security is not included. The customer is responsible for ensuring security during the project when Commercial Recreation Specialists, Inc. is not present installing the specified system and immediately upon completion of the installation. In the event of vandalism or unexpected damage, Commercial Recreation Specialists, Inc. reserves the right to charge the customer for repairs and/or replacement goods.
- This proposal or quote may be withdrawn if not accepted within thirty (30) days of its issuance. Commercial Recreation Specialists, Inc. will consider reasonable revisions to this proposal included in the terms of a subcontract provided it accurately incorporates the terms and conditions of this proposal. A proposal or quote not accepted within thirty (30) days will be subject to price escalation for Installation materials, equipment, and freight. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.'s administrative time of compliance.
- When Installation or site work is specified in the proposal or quote, all work shall be performed according to industry standards. Areas in which Commercial Recreation Specialists, Inc. Installation Team will be working shall be free and clear of all debris and accessible to any/all equipment necessary to perform the proposed work. Commercial Recreation Specialists, Inc. assumes the site is buildable and has suitable subsurface conditions to allow the proposed construction.
- Unless waived in writing by Commercial Recreation Specialists, Inc., any changes to the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order.
- Commercial Recreation Specialists, Inc. is not responsible for any delays due to strikes, accidents, weather, acts of God, and/or other delays beyond the control of Commercial Recreation Specialists, Inc. Commercial Recreation Specialists, Inc. is not responsible for any damages due to any of the above or similar causes outside of its control.
- Commercial Recreation Specialists, Inc. is not responsible for receiving, off-loading, storage, installation, project management or coordination, piping, anchor bolts, concrete, surfacing, electrical, plumbing, bonding, bonding payment, geotechnical survey work, excavation, removal of existing materials, removal of debris and packaging material, site restoration, permits permit fees, stamped drawings or Health department approval unless otherwise specified in the above proposal or quote.
- The Customer is responsible for inspecting all deliveries for damage, noting any damage on the bill of lading, and notifying Commercial Recreation Specialists, Inc. within one (1) day of receiving.
- If applicable, sales tax has been included and will only be removed upon presentation of a Tax-Exempt form, Resale Certificate, or Capitol Improvement form. In the event any assertion of tax-exempt status is later denied by a taxing authority, the buyer will be responsible for the unpaid tax and any penalties and interest charges.
- Freight shown is an estimate based on current quoted rates and is subject to change. Actual freight costs will be charged at the time of shipment and will be included on the final invoice applicable, the buyer is responsible for customs fees, duties, or taxes assessed by any port of entry.
- When Installation or site work is specified in the proposal or quote, Commercial Recreation Specialists, Inc. is not responsible for private or public utility charges to locate services unless otherwise specified in the proposal or quote. Private and public utility efforts to locate services need to be completed and marked before Commercial Recreation Specialists, Inc. arrives site. Commercial Recreation Specialists, Inc. is not responsible for damage to or repair of unmarked utilities.
- The Customer is responsible for ensuring the scope of work in the quote or proposal meets all local standards and codes and that all required approvals and permits have been obtained unless otherwise noted in the quote or proposal. This responsibility also extends to any changes requested.
- Commercial Recreation Specialists, Inc. warrants all its labor and workmanship under the attached proposal's scope of work for a period of one (1) year from the date of substantial completion.
- Any requested special or custom modifications and/or alterations made to products installed by Commercial Recreation Specialists, Inc. may void and null warranties provided by the manufacturer.

October 7, 2025

ITEM: New Business – Resolution 10.25.02: Granting Signage Approval Relating to 1101 Moulton and Parsons Drive

BACKGROUND: The attached resolution grants approval to erect two free-standing signs at 1101 Moulton and Parsons Drive. The application proposes replacing existing signage and the addition of another sign at the corner of 7th Street South and 13th Avenue South.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 10.25.02

**RESOLUTION GRANTING SIGNAGE APPROVAL RELATING TO
1101 MOULTON AND PARSONS DRIVE**

WHEREAS, Mayo Clinic St. James (“Applicant”) submitted an application requesting signage approval for property located at 1101 Moulton and Parsons Drive which is legally described as follows (“Property”):

**LOT ONE (1), BLOCK ONE (1), WATONWAN HEALTHCARE
FOUNDATION TO THE CITY OF ST. JAMES,
WATONWAN COUNTY, MINNESOTA**

WHEREAS, the subject property in a B-4 “Highway Commercial Business District”; and

WHEREAS, the Applicant seeks approval to erect two free-standing signs; and

WHEREAS, St. James City Code §156.033 requires that the plan of the proposed sign be received by the Planning and Zoning Commission, and approved by the City Council; and

WHEREAS, the Planning and Zoning Commission made its decision in this matter based on the documentation set forth at the time of the September 29, 2025, meeting; and

WHEREAS, the meeting was open to the public and there were no comments on the application; and

WHEREAS, based upon the factual findings, the Planning and Zoning Commission has come to the following conclusion:

- 1) It was the finding of the Planning and Zoning Commission that the sign permit should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA, as follows:

- 1) The City of St. James is hereby granting signage approval to Mayo Clinic St. James, located at 1101 Moulton and Parsons Drive.

Adopted by the City Council this 7th day of October 2025.

Christopher Whitehead, Mayor

Attest:

Kristin Hurley, City Clerk - Treasurer

Published: _____

Filed: _____

Effective Date: October 7, 2025

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members

FROM: Brianna Sanders, Zoning Administrator

DATE: September 29, 2025

RE: Sign Permit – 1101 Moulton and Parsons Dr

Applicant

MAYO CLINIC ST JAMES
CONTACT: ELLIE WOLLE @ ROBERT W CARLSTROM INC
ADDRESS – 906 10TH AVE SOUTH

Request

The applicant is requesting a sign permit to replace one free-standing sign with illumination and erect one new free-standing sign. The sign will display the organizational name of “Mayo Clinic Health Systems” with directional signs.

Proposal

Applicant desires to erect two free standing signs.

Location

The property is located in a Highway Commercial Business District (B-4). The surrounding zoning designations include B-4 (north, east, south, west)

Existing Land Use

The parcel was being used for a hospital facility.

City Code

Section 156.002 defines an on-premise sign, which is proposed, as a sign advertising a business, commodity, service, or entertainment, offered upon the same premises on which the sign is located.

§ 156.033 SIGNS.

(C) *Permit required for signs.* A permit shall be required to erect any sign in the city, unless exempted above. No sign shall be erected by any person until the plan for the proposed sign has been received by the Planning and Zoning Commission, and approved by the Council. Permit fees shall be determined by the Council.

(N) *Monument signs.*

(1) *Definition.* A freestanding sign, in which the entire base of the sign structure is in contact with the ground, providing a solid, and continuous, background for the sign face that is the same width as the sign from the ground to the top of the sign. The base of the sign shall be constructed of a permanent material, such as concrete block or stone, shall be considered a **MONUMENT SIGN**.

al shroud. A piece of metal which is used to conceal, and screen, the support structure of a monument sign.

(3) *Monument sign area.* The advertising area of a monument sign.

(4) *Prohibited signs.* The following signs are prohibited by this section:

(a) Signs that resemble any official marker erected by a government agency by reason of position, shape, or color, which interferes with the proper function of a traffic sign, signal, or be misleading to vehicular traffic;

(b) Signs within a public right-of-way or easement, except for signs installed by governmental entities;

(c) Signs attached to rocks, trees, fences, or utility poles. Signs on fences denoting safety hazards will be allowed;

(d) Signs of a rotating beam or flashing illumination;

(e) Signs advertising by letters, words, or figures painted upon any sidewalk within the city;

(f) Advertising signs painted on any exterior building surface;

(g) Rotating signs;

(h) Signs painted, or attached, to vehicles where the vehicle is parked on a property, and not intended to be moved for a period of 48 hours, or more. At all times, vehicles containing advertising and/or signage shall not be parked along the property frontage;

(i) Roof signs;

(j) Temporary signs which advertise a business, product, or service which is not produced, or conducted, on the zoning lot upon which the sign is located; and

(k) Signs which project over the public right-of-way.

(5) *Construction of monument signs.* Monument signs shall be constructed with the entire bottom of the sign structure in contact with the ground. The bottom two feet of the sign shall either be Kasota stone, precast concrete, brick, or landscaping masonry blocks that are earth tone colors, unless otherwise provided for. A solid, continuous background area should be provided from the ground to the top of the sign via a combination of either Kasota stone, precise concrete, brick, stone, landscaping blocks, or metal shroud which matches the appearance, and color, of the principal building.

(6) *Ground area.* The ground area around the base, or base of the sign, of the monument in ground/pylon sign shall be landscaped with shrubs and ground cover equal to the area of 50% of the sign base. The landscaping shall consist of shrubs and ground covers that can withstand the environmental conditions of the site, and will provide season interest.

(7) *Business and industrial districts.* Monument signs will be permitted in business and industrial districts within the city when in compliance with all other zoning provisions and regulations. The maximum total signage area of all signs and franchise architecture should not exceed more than two times the front lineal footage of the lot.

(8) *Dimensions, placement of monument signs.*

(a) Monument signs greater than eight feet in height shall be constructed with the entire bottom of the sign structure in contact with the ground. The bottom two feet of such signs shall be Kasota stone, precast concrete, brick, or landscaping masonry blocks that are earth tone colors. A solid continuous background area should be provided from the ground to the top of the sign either in combination of Kasota stone, precise concrete, brick, stone, landscaping blocks, or metal shroud which matches the appearance, and color, of the principal building.

monument sign height may be 10% of the front lineal frontage of a lot with not less than ten feet required, or more than 15 feet permitted.

(c) No more than one monument sign shall be permitted per zoning lot except through lots.

(d) The square foot area of the sign shall not exceed the front lineal frontage of the zoning lot.

(e) The sign face shall occupy at least 50% of the monument sign.

(f) A landscaping area shall be provided around the base of the sign in accordance with this section.

(g) The sign shall not encroach upon any road right-of-way, and monument signs shall observe the setback regulations set forth within each zoning district.

(h) Multi-tenant business centers will be allowed to have one joint identification monument sign.

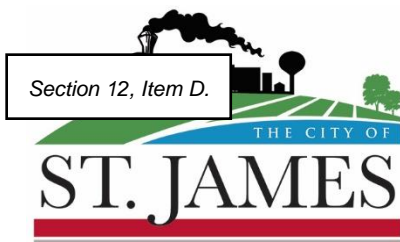
(Prior Code, § 11.70) (Ord. 165, second series, passed 7-5-2000; Ord. 207, second series, passed 9-4-2007; Ord. 26, third series, passed 9-18-2012; Ord. 024, fourth series, passed 5-21-2024)

Recommendations

Staff recommends approval.

Exhibits

Exhibit 7 - Sign Permit Application



CITY OF ST. JAMES

APPLICATION FOR A SIGN PERMIT

Name of Applicant: Ellie Wolle @ Robert W Carlstrom Inc

Address: 1901 Excel Dr

City/State/Zip: Mankato MN 56001

Phone Number: 507-344-4905

Address of Sign (if different from above): Mayo Clinic St. James
1101 Moulton And Parsons Drive, St James, MN 56081

- ☐ Wall sign
- ☐ Wall sign with illumination (lights)
- ☒ Free-standing or monument sign
- ☒ Free-standing or monument sign with illumination (lights)

Application Permit Fee (\$50.00): ☐ PAID Initial by City Staff

The information below can be found on <https://beacon.schneidercorp.com>

Legal Description of Property: WATONWAN HEALTHCARE FOUNDATION LOT-001 BLOCK-001

Parcel ID 206500100

Evidence of ownership or enforceable option: ☐ submitted ☐ not submitted

Current Zoning District of Property: B-4

Provide a brief narrative description of the existing signage on-site and of the signage improvements proposed in this application (use a separate sheet of paper if needed):

Replace sign shown below and Additional sign added to the corner of 7th ST S and 13th Ave S

Applicant has provided a photo or drawing of sign. ☐ complete ☐ incomplete

Sketch Plan Submitted on: / / Value of proposed work: \$10,000

Dimensions of Sign: 36x36 & 49x84

Sketch Plan information to be provided:

1. North arrow and parcel boundaries drawn to scale (preferably 1"=100')
2. Location of existing buildings, their size, use, and setbacks from parcel boundary lines, existing signage on site, existing driveway locations, existing streets/roads on or immediately adjacent to the parcel, existing easements, power utility poles/underground utility lines on or serving the parcel, and existing parcel areas
3. Location of proposed signage, the type of signage carrier (freestanding, attached to building), the message display area, a description of any proposed lighting if external lighting sources are to be used, the location of the lighting source, and distances of all signage elements from parcel boundary lines;
4. A line drawing of the new sign, message display area, with dimensions
5. Identification of adjacent landowners

Information supplied was: ☐ complete ☐ incomplete _____ initialed by City Staff

The above information and attached drawing of request are true and correct to the best of my knowledge.

Date

Signature of Person Filing Application

Last revised 2/13/2023

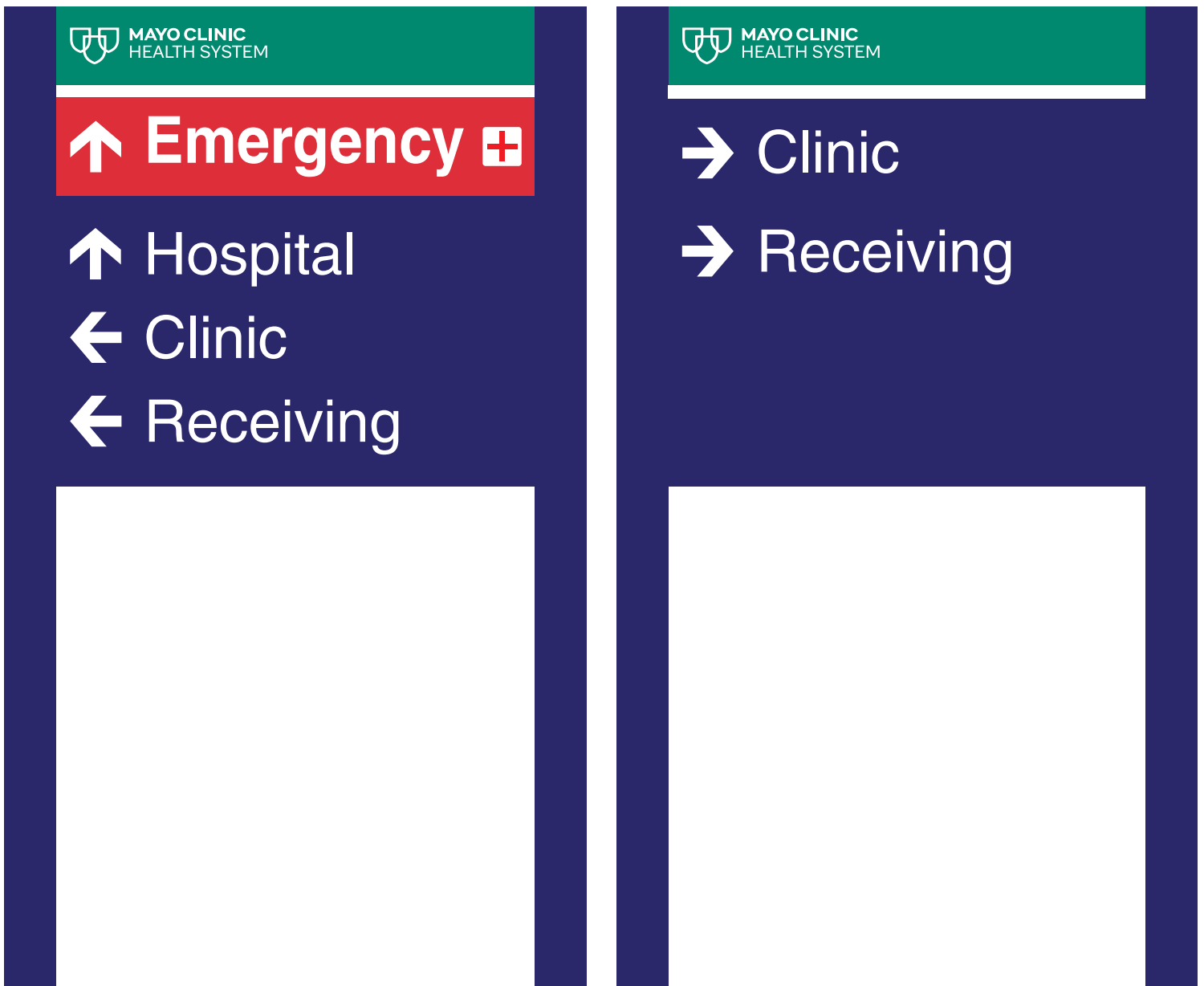


Current Sign to be replace



New Sign

36x36 postSigns_ mayo_rw carlstrom 25



October 7, 2025

ITEM: New Business – Resolution 10.25.03: Granting a Lot Division for a Property Located at 401 1st Avenue South

BACKGROUND: The attached resolution grants approval to divide property into three parcels; Tract A, Tract B, and Tract C. Tract C is intended for business purposes. Tract A and Tract B are intended to be used for parking.

STAFF RECOMMENDATION: Approve/Deny Resolution.

[INTENTIONALLY LEFT BLANK]

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 10.25.03

**RESOLUTION GRANTING A LOT DIVISION FOR A PROPERTY
LOCATED AT 401 1ST AVENUE SOUTH**

WHEREAS, Jesika Becker (“Applicant”) submitted an application requesting the approval of a lot division of the property owned by the Applicant located at 401 1st Avenue South which is legally described as follows (“Property”):

“SEE EXHIBIT A”

WHEREAS, a public hearing before the St. James Planning Commission was held September 29, 2025, for the purpose of hearing the request from the Applicant to allow for the division of the Property located in a General Business District (B-3); and

WHEREAS, the proposed lot division will divide the Property into three parcels. Tract A will contain 0.203 acres, Tract B will contain 0.051 acres, and Tract C will contain 0.122 acres described as follows:

“SEE EXHIBIT B”

WHEREAS, the Applicant intends to retain Tract C for business purposes and Tract A and Tract B are intended to be used for parking; and

WHEREAS, based upon the factual findings, the Planning Commission has come to the following conclusion:

1. It was the finding of the Planning Commission that the lot division should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, as follows:

1. The City of St. James is hereby granting a lot division at the Property located at 401 1st Avenue South in St. James, Minnesota.

Adopted by the City Council this 7th day of October 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Instrument Drafted By:

City of St. James
1205 6th Ave South
PO Box 70
St. James, MN 56081
(507) 375-3352

Published: _____

Filed: _____

Effective Date: October 7, 2025

“EXHIBIT A”

Lot Six (6), except the East 1 foot thereof, Block Seven (7), City of St. James, Watonwan County, Minnesota; and Lot Four (4), Block One (1), Civic Plaza Subdivision, in the City of St. James, Watonwan County, Minnesota, EXCEPTING THEREFROM the following-described parcel: Beginning at the most Westerly corner of Lot Four (4), Block One (1), Civic Plaza Subdivision in the City of St. James, thence southerly along the westerly line of said Lot Four (4), to the southerly line of said Lot Four (4); thence easterly along said South line of Lot Four (4), 60.00 feet; thence northerly and parallel with said westerly line of Lot Four (4) to the northerly line of said Lot Four (4); thence westerly along said northerly line of Lot Four (4) to the point of beginning.

“EXHIBIT B”

TRACT A

That part of Lot 4, Block 1 of Civic Plaza, City of St. James, Watonwan County, Minnesota, described as follows:

Commencing at the Southwest corner of said Lot 4; thence North 62 degrees 53 minutes 05 seconds East, bearings based on the Watonwan County Coordinate System, NAD83 2011 adjustment, along the south line of said Lot 4, a distance of 60.00 feet to the point of beginning of the tract to be described; thence North 26 degrees 51 minutes 19 seconds West a distance of 29.93 feet to an angle point in the westerly line of said Lot 4; thence North 27 degrees 04 minutes 28 seconds West, along said westerly line, a distance of 52.24 feet to the north line of said Lot 4; thence North 55 degrees 47 minutes 57 seconds East, along said north line, a distance of 100.80 feet to the northeast corner of said Lot 4; thence South 27 degrees 06 minutes 55 seconds East, along the east line of said Lot 4, a distance of 94.60 feet to the southeast corner of said Lot 4; thence South 62 degrees 53 minutes 05 seconds West, along the south line of said Lot 4, a distance of 100.20 feet to the point of beginning, containing 0.203 acres, subject to easements now of record in said county and state.

TRACT B

The North 44.00 feet of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota, as measured radially from and parallel with the northwesterly line of said Lot 6,

EXCEPTING THEREFROM

The East 1 foot of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota.

TRACT C

Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota,

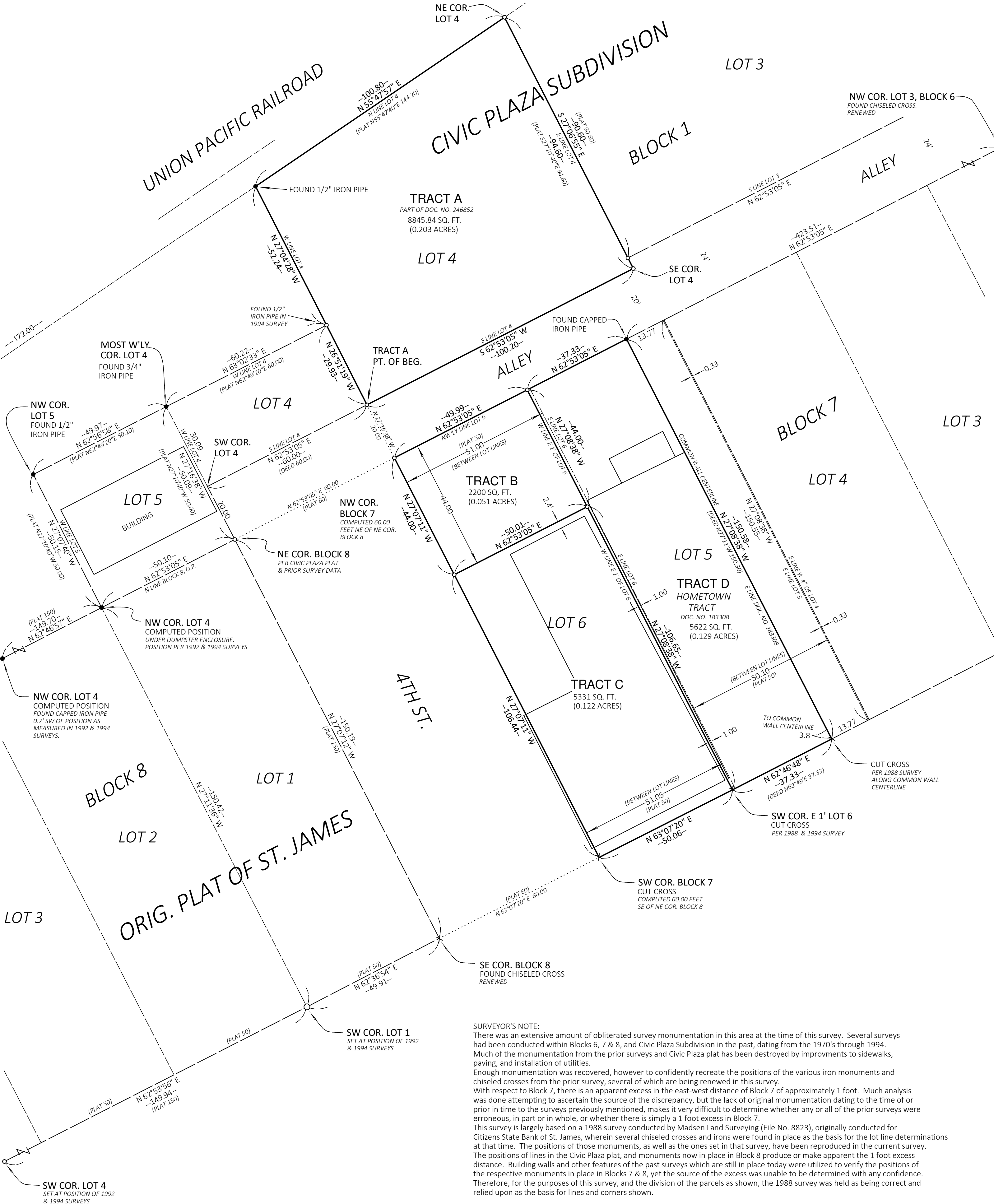
EXCEPTING THEREFROM

The East 1 foot of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota,

AND ALSO EXCEPTING THEREFROM

The North 44.00 feet of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota, as measured radially from and parallel with the northwesterly line of said Lot 6.


SURVEY IN LOTS 5 & 6, BLOCK 7, ORIGINAL PLAT OF ST. JAMES, & LOT 4, CIVIC PLAZA SUBD.,
CITY OF ST. JAMES, WATONWAN COUNTY, MINNESOTA



SURVEYOR'S NOTE:
There was an extensive amount of obliterated survey monumentation in this area at the time of this survey. Several surveys had been conducted within Blocks 6, 7 & 8, and Civic Plaza Subdivision in the past, dating from the 1970's through 1994. Much of the monumentation from the prior surveys and Civic Plaza plat has been destroyed by improvements to sidewalks, paving, and installation of utilities. Enough monumentation was recovered, however to confidently recreate the positions of the various iron monuments and chiseled crosses from the prior survey, several of which are being renewed in this survey.
With respect to Block 7, there is an apparent excess in the east-west distance of Block 7 of approximately 1 foot. Much analysis was done attempting to ascertain the source of the discrepancy, but the lack of original monumentation dating to the time of or prior in time to the surveys previously mentioned, makes it very difficult to determine whether any or all of the prior surveys were erroneous, in part or in whole, or whether there is simply a 1 foot excess in Block 7.
This survey is largely based on a 1988 survey conducted by Madsen Land Surveying (File No. 8823), originally conducted for Citizens State Bank of St. James, wherein several chiseled crosses and irons were found in place as the basis for the lot line determinations at that time. The positions of those monuments, as well as the ones set in that survey, have been reproduced in the current survey. The positions of lines in the Civic Plaza plat, and monuments now in place in Block 8 produce or make apparent the 1 foot excess distance. Building walls and other features of the past surveys which are still in place today were utilized to verify the positions of the respective monuments in place in Blocks 7 & 8, yet the source of the excess was unable to be determined with any confidence. Therefore, for the purposes of this survey, and the division of the parcels as shown, the 1988 survey was held as being correct and relied upon as the basis for lines and corners shown.

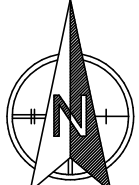
SURVEYED BY: E.M., B.M. DRAWN BY: B.M.

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.


BEN MADSEN, L.S. 50875 DATE: 09-16-2025

FOR: JESIKA BECKER - JIM KROGSTAD FILE NO. 25272

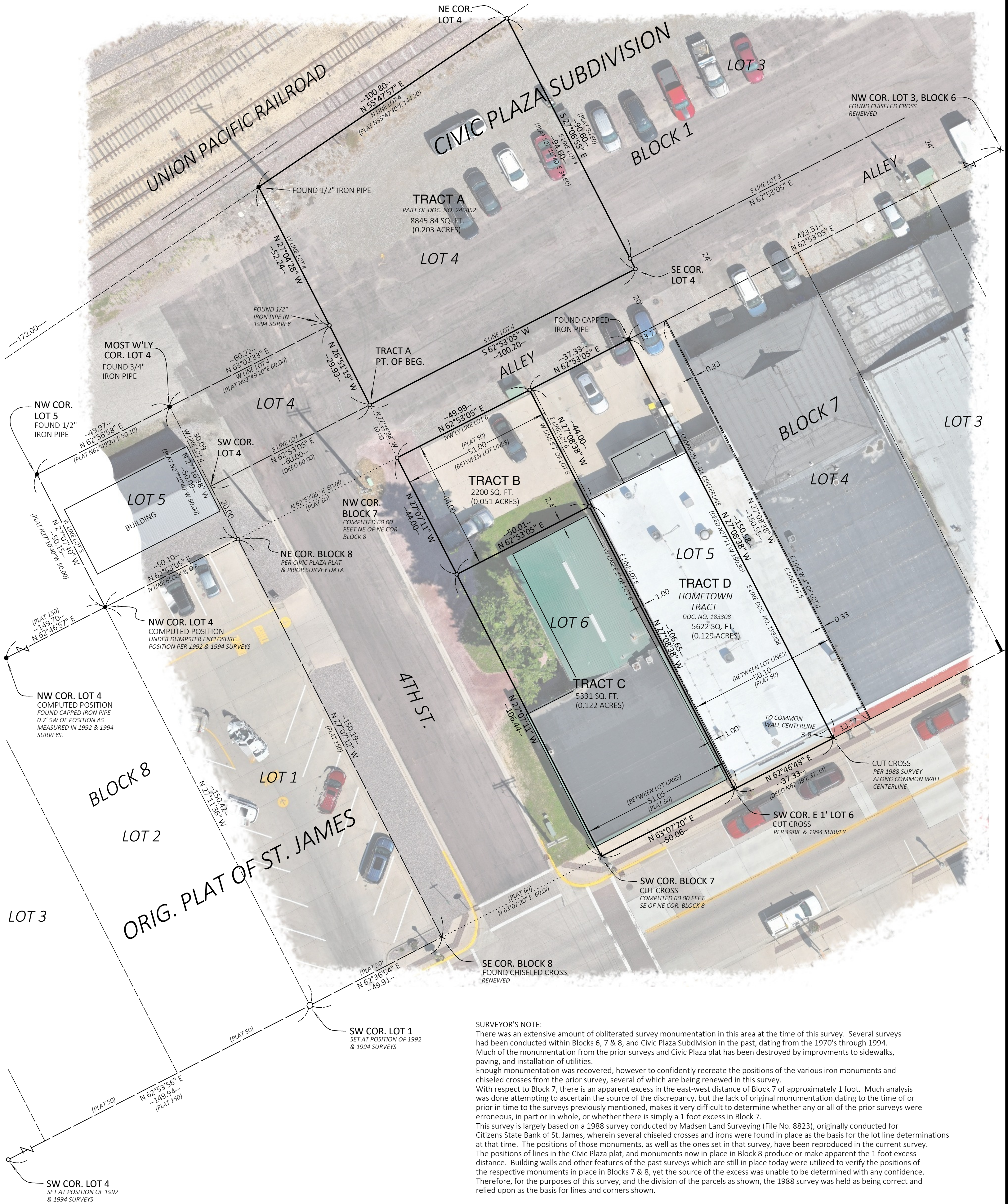
COORDINATE SYSTEM:
WATONWAN COUNTY
(2011 ADJ)


0 10 20
1" = 20'

- MONUMENT FOUND OR SET PREVIOUSLY
- MONUMENT SET, 1/2" X 24 CAPPED REBAR
- BOUNDARY LINE
- SECTION/BLOCK LINE
- - - ROAD RIGHT OF WAY LINE
- x - x - FENCE LINE

 (507) 235-3780
MADSEN
LAND SURVEYING
INC.
318 EAST BLUE EARTH AVENUE
FAIRMONT, MINNESOTA 5603
WWW.MADSENLANDSURVEYING.COM

SURVEY IN LOTS 5 & 6, BLOCK 7, ORIGINAL PLAT OF ST. JAMES, & LOT 4, CIVIC PLAZA SUBD.,
CITY OF ST. JAMES, WATONWAN COUNTY, MINNESOTA



SURVEYOR'S NOTE:
There was an extensive amount of obliterated survey monumentation in this area at the time of this survey. Several surveys had been conducted within Blocks 6, 7 & 8, and Civic Plaza Subdivision in the past, dating from the 1970's through 1994. Much of the monumentation from the prior surveys and Civic Plaza plat has been destroyed by improvements to sidewalks, paving, and installation of utilities.
Enough monumentation was recovered, however to confidently recreate the positions of the various iron monuments and chiseled crosses from the prior survey, several of which are being renewed in this survey.
With respect to Block 7, there is an apparent excess in the east-west distance of Block 7 of approximately 1 foot. Much analysis was done attempting to ascertain the source of the discrepancy, but the lack of original monumentation dating to the time of or prior in time to the surveys previously mentioned, makes it very difficult to determine whether any or all of the prior surveys were erroneous, in part or in whole, or whether there is simply a 1 foot excess in Block 7.
This survey is largely based on a 1988 survey conducted by Madsen Land Surveying (File No. 8823), originally conducted for Citizens State Bank of St. James, wherein several chiseled crosses and irons were found in place as the basis for the lot line determinations at that time. The positions of those monuments, as well as the ones set in that survey, have been reproduced in the current survey. The positions of lines in the Civic Plaza plat, and monuments now in place in Block 8 produce or make apparent the 1 foot excess distance. Building walls and other features of the past surveys which are still in place today were utilized to verify the positions of the respective monuments in place in Blocks 7 & 8, yet the source of the excess was unable to be determined with any confidence. Therefore, for the purposes of this survey, and the division of the parcels as shown, the 1988 survey was held as being correct and relied upon as the basis for lines and corners shown.

SURVEYED BY: E.M., B.M. DRAWN BY: B.M.

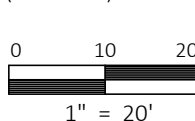
I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Ben Madsen
BEN MADSEN, L.S. 50875 DATE: 09-16-2025

FOR: JESIKA BECKER - JIM KROGSTAD

FILE NO. 25272

COORDINATE SYSTEM:
WATONWAN COUNTY
(2011 ADJ)



- MONUMENT FOUND OR SET PREVIOUSLY
- MONUMENT SET, 1/2\" X 24 CAPPED REBAR
- BOUNDARY LINE
- SECTION/BLOCK LINE
- ROAD RIGHT OF WAY LINE
- FENCE LINE

(507) 235-3780

MADSEN
LAND SURVEYING
INC.

318 EAST BLUE EARTH AVENUE
FAIRMONT, MINNESOTA 5603
WWW.MADSENLANDSURVEYING.COM

SURVEY IN LOTS 5 & 6, BLOCK 7, ORIGINAL PLAT OF ST. JAMES, &
CIVIC PLAZA SUBDIVISION
CITY OF ST. JAMES, WATONWAN COUNTY, MINNESOTA

LEGAL DESCRIPTIONS

TRACT A
LEGAL DESCRIPTION

That part of Lot 4, Block 1 of Civic Plaza, City of St. James, Watonwan County, Minnesota, described as follows:

Commencing at the Southwest corner of said Lot 4; thence North 62 degrees 53 minutes 05 seconds East, bearings based on the Watonwan County Coordinate System, NAD83 2011 adjustment, along the south line of said Lot 4, a distance of 60.00 feet to the point of beginning of the tract to be described; thence North 26 degrees 51 minutes 19 seconds West a distance of 29.93 feet to an angle point in the westerly line of said Lot 4; thence North 27 degrees 04 minutes 28 seconds West, along said westerly line, a distance of 52.24 feet to the north line of said Lot 4; thence North 55 degrees 47 minutes 57 seconds East, along said north line, a distance of 100.80 feet to the northeast corner of said Lot 4; thence South 27 degrees 06 minutes 55 seconds East, along the east line of said Lot 4, a distance of 94.60 feet to the southeast corner of said Lot 4; thence South 62 degrees 53 minutes 05 seconds West, along the south line of said Lot 4, a distance of 100.20 feet to the point of beginning, containing 0.203 acres, subject to easements now of record in said county and state.

TRACT B
LEGAL DESCRIPTION

The North 44.00 feet of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota, as measured radially from and parallel with the northwesterly line of said Lot 6, EXCEPTING THEREFROM
The East 1 foot of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota.


TRACT C
LEGAL DESCRIPTION

Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota, EXCEPTING THEREFROM
The East 1 foot of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota,
AND ALSO EXCEPTING THEREFROM
The North 44.00 feet of Lot 6, Block 7 of the Original Plat of St. James, City of St. James, Watonwan County, Minnesota, as measured radially from and parallel with the northwesterly line of said Lot 6.

TRACT D
LEGAL DESCRIPTION

(Legal Description of Record, Doc. No. 183308)
That part of the West 4 inches of Lot Four (4); East 1 foot of Lot Six (6); and all of Lot Five (5), all in Block Seven (7), City of St. James, Watonwan County, Minnesota, lying Southwesterly of the following described line:
Commencing at the Southwest corner of the East 1 foot of said Lot Six (6); thence on an assumed bearing of North 62 degrees 49 minutes East, along the Southeasterly line of said Block Seven (7), a distance of 37.33 feet to a chiseled cross in the concrete, said chiseled cross being the point of beginning of the line to be described; thence North 27 degrees 11 minutes West a distance of 3.8 feet to the center line of a common wall; thence continuing North 27 degrees 11 minutes West, along the center line of said common wall a distance of 104.1 feet; thence continuing North 27 degrees 11 minutes West, a distance of 42.4 feet to an iron monument located on the Northwesterly line of said Block Seven (7) and said line there terminating.

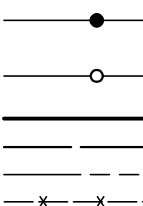
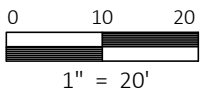
I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.


BEN MADSEN, L.S. 50875 DATE: 09-16-2025

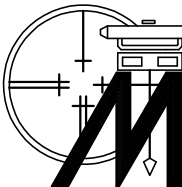
FOR: JESIKA BECKER - JIM KROGSTAD

FILE NO. 25272

COORDINATE SYSTEM:
WATONWAN COUNTY
(2011 ADJ)



MONUMENT FOUND OR SET PREVIOUSLY
MONUMENT SET, 1/2" X 24 CAPPED REBAR
BOUNDARY LINE
SECTION/BLOCK LINE
ROAD RIGHT OF WAY LINE
FENCE LINE



(507) 235-3780

MADSEN
LAND SURVEYING
INC.

318 EAST BLUE EARTH AVENUE
FAIRMONT, MINNESOTA 56031
WWW.MADSENLANDSURVEYING.COM

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members
FROM: Brianna Sanders, Zoning Administrator
DATE: September 29, 2025
RE: Lot Division – 401 1st Ave South

Applicant

JESIKA BECKER

PROPERTY ADDRESS – 401 1ST AVE SOUTH

Request

The applicant is requesting a lot division to allow for the division of property located in a General Business District (B-3). The applicant is requesting to divide the property in three parcels so that the parking lot on the parcel is separated and can be owned by separate parties. From the property survey that was provided, Tract A, Tract B, and Tract C would be divided and be separate parcels.

Location

The lot division request affects the property located at 401 1st Ave S legally described as

Lot Six (6), except the East 1 foot thereof, Block Seven (7), City of St. James, Watonwan County, Minnesota; and Lot Four (4), Block One (1), Civic Plaza Subdivision, in the City of St. James, Watonwan County, Minnesota, EXCEPTING THEREFROM the following-described parcel:

Beginning at the most Westerly corner of Lot Four (4), Block One (1), Civic Plaza Subdivision in the City of St. James, thence southerly along the westerly line of said Lot Four (4), to the southerly line of said Lot Four (4); thence easterly along said South line of Lot Four (4), 60.00 feet; thence northerly and parallel with said westerly line of Lot Four (4) to the northerly line of said Lot Four (4); thence westerly along said northerly line of Lot Four (4) to the point of beginning.

Existing Land Use

The parcel is zoned as B-3 “General Business” District. It is surrounded by I-2 “General Industrial” District (north) and B-3 “General Business” District (east, south), and B-2 “Service Business” District (west).

It is proposed that both tracts would remain zoned as B-3 “General Business” District. There is no minimum lot size within the B-3 District.

Recommendations

Staff recommendation is approval.

Exhibits

Exhibit 4 – Zoning Request Application

Exhibit 5 – Property Map

Exhibit 6 – Public Hearing Notice

City Code

APPLICATION.

(A) Any lot, hereafter made, or each part thereof, lying within the jurisdiction of this chapter, shall be prepared, presented for approval, and recorded as herein prescribed. The regulations contained herein shall apply to the division of a lot, tract, or parcel of land into two, or more, lots, tracts, or other division of land. A lot division shall not result in the creation of more than three lots.

(B) Lot splits and adjustments of common boundaries are permitted, provided the following conditions are met:

- (1) The lot or lots have frontage on an existing improved street and access to municipal services;
 - (2) The lot or lots to be divided are previously platted land;
 - (3) The lot or lots meet the minimum standards for lot width and area for the zoning district in which they are located;
 - (4) The division of the lots shall not cause a remaining part of a lot to become a separately described tract which does not meet the minimum standards of the zoning district in which it is located or which does not have street frontage and access to municipal services;
 - (5) The division does not result in a split zoning classification on a single lot; and
 - (6) The division does not result in the creation of a nonconforming structure or use.
- (Ord. 006, fourth series, passed 10-18-2022)

GENERAL BUSINESS DISTRICT (B-3)**§ 156.130 PURPOSE.**

The B-3 (General Business) District is intended for retail stores and office space which are mutually compatible, and can benefit from, and contribute to, a compact shopping area serving the city or region. No off-street parking standards are required in this district.
(Prior Code, § 11.31) (Ord. 165, second series, passed 7-5-2000)

§ 156.131 PERMITTED USES.

The following are permitted uses in the B-3 District:

- (A) Retail stores, including antique shops, gift or jewelry stores, clothing stores, department stores, shoe sales, drug stores, video rental stores, book and stationary stores, hardware stores, sporting goods stores, bicycle sales and service, furniture sales and other household furnishing sales, hobby stores, appliance stores, paint and wallpaper sales, and other retail sales uses similar in nature;
 - (B) Bakeries, grocery stores, or other retail food sales, excluding drive-in service;
 - (C) Personal services, including banks and loan associations, barber and beauty shops, dry cleaners, tailor shops and leather repair shops, small appliance repair shops, and other similar service types conducted with a building;
 - (D) Professional services including lawyer offices, accountants, employment agencies, and other business offices of a similar nature;
 - (E) Restaurants, cafes, taverns, and liquor stores; provided, they are not a drive-in style service;
 - (F) Clinics or medical services for people only, and dentist offices;
 - (G) Business or trade schools;
 - (H) Theaters, museums, art gallery, or sales;
 - (I) Health clubs or gyms;
 - (J) Post office, municipal offices, or other governmental office uses, or community centers; and
 - (K) Other retail sales, on-site food service, personal, or professional, services, and business offices that would be of a similar nature to those listed above, and are not excluded by other sections of this chapter.
- (Prior Code, § 11.31) (Ord. 211, second series, passed 1-15-2008)

§ 156.132 PERMITTED ACCESSORY USES.

The following are permitted accessory uses in the B-3 District: Any use that is clearly incidental to the primary use, and conforms to applicable performance standards listed elsewhere in this chapter.
(Prior Code, § 11.31)

§ 156.133 SPECIAL USES.

The following are special uses in the B-3 District: retail stores including antique shops, gift or jewelry stores, clothing stores, department stores, shoe sales, drug stores, video rental stores, book and

ores, hardware stores, sporting goods stores, bicycle sales and service, furniture sales and other furnishing sales, hobby stores, appliance stores, paint and wallpaper sales, secondhand merchandise, and other retail sales uses similar in nature.

(Prior Code, § 11.31) (Ord. 211, second series, passed 1-15-2008)

§ 156.134 LOT AREA, WIDTH, AND MINIMUM SETBACK STANDARDS.

The following are the lot area, width, and minimum setback standards in the B-3 District:

(A) No setback requirements, no minimum lot size requirement, no minimum lot width requirement, and no lot coverage restrictions; and

(B) Height regulations: 45 feet.

(Prior Code, § 11.31)

§ 156.135 ADDITIONAL REQUIREMENTS.

No off-street parking standards are required in this district. Developments in this district are subject to performance standards regarding signage, screening of storage areas, loading spaces, and other requirements as detailed in §§ [71.20](#), [156.020](#) through [156.038](#).

(Prior Code, § 11.31) (Ord. 165, second series, passed 7-5-2000)

§ 156.136 SIGNS PERMITTED TO PROJECT OVER PUBLIC RIGHT-OF-WAY.

An awning, canopy, sign, or marquee suspended from a building may extend over the public right-of-way eight feet, and not closer than four feet of the curb line extended. The structure shall not be less than eight feet from the sidewalk or ground grade line.

(Prior Code, § 11.31) (Ord. 168, second series, passed 1-2-2001)



CITY OF ST. JAMES PLANNING COMMISSION REQUEST

| | |
|---|-------------------------------------|
| Application for: <u> </u> Variance | \$150.00 plus 2.00 per notice |
| <u> </u> Rezoning | \$150.00 plus 2.00 per notice |
| <u> </u> Ordinance Change | \$150.00 plus 2.00 per notice |
| <u> </u> Special Use Permit | \$150.00 plus 2.00 per notice |
| <u> </u> Annexation Petition | \$5.00/acre (min \$150 – max \$600) |
| <u> X </u> Lot Division/Property Split | \$150.00 plus 2.00 per notice |
| <u> </u> Plat Subdivision – Prelim | \$75 plus 2.00 per notice |
| <u> </u> Plat Subdivision – Final | \$75 plus 2.00 per notice |
| <u> </u> Vacation initiated by citizen petitioner | \$150.00 plus 2.00 per notice |
| <u> </u> Notification billing | \$2.00 for each required notice |

Applicant: Name: Jesika Watton Beckes
 Mailing Address: 112 Cedar St, Markato, 56001
 Phone Number: 651 428 4894
 Email: jesika.watton@gmail.com

Property Address (if different from Applicant's address):

401 1st Ave S, St. James MN 56081

Parcel ID: 20.100.0630

Description of area affected: divide parcel two feet north of building. separate parking lot

Present Zone B-3

Present Set-back none

Present Use _____

Proposed Zone (if different) _____

Proposed Set-back (if different) 28 feet north of existing building

Proposed Use (if different) _____

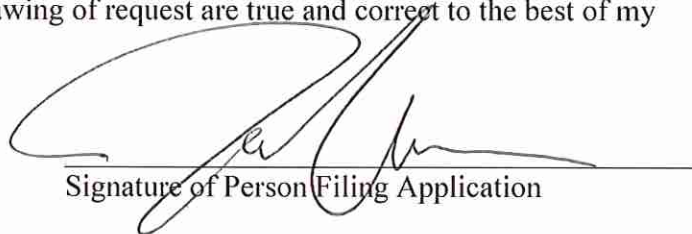
Request

lot division to separate parking lot

☐ Attached drawing of request

The above information and attached drawing of request are true and correct to the best of my knowledge.

Date


Signature of Person Filing Application

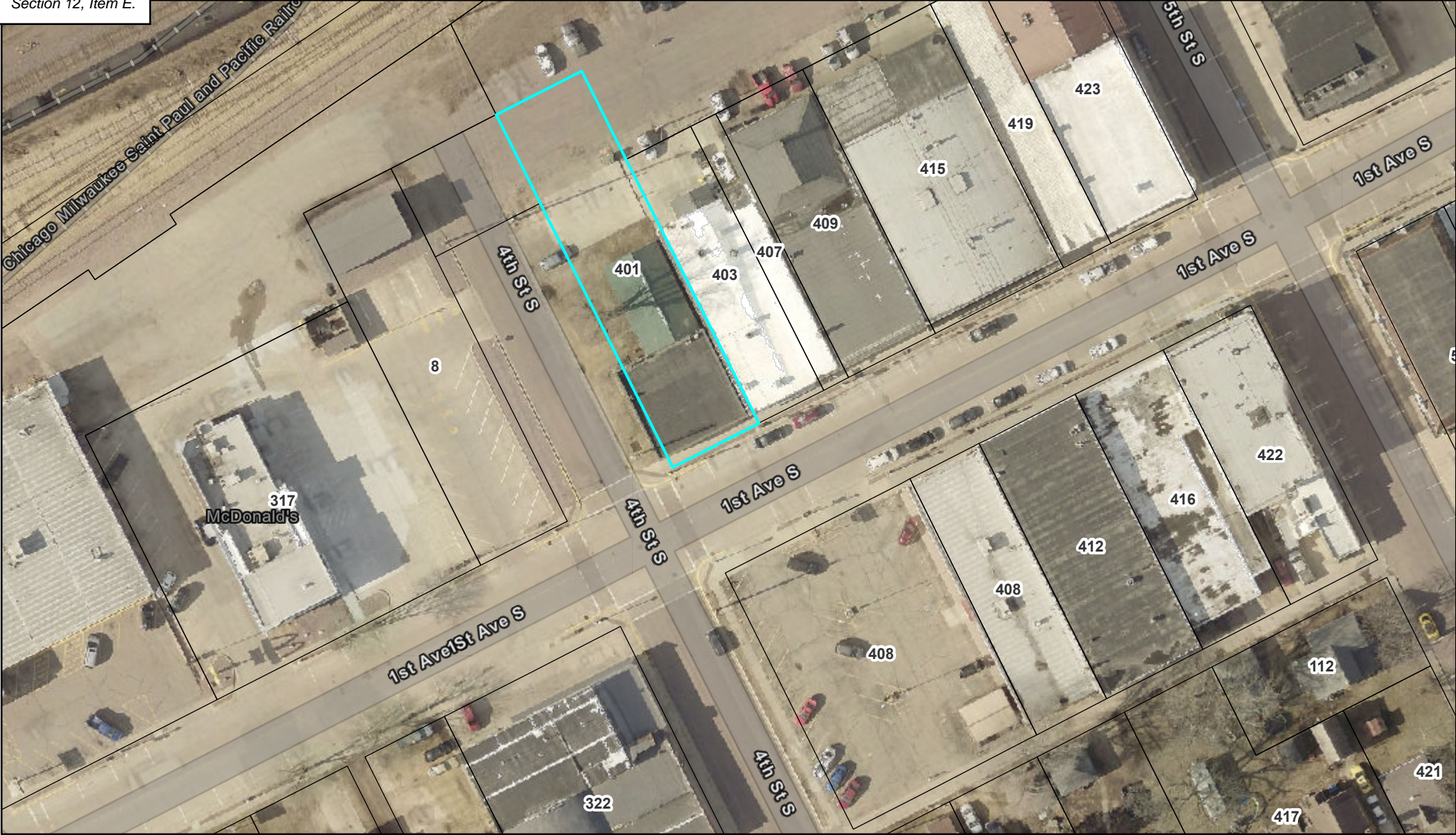
HEARING: The Commission will not render a decision unless applicant or a designated representative is present at the hearing. Commission meetings are scheduled on the last Monday of each month. A completed application must be submitted by the second Tuesday of each month to be considered at that month's meeting.

DRAWING: A drawing of the affected area must be attached showing present lot lines and existing buildings and the requested change. Applications will not be accepted without all information. The Zoning Administrator will notify the applicant within 10 business days if the application is incomplete.

FEE: SEE ABOVE. The fee for request is due at the time of this application submittal. The notice fee will be due on or before the public hearing. If the notice fee is not submitted, the public hearing will be cancelled at the applicants cost.

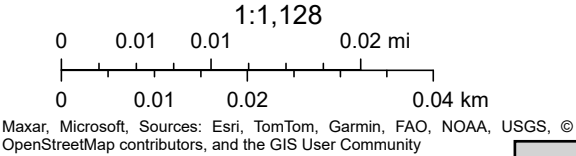
401 1st Ave S

Section 12, Item E.



9/11/2025, 1:34:48 PM

 Parcels





City of St. James

1205 6th Ave S. | PO Box 70 | St. James, MN 56081

P. 507 -375 -3241 | F. 507 -375 -4376 | www.ci.stjames.mn.us

NOTICE OF PUBLIC HEARING ST. JAMES PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, that the St. James Planning Commission will meet on Monday, September 29, 2025, at 5:15 p.m. at the St. James City Hall located at 1205 6th Ave South, St. James, Minnesota, to hold public hearings for the following purpose:

- 1) To consider a request for a lot division from Jesika Beckes, for the property located at 401 1st Avenue South owned by Jesika Beckes legally described as **Lot Six (6), except the East 1 foot thereof, Block Seven (7), City of St. James, Watonwan County, Minnesota; and Lot Four (4), Block One (1), Civic Plaza Subdivision, in the City of St. James, Watonwan County, Minnesota, EXCEPTING THEREFROM the following-described parcel:**
Beginning at the most Westerly corner of Lot Four (4), Block One (1), Civic Plaza Subdivision in the City of St. James, thence southerly along the westerly line of said Lot Four (4), to the southerly line of said Lot Four (4); thence easterly along said South line of Lot Four (4), 60.00 feet; thence northerly and parallel with said westerly line of Lot Four (4) to the northerly line of said Lot Four (4); thence westerly along said northerly line of Lot Four (4) to the point of beginning. The lot division request is to allow for the division of property located in a General Business District (B-3), per St. James City Code § 157.03.

All persons are invited to attend the September 29, 2025, Public Hearing and to present their views relating to this request either orally or in writing.

Dated this 18th Day of September 2025

Brianna Sanders
Zoning Administrator

Publish September 18th, 2025: St. James Plaindealer

October 7, 2025

ITEM: New Business – Resolution 10.25.04: Approving Transfer of City-Property to the Economic Development Authority

BACKGROUND: The attached resolution approves transferring city-owned property (Parcel ID No. 110240110, adjacent to 7th Street South) to the EDA to support the 12th Avenue South Highway District Expansion project.

STAFF RECOMMENDATION: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 10.25.04

**RESOLUTION APPROVING TRANSFER OF CITY-OWNED PROPERTY TO THE
ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of St. James (“City”) is the fee owner of certain real property legally described as follows (“Property”):

“SEE EXHIBIT A”

WHEREAS, the City recognizes the importance of promoting economic development, redevelopment, and community growth consistent with adopted plans and policies; and

WHEREAS, the City of St. James Economic Development Authority (“EDA”) has the statutory authority under Minnesota Statutes, Sections §469.090 to §469.1082, to acquire, hold, and dispose of real property for economic development purposes; and

WHEREAS, the City Council finds it to be in the public interest to transfer ownership of the Property to the EDA in order to facilitate future development and to further the community’s economic development goals.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF ST. JAMES, MINNESOTA**, as follows:

1. The City Council hereby approves the transfer to the Property to the St. James Economic Development Authority.
2. The Mayor and City Clerk-Treasurer are authorized and directed to execute a quit claim deed any related documents necessary to effectuate the transfer of title to the EDA.
3. The EDA shall hold, market or dispose of the Property in accordance with its statutory authority and in furtherance of the community’s economic development objectives.

Adopted by the City Council this 7th day of October 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: October 7, 2025

[this space for recording information]

Quit Claim Deed, Business Entity to Business Entity

QUIT CLAIM DEED

eCRV number:

State Deed Tax Due: \$1.65

Dated: _____

FOR VALUABLE CONSIDERATION, City of St. James, a municipal corporation under the laws of the State of Minnesota ("Grantor"), hereby conveys and quitclaims to St. James Economic Development Authority, a municipal corporation under the laws of the State of Minnesota ("Grantee"), real property in Watonwan County, Minnesota, legally described as follows:

See Attached Exhibit "A"

The Total Consideration for this transfer of Real Property is \$3,000 or less.

Check here if all or part of the described property is Registered (Torrens) _____

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- ☒ [X] The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ [] A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ [] I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

IN WITNESS WHEREOF, first party has hereunto set his/her hand and seal the day and year first written above.

GRANTOR:

CITY OF ST. JAMES

By: _____
Chris Whitehead
Its: Mayor

By: _____
Kristin Hurley
Its: City Clerk - Treasurer

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, by Chris Whitehead, as Mayor, and by Kristin Hurley, as City Clerk-Treasurer, of City of St. James.

NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

SUNDE, OLSON, KIRCHER
& ZENDER PLC
Attorneys At Law
108 Armstrong Blvd. South
P.O. Box 506
St. James, MN 56081
(507) 375-3352

TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

St James EDA
P.O. Box 70
St. James, MN 56081

Exhibit "A"

That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 106 North, Range 32 West, Watonwan County, Minnesota, lying southerly and adjoining the following described line:

Commencing at the southeast corner of Lot 1, Block 1, Floradale Addition No. 4, according to the recorded plat thereof;
thence North 88 degrees 07 minutes 03 seconds West (assumed bearing), along the south line of said Floradale Addition No. 4, a distance of 175.51 feet;
thence South 00 degrees 15 minutes 30 seconds East, a distance of 267.94 feet;
thence southeasterly, 293.80 feet along a tangential curve to the left, having a radius of 489.03 feet;
thence southeasterly, 49.57 feet along a reverse curve to the right, having a radius of 433.53 feet and a central angle of 06 degrees 33 minutes 03 seconds, to the south line of the Southwest Quarter of the Northeast Quarter of said Section 24, and there terminating.

Said parcel contains 2.08 acres, more or less, and is subject to, and together with, any and all easements of record.

October 7, 2025

ITEM: New Business – Liability Coverage Waiver

BACKGROUND: Each year this waiver form needs to be approved by the city council. It is recommended to NOT waive the monetary limits on municipal tort liability established by MN State Statute.

ACTION REQUESTED: Approve/Deny Liability Coverage Waiver.



LIABILITY COVERAGE WAIVER FORM

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

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

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

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

LMCIT Member Name:

Check one:

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

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

Date of member's governing body meeting:

Signature: _____

Position: *City Manager*

October 7, 2025

ITEM: New Business – Proposed Ordinance No. 032, 4th Series: Vacating a Portion of 9th Street South in the City of St. James, Minnesota

BACKGROUND: The attached proposed ordinance authorizes the vacation of a portion of 9th Street South as part of the plating process for the 12th Avenue South Highway District Expansion project to access the designated pond area.

Public Hearing: October 7, 2025

First Reading: October 7, 2025

Notice of Proposed Ordinance: October 10, 2025

Second Reading and Final Vote: October 21, 2025

Approval of Publication of Title and Summary of Ordinance by the Council: October 21, 2025

Publication of Title and Summary of Ordinance: October 30, 2025

Publication of Entire Text of Ordinance at Watonwan County Library:

Recorded in the Ordinance Book and Available on Website:

Effective Date of Ordinance:

ACTION REQUESTED: Approve/Deny the 1st Reading of the Proposed Ordinance.

State of Minnesota
County of Watonwan

ORDINANCE 032, 4TH SERIES

**AN ORDINANCE VACATING A PORTION OF 9TH STREET SOUTH IN THE CITY OF
ST. JAMES, MINNESOTA**

The City of St. James does ordain as follows:

Section 1. Vacation of Street. That portion of 9th Street South lying and being as described in:

“EXHIBIT A”

EXHIBIT A: Certificate of Right-of-Way Vacation, Vacation Area Description, and Map.

Is hereby VACATED.

Section 2. Reservation of Easements. The City expressly reserves a permanent easement over, under, and across the vacated area for the installation, maintenance, and repair of public utilities, including but not limited to sewer, water, electric, gas, and communications.

Section 3. Severability. Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decisions shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part held to be invalid.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF ST. JAMES, MINNESOTA,** as follows:

1. The portion of 9th Street South described in “EXHIBIT A” is hereby vacated, subject to the reserved easements described in Section 2.

Section 3. Effective Date. The effective date of this ordinance shall be effective upon passage and publication.

First Reading: _____

Second Reading: _____

Date of Publication: _____

Date Ordinance Takes Effect: _____

Adopted by the City Council this _____ day of October, 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk-Treasurer

Section 12, Item H.

10TH AVENUE SOUTH

9TH STREET SOUTH

NORTH 450

LOT ONE
BLOCK ONE
JAMES
SQUARE

VACATION AREA

LOT ONE
BLOCK ONE
SOMERSET SOUTH



0 100

SCALE IN FEET

NE 1/4 - SE 1/4 - NE 1/4
24-106-32
SEC.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janile Fowlds

Janile Fowlds
License Number 26748

08/27/2025
Date

SHEET 1 OF 2

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CERTIFICATE OF RIGHT OF WAY VACATION
CITY OF ST. JAMES, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF JAMES SQUARE
NINTH STREET NORTH

FOR: CITY OF ST. JAMES

VACATION AREA

All that part of Ninth Street South, as dedicated on the plat of James Square, on file and of record with the Watonwan County Recorder, which lies southerly of the easterly extension of the south line of the North 450.00 feet of said Lot 1, Block One, James Square.

SHEET 2 OF 2

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CERTIFICATE OF RIGHT OF WAY VACATION
CITY OF ST. JAMES, MINNESOTA

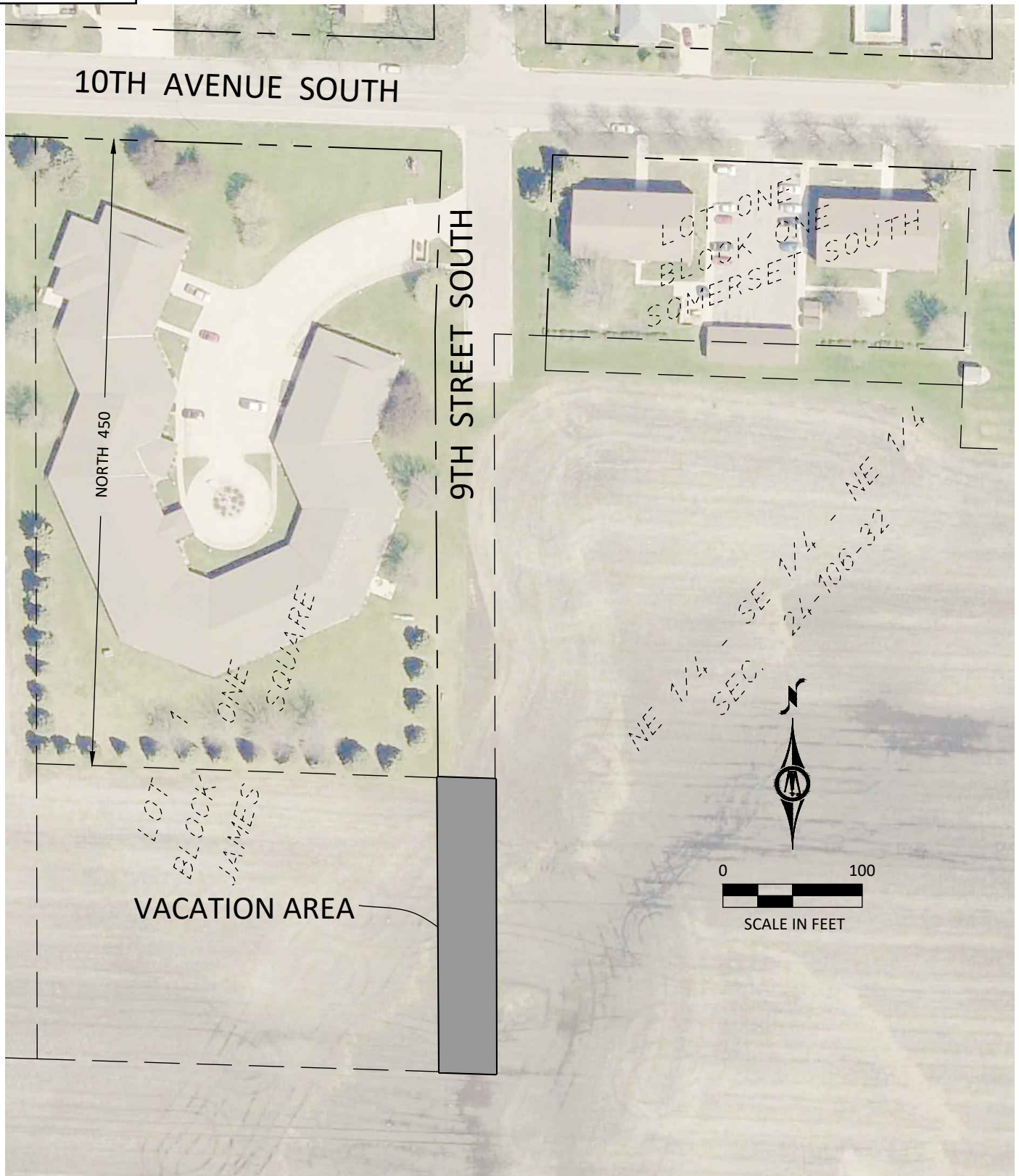


**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF JAMES SQUARE
NINTH STREET NORTH

FOR: CITY OF ST. JAMES



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EXHIBIT - AERIAL
CITY OF ST. JAMES, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF JAMES SQUARE
NINTH STREET NORTH

FOR: CITY OF ST. JAMES

JOB NUMBER: 136274

FIELD BOOK:

DRAWN BY: RPS