



# City Council Meeting Agenda

March 18, 2025 at 5:30 PM

St. James City Hall – Council Chambers

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**1. CALL TO ORDER**

**2. ROLL CALL:** Mayor Christopher 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 – 03.04.2025 Council Meeting

**5. CONSENT ITEMS**

A. Payment of Claims and ACH Payments

**6. SCHEDULED BID LETTING**

**7. SCHEDULED PUBLIC HEARINGS**

**8. ADMINISTRATIVE APPEALS**

**9. FINANCIAL REPORTS**

**10. LICENSES AND PERMITS**

A. Consideration to Approve Liquor and/or Tobacco Application - LB3 d/b/a Band Box

**11. OLD BUSINESS**

**12. NEW BUSINESS**

A. Consideration to Approve New Hire - Nick Kielas

B. Consideration to Approve New Hire - Eric Gratz

C. Consideration to Approve Resolution 03.25.10 - Approving Independent Fee Evaluation for Airport 6 Unit T-Hangar Improvement Project

D. Consideration to Approve Resolution 03.25.11 - Requiring Parallel Parking Only

E. Consideration to Approve Resolution 03.25.12 - Accepting Donation

F. Consideration to Approve Resolution 03.25.13 - Authorizing Participation for Future Qualifying Part-Time Police Officers in the Public Employees Retirement Association

G. Consideration to Approve Resolution 03.25.14 - Approving Funding Request for the Demolition of 403 Tiell Drive

H. Consideration to Approve Resolution 03.25.15 - Authorizing Safe Routes to School (SRTS) Boost Grant

- I. Consideration to Approve Resolution 03.25.16 - Recognizing the Life Save Event and Honoring Those Involved

- J. Presentation of Life Save Event Awards

**13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS**

**14. ADJOURNMENT**

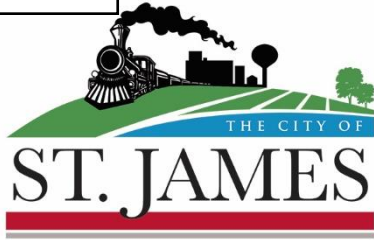
March 18, 2025

**ITEM:** Approval of Minutes – 03.04.2025 Council Minutes

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**BACKGROUND:** The Minutes from March 4, 2025, City Council Meeting are attached for review and approval.

**STAFF RECOMMENDATION:** Approve/Deny Minutes.



## City Council Meeting Minutes

March 04, 2025 at 5:30 PM

St. James City Hall – Council Chambers

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### 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: Susan Craig, Kathleen Hanson, Stephen Lindee, Hannah Rushing

**ABSENT:** Councilperson: Paul Harris

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

### 3. DETERMINATION OF QUORUM

### 4. APPROVAL OF MINUTES

#### A. Consideration to Approve Minutes – 02.18.2025 Council Meeting

Motion made by Rushing, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee, Rushing

Upon voice vote, it was unanimously approved.

### 5. CONSENT ITEMS

#### A. Payment of Claims and ACH Payments

Payment of Claims totaling \$647,434.90 is as follows: \$241,394.48 Check No. 703626-703633, 703640 - 703713 and \$406,040.42 ACH No. 1853, 1862 - 1874 as listed in the check register.

Motion made by Hanson, Seconded by Craig.

Voting Yea: Craig, Hanson, 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**

- A. Consideration to Approve Proposed Ordinance No. 026, 4th Series - Amending Chapter 90.006 of the St. James City Code Pertaining to Public Nuisances - 2nd Reading

On motion by Hanson, Seconded by Rushing Ordinance No. 026, 4th Series - Amending Chapter 90.006 of the St. James City Code Pertaining to Public Nuisances, received its second reading. Upon hand vote the following voted:

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared said Ordinance No. 26, 4th Series to have received its second reading.

## **12. NEW BUSINESS**

- A. Consideration to Approve Resolution 03.25.01 - Approving Proposed Ordinance Title and Summary Publication

Resolution 03.25.01 Approving Ordinance 026, 4th Series Amending Chapter 90.006 to the St. James City Code Pertaining to Public Nuisances and Authorizing the Title and Summary for Publication.

Motion made by Lindee, Seconded by Craig.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.01 duly passed 4-0

- B. Consideration to Approve Resolution 03.25.02 - Designating Public Space for the Development of an Archery Range

Resolution 03.25.02 - Designating Public Space for the Development of an Archery Range

Motion made by Rushing, Seconded by Hanson.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.02 duly passed 4-0

- C. Consideration to Approve Resolution 03.25.03 - Authorizing the Mayor to Enter into the Agreement for Professional Services with Bolton and Menk, Inc.

Resolution 03.25.03 - Authorizing the Mayor to Enter into the Agreement for Professional Services for Airport Planning, Engineering, and Construction Services Between Bolton and Menk, Inc. and the St. James Municipal Airport (JYG)

Motion made by Craig, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.03 duly passed 4-0

- D. Consideration to Approve Resolution 03.25.04 - Declaring Excess Property

Resolution 03.25.04 - Declaring Abandoned and Surplus Property and Ordering the Disposal

Motion made by Hanson, Seconded by Rushing.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.04 duly passed 4-0

- E. Consideration to Approve Resolution 03.25.05 - Granting Special Use Permit to Allow for Storage of Gasoline

Resolution 03.25.05 - Granting Special Use Permit to Allow for Storage of Gasoline in a I-2 "General Industrial District"

Motion made by Lindee, Seconded by Rushing.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.05 duly passed 4-0

- F. Consideration to Approve Resolution 03.25.06 - Establishing Date and Time of Planning and Zoning Commission Meetings

Resolution 03.25.06 - Establishing Date and Time of Planning and Zoning Commission Board Meetings

Motion made by Rushing, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.06 duly passed 4-0

- G. Consideration to Approve Resolution 03.25.07 - Authorizing Participation in Watonwan County Housing Study

Resolution 03.25.07 - Authorizing Participation in Watonwan County Housing Study

Motion made by Craig, Seconded by Hanson.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.07 duly passed 4-0

- H. Consideration to Approve Resolution 03.25.08 - Authorizing the Economic Development Director to Enter into the Agreement for Natural Gas Energy Analysis with CenterPoint Energy

Resolution 03.25.08 - Authorizing the Economic Development Director to Enter into the Agreement for Natural Gas Energy Analysis Between CenterPoint Energy and the City of St. James

Motion made by Craig, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.08 duly passed 4-0

- I. Consideration to Approve Resolution 03.25.09 - Authorizing the Economic Development Director to Enter into the Host Site Agreement for the Recharge St. James EV Ride and Drive Event

Resolution 03.25.09 - Authorizing the Economic Development Director to Enter into the Host Site Agreement for the Recharge St. James EV Ride and Drive Event Between Recharge America, Climate Smart - St. James, St. James Public Community Education, and the City of St. James

Motion made by Hanson, Seconded by Rushing.

Voting Yea: Craig, Hanson, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 03.25.09 duly passed 4-0

**13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS**

**14. ADJOURNMENT**

Motion made by Rushing, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee, Rushing

All Yea - motion carried. The meeting adjourned at 6:02 p.m.

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Kristin Hurley, City Clerk-Treasurer

March 18, 2025

**ITEM:** Licenses and Permits – Liquor and/or Tobacco Application: LB3 LLC d/b/a Band Box

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**BACKGROUND:** The attached Liquor and/or Tobacco Application was submitted by LB3 d/b/a Band Box for the On Sale of 3.2, On Sale of Wine, and Consumption and Display. The staff has reviewed the application. There are no pending items.

**STAFF RECOMMENDATION:** Approve/Deny Liquor and/or Tobacco Application.





STATE OF MINNESOTA)

COUNTY OF WATONWAN)

CITY OF ST JAMES)

### LIQUOR AND/OR TOBACCO APPLICATION

We, the undersigned hereby apply for license for the purposes as listed below subject to the Laws of the State of Minnesota and Ordinances of the City of St. James. For the period beginning and JANUARY 1, 2025 through DECEMBER 31, 2025.

Cigarette/Tobacco: \$25.00

On Sale Liquor: \$1000.00

On Sale 3.2: \$125.00

Sunday Liquor: \$100.00

Off Sale 3.2: \$50.00

On Sale Wine: \$125.00

Investigation Fee Liquor/Wine: \$75.00

Investigation Fee 3.2 Beer Only: \$25.00

Please list name and address of business being licensed:

Band Box 612 1st Avenue South St. James MN 56008

We submit payment of \$ 325<sup>00</sup>, the license fee required for term of license applied.

Signature [Signature]

Telephone 507-380-7762

Email Address bwats1983@yahoo.com

Make ✓ payable to the City of St. James,



STATE OF MINNESOTA)

COUNTY OF WATONWAN)

CITY OF ST JAMES)

### CONSUMPTION AND DISPLAY APPLICATION

We, the undersigned hereby apply for license for the purposes as listed below subject to the Laws of the State of Minnesota and Ordinances of the City of St. James. For the period beginning and 3/1/2025 through March 31, 2025.

Consumption and Display \$ 125<sup>00</sup>

Please list name and address of business being licensed:

L83, LLC dba Band Box 612 1st Ave S. St. James MN 560081

We submit payment of \$ 125<sup>00</sup>, the license fee required for term of license applied.

Signature

Telephone

Email Address

March 18, 2025

**ITEM:** New Business – New Hire: Nick Kielas

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**BACKGROUND:** Nick Kielas has completed the hiring process for the police department for the position of part-time police officer. His start date with the department was Tuesday, March 4, 2025. His rate of pay is set at \$35.00/hour.

**STAFF RECOMMENDATION:** Approve/Deny New Hire.

March 18, 2025

**ITEM:** New Business – New Hire: Eric Gratz

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**BACKGROUND:** Eric Gratz has completed the hiring process for the police department for the position of part-time police officer. His start date with the department was Tuesday, March 4, 2025. His rate of pay is set at \$35.00/hour.

**STAFF RECOMMENDATION:** Approve/Deny New Hire.

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.10: Approving Independent Fee Evaluation for Airport 6 Unit T-Hangar Improvement Project

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**BACKGROUND:** The attached resolution approves Sambatek, LLC to complete the Independent Fee Evaluation required by the Federal Aviation Administration (FAA) for the upcoming T-Hangar Project. The T-Hangar project will have a cost that exceeds \$100,000. The cost for the evaluation is \$3,500.

**STAFF RECOMMENDATION:** Approve/Deny Resolution.

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.10**

**RESOLUTION APPROVING INDEPENDENT FEE EVALAUTION FOR  
AIRPORT 6 UNIT T-HANGAR IMPROVEMENT PROJECT**

**WHEREAS**, pursuant to Federal Aviation Administration (FAA) Airport Improvement Program Handbook FAA Order 5100.38D, a sponsor must complete an independent fee evaluation (IFE) for all architectural, engineering, and planning consultant service agreements for airport grant projects with a fee greater than \$100,000; and

**WHEREAS**, the proposed airport grant project for the St. James Municipal Airport is construction of a 6 unit T-Hangar. The proposed engineering consultant service agreement prepared by Bolton & Menk, Inc. is estimated to be greater than \$100,000; and

**WHEREAS**, for the City to receive FAA grant funding for the project, an IFE will be required. The city has obtained a proposal from Sambatek, LLC to complete the IFE for a total cost of \$3,500. The cost of the IFE is reimbursable via FAA grant funding.

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

**Section 1.** The council will accept the agreement from Sambatek, LLC to complete the IFE for a total cost of \$3,500.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Christopher Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Kristin K. Hurley, City Clerk

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

Effective Date: March 18, 2025



March 13, 2025

Amanda Knoll  
City Manager  
City of St. James  
1205 6th Avenue South  
St. James, MN 56081

RE: Proposal for Independent Fee Estimate Services  
6 Unit T-Hangar Design & Bid Administration  
St. James Municipal Airport

Dear Ms. Knoll

Sambatek, LLC. is pleased to submit our proposal to complete an Independent Fee Estimate (IFE) for the proposed 6 Unit T-Hangar Design & Bid Administration project. This proposal will define our scope of work and fee for the Independent Fee Estimate required of this project.

**Sambatek Scope of Services**

To complete an IFE in accordance with FAA Advisory Circular 150/5100-14 Architectural, Engineering, and Planning Consultant Services for Airport Grant Project.

**Assumptions**

The assumption made is that the scope of services provided has been reviewed and approved by the FAA and will be provided to Sambatek, LLC.

**Sambatek Fee**

The proposed work will be completed on a LUMP SUM basis of \$3,500.

Please let me know if you have any questions or require further information. We appreciate this opportunity to provide our professional services. If you find this proposal acceptable, please return to me a signed and dated copy of the General Agreement attached to this proposal.

Sincerely,  
Sambatek, LLC.

Dan Mattison  
Client Service Manager

Attachment: General Agreement Between Sambatek, LLC. and City of St. James for Professional Services



**GENERAL AGREEMENT BETWEEN SAMBATEK, LLC  
AND OWNER FOR PROFESSIONAL SERVICES**

The Agreement ("**Agreement**") is made as of March 13, 2025, by and between City of St. James, MN, herein referred to as ("**Owner**") and Sambatek, LLC, 12800 Whitewater Drive, Suite 300, Minnetonka, Minnesota 55343, Phone: 763-476-6010, Fax: 763-476-8532, herein referred to as ("**Consultant**") to provide professional engineering ("**Services**") by Consultant in connection with the following project ("**Project**"): Independent Fee Estimate.

**SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")**

Please see the attached proposal letter dated March 13, 2025

**PERIOD OF SERVICE**

The Services described under Scope of Services shall be completed as expeditiously as possible based upon the circumstances. The parties agree that absent an excusable delay, the Services shall be completed within thirty (30) calendar days of Owner's written approval to proceed, or as indicated under Scope of Services concerning completion of various phases of the work.

**COMPENSATION**

Consultant shall be paid for Services provided in accordance with the following method, plus reimbursable expenses including, but not limited to, print and plotting charges, Fed Ex, UPS, messenger delivery charges, mileage, plus all taxes (including sales taxes), fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services, if applicable: This project will be billed as a Lump Sum Fee of \$3,500.

Consultant will submit bills to Owner monthly, and Owner agrees to pay all bills within thirty (30) days of receiving same. Any invoice not paid within 30 days of the invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold deliverables until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Owner for any costs or damages that result from such suspension, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Owner, the time schedule and fees for remaining Services shall be equitably adjusted.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Owner's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

Owner hereby acknowledges that sufficient funds are currently available and assigned to pay for the cost of Services contemplated by this Agreement. Consultant has the right, at its sole discretion, to stop work and withhold work product or Services if payments have not been received within thirty (30) days of invoicing date.

If the Services are suspended by Owner for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

**CHANGE ORDERS**

In the event of any changes in the Scope of Services, Owner delay or event of Force Majeure, Owner agrees to issue a written Change Order ("**Change Order**") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Owner does not issue a Change Order that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("**Rate Schedule**"), plus reimbursable expenses.

An "Owner Delay" shall be a delay caused by the Owner failing to make timely decisions, or by an Owner hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Miscellaneous Paragraph G.

**OWNER'S RESPONSIBILITIES**

Owner agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Consultant may rely on the accuracy of the Owner's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Owner's information is the Owner's responsibility.

Owner shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services. Owner shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Owner shall furnish right-of-way entry and continuous unimpaired access to the entire Project site for Consultant to perform its Scope of Services.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Owner and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, agents, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is created by this Agreement.

#### **LIABILITY LIMITATION**

Owner and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Owner for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to Consultant's project fee or \$50,000, whichever is less, and Owner agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

#### **STANDARD OF CARE**

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **CONSEQUENTIAL DAMAGES**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, COSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

#### **LIEN NOTICE – ONLY APPLICABLE TO PROJECTS IN MINNESOTA**

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

#### **DISPUTE RESOLUTION**

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including

those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

### **TERMINATION**

Owner may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Owner shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Owner shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

### **INSURANCE**

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General liability shall name the Owner as an additional insured. The insurer agrees to give 30 days written notice in the event of cancellation by the insurer (10 days written notice for non-payment of premium).

### **MISCELLANEOUS**

#### **A. WORK PRODUCT / DOCUMENT OWNERSHIP**

Unless Owner requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Owner agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Owner. The documents prepared by Consultant for this Project are instruments of Consultant's Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. If Owner has paid Consultant in full for its Services, Owner shall be permitted to retain copies, including reproducible copies, of Consultant's documents for Owner's information, reference and use in connection with the Project. Consultant's documents shall not be used by the Owner or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Owner's use of Consultant's work product and documents, Owner shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such work product or documents.

#### **B. HAZARDOUS MATERIALS**

Owner represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Owner must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant's will notify the Owner and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Owner or any other entity suspend services until such time as Owner retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazard material. Owner agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Owner hereby agrees to defend, defend, and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Owner acknowledges that borings, excavations, and other penetrations that are part of the Services, if any, must be located at safe distances from underground utilities or other man-made objects. Owner shall advise Consultant of all utilities that service or are located on the Project site and any underground improvements located on the Project site. Prior to any drilling that is part of the Scope of Services, Consultant will contact state notification centers, where available, or individual utility providers where a state notification center is not available. Consultants shall be entitled to rely on the information provided by locating vendors. If public utility owners do not provide the locating service on private property or the property owner has private underground improvements that cannot be cleared through state notification center or public utility owners, Owner shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor. Consultant will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Owner's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Owner and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If, under this Agreement, Services are provided during the construction phase of the Project, Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the work, nor shall Consultant be responsible for a contractor's failure to carry out the work in accordance with the contract documents or for a contractor's failure to comply with applicable laws, ordinances, rules, or regulations.

F. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Owner, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Owner agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Owner's contracts with contractors. Owner also agrees that Owner and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall defend, indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

G. FORCE MAJEURE

To the extent any time for performance by or Owner applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of Owner, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, Government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

H. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

I. ASSIGNMENT

Owner may not assign this Agreement without the written consent of Consultant.

J. TEAM RELATIONS

Owner and Consultant agree to work together based on trust, good faith, and fair dealing, and shall take all actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient, and economical manner.

K. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

L. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

M. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

N. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

O. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

P. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

**City of St. James, MN**

**SAMBATEK, LLC**



\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Mattison, Client Service Manager

\_\_\_\_\_  
March 13, 2025

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.11: Requiring Parallel Parking Only

---

**BACKGROUND:** The attached resolution requires parallel parking only for the SAP #083-594-004 improvement project of 7<sup>th</sup> Street S from 10<sup>th</sup> Ave S to 13<sup>th</sup> Ave S; 13<sup>th</sup> Ave S from 7<sup>th</sup> St S east 302 feet; and Ring Road from 13<sup>th</sup> Ave S 810 feet. The city is required to define parking within the State-Aid submittal. The requirement of parallel parking only is standard within the city.

**STAFF RECOMMENDATION:** Approve/Deny Resolution.

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.11**

**RESOLUTION REQUIRING PARALLEL PARKING ONLY**

**WHEREAS**, the City of St. James has submitted to the Commissioner of Transportation the plans and specifications for the S.A.P 083-594-004 improvement of 7<sup>th</sup> Street S from 10<sup>th</sup> Avenue S to 13<sup>th</sup> Avenue S; 13<sup>th</sup> Avenue S from 7<sup>th</sup> Street S east 302 feet; and Ring Road from 13<sup>th</sup> Avenue S south 810 feet; and

**WHEREAS**, State-Aid funds will be expended on the improvements of this street; and

**WHEREAS**, the approved State Aid standards as applicable to this project limit and restrict all parking to that which is parallel with the curb.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA**, shall require that parking of all vehicles within the corporate limits on 7<sup>th</sup> Street S, 13<sup>th</sup> Avenue S, and Ring Road as a part of S.A.P. 083-594-004 be parallel with the curb in accordance with the State Aid Standards.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Christopher Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Kristin K. Hurley, City Clerk

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

Effective Date: March 18, 2025

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.12: Accepting Financial Gift from the Legion American Post #33

---

**BACKGROUND:** The attached resolution accepts a donation in the amount of \$1,500 from the Legion American Post #33 for the purpose of implementing an Archery Range.

**STAFF RECOMMENDATION:** Approve/Deny Resolution.



RESOLUTION NO.: 03.25.12

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.12**

**RESOLUTION ACCEPTING FINANCIAL GIFT FROM THE  
AMERICAN LEGION POST #33**

**WHEREAS**, the American Legion Post #33 has offered financial support for the Archery Range project and to the citizens of St. James.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA** that the City hereby accepts the financial gift of \$1,500.00 from the American Legion Post #33 for the expressed purpose of contributing to the Archery Range project and for residents of the City of St. James.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Christopher Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Kristin K. Hurley, City Clerk

Filed: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: March 18, 2025

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.13: Authorizing Participation for Future Qualifying Part-Time Police Officers in the Public Employees Retirement Association

---

**BACKGROUND:** The attached resolution authorizes part-time police officers to participate in the Police and Fire Public Employees Retirement Association plan.

**STAFF RECOMMENDATION:** Approve/Deny Resolution.

State of Minnesota  
County of Watonwan

**RESOLUTION NO. 03.25.13**

**RESOLUTION AUTHORIZING PARTICIPATION FOR FUTURE  
QUALIFYING PART-TIME POLICE OFFICERS IN THE PUBLIC  
EMPLOYEES RETIREMENT ASSOCIATION**

**WHEREAS**, Minnesota Statutes §353.64, Subdivision 2, permits the governing body of a governmental subdivision to declare that a position is that of a police officer and that the person who holds said position on a part-time basis to be covered by the Police and Fire retirement plan if the following employment duties and qualifications requirements are met.

1. The position requires a license by the Minnesota peace officer standards and training board and the employee is so licensed;
2. The primary (over 50%) duty of the position is to enforce the general criminal laws of the state;
3. The position charges the employee with prevention and detection of crime;
4. The position gives this employee the full power of arrest; and
5. The position is assigned to a designated police or sheriff's department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA**, hereby declares that the position of Part-Time Police Officer in the City of St. James Police Department satisfies all of the requirements listed above and declares its desire to provide all future employees holding said part-time law enforcement position with coverage under the Police and Fire plan;  
**AND**

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA**, that this governmental unit will provide a copy of this Resolution to PERA each time it provides Police and Fire membership to a person who is hired to said part-time position and will indicate the name of the employee eligible for such coverage.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Christopher Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Kristin K. Hurley, City Clerk

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

Effective Date: March 18, 2025

**STATE OF MINNESOTA  
COUNTY OF WATONWAN**

I, Kristin Hurley, clerk of the City of St. James, do hereby certify that this is a true and correct transcript of the resolution that was adopted at the meeting held on the 18<sup>th</sup> day of March, 2025; the original of which is on file in this office. I further certify that \_\_\_\_\_ members voted in favor of this resolution and that \_\_\_\_\_ members were present and voting.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.14: Approving Funding Request for the Demolition at 403 Tiell Drive

---

**BACKGROUND:** The attached resolution approves the funding request for \$10,000 for the purpose of the removing of the structure located at 403 Tiell Drive. This structure is unsafe and poses a risk to public health and safety. The funding must be expended directly to the contractor once work has been completed.

**STAFF RECOMMENDATION:** Approve/Deny Resolution.

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.14**

**RESOLUTION APPROVING FUNDING REQUEST FOR THE DEMOLITION  
AT 403 TIELL DRIVE**

**WHEREAS**, the City of St. James recognizes the need for the removal of the structure located at 403 Tiell Drive, which has been deemed unsafe and poses a risk to public health and safety; and

**WHEREAS**, the City has received a request from Taylor and Bailey Swanson and Sam and Kara Koch for funding to be used in the demolition of the residential structure located at 403 Tiell Drive; and

**WHEREAS**, the City of St. James Economic Development Authority approved funding in the amount of \$10,000 for the purpose of demolition and recommends the City of St. James provides funding in the amount of \$10,000; and

**WHEREAS**, the City of St. James has reviewed the funding request and has determined that the proposed demolition aligns with community development goals and public safety priorities; and

**WHEREAS**, funds for this project will be sourced from the General Fund; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF ST. JAMES, MINNESOTA**, hereby declares the following:

- Section 1.** Authorizes the project to proceed with the necessary contracting, permitting, and oversight of the demolition process.
- Section 2.** Approves the allocation of \$10,000 for the demolition of the structure located at 403 Tiell Drive, and payment shall be made directly to the contractor.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Christopher Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Kristin K. Hurley, City Clerk

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

Effective Date: March 18, 2025

Hello everyone at the EDA, City of St. James and Watonwan County. We are Swoch LLC. Swoch LLC is owned by Tayler/Bailey Swanson and Sam/Kara Koch. Here's a little background information on Sam and myself. We are both originally from St. James and we both currently run active businesses in Southern Minnesota and in and around the City of St. James. We created Swoch LLC in February of 2025 and together we saw the rising demand for housing needs in the area and the opportunity to acquire houses, garages, sheds, shops, barns, etc. The landscape of rural area and surrounding cities is changing. People are relocating to town, farmers are retiring, and sites are being demolished. We saw the opportunity to capitalize on this movement by trying to save any structure worth saving. As you all probably know, Sam and Kara Koch run Goldschmidt House Movers. He has the tools and expertise to move anything, anywhere. Throughout the year, I assist Sam in relocating structures and handling trucking requirements for moving equipment and the structures themselves. After providing background information about our companies, I believe it will help with understanding Swoch LLC's plans for future lots and projects.

I would now like to talk about our current project in St. James. We recently purchased the property at 403 Tiell Drive on the West side of St. James. As you all are probably very aware of this lot and the former motel/ trailers that has been there for many years. Our goal is to completely clean up the entire lot and remove all debris, concrete, basement footings and overgrown trees. Once we remove and dispose of all structures and trailers, we will regrade the entire lot, fill in and pack where the old basement was, cap and secure main water and sewer lines and



then remove all overgrown shrubbery surrounding the lot. After achieving an acceptable grade for the project, we will lightly seed the lot to prevent erosion from wind or rain throughout the year.

Our current plans for the cleaned-up lot are to move 2 to 3 houses into the lot. The current lot is 225' wide by 150' deep. Given the size of this lot, it is feasible to divide it into three separate lots. The lots would be 75' wide and 150' deep. The size of these lots is comparable to the current lot sizes of the surrounding houses along the road. As Sam and I have discussed, 75' wide lots will require smaller houses. We have also discussed maybe splitting the entire lot into two bigger lots, 112.5' by 150'. This would allow larger houses and garages or shops on the same lot, enabling future expansions.

With all the being said, the clean up and disposal of the current property will need to be done first. We are asking the EDA, City of St. James and Watonwan County for financial assistance in helping clean up property. Being that the structure is partially burned, all the burned material will have to go to a separate landfill which is roughly double the cost compared to just regular demolition debris. All material will need to be crushed and hauled out by trucks with tarps and hauled to Cottonwood County Landfill. The property has been inspected by Cottonwood County and we are currently awaiting their report on the findings and the recommended course of action for properly cleaning up and disposing of all debris on the property. Swoch LLC has hired Ryan Aspelund from Affordable Landscaping and Tree Care for project cleanup. Affordable Landscaping and Tree Care is licensed and is a certified waste transporter. I have attached the current quote from Ryan Aspelund that states what will be done.

Thank you everyone and we look forward to working with you on this project and future projects!

Sincerely,

Swoch LLC

By: Tayler and Bailey Swanson

Sam and Kara Koch

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.15: Authorizing Safe Routes to School (SRTS) Boost Grant

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**BACKGROUND:** The attached resolution is the first step in obtaining the awarded Safe Routes to School (SRTS) Boost Grant in the amount \$13,173.00 for the 2025-2026 school year. Once the grant agreement has been received, the City Council will approve the grant terms for execution.

**STAFF RECOMMENDATION:** Approve/Deny Resolution.

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.15**

**RESOLUTION AUTHORIZING SAFE ROUTES TO SCHOOL (SRTS)  
BOOST GRANT**

**WHEREAS**, the Minnesota Department of Transportation (MnDOT) Safe Routes to School Program assists schools and communities by making it safer for children to walk and bike to school; and

**WHEREAS**, MnDOT Safe Routes to School Program solicits applications to enable schools and communities to implement Safe Route to School non-infrastructure activities; and

**WHEREAS**, if the City of St. James is awarded a SRTS Boost Grant, these funds would be used to provide non-infrastructure activities to local communities to develop Safe Routes to School initiatives that increase safety and encourage more children to walk and bicycle to school; and

**WHEREAS**, SRTS Boost grant activities will commence after the grant agreement is fully executed.

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

- Section 1.** That the City of St. James authorizes the EDA Director to enter into a grant agreement with the Minnesota Department of Transportation for financial assistance to fund a Safe Routes to School Boost Grant and eligible expenses.
- Section 2.** That the EDA Director is authorized to execute such Agreement and any amendments.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Christopher Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Kristin K. Hurley, City Clerk

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

Effective Date: March 18, 2025

March 18, 2025

**ITEM:** New Business – Resolution No. 03.25.16: Recognizing the Life Save Event and Honoring Those Involved

---

**BACKGROUND:** The attached resolution recognizes the life save event of Steve Jeppson and honors those involved. Following the approval of the resolution, Mark Giffith, South Central Minnesota EMS Regional System will conduct the presentation of awards to the following:

- Amanda Brandts
- Beth Henderson
- Brad Nestegard
- Lindsey Wooten
- Randee Nelson
- Holly Wallace
- Bill Whitehead
- Kim Hall
- Tamara Colon

**STAFF RECOMMENDATION:** Approve/Deny Resolution.

State of Minnesota  
County of Watonwan

**RESOLUTION NO. 03.25.16**

**RESOLUTION RECOGNIZING THE LIFE SAVE EVENT AND  
HONORING THOSE INVOLVED**

**WHEREAS**, the City of St. James acknowledges the heroic and life-saving actions taken for Steve Jeppson; and

**WHEREAS**, on December 13, 2024, emergency responders, medical personnel, and bystanders acted swiftly and courageously to save the life of Steve Jeppson; and

**WHEREAS**, the quick thinking, training, and teamwork demonstrated by Amanda Brandts, Beth Henderson, Brad Nestegard, Lindsey Wooten, Randee Nelson, Holly Wallace, Bill Whitehead, Kim Hall, and Tamara Colon resulted in the preservation of life, showcasing the highest standards of bravery, skill, and community spirit; and

**WHEREAS**, the City of St. James wishes to formally recognize and commend the individuals involved for their outstanding contributions to public safety and well-being.

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

- Section 1.** The City of St. James formally recognizes and expresses its deepest gratitude to Amanda Brandts, Beth Henderson, Brad Nestegard, Lindsey Wooten, Randee Nelson, Holly Wallace, Bill Whitehead, Kim Hall, and Tamara Colon for their life-saving efforts.
- Section 2.** This event shall be recorded in the official records of the City of St. James as an acknowledgement of exemplary service and commitment to the community.
- Section 3.** A copy of this Resolution shall be presented to the honored individuals as a token of appreciation for their dedication and bravery.

Adopted by the City Council this 18<sup>th</sup> day of March 2025.

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Christopher Whitehead, Mayor

ATTEST:

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Kristin K. Hurley, City Clerk

Published: \_\_\_\_\_

Filed: \_\_\_\_\_

Effective Date: March 18, 2025