



# City Council Meeting Agenda

February 04, 2026 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 – 01.20.2026 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 Gambling License - Pheasants Forever, Watonwan County Chapter #0725

**11. OLD BUSINESS**

**12. NEW BUSINESS**

A. Consideration to Approve New Hire - Fire Department Officers

B. Consideration to Approve Purchase Request - Ambulance Equipment Replacement

C. Consideration to Approve First Reading of Proposed Ordinance No. 035, 4th Series - Amending Chapter §114.08(F) to the St. James City Code Pertaining to Mobile Food Units Location

D. Consideration to Approve Agenda Request - Jon Wilson, Watonwan County Cares

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

**14. ADJOURNMENT**

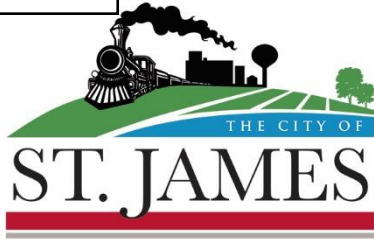
February 4, 2026

**ITEM:** Approval of Minutes – 01.20.2026 Council Minutes

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**BACKGROUND:** The Minutes of January 20, 2026, City Council Meeting are attached for review and approval.

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



## City Council Meeting Minutes

January 20, 2026 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 Sue Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, 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

#### A. Consideration to Approve Minutes – 01.06.2026 Council Meeting

Motion made by Rushing, Seconded by Lindee.

Voting Yea: Craig, Hanson, Lindee, Rushing

Voting Abstaining: Harris

Upon voice vote, it was approved 4-0-1.

### 5. CONSENT ITEMS

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

Payment of Claims totaling \$1,294,622.16 is as follows: Check No. 705692, 705694 - 705697 and 705707 - 705799 as listed in the check register.

Motion made by Hanson, Seconded by Craig.

Voting Yea: Craig, Hanson, 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 01.26.05 - Adopting the 2026 Fee Schedule**

Resolution 01.26.05 adopts the 2026 Fee Schedule.

Motion made by Craig, seconded by Lindee to approve the fee schedule and keep vending wagon licenses at \$100.00 per year and code enforcement citations at \$75.00. Upon hand vote, the following voted:

Voting Yea: Craig, Hanson, Harris, Lindee

Voting Nay: Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 01.26.05 duly passed 4-1.

### **B. Consideration to Approve Resolution 01.26.11 - Establishing Date and Time of Regular Meetings**

Resolution 01.26.11 reschedules the February 3, 2026, City Council meeting to February 4, 2026, due to Minnesota Statutes § 202A.19, which prohibit city councils and other political subdivision governing bodies from meeting after 6:00 p.m. on the evening of a major political party precinct caucus.

Motion made by Craig, Seconded by Harris. Upon hand vote, the following voted:

Voting Yea: Craig, Hanson, Harris, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 01.26.11 duly passes 5-0.

### **C. Consideration to Approve Resolution 01.26.12 - Authorizing the St. James Mayor and City Manager to Enter into the 2025 Polling Place Accessibility Grant Program Agreement with the State of Minnesota**

Resolution 01.26.12 authorizes the Mayor and City Manager to accept and execute a grant agreement with the State of Minnesota for reimbursement of expenses related to improvements to polling place accessibility.

Motion made by Lindee, Seconded by Rushing. Upon hand vote, the following voted: Voting Yea: Craig, Hanson, Harris, Lindee, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 01.26.12 duly passed 5-0.

### **D. Consideration to Approve New Hire - Jared Schwanz, Part-Time Police Officer**

Jared Schwanz has completed the hiring process for the police department for the position of part-time officer. His start date with the department is set for January 20, 2026. His rate of pay is set at \$35.00 per hour.

Motion made by Rushing, Seconded by Hanson.

Voting Yea: Craig, Hanson, 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, Hanson, Harris, Lindee, Rushing

All Yea - motion carried. The meeting adjourned at 5:55 p.m.

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Kristin Hurley, City Clerk-Treasurer

February 4, 2026

**ITEM:** Licenses and Permits – Gambling Permit: Pheasants Forever – Watonwan County Chapter #0725

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**BACKGROUND:** A gambling permit application has been submitted for the Pheasants Forever – Watonwan County Chapter #0725 to host a raffle at the St. James American Legion located at 620 1<sup>st</sup> Avenue South on March 30, 2026

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

## MINNESOTA LAWFUL GAMBLING

## LG220 Application for Exempt Permit

4/23  
Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Pheasants Forever-Watonwan Couty Chapter #0725 Previous Gambling Permit Number: X- [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 35127 746th Ave.

City: St. James State: MN Zip: 56081 County: Watonwan

Name of Chief Executive Officer (CEO): Ron Aden

CEO Daytime Phone: 507/380-7713 CEO Email: [REDACTED]  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): everettgarlich@frontiernet.net

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☒ **A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted  
(for raffles, list the site where the drawing will take place): American Legion Post 33

Physical Address (do not use P.O. box): 620 1st Ave. So., St. James, MN. 56081

Check one:

☒ City: St. James Zip: 56081 County: Watonwan

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): March 30, 2026

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



**2020 Application for Exempt Permit****LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Ron Aden* Date: 1-29-26  
(Signature must be CEO's signature; designee may not sign)

Print Name: Ron Aden**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS****Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



February 4, 2026

**ITEM:** New Business – New Hire: Fire Department Officers

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**BACKGROUND:** The following fire department members have accepted positions with the St. James Fire Department as Officials. The start date of these positions is January 1, 2026.

Lucus Sandbo, Fire Chief

Seth Basmoen, Assistant Fire Chief

Seth Reinke, Assistant Fire Chief

Joe Thulien, Captain – Truck 1

Shawn Gappa, Captain – Truck 2

Danny Rotert, Captain – Truck 3

Josh Moll, Captain – Truck 4

Mike Wolner, Captain – Truck 5

Bob Moll, Captain – Truck 6-7

Chris Whitehead, Captain – Truck 8-9

Nicholas Kielas, Fire Department Secretary

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

February 4, 2026

**ITEM:** New Business – Purchase Request: Ambulance Equipment Replacement

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**BACKGROUND:** The Ambulance Department is requesting approval to purchase LUCAS 2 automatic chest compression devices for each ambulance rig through Zoll. This equipment will replace the current Stryker LUCAS devices, which are no longer supported or serviceable due to discontinued maintenance and replacement parts.

The total cost for the LUCAS 2 devices (Zoll AutoPulse NXT) is \$57,391.72, which also includes four Zoll AEDs for various city departments; those costs will be allocated to the appropriate departments. This purchase is not included in the 2026 budget and would be funded through the Ambulance Fund. Financing is available at 0% for three years.

The St. James Ambulance Association has committed to contributing \$3,000 annually for three years towards the purchase of this equipment.

**ACTION REQUESTED:** Approve/Deny Purchase Request.

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Quote No: Q-123544 Version: 2

St. James Ambulance Service  
1023 First Avenue South  
St. James, MN 56081

Quote No: Q-123544  
Version: 2

ZOLL Customer No: 160113

Issued Date: December 22, 2025  
Expiration Date: February 27, 2026

Matt DeMarse  
matthewdemarse@yahoo.com

Terms: 3 Annual Payments Starting Net  
30

FOB: Shipping Point  
Freight: Prepay & Add

Prepared by: Jason Landry  
EMS Territory Manager  
jason.landry@zoll.com  
+1 6123276467

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		20100000101011010	<b>AED Plus® with Graphical Cover</b>  Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression bar. Supplied with Public Safety PASS Cover, Softcase, Operator Guide and (5) five year limited warranty.	2	\$3,009.00	\$1,895.67	\$3,791.34
2		8000-0815	<b>USB IrDA Adapter</b>	1	\$138.00	\$121.44	\$121.44
3		8900-0400	<b>CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case</b>	1	\$771.00	\$678.48	\$678.48
4		8900-0810-01	<b>Pedi-padz II Pediatric Multi-Function Electrodes</b>  Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	4	\$127.00	\$111.76	\$447.04
5		90110200499991010	<b>AED Pro® Semi-Auto/Manual</b>  Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty.	2	\$5,597.00	\$3,526.11	\$7,052.22
6		8000-0860-01	<b>AED Pro non-rechargeable lithium battery pack</b>	2	\$210.00	\$184.80	\$369.60
7		8000-0838	<b>AED Pro ECG Cable AAMI</b>	2	\$210.00	\$184.80	\$369.60

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

St. James Ambulance Service  
Quote No: Q-123544 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
8		8700-001003-01	<b>AutoPulse NXT Starter Kit - EMS</b>  Includes: AutoPulse NXT Platform, AutoPulse NXT Charger, AutoPulse NXT Lithium Batteries (2), AutoPulse NXT Bands (3 pack), AutoPulse NXT QuickCase, AutoPulse NXT Shoulder Restraint	1	\$23,204.00	\$22,043.80	\$22,043.80
9		8700-001070-01	<b>AutoPulse NXT Platform</b>  Includes: AutoPulse NXT Platform, 1 year factory warranty.	1	\$17,286.00	\$16,421.70	\$16,421.70
10		8700-001012-01	<b>AutoPulse NXT Lithium Battery</b>	4	\$1,542.00	\$1,464.90	\$5,859.60
11		8700-001090-01	<b>AutoPulse NXT Bands (3 Pack)</b>	1	\$399.00	\$379.05	\$379.05
12		8700-001018-01	<b>AutoPulse NXT QuickCase</b>	1	\$813.00	\$772.35	\$772.35
13		8700-001017-01	<b>AutoPulse NXT Shoulder Restraint</b>	1	\$90.00	\$85.50	\$85.50
14		7800-000223-61	<b>Lucas Chest Compression System Trade In Allowance</b>  See Trade Unit Considerations.	2		(\$500.00)	(\$1,000.00)

Subtotal: \$57,391.72

Total: \$57,391.72

**Trade Unit Considerations**

Trade-In values valid through February 27, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

**Additional Language**

Pricing reflects a ZOLL Package Discount of \$1348.58.

**UCC Financing Statement**

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: [esales@zoll.com](mailto:esales@zoll.com)

St. James Ambulance Service  
Quote No: Q-123544 Version: 2

1. Delivery will be made upon availability.
2. This Quote expires on February 27, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**Order Information (to be completed by the customer)**

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes      PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**St. James Ambulance Service**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

St. James Ambulance Service  
Quote No: Q-123544 Version: 2

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

**SECURITY AGREEMENT**

**Equipment + Basic**

This Security Agreement, made and entered in this \_\_\_\_\_ day of \_\_\_\_\_ by and between **ZOLL Medical Corporation**, located at **269 Mill Rd Chelmsford, MA 01824**, (hereinafter "Secured Party") and \_\_\_\_\_ with headquarters located at \_\_\_\_\_ and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of \_\_\_\_\_, (hereinafter "Debtor").

**I CREATION OF SECURITY INTEREST**

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

**II COLLATERAL**

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

**III DEBTOR'S OBLIGATIONS**

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
- (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
  - (2) Change(s) in location of chief executive offices (if an unregistered entity),
  - (3) Change(s) in state of Incorporation (if a registered entity),
  - (4) Change(s) in state of residence (if an individual),
  - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

**IV DEFAULT**

The following shall constitute a default by Debtor:





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

St. James Ambulance Service  
Quote No: Q-123544 Version: 2

*Non-payment:* Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

*Breach:* Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

*Insolvency:* The dissolution, termination of existence, \suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

**V SECURED PARTY'S RIGHTS AND REMEDIES**

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
  - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
  - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

**VI RIGHTS AND REMEDIES OF DEBTOR**

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

**VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS**

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,



# ZOLL Medical Corporation

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

St. James Ambulance Service  
Quote No: Q-123544 Version: 2

- (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
- (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

## B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
- (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.

## C. Form of Debtor's Business

- (1) Debtors represents and warrants as follows: Debtor's business is (circle one);

**a. Registered Organization      b. Unregistered Organization      c. Individual**

(a) If a. Registered Organization: **State where Incorporation/Formed** \_\_\_\_\_.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" \_\_\_\_\_.

(c) If c. Individual: State or States of Residence (include all states) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**- Registered Organizations include:** Includes corporations, limited liability corporations and registered limited partnerships.

**- Unregistered Organizations include:** Partnerships.

**- Individuals Include:** Sole Proprietorships

## D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.





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- (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

**VIII INDEMNITY**

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

**IX MISCELLANEOUS**

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(Signature Page Follows)

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

**DEBTOR NAME**

BY: \_\_\_\_\_  
(Print name)

BY: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Signature and Title)



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**SECURED PARTY NAME**

BY: \_\_\_\_\_  
(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

February 4, 2026

**ITEM:** New Business – Proposed Ordinance No. 035, 4<sup>th</sup> Series: Amending Chapter §114.08(F) to the St. James City Code Pertaining to Mobile Food Units Parking

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**BACKGROUND:** The attached proposed ordinance amends the City Code to prohibit mobile food units from parking in the downtown parking lot.

**First Reading:** February 4, 2026

**Notice of Proposed Ordinance:** February 6, 2026

**Second Reading and Final Vote:** February 17, 2026

**Approval of Publication of Title and Summary of Ordinance by the Council:** February 17, 2026

**Publication of Title and Summary of Ordinance:** February 26, 2026

**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 1<sup>st</sup> Reading of Proposed Ordinance.

State of Minnesota  
County of Watonwan

**ORDINANCE 35, 4<sup>TH</sup> SERIES**

**AN ORDINANCE AMENDING CHAPTER §114.08(F) TO THE ST. JAMES CITY  
CODE PERTAINING TO MOBILE FOOD UNIT PARKING**

The City of St. James does ordain:

**Section 1.** Title Xi of the City Code is amended by revising Chapter §114.08(F) to read as follows:

**§ 114.08 MOBILE FOOD UNITS.**

(F) *Parking.* ~~Mobile food trucks must be located on a paved surface. A mobile food unit may not operate in a traffic lane, on a sidewalk, or in any location which causes an obstruction of traffic, such as queuing of patrons or advancement of vehicles. A pedestrian walkway of six feet must be maintained on the service side of the vehicle.~~ Mobile food units must be located on a paved surface outside of the downtown municipal parking lot(s). Mobile food units are not permitted to park or operate within the downtown parking lot(s) at any time. A mobile food unit may not operate in a traffic lane, on a sidewalk, or in any location that causes an obstruction of traffic, including but not limited to the queuing of patrons or advancement of vehicles. A pedestrian walkway of not less than six (6) feet must be maintained on the service side of the vehicle.

**Section 2. 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 \_\_\_\_\_, 2026.

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

ATTEST:

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



February 4, 2026

**ITEM:** New Business – Agenda Request: Jon Wilson, Watonwan County Cares

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**BACKGROUND:** The attached agenda request was submitted on Monday, January 26, 2026, by Jon Wilson on behalf of Watonwan County Cares.

**ACTION REQUESTED:** Approve/Deny Agenda Request.



# AGENDA REQUEST FORM

DATE SUBMITTED	1/26/2026	DATE OF COUNCIL MEETING	2/4/2026
NAME	Watonwan County Cares - Jon Wilson		
ADDRESS	909 10th Street South		
PHONE NUMBER	507-399-9097		
EMAIL	jwilson@isd840.org		

**AGENDA ITEM SUBJECT:** (If needed, used a separate sheet of paper)

City Council and government to address ICE presence in our community

**ACTION REQUESTED:**

*See Attached*

**REASONS FOR REQUESTED ACTION:**

*See Attached*

*We have Julio Zelaya  
Scheduled to be the  
Spokesperson for the group.*

Please list and supply any hand-outs and/or audio-visual materials.

*We will have a handout for the Council - I can submit  
to you as soon as I receive it - if not in time for  
copies - we will bring the necessary copies for  
everyone.*

Signature: \_\_\_\_\_

*Jon Wilson*

The City Council meets on the first and third Tuesday of each month. **Agenda Requests must be submitted by 12:00 PM the Thursday before the City Council meeting to be considered.** This format gives citizens an opportunity to express concerns to the council without expectation of discussion or action. No more than two (2) people should speak on the same topic at one meeting. Citizens should be directed to the council as a whole and not to any individual member or department head.

**OFFICE USE:**

Date and Time Received:

Received By:

**Action Requested:**

Watsonwan County Cares requests time on the City Council agenda to demand a clear, enforceable policy from the City of St. James and its Police Department regarding interaction with ICE operations within city limits. While recognizing federal authority, the City must take a firm stance against intimidation tactics that have created fear and instability in our community. We further request that the City prohibit ICE vehicles from using taxpayer-funded facilities and property, which residents have repeatedly observed in recent weeks.

**Reasons for Requested Action:**

The continued silence from City leadership has been interpreted by many residents as indifference to the fear and disruption occurring in our community. Families are afraid to shop locally, send their children to school, or participate in daily life—directly harming our economy, educational outcomes, and social cohesion. Residents are demanding accountability, transparency, and leadership. The absence of public guidance or reassurance from the Mayor, City Council, or Police Department has allowed fear to escalate unchecked. This situation requires immediate and public action to reaffirm the City's responsibility to protect all residents and uphold community trust.