

City Council Meeting Agenda

November 04, 2026 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Mayor Christopher Whitehead, Councilpersons: Susan Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Mary Shupe

4. DETERMINATION OF QUORUM

5. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 10.20.2026 Council Meeting

6. CONSENT ITEMS

A. Payment of Claims and ACH Payments

7. SCHEDULED BID LETTING

8. SCHEDULED PUBLIC HEARINGS

9. ADMINISTRATIVE APPEALS

10. FINANCIAL REPORTS

11. LICENSES AND PERMITS

12. OLD BUSINESS

13. NEW BUSINESS

A. Consideration to Approve Resolution 11.26.01 - Establishing Fund 406 - Blight Fund and Authorizing the Transfer of \$250,000 from Fund 101 - General Fund

B. Consideration to Approve Resolution 11.26.02 - Establishing Fund 404 - Future Park Improvement Fund and Authorizing the Transfer of \$250,000 from Fund 101 - General Fund

C. Consideration to Approve Resolution 11.26.03 - Establishing Fund 407 - Capital Equipment Fund and Authorizing the Transfer of \$465,000 from Fund 103 - Capital Equipment Fund

D. Consideration to Approve Resolution 11.26.04 - Establishing Fund 408 - Capital Improvement Fund and Authorizing the Transfer of \$350,000 from Fund 105 - Capital Improvement Fund

E. Consideration to Approve Resolution 11.26.05 - Authorizing Asbestos Abatement at 411 4th Street North and 717 6th Street North

F. Consideration to Approve Resolution 11.26.06 - Granting Signage Approval Relating to 608 1st Avenue South

G. Consideration to Approve Resolution 11.26.07 - Approving Lot Combination for Esmeralda A. Orozco Marroguin at 1110 and 1112 2nd Avenue South

- H. Consideration to Approve Resolution 11.26.08 - Authorizing the City Manager to Enter into the HeatShare Agreement with The Salvation Army
- I. Consideration to Approve Resolution 11.26.09 - Authorizing the City Manager to Enter into the Firm Electric Service Contract with the United States Department of Energy Western Area Power Administration
- J. Consideration to Approve Resolution 11.26.10 - Authorizing the Mayor and City Manager to Enter into the Dog Impound Transportation and Boarding Agreement with the City of Mountain Lake

14. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

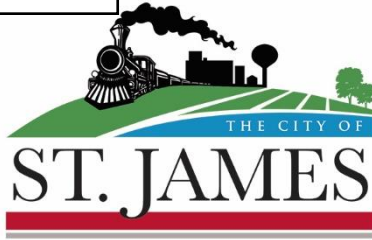
15. ADJOURNMENT

November 4, 2026

ITEM: Approval of Minutes – 10.20.2026 Council Minutes

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

STAFF RECOMMENDATION: Approve/Deny Minutes.



City Council Meeting Minutes

October 20, 2026 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Mayor Christopher Whitehead, Councilpersons: Susan Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Mary Shupe

PRESENT: Mayor Christopher Whitehead, Councilpersons Sue Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Mary Shupe

STAFF PRESENT: City Manager Amanda Knoll, Deputy City Clerk Kathy Grothem, City Attorney Mike Kircher

4. DETERMINATION OF QUORUM

5. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 10.06.2026 Council Meeting

Motion made by Hanson, Seconded by Lindee.

Voting Yea: Hanson, Harris, Lindee, Shupe

Voting Abstaining: Craig

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

6. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims totaling \$549,942.56 is as follows: Check No. 707379 - 707447 as listed in the check register.

Motion made by Craig, Seconded by Harris.

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

Upon voice vote, it was unanimously approved.

7. SCHEDULED BID LETTING

8. SCHEDULED PUBLIC HEARINGS

9. ADMINISTRATIVE APPEALS

10. FINANCIAL REPORTS

11. LICENSES AND PERMITS

12. OLD BUSINESS

- A. Consideration to Approve Second Reading of Proposed Ordinance No. 040, 4th Series - Amending Chapter §124.06(C)(4) to the St. James City Code Pertaining to Lower-Potency Hemp Edibles

Ordinance No. 040, 4th Series - Amending Chapter §124.06(C)(4) to the St. James City Code Pertaining to Lower-Potency Hemp Edibles amends the language pertaining to the storage and display of lower-potency hemp edibles in accordance with state law and regulations.

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

Whereupon Mayor Christopher Whitehead declared Ordinance 040, 4th Series to have received its second reading.

13. NEW BUSINESS

- A. Introduction of Economic Development Advisor, Rod Hamilton

Economic Development Advisor, Rod Hamilton, was introduced to the council. He thanked city staff and the council for welcoming him to St. James.

- B. Consideration to Approve Resolution 10.26.10 - Approving Ordinance 040, 4th Series Amending Chapter §124.06(C)(4) to the St. James City Code Pertaining to Lower-Potency Hemp Edibles

Resolution 10.26.10 - Approves Ordinance 040, 4th Series Amending Chapter §124.06(C)(4) to the St. James City Code Pertaining to Lower-Potency Hemp Edibles and authorizes the Title and Summary for Publication.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.26.10 duly passed 5-0.

- C. Consideration to Approve Resolution 10.26.11 - Determining Sufficiency of Petition and Ordering Preparation of Report for Local Road Improvement

Resolution 10.26.11 - Determines Sufficiency of Petition and Orders Preparation of Report for Local Road Improvement. Staff reviewed petition and determined it meets the required 35% property frontage threshold under Minnesota Statutes, Chapter 429.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.26.11 duly passed 5-0.

- D. Consideration to Approve Resolution 10.26.12 - Electing Not to Waive the Statutory Municipal Tort Liability Limits

The proposed Resolution 10.26.12 - Elects Not to Waive the Statutory Municipal Tort Liability Limits, maintaining the City's existing liability protections and authorizes the City Manager to execute and submit the required LMCIT Liability Coverage Waiver Form.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.26.12 duly passed 5-0.

- E. Consideration to Approve Resolution 10.26.13 - Authorizing the St. James EMS Director to Enter into the Treatment-In-Place Grant Agreement with the Minnesota Office of Emergency Medical Services

Resolution 10.26.13 - Authorizes the St. James EMS Director to Enter into the Treatment-In-Place Grant Agreement with the Minnesota Office of Emergency Medical Services. St. James EMS has been awarded a \$30,000 grant that will allow EMS personnel to assess and treat eligible patients at their location when ambulance transportation to an emergency department is not medically necessary. The resolution authorizes EMS Director Holly Wallace to execute the grant agreement on behalf of the city.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.26.13 duly passed 5-0.

- F. Consideration to Approve Resolution 10.26.14 - Approving State Airport Fund Grant Agreement with the Minnesota Department of Transportation

Resolution 10.26.14 - Approves State Airport Fund Grant Agreement with the Minnesota Department of Transportation for Phase 2 of the St. James Municipal Airport project.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.26.14 duly passed 5-0.

- G. Consideration to Approve Resolution 10.26.15 - Approving State Airport Fund Grant Agreement with the Minnesota Department of Transportation

Resolution 10.26.15 - Approves State Airport Fund Grant Agreement with the Minnesota Department of Transportation for Phase 3 of the St. James Municipal Airport project.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.26.15 duly passed 5-0.

14. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

15. ADJOURNMENT

Motion made by Harris, Seconded by Craig to adjourn.

All Yea - motion carried. The meeting adjourned at 5:51 p.m.

Kathy Grothem, Deputy City Clerk

November 4, 2026

ITEM: New Business – Resolution 11.26.01: Establishing Fund 406 – Blight Fund and Authorizing the Transfer of \$250,000 from Fund 101 – General Fund

BACKGROUND: The City of St. James continues to address blighted, deteriorated, and hazardous properties throughout the community. These efforts involve expenses associated with property inspections, nuisance abatement, asbestos removal, demolition, cleanup, and redevelopment preparation.

The proposed resolution establishes Fund 406 – Blight Fund to provide a dedicated funding source for these activities. The resolution also authorizes the transfer of \$250,000 from Fund 101 – General Fund to Fund 406.

Establishing a separate fund will allow the City to better track expenditures associated with blight elimination, improve financial transparency, and simplify accounting and audit procedures. The fund will also allow for reimbursements, special assessment collections, and other eligible cost recoveries to be credited back to Fund 406, when appropriate, to support future blight elimination efforts.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.01

**RESOLUTION ESTABLISHING FUND 406 – BLIGHT FUND AND
AUTHORIZING THE TRANSFER OF \$250,000 FROM FUND 101 – GENERAL
FUND**

WHEREAS, the City of St. James recognizes the importance of addressing blighted, deteriorated, hazardous, and nuisance properties to protect public health, safety, and welfare, preserve neighborhood integrity, and promote community revitalization; and

WHEREAS, the City Council desires to establish a separate fund to designate and account for financial resources intended for blight elimination, property cleanup, demolition, redevelopment preparation, and related activities; and

WHEREAS, the City Council has determined that establishing Fund 406 – Blight Fund will provide a dedicated accounting mechanism for addressing existing and future blighted properties throughout the City; and

WHEREAS, the City Council desires to transfer from Fund 101 – General Fund to Fund 406 – Blight Fund to provide initial funding for blight elimination and property improvement efforts; and

WHEREAS, the City Council has determined that the transfer supports the city's ongoing efforts to improve property conditions, encourage reinvestment, and enhance the overall appearance and vitality of the community.

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

Section 1. Establishment of Fund. The City Council hereby authorizes the establishment of Fund 406 – Blight Fund for the purpose of accounting for resources designated for blight elimination, hazardous and nuisance abatement, demolition, property cleanup, redevelopment preparation, and related eligible expenditures.

Section 2. Authorization of Transfer.

TRANSFERS	TO	
101 General Fund	Fund 406 Blight Fund	\$ 250,000.00

Section 3. Administration of Funds. The City Clerk-Treasurer is hereby authorized and directed to make the necessary accounting entries to establish Fund 406 and complete the authorized interfund transfer in accordance with applicable governmental accounting standards and city financial procedures.

Section 4. Use of Funds. Monies held in Fund 406 shall be designated for blight elimination and related property improvement activities, including eligible inspection, legal, cleanup, demolition, and redevelopment preparation costs. Expenditures shall be subject to applicable laws, city policies, and city council authorization.

Section 5. Recovery of Costs. Any reimbursement, special assessment collections, or other recoveries of expenditures originally paid from Fund 406 may be credited to the fund, as appropriate and consistent with applicable accounting requirements, to support future blight elimination activities.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

November 4, 2026

ITEM: New Business – Resolution 11.26.02: Establishing Fund 404 – Future Park Improvement Fund and Authorizing the Transfer of \$250,000 from Fund 101 – General Fund

BACKGROUND: The City of St. James recognizes the importance of maintaining, improving, and developing its public parks and recreational facilities to meet the current and future needs of the community.

The proposed resolution establishes Fund 404 – Future Park Improvement Fund to provide a dedicated funding source for future park improvements, development, and related capital expenditures. The resolution also authorizes the transfer of \$250,000 from Fund 101 – General Fund to Fund 404.

Establishing a separate fund will allow the City to accumulate and designate financial resources for future park projects, improve financial transparency, and provide clearer tracking of park-related capital expenditures. This approach also supports the City's long-term capital improvement planning efforts and ensures that funds designated for future park improvements are accounted for separately from general operating expenditures.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.02

**RESOLUTION ESTABLISHING FUND 404 – FUTURE PARK IMPROVEMENT
FUND AND AUTHORIZING THE TRANSFER OF \$250,000 FROM FUND 101 –
GENERAL FUND**

WHEREAS, the City of St. James recognizes the importance of maintaining, improving, and developing its public parks and recreational facilities to meet the current and future needs of the community; and

WHEREAS, the City Council desires to establish a separate fund to designate and account for financial resources intended for future park improvements, development, and related capital expenditures; and

WHEREAS, the City Council has determined that establishing Fund 404 – Future Park Improvement Fund will provide a dedicated accounting mechanism for the accumulation and expenditure of funds for future park improvement projects; and

WHEREAS, the City Council has determined that the transfer is in the best interest of the City and supports its long-term capital improvement planning efforts.

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

Section 1. Establishment of Fund. The City Council hereby authorizes the establishment of Fund 404 – Future Park Improvement Fund for the purpose of accounting for resources designated for future park improvements, development, and related capital expenditures.

Section 2. Authorization of Transfer.

TRANSFERS	TO	
101 General Fund	Fund 404 Future Park Improvement Fund	\$ 250,000.00

Section 3. Administration of Funds. The City Clerk-Treasurer is hereby authorized and directed to make the necessary accounting entries to establish Fund 404 and complete the authorized interfund transfer in accordance with applicable governmental accounting standards and City financial procedures.

Section 4. Use of Funds. Monies held in Fund 404 shall be designated for future park improvements, development, and related capital expenditures, subject to applicable laws and City Council authorization.

Adopted by the City Council this 4th day of November 2026.

ATTEST:

Christopher Whitehead, Mayor

Kristin K. Hurley, City Clerk

November 4, 2026

ITEM: New Business – Resolution 11.26.03: Establishing Fund 407 – Capital Equipment Fund and Authorizing the Transfer of \$465,000 from Fund 103 – Capital Equipment Fund

BACKGROUND: The City of St. James is working to improve financial reporting and establish more consistent accounting procedures for capital equipment purchases across City departments.

Currently, certain capital equipment expenditures are recorded within individual departmental funds, requiring subsequent interfund transfers to allocate the associated costs. This process creates additional accounting entries and makes it more difficult to clearly distinguish capital expenditures from routine departmental operating expenses. The proposed resolution establishes Fund 407 – Capital Equipment Fund and authorizes the transfer of \$465,000 from Fund 103 – Capital Equipment Fund to the newly established fund.

Effective January 1, 2027, eligible capital equipment purchases will be recorded and expended directly through Fund 407 rather than through individual departmental operating funds. Departments will continue to identify and request equipment purchases through the City's established budget and capital improvement planning processes.

Establishing this centralized accounting structure will improve financial transparency, simplify audit procedures, reduce unnecessary interfund transactions, and provide clearer tracking of capital equipment expenditures.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.03

**RESOLUTION ESTABLISHING FUND 407 – CAPITAL EQUIPMENT FUND
AND AUTHORIZING THE TRANSFER OF \$465,000 FROM FUND 103 –
CAPITAL EQUIPMENT FUND**

WHEREAS, the City of St. James recognizes the importance of maintaining accurate, transparent, and consistent financial records for capital equipment purchases and expenditures; and

WHEREAS, the City currently accounts for certain capital equipment expenditures through individual departmental funds and utilizes interfund transfers to allocate the associated costs; and

WHEREAS, the City Council desires to improve financial reporting, strengthen internal controls, simplify audit procedures, and provide clearer tracking of capital equipment expenditures by establishing a separate fund dedicated to capital equipment purchases; and

WHEREAS, the City Council has determined that capital equipment expenditures should be accounted for separately from the General Fund and routine departmental operating expenditures to provide a more accurate representation of the City's operating and capital activities; and

WHEREAS, the City Council desires to establish Fund 407 – Capital Equipment Fund as the primary fund for recording and tracking eligible capital equipment purchases across City departments; and

WHEREAS, the City Council further desires to transfer \$465,000 from Fund 103 – Capital Equipment to the newly established Fund 407 – Capital Equipment Fund to provide initial funding for future capital equipment purchases; and

WHEREAS, the establishment of Fund 407 will promote more consistent financial management, improve accountability for capital expenditures, and facilitate more efficient annual financial audits.

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

Section 1. Establishment of Fund. The City Council hereby authorizes the establishment of Fund 407 – Capital Equipment Fund for the purpose of accounting for financial resources designated for the acquisition and replacement of eligible capital equipment.

Section 2. Authorization of Transfer.**TRANSFERS**

103 Capital Equipment Fund

TO

Fund 407 Capital Equipment Fund \$ 465,000.00

Section 3. Centralized Capital Equipment Accounting. Effective January 1, 2027, eligible capital equipment purchases shall be recorded and expensed directly through Fund 407 rather than initially being recorded as expenditures within individual departmental operating funds and subsequently adjusted through interfund transfers.

Section 4. Departmental Equipment Purchases. City departments shall continue to identify, plan, and request capital equipment purchases through the City's established budget and capital improvement planning processes. Approved capital equipment purchases shall be accounted for directly within Fund 407, with appropriate departmental, project, or equipment classifications maintained to ensure accurate tracking and reporting.

Section 5. Funding and Transfers. The City Council may authorize additional transfers or appropriations to Fund 407 as necessary to support approved capital equipment purchases. Any transfers from other City funds shall be recorded in accordance with applicable governmental accounting standards and City financial procedures.

Section 6. Administration of Fund. The City Clerk-Treasurer is hereby authorized and directed to establish Fund 407, complete the authorized transfer, and implement the necessary accounting procedures to ensure capital equipment expenditures are appropriately recorded, classified, and reported.

Section 7. Use of Funds. Monies held in Fund 407 shall be used for approved capital equipment acquisitions, replacements, and directly related eligible expenditures, subject to available appropriations, applicable laws, and City purchasing policies.

Adopted by the City Council this 4th day of November 2026.

 Christopher Whitehead, Mayor

ATTEST:

 Kristin K. Hurley, City Clerk

November 4, 2026

ITEM: New Business – Resolution 11.26.04: Establishing Fund 408 – Capital Improvement Fund and Authorizing the Transfer of \$350,000 from Fund 105 – Capital Improvement Fund

BACKGROUND: The City of St. James is working to improve financial reporting and establish more consistent accounting procedures for capital improvement projects and expenditures across City departments.

Currently, certain capital improvement expenditures are recorded within individual departmental funds, requiring subsequent interfund transfers to allocate the associated costs. This process creates additional accounting entries and makes it more difficult to clearly distinguish capital improvements from routine departmental operating expenses. The proposed resolution establishes Fund 408 – Capital Improvement Fund and authorizes the transfer of \$350,000 from Fund 105 – Capital Improvement Fund to the newly established fund.

Effective January 1, 2027, eligible capital improvement expenditures will be recorded directly through Fund 408 rather than through individual departmental operating funds. Departments will continue to identify and request capital improvement projects through the City's established budget and capital improvement planning processes.

Establishing this centralized accounting structure will improve financial transparency, simplify audit procedures, reduce unnecessary interfund transactions, and provide clearer tracking of capital improvement expenditures, including infrastructure and facility improvements.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.04

**RESOLUTION ESTABLISHING FUND 408 – CAPITAL IMPROVEMENT FUND
AND AUTHORIZING THE TRANSFER OF \$350,000 FROM FUND 105 –
CAPITAL IMPROVEMENT FUND**

WHEREAS, the City of St. James recognizes the importance of maintaining accurate, transparent, and consistent financial records for capital improvement projects and expenditures; and

WHEREAS, the City currently accounts for certain capital improvement expenditures through individual departmental funds and utilizes interfund transfers to allocate the associated costs; and

WHEREAS, the City Council desires to improve financial reporting, strengthen internal controls, simplify audit procedures, and provide clearer tracking of capital improvement expenditures by establishing a separate fund dedicated to capital improvements; and

WHEREAS, the City Council has determined that capital improvement expenditures should be accounted for separately from the General Fund and routine departmental operating expenditures to provide a more accurate representation of the City's operating and capital activities; and

WHEREAS, the City Council desires to establish Fund 408 – Capital Improvement Fund as the primary fund for recording and tracking eligible capital improvement projects and expenditures across City departments; and

WHEREAS, the City Council further desires to transfer \$350,000 from Fund 105 – Capital Improvement to the newly established Fund 408 – Capital Improvement Fund to provide initial funding for future capital improvement projects; and

WHEREAS, the establishment of Fund 408 will promote more consistent financial management, improve accountability for capital expenditures, and facilitate more efficient annual financial audits.

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

Section 1. Establishment of Fund. The City Council hereby authorizes the establishment of Fund 408 – Capital Improvement Fund for the purpose of accounting for financial resources designated for eligible capital improvement projects, infrastructure improvements, facility improvements, and related capital expenditures.

Section 2. Authorization of Transfer.**TRANSFERS****TO**

105 Capital Improvement Fund Fund 408 Capital Improvement Fund \$ 350,000.00

Section 3. Centralized Capital Equipment Accounting. Effective January 1, 2027, eligible capital improvement purchases shall be recorded and expensed directly through Fund 408 rather than initially being recorded as expenditures within individual departmental operating funds and subsequently adjusted through interfund transfers.

Section 4. Departmental Equipment Purchases. City departments shall continue to identify, plan, and request capital improvement projects through the City's established budget and capital improvement planning processes. Approved capital improvement expenditures shall be accounted for directly within Fund 408, with appropriate departmental, project, or expenditure classifications maintained to ensure accurate tracking and reporting.

Section 5. Funding and Transfers. The City Council may authorize additional transfers or appropriations to Fund 408 as necessary to support approved capital improvement projects. Any transfers from other City funds shall be recorded in accordance with applicable governmental accounting standards and City financial procedures.

Section 6. Administration of Fund. The City Clerk-Treasurer is hereby authorized and directed to establish Fund 408, complete the authorized transfer, and implement the necessary accounting procedures to ensure capital improvement expenditures are appropriately recorded, classified, and reported.

Section 7. Use of Funds. Monies held in Fund 408 shall be used for approved capital improvement projects, infrastructure improvements, facility improvements, and directly related eligible expenditures, subject to available appropriations, applicable laws, and City purchasing policies.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

November 4, 2026

ITEM: New Business – Resolution 11.26.05: Authorizing Asbestos Abatement at 411 4th Street North and 717 6th Street North

BACKGROUND: The City of St. James continues its efforts to address deteriorated, hazardous, and blighted properties throughout the community. As part of these efforts, the City has identified several City-owned properties for future demolition.

Asbestos inspections were conducted by Jerome H. Meidl, to identify asbestos-containing materials within the structures. The inspections identified materials requiring proper abatement and disposal prior to demolition of two properties.

The proposed resolution authorizes asbestos abatement at the following locations:

- **411 4th Street North:** \$11,731.00
- **717 6th Street North:** \$6,570.00

The total estimated cost for asbestos abatement is **\$18,301.00**, based on the project estimate provided by Jerome H. Meidl.

Completing the asbestos abatement is a necessary step in preparing these properties for demolition while ensuring compliance with applicable state and federal environmental regulations.

The resolution authorizes the Code Enforcement Officer to coordinate and oversee the abatement process, including securing qualified contractors, obtaining necessary documentation, and coordinating regulatory requirements.

Funding for these expenditures will be provided through Fund 406 – Blight Fund.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.05

**RESOLUTION AUTHORIZING ASBESTOS ABATEMENT AT 411 4TH STREET
NORTH AND 717 6TH STREET NORTH**

WHEREAS, the City of St. James is undertaking efforts to address deteriorated and blighted properties within the city to protect public health, safety, and welfare and promote neighborhood improvement; and

WHEREAS, the City has identified properties located at 411 4th Street North and 717 6th Street North, St. James, Minnesota, for future demolition; and

WHEREAS, asbestos inspections were conducted by Jerome H. Meidl to identify asbestos-containing materials within the structures; and

WHEREAS, the inspections identified asbestos-containing materials requiring appropriate abatement and disposal prior to demolition; and

WHEREAS, Jerome H. Meidl submitted a project estimate, identifying the following estimated asbestos abatement costs:

Property Address	Estimated Cost
411 4 th Street North	\$11,731.00
717 6 th Street North	\$6,570.00
Total	\$18,301.00

WHEREAS, the City Council recognizes the need to properly address asbestos-containing materials in accordance with applicable state and federal regulations before proceeding with demolition activities; and

WHEREAS, the City Council finds that completing the necessary asbestos abatement supports the city's ongoing blight elimination and community improvement efforts.

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

Section 1. Authorization of Asbestos Abatement. The City Council hereby authorizes asbestos abatement activities at the properties located at 411 4th Street North and 717 6th Street North, St. James, Minnesota, in preparation for future demolition.

Section 2. Approval of Estimated Costs. The City Council hereby approves an estimated total expenditure of \$18,301.00 for asbestos abatement at the two properties,

based on the estimate prepared by Jerome H. Meidl, subject to confirmation of final scope, costs, and applicable procurement requirements.

Section 3. Project Administration. The Code Enforcement Officer is hereby authorized to coordinate and administer the asbestos abatement work, including obtaining necessary documentation, securing qualified contractors, coordinating regulatory notifications, and overseeing completion of the work in accordance with applicable laws and regulations.

Section 4. Funding. Expenditures associated with the authorized asbestos abatement shall be paid from Fund 406 – Blight Fund.

Section 5. Regulatory Compliance. All asbestos abatement activities shall be performed by appropriately licensed or certified personnel, as required, and in compliance with applicable Minnesota Department of Health, Minnesota Pollution Control Agency, and federal asbestos regulations.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

PROJECT ESTIMATE

May 30, 2026

From: Jerome H. Meidl
315 East Central Street
Springfield, MN. 56087
507-920-9160

To: Attn: Brandon Showalter
Brandon.Showalter@ci.stjames.mn.us

Work to be done consists of the following:

Removal and disposal of asbestos containing materials from (3) houses, all to be demolished.
Located and described as follows:

X House # 1: 411 - 4th Street North St. James, MN. 56081
Asbestos removal total estimated cost: \$11,731.00

House # 2: 411 - 4th Street North St. James, MN. 56081 (corner house)
No asbestos removal needed in this house.

House # 3: 405 - 6th Street North St. James, MN. 56081
This house is in very poor condition and has areas of partial collapse. There are other areas of soft floors that may fall in at any time.
Asbestos removal work; work both inside and outside this house would be extremely dangerous to workers.
It is the opinion of this inspector that demolition could and should be done with all asbestos materials in place.
This may require a variance from MPCA and/or MDH.
If asbestos removal were possible, estimated cost is: \$33,404.00

X House # 4: 717 - 6th Street North St. James, MN. 56081
Asbestos removal total estimated cost: \$6,570.00

**All costs are estimates and could change due to deteriorating conditions on these structures, as well as presence of debris inside and weed and tree growth outside.

ASBESTOS SURVEY

Building name: St. James Demo House # 1 and Garage

Building location: 411 - 4th Street North St. James, MN. 56081

On May 21, 2026, a building inspection was conducted at the above named location.

This inspection was done to locate and identify the presence of asbestos containing materials.

The buildings inspected are a house, garage, and summer kitchen.

These structures will be addressed individually in this report as follows.

Summer Kitchen: 8'x 12' summer kitchen building. It is all wood construction with wood siding and wood roof shingles.

Interior is unfinished with concrete floor.

There is no electricity. No heat. No insulation. No plumbing.

No suspect asbestos materials were observed with this building.

No samples were taken.

Garage: 22'x 26' 2-1/2 stall detached garage. It is concrete block wall construction with all wood roof construction. Roof shingles are asphalt and are the same as the house roof.

Interior is unfinished with concrete floor.

There is no heat. No insulation. No plumbing.

Roof shingles were sampled and tested NEGATIVE for asbestos.

House: 26'x 40' 1-1/2 story house with partial basement on the west 1/3rd of the house. It is all wood construction with slate siding over wood, and asphalt roof shingles. (same as garage).

Interior is all wood floors with some carpet, tile, and floor coverings. Walls and ceilings are all plaster with wood lath with wood paneling on some walls.

Heating system is forced air with metal ducts. There is no duct wrap or seam tape observed.

Insulation observed is blown cellulose in walls and in attic.

There is no sink or tub coatings. No plumbing insulation.

Several suspect materials were observed and sampled.

The following is a summary of those materials found to contain asbestos. And, those materials known to contain asbestos (Assumed) through the use of historical data.

Sample # Assumed

Type of material:	slate siding
Location of material:	exterior siding of house
Friable/Non-friable:	Non-friable
Quantity of material:	approximately 1,600 square feet



Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID	504677	Client:	Jerome Meidl
Account Number:	69-000132		315 East Central St.
			Springfield, MN. 56087
Date Received:	05/26/2026		
Received By:	Amanda Bass		
Date Analyzed:	05/28/2026	Project:	St. James Demo House #1 + Garage
Analyzed By:	Cassie Sanborn	Project Location:	411 4th St. N. St. James, MN 56081
Methodology:	EPA/600/R-93/116	Project Number:	N/A

Pace Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	A-1	Layered	Brown Flooring	Asbestos Present Chrysotile 15	Cellulose 5	Vinyl Foam Binder
001a		Layered	Brown Flooring	Asbestos Not Present	Cellulose 100	
002	A-2	Homogeneous	** Flooring	**	Not Analyzed	
Positive Stop						
003	A-3	Layered	Beige Flooring	Asbestos Not Present	Cellulose 35	CaCO ₃ Vinyl Tar
003a		Layered	Black Mastic	Asbestos Present Chrysotile 4	NA	Tar Glue
004	A-4	Layered	Beige Flooring	Asbestos Not Present	Cellulose 35	CaCO ₃ Vinyl Tar
004a		Layered	** Mastic	**	Not Analyzed	

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Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID	504677	Client:	Jerome Meidl
Account Number:	69-000132		315 East Central St.
			Springfield, MN. 56087
Date Received:	05/26/2026		
Received By:	Amanda Bass		
Date Analyzed:	05/28/2026	Project:	St. James Demo House #1 + Garage
Analyzed By:	Cassie Sanborn	Project Location:	411 4th St. N. St. James, MN 56081
Methodology:	EPA/600/R-93/116	Project Number:	N/A

Pace Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
Positive Stop						
008a		Layered	Brown Flooring	Asbestos Not Present	Cellulose 100	
009	A-9	Layered	Tan Floor Tile	Asbestos Present Chrysotile 5	NA	CaCO3 Vinyl
009a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
010	A-10	Layered	** Floor Tile	**	Not Analyzed	
Positive Stop						
010a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
011	A-11	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
012	A-12	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis. Pace Analytical is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; and EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory. If submitted samples are inhomogeneous in nature, then subsamples of the components will be analyzed separately. Samples determined to contain asbestos fibers, will have the following acceptable error ranges (1% = 0-3%, 5% = 1-9%, 10% = 5-15%, 20% = 10-30%, 50% = 40-60%, etc.) as specified per EPA Method 600/R-93/116, Table 2-1.



Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID	504677	Client:	Jerome Meidl
Account Number:	69-000132		315 East Central St.
Date Received:	05/26/2026		Springfield, MN. 56087
Received By:	Amanda Bass	Project:	St. James Demo House #1 + Garage
Date Analyzed:	05/28/2026	Project Location:	411 4th St. N. St. James, MN 56081
Analyzed By:	Cassie Sanborn	Project Number:	N/A
Methodology:	EPA/600/R-93/116		

Pace Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
019	A-19	Layered	Black/White Shingle	Asbestos Not Present	Cellulose 30	Tar Sand
019a		Layered	Black Tar	Asbestos Not Present	NA	Tar CaCO3
020	A-20	Layered	Black/White Shingle	Asbestos Not Present	Cellulose 30	Tar Sand
020a		Layered	Black Tar	Asbestos Not Present	NA	Tar CaCO3

Cassie Sanborn, Laboratory Analyst

5/28/2026

Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis. Pace Analytical is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; and EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory. If submitted samples are inhomogeneous in nature, then subsamples of the components will be analyzed separately. Samples determined to contain asbestos fibers, will have the following acceptable error ranges (1% = 0-3%, 5% = 1-9%, 10% = 5-15%, 20% = 10-30%, 50% = 40-60%, etc.) as specified per EPA Method 600/R-93/116, Table 2-1.



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Page 2 of 2

For Lab Use Only	
Lab No. <u>504677</u>	
☒ Accept	☐ Reject

Project Information:						
Company: Jerome H. Meidl			Project Name: <u>St. James Demo House #1</u>		Project Location: <u>411 S.W. St. N. St. James, MN 55081</u>	
No.	Sample ID (10 Characters Max)	☒ To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	A-11	☐		Ceiling tile		Spots - 2 in
12	A-12	☐				↓
13	A-13	☐				Spots - 2 in
14	A-14	☐				↓
15	A-15	☐		Window Glazing		Spots - E
16	A-16	☐				Spots - S
17	A-17	☐		Plaster		Throughout
18	A-18	☐				↓
19	A-19	☐		Roof Shingle		House
20	A-20	☐				Garage
21		☐				
22		☐				
23		☐				
24		☐				
25		☐				
26		☐				
27		☐				
28		☐				
29		☐				
30		☐				

SATURDAY FEDEX SAMPLE DELIVERY - CALL TO SCHEDULE • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • Mark Package "Hold for Saturday Pickup"
Please Note - UPS and USPS are NOT available for Saturday Delivery

ASBESTOS SURVEY

Building name: St. James Demo House # 4 and Garage

Building location: 717 - 6th Street North St. James, MN. 56081

On May 21, 2026, a building inspection was conducted at the above named location.

This inspection was done to locate and identify the presence of asbestos containing materials.

The buildings inspected are a house and garage.

The structures will be addressed individually in this report as follows.

Garage: 14' x 28' detached garage. It is all wood construction with wood siding and asphalt roof shingles (same as house).

Interior is unfinished with a concrete floor.

There is no heating system. No insulation. No plumbing.

Roof shingles were sampled and tested NEGATIVE for asbestos.

House: 24' x 40' 1-1/2 story house. It is all wood construction with aluminum siding over wood and asphalt roof shingles (same as garage).

Interior is all wood floors with some carpet and floor coverings. There is a full basement. Walls and ceilings are plaster and wood lath throughout.

Heating system is forced air with metal ducts. There is no duct insulation or seam tape present. Insulation observed is all blown cellulose in walls and attic.

There is no plumbing insulation. No tub coating.

Several suspect asbestos materials were observed and sampled.

The following is a summary of those materials found to contain asbestos. And those materials known to contain asbestos (Assumed) through the use of historical data.

Sample # Assumed

Type of material:	kitchen sink undercoating
Location of material:	kitchen sink
Friable/Non-friable:	Non-friable
Quantity of material:	1 kitchen sink

Sample # D-1 and D-2

Type of material:	tan floor covering
Location of material:	west entry/kitchen/stair treads and backs
Friable/Non-friable:	Non-friable
Quantity of material:	approximately 300 square feet



Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID	504667	Client:	Jerome Meidl
Account Number:	69-000132		315 East Central St.
			Springfield, MN. 56087
Date Received:	05/26/2026		
Received By:	Charlie Johnson	Project:	St. James Demo House #4 + Garage
Date Analyzed:	05/28/2026	Project Location:	717 6th st. N. St. James, MN 56081
Analyzed By:	Benjamin Hill	Project Number:	NA
Methodology:	EPA/600/R-93/116		

Pace Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	D-1	Homogeneous	Tan Sheet Vinyl	Asbestos Present Chrysotile 20	NA	Vinyl CaCO ₃
002	D-2	Homogeneous	** Sheet Vinyl	**	Not Analyzed	
Positive Stop						
003	D-3	Layered	Black/White Floor Tile	Asbestos Not Present	Synthetic	2 CaCO ₃ Vinyl
003a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
004	D-4	Layered	Black/White Floor Tile	Asbestos Not Present	Synthetic	2 CaCO ₃ Vinyl
004a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
005	D-5	Layered	Beige Floor Tile	Asbestos Present Chrysotile 3	NA	CaCO ₃ Vinyl

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Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID	504667	Client:	Jerome Meidl
Account Number:	69-000132		315 East Central St.
			Springfield, MN. 56087
Date Received:	05/26/2026		
Received By:	Charlie Johnson		
Date Analyzed:	05/28/2026	Project:	St. James Demo House #4 + Garage
Analyzed By:	Benjamin Hill	Project Location:	717 6th st. N. St. James, MN 56081
Methodology:	EPA/600/R-93/116	Project Number:	NA

Pace Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
010	D-10	Layered	White Skim Coat	Asbestos Not Present	NA	CaCO3 Gypsum Paint
010a		Layered	Gray Plaster	Asbestos Not Present	Hair <1	Gypsum Sand
011	D-11	Layered	White Skim Coat	Asbestos Not Present	NA	CaCO3 Gypsum Paint
011a		Layered	Gray Plaster	Asbestos Not Present	Hair <1	Gypsum Sand
012	D-12	Layered	Black Tar	Asbestos Not Present	NA	Tar
012a		Layered	Gray Shingle	Asbestos Not Present	Glass Fiber 25	Tar Sand
013	D-13	Layered	Black Tar	Asbestos Not Present	NA	Tar

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Page 1 of 2

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For Lab Use Only	
Lab No.	504667
Accept	Reject

Report Results (☒ one box)	
☐ QuantEM Website	
☒ Email <u>jeremyandusiemid@gmail.com</u>	
☐ Other _____	

Contact Information		Project Information	
Company: Jerome H. Meidl	Phone: (507) 920-9160	Project Name: <u>St James Demo House #4 + Garage</u>	
Contact: Jerome H. Meidl	Cell Phone: (507) 920-9160	Project Location: <u>717 6th St. N. St. James, MN</u>	
Account #: 69-000132	E-mail: <u>jeremyandusiemid@gmail.com</u>	Project ID: <u>56081</u>	
SAMPLED BY: Name: Jerome H. Meidl	Date: <u>5/21/26</u>	R.O. Number: _____	

RELINQUISHED BY	DATE & TIME	VIA	RECEIVED BY	DATE & TIME
<u>Jerome H. Meidl</u>		<u>USPS</u>	<u>[Signature]</u>	<u>5/26/26 1010</u>

REQUESTED SERVICES (Please ☒ the Appropriate Boxes)

PLM	PLM	TEM	TEM	TURNAROUND TIME
☒ Bulk Analysis **	☐ Vermiculite Attic Insulation (EPA 600/R-04/004)	☐ Air- AHERA	☐ Bulk- Presence / Absence EPA600/R-93/116	☐ Rush
☐ 400 Point Count	☐ Other	☐ Air- NIOSH 7402	☐ Bulk- Quantitative (weight%)- Chatfield	☐ Same Day
☐ 1000 Point Count		☐ Air- ISO 10312	☐ Dust- Presence / Absence	☐ 24 - Hour
☐ Gravimetric Preparation	PCM	☐ Drinking Water- EPA 100.2	☐ Dust- Quantitative (fibers/sq.cm)- ASTM D5755	☒ 3 - Day
☐ Particle ID	☐ NIOSH 7400	☐ Waste Water- EPA 600/4-83-043	☐ Other	☐ 5 - Day

No.	Sample ID (10 Characters Max)	☒ To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	D-1	☐		Floor Covering	300 sf	West Entry / Kitchen, stairs, trends + back
2	D-2	☐				
3	D-3	☐		Floor tile	230 sf	Dining Rm (Pawl + stick) 12"
4	D-4	☐				+ Bath rm
5	D-5	☐		Floor tile	576 sf	Basement F. Room
6	D-6	☐				
7	D-7	☐		Sheetrock		Sw Room + Kitchen (kit)
8	D-8	☐				(sw)
9	D-9	☐				(Bath)
10	D-10	☐		Plaster		Dining Rm (Through out)

SATURDAY FEDEX SAMPLE DELIVERY - CALL TO SCHEDULE • Use this address for Saturday Delivery: only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8817 • Mark Package "Held for Saturday Pickup" Please Note - UPS and USPS are NOT available for Saturday **PLM Bulk Analysis (EPA 40-CFR Appendix E to Subpart E of Part 763 and EPA 600/R-93/116 Methods)

m DEPARTMENT
OF HEALTH

Asbestos Inspector Certification

Minnesota Department of Health

Number ASB-662

Jerome Meidl

315 E Central St

Springfield, Minnesota 56037

Issue Date:
March 11, 2026

Expiration Date:
March 6, 2027

Certificate No: 5LM03062605AIR

Expiration Date: March 6, 2027

This is to certify that
Jerome Henry Meidl
has attended and successfully completed an
ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

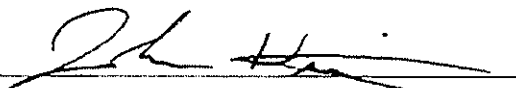
Lake States Environmental, Ltd.

in

White Bear Lake, MN on March 6, 2026

Examination Date: March 6, 2026

Lake States Environmental, Ltd.
P. O. Box 645, Rice Lake, WI 54868
www.lakestates.com
(800) 254-9811


Training Instructor

November 4, 2026

ITEM: New Business – Resolution 11.26.06: Granting Sign Permit for Plaza Jalisco Co. at 608 1st Avenue South

BACKGROUND: The City of St. James received a sign permit application from Everardo Magalianes Hildag, representing Plaza Jalisco Co., requesting approval to install a wall-mounted electronic message sign at 608 1st Avenue South.

The property is located within the B-3 General Business District. Pursuant to St. James City Code §156.033, proposed signage plans are reviewed by the Planning and Zoning Commission and require City Council approval.

The Planning and Zoning Commission reviewed the application at its October 26, 2026, meeting and recommended approval. The meeting was open to the public, and no public comments were received regarding the application.

The proposed resolution authorizes installation of the electronic message sign with the condition that messages remain stationary and change periodically. Continuous scrolling, animation, flashing, and prohibited changes in light intensity will not be permitted.

Approval of the resolution will allow Plaza Jalisco Co. to proceed with the proposed signage in accordance with the conditions established by the City.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.06

**RESOLUTION GRANTING SIGNAGE APPROVAL RELATING TO
608 1ST AVENUE SOUTH**

WHEREAS, Everardo Magalianes Hildag (“Applicant”) submitted an application for the Plaza Jalisco Co requesting signage approval for property located at 608 1st Avenue South St. James, MN which is legally described as follows (“Property”):

**LOT EIGHT (8), BLOCK SEVENTEEN (17), CITY OF ST. JAMES,
WATONWAN COUNTY, MINNESOTA. AND LOT SEVEN (7), BLOCK
SEVENTEEN (17), CITY OF ST. JAMES, EXCEPTING THE EAST 8 INCHES
OF SAID LOT SEVEN (7), WATONWAN COUNTY, MINNESOTA**

WHEREAS, the subject property is located in the B-3 “General Business Business District”; and

WHEREAS, the Applicant seeks approval to erect a wall-mounted electronic message sign; and

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

WHEREAS, the Planning and Zoning Commission made its decision in this matter based on the documentation set forth at the time of the October 26, 2026, meeting; and

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

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

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

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

Section 1. The City of St. James is hereby granting signage approval to Everardo Magalianes Hildag for the Plaza Jalisco Co located at 608 1st Avenue South.

Section 2. The electronic display shall operate with stationary messages that change periodically, without continuous scrolling, animation, flashing, or prohibited changes in light intensity.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

Attest:

Kristin Hurley, City Clerk - Treasurer

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members
FROM: Amanda Knoll, City Manager
DATE: October 26, 2026
RE: Sign Permit – Plaza Jalisco Co

Applicant

PLAZA JALISCO CO

ADDRESS – 608 1ST AVENUE SOUTH

CONTACT – EVERARDO MAGALIANES

Request

The applicant is requesting a sign permit to install a wall-mounted electronic message sign at 608 1st Avenue South. The proposed sign includes electronic scrolling capabilities.

Location

The property is located in the downtown General Business District (B-3).

Existing Land Use

The property is being used for commercial business purposes.

City Code

§ 156.002 – Rules and Definitions

SIGN, ON-PREMISES. A sign advertising a business, commodity, service, or entertainment offered upon the same premises on which the sign is located.

SIGN, WALL. A sign affixed to an exterior wall of a building and flush against it.

SIGN, ELECTRONIC MESSAGE. A sign whose message may be changed at intervals by electronic process or remote control, with movement limited to periodic changes of information at a constant light level.

§ 156.033 – Signs

(C) Permit Required for Signs. A permit is required to erect a sign unless exempted by ordinance. The proposed sign plan must be received by the Planning and Zoning Commission and approved by the City Council before installation.

(E)(3) Maximum Sign Surface Area – Business Districts. The total allowable on-premises sign area is based on lot frontage or building frontage, subject to the ordinance's calculation requirements and maximum limitations.

(E)(5) Wall Sign Surface Area. The sign surface area of a sign located on a building wall may not exceed 50% of the total surface area of the wall.

Sign Walls. A sign attached to a building may not project more than 12 inches from the building wall.

(J)(4) Flashing Lights. Signs containing flashing or intermittent lights, or lights of changing intensity, are prohibited except for signs indicating time, date, or weather conditions.

(K)(2) Animated Display Boards. Animated display boards are prohibited.

(K)(12) Motion Signs. Motion signs and flashing signs are prohibited, except for qualifying time and temperature signs displaying a constant message rather than a moving message.

(O) Sign Material Standards in Business Districts. Permanent signs in the B-3 district must be constructed of durable, weather-resistant materials appropriate for long-term outdoor use.

Recommendations

The City Code recognizes electronic message signs that display information changing periodically at a constant light level. However, the ordinance also prohibits animated display boards, motion signs, and flashing signs.

The proposed wall-mounted electronic sign may be permissible if configured to display stationary messages that change periodically without scrolling, animation, flashing, or prohibited variations in lighting intensity.

The city currently has other electronic signs operating within the downtown business district, including signs with scrolling capabilities. These existing signs raise questions regarding historical approvals, ordinance interpretation, and consistent application of the City's sign regulations.

The Commission should evaluate the proposed sign based on the current ordinance, including the proposed display operation, dimensions, mounting location, construction materials, and applicable sign-area limitations.

Staff recommends that the Planning Commission review the proposed sign permit for compliance with § 156.033 and consider recommending approval to the City Council **subject to the following conditions:**

1. The electronic display shall operate with stationary messages that change periodically, without continuous scrolling, animation, flashing, or prohibited changes in light intensity.
2. The sign shall comply with applicable wall-sign area, projection, mounting, and material requirements.
3. Final sign dimensions, specifications, and display settings shall be verified by City staff before permit issuance.

Exhibits

Exhibit A – Sign Permit Application



CITY OF ST. JAMES

APPLICATION FOR A SIGN PERMIT

Name of Applicant: Everardo Magallanes Hildago

Address: 608 1st Ave. S.

City/State/Zip: St. James, MN, 56081

Phone Number: 644-318-2037

Address of Sign (if different from above): 608 1st ave S.

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

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

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

Legal Description of Property: 201001550

Parcel ID 201001550

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

Current Zoning District of Property: Commercial

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

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

Sketch Plan Submitted on: / / Value of proposed work: \$1,147.00

Dimensions of Sign: 77 x 20 inches

Sketch Plan information to be provided:

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

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

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

10/01/2026
Date


Signature of Person Filing Application

Last revised 2/13/2023

Watonwan County, MN

Summary

Parcel ID 201001550
 Property Address 608 FIRST AVE S
 ST JAMES MN 56081
 Sec/Twp/Rng N/A
 Brief Tax Description ORIGINAL - ST JAMES CITY LOT-008 BLOCK-017
 (Note: Not to be used on legal documents)
 Deeded Acres 0.00
 Class 233 - (NON-HSTD) 3A COMMERCIAL LAND AND BUILDING
 District (2001) CITY OF ST JAMES-0840
 School District 0840

[View Map](#)



Placement
of
Sign

Owners

Primary Owner
 PLAZA JALISCO CO
 C/O EVERARDO MAGALLANES HILDAG
 608 FIRST AVE S
 ST JAMES MN 56081

Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	ST JAMES COMMERCIAL	0	25	125	0	3,125.000	S
Total						3,125.000	

Buildings

Building 1
 Year Built 1889
 Architecture
 Above Grade Living Area 3025
 Construction Quality 03
 Foundation Type POURED CON
 Frame Type Frame with Concrete (C)
 Exterior Walls FACE BRICK
 Roof Structure FLAT
 Roof Cover
 Interior Walls DRYWALL
 Floor Cover CLAY TILE
 Heat FORCED AIR
 Air Conditioning CEN EVAPOR
 Bedrooms 0
 Bathrooms
 Stories 1

Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV
Y	WD	U	6/19/2017	PLAZA JALISCO CO	LOS POTROS MEXICAN RESTAURANT	\$138,000	\$138,000	680900
Y	WD	U	6/19/2017	PLAZA JALISCO CO	LOS POTROS MEXICAN RESTAURANT & CANTINA	\$138,000	\$138,000	680900
N	WD	U	8/1/2013	LOS POTROS MEXICAN RESTAURANT & CANTINA	608 REALTY LLC	\$92,500	\$92,500	307741
N	WD	Q	1/6/2012	BAO SHENG,XU	BRIONES,MARIA	\$43,000	\$43,000	337857
N	WD	Q	10/16/2006	BRIONES,MARIA	JOHNSON,DENNIS	\$33,500	\$30,500	183541
Y	WD	U	3/11/2004	JOHNSON,DENNIS	JOHNSON,HARRY	\$1	\$1	959555

⊞ There are other parcels involved in one or more of the above sales:

	2026 Assessment	2025 Assessment	2024 Assessment	2023 Assessment	2022 Assessment
+ Estimated Building Value	\$58,800	\$58,800	\$58,800	\$52,200	\$52,200
+ Estimated Land Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Estimated Market Value	\$68,800	\$68,800	\$68,800	\$62,200	\$62,200

Taxation

	2026 Payable	2025 Payable	2024 Payable	2023 Payable
Estimated Market Value	\$68,800	\$68,800	\$62,200	\$62,200
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$68,800	\$68,800	\$62,200	\$62,200
Net Taxes Due	\$1,426.00	\$1,286.00	\$1,195.00	\$1,423.00
+ Special Assessments	\$38.00	\$38.00	\$35.00	\$35.00
= Total Taxes Due	\$1,464.00	\$1,324.00	\$1,230.00	\$1,458.00

Taxes Paid

Payment #	Receipt #	Receipt Print Date	Amt Write Off	Amt Charge	Amt Payment
146503		4/14/2026	\$0.00	\$0.00	(\$1,464.00)
132211		4/11/2025	\$0.00	\$0.00	(\$1,324.00)
113268		4/12/2024	\$0.00	\$0.00	(\$1,230.00)
98726		4/14/2023	\$0.00	\$0.00	(\$1,458.00)
85671		4/21/2022	\$0.00	\$0.00	(\$1,770.00)
71376	237979	4/20/2021	\$0.00	\$0.00	(\$1,690.00)

Tax Payments

If not making a current tax payment, please contact 507-375-1210 prior to making payment. Penalties are not displaying on delinquent parcels.

[Pay taxes online](#)

To make payments for multiple tax years please contact the Treasurer's office at (507) 375-1210 prior to making payment.

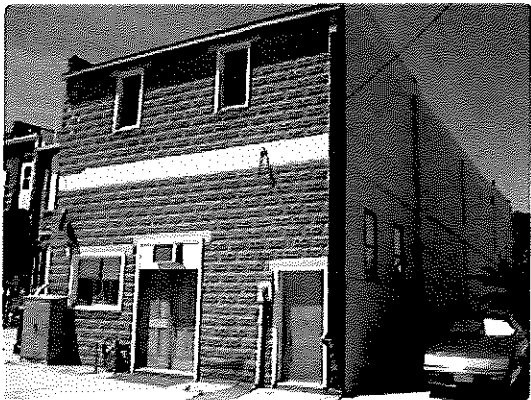
Tax Statements

[2016 \(PDF\)](#)
[2017 \(PDF\)](#)
[2018 \(PDF\)](#)
[2019 \(PDF\)](#)
[2020 \(PDF\)](#)
[2021 \(PDF\)](#)
[2022 \(PDF\)](#)
[2023 \(PDF\)](#)
[2024 \(PDF\)](#)
[2025 \(PDF\)](#)
[2026 \(PDF\)](#)

Valuation Notices

[2025 \(PDF\)](#)
[2026 \(PDF\)](#)

Photos



Sketches

104.0'	
25.0'	RESTAURANTS 1893 2600sf
RESTAURANTS 1842 425sf	
17.0'	
25.0'	

No data available for the following modules: Extra Features, Taxes Unpaid.

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MEXICAN GRILL

November 4, 2026

ITEM: New Business – Resolution 11.26.07: Approving Lot Combination for Esmeralda A. Orozco Marroquin at 1110 and 1112 2nd Avenue South

BACKGROUND: The City of St. James received a Lot Combination Application from Esmeralda A. Orozco Marroquin requesting approval to combine two adjoining residential parcels located at 1110 and 1112 2nd Avenue South.

The properties are identified as Parcel No. 20.179.0380 (1110 2nd Avenue South) and Parcel No. 20.179.0390 (1112 2nd Avenue South). Both parcels are under common ownership and located within the Low-Density Residential (R-1) Zoning District. The proposed combination would result in one tax parcel containing approximately 26,003 square feet.

The purpose of the request is to consolidate the two properties for property-tax administration purposes. No changes to the existing zoning classification, land use, or development of the properties are proposed.

The Planning Commission reviewed the application at its October 26, 2026, meeting and recommended approval to the City Council.

The proposed resolution approves the lot combination subject to verification of common ownership, compliance with applicable zoning requirements, and coordination with Watonwan County to complete the tax parcel combination process.

Approval of the resolution does not constitute approval of a replat, elimination of recorded property lines, or authorization for future development.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.07

**RESOLUTION APROVING LOT COMBINATION FOR ESMERALDA A.
OROZCO MARROQUIN AT 1110 AND 1112 2ND AVENUE SOUTH**

WHEREAS, Esmeralda A. Orozco Marroquin, property owner, has submitted a Lot Combination Application dated October 23, 2026, requesting the combination of two adjoining residential parcels located at 1110 and 1112 2nd Avenue South, St. James, Minnesota; and

WHEREAS, the properties proposed for combination are identified as follows:

- **Parcel No. 20.179.0380:** 1110 2nd Avenue South, consisting of approximately 21,651 square feet; and
- **Parcel No. 20.179.0390:** 1112 2nd Avenue South, consisting of approximately 4,352 square feet; and

WHEREAS, he proposed combination would result in one tax parcel containing approximately 26,003 square feet; and

WHEREAS, both properties are located within the Low-Density Residential (R-1) Zoning District and are under common ownership; and

WHEREAS, the purpose of the request is to consolidate the two adjoining properties into one parcel for property-tax administration purposes, without changing the existing zoning classification or land use; and

WHEREAS, Minnesota Statutes § 272.46, subdivision 2, provides for the combination of legal descriptions of contiguous parcels under common ownership for property-tax purposes, subject to applicable statutory requirements; and

WHEREAS, the proposed lot combination does not involve new construction, subdivision of property, creation of an additional building site, or a change in land use; and

WHEREAS, the St. James Planning Commission reviewed the proposed lot combination and recommended approval to the City Council at its meeting held on October 26, 2026; and

WHEREAS, the City Council finds that the proposed combination is consistent with the City's zoning regulations and is appropriate for property tax administration purposes.

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

Section 1. Approval of Lot Combination. The City Council hereby approves the request submitted by Esmeralda A. Orozco Marroquin to combine the following parcels for property-tax purposes:

- Parcel No. 20.179.0380 – 1110 2nd Avenue South
- Parcel No. 20.179.0390 – 1112 2nd Avenue South

Section 2. Conditions of Approval. The approval shall be subject to the following conditions:

1. Confirmation that both parcels are contiguous and under common ownership.
2. Verification that the proposed combination does not create a zoning violation or adversely affect any existing easement, access, or other applicable property restrictions.
3. The property owner shall coordinate with the Watonwan County Auditor to complete the required tax parcel combination process.
4. The combination shall be for property-tax administration purposes only and shall not constitute approval of a replat, vacation or elimination of recorded property lines, or future development.
5. Any subsequent property division, construction, or land-use changes shall comply with applicable City ordinances and approval requirements.

Section 3. County Coordination. The City Manager or designee is hereby authorized to provide a certified copy of this resolution to the Watonwan County Recorder and any other appropriate county office to facilitate processing of the requested tax parcel combination.

Section 4. Limitations of Approval. This resolution constitutes municipal approval of the requested tax parcel combination only. Final processing shall remain subject to applicable statutory requirements and the procedures of Watonwan County.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

Attest:

Kristin Hurley, City Clerk - Treasurer

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members

FROM: Amanda Knoll, City Manager

DATE: October 26, 2026

RE: Lot Combination – Esmeralda A. Orozco Marroquin

Applicant

ESMERALDA A. OROZCO MARROQUIN
ADDRESS – 1110 2ND AVENUE SOUTH

Parcels

- 20.179.0380 – 1110 2nd Avenue South
- 20.179.0390 – 1112 2nd Avenue South

Request

The applicant is requesting approval to combine two adjoining residential parcels into one parcel. Both properties are under the same ownership, and the proposed combination is intended to consolidate the properties for tax purposes.

The applicant submitted a Lot Combination application dated October 23, 2026. The application identifies both parcel numbers and requests that they be combined into one lot.

Location

The properties are located at 1110 and 1112 2nd Avenue South, within the Low-Density Residential District (R-1).

According to Watonwan County property records, the parcels are identified as follows:

Parcel 20.179.0380 – 1110 2nd Avenue South

- Existing residential property containing a single-family dwelling and accessory structures.
- Approximate parcel area: 21,651 square feet.
- Property classification: Residential, single-unit homestead.

Parcel 20.179.0390 – 1112 2nd Avenue South

- Adjacent unimproved residential property.
- Approximate parcel area: 4,352 square feet.
- Property classification: Unimproved residential land.

The combined parcels would contain approximately 26,003 square feet, based on the county property records.

Existing Land Use

The properties are currently used for residential purposes. The proposed lot combination does not involve a change in zoning classification or a proposed change in land use.

The request does not include construction, relocation of structures, or other physical improvements to the properties.

City Code

§ 156.004(A)(1) – General Provisions: Consideration of Separate Parcels of Land

The City Code addresses contiguous platted lots under single ownership when an individual lot does not meet the minimum zoning requirements.

Under this provision, individual substandard lots cannot be considered separate parcels for purposes of sale or development and must be combined with adjoining lots under the same ownership to establish parcels meeting applicable zoning requirements.

This provision establishes the City's treatment of adjoining lots for zoning purposes. It does not independently establish the procedure for combining county tax parcel identification numbers.

Chapter 156 – Zoning

The properties are located within the R-1 residential zoning district. The proposed combination does not change the zoning designation or authorize additional development.

Any future construction, property division, or change in land use would remain subject to the applicable zoning requirements.

Chapter 157 – Lot Division

Chapter 157 establishes requirements relating to lot divisions and property boundary adjustments.

The applicant is requesting consolidation rather than division of the existing parcels. No new parcel is proposed to be created through a division, and the request does not seek approval of a new development.

Minnesota Statutes

Minn. Stat. § 272.46, Subdivision 2 – Auditor to Combine Legal Descriptions

Minnesota law provides that, upon written application, the county auditor shall combine the legal descriptions of contiguous parcels held under common ownership for property-tax purposes, subject to statutory exceptions.

A combination completed under this provision is for property-tax purposes only and does not independently amend recorded plats, eliminate legal lot lines, or grant development rights.

Recommendations

Based on the submitted application and Watonwan County property information:

1. Both parcels are identified as being under the ownership of Esmeralda Marroquin.
2. Both properties are located within the R-1 residential zoning district.
3. The request is to combine two existing parcels rather than divide property or establish an additional building site.
4. No change in land use, zoning classification, or construction is proposed.
5. The applicant's stated purpose is to consolidate the properties into one parcel for tax purposes.

Staff recommends that the Planning Commission review the application and consider recommending approval of the requested lot combination to the City Council, **subject to the following conditions:**

1. Confirmation that both parcels are contiguous and under common ownership.
2. Verification that the proposed combination does not create a zoning violation or adversely affect any existing easement, access, or other applicable property restrictions.

applicant shall coordinate with the Watonwan County Auditor to complete the required tax parcel combination process.

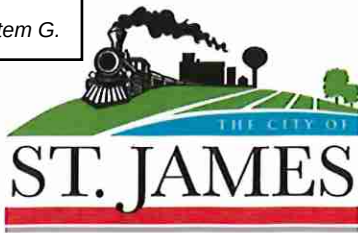
4. The combination shall be for property-tax administration purposes only and shall not constitute approval of a replat, vacation of a property line, or future development.
5. Any subsequent property division, construction, or land-use changes shall comply with applicable City ordinances.

Exhibits

Exhibit A – Lot Combination Application, dated October 23, 2026

Exhibit B – Watonwan County Property Information, Parcel 20.179.0380

Exhibit C – Watonwan County Property Information, Parcel 20.179.0390



CITY OF ST. JAMES PLANNING COMMISSION REQUEST

Application for: <u> </u> Variance	\$175.00 plus 3.00 per notice
<u> </u> Rezoning	\$175.00 plus 3.00 per notice
<u> </u> Ordinance Change	\$175.00 plus 3.00 per notice
<u> </u> Special Use Permit	\$175.00 plus 3.00 per notice
<u> </u> Annexation Petition	\$5.00/acre (min \$150 – max \$600)
<u> </u> Lot Division/Property Split	\$175.00 plus 3.00 per notice
☒ <u> </u> Lot Combination	\$0.00
<u> </u> Plat Subdivision – Prelim	\$75 plus 3.00 per notice
<u> </u> Plat Subdivision – Final	\$75 plus 3.00 per notice
<u> </u> Vacation initiated by citizen petitioner	\$175.00 plus 3.00 per notice
<u> </u> Notification billing	\$3.00 for each required notice

Applicant:

Name: Esmeralda A. Orozco Marroquin

Mailing Address: 1110 2nd Ave S. Saint James MN

Phone Number: 507 370 0246

Email: esmeraldamazariegos@yahoo.com

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

Parcel ID(s): please both parcels 20.179.0390 & 20.179.0380

Description of area affected: hard surfaced streets in front of both parcels

Present Zone R-1

Present Set-back N/A

Present Use Residential

Proposed Zone (if different) N/A

Proposed Set-back (if different) N/A

Proposed Use (if different) _____

Request

combine both parcels into one lot

☐ Attached drawing of request

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

10-23-26
Date

Emmunda Orzco
Signature of Person Filing Application

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

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

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

Section 13, Item G.

Watonwan County, MN

Summary

Parcel ID 201790380
 Property Address 1110 SECOND AVE S
 ST JAMES MN 56081
 Sec/Twp/Rng N/A
 Brief Tax Description BERTHOLET SUBD/GOVT LOT 12-13 99.5' X 217.6' IN LOTS 5,6
 (Note: Not to be used on legal documents)
 Deeded Acres 0.00
 Class 201 - (HSTD) 1A/1B/4BB RESIDENTIAL SINGLE UNIT
 District (2001) CITY OF ST JAMES-0840
 School District 0840

[View Map](#)

Owners

Primary Owner
[ESMERALDA MARROQUIN](#)
 1110 SECOND AVE S
 SAINT JAMES MN 56081

Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	ST JAMES RES-TIER 1	0	0	0	0	7,500.000	S
2	ST JAMES RES-TIER 2	0	0	0	0	7,500.000	S
3	ST JAMES RES-REMAIN	0	0	0	0	6,651.000	S
Total						21,651.000	

Buildings

Building 1
 Year Built 1900
 Architecture RANCH
 Above Grade Living Area 0
 Construction Quality D 5 FAIR
 Foundation Type CEMENT BLOC
 Frame Type WOOD FRAME
 Exterior Walls VINYL SIDE;
 Roof Structure GABLE/HIP
 Roof Cover STEEL
 Interior Walls PLY PANL;
 Floor Cover CARPET;SHT VINYL
 Heat FORCED AIR
 Air Conditioning CENTRAL
 Bedrooms 2
 Bathrooms 1
 Stories 1

Extra Features

Code	Description	Dimensions	Units
OLDSHD	MISC. SHED	32 x 12	384
OLDSHD	MISC. SHED	12 x 18	216
OLDSHD	MISC. SHED	10 x 12	120
OLDSHD	MISC. SHED	12 x 14	168
GARUNF	GARAGE UNFINISHED	28 x 26	728
009100	PATIO	0 x 0	238
100000	DRIVEWAY	0 x 0	1
GARUNF	GARAGE UNFINISHED	30 x 12	360

Section 13, Item G.

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV
Y	WD	Q	9/13/2024	ESMERALDA MARROQUIN	JOSEPH A KIZER	\$128,750	\$128,750	1693844
Y	WD	Q	6/14/2022	JOSEPH A KIZER	TABITHA J GARLOFF	\$85,000	\$85,000	1435833
Y	WD	U	5/3/2022	TABITHA J GARLOFF	PAMELA L NELSON	\$15,000	\$15,000	1408632

There are other parcels involved in one or more of the above sales:

Valuation

	2026 Assessment	2025 Assessment	2024 Assessment	2023 Assessment	2022 Assessment
+ Estimated Building Value	\$60,700	\$63,900	\$62,800	\$46,500	\$40,900
+ Estimated Land Value	\$14,400	\$13,800	\$13,200	\$13,200	\$13,700
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Estimated Market Value	\$75,100	\$77,700	\$76,000	\$59,700	\$54,600

Taxation

	2026 Payable	2025 Payable	2024 Payable	2023 Payable
Estimated Market Value	\$77,700	\$76,000	\$59,700	\$54,600
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	(\$31,080)	(\$30,400)	(\$23,880)	(\$23,080)
= Taxable Market Value	\$46,620	\$45,600	\$35,820	\$31,520
Net Taxes Due	\$742.00	\$648.00	\$339.00	\$319.00
+ Special Assessments	\$38.00	\$38.00	\$35.00	\$35.00
= Total Taxes Due	\$780.00	\$686.00	\$374.00	\$354.00

Taxes Paid

Payment #	Receipt #	Receipt Print Date	Amt Write Off	Amt Charge	Amt Payment
155675		10/12/2026	\$0.00	\$0.00	(\$390.00)
146294		4/10/2026	\$0.00	\$0.00	(\$390.00)
142795		10/23/2025	\$0.00	\$6.86	(\$349.86)
139272		6/26/2025	\$0.00	\$13.72	(\$356.72)
113303		4/12/2024	\$0.00	\$0.00	(\$374.00)
99114		4/19/2023	\$0.00	\$0.00	(\$354.00)
92164		8/11/2022	\$0.00	\$0.00	(\$203.00)
91648		5/18/2022	\$0.00	\$0.00	(\$203.00)
71244	237823	4/16/2021	\$0.00	\$0.00	(\$408.00)

Tax Payments

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Pay taxes online

To make payments for [multiple tax years](#) please contact the Treasurer's office at (507) 375-1210 prior to making payment.

Tax Statements

[2016 \(PDF\)](#)
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[2025 \(PDF\)](#)
[2026 \(PDF\)](#)

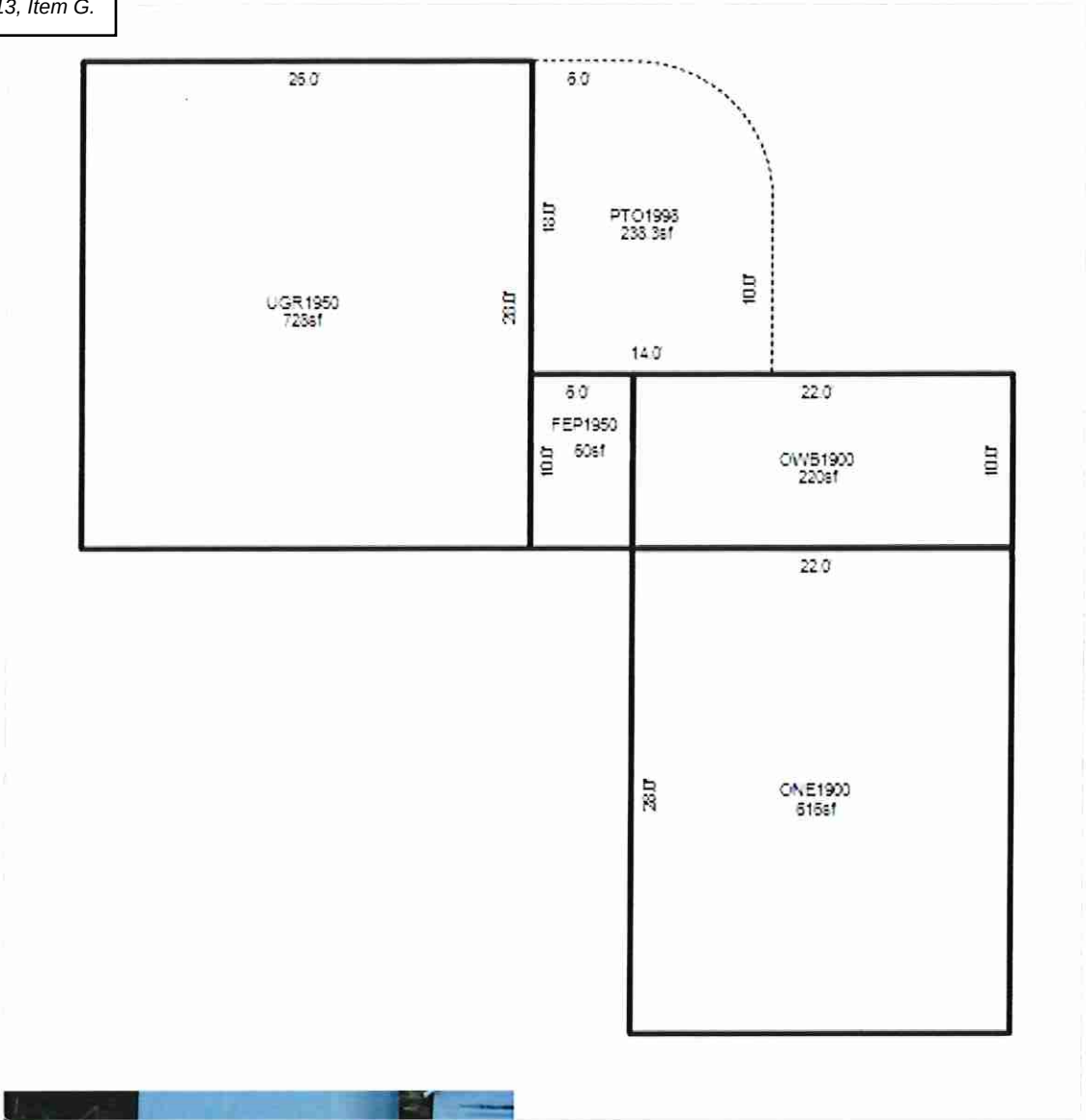
Valuation Notices

[2025 \(PDF\)](#)
[2026 \(PDF\)](#)

Photos

Sketches

Section 13, Item G.



No data

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Section 13, Item G.

Watonwan County, MN

Summary

Parcel ID 201790390
 Property Address 1112 SECOND AVE S
 ST JAMES MN 56081
 Sec/Twp/Rng N/A
 Brief Tax Description BERTHOLET SUBD/GOVT LOT 12-13 PT OF LOTS 5,6
 (Note: Not to be used on legal documents)
 Deeded Acres 0.00
 Class 206 - (NON-HSTD) 4B4 UNIMPROVED RESIDENTIAL LAND
 District (2001) CITY OF ST JAMES-0840
 School District 0840

[View Map](#)

Owners

Primary Owner
 ESMERALDA MARROQUIN
 1110 SECOND AVE S
 SAINT JAMES MN 56081

Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	ST JAMES RES-TIER 1	0	0	0	0	4,352.000	S
Total						4,352.000	

Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV
Y	WD	Q	9/13/2024	ESMERALDA MARROQUIN	JOSEPH A KIZER	\$128,750	\$128,750	1693844
Y	WD	Q	6/14/2022	JOSEPH A KIZER	TABITHA J GARLOFF	\$85,000	\$85,000	1435833
Y	WD	U	5/3/2022	TABITHA J GARLOFF	PAMELA L NELSON	\$15,000	\$15,000	1408632

⊞ There are other parcels involved in one or more of the above sales:

Valuation

	2026 Assessment	2025 Assessment	2024 Assessment	2023 Assessment	2022 Assessment
+ Estimated Building Value	\$0	\$0	\$0	\$0	\$0
+ Estimated Land Value	\$1,900	\$1,800	\$1,800	\$1,800	\$3,100
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Estimated Market Value	\$1,900	\$1,800	\$1,800	\$1,800	\$3,100

Taxation

	2026 Payable	2025 Payable	2024 Payable	2023 Payable
Estimated Market Value	\$1,800	\$1,800	\$1,800	\$3,100
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$1,800	\$1,800	\$1,800	\$3,100
Net Taxes Due	\$32.00	\$30.00	\$30.00	\$50.00
+ Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
= Total Taxes Due	\$32.00	\$30.00	\$30.00	\$50.00

Section 13, Item G.

Payment #	Receipt #	Receipt Print Date	Amt Write Off	Amt Charge	Amt Payment
146295		4/10/2026	\$0.00	\$0.00	(\$32.00)
139271		6/26/2025	\$0.00	\$1.20	(\$31.20)
113302		4/12/2024	\$0.00	\$0.00	(\$30.00)
99113		4/19/2023	\$0.00	\$0.00	(\$50.00)
91863		6/24/2022	\$0.00	\$0.96	(\$24.96)
71245	237824	4/16/2021	\$0.00	\$0.00	(\$24.00)

Tax Payments

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Tax Statements

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[2024 \(PDF\)](#)
[2025 \(PDF\)](#)
[2026 \(PDF\)](#)

Valuation Notices

[2025 \(PDF\)](#)
[2026 \(PDF\)](#)

Photos



No data available for the following modules: Buildings, Extra Features, Taxes Unpaid, Sketches.

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November 4, 2026

ITEM: New Business – Resolution 11.26.08: Authorizing the City Manager to Enter into the HeatShare Agreement with The Salvation Army

BACKGROUND: The City of St. James has received a HeatShare Program Agreement from The Salvation Army to continue its partnership in providing emergency utility assistance to individuals and families experiencing financial hardship.

HeatShare is a voluntary, donation-funded program that assists eligible Minnesota households with energy-related expenses, including heating and electric bills, heating equipment repairs, and utility disconnections. The program is intended to provide additional assistance to low-income residents, elderly individuals, persons with disabilities, and others experiencing financial difficulties.

Under the proposed agreement, St. James Public Utility will promote the HeatShare Program through utility bill inserts, newsletters, and other appropriate communication methods. Customers and employees may voluntarily contribute to the program, with collected donations transferred to The Salvation Army for distribution to eligible households.

Participation does not require the City to contribute utility funds directly to the program. However, the city will continue to absorb administrative expenses associated with promoting the program, collecting donations, and transferring contributions.

The proposed agreement covers October 1, 2026, through September 30, 2027, and allows either party to terminate the agreement with 90 days' written notice.

The resolution authorizes the City Manager to execute the HeatShare Program Agreement on behalf of the City of St. James.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.08

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE
HEATSHARE PROGRAM AGREEMENT WITH THE SALVATION ARMY**

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

Section 1: The City Manager is hereby authorized and directed to sign the
HeatShare Agreement with the Salvation Army.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk



DOING
THE MOST
GOOD®

October 29, 2026

Saint James Public Utility
Amanda Glass
City Manager
124 Armstrong Bldg., PO Box 70
Saint James, MN 56081-0070

NORTHERN DIVISION HEADQUARTERS

2445 Prior Ave. N.
Roseville, MN 55113-2714
p: 651-746-3400
f: 651-746-3410
SalvationArmyNorth.org

Lyndon Buckingham, *General*
Commissioner Evie Diaz, *Territorial Commander*
Lt. Colonel David Harvey, *Divisional Commander*

Greetings from The Salvation Army's HeatShare Program,

Did you know that we assisted Minnesota residents with over \$324,000 in emergency utility assistance last year?

This number represents families and individuals in your community who are struggling to keep up with rising energy costs. Together, we can help ensure they don't have to choose between paying their utility bill and meeting other basic needs.

HeatShare: 44 Years of Helping Minnesota Families Stay Warm

For more than four decades, The Salvation Army's HeatShare Program has partnered with Minnesota utility companies to provide emergency assistance for heating, electricity, fuel oil, and utility bills. Since 1982, HeatShare has helped countless households' weather unexpected financial hardships caused by medical emergencies, job loss, vehicle repairs, and other life challenges.

HeatShare is a voluntary, non-government program funded entirely through donations from caring individuals, utility companies, and customers who choose to contribute. Every dollar stays focused on helping neighbors in need. Today, as energy costs continue to rise, the need for HeatShare has never been greater. Your partnership can make an immediate and lasting impact in the community you serve.

How You Can Partner with Us

Participating is simple and comes at no cost to your utility.

- ☐ Promote HeatShare on your website or utility bill using the enclosed sample messaging.
- ☐ Include HeatShare information in your customer newsletter or communications.

By partnering with HeatShare, you provide customers facing financial hardship with access to a trusted local resource while demonstrating your commitment to the community.

HeatShare proudly partners with utility providers across Minnesota including Xcel Energy, CenterPoint Energy, Minnesota Municipal Utilities, Rural Electric Associations, and many others. We hope you will join them in helping neighbors stay safe, warm, and connected.

Enclosed is The Salvation Army HeatShare Agreement. If you choose to participate, please submit the agreement to your governing authority for approval and signature, then return it with all pages included in the enclosed self-addressed stamped envelope. We will promptly return a fully executed copy for your records.

Thank you for considering this opportunity to make a meaningful difference for families in your community. We look forward to partnering with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Ana".

Ana Gonzalez
Divisional HeatShare
The Salvation Army Northern Division

THE SALVATION ARMY HEATSHARE PROGRAM AGREEMENT

COMES NOW, Saint James Public Utility, in joint partnership with The Salvation Army, an Illinois Corporation (The Salvation Army), submits its joint customer contribution fund program plan as follows:

PROGRAM NAME:

HeatShare (A voluntary non-governmental program of The Salvation Army) which has been in existence since 1982.

PURPOSE:

The purpose of this energy related program, shall be to advance the common good and general welfare of the people by soliciting voluntary contributions from customers and employees to assist needy Minnesotans with energy related problems, including but not limited to residential heating bills, repairs on home heating equipment, and shut offs; and to provide assistance in reducing the cost of utilities for qualified low-income elderly, disabled, and others with special needs who have difficulty paying their energy related expenses.

CUSTOMER NOTIFICATION:

Customers will be notified through Saint James Public Utility. Notifications will be made via bill inserts and/or newsletter. In addition, press releases and media notification will be utilized when appropriate and beneficial to HeatShare and Saint James Public Utility.

TRANSFER/DISTRIBUTION OF FUNDS:

Saint James Public Utility will transfer funds to The Salvation Army on a regular basis in amounts equal to contributions received and processed prior to such date. Funds will be allocated by each Salvation Army unit corresponding to Saint James Public Utility in direct proportion to donations received from their area. On an exceptional basis, The Salvation Army, will have at their discretion, the authority to adjust the distribution of funds where they deem fit. A minimum of 85% of the funds will be used in the distribution of funds as per the guidelines on attachment A-1.

IMPLEMENTATION:

Implementation is to be scheduled within the effective dates of this agreement by one or more of the following:

- Insertion of HeatShare bill insert into at least one monthly bill,
- Advertisement of HeatShare program on website,
- Utility newsletter.

ADDITIONAL:

Saint James Public Utility proposes at this time to absorb the expense of solicitation through paying of bill inserts, any promotional costs deemed necessary, and the cost of collection and transmittal of contributions.

EFFECTIVE DATE:

This plan becomes effective this October 1, 2026, and stays effective until September 30, 2027, or until Saint James Public Utility or The Salvation Army terminates this agreement by giving a 90-day written notice to the other party.

NOTICE:

The Salvation Army will follow the operational guidelines on (A-1) attached hereto. Notices shall be deemed given upon personal delivery, or when deposited in the United States mail, postage prepaid and addressed as follows:

If to Saint James Public Utility:

Attn: Amanda Knoll
Title: City Manager
Address: 124 Armstrong Bldg., PO Box 70
Saint James, MN 56081-0070
Phone: 507-375-3241

If to The Salvation Army:

Attn: Ana Gonzalez
Title: Divisional HeatShare Coordinator
Address: 2445 Prior Avenue N
Roseville, MN 55113
Phone: 651-746-3542

WHEREFORE, Saint James Public Utility, requests that its proposed joint customer contribution fund program be approved as submitted.

By: _____
Title: _____
Attest: _____
Title: _____
Dated the _____ day of _____ 2026

The Salvation Army, an Illinois Corporation

By: _____
Title: Divisional Commander
Attest: _____
Title: Divisional HeatShare Coordinator
Dated the _____ day of _____ 2026

November 4, 2026

ITEM: New Business – Resolution 11.26.09: Authorizing the City Manager to Enter into the Firm Electric Service Contract with the United States Department of Energy Western Area Power Administration

BACKGROUND: The City of St. James has received updated agreements from the Western Area Power Administration (WAPA) relating to the City's existing federal hydropower allocation and the management of associated Renewable Energy Certificates (RECs).

The proposed agreements include an amendment to the City's existing Firm Electric Service (FES) Contract and a new Renewable Energy Certificate Management Contract (No. 26-UGPR-53) involving WAPA, the City of St. James, and Missouri River Energy Services (MRES).

The FES amendment updates WAPA's General Power Contract Provisions, including provisions allowing the resale of renewable energy certificates. The REC agreement designates MRES to manage the City's certificates in accordance with WAPA's updated Upper Great Plains Region REC Program requirements.

Under the agreement, MRES may manage and facilitate transactions involving the City's RECs; however, the City retains authority over whether its certificates are sold. MRES must obtain the City's approval before transferring, exporting, or selling certificates to an outside entity.

The new agreement replaces the City's previous REC agreement dated April 17, 2023. It does not change the City's existing firm electric service rights and obligations, which extend through December 31, 2050.

The agreements also establish responsibilities for applicable REC management and transfer fees. Approval will allow the City to continue participating in WAPA's REC program under the updated contractual requirements.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.09

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE
FIRM ELECTRIC SERVICE CONTRACT WITH THE UNITED STATES
DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION**

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

Section 1: The City Manager is hereby authorized and directed to sign the Firm Electric Service Contract with the United States Department of Energy Western Area Power Administration.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Section 13, Item I.



Department of Energy
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

PM-0002

October 27, 2026

B6205.BL

Ms. Amanda Knoll
City Manager
City of St. James
P.O. Box 70
St. James, MN 56081-0070
amanada.knoll@ci.stjames.mn.us

Dear Ms. Knoll:

Attached, for your consideration, is a Docusign envelope of proposed Amendment No. 1 to Firm Electric Service Contract No. 12-UGPR-1074 (FES Amendment) between the City of St. James, Minnesota (St. James), and Western Area Power Administration (WAPA) and Renewable Energy Certificate (REC) Designated Entity Contract No. 26-UGPR-53 (REC Contract) between St. James, Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES), and WAPA.

The FES Amendment updates the General Power Contract Provisions (GPCPs) to the GPCPs dated July 17, 2025, and the REC Contract provides the terms and conditions MRES shall follow in providing REC Management Services to St. James, consistent with WAPA's latest Upper Great Plains Region (UGPR) REC Program Principles dated August 7, 2025 (REC Principles), and the GPCPs. Additionally, this REC Contract terminates previous REC Contract No. 23-UGPR-31 dated April 17, 2023. Also attached are the WAPA UGPR REC Program Principles Acknowledgement Form (Acknowledgement Form), which must be signed in accordance with the REC Contract, and, for reference, the REC Principles. The FES Amendment and REC Contract are referred to collectively in this letter as Documents.

The changes to the GPCPs are as follows: GPCP 17 was updated to allow the resale of environmental attributes associated with firm electric power (i.e., RECs). GPCP 44 was updated in accordance with Executive Order 14173 entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity."

Per Subsection 7.9 of the REC Contract, reselling RECs is St. James' decision and not a contractual mandate. MRES must receive approval from St. James before reselling St. James' RECs.

The Parties agree that the Documents may be signed and executed digitally in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Section 13, Item I.

The Documents are in final form for your signature. If the Documents are satisfactory, please take the following actions to ensure proper execution and administration:

- Have the appropriate official fill in the appropriate blocks and digitally sign the Documents using Docusign.
- Have the official's signature attested by filling in the appropriate blocks and digitally sign using Docusign.
- Attach a copy of the city council meeting minutes or resolution approving the REC Contract.
- Apply the electronic seal, if there is one, to the signature page.
- Complete and sign the Acknowledgement Form using Docusign.
- Any changes or alterations made to the Documents shall render them null and void.
- Please Docusign the Documents within 60 days of the date above or the Documents shall be null and void.

WAPA will review the Documents and completion of the Acknowledgment Form upon return and, if satisfactory, execute and date the Documents with a digital signature. One executed FES Amendment and REC Contract will then be returned for your use.

If you have any questions, please contact Mike Goodman, (406)-255-2935, mgoodman@wapa.gov or Brianna Gray at (406) 606-8021, bgray@wapa.gov.

Sincerely,

NANCY Digitally signed by
SENITTE NANCY SENITTE
Date: 2026.10.27
13:58:06 -06'00'

Nancy Senitte
Acting Vice President of Power Marketing
for Upper Great Plains Region

Attachments:

FES Amendment and GPCPs dated July 17, 2025

REC Contract and GPCPs dated July 17, 2025

WAPA UGPR REC Program Principles dated August 7, 2025

WAPA UGPR REC Program Principles Acknowledgement Form

(Sent electronically)

Section 13, Item I.



Department of Energy
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

PM-0002

October 27, 2026

B6205.BL

Mr. Terry Wolf
Vice President of Power Supply and Operations
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services
P.O. Box 88920
Sioux Falls, SD 57109-8920
terry.wolf@mrenergy.com

Dear Mr. Wolf:

Attached, for your consideration, is a DocuSign envelope of proposed Renewable Energy Certificate (REC) Designated Entity Contract No. 26-UGPR-53 (Contract) between the City of St. James, Minnesota (St. James); Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES); and Western Area Power Administration (WAPA).

The Contract provides the terms and conditions MRES shall follow in providing REC Management Services to St. James, consistent with WAPA's latest Upper Great Plains Region (UGPR) REC Program Principles dated August 7, 2025 (REC Principles), and the General Power Contract Provisions (GPCPs). Additionally, the Contract terminates previous REC Contract No. 23-UGPR-31 dated April 17, 2023. Also attached, for reference, are the REC Principles. WAPA confirms receipt of MRES's completed and signed WAPA UGPR REC Program Principles Acknowledgement Form.

Per Subsection 7.9 of the REC Contract, reselling RECs is St. James' decision and not a contractual mandate. MRES must receive approval from St. James before reselling St. James' RECs.

The Parties agree that the Contract may be signed and executed digitally in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Section 13, Item I.

The Contract is in final form for your signature. If the Contract is satisfactory, please take the following actions to ensure proper execution and administration:

- Have the appropriate official fill in the appropriate blocks and digitally sign the Contract using Docusign.
- Have the official's signature attested by filling in the appropriate blocks and digitally sign using Docusign.
- Complete and sign the Certificate using Docusign.
- Apply the electronic seal, if there is one, to the signature page.
- Any changes or alterations made to the Contract shall render it null and void.
- Please Docusign the Contract within 60 days of the date above or the Contract shall be null and void.

Once both St. James and MRES have signed, WAPA will review the Contract upon return and, if satisfactory, execute and date the Contract with a digital signature. One executed Contract will then be returned to each Party for their use.

If you have any questions, please contact Mike Goodman, (406)-255-2935, mgoodman@wapa.gov or Brianna Gray at (406) 606-8021, bgray@wapa.gov.

Sincerely,

NANCY
SENITTE

Digitally signed by
NANCY SENITTE
Date: 2026.10.27
14:02:28 -06'00'

Nancy Senitte
Acting Vice President of Power Marketing
for Upper Great Plains Region

Attachments:

REC Contract and GPCPs dated July 17, 2025

WAPA UGPR REC Program Principles dated August 7, 2025

(Sent electronically)

Section 13, Item I.

Contract Amendment No. 1
Contract No. 12-UGPR-1074
City of St. James, Minnesota

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF ST. JAMES, MINNESOTA

(General Power Contract Provisions)

Section 13, Item I.

Contract Amendment No. 1
Contract No. 12-UGPR-1074
City of St. James, Minnesota

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF ST. JAMES, MINNESOTA

(General Power Contract Provisions)

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General Power Contract Provisions dated July 17, 2025

Contract Amendment No. 1
Contract No. 12-UGPR-1074
City of St. James, Minnesota

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF ST. JAMES, MINNESOTA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on _____,
between the UNITED STATES OF AMERICA, acting through the Western Area Power
Administration, hereinafter called Western, and the CITY OF ST. JAMES, MINNESOTA,
a municipal corporation duly organized under and by virtue of the laws of the State of
Minnesota, hereinafter called St. James or Contractor; their successors and assigns,
each sometimes hereinafter called the Party or all sometimes hereinafter collectively
called the Parties, as part of Contract No. 12-UGPR-1074, dated December 17, 2012
(Original Contract), as amended, pursuant to the same authorities as the Original
Contract, and subject to all the provisions as the Original Contract except as herein
amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among
other things, the sale of firm electric power and energy to St. James through
December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007, made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "General Power Contract Provisions," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in

full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

Section 13, Item I.

Contract Amendment No. 1
Contract No. 12-UGPR-1074
City of St. James, Minnesota

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be
executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF ST. JAMES, MINNESOTA

By _____

Attest:

Title _____

By _____

Address _____ P.O. Box 70

Title _____

_____ St. James, MN 56081-0070

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

Effective July 17, 2025

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

Effective July 17, 2025

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

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Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.**17. Resale of Firm Electric Service (Wholesale Sales for Resale).**

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.**20. Design Approval.**

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

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21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

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compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. **OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

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foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

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41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Section 13, Item I.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY
D.B.A. MISSOURI RIVER ENERGY SERVICES
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF ST. JAMES, MINNESOTA
(Designated Entity)

Section 13, Item I.

Contract No. 26-UGPR-53
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Missouri Basin Municipal Power Agency
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Certificate
General Power Contract Provisions dated July 17, 2025

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY
D.B.A. MISSOURI RIVER ENERGY SERVICES
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF ST. JAMES, MINNESOTA
(Designated Entity)

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA or Western, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, the CITY OF ST. JAMES, MINNESOTA, a municipal corporation duly organized under and by virtue of the laws of the State of Minnesota, hereinafter called St. James or Contractor, and MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic duly organized under and by virtue of the laws of the State of Iowa, doing business as Missouri River Energy Services, hereinafter called MRES or Contractor; their successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Designated Entity Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 St. James entered into Firm Electric Service Contract No. 12-UGPR-1074 (FES Contract), dated December 17, 2012, as amended, with WAPA for the sale of firm electric power and energy to St. James.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. St. James is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 St. James selected MRES to be St. James's Designated Entity and provide REC Management Services to St. James.

2.6 The Parties want to terminate REC Designated Entity Contract No. 23-UGPR-31 and enter into this Contract that allows for resale of RECs.

2.7 This Contract provides the terms and conditions MRES shall follow in providing REC Management Services to St. James, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

3. DEFINITIONS:

3.1 Designated Entity: The entity designated by St. James to provide REC Management Services to St. James.

3.2 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.3 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 REC Management Services: MRES's acceptance of the transfer or export of RECs on behalf of St. James from WAPA and the management (e.g., retiring, transferring, exporting, or resale) of such RECs on behalf of St. James.

3.6 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.7 Transfer: The electronic movement of RECs from an M-RETS account to another M-RETS account.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Any Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Parties. Following a material breach of this Contract by MRES and/or St. James, any Party shall have the right to terminate this Contract, in addition to all other rights and remedies under law for damages, before the annual transfer and/or export of RECs. Such termination shall be effective immediately upon receipt of written notification to the other Parties.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to St. James and MRES. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time St. James and MRES must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 23-UGPR-31, dated April 17, 2023, between the Parties is hereby terminated as of the effective date of this Contract No. 26-UGPR-53.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and St. James entered into the FES Contract which provides for firm electric service to St. James through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and St. James are unchanged.

6.3 RECs are subject to the same terms and conditions contained in St. James's FES Contract, as amended.

7. DESIGNATED ENTITY ARRANGEMENTS: In accordance with the WAPA-UGPR REC Program:

7.1 St. James selected MRES to be their Designated Entity, and MRES agrees to manage St. James's RECs on St. James's behalf.

7.2 WAPA uses M-RETS to track the RECs initially designated for St. James.

7.3 WAPA shall transfer and/or export St. James's RECs to MRES from M-RETS on an annual basis for MRES to manage the RECs on St. James's behalf. WAPA shall transfer to MRES's M-RETS account unless MRES notifies WAPA of a change in MRES's tracking system account before February 1 of each year.

7.4 MRES shall provide REC Management Services to St. James.

7.5 All transfer, export, retirement, M-RETS, and/or other tracking system account fees are the sole responsibility of MRES and/or St. James. St. James and/or MRES are

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.6 Any WAPA administrative fees associated with the transfer and/or export of RECs are the responsibility of St. James.

7.7 WAPA will not sell or retire RECs on behalf of St. James or MRES.

7.8 MRES may charge a fee to recover the costs of REC Management Services provided, as agreed to by St. James and MRES.

7.9 MRES must receive electronic or written approval from St. James before transferring, exporting, or selling St. James's RECs to an entity not party to this Contract. MRES must provide WAPA proof of St. James's approval upon request.

7.10 WAPA is not liable for damages related to MRES's management of St. James's RECs. MRES and St. James shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.11 In no event shall a Party be liable to any other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.12 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.13 St. James and MRES are responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.14 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

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City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

7.15 St. James's and MRES's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

8. BILLING AND PAYMENT PROVISIONS:

8.1 Prior to the transfer and/or export of RECs, WAPA shall bill St. James, and St. James shall pay for any costs associated with the transfer and/or export of RECs.

8.2 WAPA will not transfer and/or export RECs until advance payment is received.

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify St. James before charging an administrative fee associated with the transfer and/or export of RECs.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

Section 13, Item I.

Contract No. 26-UGPR-53
City of St. James, Minnesota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF ST. JAMES, MINNESOTA

By _____

Title _____

Attest:

By _____

Address _____ P.O. Box 70

Title _____

_____ St. James, MN 56081-0070

(SEAL)

MISSOURI BASIN MUNICIPAL POWER AGENCY
D.B.A. MISSOURI RIVER ENERGY SERVICES

By _____
DocuSigned by:

CAAEF8D6C3BB484...

Title _____ VP and Chief Operating Officer

Attest:

By _____
Signed by:

A199056E09D64CE...

Address _____ P.O. Box 88920

Title _____ Senior Regulatory &

_____ Sioux Falls, SD 57109-8920

_____ Contracts Counsel

CERTIFICATE

I, Derek J. Bertsch, certify that I am the Senior Regulatory & Contracts Counsel of Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services, the corporation named as Contractor or MRES herein; that Terry Wolf, who signed the above Contract on behalf of MRES, was then its Vice President & Chief Operating Officer; that such Contract was duly signed for and on behalf of MRES by authority of its governing body and is within the scope of its governmental powers.

Signature

Signed by:

A handwritten signature in black ink that reads "Derek Bertsch". The signature is written in a cursive style and is positioned above a horizontal line.

A199056E09D64CE...

(SEAL)

WESTERN AREA POWER ADMINISTRATION GENERAL POWER CONTRACT PROVISIONS

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WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

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delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

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III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

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Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.**17. Resale of Firm Electric Service (Wholesale Sales for Resale).**

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.**20. Design Approval.**

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

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21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

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compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. **OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

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foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

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41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Western Area Power Administration
Upper Great Plains Region (UGPR)
Renewable Energy Certificate Program Principles

1. Customers that receive Pick-Sloan Missouri Basin Program -- Eastern Division Firm Electric Service (FES) allocations and take delivery of firm energy are eligible to obtain Renewable Energy Certificates (RECs) under the Upper Great Plains Region (UGPR) REC Program (Program). Customers that receive FES allocations and take delivery of firm energy will be allocated RECs under the Program and will herein be called Participants. Peaking power contracts are excluded from the Program.
2. RECs will be allocated annually based upon the energy associated with each customer's FES allocation. Energy generated from U.S. Bureau of Reclamation (Reclamation) and the U.S. Army Corps of Engineers (CORPS) hydropower facilities during the preceding calendar year will be allocated in the ratio of one (1) REC to one (1) megawatt hour (MWh) generated. Purchase Power, including Purchase Power from renewable resources, is not part of the Program.
3. Generation from the hydropower facilities fluctuates each year. Participants will be allocated RECs on a proportionate share of the actual generation from the hydropower dams in UGPR, not to exceed each Participant's firm power allocation.
 - a. Should generation be less than the sum of the Participants' firm power allocations, Participants will receive a proportionate share of RECs for actual generation from each hydropower dam in UGPR that year. This amount may be less than the Participant's firm power allocation.
 - b. Should generation be greater than the sum of the Participants' firm power allocations, WAPA may, at its sole discretion, allocate the excess RECs to Participants on a proportionate share to offset lesser generation years.
 - c. The equation for determining each Participant's allocated RECs shall be the total available RECs multiplied by each Participant's percentage of firm energy, then rounded down to the last whole MWh.
 - d. Allocated RECs cannot exceed the Participant's firm power allocation.
4. WAPA offers these RECs as an additional benefit of the firm energy delivered to Participants and considers RECs an environmental attribute of the energy generated by Reclamation and the CORPS. RECs are subject to the same terms and conditions as the Participant's FES Contract.
5. WAPA makes no warranties or guarantees that the RECs qualify for or meet any Federal, state, or local renewable energy standards. It is the Participant's responsibility to verify whether RECs qualify for Federal, state, or other renewable energy standard requirements.
6. Tracking and Management of RECs: UGPR uses the Midwest Renewable Energy Tracking System (M-RETS) to track each Participant's annual proportionate share of RECs from each of UGPR's eight hydropower dams.
 - a. Yellowtail Dam was initially registered by WAPA's Rocky Mountain Region in a separate tracking system, Western Renewable Energy Generation Information System (WREGIS). UGPR's portion of the Yellowtail Dam generation RECs (50 percent)

Section 13, Item I.

are imported from WREGIS to M-RETS annually. RECs originating from the Yellowtail Dam may not be compatible for exporting to tracking system accounts outside of M-RETS due to system incompatibility (i.e., M-RETS to North American Renewables Registry).

7. WAPA shall hold each Participant's RECs in separate subaccounts in M-RETS, unless other arrangements have been requested. WAPA will not sell or retire RECs for Participants.
8. Participants may request other arrangements for the tracking and management of their RECs which include: 1) managing their own RECs in M-RETS; 2) managing their own RECs in a tracking system compatible with receiving exports from M-RETS (compatible tracking system); or 3) designating another entity (Designated Entity), approved by WAPA, to manage the Participant's RECs in M-RETS or a compatible tracking system on the Participant's behalf.
 - a. A separate contract with WAPA is required to transfer or export RECs to Participants and Designated Entities.
 - b. Participants and/or their Designated Entity are responsible for:
 - i. tracking, managing, transferring, exporting, retiring, and selling RECs and paying any associated fees.
 - ii. ensuring the double counting of RECs does not occur, and WAPA disclaims any responsibility therefor.
 - iii. ensuring established REC Program Principles are followed, including but not limited to, following the terms of the FES Contract.
 - c. Upon request and receipt of associated fees, WAPA will transfer or export RECs to the Participant or Designated Entity in accordance with the separate contract as mentioned in 8a above.
 - d. The Participant's and Designated Entity's right to claim, hold, resell, or otherwise use RECs is only for the term of the Participant's underlying applicable firm power contract.
9. RECs associated with Project Use Power Contracts will be allocated in the same manner as FES Contracts.
10. UGPR REC Program Costs:
 - a. Costs for WAPA to administer the program and costs for the initial issuance of RECs will be incorporated into the UGPR firm power rate.
 - b. Costs associated with transferring and/or exporting RECs to a Participant's or Designated Entity's account, and other costs as described in Principle 8b above, are the responsibility of the Participant and/or Designated Entity.
 - c. Advanced funding will be required.
11. WAPA reserves the right to suspend or terminate the Program upon reasonable advance written notice to Participants. Though WAPA may solicit input, it can change these Principles, without notice, at its discretion.
12. Participant shall indemnify WAPA and hold it harmless from any claims related to the use, management, or resale of RECs.

Approved: LORI FRISK Digitally signed by LORI FRISK
Date: 2025.08.07 15:35:44 -05'00'

Date: August 7, 2025

WAPA-UGPR REC Program Principles Acknowledgement Form

By signing below, _____ acknowledges, concurs,
(Organization Name)
and will comply with the WAPA-UGPR REC Program Principles dated August 7, 2025.

Printed Name: Amanda Knoll Title: _____
Signed: _____ Date: _____

Contact Information:
Organization: _____
Address: _____

November 4, 2026

ITEM: New Business – Resolution 11.26.10: Authorizing the Mayor and City Manager to Enter into the Dog Impound Transportation and Boarding Agreement with the City of Mountain Lake

BACKGROUND: The City of St. James has prepared a Dog Impound Transportation and Boarding Agreement with the City of Mountain Lake to establish the terms and conditions under which St. James will provide dog impound services to Mountain Lake.

Under the proposed agreement, St. James will provide transportation and boarding services for dogs determined or alleged by the Mountain Lake Police Department to be dangerous or potentially dangerous, or in situations otherwise deemed an emergency by the Mountain Lake Police Department. The agreement is not intended to provide routine animal control services for dogs running at large.

The agreement establishes the following fees and responsibilities:

- **Transportation:** \$30 per occurrence when St. James provides transportation. This fee is waived if Mountain Lake transports the dog.
- **Boarding:** \$30 per day for the first ten days, increasing to \$50 per day for dogs remaining beyond ten days.
- **Veterinary Services:** Mountain Lake is responsible for veterinary care, treatment, medications, and associated expenses. Transportation to and from veterinary appointments will be reimbursed at the applicable federal mileage rate.
- **Additional Responsibilities:** Mountain Lake is responsible for arranging euthanasia and reimbursing the associated costs when a dog cannot be relocated within the specified ten-day period.

The agreement provides for billing through the St. James Police Department, with payment due within 30 days. The agreement will remain in effect through December 31, 2027, unless terminated earlier by either party with 30 days' written notice.

The proposed resolution authorizes the Mayor and City Manager to execute the agreement on behalf of the City of St. James.

STAFF RECOMMENDATION: Approve/Deny Resolution.

RESOLUTION NO.: 11.26.10

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.26.10

**RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER
INTO THE DOG IMPOUND TRANSPORTATION AND BOARDING AGREEMENT
WITH THE CITY OF MOUNTAIN LAKE**

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

Section 1. The St. James Mayor and St. James City Manager are hereby authorized and directed to sign the Dog Impound Transportation and Boarding Agreement with the City of Mountain Lake.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

DOG IMPOUND TRANSPORTATION AND BOARDING AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2026, by and between the City of St. James, a municipal corporation (City of St. James), and the City of Mountain Lake, a municipal corporation (Mountain Lake).

WHEREAS, the parties to this agreement are desirous of entering into an agreement concerning services of the City of St. James Dog Impound Officer in situations involving a dog running at large; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY OF ST. JAMES, BY ITS CITY COUNCIL AND THE CITY OF MOUNTAIN LAKE, BY ITS CITY COUNCIL, HEREBY AGREE AS FOLLOWS:

1. That the purpose of this agreement is to establish, in writing, the contractual rights, obligations and remedies of the parties hereto in respect to:
 - a. Providing City of St. James dog impound transportation and impound services within the incorporated limits of Mountain Lake, MN for dogs determined or alleged by the Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department.
 - b. Such other various and sundry miscellaneous matters as may be agreed upon by the parties.
2. That Mountain Lake shall, at the discretion of the Mountain Lake Police Department utilize the City's dog impound officer in circumstances relating to dogs determined or alleged by the Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department within incorporated areas of the City of Mountain Lake.
3. In consideration of the dog impound transportation services provided by the City of St. James for circumstances where dogs are needed to be transported, Mountain Lake does hereby agree to pay the sum of Thirty and no/100 (\$30.00) Dollars per occurrence.
4. The parties agree that if self-transportation by the Mountain Lake Police Department is appropriate and available, the Mountain Lake Police Department is allowed to self-transport, which will waive the transportation fee set in this agreement.

5. That any impounded dog required transportation to and/or from a veterinary clinic while in the care of the City, Mountain Lake shall reimburse the City for such transportation at the then-current federal mileage reimbursement rate. All veterinary services, treatment, medications, and other costs incurred for the dog shall be the responsibility of Mountain Lake and, when practicable, shall be billed directly to the City of Mountain Lake.
6. The parties agree that if the City of St. James is requested by the Mountain Lake Police Department to go into incorporated areas of Mountain Lake, MN for purposes for transporting dogs determined or alleged by Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department, the City of St. James dog impound officer shall be responsible for transporting said dog to the City of St. James dog impound facility and the City of St. James shall board and feed for said dog for a maximum of ten (10) days.
7. In consideration of the use of the City of St. James dog impound facility in circumstances relating to dogs determined or alleged by Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department, Mountain Lake does hereby agree to pay the sum of Thirty and no/100 (\$30.00) Dollars per day for a maximum of ten (10) days to said City for the use of the facility. Dogs remaining at the facility beyond ten (10) days shall be charged at a rate of Fifty and no/100 (\$50.00) per day. This said amount does not include veterinary services or additional fees associated with said dog. In the event that said dog cannot be relocated within ten (10) days, Mountain Lake does hereby agree to euthanize and reimburse the City the cost of said procedure.
8. That the parties will arrange the administrative billing and release of dogs, consistent with the St. James procedures to remain uniform in their contracts.
9. That all payments due and owing by Mountain Lake to the City of St. James, pursuant to the terms of this Agreement, shall be invoiced by the St. James Police Department and payable within Thirty (30) days.
10. That the effective date of this Agreement shall be _____, 2026, and continue through December 31, 2027.
11. That this Agreement may be terminated by either the City of St. James or Mountain Lake, with or without cause, by either party giving Thirty (30) days written notice of said parties' intent to terminate.

IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ of _____, 2026.

CITY OF MOUNTAIN LAKE

Mike Nelson, Mayor

Michael Mueller, City Administrator

CITY OF ST. JAMES

Christopher Whitehead, Mayor

Amanda Knoll, City Manager