



City Council Meeting Agenda

May 06, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

[A.](#) Consideration to Approve Minutes – 04.15.2025 Council Meeting

[B.](#) Consideration to Approve Minutes - 04.29.2025 LBAE Meeting

5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

11. OLD BUSINESS

[A.](#) Consideration to Approve Second Reading of Proposed Ordinance 027, 4th Series - Impervious Surface

12. NEW BUSINESS

[A.](#) Consideration to Approve Resolution 05.25.01 - Approving Ordinance 027, 4th Series and Authorizing the Title and Summary for Publication

[B.](#) Consideration to Approve Resolution 05.25.02 - Establishing a Board of Director for Meadowlark Prairies

[C.](#) Consideration to Approve Resolution 05.25.03 - Waiving Assessment

[D.](#) Consideration to Approve Resolution 05.25.04 - Waiving Assessment

[E.](#) Consideration to Approve Resolution 05.25.05 - Approving Limited Use Permit Amendment

[F.](#) Consideration to Approve Resolution 05.25.06 - Approving Agreement with the City of Blue Earth

[G.](#) Consideration to Approve Resolution 05.25.07 - Approving County Project

[H.](#) Consideration to Approve Resolution 05.25.08 - Granting Sign Permit

- I. Consideration to Approve Resolution 05.25.09 - Granting Sign Permit
- J. Consideration to Approve Resolution 05.25.10 - Transfer of Funds
- K. Consideration to Approve Proposal for Geotechnical Services - American Engineering Testing
- L. Consideration to Accept Retirement - Roxanne Fischer
- M. Consideration to Approve First Reading of Proposed Ordinance 028, 4th Series - Cannabis Regulations
- N. Consideration to Approve First Reading of Proposed Ordinance 029, 4th Series - Naming Street

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

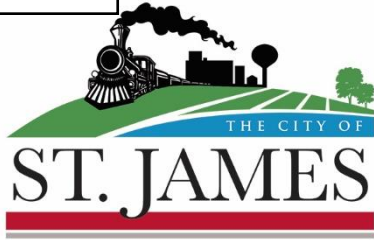
14. ADJOURNMENT

May 6, 2025

ITEM: Approval of Minutes – 04.15.2025 Council Minutes

BACKGROUND: The Minutes from April 15, 2025, City Council Meeting are attached for review and approval.

STAFF RECOMMENDATION: Approve/Deny Minutes.



City Council Meeting Minutes

April 15, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

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

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

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

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 04.01.2025 Council Meeting

Motion made by Rushing, Seconded by Harris.

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

Upon voice vote, it was unanimously approved.

5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims totaling \$446,352.93 is as follows: \$446,352.93 Check No. 703886 - 703895, 703901- 703975 as listed in the check register.

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

11. OLD BUSINESS

12. NEW BUSINESS

A. Consideration to Accept Agenda Request - Kelvin Gutierrez

Kelvin Gutierrez submitted a written agenda request.

Motion made by Rushing to accept the agenda request, Seconded by Hanson.

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

Upon voice vote, it was unanimously approved.

Kelvin Gutierrez failed to appear to address the Council. No further action was taken.

B. Consideration to Approve Resolution 04.25.05 - Approving Plans and Specifications and Ordering Advertisement for Bids

Resolution 04.25.05 approves the City Engineer's prepared plans and specifications for Project No. 24X.135115 - 7th Street South, 13th Avenue South and Moulton & Parsons improvements. The resolution also approves ordering the advertisement of bids. The bids shall be open on May 15, 2025, at 11:00 a.m. at City Hall.

Motion made by Rushing, Seconded by Lindee.

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

Whereupon Mayor Christopher Whitehead declared Resolution 04.25.05 duly passed 5-0.

C. Consideration to Approve Resolution 04.25.06 - Ordering Improvement and Preparation of Plans

Resolution 04.25.06 orders the improvement and preparation of plans for the airport 6-unit t-hangar improvement project.

Motion made by Hanson, Seconded by Craig.

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

Whereupon Mayor Christopher Whitehead declared Resolution 04.25.06 duly passed 5-0.

D. Consideration to Approve Resolution 04.25.07 - Approving Joint Powers Agreements

Resolution 04.25.07 approves the updates to the current Joint Powers Agreement with our current City Attorney, Police Chief and Mayor.

Motion made by Harris, Seconded by Lindee.

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

Whereupon Mayor Christopher Whitehead declared Resolution 04.25.07 duly passed 5-0.

E. Consideration to Approve Resolution 04.25.08 - Granting Sign Permit

Resolution 04.25.08 approves erecting a sign at the St. James Depot Museum parcel no. 20-704-0060.

Motion made by Craig, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 04.25.08 duly passed 5-0.

F. Consideration to Approve Resolution 04.25.09 - Granting Variance

Resolution 04.25.09 approves a setback variance for the splash pad. Property located at 207 Tiell Drive.

Motion made by Lindee, Seconded by Rushing.

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

Whereupon Mayor Christopher Whitehead declared Resolution 04.25.09 duly passed 5-0.

G. Consideration to Approve Resolution 04.25.10 - Waiving Assessment

Resolution 04.25.10 waives the deferred special assessment on parcel no. 20-024-2700. The St. James Economic Development Authority is purchasing this parcel for future development.

Motion made by Harris, Seconded by Craig.

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

Whereupon Mayor Christopher Whitehead declared Resolution 04.25.10 duly passed 5-0.

H. Consideration to Approve First Reading of Proposed Ordinance 027, 4th Series - Impervious Surface

Ordinance 027, 4th Series amends Chapter §156.074 and §156.094 of the St. James City Code pertaining to lot area, width, and minimum setback standards.

Motion made by Harris, Seconded by Rushing.

Voting Yea: Hanson, Harris, Lindee, Rushing

Voting Nay: Craig

Whereupon Mayor Christopher Whitehead declared Ordinance No. 027, 4th Series to have received its first reading.

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT

Motion made by Rushing, Seconded by Lindee.

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

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

Kristin Hurley, City Clerk-Treasurer

May 6, 2025

ITEM: Approval of Minutes – 04.29.2025 LBAE Minutes

BACKGROUND: The Minutes from April 29, 2025, Local Board of Appeals and Equalization Meeting are attached for review and approval.

STAFF RECOMMENDATION: Approve/Deny Minutes.

**MINUTES OF THE MEETING OF THE
BOARD OF EQUALIZATION OF THE CITY OF ST. JAMES,
WATONWAN COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, the Board of Equalization of St. James, Minnesota was duly held in the County Commissioner's Room at Watonwan County Courthouse on Tuesday, April 29, 2025, at 1:00 pm.

Mayor Christopher Whitehead called the hearing to order at 1:02 p.m.

Those present: Councilperson, Kathleen Hanson, Paul Harris and Sue Craig.

Staff present: City Manager Amanda Knoll

County Staff present: Andrea Wellnitz and Meggie Munsterman - Watonwan County Assessor's office.

Meggie Munsterman gave an overview to the board of the changes which have been made with house valuations to keep the city in compliance with the state mandate of being with 90%-105% of valuation in relationship to sales.

The assessor's office brought forth the following properties for board consideration:

Sue Craig was in attendance regarding parcel 20.276.1520. Motion by Hanson, 2nd by Harris to not change the value based on the noted conflict of interest. Motion passed 3-0, with Craig abstaining.

Motion to adjourn the meeting at 1:46 PM by Craig, 2nd by Hanson. Motion passed 4-0.

Respectfully Submitted by Amanda Knoll, City Manager

May 6, 2025

ITEM: Old Business – Proposed Ordinance No. 027, 4th Series: Amending Chapter §156.074 and §156.094 of the St. James City Code Pertaining to Lot Area, Width, and Minimum Setback Standards – 2nd Reading

BACKGROUND: The attached proposed ordinance amends Chapter §156.074 and §156.094 of the St. James City Code pertaining to lot area, width, and minimum setback standards.

First Reading: ~~April 15, 2025~~

Notice of Proposed Ordinance: April 18, 2025

Second Reading and Final Vote: May 6, 2025

Approval of Publication of Title and Summary of Ordinance by the Council: May 6, 2025

Publication of Title and Summary of Ordinance: May 15, 2025

Publication of Entire Text of Ordinance at Watonwan County Library:

Recorded in the Ordinance Book and Available on Website:

Effective Date of Ordinance:

ACTION REQUESTED: Approve/Deny the 2nd Reading of the Proposed Ordinance.

State of Minnesota
County of Watonwan

ORDINANCE 027, 4TH SERIES

AN ORDINANCE AMENDING CHAPTER §156.074 and §156.094 TO THE ST. JAMES CITY CODE PERTAINING TO LOT AREA, WIDTH, AND MINIMUM SETBACK STANDARDS

The City of St. James does ordain:

Section 1. Title XV of the City Code is amended by revising Chapter §156.074 and §156.094 to read as follows:

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

<i>Setback, Lot Size</i>	<i>Size Standard</i>
Front yard	25 feet
Height regulations	30 feet
Lot coverage	35% maximum lot coverage by any impervious surface
Minimum lot area	9,000 feet
Minimum lot width	75 feet
Rear yard	20 feet*
Side yard	8 feet**
Notes to Table: * Rear yard setback for a garage accessed from an alley is five feet ** Side yard setback for a garage accessed from an alley is five feet	

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

<i>Setback, Lot Size</i>	<i>Size Standard</i>
Front yard	25 feet*
Height regulations	45 feet
Lot coverage	45% maximum lot coverage by any impervious surface
Minimum lot area	10,000 square feet for structures containing up to four units, thereafter, add 2,000 square feet per unit
Minimum lot width	80 feet
Rear yard	30 feet*
Side yard	1. One-and two-family structures: 8-foot side yards 2. Multiple family structure 30 feet in height or less: 15-foot side yards 3. Multiple family structures more than 30 feet in height: 15 side yards*
Notes to Table: * Plus one foot for each foot in height the building exceeds 30 feet.	

Section 2. Effective Date. The effective date of this ordinance shall be effective upon passage and publication.

First Reading: April 15, 2025

Second Reading: May 6, 2025

Date of Publication: May 15, 2025

Date Ordinance Takes Effect: May 15, 2025

Adopted by the City Council this 6th day of May, 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk-Treasurer

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members

FROM: Brianna Sanders, Zoning Administrator

DATE: March 31, 2025

RE: Amendment To Impervious Surface Coverage In R-1 (One and Two Family Residential) And R-2 (Multiple Family Residential) Districts

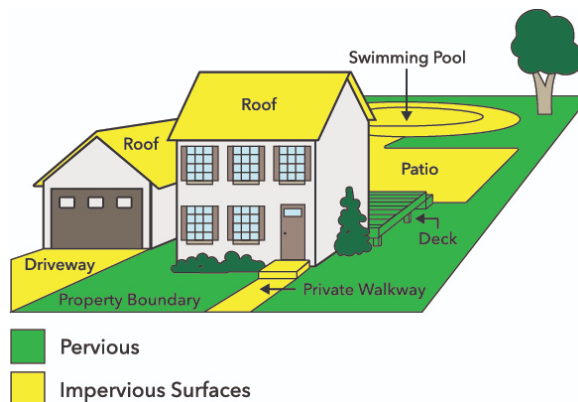
Request

It is proposed by city staff to amend the zoning ordinance relating to building coverage maximums to expand the ordinance to include all forms of impervious surface.

Impervious surface refers to all hard surfaces on your property that prevent rainwater from naturally soaking into the ground. Instead, rainwater accumulates in larger amounts and flows more rapidly into the storm sewer system and eventually into our streams and lakes. If left unchecked, the increase in impervious area can create water quality, flooding, or drainage issues. The runoff also picks up pollutants such as oil, pesticides, fertilizer, sediment, and nutrients along the way before entering the storm sewer system.

Examples of Impervious Surfaces:

- Rooftops
- Patios
- Swimming pools
- Driveways
- Sidewalks and walkways
- Sport courts
- Concrete or asphalt



Proposal

City staff have reviewed a draft ordinance. The current zoning ordinance only applies to the buildings (or rooftops) for lot coverage. Many cities have a lot coverage maximum that include impervious surfaces a way to not overflow the storm sewer system.

	Current Ordinance	Proposed Ordinance
R-1 (One and Two Family Residential)	35% maximum lot coverage by buildings	35% maximum lot coverage by impervious surfaces
R-2 (Multiple Family Residential)	35% maximum lot coverage by buildings	45% maximum lot coverage by impervious surfaces

d that in order to install concrete or other impervious surfaces within city limits that the property owner would be required to submit a building permit. The Zoning Administrator and Utility Superintendents will review the permit for completion and compliance with the city codes related to impervious surfaces maximums, utility line placement, and driveway access widths.

In some circumstances, a homeowner can request a special use permit to exceed the 35% maximum.

Recommendations

Staff recommendation is approval of the draft ordinance.

May 6, 2025

ITEM: New Business – Resolution 05.25.01: Approving Ordinance 027, 4th Series Amending Chapter §156.074 and §156.04 to the St. James City Code Pertaining to Lot Area, Width, and Minimum Setback Standards and Authorizing the Title and Summary for Publication

BACKGROUND: The attached resolution approves the ordinance pertaining to impervious surfaces and authorizes the title and summary for publication.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.01

**RESOLUTION APPROVING ORDINANCE 027, 4TH SERIES AMENDING
CHAPTER §156.074 and §156.094 TO THE ST. JAMES CITY CODE
PERTAINING TO LOT AREA, WIDTH, AND MINIMUM SETBACK
STANDARDS AND AUTHORIZING THE TITLE AND SUMMARY FOR
PUBLICATION**

WHEREAS, the City of St. James introduced the proposed Ordinance 027, 4th Series amending Chapter §156.074 and §156.094 the City Code pertaining to lot area, width, and minimum setbacks standards; and

WHEREAS, the City of St. James City Council reviewed this item during their April 15, 2025 city council meeting, agreed with the recommendation and approved the first reading of the proposed Ordinance 027, 4th Series; and

WHEREAS, the City of St. James City Council held a second reading of the proposed Ordinance 027, 4th Series during their May 6, 2025, meeting; and

WHEREAS, Minnesota Statutes, Section 412.91, Subd. 4, allows publication by title and summary in the case of lengthy ordinances; and

WHEREAS, the City of St. James City Council finds that the following title and summary would clearly inform the public of the intent and effect of the Ordinance 027, 4th Series, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, that the City of St. James City Council hereby approved the second and final reading of the proposed Ordinance 027, 4th Series amending Chapter §156.074 and §156.094 to the St. James City Code pertaining to lot area, width, and minimum setbacks.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager shall cause the following summary of the proposed Ordinance to be published in the official newspaper in lieu of the entire ordinance:

PUBLIC NOTICE

**ORDINANCE 027, 4th SERIES AMENDING CHAPTER §156.074 and §156.094 TO
THE ST. JAMES CITY CODE PERTAINING TO LOT AREA, WIDTH, AND
MINIMUM SETBACK STANDARDS**

The City Council of St. James has adopted Ordinance 027, 4th Series, amending Title XV –

Land Usage of the City Code. Specifically, the ordinance updates Chapter §156.074 and §156.094 relating to lot area, width, and minimum setback standards within residential zoning districts. As part of the amendment, the ordinance establishes new standards for impervious surface coverage as follows:

- R-1 Residential Districts: Maximum impervious lot coverage is set at 35% of the total area.
- R-2 Residential Districts: Maximum impervious lot coverage is set at 45% of the total area.

These standards apply to all new development, additions, or major site improvements within the designated zoning districts. The effective date of the ordinance is May 15, 2025.

This summary of Ordinance 027, 4th Series has been approved by the City Council on May 6, 2025. A printed copy of the full text of the ordinance is available for public inspection in the office of the city clerk.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: May 15, 2025

Filed: _____

Effective Date: May 15, 2025

May 6, 2025

ITEM: New Business – Resolution 05.25.02: Establishing a Board of Directors for Meadowlark Prairies

BACKGROUND: The attached resolution establishes a board of directors to ensure coordinated decision making, transparency, and alignment with the mission and vision of the nature area.

STAFF RECOMMENDATION: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 05.25.02

**RESOLUTION ESTABLISHING A BOARD OF DIRECTORS FOR
MEADOWLARK PRAIRIES**

WHEREAS, Meadowlark Prairies is a developing conservation and recreation site dedicated to ecological restoration, outdoor education, and public access to nature lands; and

WHEREAS, the City of St. James and collaborating stakeholders recognize the importance of formal governance to guide planning, operations, fundraising, and long-term stewardship of Meadowlark Prairies; and

WHEREAS, the creation of a dedicated Board of Directors will ensure coordinated decision making, transparency, and alignment with the mission and vision of the nature area.

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

Section 1. Establishment. A Board of Directors for Meadowlark Prairies is hereby established, effective immediately.

Section 2. Purpose and Responsibilities. The Board shall:

- Establishing clear goals and priorities for land use, habitat restoration, educational programming, and community engagement.
- Ensuring accountability in project funding, maintenance, and operational decisions.
- Serving as a liaison between the city, local, stakeholders, volunteers, and partner organizations.
- Promoting public awareness and encouraging active participation in the care and appreciation of Meadowlark Prairies.
- Supporting and guiding grant writing efforts and conservation funding initiatives.

Section 3. Composition. The board shall consist of up to nine (9) members, representing a diverse group of individuals with backgrounds in environmental stewardship, education, and community engagement:

- Two (2) representatives from Watonwan County Soil and Water Conservation District

- One (1) representative from Watonwan County Extension Office
- One (1) representative from the St. James School District
- Two (2) representatives from the St. James Park Board
- One (1) representative from the St. James Convention and Visitor's Bureau
- One (1) Ad Hoc representative, as needed based on specific expertise
- One (1) Citizen representative from the general public

Section 4. Appointments. Initial appointments and appointments moving forward shall be made by the mayor, subject to City Council approval.

- Carrie Schultz, Watonwan County Soil and Water Conservation District
- Laura Quiring, Watonwan County Soil and Water Conservation District
- Michaela Ahrens, Watonwan County Extension Office
- Gene Hildebrandt, St. James School District
- Britta Romsdahl, St. James Park Board
- Saudi Showalter, St. James Park Board
- Tammy Stevens, St. James Convention and Visitor's Bureau
- Gary Wyatt, Ad Hoc
- Dale Hedlund, Citizen

Section 5. Meetings. The board shall meet no fewer than four (4) times per year, with additional meetings as needed. All meetings shall be open to the public and follow applicable open meeting laws.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: May 6, 2025

May 6, 2025

ITEM: New Business – Resolution 05.25.03: Waiving Special Assessment for Sewer Hook-up Charge for Improvements Relating to Parcel No. 20-024-2700

BACKGROUND: The attached resolution waives the deferred special assessment on property that the Economic Development Authority is purchasing for future development.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.03

**RESOLUTION WAIVING SPECIAL ASSESSMENT FOR SEWER HOOK-UP
CHARGE FOR IMPROVEMENTS RELATING TO PARCEL NO. 20-024-2700**

WHEREAS, City of St. James has previously levied a special assessment in the amount of \$5,337.79 against Parcel No. 20-024-2700, which is legally described as follows (“Property”):

“SEE EXHIBIT A”

WHEREAS, in October 2004, the City Council approved a Resolution establishing a sanitary sewer hook-up charge for future development; and

WHEREAS, the Economic Development Authority has approved the purchase of said property with the intention of future development; and

WHEREAS, the City Council has reviewed the circumstances related to the assessment and has determined that it is in the public interest to waive the special assessment for public benefit; and

WHEREAS, the City Council desires to formally waive the assessment plus any accrued interest and remove any associated obligation from the property record.

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

- 1) The special assessment previously levied plus any accrued interest against the above-described property is hereby waived in full.
- 2) The City Clerk is directed to notify the County Auditor and Recorder of this action and take any necessary steps to ensure the assessment is removed from the property’s record.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

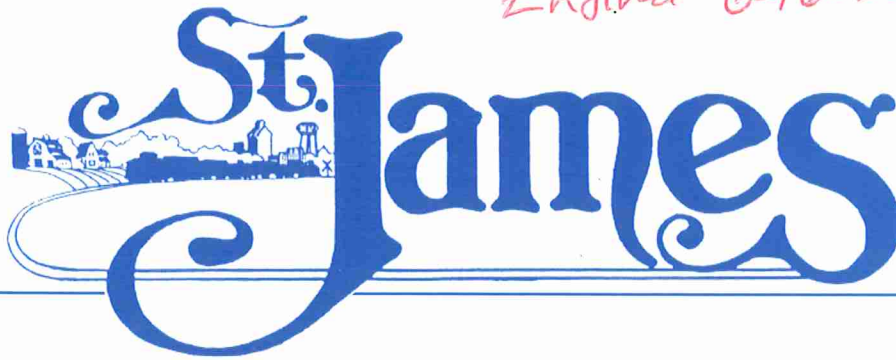
Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: May 6, 2025

Entered 6-16-2010



Deferred S/A's

June 15, 2010

Mr. Don Kuhlman
County Auditor
Watonwan County Court House
St James, Mn 56081

Dear Mr. Kuhlman:

I hereby certify that the enclosed special assessment listings for the following improvements which are deferred:

Property Owner	Improvement	Parcel Number	Amount
Thomas Mayberry	1993-001	20.024.2700	\$7,810.32
Thomas Mayberry	2004-003	20.024.2700	\$5,337.79
Hosanna Free Church	2004-003	20.375.0100	\$8,043.30

to be true and correct from records in my office and request attaching the deferred amounts on parcels.

Dated June 15, 2010

LeeAnn M. Nibbe
City Clerk-Treasurer
City of St. James
County of Watonwan, Minnesota

6/16/10

Print Key Output

Page 1

5722SS1 V5R3M0 040528

STJAMES

06/15/10 09:31:29

Display Device : DSP01
 User : LEEANN

TD900M 10 SAS ACS Special Assessment System

SpAsmt Maintenance
INQ

SpAsmt Code 01993 001
 Maintenance Code 0

Start Year 1994

SpAsmt Class G GENERAL

Inactive (Y/N) N

SpAsmt Type 1 SANITARY SEWER

Estimated Cost 1663814 16,638.14

Authority 01 CITY OF ST JAMES 1ST

Adopted Year 1994

User Codes

Adopted Cost 1663814 16,638.14

Description 1993-1 SANITARY SEWER
 HOMESTEAD HOUSING

Comment RESOLUTION 01-94-04

G/L Act

Calc Years Interest
 Method to Run Rate (4)

Extra Extra Additional
 Months Days Percent

(1) 8 10 75000 7.5000

(11) 26

(2)

(3)

(4)

(5)

View Charges/Units?

- OR - View Parcels?

CMD1-Backup Inquiry

CMD2-Forward Inquiry

CMD6-Selection Screen

CMD7-END

Delete?

Action?

6/16/10

Print Key Output

5722SS1 V5R3MO 040528

STJAMES

06/15/10

Page 1
09:31:42

Display Device : DSP01
 User : LEEANN

TD900M 10 SAS ACS Special Assessment System

SpAsmt Maintenance
INQ

SpAsmt Code 02004 003
 Maintenance Code 0

Started 2005

SpAsmt Class G GENERAL

Inactive (Y/N) N

SpAsmt Type 3 WATER MAIN

Estimated Cost 2080172

20,801.72

Authority 01 CITY OF ST JAMES 1ST

Adopted Year 2004

User Codes

Adopted Cost 2080172

20,801.72

Description SANITARY SEWER AND WATER MAIN
 EXTENSIONS

Comment (RES 10-04-04)

G/L Act

Calc Years Interest
 Method to Run Rate (4)

Extra Extra Additional
 Months Days Percent

(1) 8 10 65000 6.5000

2 25

(2)

(3)

(4)

(5)

View Charges/Units?

- OR - View Parcels?

CMD1-Backup Inquiry

CMD2-Forward Inquiry

CMD6-Selection Screen

CMD7-END

Delete?

Action?

ACS Special Assessment System
06/14/2010 16:45:47

CITY OF ST JAMES
TD960L

PAGE 2

Parcel Spasmt Status Report
BILLABLE/COLLECTED/BALANCE DUE

Spasmt	Year	Year	Certified	Uncertified	Certified	Uncertified	Delinq	Delinq	Total
Started			Principal	Principal	Interest	Interest	Penalty	Interest	
02004 003 0 2004									
SANITARY SEWER AND WATER MAIN EXTENSIONS									
R THOMAS A MAYBERRY				5,337.79					5,337.79
SUSPENDED									
R HOSANNA FREE LUTHERAN CH				8,043.30					8,043.30
SUSPENDED									
Total Prepaid:				13,381.09					13,381.09
Total Billable:									
Total Collected:									
Total Balance Due:									

20.024, 2700

20.375, 0100

May 6, 2025

ITEM: New Business – Resolution 05.25.04: Waiving Special Assessment for Sewer Hook-up Charge for Improvements Relating to Parcel No. 20-024-2700

BACKGROUND: The attached resolution waives the deferred special assessment on property that the Economic Development Authority is purchasing for future development.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.04

**RESOLUTION WAIVING SPECIAL ASSESSMENT FOR SEWER HOOK-UP
CHARGE FOR IMPROVEMENTS RELATING TO PARCEL NO. 20-024-2700**

WHEREAS, City of St. James has previously levied a special assessment in the amount of \$7,810.32 against Parcel No. 20-024-2700, which is legally described as follows (“Property”):

“SEE EXHIBIT A”

WHEREAS, in 1993, the City Council approved a Resolution establishing a sanitary sewer hook-up charge for future development; and

WHEREAS, the Economic Development Authority has approved the purchase of said property with the intention of future development; and

WHEREAS, the City Council has reviewed the circumstances related to the assessment and has determined that it is in the public interest to waive the special assessment for public benefit; and

WHEREAS, the City Council desires to formally waive the assessment plus any accrued interest and remove any associated obligation from the property record.

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

- 1) The special assessment previously levied plus any accrued interest against the above-described property is hereby waived in full.
- 2) The City Clerk is directed to notify the County Auditor and Recorder of this action and take any necessary steps to ensure the assessment is removed from the property’s record.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

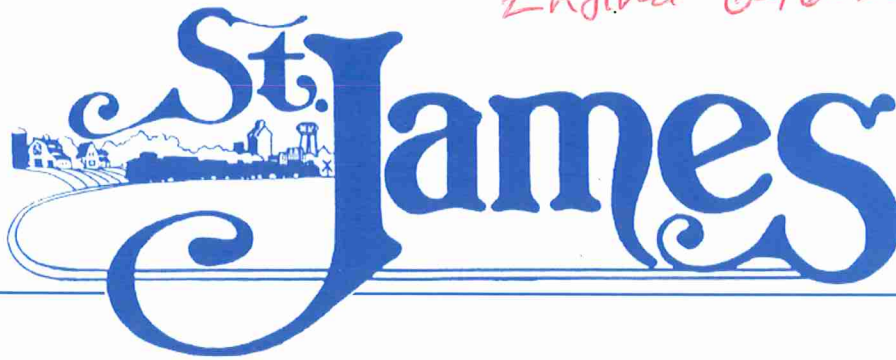
Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: May 6, 2025

Entered 6-16-2010



Deferred S/A's

June 15, 2010

Mr. Don Kuhlman
County Auditor
Watonwan County Court House
St James, Mn 56081

Dear Mr. Kuhlman:

I hereby certify that the enclosed special assessment listings for the following improvements which are deferred:

Property Owner	Improvement	Parcel Number	Amount
Thomas Mayberry	1993-001	20.024.2700	\$7,810.32
Thomas Mayberry	2004-003	20.024.2700	\$5,337.79
Hosanna Free Church	2004-003	20.375.0100	\$8,043.30

to be true and correct from records in my office and request attaching the deferred amounts on parcels.

Dated June 15, 2010

LeeAnn M. Nibbe
City Clerk-Treasurer
City of St. James
County of Watonwan, Minnesota

6/16/10

Print Key Output

Page 1

5722SS1 V5R3M0 040528

STJAMES

06/15/10 09:31:29

Display Device : DSP01
 User : LEEANN

TD900M 10 SAS ACS Special Assessment System

SpAsmt Maintenance
INQ

SpAsmt Code 01993 001

Start Year 1994

Maintenance Code 0

SpAsmt Class G GENERAL

Inactive (Y/N) N

SpAsmt Type 1 SANITARY SEWER

Estimated Cost 1663814 16,638.14

Authority 01 CITY OF ST JAMES 1ST

Adopted Year 1994

User Codes

Adopted Cost 1663814 16,638.14

Description 1993-1 SANITARY SEWER
 HOMESTEAD HOUSING

Comment RESOLUTION 01-94-04

G/L Act

Calc Years Interest

Extra Extra Additional

Method to Run Rate (4)

Months Days Percent

(1) 8 10 75000 7.5000

11 26

(2)

(3)

(4)

(5)

View Charges/Units?

- OR - View Parcels?

CMD1-Backup Inquiry

CMD2-Forward Inquiry

CMD6-Selection Screen

CMD7-END

Delete?

Action?

6/16/10

Print Key Output

5722SS1 V5R3MO 040528

STJAMES

06/15/10

Page 1
09:31:42

Display Device : DSP01
 User : LEEANN

TD900M 10 SAS ACS Special Assessment System

SpAsmt Maintenance
INQ

SpAsmt Code 02004 003
 Maintenance Code 0

Started 2005

SpAsmt Class G GENERAL

Inactive (Y/N) N

SpAsmt Type 3 WATER MAIN

Estimated Cost 2080172 20,801.72

Authority 01 CITY OF ST JAMES 1ST

Adopted Year 2004

User Codes

Adopted Cost 2080172 20,801.72

Description SANITARY SEWER AND WATER MAIN
 EXTENSIONS

Comment (RES 10-04-04)

G/L Act

Calc Years Interest
 Method to Run Rate (4)

Extra Extra Additional
 Months Days Percent

(1) 8 10 65000 6.5000

2 25

(2)

(3)

(4)

(5)

View Charges/Units?

- OR - View Parcels?

CMD1-Backup Inquiry

CMD2-Forward Inquiry

CMD6-Selection Screen

CMD7-END

Delete?

Action?

ACS Special Assessment System
06/14/2010 16:45:47

CITY OF ST JAMES
TD960L

PAGE 2

Parcel Spasmt Status Report
BILLABLE/COLLECTED/BALANCE DUE

Spasmt	Year	Year	Certified	Uncertified	Certified	Uncertified	Delinq	Delinq	Total
Started			Principal	Principal	Interest	Interest	Penalty	Interest	
02004 003 0 2004									
SANITARY SEWER AND WATER MAIN EXTENSIONS									
R THOMAS A MAYBERRY				5,337.79					5,337.79
SUSPENDED									
R HOSANNA FREE LUTHERAN CH				8,043.30					8,043.30
SUSPENDED									
Total Prepaid:				13,381.09					13,381.09
Total Billable:									
Total Collected:									
Total Balance Due:									

20.024, 2700

20.375, 0100

May 6, 2025

ITEM: New Business – Resolution 05.25.05: Approving Limited Use Permit with the State of Minnesota

BACKGROUND: The attached resolution approves extending the term of the current limited use permit with the State of Minnesota. Effective 2/25/2026, the limited use permit is renewed for a period of 10 years, if approved. The amended agreement also deletes paragraphs 6, 7, and 14 pertaining to applicable laws, civil rights, and indemnification and release.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.05

**RESOLUTION APPROVING LIMITED USE PERMIT WITH THE STATE OF
MINNESOTA**

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

- 1) The City of St. James enters into Limited Use Permit No. 8302-0004 and its amendments with the State of Minnesota, Department of Transportation to provide maintenance and use by the City of St. James upon, along and adjacent to Trunk Highway No. 4 and the limits of which are defined in said Limited Use Permit.
- 2) The St. James Mayor is hereby authorized and directed to sign and execute the Limited Use Permit No. 8302-0004 and its amendments with the State of Minnesota, Department of Transportation for Highway Beautification.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

CERTIFICATION

I, _____, certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of City of St. James, Minnesota at an authorized meeting held on the 6th day of May 2025, as shown by the minutes of the meeting in my possession.

C.S. 8302 (T.H. 4)
LUP # 8302-0004

Published: _____

Filed: _____

Effective Date: May 6, 2025

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

AMENDMENT OF LIMITED USE PERMIT
1

C.S. 8302 (T.H. 4)
County of Watonwan
LUP # 8302-0004
Permittee: City Of St James
Expiration Date: 02/25/2036

The State of Minnesota, Department of Transportation ("MnDOT") and City Of St James ("Permittee"), entered into Limited Use Permit No. LUP # 8302-0004 ("LUP") involving the construction, maintenance and operation of a Facility as further described in the LUP.

The parties desire to extend the term of the LUP and the parties deem certain amendments and additional terms and conditions mutually beneficial for effective continuation of said LUP.

NOW THEREFORE

MnDOT and Permittee agree to amend the LUP with the substitution of the following terms and conditions which shall become part of the LUP.

1. Effective on 02/25/2026, the LUP is renewed for a period of ten (10) years commencing on 02/25/2026 and continuing through 02/25/2036 with the right of termination in MnDOT as set forth in the LUP.
2. Effective on 02/25/2026, Exhibit B is deleted, and the attached certified copy of the Resolution is substituted therefor.
3. Effective on 02/25/2026, Paragraphs 6, 7 and 14 of the Limited Use Permit are deleted and the following Paragraphs 6, 7 and 14 are substituted therefor:
 6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred,

and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

14. INDEMNIFICATION AND RELEASE. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility. Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible. MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

4. MnDOT and Permittee agree that the electronic signature of a party to this LUP will be as valid as an original signature of such party and will be effective to bind such party to this LUP. The parties further agree that any document (including this LUP and any attachments or exhibits to this LUP) containing, or to which there is affixed, an electronic

signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this LUP.

5. Except as specifically provided herein, the terms and conditions of the LUP are confirmed and continued in full force and effect. By this Amendment the terms and conditions herein incorporated into the LUP.

MINNESOTA DEPARTMENT

CITY OF ST JAMES

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

May 6, 2025

ITEM: New Business – Resolution 05.25.06: Approving Agreement to Transfer Federal Airport Entitlement Funding to the City of Blue Earth

BACKGROUND: The attached resolution approves the agreement between the City of Blue Earth and the City of St. James. This agreement authorizes the City of St. James to transfer \$150,000 of received federal funding to the City of Blue Earth. The City of Blue Earth must repay the amount by no later than May 1, 2026.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.06

**RESOLUTION APPROVING AGREEMENT TO TRANSFER FEDERAL
AIRPORT ENTITLEMENT FUNDING TO THE CITY OF BLUE EARTH**

WHEREAS, the City of St. James receives Federal Aviation Administration (FAA) non-primary entitlement funding each year in the amount of \$150,000 which can be used for federally eligible projects; and

WHEREAS, the City of Blue Earth is short of project funding and has requested a transfer of funding in the amount of \$150,000 from the St. James Municipal Airport; and

WHEREAS, the City of Blue Earth agrees to return to the City of St. James \$150,000 of Federal Entitlement dollars earmarked for the Blue Earth Municipal Airport no later than May 1, 2026; and

WHEREAS, the St. James Municipal Airport does not have a project slated for 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA, does hereby approve the Agreement for Transfer of Entitlement of FAA funding to the City of Blue Earth in the amount of \$150,000.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA, that the City Manager is hereby authorized to execute the funding transfer agreement with the City of Blue Earth.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: May 6, 2025

**AGREEMENT BETWEEN THE CITY OF BLUE EARTH, MINNESOTA
AND
THE CITY OF ST. JAMES, MINNESOTA**

- I. This document is memorialization of the Agreement between city of St. James and the city of Blue Earth that city of St. James does hereby authorize \$150,000 of Federal Entitlement dollars, earmarked for the city of St. James, be transferred to the city of Blue Earth for its use at the Blue Earth Municipal Airport, subject to the following conditions:
- II. City of St. James agrees to sign and file FAA Form 5100-110 "Request for FAA Approval of Agreement for Transfer of Entitlements" (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration. This action will finalize the above-stated transfer of Federal Entitlement dollars. However, in full consideration of this agreement, the city of Blue Earth agrees to return to the city of St. James \$150,000 of Federal Entitlement dollars earmarked for the Blue Earth Municipal Airport no later than May 1, 2026.
- III. All parties acknowledge that this agreement is in full consideration, which will allow for \$150,000 of Federal Entitlement dollars to be transferred to the city of Blue Earth on or about May 1, 2025.

This agreement is fully stated and cannot be cancelled, modified, or in any way changed without the express written permission of both parties.


Jamison Holland
Interim City Administrator
City of Blue Earth, MN

Amanda Knoll
City Manager
City of St. James, MN

May 6, 2025

ITEM: New Business – Resolution 05.25.07: Approving County Project within Municipal Corporate Limits

BACKGROUND: The attached resolution approves Project No. SAP 083-656-009 for improvements of County State-Aid Highway No. 56 within the city limits.

STAFF RECOMMENDATION: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 05.25.07

**RESOLUTION APPROVING COUNTY PROJECT WITHIN MUNICIPAL
CORPORATE LIMITS**

WHEREAS, plans for Project No. SAP 083-656-009 showing proposed alignment, profiles grades and cross-sections for the construction, reconstruction or improvement of County State-Aid Highway No. 56 within the limits of City as a State Aid Project have been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA, that said plans be in all things approved.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

CERTIFICATION

I, _____, certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of City of St. James, Minnesota at an authorized meeting held on the 6th day of May 2025, as shown by the minutes of the meeting in my possession.

Published: _____

Filed: _____

Effective Date: May 6, 2025

May 6, 2025

ITEM: New Business – Resolution 05.25.08: Granting Signage Approval Relating to 606 1st Avenue South

BACKGROUND: The attached resolution approves the sign permit for 606 1st Avenue South.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.08

**RESOLUTION GRANTING SIGNAGE APPROVAL RELATING TO
606 1ST AVENUE SOUTH**

WHEREAS, Variedades Mi Guate (“Applicant”) submitted an application requesting signage approval for property located at 606 1st Ave South which is legally described as follows (“Property”):

**ORIGINAL ST. JAMES LOT 9, BLOCK 17 TO THE CITY OF ST.
JAMES, WATONWAN COUNTY, MINNESOTA**

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

WHEREAS, the Applicant seeks approval to erect one wall-mounted 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 April 28, 2025, meeting;
and

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

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

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

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

- 1) The City of St. James is hereby granting signage approval to Variedades Mi Guate located at 606 1st Avenue South.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

Attest:

Kristin Hurley, City Clerk - Treasurer

Published: _____

Filed: _____

Effective Date: May 6, 2025

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members
FROM: Brianna Sanders, Zoning Administrator
DATE: April 28, 2025
RE: Sign Permit – 606 1st Ave South

Applicant

VARIEDADES MI GUATE
CONTACT: FERMIN AGUSTIN
ADDRESS – 606 1ST AVE SOUTH

Request

The applicant is requesting a sign permit to erect one wall-mounted sign displaying the organizational name of “Variedades Mi Guate” with other descriptions and images.

Proposal

Applicant desires to erect a wall mounted sign to display the organizational name located on the northern wall of 606 1st Ave South. The total surface area of the sign will be approximately 24 sqft with the sign being 8 ft x 3 ft.

The property has street frontage of approximately 25 ft. There are no other wall mounted signs on the property. The proposed sign would be below the maximum level.

Location

The property is located at 606 1st Ave South legally described as ORIGINAL - ST JAMES CITY LOT-009 BLOCK-017 to the City of Saint James, Watonwan County.

The property is in a B-3 General Business District. The surrounding zoning designations include B-3 to the east, south and west, and city-owned property to the north

Existing Land Use

The parcel was being used for a retail clothing store.

City Code

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

§ 156.033 SIGNS.

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

(E) *Total sign surface area (on-premises signage).*

(1) *Total surface area; exceeding limitations.* Unless otherwise provided in this section, the total surface area devoted to all signs on any lot shall not exceed the limitations set forth in this section, and all signs, except temporary signs, shall be included in this calculation.

(2) *Maximum sign surface area; residential districts.* Unless otherwise provided in this section, the maximum sign surface area permitted on any lot in any residential district is four square feet.

(3) *Maximum sign surface area; business districts.* Subject to the other provisions of this section, the maximum on-premises sign surface area permitted on any lot in any business district shall be determined as follows:

(a) The total sign surface area allowed shall be two square feet per linear foot of lot street frontage, or 10% of the building frontage area, or 75 square feet in area, whichever is greater. Only one face of a double faced, or V-type, sign shall be considered in determining the display surface area;

(b) For uses on corner lots, the frontage measurement to be used in the signage area calculation shall be the smallest dimension. In this case, the business owner shall be permitted to have two equivalent signs, one facing each street, subject to other regulations contained herein; and

(c) The maximum on-premises sign surface area on any lot in any business district shall be 200 square feet, unless specified differently in other sections.

(4) *Maximum sign surface area; industrial districts.* Subject to other provisions of this section, the maximum sign surface area on any lot in any industrial district shall be determined by multiplying the number of linear feet of street frontage of the lot by three feet, or 20% of the building frontage, or 300 square feet, whichever is greater.

(5) *Sign surface area; wall of structure.* The sign surface area of any sign located on a wall of a structure may not exceed 50% of the total surface area of the wall on which the sign is located.

(J) *Sign illumination and signs containing lights.*

(1) *General.* Unless otherwise prohibited by this section, signs may be illuminated if the illumination is in accordance with this section.

(2) *Lighting.* Lighting directed toward a sign shall be shielded so that it illuminates only the face of the sign, and does not shine directly into a public right-of-way or residential premises.

(3) *Illuminated tubings, or strings of light.* Illuminated tubings, or strings of lights, that outline property lines, sales areas, roof lines, doors, windows, or similar areas are prohibited.

(4) *Flashing lights.* No sign may contain, or be illuminated, by flashing or intermittent lights, or lights of changing degrees of intensity, except signs indicating the time, date, or weather conditions.

Recommendations

Staff recommendation is approval

Exhibits

Exhibit 1 - Sign Permit Application



ST. JAMES

CITY OF ST. JAMES

APPLICATION FOR A SIGN PERMIT

Name of Applicant: Fermin Agustin J.

Address: 606 First Ave South

City/State/Zip: Saint James, MO 66081

Phone Number: (507) 329-5327

Address of Sign (if different from above): _____



Wall sign



Wall sign with illumination (lights)



Free-standing or monument sign



Free-standing or monument sign with illumination (lights)

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

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

Legal Description of Property: _____

Parcel ID 201001560

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: \$150

Dimensions of Sign: 8' x 3'

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.

04/14/2025
Date


Signature of Person Filing Application

Last revised 2/13/2023



May 6, 2025

ITEM: New Business – Resolution 05.25.09: Granting Signage Approval Relating to 117 7th Steet South

BACKGROUND: The attached resolution approves the sign permit for 117 7th Street South.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.09

**RESOLUTION GRANTING SIGNAGE APPROVAL RELATING TO
117 7TH STREET SOUTH**

WHEREAS, Building Resilience Counseling, LLC (“Applicant”) submitted an application requesting signage approval for property located at 117 7th Street South which is legally described as follows (“Property”):

**ORIGINAL ST. JAMES BLOCK 018 SOUTH 100 FEET OF LOT 13
EXCLUDE EAST 6 INCHES OF SOUTH 73'7"; SOUTH 100 FEET OF LOT 14
EXCLUDE SOUTH 73'7" TO THE CITY OF ST. JAMES, WATONWAN
COUNTY, MINNESOTA**

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

WHEREAS, the Applicant seeks approval to erect one wall-mounted 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 April 28, 2025, meeting;
and

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

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

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

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

- 1) The City of St. James is hereby granting signage approval to Building Resilience Counseling, LLC located at 117 7th Street South.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

Attest:

Kristin Hurley, City Clerk - Treasurer

Published: _____

Filed: _____

Effective Date: May 6, 2025

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members
FROM: Brianna Sanders, Zoning Administrator
DATE: April 28, 2025
RE: Sign Permit – 117 7th St S

Applicant

BUILDING RESILIENCE COUNSELING LLC
CONTACT: DAWN ZOLLARS
ADDRESS – 117 7th ST SOUTH SUITE 1

Request

The applicant is requesting a sign permit to erect one wall-mounted sign displaying the organizational name of “Building Resilience Counseling, LLC” with other descriptions and images.

Proposal

Applicant desires to erect a wall mounted sign to display the organizational name located on the western wall of 117 7th St South. The total surface area of the sign will be approximately 6.8 sqft with the sign being 33 inches x 30 inches.

The property has street frontage of approximately 100 ft. There are two other wall mounted signs on the property. The total sign surface area for this building would be 200 sq ft. The proposed sign would be below the maximum level.

Location

The property is located at 117 7th St S legally described as ORIGINAL - ST JAMES CITY BLOCK-018 S100' OF LOT 13 EXC E6"OF S 73'7"; S 100' OF LOT 14 EXC S 73'7" to the City of Saint James, Watonwan County.

The property is in a B-3 General Business District. The surrounding zoning designations include B-3 to the north, east, south and west.

Existing Land Use

The parcel is being used for offices of a real estate business, counseling business and other similar businesses.

City Code

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

§ 156.033 SIGNS.

(C) *Permit required for signs.* A permit shall be required to erect any sign in the city, unless exempted

sign shall be erected by any person until the plan for the proposed sign has been received by the Planning and Zoning Commission, and approved by the Council. Permit fees shall be determined by the Council.

(E) *Total sign surface area (on-premises signage).*

(1) *Total surface area; exceeding limitations.* Unless otherwise provided in this section, the total surface area devoted to all signs on any lot shall not exceed the limitations set forth in this section, and all signs, except temporary signs, shall be included in this calculation.

(2) *Maximum sign surface area; residential districts.* Unless otherwise provided in this section, the maximum sign surface area permitted on any lot in any residential district is four square feet.

(3) *Maximum sign surface area; business districts.* Subject to the other provisions of this section, the maximum on-premises sign surface area permitted on any lot in any business district shall be determined as follows:

(a) The total sign surface area allowed shall be two square feet per linear foot of lot street frontage, or 10% of the building frontage area, or 75 square feet in area, whichever is greater. Only one face of a double faced, or V-type, sign shall be considered in determining the display surface area;

(b) For uses on corner lots, the frontage measurement to be used in the signage area calculation shall be the smallest dimension. In this case, the business owner shall be permitted to have two equivalent signs, one facing each street, subject to other regulations contained herein; and

(c) The maximum on-premises sign surface area on any lot in any business district shall be 200 square feet, unless specified differently in other sections.

(4) *Maximum sign surface area; industrial districts.* Subject to other provisions of this section, the maximum sign surface area on any lot in any industrial district shall be determined by multiplying the number of linear feet of street frontage of the lot by three feet, or 20% of the building frontage, or 300 square feet, whichever is greater.

(5) *Sign surface area; wall of structure.* The sign surface area of any sign located on a wall of a structure may not exceed 50% of the total surface area of the wall on which the sign is located.

(J) *Sign illumination and signs containing lights.*

(1) *General.* Unless otherwise prohibited by this section, signs may be illuminated if the illumination is in accordance with this section.

(2) *Lighting.* Lighting directed toward a sign shall be shielded so that it illuminates only the face of the sign, and does not shine directly into a public right-of-way or residential premises.

(3) *Illuminated tubings, or strings of light.* Illuminated tubings, or strings of lights, that outline property lines, sales areas, roof lines, doors, windows, or similar areas are prohibited.

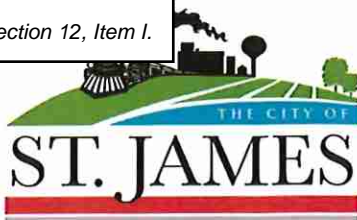
(4) *Flashing lights.* No sign may contain, or be illuminated, by flashing or intermittent lights, or lights of changing degrees of intensity, except signs indicating the time, date, or weather conditions.

Recommendations

Staff recommendation is approval

Exhibits

Exhibit 1 - Sign Permit Application



CITY OF ST. JAMES

APPLICATION FOR A SIGN PERMIT

Name of Applicant: Dawn Zollars Building Resilience Counseling LLC
 Address: 403 4th Ave. N.
 City/State/Zip: Saint James MN 56081
 Phone Number: 507-441-6174
 Address of Sign (if different from above): 117 7th St. S Suite 1

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

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

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

Legal Description of Property: St James City Block - 018 S 100' of Lot 13 EXC E 6" OF S 73' 7" ; S 100' OF LOT 14 EXC S 73' 7"

Parcel ID 201001790

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

Current Zoning District of Property: Commercial Mayberry Real Estate

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): _____

2 other business signs on building and one free standing sign in front of the building.

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

Sketch Plan Submitted on: 04 / 07 / 25 Value of proposed work: \$299.00

Dimensions of Sign: 33 inches x 30 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

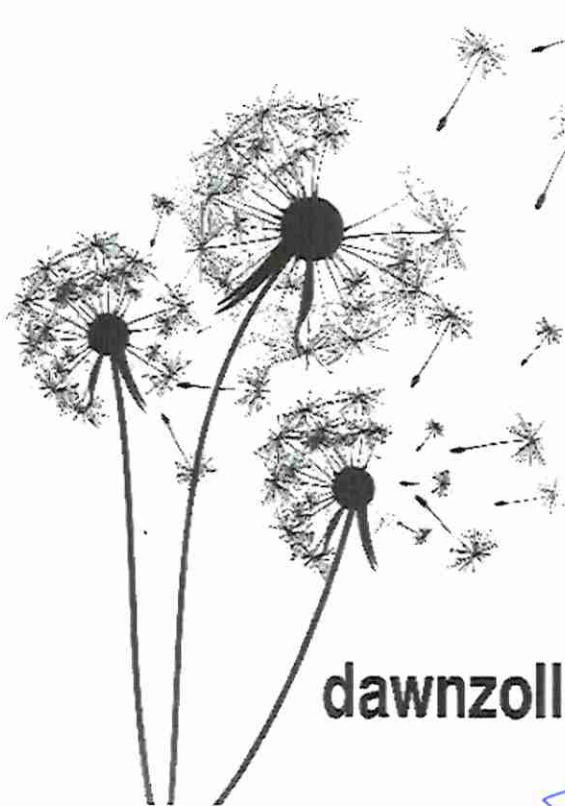
The above information and attached drawing of request are true and correct to the best of my knowledge.

04-07-2025
Date

Dawn Zollars
Signature of Person Filing Application

Last revised 2/13/2023

BUILDING RESILIENCE COUNSELING, LLC



507-441-6174

dawnzollars.buildingresilience@gmail.com

↑
↓
30
inches

←
→
30
inches

May 6, 2025

ITEM: New Business – Resolution 05.25.10: Authorizing Transfer of Certificate of Deposit Funds to Savings Account to Maximize Interest Yield

BACKGROUND: The attached resolution authorizes the transfer of funds currently held in a Certificate of Deposit (CD) to the city's authorized savings account in the anticipated amount of \$227,707.57. The CD is set to mature on May 7, 2025. The current interest rate on the 60-month term CD xx6282 is set at 1%. The highest interest rate available is set at 3.94% for a 6-month term CD. The business version of the Platinum Plus Savings account is called Treasury Management Savings and has an interest rate that is set at 4.10%.

Account Type	Min. Balance to obtain APY*	Min. Balance to open an account	Interest Rate	APY*
Certificates of Deposit				
91 Days	\$500.00	\$500.00	0.10%	0.10%
182 Days	\$500.00	\$500.00	3.94%	4.00%
9 Months	\$500.00	\$500.00	3.70%	3.75%
12 Months	\$500.00	\$500.00	3.45%	3.50%
18 Months	\$500.00	\$500.00	3.21%	3.25%
24 Months	\$500.00	\$500.00	3.21%	3.25%
36 Months	\$500.00	\$500.00	2.97%	3.00%
48 Months	\$500.00	\$500.00	2.97%	3.00%
60 Months	\$500.00	\$500.00	3.21%	3.25%

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 05.25.10

**RESOLUTION AUTHORIZING TRANSFER OF CERTIFICATE OF DEPOSIT
FUNDS TO SAVINGS ACCOUNT TO MAXIMIZE INTEREST YIELD**

WHEREAS, the City of St. James hold a Certificate of Deposit (CD) in an anticipated amount of \$227,707.57, which is scheduled to mature on May 7, 2025; and

WHEREAS, upon maturity, the interest rates offered for CD renewals are currently lower than the interest yields available through the authorized City's Savings Account; and

WHEREAS, at the creation of the authorized city's savings account, the consumer option was called Platinum Plus, and

WHEREAS, Pioneer Bank offers a business version of Platinum Plus Savings Account called Treasury Management Tiered Savings w/ ICS; and

WHEREAS, the City Council finds it to be in the best interest of the City to transfer the matured CD funds to the Treasury Management Tiered Savings w/ ICS account in order to maximize investment earnings.

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

- 1) That the City Clerk/Treasurer is hereby authorized and directed to transfer the total matured CD amount of \$227,707.57 to the City's savings account upon expiration of the current CD term.
- 2) That this transfer is being made for the purpose of maximizing interest rate yield. The interest rate is variable and tied to prime. The interest rate is currently set at 4.10%.
- 3) That staff continue to monitor interest rates and investment options and bring recommendations to the City Council should more favorable opportunities arise.

Adopted by the City Council this 6th day of May 2025.

Christopher Whitehead, Mayor

Attest:

Kristin Hurley, City Clerk - Treasurer

Published: _____

Filed: _____

Effective Date: May 6, 2025

May 6, 2025

ITEM: New Business – Proposal: Geotechnical Services, American Engineering Testing

BACKGROUND: The attached proposal is to explore the surface conditions at the property the Economic Development Authority is purchasing for future development. The cost for the geotechnical services is \$11,900.

STAFF RECOMMENDATION: Approve/Deny Proposal.

April 21, 2025



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

Attn: Brianna Sanders-Economic Development Director

RE: Proposal for Geotechnical Services
Mayberry Industrial Park
7th Street South
St. James, MN 56081
AET #P-0042382

Dear Ms. Sanders:

American Engineering Testing, Inc. is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

Purpose

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

Project Information

We understand that you are planning to construct a new storm water pond. Utilizing the borrow from the pond, you plan to grade a new street and 13 new commercial/industrial building lots. The proposed buildings for the new lots are unknown at this time. We do not have any specific structural loading information; we assume light to moderate loads for a structure of this type. We understand that the site has previously not been developed and is currently farmland. Additional soil borings and geotechnical engineering recommendations could be required for the proposed buildings/structures depending on final locations and loadings.

Scope of Services

Field Exploration

As requested by you, our subsurface exploration program will consist of the following:

- Perform 12 standard penetration test borings (ASTM: D1586) 6 to a depth of 14.5 feet and 6 to a depth of 21 feet or auger refusal each.
- Seal the boreholes per Minnesota Department of Health requirements.

1730 First Avenue | Mankato, MN 56001

Phone (507) 387-2222 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.



We assume the proposed soil boring locations will be staked and the surface elevations provided by BMI prior to performing our One Call. We have not had an opportunity to observe the project site; we assume that the proposed boring locations will be accessible to our truck mounted equipment in dry weather. A rubber tire, all terrain drill rig could be mobilized at an additional cost. Also, if required, snow removal costs have not been included in this proposal.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes and soundings to comply with the Minnesota Department of Health Regulations.

Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury. Accessing the boring locations may leave ruts in the ground. We assume that the property owner will perform any site restoration work, if needed. We have not included a fee for site restoration in our cost estimate.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for dry density, moisture content, Atterberg Limits, and unconfined compressive strength tests.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

Engineering Report

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our recommendations for the proposed construction. The report will also discuss earthwork recommendations and present our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the lot areas for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement.
- Backfilling procedures, including material types and compaction requirements.
- Ground floor slab support, including recommendations on the need for a vapor or capillary water barrier.
- Preparation of the subgrade for pavements
- Pavement section thickness designs
- Recommendations for support of new utilities installed within the proposed streets
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

Insurance

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

Project Direction

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.



Fees

The scope of work defined in this proposal will be performed on a lump sum basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<u>Task</u>	<u>Cost</u>
Mobilization/Demobilization/Per Diem	\$900.00
Clear Utilities, Soil Boring Layout by BMI	\$200.00
Soil Borings	\$7,800.00
Pavement Coring	\$0.00
MDH Sealing Notification	\$0.00
Laboratory Testing	\$1,000.00
Report and Project Management	\$2,000.00
TOTAL	\$11,900.00

We would not exceed \$11,900.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$40/foot.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

Minnesota Department of Health Fees

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$75 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:



Property Owner's mailing address:

Performance Schedule

Weather permitting; we anticipate drilling operations can begin within about 3 to 5 weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about 2 weeks after completion of the field work and laboratory testing. We are available to review special schedule needs with you.

Environmental Concerns

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposed does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement-Terms and Conditions." The terms contained in this attachment are incorporated herein and are an integral part of this contract for professional engineering services.

Geotechnical Services
Mayberry Industrial Park, St. James, MN
P-0042382
AET Proposal No. P-0042382



If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,
American Engineering Testing

A handwritten signature in black ink that reads 'Gregory Guyer'.

Gregory Guyer, PE
Senior Engineer
gguyer@teamAET.com
C: 507.420.3867
GAG/ZLH/lmh

A handwritten signature in black ink that reads 'Zane Hiller'.

Zane Hiller, PE (SD)
Engineer II
zhiller@teamaet.com
C: 605.595.8769

cc: Adam Jacobs, PE – Bolton and Menk

Attachments
Service Agreement (4 pages)

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0042382

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

Section 12, Item K.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

Section 12, Item K.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

Section 12, Item K.

~~Any~~ invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

Section 12, Item K.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

May 6, 2025

ITEM: New Business – Retirement: Roxanne Fischer, Liquor Store

BACKGROUND: Roxanne Fischer with the Liquor Store, has given her intent to retire from the City of St. James effective April 30, 2025. Fischer has been employed with the city for 30 years. Please congratulate her on her retirement.

STAFF RECOMMENDATION: Approve Retirement.

May 6, 2025

ITEM: New Business – Proposed Ordinance No. 028, 4th Series: Adding Chapter §124 to the St. James City Code Pertaining to Regulation of Cannabis Businesses

BACKGROUND: The attached proposed ordinance adds Chapter §124 to the St. James City Code pertaining to cannabis regulation. Minnesota State law allows cities to regulate the zoning requirements and retail registration on cannabis businesses.

Minnesota State law allows the initial registration fees collected by local governments to be \$500 or up to half the amount of the applicable initial license fee, whichever is less. Renewal registration fees may be \$1,000 or up to half the amount of the applicable renewal license fee, whichever is less. The recommendation is to use this language in the 2025 fee schedule, which will be amended if approved.

First Reading: May 6, 2025

Notice of Proposed Ordinance: May 9, 2025

Second Reading and Final Vote: May 20, 2025

Approval of Publication of Title and Summary of Ordinance by the Council: May 20, 2025

Publication of Title and Summary of Ordinance: May 29, 2025

Publication of Entire Text of Ordinance at Watonwan County Library:

Recorded in the Ordinance Book and Available on Website:

Effective Date of Ordinance:

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

ORDINANCE 028, 4TH SERIES

**ORDINANCE ADDING CHAPTER 124 TO THE ST. JAMES CITY CODE
PERTAINING TO REGULATION OF CANNABIS BUSINESSES**

The City of St. James does ordain:

Section 1. Title XI of the City Code is amended by adding Chapter 124 to read as follows:

Chapter 124. CANNABIS.

§124.01 PURPOSE AND INTENT.

The City of St. James makes the following legislative findings:

(A) The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City of St. James to protect the public health, safety, welfare of the St. James residents by regulating cannabis and hemp businesses within the City.

(B) The City of St. James finds and concludes that the proposed provisions are appropriate and lawful land use regulations for St. James, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

§ 124.02 DEFINITIONS.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant. An applicant means an entity with a license issued by the OCM that is applying for an initial registration or for registration renewal.

The Act. The Act means Minnesota Statute, Chapter 342, as it may be amended from time to time.

Cannabis Business. A cannabis business has the same meaning as defined in Minnesota Statute §342.01.

Cannabis Cultivation Business. A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plant and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the State of Minnesota Office of Cannabis Management.

Cannabis Delivery Business. A cannabis delivery business means a business with a cannabis delivery service license or delivery service endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Manufacturing Business. A cannabis manufacturing business means a business with a cannabis manufacturer license, or manufacturing endorsement from the State of Minnesota

Office of Cannabis Management.

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

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

Cannabis Testing Business. A cannabis testing business means a business with a cannabis testing facility license or testing endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Transportation Business. A cannabis transportation business means a business with a cannabis transporter license or transportation endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis Wholesaling Business. A cannabis wholesaling business means a business with a cannabis wholesaler license or wholesaling endorsement from the State of Minnesota Office of Cannabis Management.

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

Lower-Potency Hemp Edible. As defined under Minnesota Statute §342.01, subd. 50.

Office of Cannabis Management. Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.

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

Preliminary License Approval. OCM pre-approval for a cannabis business license for applicants who qualify under Minnesota Statute §342.17.

Potential License. Potential license means an applicant that has not received a license from the OCM.

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

Residential Treatment Facility. As defined under Minnesota Statute §245.462, Subd. 23.

Temporary Cannabis Event. A secured event, or a secured portion of a larger separately licensed event, devoted to cannabis activities as permitted by state law and local regulations.

School. Any public or private elementary, vocational, or secondary school, or a public or private college or university.

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

§ 124.03. REGISTRATION OF CANNABIS BUSINESSES.

(A) *Cannabis Business Initial Zoning Certification.*

(1) Pursuant to Minnesota Statute §342, within 30 days of receiving a copy of a state license application from OCM, the City of St. James shall certify on a form provided by OCM whether a potential licensee complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

(2) Successful approval of a site for zoning compliance does not guarantee that the potential licensee will receive retail registration. A complete application for retail registration must still be applied for and obtained by a retailer before any retail sale to a customer.

(B) *Retailer Registration.*

(1) Before making retail sales to customers or patients, a retailer must register with the city. Making retail sales to customers without an active registration is prohibited.

(2) Subject to Minnesota Statute §342.22, Subd. 5(e), the city may impose a civil penalty, as specified in the City's Fee Schedule, for making a sale to a customer or patient without valid registration from the City and a valid license from OCM.

(C) *Compliance Checks Prior to Retail Registration.* Prior to issuance of a cannabis retail business registration, the City of St. James shall conduct a preliminary compliance check to ensure compliance with local ordinances.

(D) *Registration and Application Procedure.*

(1) *Fees.*

(a) A registration fee, as established in the City of St. James' fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

(b) Initial registration fees and renewal registration fees are nonrefundable.

(2) *Application Submittal.* The City of St. James shall issue a local retail registration to a retailer that adheres to the requirements of Minnesota Statute §342.22, and which qualifies for a registration under the provisions of Chapter 124.

(a) An applicant for initial registration or renewal shall fill out an application form, as provided by the City of St. James. Information required on the form shall include, but is not limited to:

(i) Full name of the property owner and applicant;

- (ii) Address, email address, and telephone number of the applicant;
 - (iii) The address and parcel ID for the property which the retail registration is sought;
 - (iv) Certification that the applicant complies with the requirements of local ordinances established pursuant to Minnesota Statute §342.13.
 - (v) Proof of taxes, assessments, utility charges or other financial claims of the city or the state are current.
 - (b) The applicant shall include with the registration form:
 - (i) The required local registration fee as required in §124.03 D(1);
 - (ii) A copy of a valid state license or written notice of OCM license preapproval;
 - (iii) A narrative describing the proposed business;
 - (iv) A site plan showing the building to house the business, available parking;
 - (v) Floorplans for the proposed business which show compliance to all MN Building Code requirements.
 - (c) Once an application is considered complete, the City of St. James shall process the required fee and forward the application to the Zoning Administrator if any changes need to be reviewed. City Council shall approve all retail registrations.
- (3) *Application Approval.*
- (a) Applications will be processed on a first-come, first-served basis based on the city receiving a complete application and payment of all fees.
 - (b) The date a certification under §124.03(A) is issued will have no impact on the applicant's registration processing.
 - (c) Complete applications shall be approved by the City Council unless one of the following reasons for denial applies:
 - (i) The cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted in the City under §124.03(G).
 - (ii) The applicant is unable to meet the requirements of City Code Chapter 124 or applicable zoning regulations for the proposed business location.
 - (d) Registration shall not be transferable to a new owner.
- (4) *Annual Compliance Checks.*

(a) The City of St. James shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minnesota Statute §342.22 Subd. 4(b) and Minnesota Statute §342.24 and Chapter 124 of this Municipal Code.

(b) The City of St. James shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

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

(d) Any failures under this section must be reported to the Office of Cannabis Management.

(5) *Location Change.* A state-licensed cannabis retail business shall be required to submit a new application for registration under §124.05(C)2 if it seeks to move to a new location still within the legal boundaries of the City of St. James.

(E) *Renewal of Registration.*

(1) Each year, a state-licensed cannabis retail business shall apply to renew local registration on a form established by the City of St. James.

(a) *Renewal Fees.* A renewal fee for local registration shall be required starting at the second renewal, as established in the City of St. James' fee schedule.

(b) *Renewal Application.* The application for renewal of a local retail registration shall include, but is not limited to, all items required under §124.03(D)(2).

(2) The City of St. James shall renew the local registration of a state-licensed cannabis retail business concurrent with and subject to OCM renewal of the State license for the business.

(F) *Suspension of Registration.*

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

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

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

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

The City of St. James may reinstate a registration if it determines that the violations have been resolved.

The City of St. James shall reinstate a registration if OCM determines that the violation(s) have been resolved.

(4) *Civil Penalties.* Subject to Minnesota Statute §342.22, Subd. 5(e), the City of St. James may impose a civil penalty, as specified in the City's fee schedule, for registration violations, not to exceed \$2,000.

(G) *Limiting of Registrations.* The City of St. James shall limit the number of cannabis retail business to two.

§124.04. REQUIREMENTS FOR CANNABIS BUSINESSES.

(A) *Minimum Buffer Requirements.*

(1) The City of St. James prohibits local registration of a new cannabis business where retail sales would physically occur within 350 feet of the property line of any schools, daycares, residential treatment facility, or parks that include attractions that are regularly used by minors.

(2) Pursuant to Minnesota Statute §462.357 Subd. 1(e), nothing in §124.04(A) shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school, daycare, residential treatment facility, attraction within a public park that is regularly used by minors, moves within the minimum buffer zone. Except public parks include St. James Downtown Park, Helping Hands, and Plaza de Saint James.

(B) *Zoning and Land Use.*

(1) *Cultivation.* Cannabis businesses licensed or endorsed for cultivation are permitted as an agricultural use in the following zoning districts:

- (a) Planned Industrial District (I-1)
- (b) General Industrial District (I-2)

(2) *Cannabis Manufacturer.* Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as an industrial use in the following zoning districts:

- (a) Planned Industrial District (I-1)
- (b) General Industrial District (I-2)

(3) *Hemp Manufacturer.* Cannabis businesses licensed or endorsed for hemp manufacturer are permitted as an industrial use in the following zoning districts:

- (a) Planned Industrial District (I-1)
- (b) General Industrial District (I-2)

(4) *Wholesale.* Cannabis businesses licensed or endorsed for wholesale are permitted

as an industrial use in the following zoning districts:

- (a) Planned Industrial District (I-1)
- (b) General Industrial District (I-2)
- (c) Special Use Permit: Service Business District (B-2), General Business District (B-3), Highway Commercial Business District (B-4)

(5) *Cannabis Retail.* Cannabis businesses licensed or endorsed for cannabis retail are permitted as a commercial use in the following zoning districts:

- (a) Service Business District (B-2)
- (b) General Business District (B-3)
- (c) Highway Commercial Business District (B-4)
- (d) Special Use Permit: Planned Industrial District (I-1), General Industrial District (I-2)

(6) *Cannabis Transportation.* Cannabis businesses licensed or endorsed for transportation are permitted as an industrial use in the following zoning districts:

- (a) Planned Industrial District (I-1)
- (b) General Industrial District (I-2)

(7) *Cannabis Delivery.* Cannabis businesses licensed or endorsed for delivery are permitted as an industrial use in the following zoning districts:

- (a) Planned Industrial District (I-1)
- (b) General Industrial District (I-2)

(C) *Hours of Operation.* Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 8:00 AM and 10:00 PM, seven days per week.

(D) *Advertising.* Cannabis businesses are permitted to erect signs in accordance to St. James City Code §156.033.

§124.05. TEMPORARY CANNABIS EVENTS.

(A) *License Required for Temporary Cannabis Events.*

(1) *License Required.* A special event permit is required to be issued and approved by the City of St. James prior to holding a Temporary Cannabis Event. Permit review and issuance shall follow the procedures for Special Events under Chapter 123 of the City Code.

§ 124.06. LOWER-POTENCY HEMP EDIBLES.

(A) *Sale of Low-Potency Hemp Edibles.* The sale of Low-Potency Edibles is permitted, subject to the conditions within this ordinance.

(B) *Zoning Districts.*

(1) *Cultivation.* Cannabis businesses licensed or endorsed for cultivation are permitted

as a retail or cultivation use in the following zoning districts:

- (a) Commercial Use - Low-Potency Hemp Edibles Retail: Service Business District (B-2), General Business District (B-3), Highway Commercial Business District (B-4)
- (b) Commercial Use: Special Use Permit: Planned Industrial District (I-1), General Industrial District (I-2)
- (c) Cultivation: Planned Industrial District (I-1), General Industrial District (I-2)
- (d) Cultivation: Special Use Permit: Service Business District (B-2), General Business District (B-3), Highway Commercial Business District (B-4)

(B) *Additional Standards.*

- (1) *Sales within Municipal Liquor Store.* The sale of Low-Potency Edibles and Beverages are permitted in a Municipal Liquor Store.
- (2) *Age Requirements.* The sale of Low-Potency Edibles is permitted only in places that admit those 21 years of age or older.
- (3) *Beverages.* The sale of Low-Potency Hemp Beverages is permitted in places that met requirements in this Ordinance.
- (4) *Storage of Product.* Low-Potency Edibles shall be sold behind a counter and stored in a locked case.

§ 124.07. LOCAL GOVERNMENT AS A CANNABIS RETAILER.

The City of St. James may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this ordinance.

The City of St. James shall be subject to all same retail license requirements and procedures applicable to all other applicants.

§ 124.08. USE IN PUBLIC PLACES.

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

§ 124.09. PENALTY ADMINISTRATION AND ENFORCEMENT.

Any violation of the provisions of the Chapter or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Each day each violation continues or exists, constitutes a separate offense. Violations of this Ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance. Violation of this Chapter shall be grounds for enforcement against any business license issued by the City of St. James.

Section 2. Effective Date. This ordinance shall be effective upon passage and publication.

First Reading:

Second/Final Reading:

Date of Publication:

Date Ordinance Takes Effect:

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

ST. JAMES PLANNING COMMISSION

TO: Planning Commission Members

FROM: Brianna Sanders, Zoning Administrator

DATE: March 31, 2025

RE: Zoning Regulations For Cannabis Businesses

Request

With the passing new legislature, cities have the opportunity to set zoning regulations for cannabis businesses. There are five key issues to consider: number of registrations, hours of operation for cannabis businesses, zoning districts to allow the operation of cannabis businesses, the buffer distance from parks, schools, daycares, etc., and cost of registration. The Planning Commission can make a recommendation on the first four issues.

Proposal

City staff have reviewed a draft ordinance put together by the Office of Cannabis Management (enclosed). The draft ordinance includes the following proposed items:

Number of Registrations:

The draft ordinance includes the maximum of **2** cannabis retail businesses within the city limits of St. James.

MN State Statute requires that at least one Cannabis Retail Business Registration per every 12,500 residents, which would be a minimum of (1) one within the city limits of St. James. If the County chooses to establish their own cannabis ordinance, the City of St. James may have one cannabis retail business and there may be one within the county boundaries.

If a local government chooses to limit the number of retail registrations within its locality, options for selecting applicants could include a lottery, a first-come/first-served model, rolling approvals, and other options.

Hours of Operation for Cannabis Businesses:

8:00 AM and 10:00 PM, seven days per week

Beer/Liquor licenses allow for the sale of beer/liquor during the hours of 8:00am to 1:00am Monday through Saturday and from 12:00pm to 1:00am on Sundays.

Zoning Districts:

	B-2 Service Business	B-3 General Business	B-4 Highway Commercial Business	I-1 Planned Industrial	I-2 General Industrial
Cultivation				Permitted	Permitted
Cannabis Manufacturer				Permitted	Permitted
Hemp				Permitted	Permitted

	er					
Wholesale	Special Use	Special Use	Special Use	Permitted	Permitted	
Cannabis Retail	Permitted	Permitted	Permitted	Special Use	Special Use	
Cannabis Transportation				Permitted	Permitted	
Cannabis Delivery				Permitted	Permitted	
Low Potency Hemp Edibles Retail	Permitted	Permitted	Permitted	Special Use	Special Use	
Cultivation	Special Use	Special Use	Special Use	Permitted	Permitted	

Buffer Requirements:

The draft ordinance includes a buffer for retail cannabis businesses to be 500 feet from the property line of any schools, daycares, residential treatment facility, or parks that include attractions that are regularly used by minors.

It is being proposed that St. James Downtown Park, Helping Hands Park, and La Plaza de St. James are all excluded from the buffer requirements.

MN State Statute allows for the following maximum buffers: 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

	Maximum Allowable Buffer	Proposed Buffer
Schools	1000	350
Daycares	500	350
Residential Treatment Facility	500	350
Parks	500	350

Recommendations

Staff recommendation is approval of the draft ordinance.

May 6, 2025

ITEM: New Business – Proposed Ordinance No. 029, 4th Series: Renaming a Street in the City of St. James, Watonwan County, Minnesota

BACKGROUND: The attached proposed ordinance authorizes the renaming of 6th Avenue Court South to Lake Lane. At previous work sessions of the city council, it was determined that the current street name of 6th Avenue Court South is clumsy and confusing. The Economic Development Authority made another recommendation to the City Council of naming the street Lake Lane.

First Reading: May 6, 2025

Notice of Proposed Ordinance: May 9, 2025

Second Reading and Final Vote: May 20, 2025

Approval of Publication of Title and Summary of Ordinance by the Council: May 20, 2025

Publication of Title and Summary of Ordinance: May 29, 2025

Publication of Entire Text of Ordinance at Watonwan County Library:

Recorded in the Ordinance Book and Available on Website:

Effective Date of Ordinance:

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

State of Minnesota
County of Watonwan

ORDINANCE 029, 4TH SERIES

**AN ORDINANCE RENAMING A STREET IN THE CITY OF ST. JAMES,
WATONWAN COUNTY, MINNESOTA**

The City of St. James does ordain as follows:

Section 1. Renaming Street. “6TH AVENUE COURT SOUTH” lying and being as follows:

6TH AVENUE COURT SOUTH OF SCHWINGLER’S SUBDIVISION, CITY OF ST. JAMES,
WATONWAN COUNTY, MINNESOTA

Is hereby renamed “LAKE LANE”.

Section 2. Severability. Should any section, subdivision, clause or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction, such decisions shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part held to be invalid.

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

1. “6th AVENUE COURT SOUTH” shall hereby be renamed to LAKE LANE.

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

First Reading: May 6, 2025

Second Reading: May 20, 2025

Date of Publication: May 29, 2025

Date Ordinance Takes Effect: May 29, 2025

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

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk-Treasurer