

# City Council Meeting Agenda

March 04, 2025 at 5:30 PM

St. James City Hall – Council Chambers

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**1. CALL TO ORDER**

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

**3. DETERMINATION OF QUORUM**

**4. APPROVAL OF MINUTES**

A. Consideration to Approve Minutes – 02.18.2025 Council Meeting

**5. CONSENT ITEMS**

A. Payment of Claims and ACH Payments

**6. SCHEDULED BID LETTING**

**7. SCHEDULED PUBLIC HEARINGS**

**8. ADMINISTRATIVE APPEALS**

**9. FINANCIAL REPORTS**

**10. LICENSES AND PERMITS**

**11. OLD BUSINESS**

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

**12. NEW BUSINESS**

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

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

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

D. Consideration to Approve Resolution 03.25.04 - Declaring Excess Property

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

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

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

- H. Consideration to Approve Resolution 03.25.08 - Authorizing the Economic Development Director to Enter into the Agreement for Natural Gas Energy Analysis with CenterPoint Energy
- I. Consideration to Approve Resolution 03.25.09 - Authorizing the Economic Development Director to Enter into the Host Site Agreement for the Recharge St. James EV Ride and Drive Event

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

**14. ADJOURNMENT**

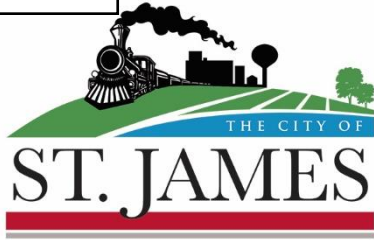
March 4, 2025

**ITEM:** Approval of Minutes – 02.18.2025 Council Minutes

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**BACKGROUND:** The Minutes from February 18, 2025, City Council Meeting are attached for review and approval.

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



## City Council Meeting Minutes

February 18, 2025 at 5:30 PM

St. James City Hall – Council Chambers

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### 1. CALL TO ORDER

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

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

**PRESENT:** Mayor Christopher Whitehead, Councilpersons 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 – Council Meeting 02.04.2025

Motion made by Harris, Seconded by Lindee.

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 \$145,021.15 is as follows: \$145,021.15 Check No. 703532 - 703546, 703553 - 703625 as listed in the check register.

Motion made by Rushing, Seconded by Hanson.

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

Upon voice vote, it was unanimously approved

### 6. SCHEDULED BID LETTING

### 7. SCHEDULED PUBLIC HEARINGS

### 8. ADMINISTRATIVE APPEALS

### 9. FINANCIAL REPORTS

### 10. LICENSES AND PERMITS

#### A. Consideration to Approve Special Event Permit Application - Rail Run

St. James Chamber of Commerce - Railroad Days applied for a Special Event Permit for the Railroad Days Rail Run to be held on June 19, 2025, from 4:00 - 9:00 p.m. Staff have reviewed and approved the permit application with no pending items needed.



Motion made by Craig, Seconded by Lindee.

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

Upon voice vote, it was unanimously approved.

## **11. OLD BUSINESS**

## **12. NEW BUSINESS**

### **A. Consideration to Approve Resolution 02.25.01 - Agreement with SafeAssure**

Resolution Authorizing the Mayor and City Manager to Enter into Service Agreement with SafeAssure

Motion made by Rushing, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 02.25.01 duly passed 5-0.

### **B. Consideration to Approve Resolution 02.25.02 - Agreement with Midwest EMS Billing**

Resolution Authorizing the City Manager to Enter into Ambulance Service Billing Agreement with Midwest EMS Billing

Motion made by Craig, Seconded by Hanson.

Voting Yea: Craig, Hanson, Harris, Rushing

Whereupon Mayor Christopher Whitehead declared Resolution 02.25.02 duly passed 5-0.

### **C. Consideration to Approve Resolution 02.25.03 - Amendment to 2025 Fee Schedule**

Resolution Amending the 2025 Fee Schedule

Motion made by Rushing, Seconded by Hanson.

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

Whereupon Mayor Christopher Whitehead declared Resolution 02.25.03 duly passed 5-0.

### **D. Consideration to Approve Resolution 02.25.04 - Intent of Reimbursement of Certain Expenditures from the Proceeds of Bonds**

Resolution Declaring the Official Intent of the City of St. James to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City

Motion made by Hanson, Seconded by Craig.

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

Whereupon Mayor Christopher Whitehead declared Resolution 02.25.04 duly passed 5-0.

### **E. Consideration to Approve Resolution 02.25.05 - Appointing Airport Engineer**

Resolution Appointing Airport Engineer for the City of St. James Municipal Airport (JYG)

Motion made by Harris, Seconded by Rushing.

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

Whereupon Mayor Christopher Whitehead declared Resolution 02.25.05 duly passed 5-0.

### **F. Consideration to Approve Resolution 02.25.06 - Consulting Agreement with Region Nine**

Resolution Accepting the Consulting Agreement Between Frontier Energy, Inc and Region Nine Development Commission for Energy Audits to be Performed on Certain City Facilities

Motion made by Harris, Seconded by Lindee.

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

Whereupon Mayor Christopher Whitehead declared Resolution 02.25.06 duly passed 5-0.

**G. Consideration to Approve Purchase Request - Generator**

Mark Anderson, Wastewater Superintendent, is requesting to purchase a new generator to replace the current generator. The current diesel generator was installed in 1991 and has served its lifetime with the City. The request comes as expensive repairs are needed. The new generator would run on natural gas, which would be a cleaner method to burn fuel, opposed to the current diesel generator.

Mark has received quotes from WinCo Generator for \$198,706.00 and Blue Star Generator for \$189,610.00. The current lead times are 38 and 40 weeks respectively. Recommendation is for the Blue Star Generator.

This purchase is not budgeted though it is in the City's best interest to replace the generator.

Motion made by Harris, Seconded by Rushing to approve the Blue Star Generator purchase

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

Upon voice vote, it was unanimously approved.

**H. Consideration to Approve New Hire - Water Foreman**

Daniel Rotert has been hired as the full-time Water Foreman in the Water Department. His start date was February 10, 2025. His rate of pay is set at Grade 11, Step 1 according to the full-time union wage scale.

Motion made by Craig, Seconded by Lindee.

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

Upon voice vote, it was unanimously approved.

**I. Consideration to Approve Proposed Ordinance No. 026, 4th Series - Amending Chapter 90.006 of the St. James City Code Pertaining to Public Nuisances - 1st Reading**

Motion made by Rushing, Seconded by Hanson.

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

Whereupon Mayor Christopher Whitehead declared Ordinance No. 026, 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 5:48 p.m.

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Kristin Hurley, City Clerk-Treasurer

March 4, 2025

**ITEM:** Old Business – Proposed Ordinance No. 026, 4<sup>th</sup> Series: Amending Chapter §90.006 of the St. James City Code Pertaining to Public Nuisances – 2<sup>nd</sup> Reading

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**BACKGROUND:** The attached proposed ordinance amends Chapter §90.006 of the St. James City Code pertaining to the public nuisance process.

**First Reading:** February ~~18, 2025~~

**Notice of Proposed Ordinance:** February ~~21, 2025~~

**Second Reading and Final Vote:** March 4, 2025

**Approval of Publication of Title and Summary of Ordinance by the Council:** March 4, 2025

**Publication of Title and Summary of Ordinance:** March 13, 2025

**Publication of Entire Text of Ordinance at Watonwan County Library:** March 13, 2025

**Recorded in the Ordinance Book and Available on Website:** March 13, 2025

**Effective Date of Ordinance:** March 13, 2025

**ACTION REQUESTED:** Approve/Deny the 2<sup>nd</sup> Reading of the Proposed Ordinance.

State of Minnesota  
County of Watonwan

ORDINANCE 026, 4<sup>TH</sup> SERIES

AN ORDINANCE AMENDING CHAPTER §90.006 TO THE ST. JAMES CITY CODE  
PERTAINING TO PUBLIC NUISANCES

The City of St. James does ordain:

**Section 1.** Title XV of the City Code is amended by revising Chapter §90.006 to read as follows:

**§ 90.006 AUTHORITY TO ABATE AND REMEDIATE.**

(C) *City abatement and remediation.* The city is authorized to abate and/or remediate public nuisances in accordance with the procedures set forth in this section upon expiration of the time provided in the notice and order.

(1) The city shall be authorized to contract services of a third party to abate any public nuisance on a property when the property owner, occupant or property agent has provided written consent.

(2) If written consent is not provided, the city may proceed with any legal remedies available, including a ~~search warrant~~ [court order](#) to enter the property, to complete the abatement of the declared public nuisance.

(3) The City Manager, or his/her designee, shall be fully authorized to direct funds to assure prompt abatement and remediation of public nuisances.

(4) In addition, the city may impose an administrative penalty in an amount set by Council for each day that the nuisance remains unabated.

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

First Reading: February 18, 2025

Second Reading: March 4, 2025

Date of Publication: March 13, 2025

Date Ordinance Takes Effect: March 13, 2025

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.01: Approving Proposed Ordinance Title and Summary Publication

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**BACKGROUND:** The attached resolution amends Chapter §90.006 pertaining to the public nuisance process.

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

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.01**

**RESOLUTION APPROVING ORDINANCE 026, 4<sup>TH</sup> SERIES AMENDING  
CHAPTER §90.006 TO THE ST. JAMES CITY CODE PERTAINING TO  
PUBLIC NUISANCES AND AUTHORIZING THE TITLE AND SUMMARY FOR  
PUBLICATION**

**WHEREAS**, the City of St. James introduced the proposed Ordinance 026, 4<sup>th</sup> Series amending Chapter §90.006 the City Code pertaining to public nuisances; and

**WHEREAS**, the City of St. James City Council reviewed this item during their February 18, 2025 city council meeting, agreed with the recommendation and approved the first reading of the proposed Ordinance 026, 4<sup>th</sup> Series; and

**WHEREAS**, the City of St. James City Council held a second reading of the proposed Ordinance 026, 4<sup>th</sup> Series during their March 4, 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 026, 4<sup>th</sup> 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 026, 4<sup>th</sup> Series amending Chapter §90.006 to the St. James City Code pertaining to public nuisances.

**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 026, 4<sup>TH</sup> SERIES AMENDING CHAPTER §90.006 TO THE ST. JAMES  
CITY CODE PERTAINING PUBLIC NUISANCES**

Ordinance 026, 4<sup>th</sup> Series amends Title IX of the City Code by amending Chapter §90.006 pertaining to public nuisances. The ordinance amends the procedure used to abate and remediate upon the expiration of the time provided in the notice and order. If written consent is not provided, the city may proceed with any legal remedies available including a court order to enter the property, to complete the abatement of the declared public nuisance. The effective date of the

ordinance is March 13, 2025.

This summary of Ordinance 026, 4<sup>th</sup> Series has been approved by the City Council on March 4, 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 4<sup>th</sup> day of March 2025.

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

ATTEST:

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

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

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

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

March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.02: Designating Public Space for the Development of an Archery Range

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**BACKGROUND:** The attached resolution develops and establishes an archery range for public use on city property near the Water Plant.

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



**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.02**

**RESOLUTION DESIGNATING PUBLIC SPACE FOR THE DEVELOPMENT  
OF AN ARCHERY RANGE**

**WHEREAS**, the City of St. James recognizes the increasing interest in archery as a recreational and competitive sport; and

**WHEREAS**, the establishment of a designated archery range will provide a safe, controlled environment for residents to practice archery, promote outdoor recreation, and support local sports programs; and

**WHEREAS**, the City of St. James Water Department has graciously offered public space to establish an archery range behind the Water Plant under the control of the Water Department; and

**WHEREAS**, the City of St. James agrees with the identified public space within Parcel ID #201790350 as acknowledged in “EXHIBIT A” as a suitable site for an archery range, considering factors such as safety, accessibility, and environmental impact; and

**WHEREAS**, if the established archery range is no longer considered an interest of the residents of St. James in the future, the identified property will remain under Water Department control; and

**WHEREAS**, the development of the archery range will be conducted in accordance with all applicable safety standards, including those recommended by the National Archery Association and local ordinances; and

**WHEREAS**, the establishment of the archery range will not interfere with existing public use and will enhance recreational opportunities for the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA**, hereby designates the identified public space as identified in “EXHIBIT A” for the establishment of an archery range.

Adopted by the City Council this 4<sup>th</sup> day of March 2025.

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Christopher Whitehead, Mayor

ATTEST:

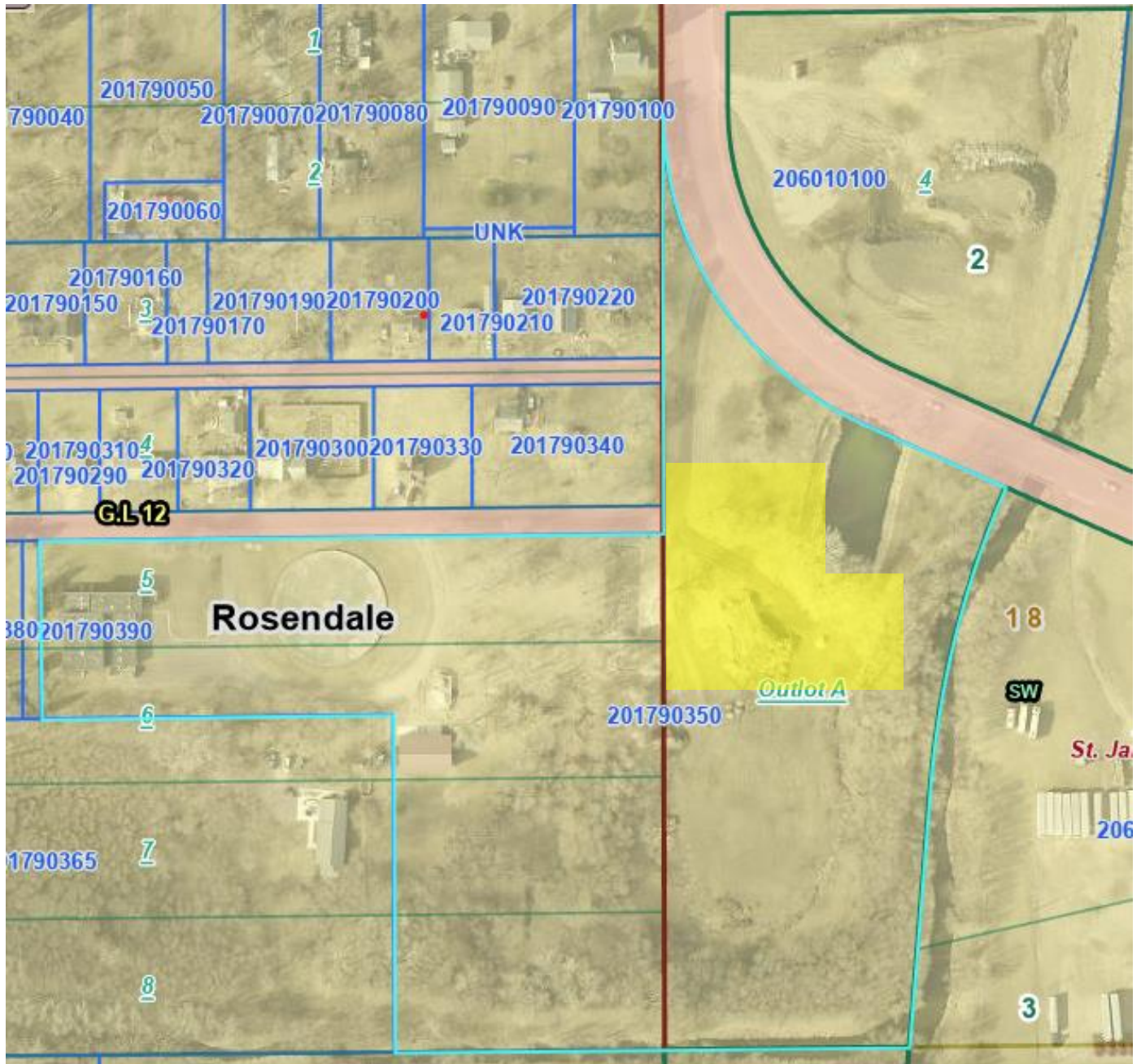
\_\_\_\_\_  
Kristin K. Hurley, City Clerk

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

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

Effective Date: March 4, 2025

“EXHIBIT A”



March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.03: Authorizing the Mayor to Enter into the Agreement for Professional Services with Bolton and Menk, Inc.

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**BACKGROUND:** The attached resolution authorizes and directs the mayor to sign the agreement with Bolton and Menk, Inc. as our municipal airport engineer for the next five years.

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

State of Minnesota  
County of Watonwan

**RESOLUTION NO. 03.25.03**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE  
AGREEMENT FOR PROFESSIONAL SERVICES FOR AIRPORT PLANNING,  
ENGINEERING, AND CONSTRUCTION SERVICES BETWEEN BOLTON &  
MENK, INC AND THE ST. JAMES MUNICIPAL AIRPORT (JYG)**

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

**Section 1:** The St. James Mayor is hereby authorized and directed to sign the  
Professional Services Agreement for Airport Planning,  
Engineering, and Construction Services with Bolton & Menk, Inc.

Adopted by the City Council this 4<sup>th</sup> day of March 2025.

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

ATTEST:

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

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

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

Effective Date: March 4, 2025

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES  
MARCH 2025 THROUGH FEBRUARY 2030**

**ST. JAMES MUNICIPAL AIRPORT (JYG)  
CITY OF ST. JAMES, MINNESOTA**

This Agreement made this 3<sup>rd</sup> day of March 2025, by and between the City of St. James, 1205 6<sup>th</sup> Avenue South, St. James, MN 56081, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1960 Premier Drive, Mankato, MN 56001, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport planning, engineering, and construction services as listed in the ACIP for the St. James Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION 1 - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in subsequent Work Orders or as described in Paragraph 4.B and the associated Work Order may be revised accordingly through a mutually agreed addendum.

**SECTION 2 - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### SECTION 3 - COMPENSATION FOR SERVICES

#### A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the applicable Exhibit B Schedule of Fees ("Schedule of Fees") attached to each future Work Order for the time spent in performance of Agreement services or as otherwise explicitly described in the future Work Order or Addendum for the specific assignment.
2. Additional Services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the agreed compensation in each Work Order.

##### a. Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

3. Basic Services as outlined in each Work Order will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. Hourly rates may be adjusted by CONSULTANT, on an annual basis thereafter to reflect reasonable changes in its operating costs, or as may be appropriate for a specific Task Order. Adjusted rates will become effective on January 1st of each subsequent year; or, upon mutual agreement of the parties and inclusion in a Task Order, upon execution of that Task Order
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3 or any Task Order.



**B. PAYMENTS AND RECORDS**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

**SECTION 4 - GENERAL****A. STANDARD OF CARE**

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

**B. CHANGE IN PROJECT SCOPE**

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work. Any change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

**C. LIMITATION OF LIABILITY**

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage

shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall hereby be granted a license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.
3. Previously Created Works and Documents of CONSULTANT. Notwithstanding the foregoing, CONSULTANT retains title and interest in all of its standard details, plans, specifications and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to CLIENT, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to CLIENT a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents for the Project.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

**J. PERIOD OF AGREEMENT**

This Agreement will remain in effect for the longer of a period of five (5) years after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

**K. HAZARDOUS MATERIALS**

1. Except as expressly stated in a specific Task Order, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate the applicable specific Task Order if it is not practical to continue providing Services.
  - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**L. TERMINATION**

1. For Cause: This Agreement or any Task Order may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
  - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement or any Task Order may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
5. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

#### M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

#### P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

**Q. SURVIVAL**

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all **services** of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**R. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**S. CONTROLLING LAW**

This Agreement is to be governed by the law of the State of Minnesota and venued in Watonwan County District Court, Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

**T. DISPUTE RESOLUTION**

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

**U. MINNESOTA GOVERNMENT DATA PRACTICES ACT**

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules, and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request

**V. SECTION 508 OF THE REHABILITATION ACT**

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

**W. FEDERAL CONTRACT PROVISIONS**



The agreement includes all provisions of the attached Exhibit I, "Required A/E Contact Provisions apply for Airport Improvement Program and for Obligated Sponsors" for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP) are deemed part of this agreement and are incorporated herein. All references to "contractor" shall also mean "CONSULTANT".

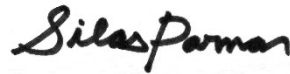
## X. AUDIT REVIEW

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of St. JamesCONSULTANT: Bolton & Menk, Inc.Mr. Chris Whitehead MayorMr. Silas Parmar Principal Engineer

Attachment: Exhibit I, "Federal Contract Provisions Attachment"

# EXHIBIT I

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

### PROVISIONS APPLICABLE TO ALL CONTRACTS

#### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **CIVIL RIGHTS – TITLE VI ASSURANCES**

Reference: 49 USC § 47123  
FAA Order 1400.11

### *Title VI Solicitation Notice*

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### *Title VI List of Pertinent Nondiscrimination Acts and Authorities*

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

*Nondiscrimination Requirements / Title VI Clauses for Compliance*

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious

physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

#### **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

#### **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

##### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR § 60-1.4  
41 CFR § 60-4.3  
Executive Order 11246

### *Equal Opportunity Clause*

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **PROHIBITION OF SEGREGATED FACILITIES**

Reference: 2 CFR Part 200, Appendix II(C)  
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

##### *Termination for Convenience (Professional Services)*

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

#### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

#### **Certification of Offeror/Bidder Regarding Debarment**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **Certification of Lower Tier Contractors Regarding Debarment**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
2 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

**1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

**3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

**4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

### **Certification Regarding Lobbying**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26

#### **Prime Contracts (Contracts Covered by a DBE Program)**

##### **Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

##### **Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.



March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.04: Declaring Excess Property

---

**BACKGROUND:** The attached resolution declares excess property within the Police Department.

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

RESOLUTION NO.: 03.25.04

State of Minnesota  
County of Watonwan

**RESOLUTION NO. 03.25.04**

**RESOLUTION DECLARING ABANDONED AND SURPLUS PROPERTY  
AND ORDERING THE DISPOSAL**

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

**Section 1:** The property listed below has been declared as surplus property that has been deemed abandoned:

- (6) Glock 22 pistols
- (1) Glock 23 pistol
- (1) Beretta 96D pistol
- (3) Remington 12-gauge shotguns
- (1) Beretta 12-gauge shotgun
- (1) Winchester 12-gauge shotgun
- (2) Benelli 12-gauge shotgun

**Section 2:** The City of St. James is hereby authorized to grant permission to dispose of said property to True Value for resale.

Adopted by the City Council this 4<sup>th</sup> day of March 2025.

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

ATTEST:

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

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

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

Effective Date: March 4, 2025

March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.05: Granting Special Use Permit to Allow for Storage of Gasoline

---

**BACKGROUND:** The attached resolution grants approval for a special use permit to allow for storage of gasoline. The application for a special use permit was submitted by Elite Green Lawn and Landscaping. A public hearing was conducted at the Planning and Zoning Commission Meeting held on January 24, 2025. The Planning and Zoning Commission recommends the approval of the special use permit.

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

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.05**

**GRANTING SPECIAL USE PERMIT TO ALLOW FOR STORAGE OF  
GASOLINE IN A I-2 “GENERAL INDUSTRIAL DISTRICT”**

**WHEREAS**, Elite Green Lawn and Landscaping, LLC (“Applicant”) submitted an application requesting approval of a special use permit to allow for storage of gasoline through a fuel tank on a Property located at 922 5<sup>th</sup> Ave North which is legally described as:

**SEE EXHIBIT A**

**WHEREAS**, a public hearing before the St. James Planning Commission was held January 24, 2025 for the purpose of hearing the request from the Applicant for a special use permit at the property located in a General Industrial District;

**WHEREAS**, the Applicant desires to construct a fuel tank for the storage of gasoline at the Property;

**WHEREAS**, the St. James City Code § 156.029 requires a special use permit in order that the Council may have assurance that fire, explosion, or water or soil contamination hazards are not present.

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

- 1) The Applicant has stated that a containment dike will be constructed around the fuel tank.
- 2) The Planning Commission determined that the diking specified in the application is adequate to prevent fire, explosion, or contamination of water or soil.
- 3) The Planning Commission has recommended that the special use permit be approved.

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

- 1) The City of St. James is hereby granting approval of a special use permit for the storage of gasoline at the Property located at 922 5<sup>th</sup> Ave N in St. James, Minnesota.

Adopted this 4<sup>th</sup> day of March 2025.

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Christopher Whitehead, Mayor

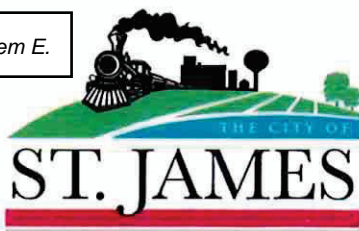
Attest:

---

Kristin Hurley, City Clerk

**“EXHIBIT A”**

That part of the North Half of the Southeast Quarter of Section 13, Township 106 North, Range 32 West, City of St. James, Watonwan County, Minnesota, described as follows: Commencing at the most Easterly corner of Block 2 of the Original Plat of St. James, according to the recorded plat thereof; thence on an assumed bearing of North 27 degrees 08 minutes 22 seconds West, along the northeasterly line of said Block 2 and its northwesterly extension (along being the southwesterly line of 10th Street), a distance of 370.85 feet to an iron located at the intersection of said southwesterly line of 10th Street and a line drawn parallel with and distant 50 feet northwesterly, measured at right angles, from the centerline of the railroad main track, said iron monument being the point of beginning of the tract to be described; thence continuing North 27 degrees 08 minutes 22 seconds West, along said southwesterly line of 10th Street, a distance of 100.00 feet to an iron monument; thence North 39 degrees 56 minutes 34 seconds West, along said southwesterly line of 10th Street, a distance of 112.82 feet to an iron monument located on the southeasterly line of 5<sup>th</sup> Avenue, said line also being a line drawn parallel with and distant 260 feet northwesterly (as measured at right angles) from the centerline of the railroad main track; thence South 62 degrees 53 minutes 09 seconds West, along the southeasterly line of said 5th Avenue and said parallel line, a distance of 292.01 feet to an iron monument located at the northeast corner of a tract as recorded in Doc. No. 179534; thence South 2 degrees 06 minutes 55 seconds West, along the east line of said tract, a distance of 70.00 feet to the southeast corner of said tract; thence South 87 degrees 53 minutes East a distance of 50.00 feet to an iron monument; thence South 5 degrees 00 minutes East a distance of 50.00 feet to an iron monument; thence South 27 degrees 06 minutes 51 seconds East a distance of 78.14 feet to an iron monument located on a line drawn parallel with and 50 feet northwesterly (as measured at right angles) from the centerline of the railroad main track, thence North 62 degrees 53 minutes 09 seconds East, along said parallel line, a distance of 326.49 feet to the point of beginning, containing 1.545 acres, subject to easements now of record in said county and state..



## CITY OF ST. JAMES PLANNING COMMISSION REQUEST

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

Applicant: Name: Elite Green Lawn + Landscape LLC (Douglas Jones)

Mailing Address: 1013 Westwood drive St. James MN 56081

Phone Number: 507 - 327 - 4796

Email: elitegreennlawnlandscape@gmail.com

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

922 Fifth Ave. North St. James MN 56081

Parcel ID: 200131000

Description of area affected: \_\_\_\_\_

Present Zone 3A Commercial Land + Building

Present Set-back \_\_\_\_\_

Present Use Lawn Care Storage

Proposed Zone (if different) \_\_\_\_\_

Proposed Set-back (if different) \_\_\_\_\_

Proposed Use (if different) \_\_\_\_\_

Request

I would like to put a fuel tank on the South East corner of the block building. I would have the tank in a concrete spill container which I would put a cover over the top and all the power to the pump would be inside of locked building to prevent theft.

☐ Attached drawing of request

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

1-21-25  
Date

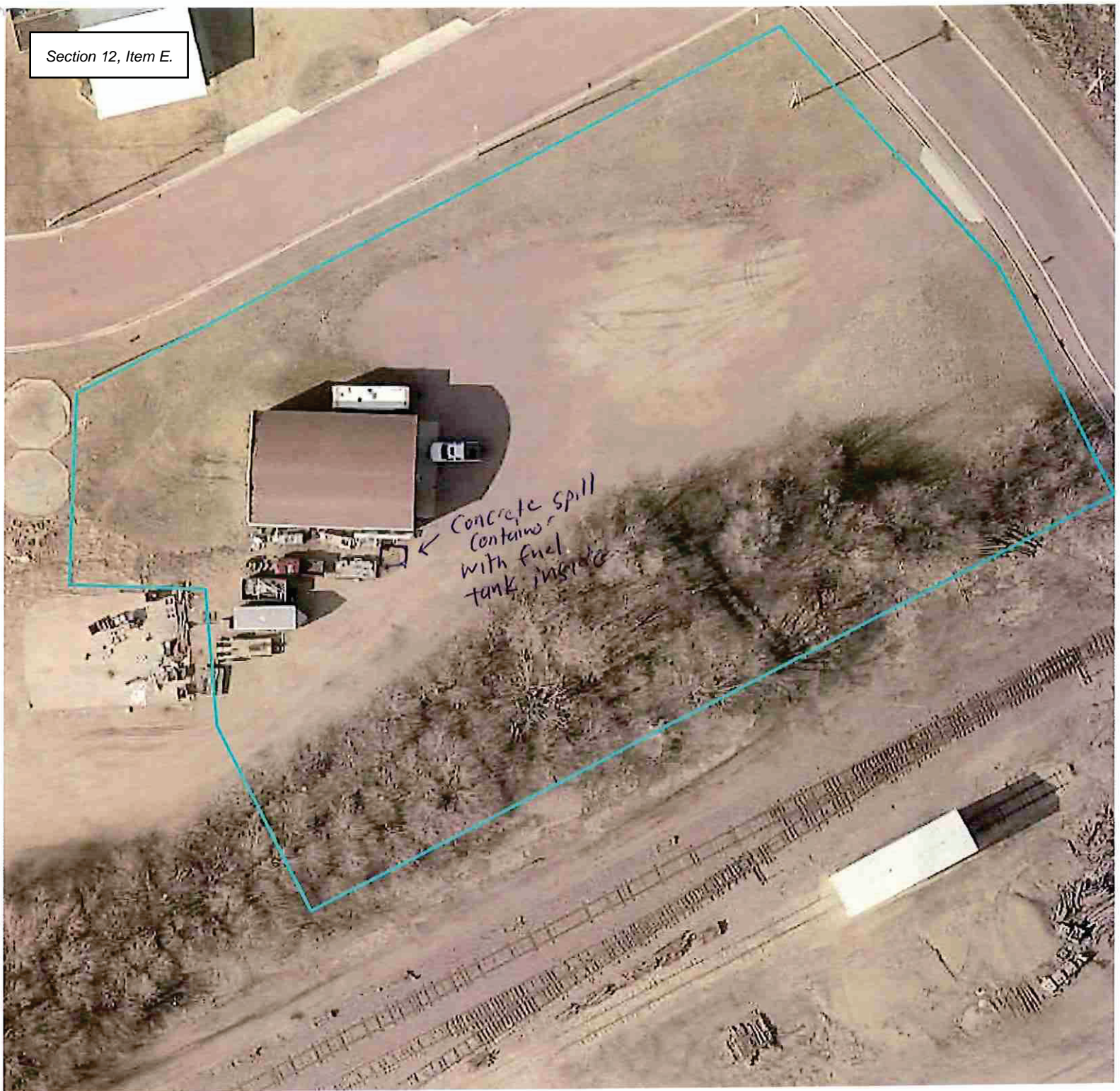
  
Signature of Person Filing Application

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

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

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







This is <sup>what</sup> ~~what~~ the spill containment looks like with the tank inside of it which is large enough to hold the spilled fuel in the unlikely event of a spill, I would also like to put a roof over the top of the tank.





City of St. James

1205 6<sup>th</sup> Ave S. | PO Box 70 | St. James, MN 56081

P. 507 -375 -3241 | F. 507 -375 -4376 | [www.ci.stjames.mn.us](http://www.ci.stjames.mn.us)

## NOTICE OF PUBLIC HEARING ST. JAMES PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, that the St. James Planning Commission will meet on Monday, February 24, 2025 at 5:15 p.m. at the Saint James City Hall located at 1205 6<sup>th</sup> Avenue South, Saint James, Minnesota, for the following purpose:

To consider a request for a special use permit from Elite Green Lawn and Landscaping LLC, for the property located at 922 5<sup>th</sup> Ave North legally described as That part of the North Half of the Southeast Quarter of Section 13, Township 106 North, Range 32 West, City of St. James, Watonwan County, Minnesota, described as follows: Commencing at the most Easterly corner of Block 2 of the Original Plat of St. James, according to the recorded plat thereof; thence on an assumed bearing of North 27 degrees 08 minutes 22 seconds West, along the northeasterly line of said Block 2 and its northwesterly extension (along being the southwesterly line of 10th Street), a distance of 370.85 feet to an iron located at the intersection of said southwesterly line of 10th Street and a line drawn parallel with and distant 50 feet northwesterly, measured at right angles, from the centerline of the railroad main track, said iron monument being the point of beginning of the tract to be described; thence continuing North 27 degrees 08 minutes 22 seconds West, along said southwesterly line of 10th Street, a distance of 100.00 feet to an iron monument; thence North 39 degrees 56 minutes 34 seconds West, along said southwesterly line of 10th Street, a distance of 112.82 feet to an iron monument located on the southeasterly line of 5th Avenue, said line also being a line drawn parallel with and distant 260 feet northwesterly (as measured at right angles) from the centerline of the railroad main track; thence South 62 degrees 53 minutes 09 seconds West, along the southeasterly line of said 5th Avenue and said parallel line, a distance of 292.01 feet to an iron monument located at the northeast corner of a tract as recorded in Doc. No. 179534; thence South 2 degrees 06 minutes 55 seconds West, along the east line of said tract, a distance of 70.00 feet to the southeast corner of said tract; thence South 87 degrees 53 minutes East a distance of 50.00 feet to an iron monument; thence South 5 degrees 00 minutes East a distance of 50.00 feet to an iron monument; thence South 27 degrees 06 minutes 51 seconds East a distance of 78.14 feet to an iron monument located on a line drawn parallel with and 50 feet northwesterly (as measured at right angles) from the centerline of the railroad main track, thence North 62 degrees 53 minutes 09 seconds East, along said parallel line, a distance of 326.49 feet to the point of beginning, containing 1.545 acres, subject to easements now of record in said county and state. The request is to allow for a fuel tank in a I-2 "General Industrial District".

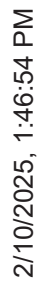
All persons are invited to attend the February 24, 2025 Public Hearing and to present their views relating to this request either orally or in writing.

Dated this 7<sup>th</sup> Day of February, 2025

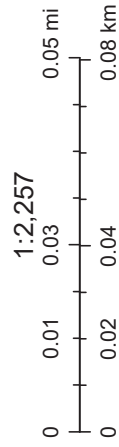
Brianna Sanders  
Zoning Administrator

Publish February 13, 2025: St. James Plaindealer





Parcels



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City of St. James  
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March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.06: Establishing Date and Time for Planning and Zoning Commission Meetings

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**BACKGROUND:** The attached resolution establishes meetings of the Planning and Zoning Commission to be held on the last Monday of each month at 5:15 PM.

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

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.06**

**RESOLUTION ESTABLISHING DATE AND TIME OF PLANNING AND ZONING  
COMMISSION BOARD MEETINGS**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF ST. JAMES, MINNESOTA**, that the Planning and Zoning Commission Board  
meetings for the calendar year 2025 shall be held on the last Monday of each calendar month  
commencing at 5:15 PM at the Meeting Room at City Hall located 1205 6<sup>th</sup> Avenue South, St.  
James, Minnesota.

Adopted by the Council this 4<sup>th</sup> day of March 2025.

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

ATTEST:

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

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

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

Effective Date: March 4, 2025

March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.07: Authorizing Participation in Watonwan County Housing Study

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**BACKGROUND:** The attached resolution authorizes the St. James Economic Development Authority to participate in the countywide housing study in the amount of \$10,000.

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



**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 03.25.07**

**RESOLUTION AUTHORIZATIING PARTICIPATION IN WATONWAN COUNTY'S  
HOUSING STUDY**

**WHEREAS**, many communities across Greater Minnesota have been challenged immensely in the last couple of years to fulfill their housing needs, Watonwan County included; and

**WHEREAS**, in an effort to strategize and plan for the future, a comprehensive housing study shall be conducted; and

**WHEREAS**, the primary objective of this study is to determine the community's housing deficits; and

**WHEREAS**, this study will identify the community's demographics, economic characteristics and trends, and the current housing market conditions; and

**WHEREAS**, this study would be viewed by potential developers and investors to help determine the viability of targeted projects within our community; and

**WHEREAS**, the City of St. James has performed a comprehensive housing study on the St. James community every ten years for the past thirty year; and

**WHEREAS**, the last housing study was performed in 2016 and has anticipated another comprehensive housing study slated for 2026; and

**WHEREAS**, the St. James Economic Development Authority is in favor and recommends the coordination of a countywide housing study with the option of an individual housing study for St. James with a budget amount of \$10,000 in 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA**, that the City of St. James participates in the countywide housing study with the budget amount of \$10,000.

Adopted by the Council this 4<sup>th</sup> day of March 2025.

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Christopher Whitehead, Mayor

ATTEST:

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Kristin K. Hurley, City Clerk

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

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

Effective Date: March 4, 2025

## MEMORANDUM

**TO:** Watonwan County Board of Commissioners

**FROM:** St. James Economic Development Authority and Madelia Economic Development Authority

**DATE:** March 4, 2025

**RE:** Countywide Housing Study

Many communities across Greater Minnesota have been challenged immensely in the last couple of years to fulfill their housing needs, Watonwan County included. In an effort to strategize and plan for the future, some communities are conducting comprehensive housing studies. The primary objective of these studies is to determine the community's housing deficits. Often these housing studies will identify the community's demographics, economic characteristics and trends, and the current housing market conditions. Housing studies are viewed by potential developers and investors to help determine the viability of targeted projects within their communities.

St. James has gotten a comprehensive housing study done on the St. James community every 10 years for the last 30 years. The last housing study that was completed was in 2016. St. James anticipates and has budgeted for a new study in 2026.

Madelia has not gotten a comprehensive housing study done in the last 20 years.

St. James EDA board and Madelia EDA board are in favor of coordinating a countywide housing study. There would be an option to analyze the housing needs county-wide as well as creating individual analysis for individual communities. Both EDA boards are in favor of having an individual section for St. James and for Madelia.

A housing study would incorporate a timeline of 10 years.

Cost Estimate:

Maxfield Research Consulting – \$33,000

Viewpoint Consulting Group - \$26,900

Community Economic Development Associates - \$24,750

## PROPOSAL FOR FUNDS

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The City of St. James is prepared to fund a St. James specific housing study in 2026. The City of St. James would be willing to budget \$10,000 towards a countywide study with an individual section on St. James in 2025.

The City of Madelia has budgeted \$10,000 towards a countywide housing study with an individual section on Madelia.

There would be the potential of applying for a grant through Compeer for \$5,000 for this study.

The request for funds would be for the County to fund the remaining cost as needed for a countywide study.

It is also anticipated that there would be participation and input from the county board required during the housing study process.

**RECOMMENDATION:** For CEDA to be selected for the countywide housing study. CEDA included a windshield survey and additional community engagement opportunities such as steering committee meetings within their proposal.

March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.08: Authorizing the Economic Development Director to Enter into the Agreement for Natural Gas Energy Analysis with CenterPoint Energy

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**BACKGROUND:** The attached resolution authorizes and directs the EDA Director to sign the agreement with CenterPoint Energy to conduct Natural Gas Energy Analysis on selected city facilities. This agreement is being presented as the funding for the approved energy audits from the last council meeting have now been recently withdrawn.

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

State of Minnesota  
County of Watonwan

**RESOLUTION NO. 03.25.08**

**RESOLUTION AUTHORIZING THE ECONOMIC DEVELOPMENT  
DIRECTOR TO ENTER INTO THE AGREEMENT FOR NATURAL GAS  
ENERGY ANALYSIS BETWEEN CENTERPOINT ENERGY AND THE CITY  
OF ST. JAMES**

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

**Section 1:** The Economic Development Director is hereby authorized and directed to sign the Natural Gas Energy Analysis Agreement with CenterPoint Energy.

Adopted by the City Council this 4<sup>th</sup> day of March 2025.

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

ATTEST:

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

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

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

Effective Date: March 4, 2025

## Natural Gas Energy Analysis Customer Agreement

### Customer Information

Company City of St. JamesAddress 1205 6th Ave SCity/State/Zip St James, MN 56081Contact Person Brianna SandersContact Phone (507)375-3241Customer E-mail brianna.sanders@ci.stjames.mn.us

Alternate Phone \_\_\_\_\_

Service Address Multiple - See Next Page

City/State/Zip \_\_\_\_\_

(if different than address above)

CNP Contract Account(s) \_\_\_\_\_

Rate Class \_\_\_\_\_

Rate Class \_\_\_\_\_

Rate Class \_\_\_\_\_

**I have read and understand the following information, which has been presented to me by CenterPoint Energy's authorized energy auditor:**

- CenterPoint Energy is authorized to release natural gas consumption data from the account records for the property to receive the Natural Gas Energy Analysis. This data will be kept confidential and will be used only in the performance of this Natural Gas Energy Analysis.
- The auditor is not responsible for determining or ensuring the safety of my natural gas equipment and is not licensed to perform safety inspections of the equipment. Neither CenterPoint Energy nor its authorized energy auditor warrant or represent that this Natural Gas Energy Analysis ensures the safety of natural gas heating systems or other equipment in the designated facility.
- I accept responsibility for contacting a licensed mechanical contractor to perform safety inspections of the natural gas equipment in the designated facility.
- I understand that any equipment replaced with new direct install materials will be removed from my property and disposed of. Upon request, a demonstration of the proposed/provided equipment is available during the site visit, prior to installation.
- Direct install materials will be provided at the discretion of CenterPoint Energy's authorized energy auditor; installation of individual measures may not occur due to unsafe installation conditions, or incompatibility with standard materials available through program.

**I am aware that the following co-payment(s) will be charged by CenterPoint Energy on a future bill for this facility\* after completion of the Natural Gas Energy Analysis:**

#### Natural Gas Energy Analysis

- ☐ Basic Energy Analysis - \$50
- ☐ Comprehensive Energy Analysis - \$200
- ☒ Custom Energy Analysis\*\* - \$ 1,200

#### Ad-hoc Services\*\*\*

- ☐ Infrared Scan - \$ \_\_\_\_\_
- ☐ Blower Door Test - \$ \_\_\_\_\_
- ☐ Orsat/Other Combustion Test - \$ \_\_\_\_\_
- ☐ Steam Trap Survey - \$ \_\_\_\_\_

Date of Analysis \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

CenterPoint Energy Representative \_\_\_\_\_

Date \_\_\_\_\_

**\*Facilities are defined as individual structures with separate natural gas heating systems. If multiple accounts serve the facility, the account with the highest natural gas consumption will determine the level of Natural Gas Energy Analysis and co-payment for the service.**

**\*\*Each Custom Energy Analysis is bid per facility, based on building size, scope of analysis and services provided.**

**\*\*\*Ad-hoc services are bid and billed separately, per customer agreement.**

	Property Name	Address	City	State	ZIP
1	City Hall	1205 6th Ave. S.	St. James	MN	56081
2	Watsonwan County/St. James Library	125 5th St. S.	St. James	MN	56081
3	Fire Hall	315 11th St. S.	St. James	MN	56081
4	Community Building/Princess Theater	505 1st Ave. S.	St. James	MN	56081
5	Liquor Store	119 1st Ave. S.	St. James	MN	56081
6	Police Department	124 Armstrong Blvd. S.	St. James	MN	56081



March 4, 2025

**ITEM:** New Business – Resolution No. 03.25.09: Authorizing the Economic Development Director to Enter into the Host Site Agreement for the Recharge St. James EV Ride and Drive Event

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**BACKGROUND:** The attached resolution authorizes and directs the EDA Director to sign the host site agreement for the Recharge St. James EV Ride and Drive event with Recharge America, Climate Smart – St. James, and the St. James Public Schools Community Education. The event is slated for Saturday, May 17, 2025, from 11:00 AM to 3:00 PM at the St. James Middle and High School.

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

State of Minnesota  
County of Watonwan

**RESOLUTION NO. 03.25.09**

**RESOLUTION AUTHORIZING THE ECONOMIC DEVELOPMENT  
DIRECTOR TO ENTER INTO THE HOST SITE AGREEMENT FOR THE  
RECHARGE ST. JAMES EV RIDE AND DRIVE EVENT BETWEEN  
RECHARGE AMERICA, CLIMATE SMART – ST. JAMES, ST JAMES PUBLIC  
COMMUNITY EDUCATION, AND THE CITY OF ST. JAMES**

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

**Section 1:** The Economic Development Director is hereby authorized and directed to sign the Host Site Agreement for the Recharge St. James EV Ride and Drive Event with Recharge America, Climate Smart – St. James, and the St. James Public Schools Community Education.

Adopted by the City Council this 4<sup>th</sup> day of March 2025.

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

ATTEST:

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

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

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

Effective Date: March 4, 2025

# Recharge St. James EV Ride & Drive

## Host Agreement

The following outline summarizes the agreement between Recharge America and the City of St. James, Climate Smart St. James and St. James Public Schools Community Education (the “Hosts”) to host a Recharge America EV Ride & Drive event in partnership with the Host.

### 1. Information Table

Organization Name(s):

- The City of St. James
- St. James Public Schools Community Education

Organization Contact:

- NAMES
- NAMES

Event Name: Recharge America Electric Vehicle Ride and Drive

Event Date: Saturday, May 17, 2025

Event Timing: 11 am - 3 pm CT

Event Location: St. James Middle & High School | 1001 10th Ave N, St James, MN 56081

### 2. Event Summary

The Recharge America team has been invited by the Hosts to bring the newest electric vehicles (EVs) to their community. This event will allow residents to explore this exciting new technology and test-drive vehicles of their choosing. The four-hour event will include exhibition tables hosted by car manufacturers, other PEV manufacturers (e.g., motorcycles and bikes), and other groups of interest to the Host. The Hosts will advertise the event through outreach to its residents, including vehicle exhibit space and a predetermined test-drive course.

### 3. Hosts will provide:

- Attendance at all planning meetings
- Approval of event-related materials and the event name

- A list of potential donors and local sponsors and introductions when possible
- Suggestion of charitable organization to donate to
- A list of local dealerships, organizations, and groups that may be interested in exhibiting and/or attending and promoting the event
- Outreach to local exhibitors for the event
- Names and contacts of local radio stations, newspapers, media outlets, etc.
- Any logos of steering committee member companies/organizations within two weeks of the kick-off meeting
- Print costs outside of committee agreements or printing on own volition

#### **4. Recharge America will provide:**

- Up to \$2,000 for printing, including day-of-event signage
- Up to \$2,000 for advertising
- Planning meeting management
- A location on the event website for committee organization logos
- Creation of event-related materials
  - Flyer
  - Website
  - Day-of materials
  - Social posts
  - Press release
  - Communications kit
- Facilitation/management of community donations, including adding the donor's logo to the website and print materials
- Recruiting of vehicles for the event and communicating all event details
- Support of local fundraising, including adding sponsor logos to materials and website and dedicated social posts celebrating each donor

#### **5. Participating Exhibitors will provide:**

- Tent for the event
- Table to show product information
- Product information
- Event staff (at least one) for their product table
- Vehicles for test drives
- Insurance covering test drives
- Staff to support test drives (at least one staff person per test drive vehicle)

#### **6. Insurance:**

All participants (Recharge America and participating dealerships) will provide the following insurance:

- Auto Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence for bodily injury and property damage
- Commercial General Liability insurance on an occurrence basis for bodily injury, death, “broad form” property damage, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence.
- All supplied insurance certificates must name Host as an additionally insured

## **7. Waiver:**

### **Driver Consent Agreement & Waiver**

*Please provide a signed copy of this waiver for each individual drive.*

Notice – While riding in or operating vehicles:

Follow all instructions and directions of staff, manufacturers, and their agents;

Stay on the set course while riding in or driving vehicles;

I understand and accept the risks, dangers, and hazards presented by my participation in this Test Drive event. I am participating in these activities freely and voluntarily and assume all risk of harm and injury to myself and others, as well as to the property of others, which may result from my participation in these activities. I certify that I am in good health and have no physical condition(s) that would restrict or prevent me from participating in the Test Drive event. I agree to provide my driver's license before participating in the Test Drive event and certify that I maintain valid automobile insurance. I understand that my automobile insurance will be primary if an accident or damage occurs while I am driving the vehicle.

I (Driver) agree to indemnify, defend, and hold harmless Hosts, Recharge America, all employees and agents, vehicle manufacturers, vehicle dealerships and providers, owners, lessees or lessors, and their employees, officers, directors, affiliates, members, shareholders, and agents (collectively, “the Indemnified Parties”) from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including costs of defense and reasonable attorney fees, arising from my participation in the Test Drive; provided, however, that I shall not have any obligation to indemnify, defend or hold harmless for any claims arising from the sole and active negligence or willful misconduct of the Indemnified Parties. I agree to promptly pay the amount of any judgment rendered against the Indemnified Parties for any such indemnified claims, and reasonable costs and expert and attorney fees incurred by the Indemnified Parties in the defense of such claims.

By signing this consent and release form, I grant to Recharge America and its representatives the right to use my name, likeness, image, voice, appearance, and/or personal narrative embodied in any recordings taken by or made on behalf of Recharge America or otherwise

provided by me. I agree that Recharge America owns and may use such material without restriction and without my prior inspection or approval. Such uses include but are not limited to social media postings, announcements, news releases, websites, and promotional or informational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, recordings, likenesses, or narratives.

I have read this document in its entirety and realize that I am waiving, releasing, and surrendering any legal claims for myself, my spouse (if applicable), legal representatives, heirs, and assigns in exchange for the opportunity to participate in this Test Drive. Neither the Host, Recharge America, partner, nor any vehicle manufacturer, owner, lessee or lessor, nor any of their employees or agents, nor agents or representatives made any promises to me about the condition of the vehicles or the premises where I will be participating in these activities.

I have read the foregoing, understand it and agree with each term and condition herein.

**8. Agreement Signature:**

X \_\_\_\_\_

The City of St. James

X \_\_\_\_\_

Climate Smart St. James

X \_\_\_\_\_

St. James Public Schools Community Education

X \_\_\_\_\_

Recharge America

\_\_\_\_\_  
Date Signed