

City Council Meeting Agenda

November 04, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 10.21.2025 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

12. NEW BUSINESS

A. Consideration to Approve Resolution 11.25.01 - Adopting Final Assessment for 7th Street South, 13th Avenue South, & Moulton and Parsons Drive Improvements, Project No. 24X.135115.000

B. Consideration to Approve Resolution 11.25.02 - Requesting Nonpublic Conveyance of Hazardous Tax-Forfeited Properties

C. Consideration to Approve Resolution 11.25.03 - Authorizing Adjustment to Cost-of-Living Adjustment (COLA) to Take Effect December 1, 2025

D. Consideration to Approve Resolution 11.25.04 - Accepting 2026 Major Medical Insurance and 2026 Wage Scales

E. Consideration to Approve Resolution 11.25.05 - Authorizing the City Manager to Enter into the Marketing Agreement with Utility Service Partners Private Label, Inc D/B/A Service Lines Warranties of America

F. Consideration to Approve Resolution 11.25.06 - Amending Joint Resolution for Orderly Annexation between St. James Township and the City of St. James, Watonwan County, Minnesota Pursuant to MN Statute §414.0325, Subd. 1

G. Consideration to Accept Agenda Request - Bob Rinne

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

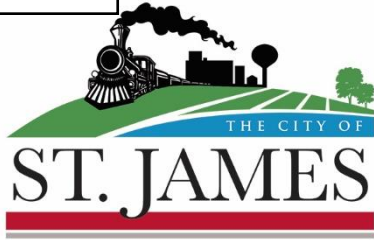
14. ADJOURNMENT

November 4, 2025

ITEM: Approval of Minutes – 10.21.2025 Council Minutes

BACKGROUND: The Minutes of October 21, 2025, City Council Meeting are attached for review and approval.

STAFF RECOMMENDATION: Approve/Deny Minutes.



City Council Meeting - Minutes

October 21, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

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 – 10.07.2025 Council Meeting

Motion made by Lindee, Seconded by Hanson.

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 \$205,613.57 is as follows: \$205,613.57 Check No. 705117 - 705191 as listed in the check register.

Motion made by Rushing, Seconded by Craig.

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

Upon voice vote, it was unanimously approved.

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

- A. Project No. 24X.135115.00 - 7th Street South, 13th Avenue South, and Moulton and Parsons Drive Proposed Assessments

Motion made by Rushing, Seconded by Harris to close the regular meeting and open the public hearing. Voting Yea: Craig, Hanson, Harris, Lindee, Rushing

Upon voice vote, it was unanimously approved.

Regular meeting closed and the public hearing opened at 5:32 p.m.

The City has undertaken a street and utility improvement project to address aging infrastructure and improve roadway conditions. The project includes reconstruction of the

roadway surface, replacement of curb and gutter, and upgrades to underlying utilities. The improvements are intended to extend the life of the infrastructure, improve drainage and safety, and enhance the overall functionality of the public right-of-way.

In accordance with Minnesota Statute Chapter 429, the City may recover a portion of the project cost through special assessments to benefitting properties. The proposed assessment is based on the benefits received by each parcel from the completed improvements. An assessment roll has been prepared by the City Engineer identifying the properties proposed to be assessed and corresponding amounts.

Adam Jacobs, Bolton & Menk, gave a power point presentation and explained in a broad overview what improvements were made and how the assessments were calculated. Floor was opened for public questions & comments.

Motion made by Harris, Seconded by Hanson to close the public hearing and reopen the regular council meeting. Voting Yea: Craig, Hanson, Harris, Lindee, Rushing

Upon voice vote, it was unanimously approved.

Public hearing closed and regular meeting opened at 5:48 p.m.

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

11. OLD BUSINESS

- A. Consideration to Approve Second Reading of Proposed Ordinance No. 032, 4th Series - Street Vacation

Ordinance 032, 4th Series - Vacates a portion of 9th Street South in the city of St. James.

Motion made by Craig, Seconded by Lindee. Ordinance 032, 4th Series received its second reading. Upon hand vote, the following voted:

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

Whereupon Mayor Christopher Whitehead declared Ordinance 032, 4th Series to have received its second reading.

12. NEW BUSINESS

- A. Consideration to Approve Resolution 10.25.05 - Vacating a Portion of 9th Street South in the City of St. James, Minnesota and Authorizing the Title and Summary for Publication

Resolution 10.25.05 vacates a portion of 9th Street South in the City of St. James, Minnesota and approves the title and summary for publication.

Motion made by Rushing, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.25.05 duly passed 5-0.

- B. Consideration to Approve Resolution 10.25.06 - Approving Demolition of City-Owned Property Located at 923 5th Street North

Resolution 10.25.06 authorizes the demolition of city-owned property located at 923 5th Street North, St. James, Minnesota.

Motion made by Craig, Seconded by Hanson.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.25.06 duly passed 5-0.

C. Consideration to Approve Resolution 10.25.07 - Approving Routine CSAH Maintenance Agreement with Watonwan County

Resolution 10.25.07 approves the routine CSAH Maintenance Agreement with Watonwan County. The agreement outlines the county state aid highway maintenance services the city provides to the county for approximately 19.76 lane miles.

Motion made by Rushing, Seconded by Lindee.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.25.07 duly passed 5-0.

D. Consideration to Approve Resolution 10.25.08 - Approving HeatShare Agreement with the Salvation Army

Resolution 10.25.08 approves the HeatShare Agreement with the Salvation Army. The City of St. James has participated in this program in the past and requests to continue with the HeatShare program.

Motion made by Harris, Seconded by Hanson.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.25.08 duly passed 5-0.

E. Consideration to Approve Resolution 10.25.09 - Granting a Lot Division for a Property Located at 1000 County Road 104

Resolution 10.25.09 grants a lot division for a property located at 1000 County Road 104.

Motion made by Craig, Seconded by Hanson.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.25.09 duly passed 5-0.

F. Consideration to Approve Resolution 10.25.10 - Recognizing the Life Save Event and Honoring Those Involved

Resolution 10.25.10 recognizes the life-saving actions that extended the life of Amy Sandmeyer and honors those involved.

Motion made by Craig, Seconded by Hanson.

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

Whereupon Mayor Christopher Whitehead declared Resolution 10.25.10 duly passed 5-0.

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT

Motion made by Rushing, Seconded by Craig.

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

All Yea - motion carried. The meeting adjourned at 6:09 p.m.

Kristin Hurley, City Clerk-Treasurer

November 4, 2025

ITEM: New Business – Resolution 11.25.01: Adopting Final Assessment for 7th Street South, 13th Avenue South, & Moulton and Parsons Drive Improvements, Project No. 24X.135115.000

BACKGROUND: The attached resolution adopts the final assessment roll for the 7th Street South, 13th Avenue South, & Moulton and Parsons Drive Improvement project. The final assessment hearing was held on October 21, 2025, with no objections to the assessment amount.

ACTION REQUESTED: Approve/Deny Resolution.

RESOLUTION NO.: 11.25.01

State of Minnesota
County of Watonwan

RESOLUTION NO. 11.25.01

**RESOLUTION ADOPTING FINAL ASSESSMENT
7TH STREET SOUTH, 13TH AVENUE SOUTH, & MOULTON AND PARSONS DRIVE
IMPROVEMENTS
PROJECT NO. 24X.135115.000**

WHEREAS, pursuant to notice duly given as required by law, the City Council has met, heard and passed upon all objections to the proposed assessment for 7th Street South, 13th Avenue South & Moulton and Parsons Drive Improvements as presented in Exhibit A; and

WHEREAS, the City Council has considered all objections, examined the proposed assessment role, and found the same to be true, correct, and just assessment of the property specially benefited by said improvement.

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

- 1. Adoption of Assessment Roll.** The assessment as set forth and adopted by the City Council is hereby accepted and shall constitute the Final Assessment Roll for the improvement of 7th Street South, 13th Avenue South & Moulton and Parsons Drive. The City Clerk or designee is hereby directed to file a certified copy of the assessment roll in the office of the City Clerk for public inspection.
- 2. Payment of Assessments.** The assessments shall be payable in equal annual installments including principal and interest extending over a period of twenty (20) years, with interest at the rate of five and half percent (5.5%) per annum, in the amount annually required to pay the principal over such period at such rate, the first of said installments to be payable with general taxes for the year 2026, collectible with such taxes during the year 2026.
- 3. Prepayment Options.** The owner of any property so assessed may pay the whole of the assessment on such property, or any number of annual installments thereof, with interest accrued to the date of payment, to the City of St. James without prepayment penalty until December 31, 2025. Thereafter, the remaining principal balance shall be certified to Watonwan County Auditor for collection with the real estate taxes.
- 4. Certification to County.** The City Clerk or designee is hereby authorized and directed to transmit a certified copy of this resolution and the assessment roll to the Watonwan County Auditor for collection in the manner provided by law.

RESOLUTION NO.: 11.25.01

5. Effective Date. This resolution shall be effective immediately upon its passage and adoption.

Adopted by the City Council this 4th day of November 2025.

Christopher Whitehead, Mayor

Attest:

Kris Hurley, City Clerk

RESOLUTION NO.: 11.25.01

EXHIBIT A

FINAL ASSESSMENT ROLL
7TH STREET SOUTH, 13TH AVENUE SOUTH, & MOULTON AND PARSONS DRIVE IMPROVEMENTS
BMI PROJECT NO. 24X.135115.000

PROPERTY I.D.	TOTAL CALCULATED ASSESSMENT WITH CAP
20.277.0010	\$8,893.55
20.277.0020	\$8,893.55
20.277.0030	\$8,893.55
20.277.0040	\$8,893.55
20.277.0050	\$8,893.55
20.277.0060	\$8,707.20
20.277.0070	\$8,707.20
20.277.0080	\$9,266.25
20.277.0090	\$2,169.57
20.278.0040	\$8,893.55
20.278.0050	\$8,893.55
20.279.0060	\$4,472.40
20.279.0070	\$8,185.42
20.279.0080	\$9,601.68
20.279.0090	\$12,500.00
20.279.0100	\$2,702.08
20.650.0100	\$37,206.64
20.650.0200	\$19,421.40
20.650.0300	\$9,761.01
20.650.0400	\$73,583.50
11.024.0110	\$22,865.15
TOTAL	\$291.404.34

November 4, 2025

ITEM: New Business – Resolution 11.25.02: Requesting Nonpublic Conveyance of Hazardous Tax-Forfeited Properties

BACKGROUND: The attached resolution requests Watonwan County to withhold the identified tax-forfeited properties from the pending public auction and conduct a nonpublic conveyance of the properties to the city for public purposes. The properties identified are currently unsafe, blighted, and with the lack of utilities, pose ongoing public safety hazards to residents. MN Statute §282.01, Subd. 7A, provides for the nonpublic sale of tax-forfeited land to governmental subdivisions for public purposes, including the elimination of nuisances and dangerous conditions.

ACTION REQUESTED: Approve/Deny Resolution.

RESOLUTION NO.: 11.25.02

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.25.02

RESOLUTION REQUESTING NONPUBLIC CONVEYANCE OF HAZARDOUS TAX-FORFEITED PROPERTIES

WHEREAS, the City of St. James has reviewed certain tax-forfeited properties located within the City limits that are currently unsafe, blighted, and pose ongoing public safety hazards to residents and neighboring properties; and

WHEREAS, Watonwan County has posted public notice for auction of these properties, which may result in private ownership without assurance of remediation or maintenance; and

WHEREAS, Minnesota Statutes §282.01, Subdivision 7a, provides for the nonpublic sale of tax-forfeited land to governmental subdivisions for public purposes, including the elimination of nuisances and dangerous conditions; and

WHEREAS, it is in the public interest that these hazardous properties be remediated in a timely manner to protect public health, safety, and welfare; and

WHEREAS, the City of St. James is prepared to assume responsibility for maintenance costs incurred during any statutory withholding period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, requested that Watonwan County:

- 1.** Withhold the identified tax-forfeited properties from the pending public auction.
 - a.** PID # 201510480; 717 6th Street North
 - b.** PID # 202760910; 405 6th Street North
 - c.** PID # 202760700; 411 4th Street North
 - d.** PID # 202760720; 315 4th Avenue North
- 2.** Conduct a nonpublic conveyance of the properties to the City of St. James for public purposes.
- 3.** Coordinate with the City of St. James regarding maintenance responsibilities and costs during any withholding period.

RESOLUTION NO.: 11.25.02

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, that the City Manager are authorized to take all necessary steps to communicate this request to the County and to act on behalf of the City to facilitate the acquisition of these properties for remediation and public safety purposes.

Adopted by the City Council this 4th day of November 2025.

Christopher Whitehead, Mayor

Attest:

Kris Hurley, City Clerk

November 4, 2025

ITEM: New Business – Resolution 11.25.03: Authorizing Adjustment to Cost-of-Living Adjustment (COLA) to Take Effect December 1, 2025

BACKGROUND: The attached resolution authorizes the COLA adjustment to take effect December 1, 2025. Historically, the city has implemented the annual cost-of-living adjustment (COLA) on January 1 of each year. However, employee benefits, including health, dental, vision, and other insurance coverages, renew and adjust on December 1 annually. Shifting the COLA effective date to December 1 will better align employee compensation with changes in total benefit costs. In addition, this change will improve administrative efficiency. Implementing the COLA effective December 1 annually, allows payroll staff to complete all system updates and testing prior to the start of the new calendar, reducing workload during year-end processing and ensuring accurate payroll and benefit records.

ACTION REQUESTED: Approve/Deny Resolution.

RESOLUTION NO.: 11.25.03

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.25.03

**RESOLUTION AUTHORIZING ADJUSTMENT TO COST-OF-LIVING ADJUSTMENT
(COLA) TO TAKE EFFECT DECEMBER 1, 2025**

WHEREAS, the City of St. James provides an annual cost-of-living adjustment (COLA) for its employees to maintain competitive compensation and recognize inflationary impacts; and

WHEREAS, the effective date for COLA has historically been January 1 of each year; and

WHEREAS, the city's employee benefit programs, including health, dental, vision, and other insurance coverages, renew and adjust annually on December 1, resulting in changes to total compensation costs prior to the current COLA effective date; and

WHEREAS, aligning the COLA effective date with the annual benefit renewal date will support consistent and balanced total compensation for employees; and

WHEREAS, this adjustment will also improve internal efficiency by allowing payroll staff to complete all updates and system testing prior to the start of the new year calendar year, ensuring accuracy in year-end processing and reporting.

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

1. The effective date for the 2026 annual cost-of-living adjustment (COLA) shall be changed from January 1, 2026, to December 1, 2025.
2. This revised effective date shall continue for future years unless otherwise modified by City Council action.
3. Staff are authorized to implement all necessary payroll and administrative updates in accordance with this change.

Adopted by the City Council this 4th day of November 2025.

Christopher Whitehead, Mayor

Attest:

Kris Hurley, City Clerk

November 4, 2025

ITEM: New Business – Resolution 11.25.04: Accepting 2026 Major Medical Insurance and 2026 Wage Scales

BACKGROUND: The attached resolution accepts the renewal terms to insurance coverage and sets the negotiated and approved wage scales for 2026. Each year, the city reviews employee benefit renewals and wage adjustments as part of the annual budget process. The city's insurance coverage plans are renewed on December 1 of each year, which precedes the traditional approval that occurs at the first meeting in January of each year.

ACTION REQUESTED: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 11.25.04

**RESOLUTION ACCEPTING 2026 MAJOR MEDICAL INSURANCE AND
2026 WAGE SCALES**

WHEREAS, the City of St. James annually reviews and approves employee benefits and wage scales as part of its budget process; and

WHEREAS, the city has received renewal information for major medical and supplemental insurance coverage for the 2026 plan year, effective December 1, 2026; and

WHEREAS, the proposed 2026 wages scales reflect the cost-of-living adjustment (COLA) that were negotiated and previously approved within the union contracts by City Council and are designed to maintain competitive and equitable compensation for city employees; and

WHEREAS, aligning the wage scale implementation with the annual benefit renewal period enhances administrative efficiency by allowing payroll, benefit, and accounting updates to occur concurrently.

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

1. The city hereby adopts the 2026 wage scales as presented in **Appendix A** effective December 1, 2025, per position.
2. The city hereby accepts the 2026 major medical insurance renewal as presented in **Appendix B** effective December 1, 2025.
3. The City Manager is authorized and directed to take all necessary actions to implement these changes and ensure compliance with applicable payroll and benefit administration requirements.

Adopted by the Council this 4th day of November 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

APPENDIX A:**2026 Wage Scale effective December 1, 2025**

Full-Time Non-Union Employees				
			2026	
NAME	POSITION	PAY EQUITY	MIN	MAX
AMBULANCE	EMT Captain	227	\$24.64	\$31.37
BUILDING INSPECTION	Code Enforcement	233	\$27.65	\$35.21
CITY HALL	Utility Billing Clerk/Deputy City Clerk	203	\$29.29	\$37.30
CITY HALL	City Clerk	275	\$41.41	\$52.78
CITY HALL	Accounts Payable	173	\$27.65	\$35.21
CITY HALL	Receptionist	141	\$26.10	\$33.24
CITY MANAGER	City Manager	483	\$58.60	\$74.72
COMMUNITY DEVELOPMENT	Community Outreach/Marketing	238	\$31.02	\$39.52
ECONOMIC DEVELOPMENT	EDA Director	275	\$39.08	\$49.81
LIGHT DEPARTMENT	Light Superintendent	363	\$55.30	\$70.51
LIGHT DEPARTMENT	Light Foreman	289	\$49.25	\$62.79
LIGHT DEPARTMENT	Light Lineman	225	\$32.87	\$41.87
LIGHT DEPARTMENT	Light Journeyman	266	\$41.41	\$52.78
LIQUOR	Liquor Store Manager	291	\$32.87	\$41.87
LIQUOR	Assistant Liquor Store Manager	153	\$24.64	\$31.37
POLICE	Police Receptionist	169	\$26.10	\$33.24
POLICE	Police Chief	410	\$52.19	\$66.54
STREETS	Street/Park Superintendent	301	\$41.41	\$52.78
WASTEWATER	Wastewater Superintendent	291	\$43.87	\$55.92
WATER QUALITY	Water Superintendent	291	\$41.41	\$52.78

Part-Time Employees				
		2026		
NAME	POSITION	PAY EQUITY	MIN	MAX
GENERAL GOV'T BUILDINGS	Cleaning Service	N/A	\$22.87	\$27.86
GENERAL GOV'T BUILDINGS	EDA MAINTENANCE	N/A	\$20.93	\$25.50
EDA	EDA Assistance	N/A	\$20.93	\$25.50
LIQUOR	Liquor Store Clerk	141	\$17.02	\$20.73
THEATRE	Theatre Attendant	N/A	\$14.25	\$17.36
THEATRE	Theatre Lead	N/A	\$16.04	\$19.54
THEATRE	Theatre Manager	131	\$22.87	\$27.86
SWIMMING POOL	Slider	N/A	\$13.43	\$16.37
SWIMMING POOL	Lifeguard	N/A	\$15.12	\$18.42
SWIMMING POOL	Lifeguard Lead	N/A	\$16.04	\$19.54
SWIMMING POOL	Assistant Pool Manager	N/A	\$18.05	\$21.99
SWIMMING POOL	Pool Manager	131	\$22.87	\$27.86
Paid On-Call/Casual Employees				
		On-Call		Call-Out
FIRE DEPARTMENT	Firefighter	\$0.00/Hour		\$30.00/Call
FIRE DEPARTMENT	Assistant Fire Chief	\$3,000.00/Annual		
FIRE DEPARTMENT	Fire Chief	\$5,000.00/Annual		
AMBULANCE	EMR	\$3.25/Hour		\$25.00/Call
AMBULANCE	EMT	\$3.25/Hour		\$25.00/Call
AMBULANCE	EMT Captain	\$8.25/Hour		\$25.00/Call
AMBULANCE	Ambulance Director	\$25,000.00/Annual		

2026 Pay Scale

NON-UNION										
FULL-TIME										
Step										
Grade	1	2	3	4	5	6	7	8	9	10
1	19.59	20.12	20.66	21.22	21.79	22.38	22.99	23.61	24.25	24.92
2	20.74	21.30	21.88	22.47	23.08	23.71	24.35	25.01	25.69	26.40
3	21.97	22.56	23.17	23.80	24.45	25.11	25.79	26.49	27.21	27.96
4	23.27	23.90	24.54	25.21	25.89	26.60	27.32	28.06	28.83	29.62
5	24.64	25.31	26.00	26.70	27.43	28.17	28.94	29.73	30.54	31.37
6	26.10	26.81	27.54	28.29	29.05	29.84	30.66	31.49	32.35	33.24
7	27.65	28.40	29.17	29.96	30.78	31.62	32.48	33.36	34.27	35.21
8	29.29	30.08	30.90	31.74	32.61	33.49	34.41	35.34	36.31	37.30
9	31.02	31.87	32.74	33.63	34.54	35.48	36.45	37.44	38.46	39.52
10	32.87	33.76	34.68	35.62	36.60	37.59	38.62	39.67	40.75	41.87
11	34.82	35.77	36.74	37.74	38.77	39.83	40.92	42.03	43.18	44.37
12	36.89	37.89	38.93	39.99	41.08	42.20	43.35	44.53	45.75	47.01
13	39.08	40.15	41.24	42.37	43.52	44.71	45.93	47.19	48.47	49.81
14	41.41	42.54	43.70	44.89	46.12	47.37	48.67	50.00	51.36	52.78
15	43.87	45.07	46.30	47.56	48.86	50.20	51.57	52.98	54.43	55.92
16	46.48	47.75	49.06	50.40	51.77	53.19	54.64	56.14	57.67	59.26
17	49.25	50.60	51.98	53.40	54.86	56.36	57.90	59.49	61.11	62.79
18	52.19	53.62	55.08	56.59	58.13	59.72	61.36	63.04	64.76	66.54
19	55.30	56.81	58.37	59.96	61.60	63.29	65.02	66.80	68.63	70.51
20	58.60	60.20	61.85	63.54	65.28	67.07	68.90	70.79	72.72	74.72

NON-UNION									
PART-TIME AND SEASONAL									
Step									
Grade	1	2	3	4	5	6	7	8	9
1	13.04	13.37	13.70	14.04	14.39	14.75	15.12	15.50	15.89
2	13.43	13.77	14.11	14.47	14.83	15.20	15.58	15.97	16.37
3	13.84	14.18	14.54	14.90	15.27	15.65	16.04	16.45	16.86
4	14.25	14.61	14.97	15.35	15.73	16.12	16.53	16.94	17.36
5	14.68	15.04	15.42	15.81	16.20	16.61	17.02	17.45	17.88
6	15.12	15.50	15.88	16.28	16.69	17.10	17.53	17.97	18.42
7	15.57	15.96	16.36	16.77	17.19	17.62	18.06	18.51	18.97
8	16.04	16.44	16.85	17.27	17.70	18.15	18.60	19.07	19.54
9	16.52	16.93	17.36	17.79	18.23	18.69	19.16	19.64	20.13
10	17.02	17.44	17.88	18.32	18.78	19.25	19.73	20.23	20.73
11	17.53	17.96	18.41	18.87	19.35	19.83	20.32	20.83	21.35
12	18.05	18.50	18.97	19.44	19.93	20.42	20.93	21.46	21.99
13	18.59	19.06	19.53	20.02	20.52	21.04	21.56	22.10	22.65
14	19.15	19.63	20.12	20.62	21.14	21.67	22.21	22.76	23.33
15	19.73	20.22	20.72	21.24	21.77	22.32	22.88	23.45	24.03
16	20.32	20.83	21.35	21.88	22.43	22.99	23.56	24.15	24.75
17	20.93	21.45	21.99	22.54	23.10	23.68	24.27	24.88	25.50
18	21.55	22.09	22.65	23.21	23.79	24.39	25.00	25.62	26.26
19	22.20	22.76	23.33	23.91	24.51	25.12	25.75	26.39	27.05
20	22.87	23.44	24.03	24.63	25.24	25.87	26.52	27.18	27.86

APPENDIX B:**Major Medical Insurance for 2026****NON-UNION EMPLOYEE HEALTH INSURANCE BENEFIT**

The 2026 Health Insurance Monthly Contribution for AFSCME Union and Non-Union employees are:

<u>PLAN</u>	<u>TOTAL PREMIUM</u>	<u>EMPOYER SHARE</u>	<u>EMPLOYEE SHARE</u>
Employee ONLY	\$ Individual Premium	100%	0%
Employee PLUS	\$ Individual Premium	75%	25%

City will pay \$2,750.00 toward the deductible through payroll contribution.

The 2026 Health Insurance Monthly Contribution for LELS Union employees are:

<u>PLAN</u>	<u>TOTAL PREMIUM</u>	<u>EMPOYER SHARE</u>	<u>EMPLOYEE SHARE</u>
Employee ONLY	\$ Individual Premium	90%	10%
Employee PLUS	\$ Individual Premium	70%	30%

City will pay \$3,000.00 toward the deductible through payroll contribution.

November 4, 2025

ITEM: New Business – Resolution 11.25.05: Authorizing the City Manager to Enter into the Marketing Agreement with Utility Service Partners Private Label, Inc. D/B/A Service Line Warranties of America

BACKGROUND: The attached resolution approves the marketing agreement with Utility Service Partners, Inc for an initial term of three (3) years.

The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and, will help City of St. James achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines.
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the city.
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The city will receive a royalty 10% of the premiums collected.

NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$5.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
External Sewer Line	\$10.99	Unlimited	Unlimited Calls \$8,500 Per Call	10% of the premiums collected
In-Home Plumbing	\$10.99	Unlimited	Unlimited Calls \$3,000 Per Call	10% of the premiums collected

ACTION REQUESTED: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 11.25.05

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE
MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE
LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

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

Section 1: The City Manager is hereby authorized and directed to sign the Marketing Agreement with Utility Service Partners Private Label, Inc. D/B/A Service Line Warranties of America.

Adopted by the City Council this 4th day of November 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of St. James, Minnesota (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA is a subsidiary of HomeServe USA Corp. (“**HomeServe**”).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City or its Affiliates (defined below), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. If Customer Data is provided by City to SLWA, City warrants, represents, and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws, and that it is permitted by Applicable Laws and by any applicable privacy policy to provide Customer Data to SLWA and to permit SLWA to use Customer Data for the purposes set forth in or contemplated by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein by reference, and which may be modified by SLWA to maintain compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the state or commonwealth where City is located, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnatee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnatee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnatee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Person**”) complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide by the “Reporting Hotline” section of SLWA's Business Partner Code of Conduct (described in “Business Partner Code of Conduct” section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: City:
City of St. James
PO Box 70
St. James, MN 56081-0070
Attention: Amanda Knoll
email: amanda.knoll@ci.stjames.mn.us

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe, and its direct and indirect subsidiaries.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Minnesota, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Minnesota, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE

ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF ST. JAMES

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

City of St. James
Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 5.99 per month)
 - i. Covers Customers' responsibility: From the curb stop to the water meter or main shut-off valve inside the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 10.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 10.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

November 4, 2025

ITEM: New Business – Resolution 11.25.06: Amending Joint Resolution for Orderly Annexation Between St. James Township and the City of St. James, Watonwan County, Minnesota Pursuant to MN Statute §414.0325, Subd. 1

BACKGROUND: The attached resolution approves the joint resolution for orderly annexation with St. James Township. The City of St. James and St. James Township entered into an Orderly Annexation Agreement in 1989 which allows the city and township to bring properties into city limits by joint resolution when the land has been designated in the annexation area and is served or planned to be served by city utilities. St. James Township approved the joint resolution on October 21, 2025.

ACTION REQUESTED: Approve/Deny Resolution.

RESOLUTION NO. _____

RESOLUTION AMENDING JOINT RESOLUTION FOR ORDERLY
ANNEXATION BETWEEN ST. JAMES TOWNSHIP
AND THE CITY OF ST. JAMES, WATONWAN COUNTY, MINNESOTA,
PURSUANT TO MINNESOTA STATUTES SECTION 414.0325, SUBD. 1

TO: OFFICE OF ADMINISTRATIVE HEARINGS, MUNICIPAL BOUNDARY
ADJUSTMENT UNIT, P.O. BOX 64620, ST. PAUL, MINNESOTA 55164-0620

WHEREAS, the Towns of St. James and Rosendale Township along with
the City of St. James, Minnesota, entered into a joint resolution for orderly annexation
dated August 15, 1989; and

WHEREAS, the City of St. James is desirous of annexing the real estate
specifically described in Exhibit "A" attached hereto and incorporated herein by reference.
The said property is or is about to become urban in character, the City of St. James is
desirous of annexing said property, it being located within the orderly annexation areas
designated in said resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF ST. JAMES AND THE TOWN BOARD OF ST. JAMES TOWNSHIP, that they
jointly agree that the joint resolution between St. James Township and the City of St.
James designated an area for annexation dated August 15, 1989, is amended to include
the following:

Both St. James Township and the City of St. James agree that no alteration
of the stated boundaries of this agreement is appropriate. Furthermore,
both parties agree that no consideration by the Board is necessary. Upon
receipt of this Resolution, the Municipal Board may review and comment,
but shall, within thirty (30) days, order the annexation to the City of St.
James with the following described property in accordance with the terms
of the joint resolution (See attached Exhibit "A").

Adopted by the City Council of the City of St. James, Minnesota, this _____ day of _____, 2025.

Chris Whitehead, Mayor

ATTEST:

Kristin Hurley, City Clerk

Adopted by the Board of St. James Township, Minnesota, this 21st day
of October, 2025.



Paul Jacoby
Its Chairman

ATTEST:



Kelly Schulte
Its Clerk

ZRS/yms

Exhibit "A"

The South Half of the Southwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$), and the East 33 feet of the South Half of the Southeast Quarter of the Northwest Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$), all in Section 24, Township 106 North, Range 32 West, Watonwan County, Minnesota,

AND

Beginning at the southwest corner of Lot 4 of Block 1 of Sorensen's Fourth Addition to the City of St. James, according to the recorded plat thereof; thence on an assumed bearing of North 0 degrees 26 minutes 12 seconds West, along the west line of said Block 1, a distance of 324.73 feet to the northwest corner of Lot 2 of said Block 1; thence North 82 degrees 56 minutes 12 seconds West a distance of 346.91 feet to an iron monument located on the easterly line of 4th Street South, as platted in Sorensen's Fifth Addition to the City of St. James, according to the recorded plat thereof; thence southwesterly, along said easterly line, along a non-tangential curve, concave to the southeast, having a radius of 273.39 feet, a central angle of 13 degrees 57 minutes 55 seconds, the chord of said curve bears South 6 degrees 28 minutes 49 seconds West, a chord distance of 66.47 feet, an arc distance of 66.64 feet to a plat monument; thence South 0 degrees 35 minutes 42 seconds East, along the easterly line of said 4th Street South, a distance of 238.12 feet to the southeast corner of said 4th Street South, as platted in said Sorensen's Fifth Addition; thence continuing South 0 degrees 35 minutes 42 seconds East, along the east line of said 4th Street as platted in Matthew's Addition to the City of St. James, according to the recorded plat thereof, a distance of 10.12 feet to the northwest corner of Lot 1 of Block 2 of said Matthew's Addition; thence North 89 degrees 25 minutes 55 seconds East, along the north line of said Lot 1, a distance of 140.12 feet to the northeast corner of said Lot 1; thence South 0 degrees 32 minutes 36 seconds East, along the east line of said Lot 1, a distance of 47.05 feet to an iron monument; thence South 87 degrees 58 minutes 47 seconds East a distance of 211.25 feet to the point of beginning, containing 2.60 acres, subject to easements now of record in said county and state.

AND

That part of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 24, Township 106 North, Range 32 West, and that part of Lot 4 and that part of the vacated alley in Sorensen's Addition, City of St. James, Watonwan County, Minnesota, described as follows: Commencing at the Southwest corner of Lot 4 of Block 1 of Sorensen's Fourth Addition to the City of St. James, according to the recorded plat thereof; thence on an assumed bearing of North 0 degrees 26 minutes 12 seconds West, along the west line of said Block 1, a distance of 324.73 feet to the Northwest corner of Lot 2 of said Block 1, said Northwest corner being the point of beginning of the tract to be described; thence North 82 degrees 56 minutes 12 seconds West a distance of 346.91 feet to an iron monument located on the easterly line of Fourth Street South, as platted in Sorensen's Fifth Addition to the City of St. James, according to the recorded plat thereof; thence northeasterly, along said easterly line, along a non-tangential curve concave to the southeast, having a radius of 273.39 feet, a central angle of 21 degrees 43 minutes 44 seconds, the chord of said curve bears North 24 degrees 19 minutes 39 seconds East, a chord distance of 103.06 feet, an arc distance of 103.68 feet to a plat monument; thence North 35 degrees 07 minutes 36 seconds East, along the

southeasterly line of said Fourth Street South, a distance of 183.63 feet to the Northeast corner of said Fourth Street South as platted in said Sorensen's Fifth Addition, also being on the south line of Sorensen's Second Addition to the City of St. James, according to the recorded plat thereof; thence South 87 degrees 57 minutes 52 seconds East, along the south line of said Sorensen's Second Addition, a distance of 24.81 feet to the Southeast corner of said Sorensen's Second Addition located on the west line of Lot 6 of Sorensen's addition to the City of St. James, according to the recorded plat thereof; thence South 2 degrees 58 minutes 40 seconds West, along the west line of said Lot 6, a distance of 10.12 feet to the Southwest corner of said Lot 6; thence South 88 degrees 00 minutes 39 seconds East, along the south line of said Lot 6 and along the south line of Lot 5 of said Sorensen's Addition, a distance of 150.00 feet to the Southeast corner of said Lot 5; thence South 0 degrees 25 minutes 05 seconds East, along the west line of an alley as platted in said Sorensen's Addition, a distance of 90.03 feet to the westerly extension of the north line of Lot 4 of said Sorensen's Addition; thence South 88 degrees 10 minutes 40 seconds East, along said westerly extension, a distance of 20.05 feet to the Northwest corner of said Lot 4; thence South 88 degrees 10 minutes 40 seconds East, along the north line of said Lot 4, a distance of 30.00 feet to the east line of the West 30 feet of said Lot 4; thence South 0 degrees 22 minutes 40 seconds East, along the east line of the West 30 feet of said Lot 4, a distance of 80.10 feet to a plat monument located on the north line of Lot 1 of Block 1 of said Sorensen's Fourth Addition; thence South 0 degrees 27 minutes 39 seconds East, along the west line of said Lot 1, a distance of 25.07 feet to a plat monument; thence North 87 degrees 53 minutes 37 seconds West, along the west line of said Lot 1, a distance 30.00 feet to a plat monument; thence South 0 degrees 26 minutes 20 seconds East, along the west line of said Lot 1, a distance of 74.87 feet to the point of beginning, containing 1.70 acres, subject to easement now of record in said county and state.

EXCEPTING THEREFROM THE FOLLOWING:

Matthew's Addition;

AND

Floradale Addition No. 4;

AND

Floradale Addition No. 3;

AND

Sornesen's Fourth Addition;

AND

Sorensen's Addition

November 4, 2025

ITEM: New Business – Agenda Request: Bob Rinne

BACKGROUND: The attached agenda request was submitted on Friday, October 24, 2025, by Bob Rinne.

ACTION REQUESTED: Approve/Deny Agenda Request.



AGENDA REQUEST FORM

DATE SUBMITTED 10-24-25	DATE OF COUNCIL MEETING 11-4-25
NAME Bob Rinne	
ADDRESS 1135 10 th St. N	
PHONE NUMBER 507-621-0416	
EMAIL	

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

Deer problem in city limits

ACTION REQUESTED:

Reducing deer population

REASONS FOR REQUESTED ACTION:

Deer causing many problems in yard

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

Signature: _____

Bob Rinne

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

OFFICE USE:

Date and Time Received: 10/27/25 @ 10:30 AM

Received By: Amanda Knoll