



# City Council Meeting - AMENDED Agenda

July 01, 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 – 06.17.2025 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 07.25.01 - Approving Land Use and Easement Agreement with BMP Investments

B. Consideration to Approve Resolution 07.25.02 - Appointing Dustin Palmquist to the Position of Police Sergeant

C. Consideration to Approve Resolution 07.25.03 - Granting Signage Approval Relating to 207 Tiell Drive

D. Consideration to Approve First Reading of Proposed Ordinance 030, 4th Series - Chickens

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

**14. ADJOURNMENT**

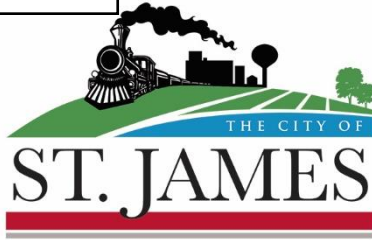
July 1, 2025

**ITEM:** Approval of Minutes – 06.17.2025 Council Minutes

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**BACKGROUND:** The Minutes from June 17, 2025, City Council Meeting are attached for review and approval.

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



## City Council Meeting Minutes

June 17, 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 – 05.20.2025 Council Meeting

A motion was made by Hanson, seconded by Lindee to approve the 05.20.2025 Council Meeting Minutes and Craig abstained.

Voting Yea: Lindee, Hanson, Harris, Rushing

Upon voice vote, it was unanimously approved.

B. Consideration to Approve Minutes – 06.03.2025 Council Meeting

A motion was made by Hanson, seconded by Craig to approve the 06.03.2025 Council Meeting Minutes and Rushing and Harris abstained.

Voting Yea: Lindee, Hanson, Craig

Upon voice vote, it was unanimously approved.

### 5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims and ACH Payments totaling \$528,657.03 is as follows: Check No. 704274 – 704280, 704281 – 704284, and 7044285 – 704374.

Motion made by Rushing, Seconded by Craig.

Voting Yea: Craig, Lindee, Hanson, Harris, 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 - Run for Change

Eileen Kleidon applied for a Special Event Permit for Run for Change event to be held on September 20, 2025. Run for Change is a fun and competitive 5K and 2-Mile Walk/Run, featuring chip timing for accurate results and a great race-day experience. This is a family-friendly atmosphere raising funds for MN Teen Challenge.

Motion made by Rushing, Seconded by Lindee.

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

Upon voice vote, it was unanimously approved.

**B. Consideration to Approve Business License Application - Precision Underground**

Precision Underground applied for a special sewer/water permit. All documentation has been received and fees paid.

Motion made by Craig, Seconded by Harris.

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

Upon voice vote, it was unanimously approved.

**C. Consideration to Approve Business License Application - Woratschka Excavation LLC**

Woratschka Excavation LLC applied for a special sewer/water permit. All documentation has been received and fees paid.

Motion made by Harris, Seconded by Hanson.

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

Upon voice vote, it was unanimously approved.

**D. Consideration to Approve Business License Application - WW Blacktopping Inc**

WW Blacktopping applied for a special sewer/water permit. All documentation has been received and fees paid.

Motion made by Hanson, Seconded by Rushing.

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

Upon voice vote, it was unanimously approved.

**11. OLD BUSINESS**

**12. NEW BUSINESS**

**A. Oath of Office - Preston Mix, Police Officer**

Mayor Whitehead administered the Oath of Office to Preston Mix, who was recently appointed as a Police Officer for the City of St. James.

Officer Mix took the Oath of Office in front of the City Council, staff, and members of the public, affirming his commitment to uphold the Constitution of the United States, the Constitution of the State of Minnesota, and the ordinances and laws of the City of St. James in the performance of his duties.

**B. Consideration to Approve Resolution 06.25.04 - Certifying Local Matching Funds for the Greater Minnesota Housing Infrastructure Grant Program**

Resolution 06.25.04 certifies a local funding match for the Greater Minnesota Housing Infrastructure Grant application that has been submitted.

Motion made by Craig, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 06.25.04 duly passed 5-0.

- C. Consideration to Approve Resolution 06.25.05 - Authorizing the Hiring of a Temporary Intern to Complete Sidewalk Inventory as Part of the Minnesota Active Transportation Planning Assistance Grant

Resolution 06.25.05 authorizes the hiring of a temporary inter to complete the sidewalk inventory project. This project is a required component of the Active Transportation Planning Assistance Grant previously awarded to the city. The city had anticipated receiving technical assistance for this work through the Minnesota GreenCorps program but was recently informed that the funding for that program had been cut.

Motion made by Harris, Seconded by Craig.

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

Whereupon Mayor Christopher Whitehead declared Resolution 06.25.05 duly passed 5-0.

- D. Consideration to Approve Resolution 06.25.06 - Accepting Financial Gift from the American Legion Post #33

Resolution 06.25.06 accepts the financial donation from the American Legion Post #33 in the amount of \$4,000.00 to sponsor the musical entertained hosted by the Fire Department for Railroad Days.

Motion made by Rushing, Seconded by Lindee.

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

Whereupon Mayor Christopher Whitehead declared Resolution 06.25.06 duly passed 5-0.

- E. Consideration to Approve Resolution 06.25.07 - Accepting Financial Gift from the American Legion Post #33

Resolution 06.25.07 accepts the financial donation from the American Legion Post #33 in the amount of \$1,500.00 for fireworks.

Motion made by Hanson, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 06.25.07 duly passed 5-0.

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

### **14. ADJOURNMENT**

Motion made by Hanson, Seconded by Harris.

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

All Yea - motion carried. The meeting adjourned at 5:46 p.m.

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Amanda Knoll, City Manager

July 1, 2025

**ITEM:** New Business – Resolution 07.25.01: Approving Land Use and Easement Agreement with BMP Investments

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**BACKGROUND:** The attached resolution approves the Land Use and Easement Agreement between the City of St. James and BMP Investments. The agreement outlines the responsibilities related to facilitate platting, infrastructure development, and related improvements associated with the City’s proposed 12th Avenue South Highway District Expansion project, including the installation and cost responsibilities for turn lanes as required by the Minnesota Department of Transportation.

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

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 07.25.01**

**RESOLUTION APPROVING LAND USE AND EASEMENT AGREEMENT  
WITH BMP INVESTMENTS**

**WHEREAS**, the City of St. James and BMP Investments desire to enter into a Land Use and Easement Agreement to allow for the mutual use and access of certain real property for the benefit of both parties; and

**WHEREAS**, the subject property and easement area are legally described in agreement and are necessary to support development, access, and ongoing operations related to BMP Investment's project within the City; and

**WHEREAS**, the City Council finds that entering into this agreement is in the public interest and will promote orderly development and responsible land use within the City; and

**WHEREAS**, the agreement outlines the responsibilities related to facilitate platting, infrastructure development, and related improvements associated with the City's proposed 12<sup>th</sup> Avenue South Highway District Expansion project, including the installation and cost responsibilities for turn lanes as required by the Minnesota Department of Transportation.

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

1. The City hereby approves the Land Use and Easement Agreement between the City of St. James and BMP Investments.
2. The Mayor and City Manager are authorized to execute the agreement and any related documents necessary to carry out the intent of this resolution.
3. A fully executed copy of the agreement shall be kept on file in the office of the City Clerk-Treasurer.

Adopted by the City Council this 1<sup>st</sup> day of July 2025.

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Christopher Whitehead, Mayor

ATTEST:

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Kristin K. Hurley, City Clerk-Treasurer

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

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

Effective Date: July 1, 2025



# Sunde Olson

**KIRCHER & ZENDER P.L.C.**

ATTORNEYS AT LAW

Steven R. Sunde\*  
Michael P. Kircher  
Zachary R. Strom  
Suzann M. Olson (Retired)  
Margaret K. Koberoski (1969-2022)  
Jan M. Zender (1956-2018)

June 18, 2025

HAND DELIVERED

Amanda Knoll  
City Manager  
City of St. James  
P.O. Box 70  
St. James, MN 56081

RE: Land Use and Easement Agreement (BMP Investments-City of St. James)  
Our File: 110,004\*

Dear Amanda:

Please find enclosed the signed and notarized Land Use and Easement Agreement. It is my understanding you will put this on the agenda for the July 1, 2025, City Council meeting.

As always, should you have any questions or comments, do not hesitate to contact me.

Very truly yours,

  
Michael P. Kircher  
mkircher@sundeolson.com

MPK/yms

Enclosure

CC: Brianna Sanders (by e-mail)

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## LAND USE AND EASEMENT AGREEMENT

This Land Use and Easement Agreement ("Agreement") is made and entered into as of this 17 day of JUNE, 2025 (the "Effective Date"), by and between **BMP Investments LLC**, a Minnesota limited liability company ("Grantor"), and the **City of St. James**, a municipal corporation organized under the laws of the State of Minnesota ("City").

### RECITALS

**WHEREAS**, Grantor is the fee owner of certain real property located in Watonwan County, Minnesota, more particularly described in **Exhibit "A"** attached hereto (the "Grantor Property");

**WHEREAS**, Grantor is in the process of development of Grantor's Property into a carwash facility (the "Existing Project") that will be located on portions of Grantor's Property, and as a result of the development of the project, will be required by the Minnesota Department of Transportation, to install and pay for vehicle turn lanes for access from Minnesota State Highway 4 and Highway 30 that runs adjacent to Grantor's property and provides vehicle access to the Existing Project.

**WHEREAS**, the City is in the initial stages of undertaking a development project adjacent to the Grantor Property (the "City Project");

**WHEREAS**, the Minnesota Department of Transportation ("MnDOT") requires the installation of turn lanes on the adjacent Minnesota State Highway as a condition of the development and use of Grantor's Existing Project;

**WHEREAS**, Grantor agrees to grant, and City agrees to accept, a perpetual and permanent easement and right-of-way over a portion of the Grantor Property to facilitate platting, infrastructure, and related improvements associated with the City Project;

**WHEREAS**, in consideration for the grant of easement by Grantor, the City agrees to bear the full cost of turn lane improvements required by MnDOT as part of the City Project, subject to timing based on the City's development schedule;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. Grant of Easement

- 1.1. *Easement Description.* Grantor hereby grants to City a perpetual, exclusive easement and right-of-way over, under, and across the area described as follows:

The south 60 feet of the following described parcel:

That part of the Southeast Quarter of the Northeast Quarter (SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section Twenty-four (24), Township One Hundred Six (106) North, Range Thirty-two (32) West, City of St. James, Watonwan County, Minnesota, described as follows: Beginning at the Northwest corner of the plat of Kelly's Acres, according to the recorded plat thereof; thence on an assumed bearing of South 88 degrees 17 minutes 13 seconds East, along the North line of said Kelly's Acres, a distance of 361.58 feet to the Northeast corner of said Kelly's Acres located on the West right of way line of State Highway Right of Way Plat No. 83-5, according to the record-ed plat thereof; thence North 0 degrees 01 minutes 43 seconds West, along said West line, a distance of 241.11 feet; thence North 88 degrees 17 minutes 13 seconds West a distance of 361.58 feet; thence South 0 degrees 01 minutes 43 seconds East a distance of 241.11 feet to the point of beginning, containing 2.00 acres, subject to easements now of record in said County and State.

(the "Easement Area").

- 1.2. *Easement Purpose.* The Easement Area shall be used by City for purposes of street and road access, paving, public right-of-way, grading, installation of infrastructure, sidewalk, and other lawful municipal development purposes related to the City Project.
- 1.3. *No Compensation.* The parties acknowledge that this grant is made without monetary consideration, in exchange for the obligations undertaken by City under this Agreement.
- 1.4. *Exclusive Use.* This easement shall be exclusive to the City for the purposes described herein, and Grantor shall retain no rights of use or access within the Easement Area, except as enjoyed by the general public upon completion of public improvements.
- 1.5. *Temporary Construction and Disturbance Easement.* Grantor hereby grants to the City, its contractors, agents, and assigns, a temporary construction and disturbance easement for an additional 20 feet, so that the City has access over the south eighty (80) feet of the Grantor Property (the "Temporary Easement Area") for a period of fifteen (15) months from the Effective Date. This easement shall be used for access, grading, staging, utility installation, equipment movement, and any other construction-related activities reasonably necessary for the completion of the City Project. Upon expiration of the fifteen (15) month term, all rights granted under this paragraph shall automatically terminate without further action required by either party.
- 1.6. *Contingency on Project Approval.* Notwithstanding anything to the contrary herein, the grant of the easement and all obligations of the City under this Agreement,

including the obligation to pay for the cost of turn lane improvements, are expressly contingent upon the City obtaining all necessary approvals for the City Project, including but not limited to project funding, regulatory approvals, permitting, and platting. In the event that the City Project is terminated or withdrawn for any reason, whether due to lack of funding, denial of approvals, or otherwise, this Agreement and the easement rights granted herein shall be null and void, and of no further force or effect. In such event, the City shall have no obligation to construct or pay for the turn lane improvements, and the full cost of any such improvements shall be the sole responsibility of the Grantor. Furthermore, the City shall, within a reasonable time following such termination, execute and record a release of easement in a form reasonably acceptable to Grantor, evidencing the termination of the easement rights granted herein.

1.7. *Minor Adjustment to Easement Area.* The parties acknowledge that the final location and configuration of the Easement Area, including the area generally described as the "south 60 feet" of the Grantor Property, may require minor adjustments upon final approval of the plat associated with the City Project. The parties agree that minor adjustments in the Easement Area location of up to four (4) feet in any direction to align with the final platted street location shall be deemed valid without the need for renegotiation. In such event, the parties agree to execute and record an amended easement agreement or exhibit to conform to the final, approved plat and legal description.

## **2. City's Obligations**

2.1. *Turn Lane Improvements.* City shall be solely responsible for the cost and completion of all turn lane improvements required by MnDOT on the adjacent Minnesota State Highway(s) (State Highway 4 / State Highway 30).

2.2. *Timing.* The City shall complete the turn lane improvements as part of its City Project infrastructure timeline. The parties acknowledge that such work shall not be required immediately upon execution of this Agreement but shall be completed as reasonably necessary to meet MnDOT and development conditions of the City in connection with its development project.

## **3. Grantor's Obligations**

3.1. *Street Assessments.* Grantor shall remain solely responsible for any special assessments levied by the City or other taxing authorities against the Grantor Property, including those relating to the Easement Area.

3.2. *No Reimbursement.* The City shall not be obligated to reimburse Grantor for any portion of such assessments.

3.3. *No Disturbance.* Grantor shall not interfere with, disturb, or otherwise impede the City's use of the Easement Area or the Temporary Easement Area during the construction and development activities contemplated under this Agreement. This obligation includes, without limitation, refraining from placing any structures, materials, or obstructions within the Easement Area or Temporary Easement Area that would hinder access, construction operations, or public improvements.

3.4. *Consent to Platting and Easement Documentation.* Grantor hereby consents to cooperate with the City's future platting process as it relates to the City's Project outlined in this Agreement, including but not limited to the dedication of a 60-foot easement as contemplated herein. Grantor agrees to cooperate in good faith and execute any documents reasonably necessary to facilitate the platting, including signature of final plats, easement dedications, and related filings, provided that such documents are consistent with the terms of this Agreement and do not materially alter the rights or obligations of Grantor without its prior written consent.

#### **4. Temporary Disruption and Waiver of Damages**

4.1. *Acknowledgement of Disruption.* Grantor acknowledges that, as a necessary condition of the City's subdivision development project and creation of turn lanes, certain public streets and highways that currently provide access to Grantor's existing project (the "Existing Project") will be temporarily closed. This work is projected to disrupt Grantor's business operations and may restrict or limit access from public highways located to the east of the Grantor Property.

4.2. *Anticipated Business Closure.* Grantor acknowledges that the anticipated disruption will likely require the temporary closure of Grantor's business operations for a minimum period of two (2) weeks.

4.3. *Waiver of Damages.* Grantor expressly understands the foregoing hardship and, in consideration of the terms of this Agreement and the benefits conferred thereby, hereby irrevocably waives and releases the City from any and all claims for damages or losses, including economic losses or business interruption, resulting from or arising out of the temporary street closures or access limitations related to the City Project.

#### **5. General Provisions**

5.1. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The easement rights granted herein shall run with the land.

5.2. *Recording.* This Agreement shall be recorded in the Office of the County Recorder or Registrar of Titles of Watonwan, Minnesota.

5.3. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

5.4. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.5. *Dispute Resolution and Arbitration.* In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve such dispute through informal discussions. If the matter is not resolved within thirty (30) days, either party may submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted in St. James, Minnesota. Judgment upon the award rendered by the arbitrator(s)

may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees, except as otherwise provided by the arbitrator(s).

5.6. *Severability.* If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


5.7. *Authority and Title Warranty.* Each party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that the execution and delivery of this Agreement has been duly authorized by all necessary corporate or governmental action. Grantor further warrants that it holds good and marketable title to the Easement Area, free and clear of all liens, mortgages, encumbrances, claims, or interests of any kind, except those of record or as otherwise disclosed in writing to the City prior to the Effective Date. Grantor further represents that no mortgage, lien, or encumbrance exists that would prohibit or impair Grantor's ability to grant the easement rights set forth herein, and that no third-party consents are required to effectuate this conveyance free and clear of all liens, encumbrances, claims, or interests of any kind, except those of record or as otherwise disclosed in writing to the City prior to the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BMP Investments LLC

  
By: Bramer L. Powers  
Its: Manger

City of St. James

  
Chris Whitehead, Mayor

  
Amanda Knoll, City Manager



STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF WATONWAN                )

This instrument was acknowledged before me June 17, 2025, before me, a notary public within and for said County and State, personally appeared **Chris Whitehead and Amanda Knoll**, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and the City Manager of the City of St. James, and that they executed the same as their free act and deed.



STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF WATONWAN                )

This instrument was acknowledged before me on June 16, 2025, before me, a notary public within and for said County and State, personally appeared **Bramer L. Powers**, as the Manager of BMP Investments, LLC, a Minnesota limited liability company, on behalf of the company.



Bramer L. Powers  
Notary Public

**Exhibit "A"**

*(Legal Description of Grantor Property)*

That part of the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of Section Twenty-four (24), Township One Hundred Six (106) North, Range Thirty-two (32) West, City of St. James, Watonwan County, Minnesota, described as follows: Beginning at the Northwest corner of the plat of Kelly's Acres, according to the recorded plat thereof; thence on an assumed bearing of South 88 degrees 17 minutes 13 seconds East, along the North line of said Kelly's Acres, a distance of 361.58 feet to the Northeast corner of said Kelly's Acres located on the West right of way line of State Highway Right of Way Plat No. 83-5, according to the recorded plat thereof; thence North 0 degrees 01 minutes 43 seconds West, along said West line, a distance of 241.11 feet; thence North 88 degrees 17 minutes 13 seconds West a distance of 361.58 feet; thence South 0 degrees 01 minutes 43 seconds East a distance of 241.11 feet to the point of beginning, containing 2.00 acres, subject to easements now of record in said County and State.



July 1, 2025

**ITEM:** New Business – Resolution 07.25.02: Appointing Dustin Palmquist as Police Sergeant

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**BACKGROUND:** The attached resolution appoints Dustin Palmquist to the position of Police Sergeant. The Personnel Committee has conducted interviews and recommends the appointment of Dustin Palmquist to the position of Police Sergeant. Dustin Palmquist has met all the qualifications and has demonstrated the necessary experience, leadership, and service commitment required for this position.

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

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 07.25.02**

**RESOLUTION APPOINTING DUSTIN PALMQUIST TO THE POSITION OF  
POLICE SERGEANT**

**WHEREAS**, the City of St. James has established the position of Police Sergeant within the St. James Police Department in order to enhance departmental leadership, supervision, and continuity of operations; and

**WHEREAS**, Dustin Palmquist has met all qualifications and has demonstrated the necessary experience, leadership, and service commitment required for the position of Police Sergeant; and

**WHEREAS**, the Personnel Committee has conducted interviews and recommends the appointment of Dustin Palmquist to the position of Police Sergeant in order to support the continued effectiveness and stability of the department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA**, hereby appoints Dustin Palmquist to the position of Police Sergeant within the St. James Police Department, effective July 7, 2025.

Adopted by the City Council this 1<sup>st</sup> day of July 2025.

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

ATTEST:

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

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

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

Effective Date: July 1, 2025

July 1, 2025

**ITEM:** New Business – Resolution 07.25.03: Granting Signage Approval Relating to 207 Tiell Drive

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**BACKGROUND:** The attached resolution grants approval to erect two free-standing signs at 207 Tiell Drive (splash pad). One sign displays the rules and regulations, and the second sign displays the sponsors of the splash pad.

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

**State of Minnesota  
County of Watonwan**

**RESOLUTION NO. 07.25.03**

**RESOLUTION GRANTING SIGNAGE APPROVAL RELATING TO  
207 TIELL DRIVE**

**WHEREAS**, Travis Elg, Splash Pad Committee Chair (“Applicant”) submitted an application requesting signage approval for property located at 207 Tiell Drive which is legally described as follows (“Property”):

**TIELL SUBDIVISION LOTS 1-5, CITY OF ST. JAMES, WATONWAN  
COUNTY, MINNESOTA**

**WHEREAS**, the subject property is located on city owned property; and

**WHEREAS**, the Applicant seeks approval to erect two free-standing signs; and

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

**WHEREAS**, the Planning and Zoning Commission made its decision in this matter based on the documentation set forth at the time of the June 30, 2025, meeting; and

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

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

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

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

- 1) The City of St. James is hereby granting signage approval to Travis Elg, Splash Pad Committee Chair, located at 207 Tiell Drive.

Adopted by the City Council this 1<sup>st</sup> day of July 2025.

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Christopher Whitehead, Mayor

Attest:

\_\_\_\_\_  
Kristin Hurley, City Clerk - Treasurer

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

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

Effective Date: July 1, 2025

## ST. JAMES PLANNING COMMISSION

**TO:** Planning Commission Members  
**FROM:** Brianna Sanders, Zoning Administrator  
**DATE:** June 30, 2025  
**RE:** Sign Permit – 207 Tiell Dr

### **Applicant**

SPLASHPAD COMMITTEE  
ADDRESS – 207 TIELL DR

### **Request**

The applicant is requesting a sign permit to erect two free-standing signs. One will include the rules and regulations to use the splash pad. The second will display the name "City of St. James Splash Pad" as well as a list of the donors that made the splash pad possible.

### **Proposal**

Applicant desires to erect two free standing signs near the Splash Pad. The sponsor sign will be 6ft by 6ft and the rules sign will be 3ft by 6ft. The total surface area of the signs will be approximately 54 sqft. The sign would be approx. 45' from the edge of the road or 67' from the middle of the road.

The City Code requires a setback from the County Roads of 50 ft.

### **Location**

The property is the location of the municipal swimming pool and splash pad. This parcel is owed by the City of St. James and is part of the city's park system.

### **Existing Land Use**

The parcel was being used for a splash pad.

### **City Code**

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

### **§ 156.033 SIGNS.**

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

(N) *Monument signs.*

(1) *Definition.* A freestanding sign, in which the entire base of the sign structure is in contact with the ground, providing a solid, and continuous, background for the sign face that is the same width as

from the ground to the top of the sign. The base of the sign shall be constructed of a permanent material, such as concrete block or stone, shall be considered a **MONUMENT SIGN**.

(2) *Metal shroud*. A piece of metal which is used to conceal, and screen, the support structure of a monument sign.

(3) *Monument sign area*. The advertising area of a monument sign.

(4) *Prohibited signs*. The following signs are prohibited by this section:

(a) Signs that resemble any official marker erected by a government agency by reason of position, shape, or color, which interferes with the proper function of a traffic sign, signal, or be misleading to vehicular traffic;

(b) Signs within a public right-of-way or easement, except for signs installed by governmental entities;

(c) Signs attached to rocks, trees, fences, or utility poles. Signs on fences denoting safety hazards will be allowed;

(d) Signs of a rotating beam or flashing illumination;

(e) Signs advertising by letters, words, or figures painted upon any sidewalk within the city;

(f) Advertising signs painted on any exterior building surface;

(g) Rotating signs;

(h) Signs painted, or attached, to vehicles where the vehicle is parked on a property, and not intended to be moved for a period of 48 hours, or more. At all times, vehicles containing advertising and/or signage shall not be parked along the property frontage;

(i) Roof signs;

(j) Temporary signs which advertise a business, product, or service which is not produced, or conducted, on the zoning lot upon which the sign is located; and

(k) Signs which project over the public right-of-way.

(5) *Construction of monument signs*. Monument signs shall be constructed with the entire bottom of the sign structure in contact with the ground. The bottom two feet of the sign shall either be Kasota stone, precast concrete, brick, or landscaping masonry blocks that are earth tone colors, unless otherwise provided for. A solid, continuous background area should be provided from the ground to the top of the sign via a combination of either Kasota stone, precise concrete, brick, stone, landscaping blocks, or metal shroud which matches the appearance, and color, of the principal building.

(6) *Ground area*. The ground area around the base, or base of the sign, of the monument in ground/pylon sign shall be landscaped with shrubs and ground cover equal to the area of 50% of the sign base. The landscaping shall consist of shrubs and ground covers that can withstand the environmental conditions of the site, and will provide season interest.

(7) *Business and industrial districts*. Monument signs will be permitted in business and industrial districts within the city when in compliance with all other zoning provisions and regulations. The maximum total signage area of all signs and franchise architecture should not exceed more than two times the front lineal footage of the lot.

(8) *Dimensions, placement of monument signs*.

(a) Monument signs greater than eight feet in height shall be constructed with the entire bottom of the sign structure in contact with the ground. The bottom two feet of such signs shall be Kasota stone, precast concrete, brick, or landscaping masonry blocks that are earth tone colors. A solid continuous background area should be provided from the ground to the top of the sign either in combination of

e, precise concrete, brick, stone, landscaping blocks, or metal shroud which matches the appearance, and color, of the principal building.

(b) Monument sign height may be 10% of the front lineal frontage of a lot with not less than ten feet required, or more than 15 feet permitted.

(c) No more than one monument sign shall be permitted per zoning lot except through lots.

(d) The square foot area of the sign shall not exceed the front lineal frontage of the zoning lot.

(e) The sign face shall occupy at least 50% of the monument sign.

(f) A landscaping area shall be provided around the base of the sign in accordance with this section.

(g) The sign shall not encroach upon any road right-of-way, and monument signs shall observe the setback regulations set forth within each zoning district.

(h) Multi-tenant business centers will be allowed to have one joint identification monument sign.

(Prior Code, § 11.70) (Ord. 165, second series, passed 7-5-2000; Ord. 207, second series, passed 9-4-2007; Ord. 26, third series, passed 9-18-2012; Ord. 024, fourth series, passed 5-21-2024)

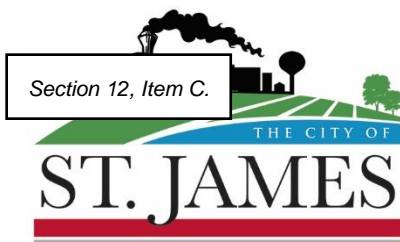
### **Recommendations**

Staff recommendation is approval

### **Exhibits**

Exhibit 7 - Sign Permit Application





# CITY OF ST. JAMES

## APPLICATION FOR A SIGN PERMIT

EXHIBIT 7

Name of Applicant: Splash Pad Committee

Address: 207 Tiell Dr

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

Phone Number: 507-848-7126 - Travis Elg Committee Chair

Address of Sign (if different from above): \_\_\_\_\_

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

Application Permit Fee (\$50.00): ☐ PAID \_\_\_\_\_ Initial by City Staff

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

Legal Description of Property: TIELL SUBD LOTS 1-5

Parcel ID 206101200

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

Current Zoning District of Property: (2001) CITY OF ST JAMES-0840

Provide a brief narrative description of the existing signage on-site and of the signage improvements proposed in this application (use a separate sheet of paper if needed): \_\_\_\_\_  
The splash pad committee is looking to put up two signs for the splash pad. One will include the rules and regulations to use the splash pad. The second will display the name "City of St. James Splash Pad" as well as a list of the donors that made the splash pad possible.

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

Sketch Plan Submitted on: 06 / 24 / 2025 Value of proposed work: \$1,200

Dimensions of Sign: Sponsor sign is 6x6, (S) on diagram and the rules sign will be 3x6, (R) on diagram

Sketch Plan information to be provided:

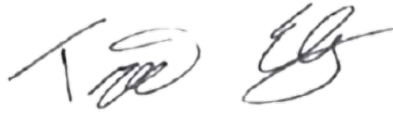
1. North arrow and parcel boundaries drawn to scale (preferably 1"=100')
2. Location of existing buildings, their size, use, and setbacks from parcel boundary lines, existing signage on site, existing driveway locations, existing streets/roads on or immediately adjacent to the parcel, existing easements,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

Information supplied was: ☐ complete ☐ incomplete \_\_\_\_\_ initialed by City Staff

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

6-24-25

Date



Signature of Person Filing Application

Last revised 2/13/2023

Welcome to the

# Splash Pad

**Open 9AM to 9PM Daily**

**NO LIFE GUARD ON DUTY**

## **RULES FOR FUN**

### **Safety**

- Do not bring food, drinks or glass onto the splash pad.
- Animals are not allowed on the splash pad.
- Running, pushing, or rough play is not allowed.
- No rollerblades, skateboards, or bicycles on the splash pad.
- Climbing on water play equipment is prohibited.

### **Health & Sanitation**

- Do not drink water from the water features.
- Do not use the splash pad if ill.
- Shower before entering.
- NO diaper changing in the splash pad area.
- Children in diapers must wear swim diapers.
- No smoking.

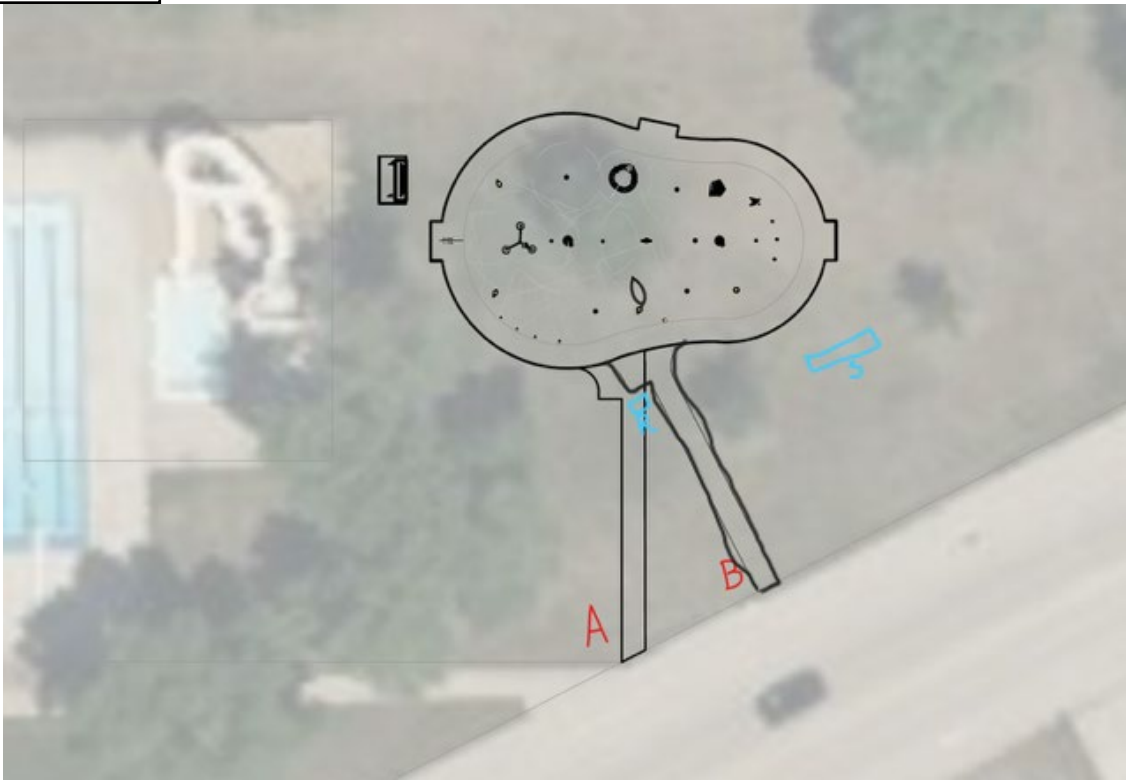
**Please Play Safely!**  
**FOR EMERGENCIES DIAL 911**



1 / 1







July 1, 2025

**ITEM:** New Business – Proposed Ordinance No. 030, 4<sup>th</sup> Series: Amending Chapter §91.04 of the St. James City Code Pertaining to Chickens – 1<sup>st</sup> Reading

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**BACKGROUND:** The attached proposed ordinance amends Chapter §91.04 of the St. James City Code pertaining to chickens. This proposed amendment specifically updates § 91.04(C)(3) to reference the correct nuisance violation code from §90.02 to §90.003.

**First Reading:** July 1, 2025

**Notice of Proposed Ordinance:** July 3, 2025

**Second Reading and Final Vote:** July 15, 2025

**Approval of Publication of Title and Summary of Ordinance by the Council:** July 15, 2025

**Publication of Title and Summary of Ordinance:** July 24, 2025

**Publication of Entire Text of Ordinance at Watonwan County Library:**

**Recorded in the Ordinance Book and Available on Website:**

**Effective Date of Ordinance:**

**ACTION REQUESTED:** Approve/Deny the 1<sup>st</sup> Reading of the Proposed Ordinance.

State of Minnesota  
County of Watonwan

ORDINANCE 030, 4<sup>TH</sup> SERIES

AN ORDINANCE AMENDING CHAPTER §91.04 TO THE ST. JAMES CITY CODE  
PERTAINING TO CHICKENS

The City of St. James does ordain:

**Section 1.** Title IX of the City Code is amended by revising Chapter §91.04(C)(3) to read as follows:

**§ 91.04 CHICKENS**

(C) *Enforcement.*

(1) A chicken keeping license shall expire for any of the following reasons:

- (a) If chickens are removed from the property for a period of one year.
- (b) The license is revoked.
- (c) A violation occurs as outlined below.

(2) If a property receives three or more valid complaints regarding the keeping of chickens, the chicken keeping license shall be revoked and the chickens must be removed from the property within 30 days of the date of revocation. A violation will be sited if the chicken is running-at-large. The license holder may appeal to the City Council for reinstatement of their license by filing an agenda request to appeal with the City Manager within ten calendar days after the city's decision to revoke the license. The City Manager shall cause the appeal request to be placed on the agenda of the next regular City Council meeting that is held not less than ten calendar days following receipt of the appeal request. The City Council may affirm or reject the decision of the city staff.

(3) Any violation of this section shall be considered a nuisance per § ~~90.02~~ [90.003](#), and is subject to an administrative fine in accordance with the city's fee schedule.

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

First Reading: July 1, 2025

Second Reading: July 15, 2025

Date of Publication: July 24, 2025

Date Ordinance Takes Effect: July 24, 2025

Adopted by the City Council this 1<sup>st</sup> day of July, 2025.

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Christopher Whitehead, Mayor

ATTEST:

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Kristin K. Hurley, City Clerk-Treasurer