

City Council Meeting Agenda

February 18, 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 – Council Meeting 02.04.2025

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

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

11. OLD BUSINESS

12. NEW BUSINESS

A. Consideration to Approve Resolution 02.25.01 - Agreement with SafeAssure

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

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

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

E. Consideration to Approve Resolution 02.25.05 - Appointing Airport Engineer

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

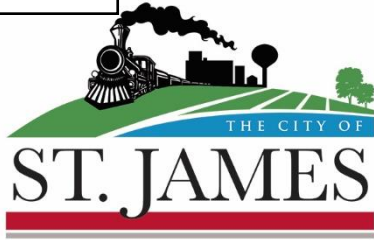
G. Consideration to Approve Purchase Request - Generator

H. Consideration to Approve New Hire - Water Foreman

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

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT



City Council Meeting Minutes

February 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

PRESENT

Sue Craig
Kathleen Hanson
Paul Harris
Mike Kircher
Stephen Lindee
Hannah Rushing
Chris Whitehead

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 01.21.2025 City Council Meeting

Motion made by Rushing, Seconded by Harris.

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

Upon voice vote, it was unanimously approved.

5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims and ACH Payments totaling \$1,123,640.62 is as follows: \$630,353.12 Check No. 703454 - 703517 and \$493,286.88 ACH No. 1826 - 1846 as listed in the check register.

Motion made by Craig, Seconded by Harris.

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

Upon voice vote, it was unanimously approved.

6. SCHEDULED BID LETTING

7. SCHEDULED PUBLIC HEARINGS

8. ADMINISTRATIVE APPEALS

9. FINANCIAL REPORTS

10. LICENSES AND PERMITS

A. Consideration to Approve Gambling License - Pheasants Forever Watonwan County Chapter #0725

Pheasants Forever Watonwan County Chapter #0725 requested permission to hold a raffle on March 24, 2025, at the St. James American Legion Post #33. All documentation has been received.

Motion made by Craig, Seconded by Hanson.

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

Upon voice vote, it was unanimously approved.

11. OLD BUSINESS

12. NEW BUSINESS

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT

Motion made by Hanson, Seconded by Rushing.

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

All Yea - motion carried. The meeting adjourned at 5:35 p.m.

Kristin Hurley, City Clerk-Treasurer

February 18, 2025

ITEM: Licenses and Permits – Special Event Permit Application: Rail Run

BACKGROUND: The attached Special Event Permit Application was submitted by the St. James Chamber of Commerce for the Rail Run to be held on Thursday, June 19, 2025. The staff has reviewed and approved the permit application.

STAFF RECOMMENDATION: Approve/Deny Special Event Permit Application.



SPECIAL EVENT PERMIT APPLICATION

Submittal Date: _____

APPLICANT INFORMATION.

St. James Chamber of Commerce Rail Road Days Rail Run

Sponsoring Entity (if applicable)

Eric Kuehl

Contact Person

400 12th Street South

St. James

MN

56081

Address

City

State

Zip Code

Railrunstj@gmail.com

(507) 621-2759

Email Address (Primary Notification)

Phone Number

Secondary Contact Person

Address

City

State

Zip Code

Email Address (Primary Notification)

Phone Number

EVENT INFORMATION.

Rail Road Days Rail Run

Event Name

June 19 2025

4-9pm

Date(s) of Event

Hours of Event

Type of Event

☒ Open to the Public

☐ Private

☐ Other: _____

Describe Event (List all activities. Provide flyer or other marketing materials as available).

There is a kids 1/2 mile run ages 12 and under

4 mile walk, 1 and 4 mile run all ages

See attached

Proposed Location of the Event. (Be specific, site map also required).

St James Salvators Railroad Museum Park and walking path around the lake

see attached

Estimated Number of Attendees (includes staff, participants, and spectators). 175

Parking Plan & Impact. (Describe in detail).

Parking area at the Roundhouse Model Railroad Club and campground area

Tents, Equipment, Bounce House, Amusement Rides, Stage, Bleachers, Etc.

Type: Tents for shade of workers and a blowup finish line

Size: _____

Location: _____

Are Fire Prevention or EMS services needed on-site? ☒ YES ☐ NO *If yes, cost may be associated.*

Are Police services needed on-site? ☒ YES ☐ NO *If yes, how many hours?* _____

Are you requesting any street closures? If yes, please identify which streets and illustrate on required Site Map.
Yes see attached

Restrooms (Portable). Name or entity providing these services; and the number of facilities to be provided. When restroom facilities are not provided on-site or are limited; the applicant will need to obtain and provide additional restroom facilities. If yes, please illustrate on required Site Map.

Name of Service: Portable restrooms and campground restroom

Quantity: _____

Refuse Service. Name or entity providing these services; and the number of trash cans and/or dumpsters to be provided. When refuse containers are not provided on-site or are limited; the applicant will need to obtain and provide additional refuse services. The city does not offer day-of service to empty trash cans, nor can refuse be placed in city-owned dumpster. If yes, please illustrate on required Site Map.

Name of Service: Portable trashcans provided by private citizens

Quantity: _____

Security Plans. Name or entity providing these services. (A police officer is required if alcohol is being served or at the discretion of the Police Chief).

Police will be asked to help with the lead of the race as in years past

Clean-Up Plans. (Describe in detail).

Area will be cleaned up and all garbage will be disposed of by volunteers

Live Entertainment. (Describe in detail).

NONE

Will any other public addressing system or sound amplification be used? ☒ YES ☐ NO

If yes, please describe.

Portable speaker system

Will any additional electrical services be needed? ☐ YES ☐ NO *If yes, cost may be associated.*

If yes, please describe.

NONE

If the event will be held on public property, please provide the following information:

☐ *Will tickets be sold for the event?* ☐ YES ☐ NO

☐ *Is a donation of any kind required?* ☐ YES ☒ NO

☐ *What is the purpose of the money that is collected?*

Depending upon the type of special event, some items may not be required or may be waived as part of the review process. Larger events may require additional information, in order to properly process the request.

APPLICANT SIGNATURE.

I declare that the information I have provided on this application is truthful and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of St. James to investigate and make whatever inquiries necessary to verify the information provided.

Applicant's Signature

Date

1-25-25

SPECIAL EVENT EQUIPMENT REQUEST FORM

City equipment can only be requested for special events open to the public.

Submittal Date: January 27th

EVENT INFORMATION.

Rail Road Days Rail Run

Event Name

June 19 2025

Date(s) of Event

Eric Kuehl

(507) 621-2759

Contact Person

Phone Number

EQUIPMENT INFORMATION.

St. James Salutators Railroad Museum Park

June 19 2025

1pm

Equipment Drop-Off Location

Date

Time

St. James Saluators Railroad Museum Park

June 20 2025

8 am

Equipment Pick-Up Location

Date

Time

Please identify the number of each item requested. The City of St. James Street/Parks Department will determine the availability of equipment for each event and reserves the right to deny requests. *The replacement of any broken or missing equipment will be invoiced to the event organizers.*

☒ Barricades: 6

☒ Construction Cones: 20

☒ Road Closed Signs: 3

☐ Garbage Cans: _____

☒ No Parking Signs: 15

☐ Picnic Tables: _____

Internal Use ONLY: Street/Park Department

Date Delivered: _____

Time: _____

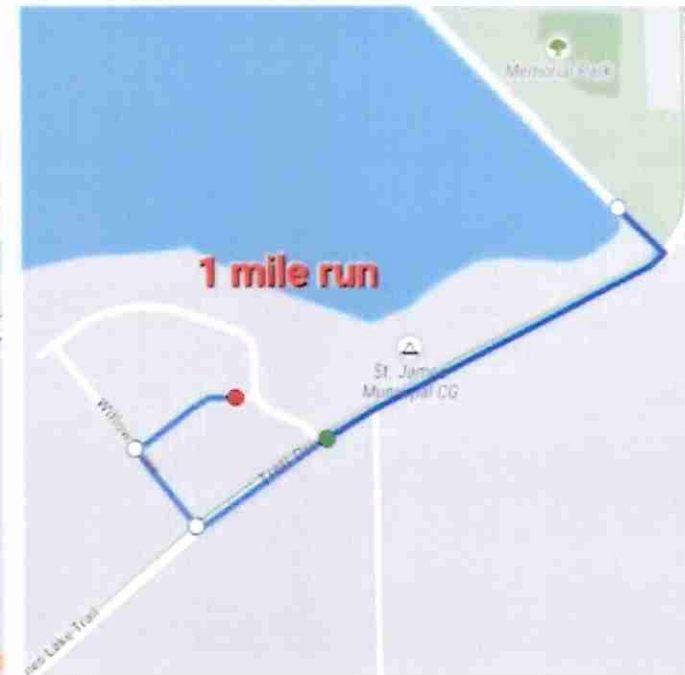
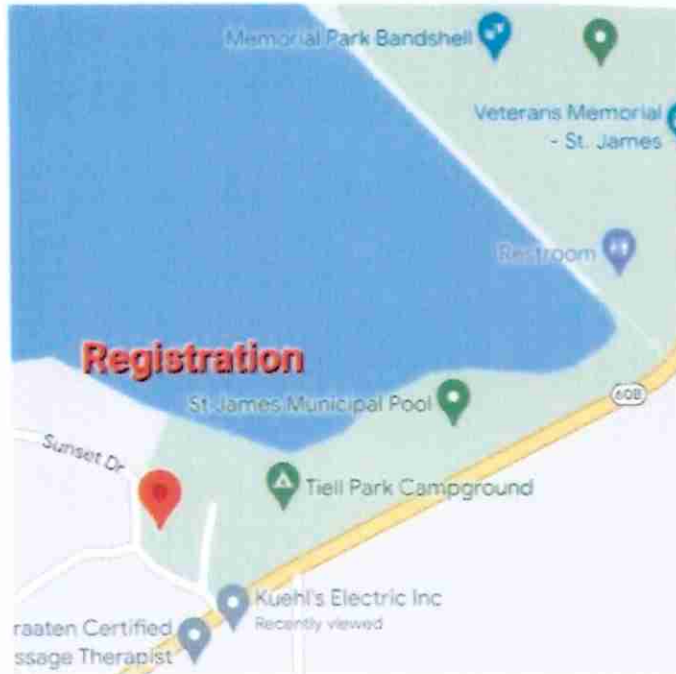
By: _____

Date Checked In: _____

Time: _____

By: _____







ST. JAMES RAIL RUN/WALK

JUNE 19, 2025



Welcome to the 41st Annual St. James, MN Rail Run. There are options for all ages and abilities. Race registration and courses begin in the St. James Salutators Railroad Museum Park.

- All participants receive: runner bib, bottled water and a healthy snack.
- Race T-shirt: Early Bird registration guarantees shirt & size on race day.
 - Registrations received after May 20 will not receive shirts on race day.
- \$5 Discount per participant, for groups of 5 or more, registered together.
- Race day registration & packet pick up: 5:30-6:30 pm.



Awards will be given to all Kid's Fun Run participants.

Medals are awarded to top 3 finishers in each category:

- 1 Mile Run - Men/Women: 12 & under, 13-15, 16-18, 19-24, 25-29, 30-39, 40-49 & 50+
4 Mile Run - Men/Women: 15 & under, 16-18, 19-29, 30-39, 40-49, 50-59, 60+

RUN FOR THOSE THAT CAN'T

Not everyone has the ability to participate in the Rail Run. Sign up to run for someone you know or we would be happy to provide you with a name of someone to run for. Please see the display to add a name of your loved one.

KID'S 1/2 MILE FUN RUN

Race begins at 6:30 pm
Kids 12 & under
Early Bird Registration with a shirt: \$15
Race only, no shirt: \$5
Awards will be given directly after the race.

4 MILE WALK

Walk begins at 7:15 pm
Course follows the bike trail around the lake
Early Bird: \$20
After May 20: \$25



1 MILE RUN

Race begins at 7:00 pm
Early Bird: \$20
After May 20: \$25

4 MILE RUN

Race begins at 7:45 pm
Course follows the bike Trail around the lake
Early Bird: \$20
After May 20: \$25

Register online to speed up race day check in

507-375-3333
RAILRUNSTJ@GMAIL.COM

RUNSIGNUP.COM/RACE/MN/SAINTJAMES/
STJAMESRAILRUN



PERMIT FEE: \$50.00

SPECIAL EVENT PERMIT APPLICATION

City of St. James
1205 6th Avenue South | PO Box 70
St. James, MN 56081
(507) 375-3241
<https://www.ci.stjames.mn.us>

If you are planning an event that requires a "Special Event Permit", please complete the application and any required supplemental forms. To ensure your application is processed quickly, be specific and complete in all responses. **Applications must be submitted at least 30-days prior to the event to be considered. Once the application is approved by City Council, no changes can be made to the event.**

ITEMS TO ACCOMPANY THE APPLICATION.

Required with ALL applications:

- ☒ Complete application form
- ☐ Refundable Cash Cleanup Deposit Fee - \$100.00
- ☐ Proof of Insurance or Certificate of Insurance
- ☐ Site Map – www.google.com/maps
- ☐ Approval Letter from the Property Owner; if on private property
- ☐ Proof of written notification to property owners within 350-feet of the special event; 10-days prior to event

Check all that apply:

- ☐ Alcohol will be served and/or sold at event:
 - ☐ License (may take up to 60-days to process)
 - ☐ Fees apply, amounts vary by license type
- ☐ Vendors will be present (food and/or merchandise):
 - ☐ Vendor List
- ☒ Event will occur on City Property:
 - ☐ Release and Indemnification Agreement

Supplemental information may be required by City Staff. Additional forms can be found on the City of St. James website or requested at St. James City Hall. Please note that additional required permits or licenses may take additional time to process.

OFFICE USE ONLY.*If there are any concerns or comments regarding the applications, those will be attached to the application.***POLICE CHIEF**Date Review: 2/10/2025Signature: Brendly R. Nitzberg☐ Approved ☐ Denied ☐ N/A**STREETS/PARK SUPERINTENDENT**Date Review: 2/9/25Signature: Chad Drake☒ Approved ☐ Denied ☐ N/A**LIGHT SUPERINTENDENT**

Date Review: _____

Signature: _____

☐ Approved ☐ Denied ☒ N/A**FIRE CHIEF**

Date Review: _____

Signature: _____

☐ Approved ☐ Denied ☐ N/A**AMBULANCE DIRECTOR**Date Review: 2/9/25Signature: Andy Zuma☒ Approved ☐ Denied ☐ N/A*Ambulance on scene
as able to staff***CITY CLERK/TREASURER**

Date Review: _____

Signature: _____

☐ Approved ☐ Denied ☒ N/A**COMMUNITY OUTREACH/MARKETING DIRECTOR**

Date Review: _____

Signature: _____

☐ Approved ☐ Denied ☐ N/A**CITY MANAGER**Date Review: 2/10/25Signature: Amanda Moll☒ Approved ☐ Denied ☐ N/A**CITY COUNCIL**

Date of Council Meeting: _____

☐ Approved ☐ Denied

February 18, 2025

ITEM: New Business – Resolution No. 02.25.01: Authorizing the Mayor and City Manager to Enter into the Service Agreement with SafeAssure

BACKGROUND: The attached resolution approves the 2025 Service Agreement with SafeAssure for the city's safety program.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 02.25.01

**RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO
ENTER INTO SERVICE AGREEMENT WITH SAFEASSURE**

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

Section 1: The St. James Mayor and City Manager is hereby authorized and directed to sign the Service Agreement with SafeAssure.

Adopted by the City Council this 18th day of February 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: February 18, 2025



WHAT SAFEASSURE WILL DO FOR THE CITY OF ST. JAMES

PROPOSAL/SERVICE AGREEMENT

INTRODUCTION/GENERAL INFORMATION

THIS AGREEMENT is effective the first day February 2025 for The City of St. James, St. James, Minnesota, herein referred to as The City of St. James and SafeAssure, 7505 93rd Ave NE Spicer, Minnesota, herein referred to as SafeAssure.

This proposal includes full service as described throughout this document to departments/employees stated within the schedule.

SafeAssure is a safety and OSHA compliance consulting company established on January 1, 1998, specializing primarily in Municipal, Construction, Manufacturing, and Medical operations.

SafeAssure has an A+ rating with the Better Business Bureau (BBB). A complaint has never been filed against SafeAssure.

SafeAssure currently provides full services to over 120 municipalities in Minnesota, any or all of which may be contacted for reference (a full list will be provided upon request).

Our employees are our largest asset. All SafeAssure on-site client services employees are individually trained through OSHA certification programs and by SafeAssure Education Systems prior to conducting classroom or consultation services. The SafeAssure training management system continually reviews OSHA Regulations/Statutes/Interpretations and confers with OSHA representatives on any new or revised regulations or statutes. Employees are continually evaluated on OSHA subject matter proficiencies.

SafeAssure employs 7 to 10 committed employees (depending on time of year), four of which operate mainly in the field. Although there is other support staff, key team members most directly servicing your specific organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paull (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (Consultant/Instructor) - Client Services
- Joe Brandt (Consultant/Instructor) - Client Services

CONSULTING SERVICES

(See also Training Schedule)

- All written programs/services that are produced by SafeAssure are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure will reimburse The City of St. James should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure. SafeAssure does not take responsibility for financial loss due to MNOSHA/OSHA fines that are not directly related to improperly written programs.
- SafeAssure will continuously monitor OSHA Standards and modify all safety related programs as needed to ensure updates meet OSHA regulations and statutes. These changes or additions, when made during an agreement year, will be made at no additional cost to the City of St. James.
- SafeAssure will be an advisor to the Safety Committee, reviewing OSHA Standards/Statutes and providing recommendations for accident and injury prevention as requested. SafeAssure representatives may also attend safety committee meetings when scheduled immediately before or after a scheduled training session (see schedule).
- SafeAssure will conduct simulated OSHA audits of facilities (buildings), recording deficiencies and making corrective recommendations. Audits will include pictures of noted deficiencies and recommendations. All city owned buildings where city employees work will be inspected upon request and at no additional costs.
- SafeAssure will provide answers to all OSHA questions submitted by department Supervisors (or other persons as allowed by management). Unlimited Consulting.
- In the event of an actual OSHA inspection, a SafeAssure employee will directly assist during the inspection process. SafeAssure will be with you all the way, including a presence at the OSHA closing conference and/or citation contesting hearings when requested.
- SafeAssure will assist you in the event of a serious work-related employee injury or death including OSHA correspondence and negotiations.
- SafeAssure will provide an “ALERT” system that allows SafeAssure to quickly inform clients (through email) of any information that is pertinent to the safety of employees and/or OSHA compliance.
- SafeAssure will provide access to an SDS database specific to the City of St. James through Velocity/Accelerate. The SDS database related services provided (amount of SDS and use) will be unlimited.

TRAINING SERVICES

(See also Training Schedule)

- SafeAssure clients may utilize multiple training formats and techniques including but not limited to:
 - On-site training with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
 - Online training through video/question-answer as well as client-specific OSHA safety information.
- SafeAssure provides online safety training and complete documentation of individual employee training on required subjects for employees directed by management to do online training (such as new employees or employees who missed on-site training).
- All documents and classroom training produced by SafeAssure for The City of St. James are for the sole and express use by The City of St. James and its employees and not to be shared, copied, recorded, filmed, digitized, or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure.
- All programs, policies, training, and procedures referenced on the following page **do not** include the cost of hardware such as labels and signs. It will be the responsibility of The City of St. James to obtain this hardware as required to comply with OSHA standards.
- All time spent consulting, answering questions, and assisting with OSHA inspections both on and off-site are part of the agreement services and are included (see also schedule).
- Any additional classroom hours separate from the agreement and schedule will be billed and eligible for all “current client” discounts offered by SafeAssure. These hours (if any) will only be allowed upon approval of the City of St. James management representative.
- Training subject matter will include but will not be limited to the provided annual schedule.

of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces

Subpart E - Means of Egress

Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms

Subpart G - Occupational Health and Environmental Control

Subpart H - Hazardous Materials

Subpart I - Personal Protective Equipment

Subpart J - General Environmental Controls

Subpart K - Medical and First Aid

Subpart L - Fire Protection

Subpart M - Compressed Gas and Compressed Air Equipment

Subpart N - Materials Handling and Storage

Subpart O - Machinery and Machine Guarding

Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.

Subpart Q - Welding, Cutting, and Brazing.

Subpart S - Electrical

Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions

Subpart D - Occupational Health and Environmental Controls

Subpart E - Personal Protective and Life Saving Equipment

Subpart F - Fire Protection and Prevention

Subpart G - Signs, Signals, and Barricades

Subpart H - Materials Handling, Storage, Use, and Disposal

Subpart I - Tools - Hand and Power

Subpart J - Welding and Cutting

Subpart K - Electrical

Subpart L - Scaffolds

Subpart M - Fall Protection

Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors

Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations

Subpart P - Excavations

Subpart V - Power Transmission and Distribution

Subpart W - Rollover Protective Structures; Overhead Protection

Subpart X - Stairways and Ladders

Subpart Z - Toxic and Hazardous Substances

Applicable MN OSHA 5205 Rules

Applicable MN OSHA 5207 Rules

Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

SAFEASSURE INSURANCE SPECIFICS

COMMERCIAL GENERAL LIABILITY	EACH OCCURANCE	1,000,000
	DAMAGE TO RENTED PREMISIS (EA OCCURANCE)	300,000
	MED EXP (ANY ONE PERSON)	10,000
	PERSONAL & ADV INJURY	1,000,000
	GENERAL AGGREGSTE	2,000,000
	PRODUCTS-COMP/OP AGG	2,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE UNIT (EA ACCIDENT)	1,000,000
UMBRELLA LIABILITY/EXCESS LIABILITY	EACH OCCURANCE	1,000,000
	AGGREGATE	2,000,000
WORKERS COMPENSATION	EACH ACCIDENT	500,000
	DISEASE-EACH EMPLOYEE	500,000
	DISEASE-POLICY LIMIT	500,000
PROFESSIONAL LIABILITY		1,000,000

SafeAssure agrees to provide, at the time of execution of this agreement, The City of St. James (upon request) with a current Certificate of Insurance with the above coverage lines.

Service Agreement-Signature Page

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees that The City of St. James will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly and in perpetuity releases and discharges The City of St. James and its agents, members, officers, employees, heirs, and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless The City of St. James, its agents, members, and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure is an independent contractor of The City of St. James, and nothing in this agreement shall be considered to constitute the relationship of an employer/employee.

In consideration of this signed agreement, for the period of **12 months** from February 1, 2025, SafeAssure agrees to provide The City of St. James the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see attached 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of St. James.

If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work as to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by aforementioned services and schedule to be paid in full (total each year as stated below) by the agreement start date of February 1, 2025 (or at a later date approved by SafeAssure or due date stated within the produced invoice).


1 YEAR TOTAL COST	\$10,835.29
SDS SERVICES (SDS ON-LINE)	(included)

TOTAL ANNUAL	\$10,835.29
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IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of St. James Date

X _____
The City of St. James Date

X  _____
President-SafeAssure 020125
Date

February 18, 2025

ITEM: New Business – Resolution No. 02.25.02: Authorizing the City Manager to Enter into the Ambulance Service Billing Agreement with Midwest EMS Billing

BACKGROUND: The attached resolution approves the Ambulance Service Billing Agreement with Midwest EMS Billing.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 02.25.02

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AMBULANCE SERVICE BILLING AGREEMENT WITH MIDWEST EMS
BILLING**

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

Section 1: The St. James City Manager is hereby authorized and directed to sign the Ambulance Service Billing Agreement with Midwest EMS Billing.

Adopted by the City Council this 18th day of February 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: February 18, 2025

Ambulance Service Billing Agreement

Midwest EMS Billing, LLC

And

City Of St. James

This agreement for service commencing on _____ between City of St. James a (“CUSTOMER”) and Midwest EMS Billing, LLC (“CONTRACTOR”) shall specify the billing services the CONTRACTOR will provide to the CUSTOMER.

1. CONTRACTOR SERVICES AND OBLIGATIONS

1.1 The CONTRACTOR agrees to provide and furnish ambulance billing services for the accounts receivable of the CUSTOMER as follows:

1.1.1 Preparation of initial and the appropriate follow up statements for all accounts and mailing to responsible parties.

1.1.2 Review of each PCR to apply appropriate diagnosis, CPT and Procedure codes includes submission of claims to all insurance companies, including Medicare, Medicaid, VA, commercial and private insurance providers in compliance with CMS rules and regulations.

1.1.3 Processing and assisting individuals with accounts and with third party insurance payments (private insurance) in order to coordinate payment to the CUSTOMER.

1.1.4 Issue up to two (2) billing statements on each account and one (1) Final Notice

1.1.5 Perform telephone follow-up calls on accounts to patients, insurance carriers, or other facilitators to ensure reasonable collection efforts have been attempted. This would include the use of internet resources when applicable.

1.1.7 All accounts where a final notice (90 days) has been issued and no payment(s) received will be returned to the CUSTOMER or Per CUSTOMER authorization refer to a designated collection agency or law firm delinquent accounts which have failed to have payment activity after the delinquent account letter was mailed.

1.1.8 All accounts authorized for collection agency or law firm handling and as permitted under MN State Statute 270 A, shall be submitted to the Minnesota Department of Revenue and certified for collection per the Minnesota Revenue Recapture Act by CUSTOMER.

1.1.9 Furnish to the CUSTOMER a monthly accounting of all charges and revenue statements handled during the month. CUSTOMER may request additional or customized reports at an additional cost per report.

1.1.10 Respond to inquiries from individuals who have received ambulance services which are related to their accounts and balances due.

1.1.11 Forward complaints and all pertinent written comments received regarding the CUSTOMER to the CUSTOMER'S designee.

1.1.12 Perform and maintain a computer back-up of accounts receivable records on a daily basis.

1.1.13 At the termination of this agreement, return to the CUSTOMER all accounts receivable records and billing information as provided by the CUSTOMER over the course of the billing agreement(s).

1.1.14 Train and, where required, license CONTRACTOR personnel to provide

services hereunder and to provide such services in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authority. CONTRACTOR will obtain all necessary certificates, permits and licenses at CONTRACTOR'S sole expense and, upon request, provide the CUSTOMER with evidence thereof.

1.1.15 Maintain a general liability insurance policy with a contract liability rider of \$2,000,000 annual aggregate and \$1,000,000 per occurrence, which amounts and policy are subject to change as deemed commercially reasonable by CONTRACTOR or CONTRACTOR'S insurance company. The CUSTOMER shall be named as an additional insured on the policy.

2. CUSTOMER OBLIGATIONS

2.1 The CUSTOMER agrees to provide and furnish the CONTRACTOR the following: *As shown in Schedule A*

2.1.1 Information required by the CONTRACTOR to properly bill the accounts. Information shall be in the form of legible electronic Patient Care Reports.

2.1.2 When available, hospital admission face sheets including insurance information and other information, including patient signatures, which may be available and legally obtainable for individuals receiving ambulance service when necessary for billing purposes, physician certified statements (PCS) and advance beneficiary notice (ABN) when applicable. See Schedule A for detailed list

2.1.3 Information that is necessary regarding collection for accounts that remain delinquent after the CONTRACTOR has provided billing services.

2.1.4 Payment as required under Article Three of this agreement.

3. PAYMENT FOR SERVICES

3.1 The CUSTOMER agrees to pay for services performed by the CONTRACTOR at the rate of \$35.00 per each incident provided by CUSTOMER to CONTRACTOR. The CUSTOMER agrees to pay for services by the CONTRACTOR at the rate of \$20.00 for each Record Request completed. Pricing will be reviewed and potentially adjusted every 2 years.

3.2 The CONTRACTOR shall invoice the CUSTOMER on a monthly basis for services rendered and payment of each invoice shall be due within 30 days of the date of the invoice.

4. TERM, DEFAULT, AND TERMINATION

4.1 This agreement shall be effective on the date first mentioned above and shall extend through and include 2years unless terminated prior to that date pursuant to this Article Four.

4.2 If any one or more of the following occurs: (1) a payment due from CUSTOMER to CONTRACTOR shall be and remain unpaid in whole or in part for more than sixty (60) days after same is due and payable; (2) CUSTOMER shall violate or default on any of the other covenant agreements, stipulations or conditions herein and such violation or default shall continue for a period of ten (10) days after written notice from CONTRACTOR of such violation or default; then it shall be optional for CONTRACTOR, without further demand or notice, to terminate this agreement and the said term ended and CONTRACTOR shall not be liable for damages by reason of such termination; but notwithstanding termination by CONTRACTOR, the liability of CUSTOMER for the payments provided herein shall not be relinquished or extinguished for the services provided prior to termination. CUSTOMER shall be responsible for, in addition to the payments agreed to be paid hereunder, reasonable attorneys' fees and costs incurred by CONTRACTOR to enforce the provisions of this Agreement or to collect the payments due CONTRACTOR hereunder.

4.3 Each right or remedy of CONTRACTOR provided for in this agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this agreement now or hereafter existing at law or in equity or by statute or otherwise.

4.4 CONTRACTOR shall not be deemed to be in default under this agreement until

CUSTOMER has given CONTRACTOR written notice specifying the nature of the default and CONTRACTOR does not cure such default within (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

4.5 CUSTOMER or CONTRACTOR may terminate this agreement for any reason upon 60 days written notice, at which time all outstanding payments due from CUSTOMER to CONTRACTOR shall become immediately due and payable.

5. INDEMNIFICATION

5.1 Each party agrees that it shall protect, indemnify and hold harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the other in any suit, including appeals, for loss or damage to property caused by the negligent acts or omissions of the indemnifying party, its agents or employees, in connection with or as a result of this agreement, the performance of either party's obligations hereunder or the performance of services governed by this agreement. Neither party shall be required to reimburse, defend or indemnify the other party for loss or claim due to the negligence of such other party. In case of joint or concurrent negligence of the parties giving rise to a loss or claim against either one or both, each shall have full rights of contribution against the other.

5.2 Each party shall promptly notify the other party of the assertion of any claim against which the party is indemnified by the other party.

6. GENERAL PROVISIONS

6.1 Nothing in this agreement is intended or shall be construed to create an employer - employee relationship, a partnership, a joint venture, or a lessor-lessee relationship between the parties.

6.2 Each party understands and agrees that it is responsible for payment of the wages, salaries and benefits of its own employees and that the other party shall not pay or withhold any sums for income tax, unemployment insurance, workers compensation premiums, social security or any other withholding required by law or any other agreement.

6.3 This agreement shall be interpreted, construed and governed by the laws of the State of Iowa.

6.4 This agreement may be amended or modified only in writing and signed by both parties.

6.5 This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of the CUSTOMER and the CONTRACTOR and their respective successors and assigns.

6.6 This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one agreement.

6.7 Any notice required or permitted under this agreement shall be deemed sufficiently given or served if e-mailed to chris@midwestemsbilling.org or sent by United States mail, addressed as follows:

If to CONTRACTOR to:

MIDWEST EMS Billing, LLC

Christopher Bodensadt

Po Box 8

West Branch, IA 52358

If to CUSTOMER to: **City of St. James**, 1205 6th Ave S, St. James MN, 56081

CONTRACTOR and CUSTOMER shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Invoices sent by CONTRACTOR to CUSTOMER shall be sent via regular mail to the address set forth above, as may be changed from time to time by CUSTOMER or by email as designated by the CUSTOMER.

6.8 If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. No receipts or acceptance by CONTRACTOR from CUSTOMER of less than the monthly payments herein stipulated shall be deemed to be other than a partial payment on account for

any due and unpaid amounts; no endorsement or statement of any check or any letter or other writing accompanying any check or payment of rent to CONTRACTOR shall be deemed an accord and satisfaction, and CONTRACTOR may accept and negotiate such check or payment without prejudice to CONTRACTOR's rights to (i) recover the remaining balance of such unpaid amounts or (ii) pursue any other remedy provided in this agreement. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

7 HIPAA BUSINESS ASSOCIATE ADDENDUM

The attached updated HIPAA Business Associate Addendum is incorporated herein in order to satisfy the requirements of the final and/or amended regulations in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed on its behalf by its duly authorized officer or other representatives on this _____ day of _____, 20____.

City of St. James

MIDWEST EMS Billing, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Schedule A

EMS Provider signatures on all patient care reports including Non Transports

Patient Signature per Medicare guidelines

Facesheet with insurance/demographics

Guarantor information for all minor patients

Complete and Accurate Physician Certified Statements for all non emergent interfacility transports

ALS run reports and/or documentation of ALS intervention by ALS provider for all ALS intercept runs

Advanced Beneficiary Notice when applicable

February 18, 2025

ITEM: New Business – Resolution No. 02.25.03: Amending 2025 Fee Schedule

BACKGROUND: The attached resolution amends the 2025 Fee Schedule to include an additional liquor permit in the amount of \$125.00. This permit is for a consumption and display.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 02.25.03

RESOLUTION AMENDING THE 2025 FEE SCHEUDLE

WHEREAS, fees and charges are assessed for various services for the City of St. James; and

WHEREAS, the St. James City Council approved Resolution 01.25.06 adopting a schedule of fees and charges for various services, licenses and permits for the City of St. James; and

WHEREAS, the City Council of the City of St. James, Minnesota resolves to amend the following scheduled of fees and charges for the calendar year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, that the City of St. James City Council hereby approves the following amendment to the schedule of fees and charges for various services, licenses, and permits listed in Appendix A.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that whenever a provision of this Resolution is in conflict with the St. James City Code, it is the intent of the City Council that the Code shall prevail.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that this Resolution shall supersede any previous measures of the City Council that sets, establishes, or fixes a specific amount for such fees, charges, and utility rates.

Adopted by the City Council this 18th day of February 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: February 18, 2025

APPENDIX A:**2025 FEE SCHEDULE**

	2025	2025 Amended
LIQUOR LICENSE		
On Sale Liquor	\$1,000.00	\$1,000.00
Sunday Liquor	\$100.00	\$100.00
On Sale 3.2	\$125.00	\$125.00
Off Sale 3.2	\$50.00	\$50.00
On Sale Wine	\$125.00	\$125.00
Consumption and Display Permit	\$0.00	\$125.00
Brewer Off Sale - BRPFSL	\$200.00	\$200.00
Sunday Off Sale - BROSFL	\$40.00	\$40.00
Tap Room on Sale - TRONSS	\$250.00	\$250.00
Tap Room on Sale Sunday	\$40.00	\$40.00
New license inspection fee 3.2 beer	\$25.00	\$25.00
New license inspection fee beer/wine	\$75.00	\$75.00

February 18, 2025

ITEM: New Business – Resolution No. 02.25.04: Declaring the Official Intent of the City of St. James to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City

BACKGROUND: The attached resolution approves the reimbursement of expenditures by the city for the Improvements associated to the 7th Street South, 13th Avenue South, and Ring Road projects.

STAFF RECOMMENDATION: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 02.25.04

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF ST. JAMES TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of St. James expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond; and

WHEREAS, the City has determined to make this declaration of official intent (the “Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, hereby approves the following:

Section 1: The City of St. James proposes to undertake the following projects (the “Project”).

7th Street South, 13th Avenue South, and Ring Road Improvement Projects

Section 2: The City of St. James reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of bonds in an estimated maximum principal amount of \$1,550,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

Section 3: This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of the lesser of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of 20

percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

Section 4: This Declaration is an expression of the reasonable expectations of the City of St. James based on the facts and circumstances known to the city as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such Project expenditures.

Section 5: This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

(The remainder of this page is intentionally left blank.)

Adopted by the City Council this 18th day of February 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: February 18, 2025

February 18, 2025

ITEM: New Business – Resolution No. 02.25.05: Appointing Airport Engineer for the City of St. James Municipal Airport (JYG)

BACKGROUND: The attached resolution appoints Bolton and Menk, Inc as the Airport Engineer for the City of St. James Municipal Airport (JYG).

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 02.25.05

**RESOLUTION APPOINTING AIRPORT ENGINEER FOR THE CITY OF ST.
JAMES MUNICIPAL AIRPORT (JYG)**

WHEREAS, the City of St. James owns the City of St. James Municipal Airport (JYP); and

WHEREAS, the City of St. James applies for and is a regular recipient of FAA Airport Improvement Programming funding; and

WHEREAS, to maintain eligibility for AIP funding, the City of St. James Municipal Airport must follow a specific process to hire a consultant for the planning and development of public-use airports; and

WHEREAS, the Airport Board of Commissioners, in concert with the City Manager and Street Superintendent have gone through the required selection process referred to as the Request for Qualifications process and has, after completion of the process, recommended that the City of St. James appoint the Bolton and Menk, Inc team for the planning and development of the City of St. James Municipal Airport (JYG).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, hereby approves the recommendation of the Airport Board of Commissioners to appoint of Bolton and Menk, Inc as the City Airport Engineer.

Adopted by the City Council this 18th day of February 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: February 18, 2025

February 18, 2025

ITEM: New Business – Resolution No. 02.25.06: Accepting Consulting Agreement between Frontier Energy and Region Nine Development Commission for Energy Audits on Certain City Facilities

BACKGROUND: The attached resolution accepts the agreement between Frontier Energy and Region Nine Development Commission to conduct energy audits on St. James City Hall, Watonwan County Multicultural Center, St. James Fire Hall, St. James Community Building, St. James Liquor Store, and the St. James Police Station.

STAFF RECOMMENDATION: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 02.25.06

**RESOLUTION ACCEPTING THE CONSULTING AGREEMENT BETWEEN
FRONTIER ENERGY, INC AND REGION NINE DEVELOPMENT
COMMISSION FOR ENERGY AUDITS TO BE PERFORMED ON CERTAIN
CITY FACILITIES**

WHEREAS, Region Nine Development Commission on behalf of the City of St. James shall engage Frontier Energy to provide consulting services; and

WHEREAS, Frontier Energy desires to provide services to Region Nine Development Commission for energy audits on certain city facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, hereby accepts the consulting agreement between Frontier Energy, Inc and Region Nine Development Commission for energy audits on certain city facilities.

Adopted by the City Council this 18th day of February 2025.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: February 18, 2025



February 11, 2025

Agreement for Services

Between

Client:

Sabri Fair
Region Nine Development Commission
3 Civic Center Plaza, Suite 310
Mankato, MN 56001
(507) 389-8886
sabri@rndc.org

and

Consultant:

Frontier Energy, Inc.
7935 Stone Creek Dr. Suite 140
Chanhassen, MN 55317

A. Project Overview

The constant (Frontier Energy) will complete electrical energy audits and CenterPoint Natural Gas Energy Audits (NGEAs) for the client (Region Nine Development Center, working on behalf of the City of St. James) at the following St. James City Buildings; St. James City Hall, Watonwan County/St. James Library, St. James Fire Hall, St. James Community Building & Princess Theater, St. James Liquor Store, and St. James Police Department.

Frontier Energy proposes a total cost of \$10,000 + \$200 NGEA application per location + mileage expenses from our Chanhassen, MN office. Additional details about services and fees are included in Exhibit A.

Project Completion Date: 6/30/2025

Recitals

- A. Client desires to engage Consultant to provide consulting services.
- B. Consultant desires to provide consulting services to Client for the Project.
- C. Client desires to retain Consultant to provide certain consulting services, as set forth in Exhibit A ("Scope of Work"), and Consultant desires to provide such services to Client, all pursuant to the terms and conditions set forth herein.

Agreement

This Agreement for Services ("Agreement") is by and between Client and Consultant, each having a place of business at the addresses set forth above. Client and Consultant may individually be

referred to herein as a “Party” and collectively as the “Parties”. In reference to Recitals A through C above, which are incorporated herein, and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall terminate on the Termination Date as described in Section 3 of this Agreement. Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
2. Fees. Client shall pay all charges, as detailed below and Exhibit A, within thirty (30) days after receipt of a written invoice therefore. A 1 ½% monthly rebilling charge will be added to past-due invoices. The Scope of Work and Fees attached to this Agreement as **Exhibit A** is incorporated herein by this reference, as may be amended from time to time by mutual written agreement of the Parties.
3. Termination. This Agreement shall continue in effect until the Termination Date which can occur as follows:
 - 3.1 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:
 - (A) The day immediately following the Project Completion Date (the “**Termination Date**”) where this Agreement has not been expressly extended in writing by the Parties;
 - (B) Bankruptcy or insolvency of either Party;
 - 3.2 Right to Terminate this Agreement without Cause. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party (the “**Termination Notice**”). The Parties’ obligations hereunder shall terminate on the date that is thirty (30) days after the date of the Termination Notice (the “**Termination Date**”). Upon any such termination, Consultant shall be entitled to receive, and Client shall be obligated to pay, all fees for services rendered by that date.
4. Assignment. Client shall not assign, delegate or transfer its rights, obligations or interests under this Agreement without the prior written consent of Consultant which will not be unreasonably withheld.
5. Indemnification. Consultant shall indemnify, defend and hold Client, its principals, officers, directors, shareholders, and employees (the “**Client Parties**”) harmless from and against any and all liabilities resulting from third party claims for loss, damage or injury to persons or property (“**Liabilities**”) arising from the negligence or misconduct of Consultant, including any Liabilities arising from breach of this Agreement; provided, however, that Consultant’s total liability under this Agreement shall be limited to the amount of the fees paid by Client pursuant to the Fee Schedule. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Consultant’s indemnity obligation as set forth in this Section shall survive the termination of this Agreement for a period of six (6) months. In no event shall Consultant be liable to Client for (A) any lost profits, consequential or punitive damages in connection with this Agreement, (B) any Liabilities arising from the negligence or willful misconduct of the Client Parties, or (C) any Liabilities arising from the mere discovery and reporting by Consultant (as may be required by law) of any environmental or construction defects.
6. Miscellaneous Provisions.

- 6.1 Interpretation. This Agreement sets forth the entire agreement of the Parties concerning the subject matter hereof, and this Agreement supersedes any and all prior negotiations, discussions, and agreements. Any prior agreements, promises, or negotiations not expressly set forth in this Agreement are of no force and effect. Any oral representations of modifications concerning this agreement shall be of no force or effect, except for a subsequent modification in writing signed by the Party against whom enforcement is sought. This Agreement has been drafted by a joint effort of the Parties and shall be interpreted without regard to which Party is the drafting Party, and each Party waives the benefit of any law or judicial decision providing otherwise. The term “including,” shall be deemed to mean “including without limitation.”
- 6.2 Successors and Assigns. This Agreement shall inure to, and be binding upon, the respective assigns and successors in interest of the Parties hereto.
- 6.3 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic and facsimile signatures on this Agreement shall constitute original signatures of the Parties.
- 6.4 Compliance with Laws. The Parties shall each comply with all rules, orders, determinations, laws and ordinances of any federal, state or local authority having or exercising jurisdiction over the subject matter of this Agreement.
- 6.5 Survival of Terms. All representations, warranties and indemnification made or given by each of the Parties hereto pursuant to this Agreement and all causes of actions, rights and remedies which the Parties may have as a result of a breach of any provision of this Agreement, shall survive any termination of this Agreement, unless otherwise set forth herein.
- 6.6 Governing Law. This Agreement shall be governed by the procedural and substantive law of the State of Minnesota, excluding its conflicts of law principles.
- 6.7 Third Party Rights. No rights hereunder shall accrue to the benefit of any person or entity not a Party hereto, except as expressly set forth herein.
- 6.8 Waiver. The waiver by either Party of any breach or violation of, or default under, any provision of this Agreement shall not be deemed a continuing waiver by such Party of any other provision or of any subsequent breach or violation of this Agreement or default hereunder.
- 6.9 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 6.10 Headings. The section headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- 6.11 Force Majeure. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, insurrection, war, lockouts, accidents, or other events beyond the other’s control.
- 6.12 Notices. Any and all notices provided for herein shall be in writing and shall be delivered personally, by reputable overnight courier, electronically with confirmation of delivery, United States mail, certified with return receipt requested, postage, and addressed as follows:

If to Consultant: Frontier Energy, Inc.
PO Box 530293
Atlanta, GA 30353-0293
612-598-8743

If to Client: Region Nine Development Commission
3 Civic Center Plaza, Suite 310
Mankato, MN 56001
(507) 389-8886
Attn: Sabri Fair

Such notices shall be deemed received when delivered or rejected, but notices delivered after 5:00 p.m. shall not be considered delivered until the next business day. Either Party may change its address for the purpose of this Section by giving at least five (5) days prior written notice of such change to the other Party in the manner provided herein.

- 6.13 Amendments. This Agreement may be amended, in whole or in part, only by further written agreement duly executed by each of the Parties hereto.
- 6.14 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by this reference and made a part of this Agreement as if fully set forth herein. The following constitute the exhibits to this Agreement:

Exhibit A – Scope of Work and Fees

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below (“Effective Date”).

CONSULTANT:

Frontier Energy, Inc.,

By: Matt Haley

Its: Vice President

Dated: _____

CLIENT:

Region Nine Development Commission

By: Sabri Fair

Its: Environment & Sustainability Planner

Dated: _____

Exhibit A – Scope of Work and Fees

Project Description

The Services to be performed are:

Electrical energy audits and CenterPoint Natural Gas Energy Audits will be completed by Frontier Energy auditors at each of the following City of St. James buildings, St. James City Hall, Watonwan County/St. James Library, St. James Fire Hall, St. James Community Building & Princess Theater, St. James Liquor Store, and St. James Police Department. Electric and natural gas reports will be written for each location, detailing energy usage, energy efficiency recommendations for energy end users, and payback analysis. A final presentation will be scheduled with the customer to review audit results. Additional project details and deliverables are included in the Scope of Services.

Scope of Services

Project Tasks & Deliverables

Consultant shall perform the following Tasks and produce the Deliverables below:

Electrical energy audits and NGEAs at the following locations:

- St. James City Hall
- Watonwan County/St. James Library
- St. James Fire Hall
- St. James Community Building & Princess Theater
- St. James Liquor Store
- St. James Police Department

As part of the NGEA program, these locations will receive free natural gas direct installs that include:

- Low flow faucets
- Low flow shower heads
- Door sweeps

As part of the electrical audits and NGEAs, the following will be provided:

- Benchmarks of all the utilities in each building
- End use analysis to show where the energy is being used
- Recommendations for different energy end users
- Energy use trend evaluations
- Upcoming project payback analysis
- Presentation to discuss results
- Simple analysis document to compile all findings

Project Timeline

Consultant shall perform the Services and provide the Deliverables by the following dates:

- Electrical audits and NGEAs to be completed by April 1st, 2025
- Final deliverables, as outlined in the above Scope of Services, to be completed by June 30th, 2025

Location of Services to be Performed

Consultant shall provide the Services in the following locations:

On-Site: St. James City Hall, 1205 6th Ave. S., St. James, MN 56081; Watonwan County/St. James Library, 125 5th St. S., St. James, MN 56081; St. James Fire Hall, 315 11th St. S., St. James, MN 56081; St. James Community Building & Princess Theater, 505 1st Ave. S., St. James, MN 56081; St. James Liquor Store, 119 1st Ave. S., St. James, MN 56081; St. James Police Department, 124 Armstrong Blvd. S., St. James, MN 56081

Off-Site: 7935 Stone Creek Dr., Suite 140, Chanhassen, MN 55317

Key Personnel

1. Alexandra Blair, Program Coordinator
2. Benjamin Lehman, Senior Program Coordinator
3. Sarah Brackett, Program Associate

Compensation Schedule

\$10,000 + \$200 per NGEA performed shall be payable in consideration of the provision of the Services pursuant to this Scope of Work. Mileage charges will be billed at the applicable IRS mileage rate from Frontier Energy's Chanhassen, MN office.

February 18, 2025

ITEM: New Business – Purchase Request: Generator

BACKGROUND: The Wastewater Department is requesting to purchase a new generator to replace the current generator. The current diesel generator was installed in 1991 and has served its lifetime with the city. The request comes as expensive repairs are needed.

The new generator would run on natural gas, which would be a cleaner method to burn fuel, opposed to the previous diesel generator.

We have received quotes from WinCo Generator for \$198,706 and Blue Star Generator for \$189,610. The current lead times are 38 and 40 weeks respectively. Recommendation is for the Blue Star Generator.

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

STAFF RECOMMENDATION: Approve/Deny Purchase Request.



GENERATOR SYSTEM SERVICES, INC.
111 STATE HWY 22 S
MAPLETON MN 56065 USA

Quote: 36250

Project: 500KW NG 480V WITH MOTORIZED LOUVERS

Quote Date: 2/7/2025

Company:

Quoted By: TIM MILLER

Name:

Phone:

Phone:

Special Instructions

LEAD TIME 38 WEEKS

G502	PSS500B4, 500KW 625KVA, ESP, 277/480V, 1800RPM, 60HZSOUND ATTENUATED ENCLOSURE , LEVEL 2, WINTERPAK, SINGLE BREAKER, 100% RATED ABB 800A, DSE7310, PSI 21.9L HO NG EMERGENCY STANDBY ENGINE 570KW@ 764HPGENERATOR END, STAMFORD HCI534D (515KW @ 125/40C 480V), GROUP 8D 1200ACCA START BATTERIES, HOT START BLOCK HEATER CL1301110-200 240V 1PH, MOTORIZED INTAKE LOUVERS & GRAVITY DISCHARGE AIR, BASIC 10A CHARGER, DSE9470 MKII, 100A 120/240V 1PH LOAD CENTER FOR SHORE POWER, LED LIGHT KIT WITH ON/OFF SWITCH 24VDC, WARRANTY: 2 YEARS/ 1000 HOURS	1	\$198,705.95
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Misc. Charges

QUOTE - Summary

Net Quote: \$198,705.95

Shipping Charges: TBD

Total Quote: \$198,705.95

de Sales Tax or Freight unless otherwise noted in quote!

Terms & Conditions

This quote is valid for a period of 30 days.

This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.

Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.

All extended piping, wiring, or other than listed above is performed by "others".

Seller is not quoting, offloading or unit installation.

Quoted prices include normal testing, packaging, and instructional literature.

It is the responsibility of the Installer/End user to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.

New Unit Start-up and Operator Instruction is included in sell price (unless noted otherwise).

To accept this proposal and purchase please sign, date the bottom of the quote and return to GSS. Make any special notes and provide PO if required.

The quote when signed and returned will initiate the equipment order and act as a purchase agreement.

Signature: _____ Date: _____

PO Number: _____

Ship To: _____

BLUE STAR

Power Systems Inc.

Sales Quote

Quote Date: 2/10/2025 8:09:00 AM
 Quote Number: 0116493-1
 Project Title: St James WWTP NG500-02
 Prepared for: Generator System Services

Distributed by:



Unit Model	NG500-02	Standby / Prime	Emergency Stationary Standby
kWe Rating	500 kWe	UL 2200 Listed	Yes
Fuel	Natural Gas [NG]	CSA Approved	Yes
EPA	Certified	Paint Color	Gray

Fuel System: Natural Gas

Fuel System Options: Dry Fuel Strainer - Send Loose
Fuel Plumbed to Base

Engine Model: PSI 21.9LHO 500kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: 480/277V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford HCI534D 12 Lead Wired 480V 3 Phase High Wye 125°C Rise Over 40°C Ambient

Voltage Regulator: Stamford MX321 Automatic Voltage Regulator with PMG Excitation

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options: Low Water Level Sensor with Shutdown
Break Glass E-Stop Station - Send Loose

Unit Color: Gray

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated 14 Gauge Steel
Rugged and Durable 200 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed
Louvered Intake and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Structural Steel Base with Mounting and Lifting Holes
Includes Pad Type Vibration Mounts to Isolate Unit from Mounting Surface

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure
(2) Interior DC Lights Mounted and Wired with Timer Switch
Gravity Exhaust Louver Mounted
Load Distribution Center for Single Point Accessory Wiring
Motorized Intake Louver (Power Close/Spring Open) Mounted and Wired

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 800 Amp 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 5000W 240VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer:	Catalyst Mounted to Engine - Provides Silencing Function
Battery:	24 Volt System with Racks & Cables
Battery Charger:	Battery Charger Not Included
Factory Test:	Standard Commercial Testing Includes: Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
Owner's Manual:	Print Copy (Qty 1)
Warranty:	2 Year / 2000 Hour Limited

Notes: Battery Charger Supplied By GSS (24VDC Dual 4A)

Additional Options (Not Included in Price): Freight to be determined. **\$0.00**

Unit Price (QTY 1)	\$189,610.20
Freight	Not Included
Installation	Not Included
Startup	Not Included
Sales Tax	To Be Determined

Total Price **\$189,610.20**

Payment Terms: Due Upon Receipt
Lead Time: 40 Weeks (Contingent on component availability)

Terms & Conditions

- This quote is valid for a period of 30 days.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, job site startup, personnel instructions, field testing, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.

Distributor Terms & Conditions

New Unit Start-up and Operator Instruction is included in sell price (unless noted otherwise).

To accept this proposal and purchase please sign, date the bottom of the quote and return to GSS. Make any special notes and provide PO if required.

The quote when signed and returned will initiate the equipment order and act as a purchase agreement.

Signature: _____ Date: _____

PO Number: _____

Ship To: _____

February 18, 2025

ITEM: New Business – New Hire: Daniel Rotert, Full-Time Water Foreman

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

STAFF RECOMMENDATION: Approve/Deny Employment.

February 18, 2025

ITEM: New Business – Proposed Ordinance 26, 4th Series Amending Chapter §90.006 of the St. James City Code Pertaining to Public Nuisance

BACKGROUND: Please see the attached proposed ordinance amending Chapter §90.006 of the St. James City Code pertaining to the public nuisance process.

First Reading: February 18, 2025

Notice of Proposed Ordinance: February 21, 2025

Second Reading and Final Vote: March 4, 2025

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

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

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

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

Effective Date of Ordinance: March 13, 2025

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

State of Minnesota
County of Watonwan

ORDINANCE 026, 4TH SERIES

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

The City of St. James does ordain:

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

§ 90.006 AUTHORITY TO ABATE AND REMEDIATE.

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

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

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

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

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

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

First Reading: February 18, 2025

Second Reading: March 4, 2025

Date of Publication: March 13, 2025

Date Ordinance Takes Effect: March 13, 2025

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

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk