



City Council Meeting Agenda

August 06, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 07.15.2025 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 Accept Agenda Request - Pat Branstad

B. Minnesota GreenStep Cities Presentation - Nadya Bucklin, Development Planner

C. Consideration to Approve Resolution 08.25.01 - Calling for a Public Hearing on Tax Abatement and the Issuance of Bonds

D. Consideration to Approve Resolution 08.25.02 - Receiving Feasibility Report and Calling Hearing for 12th Avenue South Highway Expansion

E. Consideration to Approve Resolution 08.25.03 - Authorizing the City Manager to Enter into the FY 2025 Airport Infrastructure Grant Agreement #3-27-0137-021-2025 with the U.S. Department of Transportation Federal Aviation Administration

F. Consideration to Approve Resolution 08.25.04 - Appointing Planning and Zoning Commission Vacancies

G. Consideration to Approve New Hire - Temporary Sidewalk Intern

H. Consideration to Approve Purchase Request - Water Department Fleet Vehicle

I. Consideration to Approve First Reading of Proposed Ordinance 031, 4th Series - Signs

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

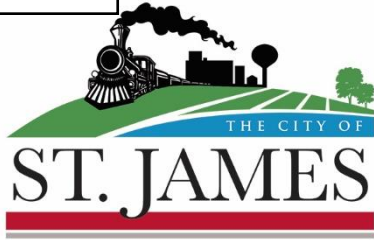
14. ADJOURNMENT

August 6, 2025

ITEM: Approval of Minutes – 07.15.2025 Council Minutes

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

STAFF RECOMMENDATION: Approve/Deny Minutes.



City Council Meeting Minutes

July 15, 2025 at 5:30 PM

St. James City Hall – Council Chambers

1. CALL TO ORDER

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

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

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

ABSENT: Hannah Rushing

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

3. DETERMINATION OF QUORUM

4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 07.01.2025 Council Meeting

Motion made by Harris, Seconded by Lindee.

Voting Yea: Craig, Hanson, Harris, Lindee

Upon voice vote, it was unanimously approved.

5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims totaling \$632,587.23 is as follows: Check No. 704500 - 704592 as listed in the check register.

Motion made by Craig, Seconded by Hanson.

Voting Yea: Craig, Hanson, Harris, Lindee

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 Permit - St. James Church

A gambling permit application has been submitted for the St. James Catholic Church to host a raffle at the St. James Catholic Church located at 704 4th Street South on September 14, 2025.

Motion made by Lindee, Seconded by Hanson.

Voting Yea: Craig, Hanson, Harris, Lindee

Upon voice vote, it was unanimously approved.

11. OLD BUSINESS

A. Consideration to Approve Second Reading of Proposed Ordinance 030, 4th Series - Amending Chapter §91.04 of the St. James City Code Pertaining to Chickens

Ordinance 030, 4th Series amends Chapter §91.04 of the St. James City Code pertaining to chickens. The amendment specifically updates §91.04(C)(3) to reference the correct nuisance violation code from §90.02 to §90.003.

Motion made by Craig, Seconded by Harris.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Ordinance 030, 4th Series to have received its second reading.

12. NEW BUSINESS

A. Consideration to Approve Resolution 07.25.04 - Approving Proposed Ordinance 030, 4th Series Amending Chapter §91.04 to the St. James City Code Pertaining to Chickens and Authorizing the Title and Summary for Publication

Resolution 07.25.04 approves proposed Ordinance 030, 4th Series Amending Chapter §91.04 to the St. James City Code Pertaining to Chickens and Authorizing the Title and Summary for Publication.

Motion made by Hanson, Seconded by Lindee.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.04 duly passed 4-0.

B. 2024 City of St. James Audit Presentation - Greg Burkhardt, Burkhardt & Burkhardt, Ltd.

The City Auditor, Greg Burkhardt with Burkhardt & Burkhardt, Ltd., presented the 2024 Financial Audit.

C. Consideration to Approve Resolution 07.25.05 - Accepting the 2024 Annual Financial Audit

Resolution 07.25.05 accepts the 2024 Financial Audit as presented by Greg Burkhardt.

Motion made by Harris, Seconded by Craig.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.05 duly passed 4-0.

D. Five-Year Sewer Service Rate Study Presentation - John Graupman, Bolton & Menk, Inc.

John Graupman with Bolton & Menk, Inc., presented the sewer service rate study for the years 2026 - 2030.

- E. Consideration to Approve Resolution 07.25.06 - Amending Sewer Service Rates Effective January 15, 2026

Resolution 07.25.06 approves the proposed sewer service rates for the years 2026 - 2030.

Motion made by Harris, Seconded by Hanson.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.06 duly passed 4-0.

- F. Three-Year Water Service Rate Study Presentation - Evan Leebens, Missouri River Energy Services

Evan Leebens, Missouri River Energy Service presented the water service rate study for the years 2026 - 2028.

- G. Consideration to Approve Resolution 07.25.07 - Amending Water Service Rates Effective January 15, 2026

Resolution 07.25.07 amends the water service rates for the years 2026 - 2028.

Motion made by Hanson, Seconded by Craig.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.07 duly passed 4-0.

- H. Three-Year Electric Service Rate Study Presentation - Evan Leebens, Missouri River Energy Services

Evan Leebens, Missouri River Energy Service, presented the electric service rate study for the years 2026 - 2028.

- I. Consideration to Approve Resolution 07.25.08 - Amending Electric Service Rates Effective January 15, 2026

Resolution 07.25.08 approve the proposed electric service rates for the years 2026 - 2028.

Motion made by Harris, Seconded by Lindee.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.08 duly passed 4-0.

- J. Consideration to Approve Resolution 07.25.09 - Declaring Abandoned and Surplus Property and Ordering the Disposal

Resolution 07.25.09 approves declaring the 2018 Chevy Tahoe as excess property and orders the disposal of said property through the Minnesota Surplus Service Program.

Motion made by Lindee, Seconded by Harris.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.09 duly passed 4-0.

- K. Consideration to Approve Resolution 07.25.10 - Granting a Variance for a Property Located at 310 3rd Street North

Resolution 07.25.10 grants a requested variance for the property located at 310 3rd Street North to extend the maximum fence height of 4 feet to 6 feet. The planning and Zoning Commission met on June 30, 2025, and recommends granting the requested variance.

Motion made by Craig, Seconded by Lindee.

Voting Yea: Craig, Harris, Lindee

Voting Nay: Hanson

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.10 duly passed 3-1.

- L. Consideration to Approve Resolution 07.25.11 - Granting a Special Use Permit to Allow Residential Rental Use on the Main Level of a Building Located in a General Business District (B-3)

Resolution 07.25.11 grants special use permit for the property located at 600 1st Avenue South to allow for main level residential rental use within the General Business District (B-3). The Planning and Zoning Commission met on June 30, 2025, and recommends granting the special use permit with conditions.

Motion made by Lindee, Seconded by Craig.

Voting Yea: Craig, Harris, Lindee

Voting Nay: Hanson

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.11 duly passed 3-1.

- M. Consideration to Approve Resolution 07.25.12 - Accepting Financial Gift from the Ellensburg Zettle VFW Post #1914

Resolution 07.25.12 accepts the financial gift from the Ellensburg Zettle VFW Post #1914 in the amount of \$200.00 for the Artwalk Committee.

Motion made by Craig, Seconded by Hanson.

Voting Yea: Craig, Hanson, Harris, Lindee

Whereupon Mayor Christopher Whitehead declared Resolution 07.25.12 duly passed 4-1.

13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS

14. ADJOURNMENT

Motion made by Craig, Seconded by Lindee.

Voting Yea: Craig, Hanson, Harris, Lindee

All Yea - motion carried. The meeting adjourned at 6:47 p.m.

Kristin Hurley, City Clerk-Treasurer

August 6, 2025

ITEM: New Business – Agenda Request: Pat Branstad

BACKGROUND: The attached agenda request was submitted on Thursday, July 31, 2025, by Pat Branstad.

STAFF RECOMMENDATION: Approve/Deny Agenda Request.



AGENDA REQUEST FORM

DATE SUBMITTED	31 July 2025	DATE OF COUNCIL MEETING	6. August 2025
NAME	PAT BRANSTAD		
ADDRESS	213 2ND AVE S., ST. JAMES, MN 56081		
PHONE NUMBER	507-317-5321		
EMAIL	pat.branstad@gmail.com		

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

Feasibility Study for Organic Waste Collection and Disposal in Watonwan County: A project of Climate Smart St. James in collaboration with UMN, Southwest Regional Sustainable Development Partnership. Extension

ACTION REQUESTED:

No action requested - for information only. However, if the City Council chooses to make a resolution in support of this feasibility study, we would be happy to accept that supportive gesture.

REASONS FOR REQUESTED ACTION:

We simply wish to inform the City Council of the efforts of Climate Smart St. James to explore options for an organic waste collection program to determine feasibility of any future possibilities.

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

Hand out with summary of Feasibility Study project. (as per email attachment)

Signature: Patricia A. Branstad

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

OFFICE USE:

Date and Time Received:

Received By:



Feasibility Study for Organic Waste Collection and Disposal in Watonwan County

**A project of Climate Smart St. James in collaboration
with UMN Southwest Regional Sustainability Development Partnership (RSDP)**

Motivation

A number of factors informed the decision by Climate Smart St. James to make this proposal to the UMN Southwest RSDP:

- Reducing waste has been a priority for Climate Smart St. James since issues related to the topic were identified by residents at our first “Community Conversations” event two years ago.
- There has been a positive response in the educational awareness programs about do’s and don’ts of recycling, the dangers of microplastics in our lives, products that offer an alternative to single use plastic, and backyard composting, as well as specific initiatives to reduce waste in general – encouraging use of reusable shopping bags and the NexTrex plastic recycling program.
- 20 - 30% of residential curbside garbage consists of food scraps and is currently hauled to regional landfills where its decomposition results in methane gas being released into the atmosphere. Residents have expressed strong interest in having an option for organic waste collection in our community - to keep our food scraps out of landfills.
- Residents also express a growing interest in purchasing compostable products as alternatives to throw away plastic. Without an organic waste collection that delivers this material to a commercial composting facility, these items too end up in a landfill where they do not have the necessary conditions to break down.
- There are various models for organic waste collection in our region from whose experience we can learn. We have contacts through a variety of networks including the Climate Smart Municipalities statewide coalition facilitated by the Institute on the Environment at UMN, the AMC (Association of Minnesota Counties) Solid Waste Work Group, Region Nine Development Commission, and the Southwest Regional Sustainability Development Partnership. Additionally, in an informal conversation with West Central Sanitation, our contracted garbage service, the provider indicated being open to discussions about delivering organic waste to a composting facility.

Community Partners

The proposal was submitted to RSDP after reaching out to community stakeholders who were identified as having a potential interest in the project and who would have a relevant perspective that would be beneficial to discussions of the project. The following expressed interest in and support of the proposed feasibility study:

- Kyla Schlomann - Organic Waste Coordinator, Watonwan County
- Jim Branstad - Watonwan County Board of Directors, member of Association of Minnesota Counties (AMC) Solid Waste Work Group, Region Nine Development Commission
- Baily Hanson - Food Services Director, St. James Public Schools
- Sue Harris - Community Education Director, St. James Public Schools, Rotary member
- George Koenig - Facilities Director, Mayo Clinic Health System
- Luisa Trapero - Convivencia Hispana, Region Nine Development Commission
- Paul Harris - Region Nine Development Commission, Sertoma member
- Nonnie Hanson – community member
- Jane Oldenburg – community member

Purpose

We hope to reduce the amount of organic waste (particularly food scraps and other compostable material) that is currently going into garbage collection and ending up in landfills. In addition to offering information and encouragement for available programs for residents to utilize on a household level, we hope to develop a comprehensive feasibility study, including cost analysis, of options for establishing a program providing the service of organic waste collection and disposal for residents, businesses and institutions in Watonwan County.

Potential impact on the environmental, social and economic sustainability of the region

The feasibility study will provide the necessary data and research needed to inform future decision making concerning the development of a program to provide the service of organic waste collection and disposal to residents of the county.

Although the actual development of a specific program goes beyond the scope of our current proposal, such a service has the future potential to significantly reduce the amount of organic waste (particularly food scraps and other biodegradable/compostable materials and products) currently being unloaded at regional landfills. The negative environmental impact of the methane gas produced by decomposing food scraps has been well documented and could be mitigated by providing an alternative option for disposal.

Providing additional opportunities for composting beyond yard waste that goes to the city's composting site and what individuals are currently able to do with backyard composting systems makes it easier for residents to reduce the amount of organic waste that they put into their garbage collection.

We hope that both the feasibility study and the accompanying local educational initiatives will encourage and empower residents, businesses and institutions to play an even more active role in practices that will strengthen the sustainability of our rural area.

Project activities and goals

Goal 1: To conduct a feasibility study on options to establish an organic waste collection and disposal program in Watonwan County, including cost analysis.

Local project team members will:

- Identify contracts for garbage and recycling services in the county, as well as the timeline and process for renewal (Summer 25)
- Identify local, county and regional stakeholders, including, but not limited to city and county government, the schools, health system (clinics and hospitals), food packaging and processing plants, business community, service groups, and private individuals (Summer and Fall 25)

RSDP full team/ will hire a graduate student (Spring 26) to do the following:

- Research currently operating programs in Watonwan County to become familiar with the local communities.
- Research established organic waste collection and disposal programs for communities and/or counties of similar size with the help of graduate student and Syd Bauer in Stevens County (Spring 26)
- Together with the local project team, leverage connections with the AMC (Association of Minnesota Counties) Solid Waste Work Group, representatives of the MPCA (Minnesota Pollution Control Agency) and delegates of the MPCA trip to Germany focusing on organic waste (including representatives from Dem-Con Companies, Ramsey/Washington Recycling and Energy Center, Republic Services, MPCA, etc.) (Fall and Winter 2025/26)
- Identify feasible options for an organic waste collection and disposal program/service for residents, businesses and institutions in Watonwan County, including cost analysis, benefits to the county residents, businesses and institutions, along with available and/or potentially available funding sources (Spring 26)
- Prepare a report outlining the feasibility study (by June 2026)

Goal 2: To engage and motivate the community to reduce organic waste in current garbage services.

Local Team organizes and offers programs on currently available options for reducing organic waste in garbage collection (Summer and Fall 2025)

- Yard Waste disposal at city composting site
- Backyard composting
- Biodegradable/compostable product availability for local customers
- Establish program for TREX plastic film and other product collection/recycling.

Local team organizes field trips to sites/communities/counties with organic waste collection/ disposal programs (Summer and Fall 2025)

- Lake Crystal and Mankato: Organics Collection and Recycling program
- Shakopee: Dem-Con (current site for local recycling, building an anaerobic digester), Dakota Prairie Composting (SMSC – Shakopee Mdewakanton Sioux Community); and Newport: Ramsey and Washington Recycling and Energy Center
- Morris: residential and business, Stevens County Organics Collection and Recycling Program
- Rochester: Olmsted Waste to Energy Facility

Local team conducts stakeholder meetings.

- General information/awareness/education, updates and discussion (Summer and Fall 2025, Winter 2026)
- Presentation of feasibility study (June 2026)

UPCOMING OPPORTUNITIES:

Climate Smart St. James meeting: presentation on local composting options
Monday, August 25, 6:30 – 8:00 p.m. , Watonwan County Human Services Center

Community Partner luncheon meeting: RSDP Feasibility Study Project
Wednesday, September 3, noon – 1:00 p.m., Watonwan County Library, St. James Meeting Room



Community Energy Ambassadors Cohort Training

Monday, September 22 and 29; 5:30 – 7:30 p.m., Watonwan County Human Services Center

<https://tinyurl.com/CERTscohort>

Moving Forward: Climate Smart Conversations and Celebration; Climate Smart St. James Annual Update and Awards Dinner and Program
Monday, October 6, 6:00 – 8:00 p.m., First Presbyterian Church



Field Trips to Sites with Organic Waste Collection Programs

Please consider joining us to visit any of these sites (Note: some dates are still TBD)

<https://tinyurl.com/ClimateSmartFieldTrips>



Climate Smart St. James

Website: <https://www.climatesmartstj.com/>

Facebook: <https://www.facebook.com/climatesmartstjames/>

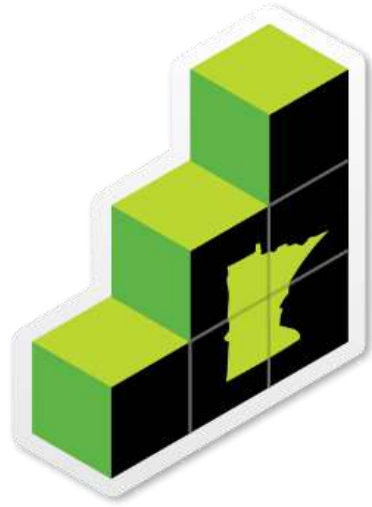
Email: climatesmart.stj@gmail.com

August 6, 2025

ITEM: New Business – Minnesota GreenStep Cities Presentation

BACKGROUND: Nadya Bucklin, Development Planner – SWRDC, CERTs & GreenStep SW Regional Coordinator, will present the on Minnesota GreenStep Cities program.

STAFF RECOMMENDATION: No action.



Minnesota **GreenStep Cities**

A challenge, assistance & recognition program for taking more sustainable actions

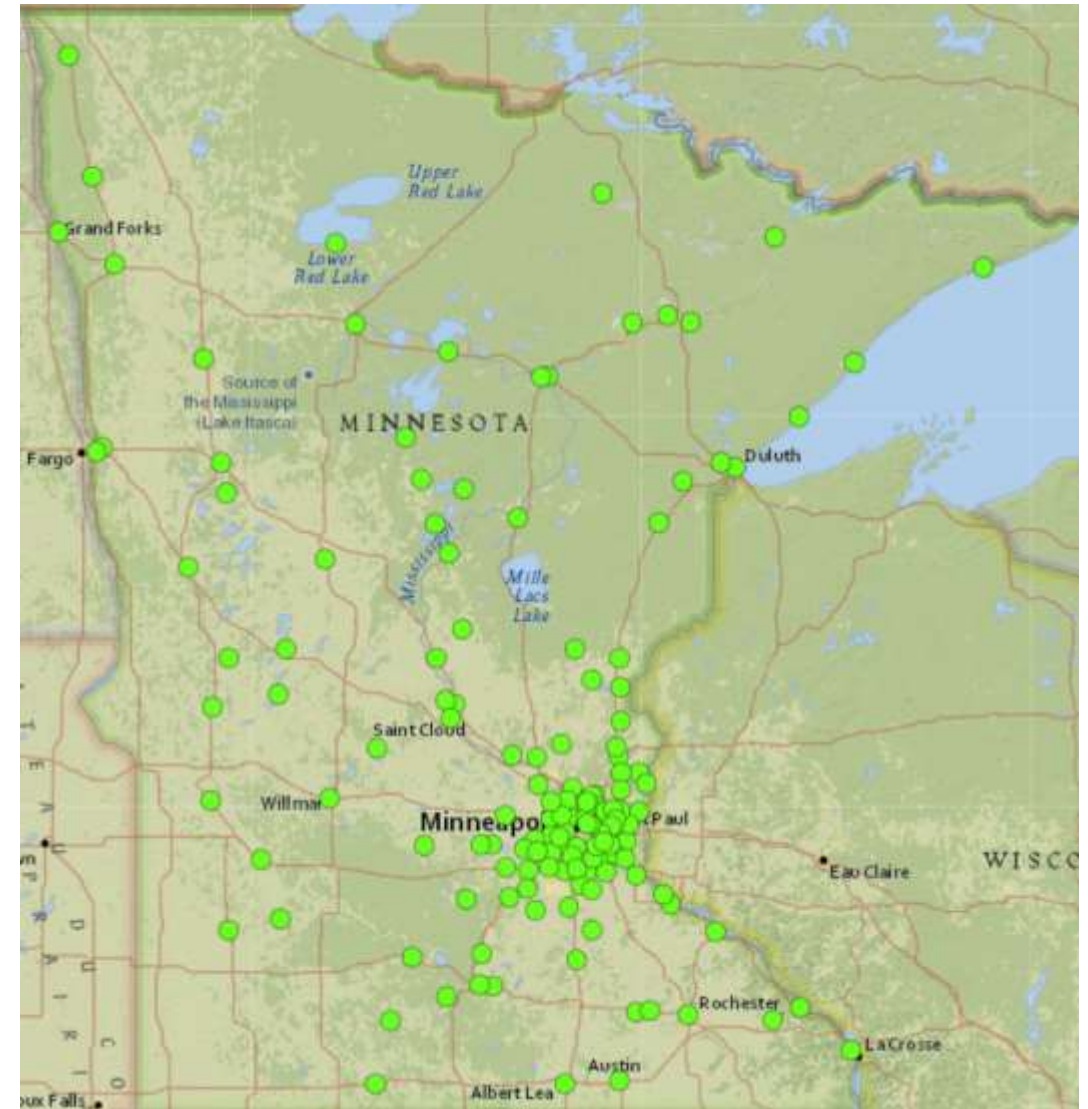
Nadya Bucklin, Development Planner-SWRDC, CERTs & GreenStep SW Regional Coordinator

MN GreenStep Program

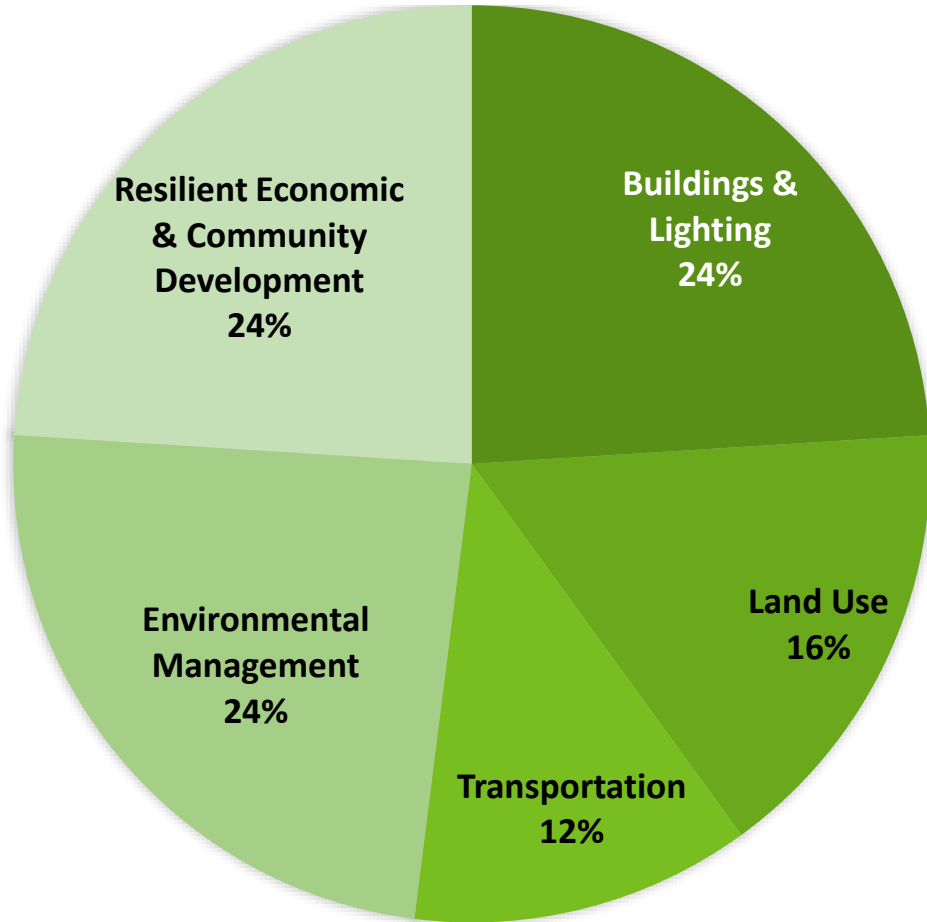
154 Communities



www.MNGreenStep.org



Saint James GreenStep Status



Current Distribution of Green Step Best Practice Categories

Joined: February 2017

Status: Step 5

Total Best Practices (BPs) Completed:
14

Total BP Actions Completed:

[Saint James' GreenStep Cities page](#)

[Saint James' Assessment File](#)

The Steps



Taking the Next Steps

Steps 4 and 5 focus on metrics – what are the outcomes of all of the actions that the city has implemented over time?

- **Step 4:** Measure and report a minimum number of core and optional metrics for the previous calendar year or the most recent available data.
 - Category A communities: In addition to the CORE metrics, include 5 additional metrics of choice.
- **Step 5:** Demonstrate improvement three eligible metrics measured in Step 4, from one data year to the next.
 - Category A, B, and C communities: Improve upon 3 eligible metric elements.



GreenStep Step 4 & 5 Metrics

<https://greenstep.pca.state.mn.us/page/steps-4-5>

Section 12, Item B.




AutoSave Off

Step 4_5 Worksheet 2023

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B1Land Use

#7 Land Use	OPTIONAL	Units	Previous Year Values (edit)	Current Year Values (edit)	Annual Change	
7.1	Percent of land within commercial/mixed zoning districts built with a FAR at/above 1.0	%				Guidance Document
7.2	Percent of land within residential or mixed zoning districts with dwelling units per acre at/above 7.0	%				
7.3	Net Tax Capacity	Dollars per acre				LMC Property Tax Reports
7.4a	Location affordability index number: housing + transportation (H&T)	%				Location affordability index number
7.4b	Location affordability index number: housing	%				Location affordability index number
7.5	Acres of new development on previously developed land	Acres				
7.6	New affordable housing units added as a percent of all new housing units	%				
Enter any justification or explanation for variation of metrics:						

IntroductionBuildings and LightingTransportationLand UseEnvironmental ManagementEcon and Cor

Step 4 & 5 Reporting

The Process:

- A **worksheet** for cities to keep notes, see trends, and keep track of data ready to submit
- Individual **guidance documents** for all 18 Metrics
- An online **Reporting Tool** (survey) with individual accounts for submitting final data.
- **Follow up** from GreenStep staff for clarification, as needed
- **Annual Metric Report** sent back with Step confirmation

James Metric Report

LOTS more
that way



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q		
1						#1: City Buildings and Lighting										#2: Green Buildings			
2	ID	Step Achievement	City	Submission Year	Date Data Submitted	1.1	1.2	1.3	1.co2e.a	1.co2e.b	1.4	1.5	1.6	1.co2e.c	1.j	2.1	2.2		
3						kBTU per	Dollars sp	Ratio of a	Electricit	Natural	Street ligh	Traffic Sig	City build	Electricity	Justificati	Number c	Identify sp		
12	456		Saint James	2024	3/17/2025	102.84			2472732	43346.3	83		68	344785	1.5 - St Ja				
13	457	Steps 4 & 5	Saint James	2025	3/17/2025	96.36	1.6653	0.488	1909409	27246.8	100		84	261979	1.5 - St Ja				
14																			
15																			
16	Step 4 & 5 webpage					City Category: B													
17	KEY					Completed in most recent year:													
18	Text/#S	Needs clarification					CORE Metrics			Additional Metrics			Step 5-eligible Metrics Improved						
19	Text/#S	Improvement year over year					1			5			1.1						
20	Text/#S	Notable Metric					3			15			1.4						
21	Text/#S	Metric has changed and previous reported info cannot be used					6			16			5.1						
22	Metric	Step 5-eligible Metric (Need at least 3 improvements)					8						8.6						
23	co2e	Used to calculate City Operations GHG Assessment (last tab)					9						9.1						
24	Justification	Notes and justifications					11						9.2						
25	Metrics	CORE Metrics for all cities to report					14						11.5a						
26							17						14.2						
27																			
28																			
29																			
30																			
31																			
32																			
33																			

Step 4 Requirements:

Step 5 Requirements:

All CORE Metrics

3 additional Metrics of choice

Improve upon at least 3 Step 5-eligible Metrics

21

Saint James Metrics – Improved and Notable

Metric (Step 5-eligible)	Reported 2024	Reported 2025
1.1 – Energy used per sq. ft. of city buildings	102.84 kBTU/sq. ft.	96.36 kBTU/sq. ft.
1.4 - % of street lights converted to LED	68%	84%
5.1 - # of public electric vehicle charging stations	0	1
8.6 – Net # of new trees planted	45	50
9.1 – Stormwater Assessment Score	17	19
9.2 – Climate Adaptation Stormwater Assessment Score	20	22
11.5a - Inflow and Infiltration volume to total volume entering the wastewater collection system	238	58
14.2 - Generation capacity of city-owned and private renewable energy sites	89.8 kW	94.8 kW

Additional Notable Metrics:

- 100% of traffic lights are LED, up from 83% in 2023. (1.4)
- St. James' population travel an average of 7.9 miles per person per day, the second lowest of all Step 4/5 reporting communities. (6.1)
- Saw an increase in the number of city-owned and private renewable energy generation sites from 2 (89.8 kW) in 2023 to 5 (94.8 kW) in 2024. (14.1, 14.2)



Minnesota
GreenStep Cities



Congratulations on achieving Steps 4 and 5, St. James!

Nadya Bucklin
nadyab@swrdc.org

www.mngreenstep.com

August 6, 2025

ITEM: New Business – Resolution 08.25.01: Calling for a Public Hearing on Tax Abatement and the Issuance of Bonds

BACKGROUND: The attached resolution calls for a public hearing on September 2, 2025, at 5:30 PM regarding the issuance of bonds.

STAFF RECOMMENDATION: Approve/Deny Resolution.

Member _____ introduced the following resolution and moved its adoption:

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 08.25.01

**RESOLUTION CALLING FOR A PUBLIC HEARING ON
TAX ABATEMENT AND THE ISSUANCE OF BONDS**

BE IT RESOLVED By the City Council (the “Council”) of the City of St. James, Watonwan County, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City intends to undertake certain improvements in the community to reconstruct streets and utilities (the “Project”) within the jurisdiction of the City.

1.02. In order to finance the street reconstruction costs of the Project, the City is considering authorizing a property tax abatement (the “Abatement”) and issuing general obligation tax abatement bonds, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”).

1.03. Under Section 469.1813, Subdivision 5 of the Abatement Act, the City must hold a public hearing prior to approval of the Abatement and issuance of bonds.

1.04. The Council has determined to hold the required public hearing and consider the terms of the Abatement and the issuance of bonds.

Section 2. Public Hearing.

2.01. The Council directs City staff and consultants to determine the terms of the Abatement and to prepare an Abatement resolution for consideration by the Council at a public hearing on September 2, 2025. The total estimated amount of the Abatement is \$300,000, to be collected over a term of up to 20-years.

2.02. The City Manager is authorized and directed to publish a notice in a newspaper of general circulation in the City announcing a public hearing on the Abatement before the Council on September 2, 2025, at or after 5:30 p.m. The notice shall be published at least once, more than 10 days but less than 30 days before the public hearing, and shall be in substantially the form attached as Exhibit A to this Resolution.

Adopted by the City Council of the City of St. James, Minnesota this 6th day of August, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT A

**NOTICE OF PUBLIC HEARING ON TAX
ABATEMENT AND ISSUANCE OF BONDS**

NOTICE IS HEREBY GIVEN that the City Council of the City of St. James, Minnesota (the “City”) will meet at or after 5:30 p.m. on Tuesday, September 2, 2025 to conduct a public hearing to consider granting a property tax abatement (the “Abatement”) under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, to finance a portion of the costs of the 2025 Street & Utility Reconstruction Project, which improvements will benefit certain property in the City (the “Properties”). The Properties are described as follows:

INSERT PARCEL IDENTIFICATION NUMBERS

The total amount of the proposed Abatement collected from the Properties is estimated to be \$300,000, collected over a period of up to 20-years.

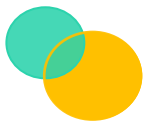
A draft copy of the Abatement resolution containing the terms of the Abatement is available for public inspection on and after the date of this notice by contacting or submitting a written request to the City Administrator.

Written comments must be received by 3:00 pm on Tuesday, September 2, 2025.

Dated: August 6, 2025.

BY ORDER OF THE CITY COUNCIL

Amanda Knoll, City Manager



DDA

David Drown Associates, Inc.
Public Finance Advisors

Cologne Office:
 10555 Orchard Road
 Cologne, MN 55322
 (952) 356-2992
 shannon@daviddrown.com

July 30, 2025

City of Saint James
 Attn: Amanda Knoll, City Manager
 P.O. Box 70
 Saint James, MN 56081

RE: 2025 Project Financing – 7th Street, 13th Avenue, and Ring Road

Honorable Mayor, Councilmembers, and Manager Knoll:

The purpose of this letter is to provide preliminary information regarding project financing for the 2025 Project that includes reconstruction of portions of 7th Street, 13th Avenue, and Ring Road. Based on the estimated project costs resulting from the bids received and costs incurred to date, we estimate the total project costs as follows:

Construction & Engineering	\$2,349,513.01
MN Rural Water Program Fees	20,750.00
Capitalized Interest	5,183.44

TOTAL PROJECT COSTS:	\$2,375,446.45
-----------------------------	-----------------------

Sources to be utilized to finance project costs are summarized below:

G.O. Tax Abatement & Utility Revenue Bonds	\$965,000.00
Construction Fund Earnings	2,271.95
MNDOT Grant (LRIP)	1,408,174.50

TOTAL FUNDING SOURCES:	\$2,375,446.45
-------------------------------	-----------------------

Payment and Revenue Requirements:

The bond issue has been structured over a 20-year term based on debt service contributions from tax levy, impacted enterprise funds, and special assessments. A tax levy authorized through tax abatement will be pledged for portions of the street project costs which will require a public hearing. The estimated tax levy based on the attached cash flow will be approximately \$24,000 per year. Water revenues will contribute approximately \$19,000 to debt service annually, wastewater revenues will contribute approximately \$15,000 annually, and the storm sewer fund will be required to make an annual contribution to debt service averaging approximately \$7,000 per year.

It is assumed that special assessments of \$197,194 will be levied against benefited properties over a term of 20-years at an interest rate of approximately 5.25%. It is expected that the assessments will be certified this fall for collection starting in 2025.

Method of Sale:

We have found negotiated bank placements to be effective for issues of less than \$1 million as we are able to significantly reduce issuance costs by avoiding a credit rating (\$13,250) and an underwriter (\$12,545). Staff has directed us to make contact with local lending institutions to determine their level of interest in purchasing this bond issue. We have recommended utilizing Minnesota Rural Water Association's loan program as it has pre-negotiated issuance costs which are lower than standard fee schedules. This program is able to work with local lenders if they express interest in purchasing the bonds.

\$965,000 General Obligation Bonds:

If the Council chooses to finance the project as proposed, David Drown Associates, Inc. recommends the following:

- Approximately 20-year term on the project financing
- Bonds callable any time after 2/1/2032.
- Sale of bonds through a negotiated bank placement (MN Rural Water Program)
- We do not recommend purchasing a Standard & Poor's Rating

Schedule and Issuance:

If determined to be appropriate to proceed, the proposed schedule would be as follows:

August 6, 2025	Authorize Sale Process & Call for Abatement Hearing
September 2, 2025	Tax Abatement Hearing & Award Sale of Bonds
September 16, 2025	Closing

Attached you will find a resolution calling for the public hearing on the proposed tax abatement and issuance of bonds. We recommend that the City Council approve this resolution if it is determined to be appropriate to proceed with the project financing as proposed. Please feel free to contact me with any questions regarding the attached materials. Thank you for your time and consideration.

Sincerely,



Shannon Sweeney, Associate
David Drown Associates, Inc.

\$965,000
General Obligation Tax Abatement & Utility Revenue Bonds, Series 2025A

Uses of Funds

Street Improvements	1,439,151.39
Utility Reconstruction	910,361.62
Total Project Costs	2,349,513.01
Underwriter's Discount Allowance 0.000%	-
Unused Underwriter's Discount Allowance	-
MRWA Program Fee	20,750.00
Bond Counsel	-
Pay Agent/Registrar	-
Printing & Misc	-
Rating Agency Fee	-
Capitalized Interest	5,183.44
Accrued Interest	-
Rounding	-
	<u>2,375,446.45</u>

Sources of Funds

Bond Issue	965,000.00
Construction Fund Earnings	2,271.95
LRIP Grant	1,408,174.50
	<u>2,375,446.45</u>

Payment Schedule & Cashflow

<i>Payment Schedule</i>					
12-Month Period ending	Principal	Interest Rate	Interest	Payment Total	plus 5% Coverage
9/16/2025	-		-	-	
2/1/2026	-	4.850%	17,551	17,550.94	18,169
2/1/2027	30,000	4.850%	46,803	76,802.50	80,643
2/1/2028	30,000	4.850%	45,348	75,347.50	79,115
2/1/2029	35,000	4.850%	43,893	78,892.50	82,837
2/1/2030	35,000	4.850%	42,195	77,195.00	81,055
2/1/2031	35,000	4.850%	40,498	75,497.50	79,272
2/1/2032	35,000	4.850%	38,800	73,800.00	77,490
2/1/2033	40,000	4.850%	37,103	77,102.50	80,958
2/1/2034	40,000	4.850%	35,163	75,162.50	78,921
2/1/2035	45,000	4.850%	33,223	78,222.50	82,134
2/1/2036	45,000	4.850%	31,040	76,040.00	79,842
2/1/2037	50,000	4.850%	28,858	78,857.50	82,800
2/1/2038	50,000	4.850%	26,433	76,432.50	80,254
2/1/2039	50,000	4.850%	24,008	74,007.50	77,708
2/1/2040	55,000	4.850%	21,583	76,582.50	80,412
2/1/2041	55,000	4.850%	18,915	73,915.00	77,611
2/1/2042	60,000	4.850%	16,248	76,247.50	80,060
2/1/2043	65,000	4.850%	13,338	78,337.50	82,254
2/1/2044	65,000	4.850%	10,185	75,185.00	78,944
2/1/2045	70,000	4.850%	7,033	77,032.50	80,884
2/1/2046	75,000	4.850%	3,638	78,637.50	82,569
	965,000		581,848	1,546,848.44	1,623,932

Bond Details

Set Sale Date	N/A
Sale Date	9/2/2025
Dated Date	9/16/2025
Closing Date	9/16/2025
1st Interest Payment	2/1/2026
Proceeds spent by:	12/31/2026
	<i>to Dated Date</i>
Purchase Price	965,000.00
Net Interest Cost	581,848.44
Net Effective Rate	4.8500%
Average Coupon	4.8500%
Yield	TBD
Average Life	12.4320
Call Option	2/1/2032
Purchaser	MRWA Loan Program - Preliminary
Bond Counsel	Taft
Pay Agent	City of St. James
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	Audit within 180 days
Rebate	Small Issuer Exemption
Statutory Authority	M.S. 469, 444, & 475

<i>Pledged Revenues</i>						<i>Account Balances</i>	
Collection Year	Tax Abatement Levy	Water Revenues	Wastewater Revenues	Storm Sewer Revenues	Special Assessments	Surplus (deficit)	Account Balance
					Capitalized & accrued interest >		5,183
2025	-	5,974	4,675	2,337	-	(5,183)	-
2026	25,014	18,155	14,209	7,104	16,161	-	-
2027	24,504	17,687	13,842	6,921	16,161	-	-
2028	23,995	19,633	15,365	7,683	16,161	-	-
2029	23,486	19,048	14,907	7,454	16,161	-	-
2030	22,977	18,462	14,449	7,224	16,161	-	-
2031	22,467	17,877	13,990	6,995	16,161	-	-
2032	21,958	19,706	15,422	7,711	16,161	-	-
2033	21,449	19,003	14,872	7,436	16,161	-	-
2034	26,190	18,300	14,322	7,161	16,161	-	-
2035	25,426	17,598	13,772	6,886	16,161	-	-
2036	24,662	19,310	15,112	7,556	16,161	-	-
2037	23,898	18,490	14,470	7,235	16,161	-	-
2038	23,134	17,670	13,829	6,914	16,161	-	-
2039	22,370	19,265	15,077	7,539	16,161	-	-
2040	21,606	18,328	14,344	7,172	16,161	-	-
2041	26,093	17,391	13,610	6,805	16,161	-	-
2042	25,074	18,869	14,767	7,384	16,161	-	-
2043	24,056	17,815	13,942	6,971	16,161	-	-
2044	23,037	19,176	15,007	7,504	16,161	-	-
2045	22,019	20,420	15,981	7,990	16,161	-	-
	473,414	378,177	295,965	147,982	323,211		-

August 6, 2025

ITEM: New Business – Resolution 08.25.02: Receiving Feasibility Report and Calling Hearing for 12th Avenue South Highway Expansion

BACKGROUND: The attached resolution accepts the feasibility report for the proposed 12th Avenue South Highway Expansion project as presented by Bolton & Menk. This resolution also calls for a public hearing on September 2, 2025, at 5:30 PM on such proposed improvements.

STAFF RECOMMENDATION: Approve/Deny Resolution.

RESOLUTION NO.: 08.25.02

State of Minnesota
County of Watonwan

RESOLUTION NO. 08.25.02

**RESOLUTION RECEIVING FEASIBILITY REPORT
AND CALLING HEARING FOR
12TH AVENUE SOUTH HIGHWAY EXPANSION**

WHEREAS, pursuant to resolution of the Council adopted June 3rd, 2025, a feasibility report has been prepared by Bolton & Menk, Inc., with reference to proposed improvements including sanitary sewer, watermain, storm sewer, storm water ponding, grading, street, sidewalk, turf establishment/erosion control, and other related improvements to 12th Avenue South Highway District Expansion; and

WHEREAS, the report, received by Council on August 6th, 2025, provides information regarding whether the proposed improvements are necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of 12th Avenue South Highway District in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$5,567,210.
2. A public hearing shall be held on such proposed improvement on the 2nd day of September 2025, in the Council Chambers at the St. James City Hall, 1205 6th Avenue S at 5:30 p.m., and the clerk shall give mailed and published a notice of such hearing and improvement as required by law.

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

Christopher Whitehead, Mayor

ATTEST:

Krisitn Hurley, City Clerk

RESOLUTION NO.: 08.25.02

Published: _____

Filed: _____

Effective Date: August 6, 2025



12th Avenue S Highway District Expansion Preliminary Engineering Report

City of Saint James, MN
July 2025



Real People. Real Solutions.

Submitted by:

Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
P: 507-625-4171
F: 507-625-4177
BMI No. 24X.136274.000

Certification

Preliminary Engineering Report

For

12th Avenue S Highway District Expansion

City of Saint James, MN
24X.136274.000

July 7, 2025

PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: _____

Typed or Printed Name: Adam L. Jacobs, P.E.

Date: 07/07/2025 License Number: 48295

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Appendix

Appendix A: Figures

Appendix B: Preliminary Engineer's Estimate

I. Background and Scope

In accordance with Minnesota Statutes, Chapter 429, the St. James City Council has authorized the preparation of a Preliminary Engineering Report to define the scope and determine the feasibility of infrastructure improvements on the 12th Avenue S Highway District Expansion. The improvements will construct 12th Avenue S from 7th Street S to 11th Street S (TH 4), construct a regional storm water pond, and provide the grading of the lots along 12th Avenue S.

The specific objectives of this Preliminary Engineering Report are as follows:

- Evaluate the need for the project
- Determine the necessary improvements
- Provide information on the estimated costs for the proposed improvements
- Determine the project schedule
- Determine the feasibility of the proposed improvements

The project as proposed would consist of constructing about 1,450 feet of new roadway & utilities along 12th Avenue S.

Specific items of construction along the streets may consist of:

- Relocation of sanitary sewer and installation of sanitary sewer services.
- Installation of watermain and water services.
- Installation of storm sewer.
- Installation of bituminous pavement with concrete curb & gutter and sidewalk.
- Installation of regional storm water pond and outlet pipe.
- Mass grading of lots.
- Installation of turn lanes on 11th Street S (TH 4)
- Turf establishment.
- Other miscellaneous items of construction.

II. Existing Conditions

A. Street

Currently, the proposed project area is agricultural land used for crop production. A street opening with curb returns will be constructed at the 7th Street S/12th Avenue S intersection as a part of the 7th Street S Improvement this year. 9th Street S terminates 180 feet south of 10th Avenue S. 9th Street S is currently bituminous surfaced, urban section streets with concrete curb and gutter.

The soils in this area of the City are expected to be generally clay in nature and should provide a good sub-base for roadway construction. However, if unsuitable subsoils are discovered during construction, engineered fill may be required.

B. Sanitary Sewer

The existing sanitary sewer throughout the project area was originally constructed in 1993, 1999, and 2003. These sewer lines were installed as a trunk sewer line to connect the lift station off 11th Street S to the 12th Avenue S/4th Street S area and the area to the south around the hospital. The existing sanitary sewer consists of 8"-12" polyvinyl chloride pipe (PVC) with concrete structures with gasketed joints. The sanitary sewer is in good condition.

The existing sanitary sewer system is shown on **Figure 1**.

C. Watermain

A 12-inch watermain currently exists along 7th Street S with a stub at the 12th Avenue S intersection. This watermain was installed in 2006 and is in good condition.

A 8-inch ductile iron watermain currently exists along 9th Street S. This watermain was installed in 1993 and is in good condition.

Along 11th Street S (TH 4), a 12-inch watermain exists in the east inslope of the roadway and a watermain is stubbed across at the 12th Avenue S intersection to the western edge of the right-of-way. This watermain was originally installed in 1992. The watermain south of 12th Avenue S was then replaced in 2021 due to multiple watermain breaks in the area. The watermain north of 12th Avenue S is in fair to poor conditions and the watermain south of 12th Avenue S is in good condition.

The existing water distribution system is shown on **Figure 1**.

D. Storm Sewer/Drainage

Figure 2 presents the delineation of three hydrologically distinct drainage catchments within the project study area. The general topographic gradient directs overland flow from west to east. The primary land use within the contributing area is agricultural (row crops), with minor contributions from low-density residential developments situated along 11th Avenue South (north) and 4th Street/12th Avenue South (west).

A 10-inch subsurface agricultural tile, represented approximately by a cyan line in **Figure 2**, serves as the primary hydraulic conveyance system under low-intensity precipitation events. Although the exact outlet location of this tile is currently unverified, it is presumed to discharge into St. James Creek based on regional hydrologic patterns.

During moderate to high rainfall events, surface runoff from Drainage Area 1 is intercepted by an existing 36-inch storm sewer. This pipe segment conveys flow north along 4th Street before turning eastward at 12th Street, where it discharges to a field located within Drainage Area 2. Downstream of this point, flow transitions to shallow overland movement until reaching dual culverts beneath 7th Street South. Flow ultimately converges in a low-lying topographic depression in Drainage Area 3, immediately west of Trunk Highway (TH) 4. This location is prone to prolonged periods of attenuation due to the inadequate hydraulic infrastructure within the project area.

The cumulative drainage area, encompassing approximately 220 acres, is conveyed through a 36-inch reinforced concrete pipe (RCP) crossing beneath TH 4. The assumed outfall location for this system is St. James Creek.

E. Private Utilities

Other privately owned utilities are present along 7th Street S and 11th Street S (TH 4). These include natural gas, electricity, and telecommunication. The conditions of these utilities are unknown, but it is assumed they are in good condition based on their assumed age.

III. Proposed Conditions

A. Street

The proposed 12th Avenue S. street improvements will consist of a bituminous street with concrete curb and gutter on both sides. The roadway will be 36-foot-wide between curb openings. 36-foot-wide roadways can accommodate 2-way traffic with parallel parking on both sides if desired.

The 12th Avenue S proposed commercial/industrial pavement section will consist of 6.5 inches of bituminous pavement, 12 inches of Class 5 aggregate base, 12 inches of select granular borrow, and geotextile fabric placed on a prepared subgrade. The construction of perforated edge drains along the back of curb on both sides of the proposed roadways is proposed to provide subsurface drainage for the pavement section.

A sidewalk is proposed along the south side of 12th Avenue S. The sidewalk will meet the Americans with Disabilities Act (ADA) standards for accessibility. Concrete driveway aprons will be installed at each driveway. Boulevards will be restored with topsoil and seeded in all disturbed areas.

The proposed 9th Street S. street improvements will consist of installing a cul-de-sac at the terminus of the existing street to accommodate emergency and maintenance vehicle turnaround. The cul-de-sac will be a bituminous street with concrete curb and gutter on both sides. The residential pavement section will consist of 4 inches of bituminous on 12 inches of Class 5 aggregate, and geotextile fabric all placed on a prepared subgrade.

In conversations with MnDOT regarding access to 12th Avenue S off 11th Street S (TH 4), they are requiring right and left turn lanes to be constructed at the 12th Avenue S intersection. This will require expanding the concrete pavement, paving bituminous shoulders, and grading into the ditch area. The pavement section will match the existing roadway section. This will be determined during final design with recommendations from MnDOT. This will also require the access road to Fleet & Farm Supply to be relocated to align with the 12th Avenue S intersection.

The proposed roadway typical sections are shown on **Figure 3**, and the proposed street improvements are shown in **Figure 4**.

B. Sanitary sewer

Given the age and condition of the sanitary sewer throughout the project area, most of the existing pipe and manholes are recommended to remain in place. Due to conflicts with the proposed storm water pond, the sanitary sewer will need to be rerouted with 12-inch PVC pipe and precast concrete manholes with gasketed joints on the south and east side of the proposed storm water pond. The remaining existing manhole heights will be adjusted to accommodate the proposed roadway elevation. 6-inch service lines will be installed from the existing mainline sewer and stubbed to the right-of-way lines to serve the proposed lots.

The proposed sanitary sewer improvements are shown in **Figure 3**.

C. Watermain

A 12-inch watermain is proposed to be constructed along 12th Avenue S from 7th Street S to 11th Street S (TH 4) and an 8-inch watermain is proposed to be constructed along 9th Street S to the end of the cul-de-sac. 6-inch water services will be constructed at the proposed lot locations. New valves and hydrants will be provided at appropriate locations to facilitate pressure testing of the new watermain and allow for isolating segments of watermain for repairs and future maintenance.

The watermain along 11th Street S (TH4) will be encroached upon by the widening of the roadway for turn lanes. If a watermain break would happen in the area, roadway replacement would be required and increase the cost of the repair. Given the history of watermain breaks in the area, the watermain along 11th Street S (TH 4) from 10th Ave S to 12th Ave S is recommended for replacement prior to the widen of the roadway for turn lanes.

The proposed water distribution system improvements are shown in **Figure 3**.

D. Storm Sewer/Drainage

The proposed site improvements are designed to optimize the developable land area, meet post-construction water quality volume requirements, and mitigate flood risk for parcels located near the low-lying area west of Trunk Highway (TH) 4, which is subject to high runoff volumes from a large upstream drainage basin. A regional wet detention pond is proposed to address the substantial retention volume needs, comply with water quality standards, and accommodate site topography. Excavation for the pond will also serve to balance earthwork quantities across the site, thereby minimizing construction costs.

Storm Sewer Design Considerations

The storm sewer system must address several critical factors:

- **Discharge Feasibility:** Evaluate the potential to discharge to the existing 36-inch reinforced concrete pipe (RCP) culvert under TH 4 while integrating the proposed pond.
- **Hydraulic Connectivity:** The project site lies downgradient of the existing 36-inch storm sewer at 12th Avenue and 4th Street, necessitating provisions for future hydraulic connection.
- **Planned Infrastructure:** Scheduled 2025 improvements to 7th Street South include installation of a new 18-inch storm sewer outfall at the future 12th Avenue intersection and replacement of existing dual 22-inch culverts with a single 36-inch culvert.

Due to significant fill requirements and associated costs, utilizing the existing 36-inch TH 4 culvert for stormwater discharge is not feasible. Additionally, the invert elevation of the 12th Avenue storm sewer is too deep to allow for a gravity connection to the proposed basin. A straight-grade alignment from St. James Creek to the 12th Avenue invert results in a 0.35% slope, which will define the normal water level (NWL) of the proposed basin.

Hydraulic modeling supports the use of a 36-inch storm sewer from 7th Street South to the basin and from the basin to St. James Creek. This configuration satisfies design criteria and mitigates flood risk within the project area.

Volume and Storage Requirements

The proposed basin is designed in accordance with the National Pollutant Discharge Elimination System (NPDES) permit requirements. Wet sedimentation basins must provide a permanent pool volume of 1,800 cubic feet per acre of tributary drainage area and limit water quality discharge rates to 5.66 cubic feet per second (cfs) per acre of basin surface area.

The low-lying area adjacent to TH 4 is the most suitable location for basin construction. Preliminary grading yields a surface area of 2.8 acres at NWL, resulting in a maximum allowable discharge rate of 15.85 cfs at the water quality elevation.

Best management practices recommend that the basin fully contain the 100-year design storm without activating the emergency overflow (EOF). However, due to site constraints, the design also considers a back-to-back 100-year storm event scenario. Modeling indicates that even under conditions where the TH 4 culvert is fully obstructed, adjacent properties remain unaffected.

Water Quality: To promote development and reduce stormwater-related construction costs for future stakeholders, the project aims to provide stormwater treatment for fully developed parcels. Assuming 85% impervious coverage for commercial and industrial lots, the estimated water quality volume (WQ_V) is calculated as follows:

$$WQ_V = \left(1.45 \text{ acres} * \frac{1 \text{ in}}{12 \frac{\text{in}}{\text{ft}}} \right) + \left(16.48 \text{ acres} * 0.85 * \frac{1 \text{ in}}{12 \frac{\text{in}}{\text{ft}}} \right) = 1.29 \text{ acre} - \text{ft}$$

Future expansion of the water quality volume will be considered to accommodate anticipated residential development between 4th Street and 7th Street South, which will be hydraulically connected to the proposed basin via future storm sewer extensions.

Figure 4 illustrates the proposed basin footprint and storm sewer layouts.

E. Site Grading Improvements

To minimize excavation costs for roadway and stormwater pond improvements, it is proposed that excess material from the pond construction be used to build up the elevation of the streets and the lots within the project area. A stockpile of suitable material from the 7th Street S Improvements will also be available for use as fill on this project. Prior to placing any fill on the proposed street or lots, the underlying topsoil will be stripped, and suitable clay material will be placed in lifts and compacted according to recommendations provided by a geotechnical engineer. Soil boring will be conducted during the design phase to determine the properties of the underlying soil and its ability to support commercial/industrial business when placed on compacted embankment.

It should be noted that proposed earthwork quantities are an estimate and depend on several assumptions that are difficult to quantify. Adjustments and corrections during construction will likely be necessary to account for variations in topsoil depth, soil moisture content and shrinkage, and the contractor's means and methods of construction.

F. Private Utilities

Major conflicts with existing private utilities are not expected as a part of this project. Private utility owners will be contacted during the design and construction phase of the project to coordinate any issues that may arise. It is expected that gas, electric, and telecommunication utilities will be extended along the roadway corridors following the proposed improvements to provide service to the proposed project.

IV. Right of Way and Easements

Right of way and permanent easements acquisition are necessary for this project. A plat will need to be developed for the project area to define the proposed right of way, permanent easements, and lot areas. A permanent easement will also have to be acquired for storm pond outlet pipe.

The proposed right of way along 12th Street S will be 60 foot wide.

V. Approvals and Permits

Approvals and Permits are required from various agencies for the construction of the project. They include the following:

- Minnesota Pollution Control Agency (MPCA) General Construction Storm Water Permit
- MPCA Sanitary Sewer Extension Permit and Environmental Review Pre-screening Form
- Minnesota Department of Health (MDH) Plan Review for Watermain Construction
- Minnesota Department of Transportation (MnDOT) Utility Work in Trunk Highway Right-of-Way Permit
- Coordination with Minnesota Department of Transportation (MnDOT) for proposed turn lanes.

VI. Project Cost Estimate and Financing

The estimated costs are summarized in the following table:

Estimated Project Cost	
Street	\$1,012,740
Storm	\$147,640
Sanitary Sewer and Services	\$297,730
Watermain and Services	\$538,320
Pond/Grading	\$3,052,030
Turn Lanes	\$518,760
Total	\$5,567,210

These cost estimates are based on public construction cost information from other recent projects similar in scope. A contingency factor has been included to compensate for incidental and unforeseen items of work which may not be readily identifiable during the preliminary design stage. The estimated costs of engineering, administration, legal and financing are included in the project costs. Since the cost estimates are dependent on the cost of labor, materials, competitive bidding process, weather conditions, and other factors affecting the cost of construction, all cost estimates are opinions for general information and no warranty or guarantee as to the accuracy of construction cost is made. Therefore, financing for this project should be based upon actual competitive bid prices with reasonable contingencies.

It is anticipated that funding for the proposed street and utility improvements would be provided by a combination of special assessments, City funds, and bond funds. Following the requirements of Chapter 429 of the Minnesota State Statutes, at least 20% of the project cost bonded for will have to be assessed.

Assessment proceedings (hearing, notices, etc.) for the project will follow the requirements of Chapter 429 of the Minnesota State Statutes. Detailed assessment rolls will be prepared once the Preliminary Engineering Report has been approved and a date for the Improvement Hearing has been set.

VII. Proposed Project Schedule

The following schedule is proposed for this project:

Proposed Project Schedule	
Date	Task
July 15, 2025	Resolution Receiving Report and Calling for Hearing on Improvements
August 19, 2025	Improvement Hearing & Authorize Plans & Specifications
January 20, 2026	Approve Plans & Specs and Advertise for Bid
February 19, 2026	Open Bids
March 17, 2026	Assessment Hearing
	Resolution Adopting Assessment
	Resolution Awarding Contract
May 2026	Begin Construction (Approx.)
September 2026	End Construction (Approx.)

VIII. Conclusions and Recommendations

The extension of City roadways and utilities is necessary for the expansion of the 12th Avenue S highway district. From an engineering perspective, the improvements recommended in this report are feasible, cost effective, and necessary. These improvements can best be accomplished by letting competitive bids for the work. Feasibility is contingent upon City Council findings with respect to project financing.

We recommend that the Council accept this report and call for a hearing on the proposed improvements to solicit public input on this project.

Appendix A: Figures

12th Avenue S Highway District Expansion

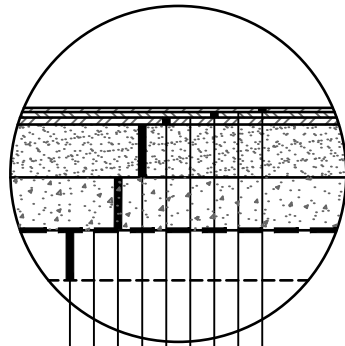
City of St. James, Minnesota

Figure 1: Existing Conditions

July 2025



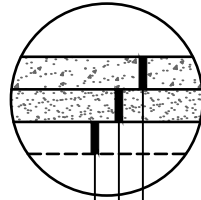




- 1.5" WEARING COURSE MIXTURE
- BITUMINOUS TACK COAT
- 2.5" NON-WEARING COURSE MIXTURE
- BITUMINOUS TACK COAT
- 2.5" NON-WEARING COURSE MIXTURE
- 12" AGGREGATE BASE, CLASS 5
- 12" SELECT GRANULAR BORROW
- GEOTEXTILE FABRIC
- 12" SUBGRADE PREPARATION

12TH AVENUE S BITUMINOUS PAVEMENT

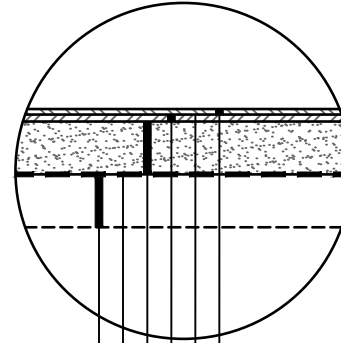
NOT TO SCALE



- 4" CONCRETE WALK
- 6" AGGREGATE BASE, CLASS 5
- SUBGRADE PREPARATION

CONCRETE WALK

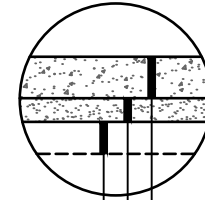
NOT TO SCALE



- 1.5" WEARING COURSE MIXTURE
- BITUMINOUS TACK COAT
- 2.5" NON-WEARING COURSE MIXTURE
- 12" AGGREGATE BASE, CLASS 5
- GEOTEXTILE FABRIC
- 12" SUBGRADE PREPARATION

9TH STREET S BITUMINOUS PAVEMENT

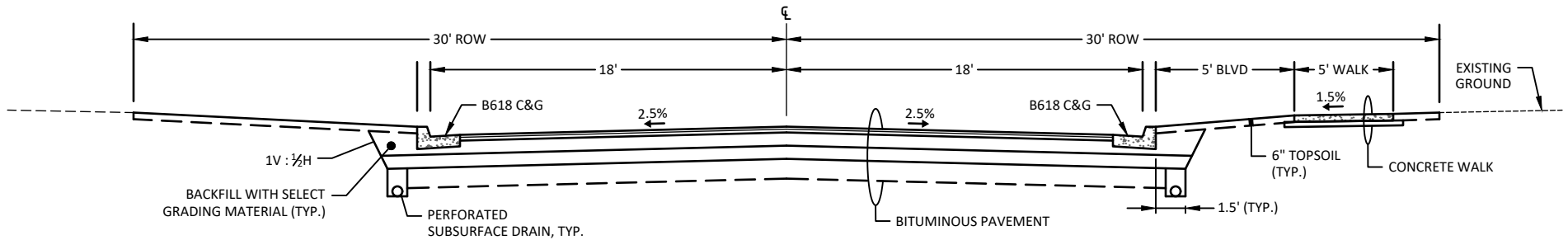
NOT TO SCALE



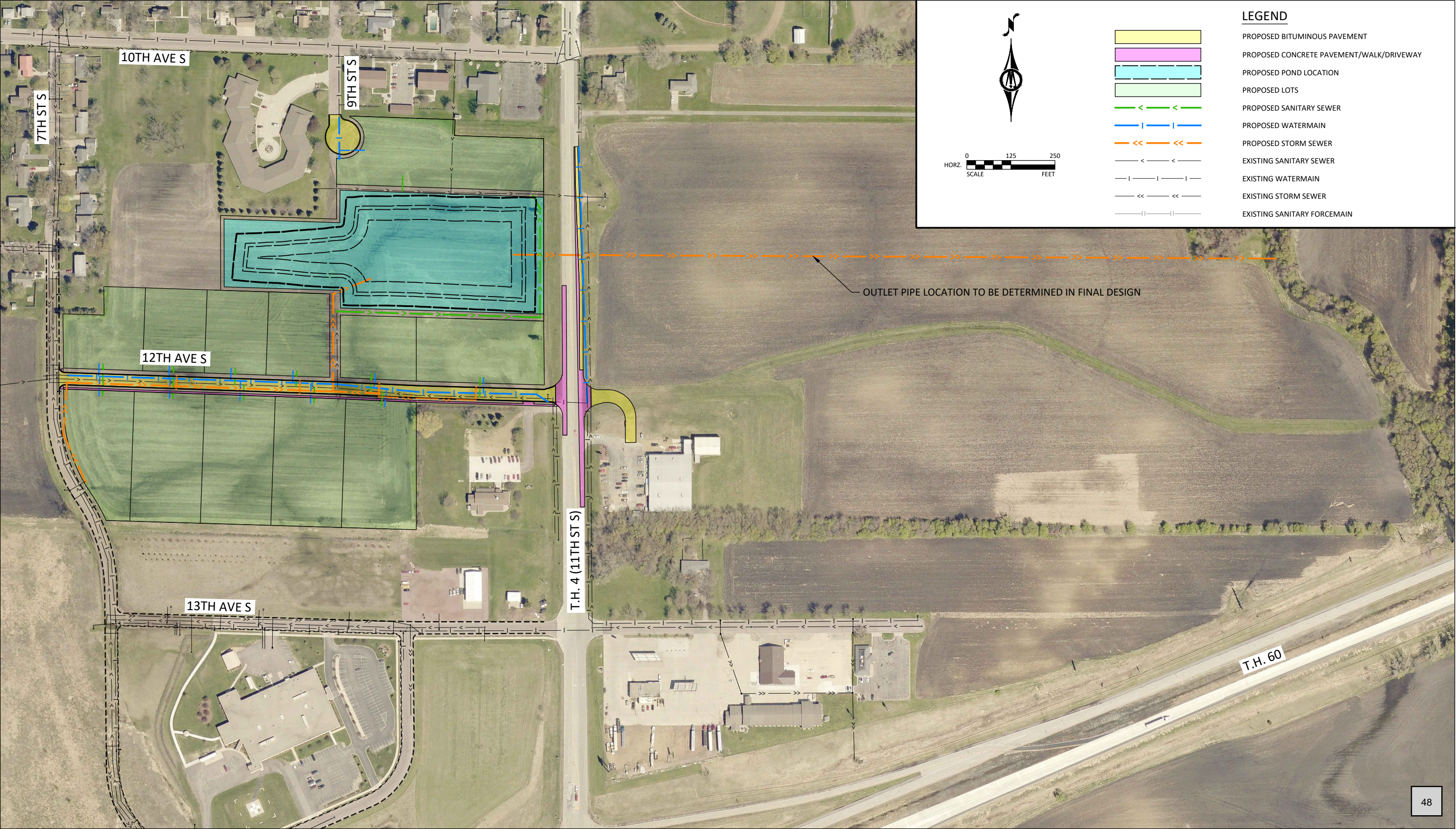
- 7" CONCRETE DRIVEWAY PAVEMENT
- 6" AGGREGATE BASE, CLASS 5
- SUBGRADE PREPARATION

CONCRETE DRIVEWAY PAVEMENT

NOT TO SCALE



12TH AVENUE S TYPICAL SECTION



Appendix B: Preliminary Engineer's Estimate

0001 PROJECT NO: 24X136274

H:\STIA\24X136274000\2_Preliminary\A_Calculations\136274 Prelim Eng Estimate PER 6-23-25.xlsx\Engineer's Estimate

Item No.	Item	Unit	Unit Price	STREET		POND/GRADING/STORM		STORM SEWER		SANITARY SEWER		WATERMAIN		TH 4 TURN LANES		PROJECT COSTS	
				Est. Quantity	Est. Amount	Est. Quantity	Est. Amount	Est. Quantity	Est. Amount	Est. Quantity	Est. Amount	Est. Quantity	Est. Amount	Est. Quantity	Est. Amount	Est. Quantity	Est. Amount
1	MOBILIZATION & TRAFFIC CONTROL	LUMP SUM	\$150,000.00	0.15	\$23,100.00	0.45	\$68,200.00	0.02	\$3,300.00	0.04	\$6,600.00	0.06	\$8,800.00	0.27	\$40,000.00	1.00	\$150,000.00
2	REMOVE CURB & GUTTER	LIN FT	\$12.00	200	\$2,400.00											200	\$2,400.00
3	REMOVE PAVEMENT	SQ YD	\$10.00	520	\$5,200.00									2310	\$23,100.00	2830	\$28,300.00
4	EXCAVATION - COMMON	CU YD	\$9.00			80000	\$720,000.00							2500	\$22,500.00	82500	\$742,500.00
5	COMMON EMBANKMENT	CU YD	\$6.00			94000	\$564,000.00							1000	\$6,000.00	95000	\$570,000.00
6	SUBGRADE EXCAVATION	CU YD	\$15.00	1600	\$24,000.00									200	\$3,000.00	1800	\$27,000.00
7	STABILIZING AGGREGATE (CV)	CU YD	\$60.00	1600	\$96,000.00									200	\$12,000.00	1800	\$108,000.00
8	SELECT GRANULAR BORROW (CV)	CU YD	\$25.00	2600	\$65,000.00									1350	\$33,750.00	3950	\$98,750.00
9	AGGREGATE BASE, CLASS 5	CU YD	\$45.00	2600	\$117,000.00									900	\$40,500.00	3500	\$157,500.00
10	1.5" BITUMINOUS WEAR COURSE	SQ YD	\$8.00	6400	\$51,200.00									1500	\$12,000.00	7900	\$63,200.00
11	2.0" BITUMINOUS NON-WEAR COURSE	SQ YD	\$10.00	6400	\$64,000.00											6400	\$64,000.00
12	2.5" BITUMINOUS NON-WEAR COURSE	SQ YD	\$13.00	6400	\$83,200.00									1500	\$19,500.00	7900	\$102,700.00
13	8" CONCRETE PAVEMENT	SQ YD	\$90.00											1930	\$173,700.00	1930	\$173,700.00
14	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$25.00	3500	\$87,500.00											3500	\$87,500.00
15	4" PERFORATED EDGE DRAIN	LIN FT	\$15.00	3500	\$52,500.00											3500	\$52,500.00
16	4" CONCRETE WALK	SQ FT	\$8.00	7200	\$57,600.00											7200	\$57,600.00
17	6" CONCRETE WALK	SQ FT	\$14.00	200	\$2,800.00											200	\$2,800.00
18	TRUNCATED DOMES	SQ FT	\$70.00	40	\$2,800.00											40	\$2,800.00
19	CONNECT TO EXISTING SANITARY	EACH	\$1,000.00							14	\$14,000.00					14	\$14,000.00
20	12" SANITARY SEWER	LIN FT	\$85.00							1000	\$85,000.00					1000	\$85,000.00
21	CONSTRUCT SANITARY MANHOLE	LIN FT	\$600.00							100	\$60,000.00					100	\$60,000.00
22	8"x6" WYE	EACH	\$600.00							3	\$1,800.00					3	\$1,800.00
23	12"x6" WYE	EACH	\$1,300.00							10	\$13,000.00					10	\$13,000.00
24	6" SANITARY SERVICE	LIN FT	\$50.00							700	\$35,000.00					700	\$35,000.00
25	CASTING ASSEMBLY - SANITARY	EACH	\$1,000.00							4	\$4,000.00					4	\$4,000.00
26	CONNECT TO EXISTING WATERMAIN	EACH	\$1,200.00									7	\$8,400.00			7	\$8,400.00
27	6" WATERMAIN	LIN FT	\$55.00									800	\$44,000.00			800	\$44,000.00
28	8" WATERMAIN	LIN FT	\$65.00									1650	\$107,250.00			1650	\$107,250.00
29	12" WATERMAIN	LIN FT	\$75.00									950	\$71,250.00			950	\$71,250.00
30	6" GATE VALVE & BOX	EACH	\$2,500.00									16	\$40,000.00			16	\$40,000.00
31	8" GATE VALVE & BOX	EACH	\$3,500.00									4	\$14,000.00			4	\$14,000.00
32	12" GATE VALVE & BOX	EACH	\$6,000.00									2	\$12,000.00			2	\$12,000.00
33	HYDRANT	EACH	\$6,500.00									5	\$32,500.00			5	\$32,500.00
34	WATERMAIN FITTINGS	EACH	\$13.00									4500	\$58,500.00			4500	\$58,500.00
35	CONNECT TO EXISTING STORM SEWER	EACH	\$1,000.00			2	\$2,000.00									2	\$2,000.00
36	12" STORM SEWER	LIN FT	\$60.00					200	\$12,000.00							200	\$12,000.00
37	18" STORM SEWER	LIN FT	\$70.00					300	\$21,000.00							300	\$21,000.00
38	24" STORM SEWER	LIN FT	\$90.00					150	\$13,500.00							150	\$13,500.00
39	36" STORM SEWER	LIN FT	\$160.00			2200	\$352,000.00									2200	\$352,000.00
40	42" STORM SEWER	LIN FT	\$200.00			1500	\$300,000.00									1500	\$300,000.00
41	36" RCP APRON	EACH	\$3,000.00			2	\$6,000.00									2	\$6,000.00
42	42" RCP APRON	EACH	\$3,500.00			1	\$3,500.00									1	\$3,500.00
43	CONSTRUCT POND SKIMMER	EACH	\$15,000.00			1	\$15,000.00									1	\$15,000.00
44	CONSTRUCT STORM MANHOLE	LIN FT	\$1,000.00			120	\$120,000.00	20	\$20,000.00							140	\$140,000.00
45	CONSTRUCT CATCH BASIN	LIN FT	\$600.00					40	\$24,000.00							40	\$24,000.00
46	CASTING ASSEMBLY - STORM	EACH	\$1,000.00			12	\$12,000.00	12	\$12,000.00							24	\$24,000.00
47	STABILIZED CONSTRUCTION EXIT	EACH	\$2,000.00	3	\$6,000.00											3	\$6,000.00
48	SILT FENCE TYPE MACHINE SLICED	LIN FT	\$3.00			5800	\$17,400.00							2000	\$6,000.00	7800	\$23,400.00
49	STORM DRAIN INLET PROTECTION	EACH	\$200.00					15	\$3,000.00							15	\$3,000.00
50	SEEDING	ACRE	\$3,000.00	2	\$6,000.00	23	\$69,000.00							1	\$3,000.00	26	\$78,000.00
51	4" SOLID LINE PAINT	LIN FT	\$0.50											2900	\$1,450.00	2900	\$1,450.00
52	4" DOUBLE SOLID LINE PAINT	LIN FT	\$1.00											1450	\$1,450.00	1450	\$1,450.00
53	24" SOLID LINE PAINT	LIN FT	\$6.00											60	\$360.00	60	\$360.00
54	PAVEMENT MESSAGE PAINT	SQ FT	\$10.00											135	\$1,350.00	135	\$1,350.00

SUBTOTAL:	746,300.00	\$2,249,100.00	\$108,800.00	\$219,400.00	\$396,700.00	\$399,660.00	\$4,119,960.00
CONTINGENCY:	111,950.00	\$337,360.00	\$16,320.00	\$32,910.00	\$59,500.00	\$39,970.00	\$598,010.00
TOTAL ESTIMATED CONSTRUCTION COST:	858,250.00	\$2,586,460.00	\$125,120.00	\$252,310.00	\$456,200.00	\$439,630.00	\$4,717,970.00
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:	154,490.00	\$465,560.00	\$22,520.00	\$45,420.00	\$82,120.00	\$79,130.00	\$849,240.00
TOTAL ESTIMATED PROJECT COST:	1,012,740.00	\$3,052,020.00	\$147,640.00	\$297,730.00	\$538,320.00	\$518,760.00	\$5,567,210.00

August 6, 2025

ITEM: New Business – Resolution 08.25.03: Authorizing the City Manager to Enter into the FY 2025 Airport Infrastructure Grant Agreement #3-27-0137-021-2025 with the U.S. Department of Transportation Federal Aviation Administration

BACKGROUND: The attached resolution approves the federal grant agreement for the design work related to the 6 Unit T-Hangar Improvement Project in the amount of \$113,050. The total project costs relating to the hangar improvement project is estimated at \$1,178,000, with our funding portion being set at 2.5% or \$29,450.

STAFF RECOMMENDATION: Approve/Deny Resolution.

State of Minnesota
County of Watonwan

RESOLUTION NO. 08.25.03

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE
FY 2025 AIRPORT INFRASTRUCTURE GRANT AGREEMENT
#3-27-0137-021-2025 WITH THE U.S. DEPARTMENT OF
TRANSPORTATION FEDERAL AVIATION ADMINISTRATION**

**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 FY 2025 Airport Infrastructure Grant Agreement #3-27-0137-021-2025 with the U.S. Department of Transportation Federal Aviation Administration.

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

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: August 6, 2025



U.S. Department
of Transportation
**Federal Aviation
Administration**

Dakota-Minnesota
Airports District Office

6020 28th Avenue South, Suite 102
Minneapolis, MN 55450
2301 University Drive, Building 23B
Bismarck, ND 58504

July 16, 2025

Ms. Amanda Knoll
City Manager
1205 6th Ave S
St. James, MN 56081

St James Municipal Airport (JYG)
St. James, MN
Grant No 3-27-0137-021-2025
UEI No ZJEVTKKEQKF3
IJA AIG Grant Offer Letter

Dear Ms. Knoll:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project **No. 3-27-0137-021-2025** at St James Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mark Schrader, (701) 323-7384, Mark.R.Schrader@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date July 16, 2025

Airport/Planning Area St James Municipal Airport

Airport Infrastructure Grant
Number 3-27-0137-021-2025

Unique Entity Identifier ZJEVTKKEQKF3

TO: City of St. James

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 10, 2025, for a grant of Federal funds for a project at or associated with the St James Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the St James Municipal Airport (herein called the "Project") consisting of the following:

Construct New Hangar (7,938 square feet) - Phase 1 of 3 for hangar design.

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$113,050.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$113,050 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated October 01, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

- (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
37. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of St. James

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

- other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of St. James), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 10, 2025.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

August 6, 2025

ITEM: New Business – Resolution 08.25.04: Appointing Planning and Zoning Commission Vacancies

BACKGROUND: The attached resolution appoints Steve Finnestad to fill a vacancy until January 1, 2027, and Jacob Beckius to fill a vacancy until January 1, 2028.

STAFF RECOMMENDATION: Approve/Deny Resolution.

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 08.25.04

**RESOLUTION APPOINTING PLANNING AND ZONING COMMISSIONER
VACANCIES**

WHEREAS, the Mayor has authority to appoint board and commission members for the City of St. James; and

WHEREAS, the Council confirms Steve Finnestad to fill the Planning and Zoning Commissioner vacancies until January 1, 2027; and

WHEREAS, the Council confirms Jacob Beckius to fill the Planning and Zoning Commissioner vacancies until January 1, 2028; and

WHEREAS, it is necessary to keep an accurate record of these appointments and to individuals appointed and their term of office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JAMES, MINNESOTA, that the City Council approves Steve Finnestad and Jacob Beckius to the Planning and Zoning Commission.

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

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

Published: _____

Filed: _____

Effective Date: August 6, 2025

August 6, 2025

ITEM: New Business – New Hire: Owen Kuehl, Temporary Sidewalk Intern

BACKGROUND: Owen Kuehl has been hired as the temporary sidewalk intern for the purpose of completing the sidewalk inventory project in connection with the Active Transportation Planning Assistance grant. His start date was Monday, August 4, 2025. His rate of pay has been set to \$15.00/hour (not to exceed \$1,500) as approved and set by the City Council at the June 17, 2025, Council meeting.

STAFF RECOMMENDATION: Approve/Deny New Hire.

August 6, 2025

ITEM: New Business – New Hire: Water Department Fleet Vehicle

BACKGROUND: The Water Department is requesting permission to purchase a fleet vehicle – 4X4 Super Cab SRW with front snowplow and liftgate. The requested fleet vehicle will replace the current 2015 Ford F-350. The trade-in amount is \$21,500. The state-bid price for the fleet vehicle including snowplow and liftgate is \$64,980.50. The total cost is \$43,480.50. This purchase is within the 2025 budget and is being funded through the Capital Equipment Fund. The budgeted amount for this purchase is set at \$50,000.

State-Bid Price =	\$49,900.00
Snowplow/Liftgate =	\$15,080.50
<u>Less Trade-In =</u>	<u>-\$21,500.00</u>
Total Cost =	\$43,480.50

STAFF RECOMMENDATION: Approve/Deny Purchase Request.

Section 12, Item H.

Preview Order 5454 - X3B 4x4 Super Cab SRW: Order Summary Time of Preview: 07/28/2025 09:57:17 Receipt: NA

Dealership Name: Chuck Spaeth Ford, Inc.

Sales Code : F58668

Dealer Rep.	Izaac Brown	Type	Fleet	Vehicle Line	Superduty	Order Code	5454
Customer Name	City stj	Priority Code	H2	Model Year	2026	Price Level	620

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 SUPERCAB PICKUP/148	\$52330	120V/400W OUTLET	\$175
148 INCH WHEELBASE	\$0	POWER SLIDING REAR WINDOW	\$405
TOTAL BASE VEHICLE	\$52330	SNOWPLOW PREP/CAMPER PACKAGE	\$305
ARGON BLUE METALLIC	\$0	TRAILER BRAKE CONTROLLER	\$300
CLOTH 40/20/40 SEAT	\$100	SIRIUSXM W/360L (3 MOS TRIAL)	\$0
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	LED BOX LIGHTING	\$60
.XL TRIM	\$0	UPFITTER SWITCHES	\$230
.AIR CONDITIONING -- CFC FREE	\$0	250 AMP ALTERNATOR	\$85
.AM/FM STEREO MP3/CLK	\$0	TOUGH BED SPRAY IN BEDLINER	\$625
.6.8L DEVCT NA PFI V8 ENGINE	\$0	PRIVACY GLASS	\$100
10-SPEED AUTO TORQSHIFT-G	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	XL CHROME PACKAGE	\$325
3.73 ELECTRONIC-LOCKING AXLE	\$430	.FOG LAMPS	\$0
JOB #1 ORDER	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
PLATFORM RUNNING BOARDS	\$445	FUEL CHARGE	\$0
10500# GVWR PACKAGE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
ENGINE BLOCK HEATER	\$190	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
BACKGLASS DEFROST	\$0	DESTINATION & DELIVERY	\$2195

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MSRP

\$58300

NA

\$58300

ORDERING FIN: QH230 END USER FIN: QH230 PO NUMBER: 5454

Customer Name:

Customer Email:



1130 73rd Avenue NE
Fridley, MN 55432
(763) 571-1902
1-800-795-1902

Highway 60 East
Lake Crystal, MN 56055
(507) 726-6041
1-800-722-0588

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 7/30/2025

Reference: REV1

Company: City of St. James

Address: 124 Armstrong Blvd S

Contact: Bill

Phone#: 507-327-7744

City: St. James

Email: bill.nelson@ci.stjames.mn.us

State: MN

Dealer		Chassis Estimated Delivery	
Truck Make	FORD	CA or CT	
Model Year	2025	Transmission	
Truck Model	F350	Cab Color	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 264957

RELEASE NO: T-763(5)

CONTRACT PERIOD: FEBRUARY 1, 2025, THROUGH JANUARY 31, 2026

EXTENSION OPTION: Up to 48 months

1-UNIT

STATE COOPERATIVE PRICING

QTY

			<u>Price Each</u>	<u>Extended</u>
<u>3.0 Front Snow Plow</u>				
1	3.37	8'2" V-XT Steel Vee Plow	\$8,460.00	\$8,460.00
1	3.37	Install of 8'2" V-XT Poly Vee Plow	\$900.00	\$900.00
1	3.95	Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$361.00	\$361.00
1	3.95	Install of Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$135.00	\$135.00
3	3.97	Plow Shoe Assembly (Per Shoe)	\$64.00	\$192.00
<u>5.0 Liftgates</u>				
1	5.19	G2-60-1342 EA38	\$3,660.00	\$3,660.00
1	5.19	Install of G2-60-1342 EA38	\$900.00	\$900.00
1	5.160	Rear Camera & Sensor Bar	\$110.00	\$110.00
1	5.160	Install of Rear Camera & Sensor Bar	\$312.50	\$312.50
1	5.169	Winter Grade Hydraulic Fluid	\$50.00	\$50.00

Total Package Price

\$15,080.50

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery:

\$4.00

Starting Point:

Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

**NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

***ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Josh Miller
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Email Address:	jmiller@crysteeltruck.com

OPTIONS -- The below options are NOT included in the above package pricing

<u>3.0 Front Snow Plow OPTIONS</u>				
1	3.111	Timbren Load Saver in Front	\$321.00	\$321.00
1	3.111	Install of Timbren Load Saver in Front	\$202.50	\$202.50
<u>5.0 Liftgates OPTIONS</u>				
1		For a liftgate with 1500 lb capacity ILO 1300 lb ADD	\$240.00	\$240.00

August 6, 2025

ITEM: New Business – Proposed Ordinance No. 031, 4th Series: Amending Chapter §156.033 of the St. James City Code Pertaining to Signs – 1st Reading

BACKGROUND: The attached proposed ordinance amends Chapter §156.033 of the St. James City Code pertaining to signs. This proposed amendment specifically updates this ordinance by adding subsection §156.033(O) Signs Material Standards in Business Districts.

First Reading: August 6, 2025

Notice of Proposed Ordinance: August 8, 2025

Second Reading and Final Vote: August 19, 2025

Approval of Publication of Title and Summary of Ordinance by the Council: August 19, 2025

Publication of Title and Summary of Ordinance: August 28, 2025

Publication of Entire Text of Ordinance at Watonwan County Library:

Recorded in the Ordinance Book and Available on Website:

Effective Date of Ordinance:

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

State of Minnesota
County of Watonwan

ORDINANCE 031, 4TH SERIES

AN ORDINANCE AMENDING CHAPTER §156.033 TO THE ST. JAMES CITY CODE
PERTAINING TO SIGNS

The City of St. James does ordain:

Section 1. Title XV of the City Code is amended by adding Chapter §156.033(O) to read as follows:

§ 156.033 SIGNS.

(O) Sign Material Standards in Business Districts.

- (1) Applicability. This subsection applies to all permanent signs in the B-2, B-3, and B-4 Business Districts. It does not apply to temporary signs as defined in § 156.033(B), monument signs subject to (N), or signs specifically exempt under § 156.033(A).
- (2) Permitted materials. Permanent signs in the business districts must be constructed from high-quality, durable materials that are weather-resistant and suitable for long-term outdoor use, including but not limited to:
 - (a) Painted or sealed wood;
 - (b) Aluminum, steel, or other corrosion-resistant metals;
 - (c) High-density urethane (HDU) or other durable synthetic materials designed for sign construction;
 - (d) Glass, acrylic, or similar rigid materials;
 - (e) Fabricated composite panels;
 - (f) Approved metal shrouds and architectural elements that match building design.
- (3) Prohibited materials. The following materials shall not be used for permanent signs in business districts:
 - (a) Cardboard, paper, foam board, or similar temporary substrates;
 - (b) Plywood or raw wood not sealed or painted;
 - (c) Vinyl banners used in place of a permanent sign;
 - (d) Plastic that is prone to fading, yellowing, warping, or cracking;
 - (e) Any material that poses a safety hazard due to poor structural integrity.

- (4) Existing Signs. Existing permanent signs constructed from materials not listed in § 156.033(O)(2) shall be allowed to remain until they are replaced, reconstructed, or become non-conforming under § 156.033(M).
- (5) Administrative discretion. The Planning and Zoning Commission may approve alternative materials upon determination that the material is of equal or greater durability, weather resistance, and visual quality to those listed above.

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

First Reading: _____

Second Reading: _____

Date of Publication: _____

Date Ordinance Takes Effect: _____

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

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk-Treasurer