

### **City Council Meeting Agenda**

November 18, 2025 at 5:30 PM

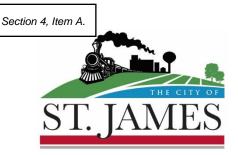
St. James City Hall – Council Chambers

- 1. CALL TO ORDER
- **2. ROLL CALL:** Mayor Christopher Whitehead, Councilpersons: Susan Craig, Kathleen Hanson, Paul Harris, Stephen Lindee, Hannah Rushing
- 3. DETERMINATION OF QUORUM
- 4. APPROVAL OF MINUTES
  - A. Consideration to Approve Minutes 11.04.2025 Council Meeting
- 5. CONSENT ITEMS
  - A. Payment of Claims and ACH Payments
- 6. SCHEDULED BID LETTING
- 7. SCHEDULED PUBLIC HEARINGS
- 8. ADMINISTRATIVE APPEALS
- 9. FINANCIAL REPORTS
- 10. LICENSES AND PERMITS
- 11. OLD BUSINESS
- 12. NEW BUSINESS
  - A. Consideration to Approve Resolution 11.25.06 Ordering the Removal of Hazardous Building Located at 50 7th Avenue South
  - B. Consideration to Approve Resolution 11.25.07 Authorizing the City Manager to Enter into the Farmland Lease Agreement with Bocock Farms
  - Consideration to Approve Resolution 11.25.08 Accepting Proposal for Professional Services for the Airport Airfield Pavement Maintenance Project
  - Consideration to Approve Resolution 11.25.09 Accepting Proposal for Professional Services for the Airport Runway 15/33 Clear Zone Acquisition Plan (CZAP) Project
  - Consideration to Approve Resolution 11.25.10 Authorizing the City Clerk-Treasurer to Transfer Funds to Close Fund 444
  - Consideration to Approve Resolution 11.25.11 Accepting Financial Gift from the American Legion Post #33
- 13. REPORT OF BOARDS, COMMISSIONS AND DEPARTMENT HEADS
- 14. ADJOURNMENT

ITEM: Approval of Minutes – 11.04.2025 Council Minutes

**BACKGROUND:** The Minutes of November 4, 2025, City Council Meeting are attached for review and approval.

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



### **City Council Meeting Minutes**

November 04, 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, Hannah Rushing

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

#### 3. DETERMINATION OF QUORUM

#### 4. APPROVAL OF MINUTES

A. Consideration to Approve Minutes – 10.21.2025 Council Meeting

Motion made by Rushing, Seconded by Harris.

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

Upon voice vote, it was unanimously approved.

#### 5. CONSENT ITEMS

A. Payment of Claims and ACH Payments

Payment of Claims totaling \$1,676,296.16 is as follows: \$1,353,995.64 Check No. 705197 - 705322 and \$322,300.52 ACH No. 2113 - 2130 as listed in the check register.

Motion made by Craig, Seconded by Hanson.

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

Upon voice vote, it was unanimously approved.

- 6. SCHEDULED BID LETTING
- 7. SCHEDULED PUBLIC HEARINGS
- 8. ADMINISTRATIVE APPEALS
- 9. FINANCIAL REPORTS
- 10. LICENSES AND PERMITS
- 11. OLD BUSINESS
- 12. NEW BUSINESS

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

Resolution 11.25.01 adopts the final assessment roll for the 7th Street South, 13th Avenue South, & Moulton and Parsons Drive improvement project No. 24X.135115.000. The final assessment hearing was held on October 21, 2025, with no objections to the assessment amount.

Motion made by Craig, Seconded by Rushing.

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

Whereupon Mayor Christopher Whitehead declared Resolution 11.25.01 duly passes 5-0.

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

Resolution 11.25.02 requests Watonwan County to withhold the identified tax-forfeited properties from the pending public auction and conduct a nonpublic conveyance of the properties to the City for public purposes. The properties identified are currently unsafe, blighted, and with the lack of utilities, pose ongoing public safety hazards to residents. MN Statute §282.01, Subd. 7A, provides for the nonpublic sale of tax-forfeited land to governmental subdivisions for public purposes, including the elimination of nuisances and dangerous conditions.

Motion made by Hanson, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 11.25.02 duly passed 5-0.

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

Resolution 11.25.03 authorizes the COLA adjustment to take effect December 1, 2025. Employee benefits, including health, dental and vision insurance renew and adjust on December 1 annually. Implementing the COLA effective December 1st annually, allows payroll staff to complete all system updates and testing prior to the start of the new calendar year, reducing workload during year-end processing and ensuring accurate payroll and benefit records.

Motion made by Rushing, Seconded by Lindee.

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

Whereupon Mayor Christopher Whitehead declared Resolution 11.25.03 duly passed 5-0.

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

Resolution 11.25.04 accepts the renewal terms to insurance coverage and sets the negotiated and approved wage scales for 2026. Each year, the City reviews employee benefit renewals and wage adjustments as part of the annual budget process.

Motion made by Lindee, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 11.25.04 duly passed 5-0.

Section 4. Item A.

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

Resolution 11.25.05 approves the marketing agreement with Utility Service partners, Inc. for an initial term of three (3) years.

Motion made by Rushing, Seconded by Craig.

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

Whereupon Mayor Christopher Whitehead declared Resolution 11.25.05 duly passed 5-0.

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

Resolution 11.25.06 approves the joint resolution for orderly annexation with St. James Township. The City of St. James and St. James Township entered into an Orderly Annexation Agreement in 1989 which allows the City and Township to bring properties into city limits by joint resolution when the land has been designated in the annexation area and is served or planned to be served by city utilities. St. James Township approved the joint resolution on October 21, 2025.

Motion made by Rushing, Seconded by Harris.

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

Whereupon Mayor Christopher Whitehead declared Resolution 11.25.06 duly passed 5-0.

G. Consideration to Accept Agenda Request - Bob Rinne

Motion made by Rushing, Seconded by Craig.

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

Upon voice vote, it was unanimously approved.

Bob Rinne addressed Council to express his concern with the current deer population within city limits. No action taken at this time.

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

#### 14. ADJOURNMENT

Motion made by Rushing, Seconded by Lindee.

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

All Yea - motion carried. The meeting adjourned at 6:03 p.m.

Kristin Hurley, City Clerk-Treasurer

**ITEM:** New Business – Resolution 11.25.06: Ordering the Removal of Hazardous Building Located at 50 7<sup>th</sup> Avenue South

**BACKGROUND:** The attached resolution determines that the structure located at 50 7<sup>th</sup> Avenue South is hazardous, dilapidated, unsafe, and a danger to public health, safety, and welfare. The property owners were served with a notice and order to repair or remove in which no response has been received. This resolution also orders that if the property owner fails to comply, the city is authorized to abate the property and assess the cost against the property.

**ACTION REQUESTED:** Approve/Deny Resolution.

### State of Minnesota County of Watonwan

#### **RESOLUTION NO. 11.25.06**

# RESOLUTION ORDERING THE REMOVAL OF HAZARDOUS BUILDING LOCATED AT 50 $7^{\rm TH}$ AVENUE SOUTH, ST. JAMES, MINNESOTA

**WHEREAS**, the City of St. James, Minnesota, pursuant to its authority under Minnesota Statutes §463.15 through §463.26, has inspected certain real property located at 50 7<sup>th</sup> Avenue South, St. James, Minnesota, and determined that a structure located thereon is hazardous, dilapidated, unsafe, and a danger to public health, safety, and welfare; and

**WHEREAS,** on October 15, 2025, the Building Official issued a written Notice and Order to Repair or Remove Hazardous Building to the property owner(s) of record, Castillo Properties, requiring that the hazardous structure be repaired or removed within 30 days of service; and

**WHEREAS**, said Order was properly served upon the property owner(s) in accordance with Minnesota Statutes §463.17; and

**WHEREAS**, the property owner has failed to respond and has not completed the required abatement within the time prescribed.

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

- **1.** The building located at 50 7<sup>th</sup> Avenue South is hereby declared a hazardous building under Minnesota Statutes §463.15.
- **2.** The property owner, Castillo Properties, is ordered to remove said structure within 30 days of this Resolution.
- **3.** Should the owner fail to comply, the City is authorized to contract for the demolition, cleanup, or abatement of the property.
- **4.** All costs incurred by the City in connection with such work, including administrative expenses, shall be assessed against the property taxes as provided in Minnesota Statute §463.21.
- **5.** The City Manager and City Attorney are authorized and directed to carry out this Resolution and record all necessary documentation.

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

	Christopher Whitehead, Mayor
ATTEST:	
Kristin Hurley, City Clerk	

**ITEM:** New Business – Resolution 11.25.07: Authorizing the City Manager to Enter into the Farmland Lease Agreement with Bocock Farms

**BACKGROUND:** The attached resolution approves the lease agreement to farm 110 acres surrounding the St. James Municipal Airport at \$275 per acre for a contract term of four (4) years. The bid opening was held on Wednesday, November 12, 2025, at 10:00 AM.

**ACTION REQUESTED:** Approve/Deny Resolution.

Section 12, Item B.

RESOLUTION NO.: 11.25.07

State of Minnesota County of Watonwan

#### **RESOLUTION NO. 11.25.07**

## RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FARMLAND LEASE AGREEMENT WITH BOCOCK FARMS

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

**Section 1:** The City Manager is hereby authorized and directed to sign the Farmland Lease Agreement with Bocock Farms.

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

ATTEST:	Christopher Whitehead, Mayor
Kristin Hurley, City Clerk	

#### **FARM LEASE - CASH RENT**

THIS AGREEMENT, made <u>November 18, 2025</u>, by and between <u>City of St. James</u>, parties of the first part, LESSORS, and <u>Bocock Farms</u> of the County of <u>Watonwan</u>, State of <u>Minnesota</u>, party of the second part, LESSEE;

WITNESSETH, that the said parties of the first part, in consideration of the rents and covenants hereinafter mentioned, do hereby lease and let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said parties of the first part, the following-described premises situated in <u>Watonwan</u> County, Minnesota, as follows:

<u>Parcel #1</u>: Part of Southeast Quarter (SE 1/4) of Section Sixteen (16), Township One Hundred Six (106), Range Thirty-one (31), Watonwan County, Minnesota.

#### Parcel #2:

Part of Northwest Quarter and Northeast Quarter (NW  $\frac{1}{4}$  and NE  $\frac{1}{4}$ ) of Section Sixteen (16), Township One Hundred Six (106), Range Thirty-one (31), Watonwan County, Minnesota.

2.9 acres in the Northeast Quarter (NE ¼) of Section Sixteen (16), Township One Hundred Six (106), Range Thirty-one (31), Watonwan County, Minnesota.

containing 1 1 0 acres be the same more or less, of which described premises the second party hereby agrees to till and put in and harvest crops on not less than 1 1 0 acres each year during the continuance of this Lease. Unless otherwise indicated, the LESSORS are the record owners of the real estate. Record owner(s) is <u>City of St. James</u>.

To Have and to Hold, the above rented premises just as they are, without any obligation of LESSORS to make any alterations, repairs, or improvements of any kind, unto the said second party, second party's heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of <u>f o u r (4)</u> year(s) from and after the <u>1st day of March</u>, 2026, the term of this Lease ending the last day of December, 2029.

And the said second party agrees to and with the said first parties to pay as rent for the above-mentioned premises, for and during the full term of the Lease, cash rent in the sum of <u>One-Hundred and Twenty-One Thousand and no/100 (\$121,000.00)</u> Dollars. Payment of cash rent is to be made at <u>St. James, Minnesota,</u> in eight (8) installments, with interest at the rate of 6% on each installment after due, to wit:

Amount Due	<u>Date Due</u>
\$15,125.00	February 1, 2026
\$15,125.00	November 1, 2026
\$15,125.00	February 1, 2027
\$15,125.00	November 1, 2027

\$15,125.00	February 1, 2028
\$15,125.00	November 1, 2028
\$15,125.00	February 1, 2029
\$15.125.00	November 1, 2029

And it is further agreed by and between the parties as follows: That should the second party, hereinafter referred to as the LESSEE, fail to make the payments as specified herein, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants contained herein, then and in that case, said first parties, hereinafter referred to as the LESSORS, may reenter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the LESSEE for the full term of this Lease. If the LESSEE remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this Lease, unless otherwise provided, but to be a tenancy at the Will of the LESSORS. This tenancy may be terminated upon ten (10) days' notice, given by the LESSORS in writing, either delivered to the LESSEE, or sent to him in a sealed envelope, duly stamped and directed to him at 75426 310<sup>th</sup> Street, St. James, Minnesota 56081, which is hereby declared by LESSEE to be his usual post office address.

That if LESSOR sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$\_\_\_\_\_\_\_ total per acre for each acre of said premises newly plowed by said second at the time said possession is demanded. If sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid.

And the LESSEE also covenants and agrees to and with the said LESSORS not to assign this Lease or underlet the above rented premises or any part thereof without first obtaining the written consent of the LESSORS, and that he will, at the expirations of the time as herein recited, quietly yield and surrender the aforesaid premises to the LESSORS, their heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. The LESSEE also covenants and agrees to cultivate the leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect any fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, bins, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The LESSEE is also to destroy all Russian thistles, Canada thistles, cockleburs, and other noxious weeds growing on said land within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the LESSORS or their agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements or repairs, or to prepare

for the succeeding crop, or for any other purpose whatsoever.

And the LESSORS covenant that the LESSEE, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises and the LESSEE agrees to reside in and occupy the buildings thereon, if any are included, for the term aforesaid or that the LESSEE shall provide for the occupation of the said premises by a third party subject to the written consent of the LESSORS which will not be unreasonably withheld. In the event of any rents due hereon being collected by suit, the LESSEE further agrees to pay all expenses which may be incurred thereby, including attorney's fees.

Pursuant to Section 1324(h) of the Food Security Act of 1985 (P.L. 99-198), party of the second part hereby represents and warrants to party of the first part that the following constitutes a complete listing of all buyers, commission merchants, and selling agents to or through whom party of the second part may sell the crops hereinabove pledged as security:

1. 2.

Name:

TENANT(S):

LESSEE. Darin Bocock

Address:

LESSEE covenants and warrants that no Financing Statement covering the collateral is on file in any public office.

#### <u>ADDITIONAL TERMS</u>

A. This lease shall automatically terminate at the end of the first year of the lease if crop restrictions or any FAA rules dealing with the use of the adjacent airport are not followed.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

Dated:

LANDLORD(S):

CITY OF ST. JAMES

CITY OF ST. JAMES

By:

Christopher Whitehead, Mayor

For purposes of reporting the rent to the Internal Revenue Service on Form 1099, the name, address and Federal Identification Number to be used is as follows:

City of St. James

St. James, MN 56081

P.O. Box 70

**ITEM:** New Business – Resolution 11.25.08: Accepting Proposal for Professional Services for the Airport Airfield Pavement Maintenance Project

**BACKGROUND:** The attached resolution accepts the project proposal for the St. James Municipal Airport allowing repairs to be completed on Runway 15/33, Taxiway A, Apron, Hangar Taxilanes, and the parking lot. The project will be funded by the state at 70% of project costs.

**ACTION REQUESTED:** Approve/Deny Resolution.

### State of Minnesota County of Watonwan

Kristin Hurley, City Clerk

#### **RESOLUTION NO. 11.25.08**

## RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL SERVICES FOR THE AIRPORT AIRFIELD PAVEMENT MAINTENANCE PROJECT

**WHEREAS**, the City of St. James owns and operates the St. James Municipal Airport and recognizes the need for pavement maintenance to preserve the quality and safety of the airfield infrastructure, and

**WHEREAS,** pavement maintenance work will include crack repair, patching, sealcoating, and new pavement markings on Runway 15/33, Taxiway A, Apron, Hangar Taxilanes, and the Parking Lot; and

**WHEREAS,** Bolton & Menk, Inc. has submitted a proposal for professional engineering services to provide design, bid, and construction administration services for the Airfield Pavement Maintenance Project; and

**WHEREAS,** project funding will be provided by the Minnesota Department of Transportation (MnDOT) with a cost share allocation of seventy percent (70%) state funds and thirty percent (30%) city funds; and

**WHEREAS**, the City Council has reviewed the proposal and finds it to be in the best interest of the City to proceed with Bolton & Menk for the proposed services.

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

- 1. The proposal from Bolton & Menk, Inc. for professional engineering services related to the Airfield Pavement Maintenance Project is hereby accepted.
- 2. The City Manager are authorized to execute the necessary agreements and documents on behalf of the City of St. James to carry out the intent of this resolution.
- **3.** Funding for the project shall be allocated with 70% provided by MnDOT and 30% provided by the City of St. James.

Adopted by the City Council this 18<sup>th</sup> day of November 2025.

Christopher Whitehead, Mayor

ATTEST:



Real People. Real Solutions.

Ph: (507) 625-4171 Fax: (507) 625-4177 Bolton-Menk.com

November 7, 2025

Ms. Amanda Knoll City Manager City of St. James 1205 6<sup>th</sup> Avenue South St. James, MN 56081

RE: St. James Municipal Airport (JYG)

Airfield Pavement Maintenance

BMI Task Order No.2

**Proposal for Professional Services** 

Dear Ms. Knoll,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Airfield Pavement Maintenance project at the St. James Municipal Airport.

Our understanding of the project is the city desires to complete pavement maintenance on all airfield pavements. Pavement maintenance will include crack repair, patching, seal coating, and new pavement markings. Pavement maintenance will be completed on Runway 15/33, Taxiway A, Apron, Hangar Taxilanes, and the Parking Lot.

Funding for the project will be provided by MnDOT with the State share 70% and the city share 30%.

This proposal will include design, bid, and construction administration services.

#### **SCOPE OF SERVICES:**

#### **TASK 1 DESIGN & BID ADMINISTRATION:**

#### 1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, MnDOT, and other applicable agencies to complete the work elements in Task 1.

G Airfield Pavement Maintenance

Date: November 7, 2025

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#### 1.2 Project Meetings

Up to two (2) meetings with the City and MnDOT are included. It is anticipated that these meetings will include appropriate City and MnDOT personnel and be conducted both virtually and in person. Meetings will be scheduled as necessary for work items included in Task 1.

#### 1.3 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

#### 1.4 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, pavement maintenance, and pavement marking.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Demolition Plan
- Typical Sections
- Pavement Maintenance Plan and Details
- Pavement Marking Plan and Details

Consultant will assemble the technical specifications necessary for the intended work. Standard MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

#### 1.5 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

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#### 1.6 Prepare Final Bidding Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

#### 1.7 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

#### 1.8 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

#### 1.9 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Project Representative will establish this meeting to review Local, State, and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, MnDOT Aeronautics (if available), Subconsultants, Contractor, Subcontractors and utility companies.

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#### 1.10 Construction Management

The Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Sponsor. Services shall include interpretation of the plans and specifications, review of pay applications, explanation of bidding documents to contractor, review of field/change orders, and monitoring of certified payroll reports.

#### 1.11 Resident Project Representative Services

The Sponsor as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative in the execution of the Construction Engineering Services for the project work. The Sponsor and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time Resident Project Representative** services will be provided. It is anticipated the Project will be completed within **15 Working Days**. This will involve one (1) trip by the Project Manager and ten (10) trips by the RPR.

Resident Project Representative Services shall be completed in accordance with the following:

- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Sponsor in the event that the Contractor elects to continue the use of questioned equipment and methods.
- Maintain daily records of the Contractor's progress and activities during the course of
  construction, to include progress of all work. These records document work in
  progress, quality and quantity of materials delivered, test locations and results,
  instructions provided the Contractor, weather, equipment use, labor requirements,
  safety problems, and changes required.
- Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- Evaluate possible material substitutions as requested by the Contractor.
- Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports.
- Measure and compute as-built quantities of all materials incorporated in the work and

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items of work completed and maintain an item record account.

- Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- Attend and participate in construction progress meetings.
- Perform other services as reasonably required by the Sponsor and as outlined in the Contract Documents.

#### 1.12 Final Inspection and Documentation

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, and State representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

Once all the punch list items have been completed to the satisfaction of the Sponso and State, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

Section 12, Item C.

G Airfield Pavement Maintenance

Date: November 7, 2025

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#### **CONSIDERATION:**

The services described above in this proposal shall be completed on a **LUMP SUM** basis of \$40,000.

The anticipated funding participation is as follows:

State (70%): \$ 28,000.00Local (30%): \$ 12,000.00

#### **SCHEDULE**:

We anticipate the work can be performed according to the following schedule.

• Design: December 2025 – March 2026

Bid Letting: April 2026

• Construction: July – August 2026

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

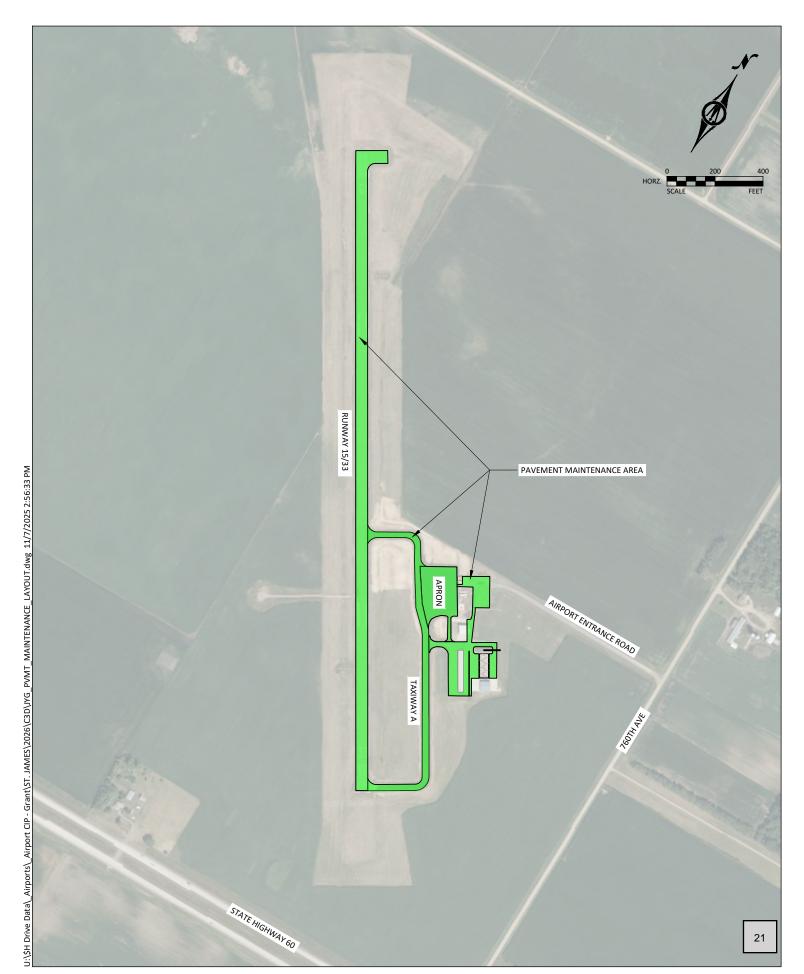
Sincerely,

Bolton & Menk, Inc.

Silas Darmas

Silas Parmar, P.E.	
Aviation Project Manager	
***********	****************
Authorization and acceptance of this letter p	proposal.
St. James, Minnesota	
Ms. Amanda Knoll	Date
City Manager	

Section 12, Item C.



**ITEM:** New Business – Resolution 11.25.09: Accepting Proposal for Professional Services for the Airport Runway 15/33 Clear Zone Acquisition Plan (CZAP) Project

**BACKGROUND:** The attached resolution accepts the project proposal for the St. James Municipal Airport allowing the completion of a Clear Zone Acquisition Plan (CZAP) which will meet guidelines provided by MnDOT to provide justification for noncompliance while maintaining eligibility for state funding opportunities. The City of St. James owns the land under the clear zones of Runway 15/33 except for the Highway 60 and Township Road 116 rights-of-way. The project will be funded by the state at 70% of project costs.

**ACTION REQUESTED:** Approve/Deny Resolution.

### State of Minnesota County of Watonwan

#### **RESOLUTION NO. 11.25.09**

### RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL SERVICES FOR THE AIRPORT RUNWAY 15/33 CLEAR ZONE ACQUISITION PLAN (CZAP) PROJECT

**WHEREAS**, the City of St. James owns and operates the St. James Municipal Airport and recognizes the importance of maintaining compliance with MnDOT Aeronautics safety and land use requirements; and

**WHEREAS,** MnDOT has established a policy on clear zones for the protection of people and property near airports and for the safety of pilots, requiring that the land under each clear zone be owned by the airport sponsor in fee whenever feasible; and

**WHEREAS,** for airports where full land acquisition under the clear zone is not feasible, MnDOT allows the sponsor to request an exemption by completing a Clear Zone Acquisition Plan (CZAP), which provides justification for noncompliance while maintaining eligibility for state funding opportunities; and

**WHEREAS,** the City of St. James currently owns the land under the clear zones of Runway 15/33 except for the Highway 60 and Township Road 116 rights-of-way; and

**WHEREAS**, Bolton & Menk, Inc. has submitted a proposal for professional services to prepare the Runway 15/33 Clear Zone Acquisition Plan (CZAP) for the St. James Municipal Airport, including coordination with MnDOT and completion of all required documentation; and

**WHEREAS,** project funding will be provided by the Minnesota Department of Transportation (MnDOT) with a cost-share allocation of seventy percent (70%) state funds and thirty percent (30%) city funds; and

**WHEREAS**, the City Council has reviewed the proposal and finds in the best interest of the City to accept the proposal and proceed with the project.

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

- 1. The proposal from Bolton & Menk, Inc. for professional engineering services related to the Runway 15/33 Clear Zone Acquisition Plan (CZAP) is hereby accepted.
- **2.** The City Manager are authorized to execute the necessary agreements and documents on behalf of the City of St. James to carry out the intent of this resolution.

**3.** Funding for the project shall be allocated with 70% provided by MnDOT and 30% provided by the City of St. James.

Adopted by the City Council this 18 <sup>th</sup> d	lay of November 2025.
ATTEST:	Christopher Whitehead, Mayor
Kristin Hurley, City Clerk	<u></u>



Real People. Real Solutions.

Ph: (507) 625-4171 Fax: (507) 625-4177 Bolton-Menk.com

November 7, 2025

Ms. Amanda Knoll City Manager City of St. James 1205 6<sup>th</sup> Avenue South St. James, MN 56081

RE: St. James Municipal Airport (JYG)

Runway 15/33 Clear Zone Acquisition Plan (CZAP)

BMI Task Order No.3

**Proposal for Professional Services** 

Dear Ms. Knoll,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Runway 15/33 Clear Zone Acquisition Plan (CZAP) project at the St. James Municipal Airport.

For the protection of people and property near airports and pilots, MnDOT has established a policy on clear zones. Clear zones are a trapezoidal shape which begin 200-feet beyond the end of each runway which should be free of all obstructions. The MnDOT policy desires all airport sponsors own the land under the clear zone in fee. For those airport sponsors which do not, State funding is limited.

MnDOT understands that fee acquisition of all land under the clear zone may not be feasible for every airport sponsor. For these airports, the sponsor can request an exemption to the MnDOT clear zone policy by completing a Clear Zone Acquisition Plan (CZAP). The CZAP must provide justification why the airport sponsor is unable to fully comply with the MnDOT policy.

For Runway 15/33, the city owns the land under the clear zones except for the Highway 60 and Township Road 116 right of way. By completing a CZAP, St. James can request an exemption from the MnDOT Clear Zone Policy and not have State funding opportunities be limited.

Funding for the project will be provided by MnDOT with the State share 70% and the city share 30%.

#### **SCOPE OF SERVICES**:

TASK 1 CLEAR ZONE ACQUISITON PLAN (CZAP)

#### 1.1 Project Meetings

Up to a maximum of three (3) meetings with the Airport Sponsor and MnDOT Office of Aeronautics are included. It is anticipated that these meetings will include appropriate personnel from the Airport Sponsor and MnDOT Office of Aeronautics. It is anticipated the meetings will take place virtually and may cover the following topics or decision points:

G Clear Zone Acquisition Plan (CZAP)

Date: November 7, 2025

Page 2 of 3

- 1. Kickoff meeting to review project purpose and goal.
- 2. Initial review of draft CZAP.
- 3. Final review of draft CZAP.

#### 1.2 Clear Zone Acquisition Plan

The CZAP will be prepared in accordance with the Minnesota State Aviation System Plan Phase II, established in September of 2023.

The CZAP will include the components described below.

#### 1.2.1 Airport and Surrounding Vicinity Map

The Airport Sponsor will be displayed on a 22" x 34" layout to provide a graphic depiction of the airport and the surrounding vicinity. The information on this layout will include the following:

- MnDOT Clear Zone dimensions as established by the MnDOT Clear Zone Guidance Statement established in 2022.
- Existing land ownership within MnDOT Clear Zone, including parcels owned by the Airport Sponsor in fee simple.
- Property interests proposed for future fee simple ownership.
- Property interests neither proposed nor designated for future fee simple ownership.
- Natural and manmade features, structures, and objects pertaining to the airport compatibility of land uses within and in the vicinity of MnDOT Clear Zone, including those that may result in congregations of people or exceed height standards defined by Minnesota Administrative Rules Part 8800.1200.
- Existing airport property boundary.
- Part 77 approach surface at ultimate airport build-out.

#### 1.2.2 Narrative Report

The Narrative report will provide explanation as to why the Airport Sponsor currently does not own 100% of the MnDOT Clear Zone. The report will also suggest possible alternative options for the MnDOT Clear Zone if ownership is not feasible, such as possible easements. The report will describe any efforts that have already been taken to enact any alternative options.

#### 1.2.3 Property Ownership Table

A table will be included on the Airport and Surrounding Vicinity Map as described in Task 1.3.2 and will include the following information:

- Property Owner.
- Estimated market value.
- Existing land use.
- Distance of all buildings from extended runway centerline.
- Height of all buildings.
- When the parcel is anticipated to be acquired and proposed funding source(s).

Section 12, Item D.

G Clear Zone Acquisition Plan (CZAP)

Date: November 7, 2025

Page 3 of 3

#### **CONSIDERATION:**

The services described above in this proposal shall be completed on a **LUMP SUM** basis of \$10,000.00.

The anticipated funding participation is as follows:

State (70%): \$ 7,000.00Local (30%): \$ 3,000.00

#### **SCHEDULE**:

We anticipate the work can be performed according to the following schedule.

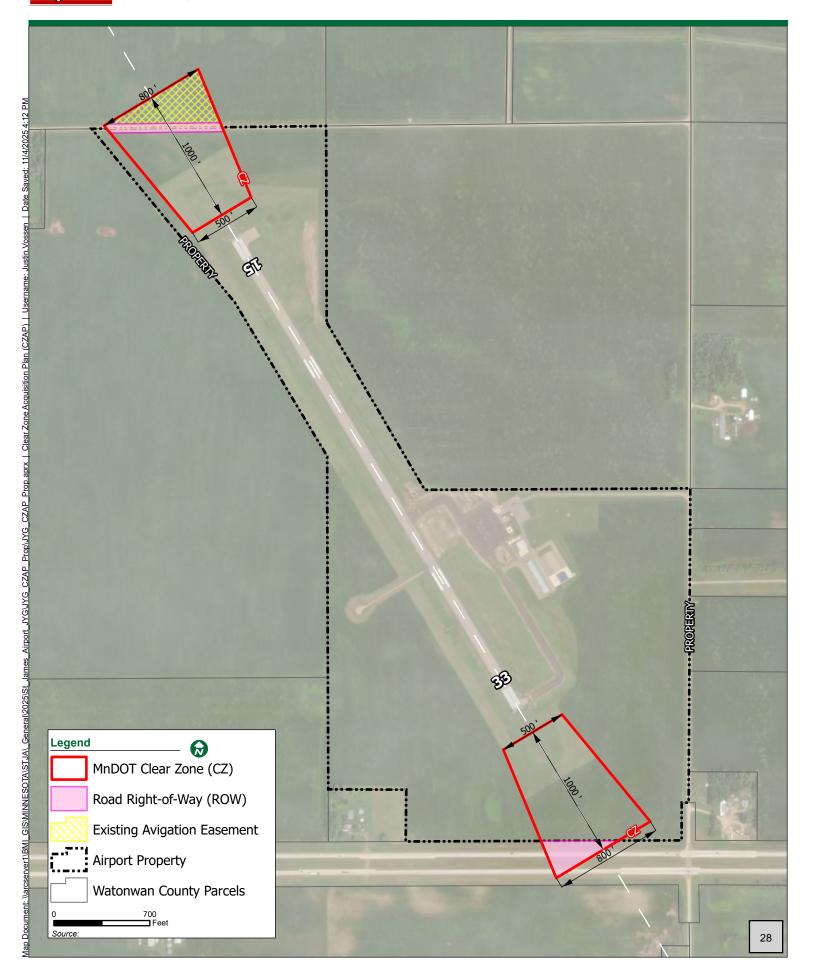
- CZAP: November 2025 February 2026
- Adoption: March 2026

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.

Silas Parman	
Silas Parmar, P.E.	
Aviation Project Manager	
**********	**************
Authorization and acceptance of this letter	r proposal.
St. James, Minnesota	
Ms. Amanda Knoll	Date
City Manager	



**ITEM:** New Business – Resolution 11.25.10: Authorizing the City Clerk-Treasurer to Transfer Funds to Close Fund 444

**BACKGROUND:** The attached resolution authorizes a transfer in the amount of \$112,162.04 from Fund 610 (EDA Housing) to Fund 444 (EDA 4-Plex). This transfer was approved by the EDA Board at the September meeting.

**ACTION REQUESTED:** Approve/Deny Resolution.

Section 12, Item E. RESOLUTION NO.: 11.25.10

State of Minnesota County of Watonwan

#### **RESOLUTION NO. 11.25.10**

# RESOLUTION AUTHORIZING THE CITY CLERK-TREASURER TO TRANSFER FUNDS TO CLOSE FUND 444

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA, that the following sum of money be transferred, along with all future interest earnings and authorize the City Clerk-Treasurer the ability to adjust according.

TRANSFERS	TO	
Fund 610 (EDA Housing)	Fund 444 (EDA 4-Plex Project)	\$ 112,162.04
Adopted by the Council this 18th day of I	November 2025.	
ATTEST:	Christopher Whitehead, Ma	ayor
Kristin K. Hurley, City Clerk - Treasurer	 r	

**ITEM:** New Business – Resolution 11.25.11: Accepting Financial Gift from the American Legion Post #33

**BACKGROUND:** The attached resolution accepts the financial gift from the American Legion Post #33 in the amount of \$500.00 for the Christmas lights in Memorial Park.

The City of St. James extends a heartfelt thank you to the American Legion Post #33 for their generous donation towards Christmas lights in Memorial Park. Your support helps bring holiday joy to our community.

**ACTION REQUESTED:** Approve/Deny Resolution.

RESOLUTION NO.: 11.25.11

State of Minnesota County of Watonwan

#### **RESOLUTION NO. 11.25.11**

### RESOLUTION ACCEPTING FINANCIAL GIFT FROM THE AMERICAN LEGION POST #33

**WHEREAS**, the American Legion Post #33 has offered financial support for the Christmas Lights in Memorial Park and to the citizens of St. James.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF ST. JAMES, WATONWAN COUNTY, MINNESOTA that the City hereby gratefully accepts the financial gift of \$500.00 from the American Legion Post #33 for the expressed purpose of contributing to the Christmas Lights in Memorial Park, to benefit the residents of the City of St. James.

Adopted by the City Council this 18 <sup>th</sup> day of N	Tovember 2025.
ATTEST:	Christopher Whitehead, Mayor
Kristin K. Hurley, City Clerk-Treasurer	