

State of Minnesota
County of Watonwan

RESOLUTION NO. 11.26.10

**RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER
INTO THE DOG IMPOUND TRANSPORTATION AND BOARDING AGREEMENT
WITH THE CITY OF MOUNTAIN LAKE**

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

Section 1. The St. James Mayor and St. James City Manager are hereby authorized and directed to sign the Dog Impound Transportation and Boarding Agreement with the City of Mountain Lake.

Adopted by the City Council this 4th day of November 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin K. Hurley, City Clerk

DOG IMPOUND TRANSPORTATION AND BOARDING AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2026, by and between the City of St. James, a municipal corporation (City of St. James), and the City of Mountain Lake, a municipal corporation (Mountain Lake).

WHEREAS, the parties to this agreement are desirous of entering into an agreement concerning services of the City of St. James Dog Impound Officer in situations involving a dog running at large; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY OF ST. JAMES, BY ITS CITY COUNCIL AND THE CITY OF MOUNTAIN LAKE, BY ITS CITY COUNCIL, HEREBY AGREE AS FOLLOWS:

1. That the purpose of this agreement is to establish, in writing, the contractual rights, obligations and remedies of the parties hereto in respect to:
 - a. Providing City of St. James dog impound transportation and impound services within the incorporated limits of Mountain Lake, MN for dogs determined or alleged by the Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department.
 - b. Such other various and sundry miscellaneous matters as may be agreed upon by the parties.
2. That Mountain Lake shall, at the discretion of the Mountain Lake Police Department utilize the City's dog impound officer in circumstances relating to dogs determined or alleged by the Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department within incorporated areas of the City of Mountain Lake.
3. In consideration of the dog impound transportation services provided by the City of St. James for circumstances where dogs are needed to be transported, Mountain Lake does hereby agree to pay the sum of Thirty and no/100 (\$30.00) Dollars per occurrence.
4. The parties agree that if self-transportation by the Mountain Lake Police Department is appropriate and available, the Mountain Lake Police Department is allowed to self-transport, which will waive the transportation fee set in this agreement.

5. That any impounded dog required transportation to and/or from a veterinary clinic while in the care of the City, Mountain Lake shall reimburse the City for such transportation at the then-current federal mileage reimbursement rate. All veterinary services, treatment, medications, and other costs incurred for the dog shall be the responsibility of Mountain Lake and, when practicable, shall be billed directly to the City of Mountain Lake.
6. The parties agree that if the City of St. James is requested by the Mountain Lake Police Department to go into incorporated areas of Mountain Lake, MN for purposes for transporting dogs determined or alleged by Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department, the City of St. James dog impound officer shall be responsible for transporting said dog to the City of St. James dog impound facility and the City of St. James shall board and feed for said dog for a maximum of ten (10) days.
7. In consideration of the use of the City of St. James dog impound facility in circumstances relating to dogs determined or alleged by Mountain Lake Police Department to be dangerous or potentially dangerous or otherwise deemed an emergency by the Mountain Lake Police Department, Mountain Lake does hereby agree to pay the sum of Thirty and no/100 (\$30.00) Dollars per day for a maximum of ten (10) days to said City for the use of the facility. Dogs remaining at the facility beyond ten (10) days shall be charged at a rate of Fifty and no/100 (\$50.00) per day. This said amount does not include veterinary services or additional fees associated with said dog. In the event that said dog cannot be relocated within ten (10) days, Mountain Lake does hereby agree to euthanize and reimburse the City the cost of said procedure.
8. That the parties will arrange the administrative billing and release of dogs, consistent with the St. James procedures to remain uniform in their contracts.
9. That all payments due and owing by Mountain Lake to the City of St. James, pursuant to the terms of this Agreement, shall be invoiced by the St. James Police Department and payable within Thirty (30) days.
10. That the effective date of this Agreement shall be _____, 2026, and continue through December 31, 2027.
11. That this Agreement may be terminated by either the City of St. James or Mountain Lake, with or without cause, by either party giving Thirty (30) days written notice of said parties' intent to terminate.

IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ of _____, 2026.

CITY OF MOUNTAIN LAKE

Mike Nelson, Mayor

Michael Mueller, City Administrator

CITY OF ST. JAMES

Christopher Whitehead, Mayor

Amanda Knoll, City Manager