



City Council Regular Meeting Agenda

October 05, 2026 at 6:30 PM

Pipestone City Hall- 119 2nd Ave SW #9, Pipestone, MN 56164

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Approve Agenda – Additions, Changes, Or Deletions**
- 4. Consent Agenda**

All items listed with asterisks () are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member, City staff or citizen so requests in which case, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

5. **Approval of Minutes

[A.](#) September 21, 2026 Regular Meeting Minutes

6. Community Concerns (Maximum 3 Minutes Per Person)

7. Quarterly Reports

- A. Liquor Store
- B. Library
- C. Public Works
- D. Recreation
- E. Utility

8. Public Hearings, Petitions, and Bid Openings

- A. Public Hearing DVKH Properties Tax Abatement

9. Legal

10. Engineering

- [A.](#) 2026 Street and Utility Improvements Project Pay Request No. 3
- [B.](#) 2026 Lead Service Line Replacement Project Pay Request No. 3

11. **Financial

- A. Payment of Claims-Listing of Bills

12. Old Business

13. New Business

- A. Resolution 2026-49: A Resolution Ordering the Abatement of Hazardous Property and a Hazardous Building Located at 803 2nd Street NW
- B. Resolution 2026-50: A Resolution Approving Tax Abatement on Commercial Property Being Developed by DVKH Properties
- C. Resolution 2026-51: A Resolution Accepting Donations
- D. Resolution 2026-52: A Resolution Approving State Airport Fund Grant Agreement With the Minnesota Department of Transportation
- E. Appoint Brayden Ripka to the Fire Department
- F. Civic Plus WCAG 2.1 Accessibility Compliance Agreement
- G. Water Treatment Plant Repairs
- H. Deferred Assessment Application Form: Kevin Kellen
- I. Approve Vehicle Purchase
- J. Schedule Special Meeting for 2025 Audit Approval

14. Closing Comments

15. Executive/Closed Session

- A. Closed Session: Pipestone Court File No. 59-CV-25-419 and 59-CV-25-420

16. Adjournment

Pipestone, Minnesota
September 21, 2026

Pursuant to due call and notice thereof, a regular meeting of the Pipestone City Council was duly held in-person and via Zoom in the Municipal Building at 6:30 p.m. on the 21st day of September 2026. Mayor Dan Delaney called the meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Scott Swanson, and Verdeen Colbeck. Absent: None. Others present: Kyle Kuphal, Cable Access Coordinator Steve Moffitt, City Administrator Stephanie LaBrune, City Clerk Megan DeWitte, with Travis Winter and City Attorney Jason Hill via Zoom, Dustin Seiler, and Rachel Reit.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA – ADDITIONS, CHANGES OR DELETIONS

There being no additions, changes or deletions to the agenda, motion was made by Colbeck, seconded by Smidt and unanimously carried to approve the agenda as presented.

CONSENT AGENDA

Mayor Delaney stated the Consent Agenda contains the September 8, 2026 Special Meeting Minutes, September 8, 2026 Regular Meeting Minutes, the Payment of Claims-Listing of Bills and the August Financials. Delaney asked if there was any discussion regarding these items.

Motion was made by Swanson, seconded by Colbeck and unanimously carried to approve the Consent Agenda which consisted of the September 8, 2026 Special Meeting Minutes, September 8, 2026 Regular Meeting Minutes, the August Financials, and the Payment of Claims-Listing of Bills in the amount of \$1,093,469.80 for warrants #07839 to #078448.

COMMUNITY CONCERNS

Administrator LaBrune said no one had signed in for community concerns.

LEGAL

None

ENGINEERING

Carnegie Library East Wall Repair Pay Request No.1-

Mayor Delaney stated that staff had received the first pay request from Innovative Masonry Restoration of Prior Lake Minnesota pertaining to the Carnegie Library East Wall Repair Project in the amount of \$8,775.

Motion was made by Colbeck, seconded by Swanson, and unanimously carried to approve the Carnegie Library East Wall Repair Pay Request No. 1 for \$8,775, to be paid to Innovative Masonry Restoration of Prior Lake Minnesota.

Consider Bid Recommendation for the Municipal Airport 100 Low Lead and Jet A Fuel System Replacement Project-

Delaney mentioned that a bid opening was held at the previous council meeting and one bid was received from Urban Companies LLC. The bid was still significantly higher than the engineer's estimate. Delaney asked Winter if he had a recommendation to the council.

Winter explained that the bid was still significantly above the estimated cost. Winter is recommending council reject the bid and stated that Bolton & Menk are planning to explore options to lower project costs and may revise the scope to get more bids.

Motion was made by Swanson, seconded by Smidt, and unanimously carried to reject the bid from Urban Companies LLC.

OLD BUSINESS

Hord Farms West Dust Control Plan-

Delaney stated that Hord Farms had previously received a zoning permit that required them to have a dust control plan approved by the city annually for their receiving pit. LaBrune and members of the council said they have received complaint from a neighbor and that if Hord Farms does not follow the plan the city would have to take measures to revoke the variance that was granted.

Motion was made by Swanson, seconded by Smidt, and unanimously carried to approve the Hord Farms West Dust Control Plan with the condition that Hord Farms follows the agreement.

NEW BUSINESS

Resolution 2026-47: A Resolution Accepting Donations-

Delaney shared that this resolution, if approved, would accept the following donations:

Pepsi Cola Bottling Company	\$600- Disc Golf Course
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Motion was made by Colbeck, seconded by Swanson, and unanimously carried to approve Resolution 2026-47: A Resolution Accepting Donations.

Resolution 2026-48: A Resolution Establishing the Preliminary Tax Levy Payable 2027-

Delaney turned the meeting over to LaBrune to share a presentation about the proposed 2027 budget. LaBrune shared that with some of the unexpected rate increases that could take affect and putting efforts in to make the water and sewer enterprise funds become more self-sustainable, she would like to propose a 6.79% increase over the 2026 levy with an increase of \$87,065 to the General Tax Levy and an increase of \$114,211 to the Debt Service Levy.

Motion was made by Smidt, seconded by Colbeck, and unanimously carried to approve Resolution 2026-48: A Resolution Establishing the Preliminary Tax Levy Payable 2027.

Request for Council Action- Relay for Life

Delaney shared that staff had received a request for council action that is asking council to wave the fees for the use of 10 picnic tables for the Relay for Life, Harvest of Hope event on October 3, 2026.

Motion was made by Smidt, seconded by Swanson, and unanimously carried to wave the picnic table rental fee for the Relay for Life Harvest of Hope event on October 3, 2026.

Request for Council Action- Pipestone Area Elementary Booster Club

Delaney stated that the Pipestone Area Booster Club is throwing a Back to School Bash and has requested council to wave the fees for the use of 10 picnic tables and 4 garbage totes.

Motion was made by Smidt, seconded by Swanson, and unanimously carried to wave the fees for the use of 10 picnic tables and 4 garbage totes for the Pipestone Area Booster Club's Back to School Bash.

Request for Council- Chamber of Commerce

Delaney shared that the Chamber of Commerce is holding it's annual Trunk-or-Treat & Downtown Candy Walk on Thursday, October 29 and has requested council for the approval of street closures of the 100 and 200 blocks of West Main Street and the 100 Block of East Main Street from 3pm to 6:30pm. The Chamber also is requesting assistance for street closed signs, barricades and garbage totes at the following locations:

West Main Street by Liberty Pawn (but not blocking 3rd Avenue SW/NW)

East Main Street by First Farmers & Merchants (but not blocking 3rd Avenue SE/NE)

On the Intersections of 2nd Avenue SW/NW and Hiawatha Avenue S/N

Motion was made by Swanson, seconded by Smidt, and unanimously carried to approve the request to close the roads and provide the items listed to the Chamber of Commerce to help support the Chamber of Commerce's annual Trunk-or-Treat & Downtown Candy Walk on Thursday, October 29 2026.

Schedule Public Hearing for the Proposed Assessment of Unpaid Municipal Services and/or Utilities-

Staff has asked council to schedule a public hearing for October 19, 2026 at 6:30pm to consider, and possibly adopt, the proposed assessment for unpaid municipal services and/or utilities.

Motion was made by Swanson, seconded by Colbeck, and unanimously carried to schedule a public hearing for October 19, 2026 at 6:30pm for the proposed assessments of unpaid municipal services and/or utilities.

COUNCIL LIAISON REPORTS

Colbeck stated that there is a Hiawatha Pageant Park Commission meeting coming next Monday, September 28.

Delaney stated that the Human Rights Commission had no quorum.

CLOSING COMMENTS

Administrator LaBrune shared that the Fall City Wide Clean Up is scheduled for October 5th-8th from 7am to 7pm and then until noon on October 9th.

She also shared that early voting has begun at the Pipestone County Courthouse and by absentee voting.

The General Election is set to be at November 3rd at the St. Leo’s Catholic Church Gymnasium. LaBrune mention that there is a vacant council seat and staff will be accepting applications for that vacant seat until November 6 and that the water department will be flushing hydrants over the next couple weeks as routine maintenance. LaBrune announced that Pipestone County is under quarantine for Emerald Ashbor that has been found just south and north of Pipestone so do not transport Ashwood at all. LaBrune closed in stating the 2nd Ave SW Project crews will be back to seal the road as soon as they can. The crew has experienced weather delays due to the rains over the past couple weeks.

ADJOURNMENT

Motion was made by Colbeck, seconded by Smidt, and unanimously carried to adjourn the meeting at 7:20pm.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

Contractor's Application for Payment

Section 10, Item A.

Owner: CITY OF PIPESTONE	Owner's Project No.: _____
Engineer: BOLTON & MENK, INC.	Engineer's Project No.: 25X139714
Contractor: DUININCK, INC.	Agency's Project No.: _____
Project: 2026 STREET & UTILITY IMPROVEMENTS	
Contract: 2026 STREET & UTILITY IMPROVEMENTS	
Application No.: 3	Application Date: 10/5/2026
Application Period: From 8/26/2026	to 9/28/2026

1. Original Contract Price	\$	1,992,927.05
2. Net change by Change Orders	\$	6,517.00
3. Current Contract Price (Line 1 + Line 2)	\$	1,999,444.05
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	1,104,829.10
5. Retainage		
a. 5% X \$ 1,104,829.10 Work Completed	\$	55,241.46
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	55,241.46
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,049,587.64
7. Less previous payments	\$	929,463.37
8. Amount due this application	\$	120,124.27
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	894,614.95

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Duininck, Inc.

Signature: _____	Date: _____
Name: _____	Title: _____

Recommended by Engineer
Approved by Owner

By: Travis L. Winter

Name: Travis L. Winter, P.E.

Title: Pipestone City Engineer

Date: 9/29/2026

By: _____

Name: Dan Delaney

Title: Mayor, City of Pipestone

Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF PIPESTONE						Owner's Project No.:				
Engineer:	BOLTON & MENK, INC.						Engineer's Project No.:		25X139714		
Contractor:	DUININCK, INC.						Contractor's Project No.:				
Project:	2026 STREET & UTILITY IMPROVEMENTS						Agency's Project No.:				
Contract:	2026 STREET & UTILITY IMPROVEMENTS										

Application No.:	3	Application Period:	From	08/26/26	to	09/28/26	Application Date:					10/05/26
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	147,500.00	147,500.00	0.70	103,250.00	0.80	118,000.00	80%	29,500.00
2	GRUBBING	39.00	EACH	210.00	8,190.00	5.00	1,050.00	20.00	4,200.00	51%	3,990.00
3	REMOVE MANHOLE	2.00	EACH	335.00	670.00	2.00	670.00	2.00	670.00	100%	-
4	REMOVE CATCH BASIN	5.00	EACH	295.00	1,475.00	5.00	1,475.00	5.00	1,475.00	100%	-
5	REMOVE HYDRANT	2.00	EACH	210.00	420.00	2.00	420.00	2.00	420.00	100%	-
6	REMOVE GATE VALVE AND BOX	9.00	EACH	125.00	1,125.00	9.00	1,125.00	9.00	1,125.00	100%	-
7	REMOVE SEWER PIPE (STORM)	625.00	LIN FT	10.50	6,562.50	625.00	6,562.50	625.00	6,562.50	100%	-
8	REMOVE SEWER PIPE (SANITARY)	1,318.00	LIN FT	3.75	4,942.50	1,318.00	4,942.50	1,318.00	4,942.50	100%	-
9	REMOVE WATERMAIN	2,373.00	LIN FT	3.75	8,898.75	10.00	37.50	10.00	37.50		8,861.25
10	REMOVE CURB AND GUTTER	2,850.00	LIN FT	4.90	13,965.00	2,750.00	13,475.00	2,850.00	13,965.00	100%	-
11	REMOVE CONCRETE WALK & DRIVEWAY PAVEMENT	2,345.00	SQ YD	12.00	28,140.00	1,500.00	18,000.00	2,345.00	28,140.00	100%	-
12	REMOVE BITUMINOUS PAVEMENT	690.00	SQ YD	7.20	4,968.00	400.00	2,880.00	690.00	4,968.00	100%	-
13	REMOVE BIT OVERLAYED CONCRETE PAVEMENT	4,030.00	SQ YD	16.90	68,107.00	4,030.00	68,107.00	4,030.00	68,107.00	100%	-
14	EXCAVATION - COMMON (P)	4,850.00	CU YD	17.60	85,360.00	1,200.00	21,120.00	1,200.00	21,120.00	25%	64,240.00
15	EXCAVATION - MUCK	250.00	CU YD	19.90	4,975.00	-	-	-	-		4,975.00
16	EXCAVATION - ROCK	5.00	CU YD	49.90	249.50	138.00	6,886.20	810.00	40,419.00	16200%	(40,169.50)
17	COMMON EMBANKMENT (CV) (P)	425.00	CU YD	40.30	17,127.50	-	-	-	-		17,127.50
18	SELECT GRANULAR EMBANKMENT (CV)	1,246.00	CU YD	41.30	51,459.80	-	-	-	-		51,459.80
19	STABILIZING AGGREGATE (CV)	250.00	CU YD	42.20	10,550.00	-	-	-	-		10,550.00
20	SUBGRADE SOIL MODIFICATION	2,167.00	SQ YD	15.00	32,505.00	-	-	-	-		32,505.00
21	GEOTEXTILE FABRIC TYPE 7	725.00	SQ YD	2.55	1,848.75	-	-	-	-		1,848.75
22	AGGREGATE SURFACING CLASS 2	50.00	TON	48.70	2,435.00	-	-	-	-		2,435.00
23	STREET SWEEPER (WITH PICKUP BROOM)	25.00	HOUR	185.00	4,625.00	-	-	-	-		4,625.00
24	EXPLORATORY EXCAVATION	15.00	HOUR	670.00	10,050.00	5.00	3,350.00	5.00	3,350.00	33%	6,700.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF PIPESTONE									Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.									Engineer's Project No.:	25X139714
Contractor:	DUININCK, INC.									Contractor's Project No.:	
Project:	2026 STREET & UTILITY IMPROVEMENTS									Agency's Project No.:	
Contract:	2026 STREET & UTILITY IMPROVEMENTS										
Application No.:	3	Application Period:	From	08/26/26	to	09/28/26				Application Date:	10/05/26
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
25	GRANULAR BACKFILL (LV)	700.00	CU YD	31.10	21,770.00	-	-	-	-		21,770.00
26	GRANULAR FOUNDATION AND/OR BEDDING	175.00	TON	22.20	3,885.00	-	-	-	-		3,885.00
27	6" SUBSURFACE DRAIN	2,760.00	LIN FT	16.10	44,436.00	-	-	-	-		44,436.00
28	6" SUBSURFACE DRAIN CLEANOUT	8.00	EACH	390.00	3,120.00	-	-	-	-		3,120.00
29	4" SUMP PUMP SERVICE	820.00	LIN FT	29.30	24,026.00	-	-	-	-		24,026.00
30	DRAIN TILE REPAIR (4" - 12")	60.00	LIN FT	40.90	2,454.00	-	-	-	-		2,454.00
31	CONNECT TO EXISTING MANHOLE (SAN)	3.00	EACH	790.00	2,370.00	3.00	2,370.00	3.00	2,370.00	100%	-
32	CONNECT TO EXISTING STORM SEWER	1.00	EACH	1,050.00	1,050.00	1.00	1,050.00	1.00	1,050.00	100%	-
33	12" STORM SEWER	638.00	LIN FT	90.20	57,547.60	659.00	59,441.80	659.00	59,441.80	103%	(1,894.20)
34	15" STORM SEWER	495.00	LIN FT	100.00	49,500.00	471.00	47,100.00	471.00	47,100.00	95%	2,400.00
35	6"X4" PVC WYE	2.00	EACH	510.00	1,020.00	3.00	1,530.00	3.00	1,530.00	150%	(510.00)
36	8"X6" PVC WYE	43.00	EACH	665.00	28,595.00	36.00	23,940.00	40.00	26,600.00	93%	1,995.00
37	4" PIPE SEWER (SLIP LINING)	170.00	LIN FT	110.00	18,700.00	-	-	-	-		18,700.00
38	6" PIPE SEWER (PIPE BURSTING)	-	LIN FT	155.00	-	-	-	-	-		-
39	8" PVC PIPE SEWER	1,319.00	LIN FT	82.50	108,817.50	1,319.00	108,817.50	1,419.00	117,067.50	108%	(8,250.00)
40	6" PVC SANITARY SERVICE PIPE	1,508.00	LIN FT	61.30	92,440.40	1,399.00	85,758.70	1,399.00	85,758.70	93%	6,681.70
41	6" SANITARY SEWER SERVICE (PRIVATE)	375.00	LIN FT	62.40	23,400.00	687.00	42,868.80	738.00	46,051.20	197%	(22,651.20)
42	SANITARY SEWER CLEANOUT	1.00	EACH	3,600.00	3,600.00	-	-	1.00	3,600.00	100%	-
43	DUAL SANITARY SERVICE CLEANOUT (PRIVATE)	15.00	EACH	1,000.00	15,000.00	27.00	27,000.00	31.00	31,000.00	207%	(16,000.00)
44	TEMPORARY WATER SERVICE	1.00	LUMP SUM	7,700.00	7,700.00	1.00	7,700.00	1.00	7,700.00	100%	-
45	CONNECT TO EXISTING WATER MAIN	4.00	EACH	1,550.00	6,200.00	4.00	6,200.00	4.00	6,200.00	100%	-
46	INSTALL HYDRANT	2.00	EACH	1,350.00	2,700.00	2.00	2,700.00	2.00	2,700.00	100%	-
47	1" CORPORATION STOP AND SADDLE	37.00	EACH	560.00	20,720.00	37.00	20,720.00	37.00	20,720.00	100%	-
48	1" CURB STOP AND BOX	37.00	EACH	650.00	24,050.00	37.00	24,050.00	37.00	24,050.00	100%	-
49	6" GATE VALVE AND BOX	3.00	EACH	2,450.00	7,350.00	3.00	7,350.00	3.00	7,350.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
50	8" GATE VALVE AND BOX	6.00	EACH	3,400.00	20,400.00	6.00	20,400.00	6.00	20,400.00	100%	-
51	1" TYPE PE WATER SERVICE PIPE	1,507.00	LIN FT	36.60	55,156.20	1,663.00	60,865.80	1,716.00	62,805.60	114%	(7,649.40)
52	1" TYPE PE WATER SERVICE PIPE (PRIVATE)	400.00	LIN FT	35.90	14,360.00	-	-	-	-		14,360.00
53	CONNECT TO EXISTING WATER SERVICE (PRIVATE)	10.00	EACH	170.00	1,700.00	-	-	-	-		1,700.00
54	6" PVC WATERMAIN	51.00	LIN FT	105.00	5,355.00	35.00	3,675.00	35.00	3,675.00	69%	1,680.00
55	8" PVC WATERMAIN	1,379.00	LIN FT	79.20	109,216.80	1,407.00	111,434.40	1,407.00	111,434.40	102%	(2,217.60)
56	2" INSULATION	25.00	SQ YD	29.40	735.00	4.00	117.60	18.00	529.20	72%	205.80
57	WATERMAIN FITTINGS	650.00	POUND	13.60	8,840.00	667.00	9,071.20	667.00	9,071.20	103%	(231.20)
58	CONST DRAINAGE STRUCTURE DES R-1 (2'X3')	31.80	LIN FT	590.00	18,762.00	26.80	15,812.00	26.80	15,812.00	84%	2,950.00
59	CONST DRAINAGE STRUCTURE DES 48-4020	19.90	LIN FT	750.00	14,925.00	16.90	12,675.00	16.90	12,675.00	85%	2,250.00
60	CONST DRAINAGE STRUCTURE DES 60-4022	4.50	LIN FT	1,000.00	4,500.00	3.50	3,500.00	3.50	3,500.00	78%	1,000.00
61	CONST SANITARY STRUCTURE DES 4007	45.00	LIN FT	430.00	19,350.00	31.30	13,459.00	39.30	16,899.00	87%	2,451.00
62	CHIMNEY SEAL	5.00	EACH	300.00	1,500.00	-	-	-	-		1,500.00
63	ADJUST FRAME AND RING CASTING	1.00	EACH	1,300.00	1,300.00	-	-	-	-		1,300.00
64	CASTING ASSEMBLY, R-1733	2.00	EACH	1,650.00	3,300.00	-	-	-	-		3,300.00
65	CASTING ASSEMBLY, R-3067-L	11.00	EACH	940.00	10,340.00	-	-	-	-		10,340.00
66	4" CONCRETE WALK	9,200.00	SQ FT	8.40	77,280.00	-	-	-	-		77,280.00
67	6" CONCRETE WALK	1,050.00	SQ FT	12.00	12,600.00	-	-	-	-		12,600.00
68	6" CONCRETE DRIVEWAY PAVEMENT	1,200.00	SQ YD	110.00	132,000.00	-	-	-	-		132,000.00
69	CONCRETE STEP	9.00	EACH	400.00	3,600.00	-	-	-	-		3,600.00
70	TRUNCATED DOMES	126.00	SQ FT	70.00	8,820.00	-	-	-	-		8,820.00
71	TRAFFIC CONTROL	1.00	LUMP SUM	4,500.00	4,500.00	0.70	3,150.00	0.80	3,600.00	80%	900.00
72	STABILIZING CONSTRUCTION EXIT	2.00	EACH	1,400.00	2,800.00	1.00	1,400.00	1.00	1,400.00	50%	1,400.00
73	STORM DRAIN INLET PROTECTION	11.00	EACH	125.00	1,375.00	7.00	875.00	7.00	875.00	64%	500.00
74	SEDIMENT CONTROL LOG TYPE ROCK	35.00	LIN FT	5.00	175.00	-	-	-	-		175.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:		CITY OF PIPESTONE				Owner's Project No.:					
Engineer:		BOLTON & MENK, INC.				Engineer's Project No.:		25X139714			
Contractor:		DUININCK, INC.				Contractor's Project No.:					
Project:		2026 STREET & UTILITY IMPROVEMENTS				Agency's Project No.:					
Contract:		2026 STREET & UTILITY IMPROVEMENTS									

Application No.:		3		Application Period:		From		08/26/26		to		09/28/26		Application Date:		10/05/26	
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
75	SEDIMENT CONTROL LOG TYPE STRAW	100.00	LIN FT	3.00	300.00	-	-	-	-		300.00
76	SEEDING, TEMPORARY	0.80	ACRE	100.00	80.00	-	-	-	-		80.00
77	SEEDING, SOUTHERN BOULEVARD	3,833.00	SQ YD	2.50	9,582.50	-	-	-	-		9,582.50
78	RAPID STABILIZATION METHOD 3	2.00	MGAL	100.00	200.00	-	-	-	-		200.00
79	6" SOLID LINE PAINT	75.00	LIN FT	12.00	900.00	-	-	-	-		900.00
80	24" SOLID LINE PAINT	16.00	LIN FT	30.00	480.00	-	-	-	-		480.00
81	CONSTRUCTION ALLOWANCE	5,000.00	UNIT	1.00	5,000.00	-	-	-	-		5,000.00
82	AGGREGATE BASE (CV) CLASS 5	1,660.00	CU YD	44.00	73,040.00	-	-	-	-		73,040.00
83	TYPE SP9.5 WEARING COURSE MIXTURE (2,B)	475.00	TON	125.00	59,375.00	-	-	-	-		59,375.00
84	TYPE SP12.5 NONWEARING COURSE MIXTURE (2,B)	795.00	TON	125.00	99,375.00	-	-	-	-		99,375.00
85	BITUMINOUS PATCH SPECIAL	125.00	SQ YD	60.15	7,518.75	-	-	-	-		7,518.75
86	CONCRETE CURB AND GUTTER DESIGN B618	2,825.00	LIN FT	26.00	73,450.00	-	-	-	-		73,450.00
87	CASTING ASSEMBLY, R-1733	4.00	EACH	1,700.00	6,800.00	-	-	-	-		6,800.00
88	CASTING ASSEMBLY, R-1733 GASKETED	4.00	EACH	1,700.00	6,800.00	-	-	-	-		6,800.00
89	8" BORE	197.00	LIN FT	166.00	32,702.00		-	207.00	34,362.00	105%	(1,660.00)
90	PLUG & ABANDON 8" CLAY SEWER SERVICE	150.00	LIN FT	19.00	2,850.00		-	-	-		2,850.00
91	MOBILIZATION (PLUG & ABANDON)	1.00	LUMP SUM	1,500.00	1,500.00		-	-	-		1,500.00
Original Contract Totals					\$ 1,999,444.05		\$ 978,382.50		\$ 1,104,829.10	55%	\$ 894,614.95

Project Cost Estimate Breakdown

Owner:	CITY OF PIPESTONE
Engineer:	BOLTON & MENK, INC.
Contractor:	DUININCK, INC.
Project:	2026 STREET & UTILITY IMPROVEMENTS
Contract:	2026 STREET & UTILITY IMPROVEMENTS

Owner's Project No.: _____
 Engineer's Project No.: 25X139714
 Contractor's Project No.: _____
 Agency's Project No.: _____

Total Contract Amount: \$1,999,444.05

Section 10, Item A.

Application No.: 3

Application Period:

From: 8/26/26

To: 09/28/26

Application Date: 10/05/26

[illegible]

Project Cost Estimate Breakdown

Owner:	CITY OF PIPESTONE
Engineer:	BOLTON & MENK, INC.
Contractor:	DUININCK, INC.
Project:	2026 STREET & UTILITY IMPROVEMENTS
Contract:	2026 STREET & UTILITY IMPROVEMENTS

Owner's Project No.: _____
 Engineer's Project No.: 25X139714 _____
 Contractor's Project No.: _____
 Agency's Project No.: _____

Total Contract Amount: \$1,999,444.05

Section 10, Item A.

Application No.: 3

Application Period:

From: 8/26/26

To: 09/28/26

Application Date: 10/05/26

Item No.	Contract Number	Description	As Bid				STREET		STORM		SANITARY		WATERMAIN		PUBLIC LSL REPLACEMENT		TOTAL PROJECT	
			Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost
40	A40	6" PVC SANITARY SERVICE PIPE	1508.00	LIN FT	\$61.30	\$92,440.40					1,399.00	\$85,758.70					1,399.00	\$85,758.70
41	A41	6" SANITARY SEWER SERVICE (PRIVATE)	375.00	LIN FT	\$62.40	\$23,400.00					738.00	\$46,051.20					738.00	\$46,051.20
42	A42	SANITARY SEWER CLEANOUT	1.00	EACH	\$3,600.00	\$3,600.00					1.00	\$3,600.00					1.00	\$3,600.00
43	A43	DUAL SANITARY SERVICE CLEANOUT (PRIVATE)	15.00	EACH	\$1,000.00	\$15,000.00					31.00	\$31,000.00					31.00	\$31,000.00
44	A44	TEMPORARY WATER SERVICE	1.00	LUMP SUM	\$7,700.00	\$7,700.00							1.00	\$7,700.00			1.00	\$7,700.00
45	A45	CONNECT TO EXISTING WATER MAIN	4.00	EACH	\$1,550.00	\$6,200.00							4.00	\$6,200.00			4.00	\$6,200.00
46	A46	INSTALL HYDRANT	2.00	EACH	\$1,350.00	\$2,700.00							2.00	\$2,700.00			2.00	\$2,700.00
47	A47	1" CORPORATION STOP AND SADDLE	37.00	EACH	\$560.00	\$20,720.00							1.00	\$560.00	36.00	\$20,160.00	37.00	\$20,720.00
48	A48	1" CURB STOP AND BOX	37.00	EACH	\$650.00	\$24,050.00							1.00	\$650.00	36.00	\$23,400.00	37.00	\$24,050.00
49	A49	6" GATE VALVE AND BOX	3.00	EACH	\$2,450.00	\$7,350.00							3.00	\$7,350.00			3.00	\$7,350.00
50	A50	8" GATE VALVE AND BOX	6.00	EACH	\$3,400.00	\$20,400.00							6.00	\$20,400.00			6.00	\$20,400.00
51	A51	1" TYPE PE WATER SERVICE PIPE	1507.00	LIN FT	\$36.60	\$55,156.20							32.00	\$1,171.20	1,684.00	\$61,634.40	1,716.00	\$62,805.60
52	A52	1" TYPE PE WATER SERVICE PIPE (PRIVATE)	400.00	LIN FT	\$35.90	\$14,360.00												
53	A53	CONNECT TO EXISTING WATER SERVICE (PRIVATE)	10.00	EACH	\$170.00	\$1,700.00												
54	A54	6" PVC WATERMAIN	51.00	LIN FT	\$105.00	\$5,355.00							35.00	\$3,675.00			35.00	\$3,675.00
55	A55	8" PVC WATERMAIN	1379.00	LIN FT	\$79.20	\$109,216.80							1,407.00	\$111,434.40			1,407.00	\$111,434.40
56	A56	2" INSULATION	25.00	SQ YD	\$29.40	\$735.00							18.00	\$529.20			18.00	\$529.20
57	A57	WATERMAIN FITTINGS	650.00	POUND	\$13.60	\$8,840.00							667.00	\$9,071.20			667.00	\$9,071.20
58	A58	CONST DRAINAGE STRUCTURE DES R-1 (2'X3')	31.80	LIN FT	\$590.00	\$18,762.00			26.80	\$15,812.00							26.80	\$15,812.00
59	A59	CONST DRAINAGE STRUCTURE DES 48-4020	19.90	LIN FT	\$750.00	\$14,925.00			16.90	\$12,675.00							16.90	\$12,675.00
60	A60	CONST DRAINAGE STRUCTURE DES 60-4022	4.50	LIN FT	\$1,000.00	\$4,500.00			3.50	\$3,500.00							3.50	\$3,500.00
61	A61	CONST SANITARY STRUCTURE DES 4007	45.00	LIN FT	\$430.00	\$19,350.00					39.30	\$16,899.00					39.30	\$16,899.00
62	A62	CHIMNEY SEAL	5.00	EACH	\$300.00	\$1,500.00												
63	A63	ADJUST FRAME AND RING CASTING	1.00	EACH	\$1,300.00	\$1,300.00												
64	A64	CASTING ASSEMBLY, R-1733	2.00	EACH	\$1,650.00	\$3,300.00												
65	A65	CASTING ASSEMBLY, R-3067-L	11.00	EACH	\$940.00	\$10,340.00												
66	A66	4" CONCRETE WALK	9200.00	SQ FT	\$8.40	\$77,280.00												
67	A67	6" CONCRETE WALK	1050.00	SQ FT	\$12.00	\$12,600.00												
68	A68	6" CONCRETE DRIVEWAY PAVEMENT	1200.00	SQ YD	\$110.00	\$132,000.00												
69	A69	CONCRETE STEP	9.00	EACH	\$400.00	\$3,600.00												
70	A70	TRUNCATED DOMES	126.00	SQ FT	\$70.00	\$8,820.00												
71	A71	TRAFFIC CONTROL	1.00	LUMP SUM	\$4,500.00	\$4,500.00	0.33	\$1,485.00	0.10	\$450.00	0.21	\$945.00	0.16	\$720.00			0.80	\$3,600.00
72	A72	STABILIZING CONSTRUCTION EXIT	2.00	EACH	\$1,400.00	\$2,800.00	1.00	\$1,400.00									1.00	\$1,400.00
73	A73	STORM DRAIN INLET PROTECTION	11.00	EACH	\$125.00	\$1,375.00	7.00	\$875.00									7.00	\$875.00
74	A74	SEDIMENT CONTROL LOG TYPE ROCK	35.00	LIN FT	\$5.00	\$175.00												
75	A75	SEDIMENT CONTROL LOG TYPE STRAW	100.00	LIN FT	\$3.00	\$300.00												
76	A76	SEEDING, TEMPORARY	0.80	ACRE	\$100.00	\$80.00												
77	A77	SEEDING, SOUTHERN BOULEVARD	3833.00	SQ YD	\$2.50	\$9,582.50												
78	A78	RAPID STABILIZATION METHOD 3	2.00	MGAL	\$100.00	\$200.00												

Project Cost Estimate Breakdown

Owner:	CITY OF PIPESTONE
Engineer:	BOLTON & MENK, INC.
Contractor:	DUININCK, INC.
Project:	2026 STREET & UTILITY IMPROVEMENTS
Contract:	2026 STREET & UTILITY IMPROVEMENTS

Owner's Project No.: _____
 Engineer's Project No.: 25X139714
 Contractor's Project No.: _____
 Agency's Project No.: _____

Total Contract Amount: \$1,999,444.05

Section 10, Item A.

Application No.: 3 **Application Period:** **From:** 8/26/26 **To:** 09/28/26 **Application Date:** 10/05/26

Item No.	Contract Number	Description	As Bid				STREET		STORM		SANITARY		WATERMAIN		PUBLIC LSL REPLACEMENT		TOTAL PROJECT	
			Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost
79	A79	6" SOLID LINE PAINT	75.00	LIN FT	\$12.00	\$900.00												
80	A80	24" SOLID LINE PAINT	16.00	LIN FT	\$30.00	\$480.00												
81	A81	CONSTRUCTION ALLOWANCE	5000.00	UNIT	\$1.00	\$5,000.00												
82	B1	AGGREGATE BASE (CV) CLASS 5	1660.00	CU YD	\$44.00	\$73,040.00												
83	B2	TYPE SP9.5 WEARING COURSE MIXTURE (2,B)	475.00	TON	\$125.00	\$59,375.00												
84	B3	TYPE SP12.5 NONWEARING COURSE MIXTURE (2,B)	795.00	TON	\$125.00	\$99,375.00												
85	B4	BITUMINOUS PATCH SPECIAL	125.00	SQ YD	\$60.15	\$7,518.75												
86	B5	CONCRETE CURB AND GUTTER DESIGN B618	2825.00	LIN FT	\$26.00	\$73,450.00												
87	B6	CASTING ASSEMBLY, R-1733	4.00	EACH	\$1,700.00	\$6,800.00												
88	B7	CASTING ASSEMBLY, R-1733 GASKETED	4.00	EACH	\$1,700.00	\$6,800.00												
89	CO1-89	8" BORE	197.00	LIN FT	\$166.00	\$32,702.00					207.00	\$34,362.00					207.00	\$34,362.00
90	CO1-90	PLUG & ABANDON 8" CLAY SEWER SERVICE	150.00	LIN FT	\$19.00	\$2,850.00												
91	CO1-91	MOBILIZATION (PLUG & ABANDON)	1.00	LUMP SUM	\$1,500.00	\$1,500.00												
SUBTOTAL CONSTRUCTION COST:																		
							\$233,354.00		\$162,816.30		\$406,120.90		\$197,343.50		\$105,194.40		\$1,104,829.10	
RETAINAGE (5%):							\$11,667.70		\$8,140.82		\$20,306.05		\$9,867.18		\$5,259.72		\$55,241.46	
SUBTOTAL CONSTRUCTION COST:							\$221,686.30		\$154,675.48		\$385,814.85		\$187,476.32		\$99,934.68		\$1,049,587.64	
1/3 STREET COST APPLIED:									\$73,895.43		\$73,895.43		\$73,895.43		\$99,934.68		\$1,049,587.64	
TOTAL CONSTRUCTION COST:									\$228,570.91		\$459,710.28		\$261,371.75					
AMOUNT PAID ON PREVIOUS ESTIMATES:									\$208,113.99		\$382,733.68		\$238,681.20		\$99,934.68		\$929,463.37	
TOTAL AMOUNT DUE THIS PAY ESTIMATE:											\$20,456.92		\$76,976.60		\$22,690.55			

Contractor's Application for Payment

Section 10, Item B.

Owner: <u>CITY OF PIPESTONE</u>	Owner's Project No.: _____
Engineer: <u>BOLTON & MENK, INC.</u>	Engineer's Project No.: <u>25X140622</u>
Contractor: <u>TE UNDERGROUND LLC</u>	Agency's Project No.: _____
Project: <u>2026 LEAD SERVICE LINE REPLACEMENT</u>	
Contract: <u>2026 LEAD SERVICE LINE REPLACEMENT</u>	
Application No.: <u>3</u>	Application Date: <u>10/5/2026</u>
Application Period: From <u>8/26/2026</u>	to <u>9/25/2026</u>

1. Original Contract Price	\$	790,255.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	790,255.00
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	465,642.75
5. Retainage		
a. <u>5%</u> X <u>\$ 465,642.75</u> Work Completed	\$	23,282.14
b. _____ X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	23,282.14
6. Amount eligible to date (Line 4 - Line 5.c)	\$	442,360.61
7. Less previous payments	\$	273,569.12
8. Amount due this application	\$	168,791.49
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	324,612.25

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: TE Underground LLC
Signature: _____

Date: _____

Name: _____

Title: _____

Recommended by Engineer
Approved by Owner
By: Travis L. Winter
By: _____

Name: Travis L. Winter, P.E.
Name: Dan Delaney
Title: Pipestone City Engineer
Title: Mayor, City of Pipestone
Date: 9/30/2026
Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: CITY OF PIPESTONE		Owner's Project No.:									
Engineer: BOLTON & MENK, INC.		Engineer's Project No.: 25X140622									
Contractor: TE UNDERGROUND LLC		Contractor's Project No.:									
Project: 2026 LEAD SERVICE LINE REPLACEMENT		Agency's Project No.:									
Contract: 2026 LEAD SERVICE LINE REPLACEMENT											

Application No.: 3		Application Period: From 08/26/26 to 09/25/26		Application Date: 10/05/26							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	20,000.00	20,000.00	0.70	14,000.00	0.90	18,000.00	90%	2,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	3,500.00	3,500.00	0.70	2,450.00	0.90	3,150.00	90%	350.00
3	TRAFFIC DETOUR	1.00	EACH	3,500.00	3,500.00	0.70	2,450.00	0.90	3,150.00	90%	350.00
4	REMOVE & REPLACE CURB AND GUTTER	700.00	LIN FT	70.00	49,000.00	-	-	80.00	5,600.00	11%	43,400.00
5	REMOVE & REPLACE CONCRETE SIDEWALK	4,800.00	SF	22.00	105,600.00	-	-	420.00	9,240.00	9%	96,360.00
6	REMOVE & REPLACE CONCRETE DRIVEWAY	600.00	SF	17.00	10,200.00	-	-	333.00	5,661.00	56%	4,539.00
7	REMOVE & REPLACE GRAVEL DRIVEWAY	400.00	SF	2.00	800.00	-	-	-	-		800.00
8	REMOVE & REPLACE BITUMINOUS STREET PAVEMENT	14,700.00	SF	6.25	91,875.00	658.00	4,112.50	3,103.00	19,393.75	21%	72,481.25
9	REMOVE & REPLACE CONCRETE STREET PAVEMENT	3,300.00	SF	17.00	56,100.00	-	-	819.00	13,923.00	25%	42,177.00
10	REMOVE & REPLACE CONCRETE STEP	2.00	EACH	3,400.00	6,800.00	-	-	-	-		6,800.00
11	SALVAGE AND REINSTALL FENCE	20.00	LIN FT	75.00	1,500.00	-	-	-	-		1,500.00
12	EXPLORATORY EXCAVATION	45.00	HR	175.00	7,875.00	3.00	525.00	13.00	2,275.00	29%	5,600.00
13	TELEWISE SANITARY SERVICE	42.00	EACH	800.00	33,600.00	-	-	-	-		33,600.00
14	DRAIN TILE REPAIR	20.00	LIN FT	12.00	240.00	-	-	-	-		240.00
15	1" PE WATER SERVICE	2,385.00	LIN FT	65.00	155,025.00	1,720.00	111,800.00	2,605.00	169,325.00	109%	(14,300.00)
16	1" CORPORATION STOP & SADDLE	35.00	EACH	700.00	24,500.00	27.00	18,900.00	39.00	27,300.00	111%	(2,800.00)
17	1" CURB STOP & BOX	42.00	LIN FT	900.00	37,800.00	27.00	24,300.00	40.00	36,000.00	95%	1,800.00
18	2" POLYSTYRENE INSULATION	50.00	SY	30.00	1,500.00	2.00	60.00	4.00	120.00	8%	1,380.00
19	CONNECT TO EXISTING WATER SERVICE - PRIVATE	7.00	EACH	850.00	5,950.00	8.00	6,800.00	8.00	6,800.00	114%	(850.00)
20	PLUMBER	42.00	EACH	400.00	16,800.00	27.00	10,800.00	40.00	16,000.00	95%	800.00
21	ELECTRICIAN	42.00	EACH	550.00	23,100.00	27.00	14,850.00	27.00	14,850.00	64%	8,250.00
22	CASTING ASSEMBLY SPECIAL (CURB STOP AND BOX)	10.00	EACH	350.00	3,500.00	-	-	-	-		3,500.00
23	WATER PITCHER AND FILTER	42.00	EACH	95.00	3,990.00	26.00	2,470.00	39.00	3,705.00	93%	285.00
24	SITE RESTORATION - PRIVATE	17.00	EACH	2,000.00	34,000.00	7.00	14,000.00	17.00	34,000.00	100%	-

Progress Estimate - Unit Price Work**Contractor's Application for Payment**

Owner:	CITY OF PIPESTONE						Owner's Project No.:					
Engineer:	BOLTON & MENK, INC.						Engineer's Project No.: 25X140622					
Contractor:	TE UNDERGROUND LLC						Contractor's Project No.:					
Project:	2026 LEAD SERVICE LINE REPLACEMENT						Agency's Project No.:					
Contract:	2026 LEAD SERVICE LINE REPLACEMENT											

Application No.:	3	Application Period:	From	08/26/26	to	09/25/26	Application Date: 10/05/26				
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
25	SITE RESTORATION - PUBLIC	35.00	EACH	2,200.00	77,000.00	26.00	57,200.00	33.00	72,600.00	94%	4,400.00
26	EROSION CONTROL / SEDIMENT CONTROL	1.00	LUMP SUM	6,500.00	6,500.00	0.50	3,250.00	0.70	4,550.00	70%	1,950.00
27	CONSTRUCTION ALLOWANCE	1.00	UNIT	10,000.00	10,000.00	-	-	-	-		10,000.00
Original Contract Totals					\$ 790,255.00		\$ 287,967.50		\$ 465,642.75	59%	\$ 324,612.25

Project Cost Estimate Breakdown

Owner: CITY OF PIPESTONE
 Engineer: BOLTON & MENK, INC.
 Contractor: TE UNDERGROUND LLC
 Project: 2026 LEAD SERVICE LINE REPLACEMENT
 Contract: 2026 LEAD SERVICE LINE REPLACEMENT

Owner's Project No.:
 Engineer's Project No.: 25X140622
 Contractor's Project No.:
 Agency's Project No.:
 Total Contract Amount: \$790,255.00

Section 10, Item B.

Application No.: 3

Application Period

From: 08/26/26

To: 09/25/26

Application Date: 10/05/26

Item No.	Description	As Bid				PUBLIC		PRIVATE		TOTAL PROJECT	
		Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Cost
1	MOBILIZATION	1.00	LUMP SUM	\$20,000.00	\$20,000.00	0.74	\$14,800.00	0.16	\$3,200.00	0.90	\$18,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	\$3,500.00	\$3,500.00	0.74	\$2,590.00	0.16	\$560.00	0.90	\$3,150.00
3	TRAFFIC DETOUR	1.00	EACH	\$3,500.00	\$3,500.00	0.90	\$3,150.00			0.90	\$3,150.00
4	REMOVE & REPLACE CURB AND GUTTER	700.00	LIN FT	\$70.00	\$49,000.00	80.00	\$5,600.00			80.00	\$5,600.00
5	REMOVE & REPLACE CONCRETE SIDEWALK	4800.00	SF	\$22.00	\$105,600.00	420.00	\$9,240.00			420.00	\$9,240.00
6	REMOVE & REPLACE CONCRETE DRIVEWAY	600.00	SF	\$17.00	\$10,200.00	333.00	\$5,661.00			333.00	\$5,661.00
7	REMOVE & REPLACE GRAVEL DRIVEWAY	400.00	SF	\$2.00	\$800.00						
8	REMOVE & REPLACE BITUMINOUS STREET PAVEMENT	14700.00	SF	\$6.25	\$91,875.00	3,103.00	\$19,393.75			3,103.00	\$19,393.75
9	REMOVE & REPLACE CONCRETE STREET PAVEMENT	3300.00	SF	\$17.00	\$56,100.00	819.00	\$13,923.00			819.00	\$13,923.00
10	REMOVE & REPLACE CONCRETE STEP	2.00	EACH	\$3,400.00	\$6,800.00						
11	SALVAGE AND REINSTALL FENCE	20.00	LIN FT	\$75.00	\$1,500.00						
12	EXPLORATORY EXCAVATION	45.00	HR	\$175.00	\$7,875.00	13.00	\$2,275.00			13.00	\$2,275.00
13	TELEWISE SANITARY SERVICE	42.00	EACH	\$800.00	\$33,600.00						
14	DRAIN TILE REPAIR	20.00	LIN FT	\$12.00	\$240.00						
15	1" PE WATER SERVICE	2385.00	LIN FT	\$65.00	\$155,025.00	1,750.00	\$113,750.00	855.00	\$55,575.00	2,605.00	\$169,325.00
16	1" CORPORATION STOP & SADDLE	35.00	EACH	\$700.00	\$24,500.00	39.00	\$27,300.00			39.00	\$27,300.00
17	1" CURB STOP & BOX	42.00	LIN FT	\$900.00	\$37,800.00	39.00	\$35,100.00	1.00	\$900.00	40.00	\$36,000.00
18	2" POLYSTYRENE INSULATION	50.00	SY	\$30.00	\$1,500.00	4.00	\$120.00			4.00	\$120.00
19	CONNECT TO EXISTING WATER SERVICE - PRIVATE	7.00	EACH	\$850.00	\$5,950.00			8.00	\$6,800.00	8.00	\$6,800.00
20	PLUMBER	42.00	EACH	\$400.00	\$16,800.00	40.00	\$16,000.00			40.00	\$16,000.00
21	ELECTRICIAN	42.00	EACH	\$550.00	\$23,100.00	27.00	\$14,850.00			27.00	\$14,850.00
22	CASTING ASSEMBLY SPECIAL (CURB STOP AND BOX)	10.00	EACH	\$350.00	\$3,500.00						
23	WATER PITCHER AND FILTER	42.00	EACH	\$95.00	\$3,990.00	39.00	\$3,705.00			39.00	\$3,705.00
24	SITE RESTORATION - PRIVATE	17.00	EACH	\$2,000.00	\$34,000.00			17.00	\$34,000.00	17.00	\$34,000.00
25	SITE RESTORATION - PUBLIC	35.00	EACH	\$2,200.00	\$77,000.00	33.00	\$72,600.00			33.00	\$72,600.00
26	EROSION CONTROL / SEDIMENT CONTROL	1.00	LUMP SUM	\$6,500.00	\$6,500.00	0.54	\$3,510.00	0.16	\$1,040.00	0.70	\$4,550.00
27	CONSTRUCTION ALLOWANCE	1.00	UNIT	\$10,000.00	\$10,000.00						
SUBTOTAL CONSTRUCTION COST:						\$363,567.75		\$102,075.00		\$465,642.75	
RETAINAGE (5%):						\$18,178.39		\$5,103.75		\$23,282.14	
TOTAL CONSTRUCTION COST:						\$345,389.36		\$96,971.25		\$442,360.61	
AMOUNT PAID ON PREVIOUS ESTIMATES:						\$215,923.12		\$57,646.00		\$273,569.12	
TOTAL AMOUNT DUE THIS PAY ESTIMATE:						\$129,466.24		\$39,325.25		\$168,791.49	

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026 - 49

**RESOLUTION ORDERING THE ABATEMENT OF HAZARDOUS PROPERTY AND A
HAZARDOUS BUILDING LOCATED AT 803 2ND STREET NW**

WHEREAS, the property located at 803 2nd Avenue SE (PID 18.860.0020) (“Property”) in the City of Pipestone (“City”) and legally described on the Exhibit A attached hereto, contains a residential building (“Dwelling”); and

WHEREAS, according to property records obtained by the City, the Property is owned by Adrian R. Pottratz and Angeline M. Pottratz (“Owners”); and

WHEREAS, the Dwelling has been inadequately maintained, is collapsing and dilapidated and abandoned; and

WHEREAS, an inspection of the Property revealed that portions of the Dwelling is collapsing and in an extreme state of disrepair and revealed the following hazardous conditions:

- Deteriorated roof shingles;
- Damaged gutters and downspouts;
- Rotted exterior wood fascia board, exposing the interior roof rafters to weather elements, pest entry, and advanced wood decay;
- Damaged exterior siding exposing the underlying wood sheathing to water penetration;
- More than 50% of the exterior wood trim show severe peeling, flaking, and unprotected wood surfaces, failing to maintain the required protective coating;
- The exterior foundation wall in several places of house and garage that shows a noticeable outward bulge and a vertical step crack exceeding 1/2 inch, indicating active structural movement and a lack of stabilization; and
- Lack of water service.; and

WHEREAS, the Property and the condition of the Dwelling have become a hazard and a nuisance, a harborage for rodents, and an invitation to vandals and vagrants; and

WHEREAS, the City has communicated with the Owners with regard removal of the hazardous conditions on the Property, including a Notice of Violation dated April 15, 2026 and correspondence dated August 3, 2026; and

WHEREAS, despite communicating with the Owners and providing him the opportunity to repair or abate the hazardous conditions on the Property, the Owners have not taken steps to address the hazardous condition of the Dwelling or the Property; and

WHEREAS, the City has exhausted its efforts attempting to accommodate the Owners and has significant concerns about the hazardous conditions of the Dwelling and the Property; and

WHEREAS, Minnesota Statutes, section 463.15, subdivision 3 defines a “hazardous building or hazardous property” as “any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public safety or health”; and

WHEREAS, Minnesota Statutes, sections 463.16 and 463.17, authorize the City Council to order the owner of any hazardous building or property within the City to remove the hazardous conditions of the building or property or to raze or remove the building; and

WHEREAS, Minnesota Statutes, section 463.161 et seq., authorizes a city to correct or remove a hazardous condition of any hazardous property or building if the owner of record fails to do so after a reasonable time and the district court enters a judgment sustaining the city’s order; and

WHEREAS, Minnesota Rules, section 1300.0180 defines a building as unsafe “if it is structurally unsafe, not provided with adequate egress, a fire hazard, or otherwise dangerous to human life” and specifically deems all unsafe buildings as public nuisances that “must be abated by repair, rehabilitation, demolition, or removal according to Minnesota Statutes, sections 463.15 to 463.26”, the Hazardous or Substandard Buildings state abatement statutes; and

WHEREAS, Minnesota Statutes, section 609.74 deems it a public nuisance to maintain or permit a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort, or repose of any considerable number of members of the public; and

WHEREAS, Chapter 151 (the Property Maintenance Code for the City of Pipestone) of the City of Pipestone City Code (“City Code”), and generally Section 151.14 of the City Code, governs the minimum conditions and responsibilities of persons for maintenance of structures, equipment, and exterior property; and

WHEREAS, Section 151.18 of the City Code requires that the exterior of a structure shall be maintained in good repair; that exterior wood surfaces shall be protected from the elements by painting or treatment; and that peeling or flaked paint shall be eliminated and surfaces repainted; and that all siding and masonry joints and those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water-tight; that exterior walls shall be free from holes, breaks, and loose or rotting materials, and maintained weatherproof and properly surface coated where required to prevent deterioration; and

WHEREAS, to date, the Owners have failed to take any steps necessary to abate the hazardous and nuisance conditions of the Dwelling and the Property and have failed to cooperate with the City in response to the City’s efforts; and

WHEREAS, based on information presented, the City Council finds that the condition of the Property and the Dwelling, as summarized in this Resolution, are hazardous, unsafe, a danger to the health, safety, and general welfare of the citizens of the City, and a public nuisance, and therefore, said conditions must be abated in accordance with applicable state and local laws.

NOW, THEREFORE, BE IT RESOLVED, by the City Council as follows:

1. The City Council adopts, as factual findings, all of the above recitals.
2. The Property and the Dwelling are hereby deemed hazardous, as that term is defined by Minnesota Statutes, section 463.15 and unsafe, as that term is defined by Minnesota Rules, section 1300.0180.
3. The condition of the Property and Dwelling also constitutes a public nuisance within the meaning of Minnesota Statutes, section 609.74 and Minnesota Rules, section 1300.0180.
4. The City Attorney shall prepare an Abatement Order substantially similar to that attached hereto as Exhibit B (the “Abatement Order”).
5. The City Attorney is authorized to take all necessary legal steps to effectuate service of this resolution and the corresponding Abatement Order in the manner required by law.
6. The City Attorney, along with City Council and City Clerk, is further authorized to take all necessary legal steps in order to secure compliance with the Abatement Order and may effectuate the securing of the Dwelling and otherwise abate the hazardous conditions on the Property by either agreement with the Owners or by court order and subsequently assess the costs thereof against the Property in accordance with law.

Passed and adopted by the City Council of the City of Pipestone this 5th day of October 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

EXHIBIT A
Legal Description of the Property

Lot Two (2), Block One (1), Westlawn Addition to the City of Pipestone, Minnesota, Pipestone County, Minnesota.

EXHIBIT B

STATE OF MINNESOTA
COUNTY OF PIPESTONE

DISTRICT COURT
FIFTH JUDICIAL DISTRICT

Case Type: Other Civil

In In the Matter of the Hazardous Property
and Building Located at 803 2nd Street NW,
Pipestone, Minnesota.

ORDER FOR ABATEMENT OF
HAZARDOUS PROPERTY AND
A HAZARDOUS BUILDING

To: All owners, occupants, and lienholders of record.

The City Council of the City of Pipestone (“City”) orders that within 30 days of service of this Abatement Order you abate the hazardous and nuisance conditions which currently exist on the property located at 803 2nd Street NW, Pipestone, Minnesota, which property is legally described on Exhibit A attached to this Abatement Order (“Property”), including those conditions related to the residential dwelling (“Dwelling”) on the Property. As further detailed in this Abatement Order, such abatement shall occur by (1) securing all necessary building, plumbing and electrical permits from the City and bringing the structure into full compliance with the Minnesota State Building Code, including the abatement of all hazardous conditions on the Property or (2) razing the Dwelling, removing all debris from the premises, disconnecting all utilities according to City standards, and grading the land to a smooth, safe condition.

The City, pursuant to Minnesota Statutes Sections 463.15 to 463.261, finds the Dwelling and Property located at the above-referenced property constitute hazardous buildings and hazardous property within the meaning of Minnesota Statutes Section 463.15 subdivision 3, specifically due to the condition of the Dwelling and the overall condition of the Property.

Accordingly, it is hereby ORDERED that you abate the aforementioned conditions within 30 days of the date of service of this Abatement Order by (1) securing all necessary building, plumbing and electrical permits from the City and bringing the structure into full compliance with the Minnesota State Building Code, including the abatement of all hazardous conditions on the Property or (2) razing the Dwelling, removing all debris from the premises, disconnecting all utilities according to City standards, and grading the land to a smooth, safe condition.

Certain work listed above may require permits, and you must first apply for and obtain any such permits required for the work you intend to perform from the City and any other entity with jurisdiction. This Abatement Order is not a permit. Further, all such work completed is subject to inspection by the City or other officials as may be required to ensure compliance with applicable laws, regulations, and this Abatement Order.

You are further advised that unless such corrective action is taken or an Answer is timely served on the City within 20 days of the date of service of this Abatement Order upon you, a motion for summary enforcement of this Abatement Order will be made to the Pipestone County District Court.

Finally, you are further advised that if you do not comply with this Abatement Order and the City is compelled to take corrective action, as authorized under law, all necessary costs incurred by the City in enforcing this Abatement Order will be assessed against the Property pursuant to Minnesota Statutes, section 463.21 and the City of Pipestone City Code. In connection to such

assessment, the City further intends to recover all of its expenses incurred in carrying out this Abatement Order, including specifically but not exclusively, filing fees, service fees, publication fees, attorneys’ fees, appraisers’ fees, witness fees, including expert witness fees and traveling expenses incurred by the City from the time this Abatement Order was originally made pursuant to Minnesota Statutes, section 463.22 and the City of Pipestone City Code.

Dated: October ____ 2026

TOWN LAW CENTER PLLP

Jason M. Hill, #298438
1250 Wayzata Boulevard E., Unit #1065
Wayzata, MN 55391
Telephone: (612) 361-7041
jason@townlawcenter.com

ATTORNEY FOR CITY OF PIPESTONE

ACKNOWLEDGEMENT

Pursuant to Minn. Stat. § 549.211, the undersigned acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties for actions in bad faith; the assertion of a claim or a defense that is frivolous and that is costly to the other party; the assertion of an unfounded position solely to delay the ordinary course of the proceeding or to harass; or the commission of a fraud upon the court.

Jason M. Hill

EXHIBIT A
Legal Description of the Property

Lot Two (2), Block One (1), Westlawn Addition to the City of Pipestone, Minnesota, Pipestone County, Minnesota.

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-50

A RESOLUTION APPROVING TAX ABATEMENT ON PROPERTY BEING DEVELOPED
BY DVKH PROPERTIES LLC IN THE CITY OF PIPESTONE

BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota as follows:

Section 1. Authorization and Recitals.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”), is authorized to grant an abatement of the property taxes imposed by the City on a parcel of real property, if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the Pipestone Commercial Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for commercial development.
- 1.03. DVKH Properties LLC (the “Developer”) applied for a property tax abatement pursuant to the City’s Tax Abatement Policy on property legally described as set forth in Exhibit A attached hereto (the “Property”).
- 1.04. The City has determined a need to grant a property tax abatement (the “Abatement”) pursuant to the Act to the Developer to assist with costs related to the development and construction of a car wash and necessary buildings (the “Project”) on the Property.
- 1.05. Pursuant to the Act, the City Council, on October 5, 2026, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Pipestone County Star, the official newspaper of the City.

Section 2. Findings. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10%) of the City’s current property tax levy or \$200,000.
- 2.05. It is in the best interests of the City to grant the tax abatement authorized in this resolution.

- 2.06. The abatement complies with the City's written Commercial Tax Abatement Policy.

Section 3. Granting of Tax Abatement.

- 3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.
- 3.02. Subject to the provisions of the Act, the abatement (the "Abatement") is hereby approved and adopted subject to the following terms and conditions:
- (a) The term "Abatement" means the personal property taxes generated in any tax-payable year by extending the City's total tax rate for that year against the tax capacity of the Property.
 - (b) The Abatement shall be for a five (5) year period and shall commence with receipt of the Certificate of Occupancy, or not more than one (1) year following approval of this Resolution, whichever occurs first.
 - (c) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year exceed the greater of 10% of the City's net tax capacity for that year or \$200,000 (the "Abatement Cap"). The City may grant any other abatements permitted under the Act after the date of this Resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatement granted pursuant to this Resolution.
 - (d) The City will pay the Abatement to the Developer in one single payment by December 30th of that calendar year.
 - (e) The Abatement may be modified or terminated at any time by the City Council in accordance with the Act.
 - (f) The City makes no warranties or representations regarding the amount or availability of the Abatement.
 - (g) The Abatement shall be subject to all the terms and limitations of the Act.
- 3.03. The Mayor and the City Administrator are authorized and directed to execute and deliver any additional agreements, certificates or other documents that the City determines are necessary to implement this Resolution.

Passed and adopted by the City Council of the City of Pipestone this 5th day of October 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

EXHIBIT A
Legal Description of the Property

Lots Eight (8) and Nine (9) except the South Five (5) feet of Lot Nine (9), in Block One (1) of Sanford's Addition to the City of Pipestone, County of Pipestone, State of Minnesota; AND
Also that part of the Northeast Quarter (NE1 /4) of the Southeast Quarter (SE 1 /4) lying North of and contiguous to Lot Eight (8), Block One (1), Sanford's Addition, City of Pipestone, County of Pipestone, State of Minnesota, located in Section Twelve (12), Township One Hundred Six (106) North, Range Forty-six (46) West of the Fifth P.M., County of Pipestone, State of Minnesota; AND
Also a strip of land in the Southeast Quarter (SE1 /4) of the Northeast Quarter (NE1 /4) of Section Twelve (12), Township One Hundred Six (106) North, Range Forty-six (46) West of the 5th P.M., County of Pipestone, State of Minnesota, described as follows: Commencing at a point Forty (40) feet West of the Southeast corner of said Northeast Quarter (NE1 /4), Section Twelve (12), running thence West on said quarter section line One Hundred Forty (140) feet; thence North to the South line of Centennial Street (Now Second Street N.E.); thence running East approximately One Hundred Forty (140) feet on the South line of Centennial Street to a point directly North of the point of beginning; thence South to the point of beginning, all in the City of Pipestone, ,County of Pipestone, State of Minnesota.

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA
RESOLUTION 2026-51

A RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City of Pipestone is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following entities and/or individuals have offered to contribute the cash amounts and tangible items as set below to the City of Pipestone:

<u>Name of Donor(s)</u>	<u>Amount</u>
Farm & Home Agency, Inc.	\$200 – Lights at the Lodge
First Farmers & Merchants	\$100- Disc Golf Course Upgrades

WHEREAS, such donations have been contributed to assist the City Departments with current updates, expenditures, and youth programs.

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PIPESTONE, MINNESOTA, AS FOLLOWS:

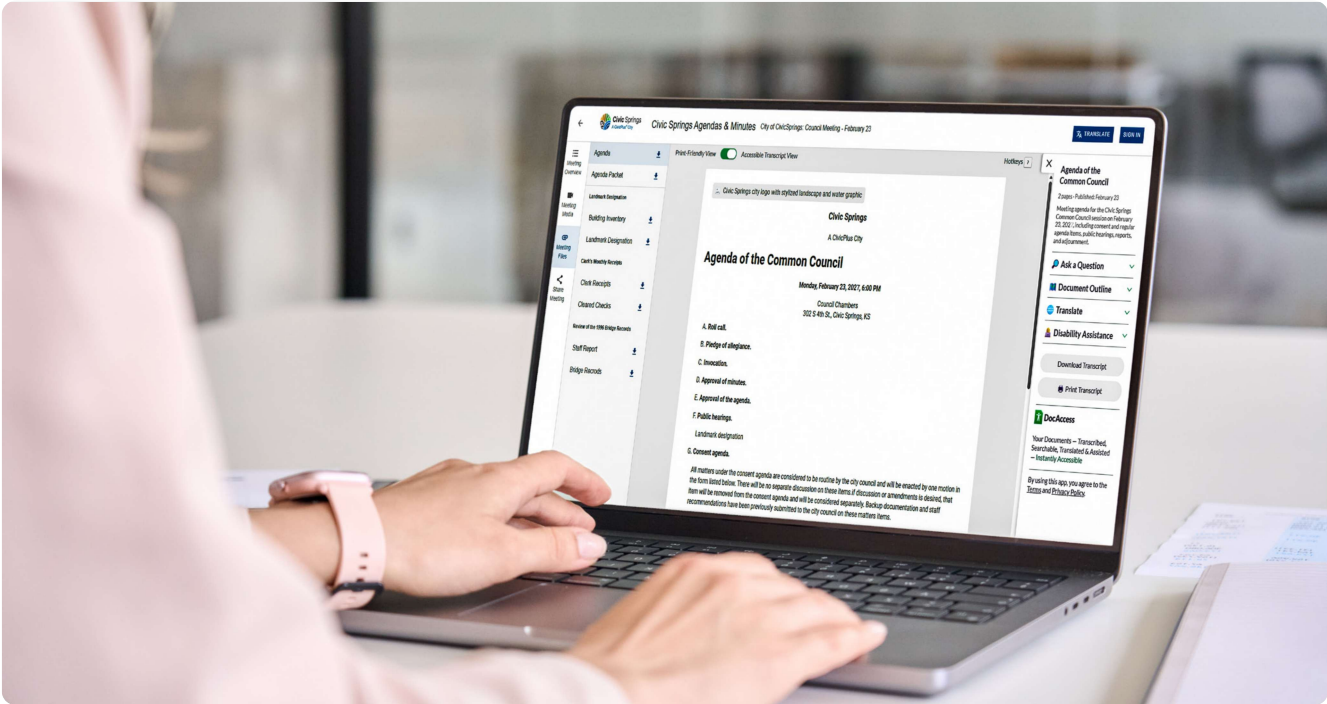
1. The donations described above are accepted.
2. The City Clerk is hereby directed to issue a receipt to the donors acknowledging the City’s receipt of the donors’ donations.

Passed and adopted by the City Council of the City of Pipestone this 5th day of October, 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

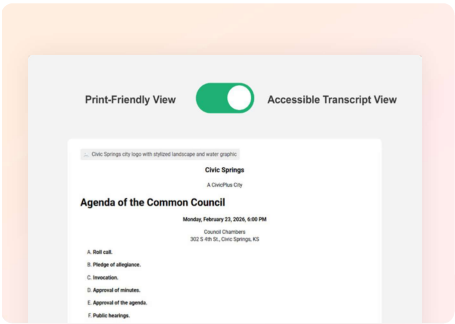


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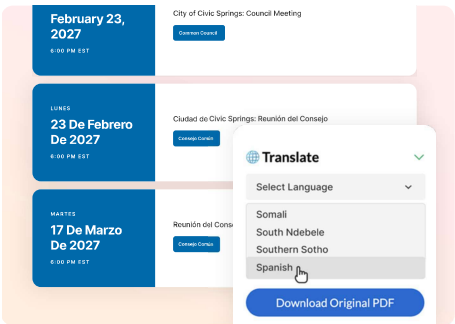
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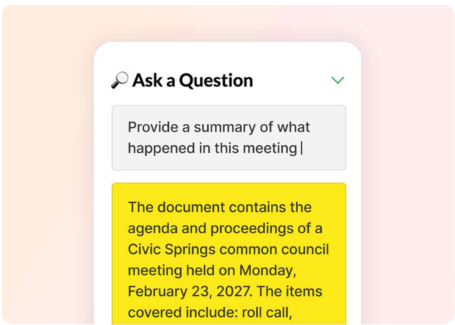
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302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-123825-1
8/17/2026 2:28 PM

8/15/2026

Client:
City of Pipestone, MN

Bill To:
PIPESTONE CITY, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Erin Chmielowski		erin.chmielowski@civicplus.com		Net 30

AMMS

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant

Accessibility

QTY	PRODUCT NAME	DESCRIPTION
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.
1.00	DocAccess Implementation	Implementation of DocAccess
1.00	AudioEye Managed	AudioEye Managed: https://www.progressivepipestone.com/
1.00	AudioEye Managed Implementation	AudioEye Managed Implementation

Total Investment - Initial Term	USD 13,166.00
Annual Recurring Services (Subject to Uplift)	USD 11,166.00

Initial Term	8/15/2026 - 8/14/2027, Renewal Term 8/15 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
<https://www.progressivepipestone.com/>

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123825-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Web Accessibility



AudioEye for Municipal Websites

Features & Functionality

AudioEye for Websites

CivicPlus is the exclusive local government provider of AudioEye's full service accessibility offering. AudioEye's industry-defining digital accessibility hybrid offering helps deliver website remediations efficiently and affordably for organizations of all sizes. The AudioEye platform leverages a decade of investment in advanced technology supported and informed by a team of dedicated IAAP-certified professionals to help deliver improved access to the web conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- AudioEye Accessibility Help Desk with Personalization Tools

AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology—a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

AudioEye Accessibility Help Desk with Personalization Tools

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, the toolkit provides instant personalization
- 24 Hour Help Desk provides accessibility answers from accessibility experts

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

AudioEye Trusted Certification



The AudioEye Trusted Certification represents a commitment to accessibility and digital inclusion.

www.fcc.gov is AudioEye Trusted.

The AudioEye web accessibility certification process involves automatic and manual testing with the goal of identifying and resolving access barriers, conforming with the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.2 Level AA Success Criteria, and ensuring an optimal user experience for all users, regardless of their individual abilities.



Implementation

With AudioEye, seamless accessibility is just a click away. This tool can be implemented almost immediately upon your website's launch, eliminating the need for a lengthy installation timeline. This means your site can be fully accessible from day one, providing an effortless and user-friendly experience for all visitors.

Value Proposition

The AudioEye Difference

AudioEye is an industry-leading web accessibility platform delivering trusted ADA and WCAG accessibility compliance. Our software finds and fixes accessibility issues on websites and provides all necessary ADA compliance must-haves for local governments. The software is delivered with real-time reporting mechanisms and self-serve accessibility resources, including the Visual Toolkit with 24/7 Help Desk, automatically generated Sustainable Testing, and Remediation (STAR) plan and accessibility statement. The software enables the delivery of custom fixes built by our Implementation Team. It runs via JavaScript or integrated plugins, which provide a codeless installation experience.

TRUSTED CERTIFICATION

Your website will be enabled with the AudioEye icon. Each page will be certified as "AudioEye Trusted" to WCAG 2.2—the latest approved international standard for accessibility. Backed by AudioEye's [Trusted Certification](#), auto remediations will run continuously and your site's accessibility will be continuously remediated and monitored.

EXPERT REMEDIATION

AudioEye's [A1liance Team](#), a community of testers with disabilities, will actively test your site and remediate accessibility issues they find.

LEGAL SUPPORT

AudioEye can provide legal support for accessibility issues, should you need it.

AUDIOEYE ACCESSIBILITY HELP DESK

The Accessibility Help Desk is active – this is a visitor facing accessibility help station staffed by a team of experts capable of acting on behalf of the accessibility of your site. This is a bridge between you and a disabled user and among the first things investigative teams will look for when determining accessibility. AudioEye prioritizes the remediation of validated issues as submitted via the Accessibility Help Desk.

PERSONALIZATION TOOLS

The personalization tools are enabled. This gives agency to the user to personalize their experience.



Web Accessibility



DocAccess

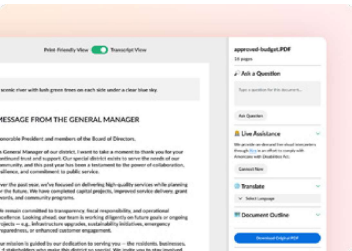
Features & Functionality

DocAccess

Simplify compliance by automatically converting all current and future PDFs into screen reader-friendly, WCAG 2.1 AA-aligned HTML transcripts.

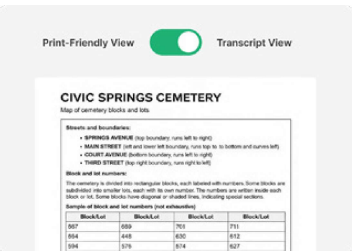
KEY BENEFITS:

- Work quickly with setup as fast as **1 day** and then **5 minutes** for new PDFs to be automatically detected and converted.
- Align all current and future PDFs to ADA standards by automatically converting documents to WCAG 2.1 AA-aligned, screen reader-friendly HTML transcripts.
- Real-time translation powered by Google translate, with **250 supported languages**.
- Live visual interpretation via **24/7 access to professional interpreters at Aira** – included at no extra cost.
- Images, charts, maps, and diagrams are instantly accessible with AI-generated alt-text following WCAG best practices.
- AI-powered search that lets users ask questions in-document and get answers back in their preferred language.
- Accessible from any device – responsive design ensures perfect viewing on all devices.



Instantly Convert Documents to HTML Transcripts

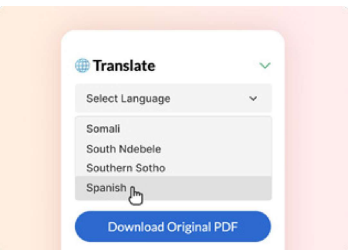
Once DocAccess is activated, all PDF links on your website automatically open in the mobile-friendly DocAccess view. Residents can use the print-friendly version or the HTML transcript, which includes detailed alt text for images.



Align Tricky Documents to WCAG 2.1 Standards

DocAccess is built for the complexity and range of government documentation. Use it to convert even your most difficult PDFs, including:

- Historical and handwritten documents
- Complex RFPs with diagrams and decision trees
- Comprehensive financial audits
- Multi-column brochures with scanned maps
- Scanned legal documents and budgets with handwritten signatures

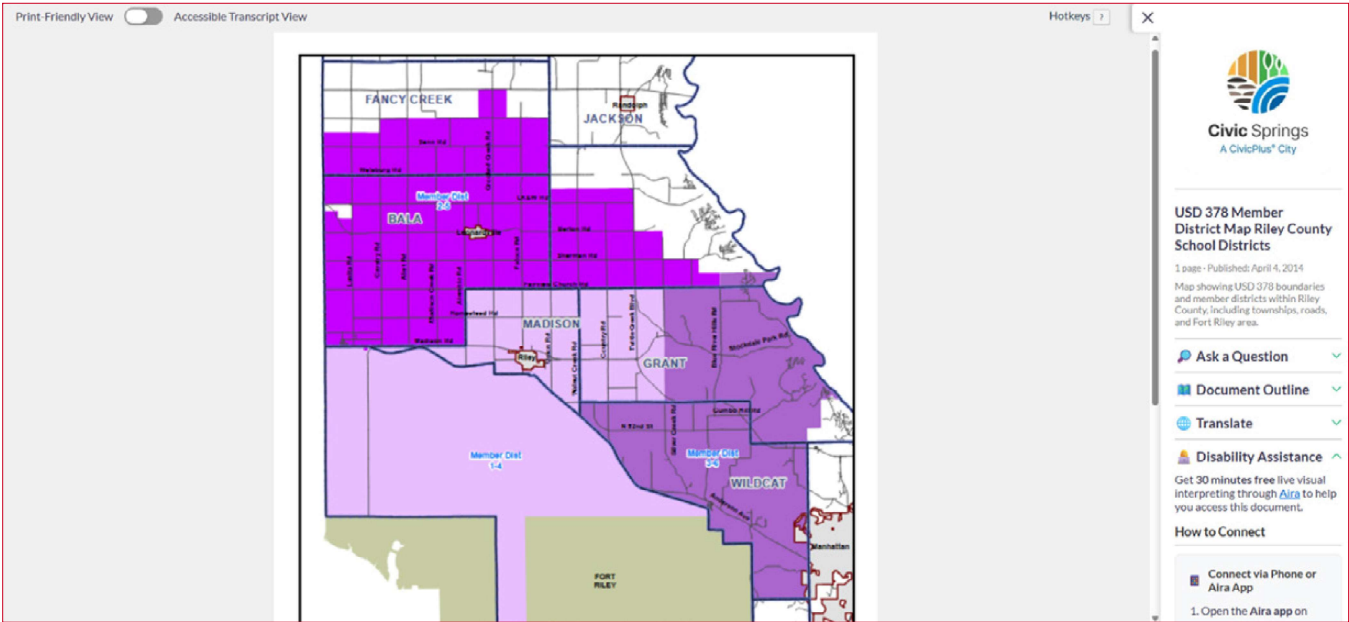


Translate into 250 Languages

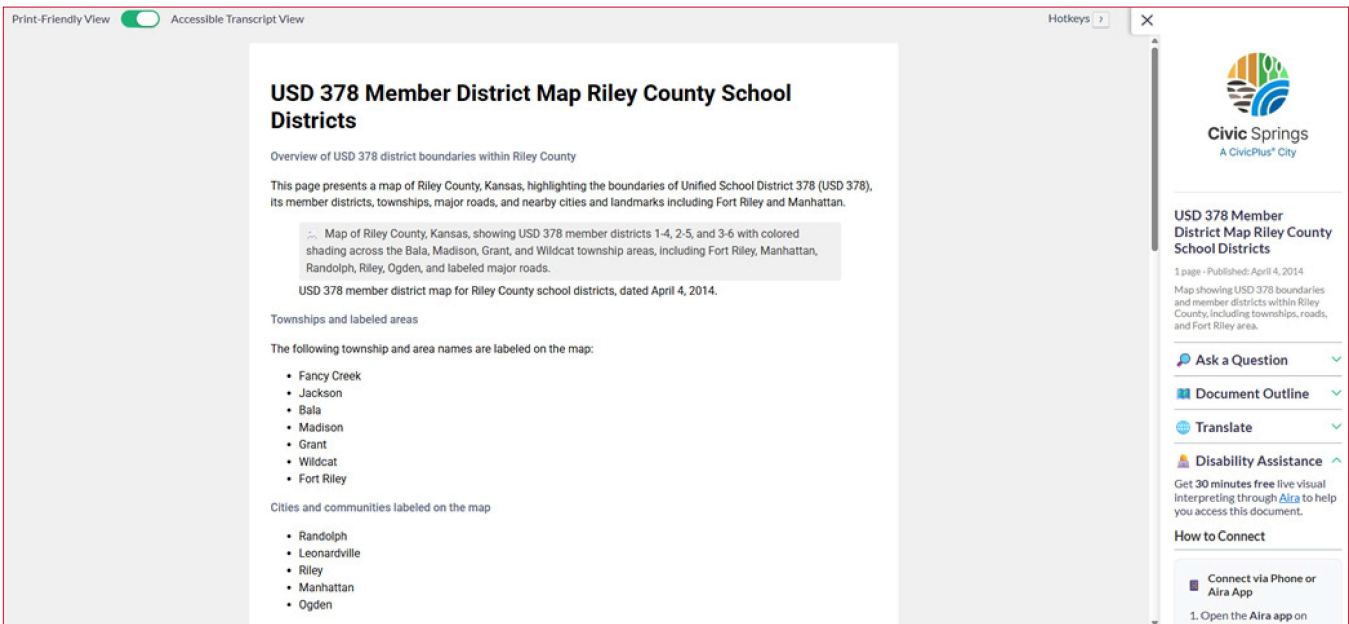
Over 250 built-in language translations can be applied to the HTML transcript with one click. Translations also apply to DocAccess features, including the Ask a Question tool.

DOCACCESS IN ACTION

Take your documents from this:



To this, simply by turning on the accessible transcript view with DocAccess.



Implementation

- **Quick Installation** – Add one line of code to your website – similar to Google Analytics. Works with any CMS or platform.
- **Automatic Processing** – DocAccess scans and processes all your PDFs, creating accessible versions without touching your original files.
- **Go Live & Stay Compliant** – Your PDFs are now served in an accessible, translatable, and mobile-friendly format. New documents are processed automatically. Full dashboard for monitoring.

