



## Regular City Council Meeting Agenda

January 20, 2026 at 6:30 PM

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

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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.](#) January 5, 2026 Special Meeting Minutes
  - [B.](#) January 5, 2026 Regular Meeting Minutes
6. **Community Concerns (Maximum 3 Minutes Per Person)**
7. **Reports**
  - A. Senior Center
  - B. Airport
  - C. Museum
  - D. Chamber of Commerce
  - E. EDA
  - F. HRA
8. **Public Hearings, Petitions, and Bid Openings**
9. **Legal**
10. **Engineering**
  - [A.](#) 80x80 Hangar Pay Request No. 2
  - [B.](#) AWOS Pay Request No. 2

**11. \*\*Financial**

- A. Payment of Claims-Listing of Bills
- B. December 2025 Financial Report

**12. Old Business**

**13. New Business**

- A. Resolution 2026-6: A Resolution Regarding an Application for Authorization for Exemption From Lawful Gambling License
- B. Resolution 2026-7: Resolution Accepting Donation(s)
- C. Resolution 2026-8: A Resolution Ordering the Abatement of a Hazardous Property and Buildings and Public Nuisances Located at 601 3rd Avenue NE
- D. Resolution 2026-9: Resolution Appointing Election Judges for the Primary Election of August 11, 2026 and the General Election of November 3, 2026
- E. Meulebroeck, Taubert & Co. PLLP Audit Engagement Letter
- F. Schedule Annual Planning Work Session
- G. Schedule 2026 Local Board of Appeal and Equalization hearing
- H. Accept Employee Resignation

**14. Closing Comments**

**15. Executive/Closed Session**

**16. Adjournment**

Pipestone, Minnesota  
January 5, 2026

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 5:30p.m. on the 5<sup>th</sup> day of January, 2026. Mayor Dan Delaney called the special meeting to order. Roll call was taken and a quorum was declared. Members Present: Dan Delaney, Rodger Smidt, Scott Swanson and Verdeen Colbeck. Absent: Danielle Thompson. Others present: City Administrator Stephanie LaBrune, Administrative Assistant Megan DeWitte, Cable Access Coordinator Steve Moffitt, and City Attorney Jason Hill via Zoom.

Mayor Delaney stated the purpose of the special meeting was to discuss policy changes regarding Department Head Evaluations and to discuss the City Clerk and Administrative Assistant Positions. Delaney then turned the discussion over to the City Administrator LaBrune.

Discuss Policy Changes Regarding Department Head Evaluations

LaBrune explained the current policy for department head evaluations and shared what the new evaluation procedure policy may entail.

City Attorney Hill indicated changes can be made but the City Code and Personnel policy would have to be voted on by Council and changed to adopt any new procedures.

The Council all agreed that it would be a more favorable situation to have just the City Administrator or Personnel Committee conduct the Department Head Evaluations instead of holding special meetings and having the full Council involved. Mayor Delaney also agreed that by making this change it would assist in giving the public reassurance that the City intends to proceed with full transparency when handling employee reviews. He also believed this would give administration the chance to evaluate, negotiate or critique performance with the Department Head employee.

Delaney said he is open to whatever the Council approves. Administrator LaBrune stated she is in favor of whatever the Council decides as well, but she would like to do them independently and involve the personnel committee if problems arise with a Department Head employee. This would better keep and protect the employee's privacy.

Attorney Hill said the personnel policy needs to be very clear and he would be willing to draft language in the code book to support these changes.

There was open discussion about the hiring and firing process of the Department Head level. The majority present agree that it should be delegated to the Personnel Committee as well as any pay grade increases. They also agreed that the City Administrator would still be able to do Department Head reviews independently as well as administer step increases without needing Council or Personnel Committee approval. Then, if any concerns would arise with a Department Head employee, the administrator would be allowed to bring those concerns forward and work with the Personnel Committee to address them.

Mayor Delaney said he suggests that Administrator does the evaluations, Personnel Committee does the hiring and firing process as needed and then they will bring their recommendations to the Council for approval. All other employees will be handled by Administrator only. Any type of job description or title change, as well as, pay grade movements will be assessed by Personnel Committee and brought to Council for approval.

Discuss City Clerk and Administrative Assistant Positions

Mayor Delaney shared that the Personnel Committee has met and has been discussing the delegation of job duties at city hall. Since October the City office has been short staffed and Megan DeWitte has really stepped up in performing many of the city clerk duties. It is the recommendation of the City Administrator and Personnel Committee to appoint DeWitte to the City Clerk position effective January 1, 2026. LaBrune’s recommendation is to evaluate DeWitte’s performance at her six-month review on July 1, 2026 and with a positive evaluation, move her to pay grade 13 step 1, and prior to January 1 of 2027 conduct another performance evaluation, and if it is a positive evaluation, move her to a final pay grade 14 step 1. LaBrune said, by the end of 2026 Megan should have a full grasp on all of the duties required by the City Clerk.

All in attendance were favorable and agreed upon to allow Council to move forward in their regular council meeting with appointing Megan DeWitte to the City Clerk position and increasing her pay after a job description analysis is done. Delaney stated that we are lucky to have the great staff we do have at city hall. There is a lot that goes on in the office that people are just so unaware of each day.

Motion made by Swanson, seconded by Colbeck, and unanimously carried to adjourn the special council meeting at 6:03p.m.

\_\_\_\_\_  
Dan Delaney  
Mayor

Attest:

\_\_\_\_\_  
Stephanie LaBrune  
City Administrator / Clerk

Pipestone, Minnesota  
January 5, 2026

Pursuant to due call and notice thereof, a regular meeting of the Pipestone City Council was duly held in the Municipal Building at 6:30p.m. on the 5<sup>th</sup> day of January, 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: Danielle Thompson. Others present: City Administrator Stephanie LaBrune, Administrative Assistant Megan DeWitte, Cable Access Coordinator Steve Moffitt, Library Director Jody Wacker, Kyle Kuphal, Rodger Elgersma, and Dave Andres. City Engineer Travis Winter and Attorney Jason Hill appeared via Zoom.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**APPROVE AGENDA- ADDITIONS, CHANGES, OR DELETIONS**

Motion was made by Swanson, seconded by Colbeck and unanimously carried to approve the agenda.

**CONSENT AGENDA**

Mayor Delaney stated the consent agenda contains the December 15, 2025 Regular Meeting Minutes, December 16, 2025 Special Meeting Minutes, Resolution 2026-2: A Resolution Designating the Pipestone County Star as the Official Newspaper for the City of Pipestone, Resolution 2026-3: A Resolution Designating First Farmers and Merchants Bank, First Bank and Trust, and First State Bank Southwest as the official depositories of City Funds, Resolution 2026-4: A Resolution approving the Mayor and City Council Members of the City of Pipestone to be covered by the Minnesota’s Worker’s Compensation Law, and the Payment of Claims-Listing of Bills in the amount of \$484, 449.22 for warrants #076413-#076521.

Delaney asked if there was any further discussion needed regarding these items. No further discussion was held.

Motion was made by Colbeck, seconded Smidt and unanimously carried to approve the consent agenda contents of the December 15, 2025 Regular Meeting Minutes, December 16, 2025 Special Meeting Minutes, Resolution 2026-2: A Resolution Designating the Pipestone County Star as the Official Newspaper for the City of Pipestone, Resolution 2026-3: A Resolution Designating First Farmers and Merchants Bank, First Bank and Trust, and First State Bank Southwest as the official depositories of City Funds, Resolution 2026-4: A Resolution approving the Mayor and City Council Members of the City of Pipestone to be covered by the Minnesota’s Worker’s Compensation Law, and the Payment of Claims-Listing of Bills in the amount of \$484, 449.22 for warrants #076413-#076521.

**COMMUNITY CONCERNS**

Rodger Elgersma resident of 212 4<sup>th</sup> Ave SE, Pipestone, spoke on his concern of the article in the Pipestone Star about bettering the lead in the water. He shared his idea of how the grant money

could be spread further if pipe replacement could be done in the alley ways instead of under the city streets, He said, his thought is that it could cost costs immensely and help avoid traffic disruptions as well, and he would just like the city and the Council to consider his idea.

Councilman Smidt shared an email he received earlier from a concerned community member about adding stop signs on the east and west roads that connect to 8<sup>th</sup> Ave SW. He said the concern is that those roads seem to have mostly yield signs. Smidt said, this community member feels that it does not make much sense that other side streets in town have stop signs while one of the most heavily traveled streets like 8<sup>th</sup> Ave has mostly yield signs.

Mayor Delaney said he agrees that this should be considered further and that staff could present that to the county because they have jurisdiction of the signage. He also shared that there is a school drop off location right at 8<sup>th</sup> Ave, so he would be in favor of there being a stop sign there.

## **REPORTS**

Law Enforcement: Absent

Waste-Wastewater: Absent, report provided.

Liquor Store: Absent, report provided.

Recreation: Absent, report provided.

Public Works: Absent, report provided.

Library:

Director Wacker shared the many exciting events the library is hosting over the month of January and February.

## **LEGAL**

Ordinance No. 170, Fourth Series

Mayor Delaney shared the Ordinance amending Chapter 90 of the Pipestone City Code Regarding Dynamic Breaking in the City. He said, it was introduced at the last council meeting and is now ready for consideration.

Motion made by Smidt and seconded by Colbeck to adopt Ordinance No. 170, Fourth Series: An Ordinance of the City of Pipestone amending Chapter 90 of the Pipestone City Code Regarding Dynamic Breaking in the City. A roll call vote was then taken. Ayes: Delaney, Smidt, Colbeck, and Swanson. Nays: none. Motion carried.

## **NEW BUSINESS:**

Election of Acting Mayor:

Delaney opened the floor for nominations. Delaney nominated councilmember Rodger Smidt to be appointed as acting Mayor. With no other nominations, a motion made by Delaney, seconded by Swanson and unanimously carried to appoint Rodger Smidt as Acting Mayor for 2026.

Appointment of City Clerk

Delaney shared that during the special meeting, the Council discussed the appointment of current City Administrative Assistant, Megan DeWitte, to the City Clerk position, effective January 1<sup>st</sup>, 2026. Delaney then called for a motion.

Motion was made by Colbeck, seconded by Swanson and unanimously carried to appoint Megan DeWitte as the City Clerk, effective January 1, 2026.

Authorize Advertisement for Administrative Assistant

Delaney said with the Administrative Assistant position now open, Councilmembers will need to vote to authorize staff to advertise for the position.

Motion was made by Smidt, seconded by Swanson and unanimously carried to allow staff to advertise for the open Administrative Assistant position..

Mayoral Board/Committee Appointments

Mayor Delaney shared his list of 2026 City board and committee appointments. Motion made by Smidt, seconded by Colbeck and unanimously carried to confirm the list of appointments for the 2026 City boards and committees as presented.

Conflict of Interest Policy

Delaney shared that this is an annual acknowledgement to consider and review the City’s Conflict of Interest Policy. Delaney stated that there is a copy included in each councilmember’s packet to review and acknowledge.

Resolution 2026-1

Delaney stated that this is an annual Resolution Adopting Rules of Order and procedures for the City Council in Accordance with City Code Chapter 30, Section 30.003.

Motion made by Smidt, seconded by Colbeck and unanimously carried to accept Resolution 2026-1: A Resolution Adopting Rules of Order and procedures for the City Council in Accordance with City Code Chapter 30, Section 30.003.

Resolution 2026-5

Delaney stated that this resolution accepts the following donations:

- Steve and Peg Lange \$100 to assist with Lights at the Lodge
- Pipestone Holdings LLC \$1,700 to assist with Lights at the Lodge
- Marlys Winter \$8,900.27 to assist with operations at the Ewert Rec Center

Motion was made by Swanson, seconded by Smidt to accept the donations for Lights at the Lodge and the Ewert Rec Center operations.

Performance Evaluation Summary of Joel Adelman and Title Change

Delaney shared that Water/Wastewater Superintendent Joel Adelman had his 2024 and 2025 performance evaluation conducted in closed session on December 16<sup>th</sup>, 2025, and the Council concluded that Adelman’s performance was satisfactory and is recommending Adelman’s job title be changed to Utility Director.

Motions made by Colbeck, seconded by Smidt and unanimously carried to approve Joel Adelman’s satisfactory review and job title change to Utility Director.

Liability Coverage Waiver

Delaney shared that the City Council annually decides whether to waive or not waive the monetary municipal tort liability limits. LaBrune shared that the city’s insurance agent was recommending to not waive the tort limits.

Motion made by Smidt, seconded by Swanson and unanimously carried to not waive the monetary municipal tort liability limits.

**CLOSING COMMENTS**

Colbeck thanked all the many volunteers and donors that have contributed to the community over the past year.

Delaney shared a reminder from VanDyke Sanitation to residents to put their recycling totes out tonight. Lastly, Delaney shared that he would like to establish a date for meeting, sometime in late January to early February, to consider the yearly and 5-year plans and goals for the city and as the Council.

**ADJOURNMENT**

Motion was made by Smidt, seconded by Swanson and unanimously carried to adjourn the meeting at 7:00p.m.

\_\_\_\_\_  
Dan Delaney  
Mayor

ATTEST:

\_\_\_\_\_  
Megan DeWitte  
City Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

7533 S Section 10, Item A.

Suite 200  
Ramsey, MN 55303-5119

Ph: (763) 433-2851  
Fax: (763) 427-0833  
Bolton-Menk.com

January 7, 2026

Ms. Stephanie LaBrune  
City Administrator  
City of Pipestone  
119 2<sup>nd</sup> Avenue Southwest  
Pipestone, MN 56164

RE: Pipestone Municipal Airport (PQN)  
80' x 80' Hangar  
FAA AIP 3-27-0079-019-2025 / AIG 020-2025  
SP No. A5901-59 & 60

Dear Ms. LaBrune:

Enclosed is Pay Application No. **2** for the above-mentioned project in the amount of **\$124,406.56**. This Pay Application completes payment for civil site work and building material cost.

I recommend that the Pay Application be approved as shown. If you agree, please sign and return one copy with payment to the Contractor and one copy to me for our records.

If you have any questions or need additional information, please contact me at 612-987-0138 or [silas.parmar@bolton-menk.com](mailto:silas.parmar@bolton-menk.com).

Sincerely,  
**Bolton & Menk, Inc.**

**Silas Parmar, P.E.**  
Project Manager

Enclosures

Section 10, Item A.

**Contractor's Application for Payment**

<b>Owner:</b> CITY OF PIPESTONE	<b>Owner's Project No.:</b>
<b>Engineer:</b> BOLTON & MENK, INC.	<b>Engineer's Project No.:</b> 24X.136402
<b>Contractor:</b> EVERSTRONG CONSTRUCTION, INC.	<b>Agency's Project No.:</b> FAA AIP 19-25/AIG 20-25/ SP A5001-49/50
<b>Project:</b> 80' X 80' HANGAR	
<b>Application No.:</b> 2	<b>Application Date:</b> 1/7/2026
<b>Application Period:</b> From 11/1/2025 to 12/31/2025	

1. Original Contract Price	\$	803,732.46
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	803,732.46
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	372,243.28
5. Retainage		
a. 5% X \$ 372,243.28 Work Completed	\$	18,612.16
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	18,612.16
6. Amount eligible to date (Line 4 - Line 5.c)	\$	353,631.12
7. Less previous payments	\$	229,224.56
<b>8. Amount due this application</b>	<b>\$</b>	<b>124,406.56</b>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	431,489.18

**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:** EVERSTRONG CONSTRUCTION, INC.

Signed by: \_\_\_\_\_

Signature: Pete U'Ren Date: January 7, 2026

Name: PETE U'REN Title: PRESIDENT

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
DocuSigned by: By: <u>Silas Parnar</u>	By: _____
Name: <u>SILAS PARNAR</u>	Name: _____
Title: <u>PROJECT MANAGER</u>	Title: _____
Date: <u>1/7/2026</u>	Date: _____

Contractor's Application for Payment

Owner: CITY OF PIPESTONE  
 Engineer: BOLTON & MENK, INC.  
 Contractor: EVERSTRONG CONSTRUCTION, INC.  
 Project: 80' X 80' HANGAR

Owner's Project No.: 24X.136402  
 Engineer's Project No.: 24X.136402  
 Contractor's Project No.:  
 Agency's Project No.: FAA AIP 19-25/AIG 20-25/ SP A5001-49/50

A	B	C	D	E		F	F1	F2	G	H	I	J	K	L
				Contract Information										
Bid Item No.	Description	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 (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	
1	80' X 80' HANGAR, COMPLETE DESIGN-BUILD PER RFP	1.00	LUMP SUM	803,732.46	803,732.46	0.300211	241,289.01	0.463143	372,243.28	-	372,243.28	46%	431,489.18	
					Original Contract Totals		\$ 241,289.01		\$ 372,243.28		\$ 372,243.28	46%	\$ 431,489.18	

Application No.: 2 Application Period: From 11/01/25 to 12/31/25

Section 10, Item A.





Real People. Real Solutions.

1501 S

Section 10, Item B.

Suite 100  
Fairmont, MN 56031-4467  
Ph: (507) 238-4738  
Fax: (507) 238-4732  
Bolton-Menk.com

January 7, 2026

Ms. Stephanie LaBrune  
City Administrator  
City of Pipestone  
119 2<sup>nd</sup> Avenue Southwest  
Pipestone, MN 56164

RE: Pipestone Municipal Airport (PQN)  
AWOS Replacement  
SP A5901-56

Dear Ms. LaBrune:

Enclosed is Pay Application No. 2 for the above-referenced project in the amount of \$4,642.50. This Pay Application releases retainage as the Contractor has completed construction and submitted all final documentation to close the project.

I recommend the Pay Application be approved as shown. If you agree, please sign and return one copy with payment to the Contractor and one copy to me for my records.

If you have any questions or need additional information, please contact me at 612-987-0138 or [silas.parmar@bolton-menk.com](mailto:silas.parmar@bolton-menk.com).

Sincerely,  
**Bolton & Menk, Inc.**

**Silas Parmar, P.E.**  
Project Manager

Enclosures

CC: Travis Winter, Bolton & Menk, Inc.

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Pipestone</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Bolton &amp; Menk, Inc.</u>	<b>Engineer's Project No.:</b> <u>OT5.130514</u>
<b>Contractor:</b> <u>Werner Bros Inc.</u>	<b>Agency's Project No.:</b> <u>SP A5901-56</u>
<b>Project:</b> <u>AWOS Replacement</u>	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>1/7/2026</u>
<b>Application Period:</b> From <u>10/23/2025</u> to <u>12/31/2025</u>	

1. Original Contract Price	\$	92,850.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	92,850.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	92,850.00
5. Retainage		
a. _____ X \$ 92,850.00 Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	92,850.00
7. Less previous payments	\$	88,207.50
<b>8. Amount due this application</b>	<b>\$</b>	<b>4,642.50</b>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

**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:** Werner Bros Inc.

DocuSigned by:

**Signature:**  **Date:** January 7, 2026

**Name:** Tom Werner **Title:** President

<p><b>Recommended by Engineer</b></p> <p><small>DocuSigned by:</small></p> <p><b>By:</b> <u></u></p> <p><b>Name:</b> <u>Silas Parmar</u></p> <p><b>Title:</b> <u>Project Manager</u></p> <p><b>Date:</b> <u>1/7/2026</u></p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b> City of Pipestone	<b>Owner's Project No.:</b>	<b>Section 10, Item B.</b>
<b>Engineer:</b> Bolton & Menk, Inc.	<b>Engineer's Project No.:</b> 0T5.130514	
<b>Contractor:</b> Werner Bros Inc.	<b>Agency's Project No.:</b> SP A5901-56	
<b>Project:</b> AWOS Replacement		

**Application No.:** 2      **Application Period:** From 10/23/25 to 12/31/25      **Application Date:** 01/07/26

A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		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) (\$)				
<b>Original Contract</b>													
1	MOBILIZATION	1.00	LUMP SUM	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00		15,000.00	100%	-
2	COMMON EXCAVATION	40.00	CU YD	20.00	800.00	40.00	800.00	40.00	800.00		800.00	100%	-
3	GEOTEXTILE FABRIC	80.00	SQ YD	10.00	800.00	80.00	800.00	80.00	800.00		800.00	100%	-
4	2"-3" LANDSCAPING ROCK	20.00	CU YD	500.00	10,000.00	20.00	10,000.00	20.00	10,000.00		10,000.00	100%	-
5	REMOVE EXISTING AWOS EQUIPMENT AND FOUNDATIONS	1.00	LUMP SUM	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
6	TOWER FOUNDATION	1.00	LUMP SUM	9,000.00	9,000.00	1.00	9,000.00	1.00	9,000.00		9,000.00	100%	-
7	SENSOR FOUNDATIONS	1.00	LUMP SUM	15,000.00	15,000.00	1.00	15,000.00	1.00	15,000.00		15,000.00	100%	-
8	SENSOR PADS	1.00	LUMP SUM	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
9	CONNECT TO EXISTING ELECTRICAL SERVICE	1.00	LUMP SUM	30,000.00	30,000.00	1.00	30,000.00	1.00	30,000.00		30,000.00	100%	-
10	SILT FENCE, TYPE MS	250.00	LIN FT	7.00	1,750.00	250.00	1,750.00	250.00	1,750.00		1,750.00	100%	-
11	SITE RESTORATION	1.00	LUMP SUM	1,000.00	1,000.00	1.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
12	MATERIALS TESTING	1.00	LUMP SUM	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
13	REMOVE NON-DIRECTIONAL RADIO BEACON & ASSOCIATED	1.00	LUMP SUM	4,000.00	4,000.00	1.00	4,000.00	1.00	4,000.00		4,000.00	100%	-
<b>Original Contract Totals</b>					<b>\$ 92,850.00</b>		<b>\$ 92,850.00</b>		<b>\$ 92,850.00</b>	<b>\$ -</b>	<b>\$ 92,850.00</b>	<b>100%</b>	<b>\$ -</b>

CITY OF PIPESTONE  
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-6

**A RESOLUTION REGARDING AN APPLICATION FOR AUTHORIZATION FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE**

WHEREAS, Pipestone County Pheasants Forever, Pipestone, Minnesota, a non-profit organization, has requested a Lawful Gambling Exemption by written application dated January 8, 2026; and

WHEREAS, said organization intends to sponsor gambling activity at the Pipestone National Guard Armory, 421 2<sup>nd</sup> Ave SW, Pipestone, Minnesota.

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

1. The City of Pipestone does approve the Application for Exemption for special event of March 31, 2026, filed with the City and/or the Minnesota Charitable Gambling Board.
2. The City Clerk is directed to sign the City Approval for the Lawful Gambling Exemption application dated January 8, 2026, and to forward same, together with a copy of this resolution to the applicant who will then forward the information onto the Minnesota Charitable Gambling Control Board.

Adopted by the City Council of the City of Pipestone this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Dan Delaney  
Mayor

ATTEST:

\_\_\_\_\_  
Megan DeWitte  
City Clerk

CITY OF PIPESTONE  
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-7

**RESOLUTION ACCEPTING DONATION(S)**

WHEREAS, the City of Pipestone is generally authorized to accept donations of real and personal property with monetary value 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/or tangible items as set below to the City of Pipestone:

<u>Name of Donor(s)</u>	<u>Amount</u>	
• Pipestone United Way	\$500.00	Lights at the Lodge
• Pipestone United Way	\$2,000.00	Parks and Rec
• Pipestone United Way	\$2,500.00	Afterschool & Summertime Fun Program

WHEREAS, such donations have been contributed to assist the city as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations and/or gifts offered.

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

1. The donations and/or gifts 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/gifts.

Passed and adopted by the City Council of the City of Pipestone this 20<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Dan Delaney  
Mayor

ATTEST:

\_\_\_\_\_  
Megan DeWitte  
City Clerk

CITY OF PIPESTONE  
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-8

**RESOLUTION ORDERING THE ABATEMENT OF A HAZARDOUS PROPERTY AND BUILDINGS AND PUBLIC NUISANCES LOCATED AT 601 3<sup>rd</sup> AVENUE NE**

**WHEREAS**, the property located at 601 3<sup>rd</sup> Avenue NE in the City of Pipestone (“City”) and legally described on the Exhibit A attached hereto, Pipestone County PID 18.112.2200 (“Property”), contains a residential dwelling (“Dwelling”) and an accessory structure (collectively, the “Buildings”); and

**WHEREAS**, the Property is located in the City’s Urban Residential (R-2) Zoning District; and

**WHEREAS**, according to property records obtained by the City, the Property is owned by Kevin E. Kellen (“Owner”); and

**WHEREAS**, the Dwelling and Buildings are inadequately maintained, collapsing and dilapidated and abandoned, and the Property contains unlicensed and presumably inoperable recreational vehicles and motor vehicles, a boat and lawn mowers, tractors and other nuisances; and

**WHEREAS**, an inspection of the Property revealed that the Buildings are collapsing and in an extreme state of disrepair and revealed the following hazardous conditions:

- The storage of numerous unlicensed and presumably inoperable motor vehicles and a recreational vehicle that are in an extreme state of disrepair;
- The storage of a boat and lawn tractor in a state of disrepair; and
- Weeds, grass and rank vegetation significantly greater than six inches in height.

**WHEREAS**, the Property and the Buildings 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 Owner with regard removal of the hazardous and nuisance conditions on the Property; and

**WHEREAS**, despite communicating with the Owner and providing him the opportunity to repair or abate the hazardous conditions on the Property, the Owner has not taken sufficient steps to address the hazardous condition of the Buildings or the Property; and

**WHEREAS**, the City has exhausted its efforts attempting to accommodate the Owner and has significant concerns about the hazardous conditions of the Buildings 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 151.15 of the City Code requires that all exterior property and premises shall be “maintained in a clean, safe, and sanitary condition”; that all “sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions”; and that all “accessory structures, including detached garages, fences, and walls shall be maintained structurally sound and in good repair”; 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**, Section 92.05 of the City Code deems it a nuisance to park or store vehicles, materials, supplies, or equipment not customarily used for residential purposes on residentially-zoned property and requires that only properly licensed and operable motor vehicles, recreational vehicles, equipment, construction or landscaping materials or equipment currently being used on the property and properly stacked firewood may be stored on residential property and specifies that all other items must be stored within an enclosed structure; and

**WHEREAS**, to date, the Owner has failed to take any steps necessary to abate the hazardous and nuisance conditions of the Buildings and the Property and has 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 Buildings, 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 Buildings 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 Buildings also constitutes a public nuisance within the meaning of Minnesota Statutes, section 609.74 and Minnesota Rules, section 1300.0180 and violate Sections 92.05 the City Code.
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 Buildings and otherwise abate the hazardous conditions on the Property by either agreement with the Owner 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 20<sup>th</sup> day of January 2026.

---

Dan Delaney  
Mayor

ATTEST:

---

Megan DeWitte  
City Clerk

**EXHIBIT A**  
Legal Description of the Property

A tract of land commencing at a point 79.86 feet East of the Southeast Corner of Block Five (5), Bennett and Davies Addition to the City of Pipestone; thence East on a line parallel with 7<sup>th</sup> Street N.E. (formerly Fremont Avenue) Seventy (70) feet; thence North on a line parallel with 3<sup>rd</sup> Avenue N.E. (formerly Florence Street) One Hundred Fifty (150) feet; thence West parallel with said 7<sup>th</sup> Street N.E. Seventy (70) feet; thence South along the East line of said 3<sup>rd</sup> Avenue N.E. One Hundred Fifty (150) feet to the place of beginning, all in the NW ¼ of the NE ¼ of Section 12, Township 106, Range 46.

**EXHIBIT B**

**STATE OF MINNESOTA**  
**COUNTY OF PIPESTONE**

**DISTRICT COURT**  
**FIFTH JUDICIAL DISTRICT**

Case Type: Other Civil

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In In the Matter of the Hazardous and Nuisance  
Property and Building Located at  
601 3rd Avenue NE, Pipestone, Minnesota.

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**ORDER FOR ABATEMENT OF  
HAZARDOUS AND NUISANCE  
PROPERTY AND BUILDINGS**

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 601 3rd Avenue NE, 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”) and the accessory structure on the Property (collectively, the “Buildings”). As further detailed in this Abatement Order, such abatement shall occur by (1) removing the Buildings in their entirety and removing all remaining materials and personal property, (2) removal of unlicensed and inoperable motor vehicles and the recreational vehicle, (3) removal of the boat and lawn tractor and (4) maintenance or removal of the weeds, grass and rank vegetation greater than six inches in height.

The City, pursuant to Minnesota Statutes Sections 463.15 to 463.261, finds the Buildings 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 collapsing Buildings, the storage of vehicles and the failure to maintain vegetation on the Property and the overall condition of the Buildings and 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) removing the Buildings in their entirety and removing all remaining materials and personal property, (2) removal of unlicensed and inoperable motor vehicles and the recreational vehicle, (3) removal of the boat and lawn tractor and (4) maintenance or removal of the weeds, grass and rank vegetation greater than six inches in height.

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: January \_\_\_\_\_ 2026

**TOWN LAW CENTER PLLP**

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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

A tract of land commencing at a point 79.86 feet East of the Southeast Corner of Block Five (5), Bennett and Davies Addition to the City of Pipestone; thence East on a line parallel with 7th Street N.E. (formerly Fremont Avenue) Seventy (70) feet; thence North on a line parallel with 3rd Avenue N.E. (formerly Florence Street) One Hundred Fifty (150) feet; thence West parallel with said 7th Street N.E. Seventy (70) feet; thence South along the East line of said 3rd Avenue N.E. One Hundred Fifty (150) feet to the place of beginning, all in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 12, Township 106, Range 46.

RESOLUTION 2026-9

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION OF AUGUST 11, 2026 AND THE GENERAL ELECTION OF NOVEMBER 3, 2026**

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

The persons below named are hereby appointed judges for the Primary Election to be held in the City of Pipestone, Minnesota on Tuesday, August 11, 2026, and the General Election to be held in the City of Pipestone, Minnesota on Tuesday, November 3, 2026.

FIRST PRECINCT

Pat Weets	32 Elbon Drive	Pipestone, MN 56164
Harlan Nepp	218 4 <sup>th</sup> Ave SE	Pipestone, MN 56164
Jennifer Cronin	414 3 <sup>rd</sup> Ave SE	Pipestone, MN 56164
Annette Wiesbeck	725 5 <sup>th</sup> Ave SW	Pipestone, MN 56164
Dani Blom	350 Ridge Street S	Trosky, MN 56144
Kristy Henriksen	907 5 <sup>th</sup> Ave SE	Pipestone, MN 56164
Bob Buffington	611 5 <sup>th</sup> St SW	Pipestone, MN 56164
Gen Lustfield	611 6 <sup>th</sup> Ave SW	Pipestone, MN 56164
Jodie Jensen	606 2 <sup>nd</sup> St NW	Pipestone, MN 56164
Karen Boehm	319 5 <sup>th</sup> St SW	Pipestone, MN 56164
Stephanie LaBrune	1725 191 <sup>st</sup> St	Holland, MN 56139
Joann Weets	618 2 <sup>nd</sup> Ave NE	Pipestone, MN 56164

SECOND PRECINCT

Julie Bauer	514 2 <sup>nd</sup> Ave SW	Pipestone, MN 56164
Phyllis Jacobson	820 3 <sup>rd</sup> St SE	Pipestone, MN 56164
Lorna Beyers	1576 120th Ave	Holland, MN 56139
Roxie Mollema	321 3 <sup>rd</sup> Ave SE	Pipestone, MN 56164
Tom Steffes	521 5 <sup>th</sup> St SE	Pipestone, MN 56164
Marge Urlick	518 5 <sup>th</sup> St SW	Pipestone, MN 56164
Erica Volkir	521 5 <sup>th</sup> St SE	Pipestone, MN 56164
Elaine Mistfeldt	612 7 <sup>th</sup> St SE	Pipestone, MN 56164
Justin Schroyer	210 8 <sup>th</sup> Ave SW	Pipestone, MN 56164
Brenda Vandenberg	7 Elbon Drive	Pipestone, MN 56164
Steve Weets	618 2 <sup>nd</sup> Ave NE	Pipestone, MN 56164

In the event any of the abovenamed persons would be unable to serve, the City of Pipestone reserves the right to appoint additional properly trained judges to the needed precinct.

The hours of voting are to be from 7:00 a.m. to 8:00 p.m. The polling place shall be St. Leo's Catholic Church, 415 South Hiawatha, where all voters in the City of Pipestone shall cast their votes.

Adopted by the City Council of the City of Pipestone this 20<sup>th</sup> day of January 2026.

ATTEST:

\_\_\_\_\_  
Dan Delaney  
Mayor

\_\_\_\_\_  
Megan DeWitte  
City Clerk

**MEULEBROECK, TAUBERT & CO., PLLP**  
CERTIFIED PUBLIC ACCOUNTANTS

PO Box 685  
109 S Freeman Avenue  
Luverne, Minnesota 56156  
507 283-4055 Fax 507 283-4076  
[contactl@mtcocpa.com](mailto:contactl@mtcocpa.com)

PO Box 707  
216 East Main  
Pipestone, Minnesota 56164  
507 825-4288 Fax 507 825-4280  
[contactp@mtcocpa.com](mailto:contactp@mtcocpa.com)

Tyler, Minnesota 56178  
507 247-3939  
Lake Wilson, Minnesota 56151  
507 879-3538  
Marshall, Minnesota 56258  
507 337-0501

*PARTNERS*

Matthew A. Taubert, CPA  
David W. Friedrichsen, CPA  
Daryl J. Kanthak, CPA  
Blake R. Klinsing, CPA  
Amy L. Mollberg, CPA

*WITH THE FIRM*

Kirk W. Morgan, CPA

January 9, 2026

Stephanie LaBrune, City Administrator  
City of Pipestone  
119 2<sup>nd</sup> Avenue SW  
Pipestone, MN 56164

Dear Mayor and City Council,

Enclosed you will find an engagement letter for providing auditing services for the City of Pipestone, Pipestone, MN. Please review and return to our office in the enclosed envelope. A copy is provided for your records.

If you have any questions, please feel free to contact our office.

Sincerely,



Meulebroeck, Taubert & Co., PLLP  
Certified Public Accountants

MTC:cmt

Enclosures

**MEULEBROECK, TAUBERT & CO., PLLP**  
**CERTIFIED PUBLIC ACCOUNTANTS**

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*WITH THE FIRM*  
Kirk W. Morgan, CPA

January 9, 2026

Mayor and Council Members  
City of Pipestone  
119 2<sup>nd</sup> Ave SW  
Pipestone, Minnesota 56164

Dear Mayor and Council Members:

We are pleased to confirm our understanding of the services we are to provide City of Pipestone, Pipestone, Minnesota for the year ended December 31, 2025.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the remaining fund information including the related notes to the financial statements which collectively comprise the basic financial statements of City of Pipestone, Pipestone, Minnesota as of and for the year ended December 31, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Pipestone, Pipestone, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Pipestone, Pipestone, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies City of Pipestone, Pipestone, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of Proportionate Share of Net Pension Liability.
2. Schedule of Employer's Contribution.
3. Notes to Required Supplementary Information Other Than MD&A
4. Combining and Individual Fund Financial Statements and Schedules
5. Schedule of Expenditures of Federal Awards
6. Capital Assets used in operations of Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in

accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

**Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding

sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

**Audit Procedures-Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance

**Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Pipestone, Pipestone, Minnesota’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of City of Pipestone, Pipestone, Minnesota’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Pipestone, Pipestone, Minnesota’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

To protect the confidentiality and integrity of our communications, neither party shall record (whether by audio, video, transcription, or artificial intelligence tools) any meeting, conference call, or virtual discussion without the explicit prior consent of all participants. This includes the use of AI-powered notetaking or transcription applications (e.g., Otter.ai, Fireflies.ai, Fathom, Microsoft Copilot), by either party. Additionally, verbal discussions during such meetings are intended to be context-specific and exploratory in nature. They do not constitute formal advice or guidance unless confirmed in writing through subsequent documentation or correspondence.

**Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in

which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document

that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

**Other Services**

We will also assist in preparing the schedule of expenditures of federal awards of City of Pipestone, Pipestone, Minnesota in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and

such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, the schedule of expenditures of federal awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Meulebroeck, Taubert & Co., PLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Auditor's Office, State of Minnesota or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Meulebroeck, Taubert, & Co., PLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor's Office, State

of Minnesota. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 15th and to issue our reports no later than August of the year following the year under audit. Matt Taubert and Blake Klinsing are the engagement partners and are responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In absence of any other written communication from us such additional services, our services will continue to be governed by the terms of this engagement letter.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Council Members of the City of Pipestone, Pipestone, Minnesota. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

City of Pipestone  
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We appreciate the opportunity to be of service to the City of Pipestone and believe this letter accurately summarizes the significant terms to our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Meulebroeck, Taubert & Co., PLLP  
Certified Public Accountants  
Pipestone, Minnesota

Response:

This letter correctly sets forth the understanding of the City of Pipestone, Pipestone, Minnesota.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

