



City Council Regular Meeting Agenda

September 15, 2025 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 2 2025 Special Meeting Minutes
- [B.](#) September 2 2025 Special Work Session Meeting Minutes
- [C.](#) September 2 2025 Regular Meeting Minutes

6. Community Concerns (Maximum 3 Minutes Per Person)

7. Public Hearings, Petitions, and Bid Openings

8. Presentation

- [A.](#) Brave Heart Society Presentation on the Magellan Pipeline Proposal
- [B.](#) Minnesota Indian Affairs Council Presentation on the Magellan Pipeline Proposal

9. Legal

10. Engineering

11. **Financial

- [A.](#) Payment of Claims-Listing of Bills
- [B.](#) August 2025 Financial Report

12. Old Business

- [A.](#) Discuss Petition for Detachment of City Property to Gray Township

13. New Business

- A.** Request for Council Action - Chamber of Commerce
- B.** Request for Council Action - Pipestone Area Elementary Boosters
- C.** Resolution 2025-57: A Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessment
- D.** Resolution 2025-58: Resolution Accepting Donation(s)
- E.** Resolution 2025-59: A Resolution Authorizing Application for Grant Navigation Support for the City
- F.** Resolution 2025-60: Resolution Approving Airport Maintenance and Operations Grant Agreement with the Minnesota Department of Transportation
- G.** Consider Position Title Change and Appointment of Duties
- H.** Fire Prevention Week Proclamation

14. Closing Comments

15. Executive/Closed Session

- A.** Conduct a closed session pursuant to Minn. Stat. § 13D.05, subd. 3(a) to evaluate the performance of Deb Nelson

16. Adjournment

Pipestone, Minnesota
September 2, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 12:00 noon on the 2nd day of September 2025. Mayor Dan Delaney called the special meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Danielle Thompson, Scott Swanson and Verdeen Colbeck. Absent: None. Others present: Kyle Kuphal, Ted Stout, Joan Stout, Teri Petersen, Theresa Draper, Tami Taubert, Harlan Nepp, Jim Morgan, Tim Haubrich, Recreation Director Robert Petersen, Cable Access Coordinator Steve Moffitt, and City Administrator Deb Nelson.

Mayor Delaney stated the purpose of the special meeting was to conduct the annual performance review for Robert Petersen. Delaney shared that it is the employee's decision to have their evaluation during an open or closed session and Petersen elected to have his in an open session.

Delaney then shared there are six questions for the employee to answer and began the review process.

1. What accomplishments are you most proud of with Petersen responding:
 - When he was promoted to Recreation Director in 2016 he brought the Recreation Fund Balance from just a little over \$3,000 to over \$800,000;
 - Has added new programs to the Recreation Department and Aquatic Facility;
 - Has a great team; and
 - Added the addition of the soccer field.
2. In which areas would you like to improve and what is your plan to make those improvements?
 - Always constantly tweaking what works in the past or what can work better;
 - Work on relationships;
 - Can improve on anything and everything;
 - Be conscious of needs.
3. What are your goals for the department in the next year?
 - Improve sand play area at the Aquatic Facility;
 - Maintain staff we have – always looking for more staff;
 - Discussing the addition of a splash pad;
 - Early stages of a new Rec Center;
 - Maintain what we have now.
4. What can the City Council and staff do to support you?
 - Have worked 33 years, eight of those years as the Recreation Director and feels that we should tap into employees why;
 - When an employee feels optimistic, they feel empowered;
 - Have confidence in employees and their abilities;
 - Notice employee strengths and keep communications open;

- Allow employees to be the best they can be and trust you have hired the best.
5. On a scale of 1 to 10, how would you rate your performance?
 - Nobody's perfect and but I would rate myself at an 8.5 – there is always room for improvement. I would practice patience.
 6. How have you worked to improve the City's relationship and communications with the City's residents?
 - I have a great Recreation Board;
 - I get out and get to the people in the community;
 - I reach out and talk to the public and make them feel comfortable;
 - I have a good working relationship with other departments.

Tim Haubrich with Pepsi stated he enjoys donating to the Twins trip as Robert visits with Tim and explains where the funds are going and how the trips go.

Jim Morgan stated that his son has worked for Robert and when his son comes home from college that his son always looks Robert up.

Theresa Draper shared that she works part-time for Robert and he is always making sure she has the equipment she needs to conduct her fitness classes. She also shared that her daughters worked for Robert and they value his opinion.

Tammy Taubert stated that her daughters played softball under Robert and one worked as a lifeguard. She said you don't find too many people that are out doing what Robert does and that he leads by example.

Councilmember Smidt stated Robert runs the Rec Center with his heart and he is impressed with the improvements that Robert has made at the Rec Center.

Councilmember Swanson stated he mirrors what Councilmember Smidt said and that Robert is a true inspiration to the kids of Pipestone.

Councilmember Thompson stated that Robert consistently brings new ideas before the Park & Recreation Board, has great staff at the Rec Center and the Rec Center is a great asset to the community.

Councilmember Colbeck stated Robert is a great communicator to the residents and is amazing with money.

Mayor Delaney stated that Robert is doing great in his position; is a very good person; the residents expect perfection and Robert does the best he can.

Motion was made by Delaney, seconded by Smidt and unanimously carried to give Robert Petersen a satisfactory evaluation.

ADJOURNMENT

Motion was made by Colbeck, seconded by Thompson and unanimously carried to adjourn the meeting at 12:40 p.m.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

Pipestone, Minnesota
September 2, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 5:30 p.m. on the 2nd day of September 2025. Mayor Dan Delaney called the special meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Danielle Thompson, Scott Swanson and Verdeen Colbeck. Absent: None. Others present: Kyle Kuphal, Assistant City Administrator/Clerk Stephanie LaBrune, Cable Access Coordinator Steve Moffitt, and City Administrator Deb Nelson.

Mayor Delaney stated the purpose of the special meeting is to hold a work session to discuss the proposed 2026 budget and levy.

Delaney then turned it over to Administrator Nelson. Nelson started off by saying that the initial preliminary levy increase is 11% or \$366,545. She then shared that the proposed budget includes a 10% increase for health insurance, a 5% cost of living adjustment (COLA), \$50,000 for blighted city property, a \$100,000 transfer to the water fund from the general fund, and a \$50,000 transfer to the recreation fund from the liquor store funds to start a new recreation/city building fund. She also added that there is a deficit in the cemetery fund due to not selling lots.

Delaney then asked about the airport fund deficit. Nelson responded that the excess is needed for the hangar project and added that the budget does not include any funds needed for the fuel tank project. Delaney then asked why there was only \$96 in excess revenues shown in the municipal building fund. Nelson stated that there was a renter than moved out and another moved back in.

The council then held a discussion on the general fund and the impact the Sheriff's contract has on the general levy. Delaney shared that a \$240,000 decrease could result if the County would remove the dispatch costs from the city's contract. Smidt stated that the reduction could lower the city's proposed levy by 8%.

Discussion was then held on the COLA. Smidt asked what the social security COLA was. Nelson stated that she thought it was around 2.7%. Nelson said that she was working on refiguring the COLA and said the levy would drop by reducing the COLA from 5% to 2.7%. Smidt shared there could be a 1% to 1.5% reduction in the levy if the COLA was reduced.

Swanson asked if there was anything that could be pushed back in the capital outlay sheets? Nelson said there could be somethings pushed back such as the pumper truck.

Delaney then asked about the airport fund stating, what will happened to the \$180,000 in the reserves if the full \$400,000 is borrowed. Nelson said the money would stay in the airport fund.

Smidt then stated that if there is a chance the Sheriff's contract could be negotiated, that would reduce the budget quite a bit and suggested that he would like to hold off on removing a lot of these things because they are not bad ideas.

Discussion was also held on the Carnegie Library. Nelson shared that the money saved for the last three years was mostly used to pay LHB. Delaney stated that the Carnegie Library building will keep costing the city if a decision cannot be made on what to do with it.

The council also inquired about other city’s preliminary levies and Nelson stated that she would reach out to them tomorrow.

Lastly, Delaney stated that the city was fortunate last year to not have an increase in insurance costs and said the city will also be saving money this year by contracting with a company to provide building official services.

ADJOURNMENT

Motion was made by Colbeck, seconded by Smidt and unanimously carried to adjourn the meeting at 6:08 p.m.

Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
Assistant City Administrator - Clerk

Pipestone, Minnesota
September 2, 2025

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 2nd day of September, 2025. 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: Kyle Kuphal, City Engineer Travis Winter via Zoom, City Attorney Jason Hill via Zoom, Cable Access Coordinator Steve Moffitt, Assistant City Administrator-Clerk Stephanie LaBrune, and City Administrator Deb Nelson.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA – ADDITIONS, CHANGES OR DELETIONS

Motion was made by Smidt, seconded by Colbeck and unanimously carried to approve the agenda with as presented.

CONSENT AGENDA

Mayor Delaney stated the consent agenda contains the August 18, 2025 Regular Meeting Minutes, and Payment of Claims-Listing of Bills and asked if there was any discussion regarding these items.

Motion was made by Swanson, seconded by Thompson and unanimously carried to approve the consent agenda which consisted of the August 18, 2025 Regular Meeting Minutes, and Payment of Claims-Listing of Bills in the amount of \$601,875.49 for warrants #075629 to #075748.

COMMUNITY CONCERNS

None.

LEGAL

Consideration of Ordinance No. 168, Fourth Series

Mayor Delaney stated Ordinance No. 168, Fourth Series was developed by the city's Planning Commission and introduced at the August 18th council meeting. He then said it is now ready for council consideration.

Motion was made by Smidt, seconded by Swanson to approve the adoption of Ordinance No. 168 Fourth Series: An Ordinance of the City of Pipestone repealing and replacing section 153.32 of the Pipestone City Code with regard to signs. A roll call vote was then taken. Ayes: Swanson, Smidt, Thompson, Colbeck, and Delaney. Nays: None. Motion carried 5-0.

NEW BUSINESS

Resolution 2025-53

Mayor Delaney stated Resolution 2025-53 is a resolution authorizing the City Administrator and Mayor to execute a grant agreement from the Minnesota Department of Transportation in regards to the 2026 80 x 80 hangar project at the city's airport. He said for this particular project, the city

will be receiving grant funds from both Federal and State funding sources. The funds provided with this State grant agreement will be in an amount not to exceed \$6,618.13.

Motion was made by Colbeck, seconded by Thompson and unanimously carried to approve Resolution 2025-53: A resolution for authorization to execute Minnesota Department of Transportation grant agreement for airport improvement excluding land acquisition.

Resolution 2025-54

Mayor Delaney stated this again is another resolution authorizing the City Administrator and Mayor to execute a grant agreement from the Minnesota Department of Transportation in regards to the 2026 80 x 80 hangar project at the city's airport. The funds provided with this State grant agreement will be in an amount not to exceed \$14,105.26.

Motion was made by Smidt, seconded by Thompson and unanimously carried to approve Resolution 2025-54: A resolution for authorization to execute Minnesota Department of Transportation grant agreement for airport improvement excluding land acquisition.

Resolution 2025-55

Delaney said this resolution if approved will allow the city to publish a summary publication of Ordinance No 168, Fourth Series, which was approved earlier, in the legal newspaper. Delaney shared due to the size of the ordinance; it would not be economical to have it published in the paper. Therefore, a summary will be published letting the public know that an ordinance was passed and is available at city hall for inspection.

Motion was made by Thompson, seconded by Colbeck, and unanimously carried to approve Resolution 2025-51: Resolution Accepting Donations.

Resolution 2025-56

Delaney stated on August 13th, the Planning Commission held a public hearing on the application for a conditional use permit (CUP) by Zachary Wiese who was requesting to construct a second accessory structure on his property at 311 7th Avenue SE. The Planning Commission is recommending that the council approve the CUP with the conditions as stated in the resolution. Delaney then said one of the conditions was that Wiese remove an existing structure prior to adding another.

Motion was made by Swanson, seconded by Thompson, and unanimously carried to approve Resolution 2025-56: Resolution granting a conditional use permit for the placement of an accessory structure at 311 7th Avenue SE in the City of Pipestone.

Accept Employee Resignation

Delaney shared the resignation of Building and Zoning Administrator, Solomon Derby. He stated his last day with the city was August 29, 2025 and said the council will need to accept his resignation effective August 29, 2025. Delaney added that he thought Solomon did a nice job while he was here and said he is sad to see him leave.

Motion was made by Colbeck, seconded by Smidt and unanimously carried to accept the resignation of Solomon Derby effective August 29, 2025.

Accept Termination of Temporary Building Department Services Agreement

Delaney stated with the resignation of the city's building official, the City of New Ulm has also provided the city with a notice of termination in regards to the agreement the city had in place with New Ulm to provide temporary building official services. The termination will be effective September 7, 2025 and the council will need to accept the termination agreement.

Motion was made by Swanson, seconded by Thompson, and unanimously carried to accept the termination of the Temporary Building Department Services Agreement between the City of Pipestone and the City of New Ulm.

Consider SAFEbuilt Building Department Services Proposal

Delaney stated, as a result of the resignation of the city's building official and termination of the contracted building official agreement with New Ulm, the city will need to designate a licensed building official to stay compliant with State regulations. He shared on August 28th, the city's personnel committee met to discuss potential options and hear a presentation from SAFEbuilt. SAFEbuilt is a company who can provide virtual building official services within the city of Pipestone. This alternative may also provide a cost savings to the city. He said the full proposal is in the council packets.

Discussion was then held by the council. Delaney said that he thinks it is a good idea to try it, and said there could be some potential cost savings. Smidt asked if the contractors were in favor? Delaney said there has not been any conversation with our contractors but said other communities who use SAFEbuilt like it. Smidt said it may be worth a try. Thompson said the city could try it for one year and explore other avenues if there is something we do not like. Delaney also added that the city will be getting \$49,000 in software free along with them waiving the user fees. Swanson said the turn around for plan reviews is also faster than what we are used to. Attorney Hill stated that he made a few changes to the agreement and is ok with it. He said he has worked with SAFEbuilt and even though their liability cap is much higher than he would like he feels comfortable having the city sign the agreement.

Motion was made by Smidt, seconded by Swanson, and unanimously carried to sign the SAFEbuilt building official services agreement as presented.

Schedule Public Hearing for Proposed Assessments of Unpaid Municipal Services & Utilities

Delaney shared city staff is recommending the council schedule a public hearing on Monday, October 20th at approximately 6:30 p.m. in the council chambers at city hall concerning the proposed assessment of unpaid municipal services and utilities.

Motion was made by Thompson, seconded by Colbeck, and unanimously carried to schedule a public hearing on Monday, October 20th at approximately 6:30 p.m. in the council chambers at city hall for the proposed assessment of unpaid municipal services and utilities.

Approve Stormwater Maintenance Agreement

Delaney shared a Stormwater Maintenance Agreement between the City and Carolyn M. Rasmussen, Chandler Feed Company, and K-Line Properties, LLC. He said the agreement clarifies each of the parties' responsibilities regarding the maintenance of stormwater improvements upon property owned by each of the parties which is located in the area near Chandler Feed. Delaney then said the council will need to approve the Stormwater Maintenance Agreement with the condition that document includes all signatures and full legal descriptions of the properties prior to being recorded with the County Recorder's office.

Motion was made by Smidt, seconded by Colbeck and carried unanimously to approve the Stormwater Maintenance Agreement between the City and Carolyn M. Rasmussen, Chandler Feed Company, and K-Line Properties, LLC. with the condition that document includes all signatures and full legal descriptions of the properties prior to being recorded with the County Recorder's office.

CLOSING COMMENTS

Colbeck – Mentioned there is car show on September 4th with a burger feed where proceeds will go to the Veteran's Memorial.

Delaney – Announced to the public that concrete will be poured tomorrow on the 2nd St. project. He said the street may be closed for 7 days to cure and shared that the work is warranty work that is being done. He then shared that there was a department head review done today by the council and said the rest of the reviews need to be scheduled. He suggested doing Nelson's at the next council meeting.

ADJOURNMENT

Motion was made by Swanson, seconded by Thompson, and carried unanimously to adjourn the meeting at 6:56 p.m.

Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
Assistant City Administrator - Clerk

Sacred Sites, Shared Waters, Common Future

THIS IS OUR TREATY HOMELAND - YOUR SUPPORT UPHOLDS THE LAW

Under the 1858 Yankton Sioux Treaty, we retain constitutional rights to our sacred pipestone quarries. This isn't ancient history - it's active federal law that protects both our spiritual practices and the landscape that sustains all who live here. When you support our treaty rights, you strengthen democracy for everyone. Corporations trying to bypass tribal consultation are weakening the rule of law that protects all communities.

WHEN OUR SACRED STONE DIES, YOUR WATER DIES TOO

Catlinite exists nowhere else on Earth with ceremonial quality. Its porous structure means that oil contamination is permanent - no technology can restore the sacred stone once it has been poisoned. But this watershed connects us all. The same groundwater that flows through our sacred quarries fills your wells. Pipeline spills happen every 2-3 years. When our ceremonies end forever, your children lose clean water forever.

ONE WATERSHED, ONE DESTINY

Our ancestors understood what science now proves - water connects all life. The streams flowing from our sacred sites feed every well, every farm, every family downstream. Agricultural communities know that contamination anywhere becomes contamination everywhere. The proposed pipeline route crosses within 1/4 mile of Pipestone's municipal water supply. Our sacred waters and your drinking water are the same.

WITNESSING THE FIFTH WAVE OF DESTRUCTION

Our elders recall a time when this landscape supported thousands of species within the great web of relationships. Since 1850, we've witnessed four waves of systematic destruction:

- **Predator elimination** broke the natural balance
- **Buffalo extermination** destroyed ecosystem engineering
- **Final habitat fragmentation** severed migration corridors
- **Prairie conversion** eliminated 99% of the original habitat

Result: 90% of all species lost in 150 years. Today's surviving relatives – the Dakota Skipper butterfly, prairie orchids, and clean-water fish - carry the genetic memory for restoration. This pipeline represents the fifth wave that would complete the destruction our ancestors witnessed.

WIZIPAN WAKAN - SACRED BUNDLE OF LIFE

We refer to this landscape as Wizipan Wakan—a sacred bundle where spiritual and ecological relationships form a single, living system. This understanding offers hope for everyone. When

we protect sacred sites, we protect the water, soil, air, and wildlife that sustain all communities. Our ceremonial relationship with this land has kept it healthy for thousands of years.

RESTORATION BUILDS COMMUNITY WEALTH

Our traditional knowledge combined with community investment in restoration creates lasting prosperity:

- **Stream buffers protect every family's water and property**
- **Prairie restoration generates carbon credits and sustainable jobs**
- **Hunting and fishing tourism supports local businesses**
- **Clean air and water reduce healthcare costs for everyone**
- **Cultural tourism celebrates our shared heritage**

Healthy ecosystems mean healthy communities. The same restoration that honors our sacred relationships benefits the long-term prosperity of every family.

STANDING TOGETHER FOR FUTURE GENERATIONS

We're not asking you to choose between economic development and environmental protection. We're offering a different vision - one where respecting indigenous rights leads to community prosperity, where protecting sacred sites protects everyone's water, and where traditional ecological knowledge guides sustainable development.

Our ancestors signed treaties believing in a shared future. Our children deserve that promise fulfilled.

Indigenous communities worldwide face similar threats from extractive industries. Supporting our treaty rights sets a precedent for indigenous sovereignty everywhere. Climate change demands we listen to traditional ecological knowledge and protect the landscapes that sustain life.

The sacred sites we've protected for millennia hold keys to restoration that benefits everyone.

Mitakuye Oyasin – For all my relations

MEMORANDUM

To: City of Pipestone City Council
Deb Nelson, City Administrator

From: Jason M. Hill, City Attorney

Date: June 12, 2025

Re: Detachment of City Property

The City has learned of a potential petition to detach property from the City into Gray Township. This memorandum is intended to provide a summary of the detachment process and the City's role in the process. The specifics of the detachment will be addressed upon the filing of a final draft of the petition.

Detachment Initiation

Detachment of city property is regulated by Minnesota Statutes, section 414.06. The process is initiated as follows:

- Submission of a city resolution requesting the detachment of property from the city to the chief administrative law judge of the Municipal Boundary Adjustments Unit ("MBAU"); or
- Submission of a petition of all of the property owners of the land to be detached, if the area is less than 40 acres or of 75% of the property owners if over 40 acres.

The property must be rural in character and not developed for urban residential, commercial or industrial use. The petition or resolution must include (1) the boundaries and the area of the land to be detached, (2) the number and character of the buildings, (3) the resident population, (4) the city improvements, if any, in the area and (5) a statement of the reasons the petitioners or the city is seeking the detachment. The city or petitioner must also summarize what efforts, if any, were taken to resolve the issues forming the basis for the resolution or petition.

For petitions, the petitioner must also provide notice to the applicable city and township.

Review by the City and the Township

Upon receiving notice, the township in which the property would be attached may submit to the MBAU a resolution stating that the township board supports, opposes or is neutral to the petition. If the township fails to submit a resolution, it will be deemed as being neutral to the petition. If the township submits a resolution of support which is opposed by the city from which the land would be detached, or a resolution in opposition to the petition that is supported by the city, the township becomes a party to the hearing that will then be required.

A city can also submit a resolution supporting, opposing or being neutral to the petition.

Hearing Requirements

A hearing before an administrative law judge may be required upon the filing of a petition or a city resolution. There is no hearing required if –

- a city resolution supporting the detachment and a petition of all of the property owners are submitted, and there is no opposition from the township. In this circumstance, the administrative law judge orders the detachment.
- both the city and the township submit resolutions opposing the petition. In this circumstance, the administrative law judge must deny the petition for detachment.

Under any other circumstances, the administrative law judge shall set a hearing date. The hearing is held before the administrative law judge in accordance with the uniform rules of procedure established for the Office of Administrative Hearings. Generally, the hearing includes taking testimony, the presentation of exhibits/documents and potentially opening and closing arguments. The judge is also required to order the parties to participate in a mediation session.

Upon the completion of the hearing, the judge may order the detachment if they find –

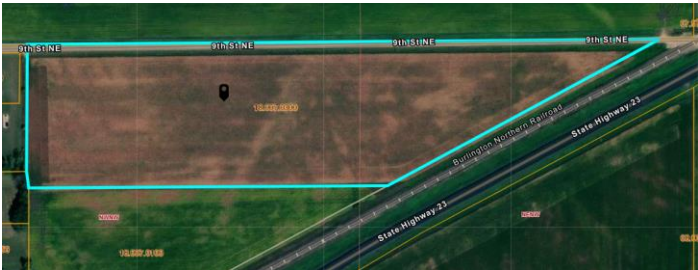
- the required number of property owners have signed the petition, if initiated by the property owners;
- the property is rural in character and not developed for urban residential, commercial or industrial purposes;
- the property is within the boundaries of the city and abuts a boundary;
- the detachment would not unreasonably affect the symmetry of the detaching city; and
- the land is not needed for reasonably anticipated future development.

In making the findings, the judge must consider all the city, township and county comprehensive plans, land use regulations, and land use maps. The judge may deny the detachment if they find that the remainder of the city cannot continue to carry on the functions of government without undue hardship. The judge also has the authority to decrease the area of property to be detached and may include only a part of the proposed area to be detached.

Proposed Petition

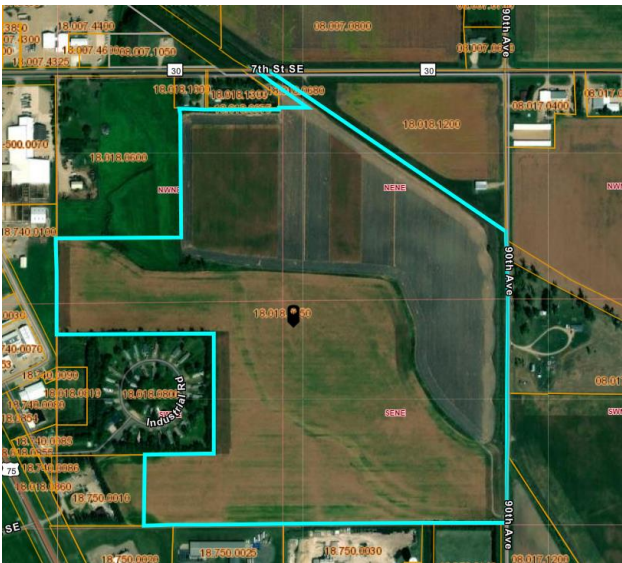
The proposed detachment includes two parcels on the eastern edge of the City owned by Thomas and David Nelson, including:

PID 18.007.0300



and

PID 18.018.0650



1250 Wayzata Blvd E, Unit #1065, Wayzata, MN 55391

As is indicated above, a petition has not been filed with the MBAU, but the properties should be reviewed within the scope of the statutory requirements for detachment (rural character, not developed for urban residential, commercial or industrial purposes, not needed for reasonably anticipated future development). There are also floodplain regulations that may impact the ability of the properties to be developed.

JMH

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

OAH Docket No.:

IN THE MATTER OF THE PETITION FOR
DETACHMENT OF CERTAIN LAND FROM
THE CITY OF PIPESTONE, MINNESOTA,
PURSUANT TO MINNESOTA STATUTES § 414.06

PETITION

TO: The Office of Administrative Hearings, Municipal Boundary Adjustment Unit, P. O. Box
64620, St. Paul, MN 55164-0620.

PETITIONERS, FOR THEIR PETITION, STATE AND ALLEGE AS FOLLOWS:

1. Petitioners are Thomas J. Nelson, David R. Nelson, and David L. Meulebroeck and Karen Meulebroeck, as Trustees of the David L. Meulebroeck and Karen Meulbebroeck Living Trust (hereafter "Meulebroeck").

2. Petitioner, Thomas J. Nelson, resides at 975 State Hwy. 30, Pipestone, Minnesota, 56164.

3. Petitioner, David R. Nelson, resides at 1018 130th Avenue, Pipestone, Minnesota, 56164.

4. Petitioners, Meulebroeck, reside at 605 11th Street SW, Pipestone, MN 56164.

5. Respondent is the City of Pipestone. The City of Pipestone has a postal mailing address of the 119 2nd Avenue SW, Suite 9, Pipestone, MN 56164.

6. The real property that is the subject of this Petition is legally described as:

The Northeast Quarter (NE¼) of Section Eighteen (18), Township One Hundred Six (106) North, Range Forty-five (45) West of the 5th P.M., County of Pipestone, State of Minnesota, EXCEPT

A tract commencing at the North quarter corner of said section; thence Easterly on the North line of said section for 900.42 feet which point is

the true point of beginning; thence deflecting 90 degrees 00 minutes Southerly for 224.50 feet; thence deflecting 90 degrees 00 minutes Easterly for 417.05 feet to the West line of right of way for 384.60 feet to the North line of said section; thence westerly on North line of said section for 105.30 feet to the true point of beginning;

And further excepting the South 1,150 feet of the West 910 feet of said quarter section;

And also excepting a tract of land in the Northeast Quarter (NE $\frac{1}{4}$), described as follows: Commencing at the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence easterly on the north line of said Section for 700.42 feet, which point is the true point of beginning; thence south on a line parallel to the east line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 224.5 feet; thence east on a line parallel with the north line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 130 feet; thence north on a line parallel to the east line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 224.5 feet; thence westerly along the north line of said Northeast Quarter (NE $\frac{1}{4}$) for a distance of 130 feet to the point of beginning;

And also excepting that part of the Northwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), described as follows: beginning at the North Quarter corner of said Section 18; thence on an assumed bearing of North 89 degrees 22 minutes 51 seconds East along the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said section a distance of 700.42 feet; thence South 00 degrees 16 minutes 34 seconds East, parallel with the east line of said Northeast Quarter (NE $\frac{1}{4}$), a distance of 224.50 feet; thence North 89 degrees 22 minutes 51 seconds East, parallel with the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said section, a distance of 34.12 feet; thence South 00 degrees 14 minutes 30 seconds East a distance of 723.46 feet; thence South 89 degrees 22 minutes 51 seconds West; parallel with the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said section, a distance of 738.67 feet to the north-south Quarter line of said section; thence North 00 degrees 00 minutes 00 seconds East, along said north-south quarter line, a distance of 948.00 feet to the point of beginning, containing 15.86 acres.

7. That part of the property to be detached owned by Petitioner Meulebroeck consists of approximately 11.31 acres.
8. That part of the property to be detached owned by Petitioners Thomas J. Nelson and David R. Nelson consists of approximately 105.74 acres.
9. The real property to be detached is located in the City of Pipestone, County

County of Pipestone, State of Minnesota. Attached hereto as Exhibits 1 through 3 are true and correct copies of a City of Pipestone boundary map and screenshots from Pipestone County GIS that fairly and accurately depict the boundary of the City of Pipestone and Gray Township and the location the of property to be attached, identified as parcels 18-018-0650 and 18-018-1200 in Exhibit 3.

10. Petitioners are the sole owners of tracts within the property proposed for detachment.

11. The number of persons required to commence this proceeding pursuant to Minn. Stat. § 414.06(1) is three.

12. The real property to be detached is rural in character, used exclusively for agricultural purposes, not developed for urban residential, commercial or industrial purposes, not served by or connected to municipal utilities or improvements, has one building and has no resident population.

13. Petitioners are requesting detachment of the real property for the following reasons:

1) The annual property taxes assessed on the real property by the City of Pipestone equal approximately sixty-eight and six-tenths percent (68.6%) of the real estate taxes assessed on the property;

2) The real property is used solely for agricultural purposes and is being taxed in excess of the agricultural properties abutting and proximate to the real property not located in the City of Pipestone, creating a disparate treatment and impact of the real property solely because the property was annexed to the City of Pipestone and removed from Gray Township;

3) The real property is not benefitted or served by any municipal utility

or other public service provided by the City of Pipestone to the residents of the City of Pipestone;

4) The real property is bounded on the north by unincorporated, agricultural property in Gray Township, on the east by unincorporated agricultural property lying in Gray Township; on the South by Skyway Industrial Park Addition to the City of Pipestone, and on the East by unplatted property and the Second Subdivision of Section 18 of the City of Pipestone.

5) The real property is not needed for anticipated future development and the majority of the property cannot be used for future development because it lies within a floodplain; and

6) Detachment will not unreasonably affect the symmetry of the City of Pipestone.


14. The efforts taken prior to filing this petition to resolve the issues include: Inquiry was made of the City through City Administrator, Deb Nelson, about whether the City would agree to or oppose detachment, and the City Council discussed the issue of detachment on July 7, 2025, but took no action indicating that the City would consent or opposed detachment.

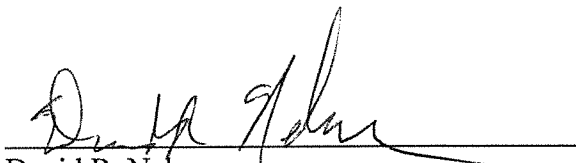
WHEREFORE, Petitioner respectfully requests an Order:

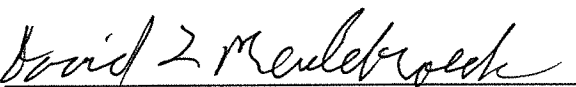
1. Detaching the real estate from the City of Pipestone and making the real estate part of the Township of Gray;
2. Apportioning costs as allowed by statute; and
3. For such additional and further relief that is just and equitable.

Date: August _____, 2025

PETITIONERS

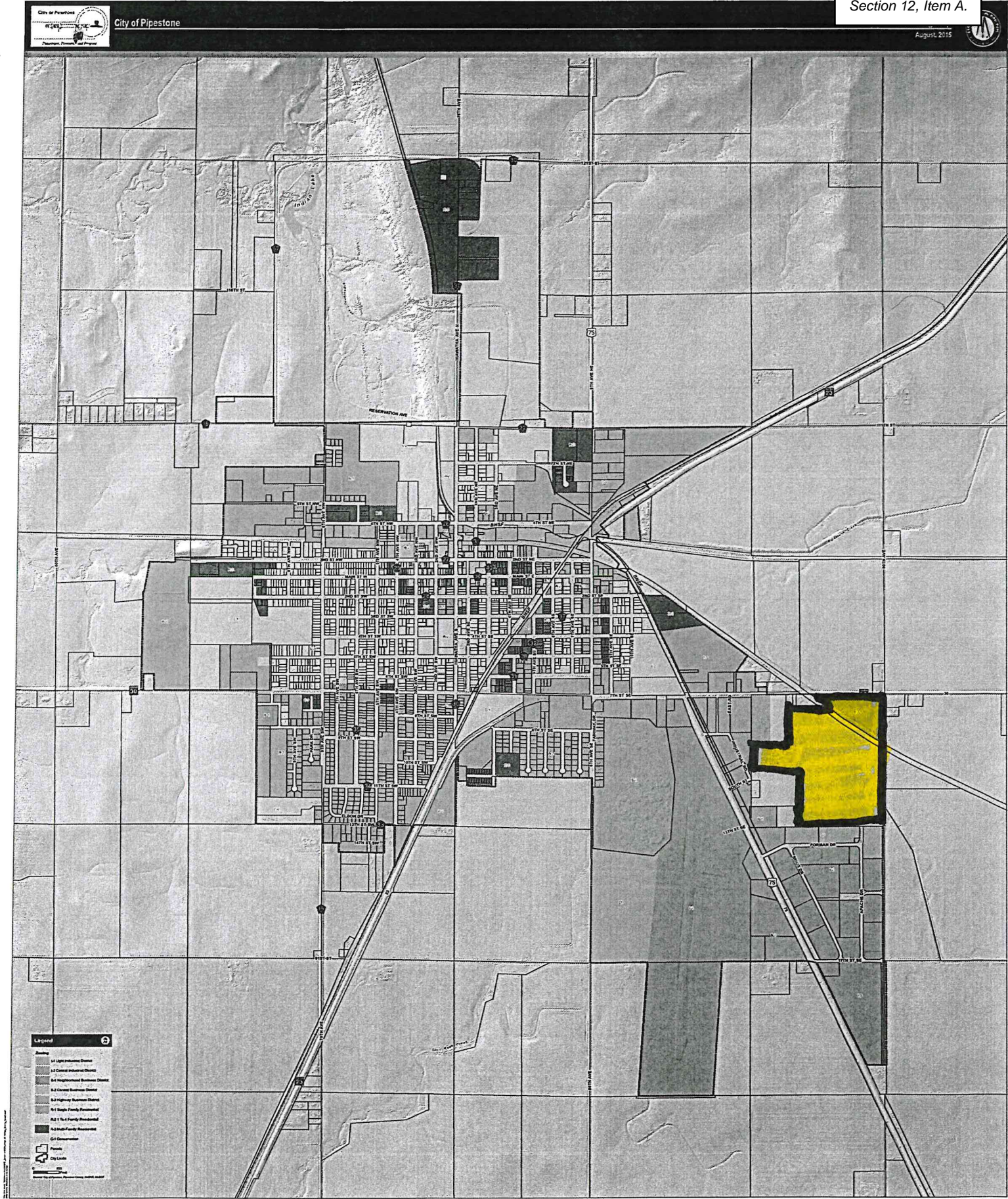

Thomas J. Nelson


David R. Nelson


David L. Meulebroeck, as Trustee of the
David L. Meulebroeck and Karen
Meulbebroeck Living Trust



City of Pipestone





0.2mi

-96.287 43.989 Degrees

EXHIBIT 2



... to access pro

Section 12, Item A.

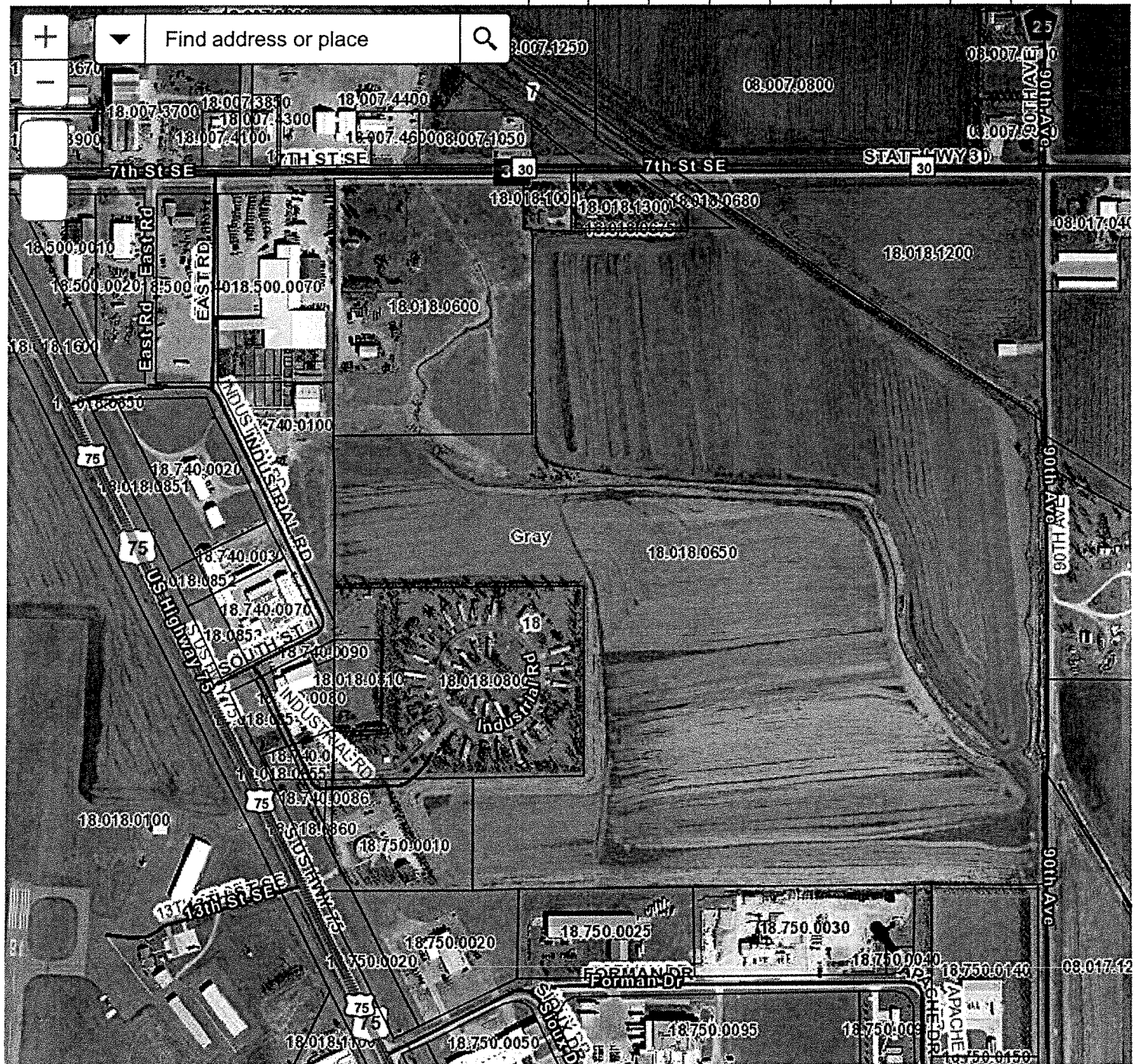


EXHIBIT 3

600ft

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STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

OAH Docket No.:

IN THE MATTER OF THE PETITION FOR
DETACHMENT OF CERTAIN LAND FROM
THE CITY OF PIPESTONE, MINNESOTA,
PURSUANT TO MINNESOTA STATUTES § 414.06

PETITION

TO: The Office of Administrative Hearings, Municipal Boundary Adjustment Unit, P. O. Box 64620, St. Paul, MN 55164-0620.

PETITIONER, FOR HIS PETITION, STATES AND ALLEGES AS FOLLOWS:

1. Petitioner is Thomas J. Nelson. Petitioner resides at 975 State Hwy. 30, Pipestone, Minnesota, 56164.
2. Respondent is the City of Pipestone. The City of Pipestone has a postal mailing address of the 119 2nd Avenue SW, Suite 9, Pipestone, MN 56164
3. The real property that is the subject of this Petition is legally described as:

The North 554 feet of that part of the Northwest Quarter (NW¼) of Section Seven (7), Township One Hundred Six (106) North, Range Forty-five (45) West of the 5th P.M., Pipestone County, Minnesota, lying northwesterly of the Burlington Railroad Company's (formerly Great Northern Railway Company) right-of-way, EXCEPT the West 660 feet thereof, containing 23.75 acres, more or less.
4. The real property consists of approximately 23.75 acres.
5. The real property is located in the City of Pipestone, County of Pipestone, State of Minnesota, and abuts the municipal boundary of the Township of Gray, County of Pipestone, State of Minnesota. Attached hereto as Exhibits 1 through 5 are true and correct copies of a City of Pipestone boundary map and screenshots from Pipestone County GIS that fairly and accurately depict the municipal boundaries of the City of Pipestone and Gray Township and the location the of property to be attached, as shown in Exhibits 2 through 5 as Parcel No. 18-007-

033.

6. Petitioner is the sole owner of the area proposed for detachment.

7. The number of persons required to commence this proceeding pursuant to Minn. Stat. § 414.06(1) is one.

8. The real property is rural in character, used exclusively for agricultural purposes, not developed for urban residential, commercial or industrial purposes, not served by or connected to municipal utilities or improvements, has no buildings located on it and has no resident population.

9. Petitioner is requesting detachment of the real property for the following reasons:

1) The annual property taxes assessed on the real property by the City of Pipestone equal approximately sixty-eight and six-tenths percent (68.6%) of the real estate taxes assessed on the real property;

2) The real property is used solely for agricultural purposes and is being taxed in excess of the agricultural properties abutting and proximate to the real property not located in the City of Pipestone, creating a disparate treatment and impact of the real property solely because the property was annexed to the City of Pipestone and removed from Gray Township;

3) The real property is not benefitted or served by any municipal utility or any other public service provided by the City of Pipestone to the residents of the City of Pipestone;

4) The real property is bounded on the north by property lying within Gray Township, on the east by Minnesota Trunk Hwy. 23, on the South by other agricultural land lying within the City of Pipestone, and on the east by Douty's Addition

to the City of Pipestone;

- 5) The real property is not needed for anticipated future development and cannot be used for future development because it lies within a floodplain; and
- 6) Detachment will not unreasonably affect the symmetry of the City of Pipestone.

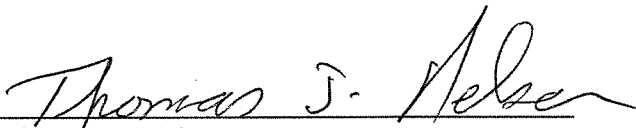
10. The efforts taken prior to filing this petition to resolve the issues include: Inquiry was made of the City through City Administrator, Deb Nelson, about whether the City would agree to or oppose detachment, and the City Council discussed the issue of detachment on July 7, 2025, but took no action indicating that the City would consent or opposed detachment.

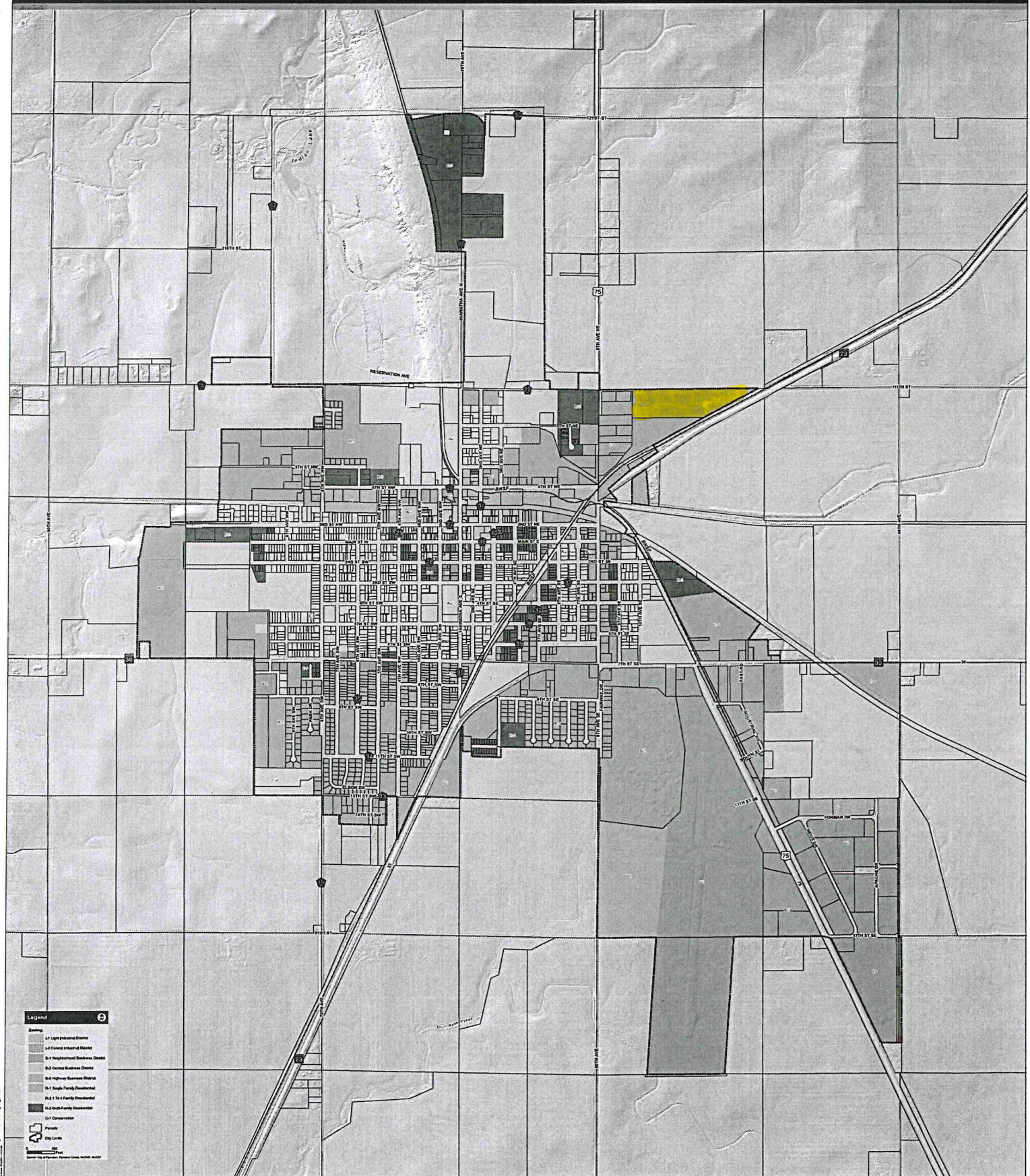
WHEREFORE, Petitioner respectfully requests an Order:

- 1. Detaching the real estate from the City of Pipestone and making the real estate part of the Township of Gray;
- 2. Apportioning costs as allowed by statute; and
- 3. For such additional and further relief that is just and equitable.

Date: August 27, 2025

PETITIONER


Thomas J. Nelson

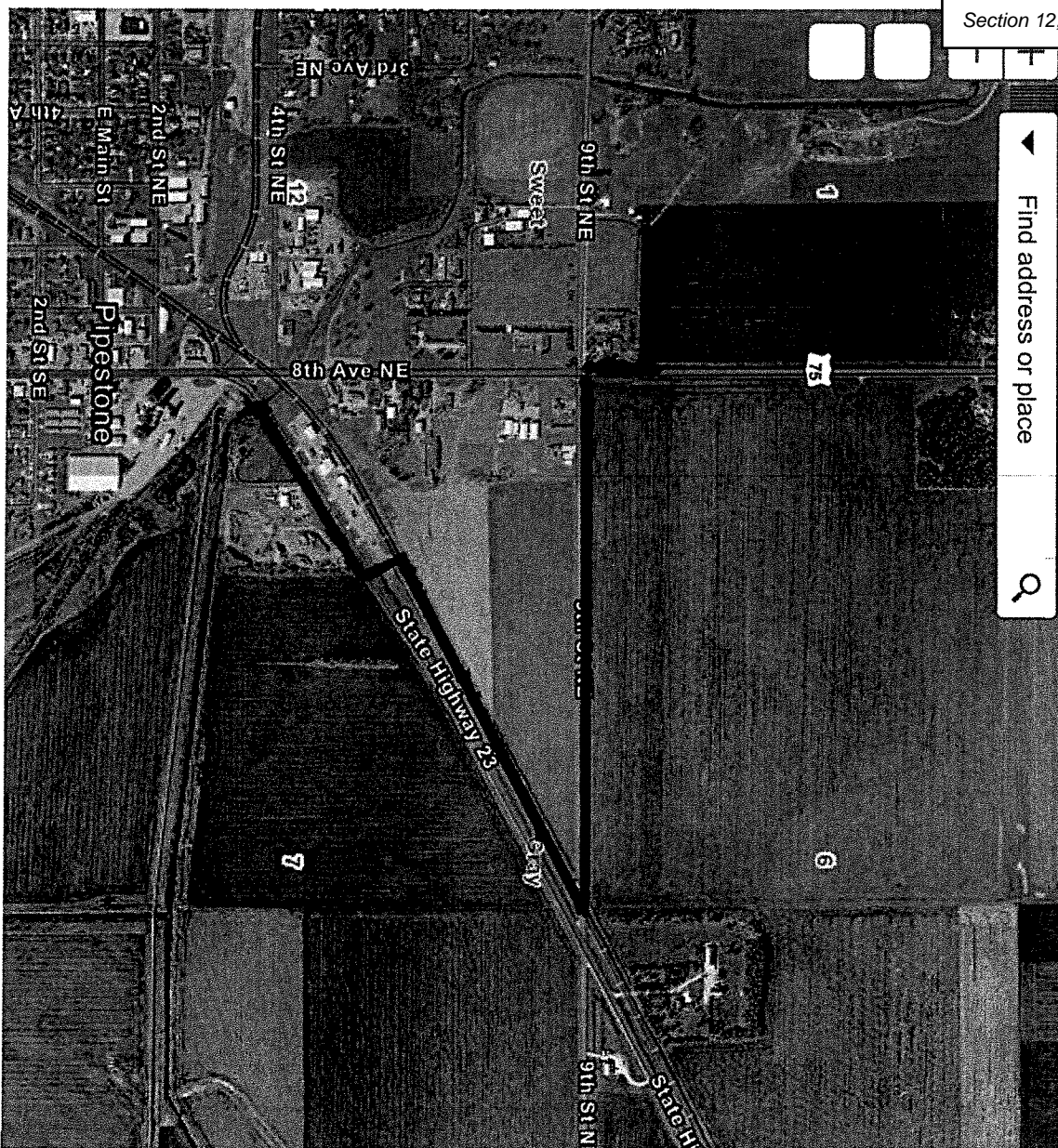




Enhanced Tax Parcel Viewer

... to access property tax and assessment in

Find address or place



Layer List

Layers

- Tax Parcels
- County Boundary
- RoadCenterlinesStylized
- RoadCenterlines
- Tax Parcel Labels
- Ditches
- Railroads
- Wildlife Management Areas
- Parks and Recreation Facilities
- Lakes and Rivers
- City Limits
- Cadastral Reference
- Contours



EXHIBIT 2

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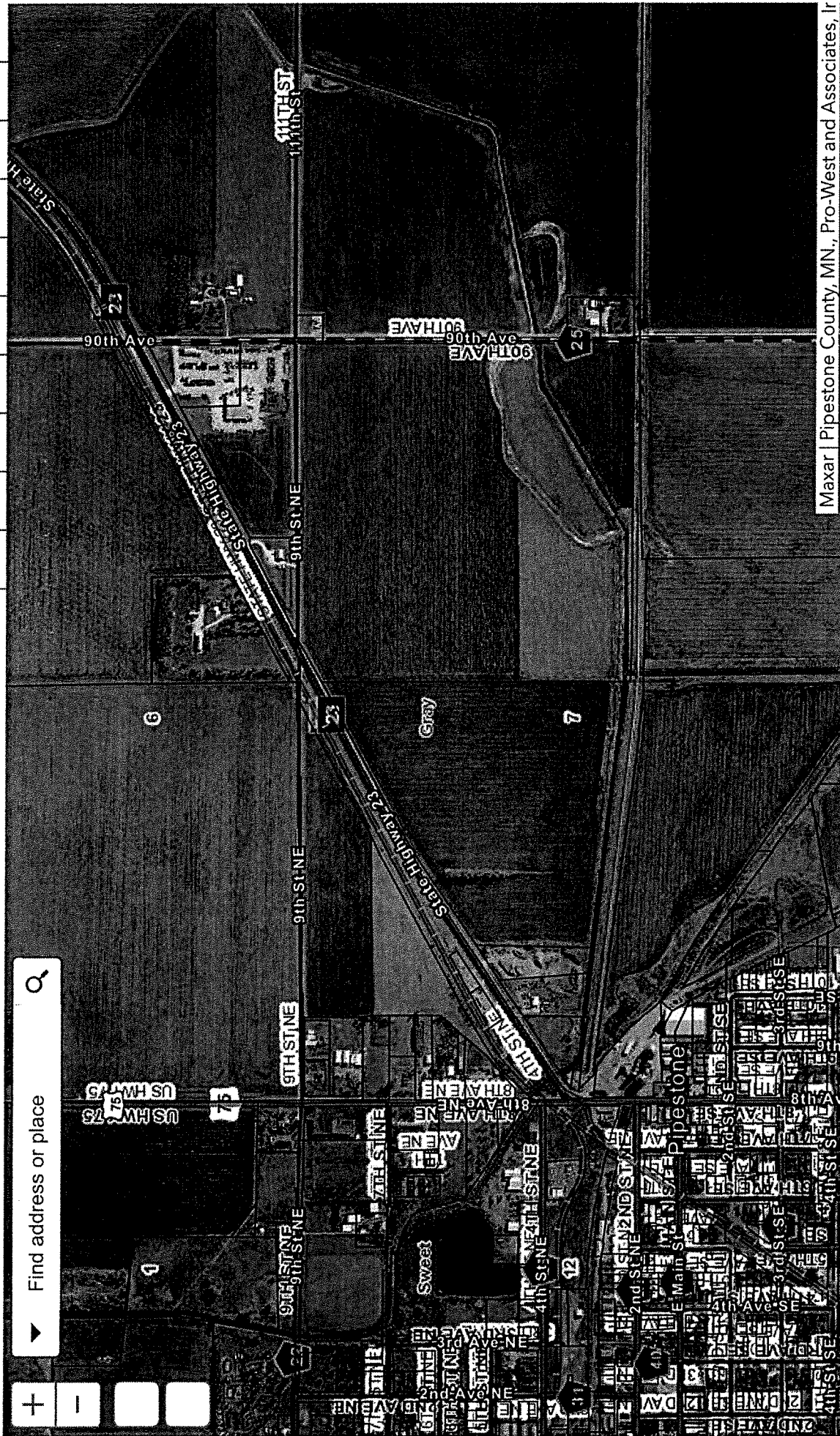
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Enhanced Tax Parcel Viewer

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Find address or place



Maxar | Pipestone County, MN., Pro-West and Associates, Ir

Section 12, Item A.

EXHIBIT 3

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-96.302 44.008 Degrees



▼ Find address or place



Maxar | Pipestone County, MN., Pro-West and Associates, Ir



117 8TH Avenue SE, P.O. Box 8, Pipestone, MN 56164
Phone (507) 825-3316 PipestoneMinnesota.com ~ erica.pipestonechamber@gmail.com Fax (507) 825-3317

Date: September 11, 2025
To: Pipestone City Council & City Administrator
From: Erica Volkir, Executive Director of the Pipestone Area Chamber of Commerce & Visitors Bureau
**RE: Street Closure for 11th Annual Trunk or Treat & Downtown Candy Walk
on Friday, October 31, 2025**

Dear Pipestone City Council and Pipestone City Administrator:

The Pipestone Area Chamber of Commerce & Visitors Bureau would like to request the following for our 10th Annual Trunk or Treat & Downtown Candy Walk to be held on Friday, October 31, 2025.

Street Closure on Friday, October 31, 2025 (Liberty Pawn to FF&M):

- Close 100 and 200 blocks of W Main Street and the 100 block of E Main Street from 3:00 PM – 6:30 PM (3:00 – 4:30 PM for set up; 4:30 – 6:00 PM event; 6:00 – 6:30 PM cleanup)

Assistance on Friday, October 31, 2025:

- Street Closed Signs, Barricades, and a few Trash Cans at the following:
 - On W Main Street by Liberty Pawn (but not blocking 3rd Avenue SW/NW)
 - On E 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

Thank you in advance for your consideration and support of this request!



REQUEST FOR COUNCIL ACTION

Section 13, Item A.

Meeting of
Date: September 15, 2025

Agenda Section: New Business	Originating Dept: Administration	Item No. A.
Item Description: Request of Chamber of Commerce		Prepared By: Stephanie LaBrune
<p>The Chamber is requesting the following for their 10th annual Trunk or Treat & Downtown Candy Walk on Friday, October 31, 2025:</p> <ul style="list-style-type: none">• Permission to close the 100 and 200 blocks of West Main St and the 100 block of East Main St from 3:00 p.m. to 6:30 p.m.• Public Works assistance requested on Friday, October 31, 2025:<ul style="list-style-type: none">- Street closed signs, barricades and a few trash cans at the following:<ul style="list-style-type: none">- On West Main St by Liberty Pawn (but not blocking 3rd Ave SW/NW)- On East Main St by First Farmers & Merchants Bank (but not blocking 3rd Ave SE/NE)- On the intersections of 2nd Avenue SW/NW and Hiawatha Avenue N/S <p>See attached letter of request, this has been approved in the past.</p>		
<p>COUNCIL ACTION: Motion by _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		

Deb Nelson

From: Booster President <paselementarybooster@gmail.com>
Sent: Friday, September 5, 2025 2:26 PM
To: Deb Nelson
Subject: Rental of Westview Park

Deb,

The Pipestone Area Elementary Boosters would like to reserve **Westview Park** again this year for our annual **Back to School Bash** on **Wednesday, September 24th**. We are requesting use of the concession stand, bathrooms, 10 extra picnic tables, and 4 extra garbage bins.

Below is the letter I've written to the City Council asking if they would consider waiving the rental fees for this event, as they so kindly did last year.

Thank you for your help!

Jessica

Deb, Dan, and Council Members,

On behalf of the Pipestone Area Elementary Boosters, I would like to sincerely thank you for waiving the rental fees for our Back to School Bash last year. Because of your support, we were able to welcome more than 500 students and their families for a free evening of food, fun, and community. It truly made a difference.

We are excited to host this event again on **Wednesday, September 24th at Westview Park**. To keep this event free for all families, we respectfully ask that you once again consider waiving the rental fees for the park, concession stand, bathrooms, extra picnic tables, and garbage bins.

Your continued support helps us provide an unforgettable, no-cost event for our elementary students and their families, and we are so grateful for your partnership.

With appreciation,
Jessica Winter
President, Pipestone Area Elementary Boosters

REQUEST FOR COUNCIL ACTION

Section 13, Item B.

Meeting of
Date: September 15, 2025

Agenda Section: New Business	Originating Dept: Administration	Item No. B.
Item Description: Request of Pipestone Area Elementary Boosters		Prepared By: Deb Nelson
<p>The Pipestone Area Elementary Boosters is requesting the use Westview Park along with the use of the concession stand and bathrooms, 10 extra picnic tables and four extra garbage totes in addition to what is already there for their annual Back to School Bash on Wednesday, September 24th. Since they are a 501(c)3 nonprofit organization, they are asking the council to please consider waiver of all rental fees so they can continue to expand on this annual event and give the elementary students and their families a fun experience.</p> <p>See attached letter of request. This has been approved in the past.</p>		
<p>COUNCIL ACTION: Motion by _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		

RESOLUTION 2025-57

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT.

WHEREAS, a contract has been let for the 2023 Street & Utility Improvements Project which consists of street reconstruction, storm sewer, sanitary sewer and watermain improvements in the following areas:

- Main Street E from 2nd Avenue SE to 8th Avenue SE
- 2nd Street SE from 2nd Avenue SE to 4th Avenue SE
- 3rd Avenue SE from Main Street E to 2nd Street SE
- 4th Avenue SE from Main Street E to 2nd Street SE
- 5th Avenue SE from Main Street E to 2nd Street SE
- 6th Avenue SE from Main Street E to 3rd Street SE
- 7th Avenue SW from 2nd Street SW to 3rd Street SW

and the expenses incurred or to be incurred in the making of such improvements is \$6,819,182.00.

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

1. Such assessments shall be payable in equal annual installments extending over a period of ten (10) years, the first of the installments to be payable with the 2026 taxes, and will bear interest at the rate of five percent (5%) per annum from the date of the adoption of the assessment resolution.
2. The City Clerk, with the assistance of Bolton & Menk, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and she shall file a copy of such proposed assessment in her office for public inspection.

Passed and adopted by the City Council of the City of Pipestone this 15th day of September, 2025.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

RESOLUTION 2025-58

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>
• Hanks Food	\$159.25 Value Donation in Apples and Chips for the Daycare Day at the Pipestone Family Aquatic Center.

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 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 15th day of September, 2025.

Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
City Clerk

RESOLUTION 2025-59

A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT FOR THE CITY.

WHEREAS, the League of Minnesota Cities (“LMC”) has created a pilot Grants Navigation Program (“Program”) in which LMC will provide grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

WHEREAS, the Program is limited to providing services to help obtain grant funding for one project per city.

WHEREAS, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects.

WHEREAS, the City of Pipestone (“City”) wishes to apply to the Program for support in finding grant funding to develop a Community Forest Management Plan (“Project”).

WHEREAS, the City recognizes that the if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

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

1. The City names the City of Pipestone as its fiscal agent (“Fiscal Agent”) for the purposes of applying to the Program on behalf of the City.
2. The City authorizes the Fiscal Agent to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Program.

Passed by the City Council of Pipestone, Minnesota this 15th day of September, 2025.

Dan Delaney, Mayor

Attest: _____
Stephanie LaBrune, City Clerk

RESOLUTION 2025-60

RESOLUTION APPROVING AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the City Council of the City of Pipestone as follows:

- That it has applied for and been awarded an Airport Maintenance and Operations Grant Agreement by the Minnesota Department of Transportation, Agreement Number 1060357 (“Agreement”);
- That it hereby agrees to the terms and conditions of the Grant Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Grant Agreement and any amendments thereto on behalf of the City of Pipestone.

Adopted by the City Council of the City of Pipestone on this 15th day of September, 2025.

By: _____

Print Name: Dan Delaney

Title/Date: Mayor / 9-15-2025

ATTESTATION:
(different authorized signor than above)

By: _____

Print Name: Deb Nelson

Title/Date: City Administrator / 9-15-2025

MnDOT Agreement No. 1060357

**STATE OF MINNESOTA
STATE AIRPORTS FUND
AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT**

State Project Number (S.P.): A5901-MO26**State Project Number (S.P.): A5901-MO27**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Pipestone, 119 - Second Avenue SW, Pipestone, MN 56164 acting through its City Council (“Grantee”) (“Agreement”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize the State to provide financial assistance to airports for maintenance and operations activities.
2. Grantee owns, operates, or controls an airport (“Airport”) in the state system, and desires financial assistance from the State for maintenance and operations activities for State Fiscal Year 2026 and State Fiscal Year 2027.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

AGREEMENT TERMS

1. Term of Agreement and Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed.
- 1.2. **Expiration Date.** This Agreement will expire on June 30, 2027.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, but not limited to, the following clauses: Indemnification; State Audits; Government Data Practices; Governing Law, Jurisdiction and Venue; and Data Disclosure.

2. Grantee’s Duties

- 2.1. **Airport Use.** In accordance with Minnesota Statutes §360.305, subd. 4, Grantee must operate and maintain the Airport, for the use and benefit of the public, in a safe, serviceable manner for aeronautical purposes only for a period of one (1) year from the date Grantee receives final reimbursement under this Agreement.
- 2.2. **Grounds Maintenance.** Grantee will keep the runway and the area around the lights at the Airport mowed and plowed. The grass must be mowed at least seven (7) feet beyond the lights and must not exceed six (6) inches in height on the landing area. The areas around any navigational aids must be sufficiently mowed and plowed to keep the area clear for vehicle access. If the Airport remains operational during the winter months, Grantee will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snowbanks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.3. **Periodic Paint Striping.** If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Agreement, Grantee will cooperate with the marking operation. Grantee must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.4. **Inspections.** Grantee will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.5. **Third-Party Contracting.** Grantee will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Agreement.

3. Grantee's Assurances

- 3.1. Grantee represents and warrants that Grantee has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§360.061 to 360.074.
- 3.2. Grantee will comply with all required grants management policies and procedures set forth in Minnesota Statutes §16B.97 subd. 4(a)(1).

4. Consideration and Payment

- 4.1. **Consideration.** State will pay for all eligible maintenance and operations costs incurred by Grantee under this Agreement as follows:
 - 4.1.1. **Basis.** Grantee will be reimbursed for 75% of all eligible maintenance and operations costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative or their designee according to the State's Funding Eligibility Guidance, which is available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>
 - 4.1.2. **Fiscal Year Obligations.** State has currently obligated \$32,761.14 in each state fiscal year to reimburse 75% of eligible costs incurred by Grantee during each fiscal year and will be capped at this amount for each fiscal year. Any funding granted but not requested for reimbursement within the first fiscal year will not roll over into the second fiscal year.
 - 4.1.3. **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed \$65,522.29 (reflecting state fiscal years 2026 and 2027 combined obligations).
- 4.2. **Payment.**
 - 4.2.1. **Invoices.** Grantee must submit detailed reimbursement requests for its eligible costs to the State's Authorized Representative on a quarterly basis or as otherwise directed by State's Authorized Representative. Invoices for expenses incurred after grant funds were encumbered by the State, but before the Effective Date of this Agreement, may not be submitted for reimbursement until after the Effective Date of this Agreement. The State's Office of Aeronautics will supply the reimbursement request forms that Grantee must submit. Reimbursement requests must be submitted according to the following schedule:
 - Quarter 1 (Jul. 1st – Sept. 30th): **On or after October 1, and no later than November 15;**
 - Quarter 2 (Oct. 1st – Dec. 31st): **On or after January 1, and no later than February 15;**
 - Quarter 3 (Jan. 1st – Mar. 31st): **On or after April 1, and no later than May 15;** and
 - Quarter 4 (Apr. 1st – Jun. 30th): **On or after July 1, and no later than August 15.**

The State may reject any costs submitted for reimbursement that the State determines, in its sole discretion, are not eligible maintenance and operations expenses. Any invoices not received by the State's Authorized Representative by December 31st of the fiscal year in which the expenses were incurred will be ineligible for reimbursement and rejected.

- 4.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.2.3. **Progress Reports.** The State may, at its sole discretion, require Grantee to submit quarterly progress reports in addition to its invoices. If so requested, the State will provide a progress report form for Grantee's completion and submittal with its invoices.
- 4.2.4. **The State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports, if requested by the State, for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.2.5. **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures. The State's Authorized Representative will notify Grantee's Authorized Representative where and when monitoring visits and financial reconciliations will take place, which state employees and Grantee staff members should be present, as well as which, if any, of Grantee's contractors or consultants, or their agents, are required to participate. Grantee will be provided at least seven (7) days' notice prior to monitoring visits and/or financial reconciliations. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.6. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

6.1. State's Authorized Representative. State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or their successor, will monitor Grantee's performance and has the authority to accept or reject the services provided under this Agreement. If the Grantee's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

6.2. Grantee's Authorized Representative. Grantee's Authorized Representative will be:

Name/Title: Deb Nelson, City Administrator
 Address: 119 - Second Avenue SW, Pipestone, MN 56164

Telephone: (507) 825-3324

E-Mail: dnelson@cityofpipestone.com

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee must immediately notify State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

- 7.1. **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** An amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this Agreement, such failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all prior negotiations and agreements between the State and Grantee. No other prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6. **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of Grantee's contractors, consultants, agents or any other third parties under the direct control of Grantee.
9. **State Audits.** Under Minnesota Statutes § 16B.98 subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this grant Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration of this Agreement or receipt and approval of all final reports, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.
10. **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.
11. **Workers' Compensation.** Grantee certifies that it is in compliance with Minnesota Statutes §176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Data Disclosure.** Under Minnesota Statutes §270C.65, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.
14. **Termination and Suspension**
- 14.1. **Termination by the State.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature or if funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4. **Suspension.** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every agreement for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the State, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 16.1. In the hiring of common or skilled labor for the performance of any work under any agreement, or any sub-agreement, no contractor, material supplier, vendor, or other agent of Grantee will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

- 16.2. No contractor, material supplier, vendor, or other agent of Grantee will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any agreement on account of race, creed or color;
- 16.3. A violation of this Section is a misdemeanor; and
- 16.4. Any subsequent violations of this Section may result in the termination of this Agreement and any sub-agreements by the State, or any county, city, town, township, school, school district or other entity or person authorized to enter into agreements for employment, and all money due, or to become due, under this Agreement or any sub-agreements may be forfeited.
17. **Limitation.** Under this Agreement, the State is only responsible for disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee; however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its agreements with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

By:

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

GRANTEE

Grantee certifies that the appropriate persons have executed this Agreement on behalf of Grantee as required by applicable articles, bylaws, ordinances, or resolutions.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
(with delegated authority)

By:

MnDOT CONTRACT MANAGEMENT

By:

M E M O**RE: Consideration of Position Title Change and Appointment of Duties**

With the resignation of the former Building and Zoning Administrator, the Council made the decision at their September 2nd Council meeting to contract with the Company SAFEbuilt to handle all of the Building Official duties that were held by the Building and Zoning Administrator.

SAFEbuilt will not be taking over any of the Planning and Zoning duties at this time; therefore, the City Administrator is recommending that Council consider adding the duties to EDA Director, Justin Schroyer's job description and also change his position title to "Community Development Director" to ensure that his title is appropriate for the position.

A Community Development Director serves as the City's lead for guiding growth, fostering economic opportunity, and ensuring thoughtful land use planning. This role combines the responsibilities of the Economic Director and the Planning and Zoning Administrator to provide a unified approach to community progress.

If the Council chooses to move forward with changing Schroyer's title and adding the Planning and Zoning duties to his job description the change will take effect immediately and the new job description will be forwarded onto David Drown & Associates to have the review and classify the position to determine if the position will require and pay grade changes?

Proclamation

WHEREAS, the City of Pipestone is committed to ensuring the safety and security of all those living in or visiting Pipestone; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, City of Pipestone first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

THEREFORE, I, Dan Delaney, Mayor of the City of Pipestone, do hereby proclaim October 5–11, 2025, as

Fire Prevention Week

throughout the City of Pipestone.

In witness whereof, I hereunto set my hand this 15th day of September in the year of Two Thousand and Twenty-Five.

Dan Delaney
Mayor