



## **City Council Regular Meeting Agenda**

**June 16, 2025 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.](#) June 2, 2025 Regular Meeting Minutes

[B.](#) June 3, 2025 Special Meeting Minutes

**6. Community Concerns (Maximum 3 Minutes Per Person)**

**7. Public Hearings, Petitions, and Bid Openings**

[A.](#) Jose Fernandez Garcia and Maria Flores Garibay New Home Tax Abatement Public Hearing

**8. Legal**

[A.](#) Introduction of Ordinance No. 167, Fourth Series: An Ordinance Establishing a Veteran's Memorial in the City of Pipestone

**9. Engineering**

**10. \*\*Financial**

**A.** Payment of Claims-Listing of Bills

**B.** May Financial Report

**11. Old Business**

[A.](#) Consider Approval of Safe Routes to School Project Plans

**12. New Business**

- A. Resolution 2025-37: Resolution Amending and Restating the Establishment of the Days, Times and Places of Regular Meetings of the Pipestone City Council, Commissions and Committees During the Calendar Year 2025
- B. Resolution 2025-38: Resolution Accepting Donations
- C. Resolution 2025-39: A Resolution Relating to a Tax Abatement on Property Being Developed by Jose Fernandez Garcia and Maria Flores Garibay; Granting the Abatement
- D. Resolution 2025-40: Resolution Accepting Bid
- E. Mayoral Proclamation
- F. City of Pipestone Safe Routes to School (SRTS) Project SAP 059-591-006 Agreement
- G. Approve TIF District 13 Reimbursement Request
- H. Discussion of Proposed Detachment of City Property to Gray Township
- I. Approve Hiawatha Lodge Caterer
- J. Confirm Appointment of Interim Administrative Assistant

**13. Closing Comments**

**14. Executive/Closed Session**

**15. Adjournment**

Pipestone, Minnesota  
June 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 2<sup>nd</sup> day of June 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: Rick Whipple, Myron Koets, Ron Koopman, John Draper, EDA Director Justin Schroyer, City Attorney Jason Hill via Zoom, City Engineer Travis Winter via Zoom, Cable Access Coordinator Steve Moffitt, Assistant City Administrator/City Clerk Stephanie LaBrune, and City Administrator Deb Nelson.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

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

Motion made by Smidt, seconded by Swanson, and unanimously carried to approve the agenda with the addition of item I. Consider Approval of First Amendment to Lease Between L3Harris Technologies, Inc. and the Pipestone Municipal Airport under New Business.

**CONSENT AGENDA**

Mayor Delaney stated the Consent Agenda contains the May 16, 2025 Special Meeting Minutes, the May 19, 2025 Regular Meeting Minutes, and the Payment of Claims-Listing of Bills. He then asked if there was any discussion regarding these items. No discussion was held.

Motion was made by Swanson, seconded by Colbeck and unanimously carried to approve the Consent Agenda items which consisted of the May 16, 2025 Special Meeting Minutes, the May 19, 2025 Regular Meeting Minutes, and the Payment of Claims-Listing of Bills in the amount of \$380,703.69 for warrants #074955 to #075049 to be issued in payment thereof.

**COMMUNITY CONCERNS**

None.

**BID OPENINGS**

**Industrial Road Project**

Engineer Winter stated that the window to receive bids for the Industrial Road Improvements Project closed at 6:30 p.m. this evening. He then accepted all bids online and read the bids aloud. The following bids were received:

BIDDERS	TOTAL AMOUNT BID
Musch Construction	\$248,600.25
Katzer Concrete	\$254,200.00
Big Al’s Contracting, Inc.	\$295,797.50
ICON, LLC	\$368,485.00

Meidl Concrete Services	\$422,121.00
<i>Engineer's Estimate</i>	<i>\$250,000.00</i>

Winter then stated that he will review the bids and bring back a recommendation to the council at their next council meeting.

### **NEW BUSINESS**

#### **Resolution 2025-34**

Delaney said this resolution is being brought forth by the board of appeals and adjustments who are recommending that the city grant a variance to Pipestone County to construct an accessory structure within a setback and that exceeds the allowed height at 600 4th Street NW in the City of Pipestone.

Motion made by Smidt, seconded by Swanson, and unanimously carried to approve Resolution 2025-34: Resolution Granting a Variance to Construct an Accessory Structure within a Setback and that Exceeds the Allowed Height at 600 4th Street NW in the City of Pipestone.

#### **Resolution 2025-35**

Delaney said this resolution is being brought forth by the board of appeals and adjustments who are recommending that the city grant a variance to JBS to install a sign that exceeds the required size limitation at 1401 Sioux Drive in the City of Pipestone.

Motion by Smidt, seconded by Colbeck, and unanimously carried to approve Resolution 2025-35: Resolution Granting a Variance to Install a Sign that Exceeds the Required Size Limitation at 1401 Sioux Drive in the City of Pipestone.

#### **Resolution 2025-36**

Delaney said this donation will accept real property otherwise known as the Meinders Community Library property (PID: 18.645.2100) from Robert H. Meinders. Meinders who has built and fully furnished a state-of-the-art Community Library facility in Pipestone. Delaney said now that the project is complete, Meinders is generously donating the property to the city. Delaney then thanked Robert Meinders for his forethought with the problems that were had with the former library. He also thanked Justin Schroyer for finding a location for the library and said Robert stepped forward and did a fantastic job. In addition, Delaney thanked Michael Bloemendaal, Jody Wacker, library staff, and Rick Whipple. Colbeck stated that the facility is very nice and a lot of people are taking use of it. Swanson also thanked Robert Meinder's for his investment in Pipestone and Smidt agreed.

Motion was made by Swanson, seconded by Smidt, and unanimously carried to approve Resolution 2025-36: Resolution Accepting Donations.

#### **Donation Agreement**

Delaney explained that the donation agreement is an agreement between Robert H. Meinders and the city pertaining to the donation of the Meinder's Community Library property. The agreement is needed to convey the property to the city.



Motion was made by Smidt, seconded by Colbeck, and unanimously carried to approve the donation agreement between Robert H. Meinders and the city of Pipestone.

#### Veteran's Memorial

Delaney shared that a request has been brought forth from the Veteran's Memorial Committee to have the city council establish the exact location of the proposed Veteran's Memorial. Included in the council packets is a map of the proposed location which is directly north of the old school house at Leon H. Moore Park. Additionally, the committee is also planning to install lighting around the memorial, with potential costs and maintenance that the city may incur, City Attorney Hill is recommending that the city council also consider drafting and adopting an ordinance to establish the Veteran's Memorial on city property. If the council wishes to move forward with placing the memorial at the proposed location, a motion will need to be made to approve the Placement of a Veteran's Memorial on City Property and allow Attorney Hill to draft an Ordinance to Establish the Veteran's Memorial.

Delaney then invited Myron Koets and Ron Koopman to the podium to speak about the memorial project. Koets shared that the location for the memorial was chosen due to Xcel Energy utilities being available year-round near Moore Park unlike the utilities near the parking area of the Hiawatha Pageant Park where the electricity is only turned on for the Lights at the Lodge event. Koets added that the memorial will be pushed back 100 feet from the curb to allow room for future Memorial Day events. He also said that currently there are no restrooms at the New Woodlawn Cemetery where the Memorial Day program is currently held so it will be nice to be able to utilize the bathrooms at Moore Park. Ron Koopman stated that there are also plans to add a sundial to the memorial. Parking was also discussed and Koets stated that there is plenty of room for parking at the Hiawatha Pageant Park as well as Moore Park. Colbeck also stated that there will be a burger feed on June 14<sup>th</sup>, Flag Day to fundraise for the Memorial project.

Motion was made by Colbeck, seconded by Swanson, and unanimously carried to approve the placement of the Veteran's Memorial on City property and to have Attorney Hill draft an Ordinance to Establish the Veteran's Memorial.

#### Tax Forfeited Land

Delaney said included in the council packet are several properties that may soon be listed at tax forfeited land by Pipestone County. EDA Director Schroyer has expressed interest in the city acquiring the properties in effort to address blight within the city and if the council wishes to pursue acquiring any of the properties, a motion will need to be made to authorize Attorney Hill to send a letter of request to Pipestone County. Schroyer then came to the podium and stated that he would like the city to consider purchasing the properties at a reduced rate from the County to demo and sell the empty lots or use the houses as project houses.

Motion made by Smidt, seconded by Swanson, and unanimously carried to have Attorney Hill draft a letter to Pipestone County seeking interest in purchasing the four properties (PIDs: 18.400.0390, 18.380.1000, 18.760.0050, and 18.645.1800).

#### Dakota Mainstem Regional Water System Membership Application

Delaney stated at the most recent utility commission meeting, the commission discussed becoming a member of the Dakota Mainstem Regional Water System. Dakota Mainstem Regional Water

System is a new and upcoming water supplier similar to Lewis & Clark. With the city's aging infrastructure, challenges to drill new wells through bedrock, and long-term planning efforts, the utility commission is recommending that the council moves forward with submitting an application to become a member of the Dakota Mainstem Regional Water System. The annual membership cost will be approximately \$4,000 with a maximum annual cost not to exceed \$10,000. Discussion was held.

Motion was made by Smidt, seconded by Swanson, and unanimously carried to approve authorizing the City Administrator to submit an application to become a member of the Dakota Mainstem Regional Water System.

#### Alcohol and Beverage Dispenser Agreement

Delaney said Staci's Bar & Grill is a licensed food and alcohol caterer who has signed an agreement to serve alcohol at the Hiawatha Lodge for events through the remainder of 2025. Council action is needed to accept the agreement and authorize Staci's Bar & Grill to serve alcohol for events held at the Lodge.

Motion was made by Smidt, seconded by Colbeck, and unanimously carried to approve the Alcohol and Beverage Dispenser Agreement at the Hiawatha Lodge with licensed alcohol caterer Staci's Bar & Grill for the year 2025.

#### Consider Approval of First Amendment to Lease Between L3Harris Technologies, Inc. and the Pipestone Municipal Airport

Attorney Hill stated that there is currently a lease in place for the radio station at the airport and this amendment is primarily to change the legal name of the entity that the lease agreement is with. Hill stated that the agreement renews on an annual basis and also shared that he added indemnification language to protect the city as well as language that is now required by Minnesota State Law.

Motion was made by Swanson, seconded by Smidt, and unanimously carried to approve the First Amendment to Lease Between L3Harris Technologies, Inc. and the Pipestone Municipal Airport.

#### CLOSING COMMENTS

Administrator Nelson shared that Wastewater Superintendent Adelman added the City's sewage ponds to a bird book that has brought numerous birders to Pipestone. She said there are excellent shorebirds there. Additionally, she informed the council that a contract was signed with leak detectors to find the leak at the pool. She said they may be at the pool on June 17<sup>th</sup> and 18<sup>th</sup>.

Mayor Delaney announced that the pool will be open June 4<sup>th</sup> and on the 3<sup>rd</sup> the council will be having a meeting at the pool to go over a review of the pool.

#### ADJOURNMENT

Motion made by Colbeck, seconded by Smidt, and unanimously carried to adjourn the meeting at 7:04 p.m.

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Dan Delaney  
Mayor

ATTEST:

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Stephanie LaBrune  
Assistant City Administrator / City Clerk

Pipestone, Minnesota  
June 3, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held at the Pipestone Family Aquatic Facility at 9:00 a.m. on the 3<sup>rd</sup> day of June 2025. Mayor Dan Delaney called the meeting to order. Members present: Dan Delaney, Rodger Smidt and Verdeen Colbeck. Others present: Counsilman-Hunsaker Representative Miklos Valdez, Park & Recreation Commission Member Barbara Paulsen, Recreation Director Robert Petersen, Recreation Assistant Manager Krista VanderWal, Building Maintenance Technician Bob Bullerman and City Administrator Deb Nelson.

Mayor Delaney called the meeting to order and stated the purpose of the special meeting was to participate in the Risk Assessment Zone Evaluation at the Family Aquatic Center.

No business was conducted.

**ADJOURNMENT**

Motion was made by Smidt, seconded by Colbeck and unanimously carried to adjourn the meeting at 4:30 p.m.

Dan Delaney  
Mayor

ATTEST:

Deb Nelson  
City Administrator

## **PUBLIC HEARING NOTICE**

A public hearing is hereby scheduled at approximately 6:30 p.m. on June 16, 2025 in the Council Chambers of the Municipal Building, 119 2<sup>nd</sup> Ave SW, Pipestone, Minnesota to be held on a proposed property tax abatement request from Jose Fernandez Garcia and Maria Flores Garibay pursuant to Minnesota Statute 469.1813 and 116J.993 through 116J.995 consisting of new home construction on Lot Two (2), Block Two (2), First Addition in Southwest Acres Subdivision to the City of Pipestone, Minnesota. It has been proposed that the City of Pipestone grant a Property Tax Abatement on this property in an amount not to exceed 100 percent (100%) of the city's portion of the real estate taxes related to new residential home construction on the subject property for a period not to exceed three (3) years. The Council will hold a public hearing on the proposed Property Tax Abatement as required by Minnesota Statutes, Section 469.1813, subdivision 5. The proposed abatement percentage and terms may be modified at the public hearing.

/s/ Stephanie LaBrune  
Stephanie LaBrune  
Assistant City Administrator-Clerk

CITY OF PIPESTONE  
ORDINANCE NO. 167, FOURTH SERIES

AN ORDINANCE ESTABLISHING A VETERAN’S MEMORIAL IN THE CITY OF  
PIPESTONE

The City Council of the City of Pipestone ordains:

**Article I. Purpose.** The Pipestone Veterans Memorial Committee approached the City of Pipestone (“City”) for the proposed establishment of a veteran’s memorial at Leon H. Moore Park, a park within and owned by the City. The City desires to honor the request of the Pipestone Veterans Memorial Committee and to recognize the service of United States military veterans.

**Article II. Authority.** Minnesota Statutes, section 416.01 requires an ordinance for the erection, equipment and maintenance of a building or monument or parks in recognition of the services performed by soldiers, sailors, marines and war veterans of the United States.

**Article III. Veterans Memorial.** The City Council of the City of Pipestone authorizes a Veterans Memorial to be constructed, equipped and maintained in Leon H. Moore Park within the City of Pipestone.

**Article IV. Effective Date.** This Ordinance shall become effective the day after its legal publication.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST: \_\_\_\_\_  
Deb Nelson, City Administrator

Date of Publication \_\_\_\_\_

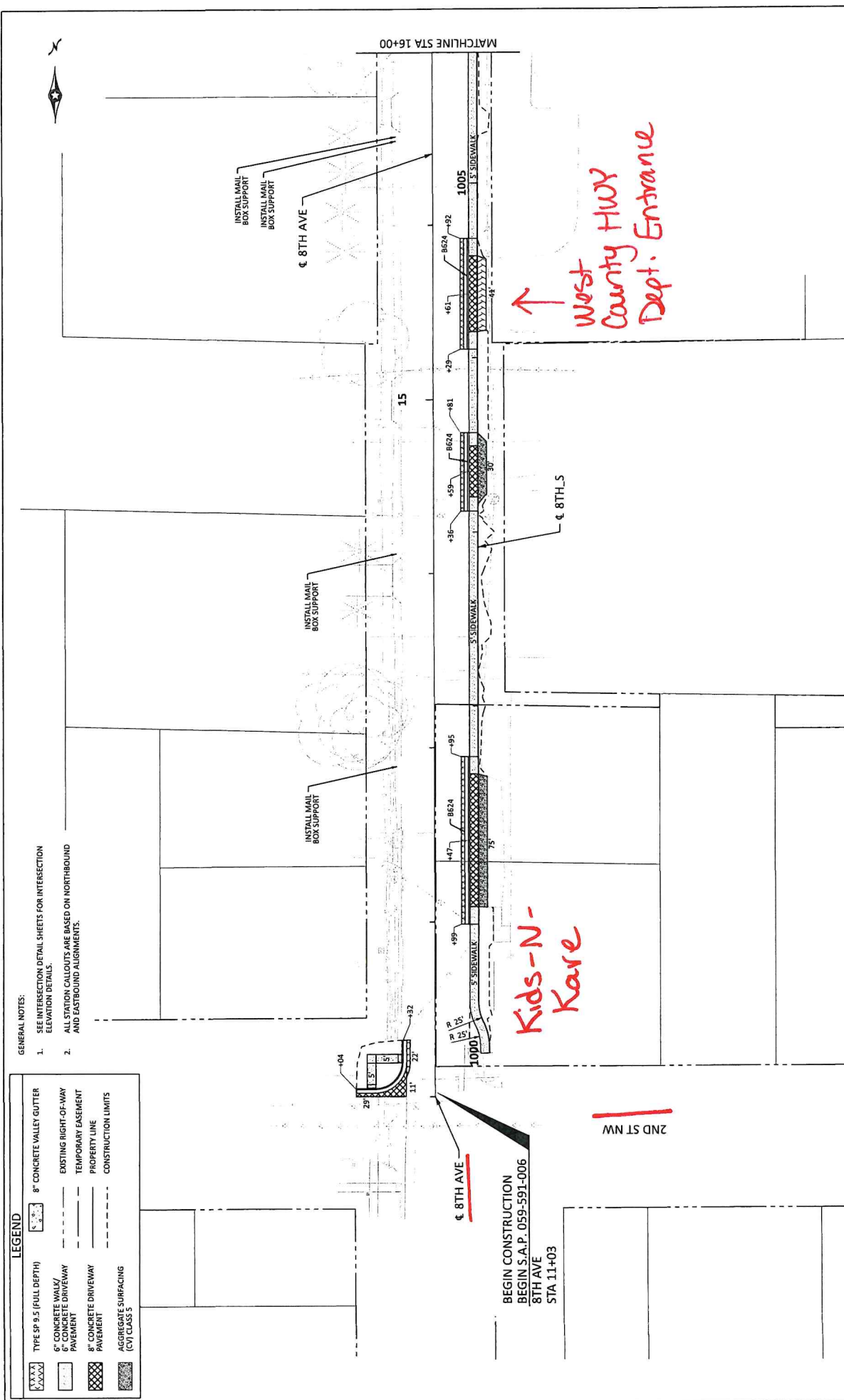
Effective Date \_\_\_\_\_

**ENGINEER'S ESTIMATE OF CONSTRUCTION COST**  
**S.A.P. 059-591-006**  
**Pipestone SRTS Sidewalk**  
**06/12/2025**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	PIPESTONE S.A.P. 051-591-006	
						QUANTITY	COST
2021.501	MOBILIZATION	LUMP SUM	\$1,000.00	1	\$1,000.00	1.00	\$1,000.00
2101.502	CLEARING	EACH	\$400.00	2	\$800.00	2	\$800.00
2101.502	GRUBBING	EACH	\$400.00	2	\$800.00	2	\$800.00
2104.502	SALVAGE CONCRETE APRON	EACH	\$500.00	3	\$1,500.00	3	\$1,500.00
2104.502	SALVAGE SIGN	EACH	\$50.00	16	\$800.00	16	\$800.00
2104.502	SALVAGE SIGN SPECIAL	EACH	\$60.00	2	\$120.00	2	\$120.00
2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$200.00	8	\$1,600.00	8	\$1,600.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.00	111	\$555.00	111	\$555.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	2,521	\$7,563.00	2,521	\$7,563.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	\$6.50	284	\$1,846.00	284	\$1,846.00
2104.504	REMOVE CONCRETE WALK	SQ YD	\$20.00	38	\$760.00	38	\$760.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$25.00	163	\$4,075.00	163	\$4,075.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$400.00	26	\$10,400.00	26	\$10,400.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$10.00	1,023	\$10,230.00	1,023	\$10,230.00
2106.507	EXCAVATION - COMMON	CU YD	\$20.00	2,333	\$46,660.00	2,333	\$46,660.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$20.00	1,138	\$22,760.00	1,138	\$22,760.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$50.00	1,348	\$67,400.00	1,348	\$67,400.00
2301.504	CONCRETE PAVEMENT 7.0"	SQ YD	\$200.00	26	\$5,200.00	26	\$5,200.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	\$100.00	234	\$23,400.00	234	\$23,400.00
2501.502	INSTALL CONCRETE APRON	EACH	\$550.00	3	\$1,650.00	3	\$1,650.00
2501.503	12" RC PIPE CULVERT	LIN FT	\$150.00	12	\$1,800.00	12	\$1,800.00
2502.602	CONNECT TO EXISTING PIPE DRAIN	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00
2503.503	12" RC PIPE SEWER DESIGN 3006	LIN FT	\$100.00	56	\$5,600.00	56	\$5,600.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,070.00	1	\$1,070.00	1	\$1,070.00
2504.602	ADJUST GATE VALVE AND BOX	EACH	\$280.00	9	\$2,520.00	9	\$2,520.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	\$4,000.00	2	\$8,000.00	2	\$8,000.00
2506.502	CASTING ASSEMBLY	EACH	\$1,004.00	2	\$2,008.00	2	\$2,008.00
2521.518	6" CONCRETE WALK	SQ FT	\$12.00	26,560	\$318,720.00	26,560	\$318,720.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	\$15.00	125	\$1,875.00	125	\$1,875.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	\$20.00	865	\$17,300.00	865	\$17,300.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	\$30.00	696	\$20,880.00	696	\$20,880.00







**GENERAL NOTES:**

1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
2. ALL STATION CALLOUTS ARE BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

LEGEND		8" CONCRETE VALLEY GUTTER
	TYPE SP 9.5 (FULL DEPTH)	
	6" CONCRETE WALK/ 6" CONCRETE DRIVEWAY PAVEMENT	EXISTING RIGHT-OF-WAY
	8" CONCRETE DRIVEWAY PAVEMENT	TEMPORARY EASEMENT
	AGGREGATE SURFACING (CY) CLASS 5	PROPERTY LINE
		CONSTRUCTION LIMITS

BEGIN CONSTRUCTION  
BEGIN S.A.P. 059-591-006  
8TH AVE  
STA 11+03

Kids-N-Kare

MN IS QNZ

E 8TH AVE -

INSTALL MAIL ☒

TALL MAIL 7

MAIL 7

77

6 8TH AVE.

5 HL8 1

↑ West  
County Hwy  
Dept. Entrance

MATCHLINE STA 16+00

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JUSTIN SCHMIDT NO. 48755 DATE 06/12/2025

*Justin Schmidt*

12224 NICOLLET AVENUE  
BURNSVILLE, MINNESOTA 55337  
Phone: (952) 890-0509  
Email: [Burnsville@bolton-menk.com](mailto:Burnsville@bolton-menk.com)  
[www.bolton-menk.com](http://www.bolton-menk.com)



A horizontal scale bar with alternating black and white segments. It is labeled '0' at the left end, '25' in the middle, and '50' at the right end. Below the bar, the word 'FEET' is written.

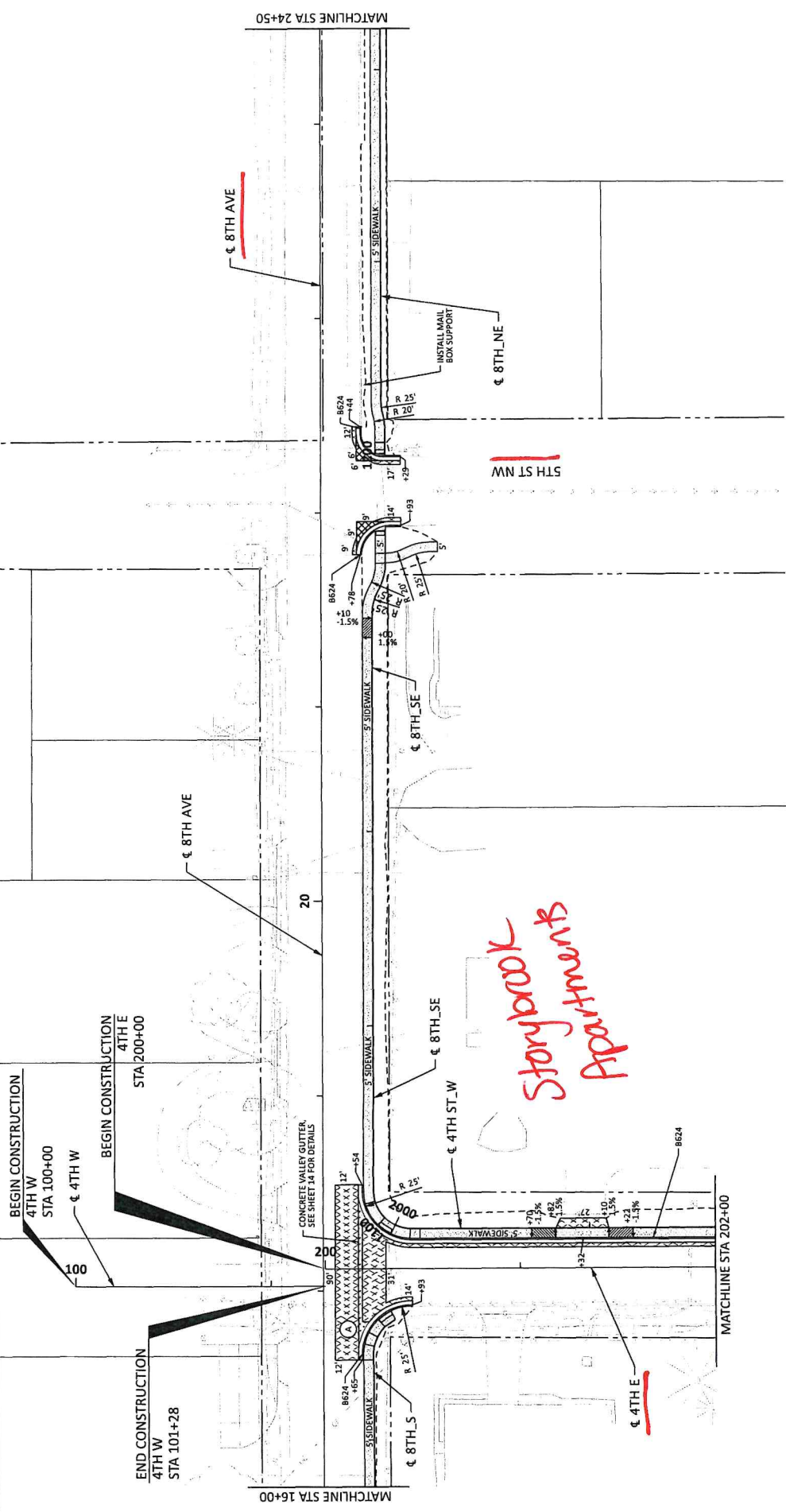
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Section 11, Item A.

- GENERAL NOTES:**
- SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
  - ALL STATION CALLOUTS ARE BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.
- SPECIFIC NOTES:**
- CONCRETE VALLEY GUTTERS TO BE CONSTRUCTED ONE HALF AT A TIME, MAINTAIN THROUGH TRAFFIC DURING CONSTRUCTION.

**LEGEND**

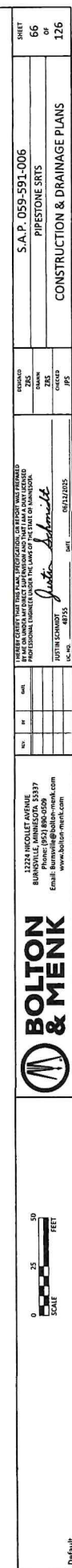
	8" CONCRETE VALLEY GUTTER
	6" CONCRETE WALKWAY
	6" CONCRETE DRIVEWAY
	8" CONCRETE DRIVEWAY
	AGGREGATE SURFACING (CV) CLASS 5
	EXISTING RIGHT-OF-WAY
	TEMPORARY EASEMENT
	PROPERTY LINE
	CONSTRUCTION LIMITS



SHEET 64 OF 126	S.A.P. 059-591-006 PIPESTONE STS CONSTRUCTION & DRAINAGE PLANS	DESIGNED BY ZHS CHECKED BY ZHS DATE 06/12/2015	DRAWN BY J. SCHMITT DATE 06/12/2015	SCALE 1"=40'	PROJECT 12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55317 Email: jbschmitt@bolton-menk.com www.bolton-menk.com	BOLTON & MENK	6/12/2025 134941_pen.tbl zsch.schopf 12:55:15 PM

Section 11, Item A.

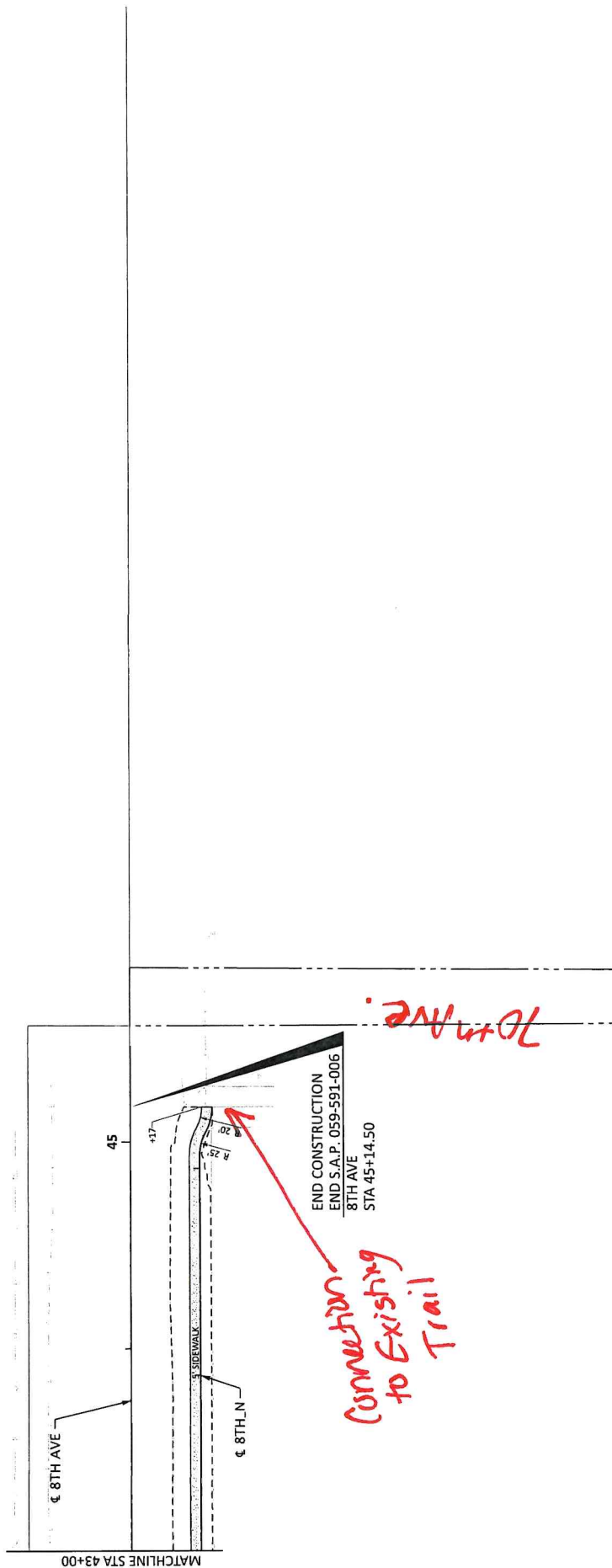




*Section 11, Item A.*








**GENERAL NOTES:**

1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
2. ALL STATION CALLOUTS ARE BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

### LEGEND

	TYPE SP 9.5 (FULL DEPTH)	
------------------------------------------------------------------------------------	--------------------------	--

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND CIRCUMSTANCES AS THEY HAVE BEEN PRESENTED TO ME BY THE ABOVE NAMED PARTY. I AM A duly Licensed Professional Engineer under the laws of the State of Minnesota.	Dated this 06/12/2025	S.A.P. 059-591-006 PIPESTONE SHIRTS CONSTRUCTION & DRAINAGE PLANS	SHEET 68 OF 126
[Signature] JASON J. KIMMEL PROFESSIONAL ENGINEER	JES JES JES	ESTABLISHED DRAWN CHECKED IN CHARGE	

12224 NICOLLET AVENUE  
BURNSVILLE, MINNESOTA 55337  
Phone: (952) 890-0509  
Email: Burnsville@bolton-menk.com  
www.bolton-menk.com



A horizontal scale bar with a black and white checkered pattern. It is labeled with '0', '25', and '50' at the top, and 'SCALE' and 'FEET' at the bottom.

[illegible]

*Section 11, Item A.*



GENERAL NOTES:

1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
2. ALL STATION CALLOUTS ARE BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

LEGEND	
	TYPE SP 9.5 (FULL DEPTH)
	6\"/>
	6\"/>
	8\"/>
	AGGREGATE SURFACING (CV) CLASS 5
	8\"/>
	EXISTING RIGHT-OF-WAY
	TEMPORARY EASEMENT
	PROPERTY LINE
	CONSTRUCTION LIMITS

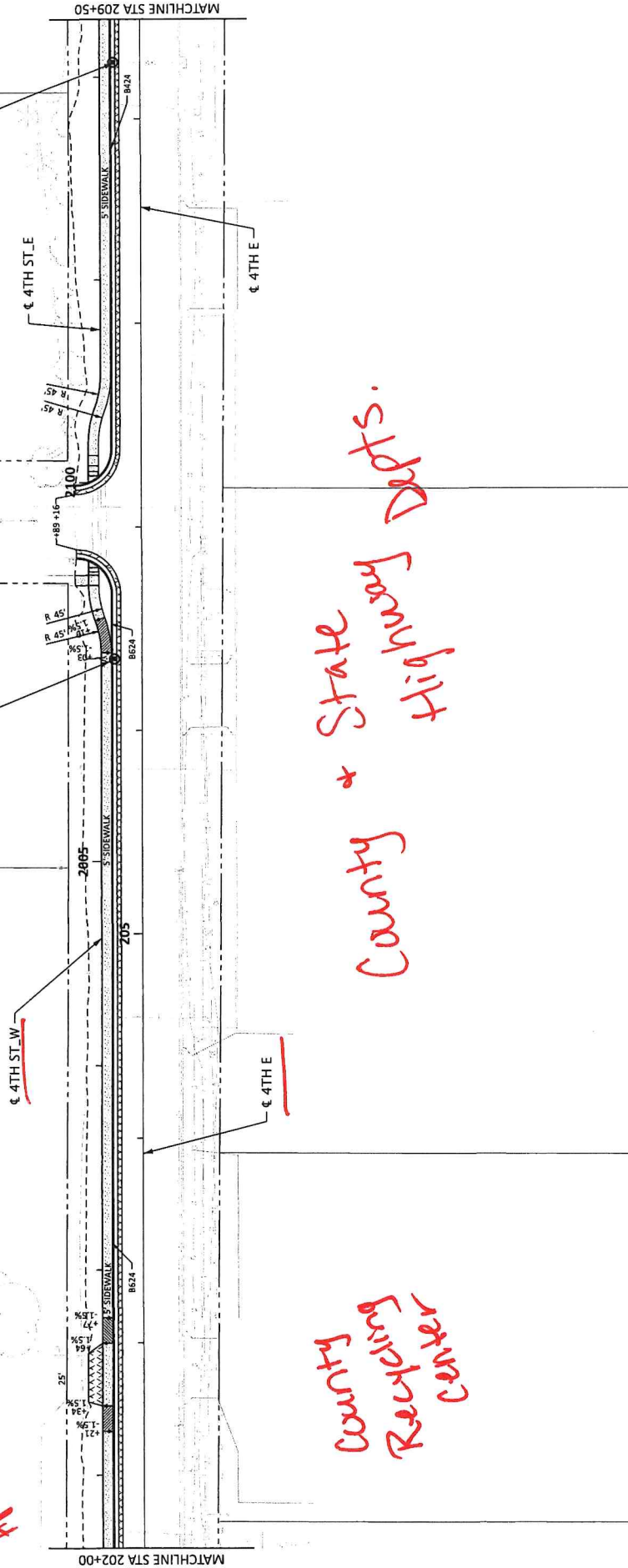
Stay Brook Apartments

6TH AVE NW

PDC Apartments

PLACE 13' - 12\" RC PIPE SEWER DIES 3006  
INSTALL 1 EA DRAINAGE STRUCTURE DESIGN 48-4020  
1 EA CONNECT TO EXISTING STORM SEWER

INSTALL 1 EA DRAINAGE STRUCTURE DESIGN 48-4020  
1 EA CONNECT TO EXISTING STORM SEWER



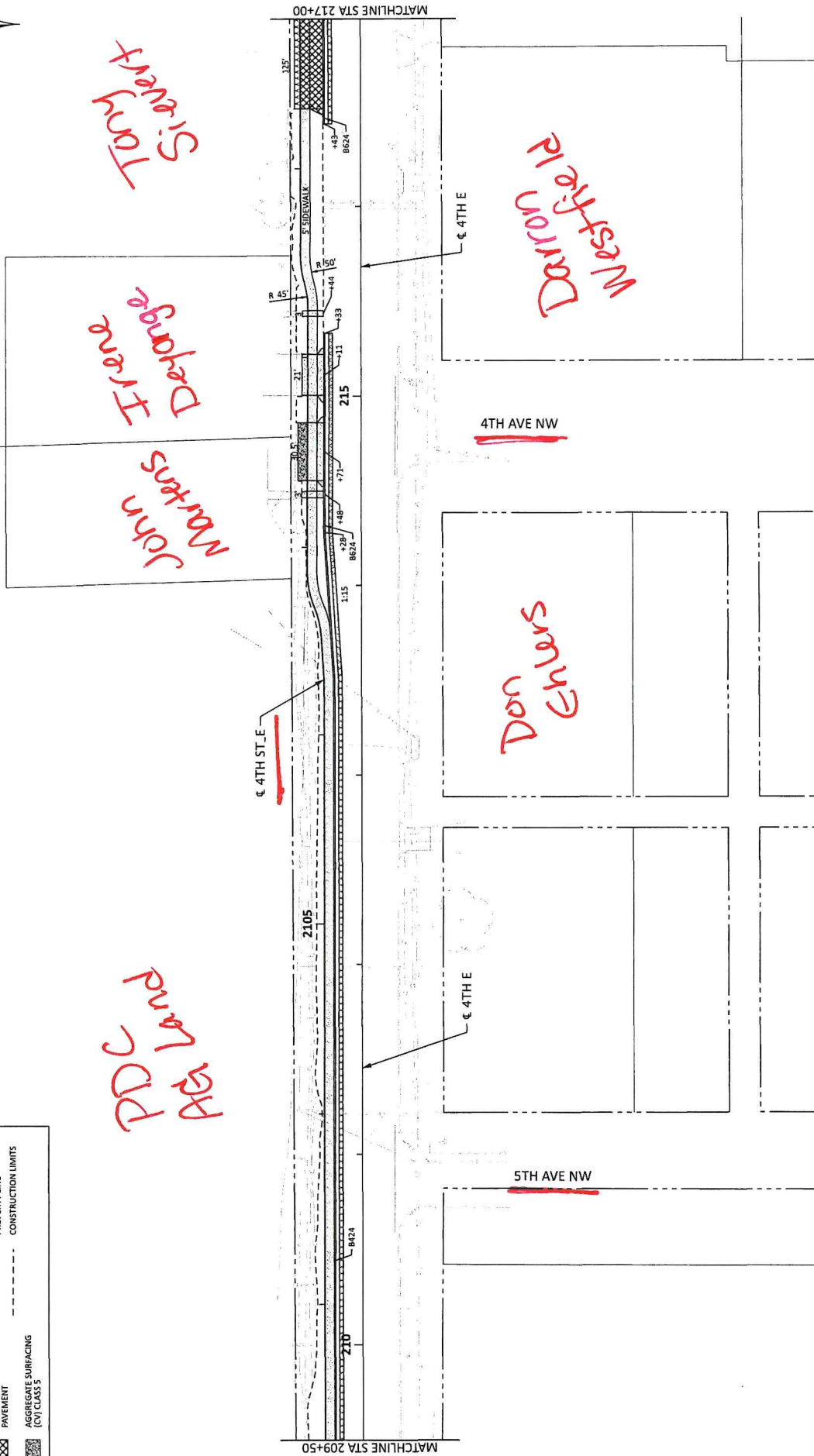
County Recycling Center  
County \* State  
County Highway Depts.

12224 NICOLET AVENUE BURNING WOOD, MN 55337 Email: Burnsville@bolton-menk.com www.bolton-menk.com		DATE: 06/12/2025 BY: JUSTIN SCHMIDT CHECKED: JPS DESIGNED: JPS DRAWN: JPS SCALE: 1\"/>
BOLTON & MENK		S.A.P. 059-591-006 PIPESTONE SRIS CONSTRUCTION & DRAINAGE PLANS
SHEET 69 OF 126		

Section 11, Item A.

- GENERAL NOTES:
1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
  2. ALL STATION CALCULATIONS ARE BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

LEGEND	
TYPE SP 9.5 (FULL DEPTH)	8" CONCRETE VALLEY GUTTER
6" CONCRETE WALK/PAVEMENT	EXISTING RIGHT-OF-WAY
8" CONCRETE DRIVEWAY	TEMPORARY EASEMENT
AGGREGATE SURFACING (CY CLASS 5)	PROPERTY LINE
	CONSTRUCTION LIMITS



12224 MCQUEEN AVENUE BIRMINGHAM, AL 35244-5317 Phone: (205) 880-0000 Email: birmville@bolton-menk.com www.bolton-menk.com		SHEET 70 OF 126	S.A.P. 059-591-006 PIPESTONE SPTS CONSTRUCTION & DRAINAGE PLANS

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 zach.schoff  
 Default  
 134941\_pen.tbl  
 6/12/2025 12:56:06 PM  
 zach.schoff

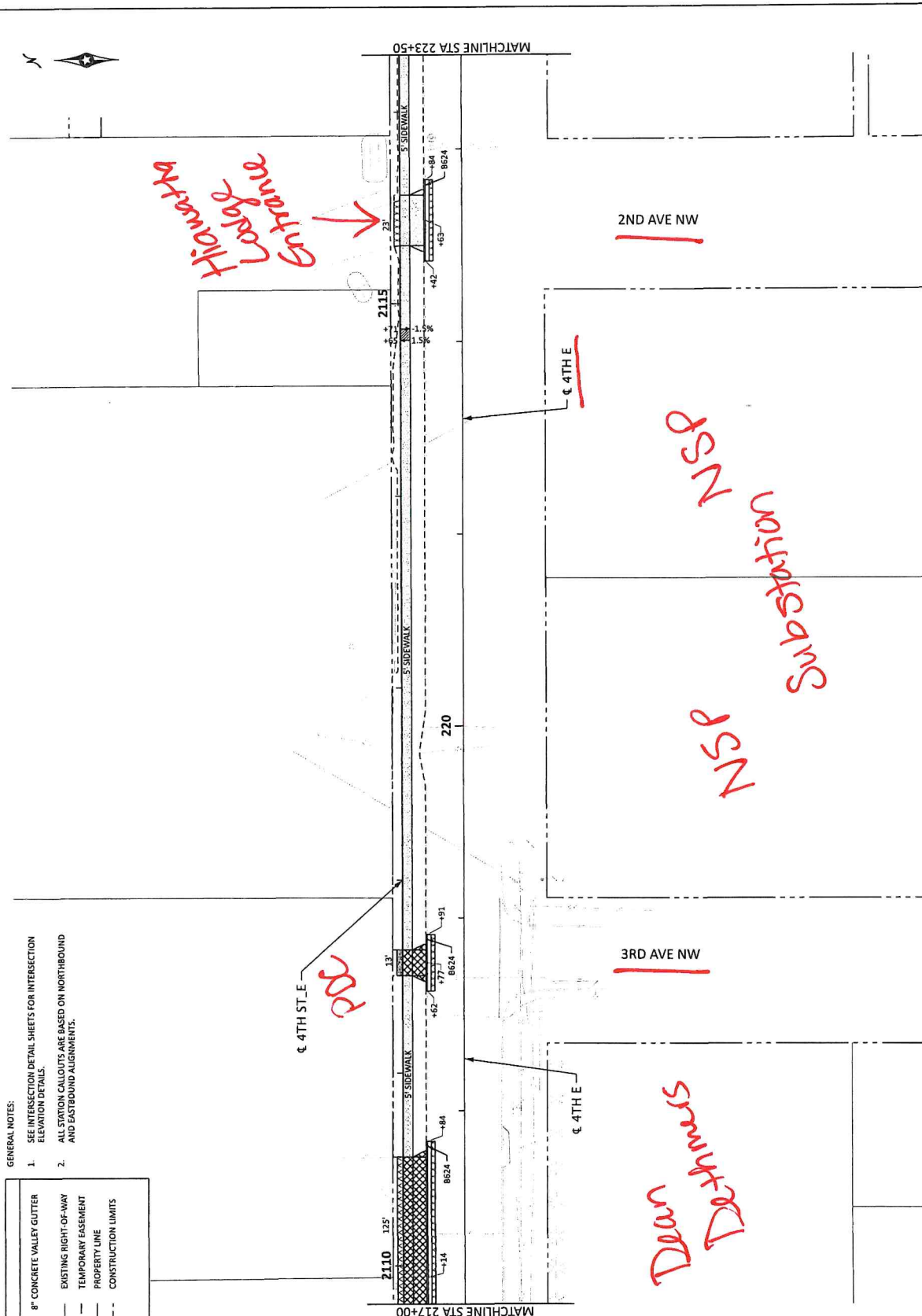
Section 11, Item A.

20



- GENERAL NOTES:
1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
  2. ALL STATION CALLOUTS ARE BASED ON NORTHBOUND AND DISTBOUND ALIGNMENTS.

LEGEND	
	8" CONCRETE VALLEY GUTTER
	6" CONCRETE WALK
	6" CONCRETE DRIVEWAY PAVEMENT
	8" CONCRETE DRIVEWAY PAVEMENT
	AGGREGATE SURFACING (CV) CLASS 5
	EXISTING RIGHT-OF-WAY
	TEMPORARY EASEMENT
	PROPERTY LINE
	CONSTRUCTION LIMITS



SHEET	71	S.A.P. 059-591-006	PIPESTONE SRTS
	126		
PROJECT	215	DATE	06/12/2025
	215		
DESIGN	215	BY	Justin Schmidt
	215		
CHECKED	215	DATE	06/12/2025
	215		
APPROVED	215	DATE	06/12/2025
	215		
CONSTRUCTION & DRAINAGE PLANS			

**BOLTON & MENK**

12224 NICOLLET AVENUE  
BURNINGWATER, MINNESOTA 55337  
Email: burnwater@bolton-menk.com  
www.bolton-menk.com



Drawn by: J. Schmidt, Checked by: J. Schmidt, Approved by: J. Schmidt, Date: 06/12/2025, Project: S.A.P. 059-591-006, Sheet: 71 of 126











Section 11, Item A.



**GENERAL NOTES:**

1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION ELEVATION DETAILS.
2. ALL STATION CALLOUTS ARE BASED ON NORTHBOUND AND EASTBOUND ALIGNMENTS.

### LEGEND

	TYPE SP 9.5 (FULL DEPTH)		8" CONCRETE VALLEY GUTTER
	6" CONCRETE WALK/ 6" CONCRETE DRIVEWAY PAVEMENT		EXISTING RIGHT-OF-WAY
	8" CONCRETE DRIVEWAY PAVEMENT		TEMPORARY EASEMENT
			PROPERTY LINE
	AGGREGATE SURFACING (CV CLASS 5)		CONSTRUCTION LIMITS

N HIAWATHA AVE

END CONSTRUCTION  
4TH E  
STA 226+28.47

N HIAWATHA AVE

4TH E

Pipestone  
Grain

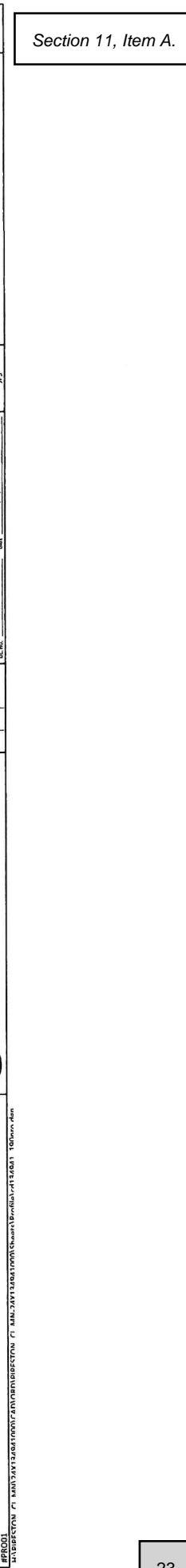
SHEET 72 OF 126	S.A.P. 059-591-006 PIPESTONE SRTS	INSTEAD 705 SAWN 705 GROUND	PROJECT: 2015-2016, SUPERSTOCKS, 1531 10TH AVE, CHANDLER AZ 85226 DRAWN BY: JASON WILSON AND TONY JAMA, CIVIL LICENSED PROFESSIONAL ENGINEERS UNDER THE LAWS OF THE STATE OF ARIZONA
	CONSTRUCTION & DRAINAGE PLANS		
			JUSTIN SCHMIDT <i>Justin Schmidt</i> 06/13/2016

12224 NICOLLET AVENUE  
BURNSVILLE, MINNESOTA 55337  
Phone: (952) 890-0509  
e-mail: BurnsVille@bolton-menk.com  
www.bolton-menk.com


**BOLTON  
& MENK**

A horizontal scale bar with alternating black and white segments. It is labeled '0', '25', and '50' at the top, and 'SCALE' and 'FEET' at the bottom.

**Default**



## MEMORANDUM

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

From: Jason M. Hill, City Attorney

Date: June 9, 2025

Re: Remote Meeting Participation

This memorandum addresses recent changes to Minnesota's Open Meeting Law with regard to the use of interactive technology (Zoom/remote participation) for meetings of the City Council and other boards and commissions. Specifically, the State made the following changes –

- Removed the requirement for members of a public body to provide notice of their remote location and for that location to be open to the public.
- Eliminated the three-meeting limit on remote participation by elected officials.
- Notice for all meetings (regular, special, emergency) are only required to include a provision that members of the body may participate remotely.

The recent changes also allow for public notices to be posted on a city's website in lieu of a newspaper, but only if the city's designated newspaper closes. All of the changes became effective on May 23, 2025 upon the approval by the Governor.

At this time, in order for council members and other members of boards and commissions can attend remotely if the following conditions are met –

- All members of the body participating in the meeting, wherever their physical location, **can hear and see** one another and **can hear and see** all discussion and testimony presented.
- At least one member of the body is physically present at the meeting location.
- Members of the public present at the meeting location **can hear and see** all discussion and testimony and all votes of members of the body.
- All votes are conducted by roll call.

- To the extent practical, people must be allowed to monitor the meeting electronically from a remote location.

With regard to notice, the following rules would apply (in addition to all of the requirements in Minnesota Statutes, section 13D.04) –

- Regular meetings – When the regular meeting schedule is adopted at the beginning of the year, it should include a provision stating, “Members of the \_\_\_\_\_ [governing body] may participate at meetings by interactive technology.” This assumes that all of the conditions above will be met.
- Special/emergency meetings – For a special/emergency meeting at which a member may participate remotely, the posted notice should include a provision stating, “Members of the \_\_\_\_\_ [governing body] may participate at the special meeting by interactive technology.” Again, this assumes that all of the conditions above will be met.

In this instance, if the City is able to meet all of the requirements above, I would recommend amending the 2025 meeting schedule to include the language above and use the same language going forward. Special and emergency meetings can be noticed as set forth above.

JMH

RESOLUTION 2025-37

RESOLUTION AMENDING AND RESTATING THE ESTABLISHMENT OF THE DAYS, TIMES AND PLACES OF REGULAR MEETINGS OF THE PIPESTONE CITY COUNCIL, COMMISSIONS, AND COMMITTEES DURING CALENDAR YEAR 2025.

BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota on December 16, 2024 adopted Resolution 2024-65: A RESOLUTION ESTABLISHING THE DAYS, TIMES AND PLACES OF REGULAR MEETINGS OF THE PIPESTONE CITY COUNCIL, COMMISSIONS, AND COMMITTEES DURING CALENDAR YEAR 2025; and

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that effective May 23, 2025 recent changes have been made by the Governor of Minnesota to Minnesota’s Open Meeting Law with regard to the use of interactive technology for meetings of the City Council and other boards and commissions; and

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that it has become necessary to amended Resolution 2024-65 by repealing and replacing the resolution with Resolution 2025-37: RESOLUTION AMENDING AND RESTATING THE ESTABLISHMENT OF THE DAYS, TIMES AND PLACES OF REGULAR MEETINGS OF THE PIPESTONE CITY COUNCIL, COMMISSIONS, AND COMMITTEES DURING CALENDAR YEAR 2025 as follows:

BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota that the regular meetings of the Pipestone City Council shall be conducted on the following days at 6:30 p.m. in the City Hall Council Chambers located at 119 2<sup>nd</sup> Ave. S.W. in Pipestone, MN 56164 during the calendar year 2025:

2025 CITY COUNCIL MEETING DATES		
Monday, January 6, 2025	Tuesday, January 21, 2025	Monday, February 3, 2025
Tuesday, February 18, 2025	Monday, March 3, 2025	Monday, March 17, 2025
Monday, April 7, 2025	Monday, April 21, 2025	Monday, May 5, 2025
Monday, May 19, 2025	Monday, June 2, 2025	Monday, June 16, 2025
Monday, July 7, 2025	Monday, July 21, 2025	Monday, August 4, 2025
Monday, August 18, 2025	Tuesday, September 2, 2025	Monday, September 15, 2025
Monday, October 6, 2025	Monday, October 20, 2025	Monday, November 3, 2025
Monday, November 17, 2025	Monday, December 1, 2025	Monday, December 15, 2025

and;

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that the members of the Pipestone City Council may participate at meetings by interactive technology; and

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that the regular meetings of the Pipestone City Utility Committee shall be conducted on the third Wednesday of each month at 2:30 p.m. in the City Hall Council Chambers located at 119 2<sup>nd</sup> Ave. S.W. in Pipestone, MN 56164 during the calendar year 2025; and



BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that all other commissions and committees will hold regularly scheduled meetings as stated in section 30.030 of the City Code Book during the calendar year 2025; and

BE IT FURTHER RESOLVED THAT any regular meeting may be cancelled or moved upon proper notice given as provided in Code Section 2.02 of the Pipestone City Code.

Passed and adopted by the City Council of the City of Pipestone this 16<sup>th</sup> day of June 2025.

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

ATTEST:

\_\_\_\_\_  
Deb Nelson  
City Administrator

RESOLUTION 2025-38

RESOLUTION ACCEPTING DONATIONS

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>
• Bob & Cecelia Bunkers	\$1,000 Memorial Donation to the Ewert Recreational 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 16<sup>th</sup> day of June 2025.

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

ATTEST:

\_\_\_\_\_  
Deb Nelson  
City Administrator



RESOLUTION 2025-39

A RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BEING DEVELOPED BY JOSE FERNANDEZ GARCIA AND MARIA FLORES GARIBAY; GRANTING THE ABATEMENT.

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

Section 1.     Authorization and Recitals.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”), is authorized to grant an abatement of the property taxes imposed by the City on a parcel of real property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the Pipestone Home Initiative (PHI) which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. Jose Fernandez Garcia and Maria Flores Garibay applied for a property tax abatement pursuant to the City’s Home Initiative on property legally described as Lot Two (2), Block Two (2), First Addition in Southwest Acres Subdivision to the City of Pipestone, Minnesota.
- 1.04. Pursuant to the Act, the Council on June 16, 2025, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Pipestone County Star, the official newspaper of the City.

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

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

Section 3.     Granting of Tax Abatement.

- 3.01. A property tax abatement (the “Abatement”) is hereby granted in respect of property taxes levied by the City on the property for three (3) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

- 3.02. The City shall provide the awarded abatement payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.
- 3.03. The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one (1) year following approval of the taxing authority’s resolution, whichever is first.
- 3.04. The abatement may be modified or terminated at any time by the City Council in accordance with the Act.

Passed and adopted by the City Council of the City of Pipestone this 16<sup>th</sup> day of June 2025.

Dan Delaney  
Mayor

ATTEST:

Deb Nelson  
City Administrator



Real People. Real Solutions.

1501

Section 12, Item D.

Suite 100  
Fairmont, MN 56031

Phone: (507) 238-4738  
Bolton-Menk.com

June 3, 2025

Honorable Mayor and City Council  
City of Pipestone  
119 Second Avenue S.W.  
Pipestone, MN 56164

RE: Project Recommendation and Bid Abstract  
Industrial Road Improvements  
Pipestone, Minnesota  
BMI Project No.: F18.116289

Honorable Mayor and City Council:

The bid letting for the above-referenced project was held on Monday, June 2, 2025, at 6:30 p.m. Five bids were received and read. In accordance with contract requirements, a unit price bid tabulation was prepared. Based upon the tabulation of actual unit prices, the low bidder for the project is Musch Construction of Pipestone, Minnesota. A breakdown of the total bid amounts and the engineer's estimate is as follows. A detailed tabulation of the bids is also included.

<u>Bidders</u>	<u>Total Amount Bid</u>
Musch Construction	\$248,600.25
Katzer Concrete	\$254,200.00
Big Al's Contracting, Inc.	\$295,797.50
ICON, LLC	\$368,485.00
Meidl Concrete Services	\$422,121.00
<i>Engineer's Estimate</i>	<i>\$250,000.00</i>

The total amount of the low bid is \$248,600.25 and we believe it would be in the City's best interest to proceed with these improvements at this time. We believe that the bids received are competitive and responsive.

Therefore, at this time, and with the understanding that the contractor will provide the necessary bonds and insurance as required by the contract, we recommend that the City proceed with this project and award the contract to Musch Construction in the amount of \$248,600.25.

Please feel free to contact me if you have any questions or need additional information.

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

**Travis L. Winter, P.E.**  
Principal Engineer

cc: Deb Nelson, City Administrator  
Encl.

ABSTRACT OF BIDS  
INDUSTRIAL ROAD IMPROVEMENTS  
PIPESTONE, MINNESOTA  
BMI PROJECT NO.: F18.116289

Bid Date: June 2, 2025 Bid Time: 6:30 PM						1		2		3	
ITEM NO.	ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		Musch Construction Pipestone, MN		Katzner Concrete Sioux Falls, SD		Big Al's Contracting, Inc. Sioux Falls, SD	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LUMP SUM	\$15,000.00	\$15,000.00	\$12,960.00	\$12,960.00	\$15,000.00	\$15,000.00	\$30,861.00	\$30,861.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,730.00	\$4,730.00	\$2,500.00	\$2,500.00
3	REMOVE AGGREGATE MATERIAL (EV) (P)	650.00	CU YD	\$10.00	\$6,500.00	\$15.65	\$10,172.50	\$26.00	\$16,900.00	\$20.35	\$13,227.50
4	SAWING CONCRETE PAVEMENT (FULL DEPTH)	50.00	LIN FT	\$3.00	\$150.00	\$12.00	\$600.00	\$12.00	\$600.00	\$10.00	\$500.00
5	REMOVE AND REPLACE CONCRETE CURB & GUTTE	50.00	LIN FT	\$50.00	\$2,500.00	\$46.00	\$2,300.00	\$52.00	\$2,600.00	\$58.00	\$2,900.00
6	SALVAGE AND RESET CASTING	3.00	EACH	\$750.00	\$2,250.00	\$1,100.00	\$3,300.00	\$340.00	\$1,020.00	\$350.00	\$1,050.00
7	CONCRETE PAVEMENT, 7.0"	3,325.00	SQ YD	\$53.00	\$176,225.00	\$63.35	\$210,638.75	\$60.30	\$200,497.50	\$69.50	\$231,087.50
8	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	44.00	EACH	\$5.00	\$220.00	\$16.00	\$704.00	\$21.00	\$924.00	\$23.00	\$1,012.00
9	DRILL AND GROUT REINF BAR (EPOXY COATED)	830.00	EACH	\$2.50	\$2,075.00	\$5.50	\$4,565.00	\$13.75	\$11,412.50	\$14.65	\$12,159.50
10	INLET PROTECTION	4.00	EACH	\$250.00	\$1,000.00	\$90.00	\$360.00	\$129.00	\$516.00	\$125.00	\$500.00
TOTAL AMOUNT BID:				\$206,920.00		\$248,600.25		\$254,200.00		\$295,797.50	

ABSTRACT OF BIDS  
INDUSTRIAL ROAD IMPROVEMENTS  
PIPESTONE, MINNESOTA  
BMI PROJECT NO.: F18.116289

Bid Date: June 2, 2025 Bid Time: 6:30 PM				4		5	
ITEM NO.	ITEM	APPROX. QUANT.	UNIT	ICON, LLC Dodge Center, MN		Meidl Concrete Services Kasota, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LUMP SUM	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00
3	REMOVE AGGREGATE MATERIAL (EV) (P)	650.00	CU YD	\$25.00	\$16,250.00	\$108.00	\$70,200.00
4	SAWING CONCRETE PAVEMENT (FULL DEPTH)	50.00	LIN FT	\$5.00	\$250.00	\$5.00	\$250.00
5	REMOVE AND REPLACE CONCRETE CURB & GUTTE	50.00	LIN FT	\$75.00	\$3,750.00	\$50.00	\$2,500.00
6	SALVAGE AND RESET CASTING	3.00	EACH	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00
7	CONCRETE PAVEMENT, 7.0"	3,325.00	SQ YD	\$95.00	\$315,875.00	\$95.00	\$315,875.00
8	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	44.00	EACH	\$15.00	\$660.00	\$19.00	\$836.00
9	DRILL AND GROUT REINF BAR (EPOXY COATED)	830.00	EACH	\$10.00	\$8,300.00	\$12.00	\$9,960.00
10	INLET PROTECTION	4.00	EACH	\$100.00	\$400.00	\$200.00	\$800.00
TOTAL AMOUNT BID:				\$368,485.00		\$422,121.00	

RESOLUTION 2025-40

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the 2025 Industrial Road Improvements Project, bids were received, opened and tabulated according to the law, and the following bids were received complying with the advertisement:

BIDDERS	TOTAL AMOUNT BID
Musch Construction	\$248,600.25
Katzer Concrete	\$254,200.00
Big Al’s Contracting, Inc.	\$295,797.50
ICON, LLC	\$368,485.00
Meidl Concrete Services	\$422,121.00
Engineer’s Estimate	\$250,000.00

AND WHEREAS, it appears that Musch Construction of Pipestone, Minnesota is the lowest responsible bidder.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota:

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Musch Construction of Pipestone, Minnesota for the 2025 Industrial Road Improvements Project according to the plans and specifications therefor approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Passed and adopted by the City Council of the City of Pipestone this 16<sup>th</sup> day of June 2025.

Dan Delaney  
Mayor

ATTEST:

Deb Nelson  
City Administrator

CITY OF PIPESTONE SAFE ROUTES TO SCHOOL (SRTS) PROJECT  
SAP 059-591-006 AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Pipestone, hereinafter referred to as the “City” and the County of Pipestone, hereinafter referred to as the “County”.

WHEREAS, the City has applied for an infrastructure grant through the State SRTS program for the extension and reconstruction of the pedestrian path along 4<sup>th</sup> Street NW (CSAH 26) and 8<sup>th</sup> Avenue NW (CSAH 15) in Pipestone, and

WHEREAS, the County has agreed to sponsor the project as adopted by the Pipestone County Board of Commissioners on January 9, 2024; and

WHEREAS, the County’s sponsorship is contingent on the City entering into an agreement with the County to further define, responsibilities, indemnification, financial responsibilities, and accountabilities;

NOW, THEREFORE, IT IS AGREED: If awarded the grant, the City will hire and fund a design consultant engineer and construction/inspection/testing consultant engineer to administer all aspects of the project and certifies that the consultant is properly staffed and equipped to perform the work; and

The City agrees to require said engineering consultant to abide by all Federal and State requirements as it pertains to this project and shall also require the engineering consultant to follow all directions and instructions from the County Engineer as it relates to meeting Federal and State requirements on the project; and

The County will cash flow the grant portion of the construction contract; and

The City will deposit with the County funds based on the estimated cost of the project not covered by the grant, plus 10% of the estimated cost of the entire project for contingencies prior to the County advertising for said project, and

Upon opening bids, the City will deposit with the County funds based on the bid results for such costs not covered by the grant, plus 10% of the bid amount of the entire project for contingencies prior to the County entering into a contract with the bidder, and

The County will reimburse the City within one month of the bid opening, any funds deposited with the County that were based on the estimated cost of the project in excess of the funds required bases on the bid amount as defined above, and

The County will reimburse the City within one month of final close out of the project, any funds deposited with the County that were not needed for said project, and

The City will cover any and all costs in excess of the available grant money for the project; and

The City will reimburse all costs incurred by the County for the project; and

The City will deposit with the County, any money anticipated to be due the contractor based on changes to the contract during construction that are not expected to be covered by the grant or the 10% contingency fund prior to the County making payment to the contractor; and

The City will provide documentation to the County every two weeks detailing approved contract payment quantities and amounts; and

The City and their consultants will provide the County all original contract documentation every two weeks as detailed by the Federal and State project requirements, and

The City agrees to pay for any contract payment items that are not properly documented or inspected if they become ineligible for grant payments due to the improper documentation and/or inspection, and

The City agrees to follow all federal and state aid requirements for construction of the work including but not limited to the requirements defined in Mn/Dot ADA requirements and will insure any and all consultants and partners do the same; and

The City agrees to participate and provide any required documentation needed for the project during the federal and/or state audit of the project; and

The City recognizes the project is a City project with limited involvement by the County as defined in the sponsorship resolution. The City will conduct all correspondence, negotiate all necessary agreements, change orders, supplemental agreements, and work orders with the Contractor including close-out of the project and provide regular and timely updates to the County; and

The City recognizes the County will need to enter into agreement(s) with MNDOT and many of the County's duties and responsibilities defined in said agreement(s) will be the obligation of the City and the City hereby again agrees to the terms and obligation of said MNDOT Agreements, and

The City will pay for all legal fees if any, relating to close-out of the project; and

The City and County recognizes that the infrastructure constructed under this project is owned by the City and all maintenance and future repair and replacement will be the responsibility of the City; and



The City recognizes that the County will not alter its existing snow plowing and maintenance routine within the project areas under this agreement. Any additional snow removal or maintenance created will be the sole responsibility of the City.

The City and/or the City's engineering consultant will develop plans and specification for the project signed by a Minnesota licensed professional engineer as required by Mn/Dot and FHWA. The County Highway Engineer's signature as may be required on the plans and/or specifications will be for funding purposes only (no review of or compliance to federal and state requirements will be implied), and

The City and/or the City's engineering consultant will acquire all needed right-of-way in accordance with federal and state requirements for the project and provide the required right-of-way certifications, and

The City and/or the City's engineering consultant will develop, submit, and complete all needed reports and documents as required by MN/DOT and FHWA. Any needed signatures as may be required on the reports and documents by Pipestone County will be for procedural purposes only (no review of or compliance to federal and state requirements will be implied), and

The City and/or the City's consultant will develop, distribute, coordinate, all bid documents for the bidding process including but not limited to developing the advertisement for sealed bids, mailing of plans and specs to potential bidders, developing and mailing any addendums to potential bidders, maintaining a plan holders list, and identifying themselves as the contact to answer questions as it relates to the bid documents and project, and

The County of Pipestone will publish the advertisement for sealed bids in the official county newspaper, collect the bids in the office of the County Auditor, review bids at the time of bid opening for sufficient bid bond requirements, review bids at the time of bid opening for correct unit pricing, consult with the City of Pipestone prior to awarding said bid/contract, and provide a bid tabulation after the bid opening, and

The City will indemnify and hold harmless the County, its officers, and employees from any claim, liability, cost or loss of revenue due to the actions or non-action by the City or the City's consultant (including but not limited to, future withholds of federal and/or state money due to the failure of the City or the City's consultant to properly follow federal and state requirements for project documentation/procedure, material testing, material certification, or pay item documentation on the project).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Chairman of the County Board

ATTEST:

\_\_\_\_\_  
County Administrator

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Mayor of the City Council

ATTEST:

\_\_\_\_\_  
City Administrator

TIF District 13  
Reimbursement Request for New Furnace  
Volunteers In Mercy  
\$2,547.02

<u>Bills</u>		
•	4,797.89	+
•	261.30	+
•	34.85	+
	5,094.04	*

Total Project cost	5,094.04	÷
	2	=
	<u>2,547.02</u>	- 50% Reimbursement Request

# Invoice

## Quist Plumbing & Heating, Inc.

421 2nd St. NW  
Pipestone, MN 56164

Date	Invoice #
5/6/2025	41574

<b>Bill To</b>
Volunteers In Mercy Jan Schelhaas PO Box 22 Edgerton, MN 56128

<b>Ship To</b>

Customer E-mail	Job/P.O.	Terms
volunteersinmercy@gmail....		EOM Net 10th

Description	Qty	Rate	Amount
RUUD 115MBH 95% Multi Posit Endeavor Furnace Model# R951V1155A24M4/Serial# W11259933	1	2,767.00	2,767.00
24"x36"x2" Plastic Air Furnace Pad	1	50.94	50.94
Transition Fitting	3	45.00	135.00
Chimney parts, gas pipe, drain pipe	1	500.00	500.00
PRO1 T701 Non-Programable RUUD Thermostat	1	53.06	53.06
M4R Condensation Pump 15' 115V	1	91.89	91.89
Labor	16	75.00	1,200.00
***If Electrical Is Needed It is Not Figured			

\*\*\*If you would like Invoices & Statements emailed please reply YES to quistplumbing@gmail.com include first & last name or company name.

A finance charge of 18% per year, 1.5% per month will be charge on all overdue accounts.  
\$1.00 minimum.

**Total** \$4,797.89

**Payments/Credits** \$0.00

**Balance Due** \$4,797.89

Phone #	Fax #	E-mail
507-825-3996	507-825-3996	quistplumbing@gmail.com

# Jer's Electric Inc.

589 State Hwy 30  
PIPESTONE, MN 56164

507-825-2879

# Invoice

Date	Invoice #
5/3/2025	5500

Bill To
VIM Thrift Store PO Box 22 Edgerton, MN 56128

Project		P.O. No.	Terms
Wire new furnace			Net 30
Quantity	Item	Rate	Amount
1	1900 box Deep	2.87	2.87
1	IND Cover	5.88	5.88
1	Receptacle GFI	21.88	21.88
1	Switch SP 20A	7.05	7.05
16	THHN #14	0.20	3.20
27	THHN #12	0.30	8.10
6	Wirenuts	0.19	1.14
2	Halfstrap 1/2"	0.69	1.38
7	Flex 1/2"	1.38	9.66
1	Flex conn. 1/2"	2.14	2.14
1	State Inspection Fee	52.00	52.00
	Labor	146.00	146.00
Thank you for your business!		<b>Payments/Credits</b> \$0.00	<b>Total</b> \$261.30

Accounts over 30 days will be charged 1 1/2% per month

## Statement

DATE \_\_\_\_\_

5/6/2025

PIPESTONE BUILDING MATERIALS INC  
PO Box 424 - 812 Industrial Rd.  
Pipestone, MN 56164

Phone 1-507-825-6358  
Fax 1-507-825-6386

BILL TO

Volunteers in Mercy  
C/O Jan Schelhaas  
PO Box 22  
Edgerton MN MN 56128

TERMS	DUE DATE	AMOUNT DUE	AMOUNT ENC.
<b>EOM Net 10th</b>	<b>6/10/2025</b>	<b>\$34.85</b>	

DATE	AMOUNT	BALANCE	DESCRIPTION		
04/06/2025		0.00	Balance forward		
04/30/2025	53.05	53.05	INV #228588.		
05/02/2025	-18.20	34.85	CREDMEM #228649.		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
34.85	0.00	0.00	0.00	0.00	\$34.85

**18% APR On All Accounts Over 30 Days, Minimum Charge \$5.00, All Bills Due 10th of Month  
YOU WILL BE RESPONSIBLE FOR ALL COLLECTION COSTS ON OVER DUE ACCOUNTS**

**Any Account OVER 60 DAYS PAST DUE Will BE SUSPENDED from charging and may result in loss of account.**  
**Credit Card Payments on Accounts will be charged a 3.95% Service Charge**

# PIPESTONE



## BUILDING MATERIALS, INC.

Phone: 507-825-6358 Fax: 507-825-6386  
P.O. Box 424 • 812 Industrial Road • Pipestone, MN 56164

F.O. NUMBER

Section 12, Item G.

INVOICE	DATE	NUMBER
	4/30/2025	228588

Bill To

Volunteers in Mercy  
c/o Miguel Acevedo  
312 3rd Ave SE  
Pipestone MN 56164

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
2	HPC Solar Seal 900 #953 White	8.95	17.90T
2	12 oz Great Stuff Minimal Expanding Foam	9.25	18.50T
0.25	4x8-3/4" Treated Plywood	66.61	16.65T

THANK YOU! WE APPRECIATE YOUR BUSINESS.  
NO RETURNS ON SPECIAL ORDER ITEMS

Received By:

Subtotal	\$53.05
TAX (0.0%)	\$0.00
Total	\$53.05

# PIPESTONE



## BUILDING MATERIALS, INC.

Phone: 507-825-6358 Fax: 507-825-6386  
P.O. Box 424 • 812 Industrial Road • Pipestone, MN 56164

Section 12, Item G.

	DATE	NUMBER
Credit Memo	5/2/2025	228649

Credit To

P.O. NO.

Volunteers in Mercy

C/O Jan Schelhaas

PO Box 22

Edgerton MN MN 56128

QTY	DESCRIPTION	PRICE EACH	AMOUNT
-1	12 oz Great Stuff Minimal Expanding Foam	9.25	-9.25T
-1	NPC Solar Seal 900 #953 White	8.95	-8.95T

THANK YOU! WE APPRECIATE YOUR BUSINESS.  
NO RETURNS ON SPECIAL ORDER ITEMS

Received By:

Subtotal	-\$18.20
Tax (0.0%)	\$0.00
Total	-\$18.20



## 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 –

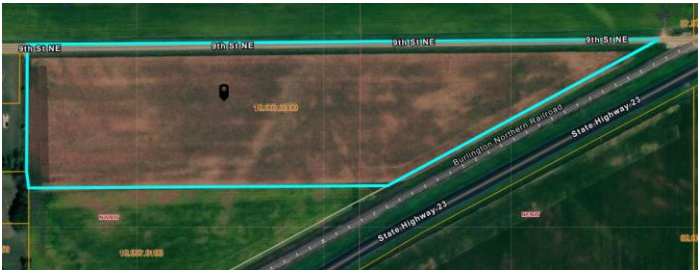
- the required number of property owners have signed the petition, if initiated by the property owners;
- the property is rural in character and not developed for urban residential, commercial or industrial purposes;
- the property is within the boundaries of the city and abuts a boundary;
- the detachment 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**

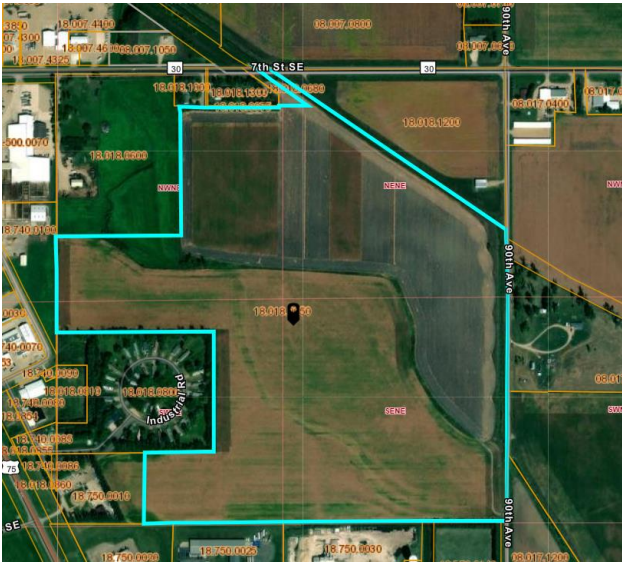
The proposed detachment includes two parcels on the eastern edge of the City owned by Thomas and David Nelson, including:

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

**ALCOHOL AND BEVERAGE DISPENSER AGREEMENT  
HIAWATHA LODGE  
HIAWATHA PAGEANT PARK**

This Alcohol and Beverage Dispenser Agreement ("Agreement") is hereby made and entered into by and between the City of Pipestone, a Minnesota municipal corporation (hereinafter "City") and TallyHoKoffie/Gray Wolf (hereinafter "Contractor"), a Minnesota Licensed Caterer, on this 16<sup>th</sup> day of June 2025.

WHEREAS, the City finds it necessary to retain the services of Contractor to provide alcohol and beverage dispenser services for the City-owned Hiawatha Lodge.

WHEREAS, the City desires to engage the Contractor to provide said services pursuant to the conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work. The Contractor has been retained by the City to provide alcohol and beverage dispenser services ("Services") at the Hiawatha Lodge ("Lodge"). These services can be provided by a contractor with an approved Caterer's Permit with Alcohol issued by the State of Minnesota. Subcontracting of the Services outlined is permitted provided that subcontractor also has a Caterer's Permit with Alcohol approved by the State. A further description of services to be provided by Contractor is included herein as Attachment A, and incorporated herein as part of this Agreement.
2. Address and Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of the Contractor is:

TallyHoKoffie/Gray Wolf [Company]  
845 main st [Address]  
Edgerton, MN 56128 [Address]  
 Business Phone: 507-631-7557  
 Cell Phone: [REDACTED] [Individual]

3. Term. This Agreement shall be effective from the date first entered above and terminate December 31, 2025 or pursuant to the termination provision herein.
4. Notice of Intent to Renew. On or before November 1, 2025, the Contractor shall notify the City in writing if it does not intend to provide liquor services at the Lodge for 2026. The provisions of this section do not restrict or prohibit the City's ability to terminate the Agreement in accordance with Section 6 below.
5. Performance Review. This Agreement will be reviewed on or before December 1, 2025 by the City. If any deficiencies are noted during the review process, the Contractor may be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

6. Termination. The City may terminate this Agreement, with or without cause, upon thirty (30) days written notice, except that if the Contractor is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, the City has the right to terminate this Agreement immediately upon written notice of termination. If notified of termination, the Contractor shall immediately cease performing the Services. The Contractor will be paid for Services properly rendered prior to the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.
7. Conflict of Interest. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this Agreement and those documents incorporated by reference, the terms and condition of this Agreement shall govern.
8. Independent Contractor. The Contractor and its employees are not employees of the City. Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship as employer/employee, co-partners, or a joint venture between the City and the Contractor. It is agreed that the Contractor and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City. The manner in which the Services are performed shall be controlled by the Contractor; however, the nature of the Services and the results to be achieved shall be specified by the City.
9. Non-Agency. The Contractor, as an independent contractor, shall not be considered an agent or servant of the City for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the City. To the extent applicable and contemplated in the delivery of the Services, the Contractor may apply for and obtain needed permits on behalf of the City at Contractor's own cost.
10. Data Practices. The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable laws relating to data privacy or confidentiality. The Contractor will immediately report to the City any data requests from third parties relating to this Agreement. The City agrees to work with the Contractor to respond to the data request. The Contractor agrees to defend and hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure, use or failure to produce.
11. Audit. The Contractor agrees that the City, the Minnesota State Auditor, and Minnesota Legislative Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.
12. Contractor Representations. The Contractor represents and warrants, as inducement to the City to enter into the Agreement, as follows: (a) it has the legal authority to enter into this Agreement; (b) the person(s) executing this Agreement on behalf of the Contractor is duly



authorized to enter into this Agreement and to bind the Contractor to its terms; (c) all of the documents that constitute this Agreement are valid and binding on the Contractor; (d) it will comply with the terms and conditions of this Agreement; (e) it has the necessary licenses, personnel, experience, skill, tools, and equipment to complete the Services in accordance with the standards and timelines established in this Agreement; and (f) it is not involved in or aware of any action, claim, suit, or proceeding that is reasonably anticipated to interfere with Contractor's ability to provide the Services in accordance with the terms of this Agreement.

13. Not Exclusive. This Agreement does not constitute an exclusive contract between the City and the Contractor. The City remains free to contract for similar services from other consultants and the Contractor remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of Services under this Agreement.
14. Amendments. No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
15. Taxes. The Contractor acknowledges that it, and it alone, shall be liable for and shall pay, the applicable gross receipts and all other taxes due on all monies paid to it under this Agreement and that the City shall have no liability for payment of such tax. The Contractor also acknowledges that it, and it alone, shall be liable to the State and Federal governments and/or their agencies for income and self-employment taxes required by law and that the City shall have no liability for payment of such taxes or amounts.
16. Indemnification. The Contractor agrees to defend, indemnify and hold harmless, the City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services specified in this Agreement and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by the City of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.
17. Insurance. The Contractor agrees to at all times during the term of this Agreement, have and keep or cause to have and be kept in force, and to cause all Contractors and subcontractors to do likewise, the following insurance coverages with at least the following limits:
  - (a) Liquor Liability Insurance in amounts of at least equal to the requirements set forth by Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division requirement for a Caterer's Permit with Alcohol.
  - (b) Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

Limits

General Annual Aggregate	\$2,000,000
Products-Completed Operations	\$1,500,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence –	
Combined Bodily Injury and Property Damage	\$1,500,000

(c) Workers' Compensation and Employer's Liability:

(1) Workers' Compensation	Statutory
If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
(2) Employer's Liability. Bodily Injury by:	
Accident – Each accident	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

The required coverage limits may be achieved through an excess or umbrella policy, provided such policy provides the same scope of coverages as the underlying policy. The insurance must be maintained continuously for a period of at least one year after the termination of this Agreement. The Contractor shall have the City named as an additional insured on its commercial general liability policy. The Contractor shall provide the City a certificate of insurance showing the required coverages, insurance limits, and additional insured endorsement before undertaking any Services under this Agreement. The Contractor will require that any subcontractors furnish certificates of insurance to the Contractor of the insurance coverages listed above, and provide updated certificates as coverages expire. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance that may be needed to satisfy its indemnification obligation or other obligations in connection with this Agreement. Copies of policies will be submitted to the City upon written request.

18. Assignment and Subcontracting. The Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without prior notification and approval of the City.
19. Default by Contractor. Unless excused by City's default, the occurrence of an uncontrollable circumstance, or City issuing a written waiver of default, each of the following shall constitute default on part of the Contractor:
  - (a) The written admission by the Contractor that it is bankrupt; or filing by Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) days;
  - (b) The making of any arrangement with or for the benefit of Contractor's creditors involving an assignment to a trustee, receiver or similar fiduciary;



- (c) Making a material misrepresentation in any of the documents submitted by the Contractor or in any other provisions or conditions relied upon in the making or modification of the Agreement;
  - (d) The Contractor is found to persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
  - (e) Failure to make satisfactory progress towards completion of the Services; or
  - (f) Failure to perform any other material provision of the Agreement.
20. Withholding of Payment. Notwithstanding any other provision of the Agreement, the City may withhold, without penalty or interest, any payment which becomes due after notice of default is given, until the default is excused, waived in writing, cured, or the Agreement is terminated. The City shall not be responsible for paying any portion of the withheld funds upon translation for the Contractor's default if the services for which payment is being sought were deficient or are not usable by the contractor hired to complete the Services.
  21. No Waiver. If the City fails to enforce any provisions of this Agreement, such failure does not waive the provision or the City's right to enforce it.
  22. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the court's findings.
  23. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.
  24. Applicable Law. This Agreement shall be governed by the laws of the State of Minnesota and the ordinances, resolutions, rules and regulations of the City. Any legal proceeding brought against the City arising out of this Agreement, shall be brought before the Fifth District Court, Pipestone County, State of Minnesota.
  25. Applicable Liquor and Licensing Law. The Contractor is responsible for complying with all federal, state, and local laws encompassing the purchase, sale and transportation of liquor and shall protect and defend the City's interest.
  32. Compensation and Consideration. No compensation shall be paid by the Contractor to the City. No compensation shall be paid by the City to the Contractor. Consideration for this Agreement is granting Tally Hokoffie / Gray [Company's] use of the Lodge at no charge.  
wdr

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CONTRACTOR**



By: Patti VanEssen

Its: Owner

**CITY OF PIPESTONE**

\_\_\_\_\_  
By: Dan Delaney, Mayor

\_\_\_\_\_  
By: Deb Nelson, City Administrator

## ATTACHMENT A

Tally Ho Koffee / Gray Wolf (hereafter Contractor) agrees to the following supplemental Scope of Work for the provision of Alcohol and Beverage Dispenser Services at the City of Pipestone's Hiawatha Lodge.

1. The Contractor shall provide Alcohol and Beverage Dispenser service to events at the Hiawatha Lodge as authorized and coordinated by the City.
2. Contractor shall provide the City with a PDF electronic file and hard copy to be placed at the City offices, which includes a description of the Alcohol and Beverage Dispenser services provided, menus, business cards, price listings, and other information the Contractor wishes to provide to the client.
3. Information provided by the Contractor may be used on the City of Pipestone website. The Contractor shall provide professionally printed Alcohol and Beverage Sale Prices at the serving station.
4. The Contractor is responsible for installing replacement trash bags, breaking down all cartons and removing all trash, garbage, decorations, food and drink from the Hiawatha Lodge that was provided by the Contractor for the performance as the duties of the Contractor.
5. The Contractor shall not block any interior access points and comply with the fire code.
6. It is the Contractor's responsibility to report any violations of law and to notify the City of any such violations and reports.
7. The Contractor shall be required to train their employees on appropriate behavior and courtesies when providing alcohol and beverage dispenser services at the Hiawatha Lodge.
8. Contractor shall ensure that a sufficient number of employees are provided for each event to ensure alcohol and beverage dispenser service is provided in a timely manner and that the area used by the Contractor for the dispensing of the liquor (bar area and storage area for liquor) is cleaned up promptly following each event.
9. Illegal drugs and alcohol consumption by Contractor or employees and staff is not allowed in or on City property when using City facilities; violation of this policy is grounds for immediate termination of this contract.
10. No office space will be made available for use by Contractor.
11. Locked storage will be made available to the Contractor for the storage of supplies to provide alcohol and beverage dispenser service.
12. Contractor shall coordinate with the City all scheduled times whenever they expect to be in the Hiawatha Lodge. In particular, event set up times for both the Hiawatha Lodge and Contractor must be coordinated in advance so that appropriate scheduling can be developed.

13. The Contractor shall provide written responses to customer complaints and/or negative customer evaluations within five (5) working days with copies of both the complaints and responses forwarded to the City.
14. The Contractor shall offer a Minnesota produced beer as required by Minnesota Statute 340A.909.
15. The Contractor shall notify law enforcement prior to any event as required by Minnesota Statute 340A.404, Subd. 12(d).