



City Council Regular Meeting Agenda

August 03, 2026 at 6:30 PM

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

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

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

5. ****Approval of Minutes**

[A.](#) July 20, 2026 Regular Meeting Minutes

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

[A.](#) Faith Hernandez

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

A. Public Hearing: 2027 Budget Public Input

[B.](#) Public Hearing Regarding Proposed Property Tax Abatement

C. Bid Opening: Pipestone Municipal Airport Fuel Systems Replacement Project

8. **Legal**

9. **Engineering**

[A.](#) 2026 Street and Utility Improvements Project Pay Request No. 1

[B.](#) 2026 Lead Service Line Replacement Project Pay Request No. 1

10. ****Financial**

A. Payment of Claims-Listing of Bills

11. **Old Business**

12. **New Business**

- A.** Council Response to Jodie Jensen Community Concern
- B.** Resolution 2026-41: Resolution Relating to Property Tax Abatement for the Public Street Improvements; Granting the Abatement
- C.** Resolution 2026-42: Resolution Awarding the Sale of General Obligation Bonds, Series 2026A, in the Original Aggregate Principal Amount of \$[3,130,000]; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment
- D.** City of Pipestone Federal Lands Access Program (FLAP) Project SP 059-615-051 Agreement
- E.** Memorandum of Understanding Between Southwest Health and Human Services Agreement and the City of Pipestone
- F.** Coborn's 3.2 Off-Sale Beer License
- G.** Church of God Dance License:

13. Council Liaison Reports

14. Closing Comments

15. Adjournment

Pipestone, Minnesota
July 20, 2026

Pursuant to due call and notice thereof, a regular meeting of the Pipestone City Council was duly held in-person and via Zoom in the Municipal Building at 6:30 p.m. on the 20th day of July 2026. Mayor Dan Delaney called the meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Scott Swanson, and Danielle Thompson. Absent: Verdeen Colbeck. Others present: Kyle Kuphal, Museum Director Susan Hoskins, Senior Center Treasurer Steve Weets, Economic Development Authority Director Justin Schroyer, Chamber Director Erica Volkir, Cable Access Coordinator Steve Moffitt, Jodie Jensen, Krista Vanderwahl, Matt Roscoe, Brianna Jensen, City Administrator Stephanie LaBrune, and City Clerk Megan DeWitte, with Mojra Hauenstein, Travis Winter and City Attorney Jason Hill via Zoom.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA – ADDITIONS, CHANGES OR DELETIONS

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

CONSENT AGENDA

Mayor Delaney stated the Consent Agenda contains the July 2, 2026 Regular Meeting Minutes, the Payment of Claims-Listing of Bills and the June Financial Reports and asked if there was any discussion regarding these items.

Motion was made by Smidt, seconded by Thompson and unanimously carried to approve the Consent Agenda which consisted of the July 2, 2026 Regular Meeting Minutes, Payment of Claims-Listing of Bills in the amount of \$1,471,965.90 for warrants #077871 to #077987, and the June Financial Reports.

COMMUNITY CONCERNS

Jodie Jensen of 606 2nd St. NW approached the council with concerns for her daughter Brianna Jensen’s training and why her daughter isn’t being paid for her mileage and time spent at the training to become a “Water Safety Instructor” (WSI) lifeguard at the Pipestone Family Aquatic Center. Jensen stated that according to the Personnel Policy, employees are encouraged to take advantage of training opportunities. Jensen stated that she is seeking clarification on what was stated in the response letter Administrator LaBrune had sent stating that it was not a required training and did not have prior approval.

LaBrune did explain that any returning lifeguard is encouraged to take their WSI training and the city would pay for the cost of the certification training. LaBrune stated this is the first time a request for mileage reimbursement and paid training hours has come up in regards to this training and that it came after the training was done so it did not have prior approval.

QUARTERLY REPORTS

Airport- Absent

Housing and Redevelopment Authority- Absent

Senior Center- Senior Center Treasurer Steve Weets reported the Center currently has 129 members.

Museum- Museum Director Susan Hoskins shared updates on the Moore Block sandstone repair and the Ferris Grand Project.

Chamber of Commerce- Chamber Director Erica Volkir reported on several events the Chamber hosted over the past several months and shared several upcoming events including a ribbon cutting event.

Economic Development Authority- Director Schroyer shared updates on residential blight projects that have been completed by the homeowners and ideas that the EDA is working on in the near future.

OLD BUSINESS

On July 15th, Mayor Delaney, Administrator LaBrune and Community Development Director Schroyer met with the Pipestone Area Community Foundation board. The Foundation agreed to support the Carnegie Hall roof project and have started a 250 for 250 campaign. (\$250,000 for 250 years). Their fundraising efforts will go towards the roof project with any remaining money that is raised to be used towards the Carnegie Library building.

NEW BUSINESS

Request for Council Action: Pipestone County Fair Board- Delaney shared that staff has received a request from the Pipestone County Fair Board for council to wave the rental fees for the 60-65 picnic tables to be used for the Pipestone County Fair which the City has done numerous times in the past.

Motion was made by Swanson, seconded by Smidt, and unanimously carried to approve waiving the picnic table rental fees for the Pipestone County Fair Board.

Recreation Board Recommendations- Delaney stated that at the last two recreation board meetings, the board has discussed increasing Lifeguard and WSI Certified Lifeguards wages in effort to recruit and retain good employees. Upon the wage study, Rec Director Petersen and the Recreation Board are requesting that council consider increasing admission fees from \$3.00 to \$5.00 and also increasing the lifeguard wages the wages during the 2027 budget.

Motion was made by Swanson, seconded by Thompson, and unanimously carried to approve consideration of increasing the lifeguard wages and admission fees during the budget sessions for the 2027 season.

Community Survey Results & Planning-LaBrune shared results from the Community Recreation survey. LaBrune shared that 370 people responded to the survey and that she has received a few preliminary sketches and plans to what the potential new Recreation Center building could look like.

Bolton & Menk Planning Services Proposal- LaBrune shared a recommendation to the council to approve the planning services from Bolton & Menk's experienced planning staff to support the city's immediate and long-term development priorities and goals.

Mojra Hauenstein from Bolton & Menk introduced herself and stated that she would specialize in updating the zoning code, train staff and commission members, and that our partnership could be for a 6-month trial period and then re-evaluate in February.

Motion was made by Smidt, seconded by Thompson, and unanimously carried to approve the partnership with Bolton & Menk Planning Services and to re-evaluate the city's need for the relationship in February 2027.

Commercial Tax Abatement Policy- Delaney shared that city staff has made updates to the city's economic development tax abatement policy. Staff is recommending the council approve the new policy that will serve as another incentive program to help bring new businesses to Pipestone.

Motion was made by Swanson, seconded by Thompson, and unanimously carried to approve the new Commercial Tax Abatement Policy.

Personnel Policy Amendment- Delaney said that staff has requested an amendment to the personnel policy to have overtime and comp time earned on a daily basis rather than a weekly basis. The on-call staff are losing their overtime rate due to using vacation or sick time during their on-call week. Delaney stated that Pipestone County also utilizes this practice for their staff.

Motion was made by Thompson, seconded by Smidt, and unanimously carried to approve the Personnel Policy amendment to have overtime and comp time accrue daily and that paid time off collects as hours worked.

Resolution 2026-39: A Resolution Accepting Donations- Delaney shared that this Resolution accepts the following donations from:

- Deb Schroeder \$25 for general use.
- Sioux Valley Energy \$1,000 grant to purchase Communication Boards for the parks department.
- Grow SW MN/ Sioux Valley Energy \$800 grant to help with the purchase of a new Swing Set at Dr. Gerald Kennedy Park.

Motion was made by Swanson, seconded by Thompson, and unanimously carried to approve Resolution 2026-39: A Resolution Accepting Donations.

Resolution 2026-40: A Resolution Governing Write-In Vote Counting- Delaney shared that if approved this Resolution would save time for future elections in regards to write-in candidates for city office. This resolution would approve only recording write-in votes if they are equal to or greater than the fewest number of non-write-in votes for the same office.

Motion was made by Thompson, seconded by Smidt, unanimously carried to approve Resolution 2026-40: A resolution Governing Write-In Vote Counting.

COUNCIL LIAISON REPORTS

Administrator LaBrune- LaBrune shared updates on action items and projects she has been working on over the past month with department heads and other contractors for local projects currently underway.

Delaney- Delaney shared updates from the commissions he attended over the past month.

Swanson- Swanson shared updates from the utility meeting.

Smidt- No updates to share.

Colbeck- Absent

Thompson- July 8th Recreation Board Meeting and all the recommendations were brought to the council tonight.

CLOSING COMMENTS

Thompson reminded everyone of the Ambulance Chili Feed Fundraiser and grant applications are open for giving out local AED and first aid kits. Applications are due by July 31st, 2026.

ADJOURNMENT

Motion was made by Swanson, seconded by Thompson, and unanimously carried to adjourn the meeting at 8:07pm.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

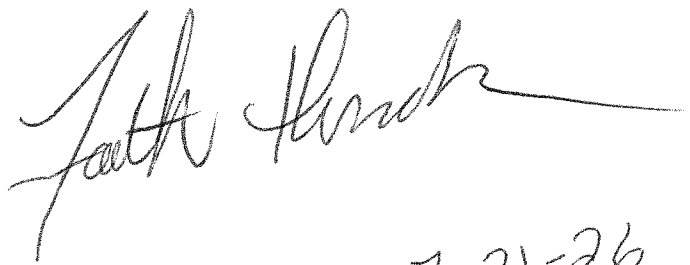
Community Concerns

Water is Life

No American, let alone citizen of Pipestone, should ever be disconnected from a source of something necessary for life, simply because they cannot pay their water bill. Under international law, the Un General Assembly Resolution 64/292 passed July 28, 2010 human right to water and sanitation is recognized as a human right and as essential for the full enjoyment of life and all human rights. This right to water is protected under treaties like the 1979 Convention on the Elimination of All forms of discrimination against women(CEDAW) and the 1989 Convention on the Rights of the Child(CRC). Although the United States did not ratify this extremely important right and instead regulates it as a commodity and public utility, that does not mean, as a community we should not also recognize this basic right, especially with so many families being affected in Pipestone.

The water rates have risen at an unsustainable rate. I say unsustainable, because behind my own payment plan effort, there were three families in line behind me to try to keep themselves from being disconnected to a source of life. This affects the low- income and marginalized communities the most. It places families at risk of neglect through no fault of their own, aside from utilities being so high and an inability to keep up with them, or the high prices to be reconnected to a source necessary for life. A person cannot clean, cook, bathe or live without water. It poses public health risks and disproportionately effects low income households. It can lead to housing instability and can lead to family separation and homelessness – for example, having to send our children to the homes of family members, because your home has no water.

About a year or so ago, I was asked my opinion on the idea for a new pool. If our city has enough money to contemplate another pool, which takes water, there is no reason that our city is unable to ensure that its citizens remain with running water. Other cities have implemented income-based water plans, among other solutions. If our water is costing us almost \$200 dollars per household, then we do not have the most efficient processes that we could, if other places are able to operate on less. Access to water is a human right, and with accusations already pertinent to attempts to gentrify and push out the marginalized, this does not help that image as a community.


7-21-26

Submit by: July 17, 2026
Publish: July 23, 2026

NOTICE OF PUBLIC HEARING
CITY OF PIPESTONE, MINNESOTA

NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT

NOTICE IS HEREBY GIVEN that the City Council of the City of Pipestone, Minnesota (the “City”), will meet on Monday, Monday, August 3, 2026, at or after 6:30 p.m. in the Pipestone City Council Chambers, located at City Hall at 119 – 2nd Ave. SW, Suite 9, Pipestone, MN, to hold a public hearing concerning the proposal that the City abate property taxes levied by the City pursuant to Minnesota Statutes, section 469.1812 to 469.1815, on the properties identified as tax parcel numbers:

Parcel Number	Address
18-720-1230	122 - 7th Ave. SE
18-720-2040	206 7th Ave SE
18-810-0360	609 - 8th Ave SW

The total amount of the taxes proposed to be abated by the City on the above properties for up to a 10-year period, beginning with taxes payable in 2027, is estimated to be not more than \$160,000. The City Council will consider the property tax abatement in connection with issuing general obligation bonds to finance the improvements to 7th Ave. SE.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF PIPESTONE, MINNESOTA

_____/s/ Megan DeWitte_____
City Clerk

Contractor's Application for Payment

Owner:	<u>CITY OF PIPESTONE</u>	Owner's Project No.:	<u></u>
Engineer:	<u>BOLTON & MENK, INC.</u>	Engineer's Project No.:	<u>25X139714</u>
Contractor:	<u>DUININCK, INC.</u>	Agency's Project No.:	<u></u>
Project:	<u>2026 STREET & UTILITY IMPROVEMENTS</u>		
Contract:	<u>2026 STREET & UTILITY IMPROVEMENTS</u>		
Application No.:	<u>1</u>	Application Date:	<u>8/3/2026</u>
Application Period:	From <u>6/26/2026</u>	to	<u>7/25/2026</u>

1. Original Contract Price	\$	1,992,927.05
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,992,927.05
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	490,824.70
5. Retainage		
a. <u>5%</u> X <u>\$ 490,824.70</u> Work Completed	\$	24,541.24
b. <u></u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	24,541.24
6. Amount eligible to date (Line 4 - Line 5.c)	\$	466,283.46
7. Less previous payments		
8. Amount due this application	\$	466,283.46
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	1,502,102.35

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Duininck, Inc.

Signature: _____

Date: _____

Name: _____

Title: _____

Recommended by Engineer**Approved by Owner**

By: Travis L. Winter

By: _____

Name: Travis L. Winter, P.E.

Name: Dan Delaney

Title: Pipestone City Engineer

Title: Mayor, City of Pipestone

Date: 7/30/2026

Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 1		Application Period: From 06/26/26 to 07/25/26		Application Date: 08/03/26							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	147,500.00	147,500.00		-	0.50	73,750.00	50%	73,750.00
2	GRUBBING	39.00	EACH	210.00	8,190.00		-	-	-		8,190.00
3	REMOVE MANHOLE	2.00	EACH	335.00	670.00		-	2.00	670.00	100%	-
4	REMOVE CATCH BASIN	5.00	EACH	295.00	1,475.00		-	-	-		1,475.00
5	REMOVE HYDRANT	2.00	EACH	210.00	420.00		-	-	-		420.00
6	REMOVE GATE VALVE AND BOX	9.00	EACH	125.00	1,125.00		-	1.00	125.00	11%	1,000.00
7	REMOVE SEWER PIPE (STORM)	625.00	LIN FT	10.50	6,562.50		-	-	-		6,562.50
8	REMOVE SEWER PIPE (SANITARY)	1,318.00	LIN FT	3.75	4,942.50		-	1,318.00	4,942.50	100%	-
9	REMOVE WATERMAIN	2,373.00	LIN FT	3.75	8,898.75		-	10.00	37.50		8,861.25
10	REMOVE CURB AND GUTTER	2,850.00	LIN FT	4.90	13,965.00		-	2,750.00	13,475.00	96%	490.00
11	REMOVE CONCRETE WALK & DRIVEWAY PAVEMENT	2,345.00	SQ YD	12.00	28,140.00		-	1,300.00	15,600.00	55%	12,540.00
12	REMOVE BITUMINOUS PAVEMENT	690.00	SQ YD	7.20	4,968.00		-	400.00	2,880.00	58%	2,088.00
13	REMOVE BIT OVERLAYED CONCRETE PAVEMENT	4,030.00	SQ YD	16.90	68,107.00		-	4,030.00	68,107.00	100%	-
14	EXCAVATION - COMMON (P)	4,850.00	CU YD	17.60	85,360.00		-	-	-		85,360.00
15	EXCAVATION - MUCK	250.00	CU YD	19.90	4,975.00		-	-	-		4,975.00
16	EXCAVATION - ROCK	5.00	CU YD	49.90	249.50		-	130.00	6,487.00	2600%	(6,237.50)
17	COMMON EMBANKMENT (CV) (P)	425.00	CU YD	40.30	17,127.50		-	-	-		17,127.50
18	SELECT GRANULAR EMBANKMENT (CV)	1,246.00	CU YD	41.30	51,459.80		-	-	-		51,459.80
19	STABILIZING AGGREGATE (CV)	250.00	CU YD	42.20	10,550.00		-	-	-		10,550.00
20	SUBGRADE SOIL MODIFICATION	2,167.00	SQ YD	15.00	32,505.00		-	-	-		32,505.00
21	GEOTEXTILE FABRIC TYPE 7	725.00	SQ YD	2.55	1,848.75		-	-	-		1,848.75
22	AGGREGATE SURFACING CLASS 2	50.00	TON	48.70	2,435.00		-	-	-		2,435.00
23	STREET SWEEPER (WITH PICKUP BROOM)	25.00	HOUR	185.00	4,625.00		-	-	-		4,625.00
24	EXPLORATORY EXCAVATION	15.00	HOUR	670.00	10,050.00		-	-	-		10,050.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:	1	Application Period:	From	06/26/26	to	07/25/26	Application Date:					08/03/26
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
25	GRANULAR BACKFILL (LV)	700.00	CU YD	31.10	21,770.00		-	-	-		21,770.00
26	GRANULAR FOUNDATION AND/OR BEDDING	175.00	TON	22.20	3,885.00		-	-	-		3,885.00
27	6" SUBSURFACE DRAIN	2,760.00	LIN FT	16.10	44,436.00		-	-	-		44,436.00
28	6" SUBSURFACE DRAIN CLEANOUT	8.00	EACH	390.00	3,120.00		-	-	-		3,120.00
29	4" SUMP PUMP SERVICE	820.00	LIN FT	29.30	24,026.00		-	-	-		24,026.00
30	DRAIN TILE REPAIR (4" - 12")	60.00	LIN FT	40.90	2,454.00		-	-	-		2,454.00
31	CONNECT TO EXISTING MANHOLE (SAN)	3.00	EACH	790.00	2,370.00		-	3.00	2,370.00	100%	-
32	CONNECT TO EXISTING STORM SEWER	1.00	EACH	1,050.00	1,050.00		-	-	-		1,050.00
33	12" STORM SEWER	638.00	LIN FT	90.20	57,547.60		-	-	-		57,547.60
34	15" STORM SEWER	495.00	LIN FT	100.00	49,500.00		-	-	-		49,500.00
35	6"X4" PVC WYE	2.00	EACH	510.00	1,020.00		-	3.00	1,530.00	150%	(510.00)
36	8"X6" PVC WYE	43.00	EACH	665.00	28,595.00		-	36.00	23,940.00	84%	4,655.00
37	4" PIPE SEWER (SLIP LINING)	170.00	LIN FT	110.00	18,700.00		-	-	-		18,700.00
38	6" PIPE SEWER (PIPE BURSTING)	197.00	LIN FT	155.00	30,535.00		-	-	-		30,535.00
39	8" PVC PIPE SEWER	1,319.00	LIN FT	82.50	108,817.50		-	1,319.00	108,817.50	100%	-
40	6" PVC SANITARY SERVICE PIPE	1,508.00	LIN FT	61.30	92,440.40		-	50.00	3,065.00	3%	89,375.40
41	6" SANITARY SEWER SERVICE (PRIVATE)	375.00	LIN FT	62.40	23,400.00		-	-	-		23,400.00
42	SANITARY SEWER CLEANOUT	1.00	EACH	3,600.00	3,600.00		-	-	-		3,600.00
43	DUAL SANITARY SERVICE CLEANOUT (PRIVATE)	15.00	EACH	1,000.00	15,000.00		-	-	-		15,000.00
44	TEMPORARY WATER SERVICE	1.00	LUMP SUM	7,700.00	7,700.00		-	1.00	7,700.00	100%	-
45	CONNECT TO EXISTING WATER MAIN	4.00	EACH	1,550.00	6,200.00		-	1.00	1,550.00	25%	4,650.00
46	INSTALL HYDRANT	2.00	EACH	1,350.00	2,700.00		-	2.00	2,700.00	100%	-
47	1" CORPORATION STOP AND SADDLE	37.00	EACH	560.00	20,720.00		-	-	-		20,720.00
48	1" CURB STOP AND BOX	37.00	EACH	650.00	24,050.00		-	-	-		24,050.00
49	6" GATE VALVE AND BOX	3.00	EACH	2,450.00	7,350.00		-	3.00	7,350.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:	1	Application Period:	From	06/26/26	to	07/25/26	Application Date: 08/03/26				
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
50	8" GATE VALVE AND BOX	6.00	EACH	3,400.00	20,400.00		-	5.00	17,000.00	83%	3,400.00
51	1" TYPE PE WATER SERVICE PIPE	1,507.00	LIN FT	36.60	55,156.20		-	-	-		55,156.20
52	1" TYPE PE WATER SERVICE PIPE (PRIVATE)	400.00	LIN FT	35.90	14,360.00		-	-	-		14,360.00
53	CONNECT TO EXISTING WATER SERVICE (PRIVATE)	10.00	EACH	170.00	1,700.00		-	-	-		1,700.00
54	6" PVC WATERMAIN	51.00	LIN FT	105.00	5,355.00		-	5.00	525.00	10%	4,830.00
55	8" PVC WATERMAIN	1,379.00	LIN FT	79.20	109,216.80		-	1,324.00	104,860.80	96%	4,356.00
56	2" INSULATION	25.00	SQ YD	29.40	735.00		-	-	-		735.00
57	WATERMAIN FITTINGS	650.00	POUND	13.60	8,840.00		-	394.00	5,358.40	61%	3,481.60
58	CONST DRAINAGE STRUCTURE DES R-1 (2'X3')	31.80	LIN FT	590.00	18,762.00		-	-	-		18,762.00
59	CONST DRAINAGE STRUCTURE DES 48-4020	19.90	LIN FT	750.00	14,925.00		-	-	-		14,925.00
60	CONST DRAINAGE STRUCTURE DES 60-4022	4.50	LIN FT	1,000.00	4,500.00		-	-	-		4,500.00
61	CONST SANITARY STRUCTURE DES 4007	45.00	LIN FT	430.00	19,350.00		-	31.30	13,459.00	70%	5,891.00
62	CHIMNEY SEAL	5.00	EACH	300.00	1,500.00		-	-	-		1,500.00
63	ADJUST FRAME AND RING CASTING	1.00	EACH	1,300.00	1,300.00		-	-	-		1,300.00
64	CASTING ASSEMBLY, R-1733	2.00	EACH	1,650.00	3,300.00		-	-	-		3,300.00
65	CASTING ASSEMBLY, R-3067-L	11.00	EACH	940.00	10,340.00		-	-	-		10,340.00
66	4" CONCRETE WALK	9,200.00	SQ FT	8.40	77,280.00		-	-	-		77,280.00
67	6" CONCRETE WALK	1,050.00	SQ FT	12.00	12,600.00		-	-	-		12,600.00
68	6" CONCRETE DRIVEWAY PAVEMENT	1,200.00	SQ YD	110.00	132,000.00		-	-	-		132,000.00
69	CONCRETE STEP	9.00	EACH	400.00	3,600.00		-	-	-		3,600.00
70	TRUNCATED DOMES	126.00	SQ FT	70.00	8,820.00		-	-	-		8,820.00
71	TRAFFIC CONTROL	1.00	LUMP SUM	4,500.00	4,500.00		-	0.50	2,250.00	50%	2,250.00
72	STABILIZING CONSTRUCTION EXIT	2.00	EACH	1,400.00	2,800.00		-	1.00	1,400.00	50%	1,400.00
73	STORM DRAIN INLET PROTECTION	11.00	EACH	125.00	1,375.00		-	7.00	875.00	64%	500.00
74	SEDIMENT CONTROL LOG TYPE ROCK	35.00	LIN FT	5.00	175.00		-	-	-		175.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:	1	Application Period:	From	06/26/26	to	07/25/26	Application Date:					08/03/26
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
75	SEDIMENT CONTROL LOG TYPE STRAW	100.00	LIN FT	3.00	300.00		-	-	-		300.00
76	SEEDING, TEMPORARY	0.80	ACRE	100.00	80.00		-	-	-		80.00
77	SEEDING, SOUTHERN BOULEVARD	3,833.00	SQ YD	2.50	9,582.50		-	-	-		9,582.50
78	RAPID STABILIZATION METHOD 3	2.00	MGAL	100.00	200.00		-	-	-		200.00
79	6" SOLID LINE PAINT	75.00	LIN FT	12.00	900.00		-	-	-		900.00
80	24" SOLID LINE PAINT	16.00	LIN FT	30.00	480.00		-	-	-		480.00
81	CONSTRUCTION ALLOWANCE	5,000.00	UNIT	1.00	5,000.00		-	-	-		5,000.00
82	AGGREGATE BASE (CV) CLASS 5	1,660.00	CU YD	44.00	73,040.00		-	-	-		73,040.00
83	TYPE SP9.5 WEARING COURSE MIXTURE (2,B)	475.00	TON	125.00	59,375.00		-	-	-		59,375.00
84	TYPE SP12.5 NONWEARING COURSE MIXTURE (2,B)	795.00	TON	125.00	99,375.00		-	-	-		99,375.00
85	BITUMINOUS PATCH SPECIAL	125.00	SQ YD	60.15	7,518.75		-	-	-		7,518.75
86	CONCRETE CURB AND GUTTER DESIGN B618	2,825.00	LIN FT	26.00	73,450.00		-	-	-		73,450.00
87	CASTING ASSEMBLY, R-1733	4.00	EACH	1,700.00	6,800.00		-	-	-		6,800.00
88	CASTING ASSEMBLY, R-1733 GASKETED	4.00	EACH	1,700.00	6,800.00		-	-	-		6,800.00
Original Contract Totals					\$ 1,992,927.05		\$ -		\$ 490,824.70	25%	\$ 1,502,102.35

Project Cost Estimate Breakdown

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

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

Total Contract Amount: \$1,992,927.05

Section 9, Item A.

Application No.: 1

Application Period:

From: 06/26/26

To: 07/25/26

Application Date: 08/03/26

Item No.	Contract Number	Description	As Bid				STREET		STORM		SANITARY		WATERMAIN		TOTAL PROJECT	
			Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost
1	A1	MOBILIZATION	1.00	LUMP SUM	\$147,500.00	\$147,500.00	0.13	\$19,175.00			0.21	\$30,975.00	0.16	\$23,600.00	0.50	\$73,750.00
2	A2	GRUBBING	39.00	EACH	\$210.00	\$8,190.00										
3	A3	REMOVE MANHOLE	2.00	EACH	\$335.00	\$670.00					2.00	\$670.00			2.00	\$670.00
4	A4	REMOVE CATCH BASIN	5.00	EACH	\$295.00	\$1,475.00										
5	A5	REMOVE HYDRANT	2.00	EACH	\$210.00	\$420.00										
6	A6	REMOVE GATE VALVE AND BOX	9.00	EACH	\$125.00	\$1,125.00							1.00	\$125.00	1.00	\$125.00
7	A7	REMOVE SEWER PIPE (STORM)	625.00	LIN FT	\$10.50	\$6,562.50										
8	A8	REMOVE SEWER PIPE (SANITARY)	1318.00	LIN FT	\$3.75	\$4,942.50					1,318.00	\$4,942.50			1,318.00	\$4,942.50
9	A9	REMOVE WATERMAIN	2373.00	LIN FT	\$3.75	\$8,898.75							10.00	\$37.50	10.00	\$37.50
10	A10	REMOVE CURB AND GUTTER	2850.00	LIN FT	\$4.90	\$13,965.00	2,750.00	\$13,475.00							2,750.00	\$13,475.00
11	A11	REMOVE CONCRETE WALK & DRIVEWAY PAVEMENT	2345.00	SQ YD	\$12.00	\$28,140.00	1,300.00	\$15,600.00							1,300.00	\$15,600.00
12	A12	REMOVE BITUMINOUS PAVEMENT	690.00	SQ YD	\$7.20	\$4,968.00	400.00	\$2,880.00							400.00	\$2,880.00
13	A13	REMOVE BIT OVERLAYED CONCRETE PAVEMENT	4030.00	SQ YD	\$16.90	\$68,107.00	4,030.00	\$68,107.00							4,030.00	\$68,107.00
14	A14	EXCAVATION - COMMON (P)	4850.00	CU YD	\$17.60	\$85,360.00										
15	A15	EXCAVATION - MUCK	250.00	CU YD	\$19.90	\$4,975.00										
16	A16	EXCAVATION - ROCK	5.00	CU YD	\$49.90	\$249.50	130.00	\$6,487.00							130.00	\$6,487.00
17	A17	COMMON EMBANKMENT (CV) (P)	425.00	CU YD	\$40.30	\$17,127.50										
18	A18	SELECT GRANULAR EMBANKMENT (CV)	1246.00	CU YD	\$41.30	\$51,459.80										
19	A19	STABILIZING AGGREGATE (CV)	250.00	CU YD	\$42.20	\$10,550.00										
20	A20	SUBGRADE SOIL MODIFICATION	2167.00	SQ YD	\$15.00	\$32,505.00										
21	A21	GEOTEXTILE FABRIC TYPE 7	725.00	SQ YD	\$2.55	\$1,848.75										
22	A22	AGGREGATE SURFACING CLASS 2	50.00	TON	\$48.70	\$2,435.00										
23	A23	STREET SWEEPER (WITH PICKUP BROOM)	25.00	HOURL	\$185.00	\$4,625.00										
24	A24	EXPLORATORY EXCAVATION	15.00	HOURL	\$670.00	\$10,050.00										
25	A25	GRANULAR BACKFILL (LV)	700.00	CU YD	\$31.10	\$21,770.00										
26	A26	GRANULAR FOUNDATION AND/OR BEDDING	175.00	TON	\$22.20	\$3,885.00										
27	A27	6" SUBSURFACE DRAIN	2760.00	LIN FT	\$16.10	\$44,436.00										
28	A28	6" SUBSURFACE DRAIN CLEANOUT	8.00	EACH	\$390.00	\$3,120.00										
29	A29	4" SUMP PUMP SERVICE	820.00	LIN FT	\$29.30	\$24,026.00										
30	A30	DRAIN TILE REPAIR (4" - 12")	60.00	LIN FT	\$40.90	\$2,454.00										
31	A31	CONNECT TO EXISTING MANHOLE (SAN)	3.00	EACH	\$790.00	\$2,370.00					3.00	\$2,370.00			3.00	\$2,370.00
32	A32	CONNECT TO EXISTING STORM SEWER	1.00	EACH	\$1,050.00	\$1,050.00										
33	A33	12" STORM SEWER	638.00	LIN FT	\$90.20	\$57,547.60										
34	A34	15" STORM SEWER	495.00	LIN FT	\$100.00	\$49,500.00										
35	A35	6"x4" PVC WYE	2.00	EACH	\$510.00	\$1,020.00					3.00	\$1,530.00			3.00	\$1,530.00
36	A36	8"x6" PVC WYE	43.00	EACH	\$665.00	\$28,595.00					36.00	\$23,940.00			36.00	\$23,940.00

Project Cost Estimate Breakdown

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

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

Total Contract Amount: \$1,992,927.05

Section 9, Item A.

Application No.: 1

Application Period:

From: 06/26/26

To: 07/25/26

Application Date: 08/03/26

Item No.	Contract Number	Description	As Bid				STREET		STORM		SANITARY		WATERMAIN		TOTAL PROJECT	
			Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost
37	A37	4" PIPE SEWER (SLIP LINING)	170.00	LIN FT	\$110.00	\$18,700.00										
38	A38	6" PIPE SEWER (PIPE BURSTING)	197.00	LIN FT	\$155.00	\$30,535.00										
39	A39	8" PVC PIPE SEWER	1319.00	LIN FT	\$82.50	\$108,817.50					1,319.00	\$108,817.50			1,319.00	\$108,817.50
40	A40	6" PVC SANITARY SERVICE PIPE	1508.00	LIN FT	\$61.30	\$92,440.40					50.00	\$3,065.00			50.00	\$3,065.00
41	A41	6" SANITARY SEWER SERVICE (PRIVATE)	375.00	LIN FT	\$62.40	\$23,400.00										
42	A42	SANITARY SEWER CLEANOUT	1.00	EACH	\$3,600.00	\$3,600.00										
43	A43	DUAL SANITARY SERVICE CLEANOUT (PRIVATE)	15.00	EACH	\$1,000.00	\$15,000.00										
44	A44	TEMPORARY WATER SERVICE	1.00	LUMP SUM	\$7,700.00	\$7,700.00							1.00	\$7,700.00	1.00	\$7,700.00
45	A45	CONNECT TO EXISTING WATER MAIN	4.00	EACH	\$1,550.00	\$6,200.00							1.00	\$1,550.00	1.00	\$1,550.00
46	A46	INSTALL HYDRANT	2.00	EACH	\$1,350.00	\$2,700.00							2.00	\$2,700.00	2.00	\$2,700.00
47	A47	1" CORPORATION STOP AND SADDLE	37.00	EACH	\$560.00	\$20,720.00										
48	A48	1" CURB STOP AND BOX	37.00	EACH	\$650.00	\$24,050.00										
49	A49	6" GATE VALVE AND BOX	3.00	EACH	\$2,450.00	\$7,350.00							3.00	\$7,350.00	3.00	\$7,350.00
50	A50	8" GATE VALVE AND BOX	6.00	EACH	\$3,400.00	\$20,400.00							5.00	\$17,000.00	5.00	\$17,000.00
51	A51	1" TYPE PE WATER SERVICE PIPE	1507.00	LIN FT	\$36.60	\$55,156.20										
52	A52	1" TYPE PE WATER SERVICE PIPE (PRIVATE)	400.00	LIN FT	\$35.90	\$14,360.00										
53	A53	CONNECT TO EXISTING WATER SERVICE (PRIVATE)	10.00	EACH	\$170.00	\$1,700.00										
54	A54	6" PVC WATERMAIN	51.00	LIN FT	\$105.00	\$5,355.00							5.00	\$525.00	5.00	\$525.00
55	A55	8" PVC WATERMAIN	1379.00	LIN FT	\$79.20	\$109,216.80							1,324.00	\$104,860.80	1,324.00	\$104,860.80
56	A56	2" INSULATION	25.00	SQ YD	\$29.40	\$735.00										
57	A57	WATERMAIN FITTINGS	650.00	POUND	\$13.60	\$8,840.00							394.00	\$5,358.40	394.00	\$5,358.40
58	A58	CONST DRAINAGE STRUCTURE DES R-1 (2'X3')	31.80	LIN FT	\$590.00	\$18,762.00										
59	A59	CONST DRAINAGE STRUCTURE DES 48-4020	19.90	LIN FT	\$750.00	\$14,925.00										
60	A60	CONST DRAINAGE STRUCTURE DES 60-4022	4.50	LIN FT	\$1,000.00	\$4,500.00										
61	A61	CONST SANITARY STRUCTURE DES 4007	45.00	LIN FT	\$430.00	\$19,350.00					31.30	\$13,459.00			31.30	\$13,459.00
62	A62	CHIMNEY SEAL	5.00	EACH	\$300.00	\$1,500.00										
63	A63	ADJUST FRAME AND RING CASTING	1.00	EACH	\$1,300.00	\$1,300.00										
64	A64	CASTING ASSEMBLY, R-1733	2.00	EACH	\$1,650.00	\$3,300.00										
65	A65	CASTING ASSEMBLY, R-3067-L	11.00	EACH	\$940.00	\$10,340.00										
66	A66	4" CONCRETE WALK	9200.00	SQ FT	\$8.40	\$77,280.00										
67	A67	6" CONCRETE WALK	1050.00	SQ FT	\$12.00	\$12,600.00										
68	A68	6" CONCRETE DRIVEWAY PAVEMENT	1200.00	SQ YD	\$110.00	\$132,000.00										
69	A69	CONCRETE STEP	9.00	EACH	\$400.00	\$3,600.00										
70	A70	TRUNCATED DOMES	126.00	SQ FT	\$70.00	\$8,820.00										
71	A71	TRAFFIC CONTROL	1.00	LUMP SUM	\$4,500.00	\$4,500.00	0.13	\$585.00			0.21	\$945.00	0.16	\$720.00	0.50	\$2,250.00
72	A72	STABILIZING CONSTRUCTION EXIT	2.00	EACH	\$1,400.00	\$2,800.00	1.00	\$1,400.00							1.00	\$1,400.00

Project Cost Estimate Breakdown

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

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

Total Contract Amount: \$1,992,927.05

Section 9, Item A.

Application No.: 1		Application Period:		From: 06/26/26		To: 07/25/26		Application Date: 08/03/26								
Item No.	Contract Number	Description	As Bid				STREET		STORM		SANITARY		WATERMAIN		TOTAL PROJECT	
			Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Value	Quantity	Cost
73	A73	STORM DRAIN INLET PROTECTION	11.00	EACH	\$125.00	\$1,375.00	7.00	\$875.00							7.00	\$875.00
74	A74	SEDIMENT CONTROL LOG TYPE ROCK	35.00	LIN FT	\$5.00	\$175.00										
75	A75	SEDIMENT CONTROL LOG TYPE STRAW	100.00	LIN FT	\$3.00	\$300.00										
76	A76	SEEDING, TEMPORARY	0.80	ACRE	\$100.00	\$80.00										
77	A77	SEEDING, SOUTHERN BOULEVARD	3833.00	SQ YD	\$2.50	\$9,582.50										
78	A78	RAPID STABILIZATION METHOD 3	2.00	MGAL	\$100.00	\$200.00										
79	A79	6" SOLID LINE PAINT	75.00	LIN FT	\$12.00	\$900.00										
80	A80	24" SOLID LINE PAINT	16.00	LIN FT	\$30.00	\$480.00										
81	A81	CONSTRUCTION ALLOWANCE	5000.00	UNIT	\$1.00	\$5,000.00										
82	B1	AGGREGATE BASE (CV) CLASS 5	1660.00	CU YD	\$44.00	\$73,040.00										
83	B2	TYPE SP9.5 WEARING COURSE MIXTURE (2,B)	475.00	TON	\$125.00	\$59,375.00										
84	B3	TYPE SP12.5 NONWEARING COURSE MIXTURE (2,B)	795.00	TON	\$125.00	\$99,375.00										
85	B4	BITUMINOUS PATCH SPECIAL	125.00	SQ YD	\$60.15	\$7,518.75										
86	B5	CONCRETE CURB AND GUTTER DESIGN B618	2825.00	LIN FT	\$26.00	\$73,450.00										
87	B6	CASTING ASSEMBLY, R-1733	4.00	EACH	\$1,700.00	\$6,800.00										
88	B7	CASTING ASSEMBLY, R-1733 GASKETED	4.00	EACH	\$1,700.00	\$6,800.00										
SUBTOTAL CONSTRUCTION COST:							\$128,584.00				\$190,714.00		\$171,526.70		\$490,824.70	
RETAINAGE (5%):							\$6,429.20				\$9,535.70		\$8,576.34		\$24,541.24	
SUBTOTAL CONSTRUCTION COST:							\$122,154.80				\$181,178.30		\$162,950.36		\$466,283.46	
1/3 STREET COST APPLIED:									\$40,718.27		\$40,718.27		\$40,718.27		\$466,283.46	
TOTAL CONSTRUCTION COST:									\$40,718.27		\$221,896.57		\$203,668.63			
AMOUNT PAID ON PREVIOUS ESTIMATES:																
TOTAL AMOUNT DUE THIS PAY ESTIMATE:									\$40,718.27		\$221,896.57		\$203,668.63		\$466,283.46	

Contractor's Application for Payment

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

Application No.:	<u>1</u>	Application Date:	<u>8/3/2026</u>
Application Period:	From <u>7/1/2026</u>	to	<u>7/28/2026</u>

1. Original Contract Price	\$	790,255.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	790,255.00
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	31,310.00
5. Retainage		
a. <u>5%</u> X <u>\$ 31,310.00</u> Work Completed	\$	1,565.50
b. <u></u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	1,565.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$	29,744.50
7. Less previous payments		
8. Amount due this application	\$	29,744.50
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	758,945.00

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: TE Underground LLC

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

Recommended by Engineer

By: *Travis L. Winter*
Name: Travis L. Winter, P.E.
Title: Pipestone City Engineer
Date: 7/30/2026

Approved by Owner

By: _____
Name: Dan Delaney
Title: Mayor, City of Pipestone
Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 1		Application Period: From 07/01/26 to 07/28/26		Application Date: 08/03/26							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	20,000.00	20,000.00		-	0.50	10,000.00	50%	10,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	3,500.00	3,500.00		-	0.50	1,750.00	50%	1,750.00
3	TRAFFIC DETOUR	1.00	EACH	3,500.00	3,500.00		-	0.50	1,750.00	50%	1,750.00
4	REMOVE & REPLACE CURB AND GUTTER	700.00	LIN FT	70.00	49,000.00		-	-	-		49,000.00
5	REMOVE & REPLACE CONCRETE SIDEWALK	4,800.00	SF	22.00	105,600.00		-	-	-		105,600.00
6	REMOVE & REPLACE CONCRETE DRIVEWAY	600.00	SF	17.00	10,200.00		-	-	-		10,200.00
7	REMOVE & REPLACE GRAVEL DRIVEWAY	400.00	SF	2.00	800.00		-	-	-		800.00
8	REMOVE & REPLACE BITUMINOUS STREET PAVEMENT	14,700.00	SF	6.25	91,875.00		-	-	-		91,875.00
9	REMOVE & REPLACE CONCRETE STREET PAVEMENT	3,300.00	SF	17.00	56,100.00		-	-	-		56,100.00
10	REMOVE & REPLACE CONCRETE STEP	2.00	EACH	3,400.00	6,800.00		-	-	-		6,800.00
11	SALVAGE AND REINSTALL FENCE	20.00	LIN FT	75.00	1,500.00		-	-	-		1,500.00
12	EXPLORATORY EXCAVATION	45.00	HR	175.00	7,875.00		-	3.00	525.00	7%	7,350.00
13	TELEWISE SANITARY SERVICE	42.00	EACH	800.00	33,600.00		-	-	-		33,600.00
14	DRAIN TILE REPAIR	20.00	LIN FT	12.00	240.00		-	-	-		240.00
15	1" PE WATER SERVICE	2,385.00	LIN FT	65.00	155,025.00		-	64.00	4,160.00	3%	150,865.00
16	1" CORPORATION STOP & SADDLE	35.00	EACH	700.00	24,500.00		-	2.00	1,400.00	6%	23,100.00
17	1" CURB STOP & BOX	42.00	LIN FT	900.00	37,800.00		-	2.00	1,800.00	5%	36,000.00
18	2" POLYSTYRENE INSULATION	50.00	SY	30.00	1,500.00		-	2.00	60.00	4%	1,440.00
19	CONNECT TO EXISTING WATER SERVICE - PRIVATE	7.00	EACH	850.00	5,950.00		-	1.00	850.00	14%	5,100.00
20	PLUMBER	42.00	EACH	400.00	16,800.00		-	2.00	800.00	5%	16,000.00
21	ELECTRICIAN	42.00	EACH	550.00	23,100.00		-	-	-		23,100.00
22	CASTING ASSEMBLY SPECIAL (CURB STOP AND BOX)	10.00	EACH	350.00	3,500.00		-	-	-		3,500.00
23	WATER PITCHER AND FILTER	42.00	EACH	95.00	3,990.00		-	2.00	190.00	5%	3,800.00
24	SITE RESTORATION - PRIVATE	17.00	EACH	2,000.00	34,000.00		-	1.00	2,000.00	6%	32,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:	1	Application Period:	From	07/01/26	to	07/28/26	Application Date: 08/03/26				
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
25	SITE RESTORATION - PUBLIC	35.00	EACH	2,200.00	77,000.00		-	2.00	4,400.00	6%	72,600.00
26	EROSION CONTROL / SEDIMENT CONTROL	1.00	LUMP SUM	6,500.00	6,500.00		-	0.25	1,625.00	25%	4,875.00
27	CONSTRUCTION ALLOWANCE	1.00	UNIT	10,000.00	10,000.00		-	-	-		10,000.00
Original Contract Totals					\$ 790,255.00		\$ -		\$ 31,310.00		\$ 758,945.00

Project Cost Estimate Breakdown

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

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

Section 9, Item B.

Application No.: 1

Application Period

From: 07/01/26

To: 07/28/26

Application Date: 08/03/26

Item No.	Description	As Bid				PUBLIC		PRIVATE		TOTAL PROJECT	
		Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Cost
1	MOBILIZATION	1.00	LUMP SUM	\$20,000.00	\$20,000.00	0.42	\$8,400.00	0.08	\$1,600.00	0.50	\$10,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	\$3,500.00	\$3,500.00	0.42	\$1,470.00	0.08	\$280.00	0.50	\$1,750.00
3	TRAFFIC DETOUR	1.00	EACH	\$3,500.00	\$3,500.00	0.50	\$1,750.00			0.50	\$1,750.00
4	REMOVE & REPLACE CURB AND GUTTER	700.00	LIN FT	\$70.00	\$49,000.00						
5	REMOVE & REPLACE CONCRETE SIDEWALK	4800.00	SF	\$22.00	\$105,600.00						
6	REMOVE & REPLACE CONCRETE DRIVEWAY	600.00	SF	\$17.00	\$10,200.00						
7	REMOVE & REPLACE GRAVEL DRIVEWAY	400.00	SF	\$2.00	\$800.00						
8	REMOVE & REPLACE BITUMINOUS STREET PAVEMENT	14700.00	SF	\$6.25	\$91,875.00						
9	REMOVE & REPLACE CONCRETE STREET PAVEMENT	3300.00	SF	\$17.00	\$56,100.00						
10	REMOVE & REPLACE CONCRETE STEP	2.00	EACH	\$3,400.00	\$6,800.00						
11	SALVAGE AND REINSTALL FENCE	20.00	LIN FT	\$75.00	\$1,500.00						
12	EXPLORATORY EXCAVATION	45.00	HR	\$175.00	\$7,875.00	3.00	\$525.00			3.00	\$525.00
13	TELEWISE SANITARY SERVICE	42.00	EACH	\$800.00	\$33,600.00						
14	DRAIN TILE REPAIR	20.00	LIN FT	\$12.00	\$240.00						
15	1" PE WATER SERVICE	2385.00	LIN FT	\$65.00	\$155,025.00	46.00	\$2,990.00	18.00	\$1,170.00	64.00	\$4,160.00
16	1" CORPORATION STOP & SADDLE	35.00	EACH	\$700.00	\$24,500.00	2.00	\$1,400.00			2.00	\$1,400.00
17	1" CURB STOP & BOX	42.00	LIN FT	\$900.00	\$37,800.00	2.00	\$1,800.00			2.00	\$1,800.00
18	2" POLYSTYRENE INSULATION	50.00	SY	\$30.00	\$1,500.00	2.00	\$60.00			2.00	\$60.00
19	CONNECT TO EXISTING WATER SERVICE - PRIVATE	7.00	EACH	\$850.00	\$5,950.00			1.00	\$850.00	1.00	\$850.00
20	PLUMBER	42.00	EACH	\$400.00	\$16,800.00	2.00	\$800.00			2.00	\$800.00
21	ELECTRICIAN	42.00	EACH	\$550.00	\$23,100.00						
22	CASTING ASSEMBLY SPECIAL (CURB STOP AND BOX)	10.00	EACH	\$350.00	\$3,500.00						
23	WATER PITCHER AND FILTER	42.00	EACH	\$95.00	\$3,990.00	2.00	\$190.00			2.00	\$190.00
24	SITE RESTORATION - PRIVATE	17.00	EACH	\$2,000.00	\$34,000.00			1.00	\$2,000.00	1.00	\$2,000.00
25	SITE RESTORATION - PUBLIC	35.00	EACH	\$2,200.00	\$77,000.00	2.00	\$4,400.00			2.00	\$4,400.00
26	EROSION CONTROL / SEDIMENT CONTROL	1.00	LUMP SUM	\$6,500.00	\$6,500.00	0.25	\$1,625.00			0.25	\$1,625.00
27	CONSTRUCTION ALLOWANCE	1.00	UNIT	\$10,000.00	\$10,000.00						
SUBTOTAL CONSTRUCTION COST:						\$25,410.00		\$5,900.00		\$31,310.00	
RETAINAGE (5%):						\$1,270.50		\$295.00		\$1,565.50	
TOTAL CONSTRUCTION COST:						\$24,139.50		\$5,605.00		\$29,744.50	
AMOUNT PAID ON PREVIOUS ESTIMATES:											
TOTAL AMOUNT DUE THIS PAY ESTIMATE:						\$24,139.50		\$5,605.00		\$29,744.50	

Project Cost Estimate Breakdown

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

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

Section 9, Item B.

Application No.: 1

Application Period

From: 07/01/26

To: 07/28/26

Application Date: 08/03/26

Item No.	Description	As Bid				PUBLIC		PRIVATE		TOTAL PROJECT	
		Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Quantity	Value	Quantity	Cost
1	MOBILIZATION	1.00	LUMP SUM	\$20,000.00	\$20,000.00	0.42	\$8,400.00	0.08	\$1,600.00	0.50	\$10,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	\$3,500.00	\$3,500.00	0.42	\$1,470.00	0.08	\$280.00	0.50	\$1,750.00
3	TRAFFIC DETOUR	1.00	EACH	\$3,500.00	\$3,500.00	0.50	\$1,750.00			0.50	\$1,750.00
4	REMOVE & REPLACE CURB AND GUTTER	700.00	LIN FT	\$70.00	\$49,000.00						
5	REMOVE & REPLACE CONCRETE SIDEWALK	4800.00	SF	\$22.00	\$105,600.00						
6	REMOVE & REPLACE CONCRETE DRIVEWAY	600.00	SF	\$17.00	\$10,200.00						
7	REMOVE & REPLACE GRAVEL DRIVEWAY	400.00	SF	\$2.00	\$800.00						
8	REMOVE & REPLACE BITUMINOUS STREET PAVEMENT	14700.00	SF	\$6.25	\$91,875.00						
9	REMOVE & REPLACE CONCRETE STREET PAVEMENT	3300.00	SF	\$17.00	\$56,100.00						
10	REMOVE & REPLACE CONCRETE STEP	2.00	EACH	\$3,400.00	\$6,800.00						
11	SALVAGE AND REINSTALL FENCE	20.00	LIN FT	\$75.00	\$1,500.00						
12	EXPLORATORY EXCAVATION	45.00	HR	\$175.00	\$7,875.00	3.00	\$525.00			3.00	\$525.00
13	TELEWISE SANITARY SERVICE	42.00	EACH	\$800.00	\$33,600.00						
14	DRAIN TILE REPAIR	20.00	LIN FT	\$12.00	\$240.00						
15	1" PE WATER SERVICE	2385.00	LIN FT	\$65.00	\$155,025.00	46.00	\$2,990.00	18.00	\$1,170.00	64.00	\$4,160.00
16	1" CORPORATION STOP & SADDLE	35.00	EACH	\$700.00	\$24,500.00	2.00	\$1,400.00			2.00	\$1,400.00
17	1" CURB STOP & BOX	42.00	LIN FT	\$900.00	\$37,800.00	2.00	\$1,800.00			2.00	\$1,800.00
18	2" POLYSTYRENE INSULATION	50.00	SY	\$30.00	\$1,500.00	2.00	\$60.00			2.00	\$60.00
19	CONNECT TO EXISTING WATER SERVICE - PRIVATE	7.00	EACH	\$850.00	\$5,950.00			1.00	\$850.00	1.00	\$850.00
20	PLUMBER	42.00	EACH	\$400.00	\$16,800.00	2.00	\$800.00			2.00	\$800.00
21	ELECTRICIAN	42.00	EACH	\$550.00	\$23,100.00						
22	CASTING ASSEMBLY SPECIAL (CURB STOP AND BOX)	10.00	EACH	\$350.00	\$3,500.00						
23	WATER PITCHER AND FILTER	42.00	EACH	\$95.00	\$3,990.00	2.00	\$190.00			2.00	\$190.00
24	SITE RESTORATION - PRIVATE	17.00	EACH	\$2,000.00	\$34,000.00			1.00	\$2,000.00	1.00	\$2,000.00
25	SITE RESTORATION - PUBLIC	35.00	EACH	\$2,200.00	\$77,000.00	2.00	\$4,400.00			2.00	\$4,400.00
26	EROSION CONTROL / SEDIMENT CONTROL	1.00	LUMP SUM	\$6,500.00	\$6,500.00	0.25	\$1,625.00			0.25	\$1,625.00
27	CONSTRUCTION ALLOWANCE	1.00	UNIT	\$10,000.00	\$10,000.00						
SUBTOTAL CONSTRUCTION COST:						\$25,410.00		\$5,900.00		\$31,310.00	
RETAINAGE (5%):						\$1,270.50		\$295.00		\$1,565.50	
TOTAL CONSTRUCTION COST:						\$24,139.50		\$5,605.00		\$29,744.50	
AMOUNT PAID ON PREVIOUS ESTIMATES:											
TOTAL AMOUNT DUE THIS PAY ESTIMATE:						\$24,139.50		\$5,605.00		\$29,744.50	

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF
CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

Pursuant to due call and notice thereof a regular meeting of the City Council of City of Pipestone,
Pipestone County, Minnesota, was held in the City on August 3, 2026, at 6:30 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO PROPERTY TAX ABATEMENT
FOR THE PUBLIC STREET IMPROVEMENTS; GRANTING THE
ABATEMENT**

BE IT RESOLVED by the City Council (the “Council”) of City of Pipestone, Pipestone County, Minnesota (the “City”), 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 certain property taxes levied against net tax capacity imposed by the City on parcels of property by the adoption of a resolution specifying the terms of the abatement.

1.02. The City intends to undertake construction of public street repairs and improvements to 7th Avenue SE, located in the City (the “Improvements”) and benefiting certain property within the City boundaries identified on EXHIBIT A attached hereto (the “Property”).

1.03. The City has proposed to finance the Improvements by granting an abatement of the property taxes imposed by the City on the Property (the “Proposed Property Tax Abatement”), and by issuing general obligation bonds.

1.04. Pursuant to the Act, this Council on August 3, 2026, conducted a public hearing on the desirability of granting the Proposed Property Tax Abatement. Notice of the public hearing was duly published as required by law in a newspaper of general interest and readership in the City at least once at least ten days but less than thirty days prior to the date of the public hearing. The form of said Notice and the publication of said Notice prior to the date of adoption of this resolution is ratified and confirmed in all respects.

Section 2. Findings. On the basis of the 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. The City expects that the benefits to the City associated with granting the Proposed Property Tax Abatement are at least equal to or exceed the associated costs to the City.

2.02. The granting of the Proposed Property Tax Abatement is in the public interest because it will finance and provide public infrastructure for residents of the City.

2.03. The nature and extent of the public benefits which the City expects to result from the Proposed Property Tax Abatement are the construction of public street repairs and improvements to 7th Avenue SE, located in the City, which will help provide access to services for residents of the City.

2.04. The Property is not located in a tax increment financing district.

2.05. 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 (i) ten percent (10%) of the City’s net tax capacity for each taxes payable year to which the abatement applies, or (ii) \$200,000 (the “Abatement Volume Cap”).

2.06. It is in the best interests of the City to grant the tax abatement authorized in this resolution.

2.07. Under Section 469.1813, subdivision 9 of the Act, it is not necessary for the City to obtain the consent of any owner of the Property to grant an abatement.

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 five (5) years, commencing with taxes payable in 2027 and concluding with taxes payable in 2031. The estimated total cost of the Abatement is \$78,000 over five (5) years.

3.02. The City shall retain the Abatement and apply it to payment of all or a portion of the costs of constructing the Improvements or to the payment of bonds of the City issued to finance costs of constructing the Improvements, whether such bonds are issued pursuant to the Act, or other law, as authorized by Section 469.1815, Subdivision 2 of the Act.

3.03. The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Volume Cap, the allocation of Abatement Volume Cap to such other abatements is subordinate to the Abatement under this resolution.

3.04. This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Act. Once the bonds are issued, this resolution may not be amended.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____, and upon vote being taken thereon, the following voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

PROPERTY ID NUMBERS

18-720-1230

18-720-2040

18-810-0360

STATE OF MINNESOTA)
)
COUNTY OF PIPESTONE) ss.
)
CITY OF PIPESTONE)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Pipestone, Pipestone County, Minnesota (the “City”), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of the City held on the date specified above, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes, insofar as they relate to authorizing a property tax abatement for public infrastructure improvements and granting the abatement.

WITNESS My hand as such City Administrator this 3rd day of August, 2026.

City Administrator
City of Pipestone, Pipestone County, Minnesota

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Pipestone, Minnesota, was duly held in the City Hall in said City on August 3, 2026, commencing at 6:30 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-42

**RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION BONDS, SERIES 2026A, IN THE ORIGINAL
AGGREGATE PRINCIPAL AMOUNT OF \$[3,130,000]; FIXING
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR
EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR
PAYMENT**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Pipestone, Pipestone County, Minnesota (the “City”) as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01. Background. The City proposes to issue general obligation improvement bonds, tax abatement bonds and equipment certificates. In connection therewith, it is hereby determined that:

(a) Improvement Bonds.

(i) The City is authorized by Minnesota Statutes, Chapter 475, as amended (the “Act”) and Minnesota Statutes, Chapter 429, as amended (“Chapter 429”), to issue obligations in such amount as it deems necessary to defray in whole or in part the expense incurred and estimated to be incurred in making improvements authorized by Chapter 429.

(ii) On July 6, 2026, the Council adopted a resolution (the “Intent Resolution”) stating the intention of the City, in part, to issue and sell its general obligation improvements bonds in the proposed principal amount of \$2,645,000 (the “Street Improvements Portion”), pursuant to the Act and Chapter 429, to provide financing for certain assessable public street improvements (the “Street Improvements”), and related financing costs.

(b) Tax Abatement Bonds.

(i) The City is authorized by Minnesota Statutes, Chapter 475, as amended (the “Act”), and Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Act”) to issue general obligation tax abatement bonds.

(ii) Pursuant to a resolution adopted by the Council on August 3, 2026, (the “Abatement Resolution”), following a duly noticed public hearing, the Council approved a property tax abatement (the “Abatements”) in the approximate amount of \$78,000 for certain property in the City (the “Abatement Parcels”) over a period of five (5) years in an amount sufficient to provide financing for the construction of street repairs and improvements to the City’s 7th Avenue SE (the “Abatement Project”), and related financing costs.

(iii) In the Abatement Resolution, the City found and determined that the

Abatement Project benefits the Abatement Parcels, that the Abatement Project will provide access to services for residents in the City, and that the maximum principal amount of bonds to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(iv) Within the Intent Resolution, the Council states its intention, in part, to issue general obligation tax abatement bonds (the “Tax Abatement Portion”), pursuant to the Act and the Abatement Act, in the original aggregate principal amount of approximately \$70,000 to finance the Abatement Project, and related financing costs.

(c) Equipment Certificates.

(i) The City is authorized by the Act and Minnesota Statutes, Sections 410.32 and 412.301, as amended (collectively, the “Equipment Act”), to issue general obligation certificates of indebtedness on such terms and in such manner as the City determines to finance the purchase of items of capital equipment, subject to certain limitations contained in the Equipment Act.

(ii) Within the Intent Resolution, the Council also stated its intention to issue general obligation certificates of indebtedness (the “Equipment Portion”) in the aggregate principal amount not to exceed \$415,000, pursuant to the Act and the Equipment Act, to finance the acquisition and installation of a new fuel tank (the “Equipment”) at the City airport, and related financing costs.

(d) Pursuant to the Intent Resolution, the Council determined that the Street Improvements Portion, the Tax Abatement Portion and the Equipment Portion shall be issued together in a single series in the original aggregate principal of \$3,130,000 (the “Bonds”). The Council designated the Bonds as the “General Obligation Bonds, Series 2026A.”

(e) The City is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the City has retained Ehlers and Associates, Inc, (the “Municipal Advisor”) to serve as the City’s independent municipal advisor in connection with the sale of the Bonds. The actions of the City staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

1.02. Award to the Purchaser and Interest Rates. The proposal of [Purchaser][, as syndicate manager] (the “Purchaser”), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$[3,130,000], plus original issue premium of \$_____, less original issue discount of the \$_____, less an underwriter’s discount of \$_____), plus accrued interest, if any, as set forth in the Purchase Agreement (defined below), to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2028	0.000%	2036	0.000%
2029	0.000%	2037	0.000%
2030	0.000%	2038	0.000%
2031	0.000%	2039	0.000%
2032	0.000%	2040	0.000%
2033	0.000%	2041	0.000%
2034	0.000%	2042	0.000%
2035	0.000%		

[*Term Bonds]
True interest cost: _____%

1.03. Purchase Agreement. The execution and delivery of a proposal form, dated as of August 3, 2026 (the “Purchase Agreement”), between the City and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid, if any, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the City Treasurer in consultation with the Municipal Advisor. The Municipal Advisor is directed to receive and retain the good faith payment of the Purchaser in accordance with the terms of the Purchase Agreement, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, the Abatement Act, Chapter 429 and the Equipment Act in the original aggregate principal amount of \$[3,130,000], originally dated August 20, 2026, in fully registered form and in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2028	\$0.00	2036	\$0.00
2029	\$0.00	2037	\$0.00
2030	\$0.00	2038	\$0.00
2031	\$0.00	2039	\$0.00
2032	\$0.00	2040	\$0.00
2033	\$0.00	2041	\$0.00
2034	\$0.00	2042	\$0.00
2035	\$0.00		

[*Term Bond]

(a) \$2,645,000 of the Bonds, constituting the Street Improvements Portion, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Street Improvements:

Year	Amount	Year	Amount
2028	\$0.00	2036	\$0.00
2029	\$0.00	2037	\$0.00
2030	\$0.00	2038	\$0.00
2031	\$0.00	2039	\$0.00
2032	\$0.00	2040	\$0.00
2033	\$0.00	2041	\$0.00
2034	\$0.00	2042	\$0.00
2035	\$0.00		

[*Term Bond]

(b) \$70,000 of the Bonds, constituting the Tax Abatement Portion, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Abatement Project:

Year	Amount	Year	Amount
2028	\$0.00	2031	\$0.00
2029	\$0.00	2032	\$0.00
2030	\$0.00		

[*Term Bond]

(c) \$415,000 of the Bonds, constituting the Equipment Portion, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the Equipment Certificate Improvements:

Year	Amount	Year	Amount
2028	\$0.00	2033	\$0.00
2029	\$0.00	2034	\$0.00
2030	\$0.00	2035	\$0.00
2031	\$0.00	2036	\$0.00
2032	\$0.00	2037	\$0.00

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. Optional Redemption. The City may elect on February 1, 2036, and on any day thereafter to prepay Bonds due on or after February 1, 2037. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for optional redemption, the City shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

[1.07 Mandatory Sinking Fund Redemptions; Term Bonds. The Bonds maturing on February 1, 20__, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are

subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

February 1, 20__ Term Bond		February 1, 20__ Term Bond	
Year	Principal Amount	Year	Principal Amount

* Maturity

The principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2027, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The City shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The City appoints Bond Trust Services Corporation, Minneapolis, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Mayor and the City Administrator are authorized to

execute and deliver, on behalf of the City, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The City agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The City reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Council, the City Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the City Administrator shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation Bonds, Series 2026A Debt Service Fund (the "Debt Service Fund") hereby created. The City will maintain the following accounts in the Debt Service Fund: the "Street Improvements Account," the "Tax Abatement Account" and the "Equipment Account." Amounts in the Street Improvements Account are irrevocably pledged to the Street Improvements Portion of the Bonds, amounts in the Tax Abatement Account are irrevocably pledged to the Tax Abatement Portion of the Bonds and amounts in the Equipment Account are irrevocably pledged to the Equipment Portion of the Bonds.

(a) Street Improvements Account. Proceeds of ad valorem taxes hereinafter levied and special assessments levied or to be levied against the property specially benefited by the Street Improvements (the "Assessments") for the payment of debt service on the Street Improvements

Portion of the Bonds are hereby pledged to the Street Improvements Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Street Improvements Portion of the Bonds shall be deposited in the Street Improvements Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Street Improvements Account of the Debt Service Fund a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(b) Tax Abatement Account. Abatements from the Abatement Parcels and ad valorem taxes are hereby pledged to the Tax Abatement Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Tax Abatement Portion of the Bonds shall be deposited in the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Tax Abatement Portion of the Debt Service Fund a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(c) Equipment Account. Proceeds of ad valorem taxes hereinafter levied for the payment of the debt service on the Equipment Portion of the Bonds are hereby pledged to the Equipment Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Equipment Portion of the Bonds shall be deposited in the Equipment Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Equipment Account of the Debt Service Fund a pro rata portion of the amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2026A Construction Fund (the “Construction Fund”). The City will maintain the following accounts in the Construction Fund: the “Street Improvements Account,” the “Tax Abatement Account,” and the “Equipment Account.”

(a) Street Improvements Account. Proceeds of the Street Improvements Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Street Improvements Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Street Improvements Account of the Construction Fund and used solely to pay costs of the Street Improvements. Any balance remaining in the Street Improvements Account of the Construction Fund after completion of the Street Improvements may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Street Improvements Portion of the Bonds for such new use and purpose, or credited to the Street Improvements Account of the Debt Service Fund or other City debt service fund, all in accordance with Section 475.65 of the Act.

(b) Tax Abatement Account. Proceeds of the Tax Abatement Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Tax Abatement Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Tax Abatement Account of the Construction Fund and used solely to pay costs of the Abatement Project. Any balance remaining in the Tax Abatement Account of the Construction Fund after completion of the Abatement Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Bonds for such new

use and purpose, or credited to the Debt Service Fund or other City debt service fund, all in accordance with Section 475.65 of the Act.

(c) Equipment Account. Proceeds of the Equipment Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Equipment Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Equipment Account of the Construction Fund and used solely to pay costs of the Equipment. Any balance remaining in the Equipment Account of the Construction Fund after the Equipment has been acquired may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Equipment Portion of Bonds for such new use and purpose, or credited to the Equipment Account of the Debt Service Fund or other City debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the City are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Treasurer must pay such principal or interest from the general fund of the City, and the general fund shall be reimbursed for those advances out of the proceeds of the taxes levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying a portion of the principal and interest on the Bonds, there are levied direct annual irrevocable ad valorem taxes (the "Taxes") upon all of the taxable property in the City, to be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes shall be credited to each respective account in the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal and interest on the Bonds, additional taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of these Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Abatements and Taxes herein pledged shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Administrator may certify to the County Auditor-Treasurer of Pipestone County, Minnesota (the "County Auditor") that the City made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

4.07. City Covenants with Respect to the Street Improvement Portion of the Bonds. It is hereby determined that the Street Improvements will directly and indirectly benefit certain abutting and other benefited property in the City, and the City hereby covenants with the holders from time to time of the Street Improvement Portion of the Bonds as follows:

- (a) The City has caused or will cause the Assessments for the Street Improvements to be promptly levied so that the first installment will be collectible not later than 2026 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Street Improvement Portion of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Street Improvement Portion of the Bonds and interest thereon when due.
- (b) In the event of any current or anticipated deficiency in the Assessments or the Taxes, the Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.
- (c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Street Improvements, Assessments and the ad valorem taxes levied therefor, and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.
- (d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.
- (e) At least 20% of the cost to the City of the Street Improvements described herein has been or will be specially assessed against benefited properties.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Mayor, the City Administrator and the City Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator and the City Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Mayor, the City Administrator and the City Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means: (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The City covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The City shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest on the Bonds under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Mayor and the City Administrator, being officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The City covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1.148-8 of the Regulations. The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

6.03. No Rebate Required. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements (under Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations), the City finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in

which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000. For purposes of this Section 6.03, the City reasonably expects that the aggregate face amount of the Bonds will be equal to \$[3,130,000].

6.04. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.05. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2026 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2026 have been designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the City, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co.,

the words “Cede & Co.” shall refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds shall agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the City shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A
PURCHASE AGREEMENT

EXHIBIT B

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF PIPESTONE
CITY OF PIPESTONE

GENERAL OBLIGATION BONDS
SERIES 2026A

No. R-_____ \$ _____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
0.000%	February 1, 20__	August 20, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

The City of Pipestone, a duly organized and existing municipal corporation in Pipestone County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2027, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft or wire by Bond Trust Services Corporation, Minneapolis, Minnesota, as Bond Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2036, and on any day thereafter to prepay Bonds due on or after February 1, 2037. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City shall notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

[The Bonds maturing on February 1, 20__, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

February 1, 20__ Term Bond		February 1, 20__ Term Bond	
Year	Principal Amount	Year	Principal Amount

* Maturity

The principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine.]

This Bond is one of an issue in the aggregate principal amount of \$[3,130,000] all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on August 3, 2026 (the “Resolution”), for the purpose of providing money to aid in financing (i) street improvements in the City; and (ii) the acquisition of capital equipment, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 475, 469 and 429, as amended, and Minnesota Statutes, Sections 410.32 and 412.301, as amended. The principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by local improvements, in part from tax abatement revenues collected from certain property in the City and in part from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, tax abatement revenues, and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at

the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Pipestone, Pipestone County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: August 20, 2026

CITY OF PIPESTONE, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
August 20, 2026	Cede & Co. Federal ID #13-2555119	

EXHIBIT C
TAX LEVY SCHEDULES

STATE OF MINNESOTA)
)
COUNTY OF PIPESTONE) ss.
)
CITY OF PIPESTONE)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Pipestone, Pipestone County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on August 3, 2026 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2026A, in the original aggregate principal amount of \$[3,130,000].

WITNESS My hand officially as such City Administrator this _____ day of August, 2026.

City Administrator
City of Pipestone, Pipestone County, Minnesota

CITY OF PIPESTONE FEDERAL LANDS ACCESS PROGRAM (FLAP) PROJECT
SP 059-615-051 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 Federal Lands Access Program (FLAP) for the extension and construction of a pedestrian path across Hiawatha Park west of Hiawatha Ave in Pipestone, and the Pipestone National Monument.

WHEREAS, the County has agreed to sponsor the project as adopted by the Pipestone County Board of Commissioners on June 23, 2026; 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

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 City will calculate the total funds deposited with the County that were not needed for said project and the County will reimburse the City within one month of final close out of the 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 four 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's Delegated Contract Process (DCP), federal and Mn/Dot ADA requirements and will ensure 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, back sheet adjustments, and change 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 snow plowing and maintenance routine within the project areas under this agreement. And 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 specifications 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, sending of plans and specs to potential bidders, developing and sending 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

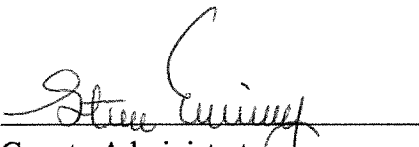
The City of Pipestone will publish the advertisement for sealed bids as required by law or in the event that the funding agency requires the County of Pipestone to conduct the bid process, the county will do so in accordance with all applicable requirements and consult with the City of Pipestone prior to awarding said bid/contract.

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 28 day of July, 2026.


Chairman of the County Board

ATTEST:


County Administrator

Adopted this ____ day of _____, 2026.

Mayor of the City Council

ATTEST:

City Administrator

RESOLUTION 59-25-26
A RESOLUTION CONCERNING
SPONSORSHIP FOR
CITY OF PIPESTONE’S FEDERAL LANDS ACCESS PROGRAM (FLAP)
PROJECT
Three Maidens Shared Use Trail

WHEREAS, the City of Pipestone, wishes to submit a FLAP grant to extend and reconstruct the pedestrian trail across Hiawatha Park between North Hiawatha and CSAH 15 in the City of Pipestone, and

WHEREAS, the need for the project was established during the development of the Pipestone Bicycle and Pedestrian Master Plan, adopted by the City of Pipestone’s Council in March of 2011,

WHEREAS, the City of Pipestone has requested that Pipestone County sponsor the project in order to receive said grant, and

WHEREAS, the City of Pipestone has agreed to secure and guarantee the local share of costs associated with this project, and

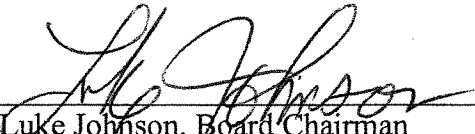
WHEREAS, Pipestone County and the City of Pipestone agree to define roles and responsibilities in a City – County agreement, which said agreement has been before the County Board and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE PIPESTONE COUNTY BOARD OF COMMISSIONERS that Pipestone County provide sponsorship as requested by the City of Pipestone for the project as presented and described.

ADOPTED by the Pipestone County Board of Commissioner on this 28th day of July, 2026.

Certification

The undersigned, a duly authorized officer of the County of Pipestone, hereby certifies that the above is a true and correct copy of a resolution duly approved by the County Board at a duly authorized meeting.



Luke Johnson, Board Chairman

Date: 7-28-26



Steve Ewing, Pipestone County Administrator

Date: 7-28-26

Memorandum of Understanding
Between
Southwest Health and Human Services
and
the City of Pipestone

The purpose of this Memorandum of Understanding is to establish a partnership between Southwest Health and Human Services (SWHHS) and the City of Pipestone to increase community access to naloxone (Narcan) by purchasing, and maintaining a publicly accessible naloxone wall cabinet at the Meinder's Library location.

SWHHS agrees to provide:

- The wall cabinet, and an initial supply of naloxone at no cost to the community partner.
- Provide educational material when available or requested.
- Replace expired or used naloxone, as funding and supplies allow.
- Serve as the primary contact for questions regarding the naloxone cabinet and program.

The community partner agrees to:

- Allow installation of the naloxone wall cabinet in an agreed-upon location that is accessible to the public during hours of operation.
- Make efforts to ensure cabinet is visible, unobstructed, and accessible.
- Notify SWHHS if naloxone is missing, damaged, approaching expiration date, or supplies are running low.
- Notify SWHHS if the cabinet requires repair or maintenance.
- Inform SWHHS if the organization no longer wishes to participate in the program or if the cabinet gets relocated. In the event the partner no longer wishes to participate, SWHHS will retrieve the wall cabinet.

This MOU shall remain in effect until terminated by either party upon written notice.

Good Samaritan Overdose Prevention Law (Minn. Stat. § 604A.04) provides certain legal protections for individuals who, in good faith, obtain, possess, distribute, or administer naloxone to someone they reasonable believe is experiencing an opioid overdose. The law also provides protections for individuals who, in good faith, seek emergency medical assistance for a person experiencing a drug-related overdose, as provided by Minnesota law.

If naloxone is removed from cabinet for immediate/emergency use in community partner's establishment, individuals should call 911 immediately and follow the instructions provided with the naloxone medication.

Community Organization:

_____ Signature	_____ Mayor	_____ Date
--------------------	----------------	---------------

_____ Signature	_____ City Clerk	_____ Date
--------------------	---------------------	---------------

Southwest Health and Human Services:

_____ SWHHS Signature	_____ Title	_____ Date
--------------------------	----------------	---------------

_____ Board Chairperson Signature	_____ Title	_____ Date
--------------------------------------	----------------	---------------

CITY OF PIPESTONE
APPLICATION FOR LIQUOR, BEER OR WINE LICENSES

_____ On & Off-Sale Beer License - \$200 _____ On-Sale Beer License - \$100
_____ On-Sale Liquor License - \$2500 ☒ Off-Sale Beer License - \$100
_____ On-Sale Sunday Liquor License - \$15 _____ Club On-Sale License - \$100
_____ On-Sale Wine License - \$125 _____ Consumption & Display License - \$100

Please Print or Type — Attach Copy of Driver's License

Applicant's Name Last O'Shea First Carol Middle (no Initials) Patricia		
DBA or Trade Name		
Applicant's Address 5505 Kellogg Ave, Edina MN 55424	Date of Birth 11/06/1977	License Address 1106 - 8th St SW Pipestone, MN 56164
Applicant's Home Phone Cell 612-250-5277	Social Security Number 473-90-6348	Business Phone 507-825-4201
Applicant's Maiden or Previous Name Sokol	Driver's License Number E365-059-166-114	License Period from to
Applicant's Previous Address N/A	Business MN Tax ID Number 8058647	Business Federal Tax ID Number 41-0824910

_____ Partnership ☒ Corporation

Give name, title, home address, date of birth and social security number for all partners, or the officers and directors of a partnership or corporation.

Partner/Officer Name Christopher Michael Coborn	Title CEO
Social Security Number 476-80-0907	Date of Birth 02/10/1959
Address 3104 Dunbar Rd, St. Cloud, MN 56301	Percent Stock or Partnership Interest 12.58%

MANAGER FORM

Before a license is issued to an applicant or to a corporation, partnership of association, the applicant or applicants shall appoint in writing a person who is by normal definition and duties described as the manager. Such manager shall give written consent to: 1) take full responsibility and be in charge of the day to day operations of the licensed premises; 2) take full responsibility and be in charge of the day to day operations of the licensed premises relative to the activities and operation authorized by the license; and 3) serve as agent for receipt of notices and other processes relating to the license. The manager must be a person who, by reason of age, character, reputation and other attributes, could qualify individually as a licensee. If such manager ceases to act in such capacity for the license without appointment of a successor, the license issued shall be subject to revocation or suspension. The manager must complete the General Authorization Form.

Please Print or Type

Nettik Keith Edmond
Last First Middle (no initials)
1106 8th Ave SW Pipestone MN 56164
Address City State Zip
(507) 825-4201 (507) 215-2120
Business Phone Personal Phone

I ACCEPT THE ABOVE APPOINTMENT AND
CERTIFY THAT I AM 21 YEARS OF AGE OR OLDER.

7/7/26 [Signature]
Date Signature of Manager

NOTE: Any change in manager during the license period requires a notice be given to the City Clerk plus a completed Manager Form, General Authorization and Release Form and payment of the Change in Management Investigation Fee - \$50.

Referred to Sheriff for Investigation this	<u>24</u>	day of	<u>July</u>	20 <u>26</u>
Recommendation by Sheriff:	Approved <u>X</u>	Disapproved		
Reason for disapproval				
Sheriff	<u>Kate Nucum</u>		Date	<u>7.24.26</u>

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155



Mailing Address:
PO Box 64217
St. Paul, MN 55164-0217

Email: dli.license@state.mn.us
Website: dli.mn.gov
Phone: (651) 284-5034

Certificate of Compliance
Minnesota Workers' Compensation Law
This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.
A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number 507-825-4201	Alternate telephone number 320-252-4222	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) Coborn's, Incorporated			
DBA ("doing business as" or "also known as" an assumed name), if applicable Coborn's Liquor			
Business address (must be physical street address, no P.O. boxes) 1106 - 8th St SW		City Pipestone	State MN
County Pipestone		ZIP code 56164	
		Email address lic.info@cobornsinc.com	

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☒ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent) Sentry Insurance		
Policy number: 90-03061	Effective date: 7/1/2026	Expiration date: 6/30/2027
☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see https://mn.gov/commerce/industries/insurance/licensing/self-insurance .)		

2. I am not required to have workers' compensation insurance because:
- ☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
 - ☐ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
 - ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
 - ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name: Carol O'Shea

Applicant signature (required) 	Title CFO	Date 7-13-2026
------------------------------------	--------------	-------------------

If you have questions about completing this form or to request this form in braille, large print or audio.

PIPESTONE

Minnesota

PAID

JUL 29 2026

Application for Municipal Dance License

Applicants must contact the Pipestone County Sheriff's Department at least 30 days prior to the date of the dance to schedule Police Officers

The applicant below hereby applies for a license to operate a dance in the City of Pipestone in Pipestone County in the State of Minnesota in accordance with the information given below and the ordinance(s) of the City of Pipestone.

License Type

- ☐ Annual Dance License (\$125.00) ☒ Daily Dance License (\$25.00/day)

Dance Information - Tell us about the dance you are organizing

Dance Date(s) August 22, 2026

Time the Dance(s) will Start 8:00 am

Time the Dance(s) will End 10 pm

*Additional fees may be billed if the dance goes over the number of hours specified on this permit.

Location of Dance(s) Leon H. Moore Park

Age Limits NA

Band/DJ Worship Group CDG MN

Number of Police Officers present at Dance 0

Applicant Information

Applicant Name Junior Aguilar

Address 500 Pipestone MN 56164

Phone [REDACTED]

Federal Tax ID # 7 MN Tax ID #

Email [REDACTED] gmail.com

Applicant Signature [REDACTED] Date 7-29-26

For Office Use Only

☐ Application Complete

☐ Fees Received

City Council Meeting Date:

Dance License: ☐ Approved ☐ Denied

License No: