



City Council Regular Meeting Agenda

March 03, 2025 at 6:30 PM

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

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

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

5. ****Approval of Minutes**

A. February 18, 2025 Regular Meeting Minutes

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

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

8. **Legal**

9. **Engineering**

10. ****Financial**

A. Payment of Claims-Listing of Bills

11. **Old Business**

A. REMOVED Harmon Park Pickleball Court Project Pay Requests No. 3 and No. 4 / Final

B. Consider Rescinding the Approval of the Alcohol and Beverage Dispenser Agreement for the Hiawatha Lodge

12. **New Business**

A. Resolution 2025-19: A Resolution Accepting Donations

B. Resolution 2025-20: A Resolution Regarding an Application for Authorization for Exemption from Lawful Gambling License

- C.** Consider the Resignation of Justin Schroyer from the Community Improvement Commission
- D.** Schedule Public Hearing to Vacate Alley in Crawford's Addition
- E.** REMOVED Consider Authorization to Allow City Staff to Approve On-Sale Liquor Licensed Vendors to Operate at the Hiawatha Lodge

13. Closing Comments

14. Executive/Closed Session

15. Adjournment

Pipestone, Minnesota
February 18, 2025

Pursuant to due call and notice thereof, a regular meeting of the Pipestone City Council was duly held in-person and via Zoom in the Municipal Building at 6:30 p.m. on the 18th day of February 2025. Mayor Dan Delaney called the meeting to order. Roll call was taken, and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, and Danielle Thompson, Absent: Scott Swanson, and Verdeen Colbeck. Others present: Kyle Kuphal, City Attorney Jason Hill via Zoom, City Engineer Travis Winter, Steve Everett, James Hartke, Justice Fletcher, Brian Schneider, Cable Access Coordinator Steve Moffitt, and Assistant City Administrator/City Clerk Stephanie LaBrune.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA - ADDITIONS, CHANGE OR DELETIONS

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

CONSENT AGENDA

Mayor Delaney stated the Consent Agenda contains the February 1, 2025, Special Meeting Minutes, the February 3, 2025 Special Meeting Minutes, the February 3, 2025 Regular Meeting Minutes, the January 2025 Financial Report, and the Payment of Claims-Listing of Bills. He then asked if there was any discussion regarding these items. No discussion was held.

Motion was made by Thompson, seconded by Smidt and unanimously carried to approve the Consent Agenda items which consisted of the February 1, 2025, Special Meeting Minutes, the February 3, 2025 Special Meeting Minutes, the February 3, 2025 Regular Meeting Minutes, the January 2025 Financial Report, and the Payment of Claims-Listing of Bills in the amount of \$324,648.78 for warrants #074181 to #074328 to be issued in payment thereof.

COMMUNITY CONCERNS

Assistant City Administrator LaBrune stated that there was no one signed in for community concerns and she did not receive any calls or e-mails with concerns.

PUBLIC HEARING

Public Hearing Relating to the proposed permanent concrete pavement improvements to the gravel portion of Industrial Road pursuant to Minnesota Statute 429.011 to 429.11

Mayor Delaney stated this public hearing is to hear public comment of the consideration of permanent concrete pavement improvements to the gravel portion of industrial road pursuant to Minn. Stat. §429.011 to 429.11. He said, the area proposed to be assessed for such improvement is all adjacent parcels and the estimated cost of the improvement is \$261,000 and all adjacent property owners have received letters in the mail showing the estimated assessment impact to their properties. He then called for a motion to open the public hearing.

Motion made by Smidt, seconded by Thomson, and unanimously carried to open the public hearing at 6:33 p.m. to consider permanent concrete pavement improvements to the gravel portion of Industrial Road pursuant to Minnesota Statute 429.011 to 429.11.

Delaney then invited the public to speak.

James (Rusty) Hartke, owner of Gorter Clay and Dairy, stated that he felt the cost of the project was pretty expensive. He said he has always questioned why there was curb and gutter installed on Industrial Road because he felt a gravel surface is all that is needed. He also stated that he wondered why other streets were not assessed and challenged the council in the past to get grants for the road project and told the council that he thinks the decision to pave the road should be tabled until funding is available for the road.

Brian Schneider, owner of Pipestone Livestock and Auction, stated that he has owned property in Pipestone since 1987 and said he has heard a lot of promises and is sick of getting dinged for more taxes without seeing any of it. He said the city has a dental clinic but does not think a low-income person with a bad tooth brings a lot of people or business to town like his business does. He also questioned why the city wants another industrial park. He said maybe the city should work at keeping current businesses. He explained that it is hard to get new businesses when Pipestone is located so close to South Dakota. He said the city needs to take care of the people already here. He shared that there have been several other nearby livestock barns that have closed. He said he has heard a lot of promises and has a respectable business and wants to be treated fairly.

Steve Everett, owner of Everett Tire and Auto, said he agrees with Brian. He said he has spent a lot of tax money plus thousands in gravel to do the street initially. He said there is a lot of traffic and about 80% of the traffic is semis. He suggested putting up a toll booth to get reimbursed. He also asked if the estimates on the project included a reimbursement for the gravel that would need to be removed.

Mayor Delaney asked Engineer Winter if the Public Works Director's original quote showed any salvage value for the gravel. Winter stated that there would be some salvage value there with seven inches of gravel needing to be removed and said it would be up to the bidder how they wanted to incorporate that into their final bid. Winter also shared that there was a petition for the road to be paved in 2018 and at that time the proposal was to install an eight-inch road. Delaney said if the process continues there would be bids received for the project.

With no other comments, Delaney called for a motion to close the public hearing.

Motion made by Thompson, seconded by Smidt, and unanimously carried to close the public hearing at 6:43 p.m.

Delaney said he appreciated the opinions and said the council will arrive at a decision at a later date.

ENGINEERING

Harmon Park Pickleball Court Pay Request No. 3 and No. 4

Winter shared that the pickleball court project has been completed and said pay request no. 3 is for a total of \$3,472.05 and pay request no. 4 is for \$12,186.28. He explained that the two pay requests are the final requests and if approved would release the retainage and start the warranty period for the project.

Smidt had concerns about paint that was redone in places on the courts that does not match. He also said that there are dips in the surface that hold water and did not feel that the work was done to everyone's expectations.

Winter agreed with Smidt saying that the paint did not look right but said that it seems to be blending in now. He also said that the water ponding seemed to become an issue after the fence was installed and said if you try to fix the ponding in one location it may cause ponding in another due to the asphalt surface. Winter said if it was a concrete paved surface the results may have been different and said he feels it was the best that could be done with the starting conditions.

Delaney called for a motion. After additional discussion, a motion was made by Delaney and seconded by Thompson to table the agenda item to the next meeting to allow Winter to do more research on the project warranty. The motion was unanimously carried and approved.

OLD BUSINESS – None.

NEW BUSINESS

Farmers Market Request

Delaney said the Pipestone Farmers Market vendors are requesting permission to close the south half of the city parking lot located behind the Historic Calumet for their Farmers Market every Saturday beginning June 14th through October 25th from 7:30 a.m. to 1 :00 p.m. and every Wednesday evening beginning July 2nd through October 29th from 4:00 p.m. to 6:30 p.m.

Motion made by Thompson, seconded by Smidt, and unanimously carried to approve the request by the Pipestone Farmers Market Vendors to close the south half of the city parking lot located behind the Historic Calumet for their Farmers Market every Saturday beginning June 14th through October 25th from 7:30 a.m. to 1 :00 p.m. and every Wednesday evening beginning July 2nd through October 29th from 4:00 p.m. to 6:30 p.m.

Resolution 2025-17

Mayor Delaney stated that the following donations have been received and this resolution accepts the donations:

- Prairielands Library Exchange \$600.00 – to assist Meinder's Library with craft supplies

Motion was made by Smidt, seconded by Thompson and unanimously carried to approve Resolution 2025-17: A Resolution Accepting Donations.

Resolution 2025-18

Delaney said this resolution is a resolution declaring vacancies on the Housing and Redevelopment Authority (HRA) Board of Commissioners. He then explained that it was recently discovered that the HRA Board has been operating with board members who are not residents of the City of Pipestone according to Minnesota State Statutes, section 469.003, subd. 5. Delaney said this is only to ensure that the city stays in compliance with state statute and thanked the outgoing members for their good work on the HRA board. He also said that he hoped they can continue their good service on other community boards.

Motion made by Thompson, seconded by Smidt, and unanimously carried to approve Resolution

2025-18: Resolution Declaring Vacancies on the Board of Commissioners of the Housing and Redevelopment Authority of Pipestone.

COUNCIL LIAISON REPORTS

Heritage Preservation Commission – Delaney said an organizational meeting was held on January 14th to elect officers. He said the commission talked about a geo caching project and their desire to rehabilitate and preserve the Carnegie library building.

Hiawatha Pageant Park Commission – No report.

Housing and Redevelopment Authority – Delaney gave a report due to Swanson’s absence. Delaney said there was an organizational meeting and it was discovered that there were discrepancies with the HRA bylaws and state law.

Human Rights Commission – Delaney said there was an organizational meeting and during the meeting there was an update provided on the Magellan Pipeline. He also said Travis’ law was discussed and the commission is doing research to find out if the city is interested in assisting with the Pride Picnic. Delaney said it would be difficult for the city to do but said it will get looked into.

Planning Commission – Delaney said the Planning Commission is currently reviewing a 70-page sign ordinance draft in attempt to update the city codebook. He said the process will take some time yet and said a draft will be presented to the council at a later date.

CLOSING COMMENTS – None.

ADJOURNMENT

Motion made by Thompson, seconded by Smidt, and unanimously carried to adjourn the meeting at 6:59 p.m.

Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
Assistant City Administrator / City Clerk

January 21st Minutes

Hiawatha Lodge Alcohol Dispenser Agreement

Delaney said, included with the council packets is a copy of the Alcohol and Beverage Dispenser Agreement for the Hiawatha Lodge. He then explained the agreement between the City of Pipestone and the Hatfield Entertainment Group, LLC. Attorney Hill shared that he made a few minor changes to the agreement to ensure that there were protections in place for both parties.

Motion made by Thompson, seconded by Smidt and unanimously carried to approve the Hiawatha Lodge Alcohol Dispense agreement for 2025 between the City of Pipestone and the Hatfield Entertainment Group, LLC.

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

This Alcohol and Beverage Dispenser Agreement (“Agreement”) is hereby made and entered into by and between the City of Pipestone, a Minnesota municipal corporation (hereinafter “City”) and Hatfield Entertainment Group, LLC (hereinafter “Contractor”), a Minnesota limited liability company, on this 21st day of January 2025.

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

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

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

1. Scope of Work. The Contractor has been retained by the City to be the primary entity to provide alcohol and beverage dispenser services (“Services”) at the Hiawatha Lodge (“Lodge”). These services can only be provided by a contractor with an approved Caterer’s Permit with Alcohol issued by the State of Minnesota. Subcontracting of the Services outlined is permitted provided that subcontractor also has a Caterer’s Permit with Alcohol approved by the State. A further description of services to be provided by Contractor is included herein as Attachment A, and incorporated herein as part of this Agreement.

2. Address and Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of the Contractor is:

Hatfield Entertainment Group, LLC
340 2nd Street
Hatfield MN 56164
Business: 507-825-0069
Cell Phone: 605-209-7672 (Matthew Sibley)

3. Term. This Agreement shall be effective from the date first entered above and terminate December 31, 2025 or pursuant to the termination provision herein.

4. Notice of Intent to Renew. On or before November 1, 2025, the Contractor shall notify the City in writing if it does not intend to provide liquor serves at the Lodge for 2026. Failure of the Contractor to notify the City by this date shall permit the City to proceed to negotiate with the other entities to provide service. The provisions of this section do not restrict or prohibit the City’s ability to terminate the Agreement in accordance with Section 6 below.

5. Performance Review. This Agreement will be reviewed on or before December 1, 2025 by the City. If any deficiencies are noted during the review process, the Contractor may be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

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

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

13. Not Exclusive. This Agreement does not constitute an exclusive contract between the City and the Contractor. The City remains free to contract for similar services from other consultants and the Contractor remains free to contract to provide similar services to others, provided that any such contracts do not interfere with the delivery of Services under this Agreement.

14. Amendments. No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.

15. Taxes. The Contractor acknowledges that it, and it alone, shall be liable for and shall pay, the applicable gross receipts and all other taxes due on all monies paid to it under this Agreement and that the City shall have no liability for payment of such tax. The Contractor also acknowledges that it, and it alone, shall be liable to the State and Federal governments and/or their agencies for income and self-employment taxes required by law and that the City shall have no liability for payment of such taxes or amounts.

16. Indemnification. The Contractor agrees to defend, indemnify and hold harmless, the City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services specified in this Agreement and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by the City of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

17. Insurance. The Contractor agrees to at all times during the term of this Agreement, have and keep or cause to have and be kept in force, and to cause all Contractors and subcontractors to do likewise, the following insurance coverages with at least the following limits:

(a) Liquor Liability Insurance in amounts of at least equal to the requirements set forth by Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division requirement for a Caterer's Permit with Alcohol.

(b) Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

Limits

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

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

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

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

- 18. Assignment and Subcontracting. The Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without prior notification and approval of the City.
- 19. Conflict of Interest. The Contractor agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
- 20. Default by Contractor. Unless excused by City’s default, the occurrence of an uncontrollable circumstance, or City issuing a written waiver of default, each of the following shall constitute default on part of the Contractor:
 - (a) The written admission by the Contractor that it is bankrupt; or filing by Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed

within ninety (90) days. The Notice of Default and cure provision of this Agreement do not apply to this paragraph;

- (b) The making of any arrangement with or for the benefit of Contractor's creditors involving an assignment to a trustee, receiver or similar fiduciary. The Notice of Default and cure provisions of this Agreement do not apply to this paragraph;
- (c) Making a material misrepresentation in any of the documents submitted by the Contractor or in any other provisions or conditions relied upon in the making or modification of the Agreement;
- (d) The Contractor is found to persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- (e) Failure to make satisfactory progress towards completion of the Services; or
- (f) Failure to perform any other material provision of the Agreement.

- 21. Written Notice of Default. Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and a reasonable cure period.
- 22. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such longer period as may be provided in the Notice of Default, then this Agreement may immediately be terminated by the party not in default providing a written notice of termination to the party in default.
- 23. Withholding of Payment. Notwithstanding any other provision of the Agreement, the City may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused, waived in writing, cured, or the Agreement is terminated. The City shall not be responsible for paying any portion of the withheld funds upon translation for the Contractor's default if the services for which payment is being sought were deficient or are not usable by the contractor hired to complete the Services.
- 24. Preservation of Other Remedies. The rights and remedies of the City provided in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- 25. No Waiver. If the City fails to enforce any provisions of this Agreement, such failure does not waive the provision or the City's right to enforce it.
- 26. Nondiscrimination. Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment.

Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.

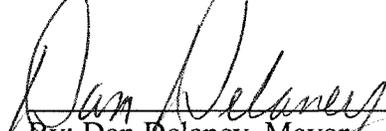
- 27. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the court's findings.
- 28. Scope of Agreement. This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.
- 29. Applicable Law. This Agreement shall be governed by the laws of the State of Minnesota and the ordinances, resolutions, rules and regulations of the City. Any legal proceeding brought against the City arising out of this Agreement, shall be brought before the Fifth District Court, Pipestone County, State of Minnesota.
- 30. Applicable Liquor and Licensing Law. The Contractor is responsible for complying with all federal, state, and local laws encompassing the purchase, sale and transportation of liquor and shall protect and defend the City's interest.
- 31. Illegal Acts. It shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise hereby prohibited.
- 32. Compensation and Consideration. No compensation shall be paid by the Contractor to the City. No compensation shall be paid by the City to the Contractor. Consideration for this Agreement is granting Hatfield Roadhouse use of the Lodge at no charge.

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

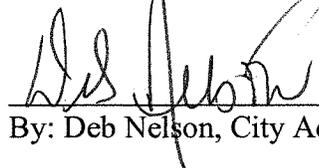
HATFIELD ENTERTAINMENT GROUP, LLC

By: Matthew Sibley
Its: _____

CITY OF PIPESTONE



By: Dan Delaney, Mayor



By: Deb Nelson, City Administrator

ATTACHMENT A

Hatfield Entertainment Group, LLC (hereafter Contractor) agrees to the following supplemental Scope of Work for the provision of Alcohol and Beverage Dispenser Services at the City of Pipestone's Hiawatha Lodge.

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

Contractor must be coordinated in advance so that appropriate scheduling developed.

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

RESOLUTION 2025-19

A RESOLUTION ACCEPTING DONATIONS.

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

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

<u>Name of Donor(s)</u>	<u>Amount</u>	
• Southwest Initiative Foundation	\$10,000.00	– grant to assist the city with remodeling costs of business incubator space at City Hall.
• Southwest Initiative Foundation	\$1,350.00	– grant to assist the city with providing swimming lessons and aquatic center passes to individuals.
• Pepsi Cola Bottling Co.	\$500.00	– to assist the Park & Rec Department with the youth Twin’s trip.
• Pipestone Livestock Auction Market, Inc.	\$499.14	– to assist the Park & Rec Department with the youth Twin’s trip.
• Hord Farms West, LLP	\$499.14	- to assist the Park & Rec Department with the youth Twin’s trip.
• First Farmers & Merchants	\$499.14	to assist the Park & Rec Department with the youth Twin’s trip.

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

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

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

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

Passed and adopted by the City Council of the City of Pipestone this 3rd day of February 2025.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

RESOLUTION 2025-20

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

WHEREAS, Pipestone Sportsmen’s Club, a non-profit organization, in Pipestone, Minnesota has requested a Lawful Gambling Exemption by written application dated February 24, 2025; and

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

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

1. The City of Pipestone does approve the Application for Exemption for special event of April 25, 2025, filed with the City and/or the Minnesota Charitable Gambling Board.
2. The City Clerk is directed to sign the City Approval for the Lawful Gambling Exemption application dated February 24, 2025, and to forward same, together with a copy of this resolution to the applicant who will then forward the information onto the Minnesota Charitable Gambling Control Board.

Adopted by the City Council of the City of Pipestone this 3rd day of February 2025.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

CITY OF PIPESTONE

COMMISSION: Community Improvement

LETTER OF INTEREST

Name: Justin Schroyer

Date: 2-27-25

Address: [REDACTED]

Phone: [REDACTED]

City/State/Zip: Pipestone, MN 56164

Email: _____

Mayor and City Council Members
City of Pipestone
119 2nd Ave SW
Pipestone MN 56164

Dear Mayor and Council Members:

FOR THE YEAR 2025

I would like to express my interest in being appointed to the _____ for the term.

I would like to express my interest in being re-appointed to the _____ for the term.

I wish to resign from the Community Improvement.

Sincerely,

Justin Schroyer

March 10, 2025

PLEASE RETURN TO CITY HALL

FOR OFFICE USE ONLY			
MAYOR	CLERK/AGENDA	CITY COUNCIL	
<input type="checkbox"/> APPROVE	<input type="checkbox"/>	<input type="checkbox"/> APPROVE	
<input type="checkbox"/> DENY		<input type="checkbox"/> DENY	

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



EAST/WEST ALLEY

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Pipestone County, MN., Pro-West and Associates, Inc.

Tax Parcel Viewer

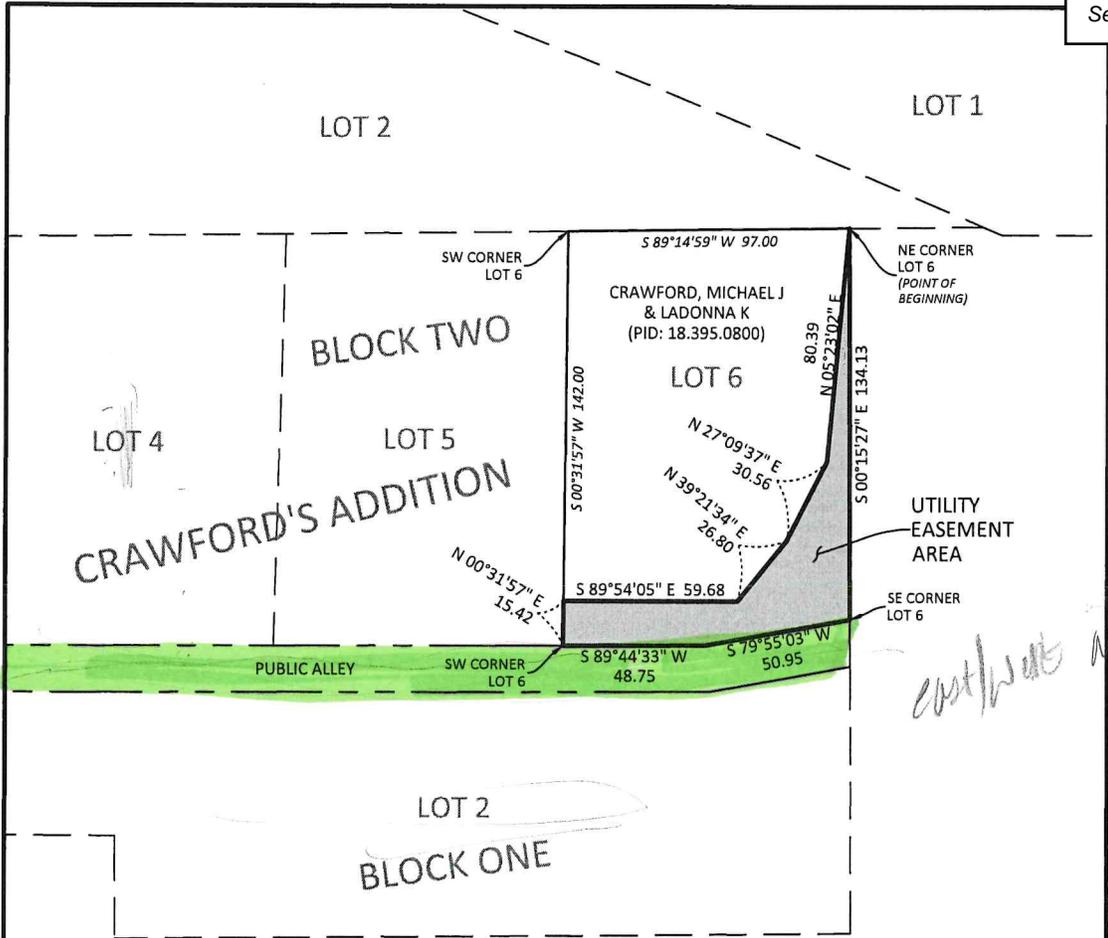
Pipestone County, Minnesota

1-1,128

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

Date: 2/25/2025





Handwritten notes: "sw" and "east/west alley"

EASEMENT DESCRIPTION:

All that part of Lot 6, Block Two CRAWFORD'S ADDITION in the City of Pipestone according to the plat thereof on file and of record in the Office of the County Recorder, Pipestone County, Minnesota described as follows:

Beginning at the northeast corner of said Lot 6; thence South 00 degrees 15 minutes 27 seconds East, along the east line of said Lot 6, a distance of 134.13 feet to the southeast corner of said Lot 6; thence South 79 degrees 55 minutes 03 seconds West, along the south line of said Lot 6, a distance of 50.95 feet; thence South 89 degrees 44 minutes 33 seconds West, along the south line of said Lot 6, a distance of 48.75 feet to the southwest corner of said Lot 6; thence North 00 degrees 31 minutes 24 seconds East, along the west line of said Lot 6, a distance of 15.42 feet; thence South 89 degrees 54 minutes 05 seconds East, a distance of 59.68 feet; thence North 39 degrees 21 minutes 34 seconds East, a distance of 26.80 feet; thence North 27 degrees 09 minutes 37 seconds East, a distance of 30.56 feet; thence North 05 degrees 23 minutes 02 seconds East, a distance of 80.39 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Joseph A. Haefner
License Number 43909

2/11/2025
Date



H:\PIPESTONE CI MN\OF1133367\CAD\CSD\133367V-EASE05.dwg 2/19/2025 5:24 PM

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BOLTON & MENK

1501 SOUTH STATE STREET
SUITE 100
FAIRMONT, MN 56031
(507) 238-4738

EASEMENT EXHIBIT
CITY OF PIPESTONE, MINNESOTA

LOT 6, BLOCK TWO CRAWFORD'S ADDITION
CITY OF PIPESTONE, MN

FOR: PIPESTONE, CITY OF

FIELD BOOK:

DRAWN BY: JTR

SEC. 23-106-45 (23)

JOB NUMBER: 0F1.133367