



City Council Regular Meeting Agenda

March 17, 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. March 3, 2025 Regular Meeting Minutes

6. Community Concerns (Maximum 3 Minutes Per Person)

7. Public Hearings, Petitions, and Bid Openings

8. Presentations

A. ACE of Pipestone County - Jill Toering

B. Casey Jones Trail Event - Myron Koets

9. Legal

10. Engineering

A. Award Bid for 2025 AWOS Replacement Project

11. **Financial

A. Payment of Claims-Listing of Bills

B. February Financial Reports

12. Old Business

13. New Business

- A. Resolution 2025-21: Resolution Granting a Variance to Construct Accessory Structures that Exceed the Allowed Maximum Height on Property Located at 113 8th Avenue NE in the City of Pipestone
- B. Resolution 2025-22: A Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
- C. Resolution 2025-23: A Resolution Ordering Improvement and Preparation of Plans
- D. Carnegie Library Scope of Work Proposal
- E. Housing and Redevelopment Authority Board Appointments
- F. Solar Energy and Storage Lease Agreement Estoppel Certificate
- G. Approval Vendor(s) to Serve Alcohol at the Hiawatha Lodge
- H. Fire Services Agreement

14. Closing Comments

15. Executive/Closed Session

16. Adjournment

Pipestone, Minnesota
March 3, 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 3rd day of March 2025. Mayor Dan Delaney called the meeting to order. Roll call was taken, and a quorum was declared. Members present: Dan Delaney, Scott Swanson, Verdeen Colbeck and Danielle Thompson, Absent: Rodger Smidt. Others present: Glenn Nelson, Tammy Manderscheid, Travis Lund, Kyle Kuphal, City Attorney Jason Hill via Zoom, City Engineer Travis Winter, 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 Colbeck, seconded by Thompson, and unanimously carried to approve the agenda with the deletion of item A. Harmon Park Pickleball Court Project Pay Requests No. 3 and No. 4 / Final under Old Business and item E. Consider Authorization to Allow City Staff to Approve On-Sale Liquor Licensed Vendors to Operate at the Hiawatha Lodge under New Business.

CONSENT AGENDA

Mayor Delaney stated the Consent Agenda contains the February 18, 2025, Regular Meeting Minutes, and the Payment of Claims-Listing of Bills. He then asked if there was any discussion regarding these items. No discussion was held.

Motion was made by Swanson, seconded by Colbeck and unanimously carried to approve the Consent Agenda items which consisted of the February 18, 2025, Regular Meeting Minutes, and the Payment of Claims-Listing of Bills in the amount of \$427,073.09 for warrants #074329 to #074413 to be issued in payment thereof.

COMMUNITY CONCERNS

Assistant City Administrator LaBrune stated that there were two people signed in for community concerns, Glenn Nelson and Tammy Manderscheid. Additionally, she stated there were no other concerns received.

Mayor Delaney invited Glenn Nelson to the podium. Nelson stated that he is a resident of Sioux Falls, South Dakota but owned property at 210 2nd St. NW and 111 4th Ave. SW. He also explained to the council that he previously was a representative of a utility committee in the Golden Vista Retirement Park in Arizona which elected him to go further with researching Pipestone's utility rates. He said he has reviewed the city ordinance and researched State Statutes. He spoke about the recommendation from Ehlers to place base fees on properties whether they are connected or not. Delaney then reminded Nelson that he was over the three-minute time limit and asked Nelson to wrap up his comments. Nelson continued by referencing a state statute that allows cities to apply charges to all landowners connected to the system. He said his complaint is that the city's charges are unreasonable. He also said that he did not think it was right for so much debt to be placed on the landowners. He said he figured that each owner should only pay \$5.40 per month based on the city's income and expenses. Lastly, he said that statutes allow cities to finance but said residents should not pay the brunt of the cost.

Mayor Delaney then invited Tammy Manderscheid to the podium. Manderscheid handed out packets of information to the council and stated that she is the Housing Redevelopment Authority (HRA) Director and is present to voice her concerns in regards to the decision of the City Attorney that three current HRA board of commissioners are disqualified due to not residing in the area of operation of the authority. She continued by saying that the HRA operates throughout Pipestone County and a portion of Rock County. She stated that she is concerned about the unintended consequences and ensuring the continued good work of the Pipestone HRA and its relationship with other communities and HUD.

Manderscheid also spoke about the HRA operations and said an important fact is that Pipestone's HRA's area of operation is not limited to Pipestone city limits. She said the communities included in the service area are Pipestone, Edgerton, Jasper, Ihlen, Holland, Ruthton, Verdi, and Beaver Creek. Additionally, she noted that she did not believe the Mayor or Council members were properly informed of the area of service prior to approving the resolution at the February 18th city council meeting and asked for reconsideration. Manderscheid then referenced the past HRA board members that resided outside of city limits and stated that their eligibility was never questioned in the past. She went on to say that in February 2022, the City Council affirmed the soundness of appointing good quality candidates even if they did not reside in Pipestone when City Administrator/Attorney Jeff Jones stated that he found no language in either the code book or the charter prohibiting out-of-town individuals from sitting on the city boards and commissions. She reiterated that she wants the HRA board to be legal and have strength with board members throughout the HRA's area of operation which extends outside of the city limits of Pipestone. Manderscheid also questioned the objectives being sought by the city and requested that her three board members be reinstated. She also asked if those members could not be reinstated, if three other recommendations could be considered, and went on to say that she had four additional recommendations if the council did not want to reinstate or appoint the first three recommendations.

Mayor Delaney thanked Manderscheid for her comments and no other community concerns were heard.

OLD BUSINESS

Rescind the Approval of the Alcohol and Beverage Dispenser Agreement for the Hiawatha Lodge
Mayor Delaney stated after further review of the agreement between the city and Hatfield Entertainment Group, it is being recommended by Attorney Hill to rescind the approval of the agreement that was approved by the council on January 21st.

Motion made by Colbeck, seconded by Swanson and unanimously carried to rescind the approval of the alcohol and beverage dispenser agreement between the city and Hatfield Entertainment Group, that was previously approved by the council on January 21st.

NEW BUSINESS

Resolution 2025-19

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

- 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.

Motion was made by Swanson, seconded by Thompson and unanimously carried to approve Resolution 2025-19: A Resolution Accepting Donations.

Resolution 2025-20

Delaney said The Pipestone Sportsmen's Club is requesting a gambling permit so they can sell raffle tickets at their annual banquet on April 25, 2025 at the Pipestone National Guard Armory Building. He explained, if the council approves their application, it will be forwarded to the Minnesota Gambling Control Board with no waiting period.

Motion made by Thompson, seconded by Colbeck, and unanimously carried to approve the request by the Pipestone Sportsmen's Club for a gambling permit with no waiting period, so they can sell raffle tickets at their annual banquet on April 25, 2025 at the Pipestone National Guard Armory Building.

Community Improvement Commission Resignation

Delaney said Justin Schroyer has submitted his resignation on the Community Improvement Commission and asked for Council approval to accept the resignation.

Motion made by Swanson, seconded by Colbeck, and unanimously carried to approve Justin Schroyer's resignation from the Community Improvement Commission.

Schedule Public Hearing

Delaney explained that the Water/Wastewater department is recommending that the council vacate the section of right of way located South of the 8th Avenue Diner, and property owned by Dave Bucher, and Michael Crawford. He said the area was originally platted as a public right of way but is only used as a private driveway by Crawford and Bucher and in order to vacate the right of way in Crawford's Addition, a public hearing will need to be held. He said staff is recommending to hold the public hearing on April 7th at approximately 6:30 p.m.

Motion by Colbeck, seconded by Thompson, and unanimously carried to schedule a public hearing on April 7, 2025 at approximately 6:30 p.m. for the proposed vacation of the section of right of way in Crawford's Addition located South of the 8th Avenue Diner, and property owned by Dave Bucher, and Michael Crawford.

CLOSING COMMENTS –

Councilmember Thompson reminded the public of the Annual Ambulance chili fundraiser coming up.

ADJOURNMENT

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

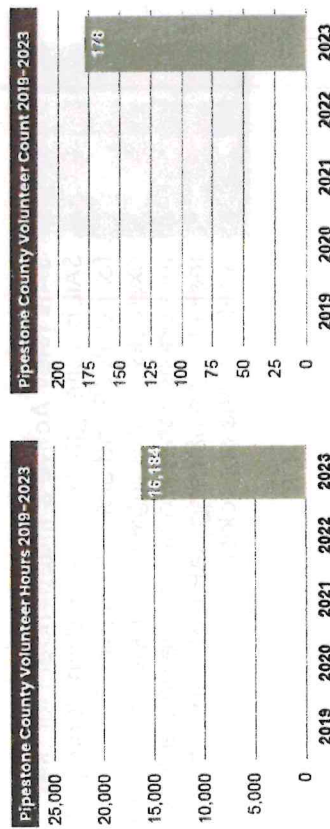
Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
Assistant City Administrator / City Clerk

Creating strong, involved communities focusing on volunteerism and active living programs for adults 55 & above, and care partners of all ages.

Pipestone County Volunteer Hours 2019-2023		Pipestone County Volunteer Count 2019-2023	
	2019	2020	2021
25,000			
20,000			
15,000			
10,000			
5,000			
0			



1.	Pipestone Co. Food Shelf	18 volunteers	4,255 hours	1,225 served/month
2.	UCAP Transportation Pipestone Co.	4 volunteers	3,169 hours	150 served/month
3.	PEWEC Gift Shop/Office	40 volunteers	2,781 hours	2,350 served/month
4.	Pipestone Senior Citizens Center	13 volunteers	1,031 hours	150 served/month
5.	Pipestone Co. Fair	30 volunteers	1,015 hours	1,100 served in 2023
6.	Meads on Wheels - Pipestone	15 volunteers	492 hours	810 served/month
7.	Quilling Biscuits	1 volunteer	137 hours	73 served in 2023
8.	Arts & Memorial Project (AMP)	10 volunteers	280 hours	500 served in 2023
9.	Cornerstone Free Church	28 volunteers	253 hours	1,000 served in 2023
10.	Lights at the Lodge	23 volunteers	238 hours	2,908 served in 2023

A.C.E. of Southwest Minnesota is funded in part by AmeriCorps Seniors – RSVP Program, Minnesota Board on Aging, MNRAAA, the United Way Agency, and the Southwest Initiative Foundation's Paul and Alma Schwan Agency Trust Endowment Fund. It is also sponsored locally by Caftonwood, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, and Rock Counties.



Your Local VOICE for Aging Services & Volunteer Opportunities

Pipestone Co. Office

Jill Toering
Program Manager

1016 - 8th Ave. SW, PO Box 307
Pipestone MN 56164

Office (507) 825-1238
Cell (507) 215-6837

ace.pipestone@pcmn.us

www.aceswmn.org

Facebook: ACE SW MN Pipestone County



**AmeriCorps
Seniors**

Volunteers have been serving the communities of Pipestone County for more than 50 years and we look forward to continuing that tradition. The AmeriCorps Seniors RSVP Program provides an opportunity for volunteers to share the skills and talents that they have spent years perfecting, and to put their life experiences into motion for others, thereby benefiting our communities!

The following programs are offered through A.C.E. of SW MN:



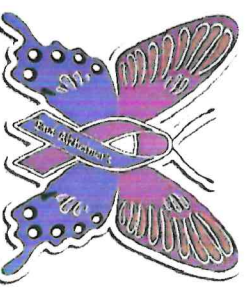
Caregiver Respite

Trained and screened volunteers are available to relieve caregivers for a short period of time allowing them time for errands, socialization, or other enjoyable activities for usually 1 to 3 hours.



Caregiver Support Group

Support groups are a safe place for caregivers to meet and develop a mutual support system. Join us for our next meeting – call us for more information!



Dementia Education, Services and Consulting

Do you have concerns about your memory? We can visit about the 10 Warning Signs of memory loss, what's normal and what is not, and connect you with information, services, and resources. **Find us on Facebook:** SW MN Dementia Awareness Network.



Commodity Supplemental Food Program

(formerly known as NAPS) A FREE 35 lb. box of food for low income seniors. (age & income guidelines apply). To enroll call 1-800-365-0270.



Friendly Visiting Trained adult volunteers provide friendship and support through regular one-to-one visits. A Friendly Visit can be a special gift during times of transition, loss, or social isolation.



Telephone Reassurance High risk older adults receive a daily call from trained volunteers. This service allows the participant to delay a move to assisted living and stay in their own home longer.



SAIL (Stay Active & Independent for Life)

SAIL is a strength, balance and fitness program for adults 65 and older. Performing SAIL exercises are the single most important activity that adults can do to stay active and reduce their chance of falling. SAIL is offered 3 times a week in a one hour class.



A Matter of Balance

An eight week series that helps participants learn to view falls and fear of falling as controllable; set realistic goals to increase activity; change behavior to reduce fall risk factors; and exercise to increase strength and balance.



Powerful Tools for Caregivers

A six week series that helps participants learn skills to improve: self-care, communication, stress reduction and increase community resource use.



Real People. Real Solutions.

Section 10, Item A.

1501 So

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

March 5, 2025

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

RE: Bid Results and Award Recommendation
2025 AWOS Replacement Project

Dear Mayor and Council:

On March 5, 2025, three bids were received for the 2025 AWOS Replacement project. We recommend the city award the project to the lowest bidder, Werner Brothers Inc., in the amount of \$92,850.00. This bid amount is for the base bid and alternate 1. The award should be contingent upon issuance of a State grant.

The anticipated funding participation rate is 100% funding from MnDOT Aeronautics.

Below is the bid summary:

BIDDERS		TOTAL BID
1	Werner Brothers Inc.	\$92,850.00
2	Neo Electrical Solutions	\$110,320.00
3	Vinco, Inc.	\$118,230.00

If you have any questions about the 2025 AWOS Replacement project, please feel welcome to contact me at 612-987-0138 or silas.parmar@bolton-menk.com

Sincerely,

Silas Parmar, P.E.
Aviation Project Manager

Enclosure: Bid Abstract

ABSTRACT

AWOS Replacement
City of Pipestone, MN
BMI Project No. 0T5.130514
Bid: 03/05/2025 11:00 AM CST

						1		2		3			
						Engineer Estimate		Werner Bros. Inc (Electric)		Neo Electrical Solutions		Vinco, Inc	
Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID													
	1	2021.501	MOBILIZATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00
	2	2105.607	COMMON EXCAVATION	CU YD	40	\$25.00	\$1,000.00	\$20.00	\$800.00	\$95.00	\$3,800.00	\$50.00	\$2,000.00
	3	2108.504	GEOTEXTILE FABRIC	SQ YD	80	\$11.00	\$880.00	\$10.00	\$800.00	\$78.00	\$6,240.00	\$30.00	\$2,400.00
	4	2575.607	2"-3" LANDSCAPING ROCK	CU YD	20	\$150.00	\$3,000.00	\$500.00	\$10,000.00	\$210.00	\$4,200.00	\$205.00	\$4,100.00
	5	2433.501	REMOVE EXISTING AWOS EQUIPMENT AND FOUNDATIONS	LUMP SUM	1	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
	6	2301.504	TOWER FOUNDATION	LUMP SUM	1	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$11,500.00	\$11,500.00	\$13,230.00	\$13,230.00
	7	2301.504	SENSOR FOUNDATIONS	LUMP SUM	1	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$16,000.00	\$16,000.00
	8	2301.504	SENSOR PADS	LUMP SUM	1	\$25,000.00	\$25,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$12,500.00	\$12,500.00
	9	3812	CONNECT TO EXISTING ELECTRICAL SERVICE	LUMP SUM	1	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$1,680.00	\$1,680.00	\$34,000.00	\$34,000.00
	10	2573.503	SILT FENCE, TYPE MS	LIN FT	250	\$4.00	\$1,000.00	\$7.00	\$1,750.00	\$4.00	\$1,000.00	\$2.00	\$500.00
	11	2575.602	SITE RESTORATION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,900.00	\$2,900.00	\$7,000.00	\$7,000.00
	12	1603.001	MATERIALS TESTING	LUMP SUM	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
							\$90,380.00		\$88,850.00		\$100,820.00		\$112,230.00
BID ALTERNATE 1 - NDB REMOVAL													
	13	2104.501	REMOVE NON-DIRECTIONAL RADIO BEACON & ASSOCIATED EQUIPMENT	LUMP SUM	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$9,500.00	\$9,500.00	\$6,000.00	\$6,000.00
BASE BID + BID ALT 1:							\$100,380.00		\$92,850.00		\$110,320.00		\$118,230.00

RESOLUTION 2025-21

RESOLUTION GRANTING A VARIANCE TO CONSTRUCT ACCESSORY STRUCTURES THAT EXCEED THE ALLOWED MAXIMUM HEIGHT ON PROPERTY LOCATED AT 113 8TH AVENUE NE IN THE CITY OF PIPESTONE

WHEREAS, Chandler Feed Company (“Applicant”) submitted an application for a variance to the City of Pipestone (“City”) to construct accessory structures on property located at 113 8th Avenue NE, which is owned by the Applicant and is legally described on the attached Exhibit A (“Property”); and

WHEREAS, the Applicant’s request for a variance seeks to construct/replace accessory structures, including a scale house, receiving bins, a dump building, grain bins, a tower drier and a leg and tower, all of which will be associated with and in support of a business on the Property and which would exceed the maximum accessory structure height for the Property; and

WHEREAS, the proposed placement and a depiction of the accessory structures are set forth in Exhibit B attached hereto; and

WHEREAS, the Applicant also submitted plans and specifications (“Plans”) with regard to the construction of the accessory structures, which are incorporated herein by reference; and

WHEREAS, on February 19, 2025, upon proper and sufficient published notice, notice to affected properties and notice to properties in the area of the Property, the City of Pipestone Board of Appeals and Adjustments held a public hearing regarding the requested variance, considered the information presented, and voted to forward the application to the City Council with a recommendation that the variance be approved; and

WHEREAS, the City Council considered the requested variance at its meeting on March 3, 2025 and finds as follows:

- a. The Property is currently zoned B-3 Highway Business District and is located in the City’s Flood Fringe Overlay District;

- b. The proposed grain bin on the Property is located approximately 5,583 feet northwest of Runway End 18 at the Pipestone Municipal Airport (“Airport”) and is subject to the airport regulations set forth in Section 153.39 of the City Code;
- c. Section 153.13(D)(11) of the City Code provides that the maximum height of accessory buildings in the B-3 Highway Business District is 15 feet;
- d. In accordance with the City Code, notice was provided to the Minnesota Department of Natural Resources (“DNR”) because the Property is located in the Flood Fringe Overlay District;
- e. The DNR confirmed that the proposed use was permitted on the Property, but the proposed structures are required to comply with the nonresidential structure provisions of the City Code;
- f. Section 153.21(F)(2)(b) of the City Code requires the proposed structures be elevated to or above the regulatory flood protection elevation (“RFPE”), either on fill or elevated using alternative methods, or floodproofed;
- g. The Federal Aviation Administration (“FAA”) conducted an aeronautical study of the structures proposed to be constructed on the Property and issued a “Determination of No Hazard to Air Navigation” dated December 26, 2024, a copy of which is attached hereto as Exhibit C;
- h. The FAA found that the proposed structures did not exceed obstruction standards and would not be a hazard to air navigation if certain conditions were met, which have been incorporated into the Plans;
- i. In accordance with Section 153.27 of the City Code and Minnesota Statutes, section 462.357, subd. 6, the Board of Appeals and Adjustments found and determined as follow:
 - (1) The Property cannot yield a reasonable use if permitted to be used only under conditions allowed by the regulations governing the district in which the Property is located. The 15-foot height limitation is restrictive for this particular use in the application zoning districts;
 - (2) The plight of the Applicant and the Owner is due to unique circumstances not normally applicable to land holdings within the same district. The Applicant is replacing and updating structures that were damaged by fire and will be similar in size and height to the structures that previously existed on the site;
 - (3) The proposal is in harmony with the general purpose and intent of the City Code. The structures are replacing existing structures on the Property;

- (4) The proposal is consistent with the City's Comprehensive Plan and will be compatible with present and future land uses of the area. There will be no change to the existing use on the Property, and the structures will not exceed the height of structures currently on the Property;
 - (5) The variance, if granted, will not alter the essential character of the locality. The use of the Property will not be significantly changed to affect the character of the locality;
 - (6) The Applicant and the Owner intend to use the property in a reasonable manner not otherwise permitted in the City Code; and
 - (7) There are unique circumstances to the Property not created by the Applicant or the Owner that creates a practical difficulty;
- j. The City Council considered the relevant factors set forth in Section 153.21(K)(2)(c), and in accordance with Section 153.21(K)(2)(b), the City Council finds and determines as follows:
- (1) There will be no increase in flood levels during the base flood discharge;
 - (2) The Applicant has demonstrated good and sufficient cause for the variance, the failure to grant the variance would result in exceptional hardship to the Applicant and granting the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
 - (3) The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (4) The variance is consistent with the general purpose of the City Code's floodplain standards and the intent of applicable provisions in state and federal law; and
 - (5) The variance will not permit a lesser degree of flood protection than the RFPE; and
- k. The City Council finds and determines that the criteria for approval of a variance set forth in Section 153.27 of the City Code and Minnesota Statutes, section 462.357, subd. 6 have been met by the proposal.

NOW, THEREFORE, BE IT RESOLVED, that, based on the record of this matter, including the application, information presented at the public hearing and the findings and determinations contained herein, the City Council hereby approves and issues a variance to

construct and replace accessory structures on the Property, subject to all of the following conditions, restrictions, and requirements:

1. Scope of Variance. This variance allows the Applicant to construct and replace the accessory structures on the Property as depicted in Exhibit B and in accordance with the plans and specifications submitted with the variance application, which are incorporated herein by reference. The accessory structures must be constructed and placed in accordance with the conditions imposed on this variance, the requirements of the City Code, and all other applicable regulations.
2. Floodplain and Legal Compliance. This variance is subject to the requirements of the City Code, as well as state and federal floodplain regulations, and Applicant is required to comply with, and obtain all other permits or permission, as may be required by, all applicable federal, state and local laws, rules and ordinances, including, but not limited to, the requirement that the accessory structures be elevated to or above the RFPE, either on fill or elevated using alternative methods, or floodproofed in accordance with Section 153.21(F)(2)(b) of the City Code.
3. FAA and Airport Legal Compliance. This variance is subject to the requirements of the City Code, as well as FAA regulations and the conditions set forth in the FAA's "Determination of No Hazard to Air Navigation" attached hereto as Exhibit C. Applicant is required to comply with, and obtain all other permits or permission, as may be required by, all applicable federal, state and local laws, rules and ordinances, including, but not limited to, the requirements set forth in Section 153.39 of the City Code.
4. Commencement of Work. If construction in accordance with the plans and specifications submitted with the variance application is not substantially started within two years from the date of the issuance of the variance, the variance shall become void without any further action necessary by the City Council. A substantial start means more than preliminary steps have been taken such that preparations to initiate the use are mostly complete.
5. As-Built. At the completion of construction, the Applicant shall provide as-built drawings of the accessory structures.
6. Setbacks. The accessory structures shall comply with all additional setback requirements for the B-3 Highway Business District.
7. Inspection. The City's Zoning Administrator shall be granted access upon reasonable notification for reasons of determining compliance with all conditions of this variance and the City Code.
8. Binding Effect. This variance and its conditions must be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership of the Property.

9. Acceptance of Conditions. Utilization of the Property pursuant to the variance shall automatically be deemed acceptance of, and agreement to, the terms and conditions of the variance without qualification, reservation, or exception.
10. No Waiver. A failure by the City to take action with respect to any violation of any condition, covenant or term of this variance shall not be deemed to be a waiver of such condition, covenant, or term or any subsequent violation of the same or any other condition, covenant or term.

Passed and adopted by the City Council of the City of Pipestone this 17th day of March, 2025.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

EXHIBIT ALegal Description of the Property

Lots 1 and 2 of Block 2 of Crawford's Addition to the City of Pipestone, Pipestone County, Minnesota,

TOGETHER WITH

All of Block 2 of Blom Addition to the City of Pipestone, and the Southwest Fractional Quarter and the Southwest Quarter of the Southeast Quarter of Section 7, Township 106 North, Range 45 West, Pipestone County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 7;

thence on an assumed bearing of North 89 degrees 22 minutes 55 seconds East, along the north line of Government Lot 3 of said Section 7, a distance of 775.09 feet;

thence South 0 degrees 37 minutes 02 seconds East, a distance of 125.62 feet to the Southeast corner of Lot 1, Block 2 of Crawford's Addition to the City of Pipestone, according to the recorded plat thereof, said southeast corner being the point of beginning of the tract to be described;

thence southeasterly, along the northeasterly right of way line of the former Chicago, Rock Island and Pacific Railroad, along a non-tangential curve, concave to the southwest, having a radius of 1960.08 feet, a central angle of 0 degrees 56 minutes 55 seconds, a chord bearing of South 34 degrees 29 minutes 45 seconds East, a chord distance of 32.45 feet, an arc distance of 32.45 feet to an iron monument located on the northeasterly right of way line of the former Chicago, Milwaukee and St. Paul Railroad;

thence southeasterly, along said northeasterly right of way line, along a non-tangential curve, concave to the southwest, having a radius of 5779.81 feet, a central angle of 8 degrees 53 minutes 27 seconds, a chord bearing of South 59 degrees 19 minutes 10 seconds East, a chord distance of 895.97 feet, an arc distance of 896.87 feet to an iron monument;

thence South 54 degrees 52 minutes 08 seconds East, along said northeasterly right of way line, a distance of 3484.43 feet to the south line of said section;

thence South 89 degrees 26 minutes 41 seconds West, along said south line, a distance of 171.43 feet to the southwesterly right of way line of said former railroad;

thence North 54 degrees 52 minutes 08 seconds West, along said southwesterly right of way line, a distance of 2340.58 feet to an iron monument;

thence South 79 degrees 42 minutes 09 seconds West a distance of 900.60 feet to the northeast corner of a tract as recorded in Document No. 221118;

thence South 62 degrees 55 minutes 36 seconds West, along the north line of said tract, a distance of 100.01 feet to the northwest corner of said tract;

thence North 26 degrees 10 minutes 17 seconds West, along the southwesterly right of way line of the former Chicago, Rock Island and Pacific Railroad, a distance of 1168.79 feet to an iron monument;

thence northwesterly, along said southwesterly right of way line, along a tangential curve concave to the southwest, having a radius of 1860.08 feet, a central angle of 2 degrees 06 minutes 57 seconds, a chord bearing of North 27 degrees 17 minutes 24 seconds West, a chord distance of 68.68 feet, an arc distance of 68.69 feet to an iron monument;

thence South 89 degrees 53 minutes 43 seconds West a distance of 54.68 feet to the northeast corner of Block 2 of said Blom Addition;

thence South 0 degrees 00 minutes 43 seconds West, along the east line of said Block 2, a distance of 125 .00 feet to the southeast corner of said Block 2;

thence South 89 degrees 54 minutes 59 seconds West, along the south line of said Block 2, a distance of 300.00 feet to the southwest corner of said Block 2;

thence North 0 degrees 05 minutes 35 seconds West, along the west line of said Block 2, a distance of 125.00 feet to the northwest corner of said Block 2;

thence South 89 degrees 21 minutes 11 seconds West a distance of 2.11 feet to the southeast corner of Lot 2 of Block one of said Crawford's Addition;

thence North 0 degrees 15 minutes 27 seconds West, along the east line of said Lot 2 and the east line of Lot 6 of Block 2 of said Crawford's Addition, a distance of 241.98 feet to the Northeast corner of said Lot 6 of Block 2 of Crawford's Addition;

thence North 89 degrees 22 minutes 55 seconds East, along the south line of said Lot 1 of Block 2 of Crawford's Addition, a distance of 46.24 feet to a bending point on said south line;

thence Southeasterly, along said south line, along a non-tangential curve, concave to the southwest, having a radius of 5679.65 feet, a central angle of 0 degrees 04 minutes 19 seconds, a chord bearing of South 66 degrees 33 minutes 35 seconds East, a chord distance of 7.12 feet, an arc distance of 7.12 feet to a bending point on said south line;

thence North 89 degrees 44 minutes 33 seconds East, along said south line, a distance of 274.50 feet to the point of beginning.

Said above described tract together with Lots 1 and 2 of Block 2 of said Crawford's Addition contains 34.38 acres, subject to easements now of record in said county and state.

EXCEPTING THEREFROM

That part of Government Lot 3 of Section 7, Township 106 North, Range 45 West, Pipestone County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 7;

thence on an assumed bearing of South 89 degrees 29 minutes 41 seconds West, along the south line of said section, a distance of 1202.97 feet to the northeasterly right of way line of the former Chicago, Rock Island and Pacific Railroad;

thence North 26 degrees 10 minutes 17 seconds West, along said northeasterly right of way line, a distance of 1285.51 feet to the northeast corner of a tract as recorded in Document No. 221118;

thence continuing North 26 degrees 10 minutes 17 seconds West, along said northeasterly right of way line, a distance of 856.57 feet to the northwest corner of a tract as recorded in Document No. 221116, said northwest corner being the point of beginning of the tract to be described;

thence continuing North 26 degrees 10 minutes 17 seconds West, along said northeasterly right of way line, a distance of 310.75 feet to an iron monument;

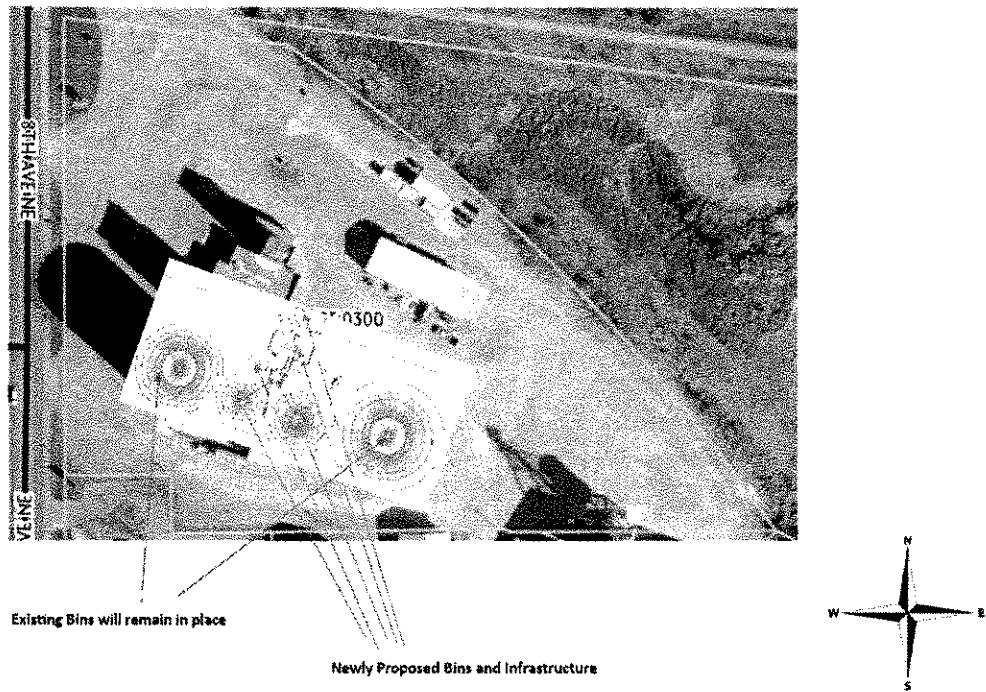
thence Northwesterly, along said northeasterly right of way line, along a tangential curve, concave to the southwest, having a radius of 1960.08 feet, a central angle of 2 degrees 14 minutes 08 seconds, a chord bearing of North 27 degrees 20 minutes 59 seconds West, a chord distance of 76.47 feet, an arc distance of 76.48 feet to an iron monument located at its intersection with the southwesterly right of way line of the former Chicago, Milwaukee and St. Paul Railroad;

thence Southeasterly, along said southwesterly right of way line, along a non-tangential curve, concave to the southwest, having a radius of 5679.81 feet, a central angle of 6 degrees 43 minutes 42 seconds, a chord bearing of South 58 degrees 46 minutes 40 seconds East, a chord distance of 666.59 feet, an arc distance of 666.98 feet to the easterly extension of the centerline of 2nd Street Southeast;

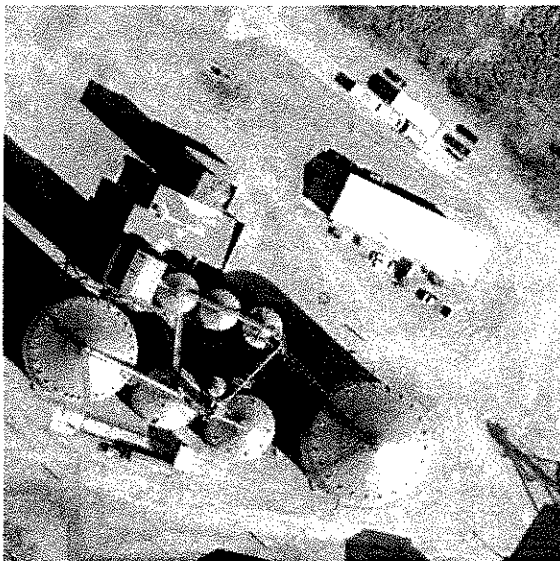
thence South 89 degrees 48 minutes 54 seconds West, along said easterly extension, a distance of 397.85 feet to the point of beginning, containing 1.68 acres, subject to easements now of record in said county and state.

EXHIBIT B
Placement and Depiction of Structures

Redevelopment Proposal by Chandler Feed



Currently



Proposed

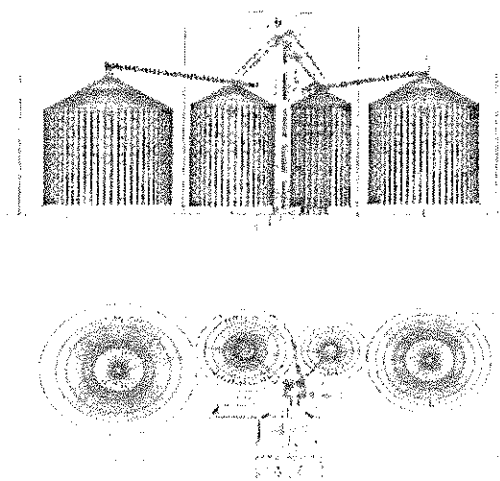


EXHIBIT C
FAA Determination of No Hazard to Air Navigation

(attached hereto)

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study
2024-AGL-15766-0E

Section 13, Item A.

Issued Date: 12/26/2024

Derek Krosschell
Chandler Feed Company
741 Valley Road
Chandler, MN 56122

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Grain Elevator Grain Legs and Support Tower
Location:	Pipestone, MN
Latitude:	44-00-04.94N NAD 83
Longitude:	96-18-23.54W
Heights:	1720 feet site elevation (SE) 162 feet above ground level (AGL) 1882 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M Change 1, Obstruction Marking and Lighting, red lights-Chapters 4,5(Red),&15.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Any height exceeding 162 feet above ground level (1882 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

This determination expires on 06/26/2026 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, No. Section 13, Item A. Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (817) 222-4848, or Brian.Oliver@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-AGL-15766-OE.

Signature Control No: 639153800-642739601
Brian Oliver
Specialist

(DNE)

Attachment(s)
Additional Information
Map(s)

A full list of acronyms and abbreviations is available at the FAA's public website at https://oeaaa.faa.gov/oeaaa/downloads/external/content/FAA_Acronyms.pdf

Part 77 - Title 14 CFR Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace

Our study has disclosed that the proposed grain bin and associated legs located approximately 5,583 feet northwest of Runway End 18 at Pipestone Municipal Airport (PQN), Pipestone, MN.

At the proposed height, the structure will penetrate protected airport surfaces:

1. 77.17 (a)(3) A height within a terminal obstacle clearance area, including an initial approach segment, a departure area, and a circling approach area, which would result in the vertical distance between any point on the object and an established minimum instrument flight altitude within that area or segment to be less than the required obstacle clearance.

At 1890 AMSL, 4D, PIPESTONE MUNI (PQN) PIPESTONE, MN. RNAV (GPS) RWY 18, AMDT 1C, increase LNAV/VNAV DA from 2034 to 2090, NEH 1882 AMSL, with a certified 1A survey, 2034 to 2040, NEH 1884 AMSL. Exceeds by 6 feet.

LNAV MDA from 2180 to 2200, NEH 1882 AMSL. Exceeds by 8 feet.

With a certified 2C survey, No IFR Effect.

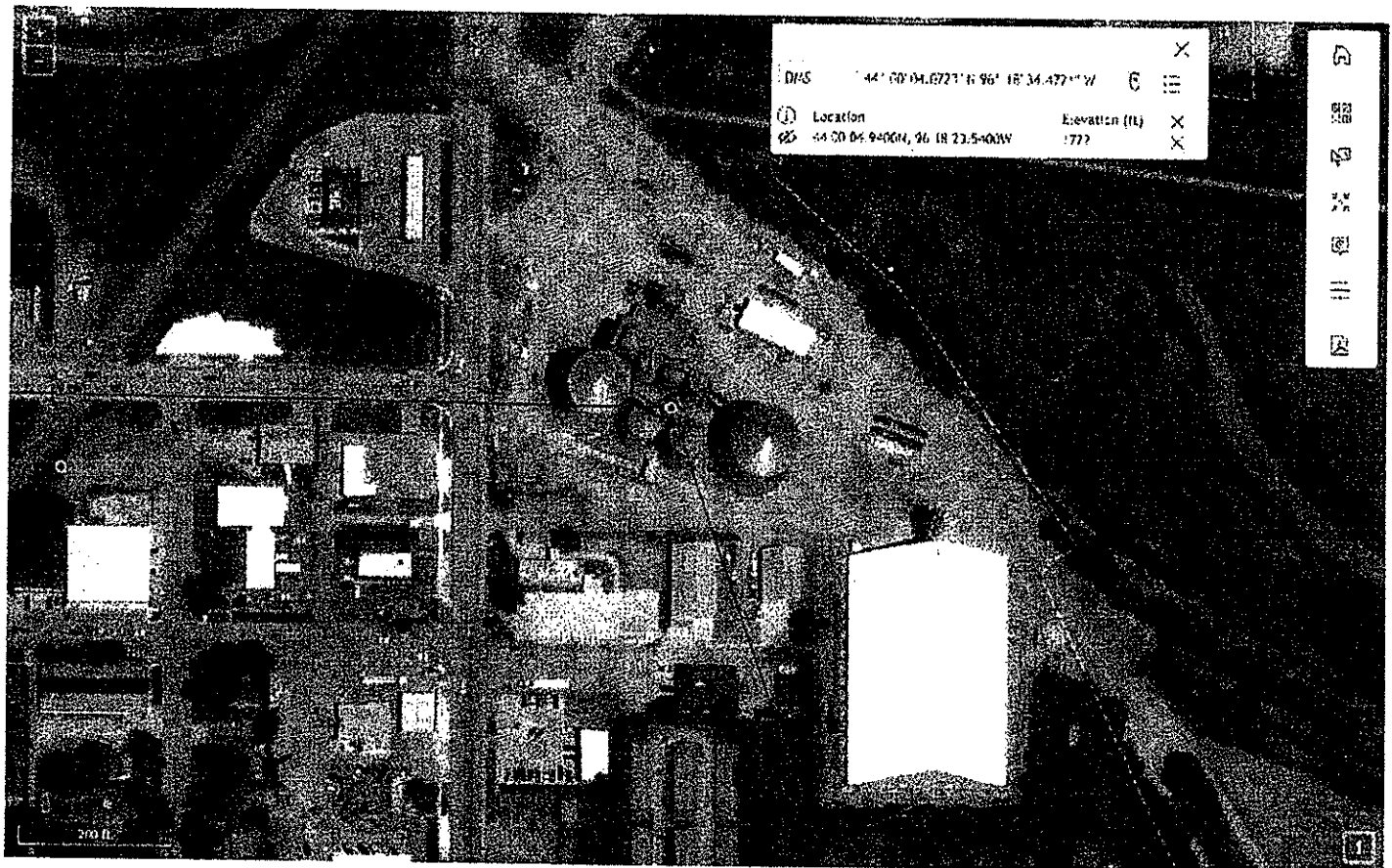
Increase CAT A Circling MDA from 2200 to 2240, NEH 1882 AMSL. Exceeds by 8 feet.

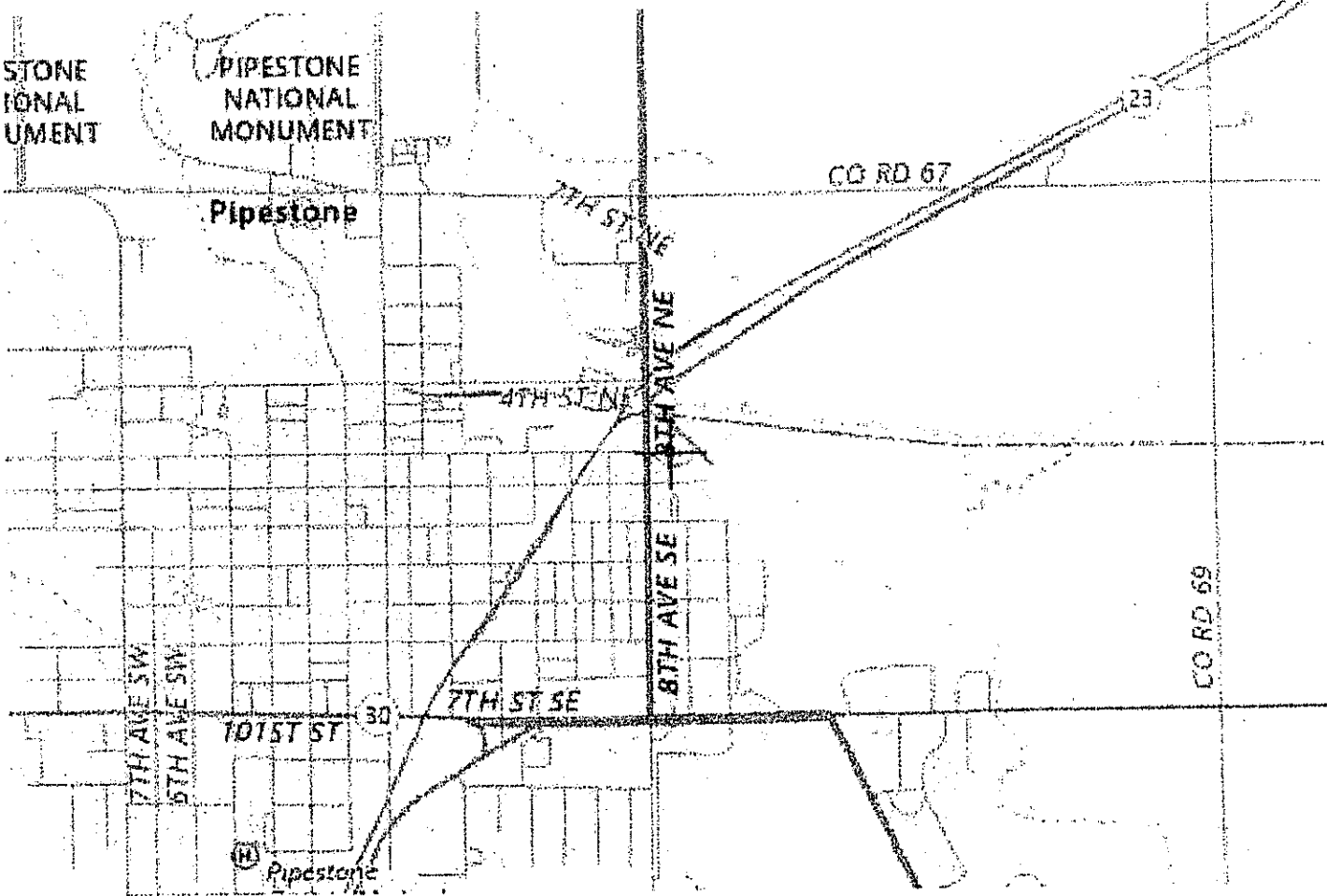
With a certified 2C survey, No IFR Effect.

/// RNAV (GPS) RWY 36, AMDT 2, increase CAT A Circling MDA from 2200 to 2240, NEH 1882 AMSL. Exceeds by 8 feet.

With a certified 2C survey, No IFR Effect.

*Part 77 obstruction standards are used to screen the many proposals submitted in order to identify those which warrant further aeronautical study. This study is conducted in order to determine if the proposal would have a significant adverse effect on aeronautical operations and airspace. While part 77 obstruction standards may trigger formal aeronautical study, including public circularization, these obstruction standards do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a proposed structure exceeds certain obstruction standards of part 77 is in itself not sufficient grounds for issuance of a determination of hazard to air navigation.





RESOLUTION 2025-22

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS.

WHEREAS, pursuant to motion passed by the City Council on November 18, 2024, the consulting engineer has prepared plans and specifications for the proposed 2025 80-foot x 80-foot Hangar project to be completed at the Pipestone Municipal Airport.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Engineering Firm shall prepare and cause to be inserted in the official paper and published electronically an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for three (3) weeks, shall specify the work to be done, shall state that bids will be received by the City Clerk until 6:30 p.m. on April 21, 2025; they will be publicly opened and read at approximately 6:30 p.m. that same evening in the council chambers of the city hall by the City Administrator, City Council, and Engineer. Bids will then be tabulated and will be considered by the council at 6:30 p.m. on May 5, 2025, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk under all terms and conditions as required in the advertisement for bids associated with the Pipestone Municipal Airport 2025 80-foot x 80-foot Hangar project.

Passed and adopted by the City Council of the City of Pipestone this 17th day of March 2025.

Dan Delaney

Mayor

ATTEST:

Deb Nelson

City Administrator

ENGINEER'S ESTIMATE

80' X 80' HANGAR CONSTRUCTION
AIP NO. 3-27-0079-020-2025 / AIG NO. 3-27-0079-021-2025 / SP NO. A5901-60
PIPESTONE MUNICIPAL AIRPORT
PIPESTONE, MINNESOTA
BMI PROJECT NO. 24X.136402.000



3/12/2025

Item No.	Spec. No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount	FAA %	State %	Local %	FAA Amount	State Amount	Local Amount
80' X 80' HANGAR CONSTRUCTION												
1	-	80' X 80' HANGAR, COMPLETE DESIGN-BUILD PER REP	1	LUMP SUM	\$800,000.00	\$800,000.00	95%	2.5%	2.5%	\$760,000.00	\$20,000.00	\$20,000.00
					CONSTRUCTION TOTAL:	\$800,000.00	95%	2.5%	2.5%	\$760,000.00	\$20,000.00	\$20,000.00
					DESIGN ENGINEERING TOTAL:	\$70,000.00	95%	2.5%	2.5%	\$66,500.00	\$1,750.00	\$1,750.00
					CONSTRUCTION ENGINEERING TOTAL:	\$80,000.00	95%	2.5%	2.5%	\$76,000.00	\$2,000.00	\$2,000.00
					CITY ADMINISTRATION TOTAL:	\$1,000.00	95%	2.5%	2.5%	\$950.00	\$25.00	\$25.00
					PROJECT TOTAL:	\$951,000.00	95%	2.5%	2.5%	\$903,450.00	\$23,775.00	\$23,775.00

RESOLUTION 2025-23

A RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS.

WHEREAS, a resolution of the city council adopted the 21st day of January 2025, fixed a date for a council hearing on improvement

- Industrial Road; and

WHEREAS, ten days’ mailed notice and two weeks’ published notice of the hearing was given and the hearing was held thereon on the 18th day of February 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 21st day of January 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed and adopted by the City Council of the City of Pipestone this 17th day of March 2025.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

January 30, 2025

Dear Pipestone City Councilmembers:

The Heritage Preservation Commission [HPC] was established by the Pipestone City Council in 1978. We have been tasked, among other things, to make recommendations to the City Council in the area of historic preservation.

As Pipestone's Heritage Preservation Commission, we strongly support the historic preservation of Pipestone's unique buildings, especially those constructed of Sioux quartzite, a material unique to our region. The Carnegie Library building has been recognized on the National Register of Historic Places since 1980. The National Register of Historic Places is an official list of the Nation's historic places worthy of preservation. As a Sioux quartzite building, of which construction was fully funded by the Carnegie Foundation, it is one of the special buildings which maintains the historic fabric of this community and is worthy of preservation.

The community of Pipestone first moved to preserve the Carnegie Library building in 1977. At that time the City of Pipestone determined to remodel the building into use as a Senior Center. Today, the City of Pipestone has the opportunity to invest in the future of this building and the future of the community.

Pipestone has unfortunately lost several of its historic buildings and should be determined to hang onto the remaining Sioux quartzite structures. They are unique to the region and have become part of the character of this community.

The HPC advises the Pipestone City Council to renew their commitment to maintain the historical integrity of this community through the maintenance and historic preservation of the Carnegie Library Building.

Sincerely,
Heritage Preservation Commission

Susan Hostkins
John W. McCallum
Erwin B. Schiller
Gumby Pruitt
Shannon K. Muller



January 31, 2025

Deb Nelson, City Administrator
City of Pipestone
119 2nd Avenue SW, STE 9
Pipestone MN, 56164

Pipestone Senior Center Proposal for Additional Work Scope

LHB is pleased to provide this proposal letter to continue our restoration partnership with the City of Pipestone on the historic 1904 Carnegie Library, most recently serving as the community's senior center. In 2019, LHB completed a Minnesota Historical Society (MNHS) Legacy Grant-funded condition assessment report of the property. The roof and east wall were identified as areas of the highest priority for repair. In March of 2020 a portion of the east wall collapsed. LHB was hired by the city to prepare drawings to address the area of damage. In late 2024/early 2025 the City was awarded an MNHS grant to obtain construction services to implement repairs. When the State Historic Preservation Office (SHPO) reviewed the project, they recommended that the project not proceed without simultaneously addressing the failing roof.

Moving Forward

In late 2024 we executed a contract with the City of Pipestone to provide construction administration (CA) services for the exterior wall repair only. Following the execution of that contract we received comments from SHPO that tied significant changes to that scope of work to the release of the MNHS construction grant. We propose to amend our existing contract to include the following items.

Our services will include:

- Address and respond to the SHPO regarding their comments on the previous design documents.
- Provide design documents (drawings and specifications) for restoration of the building envelope as indicated in our 2019 condition assessment report. This will include:
 - In-kind replacement of the wood shingle roof.
 - Repairs to the failed masonry at the east elevation.
 - Disassembly and reconstruction of 4 parapets that are leaning in towards the roof.
 - Disassembly and reconstruction of the bulging area on the north façade.
 - Disassembly and reconstruction of the masonry sidewalls at the main entrance stairs.
 - Replacement of the failing non-historic windows.
 - Spot repointing of mortar where required.
 - And repair of interior wall damage at the area where a portion of the east wall collapsed.
- Update previous cost estimates to address new scope.
- Provide assistance in the preparation and issuance of bid documents and owner/contractor contract for the construction work.
- Provide construction administration services including: review of submittals, respond to the contractor's requests for information, review pay applications, create observation reports, and provide a punch list at substantial completion.
- We are assuming 4 trips to Pipestone as part of this process. One to gather additional information for your design documents. One for a pre-bid walk through with interested contractors, one during construction, and a punch walk at substantial completion. Virtual meetings will be used for Owner, Architect, Contractor (OAC) meetings as required.

Schedule and Deliverables

This schedule should be considered flexible and is subject to client comment and approval.

Late February 2025 – Provide responses to SHPO comments.

March 2025 – Perform site work to inform design documents.

May 2025 – Provide draft design documents to the city for review.

June 2025 – Issue Bid Documents

July 2025 – Select contractor, execute contract with contractor. execute contract – Construction begins

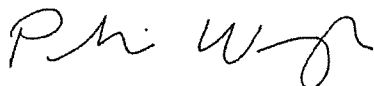
November 2025 – Construction completed. Any delay in this schedule will likely push things into a time of year where it is too cold to perform masonry work, which would extend the project into the following spring.

Fee

For work described above, we propose a fee of **\$42,400**. This includes expenses. Please note that this fee would replace the previously contract \$5,500 (8/15/2024). It would not be in addition.

Please let us know if you have any questions or comments. We look forward to the opportunity to continue our work with the City of Pipestone!


Mike Lovato, Senior Historical Architect
LHB, INC.


Phil Waugh, Vice President
LHB, INC.

MEMORANDUM

To: City of Pipestone City Council
Tammy Manderscheid, Executive Director, HRA of Pipestone
Deb Nelson, City Administrator

From: Jason M. Hill, City Attorney

Date: March 7, 2025

Re: HRA Membership and Operations

This memorandum addresses concerns raised by Tammy Manderscheid, Executive Director of the Housing and Redevelopment Authority of Pipestone (“HRA”) at the March 3, 2025 City Council meeting. I will address all of the issues raised individually –

The HRA is a city housing and redevelopment authority established in accordance with Minnesota Statutes, section 469.003. Minnesota Statutes, section 469.003, subd. 5 provides as follows:

“An authority shall consist of up to seven commissioners, **who shall be residents of the area of operation of the authority**, who shall be appointed after the resolution becomes finally effective.”

(emphasis added) Minnesota Statutes, section 469.002, subd. 8 defines “area of operation” as follows:

“‘Area of operation’ means, in the case of an authority created in and for a city, county, or group of counties, **the area within the territorial boundaries of that city, county, or group of counties.**”

(emphasis added) The statutes are very clear as to the authorized area of operation of the HRA – the territorial boundaries of the City of Pipestone.

A question was raised with regard to ongoing and historical operations outside of the City, but those operations, in no fashion, alter the jurisdiction of the HRA, and they certainly do not amend the definition of “area of operation” or other statutory requirements, such as residency with the City. Cities and other governmental entities frequently contract with neighboring and other governmental entities to provide services outside of their jurisdiction, through contracts and joint powers agreements. However, that does not mean, for example, that if the City enters into a JPA with Pipestone County or a township that a City Council member would be able to reside outside of the City.

It’s my understanding that Tammy Manderscheid is relying upon a series of HRA resolutions and minutes in support of an argument that the area of operation of the HRA has somehow been expanded beyond its statutory limits. I have reviewed the documents she provided to the City Council, and the documents provided further confirm that the area of operation of the HRA is the City, because, as HUD recognized, the approval of the City Council was required to allow the HRA to operate outside of the City.

In light of the fact that HRA Board of Commissioners members resided outside of the City, the City had a legal obligation to declare a vacancy for those seats and begin the process of appointing City residents to those positions. There are no notice requirements for such actions, and the Commissioners were disqualified from service on the Board, and therefore, no further action could be taken by them on behalf of the HRA.

Additionally, it is important to note that this has no impact on operations outside of the City that have been authorized by the City Council. It’s my understanding that certain Section 8 operations have been authorized, and so long as they are meeting federal requirements, they can, and should, continue.

JMH

2025 03 14 10:00

March 3, 2025

Dan Delaney
City of Pipestone Mayor
119 2nd Ave SW
Pipestone, MN 56164

RE: Appointment for Board of Commissioner to Pipestone HRA, effective March 2025

Dear Dan,

The Executive Director of the Pipestone HRA would like to recommend Travis Lund to be appointed to serve as a Commissioner of the Housing and Redevelopment Authority Board of Pipestone, Minnesota, to replace of Emaleigh, disqualified February 2025.

We would like to swear him in at our Wednesday March 12th meeting.

Thank you for your support. Feel free to call me at 825-2221 with any questions or concerns.

Best Regards,

Tammy Manderscheid
Executive Director
Pipestone Housing and Redevelopment Authority



HOUSING & REDEVELOPMENT AUTHORITY



202 2nd Ave. SW
Pipestone, MN 56164
Phone (507) 825-2221

March 3, 2025

2025-03-03 14:14:00

Dan Delaney
City of Pipestone Mayor
119 2nd Ave SW
Pipestone, MN 56164

RE: Appointment for Board of Commissioner to Pipestone HRA, effective March 2025

Dear Dan,

The Executive Director of the Pipestone HRA would like to recommend Jada Schumann to be appointed to serve as a Commissioner of the Housing and Redevelopment Authority Board of Pipestone, Minnesota, to replace of Dustin, disqualified February 2025.

We would like to swear her in at our Wednesday March 12th meeting.

Thank you for your support. Feel free to call me at 825-2221 with any questions or concerns.

Best Regards,

Tammy Manderscheid
Executive Director
Pipestone Housing and Redevelopment Authority



HOUSING & REDEVELOPMENT AUTHORITY



202 2nd Ave. SW
Pipestone, MN 56164
Phone (507) 825-2221

March 3, 2025

Dan Delaney
City of Pipestone Mayor
119 2nd Ave SW
Pipestone, MN 56164

RE: Appointment for Board of Commissioner to Pipestone HRA, effective March 2025

Dear Dan,

The Executive Director of the Pipestone HRA would like to recommend Daniel Guardado to be appointed to serve as a Commissioner of the Housing and Redevelopment Authority Board of Pipestone, Minnesota, to replace of Linda Erickson, disqualified February 2025.

We would like to swear him in at our Wednesday March 12th meeting.

Thank you for your support. Feel free to call me at 825-2221 with any questions or concerns.

Best Regards,

Tammy Manderscheid
Executive Director
Pipestone Housing and Redevelopment Authority



ESTOPPEL CERTIFICATE

Reference is hereby made to that certain Solar Energy and Storage Lease Agreement dated September 18, 2019 (the "Original Lease") by and between City of Pipestone of 119 2nd Ave. SW, Pipestone, MN 56164 (together "Landlord") and Pipestone City Solar LLC ("Tenant") in connection with the lease of land for the installation and operation of a solar photovoltaic electric generating facility and related ancillary equipment with a nameplate capacity of approximately 1276 KW DC located at 1051 North Hiawatha Ave, Pipestone, MN 56164 (the "Facility"). A true and correct copy of the Lease, as amended, modified and supplemented, is attached hereto as Exhibit "A". Terms used herein but not defined herein has the same meanings as in the Lease.

This certificate ("Estoppel Certificate") is made as of _____, 2025 (the "Effective Date") and delivered in connection with Agilitas Energy, Inc. (the "Buyer") intent to purchase REA Investments, LLC's (the "Seller") one hundred percent (100%) membership interests in Pipestone City Solar LLC. As a condition to the sale of such membership interests, Buyer requires the Landlord's confirmation as to certain matters.

Based on the foregoing, and recognizing that the Buyer will rely hereon, Landlord hereby confirms and agrees as follows:

1. Landlord has not transferred or assigned any interest in the Premises.
2. The primary term of the lease commenced on September 24, 2020, and expires 25 years thereafter.
3. The current rent payable under the lease is \$10,824.32 annually and Tenant has paid up through September 24, 2025.
4. Landlord has neither sent nor received any notice of default under the Lease which remains uncured and has no knowledge that either Landlord or Tenant is in default under the Lease.
5. Tenant has not prepaid any rent or other charge under the Lease to Landlord.
6. The Lease is not subordinate, and has not been subordinated by Landlord, to any mortgage, lien or other encumbrance.
7. Tenant's current use and operation of the Premises complies with any use covenants or operating requirements contained in the Lease.
8. No third party has any option or preferential right to purchase all or any part of the Premises.
9. Landlord has not received written notice nor has knowledge of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's interest in the Premises.
10. Landlord has not received written notice that it is in violation of any government law or regulation applicable to its interest in the Premises and its operation thereon, including, without

limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

11. Landlord has no unsatisfied claims for indemnification against Tenant with respect to Tenant's actions on or about the Premises.

12. Landlord confirms that there are no other leases including no oil and gas leases, timber deeds, crop leases or any other agreements, whether oral or written in effect with respect to the Premises.

13. Landlord will provide Buyer with a copy of any notice of breach or default that Landlord provides to Tenant under the Lease at the following address: 401 Edgewater Place, Suite 570, Wakefield, MA 01880. Tenant shall have the right, but not the obligation, to cure any breach or default by Tenant under the Lease. Landlord shall accept a cure of a Tenant's breach or default tendered by the Buyer on the same terms as it would accept a cure tendered by Tenant.

14. This certificate shall have the effect of estopping the undersigned from making any assertions contrary to the contents hereof; and shall serve as a waiver of any claim by the undersigned to the extent that such claim is asserted against any person permitted to rely upon, and who has acted in reliance upon, this certificate.

15. To the extent required under the Lease (if at all), Landlord hereby consents to the acquisition, directly or indirectly, by Buyer of control of the equity interests of Tenant. Landlord further acknowledges that any and all requirements in the Lease with respect to providing notice to Landlord prior to a transfer of the equity interests of Tenant have been satisfied.

The Buyer and its successors and assigns may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon Landlord and its successors and assigns, and inure to the benefit of the Buyer and its successors and assigns. This certificate shall not be deemed to alter or modify any of the terms and conditions of the Lease.

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on the Effective Date.

LANDLORD:

City of Pipestone

By: _____
Title: _____

Exhibit A

Lease Agreement

[see attached]



Memo

Meeting Date: 3/17/25

To:

Council

From:

City Administration

Item Title:

Approval Vendor(s) to Serve Alcohol at the Hiawatha Lodge

Background: In the past, the city held an exclusive alcohol dispenser agreement with one sole vendor which allowed alcohol to be served at any event at the Hiawatha Lodge. Currently, there are no licensed on-sale liquor license vendors willing to hold an exclusive annual agreement with the city. Therefore, city administration is recommending that the city operate according to MN State Statute 340A.404 Subd. 4. which allows the governing body of a municipality to authorize any holder of a retail on-sale intoxicating liquor license issued by the municipality or by an adjacent municipality to dispense intoxicating liquor at the Hiawatha Lodge. Moving forward, Council will need to approve each event and vendor where alcohol is being served at the Hiawatha Lodge.

City staff will be reaching out to all on-sale intoxicating liquor license vendors in Pipestone County to form an alcohol vendor list for renters to utilize when renting the Hiawatha Lodge.

Fiscal Impact: N/A

Recommendation: City Administration is recommending Council approve on-sale liquor license vendor, Utopian Paradise, LLC. to serve alcohol at the Hiawatha Lodge for event(s) on:

- March 18, 2025
- April 12, 2025

Attachments: None.

FIRE SERVICES AGREEMENT

This Fire Services Agreement (“Agreement”) is made and entered into by and between the City of Pipestone, a Minnesota municipal corporation, (“Pipestone”) and the City of Holland, a Minnesota municipal corporation (“Holland”). Pipestone and Holland may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. Pipestone owns and operates the Pipestone Volunteer Fire Department (“PFD”) and Holland owns and operates the Holland Fire Department (“HFD”), which provide a range of firefighting, rescue, firefighter training and first responder services to their respective cities.
- B. The Parties desire to enter into this Agreement to allow the PFD to assist the HFD with two controlled burns in Holland, for training purposes, which would include PFD firefighters and equipment, including a grass rig, a tanker and a heavy rescue truck, in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

- 1. **Term.** This Agreement shall commence on the date of the first controlled burn and shall expire upon the completion of the second controlled burn, unless terminated earlier as provided herein.
- 2. **Fire Services.** Pipestone agrees to provide firefighter training assistance services to Holland, consisting of two controlled burns in Holland, and agrees to make equipment available for the sole purpose of the controlled burn training, including a grass rig, a tanker and a heavy rescue truck (“Services”).
- 3. **Workers’ Compensation.** Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel while they are providing the Services pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers’ compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- 4. **Damage to equipment.** Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

5. **Independent Contractor.** The Parties agree Pipestone is providing the Services to Holland as an independent contractor. Pipestone and Holland have no responsibility whatsoever toward the firefighters, including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues.
6. **Insurance Requirements.** The Parties shall maintain general liability insurance applicable to the delivery of the Services.
7. **Indemnification.** To the extent allowed by law, Holland agrees to defend and indemnify Pipestone against any claims brought or actions filed against Pipestone, or any of their officers, employees, or volunteers, for injury to, death of, or damage to the property of any third person or persons, arising from Pipestone's performance under this Agreement. Under no circumstances, however, shall the Holland be required to pay on behalf of itself and Pipestone, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466 applicable to any one party. The limits of liability for Holland and Pipestone may not be added together to determine the maximum amount of liability for the Holland. The intent of this subdivision is to impose on the Holland a limited duty to defend and indemnify the Pipestone for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.
8. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either Party, whether set forth in Minnesota Statutes, chapter 466 or otherwise.
9. **Modifications.** This writing contains the entire agreement between the Parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both Pipestone and Holland, and attached hereto.
10. **Termination.** This Agreement may be terminated at any time during its term by mutual agreement of the Parties. Either Party may terminate this agreement by personally serving a written notice of termination on the other party.
11. **Service Contract.** This is a service contract. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the Parties.
12. **Minnesota Law Governs.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, Pipestone County.

13. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date indicated above.

City of Pipestone

City of Holland

Mayor

Mayor

City Administrator

City Clerk

Date

Date