

City Council Regular Meeting Agenda

October 06, 2025 at 6:30 PM Pipestone City Hall- 119 2nd Ave SW #9, Pipestone, MN 56164

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

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

5. **Approval of Minutes

- A. September 15 2025 Regular Meeting Minutes
- B. September 19 2025 Special Meeting Minutes
- C. September 24 2025 Special Meeting Minutes
- D. September 25 2025 Special Meeting Minutes
- 6. Community Concerns (Maximum 3 Minutes Per Person)
- 7. Reports
 - A. Water/Wastewater Superintendent
 - B. Public Works Director
 - C. Library Director
 - D. Liquor Store Manager
 - E. Law Enforcement
 - **F.** Recreation Director
- 8. Public Hearings, Petitions, and Bid Openings
- 9. Legal
- 10. Engineering

A. Industrial Road Improvements Project Pay Request 1 & Final

11. **Financial

A. Payment of Claims-Listing of Bills

12. Old Business

- A. Consider Resolutions 2025-64 and 2025-65 Regarding Detachments of City Property to Gray Township
- B. Consideration of Four-Way Stop Sign at the Intersection of 3rd Avenue NW and 2nd Street NW

13. New Business

- A. Request for Council Action Pipestone Area School District
- B. Parade Permit Pipestone Area School District
- C. Resolution 2025-62: A Resolution Receiving Feasibility Report and Calling Hearing on Improvement
- D. Resolution 2025-63: Resolution Approving County Project Within Municipal Corporate Limits
- E. Consideration of Law Enforcement Services Agreement
- F. Hord Farms West Dust Control Plan
- G. Consider Classification Adjustment for Director of Community Development
- H. Consider Contract with Local Assessor Erik Skogquist, SAMA
- Authorize Assistant City Administrator-City Clerk Temporary Signing Authority at First Bank & Trust
- J. 2026 Budget Update
- K. Indigenous Peoples' Day Proclamation

14. Closing Comments

15. Executive/Closed Session

A. Conduct a Closed Session Pursuant to Minn. Stat. § 13D.05, subd. 3(a) to evaluate the performance of Deb Nelson

16. Adjournment

Pipestone, Minnesota September 15, 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 15th day of September, 2025. Mayor Dan Delaney called the meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Scott Swanson, and Verdeen Colbeck. Absent: Danielle Thompson. Others present: Dave Andres, Anita Sanchez, Faith Spotted Eagle, Alexis Archambault, Lauren Blacik, Elijah Small, Isaac Weston, Derrick M. Iktomi Favel, Kyle Kuphal, City Engineer Travis Winter via Zoom, City Attorney Jason Hill via Zoom, Cable Access Coordinator Steve Moffitt, EDA Director Justin Schroyer, Assistant City Administrator-Clerk Stephanie LaBrune, and City Administrator Deb Nelson.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA – ADDITIONS, CHANGES OR DELETIONS

Delaney requested the addition of item I. Discussion of a four-way stop sign under New Business. He also requested the removal of A. Conduct a closed session pursuant to Minn. Stat. § 13D.05, subd. 3(a) to evaluate the performance of Deb Nelson from under Executive/Closed Session.

Motion was made by Smidt, seconded by Thompson and unanimously carried to approve the agenda with the addition of item I. Discussion of a four-way stop sign under New Business and the removal of A. Conduct a closed session pursuant to Minn. Stat. § 13D.05, subd. 3(a) to evaluate the performance of Deb Nelson from under Executive/Closed Session.

CONSENT AGENDA

Mayor Delaney stated the consent agenda contains the September 2, 2025 Special Meeting Minutes, September 2, 2025 Special Work Session Meeting Minutes, September 2, 2025 Regular Meeting Minutes, the August 2025 Financial Report, and Payment of Claims-Listing of Bills and asked if there was any discussion regarding these items.

Motion was made by Thompson, seconded by Smidt and unanimously carried to approve the consent agenda which consisted of the September 2, 2025 Special Meeting Minutes, September 2, 2025 Special Work Session Meeting Minutes, September 2, 2025 Regular Meeting Minutes, the August 2025 Financial Report, and Payment of Claims-Listing of Bills in the amount of \$229,508.48 for warrants #075749 to #075833.

COMMUNITY CONCERNS

None.

PRESENTATION

<u>Brave Heart Society Presentation to Council on the Magellan/OneOk Pipeline Proposal</u> – Guests from the Brave Heart Society provided a presentation on their concerns revolving around the OneOk pipeline project proposal and its proximity to the Pipestone National Monument and sacred Pipestone.

Minnesota Indian Affairs Council Presentation to Council on the Magellan/OneOk Pipeline Proposal – Guests from the Minnesota Indian Affairs Council gave a presentation and spoke about the OneOk pipeline proposal. They expressed concerns with the project and shared information on where the Minnesota Public Utilities Commission is at with the OneOk proposal.

OLD BUSINESS

Detachment Petition

Delaney stated there are two petitions for detachment from the city that have been provided to the city from O'Neill O'Neill & Barduson Law Office on behalf of the petitioners. Attorney Hill then explained to the council what their options were along with what the city's next steps were. The council then directed staff to research the land being requested to be detached from the city and provide a recommendation to the council at a later date.

NEW BUSINESS

Request for Council Action

Delaney stated, the Pipestone Area Chamber of Commerce is requesting the following for their 10th annual Trunk or Treat & Downtown Candy Walk on Friday, October 31, 2025:

- Permission to close the 100 and 200 blocks of West Main St and the 100 block of East Main St from 3:00 p.m. to 6:30 p.m.
- Public Works Assistance placing street closed signs, barricades and a few trash cans at the following locations:
 - On West Main St by Liberty Pawn (but not blocking 3rd Ave SW/NW)
 - On East Main St by First Farmers & Merchants Bank (but not blocking 3rd Ave SE/NE)
 - On the intersections of 2nd Avenue SW/NW and Hiawatha Avenue N/S

He then added that the Trunk or Treat event has been approved in the past.

Motion was made by Smidt, seconded by Thompson and unanimously carried to approve the request from the Pipestone Area Chamber of Commerce as presented.

Request for Council Action

Delaney explained that the Pipestone Elementary Boosters are requesting the use Westview Park along with the use of the concession stand and bathrooms, 10 extra picnic tables and 4 extra garbage totes in addition to what is already there for their annual Back to School Bash on Wednesday, September 24th. Since they are a 501(c)3 nonprofit organization, they are requesting the council to waive of all rental fees so they can continue to expand on this annual event and give the elementary students and their families a fun experience. Delaney said this request has been approved in the past.

Motion was made by Swanson, seconded by Thompson and unanimously carried to approve the request from the Pipestone Elementary Boosters as presented.

Resolution 2025-57

Delaney said this resolution, if approved will declare costs to be assessed and preparation of the proposed assessment for the 2023 Street & Utility Improvements Project. Administrator Nelson shared that Engineer Winter worked to get the assessment roll numbers put together and said the numbers look good with the new assessment policy in effect.

Motion was made by Colbeck, seconded by Smidt, and unanimously carried to approve Resolution 2025-57: A Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessment.

Resolution 2025-58

Delaney stated this resolution accepts a donation from Hanks Foods who donated apples and chips valued at \$159.25 for Daycare Day at the family aquatic center.

Motion was made by Swanson, seconded by Thompson, and unanimously carried to approve Resolution 2025-58: Resolution Accepting Donation(s).

Resolution 2025-59

Delaney said, this resolution, if approved gives city support to apply for the League of Minnesota Cities Grants Navigation Program. This program provides grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects. He shared; EDA Director Schroyer is looking to apply for the Grant Navigation program to seek financial support from the MN DNR ReLeaf Grant program to develop a community forest management plan. Delaney then said it is always good to be proactive when it comes to natural resources.

Motion was made by Thompson, seconded by Swanson and unanimously carried to approve Resolution 2025-59: A Resolution Authorizing Application for Grant Navigation Support for the City.

Resolution 2025-60

Delaney stated this resolution will authorize the city to enter into a grant agreement with the MN Dept. of Transportation's Airport Maintenance and Operations Grant program. He said the funds received from this grant will reimburse the city for various maintenance and operations expenses at the Pipestone Municipal Airport. Delaney thanked staff for obtaining these grants.

Motion was made by Colbeck, seconded by Thompson, and unanimously carried to accept Resolution 2025-60: Resolution Approving Airport Maintenance and Operations Grant Agreement with the Minnesota Department of Transportation.

Consider Position Title Change and Appointment of Duties

Delaney stated, as a result of the resignation of the city's former Building and Zoning Administrator, the Council made the decision at their September 2nd Council meeting to contract with the Company SAFEbuilt to handle all of the Building Official duties that were held by the Building and Zoning Administrator. Delaney said, SAFEbuilt will not be taking over any of the Planning and Zoning duties at this time; therefore, the City Administrator is recommending that Council consider adding the duties to EDA Director, Justin Schroyer's job description and also change his position title to "Community Development Director" to ensure that his title is appropriate for the position. He explained that a Community Development Director serves as the City's lead for guiding growth, fostering economic opportunity, and ensuring thoughtful land use planning. This role combines the responsibilities of the Economic Director and the Planning and Zoning Administrator to provide a unified approach to community progress. He said, if the Council

chooses to move forward with changing Schroyer's title and adding the Planning and Zoning duties to his job description the change will take effect immediately and the new job description will be forwarded onto David Drown & Associates to have the review and classify the position to determine if the position will require and pay grade changes. Delaney added that the city is trying to operate as efficient as possible.

Motion was made by Thompson, seconded by Swanson, and unanimously carried to change EDA Director Justin Schroyer's position title to Community Development Director and assume the new job description effective immediately and forward the job description onto David Drown & Associates to classify the position on the city's PayScale.

Fire Prevention Week Proclamation

Delaney read a proclamation declaring October 5 - 11, 2025 as Fire Prevention Week in the City of Pipestone.

Four-Way Stop Sign Discussion

Delaney shared that he has heard some concerns about the need for a four-way stop sign at the intersection of 3rd Ave. NW and 2nd St. NW. He said the concerns were due to it being hard to see at the intersection and also the traffic speeds on 2nd St. NW. Delaney requested that the Public Works Director look into the concerns to see if a four-way stop sign would be appropriate for the intersection.

CLOSING COMMENTS

None.

ADJOURNMENT

Motion was made by Colbeck, seconded by Thompson, and carried unanimously to adjourn the meeting at 7:44 p.m.

	Dan Delaney Mayor	
ATTEST:		
Stephanie LaBrune Assistant City Administrator - Clerk	_	

Pipestone, Minnesota September 19, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 12:00 noon on the 19th day of September 2025. Mayor Dan Delaney called the special meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Danielle Thompson, Scott Swanson and Verdeen Colbeck. Absent: None. Others present: Kyle Kuphal, Cable Access Coordinator Steve Moffitt, Assistant City Administrator / Clerk Stephanie LaBrune, and City Administrator Deb Nelson.

Mayor Delaney stated the purpose of the special meeting was to discuss the Pipestone County Law Enforcement Contract and consider the Law Enforcement Budget Sub-Committee's recommendation to move forward with the proposed 2026 Law Enforcement Budget.

Administrator Nelson stated that the sub committee met Tuesday afternoon and there was discussion on removing the dispatch charges. She shared that the county's sheriff budget expenses total \$2,361,823 and if the amount is split evenly by the population of Pipestone County (9,424) the city's share would be \$250.60 per capita. She said the committee proposed the city of Pipestone paying \$240 per capita which results in a total amount of approximately \$1,011,600 for 2026.

Delaney said that he also wants the contract to ensure that the Sheriff's department is enforcing all city ordinances and plans to get those details figured out.

Delaney also said Attorney Hill drafted a new contract because the other contract was 25 years old and it needed to be updated.

Discussion was held on the reduction from the initial amount of \$1,056,207 to \$1,011,600 and the impact it would have on the city's 2026 levy.

Following discussion, a motion was made by Smidt, seconded by Swanson and unanimously carried approve the sub-committee's recommendation to proceed with the proposed cost of the Pipestone County Law Enforcement contract with the city at a cost of \$240 per capita as presented.

ADJOURNMENT

Motion was made by Colbeck, seconded by Thompson and unanimously carried to adjourn the meeting at 12:35 p.m.

ATTEST:	Dan Delaney Mayor	
Stephanie LaBrune Assistant City Administrator / City Clerk		

Pipestone, Minnesota September 24, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 1:00 p.m. on the 24th day of September 2025. Mayor Dan Delaney called the special meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Danielle Thompson and Verdeen Colbeck. Absent: Scott Swanson. Others present: Liquor Store Manager Michael Wilson, and City Administrator Deb Nelson.

Mayor Delaney stated the purpose of the special meeting is to conduct a closed session pursuant to Minn. Stat. § 13D.05, subd. 3(a) to evaluate the performance of Michael Wilson

Delaney stated, before I entertain a motion to close this portion of the meeting for the performance evaluation of Michael Wilson, I want to state on the record that Michael Wilson has the right to have this discussion conducted in an open and public meeting. Since Michael is present at today's meeting, I will ask, Michael, do you wish to have the meeting remain open to the public. Wilson stated that he did not want the meeting open to the public.

Motion made by Thompson, seconded by Colbeck, and unanimously carried to close the meeting pursuant to Minnesota Statutes, section 13D.05, subdivision 3(a) to evaluate the performance of Michael Wilson.

Motion made by Smidt, seconded by Thompson, and unanimously carried to reopen the meeting.

Delaney the stated that a summary of the conclusions of the performance evaluation will be presented at a future council meeting.

ADJOURNMENT

Motion was made by Colbeck, seconded by Thompson and unanimously carried to adjourn the meeting at 12:20 p.m.

ATTEST:	Dan Delaney Mayor	
Verdeen Colbeck Council Member		

Pipestone, Minnesota September 25, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 12:00 noon on the 25th day of September 2025. Mayor Dan Delaney called the special meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Danielle Thompson, and Scott Swanson. Absent: Verdeen Colbeck. Others present: Kyle Kuphal, Assistant City Administrator / City Clerk Stephanie LaBrune, City Treasurer Jodie Jensen, Public Access Coordinator Steve Moffitt, and City Administrator Deb Nelson.

Mayor Delaney stated the purpose of the special meeting is to review the 2026 budget, consider approval of resolution 2025-61: a resolution establishing the preliminary tax levy payable 2026, and schedule a public hearing on the proposed 2023 Street and Utility Improvements project assessments.

REVIEW 2026 BUDGET AND CONSIDER APPROVAL OF RESOLUTION 2025-61: A RESOLUTION ESTABLISHING THE PRELIMINARY TAX LEVY PAYABLE 2026

Delaney stated, Nelson will present information on the proposed 2026 budget and levy and following discussion, the council will need to consider the approval of Resolution 2025-61 which approves the preliminary levy at a 5.2% increase over the 2025 levy.

Nelson stated the preliminary general-purpose levy is \$1,777,549 and the bond indebtedness levy is \$1,185,096 for a total preliminary levy of \$2,962,645 which is a 5.2% increase over the 2025 levy. She said the County has approved the proposed Sheriff's contract at a cost of \$240/capita and confirmed that their insurance costs are increasing by 11%. She said in the city's budget a 5% COLA (cost of living adjustment) is included and a 0% health insurance increase is reflected. She said there is an additional \$51,000 in the budget for the SRTS project changes that were made and shared that there will be no debt retired until 2027. Nelson added that the HRA and County are both proposing a 3% COLA and said the city can look at 3% instead of 5% and the levy would change to an increase of 4.3%. She said nothing was touched in capital outlay. Swanson replied by saying those could always go down later.

Thompson said her only thought was if employee insurance is staying the same, it may be a good idea to keep the COLA higher in the event that the COLA may need to be reduced next year due to higher insurance costs. She said this may help lessen the impact of having both COLA and insurance increase in one year. Both Smidt and Swanson stated that the COLA is what it is and should not be a chance to get an extra raise.

Motion made by Smidt, seconded by Swanson, and unanimously carried to approve resolution 2025-61: a resolution establishing the preliminary tax levy payable 2026 with the condition that the budget is adjusted if the cost-of-living rate is lowered.

SCHEDULE PUBLIC HEARING ON THE PROPOSED 2023 STREET AND UTILITY IMPROVEMENTS PROJECT ASSESSMENTS

Delaney stated that staff is requesting the council schedule a public hearing on October 20, 2025 at approximately 6:30p.m. during the council's regularly scheduled meeting to allow public comment on the proposed 2023 street and utility improvements project special assessments.

Nelson added that Engineer Winter has the assessment rolls put together with a \$10,000 cap on regular lots and a \$15,000 cap on corner lots. She also shared that Megan DeWitte had send out the letters and Stephanie LaBrune published the notice in the newspaper.

Motion made by Smidt, seconded by Thompson, and unanimously carried to schedule a public hearing on October 20, 2025 at approximately 6:30p.m. during the council's regularly scheduled meeting to allow public comment on the proposed 2023 street and utility improvements project special assessments.

ADJOURNMENT

Motion was made by	Thompson,	seconded b	y Swanson	and 1	unanimously	carried to	adjourn	the
meeting at 12:25 p.m.								

ATTEST:	Dan Delaney Mayor
Stephanie LaBrune Assistant City Administrator / City Clerk	

Contractor's Application for Payment

Owner:	0.77.05										
		PIPESTONE		Owner's Project No.:							
Engineer:		I & MENK, INC.		Engineer's Project I							
Contractor:		CONSTRUCTION	A EN LTC	Agency's Project I	No.:						
Project:		RIAL ROAD IMPROVE									
Contract:		RIAL PARK IMPROVEN									
Application		1 & Final	Application Date								
Application	Period:	From 8/13	3/2025 to	9/25/2025							
2. Ne	t change k	tract Price by Change Orders tract Price (Line 1 + Lin	ne 2)		\$ \$ \$	248,600.25 - 248,600.25					
4. Tot	tal Work c	ompleted and materi	als stored to date								
		nn H Unit Price Total an		terials)	\$	253,089.50					
5. Ret	tainage										
a	a	X \$ 253,089.5	Work Completed		\$	-					
b	D	X \$	- Stored Materials		\$	-					
c	c. Total Re	etainage (Line 5.a + Lir	ne 5.b)		\$	-					
6. Am	nount eligi	ble to date (Line 4 - Li	ine 5.c)		\$	253,089.50					
7. Less previous payments											
8. Am	nount due	this application			\$	253,089.50					
9. Bal	lance to fi	nish, including retaina	age (Line 3 - Line 4)		\$	(4,489.25)					
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.											
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF PIPESTONE	Owner's Project No.:
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.: F18.116289
Contractor:	MUSCH CONSTRUCTION	Contractor's Project No.:
Project:	INDUSTRIAL ROAD IMPROVEMENTS	Agency's Project No.:
Contract:	INDUSTRIAL ROAD IMPROVEMENTS	

Application	No.: 1 & Final Application Period:	From	08/13/25	to	09/25/25		09/25/25								
Α	В	С	D	E	F	F1	F2	G	Н	K	L				
			Contract	Information		Previous	Estimate	Work (Completed						
Bid Item	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
	Original Contract														
1	MOBILIZATION	1.00	LUMP SUM	12,960.00	12,960.00		1	1.00	12,960.00		-				
2	TRAFFIC CONTROL	1.00	LUMP SUM	3,000.00	3,000.00		,	1.00	3,000.00		-				
3	REMOVE AGGREGATE MATERIAL (EV) (P)	650.00	CU YD	15.65	10,172.50		,	650.00	10,172.50		-				
4	SAWING CONCRETE PAVEMENT (FULL DEPTH)	50.00	LIN FT	12.00	600.00		-	-	-		600.00				
5	REMOVE AND REPLACE CONCRETE CURB & GUTTER	50.00	LIN FT	46.00	2,300.00		ı	42.00	1,932.00		368.00				
6	SALVAGE AND RESET CASTING	3.00	EACH	1,100.00	3,300.00		ı	3.00	3,300.00		-				
7	CONCRETE PAVEMENT, 7.0"	3,325.00	SQ YD	63.35	210,638.75		ı	3,500.00	221,725.00		(11,086.25)				
8	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	44.00	EACH	16.00	704.00		-	-	-		704.00				
9	DRILL AND GROUT REINF BAR (EPOXY COATED)	830.00	EACH	5.50	4,565.00		-	-	-		4,565.00				
10	INLET PROTECTION	4.00	EACH	90.00	360.00		ı	-	-		360.00				
			Origin	al Contract Totals	\$ 248,600.25		\$ -		\$ 253,089.50		\$ (4,489.25)				

RESOLUTION 2025-64

RESOLUTION REGARDING PETITION FOR DETACHMENT OF LAND FROM THE CITY OF PIPESTONE TO GRAY TOWNSHIP (PID 18.007.0300)

WHEREAS, the City of Pipestone ("City") received a petition for detachment of certain property from the City to Gray Township; and

WHEREAS, a copy of the petition for detachment ("Petition") is attached hereto as Exhibit A; and

WHEREAS, the Petition has also been filed with the Minnesota Court of Administrative Hearings, Municipal Boundary Adjustments Unit, Docket No. D-677; and

WHEREAS, upon review of the Petition, the City Council determines that the City [supports] [opposes] the Petition.

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

- 1. The City Clerk and City Attorney are hereby authorized and directed to provide notice in Municipal Boundary Adjustments Unit, Docket No. D-677 that the City [supports] [opposes] the detachment set forth in the Petition.
- 2. The City Clerk and City Attorney are hereby authorized to provide such notices, execute such documents and take all other actions as may be necessary to carry out the intent of this Resolution.

Passed and adopted by the City Council of the City of Pipestone this 6th day of October 2025.

	Dan Delaney Mayor
ATTEST:	
Stephanie LaBrune Assistant City Administrator / City Clerk	

EXHIBIT A

<u>Petition</u>

(attached hereto)

O'NEILL, O'NEILL & BARDUSON

ATTORNEYS AT LAW 114 N. Hiawatha Avenue P.O. Box 128 Pipestone, Minnesota 56164

Emmett O'Neill (1906-1995) James E. O'Neill (Retired) Scott L. Barduson Damain D. Sandy Adam M. Maloney Erin C. Jamison Telephone (507) 825-4266 Fax (507) 825-4267 Email: office@ooblawfirm.com

September 5, 2025

Court of Administrative Hearings Attn: MBAU Administrator P.O. Box 64620 St. Paul, MN 55164-0620

Re:

New Case Filings

Dear Sir/Madam:

Please find enclosed for filing with the MBAU two petitions for detachment of property from the City of Pipestone, our law firm check in the amount of \$120.00 for the filing fee relating to the approximate 24-acre parcel, and our law firm check in the amount of \$585.00 for the filing fee relating to the approximate 127-acre parcel. I've also enclosed for both new files a copy of the Pipestone County plat map, Gray Township plat map and an affidavit of service on the City, Township and County Recorder.

Please contact me at the phone number show above or email me at <u>dsandy@ooblawfirm.com</u> if you have any questions. Thank you.

Very truly yours,

O'NEILL, O'NEILL & BARDUSON

Damain D. Sandy

DDS/dds Enclosure

STATE OF MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS

OAH Docket No.:

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

PETITION

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

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

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

The North 554 feet of that part of the Northwest Quarter (NW¼) of Section Seven (7), Township One Hundred Six (106) North, Range Forty-five (45) West of the 5th P.M., Pipestone County, Minnesota, lying northwesterly of the Burlington Railroad Company's (formerly Great Northern Railway Company) right-of-way, EXCEPT the West 660 feet thereof, containing 23.75 acres, more or less.

- 4. The real property consists of approximately 23.75 acres.
- 5. The real property is located in the City of Pipestone, County of Pipestone, State of Minnesota, and abuts the municipal boundary of the Township of Gray, County of Pipestone, State of Minnesota. Attached hereto as Exhibits 1 through 5 are true and correct copies of a City of Pipestone boundary map and screenshots from Pipestone County GIS that fairly and accurately depict the municipal boundaries of the City of Pipestone and Gray Township and the location the of property to be attached, as shown in Exhibits 2 through 5 as Parcel No. 18-007-

033.

- 6. Petitioner is the sole owner of the area proposed for detachment.
- 7. The number of persons required to commence this proceeding pursuant to Minn. Stat. § 414.06(1) is one.
- 8. The real property is rural in character, used exclusively for agricultural purposes, not developed for urban residential, commercial or industrial purposes, not served by or connected to municipal utilities or improvements, has no buildings located on it and has no resident population.
- 9. Petitioner is requesting detachment of the real property for the following reasons:
 - 1) The annual property taxes assessed on the real property by the City of Pipestone equal approximately sixty-eight and six-tenths percent (68.6%) of the real estate taxes assessed on the real property;
 - 2) The real property is used solely for agricultural purposes and is being taxed in excess of the agricultural properties abutting and proximate to the real property not located in the City of Pipestone, creating a disparate treatment and impact of the real property solely because the property was annexed to the City of Pipestone and removed from Gray Township;
 - 3) The real property is not benefitted or served by any municipal utility or any other public service provided by the City of Pipestone to the residents of the City of Pipestone;
 - 4) The real property is bounded on the north by property lying within Gray Township, on the east by Minnesota Trunk Hwy. 23, on the South by other agricultural land lying within the City of Pipestone, and on the east by Douty's Addition

to the City of Pipestone;

- 5) The real property is not needed for anticipated future development and cannot be used for future development because it lies within a floodplain; and
- 6) Detachment will not unreasonably affect the symmetry of the City of Pipestone.
- 10. The efforts taken prior to filing this petition to resolve the issues include: Inquiry was made of the City through City Administrator, Deb Nelson, about whether the City would agree to or oppose detachment, and the City Council discussed the issue of detachment on July 7, 2025, but took no action indicating that the City would consent or opposed detachment.

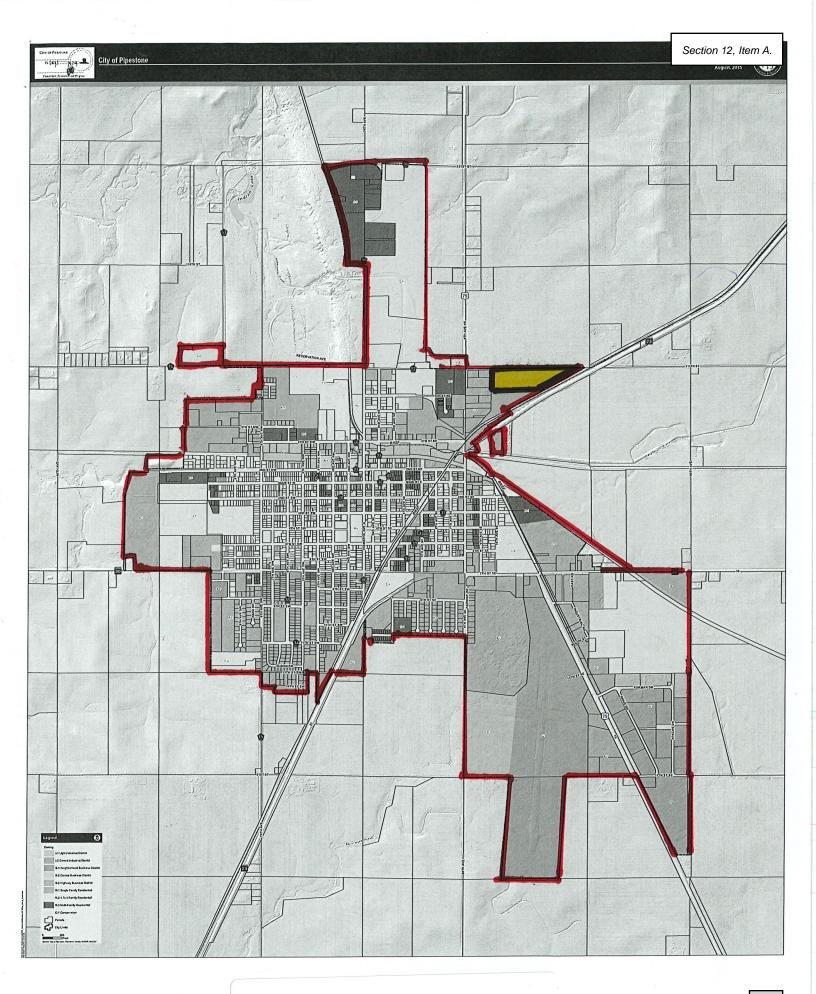
WHEREFORE, Petitioner respectfully requests an Order:

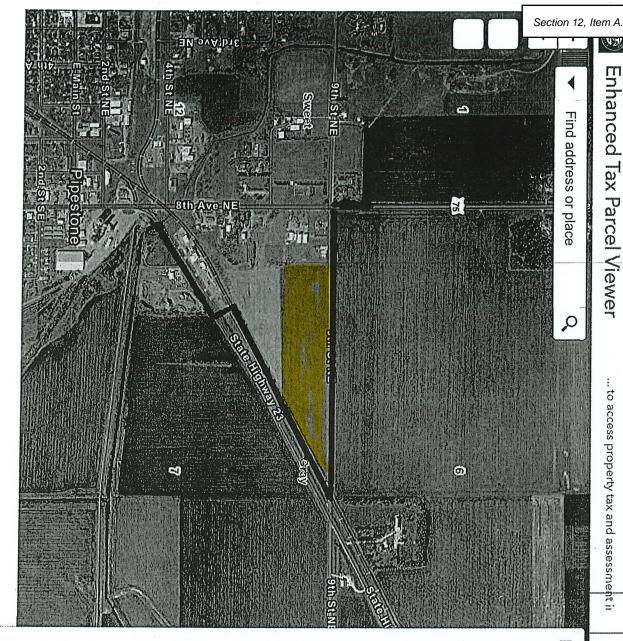
- 1. Detaching the real estate from the City of Pipestone and making the real estate part of the Township of Gray;
 - 2. Apportioning costs as allowed by statute; and
 - 3. For such additional and further relief that is just and equitable.

Date: August <u>27</u>, 2025

PETITIONER

os J. Nelsen





Layer List

Layers

Tax Parcels

County Boundary

RoadCenterlinesStylized

RoadCenterlines

Tax Parcel Labels

Ditches

Railroads

Wildlife Management Areas

Parks and Recreation Facilities

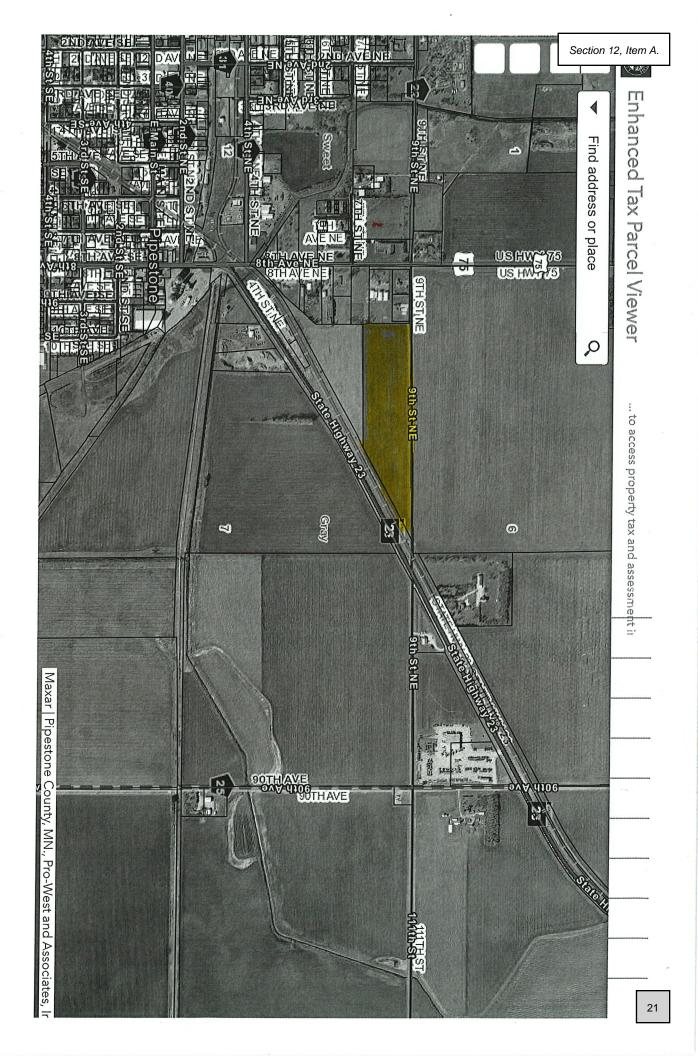
Lakes and Rivers

City Limits

Cadastral Reference

Contours

EXHIBIT 2



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BUILDING MATERIALS, INC.

Jeremy Whipple/President
Ph. 507-825-6358 Fax: 507-825-6386
P.O. Box 424 • 812 Industrial Rd. • Pipestone, MN 56164

Section 12, Item A.

our business too.

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STATE OF MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS

OAH Docket No.:

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

Affidavit of Service

STATE OF MINNESOTA	}
COUNTY OF PIPESTONE	} SS.
COUNTIONING	5

Damain D. Sandy, of the City of Pipestone, County of Pipestone, State of Minnesota, being duly sworn, says that on the 4th day of September, 2025, he served the annexed

Petition

on the City of Pipestone by personally handing and leaving a true and correct copy thereof to Deb Nelson, Pipestone City Administrator at the City of Pipestone Office, 119 2nd Avenue SW, Pipestone, MN 56164,

on the Township of Gray by personally handing and leaving a true and correct copy thereof with Scott Blom, Gray Town Clerk, at the Office of Meulebroeck-Taubert & Co, 216 East Main Street, Pipestone, Minnesota, 56164; and

on the Pipestone County Recorder, by personally handing and leaving a true and correct copy thereof with Emaleigh Rippentrop, Pipestone County Recorder, Pipestone County Courthouse, 416 South Hiawatha Avenue, Pipestone, MN 56164.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

September 5, 2025

Damain D. Sandy

RESOLUTION 2025-65

RESOLUTION REGARDING PETITION FOR DETACHMENT OF LAND FROM THE CITY OF PIPESTONE TO GRAY TOWNSHIP (PID 18.018.0650)

WHEREAS, the City of Pipestone ("City") received a petition for detachment of certain property from the City to Gray Township; and

WHEREAS, a copy of the petition for detachment ("Petition") is attached hereto as Exhibit A; and

WHEREAS, the Petition has also been filed with the Minnesota Court of Administrative Hearings, Municipal Boundary Adjustments Unit, Docket No. D-678; and

WHEREAS, upon review of the Petition, the City Council determines that the City [supports] [opposes] the Petition.

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

- 1. The City Clerk and City Attorney are hereby authorized and directed to provide notice in Municipal Boundary Adjustments Unit, Docket No. D-678 that the City [supports] [opposes] the detachment set forth in the Petition.
- 2. The City Clerk and City Attorney are hereby authorized to provide such notices, execute such documents and take all other actions as may be necessary to carry out the intent of this Resolution.

Passed and adopted by the City Council of the City of Pipestone this 6th day of October 2025.

	Dan Delaney Mayor
ATTEST:	
Stephanie LaBrune Assistant City Administrator / City Clerk	

EXHIBIT A

Petition

(attached hereto)

STATE OF MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS

OAH Docket No.: D-678

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

AMENDED PETITION

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

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

- 1. Petitioners are Thomas J. Nelson, David R. Nelson, and David L. Meulebroeck and Karen Meulebroeck, as Trustees of the David L. Meulebroeck and Karen Meulebroeck Living Trust (hereafter "Meulebroeck).
- 2. Petitioner, Thomas J. Nelson, resides at 975 State Hwy. 30, Pipestone, Minnesota, 56164.
- 3. Petitioner, David R. Nelson, resides at 1018 130th Avenue, Pipestone, Minnesota, 56164.
- 4. Petitioners, Meulebroeck, reside at 605 11th Street SW, Pipestone, MN 56164.
- 5. Respondent is the City of Pipestone. The City of Pipestone has a postal mailing address of the 119 2nd Avenue SW, Suite 9, Pipestone, MN 56164.
 - 6. The real property that is the subject of this Petition is legally described as:

The Northeast Quarter (NE¹/₄) of Section Eighteen (18), Township One Hundred Six (106) North, Range Forty-five (45) West of the 5th P.M., County of Pipestone, State of Minnesota, EXCEPT That part of the Northeast Quarter of Section 18, Township 106 North, Range 45 West of the 5th Principal Meridian, Pipestone County, Minnesota, described as follows:

1

Commencing at the North Quarter corner of Section 18; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the North line of the Northeast Quarter of said Section a distance of 885.42 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds West a distance of 50.00 feet to an iron stake; thence continuing South 00 degrees 00 minutes 00 seconds West a distance of 185.87 feet to an iron stake; thence South 89 degrees 48 minutes 18 seconds East a distance of 432.78 feet to an iron stake; thence North 00 degrees 00 minutes 00 seconds East a distance of 12.85 feet; thence North 01 degrees 36 minutes 22 seconds West a distance of 68.35 feet to an iron stake; thence North 54 degrees 32 minutes 52 seconds West a distance of 185.05 feet to an iron stake; thence continuing North 54 degrees 32 minutes 52 seconds West a distance of 84.18 feet to said North Line; thence South 90 degrees 00 minutes 00 seconds West a distance of 211.53 feet to said point of beginning.

And further excepting the South 1,150 feet of the West 910 feet of said quarter section, EXCEPTING from said except parcel the East 362.20 feet of the West 910 feet of the South 406 feet thereof;

And also excepting a tract of land in the Northeast Quarter (NE½), described as follows: Commencing at the northwest corner of said Northeast Quarter (NE½); thence easterly on the north line of said Section for 700.42 feet, which point is the true point of beginning; thence south on a line parallel to the east line of said Northeast Quarter (NE½) a distance of 224.5 feet; thence east on a line parallel with the north line of said Northeast Quarter (NE½) a distance of 130 feet; thence north on a line parallel to the east line of said Northeast Quarter (NE½) a distance of 224.5 feet; thence westerly along the north line of said Northeast Quarter (NE½) for a distance of 130 feet to the point of beginning;

And also excepting that part of the Northeast Quarter of Section 18, Township 106 North, Range 45 West of the 5th Principal Meridian, Pipestone County, Minnesota, described as follows: Commencing at the North Quarter Corner of Section 18, thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the North Line of the Northeast Quarter of said Section, a distance of 830.42 feet to the Point of Beginning; thence South 00 degrees 00 minutes 00 seconds West, a distance of 50.00 feet to an iron stake; thence continuing South 00 degrees 00 minutes 00 seconds West, a distance of 174.50 feet to an iron stake; thence North 90 degrees 00 minutes 00 seconds East, a distance of 55.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 50.00 feet to said North line; thence South 90 degrees 00 minutes 00 seconds West along said North line, a distance of 55.00 feet to said point of beginning;

2

And also excepting that part of the Northeast Quarter of Section 18, Township 106 North, Range 45 West of the 5th Principal Meridian, Pipestone County, Minnesota, described as follows: Commencing at the North Quarter Corner of Section 18; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the North line of the Northeast Quarter of said Section, a distance of 885.42 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 224.50 feet to the Point of Beginning; thence South 90 degrees 00 minutes 00 seconds West, a distance of 152.63 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 5.47 feet to an iron stake; thence South 87 degrees 47 minutes 06 seconds East, a distance of 152.79 feet to an iron stake; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.37 feet to said Point of beginning;

And also excepting that part of the Northwest Quarter of the Northeast Quarter (NE½ NE½), described as follows: beginning at the North Quarter corner of said Section 18; thence on an assumed bearing of North 89 degrees 22 minutes 51 seconds East along the north line of the Northeast Quarter (NE½) of said section a distance of 700.42 feet; thence South 00 degrees 16 minutes 34 seconds East, parallel with the east line of said Northeast Quarter (NE½), a distance of 224.50 feet; thence North 89 degrees 22 minutes 51 seconds East, parallel with the north line of the Northeast Quarter (NE½) of said section, a distance of 34.12 feet; thence South 00 degrees 14 minutes 30 seconds East a distance of 723.46 feet; thence South 89 degrees 22 minutes 51 seconds West; parallel with the north line of the Northeast Quarter (NE½) of said section, a distance of 738.67 feet to the north-south Quarter line of said section; thence North 00 degrees 00 minutes 00 seconds East, along said north-south quarter line, a distance of 948.00 feet to the point of beginning, containing 15.86 acres; and also excepting.

- 7. That part of the property to be detached owned by Petitioner Meulebroeck consists of approximately 11.31 acres.
- 8. That part of the property to be detached owned by Petitioners Thomas J. Nelson and David R. Nelson consists of approximately 105.74 acres.
- 9. The real property to be detached is located in the City of Pipestone, County of Pipestone, State of Minnesota, and abuts the municipal boundary of the Township of Gray, County of Pipestone, State of Minnesota. Attached hereto as Exhibits 1 through 3, as amended, are true and correct copies of a City of Pipestone boundary map and screenshots from Pipestone County GIS that fairly and accurately depict the boundary of the City of Pipestone and Gray

3

Township and the location the of property to be attached, identified as parcels 18-018-0650 and 18-018-1200 in Exhibit 3.

- 10. Petitioners are the sole owners of tracts within the property proposed for detachment.
- 11. The number of persons required to commence this proceeding pursuant to Minn. Stat. § 414.06(1) is three.
- 12. The real property to be detached is rural in character, used exclusively for agricultural purposes, not developed for urban residential, commercial or industrial purposes, not served by or connected to municipal utilities or improvements, has one building and has no resident population.
- 13. Petitioners are requesting detachment of the real property for the following reasons:
 - 1) The annual property taxes assessed on the real property by the City of Pipestone equal approximately sixty-eight and six-tenths percent (68.6%) of the real estate taxes assessed on the property;
 - 2) The real property is used solely for agricultural purposes and is being taxed in excess of the agricultural properties abutting and proximate to the real property not located in the City of Pipestone, creating a disparate treatment and impact of the real property solely because the property was annexed to the City of Pipestone and removed from Gray Township;
 - 3) The real property is not benefitted or served by any municipal utility or other public service provided by the City of Pipestone to the residents of the City of Pipestone;
 - 4) The real property is bounded on the north by unincorporated,

4

Section 12. Item A.

agricultural property in Gray Township, on the east by unincorporated agricultural property

lying in Gray Township; on the South by Skyway Industrial Park Addition to the City of

Pipestone, and on the East by unplatted property and the Second Subdivision of Section 18

of the City of Pipestone.

5) The real property is not needed for anticipated future development

and the majority of the property cannot be used for future development because it lies

within a floodplain; and

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

of Pipestone.

14. The efforts taken prior to filing this petition to resolve the issues include:

Inquiry was made of the City through City Administrator, Deb Nelson, about whether the City

would agree to or oppose detachment, and the City Council discussed the issue of detachment on

July 7, 2025, but took no action indicating that the City would consent or opposed detachment.

WHEREFORE, Petitioner respectfully requests an Order:

1. Detaching the real estate from the City of Pipestone and making the real

estate part of the Township of Gray;

2. Apportioning costs as allowed by statute; and

3. For such additional and further relief that is just and equitable.

Dated: September 23, 2025

O'NEILL, O'NEILL & BARDUSON

Damain D. Sandy

114 North Hiawatha Avenue

P.O. Box 128

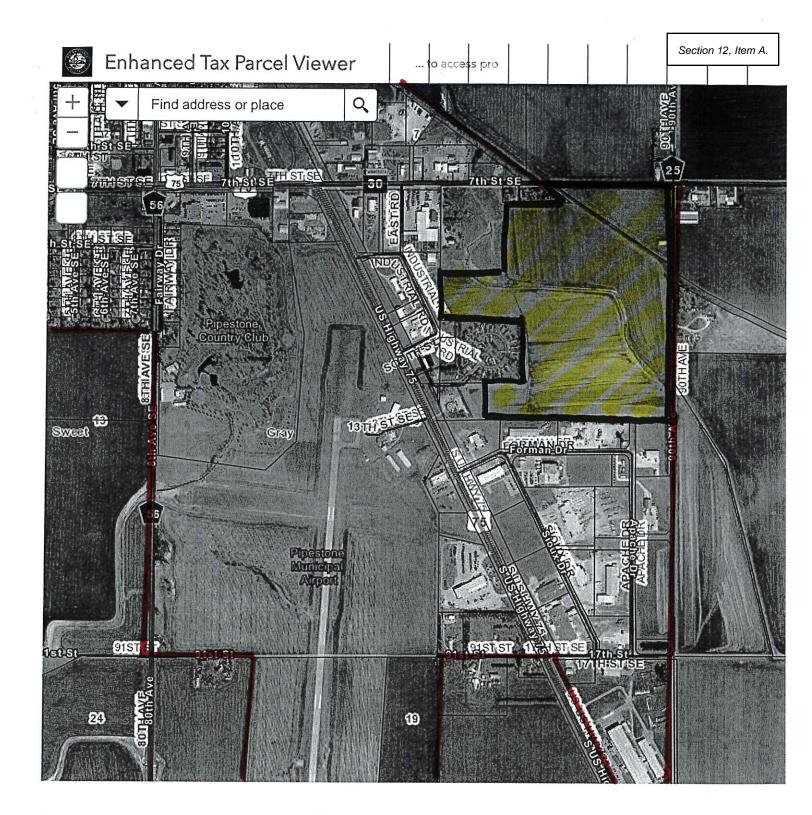
Pipestone, MN 56164

Telephone No: (507) 825-4266

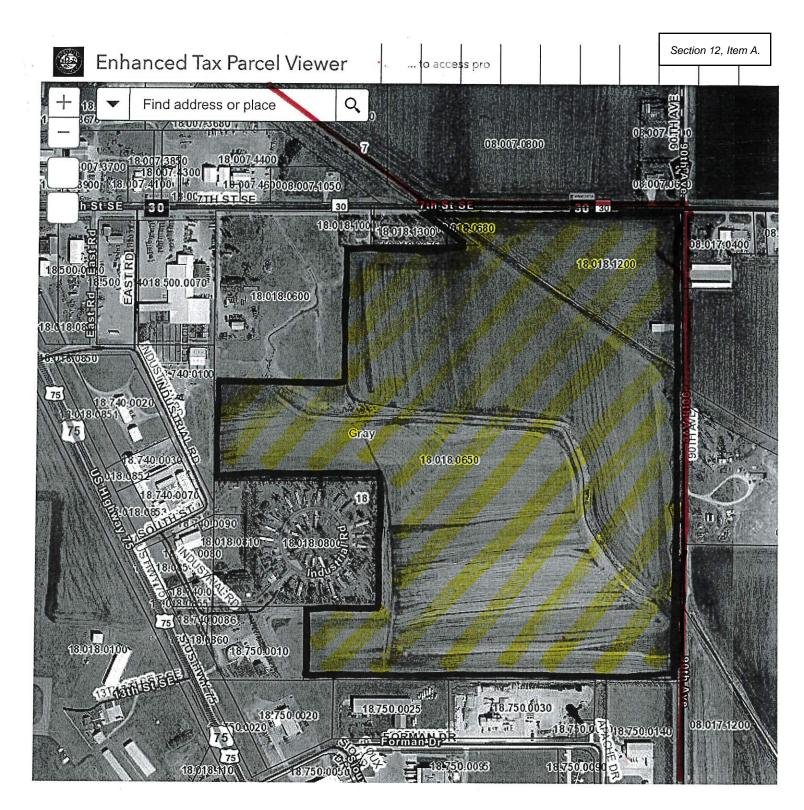
Atty. Reg. No.: 240667

5

Attorney for Petitioners



- City boundary





REQUEST FOR COUNCIL ACTION

Meeting of Date: October 6, 2025

Agenda Section:	Originating Dept:	Item No.
New Business	Administration	A.
Item Description:		Prepared By:
Request of Pipestone Area School District		Stephanie LaBrune

The Pipestone Area School District is requesting the waiver of a \$25 Parade Permit fee and permission to hold a homecoming parade on Friday, October 10th 2025. The parade will begin at 1:00 pm and conclude approximately 2:15 pm. The parade will include the high school marching band along with floats from community businesses, school clubs, and classes. The floats will also be handing out candy. (The parade route map shown below). The School District will be making a road closure request to Pipestone County and is also requesting that the City authorize the closure of all sections of city streets located along the parade route. Public Works assistance will also be needed to provide and place cones and road closure signs along the parade route.

PAS Homecoming Parade Route 2025



A: Line up/Starting point of the parade like previous years

B: Parade will go East on 2nd Street NW

C: Parade will turn South on Third Avenue NE

D: Turn West on East Main Street

E: Turn North on Eight Avenue SW

F: Turn West on 2nd Street NW

RESOLUTION 2025-62

A RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON IMPROVEMENT.

WHEREAS, pursuant to resolution of the council adopted July 7, 2025, a report has been prepared by Bolton & Menk, Inc. with reference to the proposed 2nd Avenue SW Street & Utility Improvements Project – 2026, which involves the following area:

• 2nd Avenue SW from State Highway 30 to 10th Street SW

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

- 1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$2,193,400.
- 2. A public hearing shall be held on such proposed improvement on the 3rd day of November, 2025 in the council chambers of the city hall at approximately 6:30 p.m. and the City Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Passed and adopted by the City Council of the City of Pipestone this 6^{th} day of October 2025.

	Dan Delaney Mayor	
ATTEST:		
Stephanie LaBrune Assistant City Administrator / Clerk	-	

2026 Street & Utility Improvements 2nd Avenue SW

Preliminary Engineering Report

City of Pipestone, Minnesota October, 2025



Submitted by:

Bolton & Menk, Inc. 1501 South State Street, Suite 100 Fairmont, MN 56031 P: (507) 238-4738

Certification

Preliminary Engineering Report

for

2026 Street & Utility Improvements 2nd Avenue SW

City of Pipestone Pipestone, Minnesota 25X.139714.000

October 2025

PROFESSIONAL ENGINEER

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

Signature:	L. Winter		
Typed or Printed Name			
Date: 10/3/2025	License Number:	46649	

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I. INTRODUCTION

The Pipestone City Council authorized a feasibility report to review the condition of the street pavement and utility infrastructure of the following street segments:

1. 2nd Avenue SW from 10th Street SW to 7th Street SW (three blocks)

Figure 1, in Appendix B shows the project area.

As requested, we have prepared the following Preliminary Engineering Report in accordance with Minnesota Statutes Chapter 429 for the proposed improvements. This report provides a detailed outline of existing conditions and proposed improvements for the streets listed above, estimated costs and assessments, and a schedule for completing the improvements.

Specific items of construction will consist of:

- 1. Removal of existing pavement, curb & gutter, sidewalk, driveway aprons, and public utilities.
- 2. Replacement of storm sewer, sanitary sewer, watermain, and services.
- 3. Concrete curb & gutter, driveways, and sidewalks.
- 4. Street pavement.
- 5. Turf restoration.

II. EXISTING CONDITIONS

A. 2nd Avenue SW

1. Street

The neighborhood in this study area is generally fully developed, though there are two oversized and one vacant lot. This segment of 2nd Avenue SW includes residential properties and one institutional property. Yard areas in and adjacent to the right-of-way contains mature trees, concrete driveways, mailboxes, and landscaping. Concrete sidewalks near the right-of-way line are present along most of the street segments.

The street is approximately 30 feet wide in an 80-foot right of way, with two-way traffic and parking allowed on each side.

The streets at each end of this project have been reconstructed during recent projects. 10th Street SW was reconstructed to its terminating intersection with 2nd Avenue SW in 2022. 2nd Avenue SW also terminates at 10th Street SW. 7th Street SW was reconstructed through its intersection with 2nd Avenue SW in 2016. 9th Street SW was reconstructed to 2nd Avenue SW in 2020. These and other streets reconstructed in recent years consisted of Portland Cement concrete pavements with bituminous overlays. Work from the 10th Street project that overlapped with 2nd Avenue SW revealed 2nd Avenue SW also has this pavement section.

The 2nd Avenue SW pavement in the project area is generally in poor condition. The pavement age is unknown. The pavement exhibits several signs of distress, including alligator cracking and patched potholes and utility cuts.

2. Storm Sewer

12-inch storm sewer exists on 2nd Avenue SW from 8th Street SW to 7th Street SW. Drainage is overland from 10th Street SW to 8th Street SW. Street gutters intended for this purpose have little remaining capacity due to bituminous overlays. The reduced capacity can lead to flooding onto boulevards and further into the travel lanes during heavy runoff events.

The condition of the existing storm sewer is unknown; however, it is likely beyond its design life and will conflict with sewer and water service reconstruction in multiple locations. It is recommended this storm sewer be replaced rather than cut and patched in front of every home in the block it's located in. A stub for the replacement storm sewer was left in place with the 2016 7th Street SW project.

3. Sanitary Sewer

The branch of sanitary sewer serving these three blocks runs north from 10 Street SW to 7th Street SW and beyond. The age of this system is unknown but has become a maintenance issue for City Staff. The pipe material consists of Vitrified Clay Pipe (VCP) which is known to be a significant source of inflow and infiltration (I&I) due to outdated and deteriorated pipe joint seals. Examination of televising records indicates there are multiple abandoned service connections. These can also be a source of I & I.

Existing service pipe material is unknown but is likely a mix of VCP and more modern materials such as cast-iron pipe and/or PVC (plastic) pipe based on the apparent number of sewer service replacements over the years.

The block of 2nd Avenue SW between 8th Street and 7th Street has an existing sanitary sewer in the alley behind the parcels on the easterly side of the street. Some of the homes abutting that sewer may be connected to it.

3. Watermain

A 4-inch cast iron watermain exists behind the curb on the easterly side of the entire project and an 8-inch cast iron watermain is in place behind the westerly curb line from 9th Street SW to 7th Street SW. The 8-inch main was installed in 1957. The age of the 4-inch is unknown but based on the diameter is likely to be the original water distribution pipe from when this area developed. Some of the water services in this area have been found to contain lead when they were dug up for repairs.

The reason for the addition of the 8-inch main was for supply from the hospital water tower when it was constructed. This pipe is now approaching 75 years old and is beyond its expected service life. The 4-inch pipe is likely even older and is undersized for modern firefighting needs.

The 7th and 10th Street SW projects left 8-inch stubs to connect a replacement pipe to on each end for this project.

III. PROPOSED IMPROVEMENTS

A. 2nd Avenue SW

1. Street

The proposed street improvements include the complete removal of the existing street section and construction of a new street. The new construction includes concrete pavement with concrete curb and gutter throughout. The proposed street is planned to be 36 feet wide, which has been a standard with on past projects. This could be narrowed if desired to save cost.

The pavement section is anticipated to be a concrete section, but the City Council could consider a bituminous alternative during the design process. The proposed pavement section consists of 6-inches of concrete surfacing, 6-inches of aggregate base and 6-inches of select granular borrow. If a bituminous alternative were considered, it would be 4-inches of bituminous pavement, with 8-inches of aggregate base and 6-inches of select granular borrow.

In addition, 6-inch subsurface drains will be provided along each edge to remove subsurface moisture to help extend the life of the pavement surface. Connections for sump pumps from the adjacent properties to the subsurface drains will be provided.

The detached concrete walks will be replaced on both sides of the street and new pedestrian ramps conforming to the current Americans with Disabilities Act (ADA) requirements will be constructed at the intersections. Concrete driveway aprons will also be replaced between the back of curb and sidewalks.

2. Storm Sewer

The existing storm sewer will be replaced with new pipes and structures that meet current storm sewer standards for a ten-year design storm. Existing drainage patterns will be maintained.

3. Sanitary Sewer

The existing sanitary sewer will be replaced with new 8-inch pipes, structures, and services throughout the project area.

New services will consist of 6-inch diameter PVC replaced to the property line. As performed on previous projects, we will review the feasibility of replacing sewer services from the right of way to the house foundations to further reduce I & I. These replacements on private property will require homeowner cooperation and the associated costs would be the responsibility of the homeowner.

Services are shown for homes on the easterly side of 2nd Avenue SW between 8th Street and 7th Street despite possibly being served from the sewer in the alley behind these homes. That sewer is also VCP, so it is likely aged and will require rehabilitation or abandonment during the design life of the 2nd Avenue SW improvements. Placing these services will provide flexibility in determining the future of the alley sewer and/or the homes in this stretch as building sewers deteriorate or the homes are modified in the future.

4. Watermain

The existing watermains will be replaced with single new 8-inch diameter PVC pipe.

New hydrants with 6-inch hydrant leads and new isolation valves will also be installed throughout the project. Service lines to the residential parcels will be replaced with 1-inch diameter PE pipe to the property line.

A temporary at-grade water distribution system will be provided during construction to minimize out-of-service times for project residents. This system will be removed upon project completion.

IV. PROJECT COST ESTIMATE

The estimated project costs are summarized below. A detailed preliminary cost estimate is included in Appendix A.

TABLE 1 - PRELIMINARY COST ESTIMATE SUMMARY						
	Street	Storm	Sanitary	Watermain	Total	
2 nd Ave SW	\$1,249,339.39	\$116,869.41	\$366,561.60	\$460,620.80	\$2,193,391.20	

These construction costs are based on public construction cost information and are opinions for general information and project finance planning. Actual costs for project financing shall be based upon actual, competitive bid pricing with reasonable contingencies.

V. SPECIAL ASSESSMENTS

The City has an assessment policy, the policy gives flexibility in how the assessments are calculated. Based on the policy, improvements within City right-of-way are eligible for special assessment and shall follow the Minnesota State Statute Chapter 429 process.

A Preliminary Assessment Roll has been developed to quantify the project costs to be assessed to benefiting properties adjacent to the improvements. The special assessment rates for street and utility improvements have been calculated based on past City practice. Generally, reconstruction costs of street and utility infrastructure are assessed at 25-30 percent of the total construction cost.

The Preliminary Assessment Roll is included in the appendix.

Street improvements are assessed based on the lot frontage length abutting the improvement. The assessment rate is based on the averaged fixed cost per foot with streets assessed 30 percent.

For corner lot street improvements, 100 percent of the short side frontage is assessed, and 50 percent of the long side frontage is assessed.

The water and sanitary improvements only to be assessed when replacements are warranted and agreed upon by the property owner from the right of way to the building foundation.

Financing for the project is anticipated to come from MN Public Facilities Authority and General Obligation Bonds. The bonds and loans will be repaid with assessments, tax levy, and utility revenue.

VI. APPROVALS/PERMITS

Approvals and permits that are required from various agencies for the construction of this project will include the following:

- A. Minnesota Department of Health (MDH) Watermain Construction
- B. Minnesota Pollution Control Agency (MPCA) General Construction Stormwater permit

VII. SCHEDULE

Consider Feasibility Report and Call for Public Hearing October 6, 2025 **Conduct Improvement Hearing** November 3, 2025 Authorize Preparation of Plans and Specifications November 3, 2025 Approve Plans and Specifications/Authorize Advertisement for Bids February 2026 **Bid Opening** March 2026 Consider Bids and Award Construction Contract April 2026 **Construction Starts** May 2026 **Substantial Completion of Construction** November 2026 October 2027 **Assessment Hearing**

VIII. FEASIBILITY AND RECOMMENDATIONS

The improvements as recommended in this report will meet the City's needs and strengthen the integrity of the surface and underground infrastructure network. The project as proposed is feasible and cost effective from an engineering standpoint. The proposed improvements, as described in this report, can best be accomplished by requesting competitive bids for construction of the project.

It is recommended that the City Council accept this report and proceed with an improvement hearing to receive public input on the project in accordance with the requirements of Minnesota Statute 429. The City, its residents and financial consultant will have to determine the economic feasibility of the proposed project.

Please review this report and make certain it addresses your needs and expectations. If you have any questions or need additional information, please feel free to contact us. Thank you for the opportunity to assist you with this project.

Appendix A: Preliminary Cost Estimate

ENGINEER'S ESTIMATE

2026 Street & Utility Improvements City of Pipestone, Minnesota BMI Project No. 25X.139714.000



Date: 9/29/2025

								Date:	9/29/2025
Item No.	MnDOT	ltem	Gov		g BMI	Estimated	Unit	Unit Price	Total Amount
	Spec No.			Spe		Quantity			
BASE BID									
1		TRAFFIC CONTROL	01	55	26	1	LUMP SUM	\$5,000.00	\$5,000.00
2	2573.530	STORM DRAIN INLET PROTECTION	01	57	13	6	EACH	\$150.00	\$900.00
3	2573.530	CONSTRUCTION ENTRANCE	01	57 71	13	1	EACH	\$1,000.00	\$1,000.00
4 5	2021.501 2104.501	MOBILIZATION REMOVE CURB AND GUTTER	01 06	41	13 00	3,454	LUMP SUM LIN FT	\$350,000.00 \$4.25	\$350,000.00 \$14,680.00
6	2104.502	REMOVE SANITARY MANHOLE	06	41	00	3,434	EACH	\$550.00	\$1,650.00
7	2104.502		06	41	00	1	EACH	\$475.00	\$475.00
8	2104.502	REMOVE GATEVALVE	06	41	00	8	EACH	\$400.00	\$3,200.00
9	2104.502	REMOVE CATCH BASIN	06	41	00	3	EACH	\$575.00	\$1,725.00
10	2104.502	REMOVE STORM MANHOLE	06	41	00	1	EACH	\$550.00	\$550.00
11	2104.503	REMOVE 8-IN VCP SANITARY SEWER PIPE	06	41	00	1,280	LIN FT	\$4.25	\$5,440.00
12	2104.503	REMOVE 8-IN CIP WATERMAIN	06	41	00	895	LIN FT	\$4.25	\$3,804.00
13	2104.503	REMOVE 4-IN CIP WATERMAIN	06	41	00	1,305	LIN FT	\$4.25	\$5,546.00
14	2104.503	REMOVE 12-IN SEWER PIPE (STORM)	06	41	00	450	LIN FT	\$13.00	\$5,850.00
15	2104.505	REMOVE CONC PAVEMENT W/ BIT OVERLAY	06	41	00	4,379	SQ YD	\$10.00	\$43,791.00
16	2104.505	REMOVE CONCRETE WALK	06	41	00	1,454	SQ YD	\$9.00	\$13,087.00
17	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	06	41	00	1,045	SQ YD	\$15.00	\$15,670.00
18	2521.501	4-IN CONCRETE WALK	16	23	13	-	SQ FT	\$10.00	
19	2521.501	6-IN CONCRETE WALK	16	23	13	1,454	SQ FT	\$14.00	\$20,356.00
20	2531.618	TRUNCATED DOMES	16	23	13	16	SQ FT	\$70.00	\$1,120.00
21	2101.502	GRUBBING	31	11	00	3	TREE	\$125.00	\$375.00
22	2101.502	CLEARING	31	11	00	3	TREE	\$350.00	\$1,050.00
23	2106.507	EXCAVATION - SUBGRADE	31	20	00	240	CU YD	\$15.00	\$3,600.00
24	2106.507	COMMON EMBANKMENT	31	20	00	240	CU YD	\$25.00	\$6,000.00
25	2106.507	EXCAVATION - COMMON	31	20	00	1,752	CU YD	\$13.00	\$22,776.00
26	2106.507	GRANULAR EMBANKMENT	31	20	00	876	CU YD	\$18.50	\$16,206.00
27	2211.507	AGGREGATE BASE CLASS 5	32	11	23	876	CU YD	\$40.00	\$35,040.00
28	2301.504	6-IN CONCRETE PAVEMENT	32	13	00	5,255	SY	\$75.00	\$394,110.00
29	2531.501	CONCRETE CURB & GUTTER	32	16	14	3,454	LIN FT	\$25.00	\$86,350.00
30	2531.507	6-IN CONCRETE DRIVEWAY PAVEMENT	32	16	14	1,045	SQ YD	\$45.00	\$47,025.00
31	2106.507	COMMON TOPSOIL BORROW	32	91	19.13	260	CU YD	\$30.00	\$7,800.00
32	2575.501	SEEDING	32	92	00	1	LUMP SUM	\$14,000.00	\$14,000.00
33	2503.503	UTILITY SERVICE TRENCH AND BACKFILL	33	5	06	1,510	LIN FT	\$30.00	\$45,300.00
34	2104.501	TEMPORARY WATER SERVICE	33	14	00	1	LS	\$16,000.00	\$16,000.00
35	2503.502		33	14	00	3	EACH	\$4,000.00	\$12,000.00
36	2503.502	1-INCH CORPORATION STOP	33	14	00	36	EACH	\$600.00	\$21,600.00
37	2503.502	1-INCH CURB STOP AND BOX	33	14	00	36	EACH	\$650.00	\$23,400.00
38		CONNECT TO EXISTING WATER SERVICE	33	14	00	36	EACH	\$1,000.00	\$36,000.00
39	2503.503	INSTALL 8-INCH WATERMAIN	33	14	00	1,305	LIN FT	\$75.00	\$97,875.00
40	2503.503	INSTALL 6-INCH HYDRANT LEAD	33	14	00	60	LIN FT	\$70.00	\$4,200.00
41	2503.503	INSTALL 1-INCH WATER SERVICE PIPE	33	14	00	1,510	LIN FT	\$15.00	\$22,650.00
42		DUCTILE IRON FITTINGS	33	14	00	150	POUND	\$25.00	\$3,750.00
43	2503.502	INSTALL SANITARY SEWER SERVICE WYE	33	31	00	38	EACH	\$5.00	\$190.00
44		CONNECT TO EXISTING SANITARY SEWER SERVICE	33	31	00	38	EACH	\$500.00	\$19,000.00
45		8-INCH SANITARY PIPE SEWER	33	31	00	1,309	LF	\$85.00	\$111,265.00
46	2503.503	INSTALL 4-IN SANITARY SEWER SERVICE PIPE	33	31	00	1,120	LIN FT	\$35.00	\$39,200.00
47		INSTALL 6-IN SANITARY SEWER SERVICE PIPE	33	31	00	320	LIN FT	\$40.00	\$12,800.00
48		CONSTRUCT 4-FT DIA SANITARY MANHOLE AND CASTING	33	31	00	4	EACH	\$1,500.00	\$6,000.00
49		12" STORM SEWER	33	42	00	450	LIN FT	\$60.00	\$27,000.00
50		CONNECT TO EXISTING STORM PIPE	33	42	00	3	EACH	\$500.00	\$1,500.00
51	2506.502	CONSTRUCT DRAINAGE STRUCTURE TYPE CATCH BASIN AND CASTING	33	42	00	3	EACH	\$5,000.00	\$15,000.00

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ENGINEER'S ESTIMATE

2026 Street & Utility Improvements City of Pipestone, Minnesota BMI Project No. 25X.139714.000



Date: 9/29/2025

\$365,565.20

\$2,193,391.20

									-,,
Item No.	MnDOT Spec No.	ltem	Gov	erning Spec		Estimated Quantity	Unit	Unit Price	Total Amount
52	2506.502	CONSTRUCT DRAINAGE STRUCTURE TYPE 4-FT MANHOLE AND CASTING	33	42	00	3	EACH	\$6,000.00	\$18,000.00
53	2564.602	SALVAGE AND REINSTALL POST AND SIGN	34	41	05	3	EACH	\$250.00	\$750.00
							ESTIMATI	ED BASE BID TOTAL:	\$1,661,656.00
								=	, , , , , , , , , , , , , , , , , , ,
								SUBTOTAL:	\$1,661,656.00
								10% CONTINGENCY:	\$166,170.00
						TOTAL E	STIMATED CO	NSTRUCTION COST:	\$1,827,826.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:

TOTAL ESTIMATED PROJECT COST:

Appendix B: Figures

2ND AVENUE SW RECONSTRUCTION

CITY OF PIPESTONE, MINNESOTA

FIGURE 1: PROJECT LAYOUT





Appendix C: Preliminary Assessment Roll



2026 STREET & UTILITY IMPROVEMENTS - 2nd Avenue SW CITY OF PIPESTONE, MINNESOTA BMI PROJECT NO.: 25X139714000



Section 13, Item C.

					179	REET	Updated: 9/16/202
PARCEL I.D.	PROPERTY OWNER	PROPERTY ADDRESS	PROPERTY LOT DESCRIPTION	CORNER LOT	ASSESSABLE FRONTAGE	COST (PROP OWNER)	PRELIMINARY ASSESSMENT
- d A CIM	(Mart Cide) Couth to North	<u>'</u>	'			£450.40	
na Avenue SW ((West Side) South to North ALLEN J & LAVONNE K BLOM		HILLSIDE ADD ALL EX			\$150.40	
	202 10TH ST SW		W 25 FT LOT 6 BLK 11				
18.540.2030	PIPESTONE MN 56164	202 10TH ST SW 56164	1348	YES	0.00	\$0.00	\$0.00
	CHRISTOPHER T MILLER 203 10TH ST SW		HILLSIDE ADD LOT 8				
18.540.1400	PIPESTONE MN 56164	203 10TH ST SW 56164	BLK 8 1311	YES	50.00	\$7,520.10	\$7,520.10
	JESUS EFRAIN CAMARILLO GARCIA						
	920 2ND AVE SW PIPESTONE MN 56164						
	FIFES I ONE IVIN 30 104						
	ADDITIONAL OWNER						
	YAMILET AGUAYO VILLA 920 2ND AVE SW		HILLSIDE ADD S 20 FT LOT 6 & ALL LOT 7 BLK				
18.540.1380	PIPESTONE MN 56164	920 2ND AVE SW 56164	8 1310	NO	70.00	\$10,528.14	\$10,528.14
	JAMES N VAUGHN		HILLSIDE ADD LOTS 4 &				
18.540.1360	916 2ND AVE SW PIPESTONE MN 56164	916 2ND AVE SW 56164	5 & N 30 FT LOT 6 BLK 8 1309	NO	130.00	\$19,552.26	\$19,552.26
10.340.1300	JOSE M HERNANDEZ	910 214D AVE 3W 30104	1309	NO	130.00	ψ19,332.20	\$19,552.20
	904 2ND AVE SW		HILLSIDE ADD LOT 3				
18.540.1340	PIPESTONE MN 56164 RYAN DREW	904 2ND AVE SW 56164	BLK 8 1307	NO	50.00	\$7,520.10	\$7,520.10
	902 2ND AVE SW		HILLSIDE ADD LOT 2				
18.540.1330	PIPESTONE MN 56164	902 2ND AVE SW 56164	BLK 8 1306	NO	50.00	\$7,520.10	\$7,520.10
	MATTHEW S LANGAN 900 2ND AVE SW		HILLSIDE ADD E 100 FT				
18.540.1310	PIPESTONE MN 56164	900 2ND AVE SW 56164	LOT 1 BLK 8 1304	YES	50.00	\$7,520.10	\$7,520.10
	KELLIE KOUNKEL		HILLSIDE ADD E 88 FT				
18.540.0900	830 2ND AVE SW PIPESTONE MN 56164	830 2ND AVE SW 56164	OF S 30 FT LOT 7 & E 88 FT LOT 8 BLK 5 1274	YES	80.00	\$12,032.16	\$12,032.16
16.540.0900	HANSSEL LADISLAO MONTANEZGOMEZ	830 ZND AVE SW 30104	HILLSIDE ADD EX N 2	TES	80.00	\$12,032.10	\$12,032.10
	824 2ND AVE SW		FT LOT 6 & N 20 FT LOT				
18.540.0880	PIPESTONE MN 56164 HOWLIN HILLS HOMES LLC	824 2ND AVE SW 56164	7 BLK 5 1273 HILLSIDE ADD N 2 FT	NO	98.00	\$14,739.40	\$14,739.40
	474 201ST ST		OF LOT 6 & ALL OF LOT				
18.540.0860	PIPESTONE MN 56164	820 2ND AVE SW 56164	5 BLK 5 1272	NO	52.00	\$7,820.90	\$7,820.90
	LELAND R & KARON E BLOM						
	818 2ND AVE SW PIPESTONE MN 56164						
	ADDITIONAL OWNERS						
18.540.0850	KEVIN L BLOM KEITH L BLOM	818 2ND AVE SW 56164	HILLSIDE ADD LOT 4 BLK 5 1271	NO	50.00	\$7,520.10	\$7,520.10
10.010.0000	LELAND R & KARON E BLOM	010 2110 7112 011 00101		110		41,020110	4.1020110
	818 2ND AVE SW						
	PIPESTONE MN 56164						
	ADDITIONAL OWNERS						
10 5 10 00 10	KEVIN L BLOM	000 0115 11/5 014/50404	HILLSIDE ADD LOT 3	110	50.00	67.500.40	A7 500 40
18.540.0840	KEITH L BLOM HERMAN S SCHRODER	808 2ND AVE SW 56164	BLK 5 1270	NO	50.00	\$7,520.10	\$7,520.10
	507 2ND AVE SE		HILLSIDE ADD LOT 2				
10 540 0000	PO BOX 163	000 0ND 41/5 014/53 131	BLK 5 EX THE NORTH 5	NO	45.00	¢6 700 00	¢6.700.00
18.540.0830	PIPESTONE MN 56164 SAMUEL S & JAMIE E BARRIENTOS	806 2ND AVE SW 56164	FT 1269 HILLSIDE ADD LOT 1 &	NO	45.00	\$6,768.09	\$6,768.09
	804 2ND AVE SW		N 5 FT LOT 2 BLK 5				
18.540.0810	PIPESTONE MN 56164	804 2ND AVE SW 56164	1268	YES	55.00	\$8,272.11	\$8,272.11
	MARIA S GUARDADO 902 9TH AVE SW		HILLSIDE ADD LOT 8				
18.540.0310	PIPESTONE MN 56164	728 2ND AVE SW 56164	BLK 2 1234	YES	50.00	\$7,520.10	\$7,520.10
	HERIBERTO JIMENEZ SANCHEZ		LIILL CIDE ADD LOT 7				
18.540.0300	726 2ND AVE SW PIPESTONE MN 56164	726 2ND AVE SW 56164	HILLSIDE ADD LOT 7 BLK 2 1233	NO	50.00	\$7,520.10	\$7,520.10
	DEBORAH GRACE ANN PULSCHER	7.20 2.15 AVE OW 50104	HILLSIDE ADD S 10 FT		55.00	Ç.,520.10	ψ.,020.10
10.540.0555	1100 CIRCLE DR	704 01/5 11/5 01/5	OF LOT 5 & ALL OF LOT	v.a	66.00	60,004.40	#0.004.40
18.540.0280	FLANDREAU SD 57028 JAY J & BARBARA E JOHANNSEN	724 2ND AVE SW 56164	6 BLK 2 1231 HILLSIDE ADD LOT 4 &	NO	60.00	\$9,024.12	\$9,024.12
	716 2ND AVE SW		N 40 FT LOT 5 BLK 2				
8.540.0250	PIPESTONE MN 56164	716 2ND AVE SW 56164		NO	90.00	\$13,536.18	\$13,536.18
	MARK A THODE 710 2ND AVE SW		HILLSIDE ADD LOT 3				
8.540.0240	PIPESTONE MN 56164	710 2ND AVE SW 56164	BLK 2 1229	NO	50.00	\$7,520.10	\$7,520.10
	STAHL PROPERTY MANAGEMENT LLC						
8.540.0210	573 STATE HWY 30 PIPESTONE MN 56164	708 2ND AVE SW 56164	HILLSIDE ADD E 102 FT LOT 2 BLK 2 1227	NO	50.00	\$7 FOO 10	\$7 500 40
0.340.0210	BILLY B & DIANE M LESLIE	100 ZIND AVE SW 36164	LOT Z DEN Z 1ZZI	INU	50.00	\$7,520.10	\$7,520.10
	702 2ND AVE SW		HILLSIDE ADD E 102 FT				
8.540.0190	PIPESTONE MN 56164	702 2ND AVE SW 56164	LOT 1 BLK 2 1226	YES	50.00	\$7,520.10	\$7,520.10
	SCOTT WAYNE LOPAU 622 2ND AVE SW		LAWRENCE ADD EX N				
8.620.0420	PIPESTONE MN 56164	622 2ND AVE SW 56164	10 FT LOT 10 BLK 2 907	YES	0.00	\$0.00	\$0.00

Section 13, Item C.

PIPESTONE Minnesota

BOLTON & MENK

PRELIMINARY ASSESSMENT ROLL

2026 STREET & UTILITY IMPROVEMENTS - 2nd Avenue SW CITY OF PIPESTONE, MINNESOTA BMI PROJECT NO.: 25X139714000

							Updated: 9/16/2025
PARCEL I.D.	PROPERTY OWNER	PROPERTY ADDRESS	PROPERTY LOT DESCRIPTION	CORNER LOT	ASSESSABLE FRONTAGE	COST (PROP OWNER)	TOTAL PRELIMINARY ASSESSMENT
2nd Avanua SW	East Side) South to North						•
18.540.1220	MARK T LONG 1111 4TH AVE SW PIPESTONE MN 56164	933 2ND AVE SW 56164	HILLSIDE ADD S 90 FT LOT 12 & RY RT OF WAY ADJ BLK 7 (DESC ON ASSMT CARD) 1299	NO	90.00	\$13,536.18	\$13,536.18
18.540.1250	JEREMY P WHIPPLE REV TRUST 1304 STATE HWY 30 PIPESTONE MN 56164 JENNIFER VILLA CAMPOS & CESAR EDUARDO VILLA	931 2ND AVE SW 56164	HILLSIDE ADD S1/2 OF N 104.15 FT LOT 12 BLK 7 1300 HILLSIDE ADD N1/2 OF	NO	53.00	\$7,971.31	\$7,971.31
18.540.1240	929 2ND AVE SW PIPESTONE MN 56164	929 2ND AVE SW 56164	N 104.15 FT LOT 12 BLK 7 1299A	NO	53.00	\$7,971.31	\$7,971.31
18.540.1260	MIDWEST CAPITAL LLC PO BOX 473 PIPESTONE MN 56164	927 2ND AVE SW 56164	HILLSIDE ADD LOT 13 BLK 7 1301	NO	50.00	\$7,520.10	\$7,520.10
18.540.1270	WHITNEY N SAMS 925 2ND AVE SW PIPESTONE MN 56164	925 2ND AVE SW 56164	HILLSIDE ADD LOT 14 BLK 7 1302	NO	50.00	\$7,520.10	\$7,520.10
18.540.1280	JOSHUA J BECKER 915 2ND AVE SW PIPESTONE MN 56164	915 2ND AVE SW 56164	HILLSIDE ADD LOT 15 & S 23 FT LOT 16 BLK 7 1302A	NO	73.00	\$10,979.35	\$10,979.35
18.540.1290	JOSHUA J BECKER 915 2ND AVE SW PIPESTONE MN 56164	905 2ND AVE SW 56164	HILLSIDE ADD N 27 FT LOT 16 & S1/2 VAC ST ADJ LOT 16 BLK 7 1303	NO	60.00	\$9.024.12	\$9,024.12
	LOURDES E GUERRERO 835 2ND AVE SW		HILLSIDE ADD LOT 6 & ADJ VAC ST, LOT 9 & N1/2 ADJ VAC ST & LOT 10 BLK 6 LESS THE N 12				
18.540.1130	PIPESTONE MN 56164 EUGENE D & ARLENE A BLOEMENDAAL RLT 825 2ND AVE SW	835 2ND AVE SW 56164	HILLSIDE ADD N 12 FT LOT 10 AND ALL OF	NO	108.00	\$16,243.42	\$16,243.42
18.540.1160 18.540.1170	PIPESTONE MN 56164 MARIAN CARSTENS (7) LARRY CARSTENS 111 PALO DURO DR CEDAR CREEK TX 78612 ADDITIONAL OWNERS THOMAS ALLEN CARSTENS 821 2ND AVE SW PIPESTONE MN 56164 DANIEL LEE CARSTENS 821 2ND AVE SW PIPESTONE MN 56164 JON ALLEN CARSTENS 821 2ND AVE SW PIPESTONE MN 56164 JON ALLEN CARSTENS 821 2ND AVE SW PIPESTONE MN 56164	825 2ND AVE SW 56164	HILLSIDE ADD LOT 12 BLK 6 1294	NO NO	75.00	\$11,280.15 \$17,520.10	\$11,280.15 \$1,280.15
18.540.1180	RUSSELL BAUER 949 130TH AVE PIPESTONE MN 56164 ADDITIONAL OWNERS JANET BUSH 949 130TH AVE PIPESTONE MN 56164		HILLSIDE ADD LOT 13 BLK 6 1295	NO	50.00	\$7,520.10	\$7,520.10 \$7,520.10
10.040.1100	LISA K PALS 813 2ND AVE SW		HILLSIDE ADD LOT 14	NO	00.00	ψ1,020.10	ψ1,020.10
18.540.1190	PIPESTONE MN 56164 MICHAEL J ROGGE 807 2ND AVE SW	813 2ND AVE SW 56164	HILLSIDE ADD LOT 15	NO	50.00	\$7,520.10	\$7,520.10
18.540.1200 18.540.1210	PIPESTONE MN 56164 MICHAEL JAMES CHATTERTON & KAREN RENEE CHATTERTON 803 2ND AVE SW PIPESTONE MN 56164	807 2ND AVE SW 56164 803 2ND AVE SW 56164	HILLSIDE ADD LOT 16	NO YES	50.00	\$7,520.10 \$7,520.10	\$7,520.10 \$7,520.10
18.540.0110	EUGENE A J & DEVONNA M PRETEAU 729 2ND AVE SW PIPESTONE MN 56164		HILLSIDE ADD LOT 9 BLK 1 1221	YES	50.00	\$7,520.10	\$7,520.10
18.540.0120	BRUCE A & DONNA L WOLLAN 725 2ND AVE SW PIPESTONE MN 56164		HILLSIDE ADD LOT 10	NO	50.00	\$7,520.10	\$7,520.10
18.540.0130	TANIA RAMIREZ 721 2ND AVE SW PIPESTONE MN 56164	721 2ND AVE SW 56164	HILLSIDE ADD LOT 11 BLK 1 1223	NO	50.00	\$7,520.10	\$7,520.10
18.540.0140	SCOTT D & SHARI L ENGER 717 2ND AVE SW PIPESTONE MN 56164	717 2ND AVE SW 56164	HILLSIDE ADD LOT 12 BLK 1 1224	NO	50.00	\$7,520.10	\$7,520.10

BOLTON & MENK

PRELIMINARY ASSESSMENT ROLL

2026 STREET & UTILITY IMPROVEMENTS - 2nd Avenue SW CITY OF PIPESTONE, MINNESOTA BMI PROJECT NO.: 25X139714000



Updated: 9/16/2025

Section 13, Item C.

							opadica. or rorzozo
					STR	REET	TOTAL
			PROPERTY LOT		ASSESSABLE	COST	PRELIMINARY
PARCEL I.D.	PROPERTY OWNER	PROPERTY ADDRESS	DESCRIPTION	CORNER LOT	FRONTAGE	(PROP OWNER)	ASSESSMENT
	NATHAN J FRANSMAN						
	715 2ND AVE SW		HILLSIDE ADD LOT 13				
18.540.0150	PIPESTONE MN 56164	715 2ND AVE SW 56164	BLK 1 1225	NO	50.00	\$7,520.10	\$7,520.10
	CORP OF PRES BISHOP OF CHURCH						
	OF JESUS CHRIST OF LAT DAY STS						
	50 NORTH TEMPLE ST E						
	SALT LAKE CITY UT 84150						
	ALTERNATE TAXPAYER						
	LDS CHURCH TAX DIVISION						
	TAX DIVISION 22ND FL		HILLSIDE ADD LOT 14				
40 540 0400	50 E NORTH TEMPLE ST	700 01/0 11/5 014/ 50404			50.00	07.500.40	07 500 40
18.540.0160	SALT LAKE CITY UT 84150-3620	709 2ND AVE SW 56164	BLK 1 1225A	NO	50.00	\$7,520.10	\$7,520.10
	CORP OF PRES BISHOP OF CHURCH						
	OF JESUS CHRIST OF LAT DAY STS						
	50 NORTH TEMPLE ST E						
	SALT LAKE CITY UT 84150						
	ALTERNATE TAXPAYER						
	LDS CHURCH TAX ADMIN						
	% 545-9915						
	50 E N TEMPLE ST RM 2225		HILLSIDE ADD LOTS 15				
18.540.0170	SALT LAKE CITY UT 84150-0022	701 2ND AVE SW 56164	& 16 BLK 1 TAX EXEMPT	YES	100.00	\$15,040.20	\$15,040.20
,	SAW K NER & NAW K PAW		SEAMANS ADD W 90 FT				
	621 2ND AVE SW		LOTS 32, 33 & 34 BLK 1				
18.730.0400	PIPESTONE MN 56164	621 2ND AVE SW 56164	803	YES	0.00	\$0.00	\$0.00

Section 13, Item D.



Pipestone County Highway Department

Nicholas G. Bergman, P.E. Highway Engineer 600 4th St. NW PO Box 276 Pipestone, MN 56164 Phone: 507-825-1245 Fax: 507-825-6712 Email: nick.bergman@pcmn.us

September 19, 2025

To: Municipalities in Pipestone County

RE: Sealcoat plans for 2026

Dear City Clerk:

Enclosed, are Sealcoat Plans for a project that will be occurring in your municipality in 2026. In order to receive State Aid Funding for this project, we must have your municipality's approval of the plans. Please review the plans and upon your council's approval, complete and return the enclosed resolution. Let me know if you have any planned community events which you would like us to bring to the Contractors attention. The Contractor will be required to coordinate construction operations around all community events.

If you have any questions or concerns, please feel free to give us a call.

Sincerely,

Jerid Johnson Assistant Engineer

Enclosures



CSAH 2

FROM SD STATE LINE TO TH 23 VARIOUS WIDTH - LENGTH: 21,794 FEET, 4.128 MILES

CSAH 3

FROM CSAH 18 TO EAST COUNTY LINE 24 FEET WIDE - LENGTH: 10,520 FEET, 1.992 MILES

CSAH 7

FROM CSAH 15 NORTH TO US 75

24' WIDE - LENGTH: 15,855 FEET, 3.003 MILES

CSAH 8

FROM CSAH 16 TO CSAH 18

24 FEET WIDE - LENGTH: 21,000 FEET, 3.977 MILES

CSAH 10

FROM TH 23 TO EAST COUNTY LINE 24 FEET WIDE - LENGTH: 10,581 FEET, 2.004 MILES

CSAH 15

FROM CSAH 1 TO CSAH 2

24' WIDE - LENGTH: 21,096 FEET, 3.995 MILES

CSAH 20

FROM CH 54 TO CSAH 2

VARIOUS WIDTH - LENGTH: 5,648 FEET, 1.070 MILES

CSAH 30

FROM HIAWATHA AVE TO US 75

28' FEET WIDE - LENGTH: 2,702 FEET, 0.512 MILES

CSAH 58

FROM CSAH 1 TO US 75

23' WIDE - LENGTH: 5,808 FEET, 1.100 MILES

NON-PARTICIPATING (N-P)

FROM 4100' NORTH OF CSAH 15 TO CSAH 30 VARIOUS WIDTH - LENGTH: 4,545 FEET, 0.861 MILES

ALSO FROM CSAH 18 TO 2,620 FEET EAST OF CSAH 18 22' WIDE - LENGTH: 2,620 FEET 0.496 MILES

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION'

MINNESOTA DEPARTMENT OF T

Section 13, Item D.

CONSTRUCTION PLAN FOR: SEAL COAT

LOCATION: SEE MAP ON SHEET NO. 2 FOR INDIVIDUAL SEGMENT LOCATIONS

PROJECT NO. S.A.P. 059-030-016

TOTAL LENGTH OF ALL SEGMENTS

122169,00 FEET 23,138 MILES GROSS LENGTH BRIDGES LENGTH ____ FEET ____ MILES EXCEPTIONS LENGTH ____ FEET ____ MILES NET LENGTH 122169.00 FEET 23.138 MILES

MUNICIPAL STATIONING

CSAH 2 - STA, 208+99 TO STA, 225+32 CSAH 8 - STA, 0+00 TO STA, 13+20 CSAH 20 - STA. 205+58 TO STA. 212+25 CSAH 30 - STA, 103+20 TO STA, 119+81

THIS PLAN CONTAINS 5 SHEETS

INDEX OF SHEETS

SHEET NO. TITLE SHEET 1 SHEET NO. 2 LOCATION MAP ESTIMATED QUANTITIES SHEET NO. 3 4 & 5 TYPICAL SECTIONS SHEET NO.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND DRDINANCES WILL BE COMPLIED WITH, IN THE CONSTRUCTION OF THIS PROJECT.

SIGNATURE+ PRINTED NAME: NICHOLAS G. BERGMAN

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

Zeni _LICENSE NUMBER:__

APPROVED PIPESTONE COUNTY ENGINEER

DISTRICT STATE AID ENG. REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY

STATE AID ENGINEER APPROVED FOR STATE AID FUNDING

COUNTY PROJ. NO. MINN, PROJ. NO. _ S.A.P. 059-030-016 STATE PROJ. NO.

DATE

56

	*ESTIMATED QUANTITIES Section 13. I							
SPEC, NUMBER	ITEM	UNIT	REGULAR PARTIC.	MUNIC, PARTIC,	NDN PARTIC.	TOTAL QUANTITY		
2356.504	BITUMINOUS SEAL COAT	SQ YD	292982	14679	19088	326749		
2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GALLON	89122	4454	5805	99381		
2582,503	4' SOLID LINE PAINT	LIN FT	41727	3266	1498	46491		
2582,503	6' SOLID LINE PAINT	LIN FT	216553	9885	5520	231958		
2582,503	24" SOLID LINE PAINT	LIN FT	121	88	11	220		
2582.503	4' BROKEN LINE PAINT	LIN FT	20694	1221	347	22262		
2582,503	4' DOUBLE SOLID LINE PAINT	LIN FT	4841	148	2857	7846		
2582,518	PAVEMENT MESSAGE PAINT	SQ FT	550	174	0	724		

*SEE SHEET NO. 2 FOR BREAKDOWN OF INDIVIDUAL PROJECT QUANTITIES

BASIS FOR PLANNED QUANTITIES

PRE-TREAT CRS-2P MAIN LINE CRS-2P 0.10 GALS./SQ.YD. 0.30 GALS./SQ.YD.

ITEM 2582.503 4" SOLID LINE PAINT SHALL BE YELLOW

ITEM 2582,503 6' SOLID LINE PAINT SHALL BE WHITE

ITEM 2582.503 24' SOLID LINE PAINT SHALL BE WHITE

ITEM 2582,503 4" BROKEN LINE PAINT PAYMENT WILL BE FOR ACTUAL LINE LENGTH NOT INCLUDING SPACING

ITEM 2582,518 INCLUDES 12 STOP AHEAD MESSAGES AT 50 SQ, FT, EACH AND 2 RR XINGS AT 62 SQ, FT, EACH

NOTE: EXISTING INTERSECTION RADII, FARM & FIELD ENTRANCES, BRIDGES AND BRIDGE APPROACHES WILL NOT BE SEAL COATED.

CONSTRUCTION NOTES

PIPESTONE COUNTY WILL PLACE AND MAINTAIN ADVANCE WARNING SIGNS AND STANDARD BARRICADES WITH FLASHERS AT THE BEGINNING AND END OF EACH CONSTRUCTION SITE. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE AND PLACE ALL OTHER SIGNS AND WARNING DEVICES DURING VARIOUS PHASES OF CONSTRUCTION IN ACCORDANCE WITH THE MMUTCD MANUAL (SEE SPECIAL PROVISIONS 1404).

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST MMUTCD, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUT.

THE FO	STANDARD PLATES LLOWING STANDARD PLATES AS APPROVED BY THE F.H.W.A. SHALL APPLY ON THIS PROJECT
PLATE NO.	DESCRIPTION
8000K	TEMPORARY CHANNELIZERS

I HEREBY CERTIFY THAT THIS PLAN, SPE	CCIFICATION, OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION	IN AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAV	VS OF THE STATE OF MINNESOTA.
Collin _	
SIGNATURE:	PRINTED NAME: NICHOLAS G. BERGMAN
DATE: 9/19/2025	LICENSE NUMBER: 50636

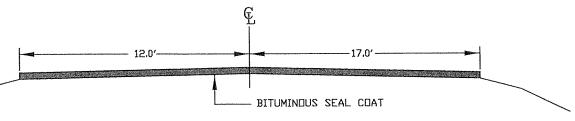
SHEET NO. 3 OF 5

D.

TYPICAL SECTIONS

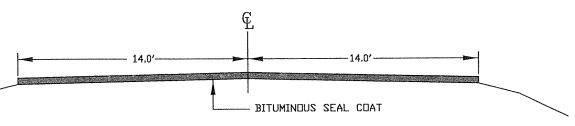
Section 13, Item D.

(NOT TO SCALE)



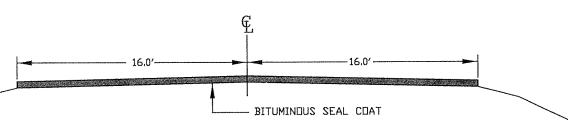
THE ABOVE SECTION IS TYPICAL OF:

CH 67 - 76+30 TO STA, 86+45



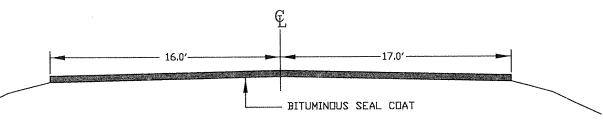
THE ABOVE SECTION IS TYPICAL OF:

CSAH 30 - 103+20 TO STA, 130+22



THE ABOVE SECTION IS TYPICAL OF:

CSAH 20 - 155+77 TO STA, 205+58



THE ABOVE SECTION IS TYPICAL OF:

CSAH 20 - 205+58 TD STA, 212+25 (EXCEPT BRIDGE STA, 207+30 TD 208+70)

NOTE: ALL DIMENSIONS AND SLOPES ON TYPICAL SECTIONS ARE APPROXIMATE. FIELD CONDITIONS MAY REQUIRE SOME VARIATION FROM THAT SHOWN.

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

DATE: PRINTED NAME: NICHOLAS G. BERGMAN

LICENSE NUMBER: 50636

58

RESOLUTION 2025-63

RESOLUTION APPROVING COUNTY PROJECT WITHIN MUNICIPAL CORPORATE LIMITS.

WHEREAS, Plans for Project No. <u>SAP 059-030-016</u> showing proposed alignment, profile grades and cross-sections for the construction, reconstruction or improvement of County State-Aid Highway No. <u>30</u> within the limits of the City as a State Aid Project have been prepared and presented to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PIPESTONE, MINNESOTA: That said plans be in all things approved.

Passed and adopted by the City Council of the City of Pipestone this 6^{th} day of October 2025.

	Dan Delaney Mayor	
ATTEST:		
	_	
Stephanie LaBrune Assistant City Administrator / Clerk		

LAW ENFORCEMENT SERVICES AGREEMENT

This is an Agreement ("Agreement") between Pipestone County ("County") and the City of Pipestone ("City"). The County and the City may hereinafter be referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County of the following described law enforcement functions for and within the boundaries of the City through the Pipestone County Sheriff;

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself;

WHEREAS, Minnesota Statutes, section 436.05 authorizes a city and county to contract for law enforcement services through the use of equipment and personnel under the control of the contracting governmental unit.

WHEREAS, the City has determined it is in its best interests to contract with the County for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and

WHEREAS, the County and the City are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

AGREEMENT

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

I. <u>Recitals and Exhibits</u>. The foregoing recitals and all exhibits attached to this Agreement are hereby incorporated and made a part of this Agreement as if fully set forth herein.

II. Term and Termination.

- A. The Agreement shall become effective and commence on January 1, 2026 and shall terminate on December 31, 2030 ("Term"). This Agreement shall not automatically renew and includes no options for renewal.
- B. Either party may terminate this Agreement, with or without cause, by notifying the County or City in writing of their intent to terminate the Agreement by giving notice. Any such notification of intent to terminate shall be provided within twelve

- (12) months of the termination.
- C. Notice to the County shall be given to the County Board and the County Sheriff in person or by certified mail, and notice to the City shall be given to the City Clerk or City Administrator in person or by certified mail.
- D. Notwithstanding any other provision this Agreement may be terminated:
 - 1. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - 2. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

III. Scope of Services.

- A. The County agrees, through the Pipestone County Sheriff's Office, to provide law enforcement services to the City which will include, but not be limited to, the following:
 - 1. Patrol services with patrolling of residential areas, businesses, parks, and other public property areas;
 - 2. Enforcement of Minnesota Statutes, County ordinances and those City ordinances that are related to criminal, traffic and public safety issues are consistent with state law;
 - 3. Traffic enforcement;
 - 4. Criminal investigative services;
 - 5. Follow-up on reported crimes with person who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
 - 6. Responses to medical, fire and other emergencies as appropriate;
 - 7. Dispatching and other necessary communication services;
 - 8. Special event traffic patrol and patrol services for community festivals or other special events; and
 - 9. Quarterly attendance of the Sheriff or Sheriff's designee at City Council meetings, if requested.
- B. Except as otherwise hereinafter specifically set forth, such services shall encompass

- duties and functions of the type coming within the jurisdiction of the Sheriff of Pipestone County under state statutes.
- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision or services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. The patrol hours shall be scheduled under the direction of the Sheriff of Pipestone County. The Sheriff shall consider requests or recommendations of the City in scheduling these patrol hours.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City. The County's contractual obligations under this Agreement shall also recognize the underlying historical obligations that Pipestone County has to provide police protection in the City.
- E. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the parties hereto, subject however, to the provisions of this Agreement.
- F. In the event the City, through its elected body or an authorized agent, notifies the Sheriff's Office that the City is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Pipestone County in a timely and efficient manner.
- G. All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.
- H. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from City, agents and employees. The City shall designate a liaison.
- I. The County shall furnish and supply all necessary labor, supervision equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, expect as specifically set forth in this Agreement.

IV. Mutual Indemnification.

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Liability of the County or City shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. It is further understood that Minnesota Statutes, section 471.59, subd. 1a, applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity", and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines reasonability for the acts or omissions of the other party.
- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonable giving rise to actual or potential liability, claims, cause of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonable likely to involve the other party, and arising out of acts or omissions related to this Agreement.
- D. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, section 466.04.
- V. <u>Insurance</u>. Pipestone County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by the County. The County shall name the City as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.
- VI. Costs and Payment. The City agrees to pay the County in the amounts set forth in Exhibit A attached hereto. Payment shall be made no later than January 15th of the contract year.
- VII. <u>Law Enforcement Liaison Committee</u>. A Law Enforcement Liaison Committee ("Committee") shall be established consisting of three (3) members appointed by the City and three (3) members appointed by the County. The Committee shall be informed by the Sheriff's Office of activities in the City, discuss services rendered by the Sheriff's Office and provide input to the Sheriff's Office with regard to City resident concerns and how the Sheriff's Office can help the City. Meetings shall be held, at a minimum, semi-annually.

VII. General Provisions.

- A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City and attached to the original of this Agreement.
- B. This Agreement shall be interpreted under the laws of the State of Minnesota.
- C. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- D. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- E. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
- F. The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.

]	IN WITNESS THEREOF, the City of	Pipestone has cause	d this Agreement	t to be executed
by its M	ayor and by the authority of the City	Council on this	day of	, 2025.
Signed:		Date:		
	Dan Delaney, Mayor			
Signed:		Date:		
	Stephanie LaBrune, Assistant City	Administrator / City	Clerk	

IN WITNESS THEREOF, Pipestone County its Chair and attested by its Administrator, pursuant t of Commissioners, on this day of	
Signed: Chris Hollingsworth, Chair	Date: 9/21/25
Signed: Meen Keith Vreeman, County Sheriff	Date:9-24-25
Attest Signed: Steve Ewing, County Administrator	Date: 9-23-25

EXHIBIT AAnnual City Payment Calculation and Amount

Term of Contract: 5 years (2026-2030)

Annual Contract Amount Calculation: Population at 2020 Census X Proposed Cost per Capita

Contract Year	Annual Increase (2%)	Proposed Cost per Capita	Pipestone Population (2020 Census)	Annual City Contract Amount
2026		\$240.00	4215	\$1,011,600.00
2027	\$4.80	\$244.80	4215	\$1,031,832.00
2028	\$4.80	\$249.60	4215	\$1,052,064.00
2029	\$4.80	\$254.40	4215	\$1,072,296.00
2030	\$4.80	\$259.20	4215	\$1,092,528.00



PO BOX 725 PIPESTONE MN 56164 507.825.5462

Dust Mitigation Plan in relation to new corn receiving pit

- Work being done at the Hord Feed & Grain Mill will not increase traffic at that facility. The work is allowing for better flow of traffic coming through the mill on a daily basis.
- HFG has implemented the use of a contracting service to apply a dust control product to the driveways of the facility and will continue this process on a schedule going forward.
- The new corn receiving pit will have a concrete exit to the street eliminating dust from a stone driveway in that area.
- The new pit will be equipped with dust control measures. Along with those measures, HFG will have the ability to close the exit door of the pit while unloading if necessary.
- Hord Feed & Grain Dust control Upgrades
- Installed baffles below pit grates to increase dust control while dumping corn. (Completed January 2025)
- Installed a vacuum system which pulls the dust from the corn dump pit into the vacuum. This in conjunction with the baffles has greatly reduced any dust emissions at the new corn dump. (Completed August 2025)

<u>Primary Contact</u> <u>Secondary Contact</u>

Greg Staatz Cal Hulstein

Feed Mill Manager Project Manager

greg.staatz@hordfarms.com cal.hulstein@hordfarms.com

507-215-0294 507-215-1250



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300 800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

*Sent via email on July 31, 2025

July 31, 2025

Greg Staatz, Manager Hord Feed & Grain 401 4th St SE Pipestone, MN 56164

RE: MPCA Air Compliance Evaluation

Hord Feed & Grain, Pipestone, Pipestone County

Dear Greg Staatz:

On July 21, 2025, the Minnesota Pollution Control Agency (MPCA) completed an on-site inspection of Hord Feed & Grain, located in Pipestone, Pipestone County, as a result of a complaint received. During the inspection, no noncompliance was observed by MPCA staff.

Please provide the following information:

Submit the planned date of installation of the cyclone within 10 days of receipt of this letter

Please be aware, this email does not preclude the MPCA from taking further action based on noncompliance identified as a result of the compliance evaluation.

If you have any questions about the Compliance Evaluation Report or additional information that addresses any noncompliant requirement, please contact Lynn Sunderman at 507-344-5262, lynn.sunderman@state.mn.us, or at the address listed above.

Thank you for your attention to this matter.

Sincerely,

This document has been electronically signed.

Lynn Sunderman

Lynn Sunderman Environmental Specialist Industrial Division

LS

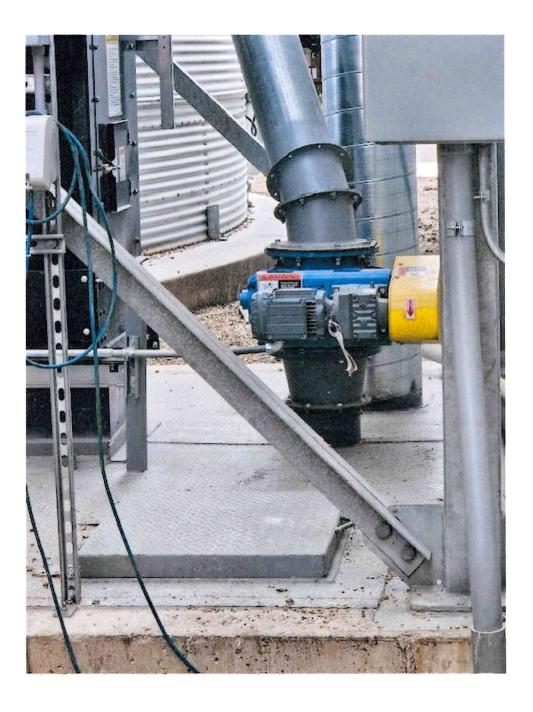
cc: Rachel Studanski
Cal Hulstein, Project Manager, Hord Farms
Activity ID INS20250001 @ 234864

Stephanie LaBrune

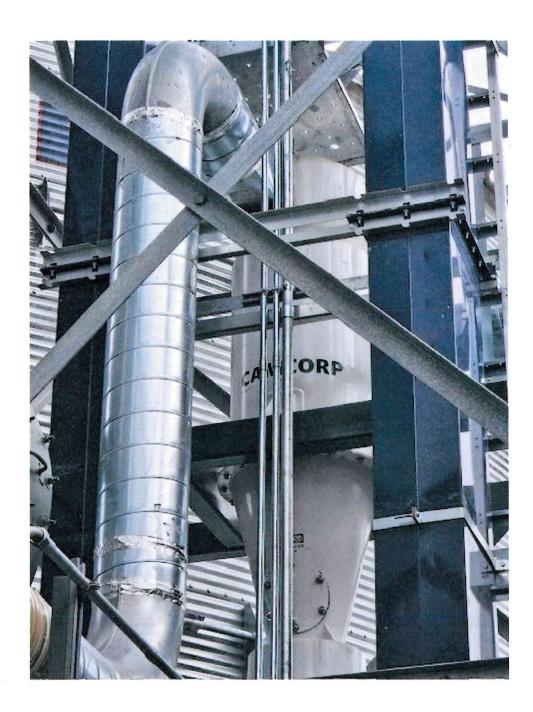
From: Justin Schroyer <justinschroyer44@gmail.com>

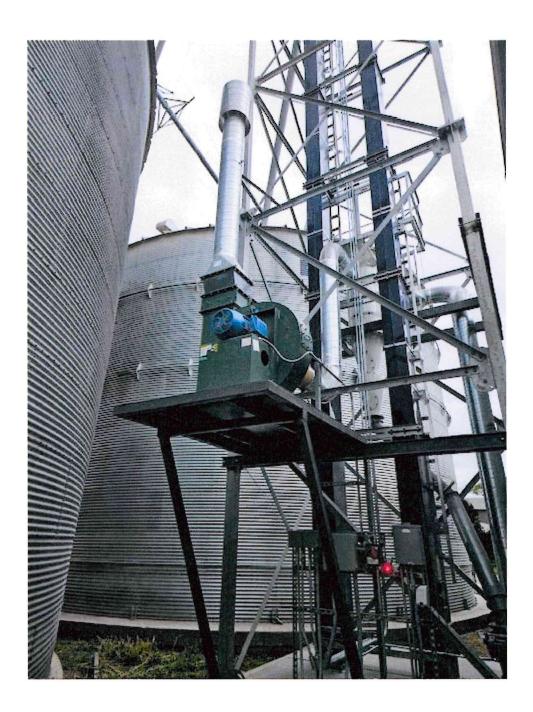
Sent: Wednesday, September 24, 2025 9:08 AM

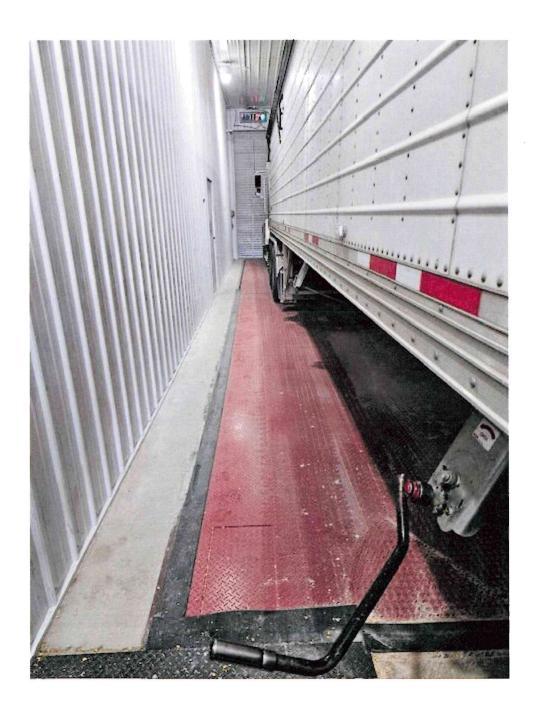
To:Stephanie LaBruneSubject:Photos of hord grain

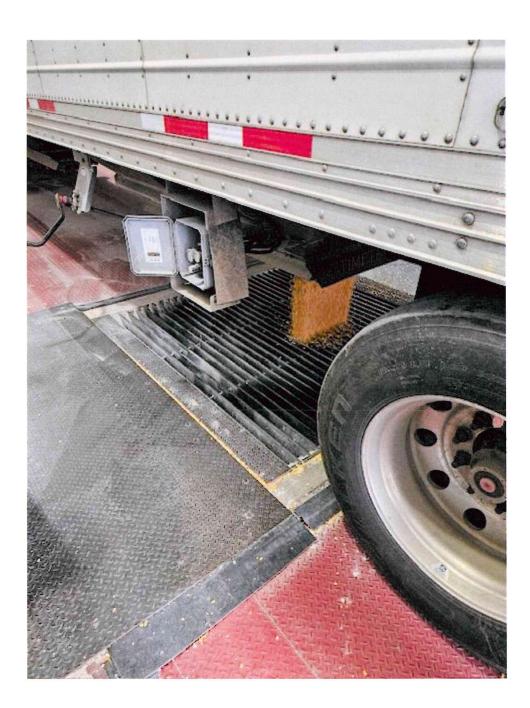












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Department: Economic Development

Supervisor: City Administrator and EDA Board

FLSA Status: Exempt Union Status:

Grade: 18

Prepared/Revision Date: September 2025

Prepared by: DDA Human Resources

Job Summary:

Under general supervision and direction of the City Administrator and the Economic Development Authority, this position is responsible for promoting, facilitating and coordinating commercial, industrial and housing development activities within the City of Pipestone. In addition, this position will manage all planning and zoning activities. Associated duties include coordination and staff support for the City's Economic Development Authority.

Scope of Responsibility:

Responsible for the operations of the Community Development Department and for providing professional support for the Economic Development Authority for the City of Pipestone. This position will also manage planning and zoning for the City.

Essential Duties and Responsibilities:

- 1. Community Development Activities
 - 1.1. Provides information and assistance to existing and new businesses and industries in locating, relocating, or expanding in the Pipestone area. Initiates and assists with activities designed to promote and attract new business to the community.
 - 1.2. Develops sources of prospective businesses and industries to relocate to Pipestone.
 - 1.3. Researches and analyzes business sites; assists developers in obtaining grants and financing for projects; and provides technical assistance during the project.
 - 1.4. Acts as a liaison with commercial/industrial/business developers, business owners, Minnesota Department of Employment and Economic Development, State Legislators, and any others as may be practical and necessary in areas related to economic development.
 - 1.5. Evaluates potential projects to determine feasibility and community impact and makes recommendations to the City Administrator and Economic Development Authority.
 - 1.6. Researches, applies for, and administers any appropriate grant or loan program(s) related to housing, industrial and commercial developments, redevelopments, rehabilitations, and coordinates efforts with other City staff.
 - 1.7. Provides business information services such as research and customer services, and refers to other governmental services as appropriate.
 - 1.8. Develops, coordinates and promotes economic development marketing efforts within the community.
 - 1.9. Coordinates activities with other City departments.

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2. Operational Management

- 2.1. Develops, updates and implements community plans and strategies for promoting economic development activities within the community.
- 2.2. Primary staff contact for business or development inquiries, maintains inquiry log and provides follow-up assistance as required.
- 2.3. Provides clerical and administrative support and assistance to the Pipestone Economic Development Authority (EDA) including monitoring projects and accounts and marketing properties.
- 2.4. Represents the Economic Development Authority at public meetings, hearings and conferences. Attends meetings of various committees and organizations as requested, including but not limited to: City Council, Chamber of Commerce, and City Planning Commission. Attends other meetings as required.
- 2.5. Develops and conducts surveys, compiles results, prepares reports with recommendations on a variety of development programs and projects. Prepares requested and required reports, including but not limited to area employment levels, tax base, job creation, etc.
- 2.6. Oversees the development of the annual departmental budget; directs the keeping of required records and develops administrative reports as required.

3. Planning and Zoning

- 3.1. Manages the contract and services that assists with building and zoning permit applications ensuring accuracy, completeness, and compliance with codes and requirements.
- 3.2. Analyzes variances, conditional use and zoning requests and prepares reports with recommendations.
- 3.3. Researches, analyzes and prepares reports detailing formal findings of fact and supporting documentation.
- 3.4. Enforces city nuisance ordinances, including documentation of potential violations.
- 3.5. Administers zoning and subdivision provisions of City Code.
- 3.6. Issues verbal and written orders for correction of faulty, improper, and illegal construction.
- 3.7. Administers the City Property Maintenance Ordinance: responds to complaints, inspects for violations, issues tags and warnings, and recommends abatement and demolitions.
- 3.8. Serves as a liaison to the Heritage Preservation Commission.

4. Other Duties as Assigned or Apparent

- 4.1. Attends training, seminars and educational opportunities to maintain knowledge and understanding of current trends in economic and community development.
- 4.2. Researches and acquires grant funding to promote growth and development within the City of Pipestone.

Minimum Qualifications:

This position requires a Bachelor's Degree in Urban Studies, Public Administration, Business Administration, Finance or related field and a minimum of five years' of progressive experience in the public or private sector in community development, economic development, business, or a related area; or equivalent combination of education and experience.

Key job characteristics include: Thorough working knowledge of marketing strategies for industrial and commercial recruitment; thorough working knowledge of public and private financing techniques, incentives and programs for economic development deal structuring and the ability to

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apply creativity to each situation including tax increment financing, tax abatement, community development block grants, etc.; knowledge of business location and expansion considerations and ability to address those concerns with sensitivity; ability to communicate effectively, in English, both verbally and in writing, to other staff members, advisory commissions, Working knowledge of state and city laws, codes, rules and regulations including building, zoining, planning and nurisance codes and ordinances, City Council members, and outside groups to enhance their understanding of economic development issues; ability to maintain informational and database files; ability to prepare grant applications to public and private sources; ability to review and analyze financial statements of businesses; outstanding interpersonal skills and ability to establish and maintain effective working relationships; ability to work with diverse groups of people, communicating mutual goals and policies into coordinated action; ability to present a positive image of the City to prospective business clients and the community in general; ability to skillfully operate computer and related word processing, spreadsheet, network and internet applications; and ability to work flexible work schedule.

Preferred Qualifications:

Core Competencies and Abilities:

Quality of Work

- Maintains a high level of accuracy and attention to detail.
- Demonstrates the ability to use resources productively, effectively and efficiently.
- Demonstrates the ability to think proactively, anticipates potential problems, and provides workable solutions and alternatives with a 'can do' approach.
- Develops and maintains good working knowledge of job responsibilities and prescribed procedures which facilitates the efficient performance of duties.
- Takes initiative to utilize job knowledge to analyze situations, resolve problems, and reach decisions.

Quantity of Work

- Exhibits good organizational and time management skills; plans and schedules completion of work accountabilities in order of priority, making the most effective use of time.
- Self-motivated and works independently; demonstrates willingness to assume new and challenging assignments.
- Demonstrates ability to work well under pressure, utilizing resources effectively.

Professional Conduct/Integrity

- Demonstrates knowledge and actions consistent with the City's values and the City's code of ethics and conduct.
- Demonstrates high moral principles and professional standards with others through truthfulness and sincerity; makes ethical decisions.
- Shows respect for others' ideas, perspectives, and styles.
- Demonstrates appropriate business etiquette and social skills.

Customer Service

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- Provides information, options and/or solutions to inquiries, concerns and/or requests from the diverse public in a respectful manner.
- Maintains the City's reputation of providing a high-level of customer satisfaction.

Communication

- Demonstrates the ability to develop and maintain working relationships to produce results and a work environment that builds rapport and trust.
- Communicates professionally and effectively with internal and external customers through spoken and written correspondence, including emails.
- Maintains confidentiality.
- Listens well; respects viewpoints different than own.
- Contributes knowledge, experience, and feedback appropriately to others.

Safety

- Maintains a safe work environment by complying with City safety policies and procedures, and attends necessary trainings.
- Performs duties with consideration to minimize risk. Reports safety concerns to appropriate parties.

Accountability and Dependability

- Adheres to all City policies and procedures.
- Competently performs all required job duties.
- Maintains an acceptable record of work attendance, and punctuality in accordance with City and Department requirements.

Certificates, Licenses, Registrations:

Valid Driver's License.

Physical Demands & Working Conditions:

Most work is performed in a normal office environment. The employee is required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; and stoop, kneel, or crouch. Must conduct physical inspections that may include climbing, stooping and lifting up to 25 pounds. Specific vision abilities required by this position include close, distance, color, peripheral and depth vision. Must work flexible hours including evenings and weekends.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Council and the City Administrator retain the discretion to add duties or change the duties of this position at any time.

Section 13, Item G.

COLA over 2024

	2.25%	14	110	\$21.91	\$23.33	\$24.73	\$26.22	\$27.79	\$29.74	\$31.22	\$33.41	\$35.08	\$36.83	\$38.67	\$40.61	\$42.64	\$44.77	\$47.01	\$49.36	\$51.83	\$54.42	\$57.14	\$61.71	\$66.03	\$70.65	\$75.60	1 -	Section 989
	2.25%	13	1	\$21.43	\$22.82	\$24.19	\$25.64	\$27.18	\$29.08	\$30.54	\$32.67	\$34.31	\$36.02	\$37.82	\$39.71	\$41.70	\$43.79	\$45.97	\$48.27	\$50.69	\$53.22	\$55.88	\$60.35	\$64.58	\$69.10	\$73.94	\$79.11	\$84.65
	2.25%	12	\$19.68	\$20.96	\$22.32	\$23.66	\$25.08	\$26.58	\$28.44	\$29.86	\$31.95	\$33.55	\$35.23	\$36.99	\$38.84	\$40.78	\$42.82	\$44.96	\$47.21	\$49.57	\$52.05	\$54.65	\$59.03	\$63.16	\$67.58	\$72.31	\$77.37	\$82.79
	2.25%	7	\$19.24	\$20.49	\$21.83	\$23.14	\$24.52	\$26.00	\$27.82	\$29.21	\$31.25	\$32.81	\$34.45	\$36.18	\$37.99	\$39.89	\$41.88	\$43.97	\$46.17	\$48.48	\$50.91	\$53.45	\$57.73	\$61.77	\$66.09	\$70.72	\$75.67	\$80.96
	2.25%	10	8.	\$20.04	Ψ.	\$22.63	\$23.99	\$25.42	\$27.20	\$28.56	\$30.56	\$32.09	\$33.70	\$35.38	\$37.15	\$39.01	\$40.96	\$43.01	\$45.16	\$47.41	\$49.78	\$52.27	\$56.46	\$60.41	\$64.64	\$69.16	\$74.00	\$79.18
	2.25%	0	4.	\$19.60	$\overline{}$	\$22.13	\$23.46	\$24.86	\$26.61	\$27.94	\$29.89	\$31.39	\$32.95	\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16	\$46.37	\$48.69	\$51.12	\$55.21	\$59.08	\$63.21	\$67.64	\$72.37	\$77.44
	2.25%	∞	\$18.00	\$19.17	\$20.42	\$21.64	\$22.94	\$24.32	\$26.02	\$27.32	\$29.23	\$30.70	\$32.23	\$33.84	\$35.53	\$37.31	\$39.18	\$41.13	\$43.19	\$45.35	\$47.62	\$50.00	\$54.00	\$57.78	\$61.82	\$66.15	\$70.78	\$75.74
Steps	2.25%	7	\$17.61	\$18.75	\$19.97	\$21.17	\$22.44	\$23.78	\$25.45	\$26.72	\$28.59	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49	\$38.31	\$40.23	\$42.24	\$44.35	\$46.57	\$48.90	\$52.81	\$56.51	\$60	\$64	\$69.22	\$74.07
	2.25%	9	\$17.22	\$18.34	\$19.53	\$20.70	\$21.94	\$23.26	\$24.89	\$26.13	\$27.96	\$29.36	\$30.83	\$32.37	\$33.99	\$35.69	\$37.47	\$39.34	\$41.31	\$43.38	\$45.55	\$47.82	\$51.65	\$55.26	\$59.13	\$63.27	\$67.70	\$72.44
	2.25%	5	\$16.84	တ	\$19.10	\$20.25	\$21.46	\$22.75	\$24.34	\$25.56	\$27.35	\$28.71	\$30.15	\$31.66	\$33.24	\$34.90	\$36.65	\$38.48	\$40.40	\$42.42	\$44.54	\$46.77	\$50.51	\$54.05				85
	2.25%	4	\$16.47	\$17.54	\$18.68	\$19.80	\$20.99	\$22.25	\$23.80	\$24.99	\$26.74	\$28.08	\$29.49	\$30.96	\$32.51	\$34.13	\$35.84	\$37.63	\$39.51	\$41.49	\$43.56	\$45.74	\$49.40	\$52.86	\$56.56	\$60.52	\$64.75	\$69.29
	2.25%	က	16.11	\$17.15	18	\$19.36	\$20.53	\$21.76	\$23.28		\$26.16	\$27.46	\$28.84	\$30.28	\$31.79	\$33.38	\$35.05	\$36.80	\$38.64	\$40.58	\$42.60	\$44.73	\$48.31	\$51.70	\$55.31	\$59.19	\$63.33	\$67.76
	2.25%	2	\$15.75	\$16.78	\$17.87	\$18.94	\$20.07	\$21.28	\$22.77	\$23.91	\$25.58	\$26.86	\$28.20	\$29.61	\$31.09	\$32.65	\$34.28	\$35.99	\$37.79	\$39.68	\$41.67	\$43.75	\$47.25	\$50.56	\$54.10	\$57.88	\$61.94	\$66.27
		_	\$15.41	\$16.41	\$17.47	\$18.52	\$19.63	\$20.81	\$22.27	\$23.38	\$25.02	\$26.27	\$27.58	\$28.96	\$30.41	\$31.93	\$33.53	\$35.20	\$36.96	\$38.81	\$40.75	\$42.79	\$46.21	\$49.45	\$52.91	\$56.61	\$60.57	\$64.81
		Grade	_	5	က	4	2	9	7	80	တ	10	1	12	13	14	15	16	17	18	19	20	21	22	23	24	25	56

Section 13. Item H.

Proposed Contract with Local Assessor Erik Skogquist, SAMA

This Contract, is made and entered into by and between Pipestone, hereinafter designated the City, and Erik Skogquist, a Senior Accredited Minnesota Assessor (SAMA); herein designated the Assessor. In consideration for the assessment of said City, the Assessor shall be paid as follows:

For the sum of \$39,000 per annum, said Assessors shall appraise all taxable parcels.

If necessary, court testimony shall be at the rate of \$200 per day.

All the above amounts shall be paid to said Assessor as therein after set forth, and is herby agreed upon by and between the parties hereto as follows:

The Assessor Agrees as Follows:

- 1) To assess all the real property in the City according to the laws and regulations of the State of Minnesota, pertaining to such assessment for the Ad Valorem Tax purposes for the tax years 2026 and 2027.
- 2) To perform such work in a professional manner within the time required by law, but not to exceed February 1st of each assessment year.
- 3) Assessor agrees to maintain in good standing his respective license through the State of Minnesota Board of Assessors.
- 4) To supply such transportation as may be required to fulfill these contract obligations.

The City Agrees As Follows:

- 1) Pipestone County shall provide all the necessary files, forms, documents, as well as responsible access to records needed to complete said assessments.
- 2) The City shall provide temporary space for the Assessor for conducting the Board of Appeal & Equalization.
- 3) To provide payment upon completion of said Assessor's duties hereunder as certified by the County Assessor of Pipestone County to the City, and upon submission of an itemized claim by the Assessor to the City for payment of the contract price, to be paid as follows:

\$30,000 upon completion of the field work and the information returned to the County Assessor.

\$9,000 plus any amount due for additional parcels, any other expenses as stated above, within 30 days after the first City meeting following the Board of Appeal & Equalization. It is hereby agreed that a 1.5% monthly interest shall be charged after the due date on the unpaid balances.

General Conditions:

It is hereby agreed by all parties that the Assessor shall not be an employee of the City but shall be deemed an Independent Contractor, said concern of the City being limited only to the results of said work and not the means by which it is accomplished.

In Witness Whereof, the Par ERIM A SKOGQUEST SAMA #3121	ties, have hereunto set their hands this	day of	<u> </u>	
City Officer	Title:			
City Officer	Title:			

CITY OF PIPESTONE TAX LEVY PERCENT COMPARISON-PRELIMINARY

	2020	Increase	2021	Increase	2022	Increase
General Tax Levy	1,324,543	(1,765)	1,322,778	(14,384)	1,308,394	209,260
Debt Service Levy	941,066	55,842	806'996	105,705	1,072,613	72,103
TOTALLEVY	2,265,609	54,077	2,319,686	61,321	2,381,007	281,363
PERCENT INCREASE		2.4%		5.0%		11.8%

PRELIMINARY

	2023	Increase	2024	Increase	2025	Increase	2026
General Tax Levy	1,446,577	(47,300)	1,399,277	193,921	1,593,198	184,351	1,777,549
Debt Service Levy	1,144,716	121,034	1,265,750	(45,853)	1,216,897	(31,801)	1,185,096
TOTAL LEVY	2,591,293	73,734	2,665,027	145,068	2,810,095	152,550	2,962,645
PERCENT INCREASE		2.8%		5.4%	,	5.4%	
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						

Includes a General Levy increase of \$184,351

** Includes an increase of 0% on health insurance and 5% COLA Includes \$50,000.00 for Blight for City Properties

Includes \$100,000 transfer to Water from the General Fund

Includes \$50,000 transfer to New Rec Center Building Fund from Liquor Fund Debt Service Levy decreased by \$31,801 from last year Includes \$51,000 for City's share Construction Costs for Safe Routes to School Project CITY OF PIPESTONE

PROCLAMATION

WHEREAS, the City of Pipestone recognizes the occupation of Indigenous homelands for the building of our city and knows Indigenous Nations have lived upon this land since time immemorial and values the progress of our society accomplished through and by American Indian thought, culture and technology; and

WHEREAS, the City of Pipestone understands the importance of closing the equity gap between and by government entities, organizations and other public institutions and to encourage change in policies and practices to better reflect the capabilities of Native People of the Land and recognize their indigenous roots, history and contributions; and

WHEREAS the City of Pipestone supports education which provides an accurate historical record of the "discovery" of the United States of America; and

WHEREAS the City of Pipestone has a strong history throughout the years of supporting the Native People of the Land Community and its citizens' advancement in our current society; and

WHEREAS, the City of Pipestone shall continue its efforts to promote the well-being and growth of the local Native People of the Land Community and Indigenous Community; and

WHEREAS, Indigenous Peoples' Day shall be used to reflect upon the ongoing struggles of Indigenous people on this land and to celebrate the thriving culture and value Indigenous Nations add to our City.

THEREFORE, I, Dan Delaney, do hereby proclaim October 13, 2025 as:

INDIGENOUS PEOPLES' DAY

in Pipestone, Minnesota.

And I encourage other businesses, organizations and public entities to recognize Indigenous Peoples Day as well.

In witness whereof, I hereunto set my hand this 6^{th} day of October in the year Two Thousand and Twenty-Five.

Dan Delaney Mayor