



City Council Regular Meeting Agenda

June 02, 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. May 16, 2025 Special Meeting Minutes
 - B. May 19, 2025 Regular Meeting Minutes
6. **Community Concerns (Maximum 3 Minutes Per Person)**
7. **Legal**
8. **Public Hearings, Petitions, and Bid Openings**
 - A. Industrial Road Improvement Project Bid Opening
9. **Engineering**
10. ****Financial**
 - A. Payment of Claims-Listing of Bills
11. **Old Business**
12. **New Business**
 - A. Resolution 2025-34: Resolution Granting a Variance to Construct an Accessory Structure within a Setback and that Exceeds the Allowed Height at 600 4th Street NW in the City of Pipestone
 - B. Resolution 2025-35: Resolution Granting a Variance to Install a Sign that Exceeds the Required Size Limitation at 1401 Sioux Drive in the City of Pipestone

- C.** Resolution 2025-36: Resolution Accepting Donations
- D.** Donation Agreement between Robert H. Meinders and the City of Pipestone
- E.** Consideration of the Placement of a Veteran's Memorial on City Property and an Ordinance to Establish the Veteran's Memorial
- F.** Consider Filing Request to County Auditor to Acquire Tax Forfeited Land
- G.** Consider Dakota Mainstem Regional Water System Membership Application
- H.** Consider Approval of Alcohol and Beverage Dispenser Agreement with Staci's Bar & Grill

13. Closing Comments

14. Executive/Closed Session

15. Adjournment

Pipestone, Minnesota
May 16, 2025

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held at the Carnegie Library building at 11:30 a.m. on the 16th day of May 2025. Mayor Dan Delaney called the meeting to order. Members present: Dan Delaney, Rodger Smidt, Scott Swanson, Verdeen Colbeck and Danielle Thompson. Absent: None. Others present: Kyle Kuphal, City Engineer Travis Winter, Evan Schiller, Susan Hoskins, Shannen Muller, John McCallum, Dan Wildermuth, Cable Access Coordinator Steve Moffitt and City Administrator Deb Nelson.

Mayor Delaney called the meeting to order and stated the purpose of the special meeting is to conduct a walk through of the Carnegie Library building.

No business was conducted.

ADJOURNMENT

Motion was made by Swanson, seconded by Smidt and unanimously carried to adjourn the meeting at 11:24 a.m.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

Pipestone, Minnesota
May 19, 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 19th day of May 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, Verdeen Colbeck and Danielle Thompson, Absent: none. Others present: Keith Mattson, Derek Anderson, John Draper, Water-City Attorney Jason Hill via Zoom, City Engineer Travis Winter via Zoom, Cable Access Coordinator Steve Moffitt, Assistant City Administrator/City Clerk Stephanie LaBrune, and City Administrator Deb Nelson.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA - ADDITIONS, CHANGE OR DELETIONS

Motion made by Smidt, seconded by Thompson, and unanimously carried to approve the agenda with the addition of the consideration of the approval of the settlement agreements for Pipestone County District Court Files: 59-CV-23-427 to 59-CV-23-435 following the Executive/Closed Session.

CONSENT AGENDA

Mayor Delaney stated the Consent Agenda contains the May 5, 2025 Special Meeting Minutes, the May 5, 2025 Regular Meeting Minutes, the April financial report, and the Payment of Claims-Listing of Bills. He then asked if there was any discussion regarding these items. No discussion was held.

Motion was made by Thompson, seconded by Colbeck and unanimously carried to approve the Consent Agenda items which consisted of the May 5, 2025 Special Meeting Minutes, the May 5, 2025 Regular Meeting Minutes, the April financial report, and the Payment of Claims-Listing of Bills in the amount of \$403,892.04 for warrants #074849 to #074954 to be issued in payment thereof.

COMMUNITY CONCERNS

Administrator Nelson stated that Keith Mattson was signed in and no other concerns had been received.

Mayor Delaney invited Mattson to the podium. Mattson stated that he is a resident of 919 N. Hiawatha Ave. and has concerns about predatory behavior involving methamphetamine. He said women are getting exploited by this behavior. He also asked why his friend Rico is getting treated the way he was. He said he (Rico) was railroaded out of the Human Rights Commission and said he had concerns about the Juneteenth celebration having a limit of 3 hours. He also said Cinco De Mayo was cancelled. Mattson said Rico would not hurt a fly and what happened to him was very troubling. Mayor Delaney responded by saying that the city can look into Mattson's concerns and investigate them further.

NEW BUSINESS

Resolution 2025-31

Delaney said this resolution authorizes staff to submit a proposal to the Minnesota Pollution Control Agency (MPCA) to conduct the Pipestone Sanitary Sewer Project – Part 2. If the proposal is approved, this will allow the city to continue its sanitary sewer improvement loan program and authorize Joel Adelman to serve as the authority on behalf of the city to administer the loan program.

Motion made by Smidt, seconded by Thompson, and unanimously carried to approve Resolution 2025-31: A Resolution for Authorization to Submit a Proposal with the Minnesota Pollution Control Agency (MPCA) to Conduct the Pipestone Sanitary Sewer Improvement Project – Part 2.

Resolution 2025-32

Delaney informed the council that the Pipestone Country Club Inc. is requesting a gambling permit so they perform gambling activities at the Pipestone Country Club at a fundraising event in September. Delaney said, if approved their application will be forwarded to the Minnesota Gambling Control Board with no waiting period.

Motion by Swanson, seconded by Thompson, and unanimously carried to approve Resolution 2025-32: A Resolution Regarding an Application for Authorization for Exemption from Lawful Gambling License.

Resolution 2025-33

Delaney said this resolution if approved will accept a donation from the Prairiелands Library Exchange who has given a grant of \$1,000 to the public library to support the library's series of plants program.

Motion was made by Thompson, seconded by Colbeck, and unanimously carried to approve Resolution 2025-33: A Resolution Accepting Donations.

COUNCIL LIAISON REPORTS

Heritage Preservation – Delaney shared that the commission met with the council to tour the Carnegie library building on May 16th.

Housing and Redevelopment Authority – Delaney reported that there was a special meeting held on April 1st to approve transferring the section 8 program to Blue Earth County. He said it is a serious matter affects people's homes and that the city council will need to approve the move. He also shared that there was a bid awarded in the amount of \$162,000 for updating the windows at the Hi-Rise building.

Human Rights – Delaney shared that the chair and vice-chair were appointed and also talked about the upcoming Pride Picnic and Juneteenth events.

Planning Commission – Delaney shared that the commission met on April 9, April 22, and May 14 to review the sign ordinance.

Board of Appeals & Adjustments – Delaney shared that the board held two public hearings to consider variance requests on May 13th.

Community Improvement – Delaney shared that the commission is seeking two new members, he also talked about the flower boxes and other various ideas that the commission has been discussing.

Park & Rec – Thompson reported that there was no meeting held in April due to the a lack of a quorum.

Utility – Swanson reported that he and Delaney met with the Utility Committee on May 14th. He said there was discussion about a trail easement request from the National Monument. He also shared that the County Engineer gave an update on a project they will be doing on 8th Avenue SE. The project is set to happen in 2030 if the city were to want to coordinate any work being done at that time while the road construction is going on. Additionally, there was discussion held concerning a leak at the outdoor pool and the need to install a lift station at the property Hord Farms recently purchased from the city.

CLOSING COMMENTS

Councilmember Thompson reminded everyone that it is EMS week this week.

EXECUTIVE / CLOSED SESSION

Mayor Delaney requested a motion to go into closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) regarding the following: to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy discussions related to the pending litigation matters in the Special Assessment Appeals related to the City’s 2022 Street & Utility Improvement Project, Pipestone County District Court Files: 59-CV-23-427 to 59-CV-23-435.

Motion made by Colbeck, seconded by Thompson, and unanimously carried to enter into closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) regarding the following: to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy discussions related to the pending litigation matters in the Special Assessment Appeals related to the City’s 2022 Street & Utility Improvement Project, Pipestone County District Court Files: 59-CV-23-427 to 59-CV-23-435 at 6:54 p.m.

Joining the council during the closed session was Deb Nelson, Stephanie LaBrune, Jason Hill, and Travis Winter. All others left the meeting location.

At 7:10 p.m. a motion was made by Swanson and seconded by Smidt and unanimously carried to enter back into open meeting.

Consider Approval of Settlement Agreements

Motion made by Thompson, seconded by Smidt, and unanimously carried to approve signing the settlement agreements related to the pending litigation matters in the Special Assessment Appeals related to the City’s 2022 Street & Utility Improvement Project, Pipestone County District Court Files: 59-CV-23-427 to 59-CV-23-435.

ADJOURNMENT

Motion made by Colbeck, seconded by Thompson, and unanimously carried to adjourn the meeting at 7:11 p.m.

Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
Assistant City Administrator / City Clerk

RESOLUTION 2025-34

RESOLUTION GRANTING A VARIANCE TO CONSTRUCT AN ACCESSORY STRUCTURE WITHIN A SETBACK AND THAT EXCEEDS THE ALLOWED HEIGHT AT 600 4TH STREET NW IN THE CITY OF PIPESTONE

WHEREAS, the Pipestone County Highway Department, on behalf of Pipestone County (“Applicant”) submitted an application for a variance to the City of Pipestone (“City”) to construct an accessory structure within an applicable setback and that exceeds the applicable height limitation for accessory structures on property located at 600 4th Street NW (PID 18.112.1000), which is owned by Pipestone County (“Owner”) and is legally described on the attached Exhibit A (“Property”); and

WHEREAS, the Applicant and Owner’s request for a variance to construct a 70 foot x 144 foot accessory structure 15.13 feet from an adjacent residential zoning district boundary, which is within the 75 foot setback. The structure will be used to store equipment and low levels of hazardous materials. The structure will also have a bathroom and include a wash bay for equipment and a sign shop operation; and

WHEREAS, the Applicant and Owner’s application also seeks a variance to construct an accessory structure with a height of 28 feet, which exceeds the height limitation for accessory structures on the Property; and

WHEREAS, the proposed placement of the accessory structure is set forth in Exhibit B attached hereto; and

WHEREAS, on May 13, 2025, upon proper and sufficient published notice, notice to affected properties and notice to properties in the area of the Property, the City of Pipestone Board of Appeals and Adjustments held a public hearing regarding the requested variance, considered the information presented, and voted to forward the application to the City Council with a recommendation that the variance be approved; and

WHEREAS, the City Council considered the requested variance at its meeting on June 2, 2025 and finds as follows:

- a. The Property is currently zoned I-1 Light Industrial District;

- b. Section 153.15 (D)(10) of the City Code requires a setback from a residential (R) district of 75 feet;
- c. The Applicant and Owner propose to construct a 70 foot x 144 foot accessory structure on the Property located 15.13 feet from an adjacent residential zoning district boundary;
- d. Section 153.15 (D)(12) of the City Code limits the height of accessory structures to 25 feet;
- e. The Applicant and Owner propose to construct an accessory structure on the Property with a height of 28 feet;
- f. In accordance with Section 153.27 of the City Code and Minnesota Statutes, section 462.357, subd. 6, the Board of Appeals and Adjustments found and determined as follow:
 - (1) The Property cannot yield a reasonable use if permitted to be used only under conditions allowed by the regulations governing the district in which the Property is located. The location of the accessory structure on the Property would align with an existing structure and is the most reasonable location for the structure;
 - (2) The plight of the Owner is due to unique circumstances not normally applicable to land holdings within the same district. The Applicant is a department of a governmental entity with a significant amount of equipment necessary to carry out its functions, and the accessory structure is necessary;
 - (3) The proposal is in harmony with the general purpose and intent of the City Code. The Property is located in a mixed use area;
 - (4) The proposal is consistent with the City's Comprehensive Plan and will be compatible with present and future land uses of the area. The Property is located in a mixed use area;
 - (5) The variance, if granted, will not alter the essential character of the locality. The accessory structure will align with the existing structure on, and use of, the Property, with the addition of drain tile for drainage purposes;
 - (6) The Owner intends to use the property in a reasonable manner not permitted in the City Code. The use of the accessory structure will align with the existing structure on the Property; and
 - (7) There are unique circumstances to the Property not created by the Owner that creates a practical difficulty.

- d. The City Council additionally finds and determines that the criteria for approval of a variance set forth in Section 153.27 of the City Code and Minnesota Statutes, section 462.357, subd. 6 have been met by the proposal.

NOW, THEREFORE, BE IT RESOLVED, that, based on the record of this matter, including the application, information presented at the public hearing and the findings and determinations contained herein, the City Council hereby approves and issues a variance to construct an accessory structure on the Property within the applicable setback and to a height that exceeds the applicable height limitation, subject to all of the following conditions, restrictions, and requirements:

1. Scope of Variance. This variance allows the Owner to install an accessory structure on the Property as depicted in Exhibit B, subject to and amended by additional conditions in this variance, and in accordance with the plans and specifications submitted with the variance application, which is incorporated herein by reference. The accessory structure must be constructed and placed in accordance with the conditions imposed on this variance, the requirements of the City Code, and all other applicable regulations.
2. Commencement of Work. If construction in accordance with the plans and specifications submitted with the variance application is not substantially started within two years from the date of the issuance of the variance, the variance shall become void. A substantial start means more than preliminary steps have been taken such that preparations to initiate the use are mostly complete.
3. Location of Accessory Structure. The south elevation of the accessory structure to be constructed on the Property shall align with the south elevation of the existing structure on the Property.
4. Drainage Facilities. The Owner shall install drain tile that connects with the storm sewer on 8th Avenue NW.
5. Binding Effect. This variance and its conditions must be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership of the Property.
6. Legal Compliance. This variance is subject to the requirements of the City Code and the Owner is required to comply with, and obtain all other permits or permission, as may be required by, all applicable federal, state and local laws, rules and ordinances.
7. Acceptance of Conditions. Utilization of the Property pursuant to the variance shall automatically be deemed acceptance of, and agreement to, the terms and conditions of the variance without qualification, reservation, or exception.
8. No Waiver. A failure by the City to take action with respect to any violation of any condition, covenant or term of this variance shall not be deemed to be a waiver of such

condition, covenant, or term or any subsequent violation of the same or any other condition, covenant or term.

Passed and adopted by the City Council of the City of Pipestone this 2nd day of June 2025.

Dan Delaney
Mayor

ATTEST:

Stephanie LaBrune
Assistant City Administrator/City Clerk

EXHIBIT A

Legal Description of the Property

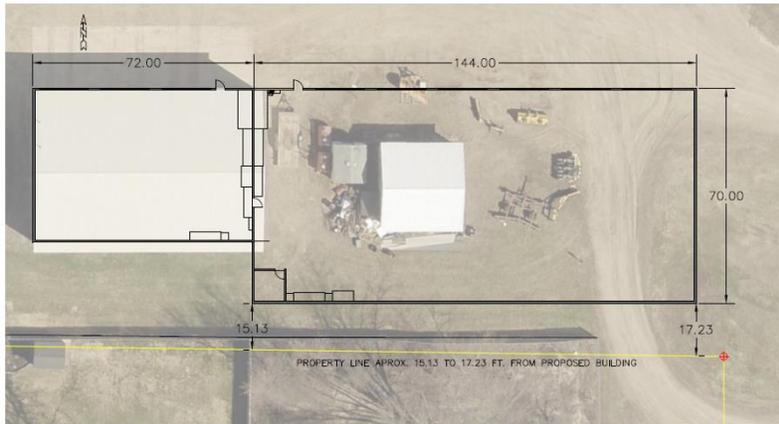
All of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad right of way located in Section 12, Township 106 North, Range 46 West of the 5th P.M. Pipestone County, Minnesota lying West of the West line and Northerly extension thereof of 5th Ave. NW in the City of Pipestone, Pipestone County, Minnesota and running Westerly to the West line of said Section 12.

Retaining in Grantor City a perpetual easement for utility purposes over the South 30 feet of the North 40 feet of the property.

EXHIBIT B
Accessory Structure



Proposed 70" X 144" Accessory Structure Outlined in orange.



RESOLUTION 2025-35

RESOLUTION GRANTING A VARIANCE TO INSTALL A SIGN THAT EXCEEDS THE REQUIRED SIZE LIMITATION AT 1401 SIOUX DRIVE IN THE CITY OF PIPESTONE

WHEREAS, JBS Foods (“Applicant”) submitted an application for a variance to the City of Pipestone (“City”) to construct a sign on property located at 1401 Sioux Drive (PID 18.750.0095), which is owned by Swift Port Company (“Owner”) and is legally described on the attached Exhibit A (“Property”); and

WHEREAS, the Applicant and Owner’s request for a variance seeks to install a sign that totals 265.58 square feet, which exceeds the size limitation for business signs on the Property; and

WHEREAS, the proposed placement and depiction of the sign is set forth in Exhibit B attached hereto; and

WHEREAS, on May 13, 2025, upon proper and sufficient published notice, notice to affected properties and notice to properties in the area of the Property, the City of Pipestone Board of Appeals and Adjustments held a public hearing regarding the requested variance, considered the information presented, and voted to forward the application to the City Council with a recommendation that the variance be approved; and

WHEREAS, the City Council considered the requested variance at its meeting on June 2, 2025 and finds as follows:

- a. The Property is currently zoned I-2 Central Industrial District;
- b. Section 153.32 (T)(2) of the City Code limits the size of a business sign in the I-2 Central Industrial District to a maximum of 100 square feet;
- c. As part of a rebranding for the business, the Applicant and Owner propose to construct a new sign on the Property that totals 265.58 square feet;
- d. In accordance with Section 153.27 of the City Code and Minnesota Statutes, section 462.357, subd. 6, the Board of Appeals and Adjustments found and determined as follow:

- (1) The Property cannot yield a reasonable use if permitted to be used only under conditions allowed by the regulations governing the district in which the Property is located. The Property is part of a large industrial park, and the large footprint of the business requires a larger business sign;
 - (2) The plight of the Owner is due to unique circumstances not normally applicable to land holdings within the same district. The Property is part of a large industrial park, and the large footprint of the business requires a larger business sign;
 - (3) The proposal is in harmony with the general purpose and intent of the City Code. The sign replaces an existing business sign that is consistent with the industrial uses in the area;
 - (4) The proposal is consistent with the City’s Comprehensive Plan and will be compatible with present and future land uses of the area. The sign replaces an existing business sign that is appropriately sized and is consistent with the industrial uses in the area;
 - (5) The variance, if granted, will not alter the essential character of the locality. The business sign is consistent with the industrial uses in the area;
 - (6) The Owner intends to use the property in a reasonable manner not permitted in the City Code; and
 - (7) There are unique circumstances to the Property not created by the Owner that creates a practical difficulty.
- d. The City Council additionally finds and determines that the criteria for approval of a variance set forth in Section 153.27 of the City Code and Minnesota Statutes, section 462.357, subd. 6 have been met by the proposal.

NOW, THEREFORE, BE IT RESOLVED, that, based on the record of this matter, including the application, information presented at the public hearing and the findings and determinations contained herein, the City Council hereby approves and issues a variance to construct a business sign on the Property, which exceeds the sign size limitation for business signs in the I-2 Central Industrial District, subject to all of the following conditions, restrictions, and requirements:

- 1. Scope of Variance. This variance allows the Owner to install a business sign on the Property as depicted in Exhibit B and in accordance with the plans and specifications submitted with the variance application, which is incorporated herein by reference. The sign must be constructed and placed in accordance with the conditions imposed on this variance, the requirements of the City Code, and all other applicable regulations.

2. Commencement of Work. If construction in accordance with the plans and specifications submitted with the variance application is not substantially started within two years from the date of the issuance of the variance, the variance shall become void. A substantial start means more than preliminary steps have been taken such that preparations to initiate the use are mostly complete.
3. Binding Effect. This variance and its conditions must be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership of the Property.
4. Legal Compliance. This variance is subject to the requirements of the City Code and the Owner is required to comply with, and obtain all other permits or permission, as may be required by, all applicable federal, state and local laws, rules and ordinances.
5. Acceptance of Conditions. Utilization of the Property pursuant to the variance shall automatically be deemed acceptance of, and agreement to, the terms and conditions of the variance without qualification, reservation, or exception.
6. No Waiver. A failure by the City to take action with respect to any violation of any condition, covenant or term of this variance shall not be deemed to be a waiver of such condition, covenant, or term or any subsequent violation of the same or any other condition, covenant or term.

Passed and adopted by the City Council of the City of Pipestone this 2nd day of June 2025.

Dan Delaney
Mayor

ATTEST:

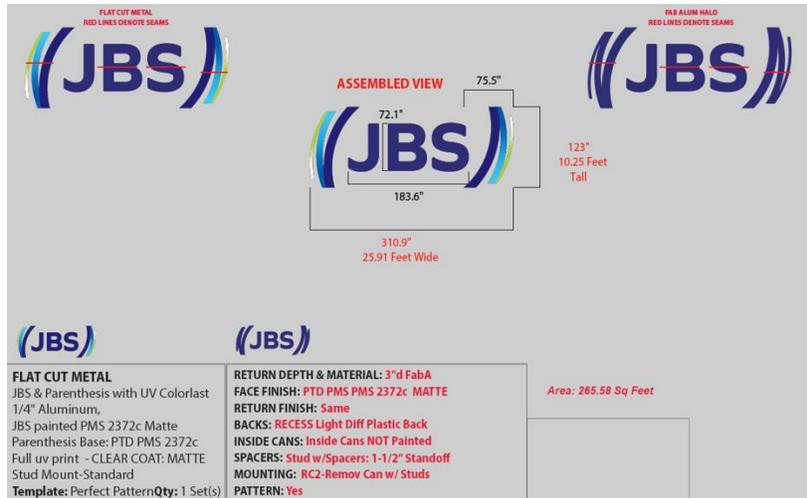
Stephanie LaBrune
Assistant City Administrator/City Clerk

EXHIBIT A

Legal Description of the Property

Lot 1, Block 3, Skyway Industrial Park First Addition to Pipestone, Minnesota, less and except the East 200 feet thereof, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Pipestone County, Minnesota.

EXHIBIT B Accessory Structure



RESOLUTION 2025-36

RESOLUTION ACCEPTING DONATIONS

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

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

<u>Name of Donor(s)</u>	<u>Amount</u>
<ul style="list-style-type: none"> • Robert H. Meinders 	Real Estate located in the city of Pipestone (PID 18.645.2100) otherwise known as the Meinders Community Library

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

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

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

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

Passed and adopted by the City Council of the City of Pipestone this 2nd day of June 2025.

Dan Delaney
Mayor

ATTEST:

Deb Nelson
City Administrator

DONATION AGREEMENT

This Donation Agreement (“**Agreement**”) is made this ____ day of _____, 2025 by and between the City of Pipestone, a Minnesota municipal corporation (“**City**”), and Robert H. Meinders, (“**Donor**”) (together with the City referred to herein as the “**Parties**” or each a “**Party**”).

Recitals

WHEREAS, the Donor is the owner in fee simple of real estate located in the City of Pipestone, Pipestone County, Minnesota (PID 18.645.2100), legally described as follows:

Lots Twenty (20) and Twenty-one (21), in Block Six (6), Nichol’s Addition to the City of Pipestone, County of Pipestone, State of Minnesota;

and

Lots Twenty-two (22), Twenty-three (23), and Twenty-four (24), all in Block Six (6) of Nichol’s Addition to the City of Pipestone, County of Pipestone, State of Minnesota; together with an easement for the use of the party wall on or along or in close proximity to the North line of said Lot 22 as described in that certain deed recorded in the office of the Pipestone County Recorder as Document No. 190615.

(“**Property**”); and

WHEREAS, the Donor is also the owner of the building on the Property known as the Meinders Community Library (“**Library Building**”); and

WHEREAS, the Donor has approached the City and has offered to donate the Property and the Library Building to the City; and

WHEREAS, the City has agreed to accept the donation of the Property and the Library Building in accordance with the terms and conditions contained herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The Recitals as set forth above in the preamble to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Offer/Acceptance. In consideration of the mutual agreements between the Donor and the City contained herein, the Donor agrees to donate to the City the Property and the Library Building, referred to herein collectively as the “Donated Property,” and the City agrees to accept the donation of the Donated Property from the Donor.

3. Value of Donated Property. The Parties agree that for taxation purposes the value of the Donated Property shall be the property tax value of the Property and the Library Building as of the date of Closing or as otherwise determined by an appraisal conducted by an appraiser mutually agreed upon between the parties and paid for by Donor.

4. Consideration. In exchange for the Donated Property, the City agrees to the following:

- A. The City will continue to use the Library Building as a public library, and it will be identified as “The Meinders Community Library” for a minimum of 15 years, unless the City’s library is moved to a larger and more technologically advanced building.
- B. The City will erect, at its sole expense, a physical sign honoring the Donor. The City will provide the design and specifications of said sign to the Donor for the Donor’s review and acceptance prior to the City’s creation and installation of said sign.
- C. The Parties agree that the underlying purpose of this Agreement is to provide the Donated Property to the City for the continued and perpetual use and maintenance of a City library. The City shall exercise its discretion in determining what activities to allow on the Property so long as the primary purpose shall be for library purposes.

5. Contingencies. This Agreement is contingent upon the satisfaction of the following conditions:

- A. Condition of title being satisfactory to the City following the City’s examination of title as provided for in Section 8 of this Agreement.
- B. The approval of this Agreement by the City of Pipestone City Council.

The Parties shall have until the Closing Date, as herein defined, of the donation of the Donated Property (“**Closing**”) to satisfy the foregoing contingency. If the contingencies are duly satisfied or waived in writing by the City, then the City and the Donor shall proceed to close the transaction as contemplated herein. If, however, any of the contingencies are not timely satisfied and are not waived in writing by the City, then this Agreement shall thereupon be void, at the option of the City. If this Agreement is voided, then the City and the Donor shall execute and deliver to each other a termination of this Agreement.

6. Closing Date. The Closing shall take place on or before _____, 2025 (the “**Closing Date**”), unless otherwise mutually agreed upon by the Donor and the City. The Closing shall take place at _____, or such other location as mutually agreed upon by the Donor and the City.

7. Documents To Be Delivered At Closing. The Donor agrees to deliver the following

documents to the City at Closing:

- A. A duly recordable warranty deed conveying marketable fee simple title to the Property to the City;
- B. An affidavit from the Donor sufficient to remove any exception in the City’s policy of title insurance for mechanics’ and materialmens’ liens and rights of parties in possession;
- C. Affidavit of the Donor confirming that the Donor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
- D. A completed Minnesota Well Disclosure Certificate;
- E. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes, rules, or ordinances; and
- F. Customary affidavits, certificates and such other documents as the City may request to carry out this transaction.

8. Examination Of Title; Curing Title Defects. The Donor will provide to the City any available title records in his possession. The Donor will obtain a commitment for title insurance or any other title report the City deems necessary to close the contemplated transaction (“**Title Evidence**”) for the Donated Property, and the City shall have 20 business days after receipt thereof to examine the same and to deliver written objections to title, if any, to the Donor, or the City’s right to do so shall be deemed waived. The Donor shall have until Closing to make title marketable at the Donor’s cost. In the event that title to the Property cannot be made marketable or is not made marketable by the Donor by Closing, then this Agreement may be terminated at the option of the City.

9. Real Estate Taxes And Special Assessments. General real estate taxes and special assessments pending, certified, levied, or constituting a lien against the Property as of the Closing Date, including without limitation any installments of special assessments including interest payable with general taxes shall be prorated between the Donor and the City as of the Closing Date. The City shall pay all delinquent real estate taxes and special assessments.

10. Closing Costs And Related Items. The Donor shall be responsible for the following closing costs and related items: (a) all charges relating to the filing of any instrument required to make title marketable, (b) any appraisal fees that may be incurred as part of this transaction and as requested by Donor, and (c) Donor’s own legal fees associated with this transaction. The City shall be responsible for the following costs and related items: (a) premiums required for issuance of the City’s title insurance policy, if purchased by the City; (b) any costs of preparation of the Title Evidence, including any abstracting fees and fees for standard searches with respect to the Donor and the Property; (c) any state deed tax and conservation fee with respect to the warranty deed; (d) its own legal fees associated with this transaction; (e) all other recording fees; fees of any soil tests, environmental assessments, inspection reports, or other tests or reports ordered by the City in

connection with its acquisition of the Donated Property; and (f) the closing fees charged by the title company or closer.

11. AS-IS Transfer. Notwithstanding anything contained in this Agreement to the contrary, the City will examine the Donated Property and all matters affecting or relating to the transaction contemplated by this Agreement as the City deems necessary. In entering into this Agreement, the City has not been induced by and has not relied upon any written or oral representations, warranties or statements, whether express or implied, made by the Donor or any affiliate, agent, employee or other representative of the Donor or by any broker or any other person representing or purporting to represent the Donor with respect to the Donated Property, its condition, or any other matter affecting or relating to the transaction contemplated hereby, other than those expressly set forth in this Agreement. The City acknowledges and agrees, except that as expressly set forth in this Agreement, that Donor makes no representations or warranties whatsoever, whether express or implied or arising by operation of law, with respect to the Donated Property or its condition. The City agrees that the Donated Property will be sold and conveyed to, and accepted by, the City at the Closing in its then-existing condition, as-is where-is, with all faults, and without any written or verbal representations or warranties whatsoever, whether express or implied or arising by operation of law, other than as expressly set forth in the Agreement. The City acknowledges that it has knowledge and expertise in financial and business matters that enable the City to evaluate the merits and risks of the Donated Property and the transaction contemplated by this Agreement.

12. Donor's Warranties. The Donor has the legal capacity and is authorized to enter into this Agreement. The Donor warrants that there has been no labor or material furnished to the Property for which payment has not been made. The Donor agrees not to place any liens or encumbrances on the Property after the date of execution of this Agreement. The Donor warrants that there are no known tenants or third parties entitled to possession of all or any portion of the Property and there are no leases, oral or written affecting all or any portion of the Property. The Donor has not filed, voluntarily, or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against the Donor within the last year. These representations shall survive Closing for a period of six months.

13. Broker Commissions. The City and the Donor represent and warrant to each other that there is no real estate agent or broker involved in this transaction with whom either has negotiated, or to whom either has agreed to pay any agent or broker commission or fees. Each party agrees to defend, indemnify, and hold harmless the other for any and all claims for any agent or brokerage commissions or fees in connection with negotiations for conveyance of the Property arising out of any alleged agreement or commitment or negotiation by the indemnifying party.

14. No Merger or Representations, Warranties. The representations and warranties contained in this Agreement will not be merged into any instrument or conveyance delivered at the Closing, and the parties shall be bound accordingly.

15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any amendment hereto shall not be effective unless in writing and executed by both parties or their respective successors or assigns.

16. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

17. Notice. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

a. If to the City: City of Pipestone
119 2nd Ave. SW
Pipestone, MN 56164
Attn: City Administrator

with a copy to: Town Law Center PLLP
1250 Wayzata Boulevard E, Unit #1065
Wayzata, MN 55391

b. If to the Donor: Robert H. Meinders

or such other address as either party may give to another party in accordance with this Section.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

19. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

21. Independent Review. The Donor warrants to the City that he has undertaken an independent review of the transaction contemplated herein, and has, to the extent necessary, engaged the services of professional advisors to determine the availability of any tax benefits which may be realized upon completion of this transaction. The City makes no warranties about any tax benefit which may be received, and the Donor hereby waives any claims against the City related to any such benefits which may or may not be realized upon completion of this transaction. Notwithstanding the foregoing, upon request, the City agrees to acknowledge, in writing on all relevant tax forms, the Donor's donation to the City and the value thereof as provided in Section 3 hereof.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]



H:\PIPESTON_CI_MIN\25X137543000\CAD\C3D\FIG-137543-Veterans Memorial.dwg 3/3/2025 8:36:28 AM

3. A detailed description of the exact area of the parcel subject to the DNR easement.

A copy of the county board resolution recommending the granting of the easement to the DNR must be enclosed with the application letter. The application letter and the copy of the resolution must be mailed to the Property Tax Division of the Department of Revenue. After reviewing the application materials, the Property Tax Division may prepare a statement easement deed and mail it to the county auditor. The county auditor must have the state easement deed recorded in the county recorder’s office before forwarding it to the DNR.

For more information about the easements, please use the following contacts:

Minnesota Department of Revenue State Deeds
 651-556-6085
state.deeds.mdor@state.mn.us

Department of Natural Resources
 Division of Lands and Minerals
 651-259-5959

Government Acquisition: Request

Written Request by a Governmental Subdivision

After it has been classified, approved for sale, and appraised, any parcel of tax-forfeited land may be acquired by a [governmental subdivision](#). A governmental subdivision requests a purchase or other acquisition of a forfeited parcel by filing a written request with the county auditor to withhold the parcel from sale or lease to others. These procedures also apply to town boards, governing bodies of municipalities, parks and recreation boards in cities of the first class, and state agencies ([Minnesota Statutes 282.01](#)).

Upon written request from a governmental subdivision, a parcel of unsold tax-forfeited land is withheld from sale or lease to other for up to six month. The county auditor confirms the starting date of the six-month withholding period to the requesting agency or subdivision. The governmental subdivision must pay the maintenance costs incurred by the county during the period the parcel is withheld. If the county conveys or sells the parcel to another party after the application is received and before the six-month period expires, the conveyance or sale must be canceled.

The governmental subdivision may acquire the parcel in one of three ways:

1. Acquire the parcel for free and implement an [authorized public use](#) on the parcel;
2. Pay [market value](#) and use the parcel for an authorized public purpose; or

3. **Pay less than market value to correct blight or implement affordable housing.**

Sale or conveyance of the property to the governmental subdivision terminates the withholding period.

If no governmental subdivision submits an application requesting to withhold the property from sale or lease to others, the county may offer the property for sale to the public. The county may reject a request for withholding tax-forfeited property if it is made more than 30 days after the county notified the requesting [state agency](#) or governmental subdivision of its intent to sell or otherwise dispose of the property. A governmental subdivision may not make a second request for withholding a tax-forfeited parcel if it made a request for that same parcel in the past 18 months.

 **NOTE**
The difference between an “authorized public use” and an “authorized public purpose” is defined in the glossary.

Rationale for Government Acquisition

At first glance, it appears that governmental acquisition of tax-forfeited land does not serve the public interest. When a governmental subdivision exercises this option, the parcel of tax-forfeited land is removed from the property tax rolls because of the government exemption. As a result, the parcel does not generate its fair share of property taxes for its taxing districts. The owners of the other parcels in the taxing districts may have to pay higher taxes.

The problem is alleviated by requiring the governmental subdivision or state agency to use the parcel for an authorized public use or [purpose](#). The reasoning is that the general public benefits as much or more from the governmental use or purpose of the parcel as it would have from the parcel being on the tax rolls.

In order to justify the rationale, a governmental subdivision should carefully review its proposed public use or purpose before requesting to acquire a parcel of tax-forfeited land. The county board must also carefully review each proposed public use or purpose before approving any conveyance or sale.

Governmental Subdivision Rights and Entitlements after Forfeiture

A governmental subdivision that has tax-forfeited property within its boundaries does not have an automatic right to acquire the property. The rights and entitlements of a governmental subdivision relating to tax-forfeited property are:

1. The governmental subdivision may require the county board to refrain from selling or leasing the property to anyone else for up to six months; and
2. The governmental subdivision may submit requests to the county board that the board approve a conveyance of the property to it.

These rights and entitlements are not exclusive to the city or township where the tax-forfeited parcel is located; any other local unit of government or state agency has these rights ([Minnesota Statutes 282.01](#)).

County Board Decision: Two or More Requests

It is possible for more than one governmental subdivision to submit an application for the same parcel of tax-forfeited land. When this happens, the county board must decide which application, if any, to accept. The county board may delegate to the county auditor the responsibility of reviewing the applications and recommending which one to accept.

The county board’s decision should be based on the public interest. The parcel should be conveyed to the governmental subdivision that will put the land to the best public use. The “best public use” must be defined by the county board.

This decision-making process should also be followed when a parcel of tax-forfeited land is requested by a governmental subdivision at the same time that a party with the legal right to repurchase requests to repurchase the parcel.

Government Acquisition: Purchasing

A [governmental subdivision](#) may acquire tax-forfeited land by purchasing the land for any “public purpose.” Depending on the circumstances, the land can be sold at either [market value](#) or less than market value.

A “sale” to a [state agency](#) is called a “release from trust” since the state already holds the tax-forfeited land in trust for the local units of government. The sale to a governmental subdivision or state agency does not have to be approved by the Department of Revenue ([Minnesota Statutes 282.01](#)).

The proceeds of any sale of tax-forfeited land to a governmental subdivision or state agency are deposited in the forfeited tax sale fund.

Market Value Sale

The county board may sell nonconservation tax-forfeited lands for their market value to an organized or incorporated government subdivision of the state or a state agency for any public purpose or [authorized use](#) for which the governmental subdivision or state agency may acquire property ([Minnesota Statutes 282.01](#)). The sale releases the property from the trust in favor of the taxing districts. The market value of the land is determined by the county board. The governmental subdivision or state agency must apply to the county board for such a sale.

Sales for Less than Market Value

Correcting Blight and Creating Affordable Housing

Nonconservation tax-forfeited lands may be sold by the county board to an organized or incorporated governmental subdivision of the state or a state agency for less than market value if ([Minnesota Statutes 282.01](#)):

1. The county board determines that a reduced price is necessary to incentivize a governmental subdivision or state agency to correct blight or create affordable housing; and

214 2nd Ave. SE.

General			
Receipt #	6749	Name	NIFFENEGGER/MARK A
Class #1	204 1 TO 3 UNIT DWELLING		
Homestead	0 NON HOMESTEAD	MP#	18-645-1800
Cho-HS	99		
Class #2		Homestead	
Class #3		Homestead	

Market/Tax					
Estimated Market	11200	Rate (117.82700)	0.17982	Gross Tax	184.90
Taxable Market	11200	County	42.25	Std/HACA/Cr	0.00
New	0	Twp/City	109.39	Spec Asmt	1,015.10
Improvements		State	0.00	Net Tx Due	1,200.00
TC Total	140	Sch Voter	16.78		
TC Hstd	0	Sch Other	16.33	Tax AB/Adds	0.00
TC Non Hstd	140	County Wide	0.15	S.A. AB/Adds	0.00
TC H G Hstd	0	Tax Incr	0	Adjusted Net	1,200.00
TC QTA	0				
		Total Receipts	0.00		
TC State	0	Remaining Due	1,200.00		
Hstd Credit	0.00				
Ag Credit	0.00				
Other Credit	0.00	City	0.00	MAY 15	600.00
		Sch Ref-Info	20.14	OCTOBER 15	600.00
		Extra C.W.	0.00		
QTA Tax Amt	0.00	Non Sch Ref	0		



410 5th St. S.E.

As of
: 5/23/2025

Parcel Number: 18-760-0050

Payable Year: 2025

General Info | Tax Info | Current Receipts | Special Asmts | Unpaid Tax | History

General			
Receipt #	7547	Name	HELLWINCKEL/JAMES
Class #1	201 RESIDENTIAL\SINGLE UNIT	MP#	18-760-0050
Homestead	0 NON HOMESTEAD		
Cho-HS	99		
Class #2		Homestead	
Class #3		Homestead	

Market/Tax					
Estimated Market	18500	Rate (117.82700)	0.17982	Gross Tax	250.58
Taxable Market	18500	County	55.42	Std/HACA/Cr	0.00
New	0	Twp/City	144.55	Spec Asmt	1,213.42
Improvements		State	0.00	Net Tx Due	1,464.00
TC Total	185	Sch Voter	24.77		
TC Hstd	0	Sch Other	25.64	Tax AB/Adds	0.00
TC Non Hstd	185	County Wide	0.20	S.A. AB/Adds	0.00
TC H G Hstd	0	Tax Incr	0	Adjusted Net	1,464.00
TC QTA	0				
		Total Receipts	0.00		
TC State	0	Remaining	1,464.00		
		Due			
Hstd Credit	0.00				
Ag Credit	0.00				
Other Credit	0.00	City	0.00	MAY 15	732.00
		Sch Ref-Info	33.27	OCTOBER 15	732.00
		Extra C.W.	0.00		
QTA Tax Amt	0.00	Non Sch Ref	0		



308 4th Ave. S.W.

Default Timeout is: 120
 As of
 : 5/22/2025

Parcel Number: 18-380-1000

Payable Year: 2025

General Info | Tax Info | Current Receipts | Special Asmts | Unpaid Tax | History

General			
Receipt #	6273	Name	LINDQUIST/KRISTIE L & JASON M
Class #1	201 RESIDENTIALSINGLE UNIT		
Homestead	1 FULL HOMESTEAD	MP#	18-380-1000
Cho-HS	0		
Class #2		Homestead	
Class #3		Homestead	

Market/Tax					
Estimated Market	40100	Rate (117.82700)	0.17982	Gross Tax	356.00
Taxable Market	24060	County	73.00	Std/HACA/Cr	0.00
New	0	Twp/City	188.30	Spec Asmt	44.00
Improvements		State	0.00	Net Tx Due	400.00
TC Total	241	Sch Voter	43.48		
TC Hstd	241	Sch Other	50.96	Tax AB/Adds	0.00
TC Non Hstd	0	County Wide	0.26	S.A. AB/Adds	0.00
TC H G Hstd	0	Tax Incr	0	Adjusted Net	400.00
TC QTA	241				
TC State	0			Total Receipts	0.00
				Remaining	400.00
				Due	
Hstd Credit	0.00				
Ag Credit	0.00				
Other Credit	0.00	City	0.00	MAY 15	200.00
		Sch Ref-Info	72.11	OCTOBER 15	200.00
		Extra C.W.	0.00		
QTA Tax Amt	356.00	Non Sch Ref	0		



816 West Main

As of
: 5/23/2025

Parcel Number: 18-400-0390

Payable Year: 2025

General Info | Tax Info | Current Receipts | Special Asmts | Unpaid Tax | History

General			
Receipt #	6337	Name	BENDT/LYLE
Class #1	201 RESIDENTIAL\ SINGLE UNIT	MP#	18-400-0390
Homestead	0 NON HOMESTEAD		
Cho-HS	99		
Class #2		Homestead	
Class #3		Homestead	

Market/Tax					
Estimated Market	18000	Rate (117.82700)	0.17982	Gross Tax	245.10
Taxable Market	18000	County	55.22	Std/HACA/Cr	0.00
New	0	Twp/City	140.64	Spec Asmt	1,240.90
Improvements		State	0.00	Net Tx Due	1,486.00
TC Total	180	Sch Voter	24.10		
TC Hstd	0	Sch Other	24.95	Tax AB/Adds	0.00
TC Non Hstd	180	County Wide	0.19	S.A. AB/Adds	0.00
TC H G Hstd	0	Tax Incr	0	Adjusted Net	1,486.00
TC QTA	0				
		Total Receipts	0.00		
TC State	0	Remaining	1,486.00		
		Due			
Hstd Credit	0.00				
Ag Credit	0.00				
Other Credit	0.00	City	0.00	MAY 15	743.00
		Sch Ref-Info	32.37	OCTOBER 15	743.00
		Extra C.W.	0.00		
QTA Tax Amt	0.00	Non Sch Ref	0		





**UTILITY COMMITTEE
SPECIAL MEETING MINUTES
MAY 28, 2025**

A special meeting of the Utility Committee was held on May 28, 2025 at 10:30 a.m. Members present: Mayor Dan Delaney, Councilmember Scott Swanson, Public Works Director Mike Bloemendaal, Water/Wastewater Superintendent Joel Adelman, Assistant City Administrator/City Clerk Stephanie LaBrune, City Engineer Travis Winter and City Administrator Deb Nelson. Others present: John Graupman, Principal Environmental Engineer with Bolton & Menk.

Mayor Delaney stated the purpose of the special meeting was to discuss possible membership with Dakota Mainstem Regional Water System.

John Graupman, Principal Environmental Engineer with Bolton & Menk, stated that in 2021, South Dakota leaders began discussions on the state’s water future, recognizing the need for sustainable solutions. From these discussions, in 2023 Dakota Mainstem Regional Water System was created to address the water challenges through utilizing the Missouri River and other water resources. They initially started with 29 members but have now grown to over 50+ across four states.

Water/Wastewater Superintendent Adelman shared that although there is adequate water supply now, there are still challenges in finding adequate groundwater in the rock. Pipestone is made up of unique rock formations throughout the city which create challenges in finding the right fractures in the rock or vein to pick up water. That, along with the number of our aging wells, the continued growth of Pipestone and the possibility of Lincoln Pipestone Rural Water purchasing water from the City, it was felt that we should begin exploring long-term strategies to ensure the continued delivery of safe, clean, reliable water to Pipestone. A result of that research, the City could consider possible membership with Dakota Mainstem Regional Water System (DMRWS). Approximate annual cost of membership for the City would be \$4,025.00 with a maximum cap set at \$10,000.00. Participation in DMRWS could be beneficial if our goal is to ensure long-term water viability and resilience for Pipestone.

To become a member, we would need to fill out an application to be presented to the DMRWS Board of Directors for formal acceptance. If approved, the City would become a member and then be eligible to appoint a representative to serve on their board, which meets three times annually, in addition to their annual meeting. The next meeting of the Board is scheduled for late June 2025 so the application would need to be submitted to DMRWS no later than mid-June to be able to make the next meeting.

In looking at the Dakota Mainstem website, Minnesota cities include Luverne and Worthington who are already members of the Lewis & Clark Water System along with multiple cities and counties in South Dakota and Iowa and Lincoln Pipestone Rural Water. Most cities that are members of Dakota Mainstem are also members of Lewis & Clark.

It is the consensus of the Committee to recommend the City Council approve the application for membership to Dakota Mainstem Regional Water System at the June 2nd meeting.

ADJOURNMENT

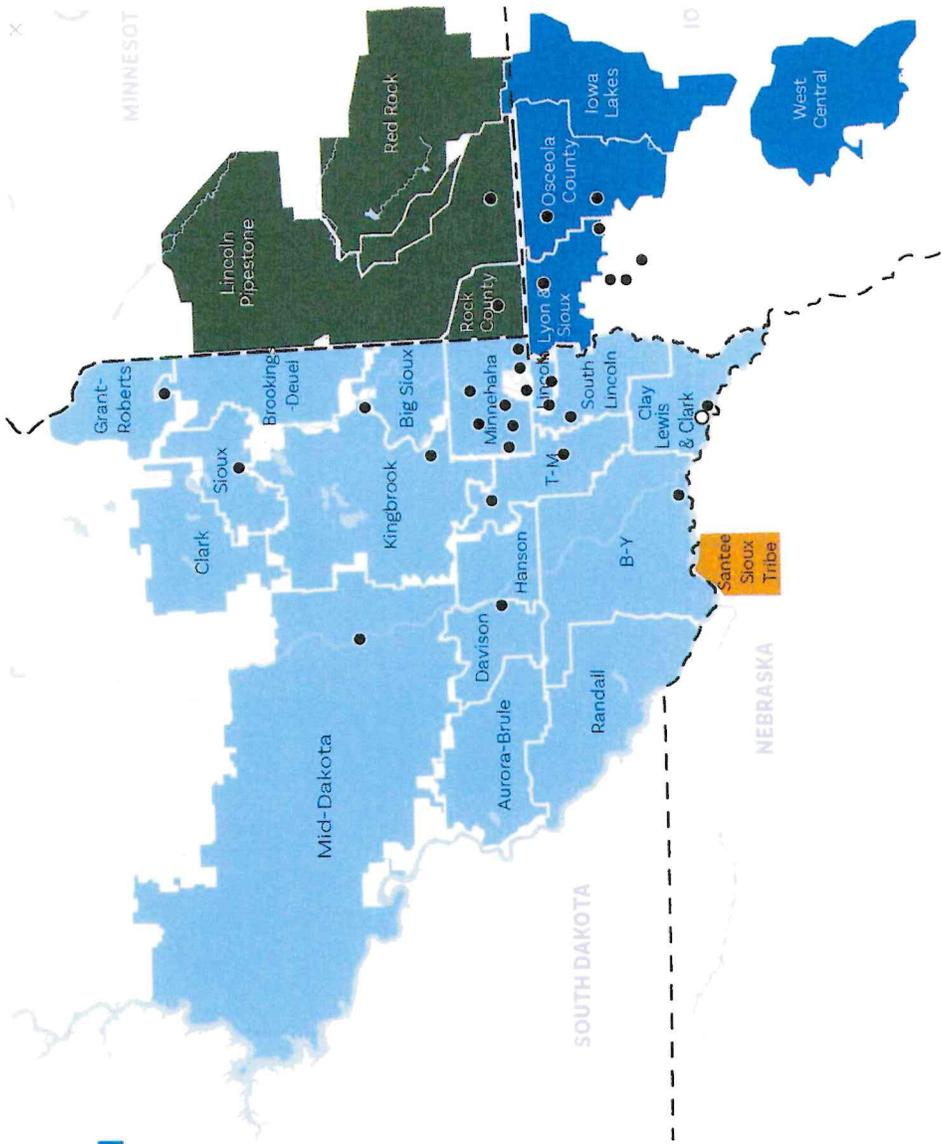
Motion was made by Delaney, seconded by Swanson and unanimously carried to adjourn the meeting at 11:30 a.m.

Deb Nelson
City Administrator



● Municipalities

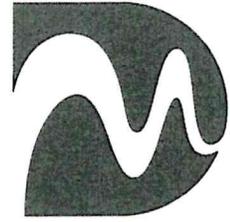
- South Dakota**
 - Brandon
 - Brookings
 - Colton
 - Crooks
 - Dell Rapids
 - Huron
 - Hartford
 - Harrisburg
 - Humboldt
 - Lennox
 - Madison
 - Milbank
 - Mitchell
 - Parker
 - Salem
 - Sioux Falls
 - Tea
 - Valley Springs
 - Vermillion
 - Watertown
 - Yankton
- Minnesota**
 - Luverne
 - Worthington
- Iowa**
 - Hull
 - Orange City
 - Sanborn
 - Sheldon
 - Sibley
 - Sioux Center
 - Rock Rapids



Dakota Mainstem

- [About Us](#)
- [Progress](#)
- [Membership](#)
- [FAQs](#)





DAKOTA MAINSTEM

REGIONAL WATER SYSTEM

MEMBERSHIP APPLICATION

Date: June 2, 2025

Name of Applicant (Individual/Organization):

City of Pipestone

Mailing Address:

Street: 119 2nd Ave SW

City: Pipestone State: MN Zip Code: 56164

Physical Address (if different from mailing address):

Street: _____

City: _____ State: _____ Zip Code: _____

Primary Contact and Prospective Board Member Information:

Name: Dan Delaney

Position (if applicable): Mayor

Phone Number: 507-215-0306 Email: ddelaney@cityofpipestone.com

Alternate Contact and Prospective Alternate Board Member Information:

Name: Joel Adelman

Position (if applicable): Water/Wastewater Superintendent

Phone Number: 507-820-1008 Email: adelman@cityofpipestone.com



Membership Type (Please select the appropriate category)

- Regional (Rural) Water System
- Municipal
- Governmental
- Other (Please specify): _____

Previous Water System Affiliation (if any):

Name of System: _____

Role/Position: _____

Duration: _____

Additional Information (Please use this space to provide any additional information or specific interests you have in the Dakota Mainstem Regional Water System):

Agreement and Signature

By signing below, I/We hereby apply for membership in the Dakota Mainstem Regional Water System. I/We agree to abide by the Articles of Incorporation, Bylaws, and rules and regulations of the Dakota Mainstem Regional Water System and to support its mission to the best of my/our ability.

Signature: _____ Date: **June 2, 2025**

Please return this completed application along with any applicable membership fees to the Dakota Mainstem Regional Water System office. If you have any questions or need further assistance, please contact us at:

Dakota Mainstem Regional Water System
PO Box 308
1100 Heritage Dr
Madison, SD 57042
(605) 204-0125

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

This Alcohol and Beverage Dispenser Agreement (“Agreement”) is hereby made and entered into by and between the City of Pipestone, a Minnesota municipal corporation (hereinafter “City”) and Stacie Bue & Grill (hereinafter “Contractor”), a Minnesota Business, on this 23 day of May 2025.

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

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

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

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

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

Stacie Bue & Grill [Company]
217 Main St [Address]
PO Box 12 [Address] Woodstock Min 56180
Business Ph: 36
Cell Phone: [REDACTED] [Individual]

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

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

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

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

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

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

Limits

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

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

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

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

18. Assignment and Subcontracting. The Contractor shall not assign, transfer or subcontract any interest in this Agreement or attempt to assign, transfer or subcontract any claims for money due under this Agreement without prior notification and approval of the City.

19. Default by Contractor. Unless excused by City’s default, the occurrence of an uncontrollable circumstance, or City issuing a written waiver of default, each of the following shall constitute default on part of the Contractor:

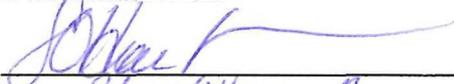
(a) The written admission by the Contractor that it is bankrupt; or filing by Contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) days;

(b) The making of any arrangement with or for the benefit of Contractor’s creditors involving an assignment to a trustee, receiver or similar fiduciary;

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

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

CONTRACTOR


By: Staci Hoffman Burack
Its: Oaken

CITY OF PIPESTONE

By: Dan Delaney, Mayor

By: Deb Nelson, City Administrator

ATTACHMENT A

Steve's Bar & Grill (hereafter Contractor) agrees to the following supplemental Scope of Work for the provision of Alcohol and Beverage Dispenser Services at the City of Pipestone's Hiawatha Lodge.

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

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