



City Council Regular Meeting Agenda

April 20, 2026 at 6:30 PM

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

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

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

5. ****Approval of Minutes**

[A.](#) April 6, 2026 Regular Council Meeting

[B.](#) April 7, 2026 Local Board of Appeals and Equalization Meeting

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

7. **Reports**

A. Airport

B. Economic Development Authority

C. Museum

D. Housing & Redevelopment Authority

E. Senior Center

F. Chamber of Commerce

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

[A.](#) Public Hearing to Consider Cable Franchise Application

9. **Legal**

[A.](#) Ordinance No.172, Fourth Series; An Ordinance of the City of Pipestone Repealing and Replacing Section 91.07 of the City Code Regarding the Regulation of City Rights-Of-Way

10. Engineering

- [A.](#) 2nd Ave SW Bid Recommendation

11. **Financial

- A. Payment of Claims-Listing of Bills
- B. March Financial Report

12. Old Business

13. New Business

- [A.](#) Request for Council Action-Pipestone Area High School Trap Team
- [B.](#) Resolution 2026-20: A Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
- [C.](#) Resolution 2026-21: A Resolution Accepting Donations
- [D.](#) Resolution 2026-22: A Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
- [E.](#) Resolution 2026-23: A Resolution Approving Summary Publication of an Ordinance Repealing and Replacing Section 91.07 of the City Code Regarding the Regulation of City Rights-Of-Way
- F. Approval of 2026 Liquor License Renewal for Pipestone A's On-Sale 3.2% Beer License

14. Closing Comments

15. Adjournment

Pipestone, Minnesota
April 6, 2026

Pursuant to due call and notice thereof, a regular meeting of the Pipestone City Council was duly held in-person and via Zoom in the Municipal Building at 6:30 p.m. on the 6th day of April 2026. Mayor Dan Delaney called the meeting to order. Roll call was taken, and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Scott Swanson, Verdeen Colbeck and Danielle Thompson, Absent: none. Others present: Recreation Director Rober Petersen, Library Director Jody Wacker, Law Enforcement Officer Edison Dengler, Human Rights Commission President Dave Andres, Jeff Bailey, Kyle Kuphal, City Administrator Stephanie LaBrune, City Clerk Megan DeWitte, and Cable Access Coordinator Steve Moffitt. City Engineer Travis Winter and City Attorney Jason Hill both attended via Zoom.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVE AGENDA - ADDITIONS, CHANGE OR DELETIONS

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

CONSENT AGENDA

Mayor Delaney stated the Consent Agenda contains the March 16, 2026, Regular Meeting Minutes and the Payment of Claims-Listing of Bills. He then asked if there was any discussion regarding these items. No discussion was held.

Motion was made by Thompson, seconded by Colbeck and unanimously carried to approve the Consent Agenda items which consisted of the March 16, 2026, Regular Meeting Minutes and the Payment of Claims-Listing of Bills in the amount of \$576,292.21 for warrants #077130 to #077253 to be issued in payment thereof.

COMMUNITY CONCERNS

Administrator LaBrune stated that no one was signed in and no other concerns had been received.

REPORTS

- A. Law Enforcement – Officer Dengler provided a verbal report
- B. Public Works – Absent, Bloemendaal provided a written report.
- C. Utility – Absent, Adelman provided a written report.
- D. Liquor Store – Absent
- E. Recreation – Petersen provided a written and verbal report.
- F. Library – Wacker provided a verbal report.

PUBLIC HEARING, PETITIONS, AND BID OPENINGS

Bid closing concluded at 6:30pm with the online bid solicitation for the 2nd Ave SW Street Project. Engineer Winter stated that six bids had been submitted. All bids met the engineer’s base bid. Winter will analyze each bid and present a recommendation at the April 20, 2026 council meeting.

ENGINEERING

Engineer Winter provided updates on current projects and shared the status of warranty issues that have been reported to the Pickleball court and for the 2023 Street Project. Winter stated that the Safe Routes to School project will begin very soon with the warmer weather approaching.

LEGAL

Delaney introduced Ordinance 172, Fourth Series: An Ordinance of the City of Pipestone Repealing and Replacing Section 91.07 of the City Code Regarding the Regulation of City Rights-Of-Way. Delaney said council will consider this ordinance at the April 20, 2026 regular council meeting.

NEW BUSINESS**Temporary On-Sale Liquor License Application**

Mayor Delaney stated that Staff has received an application for a temporary on-sale liquor license for the American Legion Post 6. Delaney said the temporary permit would allow the Legion to serve alcoholic beverages at the Pipestone Performing Arts Center for the Selena Tribute Event on May 16, 2026.

Motion made by Swanson, seconded by Smidt, and unanimously carried to approve the temporary on-sale liquor license application for the American Legion Post 6 to serve alcoholic beverages at the Pipestone Performing Arts Center on May 16, 2026, for the Selena Tribute Event.

Schedule Public Hearing

Delaney stated that Staff has received a petition to vacate city alleys in the area of the intersection of 4th Street NW, 4th Ave NW and 5th Avenue NW. Delaney said that Staff would like to schedule a public hearing on May 4th, 2026, at 6:30pm to consider the petition.

Motion made Colbeck, seconded by Thompson, and unanimously carried to approve and schedule a Public Hearing May 4th, 2026, at 6:30pm, to consider the petition to vacate city alleys in the area of the intersection of 4th Street NW, 4th Ave NW and 5th Avenue NW.

Resolution 2026-20: A Resolution Accepting Donations

Mayor Delaney stated that a \$2,500 grant has been given to the city from the Southwest Minnesota Arts Council to fund a public visual arts planning project that Community Development Director Justin Schroyer is working on with the Community Improvement Commission to introduce more art into the community.

Motion made by Thompson, seconded by Swanson, and unanimously carried to approve the \$2,500 Southwest Minnesota Arts Council (SMAC) grant to fund a new art project into the community.

Appoint Historic Preservation Commission Member

Delaney shared that he had received an application from Rich Stangle stating interest in joining the Historic Preservation Commission. Delaney is recommending the council approve Stangle for the commission member appointment.

Motion made by Thompson, seconded by Colbeck, and unanimously carried to approve the mayor's recommendation to appoint Rich Stangle to the vacant seat on the Historic Preservation Commission.

Human Rights Commission Bylaws

Delaney reported that the Human Rights Commission has discussed and recommended that the bylaws be eliminated so that the Human Rights Commission follows the same procedure as the other commissions, which have no bylaws for their commission. Delaney then invited Andres to the podium to speak.

Dave Andres stated that the commission would like to do away with redundancy and incorporate what they want to do. Andres said that no other commission has bylaws and we just aren't sure why the Human Rights Commission needs to.

Motion made by Thompson, seconded by Colbeck and unanimously carried to eliminate the bylaws for the Human Rights Commission.

COUNCIL LIAISON REPORTS

Delaney- Delaney shared reports on the Community Improvement Commission, Law Enforcement Liaison Commission, Human Rights and Heritage Preservation Commission.

Swanson- Swanson shared that both Utility and Community Improvement Commission were canceled.

Colbeck- Colbeck shared reports on the Hiawatha Pageant Park Commission and the Law Enforcement Liaison Commission meeting.

Smidt- Smidt had no reports to share at this time.

Thompson- Thompson stated that both her commission representatives shared reports during this council meeting. Thompson had nothing to add.

CLOSED SESSION

Delaney announced that the council would like to conduct a closed session pursuant to Minnesota Statutes, section 13D.05, subd. 2(b) for preliminary considerations of allegations against the City Administrator Stephanie LaBrune.

Motion made by Delaney, seconded by Colbeck, and unanimously carried to enter in to closed session at 7:12pm.

Roll call vote was taken to re-open the meeting at 7:39pm. The vote was five in favor and zero opposed. The motion passed to re-open the meeting.

CLOSING COMMENTS

Delaney announced public reminders that sump pump hoses can be discharged outside, as well as, dog license and golf permits are due to renew all as of April 1st. Delaney also shared City Clean Up Week is scheduled for May 4th-8th.

ADJOURNMENT

Motion made by Swanson, seconded by Thompson, and unanimously carried to adjourn the meeting at 7:45pm.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

Pipestone, Minnesota
April 7, 2026

Pursuant to due call and notice thereof, a Special Meeting of the Pipestone City Council was duly held in the Municipal Building at 7:00 p.m. on the 7th day of April 2026. Mayor Dan Delaney called the meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Verdeen Colbeck, Danielle Thompson, Scott Swanson. Absent: None Others present: City Assessor Jean Nelson, Pipestone County Junior Appraiser Alexis DeGroot, City Assessors Erik Skogquist, City Assessor Chris Baumberger, Cable Access Coordinator Steve Moffitt, City Administrator Stephanie LaBrune, City Clerk Megan DeWitte, Kyle Kuphal and Mark Robinson.

Mayor Delaney explained the purpose of the special meeting is to conduct the Board of Appeal and Equalization meeting.

Members Delaney, Smidt, Colbeck, and Thompson then signed the Local Board of Appeals and Equalization certification form certifying that they have taken the required training, are participating in the meeting, and will take no action if they have a conflict of interest with any property or owner being discussed.

Assessor Erick Skogquist provided an informational introduction to the council and those in attendance describing how the assessors determine values and the percentage ranges that property valuations need to represent in order to be in compliance with the State Statutes.

Delaney asked if the board had any questions. No questions were raised, so Delaney invited guests to the podium to speak.

Mark Robinson owner of 512 8th Ave SW stated that he would like a review of his property valuation due to it being a 26% increase from last year. Robinson feels that it is very excessive for a one-year increase.

Skogquist stated that Robinson's style of house is unique and the value increased based on neighborhood and style. The "shouse" style house is more of an urban style with a garage space that is bigger than the living space, so, trying to find the correct value can be difficult when trying to find comparable homes.

Baumberger mentioned the value for Mr. Robinson's house would be approximately \$87 per square foot and they classified it at a lower grade of a four to five so they were being conservative for it being a two-bedroom, one bath dwelling.

Robinson stated that his biggest concern is the one-year jump, not the overall value of his property.

Skogquist stated that downtown spaces have increased the past couple years exponentially as well. The industrial districts have increased by around 15-20% and that building costs for shops and industrial spaces have gone up, so that also plays a factor in determining the value towards a "shouse" type structure also. Skogquist said his recommendation is no change tonight and then to investigate and review Robinson's property.

Baumberger shared that there have been two appeals received by email from Diane Kocourek and Brittney Rustad. The Kocourek property has written in for multiple years but it's just hard to compare due to it being one of the top properties within the City. It only increased about 12.8% which is the same as the property that just sold a couple houses down from the Kocourek property for John and Sharron Houselog just about \$504,000. Brittney Rustad sent in some pictures that Baumberger would like to follow up on to investigate the craftsmanship of the addition to the property. Baumberger said those cracks were not there in their previous walk through.

Skogquist made the recommendation to propose a reduction to Mike Ludoph's property at parcel number 18.303.0030. The initial value was \$583,700 and due to the location Skogquist proposes to reduce the value to \$530,400. Skogquist said that last year the value was \$462,000, which is just too much of an increase for that property.

The other property that Skogquist listed to propose a reduction for is parcel number 18.395.0300 which is the Chandler Feed property. The initial value was set a \$2,716,000 and Skogquist proposed a reduction to \$2,699,900 due to the error of a bin size. The original size listed was 60x84 and the actual size is 60x80, which would reduce the value.

Motion made by Delaney, seconded by Thompson, and unanimously carried for no change and further evaluation for Mark Robinson's property at 512 8th Ave SW.

Motion made by Thompson, seconded by Colbeck, and unanimously carried to follow the recommendation for a value reduction on parcel 18.303.0030, property belonging to Mike Ludolph from \$583,700 to \$530,400.

Motion made by Smidt, seconded by Colbeck, and unanimously carried for no change and further evaluation of 809 4th Ave SE, property belonging to Brittney Rustad.

Motion made by Swanson, seconded by Smidt, and unanimously carried to follow the recommendation of value reduction to the Chandler Feed property at parcel 18.395.0300 from \$2,716,600 to \$2,699,900.

Motion made by Colbeck, seconded by Thompson, and unanimously carried to recommend no change to parcel 18.765.0415, 903 Fairway Drive, belonging to Bruce and Diane Kocourek.

ADJOURNMENT

Motion was made by Thompson, seconded by Colbeck, and unanimously carried to adjourn the meeting at 7:38pm.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk



Midcontinent Communications Franchise Request for Pipestone

Supplemental Background Information for Franchise Discussions



April 13, 2026

City of Pipestone
c/o Stephanie Labrune
119 2nd Avenue SW
Pipestone, MN 56164

Re: Midco® Franchise Application

Dear Mayor Delaney:

Midcontinent Communications® (Midco) is seeking authorization from the City of Pipestone to construct and operate a state-of-the-art telecommunications system within city limits. Midco initiated the franchise application process for the city during our meeting on October 3rd.

Our proposed fiber network build out will provide advanced technology service offerings, including fiber internet and internet protocol television (IPTV) to Pipestone residents and businesses.

Midco is excited about the opportunity to bring our smooth and reliable fiber network technology to all of Pipestone. We look forward to working cooperatively with city leadership and are happy to respond to any questions or provide any additional information the city may require.

Please reach out to me with any inquiries you may have.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew Curley'.

Andrew Curley
Senior Director of Government Relations
Andrew.Curley@Midco.com
605.357.5835



APPLICATION ERROR! BOOKMARK NOT DEFINED.

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CITY OF PIPESTONE, MINNESOTA
REQUEST FOR PROPOSALS OFFICIAL APPLICATION FORM

Applicants interested in submitting a proposal for a cable communications franchise shall submit the following information as required by Minnesota Statutes Section 238.081, subd. 4, to the City of Pipestone, Minnesota ("City") on or before 4:30 p.m. on April 13, 2026.

- A. Plans for channel capacity, including both the total number of channels capable of being energized in the system and the number of channels to be energized immediately.

RESPONSE: Applicant uses an IPTV system. There will be approximately 350 channels initially available (some duplication between SD and HD) with an unlimited number of channel capacity.

- B. A statement of the television and radio broadcast signals for which permission to carry will be requested from the Federal Communications Commission.

RESPONSE: See Response to #1 above. Applicant has no program carriage agreements with the FCC. All programming carried has either a signed carriage or retransmission consent agreement.

- C. A description of the proposed system design and planned operation, including at least the following items:

- 1. The general area for location of antenna and headend, if known;

RESPONSE: Midco's Sioux Falls, SD headend will feed the Pipestone system.

- 2. The schedule for activating cable and two-way capacity;

RESPONSE: Two-way activation, to those locations requiring it, will be activated contemporaneously with the system activation.

- 3. The type of automated services to be provided;

RESPONSE: Midco hires local CX Professionals within our footprint and service area. We do not utilize outsourced vendors or offshore support. Midco provides support through various channels, including web chat, social media platforms, and SMS. Our main support channel is the IVR which is available 24x7/365, where the average wait time is under 30 seconds. We also offer a variety of self-service options through midco.com/myaccount and our digital and IVR channels. Each automated self-service option is designed to be used by the preference of the



customer, and all have a path to a CX Professional to assist if the solution is not achieved through the self-service path.

- 4. The number of channels and services to be made available for access cable broadcasting; and

RESPONSE: Applicant will provide at least three specially designated channels for use by the public, local educational authorities, and the government, consistent with the terms of the incumbent franchise agreement.

- 5. The schedule of charges for facilities and staff assistance for access cable broadcasting.

RESPONSE: There is no charge for our standard customer care services including troubleshooting via the telephone, online chat, or an on-site technician, if necessary. As our video product is IPTV based and delivered via wi-fi, there is no need for cable outlets such as for traditional video receivers.

- D. Terms and conditions under which particular service is to be provided to governmental and educational entities.

RESPONSE: Applicant is willing to provide “in-kind” services consistent with the incumbent franchise agreements.

- E. A schedule of proposed rates in relation to the services to be provided and a proposed policy regarding unusual or difficult connection of services.

RESPONSE: See Exhibit B for current rate card. Applicant will commit to non-standard installation definitions and construction cost-sharing consistent with the incumbent franchise agreement (e.g. drops in excess of 500 feet).

- F. A time schedule for construction of the entire system with the time sequence for wiring the various parts of the area requested to be served.

RESPONSE: Applicant will provide City staff with construction schedules throughout the construction process. A publicly available map of the construction phasing will also be made available online. Applicant’s current schedule calls for the bulk of construction to take place in 2026.

- G. A statement indicating the applicant’s qualifications and experience in the cable communications field, if any.

RESPONSE: See attached Booklet



- H. An identification of the municipalities in which the applicant either owns or operates a cable communications system, directly or indirectly, or has outstanding franchises for which no system has been built.

RESPONSE: Applicant has 166 active video franchises in Minnesota. Janesville is the most recently enacted with construction planned in 2026. The closest geographically are:

- City of Adrian – Sarah Lenz, City Clerk, 507-483-2849
- City of Canby – Bonnie Merritt, City Administrator, 507-223-7295

- I. Plans for financing the proposed system, which must indicate every significant anticipated source of capital and significant limitations or conditions with respect to the availability of the indicated sources of capital.

RESPONSE: Applicant will be utilizing its existing private capital for the proposed system.

- J. A statement of ownership detailing the corporate organization of the applicant, if any, including the names and addresses of officers and directors and the number of shares held by each officer or director, and intercompany relationship, including the parent, subsidiary or affiliated company.

RESPONSE: See Exhibit D

- K. A notation and explanation of omissions or other variations with respect to the requirements of the proposal.

RESPONSE: N/A

Substantive amendments may be made to a proposal after a proposal has been submitted only upon approval of the City and before the award of a franchise. All proposals must be notarized and must include responses to the above information requests, as well as the information requested in the Notice by the City of Its Intent to Franchise a Cable Communications System, available from the City upon request. The City reserves its right to request additional information of any applicant at any time during this process.

Pursuant to Minnesota Statutes Section 238.081, subd. 8, applicants are required to reimburse the City for all necessary costs of processing a cable communications franchise. Each application shall include an application fee of Twenty Thousand and No/100 Dollars (\$20,000.00) in the form of a check made payable to the City of Pipestone, Minnesota. Any unused portion of the application fee shall be returned to the applicant and any additional fees required to process the application and cable communications franchise beyond the application fee, shall be assessed to the applicant as a condition in any franchise adopted by the City.



Experience & Capabilities

About Midco

Founded in 1931, Midco is a telecommunications leader redefining connectivity. We maintain market leadership by providing exceptional customer experiences using the region’s most reliable owned and operated fiber network spanning over 21,000 miles. We deliver high-capacity, high-quality network and communications services to more than 1 million residential and business locations – while growing our footprint and futureproofing our connections at scale.

Midco’s vision is clear: to empower, inspire and innovate for the people of the Midwest. We create innovative solutions that fit our customers’ needs. We empower small businesses to look beyond their current reach. We inspire communities through grants from the Midco Foundation, as well as local sponsorships and employee volunteering. We believe our team members – and our company – thrive when we give back and serve our local communities.

Midco is 1,900 employees strong – located in communities large and small – with three key locations including our corporate office in Minneapolis, MN, and operations centers in West Fargo, ND, and Sioux Falls, SD.

Midco is a privately owned company driven by our mission to be the best communications company in the country for our neighbors, team members, partners and communities. Starting from small beginnings as a local theater company, Midco is now a leading provider of reliable, high-speed internet via fiber technology to nearly 500,000 business and residential customers. Our relentless pursuit of 10G technology transforms how our communities live, work and connect, bringing us closer to a more interconnected world – delivering multi-gig speeds and ensuring advanced, high-speed internet access for all.





Services

Innovation, reliability and local service. From scalable internet to flexible phone solutions, we specialize in exceeding expectations with extraordinary, user-friendly technology.

Midco Home™

- Internet
- TV
- Phone

Midco Business®

- Internet
- TV
- Phone/Voice
- Advertising
- Networking
- Data Center

Midco Properties®

- Internet
- TV

We are the top provider of reliable, high-speed internet via fiber and fixed wireless technology in the areas we serve, but don't just take our word for it. Ookla, a renowned authority in internet speed and reliability, has given Midco a major distinction in 2024 – with specific nods to Midco speeds, low latency and internet consistency in communities throughout our five-state footprint. Primary callouts include providing the fastest internet speeds in many of our major markets.

We also deliver TV services including Midco Sports and Midco Sports Plus, data center and advertising services, plus wholesale networking solutions.

Midco Fiber Network

Midco owns, operates and maintains more than 21,000 miles of core network fiber within a five-state area. The Midco Fiber Network is path-diverse – and designed and supported to maintain a 99.999% availability rate at its core. As shown in **Exhibit A – Midco Network Map**, our network is well connected to the world, with interconnect and peering arrangements with national, regional and local providers.

Our fiber network penetrates deep into our communities via fiber-to-the-home (FTTH) or premises (FTTP). This network architecture provides a high-bandwidth, cost-effective, efficient and flexible connectivity with a stable connection. All Midco products and services are managed and distributed via the FTTP network, which is then aggregated and routed via the core network.

We continuously augment our network to provide the necessary capacity to achieve the performance guaranties in our service level agreements for business and government fiber customers. These enhancements occur in 100 Gbps increments, and our current capacity is scalable to 8 terabits per second to meet future needs.



Midco’s fiber network is also MEF (Metro Ethernet Forum) 3.0 Carrier Ethernet (CE) certified to better support our business partners with dependable services. The MEF 3.0 CE Certification is the industry’s highest standard for performance.

Fiber Forward Investment

In 2021, we initiated Fiber Forward[®], a \$500 million investment to grow and enhance our fiber network and bring multi-gig symmetrical speeds to our markets. This is in addition to more than \$200 million in investments Midco has made on network infrastructure upgrades to enhance internet, television and competitive voice services for customers since 2010. We are making steady progress toward expanding and evolving our network to remain positioned ahead of consumer needs and maintaining our network long-term.

Fiber Forward means:

- Improved network reliability
- Reduced maintenance, truck rolls, and customer calls
- A path forward to multi-gig symmetrical speeds
- Even lower latency and jitter

In 2026, Midco’s focus will be to provide ubiquitous network and service offerings by going “Beyond Gig” for our customers. This means we will be going beyond 1 Gig service and deliver multi-gig speeds to business, residential and multi-dwelling unit (MDU) Midco customers throughout a five-state service footprint.

Customer Support

Our customer support and field teams are dedicated to swift, first-time-right problem resolutions. This customer-centric approach ensures that everyone receives efficient and personalized support tailored to their unique problem while enhancing operational uptime and overall satisfaction.

Midco provides 24/7 support via phone, and we also offer contact options through live, secure chat and social media. Both residential and business customers have access to our robust self-help website and tutorials. For residential customers, we offer flexible appointments in 15-minute windows, making it easy to find a time that works for busy schedules.

Local engineering staff will care for the Pipestone network and facilities day-to-day, as well as any construction needed post-buildout. Midco has field operations centers throughout our footprint and maintains warehouse stock in 21 locations in order to respond quickly should a network issue occur.

Our Sioux Falls office houses the Midco Network Operations Center (NOC), which monitors the network 24/7. This team of experts works closely with field and engineering staff on our network node health



maintenance program. We have a strong emphasis on proactive network maintenance and augmentation to stay ahead of customer growth, demands and needs.

Community Involvement

Ambitious, imaginative and positive are just some of the qualities we're proud to live up to at Midco. We're dedicated to inspiring the people of the Midwest – including in the ways we get involved where it matters. Whether it's fighting food insecurity, supporting programs for kids, or investing in art, music, education and family services, we're doing our part to give back to the communities we call home.

How we give back:

- Sponsorships and naming rights: Midco sponsors more than 175 organizations, programs and events across the Midco service area.
- Events: We are a part of more than 100 events each year.
- Public service announcements: Around one-fourth of Midco's ad inventory is gifted PSAs – a \$14 million value in 2021 alone.
- Midco Foundation grants: Each grant ranges from \$1,000 to \$5,000 and helps local organizations make a lasting impact in their communities.
- Public Wi-Fi: Temporary and permanent public Wi-Fi is provided for free during community events at local gathering places.
- United Way: Midco provides corporate sponsorships to eight local United Way chapters across our footprint.
- ACTS: This Midco program empowers team members to get involved in their community. Every Midco employee receives eight hours of Volunteer Paid Time Off to be used at an ACTS event.



Our People

Leadership: Senior Executive Team

Pat McAdaragh | Chair & CEO

Pat McAdaragh has been actively involved with all aspects of Midco since 1981 and has held several key positions within the company, including Chief Operating Officer, Director of Treasury Operations and Corporate Controller. He has been instrumental in transforming Midco into a regional communications company that connects more than 400 communities with a fiber-optic network spanning 15,000 miles. Midco currently serves more than 500,000 homes and businesses in Kansas, Minnesota, North Dakota, South Dakota and Wisconsin. Pat received a bachelor's degree in accounting from Augustana University in Sioux Falls, where he serves as the Chair on the Board of Trustees. He is also Chair of NCTA, the Internet & Television Association, and serves on the Boards of CableLabs and C-SPAN.

Steve Grosser | Vice Chair & EVP

Steve Grosser joined Midco in 1990 as Controller and in 2001 became Chief Financial Officer before transitioning to his current role as Vice Chair and Executive Vice President. During his time at Midco, Steve has been involved in all holdings including internet, cable and phone – plus past businesses focusing on theatres, radio, broadcast TV, satellite teleport and video rental. Prior to joining Midco, he worked at Grant Thornton LLP in Minneapolis and is a CPA. Steve and his late wife, Liv, founded Bien Aimé Farm which offers equine-assisted learning as well as other support services to adoptive families. A native of Cokato, MN, Steve earned a bachelor's degree in accounting from St. Cloud State University.

Scott Anderson | EVP & MMI Board Secretary

Scott Anderson joined Midco in 2012 after previously representing the company as outside counsel for 19 years, assisting primarily with mergers and acquisitions, contract negotiations and general corporate matters. He worked in the management information systems division of a national accounting firm, prior to earning his law degree. During his time at Midco, Scott was responsible for legal, government relations and regulatory finance functions at the company. He earned a bachelor's in economics and business administration from Augustana University, an MBA from Southern Methodist University and his JD from the University of Minnesota. He has served on the boards of several non-profit organizations and currently serves on the Board of Directors of Midcontinent Media, Inc., Midco's parent company.

Ben Dold | Chief Operating Officer & President

Ben Dold leads the operations function for Midco which includes the Field Operations, Construction, Supply Chain, Business Operations, Customer Care, Sales, Marketing and Strategy & Growth teams. In his role, Ben is focused on providing a great customer experience and helping the organization achieve its mission to be the best communications company in the country for its customers, team members, business partners and communities. Prior to joining Midco in 2010, Ben worked in corporate finance and strategy



in the CPG and distribution industries. Ben earned an MBA from St. Cloud State University and a bachelor's degree in economics from St. John's University. In 2015, he was named to Prairie Business Magazine's top 40 under 40. Ben is a graduate of the Leadership Sioux Falls program and serves on the board of the St. Francis House, a homeless shelter in Sioux Falls.

Kent Johnson | Chief Financial Officer

Kent Johnson oversees all finance functions, including accounting, budgeting, financial planning and analysis, audit, billing, treasury, financial analytics, taxes, facilities and risk management at Midco. Prior to joining the company in 2009, he served in controller roles at a building materials company and in the financial software industry, as well as an auditor at an accounting firm. Kent earned his associate degree from Waldorf College and his bachelor's in accounting from Minnesota State University in Mankato. A sports enthusiast, Kent has been a long-time youth football coach.

Ann McGlennen | Chief Human Resources Officer

As Midco's Chief Human Resources Officer, Ann leads the talent acquisition, HR business partners, learning and development, employee relations, total rewards and corporate communications teams to align human resources and people strategies with long-term, enterprise-wide goals while creating an optimal work environment leading to strong business outcomes. Prior to joining Midco in 2017, Ann had a progressive 24-year career with Target Corporation, serving in a variety of human resources leadership roles in both field operations and corporate headquarters. She was a key leader who consistently delivered results by successfully aligning human resource strategies with business objectives. Ann is the Midco Foundation Board Chair, is a member and Director-At-Large for The WICT Network, serves on the C2HR – Content and Connectivity Board and is a member of SHRM. Additionally, she is also on the board of Directors for International Renaissance Festivals, Ltd. Ann graduated with honors from The American University in Washington, DC, with a bachelor's degree in urban affairs.

Leadership: Growth & Marketing

Shea McAdaragh | Senior Vice President of Strategy and Growth

Shea McAdaragh leads the strategy and growth team, focusing on capital allocation and Midco's longer-term strategies for growth and product development. Shea joined the Midco team in 2017 and brings experience from the consumer-packaged goods and agriculture industries. He earned a degree in economics from the University of Minnesota and an MBA with a focus in marketing and finance from the University of Michigan Ross School of Business. He is an advocate for the region that Midco serves, being born in Sioux Falls, growing up in Minnesota and having lived for a summer in the Fargo area.

Erin Ostler | Senior Vice President of Sales

Erin Ostler leads the business, properties and advertising sales teams, and our 13 retail Customer Experience Centers. Erin is a dynamic and accomplished sales leader who is passionate about building



high-performing teams. She specializes in fostering strategic customer partnerships in complex industries that often involve buy/sell relationships.

Erin, who joined Midco in 2015, has more than 25 years of experience in the technology industry. She spent 16 years at Sprint where she held multiple executive management roles in business, emerging and wholesale solutions groups. Prior to Sprint, she founded two successful startup technology firms specializing in expanding hospitality and business profit centers. She holds a bachelor's degree from Lawrence University in Wisconsin.

Jeannie Thurston | Senior Vice President of Marketing

Jeannie Thurston is the Vice President of Marketing at Midco, where she is a driving force in creating impactful brand awareness. Leading the way in integrated communications, marketing strategies, digital initiatives and social impact programs, she takes a customer-centric approach to fuel demand and inspire loyalty across all business units. Jeannie's diverse background in inbound sales, telecom support and creative services has given her a comprehensive understanding of Midco's operations. Jeannie holds a bachelor's degree in mass communications from South Dakota State University. She volunteers as a coach for EmBe's Girls on the Run program and Big Sioux girls' volleyball teams, is a Harrisburg Economic Development Corporation board member and past graduate of Leadership Sioux Falls and The WICT Network's Rising Leader program.

Leadership: Legal & Government Relations

Patrick McCann | Senior Vice President of Legal & General Counsel

Patrick serves as Midco's General Counsel. He is responsible for contract review, regulatory compliance, transactional work and litigation assistance, as well as representing the legal department by collaborating on project committees. Patrick joined the Midco team in 2022 after working as a Magistrate Judge for South Dakota's Unified Judicial System. Prior to the bench, Patrick served as Codington County State's Attorney. Patrick earned a bachelor's degree in political science from the University of South Dakota and a JD from Creighton University.

Andrew Curley | Sr. Director of Government Relations

Andrew Curley leads Midco's government relations team and is responsible for all government relations efforts at the local, state and federal level. He represents the company before government bodies and develops strategic, external partnerships on behalf of Midco. Prior to joining Midco in 2019, Andrew spent nearly a decade in government and political advocacy work. He has a bachelor's degree in political science from St. John's University in Collegeville, MN. Andrew is a graduate of the Leadership Sioux Falls program and is an active community leader, serving as a member of both the Minnesota and Wisconsin Cable Communications Associations' Boards, the EmBe Board, the Greater Sioux Falls Area Chamber of Commerce Issues Management Council, and the Sioux Metro Growth Alliance Member Advisory Board. In 2025, Curley was named to Prairie Business Magazine's top 40 under 40. Having



been born in Sioux Falls, raised in Grand Forks, and educated in Minnesota, he has a deep appreciation and knowledge of Midco’s regional footprint.

Leadership: Community Relations

Paige Pearson Meyer | Vice President of Corporate Communications

Paige Pearson Meyer is the company’s spokesperson and leads the corporate communications and community relations teams. She is responsible for executing internal communications, crisis communications, executive team thought leadership and sponsor partnerships throughout the company’s footprint. Paige joined the Midco team in 2016 after working as the Communications & Recruitment Manager at a medical software company. Prior to that, she was a news and sports journalist for TV stations in Sioux Falls, Green Bay and Eau Claire. Paige earned a degree in sports broadcasting from Indiana University. Paige has graduated from the Leadership Sioux Falls, Leadership South Dakota and MDA Functional Leadership programs. She serves on the Downtown Sioux Falls, Breathe Bravely and Midco Foundation boards. Paige is a mentor for the EmBe Women’s Leadership Program, an advisor to C2HR and a member of The WICT Network.

Leadership: Technical Expertise

Kalyan Boinapalli | Senior Vice President of IT

Kalyan Boinapalli joined Midco in 2008, and in 2020 was named Vice President of IT Enterprise Architecture. He champions and leads data, application and system architecture at Midco. Kalyan has nearly two decades of experience in information systems and software development and works across the company on projects focused on enhancing the customer experience. He earned a Master of Science in information systems from Dakota State University and a bachelor’s degree in computer science from St. Joseph’s College of Engineering in India. Kalyan holds several industry certifications, including ITIL Foundation Certification in IT Service Management and Microsoft and Oracle certifications.

Bill Chatwell | Senior Vice President of Technology

Bill Chatwell leads the Video, Voice, and Technology Integration teams at Midco with the overarching responsibility to innovate, design, deploy and sustain the best communications products possible for Midco customers. Bill joined the Midco team in 2006 and previously held the positions of Director of Video System, Video Systems Manager and Digital Video Engineer. Prior to Midco, he worked at Sencore Electronics for nine years in various roles including Digital Video Application Engineer. Bill also served on active duty in the U.S. Navy for six years, along with an additional 15 years in the Navy Reserve. He received his technical education from the U.S. Navy, South Dakota State University and earned an associate degree in applied management from National American University. Bill also serves



on the board of directors for the Dakota Territory chapter of the Society of Cable Telecommunications Engineers.

Cole Mack | Vice President of Field Engineering & Construction

Cole Mack is the Vice President of Field Engineering and Construction. He oversees all field engineering and construction, working closely with the other teams to ensure intellectual and practical alignment. Cole first joined Midco in 2004 as a maintenance technician in Grand Forks. He returned to Midco in 2009 when the company acquired a system in Bemidji from Charter. He has played a key role in the Network Node Health program to better focus on reliability and proactive maintenance. Mack received a degree in telecommunications from Wadena Technical College in 2002.

Steve Mattern | Senior Vice President of Field Operations

Steve Mattern manages field operations throughout Midco’s footprint, overseeing the technical operations, technical training, field ops analytics, dispatch and our plant maintenance teams. These teams are responsible for customer fulfillment, network health, outage restoration, employee development and analytics supporting strategic planning and execution. Steve is known for fresh ideas and has been instrumental in the development and mentoring of many current managers at Midco. He has been involved in several large-scale network expansion projects, network upgrades, facility projects, and strategic initiatives throughout his tenure. He joined Midco in 2002 as a field technician in Grand Forks and relocated to Fargo as a general operations manager in 2014, was promoted to Director of Field Operations in 2018, before moving into his current role in 2022. Steve holds a degree in telecommunications from Northland Community and Technical College.



Financial Qualifications

Confidential financial qualification information is provided in a separate document.



Channel Lineups

Midco anticipates offering customers in Pipestone variety of entertainment choices from our channel lineup, similar to what's currently offered in Adrian, MN. Each video package comes with TV Everywhere online streaming of networks in the respective package – as well as a host of other valuable features based on a customer's selection.

The current Adrian, MN, channel lineup follows on the next two pages. Current and interested customers can view it anytime at Midco.com/ChannelLineups.



Adrian, MN MidcoTV Channel Lineup

MidcoTV 1

3/603	KELO - CBS HD
5/605	KDLT - NBC HD
6	City Channel
7/601	KSFY - ABC HD
8/611/608	KUSD - PBS HD
9/609	KDLT-FOX HD
10	KELO WeatherNow
11/650	CVC HD
12/619	The Weather Channel HD
13/705	C-SPAN HD
14/168	Jewelry TV
16/594	City Channel HD
17/651	HSN HD
19/21	Local Channel
20/595	KLRN - Sioux Falls Public School
22	KSMN - PBS
99	EWTN
585	KTTW-TCT HD
586	KSFY-Start TV
587	KDLT - Cozi TV
590	KELO-CW HD
591/604	KELO My Network TV HD
592	KSFY - Me TV
593	KDLT/3-The 365
596	KSFY - Outlaw HD
597	PBS Works
598	PBS Create
599	PBS Kids
600	KAJN
616	KSFL-TV HD
653	CVC2 HD
654	CVC3 HD

MidcoTV 2

(Includes MidcoTV 1)

4/706	CNN HD
31/660	Lifetime HD
33/655	Food Network HD
39	TV Land
40/696	ASE HD
41/686	History HD
42/680	Animal Planet HD
43/683	Discovery HD
48/709	FOX News Channel HD
54/730	AMC HD
61/740	Comedy Central HD
63	BET
74/663	Hallmark Channel HD
123/728	BBC America HD
140/694	Realz HD
156/690	VICELAND HD
157	Bloomberg Television
619	The Weather Channel HD

MidcoTV 3

(Includes MidcoTV 1)

4/706	CNN HD
15/670	Freeform HD
23/618	NewsNation HD
24/620	ESPN HD
25/621	ESPN2 HD
26/622	Midco Sports HD
30	KSCB Christian Broadcasting
31/660	Lifetime HD
32/119/662	WE HD
33/655	Food Network HD
34/691	Travel Channel HD
35/657	HGTV HD
36/671	Disney Channel HD
37/672	Nickelodeon HD
39	TV Land
40/696	ASE HD

41/686	History HD
42/680	Animal Planet HD
43/683	Discovery HD
44/684	TLC HD
45/685	Syfy HD
46/702	truTV HD
47/704	C-SPAN2 HD
48/709	FOX News Channel HD
49/708	MS NOW HD
50/707	HLN HD
51/710	CNBC HD
54/730	AMC HD
55/698	Bravo HD
56/741	FX HD
57/742	TBS HD
58/743	USA HD
59/744	TNT HD
60/722	Paramount Network HD
61/740	Comedy Central HD
62/690	E! HD
63	BET
64/753	MTV HD
65/751	VH1 HD
67/126	Discovery Life Channel
68/632	FS1 HD
69/304/631	Outdoor Channel HD
70/125/697	OWN HD
73	Oxygen True Crime
74/663	Hallmark Channel HD
76	Univision
98/667	INSP HD
127	FETV
148/642	FX HD
152/688	National Geographic HD
160/711	FOX Business News HD
185/664	Hallmark Mystery HD
206/668	Great American Family HD
311	Tennis Channel
318/633	BTN HD
322/624	Midco Sports 2 HD
323	Midco Sports 3
340	Big Ten Network Xtra
341	Big Ten Network Xtra 2
687	Discovery Turbo
713	Newsmax HD
714	FOX Weather HD

MidcoTV 4

(Includes MidcoTV 1 and MidcoTV 3)

27/623	FanDuel Sports Network North F
101	Nick Jr.
100/673	Discovery Family Channel HD
103/674	Disney XD HD
104	Nicktoons Network
105	TeenNick
111	Disney Junior
115/661	Destination America HD
121/695	FYI HD
123/728	BBC America HD
124/719	Game Show Network HD
129/700	TV One HD
140/694	Realz HD
149/692	Smithsonian Channel HD
150/669	Investigation Discovery HD
151/662	SCIENCE HD
154	American Heroes Channel
156/690	VICELAND HD
157	Bloomberg Television
159	C-SPAN3
180/732	I-FX HD
181/661	LMN HD
182	SUNDANCETV
184	FXM

186	UP
190	TBN
191	Positiv TV
192	3ABN
201	MTV 2
202	NickMusic
203	Tr3s
204/750	CMT HD
207	MTV Classic
209	BET JAMS
210	BET Her
301/641	ESPNNews HD
305/626	NFL Network HD
307/629	NHL Network HD
310/636	Golf HD
315	Fox Sports 2
310/625	MLB Network HD
320/634	ESPN HD
638	Twins TV
639/339	FanDuel Sports Network Extra F
665	Hallmark Family HD
739	Aspire HD
752	MTV Live
854	FOX Deportes

MidcoTV Sports Pack[†]

301/641	ESPNNews HD
305	Sportsman Channel
305/626	NFL Network HD
307/629	NHL Network HD
310/636	Golf HD
314/635	CBS Sports Network HD
315	Fox Sports 2
319/625	MLB Network HD
320/634	ESPN HD

MidcoTV Sports & Variety Pro Pack[†]

(Includes MidcoTV Variety Pack)

153	Crime+Investigation
155	Military History
305	Sportsman Channel
314/635	CBS Sports Network HD
321/627	NFL RedZone HD
328	FanDuel Racing

MidcoTV Variety Pack[†]

38/675	Cartoon Network HD
53/183/731	TCM HD
107	Nick2
116/658	Magnolia Network HD
117/656	Cooking Channel HD
131	RFD-TV
205	CMT Music

Spanish Package[†]

850	TVE Internacional
851	Discovery en Espanol
852	CineLatino
854	FOX Deportes
855	CNN en Espanol
856	Disney XD en Espanol
857	Tr3s
858	History en Espanol
859	Cine Medicano
860	Canal SUR
861	EWTN Espanol
862	Telemundo
863	NBC Universo
864	ESPN Deportes

Visit Midco.com/ChannelLineups for channel updates and more.

Channels subject to change. † Subscription required. † For MidcoTV Sports Pack, MidcoTV 3 is required. For MidcoTV Variety Pack and MidcoTV Sports & Variety Pro Pack, MidcoTV 4 is required.



Adrian, MN MidcoTV Channel Lineup

Premium Channels¹**HBO**

401/501	HBO HD
402/502	HBO HD (W)
405/505	HBO2 HD
406	HBO2 (W)
407	HBO Signature
408	HBO Signature (W)
409	HBO Comedy
410/510	HBO Zone HD
411/511	HBO Latino HD

Cinemax

420/520	Cinemax HD
421/521	Cinemax HD (W)
422/522	MoreMAX HD
423	MoreMAX (W)
424/524	ActionMAX HD

SHOWTIME

435/535	SHOWTIME HD
436	SHOWTIME (W)
437/537	SHOWTIME 2 HD
438	SHOWTIME 2 (W)
439/539	SHOWTIME Showcase HD
440	SHOWTIME Showcase (W)
441	SHOWTIME Extreme
442	SHOWTIME Extreme (W)
443	SHOWTIME Women
444	SHOWTIME Family Zone
445	SHOWTIME Next
446	FLIX

The Movie Channel

455/555	The Movie Channel HD
456	The Movie Channel (W)
457	The Movie Channel Xtra
458	The Movie Channel Xtra (W)

Starz/Starz Encore

465/565	STARZ HD
466/566	STARZ HD (W)
467/567	STARZ Edge HD
468	STARZ Edge (W)
469	STARZ In Black
470	STARZ Comedy
471	STARZ Kids & Family
472	STARZ Cinema
473	STARZ ENCORE Family
480/568	STARZ ENCORE HD
481	STARZ ENCORE (W)
482	STARZ ENCORE Westerns
483	STARZ ENCORE Westerns (W)
484	STARZ ENCORE Classic
485	STARZ ENCORE Classic (W)
486	STARZ ENCORE Suspense
487	STARZ ENCORE Suspense (W)
488	STARZ ENCORE Black
489	STARZ ENCORE Black (W)
490	STARZ ENCORE Action
491	STARZ ENCORE Action (W)

Music Choice

(included with Midco TV 1)

901	MC Today's Hits
902	MC Trending Hits
903	MC Feel-Good Favorites
904	MC Pop Energy
905	MC Hip-Hop and R&B
906	MC Dance
907	MC Hip-Hop Classics
908	MC Throwback Jams
909	MC R&B Classics
910	MC Today's R&B
911	MC Gospel
912	MC Contemporary Christian
913	MC Rock
914	MC Yacht Rock
915	MC '60s & '70s Mellow Hits

916	MC Adult Alternative
917	MC Alt & Rock Favorites
918	MC Classic Rock
919	MC Soft Rock
920	MC Happy Hits
921	MC Pop Hits
922	MC Today's Latin Hits
923	MC Tropicana
924	MC Romantic Latin Pop
925	MC '70s & '80s Favorites
926	MC '90s
927	MC '80s
928	MC '70s
929	MC 60s Generation
930	MC Solid Gold Oldies
931	MC Pop & Country
932	MC Today's Country
933	MC Country Favorites
934	MC Classic Country
935	MC Country Rock
936	MC Sleep Noise
937	MC Relaxing Vibes
938	MC Calming Classical
939	MC Joyful Instrumentals
940	MC Pop Instrumentals
941	MC Light Classical
942/943	MC Classical Masterpieces
944	MC Smooth Jazz
945	MC Jazz
946	MC Blues
947	MC Singers & Swing
948	MC Easy Listening
949	MC Classic Christmas
950	MC Sounds of the Seasons

4K Channels

(availability will vary)

991	Midco 4K - 1
992	Midco 4K - 2



Exhibit A – Midco Network Map

Please see our current Midco Network map below or view our coverage map online at Business.Midco.com/Why-Midco/Coverage.

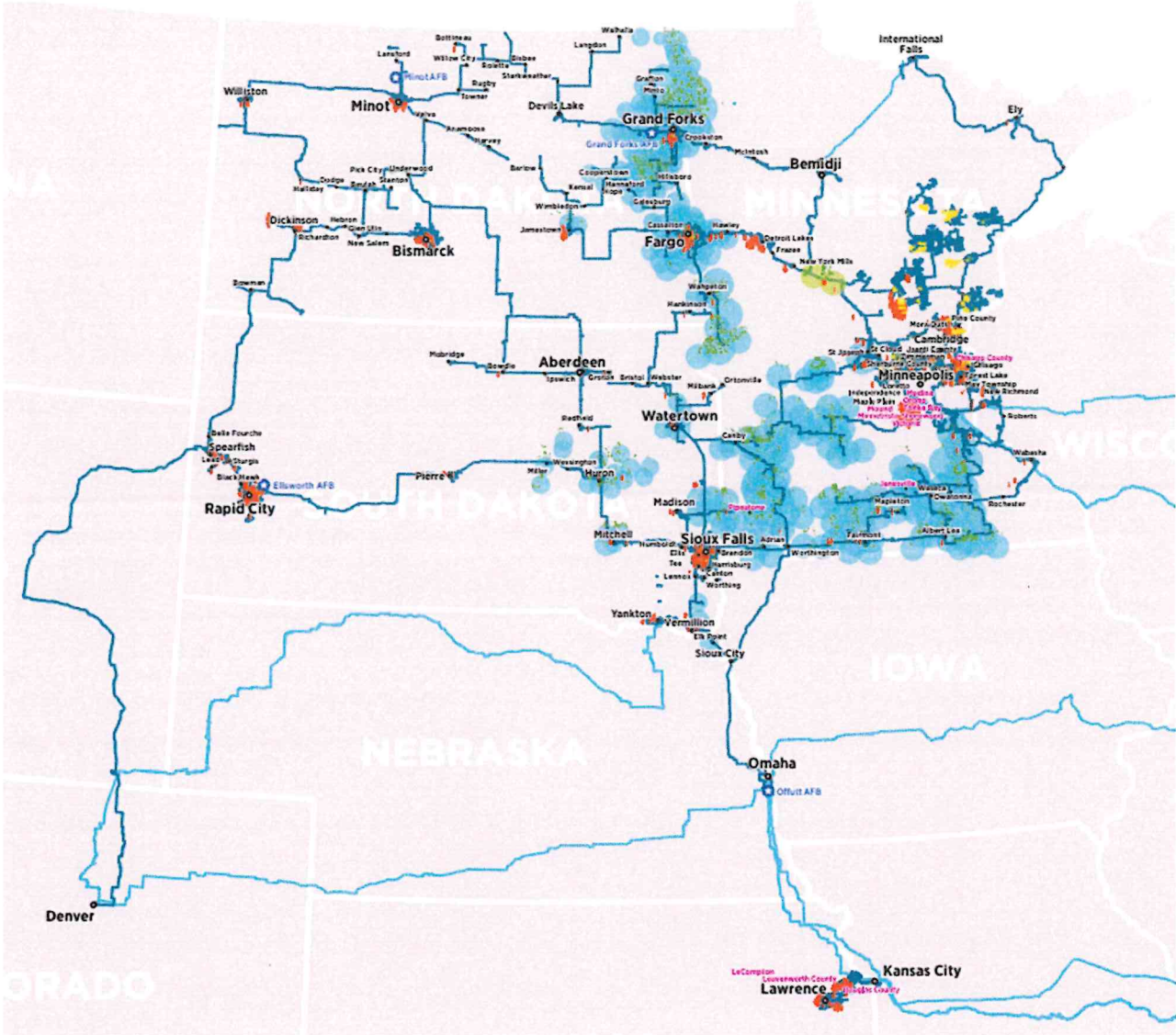




Exhibit B – Midco Rate Card

*Adrian, MN is a representative example of current pricing and service option

MIDCO SERVICE & PRICING FOR ADRIAN, MN

Serviceability, equipment availability and pricing are subject to change.

SERVICE & EQUIPMENT FEES (MONTHLY)					
INTERNET		Midco Wi-Fi Mo. Lease	\$11.00	STARZ ENCORE	\$14.00
Midco Internet Basics	\$30.00	CABLE TV		HBO Max	\$15.00
Midco Fiber Internet 125	\$49.00	MidcoTV 1	\$34.00	Spanish Package	\$5.00
Midco Fiber Internet 250	\$69.00	MidcoTV 2	\$54.00	MidcoTV Sports Pack	\$7.00
Midco Fiber Internet 500	\$79.00	MidcoTV 3	\$89.00	MidcoTV Variety Pack	\$7.00
Midco Fiber Internet 1 Gig	\$89.00	MidcoTV 4	\$99.00	MidcoTV Sports & Variety Pro Pack	\$16.00
Midco Fiber Internet 2 Gig	\$99.00	Cloud DVR (75 Hours)	\$5.00	CABLE TV EQUIPMENT	
Midco Fiber Internet 5 Gig	\$199.00	Showtime	\$9.00	MidcoTV Equipment Mo. Lease	\$3.00
INTERNET EQUIPMENT		The Movie Channel	\$9.00	HOME PHONE	
Midco Wi-Fi Pod Mo. Lease (\$2/ea.)	\$2.00	Cloud DVR (200 Hours)	\$10.00	Home Phone Package	\$29.99
Wireless Gateway Monthly Lease	\$11.00	Cinemax	\$14.00		
SERVICE & EQUIPMENT FEES (NON-MONTHLY)					
HOME PHONE		Special Phone Feature Install	\$25.00		
Directory Listing Change Fee	\$6.00				
CUSTOMER SERVICE					
Visit Midco.com/Contact ,		Download the Midco App.			
or call 1.800.888.1300.		Visit Midco.com/Support .			



Exhibit C – Planned Pipestone Service Area

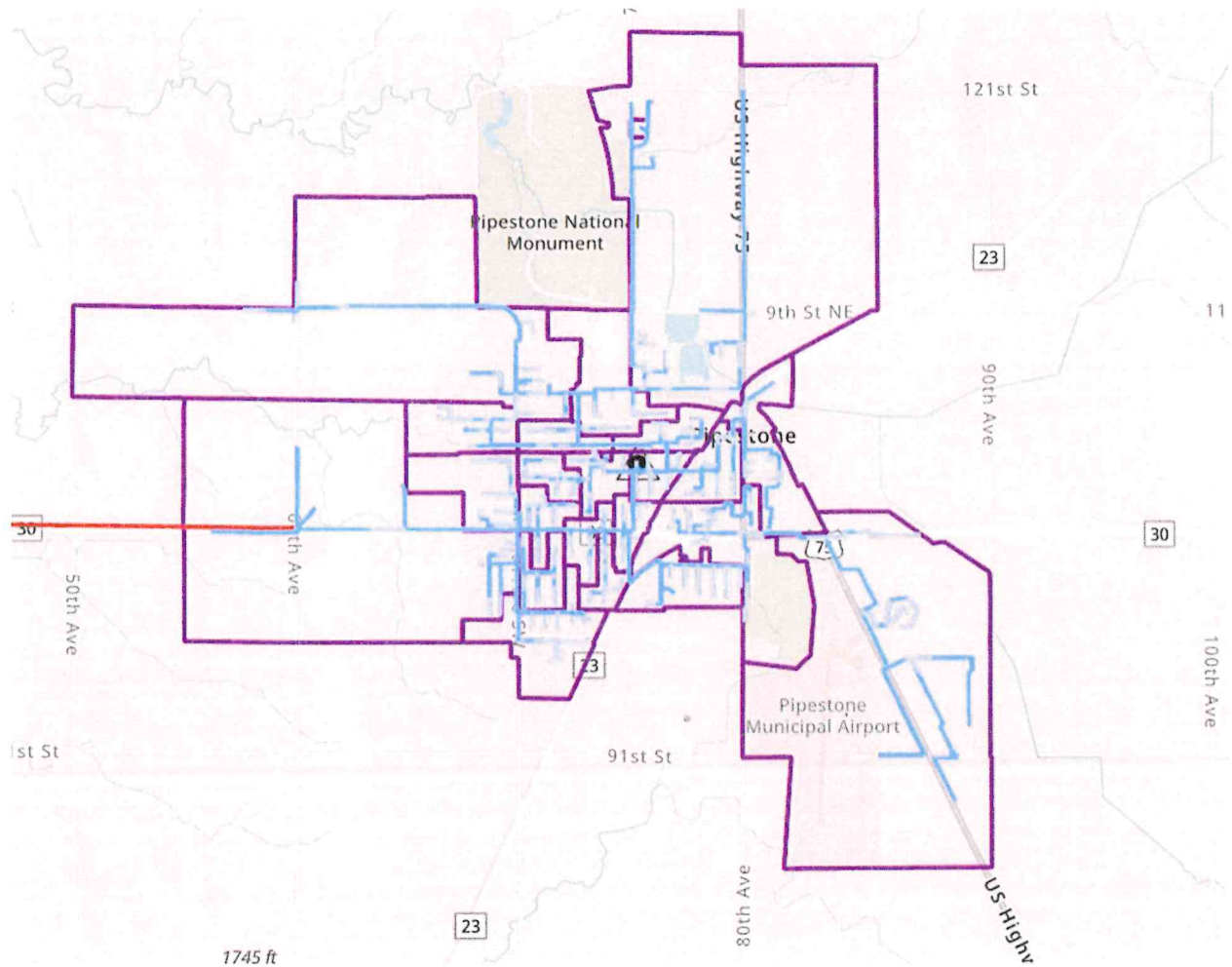




Exhibit D – Ownership

Midcontinent Communication is a South Dakota general partnership with the following ownership

- Midcontinent Communications Investor, LLC: 50%
- Comcast Midcontinent, LLC: 50%

CITY OF PIPESTONE

ORDINANCE NO. 172, FOURTH SERIES

AN ORDINANCE OF THE CITY OF PIPESTONE REPEALING AND REPLACING SECTION 91.07 OF THE CITY CODE REGARDING THE REGULATION OF CITY RIGHTS-OF-WAY

The City Council of the City of Pipestone ordains:

Article I. Findings, Purpose and Intent. It is the purpose of this ordinance to establish reasonable regulations, requirements, and restrictions regarding the use of the rights-of-way in the City of Pipestone (“City”) in order to protect the health, safety and welfare of City residents, those traveling on City streets and the general public. It is also the purpose of this ordinance to protect the cumulative investment the public has made to construct, maintain, and improve the City’s streets by requiring those undertaking utility projects in and near the City’s rights-of-way to obtain a permit from the City and to be responsible for restoring the rights-of-way directly or indirectly impacted by the project to at least the same or better condition they were in prior to the project. Finally, this ordinance provides for the recovery by the City of its actual expenses incurred related to such projects.

Article II. Table of Contents. The table of contents for Chapter 91 of the City of Pipestone City Code (“City Code”) is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

CHAPTER 91: STREETS AND SIDEWALKS

Section

- 91.01 Application
- 91.02 Scope and orders of police officer
- 91.03 Traffic and parking control
- 91.04 Ice and snow on public sidewalks
- 91.05 Regulation of grass, weeds, and trees in streets
- 91.06 Construction and reconstruction of roadway surfacing, curb, and gutter
- 91.07 ~~Street openings or excavations~~ Right-of-way management
- 91.08 Requirement of sewer and water main service lateral installation
- 91.09 Load limits
- 91.10 Curb and gutter, street, and sidewalk painting or coloring
- 91.11 Sidewalk maintenance and repair

- 91.99 Penalty

Article III. Right-of-Way Management. Section 91.07 of the City Code is hereby repealed in its entirety and replaced with the following language:

§ 91.07 RIGHT-OF-WAY MANAGEMENT.

(A) *Authority.* As the road authority for the streets in the City of Pipestone (“City”), the City Council has the authority and responsibility to provide for safe and efficient local roadways and to establish regulations governing the use and maintenance of City’s roadways and public rights-of-way. This Right-of-Way Management Ordinance (“Ordinance”) is adopted consistent with that authority, as well as the authority provided the City Council pursuant to 1997 Session Laws, Chapter 123, Minnesota Statutes, sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086, Minnesota Statutes, section 169.87 and the other laws governing applicable rights of the City and users of the right-of-way. This ordinance shall be interpreted consistent with those statutes as well as with Minnesota Rules, parts 7819.0050 – 7819.9950 to the extent applicable. This Ordinance shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances and policies necessary to protect the health, safety and welfare of the public.

(B) *Election to Manage Rights-of-Way.* Pursuant to the authority granted the City under state and federal statutory, administrative and common law, the City hereby elects, pursuant to Minnesota Statutes, section 237.163, subdivision 2(b), to manage its rights-of-way within the City.

(C) *Definitions and Interpretation.*

(1) *Definitions.* For the purposes of this section, the terms defined in this subsection have the meanings given them. Any term not defined in this section shall have the meaning given it in Minnesota Statutes, section 237.162 or Minnesota Rule, part 7819.0100, to the extent defined therein.

(a) *Abandoned Facility.* “Abandoned Facility” means a facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right-of-way user.

(b) *Applicant.* “Applicant” means any person requesting permission to excavate or obstruct a right-of-way.

(c) *City.* “City” means the City of Pipestone, Pipestone County, Minnesota.

(d) *City Cost.* “City Cost” means the actual cost incurred by the City for public rights-of-way management; including but not limited to costs associated with registering Applicants; issuing, processing and verifying right-of-way permit applications; creating information and maintaining information on a geographical information system (GIS) mapping system; degradation costs; inspecting job sites and restoration projects; maintaining, supporting, protecting or moving user facilities during public right-of-way work; providing traffic control due to Applicant’s neglect or inadequate performance; determining the adequacy of right-of-way restoration; restoring work inadequately performed; and revoking right-of-way permits and performing all other tasks required by this Ordinance, including other costs the City may incur in managing the provisions of this Ordinance.

(e) *Collocate or Collocation*. “Collocate” or “Collocation” has the meaning given in Minnesota Statutes, section 237.162, subdivision 10.

(f) *Construction Performance Bond*. “Construction Performance Bond” means any of the following forms of security provided at permittee’s option:

1. Individual project bond;
2. Cash deposit;
3. Security of a form listed or approved under Minnesota Statutes, section 15.73.
4. Letter of credit, in a form acceptable to the City;
5. Self-insurance, in a form acceptable to the City;
6. A blanket bond for projects within the City; or
7. Other forms of construction bond, for a time specified and in a form acceptable to the City.

City franchised cable television operators are exempt from the Construction Performance Bond and held to the security standards as agreed upon in the cable franchise agreement they hold with the city.

(g) *Degradation*. “Degradation” means a decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

(h) *Degradation Cost*. “Degradation Cost” means the cost to achieve a level of restoration, as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota Rules, parts 7819.9900 to 7819.9950.

(i) *Degradation Fee*. “Degradation Fee” means the estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation, and which equals the degradation cost.

(j) *Delay Penalty*. “Delay Penalty” is the penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

(k) *Department*. “Department” means the Public Utilities Department of the City.

(l) *Department Inspector*. “Department Inspector” means any person authorized by the City to carry out inspections related to the provisions of this Ordinance.

(m) *Director*. “Director” means the director of the Public Utilities Department of the City, or the director of the Public Works Department in the event the Public Utilities director is unable to carry out the duties of the Director.

(n) *Emergency*. “Emergency” means a condition that: (1) poses a danger to life or health or of a significant loss of property; or (2) requires immediate repair or replacement of facilities in order to restore service to a customer.

(o) *Equipment*. “Equipment” means any tangible asset used to install, repair, or maintain facilities in any right-of-way.

(p) *Excavate*. “Excavate” means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way. The term shall include, but is not limited to, horizontal directional drilling and the creation, construction, or modification of any curb cut or driveway approach located within a right-of-way.

(q) *Excavation Permit*. “Excavation Permit” means the permit which, pursuant to this Section, must be obtained before a person may excavate in a right-of-way. An excavation permit allows the holder to excavate that part of the right-of-way described in such permit.

(r) *Excavation Permit Fee*. “Excavation Permit Fee” means money paid to the City by an Applicant to cover the costs as provided in this Section.

(s) *Facility or Facilities*. “Facility” or “Facilities” means any tangible asset in the right-of-way required to provide utility service, but shall not include boulevard plantings or gardens.

(t) *Local Representative*. “Local Representative” means a local person or persons, or designee of such person or persons, authorized by an Applicant to accept service and to make decisions for that Registrant regarding all matters within the scope of this Ordinance.

(u) *Management Costs*. “Management Costs” has the meaning given in Minnesota Statutes, section 237.162, subdivision 9.

(v) *Micro Wireless Facility*. “Micro wireless facility” has the meaning given in Minnesota Statutes, section 237.162, subdivision 14.

(w) *Obstruct*. “Obstruct” means to place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

(x) *Obstruction Permit*. “Obstruction Permit” means the permit which, pursuant to this Section, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein.

(y) *Obstruction Permit Fee*. “Obstruction Permit Fee” means money paid to the City by a permittee to cover the costs as provided in this Section.

(z) *Patch or Patching*. “Patch” or “Patching” means a method of pavement replacement or roadway repair that is temporary in nature. A patch consists of: (1) the compaction of the subbase and aggregate base; and (2) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions. A patch is considered full restoration only on streets the City Council has scheduled to be overlaid within five years.

(aa) *Permit*. “Permit” has the meaning given “right-of-way permit” in Minnesota Statutes, section 237.162, subd. 7.

(bb) *Permittee*. “Permittee” means any person to whom a permit to excavate or obstruct a right-of-way has been granted by the City under this Section.

(cc) *Person*. “Person” means an individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

(dd) *Registrant*. “Registrant” means any person who (1) has or seeks to have its equipment or facilities located in any right-of-way or (2) in any way occupies or uses, or seeks to occupy or use, the right-of-way or any equipment or facilities in the right-of-way.

(ee) *Restore or Restoration*. “Restore” or “Restoration” means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

(ff) *Restoration Cost*. “Restoration Cost” means the amount of money paid to the City by a permittee to achieve the level of restoration according to plates 1 to 13 of Minnesota Public Utilities Commission rules.

(gg) *Right-of-Way*. “Right-of-Way” means the area on, below, or above a public road, highway, street, cartway, bicycle lane or public sidewalk in which the City has an interest, including other publicly dedicated right-of-ways for travel purposes and utility easements of the City. The term includes the full width of the City’s easement or other interest. A right-of-way does not include the airwaves above a right-of-way with regard to cellular or other non-wire telecommunications or broadcast service.

(hh) *Right-of-Way Permit*. “Right-of-Way Permit” means either the excavation permit or the obstruction permit, or both, depending on the context, required by this Section.

(ii) *Right-of-Way User*. “Right-of-Way User” means (1) a telecommunications right-of-way user as defined by Minnesota Statutes, section 237.162, subdivision 4; or (2) a person owning or controlling a facility in the right-of-way that is used or

intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

(jj) *Service or Utility Service*. “Service” or “Utility Service” includes the following: (1) those services provided by a public utility as defined in Minnesota Statutes, section 216B.02, subdivisions 4 and 6, (2) services of a telecommunications right-of-way user, including transporting of voice or data information or wireless internet services, (3) services of a cable communications systems as defined in Minnesota Statutes, Chapter 238, (4) services provided by a cooperative electric association organized under Minnesota Statutes, Chapter 308A, (5) the services provided by a corporation organized for the purposes set forth in Minnesota Statutes, section 301B.01 and (5) water, and sewer, including service laterals, steam, cooling or heating services.

(kk) *Service Lateral*. “Service Lateral” means an underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer’s premises.

(ll) *Small Wireless Facility*. “Small wireless facility” has the meaning given in Minnesota Statutes, section 237.162, subdivision 11.

(mm) *Temporary Surface*. “Temporary Surface” means the compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation which is temporary in nature.

(nn) *Trench*. “Trench” means an excavation in the traveled surface of a road, with the excavation having a length equal to or greater than the width of the traveled surface.

(oo) *Telecommunication Right-of-Way User*. “Telecommunication Right-of-Way User” means a person owning or controlling a facility in the right-of-way, or seeking to own or control a facility in the right-of-way that is used or is intended to be used for transporting telecommunication or other voice or data information, or for providing wireless services. For purposes of this Ordinance, a cable communication system defined and regulated under Minnesota Statutes, Chapter 238, and telecommunication activities related to providing natural gas or electric energy services whether provided by a public utility as defined in Minnesota Statutes, section 216B.02, a municipality, a municipal gas or power agency organized under Minnesota Statutes, Chapters 453 and 453A, or a cooperative electric association organized under Minnesota Statutes, Chapter 308A, are not telecommunications right-of-way users for purposes of this Ordinance, except to the extent these entities are offering wireless services.

(pp) *Unusable Facilities*. “Unusable Facilities” means facilities in the right-of-way which have remained unused for one year and for which the Registrant is unable to provide proof that it has either a plan to begin using it within the next twelve (12) months or a potential purchaser or user of the facilities.

(qq) *Utility Pole*. “Utility Pole” has the meaning given in Minnesota Statutes, section 237.162, subdivision 12.

(rr) *Wireless Facility*. “Wireless facility” has the meaning given in Minnesota Statutes, section 237.162, subdivision 13.

(ss) *Wireless Service*. “Wireless Service” has the meaning given in Minnesota Statutes, section 237.162, subdivision 15.

(tt) *Wireline Backline Facility*. “Wireline Backline Facility” has the meaning given in Minnesota Statutes, section 237.162, subdivision 17.

(uu) *Wireless Support Structure*. “Wireless Support Structure” has the meaning given in Minnesota Statutes, section 237.162, subdivision 16.

(2) *Interpretation*. Every provision of this Ordinance shall be construed, if possible, to give effect to all its provisions and consistent with at least the minimum requirements imposed by any applicable law. Any references to state statutes or rules shall include any amendments made thereto and any successor statutes or rules. Such statutes and rules are incorporated herein to the extent necessary to give effect to the provisions of this Ordinance.

(D) *Administration*.

(1) *Director*. The Director is the principal City official responsible for the administration of the right-of-ways and the sidewalks, curbs, gutters, and other public facilities located with the right-of-ways. The Director is authorized to issue the permits provided for under this section, administer and enforce the regulations in this Section, and to take such other actions as may be required to manage and protect the right-of-ways. The Director may delegate any or all of the duties hereunder.

(2) *Legal compliance*. Nothing in this Section relieves a person from complying with the provisions of the Minnesota Statutes, chapter 216D, “one call” notification system, or any other applicable federal, state, or local law, rule, regulation, or ordinance.

(E) *Registration*.

(1) *Required; exceptions*. Each right-of-way user who has, or who proposes to place, any equipment or facilities in the right-of-way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the Director prior to applying for a right-of-way permit and conducting any work in the right-of-way. Registration will consist of providing application information and paying a registration fee. Other right-of-way users may apply for a right-of-way permit as provided in this section without needing to register with the Director. Registration is not required of the City or of any person conducting work under contract with the City.

(2) *Required information.* The information provided to the Director at the time of registration shall include, but is not limited to, the following:

(a) Each Registrant's name, physical address, e-mail address, and telephone number;

(b) The name, physical address, e-mail address, and telephone number of a local representative of the Registrant. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration;

(c) A certificate of insurance or self-insurance that does each of the following: (1) verifies that an insurance policy has been issued to the Registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the Director, (2) verifies that the Registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of: the use and occupancy of the right-of-way by the Registrant, its officers, agents, employees and permittees; and the placement and use of facilities in the right-of-way by the Registrant, its officers, agents, employees and permittees including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property, (3) names the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages, (4) requires that the Director be notified 30 days in advance of cancellation of the policy or material modification of a coverage term and (5) indicates comprehensive liability coverage, automobile liability coverage, workers compensation, and umbrella coverage established by the Director in amounts sufficient to protect the city and the public and to carry out the purposes and policies of this Section.

(3) *Notice of changes.* The Registrant shall keep all of the information listed above current at all times by providing to the Director information as to changes within 15 days following the date on which the Registrant has knowledge of any change.

(4) *Renewal.* Registrations expire on December 31st. A Registrant shall renew its registration annually and shall not be issued a right-of-way permit unless its registration is current at the time of application.

(F) *Permitting Requirements.*

(1) *Permit Required.* Except as otherwise provided in this Section, no person may obstruct or excavate any right-of-way, or install or place facilities in any right-of-way, without first having obtained the appropriate right-of-way permit from the Director.

(a) *Excavation Permit.* An excavation permit is required to excavate within a right-of-way related to the installation, repair, replacement, or removal of facilities.

(b) *Obstruction Permit.* An obstruction permit is required to obstruct a right-of-way by placing equipment described therein on the right-of-way, to the extent and for the

duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

(c) *Small Wireless Facility Permit.* A small wireless facility permit is required by a Registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the right-of-way, to the extent and for the duration specified therein.

(2) *Exceptions.* A permit is not required for:

- (a) Signs;
- (b) Mailboxes; and
- (c) Work performed by the City or by a City contractor.

(3) *Permit Extensions.* No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless: (i) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit and (ii) a new permit or permit extension is granted.

(4) *Delay Penalty.* In accordance with Minnesota Rules, part 7819.1000, subpart 3, the City may establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration.

(5) *Permit Display.* Permits issued under this Ordinance shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

(6) *Antenna Support Structures.* Except as otherwise provided, no permits will be issued for the erection of structures in the right-of-way for the sole purpose of supporting telecommunications antennas. Permits may be granted for the attachment of telecommunication antennas and ancillary wires and accessories to existing structures in the right-of-way, subject to the following conditions:

- (a) The height of the antenna and related equipment may not extend more than six feet above the top of the previously existing support structure;
- (b) No antennas may be permitted that have associated or ancillary on ground equipment in any residential district of the City;
- (c) The permission of the owner must be demonstrated; and
- (d) Design and location of facilities are subject to review and approval of the Director.

(G) *Permit Applications.* Application for a permit is made to the City. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with, the requirements of the following provisions:

- (1) Registration with the Director pursuant to this Ordinance;
- (2) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities;
- (3) Payment of money due to the City for:
 - (a) Permit fees, estimated restoration costs and other management costs;
 - (b) Any outstanding amounts related to prior obstructions or excavations;
 - (c) Any undisputed loss, damage, or expense suffered by the City because of Applicant's prior excavations or obstructions of the right-of-ways or any emergency actions taken by the City; and
 - (d) Franchise fees or other charges, if applicable.
- (4) *Bond.* When an excavation permit is requested for purposes of installing additional facilities, and the posting of a construction performance bond for the additional facilities is insufficient, the posting of an additional or larger construction performance bond for the additional facilities may be required.

(H) *Issuance of Permit; Conditions.*

(1) *Permit Issuance.* If the City determines that the Applicant has satisfied the requirements of this Section, the City shall issue a permit.

(2) *Conditions.* The City may impose reasonable conditions upon the issuance of the permit and the performance of the Applicant thereunder to protect the public health, safety and welfare, to ensure the structural integrity of the right-of-way, to protect the property and safety of other users of the right-of-way, and to minimize the disruption and inconvenience to the traveling public.

(3) *Small Wireless Facility Conditions.* In addition to the conditions referenced in this Section, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

(a) A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application;

(b) No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the City’s written authorization, provided that the City may impose a lower height limit in the applicable permit to protect the public health, safety, and welfare or to protect the right-of-way and its current use, and further provided that a Registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit;

(c) No wireless facility may extend more than 10 feet above its wireless support structure;

(d) Where an Applicant proposes to install a new wireless support structure in the right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way;

(e) Where an Applicant proposes collocation on a decorative wireless support structure, sign, or other structure not intended to support small wireless facilities, the City may impose reasonable requirements to accommodate the particular design, appearance, or intended purpose of such structure; and

(f) Where an Applicant proposes to replace a wireless support structure, the City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

(4) *Small Wireless Facility Agreement.* A small wireless facility shall only be collocated on a wireless support structure owned or controlled by the City, or any other City asset in the right-of-way, after the Applicant has executed a standard small wireless facility collocation agreement with the City. The standard collocation agreement may require the payment of the following:

(a) Up to \$150.00 per year for rent to collocate on the City structure;

(b) \$25.00 per year for maintenance associated with the collocation; and

(c) A monthly fee for electrical service as follows:

(i) \$73.00 per month per radio node less than or equal to 100 maximum watts;

(ii) \$182.00 per radio node over 100 maximum watts; or

(iii) The actual costs of electricity, if the actual costs exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the Applicant shall not be additionally required

to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter, or affect any then-existing agreement between the City and the Applicant.

I. Action on Small Wireless Facility Permit Application.

(1) In addition to the other requirements of this Section, the provisions of this Section shall apply to applications for small wireless facility permits.

(2) *Deadline for Action.* The City shall approve or deny a small wireless facility permit application within 90 days after filing of such application. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the City fails to approve or deny the application within the review periods established in this Section.

(3) *Consolidated Applications.* An Applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by the director, provided that all small wireless facilities in the application:

- (a) Are located within a two-mile radius;
- (b) Consist of substantially similar equipment; and
- (c) Are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the City may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

(4) *Tolling of Deadline.* The 90-day deadline for action on a small wireless facility permit application may be tolled if:

(a) The City receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the City may extend the deadline for all such applications by 30 days by informing the affected applicants in writing of such extension;

(b) The Applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the Applicant within 30 days of receipt the application. Upon submission of additional documents or information, the City shall have ten days to notify the Applicant in writing of any still-missing information; or

(c) The City and a small wireless facility Applicant agree in writing to toll the review period.

J. Permit Fees.

(1) *Establishing Fees.* The City Council shall establish the following fees by resolution, or as part of its general fee schedule, and update the fees as it determines is appropriate:

(a) *Excavation Permit Fee.* The City shall establish an excavation permit fee in an amount sufficient to recover the City's management costs, and to the extent applicable, degradation costs.

(b) *Obstruction Permit Fee.* The City shall establish the obstruction permit fee and shall be in an amount sufficient to recover the City's management costs.

(c) *Small Wireless Facility Permit Fee.* The City shall establish the obstruction permit fee and shall be in an amount sufficient to recover the following costs:

(i) Management costs; and

(ii) Engineering, make-ready, and construction costs associated with the collocation of small wireless facilities.

(d) *Payment of Permit Fees.* No excavation permit, obstruction permit or small wireless facility permit shall be issued without payment of the applicable permit fees. The City may allow Applicant to pay such fees within thirty (30) days of billing.

(e) *Non-Refundable.* Permit fees that were paid for a permit that the City has revoked for a breach as provided in this Section are not refundable.

(f) *Use of Permit Fees.* All obstruction, excavation, and small wireless facility permit fees shall be used solely for City management, construction, maintenance and repair costs of the right-of-way.

K. Right-of-Way Repair and Restoration.

(1) *Timing.* The work to be done under the excavation permit, and the repair and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited due to unseasonal or other weather conditions which reasonably prohibit the work.

In addition to repairing its own work, the permittee must restore the general area of the work, and the surrounding areas, including the paving and its foundations, to the same condition that existed before the commencement of the work and must inspect the area of the work and use reasonable care to maintain the same condition for ten (10) months following acceptance by the City.

(2) *Repair and Restoration.* Permittee shall repair its own work. The City may choose either to have the permittee restore the right-of-way or to restore the right-of-way itself.

(a) *City Restoration.* If the City restores the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such restoration, the roadway settles due to permittee’s improper backfilling, the permittee shall pay to the City, within thirty (30) days of billing, all costs associated with correcting the defective work.

(b) *Permittee Restoration.* If the permittee restores the right-of-way itself, it shall at the time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rules, part 7819.3000.

(c) *Degradation Fee in Lieu of Restoration.* In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for repairing and the degradation fee shall not include the cost to accomplish these responsibilities.

(3) *Standards.* The permittee shall perform excavation, backfilling, repair and restoration according to the standards and with the materials specified by the City and shall comply with Minnesota Rules, part 7819.1100.

(4) *Guarantees.* The permittee guarantees its work and shall maintain it for ten (10) months following its completion. During this 10-month period it shall, upon notification from the Director, correct all restoration work to the extent necessary, using the method required by the Director. Said work shall be completed within five (5) calendar days of the receipt of the notice from the Director, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or other weather conditions which reasonably prohibit the work.

(5) *Failure to Restore.* If the permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City at its option may do such work. In that event, the permittee shall pay to the City, within thirty (30) days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the City may immediately exercise its rights under the construction performance bond.

L. Joint Applications.

(1) *Joint Application.* Registrants may jointly apply for permits to excavate or obstruct the right-of-way at the same place and time.

(2) *With City Projects.* Registrants who join in a scheduled obstruction or excavation performed by the Director, whether or not it is a joint application by two or more Registrants or a single application, are not required to pay the obstruction portion of the permit fee for that part of the work which falls within the City project construction limits. The obstruction portion of the fee will be required for work which occurs outside of the City project construction limits and for work within such construction limits which is not completed by the City project completion date.

(3) *Shared Fees.* Registrants who apply for permits for the same obstruction or excavation, which the Director does not perform, may share in the payment of the obstruction or excavation permit fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

M. Supplementary Applications.

(1) *Limitation on Area.* A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area: (i) make application for a permit extension and pay any additional fees required thereby; and (ii) be granted a new permit or permit extension.

(2) *Limitation on Dates.* A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

N. Additional Obligations.

(1) *Compliance with Other Laws.* Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minnesota Statutes, sections 216D.01-.09 (Gopher One Call Excavation Notice System) and Minnesota Rules, Chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

(2) *Prohibited Work.* Except in an emergency, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

(3) *Interference with Right-of-Way.* A permittee shall not so obstruct a right-of-way in a way that interferes with the natural free and clear passage of water through the gutters or other waterways. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations and are located such that they do not create a safety hazard. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

(4) *Trenchless Excavation.* As a condition of all applicable permits, permittees employing trenchless excavation methods including, but not limited to, horizontal directional drilling, shall follow all requirements set forth in Minnesota Statutes, Chapter 216D, Minnesota

Rules, Chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the City.

(5) *Indemnification and Liability.* By accepting a permit under this Ordinance, permittee agrees to defend and indemnify the City in accordance with the provisions of Minnesota Rules, part 7819.1250.

O. Denial of Permit.

(1) *Failure to Meet Requirements.* The City may deny a permit for failure to meet the requirements and conditions of this Ordinance if the City determines that the denial is necessary to protect the health, safety, and welfare, or if the City determines such denial is necessary to protect the right-of-way and its current use.

(2) *Procedural Requirements.* The denial or revocation of a permit must be made in writing and must document the basis for the denial. The City must notify the Applicant or right-of-way user in writing within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the City and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The City must approve or deny the resubmitted application within 30 days after submission.

P. Installation Requirements. The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules, parts 7819.1100 and 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes, sections 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minnesota Rules, Chapter 7560 and this Ordinance.

Q. Inspection.

(1) *Notice of Completion.* When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance Minnesota Rules, part 7819.1300.

(2) *Site Inspection.* Permittee shall make the work site available to the City and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

(3) *Authority of Director.* The Director is authorized to issue the following orders and to take such actions as may be needed to administer and enforce this Ordinance.

(a) *Cease Work Order.* At the time of inspection, the Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.

(b) *Correction Order.* The Director may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions,

or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the Director that the violation has been corrected. If such proof has not been presented within the required time, the Director may revoke the permit as provided herein.

R. Work Done Without a Permit.

(1) *Emergency Situations.* Each right-of-way user shall immediately notify the City of any event regarding its facilities that it considers to be an emergency. The right-of-way user may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency, the right-of-way user shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this Ordinance for the actions it took in response to the emergency.

(2) *Non-Emergency Situations.* Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, deposit with the City the fees necessary to correct any damage to the right-of-way, including reasonable attorney's fees, and comply with all of the requirements of this Ordinance.

S. Supplementary Notification. If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the City of the accurate information as soon as this information is known.

T. Revocation of Permits.

(1) *Substantial Breach.* The City reserves its right, as provided herein, to revoke any right-of-way permit without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

- (a) The violation of any material provision of the right-of-way permit;
- (b) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
- (c) Any material misrepresentation of fact in the application for a right-of-way permit;
- (d) The failure to complete the work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control; or

(e) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued by a Director.

(2) *Written Notice of Breach.* If the City determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the City shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the City, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.

(3) *Response to Notice of Breach.* Within 72 hours of receiving notification of the breach, permittee shall provide the City with a plan, acceptable to the City, that will cure the breach. Permittee’s failure to contact the City, or permittee’s failure to timely submit an acceptable plan, or permittee’s failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit.

(4) *Reimbursement of City Costs.* If a permit is revoked, the permittee shall also reimburse the City for the City’s reasonable costs, including restoration costs and the costs of collection and reasonable attorneys’ fees incurred in connection with such revocation.

U. *Miscellaneous Provisions.*

(1) *Mapping Data.*

(a) *Information Required.* Except as provided in the Section, each Registrant shall provide to the Director information indicating the horizontal and vertical location, relative to the boundaries of the right-of-way, of all facilities which it owns or over which it has control and which is located in any right-of-way (“Mapping Data”). Mapping Data shall be provided with the specificity and in the format requested by the Director for inclusion in the mapping system used by the Director.

Within six (6) months after the acquisition, installation, or construction of additional facilities or any relocation, abandonment, or disuse of existing facilities, each Registrant shall supplement the Mapping Data required herein.

Each Registrant shall, within six (6) months after the date of passage of this Ordinance, submit a plan to the Director specifying in detail the steps it will take to comply with the requirements of this Section. Said plan shall provide for the submission of all Mapping Data for the City as early as may be reasonable and practical, but not later than five (5) years after the date of passage of this Ordinance.

Notwithstanding the foregoing, Mapping Data shall be submitted by all Registrants for all facilities which is to be installed or constructed after the date of passage of this Ordinance at the time any permits are sought under this Ordinance.

After six (6) months after the passage of this Ordinance, a new Registrant, or a Registrant which has not submitted a plan as required above, shall submit complete and accurate Mapping Data for all its facilities at the time any permits are sought under these ordinances.

(b) *Telecommunication Equipment.* Information on existing facilities and facilities of telecommunications right-of-way users need only be supplied in the form maintained by the telecommunications right-of-way user.

(c) *Trade Secret Information.* At the request of any Registrant, any information requested by the Director, which qualifies as a "trade-secret" under Minnesota Statutes, section 13.37(b) shall be treated as trade secret information as detailed therein. With respect to the provision of mapping data, the City may consider unique circumstances from time to time required to obtain mapping data.

(2) *Location and Relocation of Facilities.*

(a) *Undergrounding.* Unless otherwise permitted by Minnesota Statutes, Section, 216B.36, new construction, the installation of new facilities and the replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes, except that the Director may approve above ground location and installation that the Director has determined cannot reasonably be placed underground due to expense, nature, or function if there are no unreasonable safety, maintenance, or aesthetic concerns or conflicts with the current use of right-of-way.

(b) *Corridors.* The Director may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that is or, pursuant to current technology, the Director expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the Director involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

The City may not require the relocation of existing underground facilities except in the event the City institutes a street improvement project, lawfully imitated and conducted by the City on its own behalf, which necessarily results in a substantial change of elevation and grade for a particular location. In such event, all affected utilities shall be relocated in a manner which minimizes the technical and financial impact to each utility. The City may establish a high density corridor for telecommunications facilities in a manner consistent with the rules and regulations of the Minnesota Public Utilities Commission.

(c) *Limitation of Space.* To protect health and safety, the Director shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of Registrants or persons to occupy and use the right-of-way. In making such decisions, the Director shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of

existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

(d) *Relocation of Equipment.* A Registrant must promptly and at its own expense, with due regard for seasonal working conditions, permanently remove and relocate its facilities and facilities in the right-of-way whenever the director requests such removal and relocation, and shall restore the right-of-way to the same condition it was in prior to said removal or relocation.

The Director may make such request to prevent interference by the Registrant's equipment or facilities with (i) a present or future City use of the right-of-way, (ii) a public improvement undertaken by the City, (iii) an economic development project in which the City has an interest or investment, (iv) when the public health, safety and welfare require it, or (v) when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way.

Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.

(e) *Pre-Excavation Equipment Location.* In addition to complying with the requirements of Minnesota Statutes, sections 216D.01 through 216D.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each Registrant who has facilities in the area to be excavated shall mark the horizontal and approximate vertical placement of all said facilities. Any Registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

(3) *Damage to Other Equipment.* When the Director does work in the right-of-way and finds it necessary to maintain, support, or move a Registrant's facilities to protect it, the Director shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that Registrant and must be paid within thirty (30) days from the date of billing.

Each Registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages. Each Registrant shall be responsible for the cost of repairing any damage to the facilities of another Registrant caused during the City's response to an emergency occasioned by that Registrant's facilities.

(4) *Right-of-Way Vacation.*

(a) *Reservation of Right.* If the City vacates a right-of-way which contains the facilities of a Registrant, and if the vacation does not require the relocation of Registrant or permittee facilities, the City shall reserve, to and for itself and all Registrants having facilities in the vacated right-of-way, the right to install, maintain and operate any facilities in the vacated right-of-way and to enter upon such right-of-way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the same.

(b) *Relocation of Facilities.* If the vacation requires the relocation of Registrant or permittee facilities; and (a) if the vacation proceedings are initiated by the Registrant or permittee, the Registrant or permittee must pay the relocation costs; or (b) if the vacation proceedings are initiated by the City, the Registrant or permittee must pay the relocation costs unless otherwise agreed to by the City and the Registrant or permittee; or (c) if the vacation proceedings are initiated by a person or persons other than the Registrant or permittee, such other person or persons must pay the relocation costs.

(5) *Indemnification and Liability.*

(a) *Limitation Liability.* By reason of the acceptance of a registration or the grant of a right-of-way permit, the City does not assume any liability (a) for injuries to persons, damage to property, or loss of service claims by parties other than the Registrant or the City, or (b) for claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of facilities by Registrants or activities of Registrants.

(b) *Indemnification.* By registering with the City, a Registrant agrees, or by accepting a permit under this Ordinance, a permittee is required, to defend, indemnify, and hold the City whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its facilities, or out of any activity undertaken in or near a right-of-way, whether or not any act or omission complained of is authorized, allowed, or prohibited by a right-of-way permit. It further agrees that it will not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the City for any claim nor for any award arising out of the presence, installation, maintenance or operation of its facilities, or any activity undertaken in or near a right-of-way, whether or not the act or omission complained of is authorized, allowed or prohibited by a right-of-way permit. The foregoing does not indemnify the City for its own negligence except for claims arising out of or alleging the City’s negligence where such negligence arises out of or is primarily related to the presence, installation, construction, operation, maintenance or repair of said facilities by the Registrant or on the Registrant’s behalf, including, but not limited to, the issuance of permits and inspection of plans or work. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Registrant or to the City; and the Registrant, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. To the extent of any inconsistency between this Section and any franchise, the provisions of the franchise shall control.

(6) *Abandoned and Unusable Facilities.*

(a) *Discontinued Operations.* A right-of-way user who has determined to discontinue all or a portion of its operations in the City must provide information satisfactory to the City that the right-of-way user’s obligations for its facilities in the right-of-way under this Ordinance have been lawfully assumed by another person.

(b) *Abandoned Facilities.* Facilities of a Registrant who fails to comply with this Section, and which for two (2) years remains unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to (i) abating the nuisance (ii) taking possession of the facilities and restoring it to a useable condition, or (iii) requiring removal of the facilities by the Registrant, or the Registrant's successor in interest.

(c) *Removal.* Any Registrant who has abandoned facilities in any right-of-way shall remove it from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the City.

(7) *Appeals.* An Applicant or Registrant that: (1) has been denied a permit; (2) has had a permit revoked; (3) believes that the fees imposed are not in conformity with Minnesota Statutes, sections 237.163, subdivision 6; or (4) disputes a determination of the Director regarding compliance with this Ordinance or of permit conditions may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting, provided the Applicant or Registrant has submitted its appeal with sufficient time to include the appeal as a regular agenda item. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

Article IV. Severability. If any portion of this Ordinance is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. Nothing in this Ordinance precludes the City from requiring a franchise agreement with the Applicant, as allowed by law, in addition to requirements set forth herein.

Article V. Effective Date. This Ordinance shall become effective the day after its legal publication.

Adopted this ___ day of _____, 2026.

Dan Delaney, Mayor

ATTEST: _____
Megan DeWitte, City Clerk

Date of Publication _____

Effective Date _____



Real People. Real Solutions.

Section 10, Item A.

1501 South State Street
Suite 100
Fairmont, MN 56031

Phone: (507) 238-4738
Bolton-Menk.com

April 7, 2026

Honorable Mayor and City Council
City of Pipestone
119 Second Avenue S.W.
Pipestone, MN 56164

RE: Project Recommendation and Bid Abstract
2026 Street & Utility Improvements
Pipestone, Minnesota
BMI Project No.: 25X.139714

Honorable Mayor and City Council:

The bid letting for the above-referenced project was held on April 6, 2026, at approximately 6:30 p.m. Six bids were received and read. In accordance with contract requirements, a unit price bid tabulation was prepared. Based upon the tabulation of actual unit prices, the low bidder for the combined Schedules A & B as well as A & C is Duinick, Inc. of Prinsburg, Minnesota. A breakdown of the total bid amounts and the engineer's estimate is as follows. A detailed tabulation of the bids is also included.

Bidders	Schedule A Total	Schedule B Total	Schedule C Total
BX Civil & Construction	\$1,652,937.00	\$383,682.50	\$714,949.00
Duinick, Inc.	\$1,666,568.30	\$326,358.75	\$538,965.00
605 Companies, Inc.	\$1,801,631.00	\$356,340.00	\$551,680.75
H & W Contracting LLC	\$1,820,185.05	\$379,070.00	\$670,135.00
Hulstein Excavating	\$1,836,084.05	\$346,405.00	\$556,122.00
First Rate Excavate, Inc.	\$1,995,322.81	\$331,110.32	\$566,928.44

The total amount of the low bid for Schedules A & B is \$1,992,927.05, which is \$26,819.95 below the engineer's estimate. The total amount of the low bid for Schedules A & C is \$2,205,533.30, which is \$12,863.70 below the engineer's estimate.

We believe it would be in the City's best interest to proceed with these improvements at this time. We believe that the bids received are competitive and responsive. From an engineering perspective, the cost savings of \$212,606.25 for the bituminous option makes awarding Schedule B with Schedule A the more economical solution.

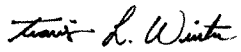
Therefore, at this time, and with the understanding that the contractor will provide the necessary bonds and insurance as required by the contract, we recommend that the City proceed with this project and award the contract to Duinick, Inc. for Schedules A & B in the amount of \$1,992,927.05.

Honorable Mayor and City Council
City of Pipestone
April 7, 2026
Page 2

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Bolton & Menk, Inc.



Travis L. Winter, P.E.
Principal Engineer

cc: Stephanie LaBrune, City Administrator
Encl.



Park Shelter/Picnic Table Rental Permit

Section 13, Item A.

Phone: 507.825.3324

Fax: 507.825.5353

Date Reserved: 5-14-26 Total Amt. Due: _____ Damage Deposit: _____

Rental Times: _____ Rental Fee: _____ Tax (6.875%): _____ Delivery fee: _____

Class I

- _____ Harmon Park Shelter (\$15.00)
- _____ Hiawatha Pageant Park Shelter (\$15.00)
- _____ Leon Moore Park Shelter (\$10.00)
- _____ Southwest Park Shelter (\$15.00)
- _____ Watertower Park Shelter (\$10.00)
- _____ Westview Park Shelter (\$10.00)

Class II

- _____ Harmon Park Shelter (\$25.00)
- _____ Hiawatha Pageant Park Shelter (\$25.00)
- _____ Leon Moore Park Shelter (\$15.00)
- _____ Southwest Park Shelter (\$25.00)
- _____ Watertower Park Shelter (\$15.00)
- _____ Westview Park Shelter (\$15.00)

_____ Park Shelter Damage Deposit (\$25.00) _____ City Picnic Table (\$15.00/table)
 _____ Picnic Table Damage Deposit (\$25.00 per table up to \$100.00) Rural Picnic Table (\$20.00/table) 10 tables
 **City and Rural Picnic Tables are charged a one-time delivery fee \$30.00

Renter Information

Name: Rob Faber
 Group Name/Type of Event: High School Troop Contest
 Street Address: 937 140th ave
 City, State, Zip Code: Edgerton MN 56128
 Home Phone: 215-0119 Cell: _____
 E-mail Address: _____

For Office Use Only	
<input type="checkbox"/>	DAMAGE DEPOSIT
<input type="checkbox"/>	CONTRACT SIGNED
<input type="checkbox"/>	RENTAL PYMT REC
<input type="checkbox"/>	TO PUBLIC WORKS

PAYMENT: Within 7 days by check, cash, Discover, MasterCard, and Visa. **Credit/debit cards are charged a 3.0% convenience fee and accepted by phone or at the City Hall Office only.**

Make checks payable to: City of Pipestone
Mail signed reservation form and payment to: Shelter Reservations
 119 2nd Ave SW, Suite 9
 Pipestone, MN 56164

Additional Instructions:

Rules & Regulations

Shelter Rental Permits will be posted at each shelter. For picnic table rentals, permit must be on user's person and made available to Public Works personnel upon request. Waste paper and trash **MUST BE DEPOSITED IN REFUSE BARRELS**. DO NOT deposit hot charcoal in refuse barrels. Parking allowed in parking lots ONLY. No vehicle is **ALLOWED ON GRASS, SIDEWALKS, ETC.** Reservations for park shelter areas do NOT grant exclusive use of the entire park. Park closing time is **10:00 P.M. CURFEW FOR CHILDREN UNDER 16 is 10:30 p.m.** NOTE: Alcoholic beverages are **NOT** permitted on City parks or open public areas. All shelter restrooms are open to general public. **VIOLATION OF PARK ORDINANCES ARE MISDEMANORS AND CAN RESULT IN REVOCATION OF PERMIT OR ARREST. COMPLETE ORDINANCE IS AVAILABLE UPON REQUEST.**

HOLD HARMLESS AGREEMENT:

I agree to release, indemnify, and hold harmless the City of Pipestone from and against all claims, demands, actions, liens, rights, subrogated, or contribution interests, debts, liabilities, judgement, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon the undersigned's use of any of the City of Pipestone's park shelters and picnic tables, including loss or damage to property of the personal injury of any person which may occur as a result of the undersigned's use of any of the City of Pipestone's park shelters, even where that loss, damage, or personal injury is caused or contributed to, in any manner, by the City of Pipestone.

Your signature affirms that you are the person named on this contract, that you have read this contract, and that you are at least 18 years old. You will receive a final copy for your records.

SIGNATURE: [Signature] DATE: _____

SIGNATURE: _____ DATE: _____
Renter
Approved by

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-20

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

WHEREAS, pursuant to motion passed by the City Council on, November 7, 2025, LHB has prepared plans and specifications for the proposed Carnegie Library Project.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. LHB shall prepare and cause to be inserted in the official paper and published electronically an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for four (4) weeks, shall specify the work to be done, shall state that bids will be received by the City Clerk until 2 p.m. on May 22, 2026; they will be opened and read in a public virtual call at approximately 2pm that same day. Bids will then be tabulated and will be considered by the council at 6:30 p.m. on June 1, 2026, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk under all terms and conditions as required in the advertisement for bids associated with the

Passed and adopted by the City Council of the City of Pipestone this 20th day of April, 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-21

A RESOLUTION ACCEPTING DONATIONS

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

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

<u>Name of Donor(s)</u>	<u>Amount</u>	
Delores M. Runge Estate	\$10,295.41	Meinders Community Library
CHS Brandon	\$300.00	Fire Dept. Educational Supplies
First State Bank Southwest	\$639.71	Ewert Rec Center-Twins Trip
First Farmers & Merchants	\$639.71	Ewert Rec Center-Twins Trip
Hord Farms West, LLP	\$639.71	Ewert Rec Center-Twins Trip
Pipestone Livestock Auction Market	\$639.71	Ewert Rec Center-Twins Trip
Pepsi Cola Bottling Co.	\$639.71	Ewert Rec Center-Twins Trip
First Bank and Trust	\$639.71	Ewert Rec Center-Twins Trip

WHEREAS, such donations have been contributed to assist the City Departments with current updates, expenditures, and youth programs.

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 20th day of April, 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte, City Clerk

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

RESOLUTION 2026-22

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

WHEREAS the consulting engineer has prepared plans and specifications for the 2026 Lead Service Line Replacement Project.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Engineering Firm shall prepare and cause to be inserted in the official paper and published electronically an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for three (3) weeks, shall specify the work to be done, shall state that bids will be received by the City Clerk until 6:30 p.m. on May 18, 2026; they will be publicly opened and read at approximately 6:30 p.m. that same evening in the council chambers of the city hall by the City Administrator, City Council, and Engineer. Bids will then be tabulated and will be considered by the council at 6:30 p.m. on June 1, 2026, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk under all terms and conditions as required in the advertisement for bids associated with the

Passed and adopted by the City Council of the City of Pipestone this 20th day of April, 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk

RESOLUTION 2026-23

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE REPEALING AND REPLACING SECTION 91.07 OF THE CITY CODE REGARDING THE REGULATION OF CITY RIGHTS-OF-WAY

WHEREAS, the City Council of the City of Pipestone acted at its April 20, 2026 meeting to adopt Ordinance No. 172, Fourth Series, “An Ordinance of the City of Pipestone Repealing and Replacing Section 91.07 of the City of Pipestone City Code with Regard to Rights-of-Way ” (“Ordinance”); and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication of adopted ordinances by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council determines publishing the entire text of the Ordinance is not in the best interests of the City as the Ordinance is lengthy and is readily available to the public by contacting City Hall; and

WHEREAS, the City Council determines the following summary clearly informs the public of the intent of Ordinance and where to obtain a copy of the full text.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pipestone hereby approves the following summary language as publication of the Ordinance:

CITY OF PIPESTONE
SUMMARY PUBLICATION
Ordinance No. 172, Fourth Series

AN ORDINANCE OF THE CITY OF PIPESTONE REPEALING AND REPLACING SECTION 91.07 OF THE PIPESTONE CITY CODE REGARDING THE REGULATION OF CITY RIGHTS-OF-WAY

The Pipestone City Council adopted the above-referenced ordinance at its meeting on April 20, 2026. The ordinance repeals and replaces Section 91.07 of the City Code with regard to the management of the use of City of Pipestone (“City”) rights-of-way by utility providers and other right-of-way users. The ordinance establishes reasonable regulations, requirements, and restrictions regarding the use of the rights-of-way in the City in order to protect the health, safety and welfare of City residents, those traveling on City streets and the general public. The regulations and requirements include, but is not limited to, definitions of ordinance terms, ordinance administration, user registration, application and permitting requirements, permit fees, restoration requirements, preparation of mapping data and insurance and indemnification requirements. The full text of the ordinance is available by contacting City Hall.

BE IT FURTHER RESOLVED by the Pipestone City Council that the City Clerk keep a copy of the Ordinance at City Hall for public inspection, place a copy in a public location within the City, and place it in the City’s ordinance book within 20 days from publication of the summary.

Passed and adopted by the City Council of the City of Pipestone this 20th day of April, 2026.

Dan Delaney
Mayor

ATTEST:

Megan DeWitte
City Clerk