City Council Regular Meeting Agenda

December 15, 2025 at 6:30 PM

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

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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. December 1 2025 Regular Meeting Minutes

6. **Community Concerns (Maximum 3 Minutes Per Person)**
7. **Public Hearings, Petitions, and Bid Openings**

   A. Public Hearing Relating to the Pipestone Economic Development Authority's proposed amendment to the Spending Plan for Tax Increment Financing District Nos. 12 and 13, pursuant to Minnesota Statutes, Section 469.176, Subd. 4n.

8. **Legal**

   A. Ordinance No. 169, Fourth Series: An Ordinance Establishing Fees, Charges, and Compensation as Allowed by City Code

   B. Introduction of Ordinance No. 170, Fourth Series: An Ordinance of the City of Pipestone Amending Chapter 90 of the Pipestone City Code Regarding Dynamic Braking in the City

9. **Engineering**
10. ****Financial**

    A. Payment of Claims-Listing of Bills

    B. November 2025 Financial Report

11. **Old Business**

12. New Business

- **A.** Resolution 2025-76: A Resolution Relating to a Tax Abatement on Property Being Developed by Alison Douty; Granting the Abatement
- **B.** Resolution 2025-77: A Resolution Declaring Equipment or Property as Surplus and Authorizing the Sale of the Same
- **C.** Resolution 2025-78: Resolution Approving an Amendment to the Spending Plan for Tax Increment Financing Districts No. 12 and No. 13 in the City
- **D.** Resolution 2025-79: Resolution Accepting Donation(s)
- **E.** Resolution 2025-80: Resolution Approving State Airport Fund Grant Agreement with the Minnesota Department of Transportation
- **F.** Resolution 2025-81: A Resolution Approving Fund Transfers
- **G.** Resolution 2025-82: Resolution Approving Amendment to the Legal Services-Criminal Prosecution Agreement with O'Neill, O'Neill & Barduson
- **H.** Resolution 2025-83: Resolution Establishing the Days, Times, and Places of Regular Meetings of the Pipestone City Council, Commissions, and Committees During Calendar Year 2026
- **I.** Resolution 2025-84: A Resolution Authorizing the Publication of a Summary for Ordinance No. 169, Fourth Series: An Ordinance Establishing Fees, Charges, and Compensation as Allowed by City Code
- **J.** Consider Approval of Cost-of-Living-Adjustment for Employees
- **K.** Consider Televising Camera Purchase
- **L.** Consider Amendment(s) to Geyerman's Utility Billing Account(s)

13. Closing Comments

14. Executive/Closed Session

15. Adjournment

Pipestone, Minnesota
December 1, 2025

Pursuant to due call and notice thereof, a regular meeting of the Pipestone City Council was duly held in-person and via Zoom in the Council Chambers at City Hall at 6:30 p.m. on the 1st day of December, 2025. Mayor Dan Delaney called the meeting to order. Roll call was taken and a quorum was declared. Members present: Dan Delaney, Rodger Smidt, Scott Swanson, Danielle Thompson, and Verdeen Colbeck. Absent: None. Others present: Kyle Kuphal, Cable Access Coordinator Steve Moffitt, City Attorney Jason Hill via Zoom, Derek Behrens via Zoom, City Treasurer Jodie Jensen, Administrative Assistant Megan DeWitte, Community Development Director Justin Schroyer, Public Works Director Mike Bloemendaahl, and City Volunteer Firefighters: Chris Hoss, Blake Jasper, Dave Bucher, Brian Terry, Mason Musch, Tylan Vanderwal, Rick Whipple, Terry Smith, Billy Quist, Collin Moeller, Jeff Arndt, Austin Carpenter and Jordan Hess.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

APPROVE AGENDA – ADDITIONS, CHANGES OR DELETIONS
Motion was made by Smidt, seconded by Colbeck and unanimously carried to approve the agenda with the addition of New Business Item M that will consider authorizing staff to proceed with hiring a new public works operator.

CONSENT AGENDA
Mayor Delaney stated the consent agenda contains the November 17, 2025 Regular Meeting Minutes, Payment of Claims-Listing of Bills, Approval of 2026 Liquor License Renewals, Approval of Tally Ho Koffie, LLC Hiawatha Lodge Alcohol and Beverage Dispenser Agreement, and the Approval of the American Legion Post 6 2026 Annual Dance Permit. Delaney asked if there was any further discussion needed regarding these items. No further discussion was held.

Motion was made by Thompson, seconded by Colbeck and unanimously carried to approve the consent agenda which consisted of the November 17, 2025 Regular Meeting Minutes, Payment of Claims-Listing of Bills in the amount of $734,981.48 for warrants 076313 to 076412, approval of Tally Ho Koffie, LLC Hiawatha Lodge Alcohol and Beverage Dispenser Agreement, approval of American Legion Post 6 2026 Annual Dance Permit, and approval of 2026 Liquor License Renewals:

Off Sale 3.2% Beer License(s)

- Casey's Retail Co. #2998
- Casey's Retail Co. #1006
- Cid's Latin Grocery
- Kwik Trip #1719

On Sale and Sunday Liquor License(s)

- American Legion 6
- Pipestone Country Club
- Pipestone Los Tulipanes

- Bole-Mor Lanes
- Utopian Paradise, LLC

On Sale Wine License

- Dar's Pizza

On Sale 3.2% Beer License

- Dar's Pizza

COMMUNITY CONCERNS

None.

BID OPENING

Delaney stated, sealed bids were accepted at Pipestone City Hall until 1:00 P.M. on December 1st, 2025, for the lease of approximately 227 acres of Ag Land surrounding the municipal airport. Acting Administrator Stephanie LaBrune stated that the city had received 9 bids total and she opened a read them aloud. The term of the land lease will be from January 1, 2026 to December 31, 2028, or whenever the 2028 crop is harvested, whichever comes first.

Bidder's and the bid price per acre:

- Devin Hulstein $307.50
- Rogen Smidt $317.50
- Wade Newgaard $244.00
- Brian Crammer $238.00
- Pater Dairy (Randy Pater) $241.00
- Mason Musch $275.00
- Ryan Byenhoff $295.00
- Richard Zeebee Trust $316.62 (Current Lease Holder)
- Chad McBeth $250.00

Motion was made by Swanson, seconded by Thompson, to accept the highest bid of $317.50 per acre from Rogen Smidt. Motion passed 4-0 with council member Smidt abstaining.

PUBLIC HEARING

Public Hearing of Truth in Taxation.

Mayor Delaney shared that City Staff will share a presentation to discuss the proposed costs, budget and financial transparency for the upcoming 2026 levy and then the public will be allowed to share any comments or concerns.

Motion made by Thompson, seconded by Colbeck and unanimously carried to open the public hearing at 6:40p.m.

LaBrune shared a presentation on the proposed city budget for 2026 and covered how the tax payer's money will be distributed within that budget. She also shared preliminary levy comparisons from other local neighboring cities and showed that the city of Pipestone was one of the lowest rate increases.

Delaney opened discussion for input on the 2026 budget to the public and then to the council. There were no comments made. Delaney then said he believes the 5.43% increase is very reasonable and that he supports the proposed budget amounts.

Motion was made by Smidt, seconded by Swanson and unanimously carried to close the public hearing at 6:53 p.m.

PUBLIC HEARING

Public Hearing to consider a New Home Tax Abatement- Alison Douty

Delaney shared with those in attendance that Alison Douty has made an application for tax abatement on a new home planned to be constructed on Lot Three (3), Block Two (2), Third Addition in Southwest Acres Subdivision. A public hearing is required to be held on the proposed tax abatement request pursuant to Minnesota Statues, Section 469.1813, subdivision 5. He said the Tax Abatement Request will be considered at the December 15th City Council meeting.

Motion was made by Swanson, seconded by Thompson and unanimously carried to open the public hearing at 6:54 p.m.

Delaney said it is good to have this type of residential advancement and infrastructure increase in our city and being able to encourage and support this type of development in our community is very important.

No public comments were received.

Motion was made by Thompson, seconded by Colbeck and unanimously carried to close the public hearing at 6:55 p.m.

LEGAL

Introduction of Ordinance 169, Fourth Series: An Ordinance Establishing Fees, Charges and Compensation as Allowed by City Code

Delaney introduced the ordinance stating that staff is recommending the following increases in city fees be made. This Ordinance will be on the December 15th Council Agenda for consideration and adoption.

	OLD FEE	NEW FEE
Copies	.25/copy	.10/copy
State Water Surcharge Fee	.81/mo.	1.27/mo.
Water Base Fee	36.30/mo.	39.93/mo.
Water Usage Fees	1.03/100gal.	1.13/100gal
Sewer Base Fee	22.20/mo.	28.08/mo.
Sewer Usage Fees	1.23/100gal. water	1.36/100gal. water
Storm Water REF (Residential Equivalency Factor)	10.60	11.24
Commercial Garbage	*Overall 2.00 per yard increase	
Building Permit Fees	*Updated with SAFEbuilt recommendation	

NEW BUSINESS

Fire Relief Association Request to Increase Retirement Benefit – Rick Whipple with the Pipestone Fire Relief Association Board made a request to increase the Fire Department Member's retirement benefits from $3,500 annually to $4,500. He stated that the reports show the funds to be strong and asked that the increase take effect in 2026. Delaney believes this request is very reasonable and within the budget to support the increase.

Motion made by Smidt, seconded by Swanson and unanimously carried to approve the requested retirement benefit increase of $3,500 to $4,500 annually for the Fire Department's retirement fund.

Resolution 2025-73: Resolution Accepting Donation(s)

Delaney said, this resolution accepts the following donations:

- **Hartquist Funeral Homes, Inc.** $100.00 Lights at the Lodge
- **Pipestone County Medical Center** $1,000.00 Lights at the Lodge
- **Plum Creek Library System** $194.91 To purchase craft supplies for the Meinder's Library Holiday Hospitality Retreat

Motion made by Swanson, seconded by Thompson and unanimously carried to accept Resolution 2025-73: Resolution Accepting Donation(s).

Resolution 2025-74: Resolution Adopting the 2026 Budget

Delaney said the 2026 budget has been presented tonight and reviewed by the council during a special work session held at 5:30 this evening and said to formally adopt the 2026 budget a motion is needed to approve resolution 2025-74.

Motion made by Thompson, seconded by Colbeck and unanimously carried to approve Resolution 2025-74: Resolution Adopting the 2026 Budget.

Resolution 2025-75: Resolution Establishing the Final Tax Levy payable 2026

Delaney called for a motion to approve resolution 2025-75.

Motion made by Swanson, seconded by Colbeck and unanimously carried to approve Resolution 2025-75: Resolution Establishing the Final Tax Levy payable 2026, in the amount levied for General Purpose expenses as $1,777,549 and the amount levied for Bonded Indebtedness as $1,185,096. The total tax levy is $2,962,645.

Consider Approval of Quote to Stabilize the East Wall of the Carnegie Library

Delaney said following council direction, staff has received two quotes for the stabilization of the East wall of the Carnegie Library building. He said, the first quote is from Jesse Derouin Masonry, LLC in the amount of $36,120 and the second quote is from CB Masonry in the amount of $41,160.

Motion made by Swanson, seconded by Thompson and unanimously carried to approve the quote from Jesse Derouin Masonry, LLC in the amount of $36,120 and move forward with the Carnegie Library Project.

Continuation of City Home Initiative Abatement Program
Delaney said the purpose of Pipestone City Home Initiative is to provide incentives to encourage the construction of new single-family homes and to encourage replacement of dilapidated housing structures with newly constructed single-family homes, thereby increasing the tax capacity within Pipestone City. This is a three-year program was said to expire on 12/31/25 unless council agreed to continue the program for another three years. He said, the council is very much in support of the continuation of the Abatement Program.

Motion was made by Colbeck, seconded by Thompson and unanimously carried to continue the Home Initiative Abatement Program for another 3-year term until 12/31/2028.

Consider Approval of New Resident Liquor Manager for the Pipestone Country Club
Delaney said the Pipestone Country Club is requesting the council approve Michael Biever as their new resident manager with regard to their liquor license. All background checks have been completed and staff is recommending council approval.

Motion was made by Swanson, seconded by Thompson and unanimously carried to approve Michael Biever as the new resident manager with regard to their liquor license for the Pipestone Country Club.

City Administrator Appointment
Delaney shared, on November 21st, the Personnel Committee interviewed four applicants for the City Administrator position. Mayor Delaney and Council member Swanson presented their recommendation as appointing Stephanie LaBrune to the City Administrator position.

Motion was made by Smidt, seconded by Colbeck and unanimously carried to accept Stephanie LaBrune as City Administrator for the City of Pipestone.

City Administrator Employment Agreement
Delaney said, with the appointment of the new City Administrator, the Personnel Committee is also recommended the approval of an employment agreement between the City and the City Administrator. Attorney Hill has reviewed the agreement.

Motion made by Swanson, seconded by Thompson and unanimously carried to accept the Employment Agreement with the City Administrator.

Consider Authorizing Staff to Proceed with Hiring a New Public Works Operator
Delaney said, Public Works Director, Michael Bloemendaal is requesting council approval to start the process of hiring a new employee to work in the Public Works Department. They have been operating with one less employee for quite some time now and with a retirement coming soon, this would be a good time to train a new employee under experienced staff.

Motion was made by Colbeck, seconded by Thompson and unanimously carried to allow Public Works to proceed in the hiring process for a new Public Works Employee.

CLOSING COMMENTS

Delaney announces, winter is here! Please remember to find off street parking during snowfall events to allow plows to clear the roads. He also shared that the City has been informed that it is the recipient of a Federal Lands Access Program (FLAP) Grant. The Grant funds are planned to be used to construct a shared use trail at the Hiawatha Pageant Park. The funding of approximately $941,000 will be available in 2028.

Thompson, shared the Merry and Bright Parade will be this Saturday, December 6th and Santa will also be visiting at City Hall that day.

ADJOURNMENT

Motion made Smidt, seconded by Colbeck and unanimously carried to adjourn the meeting at 7:12 p.m.

_____

Dan Delaney, Mayor

Attest:

_____

Stephanie LaBrune, City Administrator/Clerk

Adopted: November 1, 2021
Public Hearing for Amendment: December 15, 2025

Pipestone Economic Development Authority
City of Pipestone,
Pipestone County, Minnesota

Amendment to the Spending Plan

Tax Increment Financing District No. 12: Coburns
Tax Increment Financing District No. 13: Downtown

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Amendment to the Spending Plan for Tax Increment Financing District No. 12: Coburns and Tax Increment Financing District No. 13: Downtown

PURPOSE

The Pipestone Economic Development Authority (the "Authority") administers Tax Increment Financing District No. 12: Coburns and Tax Increment Financing District No. 13: Downtown (the "TIF Districts") in the City of Pipestone, Minnesota (the "City"), and proposes to adopt a Spending Plan for the TIF Districts in accordance with Minnesota Statutes, Section 469.176 Subd. 4n (the "Act").

The Act grants the Authority temporary authorization to transfer unobligated tax increment to provide improvements, loans, interest rate subsidies or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, which will create or retain jobs in the State, including construction jobs, so long as such private development commences no later than December 31, 2026, and would not have commenced before that date without such assistance.

The funds must be spend, loaned, invested or otherwise irrevocably committed by December 31, 2026. Such transfers must be made by resolution, pursuant to the terms of a spending plan approved by the Authority and by the City, following a public hearing of the City Council.

The Spending Plan is being amended to read as follows:

PLAN

The Authority is authorized as follows:

(a) To use available tax increments from the TIF Districts and interest earned on the transferred increment to provide assistance in connection with a private development consisting of the construction of a business expansion within the City's downtown area (the "Development"), which will further the goals set forth in the City's Comprehensive Plan and within the Project Plan for the Pipestone Economic Development Project, and which will result in the creation and retention of jobs in the State, including construction jobs.

Preference for the assistance is to finance a portion of the costs of demolition and site preparation of two substandard parcels in the City's

downtown. This allows the proposed developer of the Development to acquire the parcels, construct as expansion of its current business operations, and hire additional employees. The proposed developer has submitted a Letter of Intent to the Authority in which it has represented that construction of the Development shall commence before December 31, 2025 (unless a later commencement date is authorized by law), and the Development would not commence by such date without the assistance provided pursuant to this Spending Plan.

(b) To amend the budget set forth in the Tax Increment Financing Plans for the Tax Increment Financing Districts as necessary to provide for the assistance authorized by this Spending Plan.

(c) To take any other action necessary and authorized under the Act in connection with the construction or substantial rehabilitation of facilities of the type described in clause (a) above.

The assistance provided pursuant to this Plan shall be subject to Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidy Law"), if applicable, and shall be subject to the City's Business Subsidy Policy.

NOTICE OF PUBLIC HEARING

CITY OF PIPESTONE
PIPESTONE COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Pipestone, Pipestone County, Minnesota, will hold a public hearing on December 15, 2025, at approximately 6:30 P.M. at the Pipestone City Council Chambers in City Hall, 119 2nd Avenue SW, Pipestone, Minnesota, relating to the Pipestone Economic Development Authority's proposed amendment to the Spending Plan for Tax Increment Financing District Nos. 12 and 13, pursuant to Minnesota Statutes, Section 469.176, Subd. 4n. Copies of the Spending Plan are on file and available for public inspection at City Hall.

All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF PIPESTONE, MINNESOTA

/s/ Stephanie LaBrune_____

City Administrator / Clerk

CITY OF PIPESTONE

ORDINANCE NO. 169, FOURTH SERIES

AN ORDINANCE ESTABLISHING FEES, CHARGES AND COMPENSATION AS ALLOWED BY CITY CODE.

THE CITY OF PIPESTONE ORDAINS:

Section 1. Section 110.09 of the Pipestone City Code provides that fees, charges and compensation not specifically set by the Code, shall be fixed and determined by Ordinance of the City Council.

Section 2. The following license fees and compensation shall be effective on or after January 1, 2026.

Animal Control Permits & Fees	**Fee**
Dog License, Spayed/Neutered	5.00
Dog License, Not Spayed/Neutered	10.00
Duplicate License	3.00
Boarding / Quarantine Fee	20.00/day

Any animal found unlicensed will be charged two times the rate of the initial permit fee.

General Permits	**Fee**
Arborist Permit	100.00
ATV Permit	30.00
Canvassers, Peddlers, Transient Merchants:	
Annual	250.00
Daily	50.00
Per Person Investigation Fee	25.00
Dance:	
Annual	125.00
Daily	25.00
Fireworks Permit	100.00
Golf Cart Permit	15.00
Mobile Food Truck / Cart Permit (Annual)	50.00
Parade	25.00
Pawn Shop	150.00
Property Tax Abatement Application Fee	100.00
Salvage Yard	15.00

Anyone found performing work or activities prior to receiving a General Permit will be charged two times the rate of the initial permit fee.

Liquor License	**Fee**
Intoxicating Liquor	2,500.00
Intoxicating Liquor - Sunday Sales	15.00
On-Sale Wine	125.00
On-Sale 3.2 Beer	100.00
Off-Sale 3.2 Beer	100.00
Special On-Sale 3.2 Beer (Temporary)	25.00
Special On-Sale Liquor (Temporary)	50.00
Club On-Sale	100.00
Set Up Permit Fee	100.00

Investigation Fee - Individual	75.00
Investigation Fee - Partnership	150.00
Investigation Fee - Corporation	300.00
Change in Resident Management	50.00

Cannabis License

Initial Registration:	
Microbusiness	0.00
Mezzobusiness	500.00
Retailer	500.00
Edible Retailer	125.00
Renewal Registration:	
Microbusiness	1000.00
Mezzobusiness	1000.00
Retailer	1000.00
Edible Retailer	125.00

Construction within Public Right-of-Way	**Fee**
Minimum Permit Fee – All Permits (includes Emergency Excavation)	70.00
Per Hole in Street Surface	90.00
Per Hole in Boulevard	60.00
Open Trenching	25.00/LF
Directional Bore	15.00/LF
Obstruction	45.00 + 5.00/day
Additional – Streets	25.00/day + 8.00/day
Additional – Alley	20.00/day + 8.00/day

Planning and Zoning	**Fee**
Metal Detector Rental Fee	5.00/two hours or 10.00/day
Conditional Use Permit	350.00 (Double if After the Fact)
Rezoning	350.00 (Double if After the Fact)
Variance	350.00 (Double if After the Fact)
Zoning Amendment	350.00
Plats	350.00
Sign Permit	50.00 (Double if After the Fact)
Fence Permit	50.00
Vacating Streets and Alleys	300.00
Building Permits	See Attachment A

Fire Department	**Fees**

*Calls for service outside city limits or for non-city taxpayers will be charged fees based upon the department's time and equipment utilized for specific incidents.

Fire Chief	7,500.00 Wages
1st Asst. Chief	2,500.00 Wages
2nd Asst. Chief	2,000.00 Wages
Captains (3 each)	1,000.00 Wages
Training Officer	1,000.00 Wages
Secretary	1,750.00 Wages
Treasurer	1,500.00 Wages
Fire Marshal	5,000.00 Wages

Custodian	6,000.00 Wages
False Alarm Fee	500.00

General Government Charges	**Fees**
Charter	8.00/Book
City Code	100.00/Book
Copies	.10/Page
Special Council Meeting (on behalf of one individual)	200.00
Copy of DVDs/Videos	15.00/ea.

General Government Compensation	**Fees**
Mileage	Federal Mileage Rate

Utility Costs	**Fees**
Water - State Surcharge	1.27 Monthly
Water, Sewer & Garbage Rates	See Attachment B
Testing Water Meter	75.00 per occurrence
Disconnection of Water Service	35.00 per occurrence
Re-connection of Water Service	35.00 per occurrence
Residential Construction Water Usage Fee	Based on Meter Usage
Commercial Construction Water Usage Fee	Based on Meter Usage
Sewer Surcharge Fee – Noncompliant Sewer Serv.	100.00/Month

Cemetery	**Fees**
Grave Opening	550.00
Baby Opening	100.00
Disinterment	550.00/First hour. 100.00/Hr. thereafter
Cremation Opening	325.00
City Holiday/Saturday/Sunday Opening	125.00 extra
Purchase of Space	250.00/Space 50.00/Perpetual Care 25.00/Capital Improvement
Purchase of Baby Space	87.50/Space 25.00/Perpetual Care

Public Works and Water/Wastewater Charges	
Sidewalk Grinder with Operator	65.00/Hr.
Street Sweeper with Operator	175.00/Hr.
Backhoe with Operator	125.00/Hr.
Bucket Truck with Operator	125.00/Hr.
Skid Loader with Operator	65.00/Hr.
Paint Striper with Operator	75.00/Hr. plus paint
Sewer Jetter/Vac Unit with Operator	125.00/Hr. (1 Hr. minimum charge)
Payloader with Operator	125.00/Hr.
Payloader with Plow Wing	150.00/per Hr.
Sewer Camera with Operator	125.00/Hr. (1 Hr. minimum charge)
Stump Grinder:	
Grind Only	2.00/inch (25.00 minimum charge)
Grind, Clean, and Fill	4.00/inch (25.00 minimum charge)
Out of Town Fee	25.00

Road Grader	125.00/per Hr.
Dump Truck	75.00/per Hr.
Concrete Breaker with Skid Loader	100.00/per Hr.
Sidewalk Snow and Ice Removal	125.00/Hr. (1 Hr. minimum charge)
Grass and Weed Maintenance	125.00/Hr. (1 Hr. minimum charge)
Maintenance Utilizing Airport Equipment	35.00/Hr.
Extra Operator Rate	65.00/Hr.
Snow Pile Hauling (Loaded and Hauled)	30.00/load
Freeze Pack	70.00 per use
Unthaw Service Line	100.00/Hr. (1 Hr. minimum charge)
After Hours Call Out Charge (After 5:00 p.m.)	75.00
Air Compressor:	
Half Day	25.00
Full Day	50.00
Shared Expense of Sidewalk Reconstruction or Repair	3.00/square foot

Park and Recreation Charges

Picnic Table Rental:	
Deposit	25.00/ table up to 100.00 maximum
Rental	15.00/table
Delivery	35.00
Rural Picnic Table Rental:	
Deposit	25.00/ table up to 100.00 maximum
Rental	20.00/table
Delivery	35.00
Bleacher Rental	
Deposit	500.00
Rental	20.00/bleacher
Hiawatha Lodge	
Hourly Rental	30.00/hr. plus 30.00/hr. non-refundable booking fee

*Hourly rental only available May – October (Monday thru Thursday) and November – April (Monday thru Sunday). Renters Responsible for Cleaning. Alcohol Not Allowed with Hourly Rentals.

Daily Rental	350.00/day plus 350.00 non-refundable booking fee
Indoor Ceremony – Only (Oct. to April)	100.00 plus 100.00 non-refundable booking fee
Deluxe Wedding Package	1,000.00 plus 350.00 non-refundable booking fee
Simple Wedding Package	500.00 plus 350.00 non-refundable booking fee
White Linen Tablecloth	5.00/linen
Portable Dance Floor	175.00
Hiawatha Pageant Park Grounds Only	400.00/day plus 350.00 non-refundable booking fee
Picnic Tables at the Lodge	10.00/table after first 10
Tent Use Fee	200.00

Section 3. This ordinance shall become effective the day after its legal publication.

Passed and adopted by the City Council of the City of Pipestone on this 15th day of December 2025.

_____
Dan Delaney
Mayor

ATTEST:

_____
Stephanie LaBrune
City Administrator / Clerk

(Published in the Pipestone County Star on December ___, 2025).

Attachment A

CITY OF PIPESTONE
BUILDING, MECHANICAL, PLUMBING CODE PERMIT FEE SCHEDULE

Effective Date: 1/1/2026

State Surcharge

The State Surcharge is a state fee imposed on all permits issued by municipalities. The State Surcharge amount is based on MN Statute 326B.148, subdivision 1, which can be viewed here → https://www.revisor.mn.gov/statutes/cite/326B.148

Permit Fees

Pursuant to MN Rules Chapter 1300.0160 subpart 4, permits fees shall be based on valuation except:

- one- and two-family dwelling maintenance permits for roofing, siding, windows, doors, or other minor projects may be charged a fixed fee.
- permits for plumbing, mechanical, electrical, or other building service equipment systems may be based on valuation or charged a fixed fee.

Valuation

Pursuant to MN Rules Chapter 1300.0160 subpart 3, The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include the total value of all construction work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. The building permit valuation shall be set by the Building Official. For determining the permit valuation, the Building Official will use the supplied valuation with a minimum value as calculated by the current International Code Council Building Valuation Data Table (and other data as needed, for projects not specified in that table).

Valuation Table

Fee Schedule Base: 1997 (+15%)

Value up to (and including):	Base Amount:	For the first:	Plus:	For each additional:
$2000.00	$83.50			
$25,000.00	$83.50	$2000.00	$16.55	$1,000 or fraction thereof
$50,000.00	$464.15	$25,000.00	$12.00	$1,000 or fraction thereof
$100,000.00	$764.15	$50,000.00	$8.45	$1,000 or fraction thereof
$500,000.00	$1,186.65	$100,000.00	$6.75	$1,000 or fraction thereof
$1,000,000.00	$3,886.65	$500,000.00	$5.50	$1,000 or fraction thereof
Over $1,000,000.00	$6,636.65	$1,000,000.00	$4.50	$1,000 or fraction thereof

Plan Review/Compliance Verification Fees – (Commercial and Residential)
Unless otherwise noted, all permits require a review for compliance with applicable codes.

- Plan Review/Compliance Verification:
  - 65% of the Permit Fee
- Review of State-approved plans:
  - 25% of the Plan Review/Compliance Verification fee identified above.
- Plan Review/Compliance Verification for master and similar plans:
  - 65% of the permit fee for the original plan review
  - 25% of the permit fee for similar plans
  - The use of these fees must be identified upon submittal of the master plan.

RESIDENTIAL PERMIT FEES

(for permits that are issued over-the-counter and have flat-rate fees)

(Definition of residential: IRC-1 Single Family Dwelling: Any building that contains one dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. IRC-2 Two-Family Dwelling: Any building that contains two separate dwelling units with separation either horizontal or vertical on one lot used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. IRC-3 – Townhouse: Definition: A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and having open space on at least two sides of each unit. Each single-family dwelling unit shall be considered to be a separate building. Separate building service utilities shall be provided to each single-family dwelling unit when required by other chapters of the State Building Code. IRC-4 Accessory Structure: Definition: A structure not greater than 3000 ft2 in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

- Unless identified below, all residential permits require a valuation, and fees shall be calculated using the Valuation Table.

Fixed Fees are as follows and do not require a review for compliance:

Maintenance Permit Fees (for one- and two-family dwellings and accessory structures only):

- Re-Roof: $150.00 - Replacement of like-for-like roof covering materials only
- Re-Side: $150.00 - Replacement of siding material only
- Re-Window: $150.00 - Replacement of same size windows
- Re-Door/Garage door: $150.00 - Replacement of same size doors

Plumbing Permit Fees:

- New/replacement fixtures: $80.00 (plus $10.00 per fixture after 8 fixtures)

Mechanical Permit Fees:

- New appliances/fireplace inserts: $80.00 minimum (plus $40 per unit after 2 units)
- Gas Line (with mechanical permit): $40.00
- Gas Line only permit: $80.00
- Fireplace masonry – Based on valuation (building permit required)

Exterior Structure Fees

- The following exterior structure permits require a valuation and fees shall be calculated using the valuation table.

  - Retaining Wall (over 4’ in height)
  - Fence (over 7’ in height)
  - Sheds (over 200 sq. feet)
  - Permanent and In-ground Swimming Pools

COMMERCIAL PERMIT FEES

(Includes Structures that are not Residential as defined in the "Residential Permit Fees" Section; Fire Suppression & Alarm systems; Mechanical systems; and Plumbing systems)

- All commercial permits require a valuation and fees shall be calculated using the Valuation Table.

  - Building Permit minimum: $100.00
  - Plumbing Permit minimum: $100.00
  - Mechanical Permit minimum: $100.00
  - Gas Line Only Permit minimum: $100.00
  - Fire Suppression Permit minimum: $100.00
  - Fire Alarm Permit minimum: $100.00

Demolition Permit Fees

- All demolition permits require a valuation and fees shall be calculated using the Valuation Table.

Manufactured (Mobile), Modular, and Moved In Structure Fees

- Foundations and interior remodels for these structures require separate permits which requires a valuation. Fees shall be calculated using the valuation table.

  - Pre-Move Inspection: $105.00/hour
  - Installation: $200.00
  - Mechanical Connection requires a Mechanical Permit
  - Plumbing Connection requires a Plumbing Permit

OTHER INSPECTIONS AND FEES

Re-inspection Fee - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is requested is not complete or when required corrections are not made. On valuation-based building permits, this fee is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may also be assessed 1) when full access to the site is not provided for the inspector, 2) when the inspector is not met by the responsible individual (no-show), 3) on fixed-fee permits where corrections are required to be inspected, and 4) when deviations from the approved plans have occurred without prior Building Official approval. Re-inspection fees are due on or before the re-inspection. Payment to be made payable to the Municipality:	$75.00
Inspections outside of normal business hours:	$105.00/hr.
Inspections for which no fee is indicated, miscellaneous and special services (half-hour minimum):	$105.00/hr.
Additional Plan Review required by changes, additions, or revisions to approved plans (half-hour minimum)	$105.00/hr.
Special Investigation fee (work started without obtaining a permit)	100% of permit fee
Residential Contractor License verification (for eligible projects) MN Statute 236B.815 Subd. 2	$5.00
Lead Certification verification (for eligible projects) MN Statute 236B.103 Subd. 13	$5.00
Change of Use with no other permits issued	$100.00
Permit Renewal within 6 mos. of expiration (no plan changes, no code changes, new permit number)	50% of original permit fee
Refunds for Issued Permits: NOTE: The permit applicant is responsible to pay the Plan Review fee (if the Review has been completed) even if the project is cancelled prior to permit issuance.	
Fixed-fee permits	0%
Plan review fee	0%
Permit fee (if work not started) within 6 months of issuance by municipality	60%

Attachment B

CITY OF PIPESTONE
WATER AND SANITARY SEWER RATES

Residential and commercial water rates shall be $1.13 per 100 gallons of water consumed.

Utility Customers with property located outside city limits shall be billed at two times the residential rates.

Residential sewer rates shall be $1.36 per 100 gallons of water metered.

Commercial sewer rates shall be $1.36 per 100 gallons of water metered.

Water Connection Charges (Hook-up Fees)	
1" Service Line or less	$650.00
Larger than 1": the charge shall be $75.00 per each 1/2" increase in pipe size or fraction thereof.	
Sewer Service Connection Charges (Hook-up Fees)	
4" Service Line (minimum)	$650.00
Larger than 4": the charge shall be $75.00 per each 1" increase in pipe size or fraction thereof.	
Storm Sewer Connection Charges	
New Connection Fee	$650.00
Larger than 4": the charge shall be $75.00 per each 1" increase in pipe size or fraction thereof.	
Customer Access Charge for Water	
For all improved property with available water service	$39.93 per month
Customer Access Charge for Sewer	
For all improved property with available sewer service	$28.08 per month
Deposit	
For all new residential utility users	$125.00
Water Salesman Rate	$1.50 per 100 gallons
Use of Commercial Hydrant Meter	$75.00/month plus usage
Use of Residential Hydrant Meter	$75.00 plus usage

Attachment B (Continued)

CITY OF PIPESTONE
GARBAGE RATES

Residential Garbage Pickup

City Service Fee
$7.25 billed to each residence monthly. $1.50 per unit for multiple units.
The Service Fee is billed to every property owner and is used to cover costs such as but not limited to: Spring and Fall City Cleanup Week, City Branch Site Access, Storm Cleanup, Fall Leaf Cleanup.

Totes
35 gallon - $13.00 plus tax per month
65 gallon - $15.00 plus tax per month
95 gallon - $17.00 plus tax per month

Commercial Cardboard - $2.50 Per Yard

Dumpster Size	Pickups Per Week	Monthly Cost
3 Yard	3	$90.00
3 Yard	2	$60.00
3 Yard	1	$30.00
1.5 Yard	3	$60.00
1.5 Yard	2	$40.00
1.5 Yard	1	$20.00

Attachment B (Continued)

CITY OF PIPESTONE
GARBAGE RATES (CONTINUED)

Large Dumpster Rates

Dumpster Size	Commercial Cost Per Pickup	Cost Per Pickup House Clean Out
1-1/2 Yard	$35	$60
3 Yard	$54	$90
4 Yard	$72	$120
6 Yard	$108	$180
8 Yard	$144	$240

Dumpster Rentals – 30-day dumpster rental or minimum charge
Shingles and Hazardous Waste Not Accepted in City Dumpsters

Couch - $25.00 * Mattresses - $30.00 each * Box Springs - $30.00 each

Hide-a-Bed Couch - $30.00 * Loveseat - $20.00

Commercial Garbage Route Customers

Dumpster Size	Pickups Per Week	Monthly Cost
1.5 Yard	3	$420
1.5 Yard	1	$140
1.5 Yard	every other	$70
1.5 Yard	once per month	$35
95 Gallon Tote	1	$17
95 Gallon Tote	every other	$10
65 Gallon Tote	1	$15
35 Gallon Tote	1	$13

Tax Charged in Addition to Fees:
*Commercial Solid Waste Tax 17%
*Residential Solid Waste Tax 9.75%

Attachment B (Continued)

CITY OF PIPESTONE
STORM WATER RATES

Property Type	**REF**	**Monthly Rates**
Single Family Resident Storm Water Rate		$11.24 / Parcel
Agricultural/Undeveloped	0.00	REF X $11.24 X ACRES (NTE $100)
School	1.70	REF X $11.24 X ACRES (NTE $100)
Multifamily	1.80	REF X $11.24 X ACRES (NTE $100)
Institutional	1.80	REF X $11.24 X ACRES (NTE $100)
Commercial	1.90	REF X $11.24 X ACRES (NTE $100)
Industrial	1.90	REF X $11.24 X ACRES (NTE $100)

Storm Water Rates for Property Classes other than Single Family Residents is based on a Residential Equivalency Factor (REF) and Parcel Size.
*Monthly Storm Water Rate Calculation: REF X $11.24 X Acres (up to $100/month Max Charge)

* As defined in Section 50.12 of the City Code

CITY OF PIPESTONE

ORDINANCE NO. 170, FOURTH SERIES

AN ORDINANCE OF THE CITY OF PIPESTONE AMENDING CHAPTER 90 OF THE PIPESTONE CITY CODE REGARDING DYNAMIC BRAKING IN THE CITY

The City Council of the City of Pipestone ordains:

Article I. Table of Contents. The table of contents for Chapter 91 of the Pipestone City Code ("City Code") is hereby amended by adding the following double-underlined language:

CHAPTER 91: STREETS AND SIDEWALKS

Section

91.01 Application
91.02 Scope and orders of police officers
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
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
91.12 Dynamic Braking

91.99 Penalty

Article II. Dynamic Braking. Chapter 91 of the City Code is hereby amended by adding a new Section 91.12 with the following language:

§ 91.12 DYNAMIC BRAKING.

(A) *Definitions*. For the purpose of this Section, the following definition shall apply unless the context clearly indicates or requires a different meaning:

DYNAMIC BRAKING DEVICE (JAKE BRAKE, ENGINE BRAKE OR COMPRESSION BRAKE) means a device primarily on trucks which alters the normal compression of the engine and subsequently releases that compression.

ABNORMAL OR EXCESSIVE NOISE means (1) distinct and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort and repose of any person or precludes their enjoyment of property or affects their property's value, (2) noise in excess of that

permitted by Minnesota Statutes Section 169.69, as it may be amended from time to time, which requires every motor vehicle to be equipped with a muffler in good working order, or (3) noise in excess of that permitted by Minnesota Statutes Section 169.693 and Minnesota Rules, parts 7030.1000 through 7030.1050, as this statute and these rules may be amended from time to time, which establish motor vehicle noise standards.

(B) It shall be unlawful for any person to discharge the exhaust or permit the discharge of the exhaust from any motor vehicle except through a muffler that effectively prevents abnormal or excessive noise and complies with all applicable state laws and regulations.

(C) It shall be unlawful for the operator of any truck to intentionally use a Dynamic Braking Device on any public highway, street, parking lot or alley within the City which causes abnormal or excessive noise, except in an emergency.

(D) Signs stating "VEHICLE NOISE LAWS ENFORCED" may be installed at locations deemed appropriate by the City Council to advise motorists of the prohibitions contained in the City Code, except that no sign stating "VEHICLE NOISE LAWS ENFORCED" shall be installed on a state highway or Pipestone County road without a permit from the Minnesota Department of Transportation or Pipestone County, respectively. The provisions of this Section are in full force and effect even if no signs are installed.

(E) Any person, firm or corporation who violates any provision of this Section shall, upon conviction, be guilty of a petty misdemeanor and punished by a fine of not more than $300.

Article III. Severability. Should any section or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the ordinance as a whole or any part other than the part declared invalid.

Article IV. Effective Date. This ordinance shall become effective the day after its legal publication.

Adopted this ___ day of _____, 2026.

_____
Dan Delaney, Mayor

ATTEST: _____
Stephanie LaBrune, City Administrator / Clerk

Date of Publication _____

Effective Date _____

RESOLUTION 2025-76

A RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BEING DEVELOPED BY ALISON DOUTY; GRANTING THE ABATEMENT.

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

Section 1. Authorization and Recitals.

1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the City on a parcel of real property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.

1.02. The City has adopted the Pipestone Home Initiative (PHI) which further stipulates requirements before an abatement of taxes will be granted for residential development.

1.03. Alison Douty applied for a property tax abatement pursuant to the City's Home Initiative on property legally described as Lot Three (3), Block Two (2), Third Addition in Southwest Acres Subdivision to the City of Pipestone, Minnesota.

1.04. Pursuant to the Act, the Council on December 1, 2025, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Pipestone County Star, the official newspaper of the City.

Section 2. Findings. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

2.01. There is a need for new development on the property to increase the tax base of the City and to improve the general economy of the state.

2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.

2.03. The property is not located in a tax increment financing district.

2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10%) of the City's current property tax levy or $200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this resolution.

Section 3. Granting of Tax Abatement.

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the property for three (3) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

3.02. The City shall provide the awarded abatement payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30th of that calendar year.

3.03. The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one (1) year following approval of the taxing authority's resolution, whichever is first.

3.04. The abatement may be modified or terminated at any time by the City Council in accordance with the Act.

Passed and adopted by the City Council of the City of Pipestone this 15th day of December 2025.

_____
Dan Delaney
Mayor

ATTEST:

_____
Stephanie LaBrune
City Administrator / Clerk

RESOLUTION 2025-77

A RESOLUTION DECLARING EQUIPMENT OR PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF THE SAME.

WHEREAS, The City Council of the City of Pipestone, Minnesota has been advised by staff that the following item(s) or equipment are no longer needed for current or future municipal operations:

- 1996 Dodge Pickup Truck VIN: 1B7HC16X1TS620739

AND WHEREAS, The value of this/these item(s) is estimated to be less than $25,000,

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

1. The council declares the property listed above as surplus.
2. The council authorizes the disposal of said property by advertising it for sale on the open market pursuant to Minn. Stat. § 471.345 at a price of $250.00 to the first paying customer.
3. Pursuant to Minn. Stat. § 15.054, the property will not be sold to a city officer or employee.
4. All sales shall be final and the property is to be sold in “as-is” condition.

Passed by the City Council of Pipestone, Minnesota this 15th day of December, 2025.

_____

Dan Delaney
Mayor

Attested:

_____

Stephanie LaBrune
City Administrator / Clerk

RESOLUTION 2025-78

RESOLUTION APPROVING AN AMENDMENT TO THE SPENDING PLAN FOR TAX INCREMENT FINANCING DISTRICTS No. 12 and No. 13 IN THE CITY

BE IT RESOLVED by the City Council (the "City Council") of the City of Pipestone (the "City"), Pipestone County, Minnesota as follows:

Section 1. Background; Findings.

(a) The City and the Pipestone Economic Development Authority (the "Authority") have previously established Tax Increment Financing Districts No. 12 (Coburns) and No. 13 (Downtown) (the "TIF Districts") and adopted tax increment financing plans therefor (the "TIF Plans").

(b) On November 21, 2021, following a public hearing, the City Council adopted a spending plan for the TIF Districts in accordance with the temporary authority granted under Minnesota Statutes, Section 469.176, Subd. 4n (the “Act”), in the form submitted to the City Council by the Authority (the "Spending Plan"), authorizing the use of unobligated tax increment revenues from the TIF Districts in order to stimulate the construction or substantial rehabilitation of private development in a way that will also create or retain jobs.

(c) The City is amending the Spending Plan to extend the deadline the funds must be spend, loaned, invested or otherwise irrevocably committed to December 31, 2026.

(d) The City has performed all actions required by law to be performed prior to the approval of the Amendment to the Spending Plan, including, but not limited to, causing notice of a public hearing to be published and holding a public hearing on the date hereof on the adoption of the Spending Plan.

(e) All findings regarding the compliance of the Spending Plan with the Act are recited within the Spending Plan and are incorporated within this resolution by reference.

Section 2. Approval of the Amendment to the Spending Plan.

(a) The Amendment to the Spending Plan for the TIF Districts is hereby approved.

(b) The Authority is hereby authorized to carry out the terms of the Amendment to the Spending Plan in such manner as it determines to be consistent with the Spending Plan.

Passed and adopted by the City Council of the City of Pipestone this 15th day of December 2025.

ATTEST:

Dan Delaney Mayor	Stephanie LaBrune City Administrator / Clerk

RESOLUTION 2025-79

RESOLUTION ACCEPTING DONATION(S)

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

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

Name of Donor(s)	Amount	
• Dan & Linda Delaney	$100.00	Lights at the Lodge event
• Dynamic Health Chiropractic, Ltd.	$100.00	Lights at the Lodge event

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

WHEREAS, the City Council finds that it is appropriate to accept the donations and/or gifts offered.

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

1. The donations and/or gifts 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/gifts.

Passed and adopted by the City Council of the City of Pipestone this 15th day of December, 2025.

_____
Dan Delaney
Mayor

ATTEST:

_____
Stephanie LaBrune
City Administrator / Clerk

RESOLUTION 2025-80

RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Pipestone** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1061979** ("Agreement");
- That it hereby agrees to the terms and conditions of the Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Pipestone**.

Adopted by the City of Pipestone on this 15th day of December, 2025.
[GRANTEE NAME]

By: _____

Print Name: Dan Delaney

Title/Date: Mayor 12/15/2025

ATTESTATION:
(different authorized signer than above)

By: _____

Print Name: Stephanie LaBrune

Title/Date: City Administrator/Clerk 12/15/2025

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **The City of Pipestone, 119 2nd Avenue SW, Pipestone, MN 56164** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project **A5901-61** ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
   - 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
   - 1.2 **Expiration Date.** This Agreement will expire on **June 30, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
   - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
   - 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
   - 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement
2. **Grantee's Duties**
   - 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
   - 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
   - 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of Minn.Stat.§16B.97, Subd. 4(a)(1).

2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.

2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.

3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Cost Participation and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit **B**.

4.1.1 **Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Sufficiency of Funds**. Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.

4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **$51,300.00.**

4.4 **Payment**

4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: https://www.dot.state.mn.us/aero/airportdevelopment/forms.html. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services.

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.

4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

4.4.4 **State's Payment Requirements**. The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the

State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

4.4.6 **Grant Monitoring Visit and Financial Reconciliation**. If the State's total obligation is greater than $50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than $250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.

4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.

4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.

4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.

4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. **Authorized Representatives**
   6.1 The State's Authorized Representative is:
   Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or
   Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or their successor.
   The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

   6.2 Grantee's Authorized Representative is:
   Stephanie LaBrune, Interim City Administrator
   (507) 825-3324, cityclerk@cityofpipestone.com
   119 2nd Avenue SW
   Pipestone, MN 56164
   or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. **Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification**
   7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

   7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

   7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

   7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

   7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

   7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. **Government Data Practices and Intellectual Property Rights**
    10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 **Intellectual Property Rights.**

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification**. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation**. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation**. Grantee certifies that it is in compliance with Minn. Stat. §176.181 subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Publicity and Endorsement**
    12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

    12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**
    14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

    14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

    14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:
        14.3.1 It does not obtain funding from the Minnesota Legislature; or

        14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

    14.4 **Suspension.** The State may immediately suspend this Agreement:
        14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or

        14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. **Data Disclosure.** Under Minn. Stat. § 270C.65 subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified

or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
    - 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
    - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
    - 17.3 A violation of this Section is a misdemeanor; and
    - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

21. **Additional Provisions**
    [Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

MnDOT Contract #: **1061979**

MnDOT ENCUMBRANCE VERIFICATION
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.
By:
Date:
SWIFT Contract #_____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION
as delegated

By:

Date:

GRANTEE
Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.
By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

MnDOT CONTRACT MANAGEMENT

By:

Date:

EXHIBIT "A"

Pipestone City Hall
119 2nd Avenue SW
Pipestone, MN 56164
507-825-3324
507-825-5353
www.progresivepipestone.com

PIPESTONE Minnesota

November 20, 2025

Mr. Luke Bourassa, P.E.
Airport Development Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, MN 55155

RE: Grant Application
Pipestone Municipal Airport (PQN)
100LL and Jet A Fuel System Replacement

Dear Mr. Bourassa:

Please find enclosed the proposal for professional services for the project at Pipestone Municipal Airport in Pipestone, Minnesota.

The project involves replacing the existing underground 100LL and Jet A fuel systems with above-ground systems.

The City of Pipestone respectfully requests a State grant agreement in the amount of **$51,300.00** for this project. Once construction bids are obtained, the City will request a grant amendment as needed.
If you require any additional information or documentation, please feel free to contact me at cityclerk@cityofpipestone.com or (507) 825-3324.

Sincerely,

Signed by:
Stephanie LaBrune
C088888EA0C64AA...

Interim City Administrator

cc:
Brian Conklin, MnDOT Aeronautics
Chris Gardner, MnDOT Aeronautics
Arika Johnson, MnDOT Aeronautics
Silas Parmar, Bolton & Menk, Inc.

Enclosures:
- Professional Service Agreement
- Cost Split

EXHIBIT "B"

Airport: Pipestone Municipal Airport
Ident: PQN
Sponsor: City of Pipestone, MN
State Project: A5901-61
State Agreement #:
Description: **100LL and Jet A Fuel System Replacement**
Version Date: 8/11/2023 (date modified)

Construction	Description	Total	State Funding Rate	State	Local
		$ -	60%	$ -	$ -
		$ -	60%	$ -	$ -
		$ -	60%	$ -	$ -
	CONSTRUCTION SUBTOTAL	**$ -**		**$ -**	**$ -**

Engineering	Description	Total		State	Local
	Design & Bid Administration - Bolton & Menk, Inc.	$ 85,000.00	60%	$ 51,000.00	$ 34,000.00
		$ -	60%	$ -	$ -
		$ -	60%	$ -	$ -
	ENGINEERING SUBTOTAL	**$ 85,000.00**		**$ 51,000.00**	**$ 34,000.00**

Administration	Description	Total		State	Local
	Bid Advertising	$ 500.00	60%	$ 300.00	$ 200.00
		$ -	60%	$ -	$ -
		$ -	60%	$ -	$ -
	ADMINISTRATION SUBTOTAL	**$ 500.00**		**$ 300.00**	**$ 200.00**

Grant Amounts	**$ 85,500.00**		**$ 51,300.00**	**$ 34,200.00**
Grant Percentages	**100.00%**		**60.00%**	**40.00%**

RESOLUTION 2025-81

A RESOLUTION APPROVING FUND TRANSFERS.

BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota that the following fund transfers be approved for Fiscal Year 2025 Budget:

Storm Sewer to 2017 Street Debt Service	$	26,600.00
Storm Sewer to 2018 Street Debt Service	$	33,525.00
Storm Sewer to 2022 Street Debt Service	$	119,800.00
Storm Sewer to 2023 Street Debt Service	$	28,400.00
General to Water	$	100,000.00
Liquor to Rec	$	50,000.00
General to Capital Equipment	$	20,000.00
Cemetery to Capital Equipment	$	19,500.00
Park & Recreation to Capital Equipment	$	71,400.00
Street to Capital Equipment	$	130,600.00
Municipal Building to Capital Equipment	$	10,000.00
Storm Sewer to Capital Equipment	$	37,000.00
Cable Access to Capital Equipment	$	20,000.00
Water to Capital Equipment	$	88,000.00
Sewer to Capital Equipment	$	85,500.00
Garbage to Capital Equipment	$	57,500.00
Liquor to Capital Equipment	$	8,500.00
Data Processing to Capital Equipment	$	6,500.00
Perpetual Care to Cemetery	$	700.00

Passed and adopted by the City Council of the City of Pipestone this 15th day of December 2025.

_____
Dan Delaney
Mayor

ATTEST:

_____
Stephanie LaBrune
City Administrator/Clerk

RESOLUTION 2025-82:

RESOLUTION APPROVING AMENDMENT TO THE LEGAL SERVICES - CRIMINAL PROSECUTION AGREEMENT WITH O'NEILL, O'NEILL & BARDUSON

This Agreement Amendment ("Agreement") is entered into by and between the CITY OF PIPESTONE, a Minnesota municipal corporation, ("City") and the law firm of O'NEILL, O'NEILL & BARDUSON ("Law Firm") effective January 1, 2025.

WHEREAS, the City and Law Firm entered into a written Agreement for Criminal Legal Services effective April 18, 2023; and

WHEREAS, the City and Law Firm have mutually agreed amend the compensation terms of said Agreement;

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the City and the Law Firm agree said Agreement for Criminal Legal Services is reaffirmed in all respects except for the following amendment to which the parties hereto agree and which shall be binding upon them as if a part of the original Agreement for Legal Services.

Compensation: The City agrees to pay the Law Firm for its criminal legal services in accordance with the following a monthly fee of $3,300.00 effective January 1, 2026.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

Dated:_____ CITY OF PIPESTONE

By:_____
Dan Delaney
Its Mayor

By:_____
Stephanie LaBrune
Its City Administrator

Dated:_____ O'NEILL, O'NEILL & BARDUSON

By:_____
Damain D. Sandy
City Criminal Attorney

By:_____
Scott L. Barduson
Its partner

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

Emmett O'Neill (1906-1995)
James E. O'Neill (Retired)
Scott L. Barduson
Damain D. Sandy
Destiney L. Grooters

Telephone (507) 825-4266
Fax (507) 825-4267
mail: office@ooblawfirm.com

April 13, 2023

City of Pipestone
Attn: Deb Nelson

VIA EMAIL

Re: Legal Services—Criminal Prosecution

Dear Deb:

Our office is formally submitting this proposal to the City for consideration of the criminal prosecution duties for the City. Any inquiries about the proposal may be directed to me at the address and telephone number stated above or via email at dsandy@ooblawfirm.com.

As for the description and overview of legal services proposal:

1. Firm History. O'Neill, O'Neill & Barduson has been a fixture in Pipestone since the 1940s, originally founded by Francis and Emmett O'Neill, and subsequently joined by Jim O'Neill in the early 1970s and Scott Barduson in the late 1970s. I joined the firm in February 1998 and Destiney Grooters joined in October 2020. In addition to being a private practice law firm, attorneys with the firm have held the office of the Pipestone County Attorney since January 1979, with Jim serving nine terms and me serving as an Assistant County Attorney to Jim for 17 years and succeeding Jim as County Attorney beginning in January 2015.

2-5. Name, Qualifications, Experience, Trials. Destiney Grooters, any person we may hire in the future and I will be responsible for City criminal prosecution. This would include petty misdemeanor, misdemeanor and targeted gross misdemeanors, as well as violations of City Ordinances.

I am a 1988 graduate of St. John's University, Collegeville, MN. I graduated cum laude from William Mitchell College of Law, St. Paul, MN in 1993. Upon joining this office in 1998, I was assigned prosecution and litigation duties of the County Attorney's Office and have prosecuted well over 1500 adult criminal cases, mostly consisting of felonies and gross misdemeanors, as well as hundreds of juvenile criminal cases. I have had approximately 25 jury trials and approximately 100 misdemeanor and petty misdemeanor court trials. I have also been involved in numerous other contested hearings and have written several appellate briefs.

Destiney is a 2016 graduate of Minnesota State University—Moorhead and a 2019 graduate of the University of North Dakota Law School. Prior to joining the firm, Destiney was employed as

a law clerk for a judge in Ottertail County and had experience in the Becker County Attorney's Office and the United States Attorney's Office for North Dakota. She is currently handling all adult criminal prosecutions for the County. Destiney has had four jury trials and several court trials.

6. Information Services: We have access to the NCIC and Minnesota BCA databases.

7. Other Background. We have a good and solid working relationship with the Pipestone Sheriff's Office, Minnesota State Patrol and investigative branch of the BCA.

8. Other Services. We have not recently performed any services for the City. In the past, we, as the County Attorney's Office, would undertake conflict prosecutions for the City when past attorneys such as Bill Scott, Jeff Jones and Mark Steffen had conflicts.

9. Conflicts. I cannot foresee any conflicts of interest arising from prosecuting for the City with our current duties and responsibilities as the Office of the Pipestone County Attorney, with a conflict being defined as representation of one client whose representative is adverse to another past or existing client. Conflicts may arise, however, due to a direct conflict or because of the appearance of a conflict if we are asked to prosecute an existing or former private client. If we have a conflict, we will refer the conflict case out to another local County Attorney's Office/private law firm to handle the case.

10. Research Capabilities. In addition to standard research and reference capabilities used by most attorneys, such as Westlaw, we also have access to educational and substantive materials provided through the Minnesota County Attorneys Association.

11. Response Capabilities. We are well aware of the deadlines and time-needs relating to prosecution and have always had an open-door policy for law enforcement and those we work with.

12. Crime Victims. We have policies and procedures in place to comply with the Crime Victims Act.

13. Fees/Charges. Our proposal for fees is a flat fee, stated below, plus any extraordinary costs that the firm may have to advance relating to said prosecutions. I cannot fathom that we would have such a need or ever advance such costs. However, if extraordinary costs become possible, we will notify the City and get the City's approval before agreeing to incur such costs. An example of extraordinary costs may include lodging for BCA personal required to testify in DWI cases or expert witness fees. I note, however, during my 24-plus years as a prosecutor, that the County has only once or twice needed to pay for lodging expenses and only once retained an expert. Costs would not include incidentals for day-to-day expenses, such a postage, paper, copying fees, pens, etc.

14. Office proximity. 114 North Hiawatha Avenue, Pipestone.

15. Complaints. Destiney and I have not had a malpractice or ethics claim filed against us in the past five years.
16. Malpractice Insurance. The firm has malpractice insurance through Berkley Insurance Company with $500,000.00 per claim and $1,000,000.00 aggregate limits.

Firm Qualifications:

1. References. You may contact Keith Vreeman, Pipestone County Sheriff, Mike Hamann, Pipestone County Chief Deputy, and Edison Dengler, Lt. Investigator at 825-6700.

2. Prosecutions for other Cities. As the County Attorney's Office, we have prosecuted city cases for the smaller communities in the county as a curtesy for as long as Jim O'Neill and I have been the County Attorney. I have also handled conflict cases for Klosterbuer & Haubrich, who prosecute for the City of Luverne. I doubt, however, that any official in any of the cities in Pipestone County or the City of Luverne is aware of any of the facts relating to said prosecutions.

3. Proposed rate and fees: I propose a flat rate of $3,000.00 per month plus reimbursement for extraordinary expenses. This would not be a retainer, there would be no maximum number of hours we will work and there would be no hourly rate applied and fees tacked on above the $3,000.00 rate if we exceeded a maximum number of hours--the proposed rate will apply regardless of the number of hours work prosecuting city cases. As stated above, we will not charge additional fees for equipment, office space, postage, paper, etc. If a conflict arises and we have to engage outside counsel, I'd request the City set a rate of $125.00 per hour for conflict counsel. This rate is line with what the City of Luverne and Murray County have authorized for conflict counsel.

I also suggest we contract a yearly basis, with the City able to terminate on 30 days written notice to our office, and our office able to terminate on 90 days written notice to the City. These different termination periods are based on the possibility that the City may at some point find a capable person to manage both the civil and criminal duties of the Pipestone City Attorney and the City should not be handcuffed and unable to quickly put such a person into the dual roles because it is locked into a contract for the criminal prosecution. The longer termination notice for our office to terminate the contract is requested to afford the City adequate time to get find a replacement should we elect to terminate the contract.

If you have any questions, please contact me. Thank the council for its consideration.

Very truly yours,

O'NEILL, O'NEILL & BARDUSON

Damain D. Sandy

DDS/dds

RESOLUTION 2025-83

RESOLUTION ESTABLISHING THE DAYS, TIMES, AND PLACES OF REGULAR MEETINGS OF THE PIPESTONE CITY COUNCIL, COMMISSIONS, AND COMMITTEES DURING CALENDAR YEAR 2026.

BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota that the regular meetings of the Pipestone City Council shall be conducted on the following days at 6:30 p.m. in the City Hall Council Chambers located at 119 2nd Ave. S.W. in Pipestone, MN 56164 during the calendar year 2026:

2026 CITY COUNCIL MEETING DATES		
Monday, January 5, 2026	Tuesday, January 20, 2026	Monday, February 2, 2026
Tuesday, February 17, 2026	Monday, March 2, 2026	Monday, March 16, 2026
Monday, April 6, 2026	Monday, April 20, 2026	Monday, May 4, 2026
Monday, May 18, 2026	Monday, June 1, 2026	Monday, June 15, 2026
Monday, July 6, 2026	Monday, July 20, 2026	Monday, August 3, 2026
Monday, August 17, 2026	Tuesday, September 8, 2026	Monday, September 21, 2026
Monday, October 5, 2026	Monday, October 19, 2026	Monday, November 2, 2026
Monday, November 16, 2026	Monday, December 7, 2026	Monday, December 21, 2026

and;

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that the regular meetings of the Pipestone City Utility Committee shall be conducted on the third Wednesday of each month at 2:30 p.m. in the City Hall Council Chambers located at 119 2nd Ave. S.W. in Pipestone, MN 56164 during the calendar year 2026; and

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that City of Pipestone Truth in Taxation Public Hearing will be held at 6:30 p.m. on Monday, December 7, 2026; and

BE IT FURTHER RESOLVED by the City Council of the City of Pipestone, Minnesota that all other commissions and committees will hold regularly scheduled meetings as stated in section 30.030 of the City Code Book during the calendar year 2026; and

BE IT FURTHER RESOLVED THAT any regular meeting may be cancelled or moved upon proper notice given as provided in Code Section 2.02 of the Pipestone City Code.

Passed and adopted by the City Council of the City of Pipestone this 15th day of December 2025.

_____
Dan Delaney
Mayor

ATTEST:

_____
Stephanie LaBrune
City Administrator / Clerk

RESOLUTION 2025-84

A RESOLUTION AUTHORIZING THE PUBLICATION OF A SUMMARY FOR ORDINANCE 169, FOURTH SERIES: AN ORDINANCE ESTABLISHING FEES, CHARGES AND COMPENSATION AS ALLOWED BY CITY CODE

WHEREAS, Ordinance 169, Fourth Series: AN AMENDED ORDINANCE ESTABLISHING FEES, CHARGES AND COMPENSATION AS ALLOWED BY CITY CODE was adopted by the Pipestone City Council at their regular meeting on December 15, 2025; and

WHEREAS, State Statute 412.191, Subd. 4 requires publication of all ordinances but allows only the title and summary to be published in cases where the Council deems it appropriate because of the length of the ordinance by a four-fifths majority; and

WHEREAS, Ordinance 169, Fourth Series: AN ORDINANCE ESTABLISHING FEES, CHARGES AND COMPENSATION AS ALLOWED BY CITY CODE is lengthy in nature and publishing the entire ordinance would be costly.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pipestone, Minnesota, hereby approves the publication of the following summary of Ordinance 169, Fourth Series:

ORDINANCE 169, FOURTH SERIES

AN ORDINANCE ESTABLISHING FEES, CHARGES AND COMPENSATION AS ALLOWED BY CITY CODE

The following is a summary. A complete copy of Ordinance 169, Fourth Series is available during regular office hours at the office of the City Administrator.

Ordinance 169, Fourth Series, adopted by the Pipestone City Council, ordains establishing fees, charges and compensation as allowed by City Code with the following revisions:

Animal Control Permits & Fees General
Any animal found unlicensed will be charged two times the rate of the initial permit fee.

General Permits
Anyone found performing work or activities prior to receiving a General Permit will be charged two times the rate of the initial permit fee.

Planning and Zoning	**Fees**
Building Permits	See Attachment A

General Government Charges	**Fees**
Copies	~~.25/Page~~ .10/Page

Utility Costs	**Fee**

Water - State Surcharge	~~.81 Monthly~~ 1.27 Monthly
Water, Sewer, & Garbage Rates	See Attachment B

Attachment A

CITY OF PIPESTONE
BUILDING, MECHANICAL, PLUMBING CODE PERMIT FEE SCHEDULE

Effective Date: 1/1/2026

State Surcharge

The State Surcharge is a state fee imposed on all permits issued by municipalities. The State Surcharge amount is based on MN Statute 326B.148, subdivision 1, which can be viewed here → https://www.revisor.mn.gov/statutes/cite/326B.148

Permit Fees

Pursuant to MN Rules Chapter 1300.0160 subpart 4, permits fees shall be based on valuation except:

- one- and two-family dwelling maintenance permits for roofing, siding, windows, doors, or other minor projects may be charged a fixed fee.
- permits for plumbing, mechanical, electrical, or other building service equipment systems may be based on valuation or charged a fixed fee.

Valuation

Pursuant to MN Rules Chapter 1300.0160 subpart 3, The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include the total value of all construction work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. The building permit valuation shall be set by the Building Official. For determining the permit valuation, the Building Official will use the supplied valuation with a minimum value as calculated by the current International Code Council Building Valuation Data Table (and other data as needed, for projects not specified in that table).

Valuation Table

Fee Schedule Base: 1997 (+15%)

Value up to (and including):	Base Amount:	For the first:	Plus:	For each additional:
$2000.00	$83.50			
$25,000.00	$83.50	$2000.00	$16.55	$1,000 or fraction thereof
$50,000.00	$464.15	$25,000.00	$12.00	$1,000 or fraction thereof
$100,000.00	$764.15	$50,000.00	$8.45	$1,000 or fraction thereof
$500,000.00	$1,186.65	$100,000.00	$6.75	$1,000 or fraction thereof
$1,000,000.00	$3,886.65	$500,000.00	$5.50	$1,000 or fraction thereof
Over $1,000,000.00	$6,636.65	$1,000,000.00	$4.50	$1,000 or fraction thereof

Plan Review/Compliance Verification Fees – (Commercial and Residential)
Unless otherwise noted, all permits require a review for compliance with applicable codes.

- Plan Review/Compliance Verification:
  - 65% of the Permit Fee

- Review of State-approved plans:
  - 25% of the Plan Review/Compliance Verification fee identified above.
- Plan Review/Compliance Verification for master and similar plans:
  - 65% of the permit fee for the original plan review
  - 25% of the permit fee for similar plans
  - The use of these fees must be identified upon submittal of the master plan.

RESIDENTIAL PERMIT FEES

(for permits that are issued over-the-counter and have flat-rate fees)

(Definition of residential: IRC-1 Single Family Dwelling: Any building that contains one dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. IRC-2 Two-Family Dwelling: Any building that contains two separate dwelling units with separation either horizontal or vertical on one lot used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. IRC-3 – Townhouse: Definition: A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and having open space on at least two sides of each unit. Each single-family dwelling unit shall be considered to be a separate building. Separate building service utilities shall be provided to each single-family dwelling unit when required by other chapters of the State Building Code. IRC-4 Accessory Structure: Definition: A structure not greater than 3000 ft2 in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

➢ Unless identified below, all residential permits require a valuation, and fees shall be calculated using the Valuation Table.

Fixed Fees are as follows and do not require a review for compliance:

Maintenance Permit Fees (for one- and two-family dwellings and accessory structures only):

- Re-Roof: $150.00 - Replacement of like-for-like roof covering materials only
- Re-Side: $150.00 - Replacement of siding material only
- Re-Window: $150.00 - Replacement of same size windows
- Re-Door/Garage door: $150.00 - Replacement of same size doors

Plumbing Permit Fees:

- New/replacement fixtures: $80.00 (plus $10.00 per fixture after 8 fixtures)

Mechanical Permit Fees:

- New appliances/fireplace inserts: $80.00 minimum (plus $40 per unit after 2 units)
- Gas Line (with mechanical permit): $40.00
- Gas Line only permit: $80.00
- Fireplace masonry – Based on valuation (building permit required)

Exterior Structure Fees

- The following exterior structure permits require a valuation and fees shall be calculated using the valuation table.

  - Retaining Wall (over 4' in height)
  - Fence (over 7' in height)
  - Sheds (over 200 sq. feet)
  - Permanent and In-ground Swimming Pools

COMMERCIAL PERMIT FEES

(Includes Structures that are not Residential as defined in the "Residential Permit Fees" Section; Fire Suppression & Alarm systems; Mechanical systems; and Plumbing systems)

- All commercial permits require a valuation and fees shall be calculated using the Valuation Table.

  - Building Permit minimum: $100.00
  - Plumbing Permit minimum: $100.00
  - Mechanical Permit minimum: $100.00
  - Gas Line Only Permit minimum: $100.00
  - Fire Suppression Permit minimum: $100.00
  - Fire Alarm Permit minimum: $100.00

Demolition Permit Fees

- All demolition permits require a valuation and fees shall be calculated using the Valuation Table.

Manufactured (Mobile), Modular, and Moved In Structure Fees

- Foundations and interior remodels for these structures require separate permits which requires a valuation. Fees shall be calculated using the valuation table.

  - Pre-Move Inspection: $105.00/hour
  - Installation: $200.00
  - Mechanical Connection requires a Mechanical Permit
  - Plumbing Connection requires a Plumbing Permit

OTHER INSPECTIONS AND FEES

Re-inspection Fee - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is requested is not complete or when required corrections are not made. On valuation-based building permits, this fee is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may also be assessed 1) when full access to the site is not provided for the inspector, 2) when the inspector is not met by the responsible individual (no-show), 3) on fixed-fee permits where corrections are required to be inspected, and 4) when deviations from the approved plans have occurred without prior Building Official approval. Re-inspection fees are due on or before the re-inspection. Payment to be made payable to the Municipality:	$75.00
Inspections outside of normal business hours:	$105.00/hr.
Inspections for which no fee is indicated, miscellaneous and special services (half-hour minimum):	$105.00/hr.
Additional Plan Review required by changes, additions, or revisions to approved plans (half-hour minimum)	$105.00/hr.
Special Investigation fee (work started without obtaining a permit)	100% of permit fee
Residential Contractor License verification (for eligible projects) MN Statute 236B.815 Subd. 2	$5.00
Lead Certification verification (for eligible projects) MN Statute 236B.103 Subd. 13	$5.00
Change of Use with no other permits issued	$100.00
Permit Renewal within 6 mos. of expiration (no plan changes, no code changes, new permit number)	50% of original permit fee
Refunds for Issued Permits: NOTE: The permit applicant is responsible to pay the Plan Review fee (if the Review has been completed) even if the project is cancelled prior to permit issuance.	
Fixed-fee permits	0%
Plan review fee	0%
Permit fee (if work not started) within 6 months of issuance by municipality	60%

Attachment B

CITY OF PIPESTONE
WATER AND SANITARY SEWER RATES

Residential and commercial water rates shall be ~~$1.03~~$1.13 per 100 gallons of water consumed.
Residential sewer rates shall be ~~$1.23~~$1.36 per 100 gallons of water metered.
Commercial sewer rates shall be ~~$1.23~~$1.36 per 100 gallons of water metered.

Customer Access Charge for Water

For all improved property with available water service ~~$36.30~~ $39.93 per month

Customer Access Charge for Sewer

For all improved property with available sewer service ~~$22.20~~$28.08 per month

GARBAGE RATES

Large Dumpster Rates

Dumpster Size	Commercial Cost Per Pickup
1-1/2 Yard	~~$32~~ $35
3 Yard	~~$48~~ $54
4 Yard	~~$64~~ $72
6 Yard	~~$96~~ $108
8 Yard	~~$128~~ $144

Commercial Garbage Route Customers:

Dumpster Size	Pickups Per Week	Monthly Cost	
1-1/2 Yard	3	~~$384~~	$420
1-1/2 Yard	1	~~$128~~	$140
1-1/2 Yard	every other	~~$64~~	$70
1-1/2 Yard	once per month	~~$32~~	$35

Tax Charged in Addition to Fees:

*Commercial Solid Waste Tax 17%

*Residential Solid Waste Tax 9.75%

City Storm Sewer Rates

Property Type	REF	Monthly Rates
Single Family Resident Storm Sewer Rate		~~$10.60~~ $11.24 / Parcel
Agricultural/Undeveloped	0.00	REF X ~~$10.60~~ $11.24 X ACRES (NTE $100)
School	1.70	REF X ~~$10.60~~ $11.24 X ACRES (NTE $100)
Multifamily	1.80	REF X ~~$10.60~~ $11.24 X ACRES (NTE $100)
Institutional	1.80	REF X ~~$10.60~~ $11.24 X ACRES (NTE $100)
Commercial	1.90	REF X ~~$10.60~~ $11.24 X ACRES (NTE $100)
Industrial	1.90	REF X ~~$10.60~~ $11.24 X ACRES (NTE $100)

Storm Sewer Rates for Property Classes other than Single Family Residents is based on a Residential Equivalency Factor (REF) and Parcel Size.

*Monthly Storm Water Rate Calculation: REF X ~~$10.60~~ $11.24 X Acres (up to $100/month Max Charge)

Passed and adopted by the City Council of the City of Pipestone this 15th day of December, 2025.

_____

Dan Delaney
Mayor

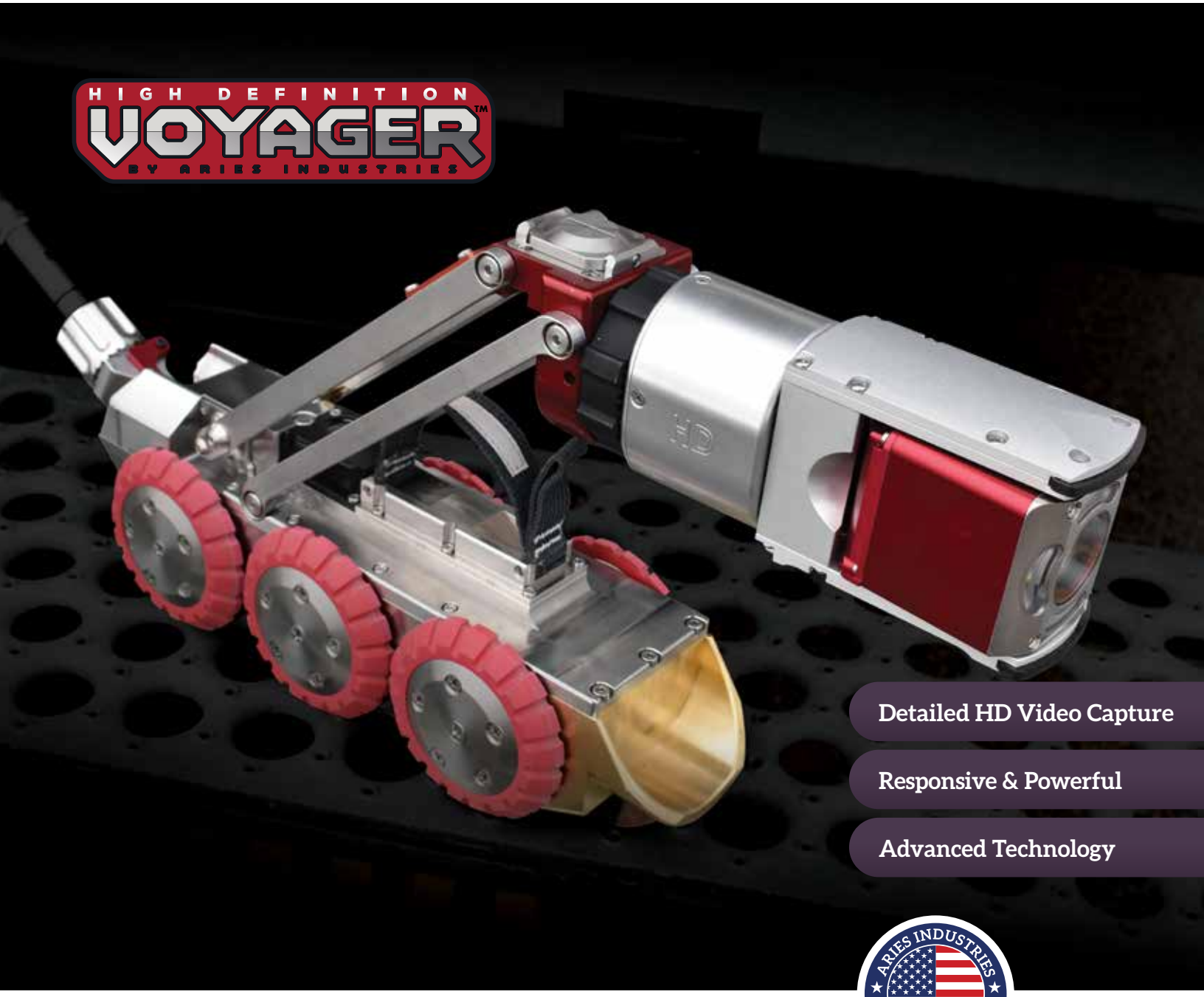
ATTEST:

_____

Stephanie LaBrune
City Administrator/Clerk

ARIES
INDUSTRIES, INC.

VOYAGER™ HD MAINLINE INSPECTION SYSTEM



Detailed HD Video Capture

Responsive & Powerful

Advanced Technology

ARIES INDUSTRIES MADE IN USA

raising the bar UNDERGROUND

See more **clearly.**

Voyager™ HD Mainline Inspection System

The Voyager™ HD System powers through debris and steers past obstacles to capture detailed, high-definition video of mainline conditions. The system combines a durable tractor, HD 1080p WiperCam camera, and 1200' cable reel—operated by a CANbus controller for unmatched responsiveness.

DESIGNED & BUILT
BY ARIES INDUSTRIES

Clarity

The critical element of any inspection is the quality of the video captured underground. The compact Voyager™ HD WiperCam Camera delivers unmatched clarity to ensure no detail is missed.

- Pan and tilt 1080p HD video camera
- 120x zoom capability
- Built-in lens wiper technology

Power

Debris and obstacles are no match for the rugged and responsive Voyager™ HD Transporter. Its all-wheel drive and instantaneous response give you complete control underground.

- Rear-viewing HD camera
- Multiple wheel configurations and integral camera lift
- Auto-drive to waypoints and auto-retrieve

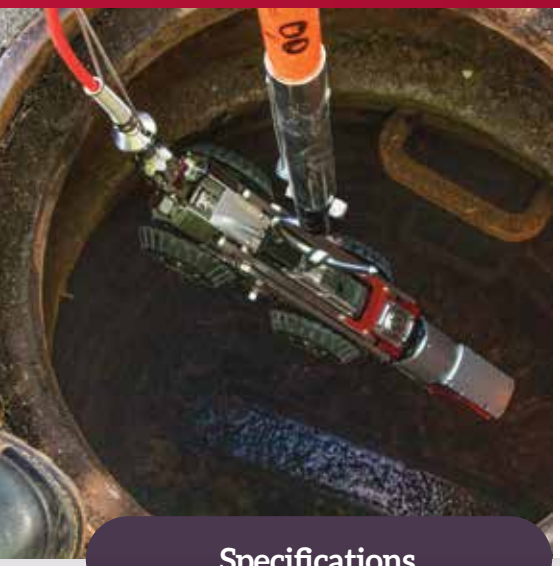
Control

Operate every element of the Voyager™ HD Mainline Inspection System with a single, ergonomically advanced joystick controller. The digital CANbus controller delivers instantaneous crawler and camera response, while the handheld pendant allows for operation right at the manhole.

Access

Getting there is half the battle. From fully-customized high cube trucks to the TrailBlazer mobile enclosure, we make sure you can take your HD inspections wherever you need to go. Once on the job site, 1200' of cable extends your reach and minimizes set ups.

Get more information about Voyager™ HD Mainline Inspection System
& our other products at ariesindustries.com or call 800-234-7205.



Voyager™ HD Mainline Inspection System

Making the most of every minute in the field is our number one goal. That's why the Voyager™ HD Mainline Inspection System was built to withstand the toughest environments, while also being easy to operate and maintain. We minimized set ups with 1200' of cable and we back up the Voyager™ HD Mainline Inspection System with Total Support. That means you have a team of industry veterans ready to answer questions, train your team, complete repairs or ship out parts from our U.S.-based facility.

Specifications

Overall System Specifications:

- Includes: Controller, Crawler, Camera, Reel

Desktop Controller

- Digital CANbus controls for instantaneous crawler & camera response
- Ergonomic controller with keyboard and dual joysticks
- Responds to multiple controls simultaneously
- Graphical crawler roll-angle display
- Rollover risk alerts
- Loss of seal integrity alerts with proactive internal pressure, temperature & humidity monitoring
- Crawler speed display
- Control tractor, reel & camera at the manhole with handheld pendant

Crawler

- Crawler fits pipes relined 6"-48" and larger
- Standard motorized camera lift with internal gearing
- Autonomous time-saving functions such as auto-drive to waypoints & auto-retrieve
- Tool-less camera attach/detach with rugged connector
- Tool-less cable attach/detach
- Tough, reflective Kevlar lift strap with deployment loop
- HD backup camera

Camera

- Pan & tilt, 120x zoom HD camera captures and transmits excellent quality, HD video (1080p x 1920p)
- In-the-pipe Aries WiperCam lens cleaning system with field-replaceable wipers
- Optional dual camera lasers for accurate crack measurement
- Front camera bumpers

Cable Reel

- Truck-mounted reel with 1200' of 6-conductor cable
- 1200-pound pull strength
- Simple 6-wire reel termination
- Cable management with electronic clutch responsive to crawler movement
- Street-accessible reel controls with emergency stop
- Quick one-button downrigger deployment
- Level wind with footage counter
- Precisely adjustable drum tension control

Sourcewell Awarded Contract
Contract # 120721-ARS

BuyBoard

HGACBuy™
HELPING GOVERNMENTS ACROSS THE COUNTRY BUY

ARIES

Corporate Office
550 Elizabeth Street
Waukesha, WI 53186
Toll Free: 800-234-7205
Phone: 262-896-7205
Fax: 262-896-7099

Western Regional
5748 E. Shields Avenue,
Suite 101
Fresno, CA 93727
Toll Free: 800-671-0383
Phone: 559-291-0383
Fax: 559-291-0463

Southern Regional
Atlanta, GA
Toll Free: 800-234-7205
Fax: 262-896-7099

Aries Canada Ltd.
95 Whitmore Road, Unit 1
Vaughan, Ontario
Canada, L4L 6E2
Toll Free: 877-730-7010
Phone: 905-265-2279
Fax: 905-265-2299

22606 186th Ave
Cold Spring, MN
800-450-6969

Date: **November 21, 2025**

To: **Joel Adelman**
City of Pipestone, MN
1407 2nd Ave NE
Pipestone, MN 56164

From: Bill Rood

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) 2026 Aries CCTV Voyager Command Center, Installable per MN Contract 187482

	MN Contract Equipment Options		
1.0	Base Unit Vehicle mountable Aries Voyager system 6" -24" Mainline	$	110,942.00
1.2.3	Add large line kit with 8" and 11" tires, TR400	$	13,460.00
1.2.6	Add coarse grit carbide wheel for 8-12" pipes (2)	$	744.00
1.2.7	Add coarse grit carbide wheel for 12-18" pipes (2)	$	1,182.00
1.6.1	Add under reel storage drawer, Voyager	$	2,060.00
	Delivery and 2 days Training		Included
	Subtotal	$	128,388.00
	Non Contract Options		
Installation	Labor to install new HD CCTV system in current customer trailer delivered to Flexible Pipe Tool.	$	3,000.00
	Trade In Allowance for current Aries Components Cameras and Tractors	$	(5,000.00)
	Total:	**$**	**126,388.00**

By: Bill Rood
Flexible Pipe Tool Company

Authorized Signature Title

City of Pipestone, MN

201, 205, 207

Location Map

11/25/2025, 11:02:22 AM

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Service Line

Non-Lead | Non-Lead

Water Service Pipe Point

Water Curb Stop

Water Valve

Water Hydrant

Watermain

Watermain Service Pipe

City Limits

Parcels

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin,

City of Pipestone

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usage

ACTIVE

WA	1	1	0	36.30	02-050600-00	79.31
SW	SEWER			22.20		
SF	STATE FEE			0.81		
SS	STORM SWR			17.50	12/10/2025	86.99
TX	TAX			2.50		

201 WEST MAIN

201 WEST MAIN

CR03

GEYERMANS
201 WEST MAIN
PIPESTONE MN
56164-1633

79.31 12/10/2025 86.99

02-050600-00

ACTIVE

usage

ACTIVE

WA	303	310	7	43.51	02-023201-01	95.62
SW	SEWER			30.81		
SF	STATE FEE			0.81		
SS	STORM SWR			17.50	12/10/2025	104.88
TX	TAX			2.99		

205 WEST MAIN

205 WEST MAIN

CR03

GEYERMANS
201 WEST MAIN
PIPESTONE MN
56164-1633

95.62 12/10/2025 104.88

02-023201-01

ACTIVE

FINAL

WA	306	306	0	9.65	02-026900-01	33.67
SW	SEWER			10.83		
SF	STATE FEE			0.53		
SS	STORM SWR			12.00	3/10/2014	33.67
TX	TAX			0.66		

Inactive
*Should be billed for Base Fees.

207 WEST MAIN

207 WEST MAIN

2014 Old rate

CR03

GEYERMANS
201 WEST MAIN
PIPESTONE MN

33.67 3/10/2014 33.67

56164-1633

02-026900-01

FINAL