EMPIRE CITY COUNCIL AGENDA
March 24, 2026 - 7:00 PM, Empire City Hall

A. Call Meeting to Order and Flag Pledge

B. Roll Call

C. Approve the Agenda

D. Consent Agenda

D.1 Minutes of the 3/10/2026 City Council Meeting; 3/17/2026 Planning Commission Meeting; 3/23/2026 Park & Rec. Commission Meeting
D.2 Bill List as of 3/24/2026
D.3 Cash Balance Report as of 3/24/2026
D.4 Consider Approving Mobile Food Unit Licenses
D.5 Consider Approving Revised Agreements for Stelzel Field Rental and Stelzel Field Concession Stand Use

E. Visitors

The Visitors Forum is intended to afford the public the opportunity to address concerns to the City Council. Each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local governmental topics rather than private agendas. The Council may discuss but will not take formal action on visitors' forum presentations.

F. Committee Reports:

Maintenance / Sewer and Water / Road and Bridges

Law Enforcement

Park & Rec

Engineering
1. Engineering Report

Planning
1. Consider Approving Site Plan Review Application from McNamara Contracting (Road Construction Business)
2. Consider Approving Site Plan Review Application from Vertical Bridge (170th Street Communications Tower Site)
3. Proposed Comprehensive Plan Amendment from the City of Farmington (Sawyer Glenn Development)
4. Update on Proposed Starter Homes Act

G. Old Business

H. New Business

H.1 Consider Proposed Lease Agreement for Farming Operations on Empire Public Works Building Property

H.2 Update on Application for Large Assembly for New Year's Celebration at Watt Munisotaram
H.3 Consider Approving the 2025 Financial Audit and Statements as Presented
H.4 Consider Adopting Resolution 2026-3A; Approving Transfer of Road & Bridge Fund Balance to the General Fund
H.5 Consider Adopting Ordinance No. 375 (Amended Right-of-Way Ordinance) and Its Summary for Publication
H.6 Public Hearing - Consider Adopting Ordinance No. 515-2026A - (Amended Fee Schedule Ordinance) and Its Summary for Publication
H.7 Information on Proposed Reimbursement Agreement Between City of Empire and Frontier Communications for Inspection Reimbursement

I. Meetings: Planning Commission Meeting 4/7/2026, 8PM; Park & Rec. Commission Meeting 4/13/2026, 7PM; City Council Meeting 4/14/2026, 7PM

J. FYI

J.1 Information on Dakota County CIP Update
J.2 Charter Communications - Cable Lineup Changes

K. Adjournment

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Minutes of the 3/10/2026 City Council Meeting; 3/17/2026 Planning Commission Meeting; 3/23/2026 Park & Rec. Commission Meeting

Attachment(s): *3 10 26 Council Minutes.pdf*
3 17 26 PC Minutes.pdf
PR Minutes 3 23 26.pdf

CITY OF EMPIRE

Empire City Council Meeting Minutes
March 10, 2026, Empire City Hall

The meeting of the Empire City Council was called to order by Mayor Melanie Lee at 7:00 PM. Mayor Lee joined via Microsoft Teams.

Present were: Council members: Danny Rubio; Marla Vagts; Mark Page. Also present were Brian Hilgardner, Consulting Engineer with Bolton & Menk; Jenni Faulkner, Consulting Planner with Bolton & Menk; Hanah Martin, Dakota County Sheriff's Deputy; Jerod Waltman, Maintenance Supervisor; George Eilertson, Financial Advisor with Northland Securities; Charles Seipel-Teng, Clerk-Administrator. Council member Eric Hanson was absent.

A. Call Meeting to Order and Flag Pledge

B. Roll Call

C. Approve the Agenda

Marla Vagts made a motion to approve. Danny Rubio seconded. Motion carried 5-0

D. Consent Agenda

D.1 Minutes of the 2/24/2026 City Council Meeting; 3/9/2026 Park & Rec. Commission Meeting

D.2 Bill List as of 3/10/2026

D.3 Profit & Loss / Budget Comparison Report

D.4 Consider Approving Mobile Food Unit Licenses (Waffle Bar Food Truck; California Dip & Eat (Seasonal); Byblos Mediterranean Express)

Mark Page made a motion to approve. Marla Vagts seconded. Motion carried 5-0

E. Visitors

None.

F. Committee Reports:

Maintenance / Sewer and Water / Road and Bridges

1. **Information/Updates on 2026 Street Maintenance Budget**
   Jerod Waltman reported that quotes for crack filling and micro sealing of city streets for 2026 have been obtained. 197th Street has deteriorated over the winter and will need to be included in the repairs. Therefore, street repairs will cost slightly more than anticipated, with total street maintenance estimated to be $96,746.

   The Street Repair section of the 2026 Budget also includes $15,000 for boulevard tree removal and $40,000 for streetlight replacement. With the increase in street repair costs, the City should evaluate how it wants to proceed with streetlight replacement going forward. Last year, the City decided to move forward with replacing old streetlights under Xcel Energy's Pre-pay option. This option costs approximately $7,000 per light. There are currently three streetlights past 25 years of age, the maximum age covered in the Pre-Pay option, an additional seven streetlights aging out this year, and another 24 streetlights aging out in 2027. After that, there are no new groups of lights aging until 2034.

   Council directed staff to evaluate street light conditions to determine if lights are becoming dim or the polls are in bad shape and continue to budget to replace 3-5 lights per year. Staff noted that there has also been a request to add a streetlight on 197th Street W, near the Town Hall Park crosswalk.

   Mark Page inquired about the use of solar lights instead of LED lights as a light replacement option.

Law Enforcement

Deputy Martin provided the Statistics Reports for February 2026 / Summary Reports for the Year 2025. She noted that deputies have been giving out curfew reminders as we move into spring. Speed trailers will be available later this spring and are available upon request. The Dakota Sheriff's Office has started a questions and answers Podcast.

Park & Rec

The spring meeting with City staff and representatives of the ball teams that use Stelzel Fiels has been scheduled for April.

Engineering

1. **Information on Timeline and Financing for Proposed North End Water Tower**
   Brian Hilgardner presented proposed estimated schedules for construction of the north end water tower, with one schedule reflecting the possible utilization of a PFA low interest loan. The tower is proposed to add an additional 0.75 million gallons of water storage to the City. The proposed new well will be located on the site of the water tower and pump 550 gallons per minute. Permits from the DNR and MDH will be needed for the well. Total project costs, including water tower, well, and engineering are anticipated to be $8,550,000. It is not anticipated that the City will obtain financing through the PFA loan program due to the City's favorable bond rating and high median household income.

The schedule calls for an update to the tower siting study in 2026, preparing plans and specs in 2027 with project bidding to take place in November 2027. Construction would be completed in May 2029.

George Eilertson presented bond issuance scenarios for the proposed water tower, based on the anticipated project costs. The proposed bond would be structured as a 15-year bond with the option to call the bond seven years after issuance. The ability to call is important because as development occurs, the City should be able to pay off the bonds early and save on interest payments. The bond assumes deferred interest for up to three years to allow for revenue from development to be collected. Revenue would come from water connection and availability charges.

2. **Information on Financing for Proposed 2029 Street Reconstruction Project**
   George Eilertson presented bond scenarios for the proposed 2029 Street Reconstruction Project. The project includes the combination of a few different reconstruction cycles in the City's Pavement Management Plan, in addition to 197th Street. One bond scenario assumes that 25% of the project costs are assessed to adjacent properties. The scenarios showed the annual debt service required and anticipated tax levy impact on properties.

Planning

1. **Minnesota Legislative and Met Council Updates**
   Jenni Faulkner provided information on the proposed Minnesota Starter Homes Act. This act, if passed, would have significant impacts on local planning authority. The Met Council recently provided staff with updates to MUSA Implementation Guidelines for sanitary sewer. Some of the guidelines pertain to MUSA expansion requests and AUAR's cannot be used to request an extension. Staff have concerns about how these guidelines affect the City's proposed amendment to the 2040 Comprehensive Plan to account for the area in the AUAR Study. Staff will be meeting with Patrick Bolyn at the Met Council to discuss how the City should proceed.

2. **Information on Proposed Housing Market Study**
   Jenni Faulkner presented information on a proposed housing market study from LOCi Consulting LLC. The study would evaluate housing market conditions in the area and Empire specifically and might be useful information prior to issuing bonds for a new water tower and well. The study could be conducted in a few months. The City Council agreed that the information provided by the study would be useful and recommended that the proposed housing study be considered near the time that the City is ready to put the water tower project out for bids.

G. Old Business

None.

H. New Business

H.1 Presentation of 2025 Financial Audit and Draft Financial Statements (Tyler See, CPA)
Tyler See presented information on the draft 2025 Financial Audit for the City of Empire. Tyler noted that the audit went well and provided no significant findings. The General Fund balance now includes the balance from the Road & Bridge Fund as said fund will be closed.

The presentation included General Fund revenues and disbursements by type, fund balances, and tax rates and debt per capita comparisons. The final audit report will be presented for consideration once it has been completed.

H.2 Consider Proposed Lease Agreement for Farming Operations on Empire Public Works Building Property

Charles Seipel-Teng reported that a large and unutilized section of the Public Works Building property (Shown in Exhibit B of the draft Lease Agreement) has been farmed for almost two decades by Jon Juenke. No formal lease agreement for the farming activity is in place for leasing this portion of the land for farming operations.

For liability and documentation, the City's Building Committee and Attorney advise that City of Empire enter into a formal lease agreement with you for farming operations on the property, starting with the 2026 growing season.

The lease agreement asks for a rent price as recommended by the City's real estate attorney and is based on USDA guidance for cash rent and land values. Mr. Juenke was provided with a copy of the proposed lease agreement and a letter that asked for confirmation of interest in proceeding with the agreement by March 5th. The City has not received confirmation.

The City Council recommended that staff reach out to Mr. Juenke and other farmers in the area to determine if there is an interest in farming the land on the Public Works Building parcel.

Danny Rubio made a motion to approve the lease agreement as drafted. Marla Vagts seconded. Motion carried 5-0

H.3 Cambodian Temple Large Gathering Permit Application (Preliminary Information)

The City Council reviewed the draft Large Gathering Permit Application from the Cambodian Temple for their annual New Year's Celebration that will be taking place the weekend of April 18. Seipel-Teng has reviewed the application and provided comments requesting additional information. The application has also been sent to the Dakota County Sheriff's Office and Farmington Fire Department for review. It is anticipated that the final application will be brought to City Council for consideration at the March 24th meeting. City Council had no addional concerns regarding the application.

H.4 Update from Councilmember Marla Vagts on Communications with State Representatives

Marla Vagts reported that she has reached out to MN Senator Bill Lieske to discuss some of the concerns facing Empire, including the need to plan for infrastructure that will be needed to accommodate future growth. He has requested additional information on the proposed water tower and facility planning. Marla noted that she has tried to reach out to Representative Drew Roach and is hoping to meet with him at the Leage of MN Cities Day on the Hill Event.

I. Meetings: Planning Commission Meeting 3/17/2026, 8PM; City Council Meeting 3/24/2026, 7PM

J. FYI

J.1 2026 Dakota County Market Value Update

The Market Value Update provides information on market value changes by location and land use.

J.2 Charlie Out of Office March 11 - March 17

K. Adjournment

Mark Page made a motion to adjourn. Marla Vagts seconded. Motion carried 5-0. The City Council meeting ended at 8:45 PM.

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Melanie Lee, Mayor

_____

Charles Seipel-Teng, Clerk - Administrator

CITY OF EMPIRE

Empire Planning Commission Meeting Minutes
March 17, 2026, Empire City Hall

Present were: Jared Sachs, Elizabeth Haas, Doug Clark, Gina Maunu, Julie Stulz. Also present were City Councilmember, Marla Vagts; Clerk-Administrator, Charles Seipel-Teng; Consulting Planner with Bolton & Menk, Madison Richard; Consulting Engineer with Bolton & Menk, Brad Fisher.

1. Agenda Items

1.1 Consider Application for Site Plan Review from McNamara Contracting

Madison Richard reported that McNamara Contracting has submitted a Site Plan Review Application as a requirement of their renewed IUP that was approved in January. The purpose of the Site Plan Review is to confirm that there is adequate parking on site for visitors and employees as well as the increase in vehicle storage. The IUP requires parking to accommodate 75 employees and 15 visitors. The applicant has submitted a plan that shows the adequate number of parking stalls. The proposed landscaping plan proposes adding two to three rows of coniferous trees along the western and southern property lines, outside of the right-of-way. Staff believe the landscaping plan meets the need for additional landscaping and screening for parking and outdoor storage on the site.

Elizabeth Haas made a motion to recommend approval of the Site Plan Review Application. Doug Clark seconded. Motion carried 5-0

1.2 Consider Proposed Landscaping Plan Amendment to Site Plan Review Application from Vertical Bridge (Communications Tower at 170th Street)

Madison Richard reported that the City Council was not in favor of amending the Zoning Ordinance to permit slatted fences as screening for the tower equipment at this site. The applicant has submitted a landscaping plan that proposes the planning of spruce and pine trees surrounding the fenced area that houses proposed accessory structures. Staff believe this screening meets the intend of the ordinance to screen the structures.

Julie Stulz made a motion to recommend approval of the Site Plan Review Application from Vertical Bridge. Gina Maunu seconded. Motion carried 5-0

1.3 City of Farmington - Proposed Comprehensive Plan Amendment (Sawyer Glenn Development)

Charles Seipel-Teng reported that the proposed comprehensive plan amendment is for a parcel directly south of Farmington High School, along the border with the City of Lakeville. Farmington is proposing the rezone the entire parcel as Low Medium Density Residential and amend the MUSA to accommodate a single-family residential development on the stie.

Elizabeth Haas made a motion to Recommend No Comment on the proposed comprehensive plan amendment. Doug Clark seconded. Motion carried 5-0

1.4 Minnesota Legislative and Met Council Updates

Charles Seipel-Teng and Madison Richard presented information on the Starter Homes Act that is a proposed and bi-partisan piece of legislation. The intent is to create more affordable housing. Staff have concerns about the provisions in the legislation that would take away local zoning authority, including minimum lot size, when development agreements need to be finalized, and the amount of new development that would require multi-family housing. Gina Maunu noted that she is concerned that this legislation will remove factors that make Empire the community that it is and a desirable place to live. Elizabeth Haas noted that the one size fits all approach to this legislation does not make sense as communities consists of different sizes and face varying growth pressures. Staff will share these concerns with the City Council.

It was reported that the Metropolitan Council has provided new guidelines on how MUSA extension requests can be granted. Staff have questions for Met Council planning staff on how this will affect the proposed amendment to the City's 2040 Comprehensive Plan to accommodate future growth in the Northwest AUAR area.

Gina Maunu made a motion to adjourn. Doug Clark seconded. The meeting ended at 8:51 PM.

Respectfully submitted, Charles Seipel-Teng
Clerk-Administrator

Park and Recreation Minutes

March 23rd, 2026

The meeting was called to order by Chair Kacie Fahey. Present were Kacie Fahey, Amanda Stender, AB Morales, Nicole Bower, Tanya Huffman, Mark Page and Dawn McCracken.

Deputy Martin and Tim Hunt attended from the Sheriff's office to discuss the egg hunt. Baskets have begun to be dropped off, and Committee members will pick up their designated basket next week. Dawn will make thank you signs for donors, as well as the basket slips for winning eggs. Dawn has compiled a supply list needed for the egg hunt and is working to gather everything. Tim will order additional eggs and candy as the interest in this year's event has doubled from last year. Committee members will arrive by 9:00 am on 4/4 for event set-up. The egg hunt will begin at 11:00 am sharp.

Dawn will order white plastic name tags with black writing and rounded corners for Committee members to wear at future events.

Food truck vendors continue to confirm. Dawn is working to schedule the remaining open slots. The City of Farmington has requested to distribute pamphlets on e-scooters, e-bikes and safety practices at the food truck night. The Committee determined the flyers aren't a good fit for the event as Farmington and Empire have different ordinances from one another so may be confusing. The Committee recommended that Top The Tator Days may be a better fit for distribution.

Food truck trash will be directly place in the dumpsters this time. At a future meeting, Dawn will have the sign-up sheet available for shifts.

Dawn is working to update the ball team contract with the fees and language adjustments as previously approved for 2026.

The meeting was adjourned.

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Bill List as of 3/24/2026

Attachment(s): *Bill List.pdf*
_Claim RegisterÂ©.pdf

City of Empire

Claims List for Approval (March 11- March 24, 2026)

Invoices Paid Previous to Claims List Batch

13-Mar-26	EFT	United States Treasury	Federal Withholding	3,721.39
13-Mar-26	EFT	Minnesota Dept. of Revenue	State Withholding	673.55
13-Mar-26	EFT	PERA	Retirement	2,202.68
		SEE ATTACHED CLAIMS REGISTER REPORT		**115,126.24**

Subtotal	121,723.86
Payroll	10,930.55
Total	**132,654.41**

CITY OF EMPIRE

*Claim Register©

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MARCH 2026

Claim Type

Claim# 6185 *Bolton & Menk Inc.* Ck# 028634 3/24/2026

Cash Payment	E 101-41000-310 Planner Fees	Planning Services	$5,378.50
Invoice			

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $5,378.50

Claim# 6189 *ESRI* Ck# 028641 3/24/2026

Cash Payment	E 101-41510-433 Dues and Subscriptions	Annual GIS Renewal	$1,211.00
Invoice	26333154		

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $1,211.00

Claim# 6190 *League of MN Cities Insurance Trust* Ck# 028646 3/24/2026

Cash Payment	E 101-41510-151 Workers Comp Insurance	2026-27 Work Comp. Premium	$1,755.00
Invoice			
Cash Payment	E 101-43000-151 Workers Comp Insurance	2026-27 Work Comp. Premium	$1,755.00
Invoice			
Cash Payment	E 101-45000-151 Workers Comp Insurance	2026-27 Work Comp. Premium	$1,755.00
Invoice			
Cash Payment	E 600-49400-151 Workers Comp Insurance	2026-27 Work Comp. Premium	$1,755.00
Invoice			

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $7,020.00

Claim# 6191 *ECM Publishers* Ck# 028640 3/24/2026

Cash Payment	E 101-41000-351 Legal Notices Publishing	Legal Publications	$39.60
Invoice	1090274		
Cash Payment	E 101-41000-351 Legal Notices Publishing	Legal Publications	$94.05
Invoice	1090273		
Cash Payment	E 101-41000-351 Legal Notices Publishing	Legal Publications	$39.60
Invoice	1091914		

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $173.25

Claim# 6192 *Kennedy & Graven, Chartered* Ck# 028645 3/24/2026

Cash Payment	E 101-41610-304 Legal Fees	Legal Services TH 2/28	$1,001.00
Invoice			

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $1,001.00

Claim# 6193 *Dakota County Finance* Ck# 028638 3/24/2026

Cash Payment	E 101-43000-224 Street Maintenance Materi	February Road Salt	$1,236.70
Invoice			

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $1,236.70

Claim# 6194 *Inspectron, Inc.* Ck# 028644 3/24/2026

Cash Payment	E 101-41000-300 Professional Services	February 2026 Inspections	$1,932.50
Invoice	1775		

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $1,932.50

Claim# 6195 *Campbell Knutson* Ck# 028635 3/24/2026

Cash Payment	E 101-41610-304 Legal Fees	Prosecuting Attorney	$1,383.81
Invoice			

Transaction Date 3/24/2026 Due 0 Checking 10100 **Total** $1,383.81

Claim# 6196 *CIT* Ck# 028636 3/24/2026

Cash Payment	E 101-41000-300 Professional Services	Microsoft 365	$214.20
Invoice	511796		

CITY OF EMPIRE

*Claim Register©

032426PAY

MARCH 2026

Cash Payment	E 101-41000-300 Professional Services		Service Agreement			$153.60
Invoice 512155						
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$367.80
Claim#	6197 *Toshiba America Business Solutions*		Ck# 028649 3/24/2026			
Cash Payment	E 101-41510-570 Office Equipment and Furn		Copy Machine Billing			$9.44
Invoice 6782790						
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$9.44
Claim#	6198 *City of Farmington*		Ck# 028637 3/24/2026			
Cash Payment	E 101-41000-312 Fire Contract		3rd of 3 Payment Installments for 2024 Fire Contract			$72,739.13
Invoice AR-020						
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$72,739.13
Claim#	6199 *United States Treasury*		Ck# 000878E 3/18/2026			
Cash Payment	G 101-21000 Federal WH		Tax Withholding			$1,170.00
Invoice						
Cash Payment	G 101-21016 Medicare Payable		Medicare Payable			$0.00
Invoice						
Cash Payment	G 101-21015 Social Security Payable		Soc. Payable			$0.00
Invoice						
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$1,170.00
Claim#	6200 *Xcel Energy*		Ck# 028651 3/24/2026			
Cash Payment	E 101-41000-381 Electric Utilities		51-6291687-0 Town Hall			$0.00
Invoice						
Cash Payment	E 101-41000-381 Electric Utilities		51-9344076-7 Maint. Bldg.			$0.00
Invoice						
Cash Payment	E 101-45000-381 Electric Utilities		51-0203701-8 Ballfield			$0.00
Invoice						
Cash Payment	E 101-43000-381 Electric Utilities		51-6005472-6 Street Lgt.			$0.00
Invoice						
Cash Payment	E 101-43000-381 Electric Utilities		51-8372975-3 Street Lgt.			$0.00
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-7928991-1 Well			$0.00
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-5015068-6 Well			$58.09
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-4664833-7 Tower			$0.00
Invoice						
Cash Payment	E 600-49450-381 Electric Utilities		51-6960047-5 Lift Station			$0.00
Invoice						
Cash Payment	E 101-43000-381 Electric Utilities		51-001330188-0 170th St. Roundabout			$0.00
Invoice						
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$58.09
Claim#	6201 *Lightning Disposal Inc.*		Ck# 028647 3/24/2026			
Cash Payment	E 101-43000-384 Refuse Disposal		Dupster for Road Debris			$974.86
Invoice 0000918151						
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$974.86
Claim#	6202 *Bolton & Menk*		Ck# 028633 3/24/2026			

CITY OF EMPIRE

*Claim Register©

032426PAY

MARCH 2026

Cash Payment Invoice	E 101-41000-303 Engineering Fees	Engineering- General				$10,255.00
Cash Payment Invoice	E 101-43000-303 Engineering Fees	Engineering-Streets & Stormwater				$0.00
Cash Payment Invoice	E 600-49400-303 Engineering Fees	Engineering-Water/Sewer				$4,185.00
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$14,440.00
Claim#	6203 *ABDO*		Ck# 028632	3/24/2026		
Cash Payment Invoice 520694	E 101-41530-301 Auditing and Accounting S	2025 Audit				$4,800.00
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$4,800.00
Claim#	6204 *USAble Life*		Ck# 028650	3/24/2026		
Cash Payment Invoice	E 101-41510-133 Life	Life & Disability Ins.				$207.16
Cash Payment Invoice	E 101-45000-133 Life					$43.43
Cash Payment Invoice	E 101-43000-133 Life					$43.43
Cash Payment Invoice	E 600-49400-133 Life					$43.44
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$337.46
Claim#	6205 *Seng, Dianna*		Ck# 028648	3/24/2026		
Cash Payment Invoice	R 600-49400-37110 Rate Class I	W/S Overpayment				$38.48
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$38.48
Claim#	6206 *Hawkins Water Treatment*		Ck# 028643	3/24/2026		
Cash Payment Invoice 7360164	E 600-49400-216 Chemical Products	Chlorine Cylinder				$10.00
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$10.00
Claim#	6207 *Delta Dental of Minnesota*		Ck# 028639	3/24/2026		
Cash Payment Invoice	E 101-41510-132 Dental	Admin Dental				$81.32
Cash Payment Invoice	E 101-45000-132 Dental	Parks Dental				$74.23
Cash Payment Invoice	E 101-43000-132 Dental	Roads Dental				$74.23
Cash Payment Invoice	E 600-49400-132 Dental	Water Dental				$74.24
Cash Payment Invoice	G 101-21026 Dental Insurance	Dental Withholding				$96.20
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$400.22
Claim#	6208 *GB Technologies*		Ck# 028642	3/24/2026		
Cash Payment Invoice 19079	E 101-41000-300 Professional Services	Annual Shop Alarm System Monitoring				$444.00
Transaction Date	3/24/2026	Due 0	Checking	10100	**Total**	$444.00

Claim Type	**Total**	**$115,126.24**

CITY OF EMPIRE

*Claim Register©

032426PAY

MARCH 2026

Pre-Written Checks	$115,126.24
Checks to be Generated by the Compute	$0.00
Total	$115,126.24

MEMORANDUM

Date: March 24, 2026

To: Empire City Council

From: Charles Seipel-Teng, Clerk-Administrator

RE: Cash Balance Report as of 3/24/2026

Attachment(s): Cash Account Balances 2026.pdf

CITY OF EMPIRE CASH BALANCES

1/1/2026

GENERAL FUND	
GENERAL CHECKING	$21,165.66
GENERAL SAVINGS	$1,699,470.40
TOTAL GENERAL	**$1,720,636.06**
ROAD & BRIDGE SAVINGS	**$255,704.50**
CERTIFICATES OF DEPOSIT (MATURITY)	
12 MONTH CD (1/24/27)	$1,723,388.67
	$1,723,388.67
	$1,723,388.67
24 MONTH CD (12/13/27)	$693,376.86
24 MONTH CD 2 (12/13/27)	$693,376.86
TOTAL CD	**$6,556,919.73**
TOTAL CHECKING & SAVINGS	**$8,533,260.29**
ESCROW CHECKING	$16,809.65
ESCROW SAVINGS	$10,108.17
TOTAL ESCROW	**$26,917.82**
FLEX CHECKING	**$1,562.71**
12 MONTH CD (SOLAR ESCROW 5	**$132,987.46**
TOTAL	**$8,694,728.28**
DEBT	
2019 STREET GO BOND	$1,200,000.00
TOTAL DEBT	**$1,200,000.00**
TOTAL EQUITY	**$7,494,728.28**

CITY OF EMPIRE CASH BALANCES

AS OF 3/24/2026

GENERAL FUND		Int. Rate
GENERAL CHECKING	$12,576.52	0.05%
GENERAL SAVINGS	$704,470.40	0.75%
TOTAL GENERAL	**$717,046.92**	
ROAD & BRIDGE SAVINGS	**$255,704.50**	0.50%
CERTIFICATES OF DEPOSIT		
12 MONTH CD	$4,725,713.86	3.90%
24 MONTH CD	$699,531.77	4.00%
24 MONTH CD 2	$699,531.77	4.00%
MN 4M FUND (1/29/31)	$500,000.00	3.90%
TOTAL CD	**$6,624,777.40**	
TOTAL CHECKING & SAVINGS	**$7,597,528.82**	
ESCROW CHECKING	$16,809.65	
ESCROW SAVINGS	$10,108.17	0.10%
TOTAL ESCROW	**$26,917.82**	
FLEX CHECKING	**$1,571.10**	0.05%
12 MONTH CD (SOLAR ESCROW	**$134,361.79**	4.10%
TOTAL	**$7,760,379.53**	
DEBT		
2019 STREET GO BOND	$915,000.00	
TOTAL DEBT	**$915,000.00**	
TOTAL EQUITY	**$6,845,379.53**	

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Approving Mobile Food Unit Licenses

License Applications for:
D & D Goodies, LLC - Empire Food Truck Night on May 15
The American Dream Machine, LLC - Empire Food Truck Night on May 15

Attachment(s): *D & D GOODIES FOOD TRUCK APPLICATION.pdf*
THE AMERICAN DREAM MACHINE.pdf

Empire

APPLICATION FOR MOBILE FOOD UNIT (MFU) LICENSE
(Apply at least 14 regular business days prior to conducting business)

Check One:

One Event (1-3days) License $50.00 ✓ Seasonal License $125 ____

Business:
Name of Business: D & D Goodies LLC

Phone: 952-465-8555 Email: [redacted]

Mailing Address: 4112 133rd Ln NE
Ham lake MN 55304

Applicant:
Full Legal Name: Jenna (First) Diem (Middle) Nguyen (Last)

Name/DBA: D & D Goodies Foodtruck

Phone: 952 465 8555 Email: [redacted]

Mailing Address: 4112 133rd Ln NE
Ham lake MN 55304

Brief physical description of the MFU, which may include physical layout plan and dimensions, photographs, equipment types, manufacture, and model numbers, axle weight, license plate numbers, and VINs (Vehicle Size shall not exceed thirteen feet and six inches (13' 6") feet in height and thirty-seven (37) feet in length)

Chevy P30 1992, length 20 ft x 8ft, Plate PZE 741

Brief description of the nature of the MFU (cart, truck, ice cream truck, etc.), goods to be sold, and method of operation:

Foodtruck - Asian Cuisine
Eggrolls, Cheese wontons, Dumplings, Wings, Shrimp, Vegi Rolls, Eggroll Salad

Brief description of the nature, character, and contents of advertising to be done:

Facebook

Have you been convicted of any felony, gross misdemeanor, misdemeanor, or municipal ordinance violation involving activities relating to the operation of the MFU?

____ Yes __✓__ NO

If yes, describe the nature of the offense and the punishment or penalty assessed:

Ice Cream Truck vendors will be required to undergo a criminal background check at the cost of the applicant.

Length of time of operation in Empire and location(s) of operation (a maximum of four locations and not to exceed 21 days per location). Attach a list of dates and locations if needed.

ATTACHMENTS REQUIRED:

- Copy of Applicant Photo ID
- Note of Written Permission of Property Owner or Lessee
- Minnesota Department of Health (MDH) License, including conditions of MDH license
- List of dates of operation and locations (If needed)

MOBLIE FOOD UNIT RULES OF OPERATION:

- MFUs shall be kept in a neat and orderly manner. Further, the applicant is responsible for the disposal of all waste and litter generated by the operation of the MFU and shall clean all such waste and litter before moving from the location. Trash and/or recycling collection and cleanup must be provided by the applicant.
- Licenses are only good for the property at which it was issued.
- All licenses expire after the last date noted on the application or December 31st of the application year, whichever date comes first.
- MFUs must provide independent power supply which is screened from view. Generators are permitted.
- MFUs may not maintain or use outside sound amplifying equipment, televisions, or other similar visual entertainment devices, or noisemakers such as bells, horns, or whistles. Ice cream trucks traveling through a residential district may have outdoor music or noise-making devices to announce their presence.
- MFUs cannot obstruct the movement of pedestrians or vehicles or pose a hazard to public safety.
- MFUs shall be located on asphalt or concrete surface. The City may waive the MFU site surfacing requirements when the license is approved for operation within a park.
- MFUs must close during adverse weather conditions when shelter is not provided.
- MFUs are permitted to operate between the hours of 8:00 A.M. 10:00 P.M.
- A copy of the MDH and City
- License must be displayed in an easily visible location on the MFU

Jemaly
Signature of Applicant

3-11-26
Date

Signature of Property Owner

Date

3385 197TH ST. WEST • FARMINGTON, MN 55024 • (651) 463-4494 • FAX (651) 463-4620

APPLICATION FOR MOBLIE FOOD UNIT (MFU) LICENSE
(Apply at least 14 regular business days prior to conducting business)

Check One:

One Event (1-3days) License $50.00 X Seasonal License $125 ____

Business:
Name of Business: The American Dream Machine, LLC

Phone: 651-242-8333 Email. ____

Mailing Address: 17618 Foxboro Ct, Farmington, MN 55024

Applicant:
Full Legal Name: Karli (First) Ann (Middle) Spahr (Last)

Name/DBA The American Dream Machine

Phone: 651-242-8333 Email: ____

Mailing Address: 17618 Foxboro Ct, Farmington, MN 55024

Brief physical description of the MFU, which may include physical layout plan and dimensions, photographs, equipment types, manufacture, and model numbers, axle weight, license plate numbers, and VINs (Vehicle Size shall not exceed thirteen feet and six inches (13' 6") feet in height and thirty-seven (37) feet in length):

our new trailer is 30' from tongue to rear with windows serving out the passenger side; it is new and is a 2026 year; axle weight is 3600 lbs; VIN is 7F81E2424TD016927; make is Empire Cargo; equipment includes freezers, fridges, fryers, griddle, 2 burner, microwave, hood vent, sinks, steamwell; there are 3 windows for taking orders and serving to keep the flow as quick as possible

Brief description of the nature of the MFU (cart, truck, ice cream truck, etc.), goods to be sold, and method of operation:

we serve specialty burgers, shredded pork sandwiches, mac and cheese bowls, tot bowls, popcorn chicken, cheese curds, deep fried pickles, mac & cheese bites, creamsicle floats, sundaes, apple blossom a la mode, soda, gatorade and water

Brief description of the nature, character, and contents of advertising to be done:

we advertise events on social media and our website; otherwise, our trailer has a wrap design (will be done late March/early April so no photos with wrap yet) with our branding; we also have menu boards

Have you been convicted of any felony, gross misdemeanor, misdemeanor, or municipal ordinance violation involving activities relating to the operation of the MFU?
_____ Yes ___X___ NO

If yes, describe the nature of the offense and the punishment or penalty assessed:

_____

Ice Cream Truck vendors will be required to undergo a criminal background check at the cost of the applicant.

Length of time of operation in Empire and location(s) of operation (a maximum of four locations and not to exceed 21 days per location). Attach a list of dates and locations if needed.

May 15, 2026 - Farmington Spring Food Truck event

ATTACHMENTS REQUIRED:

- Copy of Applicant Photo ID
- Note of Written Permission of Property Owner or Lessee
- Minnesota Department of Health (MDH) License, including conditions of MDH license.
- List of dates of operation and locations (If needed)

MOBLIE FOOD UNIT RULES OF OPERATION:

- MFUs shall be kept in a neat and orderly manner. Further, the applicant is responsible for the disposal of all waste and litter generated by the operation of the MFU and shall clean all such waste and litter before moving from the location. Trash and/or recycling collection and cleanup must be provided by the applicant.

- Licenses are only good for the property at which it was issued.

- All licenses expire after the last date noted on the application or December 31st of the application year, whichever date comes first.

- MFUs must provide independent power supply which is screened from view. Generators are permitted.

- MFUs may not maintain or use outside sound amplifying equipment, televisions, or other similar visual entertainment devices, or noisemakers such as bells, horns, or whistles. Ice cream trucks traveling through a residential district may have outdoor music or noise-making devices to announce their presence.

- MFUs cannot obstruct the movement of pedestrians or vehicles or pose a hazard to public safety.

- MFUs shall be located on asphalt or concrete surface. The City may waive the MFU site surfacing requirements when the license is approved for operation within a park.

- MFUs must close during adverse weather conditions when shelter is not provided.

- MFUs are permitted to operate between the hours of 8:00 A.M. 10:00 P.M.

- A copy of the MDH and City

- License must be displayed in an easily visible location on the MFU.

Karli Spahr _____ 2/26/26

Signature of Applicant _____ Date

_____ _____

Signature of Property Owner _____ Date

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Approving Revised Agreements for Stelzel Field Rental and Stelzel Field Concession Stand Use

The revised agreements incorporate the updated fees as indicated in the Fee Schedule Ordinance and reference that key cards are no longer issued for field and concession stand use. Staff will be meeting with the ball teams the first week of April to discuss the contract and other items for the upcoming baseball season.
Note: These agreements will be reviewed by the Park & Rec. Commission at their 3/23 meeting and additional modifications may be recommended.

Attachment(s): *2026 red lined draft Stelzel Fields Terms of Agreement .pdf*
2026 Red line Draft Concessions Policies and Procedures .pdf

CITY OF EMPIRE
MINNESOTA

STELZEL FIELDS TERMS OF AGREEMENT

This agreement is between The City of Empire and _____
Name of (**Organization**)

_____ _____
Event Director Name Phone

Email address_____

~~Address~~Liaison Name_____ Liaison Phone_____

Liaison Email_____

Please provide the tentative dates, number of fields needed, and lights required below. An email will then be sent to each team at the start of the month to verify dates and field needs. Once approved by the team, dates will be added to the field calendar.

~~Quoted fee: _____ Date Paid_____~~

Damage deposit ~~$200.:~~ $300.00_____ Date Paid_____
*Returned at end of season if no damages.

Proof of Liability, Date Received _____ ~~Concession~~ Department of Health License,
Date Received _____

TERMS:

A**. The City of Empire** agrees to:

1. Provide the **Organizatio**n with the exclusive use of the designated number of fields requested on the dates listed above. In the event all four fields are not rented, **The City of Empire** reserves the right to rent the unused fields to other organizations.

2. Have the fields prepared for the beginning of each day to include (weather permitting):
   - Fields appropriately dragged (if necessary)
   - Foul lines painted (if necessary)
   - Bases and pitching mound will be placed at the beginning of season, based off the requirements of the first team starting the season. All other base or mound changes will be the responsibility of the

individual teams. The Empire Maintenance crew will not reset the bases if moved for any reason. If your team moves the bases, it is your responsibility to replace them at the distance you found them at.

All other field maintenance is the responsibility of the Organization.

B. **The Organization** Agrees to:

1. Return fields to the condition found each day to include:

    - Pick up garbage (fields, restrooms and next to the playground) and ensure it is placed in the proper receptacles. **The City of Empire** promotes recycling, please use appropriate containers.
    - Assure that personal items of all participants and attendees are taken with **Organization** each day.
    - The concession stand must be thoroughly cleaned and locked up at the **end of each tournament**.
    - Provide **Empire** with Concession Department of Health License and Proof of Insurance

Insufficient clean-up will result in a charge and be deducted from the damage deposit.

RULES AND REGULATIONS:

2. All reservations for the fields are granted on a first requested basis. No tournaments or practices will be scheduled prior to the 3rd weekend of May, as there will be no water for concessions or restrooms open at that time. (Practices may be allowed earlier but that is contingent on Spring weather and field conditions) The fields will close on September 30th for regularly scheduled games. However, teams can now continue limited field use until October 31st**.** This use will be contingent upon the approval of the Public Works. If weather conditions change in such a manner that it is determined that fields will be damaged with game use, the City of Empire reserves the right to cancel any game activity, at any time.

    If a tournament is approved after September 30th, it is with the understanding of the following conditions:

    - All bathrooms and the concession stand will be locked and unavailable for use
    - Teams will be responsible for providing the appropriate number of portable toilets based off the projected attendance as determined by the supplier. (This number will be subject to the approval of the Empire staff) All portable toilets used during tournaments must be serviced and emptied according to recommendations of suppliers. All supply restocks of portable toilets will be the responsibility of the service provider not Empire.
    - Teams will be responsible for all costs associated with having to bring, empty and pick up all portable toilets for tournaments after Sept. 30th. These must be emptied daily for tournaments.
    - Teams will be responsible for the removal of all trash at the end of the tournaments. Trash receptacles will remain in place until October 31st if games are approved.
    - After September 30th, teams may bring tables to sell concessions or provide a food truck in parking lot contingent on an approved food truck application.

3. All teams will be sent a calendar of their requested dates prior to the start of each month. Each team will then approve the dates requested and notify the Deputy Clerk, by email, that they have approved the schedule. If there are any dates and/or field changes that need to be made, they can be done at this time. Once the monthly calendar has been approved by the team, these dates will be added to the field calendar and maintenance will be notified to have fields ready. Teams will be invoiced at the end of each month according to dates/fields they approved at the beginning of month. If you have requested fields or lights, and find that is no longer needed,

notification must be emailed to the Deputy Clerk at least 3 days before the scheduled games or you will be invoiced according to original schedule approved. If a game is cancelled by a City of Empire official, that is related to bad weather and/or field conditions, the team will not be charged for that date. Weather related questions may be forwarded to 651-470-5056 unless otherwise notified.

4. Empire Rental Fee are as follows:
   - ~~$82.50 garbage fee per season~~
   - Garbage Fees will be
   - ~~$30.00~~ -$25.00 per day Mon-Thursday)
   - $50.00 per day Friday – Sunday
   -
   - ~~per day for weekend event (Friday-Sunday)~~
   - Field Lights~~$22.00~~ $30.00 per field
   - ~~Monday through Thursday field rental $22.00 per field~~
   - Field Rental Monday – Thursday $30.00 per field
   - Field Rental Friday ~~(if part of a weekend event)~~ through Sunday ~~field rental $66.00~~$75.00 per field/$300.00 all Fields/$900.00 all weekend
   - Concessions ~~$60.00~~
   - $75.00 per day (Monday-Thursday)/ ~~$70.00~~ $100.00 per day (Friday-Sunday)

   For the ~~2025~~2026 season~~,~~ ~~FGFA and the FTBA teams will be invoiced a one time, per season~~, FGFA and the FTBA team will be invoiced a maintenance fee~~s of $300.00.~~ as follows:
   $400.00 per Summer Session
   $200.00 per Fall Season
   All other teams will be accessed a $50.00 maintenance fee, per ~~each weekend~~weekend tournament.

5. All games must begin no earlier than 8 am and complete no later than 10:00 pm (Field lights will go off at 10:30pm with no exceptions). *If a team does not leave the field by 10:00 and an injury is incurred, the City of Empire will not be held responsible.

6. The City of Empire does not allow unauthorized motorized vehicles on the pathway to the concession stand and fields. *Only coaches will be allowed to drive golf carts and only for field maintenance. Push carts are provided by the City of Empire to transport supplies and concession items.

7. The sale of alcoholic beverages is prohibited and no glass containers for personal beverages are allowed.

8. **The City of Empire** reserves the right to eject any person displaying objectionable behavior.
   Please note:
   - ~~If the team assigned key/credentials are lost, a $400.00 replacement fee will be invoiced to the team for that month.~~ Individual keys will no longer be given to teams. The City of Empire will now program each lock electronically for scheduled time of games.
   - If garbage bags, soap or toilet paper is depleted during the event, additional supplies can be found in Umpire room.

_____ _____ _____

Event Director Signature Date Printed name

City of Empire Representative_____ Date _____

CITY OF EMPIRE
MINNESOTA

Sports Activities Concessions Policies and Procedures

The City of Empire permits various organizations, groups, and agencies to sell concessions on property owned by Empire. Permission to use Empire property and/or Empire facilities for the sale of concessions and other items shall be restricted to the following:

1. All vendors coming in to sell merchandise/concessions must submit a permit application with Empire. A copy of the food license certificate from the MN Dept of Health must be provided with application. Concessionaire shall not sell or distribute alcoholic beverages or tobacco products under the privileges provided.

2. Concession operators shall be responsible for always keeping the immediate area clean of litter and debris. The concession stand must be sanitized by wiping down all counters, cabinets, floor, equipment, storage containers, and refrigerator surfaces at the end of each day of use. Please remove all trash in and around the concession facility to the dumpster. Replacement toilet paper, garbage bags and soap can be found in the Umpire room if needed.

3. All contents in the concession stands, used by various leagues, must be removed at the end of the event. This includes all food, beverages and additional equipment used. Organizations are allowed to keep frozen items in the freezer and store pop in the back room. Pop must be removed from the refrigerator after event. Coolers will be turned down and/or off at the end of the event. Empire is not responsible for any food spoilage that results from equipment failure. The storage of food or beverages in freezer/cooler unit, cabinets or any other area in the concession building is at the risk of the user, including theft. Please do not move the freezer as this can result in damage to the wheels.

4. Air conditioning must be turned off in the umpire room at the end of each event when used.

5. Please notify the City of Empire of any repairs needed. It is the responsibility of the City of Empire to make repairs unless needed repair is due to neglect, abuse, or misuse of the equipment by the user. If equipment is damaged by the user group, Empire will assess the cost of repair or replacement and charge the applicant accordingly.

6. Closing the Concession Stand

- Turn off all machines and clean according to the procedures listed by the machines.
- Wash all dishes
- Clean all countertops and sanitize
- Sweep and /or mop the concession stand floor
- Bag and empty all trash cans that are in the concession stand and place in the dumpster

Concession fees are charged for any event that concessions are sold at. The rate will be ~~$60.00~~ $75.00per day when games are held Monday through Thursday. Friday-Sunday events will be billed at the rate of ~~$70.00~~ $100.00per day, payable at the end of the month invoice. Garbage fees will now be a daily fee of ~~$30.00~~ $25.00 Monday – Thursday events. A $50.00 fee will be billed for each event that is held on a Friday-Sunday. ~~This will be in addition to the seasonal fee of $82.50.~~We will no longer charge a seasonal fee.

~~Please turn in your team concession key at the end of your season. To avoid a lost key fee of $400.00, all keys must be turned in no later than November 1st.~~

User Signature_____ Date_____

City Signature _____ Date_____

~~Key issue #_____~~

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Brian Hilgardner, Consulting Engineer
RE:	1. Engineering Report

Brian will have updates on the Met Council SE Sewer Evaluation, UMore Infrastructure Plan, and Frontier Fiber Installation.

Attachment(s): MAR 24 2026 CC Report Presentation.pdf

City Council Meeting

City of Empire

March 24, 2026

Engineering Agenda

1. Met Council SE Wastewater Plan Update
2. UMore Infrastructure Plan
3. Frontier Fiber Permits

Met Council SE Wastewater Study

City of Empire

March 24, 2026

Met Council Long Range Sewer Study

Phase 1: Understand community needs and priorities (Fall 2025 to 2026)

Met Council staff will meet with cities, townships and counties in the service area to understand community priorities, questions, and needs.

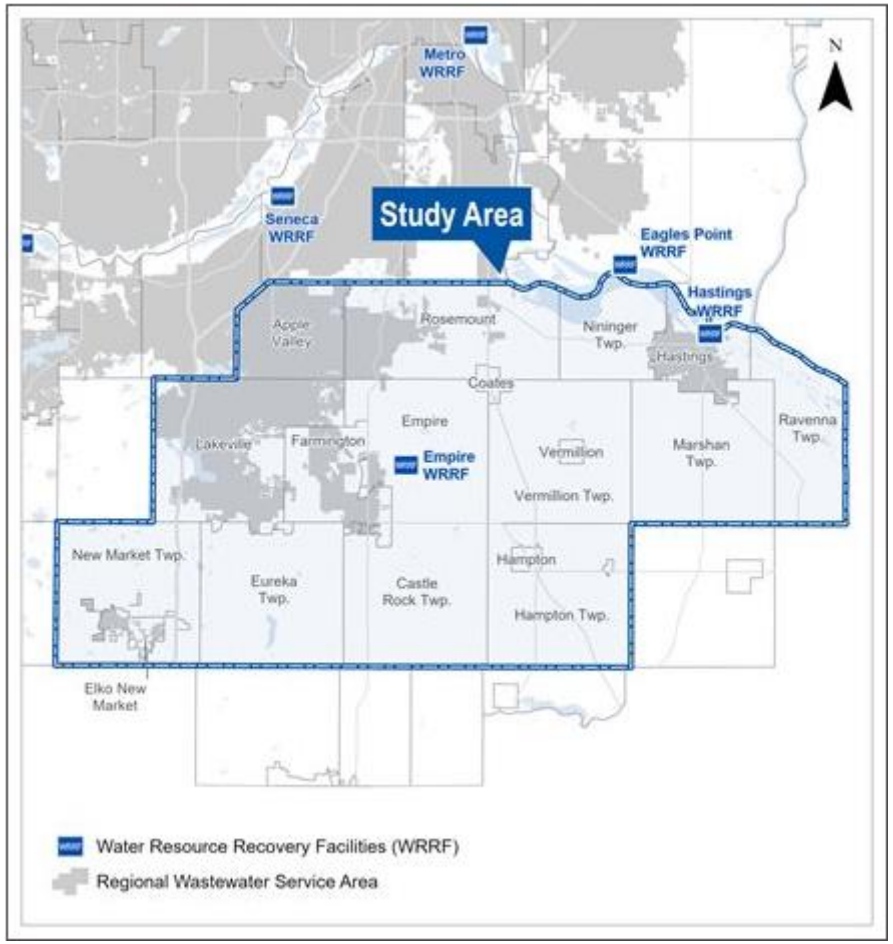
Phase 2: Study preliminary technical scope options (2026 to 2027)

Engineers and planners will study wastewater system options, look at environmental considerations, and begin to scope potential options that will serve growth for the next century.

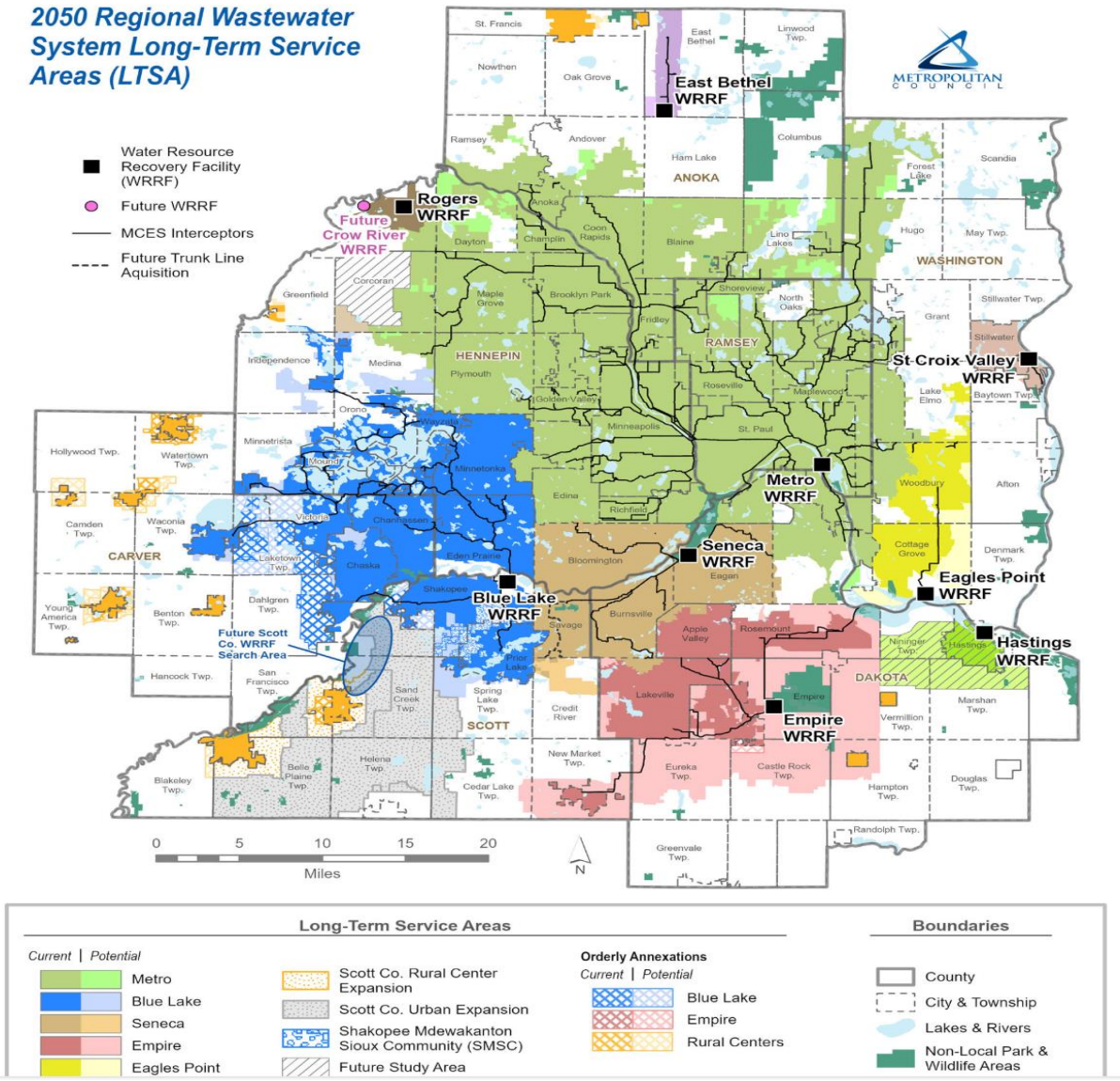
Phase 3: Determine specific plans and sequences (2027 and beyond)

The Met Council will identify specific projects, timelines, and sequencing. Communities will continue to have opportunities to provide input as plans are refined.

- Relocation of Hastings Plant
- Possible Expansion to Empire Plant
- Expansion would require CUP and leverage on drainage discussions



Met Council Long Range Sewer Study



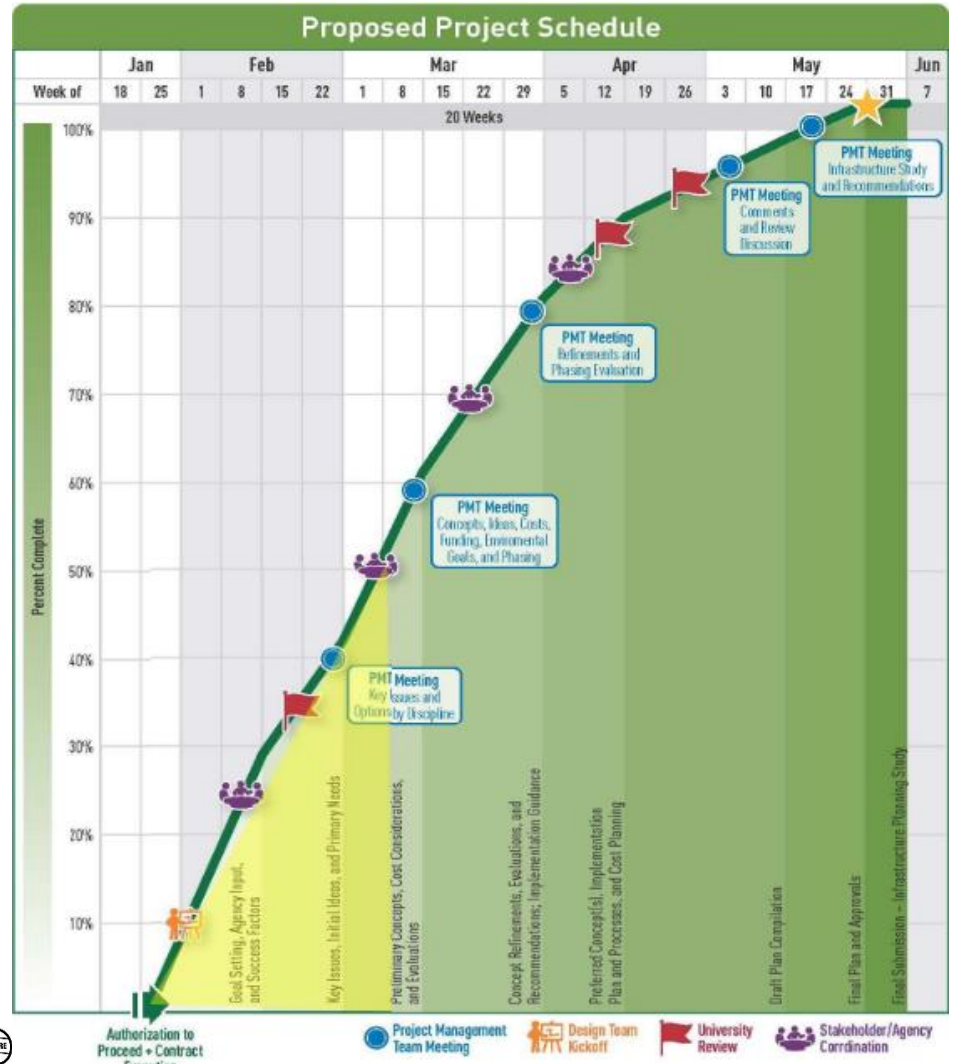
Empire

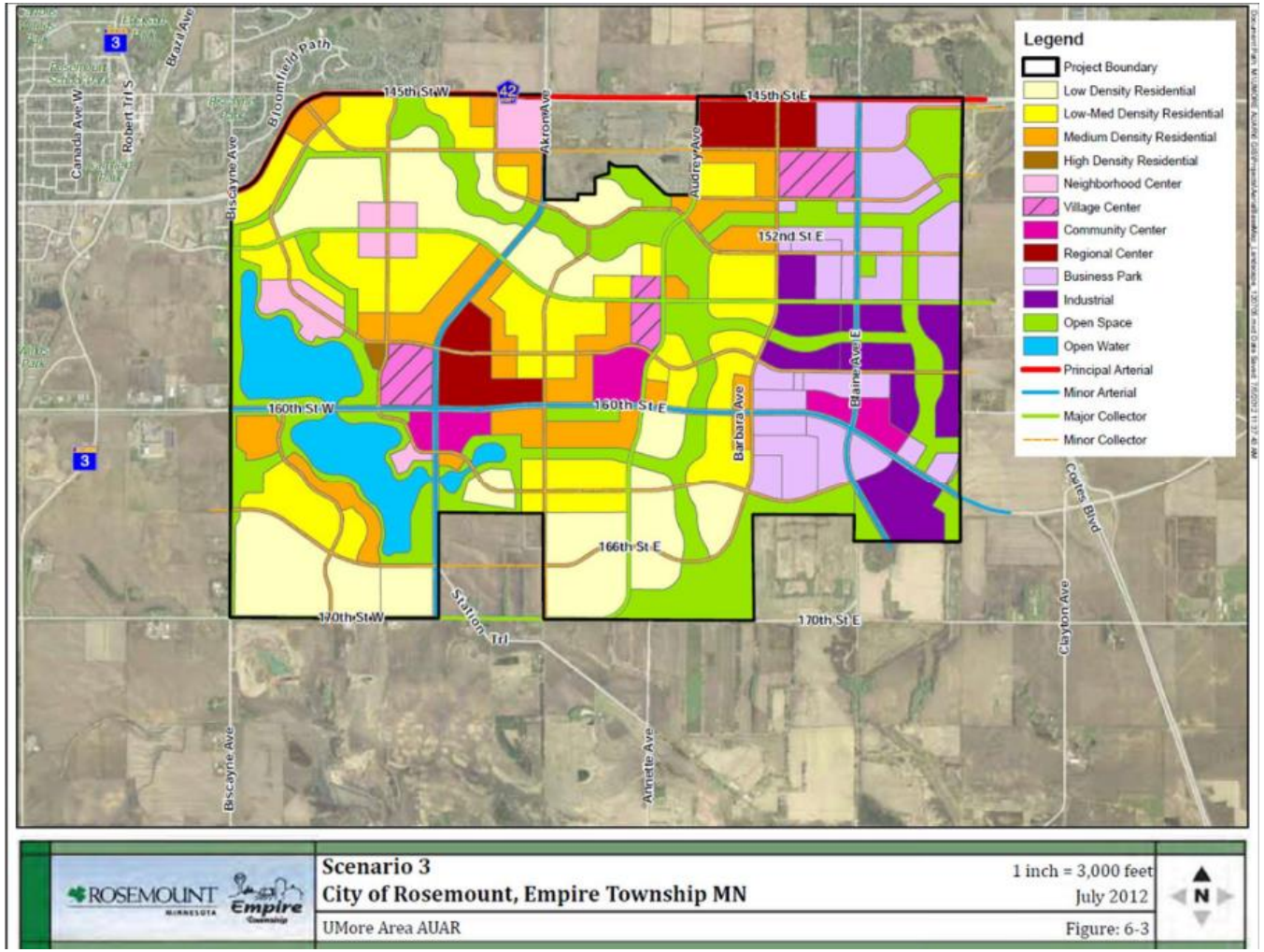
UMore Infrastructure Plan Update

City of Empire

March 24, 2026

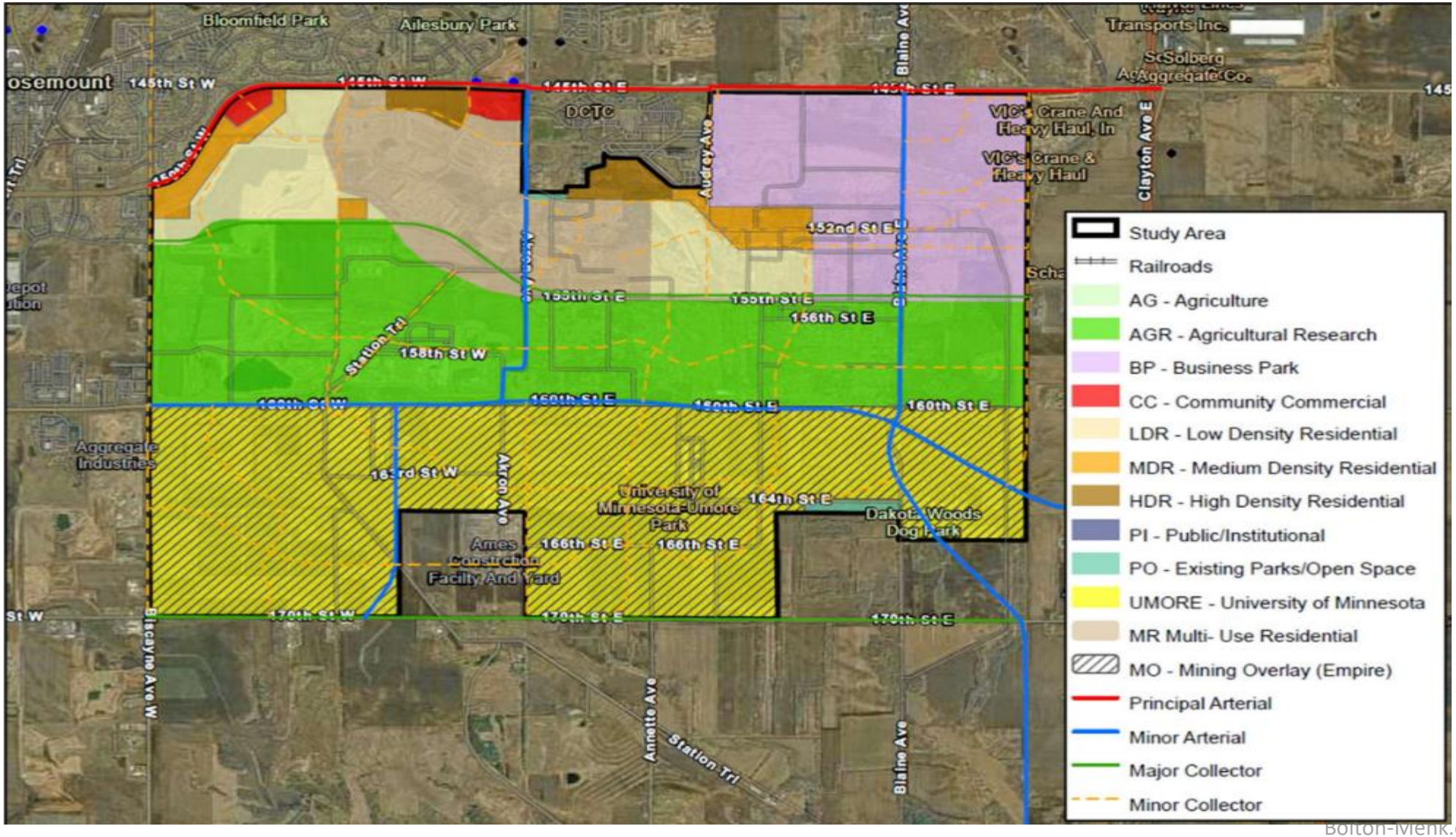
UMore Infrastructure Plan





Empire

UMore Infrastructure Plan – 2023 AUAR Update



Empire

UMore Deliverable – GIS Story Map

Story Map Outline

UMore Properties Map
- Parcel Boundaries
- Residential Area & School Property
- Sold or first Right of Refusal
- Dakota Aggregate – Long Term Leases
- Vermillion Highlands Parcels

Existing Topography
- Parcels
- Topography

Existing Conditions
- Existing Roadways
- Existing Storm Sewer
- Existing Sanitary Sewer
- Existing Water (Rosemount)
- Existing Water (UMore)
- Existing Electrical

Environmental Constraints
- Parcel boundaries
- Contaminated sites
- Depict mining reclamation plans

Planned Improvements
- Transportation
- Park & Open Space
- Water Systems
- Sanitary Sewer Systems
- Drainage & Storm Water
- Environmental
- Private Utility

Development Considerations
- Areas
- Depict appliable planned information
- Key Notes

- Infrastructure Mostly Rosemount Concern until 2053
- Stormwater will be immediate concern (land-locked basins)

Empire

Frontier Fiber Permitting

City of Empire

March 24, 2026

Frontier Fiber Permitting

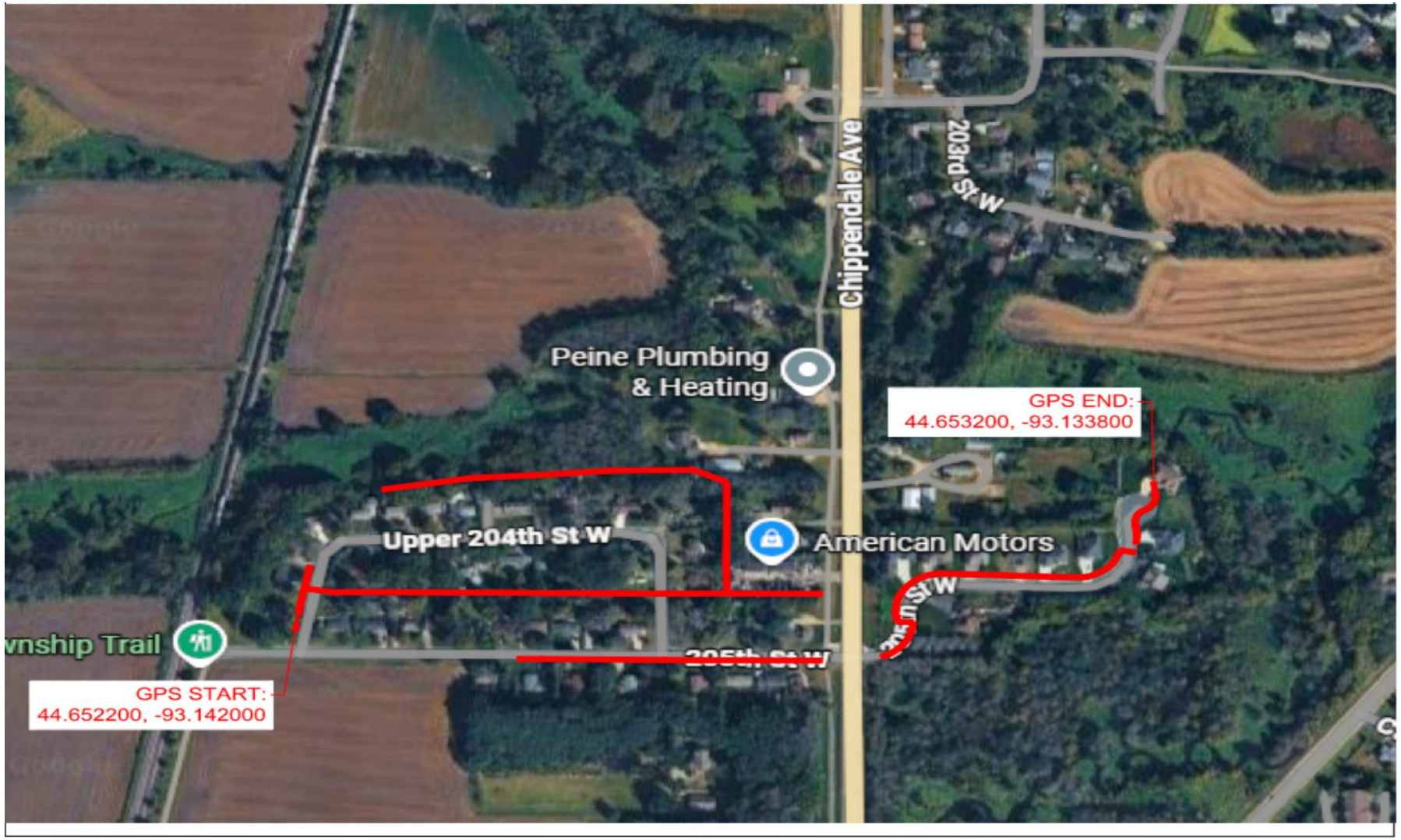


Frontier Fiber Permitting



Empire

Frontier Fiber Permitting



Frontier Fiber Permitting

- Multi-Phased Project
- Multiple Permit Reviews
- Reimbursement Agreement
- Ordinance Updates
- Maintain Traffic and Access
- Advanced Communication
- More Permits to come

Fees & Deposit:

6. The Permittee must pay all fees due to the city for administration of the ROW permit as per City Code. The fees required for this permit are denoted on the permit application form.
7. The Permittee is required to provide a deposit amount in cash, letter of credit, or performance bond meeting the requirements of MN Statute 7819.3000 for the project. City Ordinance 375-A, Section 14.02, Item B indicates the security may be up to 110% of all anticipated restoration costs. **The deposit required for this project is: $125,000.**
8. The Permittee is required to provide an escrow for city inspection of the project to verify conformance with the permit requirements. If the escrow is depleted, the Permittee shall replenish the escrow for remaining inspections anticipated and any billings in excess of the escrow will be billed to the Permittee. Payments shall be made immediately or a stop work order may be issued until it is received. **The initial deposit required for this project is: $24,500.**

** These escrows and fees are based on current ordinance. Reimbursement Agreement will replace

REIMBUSEMENT AGREEMENT

- Estimated Review Fees $2,000
- Estimated Construction LOC $125,000
- Estimated Construction Inspection Fee $35,000

Empire

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Jenni Faulkner, Consulting Planner
RE:	1. Consider Approving Site Plan Review Application from McNamara Contracting (Road Construction Business)

Attachment(s): *2026-03-24 CC Packet_McNamara Contracting.pdf*

MEMORANDUM

Date:	March 24, 2026
To:	City of Empire City Council
From:	Madison Richard, Consulting Planner Jenni Faulkner, Consulting Planner
Item:	Site Plan Review for a Road Construction Business
Property Location:	16700 and 16680 Chippendale Avenue, 3499 170th Street W, and PID 12-00500-50-030

Action Requested

The City Council is asked to make a determination on the request for a Site Plan Review to allow the expansion of a road construction business in the Agricultural Preservation (AG) district and Mineral Extraction Overlay Area.

Background

McNamara Contracting, Inc. operates the existing site as a road construction business, utilizing the existing office space and storage buildings on site. The use supports the surrounding Mineral Extraction use, operating under a separate IUP.

On the January 27, 2026 City Council meeting, the City approved an updated IUP for the road construction business that included the following conditions:

- The applicant shall provide an updated site plan for the City to confirm there is enough parking on site for visitors and employees. If the parking on site is not able to accommodate the increased need for parking, the Applicant shall receive Site Plan review and approval.
- Site Plan review and approval from the City for the vehicle and storage area, to ensure the site can accommodate the increase in vehicles (screening, parking base, number and location of spots, etc.). The vehicle and equipment storage area must be improved with adequate base for the use and adequate dust control. The Applicant shall only be permitted 100 vehicles and equipment on the site, until receiving Site Plan review approval.

This application for Site plan review is intended to satisfy those two conditions. There are no known issues or violations with the existing IUP, and there is no history of complaints about noise, odors, or with how McNamara is utilizing the property.

Analysis

The applicant, McNamara Contracting Inc., is requesting a site plan review to expand the permitted outdoor storage at an existing road construction business, to align with recent amendments to the maximum number of permitted employees and vehicles on site in the IUP.

Existing Conditions

Lot Size:	~150 acres (majority of use is on ~9.67 acres)
Existing Land Use:	Road construction business
2040 Future Land Use:	Agricultural
Zoning:	Agricultural Preservation (AG) & Mineral Extraction Overlay Area

Existing Use

The applicant is proposing to slightly expand outdoor operations at the road construction business and contracting yard, which have existed at the site for the past 20 years. The property is zoned Agriculture (AG) and within the Mineral Extraction Overlay Area.

On site, there is an existing office building that performs the logistical facets of the work on the property and is where most of the employees reside while on the property. There are separate storage facilities and an open contracting yard on the site that stores equipment for McNamara subcontractors and facilitates the road construction business. Other than routine maintenance of the facilities, no new buildings or additions are planned at this time. The existing single-family home will continue to be occupied by a manager and/or staff of the facility.

Parking

Per Code, there is no specific requirement for parking spaces required for road construction businesses, other than those required by the City Council. The City Council, within the approved IUP, requires parking to accommodate 75 employees and 15 visitors on site, for a total of 90 spaces.

The applicant is proposing to add an additional 48 parking stalls, for a total of 91 parking stalls with 4 of those stalls being ADA compliant. The proposed parking meets the required number of parking stalls, and parking stall and aisle dimensions.

Fleet vehicles (licensed, operable commercial vehicles) associated with permitted uses in any zoning district may be parked in the same paved parking lots as employee or customer parking or in separate lots meeting parking setbacks and be appropriately screened from adjoining properties and rights-of-way. The associated parking for vehicles and storage are appropriately screened and meet all setbacks. The City Engineer has no comments on the application, as the amount of impervious surface on site is not increasing.

Landscaping and Screening

Per the Zoning Ordinance, all new development activities, including site modifications or use intensifications, shall be subject to landscaping improvements. Additionally, outdoor storage requires appropriate screening from adjoining properties and rights-of-way. The applicant is

proposing to add two to three (2-3) rows of coniferous trees along the western and southern property lines, outside of the right-of-way. Staff believe this landscaping meets the need for additional landscaping and screening for parking and outdoor storage.

Planning Commission

The Planning Commission reviewed this application at the March 17, 2026 regular meeting. The Planning Commission had questions regarding the proposed landscaping, to ensure it would not encroach into the right-of-way. The applicant representative, Justin Zittel, was present and noted the landscaping noted on the aerial was a tentative location but the plans did note all landscaping would be out of the right-of-way.

Staff presented an updated parking plan to the Commission that was provided by the applicant, noting the parking requirement was now met with the proposed 91 parking stalls, and the previously recommended condition could be removed. The Commission noted this was acceptable, so staff have updated the recommendation of approval.

Site Plan Review

A site plan review by the Planning Commission is required for all building permit applications, except for single-family dwellings and agricultural permitted uses. For outside storage, the site plan review process is required to determine the appropriateness of the storage or display proposed, surfacing required for the display area, and any additional landscaping or screening which may be required. The proposed use is consistent with the current use.

Recommendation

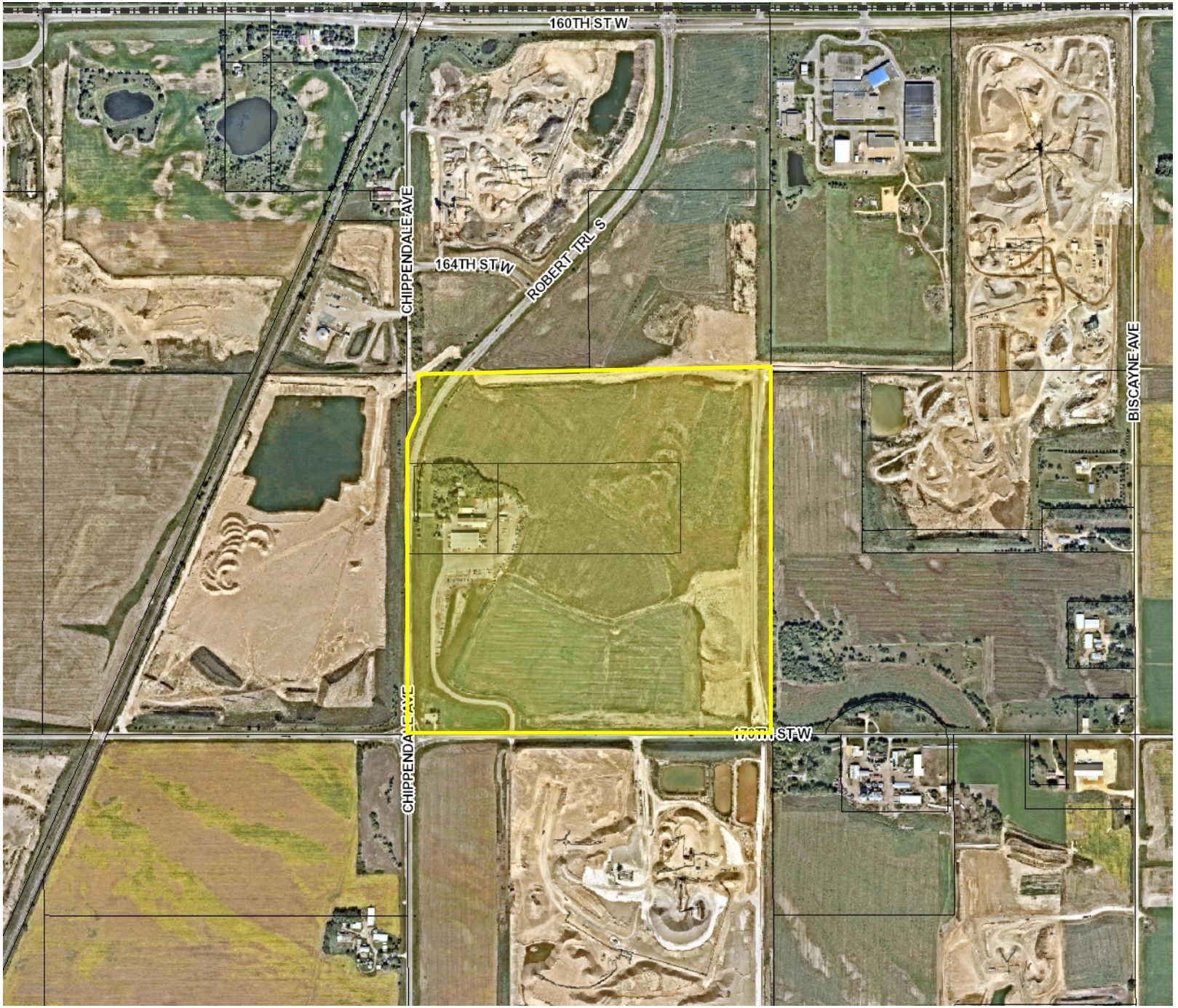
Staff are recommending approval of this application with no additional conditions. Approval of this request will satisfy the below conditions of the previously approved IUP for McNamara:

17. The applicant shall provide an updated site plan for the City to confirm there is enough parking on site for visitors and employees. If the parking on site is not able to accommodate the increased need for parking, the Applicant shall receive Site Plan review and approval.
18. Site Plan review and approval from the City for the vehicle and storage area, to ensure the site can accommodate the increase in vehicles (screening, parking base, number and location of spots, etc.). The vehicle and equipment storage area must be improved with adequate base for the use and adequate dust control. The Applicant shall only be permitted 100 vehicles and equipment on the site, until receiving Site Plan review approval.

The City Council may recommend additional conditions designated to mitigate any adverse impacts as a result of this use.

Attachments

A. Location Map
B. Application
C. Plans



Empire

Legend

- City Limits
- Parcels 06/27/2024

McNamara Site Plan Review

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. Empire Township is not responsible for any inaccuracies herein contained.

0 1,000 Feet

© Bolton & Menk, Inc - Web GIS 12/12/2025 9:17 AM

BOLTON & MENK

Real People. Real Solutions.

SITE PLAN REVIEW APPLICATION

The City of Empire

Dakota County, MN

Project Name McNamara Contracting Inc. IUP

Legal Description of Property:

Section: 5 **Twp:** 114 **Range:** 19

Lot: 5 **Block:** 114 **Addition:** 19

Yes **Metes and bounds description attached**

Existing Zoning: Commercial - Ref. **Comprehensive Plan Designation:** _____

Briefly Describe Nature of Request:

This request is a proposal to expand our employee parking & construction vehicle storage count while maintaining our current impervious surface. This will include minor striping changes for additional stalls & tree plantings for screening.

Attach 12 sets of detailed plans to illustrate the proposed use including but not limited to the following:

1. Boundary survey of parcel including identification of all monuments.
2. Scaled location of all buildings, structures, driveways, sidewalks, trails, parking stalls and curbing.
3. Scaled identification of all setback dimensions from property lines.
4. Scaled locations of all existing and proposed utilities and easements.
5. Scaled depictions of floor plans for each story.
6. Scaled depictions of each building elevation and descriptions of exterior building materials and color schemes.
7. Scaled site grading plans, including erosion and sedimentation control mechanisms and procedures.
8. Scaled delineations of any shoreland, floodplain or wetland areas on the site.
9. Identification of any floodplain or wetland encroachments and detailed mitigation plans.

10. Detailed landscape plans, illustrating size, types and locations of all materials, a description of site seeding or sodding, a description of the timetable for site landscaping and the identification of any irrigation systems.

11. Detailed descriptions of any site fencing, including type, location and height.

12. All plans shall be dated and bear the preparer(s) name(s), including professional registrations or certifications when appropriate or required.

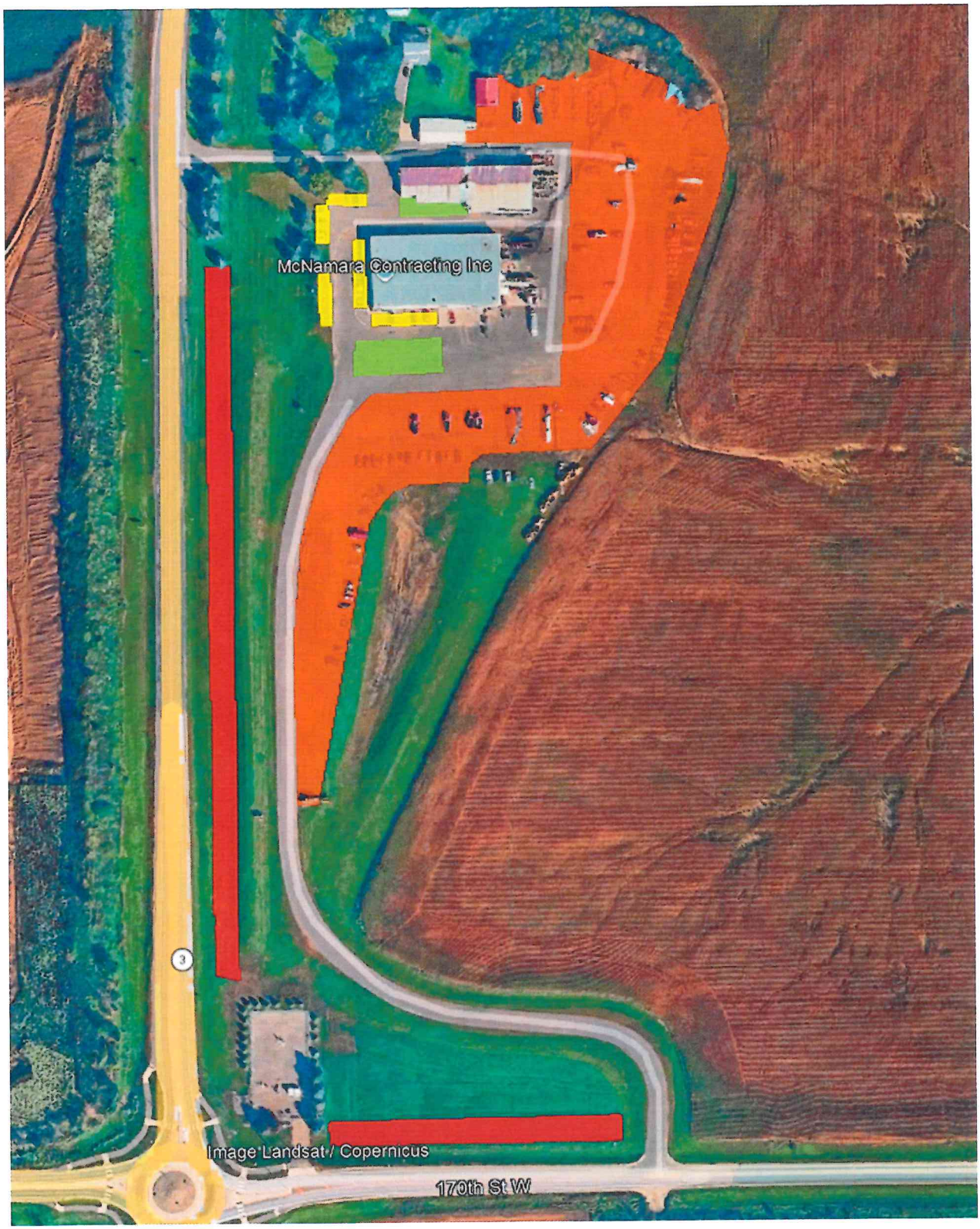
Non-refundable Application Fee:	**$250.00**
Consultant Escrow:	**$1200.00**
Total:	**$1450.00**

AGREEMENT: I hereby certify that the information contained herein is correct and agree to pay all fees and other costs to review the application that are incurred by the City of Empire for professional consultants.

Dated: 02/02/2026 **Signature of Applicant:** _____

Signature of Owner (If different from applicant): _____

Application and Fee Received: _____


McNamara Contracting Inc
3
Image Landsat / Copernicus
170th St W

Proposal to Meet Conditions

Attached is a Google Earth imagery with an overview of the parking and storage areas discussed at the council meeting.

Red shaded areas- Add trees for additional screening

Orange shaded area- Current & future construction vehicle parking (no change)

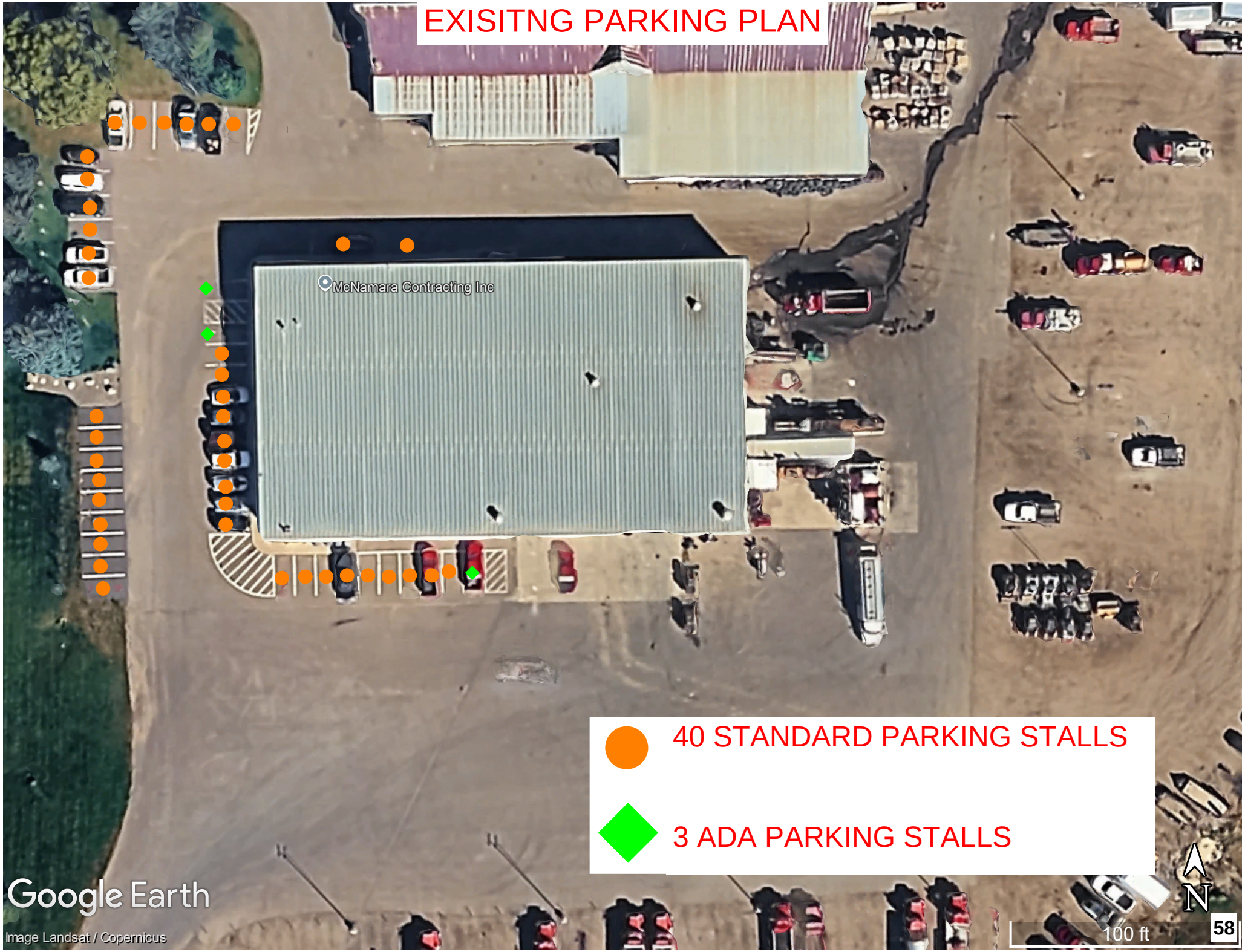
Yellow shaded areas- Current & future staff parking stalls (need minor striping change to meet accessibility requirements)

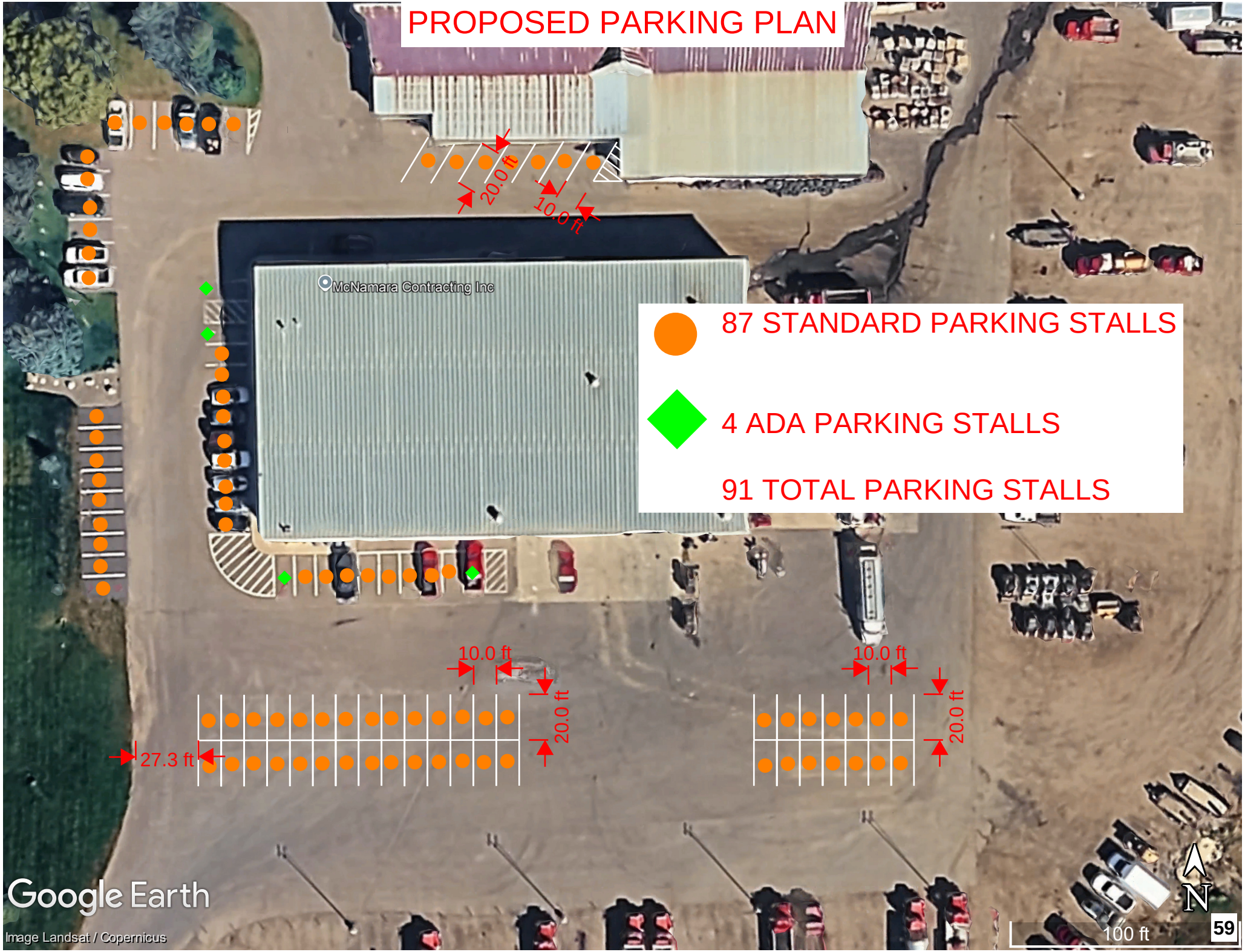
Green shaded areas- Future additional staff parking stalls (add striping)

For the staff parking, current state we have 43 parking stalls with the appropriate amount of accessible parking. With the proposed additional areas, we would be increasing by 34 stalls (including 1 accessible) for a total of 77. With our current occupancy and parking stall needs, the 43 stalls seem adequate. Although we are anticipating the need to increase stall count in the future, could we continue to operate as is and add striping when needed?

In the construction vehicle parking area, we will continue to add units maintaining minimum width travel lanes (at least 24ft). We do not see a need to expand this footprint or make any infrastructure changes to accommodate the 600 units. It is tough to illustrate this with the varying sizes and shapes of the equipment, let me know if we to provide further support.

For the landscape screening, we would plan to add 2-3 rows of coniferous trees just outside the right of way approximately 15-20ft apart.


EXISITNG PARKING PLAN
McNamara Contracting Inc
40 STANDARD PARKING STALLS
3 ADA PARKING STALLS
Google Earth
Image Landsat / Copernicus
N
100 ft
58


PROPOSED PARKING PLAN
McNamara Contracting Inc
87 STANDARD PARKING STALLS
4 ADA PARKING STALLS
91 TOTAL PARKING STALLS
20.0 ft
10.0 ft
10.0 ft
20.0 ft
27.3 ft
10.0 ft
20.0 ft
Google Earth
Image Landsat / Copernicus
N
100 ft
59

MATCH LINE P3

MATCH LINE P4

MATCH LINE P6

CHIPPENDALE AVENUE W.

170TH STREET W.

PARCEL 1 DAKOTA COUNTY RIGHT OF WAY MAP NO.

PARCEL 2A DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 260

100' WIDE PIPELINE EASEMENT PER DOC. NO. 2522461

DETAIL D (P9)

EASEMENT FOR HIGHWAY PURPOSES PER DOC. NO. 2269951, 2442396, & 2462837

EASEMENT FOR COMMUNICATIONS PER DOC. NO. 476644

SIGN EASEMENT PER DOC. NO. 24045214

ACCESS EASEMENT PER DOC. NO. 2404520

UTILITY EASEMENT PER DOC NO 412575

100' WIDE PIPELINE EASEMENT

PIPELINE EASEMENT PER DOC. NO. 2701257

STATION EASEMENT PER DOC NO 887163

PIPELINE EASEMENT PER DOC. NO. 3350980

EASEMENT FOR A GROUND BED PER DOC. NO. 410516 PARTIALLY RELEASED PER DOC. NO. 434826

HIGHWAY EASEMENT PER DOC. NO. 458506

CATHODIC EASEMENT PER DOC. NO. 435613

EASEMENT PER DOC NO 412575 APPEARS TO BE 33 FEET SHORT +/-

N00°08'59"W 1606.30

N00°08'49"W 3945.18

S00°08'59"E 363.22

S89°54'24"W 72.00

S89°43'07"E 78.00

N89°43'07"E 119.77

N00°08'56"W 239.24

N00°08'56"W 239.24

S89°49'17"W 2658.18 (PER DAKOTA COUNTY RIGHT OF WAY MAP 17) L

1310.35

1329.09

BITUMINOUS

GRAVEL

WOODS

EXISTING BLDG

EXISTING BLDGS

MAIL BOX

RAMP E

FND CM

NORTH

Bearings are based on the Dakota County Coordinate System (NAD 83 - 1986 adj.)

100 50 0 50 100 200

SCALE IN FEET

NO SCALE

SURVEY LEGEND

- CAST IRON MONUMENT
- IRON PIPE MONUMENT SET
- IRON PIPE MONUMENT FOUND
- DRILL HOLE FOUND
- CHISELED "X" MONUMENT SET
- CHISELED "X" MONUMENT FOUND
- REBAR MONUMENT FOUND
- PK NAIL MONUMENT SET
- PK NAIL MONUMENT FOUND
- PK NAIL W/ ALUMINUM DISC
- SURVEY CONTROL POINT
- A/C UNIT
- CABLE TV PEDESTAL
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE
- ELECTRIC METER
- PIEZOMETER
- POWER POLE
- GUY WIRE
- ROOF DRAIN
- LIFT STATION
- SANITARY MANHOLE
- SANITARY CLEANOUT
- STORM MANHOLE
- STORM DRAIN
- CATCH BASIN
- FLARED END SECTION
- TREE CONIFEROUS
- TREE DECIDUOUS
- TREE CONIFEROUS REMOVED
- TREE DECIDUOUS REMOVED
- TELEPHONE MANHOLE
- ELECTRIC OUTLET
- YARD LIGHT
- LIGHT POLE
- FIBER OPTIC MANHOLE
- FIRE DEPT. HOOK UP
- FLAG POLE
- FUEL PUMP
- FUEL TANK
- PROPANE TANK
- GAS METER
- GAS VALVE
- GAS MANHOLE
- GENERATOR
- GUARD POST
- HAND HOLE
- MAIL BOX
- TELEPHONE PEDESTAL
- UTILITY MANHOLE
- UTILITY PEDESTAL
- UTILITY VAULT
- WATERMAIN MANHOLE
- WATER METER
- WATER SPIGOT
- WELL
- MONITORING WELL
- CURB STOP
- GATE VALVE
- HYDRANT
- IRRIGATION VALVE
- POST INDICATOR VALVE
- SIGN
- SOIL BORING
- WOE WALKOUT ELEVATION
- FFE FIRST FLOOR ELEVATION
- GFE GARAGE FLOOR ELEVATION
- TOF TOP OF FOUNDATION ELEV.
- LOE LOWEST OPENING ELEV.
- CONCRETE
- BITUMINOUS
- BUILDING SETBACK LINE
- CABLE TV
- CONCRETE CURB
- CONTOUR EXISTING
- CONTOUR PROPOSED
- GUARD RAIL
- DRAIN TILE
- ELECTRIC UNDERGROUND
- FENCE
- FIBER OPTIC UNDERGROUND
- GAS UNDERGROUND
- OVERHEAD UTILITY
- TREE LINE
- SANITARY SEWER
- STORM SEWER
- TELEPHONE UNDERGROUND
- RETAINING WALL
- UTILITY UNDERGROUND
- WATERMAIN
- TRAFFIC SIGNAL
- RAILROAD TRACKS
- RAILROAD SIGNAL
- RAILROAD SWITCH
- SATELLITE DISH
- WETLAND BUFFER SIGN

FIELD CREW	NO.	BY	DATE	REVISION
DM, EJ, JS, AK +	1	EJ	7/6/2023	ADDITIONAL UTILITIES
DRAWN				
JRS/EJ				
CHECKED				
DLS				
DATE				
11/3/22				

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ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE BERGQUIST INC.

14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH MN 55447
(952) 476-6000 WW.SATHRE.COM

TWP:114-RGE.19-SEC.05

Dakota County

FARMINGTON, MINNESOTA

CERTIFICATE OF SURVEY

PREPARED FOR:

MCNAMARA CONTRACTING, INC.

FILE NO. 54765-001

5/10

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Jenni Faulkner, Consulting Planner
RE:	2. Consider Approving Site Plan Review Application from Vertical Bridge (170th Street Communications Tower Site)

Attachment(s): 2026-03-24 CC Packet_Verizon Co-Location.pdf

MEMORANDUM

Date: March 24, 2026

To: City of Empire City Council

From: Madison Richard, Consulting Planner
Jenni Faulkner, Consulting Planner

Item: Site Plan Review for Co-Location on an Existing Telecommunications Tower

Action Requested

The City Council asked to make a determination on the request for a Site Plan Review to allow the construction and operation of a co-location on an existing telecommunications tower and associated equipment in the Agricultural Preservation (AG) district.

Background

The site, owned by VB Nimbus, LLC., is zoned Agricultural (AG) District and consists of two vacant structures and a telecommunications tower owned by Vertical Bridge. Staff have checked City files, and there is no record of the existing telecommunication tower.

At the February 24, 2026, City Council meeting, the City approved a Site Plan Review for the co-location, with nine conditions as follows:

1. Approval of the site plan review does not eliminate the requirement for obtaining any other subsequent permits and approvals as may be required by the City, watershed, county, state, or federal laws, rules, or ordinances, and policies, including but not limited to, grading permits, building permits, electrical permits, stormwater permits, and sign permits.
2. All construction and operation of the communication facility shall require full compliance with federal, state, and local laws, rules, ordinances, and regulations.
3. The applicant shall construct the communication facility consistent with the Plans, except as modified herein or according to subsequent modifications, as approved in writing by the City.
4. The antenna and equipment shall be a galvanized steel or muted white color to match the section of the tower on which it is mounted.
5. There shall be no signage associated with the communication facility, except for identification signs, equipment signs, warning signs, and emergency information signs.

No allowable sign shall exceed three square feet in area, unless required by applicable code.

6. The applicant shall provide lighting specifications for any exterior lighting equipment, meeting City Code, prior to building permitting approval.
7. Upon application and approval of a CUP or Code Amendment to allow administratively, the applicant shall provide an updated screening plan, which may include a privacy fence of slats in the fence. The screening plan shall be submitted and approved prior to receiving a building permit.
8. The applicant shall provide information sheets on the amount of noise produced from the tower and associated equipment, to ensure the noise is below the permitted maximum allowed by the PCA.
9. The applicant shall allow access to the site by Empire's representatives, or other local, state, or federal officials and agents, upon reasonable notice and in the company of a competent site representative, to inspect the site, at intervals chosen by Empire.

When the City Council approved the site plan, they also directed the applicant to request the code amendment to allow slats as screening.

The highlighted Condition #7 is being requested to be modified with this Site Plan Review as the application decided not to proceed with a CUP or Code Amendment to allow slats. They have chosen to amend their Site Plan with screening trees. This review will focus on landscaping/screening.

Analysis

The applicant is requesting a site plan review for landscaping to screen the accessory structures at a 260-foot co-location on the existing 500-foot telecommunications pole at 4272 170th Street W (PID 120070025012), approximately 635 feet south of 170th Street W.

Existing Conditions

Lot Size:	10 acres (leased area is ~360 square feet)
Existing Land Use:	Telecommunications Tower
2040 Future Land Use:	Agricultural
Zoning:	Agricultural Preservation (AG)

Landscaping

Per the Zoning Ordinance, all new development activities, including site modifications or use intensifications, shall be subject to landscaping improvements. The City may require that landscaping materials be provided to screen accessory structures or equipment. The minimum requirements for an IUP are 8 trees, or 1 tree/3,000 sq. ft. site area and foundation plantings of 4 1/10 lineal feet building and parking area, unless modified by the City Council. Ideally in this case, the best screening would be around the perimeter of the entire lot. However, given the size of the lot, that does not seem practical. Therefore, screening closer to the equipment can also be acceptable. Foundation plantings are not needed as there is no parking lot and the buildings are minimal with no general public access.

The existing equipment cabinet on site and fencing does not consist of any screening, and the area surrounding the tower and the areas for the guy wires are clearcut. The Applicant has proposed planting 10 various deciduous trees surrounding the fenced area that houses the

accessory structures. Staff believe this screening meets the intent of Code to screen the structures.

Planning Commission Discussion

The Planning Commission reviewed this application at the March 17, 2026 regular meeting. The applicant representative, Chad Skinner, was present to answer any questions or concerns. The Planning Commission discussed the application and recommended approval as presented.

Site Plan Review

A site plan review by the City Council is required for all building permit applications, except for single family dwellings and agricultural permitted uses. Co-location uses are exempt from the IUP process, but require Planning Commission and City Council approval. The proposed use is consistent with the current use. Staff recommends approval of this request.

Recommendation

Staff recommends Condition #7 of the Site Plan Approval granted on February 24, 2026, be amended to read as follows:

7. The equipment area shall be screened and landscaped per landscape plans dated March 9, 2026, and reviewed and approved by the Council on March 24, 2026.

Attachments

1. Approved Site Plan
2. Proposed Landscape Plan

NORTH

RIGHT OF WAY

PROPERTY LINE

170TH ST W

RIGHT OF WAY

PROPOSED FIBER VAULT INSTALLED IN RIGHT OF WAY (R.O.W.) BY FIBER PROVIDER

PROPOSED FIBER VAULT; BY VERIZON GC

EXISTING GRAVEL ACCESS DRIVE

CUMULUS MEDIA TOWER CO LLC
PARCEL #: 120070025012

CEMSTONE PRODUCTS CO
PARCEL #: 120070025013

PROPERTY LINE

EXTENTS OF PROPOSED 20'-0" WIDE ACCESS & UTILITY EASEMENT

EXISTING 500' GUYED TOWER

PROPOSED UNDERGROUND FIBER OPTIC UTILITY LINE

240'-7"

292'-5"

PROPOSED 15'-0" x 24'-0" VERIZON LEASE AREA

EXISTING FENCED COMPOUND; SEE C-102 FOR ENLARGED PLAN

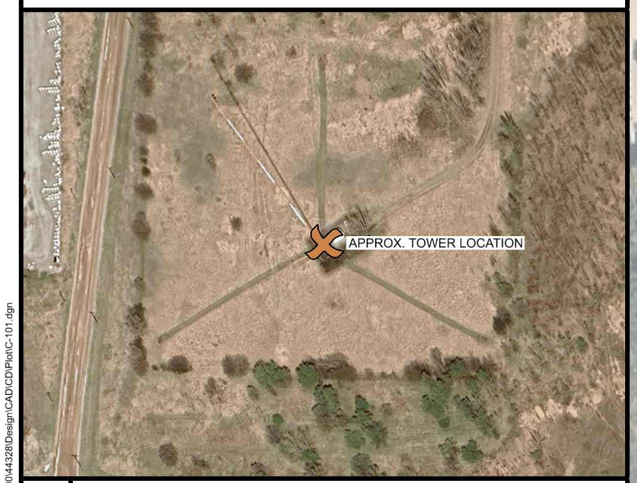
182'-10"

PROPERTY LINE

PROPERTY LINE

NOTE:

1. FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.



A **AERIAL OVERVIEW OF SITE**

50' 0 50' 100'

SCALE: 11" x 17" - 1" = 100'
22" x 34" - 1" = 50'

L:\44300\44328\Design\CAD\CD\Plot\C-101.dgn

CONSULTANT:

Edge
Consulting Engineers, Inc
2101 HIGHWAY 13 W
BURNSVILLE, MN 55337
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com

CLIENT:

verizon
10801 BUSH LAKE RD
BLOOMINGTON, MN 55438

ENGINEER SEAL:

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

SIGNATURE: Peter E Rothmeier

TYPED OR PRINTED NAME: PETER E. ROTHMEIER

LIS. NO.: 59940

DATE: 1/6/2026

SITE PLAN
MIN NOWHERE (17425853)
EMPIRE, MINNESOTA

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
DBS	11/05/25	REV. A
PER	11/19/25	REV. B
DBS	01/06/26	REV. 0

CHECKED BY	PER
EDGE SITE ID	S17334
EDGE PROJ. #	44328
SET TYPE	FINAL
SHEET NUMBER	C-101

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NORTH

LANDSCAPE NOTES:

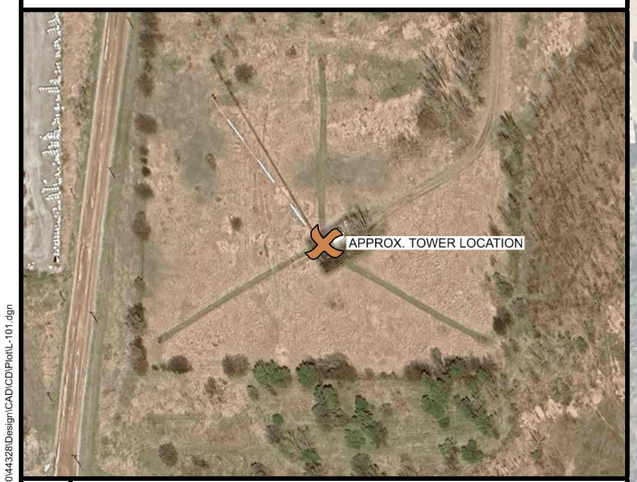
1. PLANT CONTAINER OR BALLED-AND-BURLAPED PLANTS IN SPRING OR FALL.
2. PLANT ON A RAISED BED TO ENSURE PROPER DRAINAGE.
3. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION
4. MINIMIZE DISTURBANCE TO EXISTING SITE TREES, PLANTS AND NATURAL ROCK OUT AS MUCH AS POSSIBLE FOR PROPOSED CONSTRUCTION.
5. ALL PROPOSED LANDSCAPE TREES AND SHRUBS SHALL BE PURCHASED FROM A LOCAL NURSERY WITH PLANT STOCK THAT ARE ACCLIMATED TO THE CLIMATIC VARIATION OF THE LOCAL REGION.
6. BEFORE LANDSCAPE TREES ARE PLANTED, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOT LINE LISTED ON G-001.
7. ALL DISTURBED SOILS LOCATED ADJACENT TO THE COMPOUND AND/OR WITHIN THE PLANTING AREAS SHALL BE LOOSENED PRIOR TO ALL LANDSCAPE PLANTING.
8. AMEND NATIVE SOIL AS REQUIRED WITH ORGANIC MATTER SUCH AS PEAT MOSS AND/OR MANURE TO ENSURE ROOT ESTABLISHMENT OF NEWLY PLANTED TREES IF THE NATIVE SOIL CONSISTS OF SANDY LOAMS OR CLAYEY SOILS.
9. A ROOT STIMULATOR SUCH AS HI-YIELD OR EQUIVALENT SHALL BE UTILIZED PER THE MANUFACTURERS RECOMMENDATIONS AT THE TIME OF PLANTING.
10. MAINTENANCE PLAN TO BE VERIFIED WITH VERTICAL BRIDGE; TPYICALLY, TO INCLUDE WATERING OF NEWLY PLANTED TREES AT MINIMUM ONCE PER WEEK WITH A HOSE ON TRICKLE AT THE BASE OF THE TRUNK FOR A MIN. 30 MINUTES PER PLANT UNTIL FINAL ROOT ESTABLISHMENT, AND DURING DROUGHT CONDITIONS; AND SHEARING/ PRUNING OF LANDSCAPE TREES TO PROVIDE ACCESS AROUND COMPOUND AND TO THE ADJACENT DRAINAGE AREA.

LEGEND:

- PROPOSED PLANTING
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING BRUSH/SHRUBS TO REMAIN

NOTE:

1. EXISTING VEGETATION TO REMAIN. NO PROPOSED CHANGES TO EXISTING VEGETATION.



A AERIAL OVERVIEW OF SITE



50' 0 50' 100'

SCALE: 11" x 17" - 1" = 100'
22" x 34" - 1" = 50'

CONSULTANT:

Edge
Consulting Engineers, Inc
2101 HIGHWAY 13 W
BURNSVILLE, MN 55337
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com

CLIENT:

verizon
10801 BUSH LAKE RD
BLOOMINGTON, MN 55438

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SIGNATURE:

TYPED OR PRINTED NAME: PETER E. ROTHMEIER

LIS. NO.: 59940

DATE: 3-9-26

LANDSCAPE PLAN
MIN NOWHERE (17425853)
EMPIRE, MINNESOTA

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
DBS	11/05/25	REV. A
PER	11/19/25	REV. B
DBS	01/06/26	REV. 0
MJM	03/02/26	REV. 1
MJM	03/09/26	REV. 2

CHECKED BY	PER
EDGE SITE ID	S17334
EDGE PROJ. #	44328
SET TYPE	FINAL
SHEET NUMBER	L-101

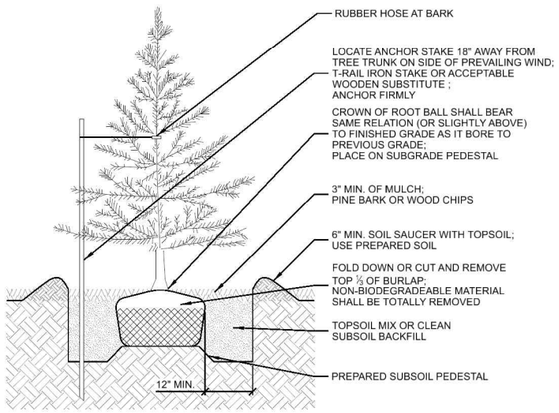
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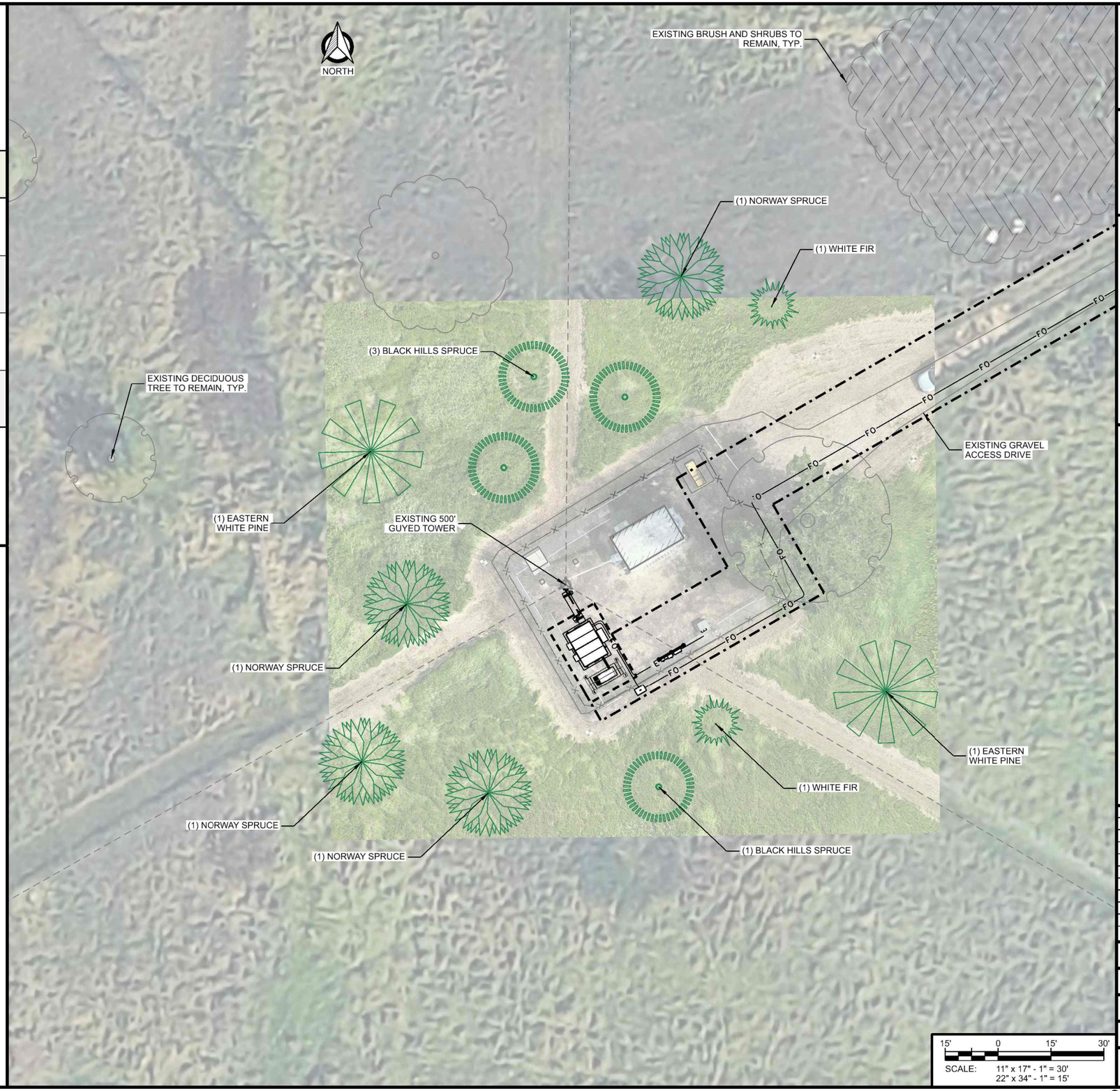
Imagery ©2026 Airbus, CNES / Airbus, Maxar Technologies

Empire, Minnesota

Quantity	Scientific Name	Common Name	Height	Spread	Size
2	Abies concolor	White Fir	40-50'	20'	8'
4	Picea abies	Norway Spruce	50-70'	30'	7'
4	Picea glauca var. densa	Black Hills Spruce	20-40'	15-25'	7'
2	Pinus strobus	Eastern White Pine	50-80'	20-40'	7'



A **CONIFEROUS TREE PLANTING**



CONSULTANT:
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CLIENT:
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BLOOMINGTON, MN 55438

ENGINEER SEAL:

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

SIGNATURE:

TYPED OR PRINTED NAME: PETER E. ROTHMEIER

LIS. NO.: 59940

DATE: 3-9-26

LANDSCAPE PLAN
MIN NOWHERE (17425853)
EMPIRE, MINNESOTA

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
DBS	11/05/25	REV. A
PER	11/19/25	REV. B
DBS	01/06/26	REV. 0
MJM	03/02/26	REV. 1
MJM	03/09/26	REV. 2

CHECKED BY	PER
EDGE SITE ID	S17334
EDGE PROJ. #	44328
SET TYPE	FINAL
SHEET NUMBER	L-102

L:\44300\44328\Design\CAD\CD\Plot\L-102.dgn

© EDGE CONSULTING ENGINEERS, INC

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	3. Proposed Comprehensive Plan Amendment from the City of Farmington (Sawyer Glenn Development)

The Planning Commission has recommended "No Comment" on the proposed Comprehensive Plan Amendment.

Attachment(s): *Farmington Comp Plan Amendment 3-17.pdf*

CITY OF
FARMINGTON

430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

DATE: March 6, 2026

FROM: Tony Wippler, Planning Manager

TO: Kris Jenson, Planning Manager – City of Lakeville
Kurt Chatfield, Planning Supervisor – Dakota County
Charles Seipel-Teng, Clerk – Empire Township
Molly Weber, Clerk – Castle Rock Township
Liz Atwater, Clerk – Eureka Township
Patrick Boylan, Senior Planner – Metropolitan Council
Travis Thiel – Vermillion River Watershed
ISD 192 – Farmington Area Public Schools
ISD 196 – Rosemount-Apple Valley-Eagan Public Schools

SUBJECT: Notification of an Amendment to the 2040 Comprehensive Plan – Sawyer Glenn Development

APPLICANT: Lennar

PROPERTY OWNERS: 1. Kimberly Denmark & Robert Sayers

PID#'s 14-03400-16-050 and 14-02700-95-020

2. Darlene Pedersen TSTE

PID#'s 14-02700-95-030 and 14-03400-16-041

Dear Adjacent Agency/Jurisdiction:

Lennar has made application to amend the city's 2040 Comprehensive Plan. This letter serves as official notification that the Comprehensive Plan Amendment has been submitted to your agency for review and comment. This letter is pursuant to the requirements of the Metropolitan Council that all adjacent and overlapping units of government are notified of the proposed Comprehensive Plan amendment.

The request is as follows:

Lennar is proposing the Sawyer Glenn single-family development. The subject property consists of four parcels totaling 73.28 acres and is located near the northwest intersection of CSAH 50 and Flagstaff Avenue and is directly south of the Farmington High School (location map attached). Lennar is proposing a 215 single-family lot subdivision (preliminary plat is attached).

Three amendments to the City's 2040 Comprehensive Plan are necessary for the Sawyer Glenn development as proposed, those amendments are as follows:

- The development site consists of 4 parcels of land. The northern 2 parcels are guided Medium Density Residential and the southern 2 parcels are guided as Low Medium Density Residential in the City's 2040 Comprehensive Plan. The future land use map (attached) must be Amended to redesignate the northern 2 parcels of the development area from Medium Density Residential to Low Medium Density Residential. This would be in line with the proposed rezoning.

- The MUSA staging map (attached) will need to be amended to include the development area in the 2020 MUSA. The northern 2 parcels of the development site are currently shown to received MUSA designation in 2040 and the southern 2 parcels of the development site are currently shown to receive MUSA designation in 2030.

- The development staging map (attached) must be amended to change the development timeframe for the northern 2 parcels in the development area from 2030-2040 to 2020-2030. The southern 2 parcels are currently shown in the 2020-2030 development timeframe.

Please review the attachments and respond using the attached sign-off form. The 60-day review and comment period ends on **May 5, 2026**. However, if you are able, your prompt attention to this request would be greatly appreciated. We would appreciate your comments, if able, on or before **April 6, 2026**. If you have any questions, please contact me at (651) 280-6822.

Sincerely,

Tony Wippler, Planning Manager

Attachments:

1. Comprehensive Plan Amendment Sign-Off Form
2. Location Map
3. Sawyer Glenn Preliminary Plat
4. Current 2040 Future Land Use Map
5. MUSA Staging Map
6. Development Staging Map

CITY OF FARMINGTON

430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

Tony Wippler, Planning Manager
City of Farmington
430 Third Street
Farmington, MN 55024
Phone – (651) 280-6822
Email – twippler@farmingtonmn.gov

SUBJECT: Agency Response to Farmington Application for Comprehensive Plan Amendment – Sawyer Glenn Development

APPLICANT: Lennar

PID #'s: 14-03400-16050, 14-02700-95-020, 14-02700-95-030 and 14-03400-16-041

Please be advised that your agency/jurisdiction has received notice from the City of Farmington of a Comprehensive Plan Amendment. The proposed amendments are as follows:

- The development site consists of 4 parcels of land. The northern 2 parcels are guided Medium Density Residential and the southern 2 parcels are guided as Low Medium Density Residential in the City's 2040 Comprehensive Plan. The future land use map (attached) must be Amended to redesignate the northern 2 parcels of the development area from Medium Density Residential to Low Medium Density Residential. This would be in line with the proposed rezoning.
- The MUSA staging map (attached) will need to be amended to include the development area in the 2020 MUSA. The northern 2 parcels of the development site are currently shown to received MUSA designation in 2040 and the southern 2 parcels of the development site are currently shown to receive MUSA designation in 2030.
- The development staging map (attached) must be amended to change the development timeframe for the northern 2 parcels in the development area from 2030-2040 to 2020-2030. The southern 2 parcels are currently shown in the 2020-2030 development timeframe.

(Check Applicable Line)

_____ The Comprehensive Plan Amendment is not anticipated to impact this jurisdiction. No comments on the application will be forthcoming.

_____ This agency will submit written comments on the Comprehensive Plan Amendment.

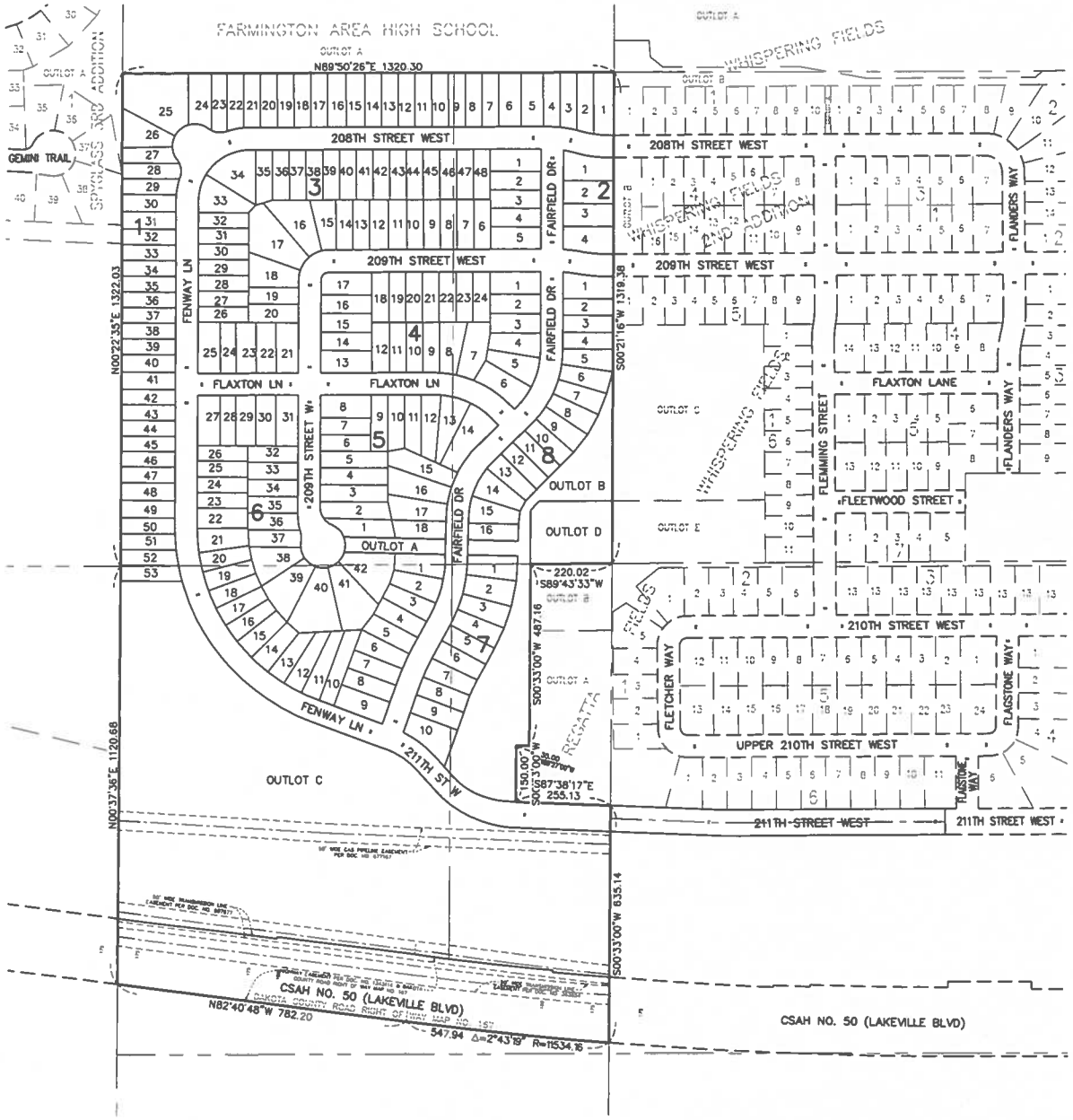
_____ Other: (Please attach separate pages if necessary)

_____ _____
Name Date

_____
Title

Location Map





PROPERTY DESCRIPTION

The West 889.80 feet of the Southwest Quarter of the Southeast Quarter of Section 27, Township 114, Range 20, Dakota County, Minnesota.

And

That part of the Northwest Quarter of the Northeast Quarter of Section 34, Township 114, Range 20, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter; thence South (assumed bearing) along the West line thereof 1062.04 feet; thence South 83 degrees 15 minutes 00 seconds East 895.96 feet; thence on a bearing of North 1181.34 feet to the North line of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 05 minutes 57 seconds West along said North line 889.86 feet to the point of beginning.

And

All that part of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section Twenty-seven (27) Township One Hundred Fourteen (114) North, Range Twenty (20) West, Dakota County, Minnesota, according to the government survey thereof, lying East of the West 889.80 feet thereof.

And

All the part of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) of Section Thirty-four (34), Township One Hundred Fourteen (114) North, Range Twenty (20) West, Dakota County, Minnesota, except that portion thereof lying South of the Southerly right-of-way of State Trunk Highway No. 50 and Further Excepting therefrom that portion of said Northwest Quarter of the Northeast Quarter described as follows:

Beginning at the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence South (assumed bearing) along the West line thereof 1062.04 feet; thence South 83 degrees 15 minutes 00 seconds East 895.86 feet; thence on a bearing of North 1181.34 feet to the North line of said Northwest Quarter of the Northeast Quarter; thence South 89 degrees 05 minutes 57 seconds West along said North line 889.86 feet to the point of beginning, Except that part platted as "Regatta Fields".

ZONING INFORMATION

CURRENT ZONING:	A-1 (AGRICULTURE)
PROPOSED ZONING:	R-2 (LOW/MEDIUM DENSITY RESIDENTIAL) PUD (PLANNED UNIT DEVELOPMENT)

SITE DATA

GROSS AREA	73.28 ACRES
LOTS	215 LOTS
GROSS DENSITY (TOTAL UNITS/GROSS AREA)	2.94 D.U./ACRE
LOTS	35.72 ACRES
R.O.W.	16.36 ACRES
EXISTING ROADS (C.S.A.H. NO. 50)	(6.43 ACRES)
SUBDIVISION ROADS	(10.93 ACRES)
OUTLOTS	21.20 ACRES
OPEN SPACE (OUTLOTS A-C)	(20.36 ACRES)
PARK (OUTLOT D)	(0.84 ACRES)
TOTAL	73.28 ACRES

MINIMUM SETBACKS PROVIDED	
FRONT	25 FEET
SIDE (HOUSE & GARAGE)	6 FEET
SIDE (STREET)	20 FEET
REAR	25 FEET

MINIMUM LOT REQUIREMENTS PROVIDED	
LOT SIZE	5670 S.F.
LOT WIDTH	42 FEET
LOT DEPTH	135 FEET

LOT DATA	
NO. OF LOTS	215 LOTS
SMALLEST LOT SIZE	5,670 S.F.
LARGEST LOT SIZE	23,560 S.F.
AVERAGE LOT SIZE	7,237 S.F.

HILL INCORPORATED
2999 WEST C.R. 42, SUITE 100
BURNSVILLE, MN 55306
PHONE: 952-890-6044
marcus@mnhill.com
www.mnhill.com

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

PRELIMINARY

Date: Reg No.

SAWYER GLENN
FARMINGTON, MINNESOTA
PRELIMINARY PLAT
FOR
LENNAR
16355 36TH AVE SUITE #100 PLYMOUTH, MN 55446

DRAWN BY
PLM

DATE
12/23/2025

REVISIONS
2026-01-05 GROSS DENSITY
2026-02-02 REV PER CITY COMMENTS

CAD FILE
24332PP-1.dwg

PROJECT NO.
24332-00

C2.0

Figure 3.3 2040 Future Land Use

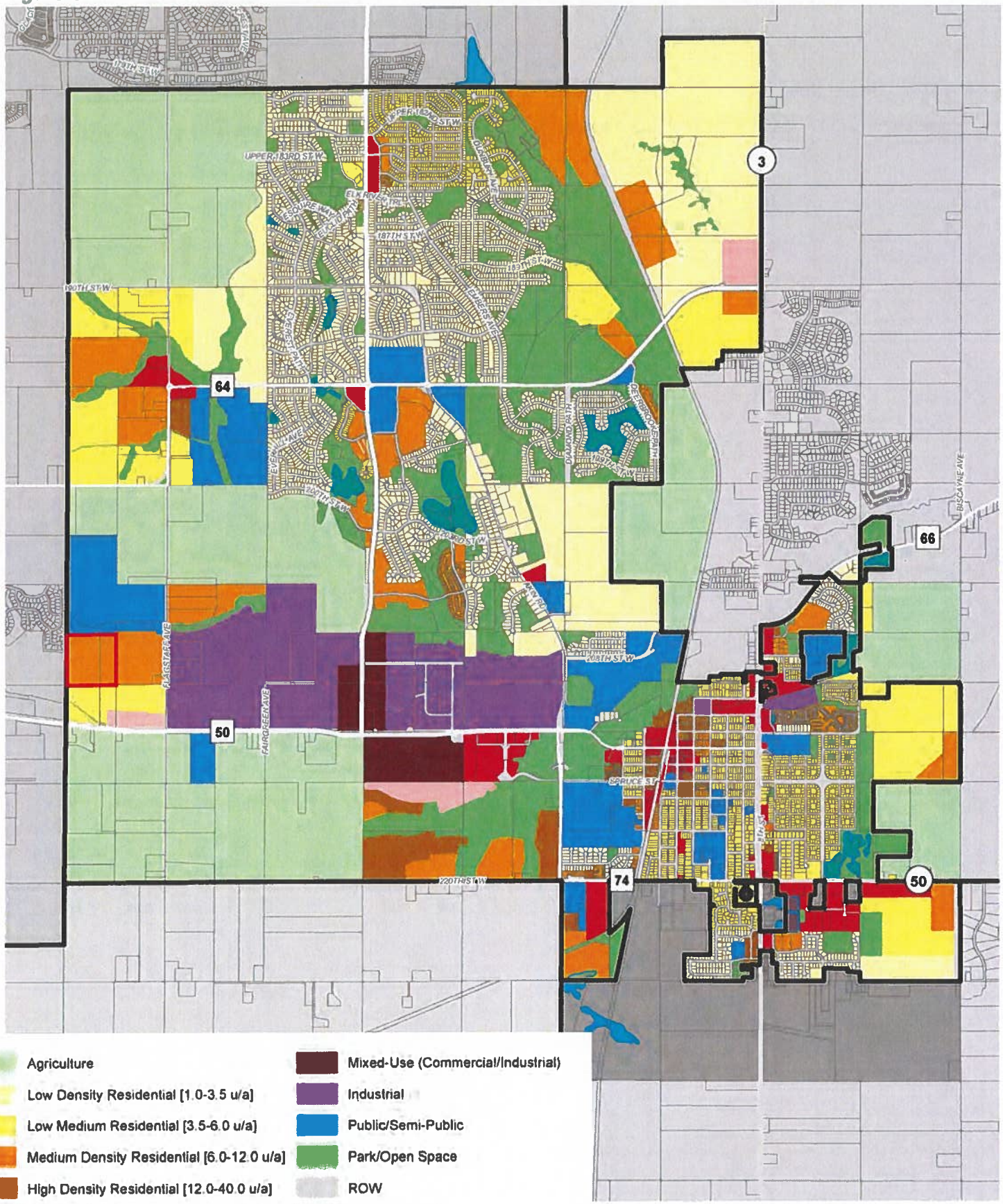


Figure 3.4 Anticipated MUSA Staging

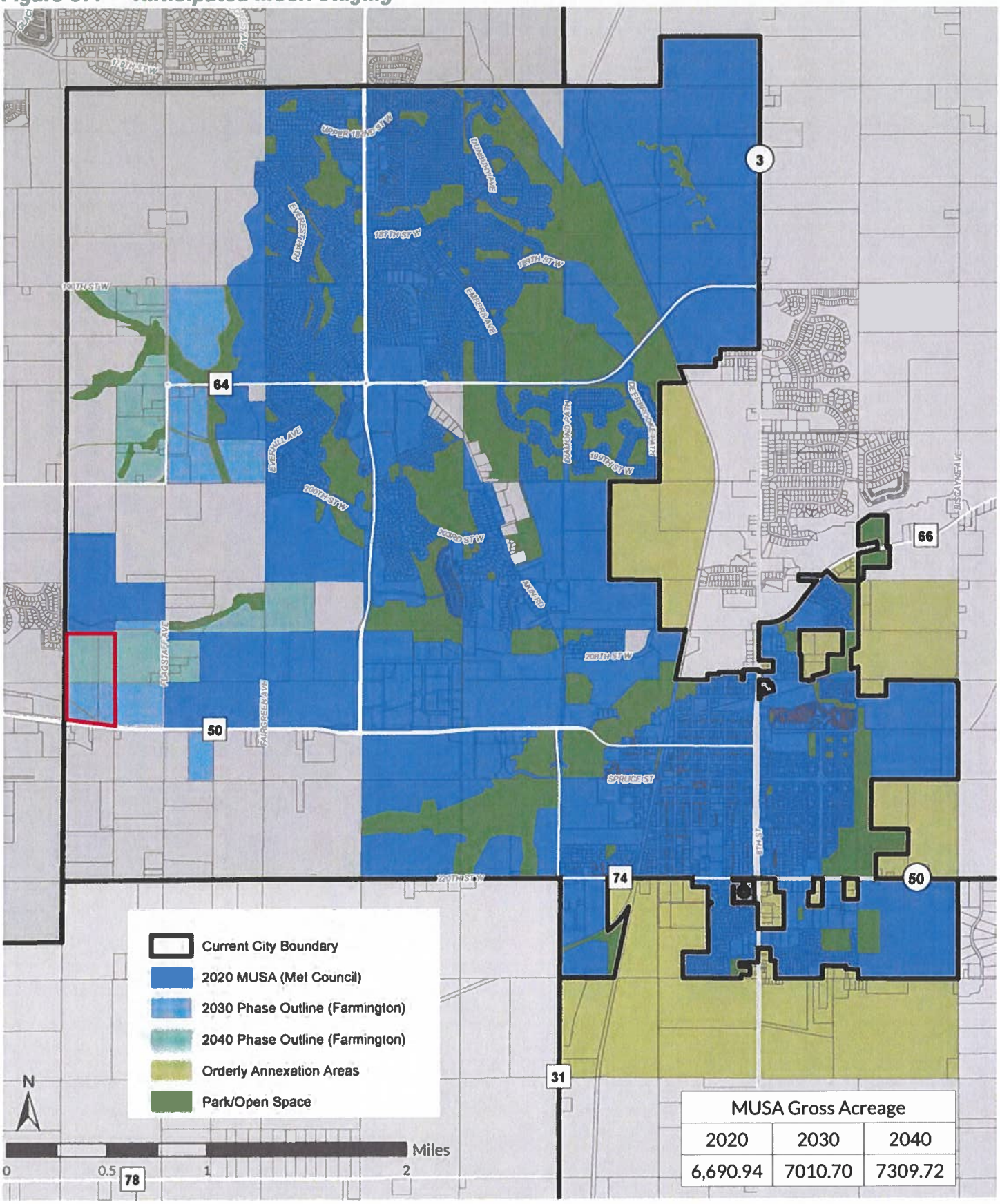
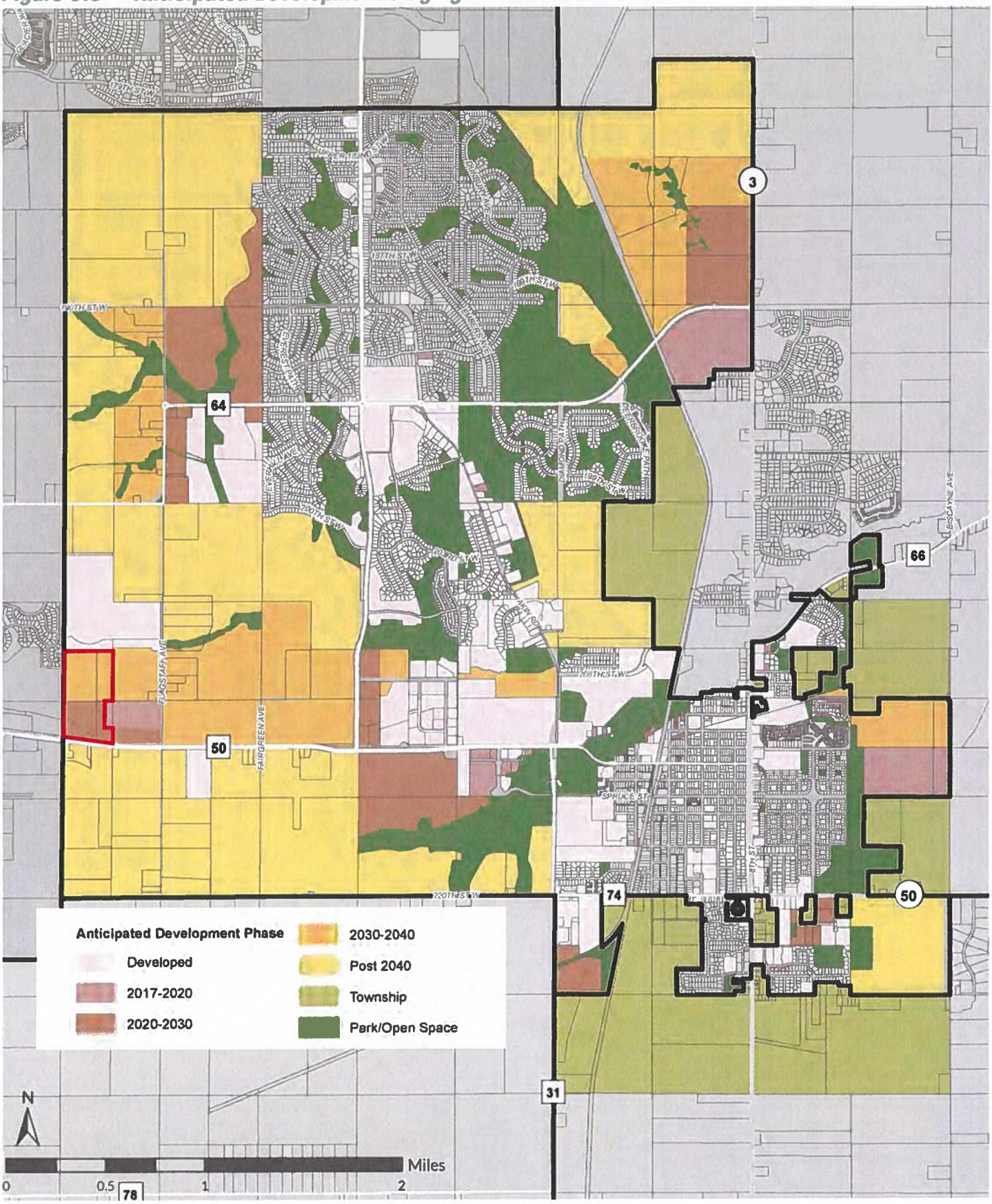


Figure 3.5 Anticipated Development Staging



MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Jenni Faulkner, Consulting Planner
RE:	4. Update on Proposed Starter Homes Act

This item is continuing discussion and updates on this proposed piece of legislation.

The Planning Commission discussed this at their March 17th meeting. In addition to the concerns about taking away some of the local authority to plan, some additional comments that the Commission would like to pass along include:
* Concerns that this legislation will remove factors that make Empire the community that it is and a desirable place to live.
* The one size fits all approach to this legislation does not make sense as communities consists of different sizes and face varying growth pressures.

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Proposed Lease Agreement for Farming Operations on Empire Public Works Building Property

A large and unutilized section of the Public Works Building property (Shown in Exhibit B of the draft Lease Agreement) has been farmed for almost two decades by Jon Juenke. No formal lease agreement for the farming activity is in place for leasing this portion of the land for farming operations.

For liability and documentation, the City's Building Committee and Attorney advise that City of Empire enter into a formal lease agreement with you for farming operations on the property, starting with the 2026 growing season.

The lease agreement asks for a rent price as recommended by the City's real estate attorney and is based on USDA guidance for cash rent and land values. For 2025, Mr. Juenke paid the City $750 to lease the property.

Mr. Juenke was provided with a copy of the proposed lease agreement and a letter that asked for confirmation of interest in proceeding with the agreement by March 5th.

Update: At the March 10 City Council Meeting, Council directed staff to reach out to Mr. Juenke and other area farmers to see if they would be interested in farming the property. Mr. Juenke indicated that he is still interested in farming this property. The agreement, as approved, is a 1-Year agreement with a price at $200 per acre. Mr. Juneke would like to enter into a 3-Year agreement with a price of $120 per acre.

Reasons that Mr. Juenke provided for paying less than the USDA guidance include:
He has been running the land for 16 years and has treated it as a good steward.
This is a difficult piece of land to work because of weather conditions. When it gets wet it floods and then dries out.
The deer from the adjacent woodland attack the crop.
4-wheelers drive through the crop.

Staff have reached out to another farmer in Empire. He indicated that he is not interested in farming the land and believes $120 per acre is a reasonable price based on the land location and layout.

City Council should determine if it is agreeable to amending the lease agreement for a lease price of $120 per acre with a 3-Year lease.

Attachment(s): *Draft Farm Lease .pdf*

FARM LEASE

THIS FARM LEASE (this "Lease") is made effective this 24th day of March, 2026, by and between the City of Empire, a Minnesota municipal corporation (the "City") and Jon Juenke (the "Tenant").

1. Property Description. The City is the fee owner of certain real property located in Dakota County, comprising Tax Parcel No(s).: 12-24500-00-020 (the Property) legally described on Exhibit A. The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described a portion of the Property consisting of approximately 10.5 acres (the "Leased Premises"). The Leased Premises is legally described on Exhibit B attached hereto.

2. Term. The term of this Lease is for one growing season commencing on April 15, 2026 and terminating on December 31, ~~2026~~2028, unless otherwise terminated pursuant to the terms herein.

3. Base Rent. Tenant shall pay the City annual rent of $~~200~~120/acre ("Rent") in two installments, one installment of $~~1,050~~630 on April 15, 2026 and the second installment of $~~1,050~~630 being due on November 15, 2026.

4. Property Taxes. The City shall be responsible for paying the annual real estate taxes attributable to the Property, if any.

5. Quiet Enjoyment. The City warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that the Tenant, upon the Tenant's performance of all the terms, conditions, covenants, and agreements on the Tenant's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

6. Access to the Leased Premises. The Tenant agrees to permit the City and any authorized representatives of the City to enter the Leased Premises at all times during normal business hours (upon 24 hours' notice to the Tenant) for the purpose of inspecting the same and conducting such investigations, tests, measurements, and assessments as may be desired by the City. In the event of an emergency constituting a danger to life, health, safety, or property, the City may enter the Leased Premises at any given time without the consent of or notice to the Tenant.

7. Tenant Obligations. The Tenant shall be responsible for paying or doing the following:

   A. The Tenant shall use the Leased Premises for agricultural purposes only, which includes farming and cultivation. The production of corn as a crop is permitted on the Leased Premises, provided that the production of such crop does not damage the Leased Premises due to excessive runoff or erosion. During farming operations, the Tenant must fertilize and lime the soil on the Leased Premises in order to keep the proper elements in the soil and at a proper pH for crop production. The Tenant

also agrees to only use corn roundup so that the Leased Premises may be used in the future for turf by the City. The Tenant shall not use any other herbicides that will have any residual carry over effect on the Leased Premises or any other properties or bodies of water that are in the vicinity of the Leased Premises. The Tenant shall not keep any farm animals, livestock, or poultry on the Leased Premises. The Tenant agrees to use normal and customary farming practices in the care and maintenance of the Leased Premises and, without limiting normal practices, keep the Leased Premises free of noxious weeds to the greatest extent possible;

B. The Tenant agrees that throughout the term of this Lease, the Tenant shall not use the Leased Premises for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated, or classified under any Environmental Law or other applicable federal, state, or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 (14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5) , 6921, as now or hereafter amended; (iii) toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives, and urea formaldehyde;

C. The Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, municipal, watershed, and other units of government regulating the use of the Leased Premises;

D. The Tenant shall not do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease;

E. The Tenant shall not make any alterations or improvements to the Leased Premises without the City's prior written consent. Any additions or improvements authorized by the City shall be made at the Tenant's sole expense and shall remain on the Leased Premises at the expiration of this Lease;

F. The Tenant shall refrain from using or applying any chemicals or products on the Leased Premises which contain phosphorous;

G. The Tenant is not required to plow back the Leased Premises prior to the termination of this Lease; and

H. This Lease does not entitle the Tenant to allow or authorize use of the Leased Premises by the Tenant or any of Tenant's invitees for recreational purposes, including, but not limited to, hunting or the riding of snowmobiles, all-terrain, or similar recreational vehicles.

8. Costs Associated with the Lease. The City is not responsible for paying any of the Tenant's costs associated with this Lease, including preparation of the Leased Premises for farming. The Tenant shall pay all costs related to farming the Leased Premises.

9. Insurance. The Tenant shall, at the Tenant's expense during the term of this Lease, keep in full force and effect a policy or policies of "occurrence" based general liability insurance, providing coverage for personal injury, personal property damage, and contractual liability, on terms and with companies acceptable to the City. Such policy or policies shall name both the Tenant and the City as insured parties and shall have combined policy limits in amounts not less than $1,300,000. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation or termination thereof (with the exception of non-renewal which shall provide for 10 days' notice). The Tenant shall furnish evidence satisfactory to the City at the time this Lease is executed that such coverage is in full force and effect. The Tenant shall also carry insurance for the full insurable value of the Tenant's personal property located on the Leased Premises. The Tenant hereby waives and releases all claims, liabilities, and causes of action against the City and its officials, agents, employees, and contractors for loss or damage to, or destruction of the Tenant's personal property located on the Leased Premises.

10. Indemnification. The Tenant shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from the Tenant's use, improvement, and occupancy of the Leased Premises, or relating to the death or bodily injury to any person or damage to or loss of any personal property present on or located upon the Leased Premises, including all persons upon the Leased Premises at the Tenant's invitation or sufferance. All personal property and equipment kept, maintained, or stored on the Leased Premises shall be kept, maintained, or stored at the sole risk of the Tenant.

The Tenant agrees to pay all sums of money in respect to any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Leased Premises and not furnished on order of the City.

11. Assignment and Sublease Prohibited. The Tenant shall not sublet any portion of the Leased Premises or transfer or assign this Lease. The City's right to assign this Lease is and shall remain unqualified.

12. Surrender of Possession. Upon expiration or termination of this Lease, the Tenant shall peaceably surrender the Leased Premises and remove all debris, crops, and personal property from the Leased Premises. The Tenant shall be conclusively deemed to have abandoned any personal property and crops not removed prior to the effective date of the City's termination of this Lease or the Tenant's surrender of the Leased Premises. All debris, crops, and personal property may be removed and disposed of by the City. The Tenant shall be responsible for any removal and disposal costs.

13. Holding Over. If the Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, the Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance, including, but not limited to, the duty to pay rent.

14. Sale or Encumbrance of the Leased Premises. If the City sells or otherwise voluntarily conveys the Leased Premises during the term of this Lease, and the City does not terminate this Lease pursuant to the terms herein, this Lease shall be subject to the rights of the purchaser of the Leased Premises from the City and the Tenant shall attorn to the rights of the purchaser.

15. Tenant's Default.

A. Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) The Tenant's failure to pay rent when due;

(2) The Tenant's failure to maintain the insurance required pursuant to paragraph 9 above, which failure remains uncured for 15 days following the City's written notice to the Tenant of the Tenant's failure to perform such obligation;

(3) The Tenant's attempt to sublet any portion of the Leased Premises, or assign the Tenant's interest under this Lease;

(4) The Tenant's failure to fully perform any of the Tenant's obligations, other than the obligations referenced in subsections (1), (2) or (3) above, which failure remains uncured for 30 days following the City's written notice to the Tenant of the Tenant's failure to perform such obligation; or

(5) The Tenant's filing, or having filed against the Tenant, any bankruptcy or debtor proceedings or proceedings for the appointment of a receiver or trustee of all or any portion of the Leased Premises, or if the Tenant makes an assignment for the benefit of creditors.

B. City's Remedies: If an Event of Default occurs, the City shall have the following remedies;

(1) The City may, but shall not be obligated to, and without notice to or demand upon the Tenant and without waiving or releasing the Tenant from any of the Tenant's obligations under this Lease, pay or perform any obligations of the Tenant; pay any cost or expense to be paid by the Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of the Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as the City may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees. The Tenant shall pay costs to the City upon demand with interest at seven percent per annum.

(2) The City may terminate this Lease by written notice to the Tenant in which case the Tenant shall vacate the Leased Premises in accordance with paragraph 12 of this Lease. Neither the passage of time after the occurrence of an Event of Default nor the City's exercise of any other remedy with regard to such Event of Default shall limit the City's right to terminate the Lease by written notice to the Tenant.

(3) The City may, whether or not the City has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Leased Premises. In the event of the issuance of a writ of restitution in such proceeding, upon the City's reentry upon and repossession of the Leased Premises, the City may remove the Tenant and all other persons from the Leased Premises (subject to the Tenant's right and responsibility to remove the Tenant's personal property pursuant to paragraph 12 of this Lease). In the event the City reenters the Leased Premises pursuant to this paragraph and the Tenant fails to remove the Tenant's personal property within the time period provided in paragraph 12, all items of personal property not removed by the Tenant within said period shall be deemed abandoned, and title thereto shall transfer to the City at the expiration of such period or, upon the Tenant's vacation of the Leased Premises. These items may be disposed of by the City. The Tenant shall be responsible for any disposal costs.

(4) In addition to all other remedies of the City, the City shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which it incurs in connection with any Event of Default.

(5) The City may initiate legal proceedings to enforce the provisions of this Lease.

No remedy provided for herein or elsewhere in this Lease or otherwise available to the City by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

16. Loss and Damage. The Tenant assumes and bears the risk of all loss and damage to the Leased Premises from any and every cause whatsoever, whether or not insured, except in the case of gross negligence or intentional misconduct on the part of the City, its officials, employees, agents, or contractors. No loss or damage to the Leased Premises or any part thereof shall impair any obligation of the Tenant under this Lease and the Lease shall continue in full force and effect unless the Tenant is unable to use the Leased Premises for the purposes intended under this Lease.

17. Eminent Domain. If an eminent domain or condemnation proceeding is commenced with respect to the Leased Premises during the term of this Lease, the following provisions shall apply:

A. If a public or private body with the power of eminent domain or condemnation ("Condemning Authority") acquires all of the Leased Premises through the exercise of its power of eminent domain or condemnation or as a result of a sale in lieu thereof, this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.

B. If a Condemning Authority acquires only a part of the Leased Premises, and such acquisition materially affects the Leased Premises so as to render the Leased Premises unsuitable for the Tenant, in the discretion of the Tenant, then this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.

C. If a Condemning Authority acquires only a part of the Leased Premises and such acquisition does not render the Leased Premises unsuitable for the Tenant in the absolute discretion of the Tenant, this Lease shall continue in full force and effect.

D. The City shall be entitled to the award paid in any condemnation acquisition under power of eminent domain or the proceeds of a sale in lieu thereof, and the Tenant shall not receive any portion of such award.

E. Although all damages in the event of any condemnation shall belong to the City whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, the Tenant shall have the right to claim and recover from the Condemning Authority, but not from the City, such compensation as may be separately awarded or recoverable by the Tenant, in the

Tenant's own right on account of any and all damage to the Tenant by reason of the condemnation and for or on account of any cost or loss to the Tenant.

18. Limitation of Warranties and Liability. In no event shall the City be liable for special, incidental, or consequential damages, including but not limited to lost profits, lost business opportunity, or damages related to Tenant's use or intended use of the Leased Premises.

19. Lease is Binding. This Lease shall be binding upon the parties hereto and their heirs, successors and assigns.

20. Notification. Notices related to this Lease shall be sent to the following addresses:

A.	As to the City:	City of Empire 3385 197th Street Farmington, MN 55024 Attn: Clerk-Administrator
B.	As to the Tenant:	Jon Juenke 3080 220th Street E Farmington, MN 55024

or to such other address as either party may notify the other of pursuant to this paragraph.

21. Entire Agreement. It is understood that this Lease contains all agreements, promises, and understandings between the City and the Tenant regarding the subject matter hereof. This Lease supersedes any prior agreements between the parties regarding the subject matter hereof and any prior lease related to the Leased Premises. No modification to this Lease is binding unless made in writing and signed by the City and the Tenant.

22. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

23. No Waiver. The waiver by the City of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or of any other term, covenant, or condition. The acceptance of a Rent payment by the City shall not be deemed to waive any prior breach by the Tenant of any term, covenant, or condition of this Lease. One or more waivers by the City shall not be construed as a waiver of a subsequent Event of Default.

24. Relationship of Landlord and Tenant. This Lease does not create the relationship of principal and agent, partnership, joint venture, or of any association between the City and the Tenant, the sole relationship between the parties hereto being that of landlord and tenant under this Lease.

25. City's Disclaimer of Warranty. The City disclaims any warranty that the Leased Premises is suitable for the Tenant's use.

26. Termination For Convenience. In addition to the City's right to terminate this Lease for Tenant's default, the City may also terminate this Lease for convenience upon 30 days' written notice to the Tenant, such termination being effective at end of the lease year during which the notice is given.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LANDLORD
CITY OF EMPIRE

By: _____
Melanie Lee, Mayor

By: _____
Charles Seipel-Teng, Clerk-Administrator

TENANT

By: _____
Jon Juenke

EXHIBIT A

Legal Description of the Property

The Southwest Quarter of the Southeast Quarter of Section 20, Township 114, Range 19, Except the West 293.00 feet of the East 303.00 feet of the North 208.00 feet thereof.

The North 906.60 feet of the West 750.00 feet of the West Half of the Northeast Quarter of Section 29, Township 114, Range 19, Dakota County, Minnesota and that part of said West 750.00 feet thereof described as beginning at a point on the west line of said West Half of the Northeast Quarter of Section 29 distant 906.60 feet south from the northwest corner of said Northeast Quarter; thence easterly, along the south line of said North 906.60 feet, a distance of 311.38 feet; thence in a southwesterly direction to a point on said west line distant 1134.34 feet south from the northwest corner thereof; thence north, along said west line, to the point of beginning.

That part of the Northeast Quarter Section 29, Township 114, Range 19, lying easterly of the West 750.00 feet thereof and lying northerly of the centerline of County State Aid Highway No. 66, as traveled.
Excepting therefrom the following described parcels of land:

1) That part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 114, Range 19 described as commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter of Section 29; thence south, along the east line thereof, a distance of 865.61 feet to the point of beginning; thence west, at right angles, a distance of 208.00 feet; thence south, at right angles and parallel with said east line of the Northeast Quarter of the Northeast Quarter, a distance of 107.00 feet; thence east, at right angles, a distance of 208.00 feet to said east line of the Northeast Quarter of the Northeast Quarter; thence north a distance of 107.00 feet to the point of beginning.

2) That part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 114, Range 19 described as commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter of Section 29; thence south, along the east line thereof, a distance of 865.61 feet to the point of beginning; thence west, at right angles, a distance of 208.00 feet; thence north, at right angles and parallel with said east line of the Northeast Quarter of the Northeast Quarter, a distance of 104.00 feet; thence east, at right angles, a distance of 208.00 feet to said east line of the Northeast Quarter of the Northeast Quarter; thence south a distance of 104.00 feet to the point of beginning.

3) The North 30 feet of the South 134 feet of the North 865.61 feet of the East 208 feet of the of the Northeast Quarter of the Northeast Quarter of Section 29, Township 114, Range 19.

4) The South 375.5 feet of the North 865.61 feet of the East 308 feet of the Northeast Quarter of the Northeast Quarter of Section 29, Township 114, Range 19, EXCEPTING THEREFROM the South 134 feet of the North 865.61 feet of the East 208 feet of the Northeast Quarter of the Northeast Quarter of Section 29, Township 114, Range 19.

5) That part of the Northeast Quarter of Section 29, Township 114, Range 19 described as follows:
Commencing at the southeast corner of said Northeast Quarter; thence North 0 degrees 06 minutes 57 seconds West (assumed bearing) along the east line of said Northeast Quarter 1509.22 feet; thence South 89 degrees 53 minutes 03 seconds West 1305.08 feet to the point of beginning; thence South 77 degrees 41 minutes 54 seconds West 192.50 feet; thence South 3 degrees 48 minutes 06 seconds East 477.82 feet to the centerline of Dakota County State Aid Highway No. 66; thence North 77 degrees 41 minutes 54 seconds East, along said centerline, 192.50 feet; thence North 3 degrees 48 minutes 06 seconds West 477.82 feet to the point of beginning.

6) That part of the Northeast Quarter of Section 29, Township 114, Range 19 described as follows:
Commencing at the southeast corner of said Northeast Quarter; thence North 0 degrees 06 minutes 57 seconds West (assumed bearing) along the east line of said Northeast Quarter 1509.22 feet; thence South 89 degrees 53 minutes 03 seconds West 1305.08 feet to a point hereinafter referred to as Point "A"; thence South 77 degrees 41 minutes 54 seconds West 192.50 feet; thence South 3 degrees 48 minutes 06 seconds East 477.82 feet to the centerline of Dakota County State Aid Highway No. 66; thence North 77 degrees 41 minutes 54 seconds East, along said centerline, 192.50 feet to the point of beginning; thence North 3 degrees 48 minutes 06 seconds West 477.82 feet to said Point "A"; thence North 77 degrees 41 minutes 54 seconds East 156.26 feet; thence South 12 degrees 56 minutes 01 seconds East 473.40 feet to said centerline; thence southwesterly, along said centerline, to the point of beginning.

EXHIBIT B

Depiction of Leased Premises (In Dark Blue)



MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Update on Application for Large Assembly for New Year's Celebration at Watt Munisotaram

The City has received a Large Gathering Permit Application from the Cambodian Buddhist Temple (Watt Munisotaram) for their annual New Year Celebration to be held on the weekend of April 18.

The Farmington Fire Department has reviewed the application and has no additional comment.

The Dakota County Sheriff's Office has reviewed the application and information provided by their office has been added to the application.

The application has been updated since the Friday City Council Packet was sent out. Additions to the application are highlighted in yellow.

Some outstanding items include the receipt of the directional windshield flyers to attach with the application and clarification on DSCO providing flashing signs to be placed on Highway 50.

Attachment(s): *Temple NY 2026 Draft Applicaiton.pdf*
Exhibit 1 flow of traffic and #s parking.pdf
Exhibit 2 flow of traffic and #s parking.pdf
Exhibit 3 flow of traffic and #s parking.pdf
(A to C) Parking, solar lights, stage and medical area.pdf
(E) COI for Minnesota Cambodian Buddhist - City of Empire_0001.pdf
(F) 2026 - New Year Program.pdf

City of Empire
3385 197th Street W.
Farmington, MN 55024
Phone: 651-463-4494
admin@empiremn.gov

Application for Licensing of Large Assemblies

APPLICANT MUST SUBMIT COMPLETED APPLICATION A MINIMUM OF 30 DAYS PRIOR TO EVENT
Application Fee: $100 / Escrow $~~5,000~~

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Name of Organization: Minnesota Cambodian Buddhist Society (MCBS) DBA **Watt Munisotaram**
Contact Person: Mr. Virak Sotonne Phone: 612.251.6322
Contact Person: Mr. Van Meak Phone: 612.216.1523
Contact Person: Mr. Sitheoun Chem Phone: 651.675.7257

Applicant's Address: *2925 220th. St. East, Empire, MN 55024*

Name, Address, and Age of Person (s) Responsible for Application: *Chanda Sour 8009 34th. Ave. S. Ste. 800 Bloomington, Mn 55425*

I, *Chanda Sour* hereby make application on behalf of ***MCBS (Watt Munisotaram)*** to the City of Empire for a license to permit the lawful assembly of people, and said assembly meets the definition of large assembly per section 2.1 of Ordinance No. 230, on the following described property: ***2925 220th. St. East, Empire, MN 55024***

The nature and purpose of the assembly will be as follows: ***In celebration of our Cambodian New Year, we honor our Buddhist faith, culture, and heritage***

The assembly will be held on the ***18th **** day of **April**, 2026
to ***19th***** day of **April, 2026** between the hours of 9 AM and 9 PM.

**** Our main celebration is on the 18th. This will be open until 9 pm, but the crowd tends to fade by 8 pm, especially if the weather gets cold. **opens until 6 pm; on this day, the crowd is usually smaller and has usually faded by 3 pm.***

The maximum number of people I will permit to attend is ***3,000***. The maximum number of event tickets to be sold, if applicable. ***No ticket sold, open to the general public***
***On our main day, usually between 1,000 -2000 assumed the weather permits.**

OUTDOOR MUSIC: Will there be outdoor music? ***X yes*** ____ no
If yes, please describe: **Traditional music, with a local band**
Outdoor music: ***Start Time 12 PM End Time 9 PM***

1. List all activities planned for this event. ***Buddhist chanting & giving blessings to those that attend, Monks' food offering, Culture performance, Heritage/Buddhist parade on the temple (outdoor/indoor depend on the weather)***

2. Submit layout of activities, parking, sanitation, and music. ***Please see attached*** NOTE: Music to take place at "center" stage area.

3. Explain the location and placement of fencing and/or barricades. ***No installation of fencing/barricades; our property is surrounded by some neighbor fencing and corn fields.*** (Fence Requirement may be waived by Council per Section 6.202, if not necessary for crowd control. This seems to be the case here. The applicant is requesting a waiver of this requirement.

4. Explain plans to limit the maximum number of people permitted to assemble. ***Block the road entrance with the help of the local sheriff and the security team to direct unwanted traffic. The Temple has wooden barricades that can be placed at the entrance, if site capacity is reached. Temple security will work with DCSO deputies to create a plan to direct traffic away from the closed entrance.***

5. Explain plans for providing toilet and lavatory, or portable sanitation. Include site location and quantity. ***We now have a total of 43 permanent restrooms throughout our facility. It has served our community well for the last 30 years. There is a total of 7 handicapped accessible restrooms on site (2 F / 1 M in main restroom building; 1 F/ 1 M in main temple; 1 F / 1 M in residential dwelling.***

6. Explain plans for refuse collection and disposal of waste materials: (number of dumpsters/waste receptacles and location). ***We work with a local waste management company that handles our trash. At this event, we rent several dumpsters and have volunteers to help clean up during and after the event. Please refer to the attached for dumpsters location.***

7. Explain plans for the location and capacity of medical care. ***The first aid tent will be enclosed for privacy and marked with two first aid flags. Inside, there will be two foldable beds available for injured individuals. Staffing will include two to four registered nurses (RNs) throughout the day, one to two doctors of chiropractic (DCs), and a state-certified first aid trainer. The tent will be equipped with two defibrillators and four first aid bags for use as needed.***

8. Explain plans, if any, to illuminate the location of the assembly including the source and amount of power and location of lights. **Each of our locations has its own power; if not, we can extend our power from one of our buildings. We will be using solar lights for the walkway. Please refer to the attached. 30 solar lights will illuminate walkways at night. The lights are downcast, approximately 5 feet in height on stainless steal bars. Lights that illuminate the dance area are downcast and do not direct light off the property.**

9. Explain plans for parking vehicles including size and location of lots, points of highway access, and interior roads including routes between highway access and parking lots. ***Vehicles must be parked only in designated parking areas. There are two parking locations at the front of the temple grounds, three***

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Commented [CS1]: Please provide cell phone number for DCSO deputies to contact.

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in the middle section, and three at the back. Onsite parking should be sufficient for peak attendance time, anticipating up to 2,000 people maximum with more than one person per vehicle. Reference attached layout plans. Plans note onsite parking for approximately 1,500 attendee vehicles. SITE PLANS ATTACHED – EXHIBIT A-C -PARKING PLANS EXHITIS 1-3

10. Explain plans for potable water. ***We have well water for usage. If you are referring to vendors, they normally bring their own water. There will be bottled water available at the medical tent. Additionally, volunteers at the celebration will offer water to people that need it. A private well and tap serves the temple kitchen and residential structure.***

12. Explain plans for security including the number of guards, their deployment, and their names, addresses, credentials and hours of availability. ***In addition to the sheriff presence, we will hire a security team from Night Sky Protection (2489 Rice St Ste #240, Roseville, MN 55113). We do not have the names of those who will be attending. For security, we plan to hire seven Security Officers: three armed and four unarmed. Three officers will assist at the front designated areas, two will manage traffic and parking in the three middle parking areas, and two will assist and direct vehicles to park in the three designated areas at the back of the temple property. Private security will be on the property Saturday, April 18 from 9AM to 5PM. We have hired 5 Dakota County Sheriff's Deputies to be present at the event. DSCO has indicated that deputies will be on site from 10:00 AM to 8:00 PM on Saturday, April 18. One Sheriff's Deputy will be placed at the entrance to help direct traffic. *Note- the crowd is expected to wind down and dancing to end after 8PM, with a hard close by 9:30 PM.***

13. Explain plans for fire protection. ***Besides our current fire extinguishers, we will rely on the Farmington Fire Department. According to them, they will be using our pond water should there be a fire. Farmington Fire Dept. had no concerns regarding access.***

14. Explain plans for sound control and sound amplification if any, including number, location, and power of amplifiers and speakers. ***First, we follow the city's ordinance and have designated one of our board members to oversee sound control. The band's play will be set up way in the back lawn in a lower area to ease the sound. Amplification equipment includes the same equipment as in years past, with 4 large speakers for the band and volume turned below 10 dBA. Ordinance No. 281-A requires night-time noise levels beginning at 10:00 PM. Application notes that music will end at 9:00 PM.***

15. Explain plans for food concessions and concessioners who will be allowed to operate on the grounds, including the names and addresses of all concession vendors and their license or permit numbers. ***We anticipate about 30-40 booths; of those, we may have 5~ food trucks, some apparel sales, and, once a year, a mom-and-pop food vendor***. MN Statue 157.22, 12, exempts food served at fundraisers on the grounds of faith-based organizations from licensing requirements. **List of Food Vendors received.**

16. Explain plans for area traffic control, for access to and egress, from and exit onto public roads and highways. ***We have made signs and also a security team, with the help of our local sheriff. Please refer to the attached. The Right turn only sign will consist of a 3' X 3.5' reflective sign and be placed on the right-hand side at the exit. It will be placed approximately 4' to 5' high on two aluminum posts. We have applied to MnDOT for the placement of two "Slow Traffic Ahead "signs to be located on Highway 50, one at the intersection with Co. Rd 79 and the other at the intersection of Co. Road 81 (east and west of the gate). The Dakota County Sheriff's Office may have additional flashing signs available for an immediate safety issue that arises. The Dakota County Sheriff's Office has made the Minnesota***

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Commented [CS2]: Note time that Deputy will direct traffic at entrance. Will other deputies be assigned to handle traffic and parking or will that all be handled by hired security?

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Commented [CS3]: Include vendor locations in layout. Ensure that vendors do not block roadway on the east side of the property.

Commented [CS4]: The plan notes two guards managing traffic. Where will they be stationed? How will they move about the site? Council and Sheriff's Office requested that a windshield flyer, showing right turn only exit and routes to Farmington, St. Paul and Rochester be provided in English and Khmer. Please provide a copy of the flyer for documentation and information on how that flyer will be distributed.

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State Patrol aware of the event. DCSO indicates that State Patrol does not need to be present to address traffic concerns. Issues that arise can be handled by DCSO.
DIRECTIONAL WINDSHIELD FLYERS IN ENGLISH/KHMER ATTACHED – EXHIBIT D

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Provide evidence of insurance with the City of Empire listed as additional insured *(with insurance coverage to be in amounts not less than $1,000,000 for injury or damage to any person or property and not less than $1,500,000 in the aggregate amount for any number of claims arising out of a single occurrence)* ***This is done through the Castle Rock Bank/ins.department. ATTACHED – EXHIBIT E***

ADDITIONAL -
Letters to neighboring properties mailed out two weeks prior to the celebration. **ATTACHED – EXHIBIT F**
New Year Program- **ATTACHED – EXHIBIT G**

I, _____ hereby make application for a license to permit a large assembly in the City of Empire, Minnesota.

By signing this application, applicant confirms that the statements contained therein are true and correct to the best knowledge of the applicant. The applicant further agrees to indemnify, defend, and hold harmless the City of Empire, its officials, employees and agents from any claim that arises in whole or in part as a result of this large assembly.

APPLICANT SIGNATURES

_____ _____
Name Date

_____ _____
Name Date

PROPERTY OWNER (IF DIFFERENT)

_____ _____
Name Date

For Office Use Only

APPROVAL OF THE LARGE ASSEMBLY PERMIT

Approved by City of Empire on _____ day of _____, 20____

_____
City Representative


362 Cars
Parking Area
Parking Area
80 Cars


160 Cars
Parking
Area
77 Cars
Parking
Area
151 Cars
Parking Lot
Watt Munisotaram
Emergency
Parking Lot


Parking Area
215 Cars
Parking Area
140 Cars
Parking Area
310 Cars
Vendor
Booths &
Food Trucks

Exhibit A.

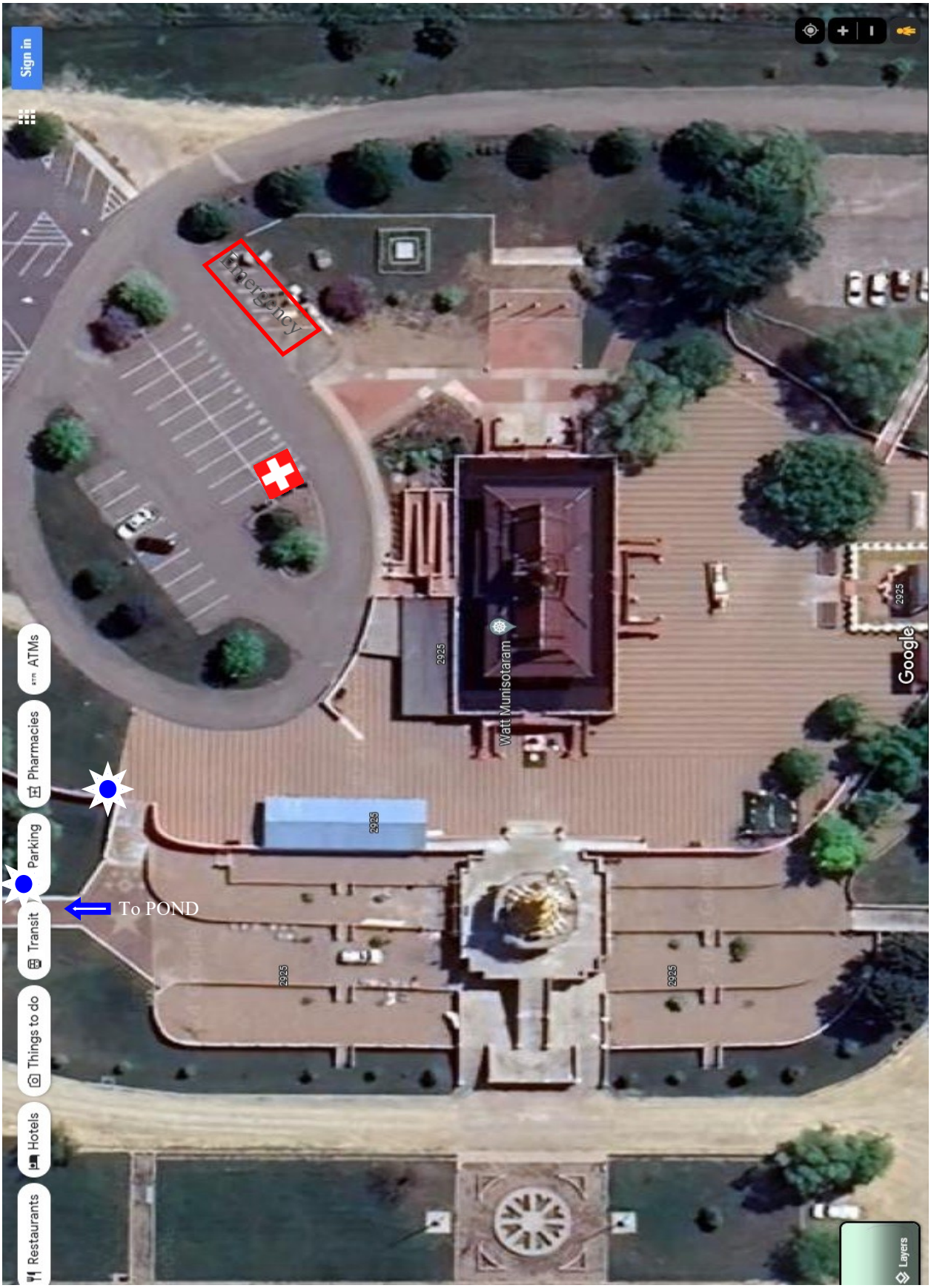

Sign in
Emergency
To POND
Watt Munisotaram
2925
Google
ATMs
Pharmacies
Parking
Transit
Things to do
Hotels
Restaurants
Layers

Exhibit B.

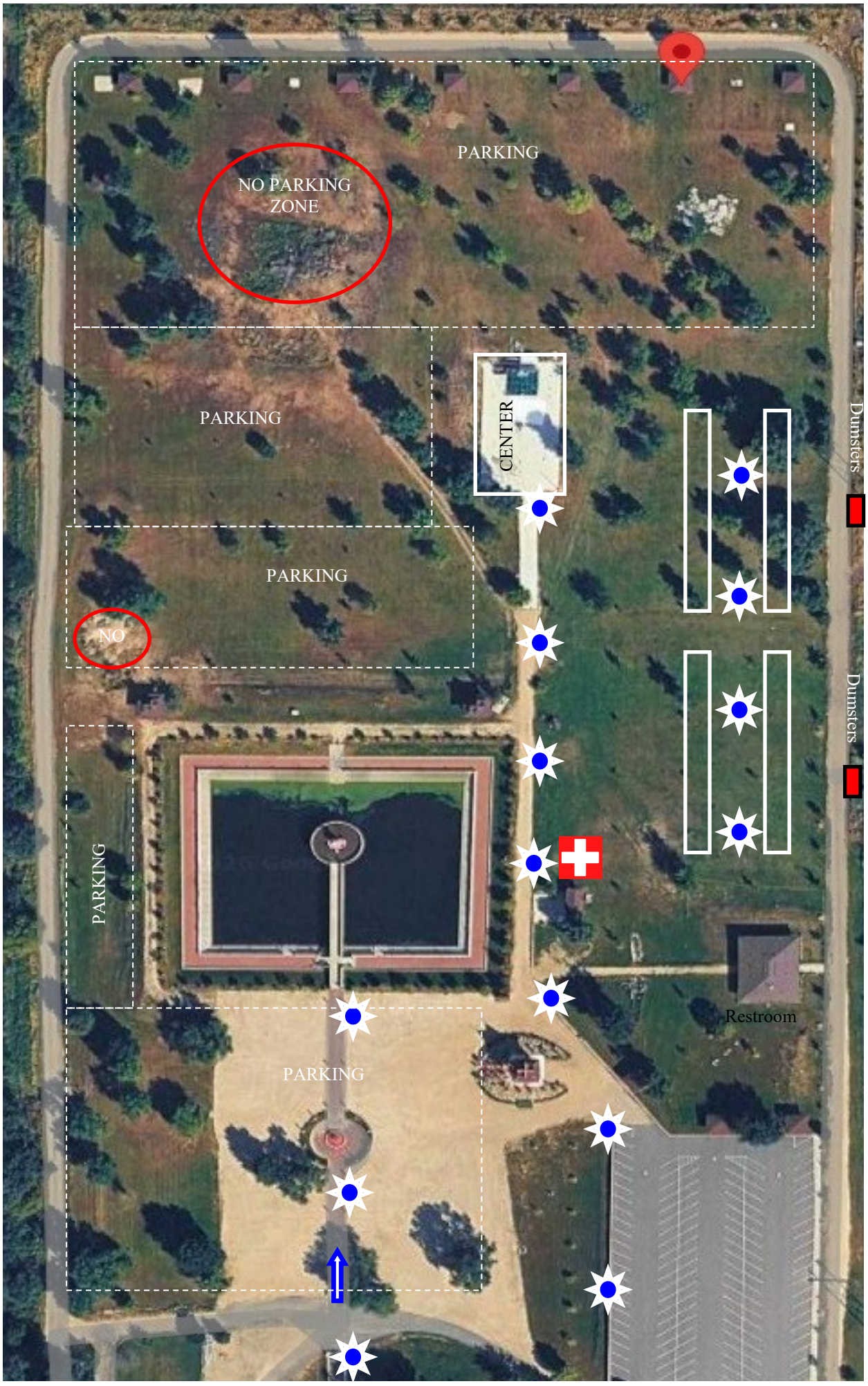

PARKING
NO PARKING ZONE
PARKING
CENTER
Dumsters
PARKING
NO
Dumsters
PARKING
Restroom
PARKING

Exhibit C


Watt Munisotaram
PARKING
PARKING
POND
POND
RIGHT TURN ONLY
ard J. Ames Mem Hwy
50

EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Castle Rock Agency, Inc.
27925 Danville Ave, PO Box 518
Castle Rock, MN 55010

CONTACT NAME: Michelle Kreisler
PHONE (A/C, No, Ext): (651) 460-2345 **FAX (A/C, No):** (651) 463-4016
E-MAIL ADDRESS: michelle.kreisler@castlerockbank.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North Star Mutual Insurance	14850
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Minnesota Cambodian Buddhist Society Inc
2925 220th St E
Hampton, MN 55031

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CM54595	07/30/2025	07/30/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Fire Damage Limit	$ 300,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			UL21820	07/30/2025	07/30/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Holder's Nature of Interest: Certificate Holder
City of Empire
3385 197th Street
Farmington, MN 55024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michelle Kreisler

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ពុទ្ធិកសមាគមខ្មែរ ឥត្តមុនីសុគារម រដ្ឋមិនីសូតា
THE MINNESOTA CAMBODIAN BUDDHIST SOCIETY, INC.,
A NON-PROFIT RELIGIOUS INCORPORATION
2925 220th Street East, Hampton, MN 55031 Tel: (612) 772-2781, (612) 447-2194

Happy Cambodian New Year 2026

Cambodian New Year is a Khmer Traditional Ceremony originated in the ancient time. The New Year is celebrated to achieve the following 6 goals:

1. To maintain or make existence of our beautiful tradition last forever on this world.
2. To strengthen the solidarity, brotherhood, as well friendship, among our fellow Khmer nation.
3. To wish for good luck, happiness, and peace for ourselves.
4. To have our fellow Cambodian stay out of negligence and merit for every step of life.
5. To gratefully pay back the favour of our ancestral fountainhead living or passed away parents and grandparents; meanwhile, may we dedicate the merit to our ancestors and relatives.
6. To respect and support for Buddhism which we believe is the best way for prosperous, glorious, and happiness of human being on this world forever.

To celebrate the Year of the Snake, you, your family, and friends are cordially invited to participate our annual celebration that the following events:

Tuesday 14 - Thursday 16 April, 2026

09:00 a.m. Bangsukula, paying respect to the Triple Gem; Taking the Five Precepts, Welcoming New Year the year of the Horse 2026.
10:00 a.m. Alms-giving and offering lunch for Buddhist Monks.
Dharma talks and Sprinkling holy water on the Buddha statues.

Fridays, 17 April, 2026

09:30 a.m. Paying respect to the Triple Gem; taking the Five Precepts.
06:00 p.m. To perform the ceremony of the mountain of sand (considered a stupa or tomb which represents the Valukachetiya Stupa), Blessing chanting.

Saturdays, 18 April, 2026

8:00 a.m. Paying respect to the Triple Gem; taking the Five Precepts; Alms, and food offering to Buddhist monks.
01:00 p.m. Kabilamaha Brahma's Head Parade and the inauguration of the New Angels.
03:00 p.m. Traditional Dance; Live Band; Food vendor beverages are available for sale.

Sundays, 19 April, 2026

09:00 a.m. Gathering of guests, paying respect to the Triple Gem; taking the Five Precepts; Alms giving, and food offering for Buddhist Monks.
01:00 p.m. Dharma talks and Sprinkling holy water on the Buddha statues, closing the ceremony. Food vendor beverages are available for sale.

Don't miss this once-a-year celebration!

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Approving the 2025 Financial Audit and Statements as Presented

No changes worthy of note have been made to the Audit Report since the draft was presented to Council on March 10th.

Attachment(s): *2025 Audit Executive Summary.pdf*
2025 Final Audit Report.pdf



Executive Governance Summary

City of Empire

Empire, Minnesota

For the year ended December 31, 2025

Abdo
Lighting the path forward

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

14500 N Northsight Blvd, Ste 321
Scottsdale, AZ 85260
P 480.864.5579

March 13, 2026

Management and City Council
City of Empire
Empire, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities and each major fund, of City of Empire, Minnesota for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 3, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under Auditing Standards Generally Accepted in the United States of America

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we considered the internal control over financial reporting (internal control) of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. As described below, we identified deficiencies in internal control that we consider to be significant deficiencies, as finding 2025-001 and 2025-002.

Finding	Description
2025-001	**Preparation of Financial Statements**
Condition:	We were requested to draft the audited financial statements and related footnote disclosures as part of our regular audit services. Ultimately, it is management's responsibility to provide for the preparation of your statements and footnotes, and the responsibility of the auditor to determine the fairness of presentation of those statements. It is our responsibility to inform you that this deficiency could result in a material misstatement to the financial statements that could have been prevented or detected by your management. Essentially, the auditors cannot be part of your internal control process.
Criteria:	Internal controls should be in place to ensure adequate internal control over safeguarding of assets and the reliability of financial records and reporting.
Cause:	From a practical standpoint, we both prepare the statements and determine the fairness of the presentation at the same time in connection with our audit. This is not unusual for us to do with organizations of your size.
Effect:	The effectiveness of the internal control system relies on enforcement by management. The effect of deficiencies in internal controls can result in undetected errors in financial reporting. We have instructed management to review a draft of the auditor prepared financials in detail for accuracy; we have answered any questions that management might have, and have encouraged research of any accounting guidance in connection with the adequacy and appropriateness of classification of disclosure in your statements. We are satisfied that the appropriate steps have been taken to provide you with the completed financial statements.
Recommendation:	Under these circumstances, the most effective controls lie in management's knowledge of the City's financial operations. It is the responsibility of management and those charged with governance to make the decision to accept the degree of risk associated with this condition because of cost or other considerations. Regarding the specific situations listed above, we would offer the following recommendations: 1) Utilize a disclosure checklist to ensure that all required disclosures are present and agree to work papers, and 2) Agree your accounting information from Banyon Fund Accounting to the amounts reported in the financial statements.

Management Response:

The City's management accepts the degree of risk associated with this condition and thoroughly reviews a draft of the financial statements.

Finding	Description
2025-002	**Limited Segregation of Duties**
Condition:	During our audit we reviewed procedures over cash disbursements, payroll, utility billing, financial reporting, and capital assets and found the City to have limited segregation of duties over those transaction cycles.
Criteria:	There are four general categories of duties: authorization, custody, record keeping and reconciliation. In an ideal system, different employees perform each of these four major functions. In other words, no one person has control of two or more of these responsibilities.
Cause:	As a result of the limited number of staff, in the disbursement cycle, the Clerk/Treasurer has access to checks, ability to posts to the general ledger, and prepares bank reconciliations. In the payroll cycle, the Clerk/Administrator has control over the checks, sets up employee records, and posts to the general ledger. In the utility billing cycle, the City Council approves rates but the Clerk/Treasurer reconciles the amounts billed and collected in the system and posts to the general ledger. In the financial reporting and capital asset transaction cycles, the Clerk/Treasurer performs all of the duties.
Effect:	The existence of this limited segregation of duties increases risk of misstatement or fraud.
Recommendation:	While we recognize the number of staff is not large enough to eliminate this deficiency, we recommend that the City evaluate the current procedures and segregate duties where possible and implement any compensating controls. We are aware some compensating controls are in place; however, it is important that City Council is aware of this condition and monitor all financial information.

Management Response:

Management recognizes that it is not economically feasible to correct this finding, however is aware of the deficiency and is relying on oversight by management and the City Council to monitor this deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements. The results of our tests disclosed one instance of noncompliance or other matters that are required to be reported in accordance with Minnesota statues.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies were not changed during the year ended December 31, 2025. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most significant estimate affecting the financial statements are described below.

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.

- Allocations of gross wages and payroll benefits are approved by the City Council within the City's budget and are derived from each employee's estimated time to be spent servicing the respective functions of the City.

- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases, and form of annuity payment upon retirement. The allocation of the pension liability is based on the City's proportionate share of employer contributions to the pension plans.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representations letter dated March 13, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedule of Employer's Share of the Net Pension Liability and the Schedule of Employer's PERA Contributions and budget to actual schedules), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory section, which accompany the financial statements but is not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements: [1]

GASB Statement No. 103 – *Financial Reporting Model Improvements* *Effective: 12/31/2026*

GASB Statement No. 104 – *Disclosure of Certain Capital Assets* *Effective: 12/31/2026*

Further information on upcoming GASB pronouncements.

* * * *

Restriction on Use

This communication is intended solely for the information and use of City Council, management and the Minnesota Office of the State Auditor and is not intended and should not be used by anyone other than those specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Abdo

Abdo
Minneapolis, Minnesota
March 13, 2026

ANNUAL FINANCIAL REPORT

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

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City of Empire, Minnesota
Annual Financial Report
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For the Year Ended December 31, 2025

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INTRODUCTORY SECTION

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

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City of Empire, Minnesota
Elected and Appointed Officials
For the Year Ended December 31, 2025

ELECTED

Name	Title	Term
Melanie Lee	Mayor	12/31/2026
Eric Hanson	Councilmember	12/31/2026
Marla Vagts	Councilmember	12/31/2026
Danny Rubio	Councilmember	12/31/2028
Mark Page	Councilmember	12/31/2028

CITY OFFICIALS - APPOINTED

Name	
Charles Seipel-Teng	Clerk/Administrator
Dawn McCracken	Deputy Clerk

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FINANCIAL SECTION

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
City of Empire
Empire, Minnesota

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of City of Empire, Minnesota (the City) as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the City as of December 31, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City 's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis starting on page 15 and the Schedule of Employer's Share of the Net Pension Liability, the Schedule of Employer's Contributions, the related note disclosures, the respective budgetary comparison schedules and related note disclosures, starting on page 60 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



Abdo
Minneapolis, Minnesota
March 13, 2026

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Management's Discussion and Analysis

As management of City of Empire, Minnesota, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2025.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of combining and individual fund financial statements and schedules which further explain and support the information in the financial statements. Figure 1 shows how the required parts of this annual report are arranged and relate to one another. In addition to these required elements, we have included a section with combining and individual fund financial statements and schedules that provide details about non-major governmental funds, which are added together and presented in single columns in the basic financial statements.

Figure 1
Required Components of the
City's Annual Financial Report

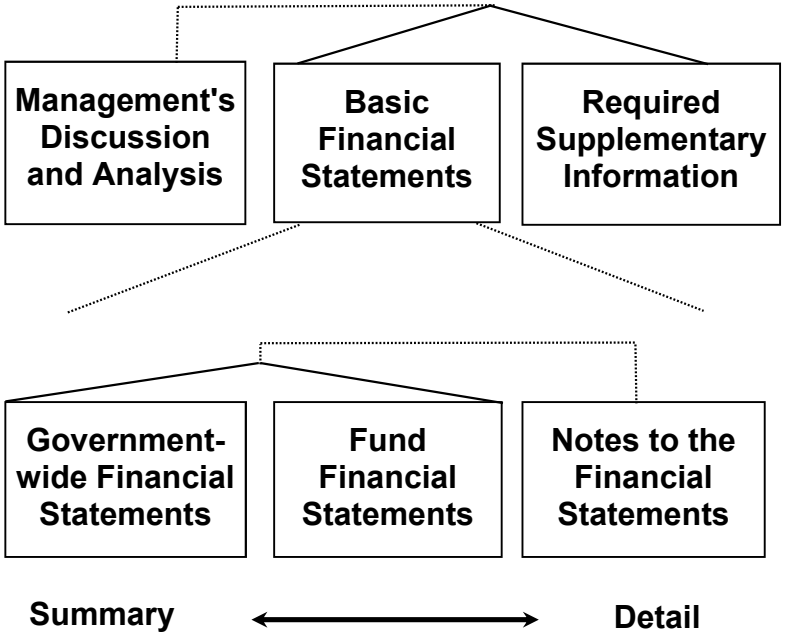


Figure 2 summarizes the major features of the City's financial statements, including the portion of the City government they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Figure 2
Major Features of the Government-wide and Fund Financial Statements

		Fund Financial Statements	
	Government-wide Statements	**Governmental Funds**	**Proprietary Funds**
Scope	Entire City government (except fiduciary funds) and the City's component units	The activities of the City that are not proprietary or fiduciary, such as police, fire and parks	Activities the City operates similar to private businesses, such as the sewer system
Required financial statements	• Statement of Net Position • Statement of Activities	• Balance Sheet • Statement of Revenues, Expenditures, and Changes in Fund Balances	• Statement of Net Position • Statement of Revenues, Expenses and Changes in Net Position • Statement of Cash Flows
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, and short term and long term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, and short-term and long-term
Type of deferred outflows/inflows of resources information	All deferred outflows/inflows of resources, regardless of when cash is received or paid	Only deferred outflows of resources expected to be used up and deferred inflows of resources that come due during the year or soon thereafter; no capital assets included	All deferred outflows/inflows of resources, regardless of when cash is received or paid.
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during the year, regardless of when cash is received or paid

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).
The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue (*governmental activities*). The governmental activities of the City include general government, public safety, public works, culture and recreation, and interest on long-term debt. The business-type activities of the City include its water and sewer system.

The government-wide financial statements can be found starting on page 29 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact by the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances.

The City adopts an annual appropriated budget for its General and Road and Bridge fund. A budgetary comparison statement has been provided for each of the funds to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found starting on page 34 of this report.

Proprietary Funds. The City maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer services.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide information on the water and sewer service.

The basic proprietary fund financial statements can be found starting on page 38 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found starting on page 41 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its employees and budget to actual schedules. Required supplementary information can be found starting on page 60 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of the most recent fiscal year (As shown on the chart below).

By far, the largest portion of the City's net position reflects its investment in capital assets (e.g., land, buildings, machinery and equipment); less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. The balance of *unrestricted net* position may be used to meet the City's ongoing obligations to citizens and creditors.

City of Empire's Net Position

	Governmental Activities			Business-type Activities			
	2025	2024	Increase (Decrease)	2025	2024	Increase (Decrease)	2025 Total
Assets							
Current and other assets	$ 5,034,846	$ 5,499,639	$ (464,793)	$ 4,047,835	$ 3,949,545	$ 98,290	$ 9,082,681
Capital assets (net of depreciation)	11,833,500	12,754,698	(921,198)	3,348,695	3,470,294	(121,599)	15,182,195
Total Assets	16,868,346	18,254,337	(1,385,991)	7,396,530	7,419,839	(23,309)	24,264,876
Deferred Outflows of Resources							
Deferred pension resources	28,875	27,621	1,254	9,581	9,047	534	38,456
Liabilities							
Current and other liabilities	126,605	519,457	(392,852)	7,424	1,091	6,333	134,029
Noncurrent	1,414,627	1,738,033	(323,406)	32,613	37,120	(4,507)	1,447,240
Total Liabilities	1,541,232	2,257,490	(716,258)	40,037	38,211	1,826	1,581,269
Deferred Inflows of Resources							
Deferred pension resources	70,476	81,965	(11,489)	21,919	25,072	(3,153)	92,395
Net Position							
Net investment in capital assets	10,633,500	11,279,698	(646,198)	3,348,695	3,470,294	(121,599)	13,982,195
Restricted for							
Road maintenance	40,069	64,193	(24,124)	-	-	-	40,069
Park improvements	206,117	122,000	84,117	-	-	-	206,117
Debt service	1,043,325	990,514	52,811	-	-	-	1,043,325
Unrestricted	3,362,502	3,486,098	(123,596)	3,995,460	3,895,309	100,151	7,357,962
Total Net Position	$ 15,285,513	$ 15,942,503	$ (656,990)	$ 7,344,155	$ 7,365,603	$ (21,448)	$ 22,629,668
Net Position as a Percent of Total							
Net investment in capital assets	69.6 %	70.7 %		45.6 %	47.1 %		
Restricted	8.4	7.4		-	-		
Unrestricted	22.0	21.9		54.4	52.9		
	100.0 %	100.0 %		100.0 %	100.0 %		

At the end of the current fiscal year, the City is able to report positive balances in net position for both governmental and business-type activities.

Governmental Activities. Governmental activities decreased the City's net position. The Business-type activities decreased the City's net position. Additional details are outlined below.

City of Empire's Changes in Net Position

	Governmental Activities			Business-type Activities			
	2025	2024	Increase (Decrease)	2025	2024	Increase (Decrease)	2025 Total
Program Revenues							
Charges for services	$ 506,859	$ 760,019	$ (253,160)	$ 530,155	$ 505,129	$ 25,026	$ 1,037,014
Operating grants and contributions	90,494	92,321	(1,827)	-	1,695	(1,695)	90,494
General revenues							
Taxes							
Property taxes,							
levied for general purposes	977,306	919,004	58,302	-	-	-	977,306
levied for debt service	343,140	344,190	(1,050)	-	-	-	343,140
levied for capital improvements	270,000	239,000	31,000	-	-	-	270,000
Franchise taxes	12,158	6,195	5,963	-	-	-	12,158
Gravel tax	155,370	130,000	25,370	-	-	-	155,370
State grants and contributions							
not restricted to specific programs	10,246	7,164	3,082	-	-	-	10,246
Unrestricted investment earnings	126,923	90,559	36,364	106,997	62,679	44,318	233,920
Gain on sale of capital assets	55,303	-	55,303	-	-	-	55,303
Miscellaneous	240	720	(480)	-	-	-	240
Total Revenues	2,548,039	2,589,172	(41,133)	637,152	569,503	67,649	3,185,191
Expenses							
General government	1,040,277	561,095	479,182	-	-	-	1,040,277
Public safety	567,120	551,767	15,353	-	-	-	567,120
Public works	1,335,005	1,178,275	156,730	-	-	-	1,335,005
Culture and recreation	246,470	257,106	(10,636)	-	-	-	246,470
Interest on long-term debt	16,157	33,978	(17,821)	-	-	-	16,157
Water and sewer	-	-	-	658,600	580,372	78,228	658,600
Total Expenses	3,205,029	2,582,221	622,808	658,600	580,372	78,228	3,863,629
Change In Net Position	(656,990)	6,951	(663,941)	(21,448)	(10,869)	(10,579)	(678,438)
Net Position, January 1	15,942,503	16,152,154	(209,651)	7,365,603	7,376,472	(10,869)	23,308,106
Error Correction	-	(216,602)	216,602	-	-	-	-
Net Position, December 31	$ 15,285,513	$ 15,942,503	$ (656,990)	$ 7,344,155	$ 7,365,603	$ (21,448)	$ 22,629,668

Key elements of the decrease in Governmental Activities are as follows:

- Increases in general government expenditures.
- Increases in public works expenditures.
- Decrease in charges for services.

Increases in general government expenditures

Additional planning fees related to a large environmental study.

Increases in public works expenditures

Increases in engineering fees relating to road maintenance costs.

Decrease in charges for services

Less permitting revenues and park dedication fees.

Key elements of the decrease in Business-type Activities are as follows:

- Increases in water and sewer costs.
- Increases in investment earnings.

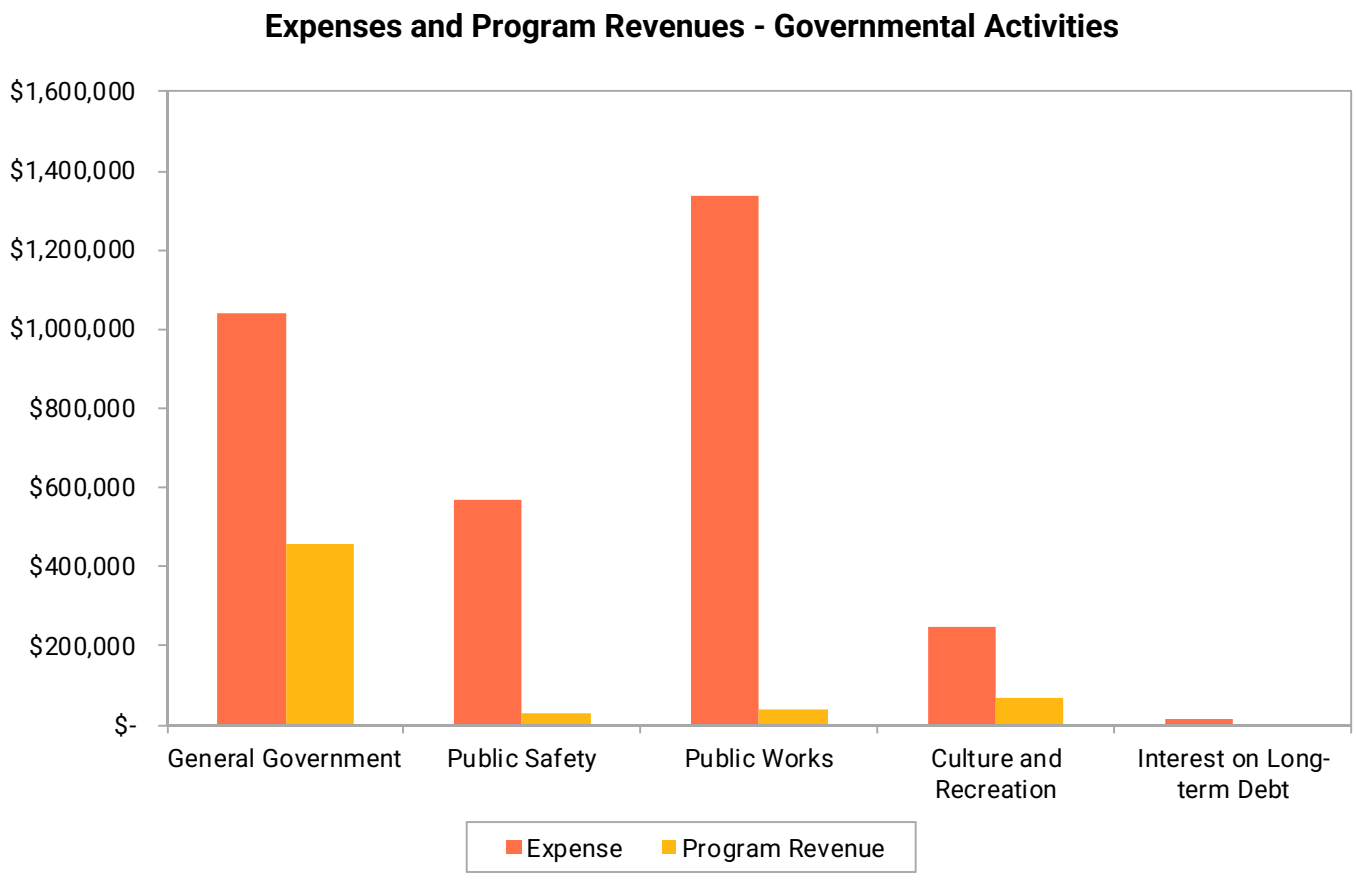
Increases in water and sewer costs

Additional engineering fees and repairs and maintenance fees related to water tower soil testing and surveys.

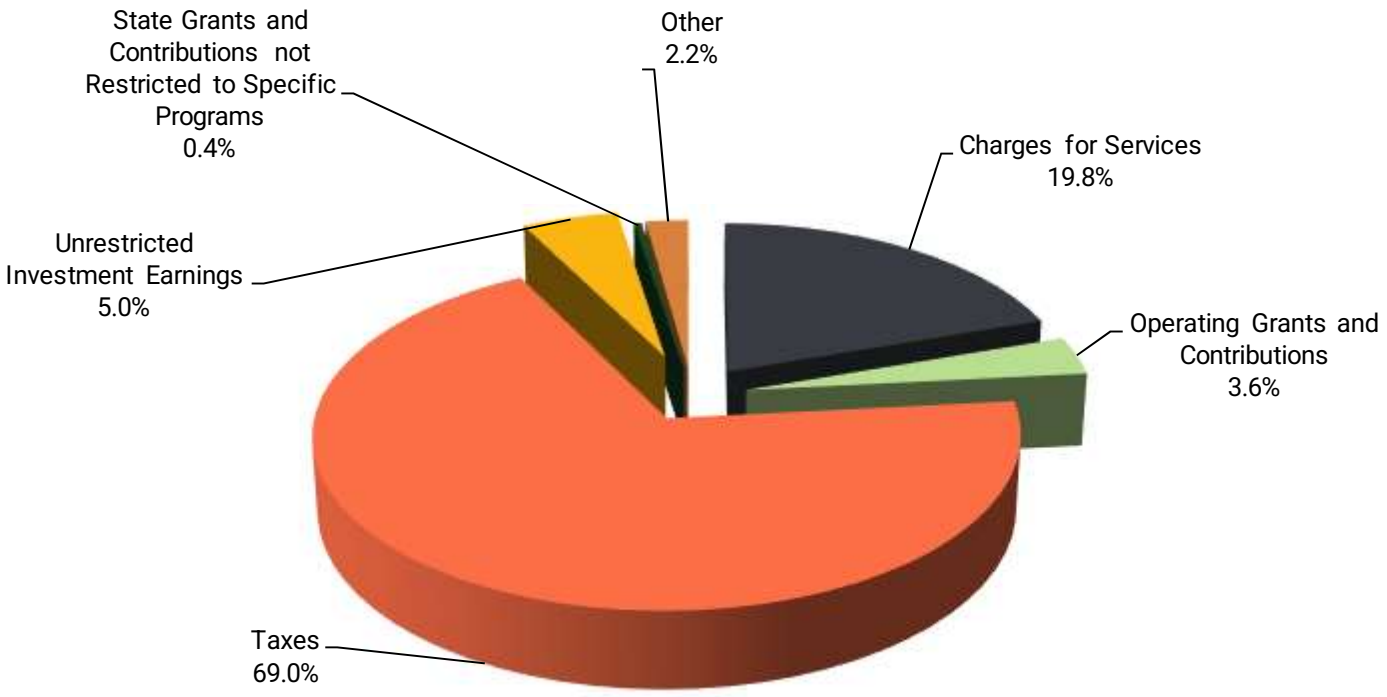
Increases in investment earnings

Additional allocation of investment earnings due to additional cash in enterprise funds.

The following graph depicts various governmental activities and shows the revenue and expenses directly related to those activities.



Revenues by Source - Governmental Activities



Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unreserved fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The table below outlines the governmental fund balances for the year ending December 31, 2025.

	General Fund	Road and Bridge	Debt Service	Capital Improvements	Total	Prior Year Total	Increase/ (Decrease)
Fund Balances							
Nonspendable	$ 20,318	$ 123	$ -	$ -	$ 20,441	$ 20,654	$ (213)
Restricted	206,117	-	1,060,742	-	1,266,859	1,198,707	68,152
Committed	-	-	-	274,463	274,463	121,229	153,234
Assigned	-	-	-	-	-	661,400	(661,400)
Unassigned	3,354,363	(123)	-	-	3,354,240	2,982,864	371,376
	$ 3,580,798	$ -	$ 1,060,742	$ 274,463	$ 4,916,003	$ 4,984,854	$ (68,851)

As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances as shown above. Additional information on the City's fund balances can be found in Note 1 of this report.

The *General fund* is the chief operating fund of the City. At the end of the current year, the fund balance of the General fund is shown in the table above. As a measure of the General fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. The total unassigned fund balance as a percent of total fund expenditures is shown in the chart below along with total fund balance as a percent of total expenditures.

	Current Year Ending Balance	Prior Year Ending Balance	Increase/ (Decrease)
General Fund Fund Balances			
Nonspendable	$ 20,318	$ 20,479	$ (161)
Restricted	206,117	122,000	84,117
Unassigned	3,354,363	2,982,864	371,499
Total	$ 3,580,798	$ 3,125,343	$ 455,455
General Fund expenditures	$ 1,785,371	$ 1,292,548	
Unassigned as a percent of expenditures	187.9%	230.8%	
Total Fund Balance as a percent of expenditures	200.6%	241.8%	

The fund balance of the City's General fund increased during the current fiscal year as shown in the table above. The increase in fund balance was due to Road and Bridge fund closing into General fund resulting in large transfer in to General fund.

Other major governmental fund analysis is shown below:

	December 31, 2025	Restated December 31, 2024	Increase (Decrease)
Road and Bridge Fund	$ -	$ 725,768	$ (725,768)
The Road and Bridge fund decrease in fund balance was due to closing out the fund in the current year.			
Debt Service Fund	$ 1,060,742	$ 1,012,514	$ 48,228
The Debt Service fund increased in fund balance during the year was due to revenue from property taxes in excess of principal and interest payments as required by state statute.			
Capital Improvements Fund	$ 274,463	$ 121,229	$ 153,234
The Capital Improvements fund increase in fund balance during the year was due to revenue from property taxes in excess of capital outlay expenditures. The City is building reserves for future capital.			

Proprietary Funds. The City's proprietary fund provides the same type of information found in the government-wide financial statements, but in more detail. Net position of the City's proprietary funds decreased as follows:

	Ending Net Position 2025	Ending Net Position 2024	Increase/ (Decrease)
Water/Sewer Fund	$ 7,344,155	$ 7,365,603	$ (21,448)
The decrease is primarily attributed to an increase in expenditures from the prior year. Mostly due to repair and maintenance needs.			

General Fund Budgetary Highlights

	Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues	$ 1,548,958	$ 1,651,825	$ 102,867
Expenditures	1,301,058	1,785,371	(484,313)
Excess of Revenues Over Expenditures	247,900	(133,546)	(381,446)
Other Financing Sources (Uses) Transfers in	-	589,001	589,001
Net Change in Fund Balances	247,900	455,455	207,555
Fund Balances, January 1	3,125,343	3,125,343	-
Fund Balances, December 31	$ 3,373,243	$ 3,580,798	$ 207,555

The City's General fund budget was not amended during the year as shown above. Actual revenues were over the final budget and expenditures were also over the final budget amounts as shown above.

Capital Assets and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of December 31, 2025, is shown below in the capital asset table (net of accumulated depreciation). This investment in capital assets includes land, structures, improvements, machinery and equipment, vehicles, roads, highways, and bridges. The total increase in the City's investment in capital assets for the current fiscal year for governmental and business-type activities is due to several construction projects and improvements being depreciated.

Major public project capital asset events during the current fiscal year were as follows:

- Purchase of Camera Systems
- Empire River Trail Repair
- Purchase of John deere Mower

Additional information on the City's capital assets can be found in Note 3B starting on page 48 of this report.

City of Empire's Capital Assets
(Net of Depreciation)

	Governmental Activities			Business-type Activities			
	2025	2024	Increase (Decrease)	2025	2024	Increase (Decrease)	2025 Total
Land	$ 491,644	$ 491,644	$ -	$ 71,310	$ 71,310	$ -	$ 562,954
Buildings	1,239,679	1,306,929	(67,250)	-	-	-	1,239,679
Machinery and Equipment	465,556	456,483	9,073	19,445	24,888	(5,443)	485,001
Infrastructure	9,636,621	10,499,642	(863,021)	3,257,940	3,374,096	(116,156)	12,894,561
Total	$ 11,833,500	$ 12,754,698	$ (921,198)	$ 3,348,695	$ 3,470,294	$ (121,599)	$ 15,182,195

Long-term Debt. At the end of the current fiscal year, the City had total bonded debt outstanding consisting of general obligation debt as noted in the table below. While all of the City's bonds have revenue streams, they are all backed by the full faith and credit of the City.

City of Empire's Outstanding Debt

	Governmental Activities		
	2024	Increase (Decrease)	2025
Bonds Payable	$ 1,475,000	$ (275,000)	$ 1,200,000

Economic Factors and Next Year's Budgets and Rates

- The General Fund Operating highlights include a decrease in anticipated revenues from the 2026 State Transportation Aid Advancement, a rise in revenue from Zoning & Subdivision Fees due to past activity and future development, an increase from Franchise Fees assuming the City will begin to collect at $3.00 per account for electric and natural gas, a proposed increase in Public Lighting revenue by raising the quarterly charge from $6.50 to $7.00 per quarter for properties in the MXR District to offset electricity costs, an increase in revenue from interest earnings due to better interest yields on interest earning savings, and an increase in court fines from prosecution following the hiring of the city's prosecuting attorney. On the expenditure side, there is an increase in Profession Services, an increase in Planning Services to begin work on the 2050 Comprehensive Plan update, A large increase in expense for the annual fire contract, increases in Street Repair and Maintenance, Legal Services, and increases in payroll wages, health insurance premiums and Property & Casualty Insurance Premiums. Debt Service Revenue, included as part of the tax levy, is set at 105% of the fiscal total for principal and interest payments on the 2019 GO Street Reconstruction Bond, with more details available in the Projected Cash Flow for Debt Service Fund.

- The Capital Improvement Fund accounts for all expenditures made by the City's General Fund for capital improvements and capital outlay items, including purchases of investments. For the 2026 Budget, it is anticipated that the City will have funds for the purchase of investments in the amount of $205,000 for general Capital Outlay and $30,000 for the purchase of investments in the Building Fund. Additional notable expenditures include purchases including a new woodchipper, and a trade-in of the Kubota Tractor.

- The Enterprise Fund for water and sewer is budgeted to operate as a self-sufficient fund, with revenues closely matching expenses and no funds available for investment purchases. Anticipated increases in water and sewer revenues are based on recommended tier increases from the City's Financial Management Plan. Notable changes in Water Fund Expenditures include continued but less frequent purchase of water meters and a increase for water repair to fund a new submersible pump for Well #3 or an emergency interconnect line with the City of Farmington. Primary sewer expenses are expected to increase to $226,853 in 2026, with $75,000 allocated for sewer structure repairs, including a new panel at the 205th Street lift station. The budget calls for no purchase of investments, recommending annual water and sewer rate increases to allow for future depreciation investments, which will be needed as the City's water infrastructure ages. It is anticipated that design work for the new water tower to serve new development in the City will commence in 2026.

- Other items to note include the potential revenue from franchise fees on gas and electric utilities, pending proper ordinances and franchise agreements expected in 2026. Historically, developers have funded much of the infrastructure in Empire, but as this infrastructure ages, it is crucial for the city to increase investment purchases to offset replacement costs and maintain a strong bond rating. Franchise fees are expected to help save for future building and street repairs in the future. The proposed tax levy for 2026 real estate taxes calls for a 10.04% increase, but with an anticipated 3.64% growth in the City's tax capacity from 2025 to 2026, the net increase in the tax levy burden for City properties is estimated at 6.40%. Examples of tax burdens for selected properties of varying valuations are provided in the attachments.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to City of Empire; Attn: Clerk-Administrator; 3385 197th Street, Farmington, MN 55024.

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

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City of Empire, Minnesota
Statement of Net Position
December 31, 2025

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and temporary investments	$ 4,790,560	$ 3,904,168	$ 8,694,728
Receivables			
Taxes	9,655	-	9,655
Accounts	21,104	104,306	125,410
Special assessments	-	35,833	35,833
Due from other governments	193,086	3,315	196,401
Prepaid items	20,441	213	20,654
Capital assets			
Land	491,644	71,310	562,954
Depreciable assets (net of accumulated depreciation)	11,341,856	3,277,385	14,619,241
Total Assets	16,868,346	7,396,530	24,264,876
Deferred Outflows of Resources			
Deferred pension resources	28,875	9,581	38,456
Liabilities			
Accounts payable	74,327	7,424	81,751
Due to other governments	34,861	-	34,861
Accrued interest payable	17,417	-	17,417
Noncurrent liabilities			
Due within one year			
Long-term liabilities	287,561	-	287,561
Due in more than one year			
Long-term liabilities	1,022,167	-	1,022,167
Net pension liability	104,899	32,613	137,512
Total Liabilities	1,541,232	40,037	1,581,269
Deferred Inflows of Resources			
Deferred pension resources	70,476	21,919	92,395
Net Position			
Net investment in capital assets	10,633,500	3,348,695	13,982,195
Restricted for			
Road maintenance	40,069	-	40,069
Park improvements	166,048	-	166,048
Debt service	1,043,325	-	1,043,325
Unrestricted	3,402,571	3,995,460	7,398,031
Total Net Position	$ 15,285,513	$ 7,344,155	$ 22,629,668

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Statement of Activities
For the Year Ended December 31, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental Activities				
General government	$ 1,040,277	$ 374,934	$ 83,244	$ -
Public safety	567,120	29,498	-	-
Public works	1,335,005	38,868	-	-
Culture and recreation	246,470	63,559	7,250	-
Interest on long-term debt	16,157	-	-	-
Total Governmental Activities	3,205,029	506,859	90,494	-
Business-Type Activities				
Water and sewer	658,600	530,155	-	-
Total	$ 3,863,629	$ 1,037,014	$ 90,494	$ -

General Revenues	
Taxes	
Property taxes, levied for general purposes	
Property taxes, levied for debt service	
Property taxes, levied for capital improvements	
Franchise taxes	
Gravel tax	
Grants and contributions not restricted to specific programs	
Unrestricted investment earnings	
Miscellaneous	
Gain on sale of capital assets	
Total General Revenues	
Change in Net Position	
Net Position, January 1	
Net Position, December 31	

The notes to the financial statements are an integral part of this statement.

Net (Expenses) Revenues and Changes in Net Position		
Governmental Activities	Business-type Activities	Total
$ (582,099)	$ -	$ (582,099)
(537,622)	-	(537,622)
(1,296,137)	-	(1,296,137)
(175,661)	-	(175,661)
(16,157)	-	(16,157)
(2,607,676)	-	(2,607,676)
-	(128,445)	(128,445)
$ (2,607,676)	$ (128,445)	$ (2,736,121)
977,306	-	977,306
343,140	-	343,140
270,000	-	270,000
12,158	-	12,158
155,370	-	155,370
10,246	-	10,246
126,923	106,997	233,920
240	-	240
55,303	-	55,303
1,950,686	106,997	2,057,683
(656,990)	(21,448)	(678,438)
15,942,503	7,365,603	23,308,106
$ 15,285,513	$ 7,344,155	$ 22,629,668

The notes to the financial statements are an integral part of this statement.

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FUND FINANCIAL STATEMENTS

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

City of Empire, Minnesota
Balance Sheet
Governmental Funds
December 31, 2025

	100	201	301	450	
	General	Road and Bridge	Debt Service	Capital Improvements	Total Governmental Funds
Assets					
Cash and temporary investments	$ 3,552,194	$ (140,413)	1,060,742	$ 318,037	$ 4,790,560
Receivables					
Taxes	9,655	-	-	-	9,655
Accounts	10,814	10,290	-	-	21,104
Due from other governments	63,086	130,000	-	-	193,086
Prepaid items	20,318	123	-	-	20,441
Total Assets	$ 3,656,067	$ -	$ 1,060,742	$ 318,037	$ 5,034,846
Liabilities					
Accounts payable	$ 30,753	$ -	$ -	$ 43,574	$ 74,327
Due to other governments	34,861	-	-	-	34,861
Total Liabilities	65,614	-	-	43,574	109,188
Deferred Inflows of Resources					
Unavailable revenue - taxes	9,655	-	-	-	9,655
Fund Balances					
Nonspendable					
Prepaid items	20,318	123	-	-	20,441
Restricted for					
Park improvements	166,048	-	-	-	166,048
Debt service	-	-	1,060,742	-	1,060,742
Road maintenance	40,069	-	-	-	40,069
Committed for					
Road and bridge improvement	-	-	-	274,463	274,463
Unassigned	3,354,363	(123)	-	-	3,354,240
Total Fund Balances	3,580,798	-	1,060,742	274,463	4,916,003
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 3,656,067	$ -	$ 1,060,742	$ 318,037	$ 5,034,846

The notes to the financial statements are an integral part of this statement.

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Funds
December 31, 2025

Amounts reported for governmental activities in the statement of net position are different because

Total Fund Balances - Governmental	$ 4,916,003
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	
Cost of capital assets	27,658,613
Less: accumulated depreciation	(15,825,113)
Noncurrent liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds.	
Noncurrent liabilities at year-end consist of	
Compensated absences payable	(2,561)
Bonds payable	(1,200,000)
Plus premium on bonds	(107,167)
Net pension liability	(104,899)
Some receivables are not available soon enough to pay for the current period's expenditures, and therefore are reported as unavailable revenue in the funds.	
Delinquent taxes receivable	9,655
Governmental funds do not report long-term amounts related to pensions.	
Deferred outflows of pension resources	28,875
Deferred inflows of pension resources	(70,476)
Governmental funds do not report a liability for accrued interest until due and payable.	(17,417)
Total Net Position - Governmental Activities	$ 15,285,513

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Statement of Revenues, Expenditures and
Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2025

	100	201	301	450	
	General	Road and Bridge	Debt Service	Capital Improvements	Total Governmental Funds
Revenues					
Taxes					
Property taxes	$ 984,979	$ -	$ 343,140	$ 270,000	$ 1,598,119
Gravel	-	155,370	-	-	155,370
Franchise taxes	12,158	-	-	-	12,158
Licenses and permits	178,279	-	-	-	178,279
Intergovernmental	93,878	-	-	-	93,878
Charges for services	225,768	38,847	-	-	264,615
Fines and forfeitures	23,541	-	-	-	23,541
Investment earnings	85,329	1,276	28,433	11,885	126,923
Miscellaneous	47,893	21	-	-	47,914
Total Revenues	1,651,825	195,514	371,573	281,885	2,500,797
Expenditures					
Current					
General government	1,052,898	-	-	-	1,052,898
Public safety	567,120	-	-	-	567,120
Public works	5,007	365,764	-	-	370,771
Culture and recreation	140,408	-	-	-	140,408
Capital outlay					
General government	2,448	-	-	-	2,448
Public works	-	5,767	-	5,389	11,156
Culture and recreation	17,490	-	-	123,262	140,752
Debt service					
Principal	-	-	275,000	-	275,000
Interest and other charges	-	-	48,345	-	48,345
Total Expenditures	1,785,371	371,531	323,345	128,651	2,608,898
Excess (Deficiency) of Revenues Over (Under) Expenditures	(133,546)	(176,017)	48,228	153,234	(108,101)
Other Financing Sources (Uses)					
Transfers in	589,001	-	-	-	589,001
Sale of fixed assets		39,250			39,250
Transfers out	-	(589,001)	-	-	(589,001)
Total Other Financing Sources (Uses)	589,001	(549,751)	-	-	39,250
Net Change in Fund Balances	455,455	(725,768)	48,228	153,234	(68,851)
Fund Balances, January 1	3,125,343	725,768	1,012,514	121,229	4,984,854
Fund Balances, December 31	$ 3,580,798	$ -	$ 1,060,742	$ 274,463	$ 4,916,003

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
Governmental Funds
For the Year Ended December 31, 2025

Amounts reported for governmental activities in the statement of activities are different because

Total Net Change in Fund Balances - Governmental Funds	$	(68,851)
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.		
Capital outlays		120,169
Depreciation expense		(1,057,420)
Gain on trade in of capital assets		16,053
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		
Principal repayments		275,000
Amortization of bond premium		27,605
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.		4,583
Long-term pension activity is not reported in governmental funds.		
Pension expense		29,621
Pension revenue		(388)
Certain revenues are recognized as soon as they are earned. Under the modified accrual basis of accounting, certain revenues cannot be recognized until they are available to liquidate liabilities of the current period.		
Property taxes		(7,673)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds.		
Compensated absences		4,311
Change in Net Position - Governmental Activities	$	(656,990)

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Statement of Net Position
Proprietary Fund
December 31, 2025

	Business-type Activities - Enterprise Fund Water/Sewer Fund
Assets	
Current Assets	
Cash and temporary investments	$ 3,904,168
Receivables	
Accounts	104,306
Special assessments	35,833
Due from other governments	3,315
Prepaid items	213
Total Current Assets	4,047,835
Noncurrent Assets	
Capital assets	
Land	71,310
Buildings	167,170
Machinery and equipment	67,536
Infrastructure	5,707,233
Less accumulated depreciation	(2,664,554)
Net Capital Assets	3,348,695
Total Assets	7,396,530
Deferred Outflows of Resources	
Deferred pension resources	9,581
Liabilities	
Current Liabilities	
Accounts payable	7,424
Noncurrent Liabilities	
Due in more than one year	
Net pension liability	32,613
Total Liabilities	40,037
Deferred Inflows of Resources	
Deferred pension resources	21,919
Net Position	
Investment in capital assets	3,348,695
Unrestricted	3,995,460
Total Net Position	$ 7,344,155

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Fund
For the Year Ended December 31, 2025

	Business-type Activities - Enterprise Fund
	Water/Sewer Fund
Operating Revenues	
Charges for services	$ 530,155
Operating Expenses	
Personal services	115,132
Supplies	30,696
Professional services	315,617
Repairs	75,556
Depreciation	121,599
Total Operating Expenses	658,600
Operating Gain (Loss)	(128,445)
Nonoperating Revenues	
Investment earnings	106,997
Change In Net Position	(21,448)
Net Position, January 1	7,365,603
Net Position, December 31	$ 7,344,155

The notes to the financial statements are an integral part of this statement.

City of Empire, Minnesota
Statements of Cash Flows
Proprietary Fund
For the Year Ended December 31, 2025

	Business-type Activities - Enterprise Funds Water/Sewer Fund
Cash Flows from Operating Activities	
Receipts from customers	$ 538,696
Payments to suppliers	(415,466)
Payments to employees	(123,326)
Net Cash Provided by Operating Activities	(96)
Cash Flows from Investing Activities	
Interest received on investments	106,997
Net Increase (Decrease) in Cash and Cash Equivalents	106,901
Cash and Cash Equivalents, January 1	3,797,267
Cash and Cash Equivalents, December 31	$ 3,904,168
Reconciliation of Operating Loss to	
Net Cash Provided by Operating Activities	
Operating Gain (Loss)	$ (128,445)
Adjustments to reconcile operating loss to	
net cash provided by operating activities	
Depreciation	121,599
Increase (decrease) in assets	
Accounts receivable	7,333
Due from other governments	(2,822)
Special assessments receivable	4,030
Prepaid items	70
Deferred outflows of pension resources	(534)
Increase (decrease) in liabilities	
Accounts payable	6,333
Net pension liability	(4,507)
Deferred inflows of pension resources	(3,153)
Net Cash Provided (Used) by Operating Activities	$ (96)

The notes to the financial statements are an integral part of this statement.

Note 1: Summary of Significant Accounting Policies

A. Reporting Entity

The City of Empire, Minnesota (the City), operates under "Optional Plan A" as defined in the State of Minnesota (the State) statutes. The City is governed by an elected Mayor and four-member City Council. The City Council exercises legislative authority and determines all matters of policy. The City Council appoints personnel responsible for the proper administration of all affairs relating to the City. The City has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the primary government to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on the primary government. The City has no component units.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Amounts reported as p*rogram revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Note 1: Summary of Significant Accounting Policies (Continued)

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, entitlement and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the tax is levied. Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are also recorded as unearned revenue.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The City reports the following major governmental funds:

The *General fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Road and Bridge fund* is used to account for the levy approved and disbursements of such funds for the purpose of roads and bridges.

The *Debt Service fund* accounts for the debt service activity associated with the long-term general obligation debt of governmental funds.

The *Capital Improvements* fund is used to account for financial resources and disbursements to capital improvements.

The City reports the following major proprietary fund:

The *Water and Sewer Fund* is used to account for charges for water and sewer services.

As a general rule, the effect of interfund activity has been eliminated from government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sewer services. Operating expenses for enterprise funds include the cost of services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Note 1: Summary of Significant Accounting Policies (Continued)

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balances

Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. The proprietary funds' portion in the government-wide cash and temporary investments pool is considered to be cash and cash equivalents for purposes of the statements of cash flows.

Cash balances from all funds are pooled and invested, to the extent available, in certificates of deposit and other authorized investments. Earnings from such investments are allocated based on the City's policy.

The City may invest idle funds as authorized by Minnesota statutes, as follows:

1. Direct obligations or obligations guaranteed by the United States or its agencies.

2. Shares of investment companies registered under the Federal Investment Company Act of 1940 and received the highest credit rating, rated in one of the two highest rating categories by a statistical rating agency, and have a final maturity of thirteen months or less.

3. General obligations of a state or local government with taxing powers rated "A" or better; revenue obligations rated "AA" or better.

4. General obligations of the Minnesota Housing Finance Agency rated "A" or better.

5. Obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to statute section 126C.55.

6. Bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System.

7. Commercial paper issued by United States banks corporations or their Canadian subsidiaries, of highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less.

8. Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

9. Guaranteed Investment Contracts (GIC's) issued or guaranteed by a United States commercial bank, a domestic branch of a foreign bank, a United States insurance company, or its Canadian subsidiary, whose similar debt obligations were rated in one of the top two rating categories by a nationally recognized rating agency.

Property Taxes

The Council annually adopts a tax levy at their Annual City Meeting. The levy is then certified to the County for collection in the following year. The County is responsible for collecting all property taxes for the City. These taxes attach an enforceable lien on taxable property within the City on January 1 and are payable by the property owners in two installments. The taxes are collected by the County Auditor and tax settlements are made to the City during January, June, and December each year.

Delinquent taxes receivable include the past six years' uncollected taxes. Delinquent taxes have been offset by deferred inflows of resources for delinquent taxes not received within 60 days after year end in the fund financial statements.

Note 1: Summary of Significant Accounting Policies (Continued)

Accounts Receivable

Accounts receivable include amounts billed for services provided before year end. The City annually certifies delinquent charges to the County for collection in the following year. Therefore, there has been no allowance for doubtful accounts established.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years.

Such purchased assets are recorded at historical cost or estimated historical cost if historical cost is not available. Assets acquired prior to 1986 are recorded at estimated historical cost. Donated capital assets are recorded at acquisition value at the date of donation. The City reports infrastructure assets on a network and subsystem basis. Accordingly, the amounts spent for the construction or acquisition of infrastructure assets are capitalized and reported in the government-wide financial statements.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant and equipment will be depreciated using the straight-line method over the following estimated useful lives:

Assets	Useful Lives in Years
Buildings and Structures	20 to 50
Improvements other than Buildings	15 to 30
Machinery and Equipment	5 to 10
Infrastructure	20 to 30

Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has only one item that qualifies for reporting in this category. Accordingly, the item, deferred pension resources, is reported only in the statements of net position. This item results from actuarial calculations and current year pension contributions made subsequent to the measurement date.

Note 1: Summary of Significant Accounting Policies (Continued)

Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. The recognition of bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred.

In the fund financial statements, governmental fund types recognized bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA except that PERA's fiscal year end is June 30. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The General fund is typically used to liquidate the governmental net pension liability.

The total pension expense for the GERP and DCP is as follows:

	Public Employees Retirement Association of Minnesota (PERA)		Total All Plans
	GERP	DCP	
City's proportionate share	$ (8,202)	$ 701	$ (7,501)
Proportionate share of State's contribution	(509)	-	(509)
Total pension expense	$ (8,711)	$ 701	$ (8,010)

Deferred Inflows of Resources

In addition to liabilities, the statement of net position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one type of item, which arises only under a modified accrual basis of accounting that qualifies as needing to be reported in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from one sources: property taxes. This amounts is deferred and recognized as an inflow of resources in the period that the amounts become available.

The City has an additional item which qualifies for reporting in this category. The item, deferred pension resources, is reported only in the statements of net position and results from actuarial calculations.

Note 1: Summary of Significant Accounting Policies (Continued)

Fund Balance

In the fund financial statements, fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of resources reported in the governmental funds. These classifications are defined as follows:

Nonspendable - Amounts that cannot be spent because they are not in spendable form, such as prepaid items.

Restricted - Amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed - Amounts constrained for specific purposes that are internally imposed by formal action (resolution) of the City Council, which is the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the Council modifies or rescinds the commitment by resolution.

Assigned - Amounts constrained for specific purposes that are internally imposed. In governmental funds other than the General fund, assigned fund balance represents all remaining amounts that are not classified as nonspendable and are neither restricted nor committed. In the General fund, assigned amounts represent intended uses established by the Council itself or by an official to which the governing body delegates the authority. The Council has adopted a fund balance policy which delegates the authority to assign amounts for specific purposes to the Treasurer.

Unassigned - The residual classification for the General fund and also negative residual amounts in other funds.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The City has formally adopted a fund balance policy for the General fund. The City's policy is to maintain a minimum unassigned fund balance of 50 percent of budgeted operating expenditures for cash-flow timing needs.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net position is displayed in three components:

a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation reduced by any outstanding debt attributable to acquire capital assets.

b. Restricted net position - Consist of net position restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

c. Unrestricted net position - All other net position that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Note 2: Stewardship, Compliance and Accountability

A. Budgetary Information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for the General and selected special revenue funds. All annual appropriations lapse at fiscal year-end. The City does not use encumbrance accounting.

In July/August of each year, the proposed budget is prepared by the Council and management. The Council holds public hearing in September at the continuation of the annual meeting. A final budget is prepared and adopted prior to the beginning of the year.

The appropriated budget is prepared by fund, function and department for the General and Road and Bridge funds.. Transfers of appropriations between funds require the approval of the Council. The legal level of budgetary control is the fund level. Budgeted amounts are as originally adopted, or as amended by the Council. There were no budget amendments made during 2025.

B. Excess of Expenditures over Appropriations

Fund	Budget	Actual	Excess of Expenditures Over Appropriations
General Fund	$ 1,301,058	$ 1,785,371	$ 484,313

The excess expenditures over appropriation was funded by a transfer in and revenues in excess of budget.

Note 3: Detailed Notes on All Funds

A. Deposits and Investments

Deposits

Custodial credit risk for deposits and investments is the risk that in the event of a bank failure, the City's deposits and investments may not be returned or the City will not be able to recover collateral securities in the possession of an outside party. In accordance with Minnesota statutes and as authorized by the Board, the City maintains deposits at those depository banks, all of which are members of the Federal Reserve System.

Minnesota statutes require that all City deposits be protected by insurance, surety bond or collateral. The fair value of collateral pledged must equal 110 percent of the deposits not covered by insurance or bonds, which the exception of irrevocable standby letters of credit issued by Federal Home Loan Banks as this type of collateral only requires collateral pledged equal to 100 percent of the deposits not covered by insurance or bonds.

Authorized collateral in lieu of a corporate surety bond includes:

- United States government Treasury bills, Treasury notes, Treasury bonds;
- Issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;
- General obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;

Note 3: Detailed Notes on All Funds (Continued)

- General obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;
- Irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and
- Time deposits that are fully insured by any federal agency.

Minnesota statutes require that all collateral shall be placed in safekeeping in a restricted account at a Federal Reserve Bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection should be approved by the City.

The city had FDIC coverage and pledged collateral in compliance with Minnesota statute.

B. Capital Assets

Capital asset activity for the year ended December 31, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital Assets not Being Depreciated				
Land	$ 491,644	$ -	$ -	$ 491,644
Capital Assets Being Depreciated				
Buildings	2,357,245	-	-	2,357,245
Machinery and equipment	1,343,249	97,124	(116,737)	1,323,636
Infrastructure	23,444,825	41,263	-	23,486,088
Total Capital Assets Being Depreciated	27,145,319	138,387	(116,737)	27,166,969
Less Accumulated Depreciation for				
Buildings	(1,050,316)	(67,250)	-	(1,117,566)
Machinery and equipment	(886,766)	(85,886)	114,572	(858,080)
Infrastructure	(12,945,183)	(904,284)	-	(13,849,467)
Total Accumulated Depreciation	(14,882,265)	(1,057,420)	114,572	(15,825,113)
Total Capital Assets Being Depreciated, Net	12,263,054	(919,033)	(2,165)	11,341,856
Governmental Activities Capital Assets, Net	$ 12,754,698	$ (919,033)	$ (2,165)	$ 11,833,500

Note 3: Detailed Notes on All Funds (Continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities				
Capital Assets not Being Depreciated				
Land	$ 71,310	$ -	$ -	$ 71,310
Capital Assets Being Depreciated				
Buildings	167,170	-	-	167,170
Machinery and equipment	67,536	-	-	67,536
Infrastructure	5,707,233	-	-	5,707,233
Total Capital Assets Being Depreciated	5,941,939	-	-	5,941,939
Less Accumulated Depreciation				
Buildings	(167,170)	-	-	(167,170)
Machinery and equipment	(42,648)	(5,443)	-	(48,091)
Infrastructure	(2,333,137)	(116,156)	-	(2,449,293)
Total Accumulated Depreciation	(2,542,955)	(121,599)	-	(2,664,554)
Total Capital Assets Being Depreciated, Net	3,398,984	(121,599)	-	3,277,385
Business-type Activities Capital Assets, Net	$ 3,470,294	$ (121,599)	$ -	$ 3,348,695

Depreciation expense was charged to functions/programs of the City as follows:

Governmental Activities	
General government	$ 2,640
Public works	957,072
Culture and recreation	97,708
Total Depreciation Expense - Governmental Activities	$ 1,057,420
Business-type Activities	
Water/Sewer	$ 121,599

Note 3: Detailed Notes on All Funds (Continued)

C. Transfers

The City transferred $589,001 from the Road and Bridge Fund to the General Fund to close out the Road and Bridge Fund. Road maintenance expenditures will be reported in the General Fund moving forward.

D. Long-term Debt

General Obligation Bonds

The City issued general obligation bonds to provide funds for the acquisition and construction of major capital assets. General obligation bonds were issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the City. General obligation bonds currently outstanding are as follows:

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
General Obligation Improvement Bond, Series 2019A	$ 2,730,000	3.00 - 4.00 %	06/25/19	02/01/29	$ 1,200,000

Annual requirements to maturity for general obligation bonds are as follows:

Year Ending December 31,	General Obligation Bonds Governmental Activities Principal	Interest	Total
2026	$ 285,000	$ 36,100	$ 321,100
2027	295,000	24,500	319,500
2028	305,000	14,025	319,025
2029	315,000	4,725	319,725
Total	$ 1,200,000	$ 79,350	$ 1,279,350

Changes in Long-term Liabilities

Long-term liability activity for the year ended December 31, 2025, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities					
Bonds Payable					
G.O. Improvement Bonds	$ 1,475,000	$ -	$ (275,000)	$ 1,200,000	$ 285,000
Bond premium	134,772	-	(27,605)	107,167	-
Compensated absences*	6,872	-	(4,311)	2,561	2,561
Governmental Activity Long-term Liabilities	$ 1,616,644	$ -	$ (306,916)	$ 1,309,728	$ 287,561

*Change in compensated absences liability presented net of increase or decrease.

Note 4: Defined Benefit Pension Plans - Statewide

A. Plan Description

The City participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). These plan provisions are established and administered according to Minnesota Statutes chapters 353, 353D, 353E, 353G, and 356. Minnesota Statutes chapter 356 defines each plan's financial reporting requirements. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

General Employees Retirement Plan (General Plan)

Membership in the General Plan includes employees of counties, cities, townships, schools in non-certified positions,and other governmental entities whose revenues are derived from taxation, fees, or assessments. Plan membership is required for any employee who is expected to earn more than $425 in a month, unless the employee meets exclusion criteria.

B. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state Legislature. Vested, terminated employees who are entitled to benefits, but are not receiving them yet, are bound by the provisions in effect at the time they last terminated their public service. When a member is "vested," they have earned enough service credit to receive a lifetime monthly benefit after leaving public service and reaching an eligible retirement age. Members who retire at or over their Social Security full retirement age with at least one year of service qualify for a retirement benefit.

General Employee Plan Benefits

General Employees Plan requires three years of service to vest. Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for General Plan members. Members hired prior to July 1, 1989, receive the higher of the Step or Level formulas. Only the Level formula is used for members hired after June 30, 1989. Under the Step formula, General Plan members receive 1.2% of the highest average salary for each of the first 10 years of service and 1.7% for each additional year. Under the Level formula, General Plan members receive 1.7% of highest average salary for all years of service. For members hired prior to July 1, 1989 a full retirement benefit is available when age plus years of service equal 90 and normal retirement age is 65. Members can receive a reduced requirement benefit as early as age 55 if they have three or more years of service. Early retirement benefits are reduced by .25% for each month under age 65. Members with 30 or more years of service can retire at any age with a reduction of .25% for each month the member is younger than age 62. The Level formula allows General Plan members to receive a full retirement benefit at age 65 if they were first hired before July 1, 1989 or at age 66 if they were hired on or after July 1, 1989. Early retirement begins at age 55 with an actuarial reduction applied to the benefit.

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50% of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1% and a maximum of 1.5%. The 2025 annual increase was 1.25%. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a prorated increase.

C. Contributions

Minnesota Statutes chapters 353, 353E, 353G, and 356 set the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

General Employees Fund Contributions

General Plan members were required to contribute 6.50% of their annual covered salary in fiscal year 2025 and the City was required to contribute 7.50% for General Plan members. The City's contributions to the General Employees Fund for the year ended December 31, 2025, were $29,226. The City's contributions were equal to the required contributions as set by state statute.

D. Pension Costs

General Employees Fund Pension Costs

At December 31, 2025, the City reported a liability of $137,512 for its proportionate share of the General Employees Fund's net pension liability. The City's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million. The State of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the City totaled $3,317.

City's proportionate share of the net pension liability	$	137,512
State of Minnesota's proportionate share of the net pension liability associated with the City		3,317
Total	$	140,829

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025, relative to the total employer contributions received from all of PERA's participating employers. The City's proportionate share was 0.0041% at the end of the measurement period and 0.0043% for the beginning of the period.

For the year ended December 31, 2025, the City recognized pension expense of negative $8,202 for its proportionate share of the General Employees Plan's pension expense. In addition, the City recognized an additional negative $509 as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of $16 million to the General Employees Fund.

At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 13,102	$ -
Changes in actuarial assumptions	3,313	31,641
Net difference between projected and actual investment earnings	-	54,717
Changes in proportion	6,450	6,037
Employer contributions subsequent to the measurement date	15,591	-
Total	$ 38,456	$ 92,395

The $15,591 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2026. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2026	$ (12,394)
2027	(26,501)
2028	(20,860)
2029	(9,774)

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

E. Long-term Expected Return on Investment

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Return on Investment
Domestic Equity	33.5 %	5.10 %
International Equity	16.5	5.30
Fixed Income	25.0	0.75
Private Markets	25.0	5.90
Total	100.0 %	

F. Actuarial Assumptions

The total pension liability for each of the cost-sharing defined benefit plans was determined by an actuarial valuation as of June 30, 2025, using the entry age normal actuarial cost method. The long-term rate of return on pension plan investments used to determine the total liability is 7%. The 7% assumption is based on a review of inflation and investment return assumptions from a number of national investment consulting firms. The review provided a range of investment return rates considered reasonable by the actuary. An investment return of 7% is within that range.

- Inflation is assumed to be 2.25% for the General Employees Plan.
- Benefit increases after retirement are assumed to be 1.50% for the General Employees Plan.

Salary growth assumptions in the General Employees Plan range in annual increments from 11.5% after one year of service to 3% after 27 years of service.

Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table. The tables are adjusted slightly to fit PERA's experience.

Actuarial assumptions for the General Employees Plan are reviewed every four years. The General Employees Plan was last reviewed in 2022. The assumption changes were adopted by the board and became effective with the July 1, 2023 actuarial valuation.

The following changes in actuarial assumptions and plan provisions occurred in 2025:

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

General Employees Fund

Changes in Actuarial Assumptions:
- The combined service annuity loading factors increased from 15% to 19% for vested, terminated members and from 3% to 44% for non-vested, terminated members.
- The assumed post-retirement benefit increase changed from 1.25% to 1.5%.

Changes in Plan Provisions:
- The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75%, beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.
- The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

G. Discount Rate

The discount rate used to measure the total pension liability in 2025 was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees Plan was projected to be available to make all projected future benefit payments of current plan members. The long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

	1 Percent Decrease (6.00%)	Current (7.00%)	1 Percent Increase (8.00%)
General Employees Fund	$ 333,994	$ 137,512	$ (21,880)

I. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in a separately issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

Note 5: Defined Contribution Plan

The City has board members that are covered by the Defined Contribution Plan (DCP), a multiple-employer deferred compensation plan administered by PERA. The DCP is a tax qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until time of withdrawal.

Plan benefits depend solely on amounts contributed to the plan plus investment earnings, less administrative expenses, therefore, there is no future liability to the employer. *Minnesota statutes*, chapter 353d.03, specifies plan provisions, including the employee and employer contribution rates for those qualified personnel who elect to participate. An eligible elected official who decides to participate contributes 5 percent of salary which is matched by the elected official's employer. Employees who are paid for their services may elect to make member contributions in an amount not to exceed the employer share. Employer and employee contributions are combined and used to purchase shares in one or more of the seven accounts of the Minnesota Supplemental Investment Fund. For administering the plan, PERA receives 2.0 percent of employer contributions and twenty-five hundredths of 1.0 percent (0.25) of the assets in each member's account annually.

Pension expense for the year is equal to contributions made. Total contributions made by the City during the fiscal year 2025 were:

Contribution Amount		Percentage of Covered Payroll		
Employee	Employer	Employee	Employer	Required Rate
$ 701	$ 701	5.00%	5.00%	5.00%

The City's contributions to the DCP for the years ended December 31, 2025, 2024 and 2023 were $701, $790 and $697 respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

Note 6: Other Information

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the City carries insurance. The City established a limited risk management program for workers' compensation and general liability and property damage.

The workers' compensation program activities are accounted for in the Workers' Compensation Insurance internal service fund. Premiums are paid into the fund by all other funds to pay claims and administrative cost of the program. The premiums are allocated based on the payroll costs by department. During the year, the City obtained insurance through participation in the League of Minnesota Cities Insurance Trust (LMCIT) which is a risk sharing pool with approximately 800 other governmental units. The City pays an annual premium to LMCIT for its workers compensation and property and casualty insurance. The LMCIT is self-sustaining through member premiums and will reinsure for claims above a prescribed dollar amount for each insurance event.

B. Legal Debt Margin

In accordance with Minnesota statutes, the City may not incur or be subject to net debt in excess of three percent of the market value of taxable property within the City. Net debt is payable solely from ad valorem taxes and, therefore, excludes debt financed partially or entirely by special assessments. The City has no outstanding debt subject to the limit.

Note 7: Subsequent Event

On January 13, 2026, the City purchased a parcel of land for $201,600. The City paid the Seller $128,000 for the property, $50,400 for the permanent easement, and $23,200 for the temporary easement. This purchase of property and easements are for a new water tower site.

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REQUIRED SUPPLEMENTARY INFORMATION

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

City of Empire, Minnesota
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
General Fund and Road and Bridge Fund
For the Year Ended December 31, 2025

	General			Road and Bridge		
	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget
Revenues						
Taxes						
Property taxes	$ 1,056,951	$ 984,979	$ (71,972)	$ -	$ -	$ -
Gravel tax	-	-	-	130,000	155,370	25,370
Franchise taxes	7,500	12,158	4,658	-	-	-
Licenses and permits	174,300	178,279	3,979	-	-	-
Intergovernmental	96,407	93,878	(2,529)	-	-	-
Charges for services	77,300	225,768	148,468	38,600	38,847	247
Fines and forfeitures	15,500	23,541	8,041	-	-	-
Investment earnings	85,000	85,329	329	-	1,276	1,276
Miscellaneous	36,000	47,893	11,893	-	21	21
Total Revenues	1,548,958	1,651,825	102,867	168,600	195,514	26,914
Expenditures						
Current						
General government	591,574	1,052,898	(461,324)	-	-	-
Public safety	527,684	567,120	(39,436)	-	-	-
Public works	1,500	5,007	(3,507)	412,500	365,764	46,736
Culture and recreation	160,300	140,408	19,892	-	-	-
Capital outlay	20,000	19,938	62	4,000	5,767	(1,767)
Total Expenditures	1,301,058	1,785,371	(484,313)	416,500	371,531	44,969
Excess (Deficiency) of Revenues Over (Under) Expenditures	247,900	(133,546)	(381,446)	(247,900)	(176,017)	71,883
Other Financing Sources (Uses)						
Sale of fixed assets	-	-	-	-	39,250	39,250
Transfers in	-	589,001	589,001	-	-	-
Transfers out	-	-	-	-	(589,001)	(589,001)
Total Other Financing Sources (Uses)	-	589,001	589,001	-	(549,751)	(549,751)
Net Change in Fund Balances	247,900	455,455	207,555	(247,900)	(725,768)	(477,868)
Fund Balances, January 1	3,125,343	3,125,343	-	725,768	725,768	-
Fund Balances, December 31	$ 3,373,243	$ 3,580,798	$ 207,555	$ 477,868	$ -	$ (477,868)

The notes to the financial statements are an integral part of this statement.

Notes to the Required Supplemental Information

Budgetary Reporting

A. Budgetary Information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for the General and selected special revenue funds. All annual appropriations lapse at fiscal year-end. The City does not use encumbrance accounting.

In July/August of each year, the proposed budget is prepared by the Council and management. The Council holds public hearing in September at the continuation of the annual meeting. A final budget is prepared and adopted prior to the beginning of the year.

The appropriated budget is prepared by fund, function and department for the General and Road and Bridge funds. There was no budget adopted for the ARPA fund as the City is not legally required to adopt one. Transfers of appropriations between funds require the approval of the Council. The legal level of budgetary control is the fund level. Budgeted amounts are as originally adopted, or as amended by the Council. There were no budget amendments made during 2025.

B. Excess of Expenditures over Appropriations

Fund	Budget	Actual	Excess of Expenditures Over Appropriations
General Fund	$ 1,301,058	$ 1,785,371	$ 484,313

The excess expenditures over appropriation were funded by a transfer in from the Road and Bridge fund.

C. Summary of Significant Budget Variances

The General fund revenues and expenditures varied from final budget amounts as noted below:

Revenues

- Charges for services in the general government exceeded final budgeted amounts due to more zoning and subdivision fee revenues than anticipated at time of final budget approval

Expenditures

- General government planning expenditures were over final budgeted amounts due to more planning fees than anticipated. This was due to a large environmental study in 2025.
- Public safety expenditures were over final budgeted amounts due to fire contract expenditures being more than anticipated.

The Road and Bridge fund revenues varied from final budget amounts as noted below:

Revenues

- Gravel tax exceeded the final budgeted amounts due to receiving more Gravel tax than anticipated.

Notes to the Required Supplemental Information (Continued)

Expenditures

- Public works expenditures were under budget because of less road maintenance costs than anticipated.

D. Budgetary Compliance

There were no budgetary compliance violations for the fiscal year ending December 31, 2025.

City of Empire, Minnesota
Required Supplementary Information
For the Year Ended December 31, 2025

Schedule of Employer's Share of PERA Net Pension Liability - General Employees Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll (a/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
6/30/2025	0.0041 %	$ 137,512	$ 3,317	$ 140,829	$ 378,812	36.3 %	90.8 %
6/30/2024	0.0043	158,509	4,099	162,608	367,955	43.1	89.1
6/30/2023	0.0449	234,859	6,451	241,310	334,612	70.2	83.1
6/30/2022	0.0442	316,801	9,249	326,050	296,280	106.9	76.7
6/30/2021	0.0424	175,088	5,441	180,529	298,611	58.6	87.0
6/30/2020	0.0419	239,818	7,353	247,171	136,480	175.7	79.1

Schedule of Employer's PERA Contributions - General Employees Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
12/31/2025	$ 29,226	$ 29,226	$ -	$ 389,675	7.50 %
12/31/2024	29,553	29,553	-	394,040	7.50
12/31/2023	25,640	25,640	-	341,870	7.50
12/31/2022	23,323	23,323	-	310,974	7.50
12/31/2021	21,894	21,894	-	291,914	7.50
12/31/2020	21,912	21,912	-	292,160	7.50

Notes to the Required Supplementary Information - General Employee Retirement Fund

Changes in Actuarial Assumptions

2025 - The combined service annuity loading factors increased from 15% to 19% for vested terminated members and from 3% to 44% for non-vested, terminated members. The assumed post-retirement benefit increase changed from 1.25% to 1.5%.

2024 - The following changes in assumptions are effective with the July 1, 2024 valuation, as recommended in the most recent experience study (dated June 29, 2023): Rates of merit and seniority were adjusted, resulting in slightly higher rates. Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members. Minor increase in assumed withdrawals for males and females. Lower rates of disability. Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study. Minor changes to form of payment assumptions for male and female retirees. Minor changes to assumptions made with respect to missing participant data.

2023 - The investment return and single discount rates were changed from 6.5 percent to 7.0 percent.

2022 - The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

2021 - The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes. The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

2020 - The price inflation assumption was decreased from 2.50% to 2.25%. The payroll growth assumption was decreased from 3.25% to 3.00%. Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25% less than previous rates. Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements. Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years 2-5 and slightly higher thereafter. Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females. The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 General Mortality table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 disabled annuitant mortality table to the PUB-2010 General/Teacher disabled annuitant mortality table, with adjustments. The mortality improvement scale was changed from Scale MP-2018 to Scale MP-2019. The assumed spouse age difference was changed from two years older for females to one year older. The assumed number of married male new retirees electing the 100% Joint & Survivor option changed from 35% to 45%. The assumed number of married female new retirees electing the 100% Joint & Survivor option changed from 15% to 30%. The corresponding number of married new retirees electing the Life annuity option was adjusted accordingly.

2019 - The mortality projection scale was changed from MP-2017 to MP-2018.

2018 - The mortality projection scale was changed from MP-2015 to MP-2017. The assumed benefit increase was changed from 1.00 percent per year through 2044 and 2.50 percent per year thereafter to 1.25 percent per year.

2017 - The Combined Service Annuity (CSA) loads were changed from 0.8 percent for active members and 60 percent for vested and non-vested deferred members. The revised CSA loads are now 0.0 percent for active member liability, 15.0 percent for vested deferred member liability and 3.0 percent for non-vested deferred member liability. The assumed post-retirement benefit increase rate was changed from 1.0 percent per year for all years to 1.0 percent per year through 2044 and 2.5 percent per year thereafter.

2016 - The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2035 and 2.5 percent per year thereafter to 1.0 percent per year for all future years. The assumed investment return was changed from 7.9 percent to 7.5 percent. The single discount rate was changed from 7.9 percent to 7.5 percent. Other assumptions were changed pursuant to the experience study dated June 30, 2015. The assumed future salary increases, payroll growth and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

Notes to the Required Supplementary Information - General Employee Retirement Fund (Continued)

Changes in Plan Provisions

2025 - The post-retirement benefit increase formula changed to 100% of the Social Security annual increase, between 1% and 1.75% , beginning January 1, 2026. If the funded ratio (on a market value of assets basis) is less than 85% for the last two consecutive annual valuations or is less than 80% in the most recent actuarial valuation, the maximum is reduced to 1.5%. Previously, the benefit increase was 50% of the Social Security annual increase, between 1% and 1.5%.The 1% additional employer contribution is eliminated when the plan reaches 98% funded status (on an actuarial value of assets basis); this contribution was previously scheduled to stop when the plan reached 100% funded status.

2024 - The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

2023 - An additional one-time direct state aid contribution of $170.1 million will be contributed to the Plan on October 1, 2023. The vesting period of those hired after Juen 30, 2010, was changed from five years of allowable service to three years of allowable service. The benefit increase delay for early retirements on or after January 1, 2024 was eliminated. A one-time non-compounding benefit increase of 2.5 percent minus the actual 2024 adjustment will be payable in a lump sum for calendar year 2024 by March 31, 2024.

2022 - There were no changes in plan provisions since the previous valuation.

2021 - There were no changes in plan provisions since the previous valuation.

2020 - Augmentation for current privatized members was reduced to 2.0% for the period July 1, 2020 through December 31, 2023 and 0.0% after. Augmentation was eliminated for privatizations occurring after June 30, 2020.

2019 - The employer supplemental contribution was changed prospectively, decreasing from $31.0 million to $21.0 million per year. The state's special funding contribution was changed prospectively, requiring $16.0 million due per year through 2031.

2018 - The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024. Interest credited on member contributions decreased from 4.0 percent to 3.0 percent, beginning July 1, 2018. Deferred augmentation was changed to 0.0 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply. Contribution stabilizer provisions were repealed. Postretirement benefit increases were changed from 1.0 percent per year with a provision to increase to 2.5 percent upon attainment of 90.0 percent funding ratio to 50.0 percent of the Social Security Cost of Living Adjustment, not less than 1.0 percent and not more than 1.5 percent, beginning January 1, 2019. For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age; does not apply to Rule of 90 retirees, disability benefit recipients, or survivors. Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017 - The State's contribution for the Minneapolis Employees Retirement Fund equals $16,000,000 in 2017 and 2018, and $6,000,000 thereafter. The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from $21,000,000 to $31,000,000 in calendar years 2019 to 2031. The state's contribution changed from $16,000,000 to $6,000,000 in calendar years 2019 to 2031.

2016 - There were no changes in plan provisions since the previous valuation.

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OTHER REQUIRED REPORT

CITY OF EMPIRE
EMPIRE, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2025

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INDEPENDENT AUDITOR'S REPORT
ON MINNESOTA LEGAL COMPLIANCE

Management and City Council
City of Empire
Empire, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of the governmental activities, the business-type activities, and each major fund of City of Empire, Minnesota (the City), as of and for the year ended December 31, 2025, and the related notes to the financial statements, and have issued our report thereon dated March 13, 2026.

In connection with our audit, nothing came to our attention that caused us to believe that the City of Empire failed to comply with the provisions of the contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing sections of the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minn. Stat. § 6.65. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

This report is intended solely for the information and use of those charged with governance and management of the City of Example and the State Auditor and is not intended to be, and should not be, used by anyone other than these specified parties.

Abdo

Abdo
Minneapolis, Minnesota
March 13, 2026

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Adopting Resolution 2026-3A; Approving Transfer of Road & Bridge Fund Balance to the General Fund

Road & Bridge Funds are typically used by Townships in Minnesota. Cities typically record street receipts and disbursements in the General Fund. Staff and the City's Auditor recommend that the City transfer the remaining balance of the Road & Bridge Fund to the General Fund and close the Road and Bridge Fund.

This Resolution transfers the remaining balance of the Road & Bridge Fund to the General Fund and closes the Road & Bridge Fund.

Attachment(s): Resolution 2026-3A Closing Road & Bridge Fund.pdf

CITY OF EMPIRE
DAKOTA COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2026-3A

RESOLUTION APPROVING TRANSFER OF ROAD & BRIDGE FUND BALANCE TO THE GENERAL FUND

WHEREAS, the 2025 Audit has been completed, and year end audited fund balances are available; and

WHEREAS, it is the recommendation of City Staff and the City's Auditor that the City of Empire no longer utilize the Township Road & Bridge Fund as of 12/31/2025; and

WHEREAS, the remaining balance in the Road & Bridge Fund balance as of 12/31/2025 stands at $589,001; and

WHEREAS, the amount recommended to be transferred from the Road & Bridge Fund to the General Fund matches the remaining Road & Bridge Fund balance of $589,001; and

WHEREAS, upon the transfer to the General Fund, the Road and Bridge Fund (201) will be closed.

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

1. The remaining fund balance in the Road and Bridge Fund as of 12/31/2025, in the amount of $589,001, is hereby transferred from the City's Road & Bridge Fund to the City's General Fund and said Road & Bridge Fund shall be closed.

Adopted this 24th day of March 2026.

_____
Melanie Lee, Mayor

_____
Charles Seipel-Teng, Clerk-Administrator

SEAL

CLERK'S CERTIFICATION

State of Minnesota)
City of Empire)
County of Dakota)

I, Charles Seipel-Teng, do hereby certify that I am custodian of the minutes of all proceedings had and held by the City Council of said City, that I have compared the attached resolution with the original passed and adopted by the City Council of said City at the regular meeting thereof held on the 24th day of March 2026, that the attached resolution constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 24th day of March 2026 and have hereunto affixed the seal of said City.

_____
Clerk-Administrator
City of Empire, MN

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Adopting Ordinance No. 375 (Amended Right-of-Way Ordinance) and Its Summary for Publication

The draft ordinance amendments have been drafted and recommended for approval by staff, consulting engineers, and the City's attorney.

Proposed amendments include the following:

- Updates references from "Empire Township" to the "City of Empire".
- Allows for the City to request an additional or larger performance bond if deemed necessary.
- Notes timelines for when permits will be issued (11.01).
- Does not permit utility installations in the ROW for which a street has been recently rehabilitated or constructed for at least 18 months, unless approved by the City.
- Replaces references of "equipment" to "facilities".
- Permit Fees reference the Fee Schedule Ordinance (13.01-2).
- Adds procedural requirements for denying a permit (18.02).
- Adds language requiring the cost of all inspections to be paid by the permittee (20.03-C).

A tracked version and a clean version of the proposed ordinance are attached.

Attachment(s): *Ordinance 375- Draft.pdf*
Ordinance 375 - Clean.pdf
375 ROW Ordinance Summary.docx

ORDINANCE NO. 375-~~A~~

AN ORDINANCE TO MANAGE AND ADMINISTER USE OF THE PUBLIC RIGHT-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS

The ~~Board of Supervisors~~City Council of the ~~Township~~ City of Empire

Ordains as follows:

SECTION:

1: Findings, Purpose and Intent 2
2: Election to Manage the Public Right-of-Way 2
3: Definitions 2
4: Administration 7
5: Franchise 7
6: Registration and Right-of-Way Occupancy 7
7: Registration Information 8
8: Reporting Obligations 9
9: Permit Requirement 10
10: Permit Applications 10
11: Issuance of Permit: Conditions 11
12: Action on Small Wireless Facility Permit Applications 15
13: Permit Fees 15
14: Right-of-Way Patching and Restoration 16
15: Joint Applications 17
16: Supplementary Applications 18
17: Other Obligations 18
18: Denial of Permit 19
19: Installation Requirements 19
20: Inspection 19
21: Work Done Without A Permit 20
22: Supplementary Notification 20
23: Revocation of Permits 20
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25: Location and Relocation of Facilities 23
26: Pre-Excavation Facilities Location 25
27: Damage to Other ~~Equipment~~Facilities 25
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SECTION 1. FINDINGS, PURPOSE AND INTENT

1.01 To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the rights-of-way, the ~~Township~~ City strives to keep the rights-of-way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the ~~Township~~ City hereby enacts this chapter relating to right-of-way permits and administration. This chapter imposes regulation on the placement and maintenance of facilities and equipment currently within its rights of way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons excavating and obstructing the rights of way will bear financial responsibility for their work. Finally, this chapter provides for recovery of out of pocket and projected costs from persons using the public rights-of-way.

This chapter shall be interpreted consistently with 1997 Session Laws, Chapter 123, substantially codified in Minnesota Statutes Sections 237.16, 237.162, 237.163, 237.79, 237.81 and 238.086 (the "Act") and the other laws governing applicable rights of the ~~Township~~ City and users of the right-of- way. This chapter shall also be interpreted consistent with Minnesota Rules 7819.0050 – 7819.9950 where possible. To the extent any provision of this chapter cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the ~~Township~~ City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

SECTION 2. ELECTION TO MANAGE THE PUBLIC RIGHT-OF-WAY

2.01 Pursuant to the authority granted to the ~~Township~~ City under state and federal statutory, administrative and common law, the ~~Township~~ City hereby elects pursuant to Minnesota Statutes 237.163 subdivision 2(b), to manage rights-of-way within its jurisdiction. All right-of-way users, including the ~~Township~~City, are subject to the provisions in this chapter. The ~~Township~~ City is exempt from the obligation of paying for permits or other fees imposed by this chapter. ~~This chapter shall be sections 237.16, 237.162, 237.163, 237.79, 237.81 and 238.086 (the "act"), Minnesota Statutes Chapter 216D and other laws governing applicable rights of the Township and users of the right-of-way. This chapter shall also be interpreted consistent with Minnesota rules 7819.0050 – 7819.9950 where possible. To the extent any provisions of this chapter cannot be interpreted consistently with Minnesota rules, that interpretation most consistent with the act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the Township to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.~~

SECTION 3. DEFINITIONS

3.01 The following definitions apply in this chapter and shall have the meanings ascribed to them. References hereafter to "sections" are unless otherwise specified references to sections in this chapter. Defined terms remain defined terms whether or not capitalized.

ABANDONED FACILITY: A facility no longer in service or physically disconnected from

any other facility that is in use or still carries service. A facility is not abandoned unless declared so by the owner of the facility. A facility is not abandoned unless declared so by the right of way user.

APPLICANT: Any person requesting permission to excavate, place a utility service or obstruct a right-of-way.

CITY: The City of Empire, Minnesota. For purposes of section 3, City also means the City's elected officials, officers, employees, and agents.

COLLOCATE OR COLLOCATION**:** To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the ~~Township~~ City or other governmental unit.

COMMISSION: The S~~s~~tate P~~p~~ublic U~~u~~tilities C~~c~~ommission.

CONGESTED RIGHT-OF-WAY: A crowded condition in the subsurface of the public right-of- way that occurs when the maximum lateral spacing between existing underground facilities does not allow for construction of new underground facilities without using hand digging to expose the existing lateral facilities in conformance with Minnesota statutes section 216D.04, subdivision 3, over a continuous length in excess of five hundred feet (500').

CONSTRUCTION PERFORMANCE BOND: Any of the following forms of security provided at permittee's option:

A. Individual project bond;~~.~~
B. Cash deposit;
C. Security of a form listed or approved under Minnesota statutes section 15.73, subdivision 3;~~.~~
D. Letter of credit, in a form acceptable to the ~~Township~~City;~~.~~
E. Self-insurance, in a form acceptable to the ~~Township.~~City;
F. A blanket bond for projects within the ~~Township~~City, or other form of construction bond, for a time specified and in a form acceptable to the ~~Township~~City.

DEGRADATION: A decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

DEGRADATION COST: Subject to Minnesota rules 7819.1100, means the cost to achieve a level of restoration as determined by the ~~Township~~ City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the ~~Township~~ City to recover costs associated with the decrease in the useful life of the right of way caused by the excavation, and which equals the degradation cost.

DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit. ~~A delay penalty will not be imposed if the delay in project completion is due to circumstances constituting force majeure or when work is prohibited as unseasonable or unreasonable under section 16 of this chapter.~~

DIRECTOR: The director of the department of public works of the City, or his or her designee.

EMERGENCY: A condition that: a) immediately endangers the life or safety of persons; b) will cause an immediate threat of significant loss or injury to property; or c) requires immediate repair or replacement in order to restore service to customers.

EQUIPMENT: Any tangible asset used to install, repair or maintain facilities in any right-of-way.

EXCAVATE: To dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

EXCAVATION PERMIT: The permit issued by the ~~Township~~ City authorizing the permittee to excavate in a right-of-way as specifically described in the permit. Horizontal Directional Drilling (HDD) and other trenchless installation methods require the issuance of an excavation permit.

EXCAVATION PERMIT FEE: Money paid to the ~~Township~~ City by a permittee to cover the costs as provided in section 12 of this chapter.

FACILITY OR FACILITIES: Any tangible asset, including equipment, in the right-of-way, which is required to provide utility service.

HIGH DENSITY CORRIDOR: A designated portion of the right-of-way within which telecommunications right-of-way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

HOLE: An excavation having a length that is less than the width of the right-of-way for the section of the roadway where the work is occurring.

LOCAL REPRESENTATIVE: A local person or persons, or designee of such person or persons authorized by a registrant to accept legal notice or service and to accept communications and to make decisions for that registrant regarding all matters within the scope of this chapter.

MANAGEMENT COSTS: The actual costs the City incurs in managing its rights of way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right of way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right of way work; determining the adequacy of right of way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right of way or small wireless facility permits. Management costs do not include payment by a telecommunications right of way user for the use of the right of way, unreasonable fees of a third-party contractor used by the City including fees tied to or based on customer counts, access lines, or revenues generated by the right-of-way or for the City, the fees and cost of litigation relating to the interpretation of Minnesota Session Laws 1997, Chapter 123; Minn. Stat. §§ 237.162 or 237.163; or any ordinance enacted under those sections, or the City fees and costs related to appeals taken pursuant to Section 56.32 of this chapter.

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MAPPING INFORMATION: The information required in section 23 of this chapter.

OBSTRUCT: To place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

OBSTRUCTION PERMIT: The permit ~~issued by the Township authorizing the permittee to obstruct a right-of-way as specifically described in the permit.~~ which, pursuant to this chapter, must be obtained before a person may obstruct a right of way, allowing the holder to hinder free and open passage over the specified portion of that right of way, for the duration specified therein.

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OBSTRUCTION PERMIT FEE: Money paid to the ~~Township~~ City by a permittee to cover the costs as provided in section 12 of this chapter.

PATCH OR PATCHING: A method of roadway surface replacement or restoration that is temporary in nature and consists of: a) the compaction of the subbase and aggregate base; and b) the replacement, in kind, of the existing roadway surface for a minimum of two feet (2') beyond the edges of the excavation in all directions.

PAVEMENT: Any type of improved surface that is within the right-of-way and that is paved or otherwise constructed with bituminous, concrete, aggregate or gravel.

PERMIT: Has the meaning given "right-of-way permit" in Minnesota statutes section 237.162.

PERMITTEE: Any person to whom an excavation permit or obstruction permit has been issued by the ~~Township~~ City under this chapter.

PERSON: Any individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PUBLIC RIGHT-OF-WAY: The surface, air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, trail, avenue, boulevard, drive, court, concourse, bridge, tunnel, park, parkway, skyway, waterway, dock, bulkhead, wharf, pier, easement or similar property or waters within the ~~Township~~ City owned by or under control of the ~~Township~~City, or dedicated or otherwise conveyed to the ~~Township~~ City for general public use, including, but not limited to, any riparian right, which, consistent with the purposes for which it was created, obtained or dedicated, may be used for the purpose of installing, operating and maintaining utility service facilities. No reference herein to a "public right-of-way" shall be deemed to be a representation or guarantee by the ~~Township~~ City that its interest or other right to control or use such property is sufficient to permit its use for the purpose of installing, operating and maintaining utility service facilities.

PUBLIC RIGHT-OF-WAY USER: a) A telecommunications right-of-way user as defined by Minnesota statutes section 237.162, subdivision 4; or b) a person or entity owing or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the right-of-way.

REGISTRANT: Any person who: a) has or seeks to have its facilities located in any right-of-way, or b) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its

facilities in the right-of-way.

RESTORATION COST: The amount of money paid to the ~~Township~~ City by a permittee to achieve restoration requirements in accordance with plates 1 to 13 of the Minnesota public utilities commission rules.

RESTORE OR RESTORATION: The process, including patching, by which an excavated right- of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RIGHT-OF-WAY PERMIT: Has the same meaning as "permit," defined above.

RIGHT-OF-WAY USER: Defined as one of the following:

A. A telecommunications right of way user as defined by Minn. Stat., § 237.162, subd. 4; or
B. A person owning or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

SERVICE OR UTILITY SERVICE: Includes:

A. Those services provided by a public utility as defined in Minn. Stat. 216B.02, subds. 4 and 6;
B. Services of a telecommunications right of way user, including transporting of voice or data information;
C. Services of a cable communications systems as defined in Minn. Stat. ch. 238;
D. Natural gas or electric energy or telecommunications services provided by the ~~Township~~City;
E. Services provided by a cooperative electric association organized under Minn. Stat., ch. 308A; and
F. Water, and sewer, including service laterals, steam, cooling, or heating services.

SERVICE LATERAL: An underground facility that is used to transmit, distribute or furnish gas, electricity, communications, or water form a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises.

SMALL WIRELESS FACILITY**.** A wireless facility that meets both of the following qualifications:

A. Each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and ~~A~~all other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that has already been issued.

TELECOMMUNICATIONS RIGHT OF WAY USER. A person owning or controlling a

facility in the right of way, or seeking to own or control a facility in the right of way that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system defined and regulated under Minn. Stat. ch. 238, and telecommunication activities related to providing natural gas or electric energy services, a public utility as defined in Minn. Stat. § 216B.02, a municipality, a municipal gas or power agency organized under Minn. Stat. ch. 453 and 453A, or a cooperative electric association organized under Minn. Stat. ch. 308A, are not telecommunications right of way users for purposes of this chapter except to the extent such entity is offering wireless service.

TEMPORARY SURFACE: The compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation. It is temporary in nature except when the replacement is of pavement included in the City's two-year plan, in which case it is considered full restoration.

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~~TOWNSHIP: Empire Township, Minnesota. For purposes of section 28 of this chapter, Township means its elected officials, officers, employees and agents.~~

~~TOWNSHIP MANAGEMENT COSTS: The actual costs incurred by the Township for managing its public rights of way, including, but not limited to, costs associated with registering applicants; issuing, processing and verifying right-of-way permit applications; inspecting jobs sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed, including turf, sidewalks, trails and pavement, after providing notice and the opportunity to correct the work; revoking right-of-way permits; and creating and updating mapping systems. Management costs do not include payment by a telecommunications right-of-way user for the use of the right-of-way, the fees and cost of litigation relating to the interpretation in Minnesota Session Laws 1997, Chapter 123; Minnesota Statutes Section 237.162 or 237.163 or any ordinance enacted under those sections, or the Township fees and costs related to appeals taken pursuant to section 30 of this chapter.~~

TRENCH: An excavation having a length equal to or greater than the width of the right-of-way for the section of the roadway where the work is occurring.

UTILITY SERVICE: See SERVICE.

UTILITY POLE**.** A pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SERVICE. Any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the Ceity.

SECTION 4. ADMINISTRATION

4.01 The ~~Township~~ City Clerk Administrator is the principal ~~Township~~ City official responsible for the administration of the rights-of-way, right-of-way permits and the ordinances related thereto. The ~~Township~~ City Clerk Administrator may delegate any or all of the duties hereunder.

SECTION 5. FRANCHISE

5.01 The ~~Township~~ City may, in addition to the requirements of this chapter, require any person which has or seeks to have facilities located in any right-of-way to obtain a franchise, as allowed ~~to the full extent permitted~~ by law, now or hereinafter enacted.

SECTION 6. REGISTRATION AND RIGHT-OF-WAY OCCUPANCY

6.01 Registration: Each person who occupies, uses, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by contract, lease, sublease or assignment, must register with the ~~Township~~City. Registration will consist of providing application information and paying a registration fee.

6.02 Registration Prior To Work: No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the ~~Township~~City. A person seeking to install a new wireless support structure for the siting of a small wireless facility in a right-of-way in a district or areas zoned for single family residential uses, or in an established historic district, must also meet the conditions in Section 11.04 of this code.

6.03 Exceptions: Nothing herein shall be construed to repeal or amend the provisions of a ~~Township~~ City ordinance permitting persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right-of- way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this chapter. However, nothing herein relieves a person from complying with the provisions of the Minnesota Statute Chapter 216D, Gopher One Call Law.

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~~Nothing herein relieves a person from complying with the provisions of the Minnesota statutes chapter 216D, "gopher state one call" law.~~

SECTION 7. REGISTRATION INFORMATION

7.01 Information Required: The information provided to the ~~Township~~ City at the time of registration shall ~~be on the form approved by the Township and~~ shall include, but not be limited to:

A. Each registrant's name, ~~gopher state~~Gopher O~~o~~ne-~~-~~C~~e~~all registration number, address and e-mail address, if applicable, and telephone and facsimile numbers.

B. The local representative's name, address and e-mail address, if applicable, and telephone and facsimile numbers.

C. The local representative or designee shall be available for consultation at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration, including emergency information for the registrant's subcontractors.

D. The name, address and telephone number of the person(s) or entities, other than the applicant, to perform the project work or any portion thereof.

E. A Certificate of insurance or self-insurance:

1. Shall be on a form approved by the ~~Township~~City;

2. Shall verify that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the ~~Township~~City;

3. Shall verify that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the: 1) use and occupancy of the right-of-way by the registrant, its officers, agents, employees and permittees, and 2) placement and use of facilities in the right-of- way by the registrant, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from contracts, independent contractors, products and completed operations, damage of underground facilities and collapse of property;

4. Shall name the ~~Township~~ City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

5. Shall require that the ~~Township~~ City be notified thirty (30) days in advance of cancellation of the policy, nonrenewal or material adverse modification of a coverage term;

6. Shall indicate comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the ~~Township~~ City in amounts sufficient to protect the ~~Township~~ City and the public and to carry out the

purposes and policies of this chapter. The minimum amounts of coverage must equal or exceed the maximum liability limits set forth in Minnesota Statutes 466.04.

7. The ~~Township~~ City may require a copy of the actual insurance policies.

F. If the person is a corporation, a copy of the certificate required to be filed under Minnesota Statutes Section 300.06 as recorded and certified to by the secretary of state.

G. A copy of the person's order granting a certificate of authority from the Minnesota public utilities commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

7.02 Notice of Changes: The registrant shall keep all of the information listed above current at all times by providing to the ~~Township~~ City information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

SECTION 8. REPORTING OBLIGATIONS

8.01 Operations: Each registrant shall, at the time of registration and by January 1 of each year, file a construction and major maintenance plan for known underground utilities with the ~~Township~~City. Such plan shall be submitted using a format designated by the ~~Township~~ City and shall contain the information determined by the ~~Township~~ City to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights-of-way. The utility facility plans shall be kept up to date by the registrant. Facility plans which a utility identifies in writing to the ~~Township~~ City as being "trade secret information" will be treated as general nonpublic data in accordance with Minnesota Statues Section 13.37 if the data is within the statutory requirements for "trade secret information."

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The plan shall include, but not be limited to, the following information:

A. The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year in this section a "next-year project;" and

B. To the extent known, the tentative locations and estimated beginning and ending dates for all projects contemplated for the five (5) years following the next calendar year (in this section, a "5 year project").

It is the registrant's responsibility to keep informed on available plans.

8.02 Additional Next Year Projects: Notwithstanding the foregoing, the ~~Township~~ City will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the ~~Township~~ City if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

SECTION 9. PERMIT REQUIREMENTS

9.01 Permits Required: Except as otherwise provided in this code, no person may excavate, place a utility service or obstruct any right-of-way without first registering and having

obtained the appropriate right-of-way permit from the ~~Township~~ City to do so. The following permits may be required:

A. Excavation Permit: An excavation permit is required by a registrant to excavate that part of the right-of-way as specifically described in such permit and to hinder free and open passage over the specified portion of that right-of-way by placing facilities described therein, for the duration specified therein.

B. Obstruction Permit: An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of that right-of-way by placing facilities described therein, for the duration specified therein. An obstruction permit is required for any obstruction in connection with the installation, relocation, operation or maintenance of a utility service.

C. Small Wireless Facility Permit. A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion or the right of way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

9.02 Permit Extensions: No person may excavate, place a utility service or obstruct the right-of- way beyond the date or dates specified in the permit unless such person: 1) makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and 2) a new permit or permit extension is granted.

9.03 Delay Penalty: In accordance with Minnesota Rule 7819.1000 subparagraph 3 and not withstanding subsection B of this section, the ~~Township~~ City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching or restoration. The delay penalty shall be established from time to time by ~~Township board~~City Council resolution and shall include any delays or damages charged by the ~~Township's~~ City's construction contractor and may include liquidated damages consistent with the contract.

9.04 Permit Display: Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the ~~Township~~City.

SECTION 10. PERMIT APPLICATIONS

10.01 Application for a permit is made to the ~~Township~~ City on the form provided by the ~~Township~~City. Right-of-way permit applications shall contain and will be considered complete only upon compliance with the requirements of the following provisions:

A. Registration with the ~~Township~~ City pursuant to this chapter;

B. Submission of a completed permit application form, including all required attachments.

~~B.~~

C. Submission of a detailed description and drawing to a scale, as required by the

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~~Township~~City, showing the location and area of the proposed project and the location of all known existing and proposed facilities of the permittee in the project area. Drawings and descriptions shall include, but not be limited to, the identification of the obstructions to be placed, the size and depth of any excavation, the schedule for commencement and completion of the proposed project, the identification of the existing right-of-way, the location of existing sidewalks, trail ways and other improvements and the location and size of any trees impacted in the designated work area.

D. Payment of all money due the ~~Township~~ City for:

1. Permit fees, estimated restoration costs and other management costs;

2. Prior excavation or obstruction permits;

3. Any undisputed loss, damage, or expense suffered by the ~~Township~~ City because of applicant's prior excavations or obstructions of the right-of-way or any emergency actions taken by the ~~Township~~City.

4. Franchise fees or other charges, if applicable.

E. Payment of disputed amounts due the ~~Township~~ City by posting security or depositing in an escrow account an amount equal to at least one hundred ten percent (110%) of the amount owing.

~~E.~~F. Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the City deems the existing construction performance bond inadequate under applicable standards.

SECTION 11. ISSUANCE OF PERMIT; CONDITIONS

11.01 Permit Issuance: If the applicant has satisfied the requirements of this chapter, the ~~Township~~ City shall issue a permit. (1) within 90 days of receiving an excavation and/or obstruction permit application; (2) within 90 days of receiving an application to deploy a small wireless facility using a new wireless support structure; and (3) within 60 days of receiving an application to deploy a small wireless facility using an existing wireless support structure; unless tolled, or shall provide a written reason for denial of the application if the City believes the requirements herein have not been satisfied. The City may notify the applicant on or before the tenth day after submission that the application is materially incomplete and identify the missing information and regulation requiring the information. The applicable 90 day/60 day review period shall restart at zero on the date upon which the applicant submits all the documents and information identified by the city to render the application compete.

11.02 Conditions: The ~~Township~~ City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the public health, safety and welfare or, when necessary, to protect the right-of-way and its current and future use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560.

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A. Installation, placement, location and relocation of facilities shall comply with all federal, state and local laws.

B. Installation of all underground utilities shall be in accordance with the underground utilities regulations set forth in this section and all other applicable federal, state and local laws.

C. Precautions shall be taken as necessary to avoid creating unsafe and unsanitary conditions.

D. Project operations and work shall be conducted in a manner so as to ensure the least obstruction to and interference with present and continued use of the right-of-way.

E. Precautions shall be taken to assure the safety of the general public, employees, invitees and those who require access to abutting property, including appropriate signage.

F. The permittee shall notify abutting property owners with ~~a forty~~forty-eight (48) hour written notice prior to commencement of any permitted project with a copy of said notice provided to the City Clerk-Administrator within the notice timeline~~.~~

G. The permittee involved in underground projects shall register with ~~gopher state one call~~ Gopher One-Call and comply with the requirements thereof.

H. The permittee shall comply with the "Minnesota Manual On Uniform Traffic Control Devices" (MMUTCD) at all times during any project work and shall protect and identify excavations and work operations with barricade flags in the daylight hours and by warning lights at dusk and night.

I. The permittee shall comply with all conditions of the permit.

J. When any trail, sidewalk or driveway has been cut, ~~Township~~ City approved signage must be kept in place and maintained until restoration is complete.

K. The permittees shall provide proper trench protection as required by OSHA to prevent any cave in; injury to property or persons; or enlargement of the excavation.

L. Excavations, trenches and jacking pits off the roadway surface area or adjacent to the roadway or curbing shall be sheathed and braced. When unattended, all excavations, trenches and jacking pits shall be secured and protected to prevent surface drainage and access by unauthorized persons.

M. The permittee shall protect the root growth of trees and shrubbery located within the right-of-way and adjacent thereto.

N. The permittee shall coordinate project work and installation of facilities in co-locations involving other right-of-way users.

O. The permittee shall maintain access to all properties and cross streets during project work, including emergency vehicle access.

P. The permittee shall physically locate property lines abutting the project work. The permittee shall replace, with the services of a Minnesota licensed surveyor, any property corners or monuments disturbed as a result of the project.

Q. The permittee shall complete restoration of the right-of-way in conformance with this section.

R. No permittee, or any agent, subcontractor or employee thereof, shall use lugs (steel tracks) on any roadway surfaces.

S. The permittee shall remove daily, or as required by the ~~Township~~City, all dirt or debris from sidewalks, trails, public and private roadways and curbs and gutters during project work.

T. The permittee shall obtain all other necessary permits, licenses and approvals, pay all required fees therefore and comply with all requirements of local, state and federal laws.

U. The permittee shall not do any work outside the project area as specified in the permit.

V. The permittee shall conduct a public informational meeting for all major projects as deemed necessary by the ~~Township~~City.

~~V.~~W. Utility installations within a street right-of-way for which a street has been recently rehabilitated or constructed shall not take place for at least 18 months after the date of rehabilitation or construction completion, except for emergency situations or as otherwise approved by the City engineer.

11.03 Small Wireless Facility Conditions. In addition to subdivision 2, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

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

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

C. No wireless facility may extend more than 10 feet above its wireless support structure.

D. Where an applicant proposes to install a new wireless support structure in the right-of-

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way, the ~~Township~~ City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.

E. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the ~~Township~~ City may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.

F. Where an applicant proposes to replace a wireless support structure, the ~~Township~~ City may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

11.04 Conditions for locating small cell wireless facilities in residential and historical districts:

A. Height of all facilities shall not exceed the average height of all structures on the block or the maximum height of structures allowed in the district, whichever is less.

B. All facilities shall be located in the right-of-way in the area defined by the side yard drainage and utility easement area. If an area does not have drainage and utility easements then the facilities shall be within five feet (5') of a side property line.

C. All facilities within any front or rear setback areas shall be located closest to the property line, furthest from the road centerline as possible, but no further back from the curb or any sidewalk or trail than ten feet (10').

D. All facilities shall be located as near as practicable to intersections.

E. All facilities shall be located to the extent practicable on existing poles and other structures currently in the right-of-way.

F. Other conditions unique to the proposed placement of facilities in the right-of-way may be attached to protect the health, safety and welfare of neighboring properties, other users of the right-of-way, and the public.

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

A. Up to $150 per year for rent to collocate on the ~~Township~~ City structure.

B. $25 per year for maintenance associated with the collocation;

C. A monthly fee for electrical service as follows:

1. $73 per radio node less than or equal to 100 maximum watts;

2. $182 per radio node over 100 maximum watts; or

3. The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the ~~Township~~ City and applicant,

11.06 County or State Right-of-way: Any right-of-way user who is required to obtain any county or state permit for excavation or obstruction in any Dakota County or State of Minnesota ~~department of transportation~~ right-of-way must provide notification of permitting to the ~~Township~~ City within one week of obtaining the permit but no less than forty-eight (48) hours before the excavation would begin.

SECTION 12. ACTION ON SMALL WIRELESS FACILITY PERMIT APPLICATIONS

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

12.02 Consolidated Applications. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:

A. are located within a two-mile radius;

B. consist of substantially similar ~~equipment~~facilities; and

C. are to be placed on similar types of wireless support structures.

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

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

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

B. The applicant fails to submit all required documents or information and the ~~Township~~ City provides written notice of incompleteness to the applicant within 30 days of

receipt the application. Upon submission of additional documents or information, the ~~Township~~ City shall have ten days to notify the applicant in writing of any still-missing information.

C. The ~~Township~~ City and a small wireless facility applicant agree in writing to toll the review period.

SECTION 13. PERMIT FEES

13.01 The ~~fee schedule for obstruction and excavation permit fees is as follows~~fees for all permits are as follows. The ~~Township Board~~City shall periodically review and approve the fee schedule for permits issued under this Chapter, with the corresponding fee amounts identified in the City's Fee Schedule Ordinance. All fees are to recover ~~Township~~ City management costs, plan reviews, degradation costs, if applicable, and administrative costs.

13.02 Fees:

A. Excavation Permit Fee~~:~~ ~~$180.00 plus $0.25 per lineal foot for each excavation foot over 2,640 feet.~~

B. Obstruction Permit Fees (per obstruction)~~:~~ ~~$90.00~~

C. Delay Penalty~~:~~ ~~$80.00~~

D. Small Wireless Facility Permit Fee. The ~~Township~~ City shall impose a small wireless facility permit fee in an amount sufficient to recover:

1. Management costs, and;

2. ~~Township~~ City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

13.03 Payment of Permit Fees: No Excavation Permit or Obstruction Permit shall be issued without payment of Excavation or Obstruction permit fees. ~~The Township may allow the applicant to pay such fees within thirty (30) days of billing.~~

13.04 Non-refundable: Permit fees that were paid for a permit that the ~~Township~~ City has revoked for a breach as state in Section 16 are not refundable.

13.05 Application to Franchise~~d~~s: Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user.

SECTION 14. RIGHT-OF-WAY PATCHING AND RESTORATION

14.01 Timing: The work to be done under the right-of-way permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances constituting force majeure or when work was prohibited as unseasonable or unreasonable under Section 16.

Commented [CS2]: Increase to $225

14.02 Temporary Surfacing, Patch and Restoration: Permittee shall patch its own work, restore the right-of-way and assume all costs therefore unless otherwise agreed upon.

A. ~~Township~~ City Restoration: If the ~~Township~~ City restores any part of the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, the ~~Township~~ City restores only the surface of the right-of-way and during the twenty-four (24) months following such restoration, the pavement settles, the permittee shall pay to the ~~Township~~City, within thirty (30) days of billing, all costs related to restoring the right-of-way or associated with having to correct the defective work, which may include removal and replacement of any or all work done by the permittee. These costs shall include administrative, overhead mobilization, material, labor and equipment.

B. Permittee Restoration: If the permittee restores the right-of-way, the ~~Township~~ City may require, and the permittee shall provide at the time of application for the right-of-way permit, ~~a Township specified type of~~ security, in accordance with PUC rules, to cover the cost of repair and restoration. This security shall be in the amount of 110% of all restoration improvement costs as determine~~d~~s by the ~~Township~~ City Engineer.

14.03 Standards: The permittee shall perform excavation, backfilling, patching and restoration according to the standards and with the materials specified by the ~~Township~~City, and shall comply with Minnesota Rule 7819.1100, within seven (7) days of completion of the work for any given area. Sod and/or seed must be maintained util it is established with sufficient uniform growth, as identified and accepted by the City. The ~~Township~~ City shall have the authority to prescribe additional restoration procedures and standards on a ~~case by case~~case-by-case basis based on the following considerations:

A. the number, size, depth and duration of the excavation, disruption or damage to the right- of-way;

B. the traffic volume carried by the right-of-way;

C. the character of the neighborhood surrounding the right-of-way;

D. the pre-project condition of the right-of-way;

E. the remaining life-expectancy of the right-of-way due to the project;

F. whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right-of-way that would otherwise result from the excavation, disturbance or damage to the right-of-way; and

G. the likelihood that the particular method of restoration would be effective in slowing the depreciation of the right-of-way that would otherwise take place.

~~**14.04** Duty to Correct Defects: The permittee shall guarantee its work and restoration of the right-of-way and maintain it for twenty-four (24) months following its completion. The obligation is limited to twelve (12) months for plantings and turf establishment. During this 24- month period, the permittee shall, upon notification from the Township, correct all~~

Commented [RT3]: Minn Rules, 7819.0100, subp 6 and 7829.3000 say the type of security provided is to be determined by the ROW user. There are a number of cities that dictate the type of security without opposition from local utilities, but it is my understanding that Xcel will only provide a performance bond.

Commented [CS3R2]: Removed "City specified"

Commented [RT4]: Applicable law does not authorize cities to require utilities to guarantee their ROW restoration work, and Minn Rules, 7819.1100, subp. 3 (Degradation fee) provides: "A right-of-way user may elect to pay a degradation fee in lieu of restoration. However, the right-of-way user shall remain responsible for replacing and compacting the subgrade and aggregate base material in the excavation and the degradation fee must not include the cost to accomplish these responsibilities." If ROW users can elect not to restore the ROW at all, city authority to require a ROW user guarantee its restoration work seems doubtful.

However, because this is a common requirement for developers/new development, some cities seek this type of guarantee from utilities. I am not sure of Xcel or other large utilities' position on these types of requirements. I suspect they will refuse to comply.

Commented [CS4R2]: Should we delete this section?

Commented [RT4R3]: Yes, that's my recommendation, even though some cities require it, and get away with that.

~~defects in Patching or restoration to the extent necessary, using the method required by the Township. Said work shall be completed within five (5) working days of the receipt of the notice from the Township, not including days during which work cannot be done because of circumstances constituting force majeure or when work is prohibited as unseasonable or unreasonable under Section 16.~~

~~14.05~~14.04 Failure to Restore: If the permittee fails to restore the right-of-way in the manner and to the condition required by the ~~Township~~City, or fails to satisfactorily and timely complete all repairs required by the ~~Township~~City, the ~~Township~~ City shall notify the permittee in writing of the specific alleged failure or failures and shall allow the permittee at least five (5) working days from receipt of the notice to cure the failure or failures, or to respond with a plan to cure. In the event the permittee fails to cure or fails to respond with a plan to cure or fails to respond to the notice, the ~~Township~~ City may, at its option, perform or cause to be performed the necessary work and the permittee shall pay to the ~~Township~~City, within thirty (30) days of billing, the const of restoring the right-of-way. If permittee fails to pay as required, the ~~Township~~ City may exercise its rights and draw from the ~~Township~~ City specified security.

SECTION 15. JOINT APPLICATIONS

15.01 Joint Application: Registrants may jointly apply for permits to excavate, place utility service or obstruct the right-of-way at the same place and time.

15.02 Shared Fees: Registrants who apply for permits for the same excavation or obstruction permit action, which the ~~Township~~ City does not perform, may share in the payment of the excavation or obstruction permit fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

15.03 ~~Township~~ City Construction Projects: Registrants who join in a scheduled excavation or obstruction permit action coordinated with a ~~Township~~ City construction project ~~by the Township~~, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the excavation or obstruction portions of the permit fee, but a permit is still required.

SECTION 16. SUPPLEMENTARY APPLICATIONS

16.01 Limitation on Area: A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be excavated or obstructed must before working in that greater area (i) make application for a permit extension and pay any additional fees required thereby, and (ii) be granted a new permit or permit extension. ~~The Township may orally waive the requirement for a permit extension or the payment of an additional fee. The Township shall maintain a written record or any waivers granted.~~

16.02 Limitation on Dates: A right-of-way permit is valid only for the dates specified in the permit. The ~~Township~~ City Engineer has the authority to determine the appropriate timeframe for the work proposed. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional

time it ~~needs, and~~needs and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be ~~done~~ submitted before the permit end date. ~~The Township may orally waive the requirement for a permit extension for the payment of an additional fee. The Township shall maintain a written record of waivers granted.~~

SECTION 17. OTHER OBLIGATIONS

17.01 Compliance with Other Laws: Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the ~~Township~~ City or other appropriate jurisdiction or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including road load restrictions, and Minnesota Statute 216D (Gopher State One Call) and Minnesota Rules Chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

17.02 Prohibited Work: Except in an emergency or with the approval of the ~~Township~~City, no right- of-way excavation or obstruction may be done when seasonally prohibited or when conditions are unreasonable for such work.

17.03 Interference with Right-of-Way: A permittee shall not obstruct a right-of-way, except as expressly authorized by the permit, so as to hinder the natural free and clear passage of water through the gutters, culverts, ditches, tiles or other waterways. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with ~~Township~~ City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit. ~~Traffic control shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) and its field manual and any written directions of the Township.~~

17.04 Trenchless Excavation: As a condition of all applicable permits, permitees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes Chapter 216D and Minnesota Rules Chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the director.

SECTION 18. DENIAL OF PERMIT

18.01 The ~~Township~~ City may deny a permit for failure to meet the requirements and conditions of this Chapter or if the ~~Township~~ City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current and future use. ~~The Township~~ City ~~may deny a permit if the utility has failed to comply with previous permit conditions. The Township~~ City ~~may withhold issuance of a permit until conditions of previous permits are complied with.~~

18.02 Procedural Requirements**:** The denial or revocation of a permit must be made in writing and must document the basis for the denial. The City must notify the applicant or right-of-way user in writing within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the

Commented [RT5]: Failure to comply with a prior permit is not identified in applicable law as a basis for denying future permits. In general, if Xcel or another large utility is seeking a permit for new work after having allegedly violated prior permit conditions, that violation is likely to be disputed. Denying additional permits until that dispute is resolved is very likely to result in litigation.

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City and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The City must approve or deny the resubmitted application within 30 days after submission.

SECTION 19. INSTALLATION REQUIREMENTS

19.01 The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100, 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes, Sections 237.162 and 237.162. Installation of service laterals shall be performed in accordance with Minnesota Rules Chapter 7560 and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the ~~Township~~ City in the applicable permits and/or agreements referenced in Section 23 of this ordinance.

SECTION 20. INSPECTION

20.01 Notice of Completion: When the work under any permit hereunder is completed, the permittee shall notify the ~~Township~~ City and furnish a completion certificate in accordance with Minnesota Rule 7819.1300.

20.02 Site Inspection: The permittee shall make the work-site available to the ~~Township~~ City and to all others authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

20.03 Authority of ~~Township~~City:

A. At the time of inspection the ~~Township~~ City may order the immediate cessation and correction of any work, which poses a serious threat to the life, health, safety or well-being of the public.

B. The ~~Township~~ City may issue an order to the permittee for any work which does not conform to the terms of the permit or other applicable standards, rules, laws, conditions or codes so long as the nonconformance constitutes a "substantial breach" as set forth in Minnesota Statute 237.163, subd. 4(c)(1-5). The order shall state that failure to correct the violation will be cause for revocation of the permit. Within a reasonable time after issuance of the order, the permittee shall present proof to the ~~Township~~ City that the violation has been or will be corrected within a time period set forth by the ~~Township~~ City in the order. If such proof has not been presented within the required time, the ~~Township~~ City may revoke the permit pursuant to Section 22.

C. The cost of all inspections and any action required by the ~~Township~~ City shall be paid by the permittee.

SECTION 21. WORK DONE WITHOUT A PERMIT

21.01 Emergency Situations: Each registrant shall immediately notify the ~~Township~~ City of any event regarding its facilities that it considered to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency or as directed by

the ~~Township~~City. Excavators notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency the registrant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this Chapter for the actions it took in response to the emergency. ~~The permittee requirements shall not apply if the repair is caused by another permittee's work in the right-of-way.~~

If the ~~Township~~ City becomes aware of an emergency regarding a registrant's facilities, the ~~Township~~ City will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the ~~Township~~ City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

21.02 Non-Emergency Situations~~: Except~~: Except in an emergency, any person who, without first having obtained the necessary permit, excavates or obstructs a right-of-way must subsequently obtain a permit, deposit with the ~~Township~~ City the fees necessary to correct any damage to the right- of-way and comply with all the requirements of this Chapter.

SECTION 22. SUPPLEMENTARY NOTIFICATION

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

SECTION 23. REVOCATION OF PERMITS

23.01 Substantial Breach: The ~~Township~~ City reserves its right, as provided herein, to revoke any right-of-way permit, without a fee refund, if there is substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit, including a threat to the safety of workers, right-of-way users or utility users. A substantial breach by the permittee shall include, but shall not be limited to, the following:

A. The violation of any material provision of the right-of-way permit or ~~Township~~ City code;

B. An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the ~~Township~~ City or its citizens;

C. Any material misrepresentation of fact in the application for a right-of-way permit;

D. The failure to maintain the required security and/or insurance;

E. The failure to complete the work within the time specified in the permit; unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control;

F. The failure to correct, in a timely manner, work that does not conform to a

condition indicated on an order issued pursuant to Section 19 of this chapter; or

G. The failure of the utility to pay any required costs, fees, or charges billed by the ~~Township~~City.

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

23.03 Response t~~T~~o Notice o~~O~~f Breach: Within ~~five (5) working days~~twenty-four (24) hours of receiving a written notification of the breach from the ~~Township~~City, the permittee shall provide the ~~Township~~ City with a plan acceptable to the ~~Township~~ City that will cure the breach. The permittee's failure to ~~so~~ contact the ~~Township~~City, or the permittee's failure to submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit.

23.04 Reimbursement o~~O~~f ~~Township~~ City Management Costs: If a permit is revoked, the permittee shall reimburse the ~~Township~~ City for the ~~Township's~~ City's reasonable costs, including removal and restoration costs, incurred in connection with the revocation.

23.05 Revoked Permit: If the ~~Township~~ City revokes a permittee's permit for breach of this chapter, the permittee will not be allowed to excavate or obstruct within the ~~Township~~ Cityright-of-way until the breach situation is corrected to the satisfaction of the ~~Township~~ City and the permit is reissued.

23.06 Cause for probation. From time to time, the ~~Township~~ City may establish a list of conditions of the permit, which if breached will automatically place the permittee on probation for one full year, such as, but not limited to, working out of the allotted time period or working on right-of-way grossly outside of the permit authorization.

23.07 Automatic Revocation. If a permittee, while on probation, commits a breach as outlined above, permittee's permit will automatically be revoked and permittee will not be allowed further permits for one full year, except for emergency repairs. Notice of the revocation shall be mailed to the permittee within three (3) business days of the decision.

SECTION 24. MAPPING DATA

24.01 Information Required: Each registrant and permittee shall provide ~~project~~ mapping data in accordance with Minnesota rules. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the City accurate maps and drawings certifying the "as-built" location of all ~~equipment~~facilities, including the following ~~and as follows~~:

A. The location of applicant's mains, cables, conduits, switches and related equipment and facilities, identified by:

1. Offsets from property lines, distances from the centerline of the right-of-way

and curb lines and/or other reference points as determined by the ~~Township~~City.

2. Coordinates derived from the Dakota County coordinate system. The information shall be supplied in an electronic file using a .dwg or .dxf format.

3. Any other system agreed upon by the right-of-way user and the ~~Township~~City.

B. The type, quantity and size of the ~~equipment~~facilities;

C. A dimensional description of aboveground appurtenances;

D. A legend explaining symbols, characters, abbreviations, scale and other data shown on the map; and

E. The location of any facilities that were abandoned in conformance with Minnesota statutes.

24.02 Service Laterals: All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals, and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence, satisfactory to the director, of the installed service lateral locations. Compliance with this ~~subdivision~~ subpart 2 and with applicable Gopher State One Call law and Minnesota Rules governing service laterals install after December 31, 2005 shall be a condition of any ~~Township~~ City approval necessary for 1) payments to contractors working on a public improvement project including those under Minnesota Statutes Chapter 429, and 2) ~~Township~~ City approval of performance under development agreements, or other subdivision or site plan approval under Minnesota Statutes Chapter 462. The director shall reasonably determine the appropriate method of providing such information to the ~~Township~~City. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending permittee or its subcontractors.

~~**24.03** Submittal Requirements:~~

Commented [CS6]: No longer applicable.

~~A. Within six (6) months after the effective date of this chapter, all right-of-way users who own or control facilities within the right-of-way on the effective date of this chapter shall submit detailed mapping data in accordance with this section for all facilities and equipment located within the right-of-way. Following initial mapping, all right-of-way users shall submit detailed mapping data within ninety (90) days following completion of any work pursuant to a permit, for all new facilities located within the right-of-way.~~

~~B. At the request of any right-of-way user, information required by the Township, which qualifies as "trade secret" data under the Minnesota data practices act, shall be protected accordingly.~~

SECTION 25. LOCATION AND RELOCATION OF FACILITIES

25.01 Placement, Location and Relocation: Placement, location and relocation of facilities must comply with Minnesota Statutes, with other applicable law and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

25.02 Corridors: The ~~Township~~ City may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, as a best management practice for each type of facility or equipment that is, or, pursuant to current technology, the ~~Township~~ City expects will someday be located, within the right-of-way. All excavation, obstruction, or other permits issued by the ~~Township~~ City involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

Any registrant who has facilities in the right-of-way in a position of variance with the corridors established by the ~~Township~~ City shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, to prevent interference with ~~Township~~ City use of the right-of-way, unless this requirement is waived by the ~~Township~~ City for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the registrant.

25.03 Limitation Of Space: To protect health, safety and welfare or when necessary to protect the right-of-way and its current use, the ~~Township~~ City shall have the power to use best management practices to prohibit or limit the placement and location of new or additional facilities within the right-of-way. In making such decisions, the ~~Township~~ City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's need for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future ~~Township~~ City plans for public improvements and development projects which have been determined to be in the public interest.

25.04 Relocation o~~O~~f Facilities: A right-of-way user shall promptly and at its own expense, unless otherwise specified in an existing franchise, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right-of-way when it is necessary to prevent interference, and not merely for convenience of the ~~Township~~City, in connection with: 1) a present or future ~~Township~~ City use of the right-of-way for a public improvement, 2) the public health or safety, or 3) the safety and convenience of travel over the right-of-way. The right-of-way user shall restore any rights of way in accordance with this chapter.

A right-of-way user is not required to remove or relocate its facilities from a right-of-way that has been vacated in favor of a nongovernmental entity unless the reasonable costs to do so are first paid to the right-of-way user.

25.05 Undergrounding: Unless otherwise permitted by an existing franchise, or unless existing aboveground ~~equipment~~facilities ~~is~~are repaired or replaced, or unless infeasible such as in the provision of electric service at certain voltages, new construction, the installation of new ~~equipment~~facilities and the required relocation of old ~~equipment~~facilities in the right-of-way must be located or relocated and maintained underground in accordance with Section 11

Commented [RT7]: Para H properly indicates that the City's authority is limited by the "plates" adopted by the PUC which reflect certain engineering standards for buried facilities. I am not sure that the requirements of paras E, F, and G are consistent with the "plates." As you implement these regulations, make sure that you do not exceed the "plates" requirement.

In addition, paras C and D would require fiber to be installed in conduit. There is no express authority in state law for cities to require conduit and some providers will oppose this requirement. The question has not been litigated. I am unsure how many cities impose a general conduit requirement this way as opposed to imposing this requirement on a case-by-case basis as permits are issued.

Commented [CS7R2]: Keeping paragraph D. We can still request conduit?

Commented [RT7R3]: Yes. You can certainly request conduit.

of this title. The permittee shall comply with the following requirements when installing underground facilities:

A. Underground facilities shall, where reasonably possible, be installed outside the paved or surfaced area. If unable to install outside the surfaced area, the installation shall be as close to the roadway surface as possible to allow access thereto without unnecessarily disturbing paved areas of the roadway;

B. Right-of-way alignment and grade shall be maintained;

C. Fiber facilities shall be buried in a proper conduit and at a depth of no less than three feet (3') deep and no more than four feet (4'); copper facilities below concrete or bituminous paved roadway surfaces shall be buried no less than three (3') deep and no more than four feet (3') deep, and all other copper facilities, except ~~Township~~ City owned facilities, shall be buried no less than thirty inches (30") deep and no more than four feet (4') deep;

D. All underground facilities which cross streets or hard surfaced driveways shall be bored and installed in conduit when requested by the ~~Township~~City. Gas does not need to be installed in conduit;

E. When required, the permittee shall excavate an observation hole over a ~~Township~~ Citiy utility to ensure that a ~~Township~~ City utility is not damaged;

F. If the project work involves an open cut, the permittee shall install visual tracers twelve (12") over buried facilities. If other construction methods are used, substitute location methods may be used upon approval by the ~~Township~~City;

G. During plowing or trenching of facilities, a warning tape shall be placed at a depth of twelve inches (12") above copper cables with over two hundred (200) pairs and fiber facilities and a locating wire or conductive shield shall be installed above buried telecommunication facilities, except for dielectric cables;

H. Restoration of areas disturbed by facilities will include returning the right-of-way to the same condition that existed before excavation as per Minnesota Rules 7819.1100. Subject to this standard, plates 1 to 13, shown in parts 7819.9900 to 7819.9950, indicate maximum limits of restoration methods and area requirements the ~~Township~~ City can impose when a right-of-way user excavates in the right-of-way. The ~~Township~~ City and right-of-way user may agree to a lesser requirement. The right-of-way user is responsible for all of its work done in the right-of-way, whether by employees, agents or independent contractors. All levels of restoration include compaction of the materials placed in the excavation of the sub grade and aggregate base, plus pavement replacement, in kind. If required by the ~~Township~~City, all work must be performed according to the ~~Township's~~ City's specifications and drawings;

I. All facilities shall be located so as to not interfere with existing and potential future traffic signals and signs;

J. Unless approved by the ~~Township,~~City all aboveground appurtenances shall be located no closer than ten feet (10') to ~~Township~~ City hydrants, waterline valves, manholes, lift stations and catch basins; not in front of or within usual sight lines of any ~~Township~~ City sign, monument or amenity for facilities or parks; and no closer than two feet (2')

from sidewalks and trails;

K. Underground facilities shall not be installed between a hydrant and an auxiliary valve;

L. Where utility easements exist beyond the roadway surface area of the right-of-way and space is available therein, underground facilities shall not be installed within five feet (5') of hydrants, waterline valves, lift stations, manholes or catch basins. In those areas in which no utility easement exists, placement of an underground facility shall be between the edge of the pavement and no closer than three feet (3') to an existing ~~Township~~ City utility appurtenance, unless approved by the ~~Township~~City;

M. The location and installation of telecommunications facilities shall comply with the national electrical safety code, as incorporated by reference in Minnesota statutes.

SECTION 26. PRE-EXCAVATION FACILITIES LOCATION

26.01 In addition to complying with the requirements of Minnesota Statutes 216D.01-.09 (Gopher State One Call) before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal placement of all said facilities. Any registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

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SECTION 27. DAMAGE TO OTHER FACILITIES

Commented [RT8]: I'm unaware of any authority to make a ROW user liable for damages to improvements installed in the ROW by abutting owners (sprinklers, invisible fences, etc.) And that is unworkable since when the utility obtains a facilities locate from Gopher One, those kinds of facilities will not be noted/located and there will be no way for the ROW user to know they are there. This provision should be limited to the facilities that would be discovered under 216D.

27.01 The provisions of Minnesota Statutes 216D shall apply to all situations involving damages to facilities during excavation operations. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages. T~~his provision includes costs for damages to boulevard amenities, such as irrigation systems and invisible fences, placed by property owners.~~ It is the registrant's responsibility to provide immediate notice of such damages to the affected property owners. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the ~~Township's~~ City's response to an emergency occasioned by that registrant's facilities.

SECTION 28. RIGHT-OF-WAY VACATION

28.01 Reservation of Right: If the ~~Township~~ City vacates a right-of-way that contains the facilities of a registrant, the registrant's right in the vacated right-of-way are governed by Minnesota Rule 7819.3200~~ and other applicable laws~~.

SECTION 29. INDEMNIFICATION AND LIABILITY

29.01 Limitation of Liability: By registering with the ~~Township~~City, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the ~~Township~~ City for any liability for: 1) injuries to person, damage to property or loss of service claims by parties other than the registrant or the ~~Township~~City, or 2) claims or penalties of any sort resulting from the installation, presence, maintenance or operation of equipment or facilities by registrants or permittees or activities of registrants or permittees.

29.02 Indemnification: By registering with the ~~Township~~City, a registrant agrees, or by accepting a permit under this chapter, a permittee is required to indemnify, keep and hold the ~~Township~~ City free and harmless from any and all costs, specifically including attorney fees and other costs and expenses of defense, liabilities and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its equipment and facilities, or out of any activity undertaken in or near a right-of-way, whether or not any act or omission complaint of is authorized, allowed or prohibited by a right-of-way permit. The foregoing does not indemnify the ~~Township~~ City for its own negligence except for claims arising out of or alleging the ~~Townships~~ City's negligence where such negligence arises out of or is primarily related to the presence, installation, construction, operation, maintenance or repair of said ~~equipment~~facilities by the registrant or on the registrant's behalf, including, but not limited to, the issuance of permits and inspection of plans or work. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the registrant, permittee or the ~~Township~~City, and the registrant or permittee, in defending any action on behalf of the ~~Township~~City, shall be entitled to assert in any action every defense or immunity that the ~~Township~~ City could assert in its own behalf. In defending the ~~Township~~City, any registrant or permittee shall obtain the consent of the ~~Township board~~City Council before any settlement shall be enforced.

SECTION 30. ABANDONED OR UNUSABLE FACILITIES

30.01 Discontinued Operations: A registrant who has determined to discontinue all or a portion of its operations in the ~~Township~~ City must provide information satisfactory to the ~~Township~~ City that the registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another registrant.

30.02 Removal: Any registrant who has abandoned or unusable facilities in any right-of-way shall remove it from that right-of-way ~~if required in conjunction with other right-of-way repair, excavation or construction~~ unless the ~~Township~~ City waives this requirement.

SECTION 31. APPEAL~~S~~

31.01 A right-of-way user that: a) has been denied registration; b) has been denied a permit; c) has had permit revoked; or d) believes that the fees imposed are invalid may have the denial, revocation, or fee imposition reviewed; or e) disputes a determination of the director regarding Section 23 of this ordinance may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the ~~Township Board~~City Council. The ~~Township Board~~City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the ~~Township Board~~City Council affirming the denial, revocation, or fee imposition or decision reviewed, will be in writing and supported by written findings establishing the reasonableness of the decision.

SECTION 32. FUTURE USES

32.01 In placing any ~~equipment~~facilities, or allowing it to be placed in the right-of-way, the ~~Township~~ City is not liable for any damages caused thereby to any registrant's ~~equipment~~facilities that is already in place. No registrant is entitled to rely on the provisions of the Chapter and no special duty is created as to any registrant.

Commented [RT9]: The term used earlier in this ordinance, and used normally, is "facilities" not "equipment." Equipment is what is used to do work in the ROW, and facilities are what get put in the ROW. I have tried to identify places where the term "equipment" is misused and make those corrections.

SECTION 33. RESERVATION OF REGULATORY AND POLICE POWERS

33.01 A permittee's or registrant's rights are subject to the regulatory and police powers of the ~~Township~~ City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

SECTION 34. SEVERABILITY

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

SECTION 35. PENALTY FOR VIOLATION

35.01 A person shall be subject to a ~~fee or~~ delay penalty for violation of this Chapter when a person is obstructing the right-of-way beyond the date specified in the permit, is performing non-emergency work in the right-of-way without having been issued a permit or when a person causes the ~~Township~~ City to incur costs as a result of actions or inaction of the person. Additional penalties for violation of this ordinance are listed in Section 23.06 and 23.07.

SECTION 36. EFFECTIVE DATE

This ordinance will take effect and be in force after its passage and official publication. Adopted this ~~22nd day of November, 2022~~ by the ~~Town Board~~City Council of Empire ~~Township~~, Minnesota.

~~Terry Holmes, Chair~~Melanie Lee, Mayor

ATTEST:

Charles Seipel-Teng, Clerk-~~Treasurer~~Administrator

~~Official summary~~Summary published in the Dakota County Tribune on ~~December 2, 2022~~.

Commented [RT10]: Under MS 237.163, subd. 6, fees imposed are limited to actual costs including any amount the ROW user causes the local government to incur. However, the Mn MPUC was also authorized to enact rules and they provided for "delay penalties" not associated with costs incurred:
7819.1000 FEES AND PENALTIES.

Subp. 3. Delay penalty.
A local government unit may establish and impose a reasonable penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty must be established from time to time by resolution of the local government unit's governing body. A delay penalty must not be imposed if the delay in project completion is due to circumstances beyond the control of the applicant, including without limitation inclement weather, acts of God, or civil strife.

Commented [CS10R2]: I limited language to "delay penalty"

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Commented [RT11]: There is no express authorization for a 'fee" for doing work without a permit. Rather, this is dealt with by criminal prosecution.

CITY OF EMPIRE

Permit to work within city property/right-of-way

Excavation ☐ Obstruction ☐

1. Location _____
   (Street and property address or legal description, or distance and direction from nearest public street intersection)
2. Nature of Work _____
3. Indicate below items to be affected/disturbed and include information on drawing or plan of work to be done.

☐ Curb & Gutter	☐ Street Surface
☐ Trail/Sidewalk	☐ Tree
☐ Pond/Wetland	☐ Public Utility (sewer, water)
☐ Traffic Control Device/Sign	☐ Private Utility (electric, gas, etc.)
☐ Drainage	☐ Other _____
☐ Structure/Building	

4. Method of Installation or Construction _____
   (Attach a detailed description and scaled drawing of the project and project work including identification of obstructions/structures to be placed and size and depth of excavation.)
5. Work to start on or after _____ and shall be completed by _____ unless an extension is granted.
   Extension is granted to _____(date) by _____ (staff).
6. Will lane closure or detouring of traffic be necessary? _____ If yes, state duration and suggested route for each instance: (attach detour map)_____
   _____
   All detour plans are required as part of this permit and must be pre-approved in writing by the Engineering Department. The City Engineer shall be notified in writing at least 4 working days in advance of any approved detour being established, changed, or discontinued.

APPLICATION INFORMATION (Please Print):
Gopher State One Call Registration Number_____
Name _____ Phone _____
E-mail _____ Fax _____
Address _____
STREET CITY STATE ZIP

LOCAL REPRESENTATIVE INFORMATION (Please Print):
Name _____ Phone _____
E-mail _____ Fax _____
Address _____
STREET CITY STATE ZIP
Emergency (24 Hr.) Phone:

PARTY OR ORGANIZATION PERFORMING WORK (Please Print):
Gopher State One Call Registration Number_____
Name _____ Phone _____
Address _____
STREET CITY STATE ZIP

Applicant shall inform the Empire City Engineer in writing of the actual completion date.

The undersigned herewith accepts the terms and conditions of this permit by the City of Empire as herein contained and agrees to fully comply therewith to the satisfaction of the City of Empire. The undersigned also declares that he/she has read, understands, and will comply with all relevant City Ordinances and all Right-of-Way Regulations. **A Certificate of Insurance or Self Insurance verifying coverage has been provided to the City.** (City of Empire to be named as additional insured.)

Signed_____ Title_____ Date_____

AUTHORIZATION OF PERMIT (for City use only) DATED_____
FINANCIAL SECURITY AMOUNT: $_____ TYPE_____ (Cash or LOC)
Fee $ _____ Receipt # _____ Permit # _____
In consideration of agreement to comply in all respects with the regulations and codes of the City of Empire covering such operations, and pursuant to authorization duly given by said City, permission is hereby granted for the work to be done as described in the above application with said work to be done in accordance with special provisions as hereby stated: _____
APPROVED BY ENGINEERING DEPARTMENT: BY _____ DATE _____

CITY OF EMPIRE
COUNTY OF DAKOTA
STATE OF MINNESOTA

ORDINANCE NO. 375

AN ORDINANCE TO MANAGE AND ADMINISTER USE OF THE PUBLIC RIGHT-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS

The City Council of the City of Empire Ordains as follows:

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SECTION 1. FINDINGS, PURPOSE AND INTENT

1.01 To provide for the health, safety and welfare of its citizens and to ensure the integrity of its roads and streets and the appropriate use of the rights-of-way, the City strives to keep the rights-of-way under its jurisdiction in a state of good repair and free from unnecessary encumbrances.

Accordingly, the City hereby enacts this chapter relating to right-of-way permits and administration. This chapter imposes regulation on the placement and maintenance of facilities and equipment currently within its rights of way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons excavating and obstructing the rights of way will bear financial responsibility for their work. Finally, this chapter provides for recovery of out of pocket and projected costs from persons using the public rights-of-way.

This chapter shall be interpreted consistently with 1997 Session Laws, Chapter 123, substantially codified in Minnesota Statutes Sections 237.16, 237.162, 237.163, 237.79, 237.81 and 238.086 (the "Act") and the other laws governing applicable rights of the City and users of the right-of- way. This chapter shall also be interpreted consistent with Minnesota Rules 7819.0050 – 7819.9950 where possible. To the extent any provision of this chapter cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

SECTION 2. ELECTION TO MANAGE THE PUBLIC RIGHT-OF-WAY

2.01 Pursuant to the authority granted to the City under state and federal statutory, administrative and common law, the City hereby elects pursuant to Minnesota Statutes 237.163 subdivision 2(b), to manage rights-of-way within its jurisdiction. All right-of-way users, including the City, are subject to the provisions in this chapter. The City is exempt from the obligation of paying for permits or other fees imposed by this chapter.

SECTION 3. DEFINITIONS

3.01 The following definitions apply in this chapter and shall have the meanings ascribed to them. References hereafter to "sections" are unless otherwise specified references to sections in this chapter. Defined terms remain defined terms whether or not capitalized.

ABANDONED FACILITY: A facility no longer in service or physically disconnected from any other facility that is in use or still carries service. A facility is not abandoned unless declared so by the owner of the facility. A facility is not abandoned unless declared so by the right of way user.

APPLICANT: Any person requesting permission to excavate, place a utility service or obstruct a right-of-way.

CITY: The City of Empire, Minnesota. For purposes of section 3, City also means the City's elected officials, officers, employees, and agents.

COLLOCATE OR COLLOCATION**:** To install, mount, maintain, modify, operate, or replace

a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the City or other governmental unit.

COMMISSION: The State Public Utilities Commission.

CONGESTED RIGHT-OF-WAY: A crowded condition in the subsurface of the public right-of- way that occurs when the maximum lateral spacing between existing underground facilities does not allow for construction of new underground facilities without using hand digging to expose the existing lateral facilities in conformance with Minnesota statutes section 216D.04, subdivision 3, over a continuous length in excess of five hundred feet (500').

CONSTRUCTION PERFORMANCE BOND: Any of the following forms of security provided at permittee's option:

A. Individual project bond;
B. Cash deposit;
C. Security of a form listed or approved under Minnesota statutes section 15.73, subdivision 3;
D. Letter of credit, in a form acceptable to the City;
E. Self-insurance, in a form acceptable to the City;
F. A blanket bond for projects within the City, or other form of construction bond, for a time specified and in a form acceptable to the City.

DEGRADATION: A decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

DEGRADATION COST: Subject to Minnesota rules 7819.1100, means the cost to achieve a level of restoration as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right of way caused by the excavation, and which equals the degradation cost.

DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.
DIRECTOR: The director of the department of public works of the City, or his or her designee.

EMERGENCY: A condition that: a) immediately endangers the life or safety of persons; b) will cause an immediate threat of significant loss or injury to property; or c) requires immediate repair or replacement in order to restore service to customers.

EQUIPMENT: Any tangible asset used to install, repair or maintain facilities in any right-of-way.

EXCAVATE: To dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

EXCAVATION PERMIT: The permit issued by the City authorizing the permittee to

excavate in a right-of-way as specifically described in the permit. Horizontal Directional Drilling (HDD) and other trenchless installation methods require the issuance of an excavation permit.

EXCAVATION PERMIT FEE: Money paid to the City by a permittee to cover the costs as provided in section 12 of this chapter.

FACILITY OR FACILITIES: Any tangible asset, including equipment, in the right-of-way, which is required to provide utility service.

HIGH DENSITY CORRIDOR: A designated portion of the right-of-way within which telecommunications right-of-way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

HOLE: An excavation having a length that is less than the width of the right-of-way for the section of the roadway where the work is occurring.

LOCAL REPRESENTATIVE: A local person or persons, or designee of such person or persons authorized by a registrant to accept legal notice or service and to accept communications and to make decisions for that registrant regarding all matters within the scope of this chapter.

MANAGEMENT COSTS: The actual costs the City incurs in managing its rights of way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right of way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right of way work; determining the adequacy of right of way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right of way or small wireless facility permits. Management costs do not include payment by a telecommunications right of way user for the use of the right of way, unreasonable fees of a third-party contractor used by the City including fees tied to or based on customer counts, access lines, or revenues generated by the right-of-way or for the City, the fees and cost of litigation relating to the interpretation of Minnesota Session Laws 1997, Chapter 123; Minn. Stat. §§ 237.162 or 237.163; or any ordinance enacted under those sections, or the City fees and costs related to appeals taken pursuant to Section 56.32 of this chapter.

MAPPING INFORMATION: The information required in section 23 of this chapter.

OBSTRUCT: To place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

OBSTRUCTION PERMIT: The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right of way, allowing the holder to hinder free and open passage over the specified portion of that right of way, for the duration specified therein.

OBSTRUCTION PERMIT FEE: Money paid to the City by a permittee to cover the costs as provided in section 12 of this chapter.

PATCH OR PATCHING: A method of roadway surface replacement or restoration that is temporary in nature and consists of: a) the compaction of the subbase and aggregate base; and

b) the replacement, in kind, of the existing roadway surface for a minimum of two feet (2') beyond the edges of the excavation in all directions.

PAVEMENT: Any type of improved surface that is within the right-of-way and that is paved or otherwise constructed with bituminous, concrete, aggregate or gravel.

PERMIT: Has the meaning given "right-of-way permit" in Minnesota statutes section 237.162.

PERMITTEE: Any person to whom an excavation permit or obstruction permit has been issued by the City under this chapter.

PERSON: Any individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PUBLIC RIGHT-OF-WAY: The surface, air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, trail, avenue, boulevard, drive, court, concourse, bridge, tunnel, park, parkway, skyway, waterway, dock, bulkhead, wharf, pier, easement or similar property or waters within the City owned by or under control of the City, or dedicated or otherwise conveyed to the City for general public use, including, but not limited to, any riparian right, which, consistent with the purposes for which it was created, obtained or dedicated, may be used for the purpose of installing, operating and maintaining utility service facilities. No reference herein to a "public right-of-way" shall be deemed to be a representation or guarantee by the City that its interest or other right to control or use such property is sufficient to permit its use for the purpose of installing, operating and maintaining utility service facilities.

PUBLIC RIGHT-OF-WAY USER: a) A telecommunications right-of-way user as defined by Minnesota statutes section 237.162, subdivision 4; or b) a person or entity owing or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the right-of-way.

REGISTRANT: Any person who: a) has or seeks to have its facilities located in any right-of-way, or b) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities in the right-of-way.

RESTORATION COST: The amount of money paid to the City by a permittee to achieve restoration requirements in accordance with plates 1 to 13 of the Minnesota public utilities commission rules.

RESTORE OR RESTORATION: The process, including patching, by which an excavated right- of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RIGHT-OF-WAY PERMIT: Has the same meaning as "permit," defined above.

RIGHT-OF-WAY USER: Defined as one of the following:

A. A telecommunications right of way user as defined by Minn. Stat., § 237.162, subd. 4; or
B. A person owning or controlling a facility in the right-of-way that is used or intended to

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

SERVICE OR UTILITY SERVICE: Includes:

A. Those services provided by a public utility as defined in Minn. Stat. 216B.02, subds. 4 and 6;
B. Services of a telecommunications right of way user, including transporting of voice or data information;
C. Services of a cable communications systems as defined in Minn. Stat. ch. 238;
D. Natural gas or electric energy or telecommunications services provided by the City;
E. Services provided by a cooperative electric association organized under Minn. Stat., ch. 308A; and
F. Water, and sewer, including service laterals, steam, cooling, or heating services.

SERVICE LATERAL: An underground facility that is used to transmit, distribute or furnish gas, electricity, communications, or water form a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises.

SMALL WIRELESS FACILITY**.** A wireless facility that meets both of the following qualifications:

A. Each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and all other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that has already been issued.

TELECOMMUNICATIONS RIGHT OF WAY USER. A person owning or controlling a facility in the right of way, or seeking to own or control a facility in the right of way that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system defined and regulated under Minn. Stat. ch. 238, and telecommunication activities related to providing natural gas or electric energy services, a public utility as defined in Minn. Stat. § 216B.02, a municipality, a municipal gas or power agency organized under Minn. Stat. ch. 453 and 453A, or a cooperative electric association organized under Minn. Stat. ch. 308A, are not telecommunications right of way users for purposes of this chapter except to the extent such entity is offering wireless service.

TEMPORARY SURFACE: The compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation. It is temporary in nature except when the replacement is of pavement included in the City's two-year plan, in which case it is considered full restoration.

TRENCH: An excavation having a length equal to or greater than the width of the right-of-way for the section of the roadway where the work is occurring.

UTILITY SERVICE: See SERVICE.

UTILITY POLE**.** A pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SERVICE. Any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the City.

SECTION 4. ADMINISTRATION

4.01 The City Clerk Administrator is the principal City official responsible for the administration of the rights-of-way, right-of-way permits and the ordinances related thereto. The City Clerk Administrator may delegate any or all of the duties hereunder.

SECTION 5. FRANCHISE

5.01 The City may, in addition to the requirements of this chapter, require any person which has or seeks to have facilities located in any right-of-way to obtain a franchise, as allowed by law, now or hereinafter enacted.

SECTION 6. REGISTRATION AND RIGHT-OF-WAY OCCUPANCY

6.01 Registration: Each person who occupies, uses, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by contract, lease, sublease or assignment, must register with the City. Registration will consist of providing application information and paying a registration fee.

6.02 Registration Prior To Work: No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the City. A person seeking to install a new wireless support structure for the siting of a small wireless facility in a right-of-way in a district or areas zoned for single family residential uses, or in an established historic district, must also meet the conditions in Section 11.04 of this code.

6.03 Exceptions: Nothing herein shall be construed to repeal or amend the provisions of a City ordinance permitting persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right-of- way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this chapter. However, nothing herein relieves a person from complying with the provisions of the Minnesota Statute Chapter 216D, Gopher One Call Law.

SECTION 7. REGISTRATION INFORMATION

7.01 Information Required: The information provided to the City at the time of registration shall include, but not be limited to:

A. Each registrant's name, Gopher One--Call registration number, address and e-mail address, if applicable, and telephone and facsimile numbers.

B. The local representative's name, address and e-mail address, if applicable, and telephone and facsimile numbers.

C. The local representative or designee shall be available for consultation at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration, including emergency information for the registrant's subcontractors.

D. The name, address and telephone number of the person(s) or entities, other than the applicant, to perform the project work or any portion thereof.

E. A Certificate of insurance or self-insurance:

1. Shall be on a form approved by the City;

2. Shall verify that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the City;

3. Shall verify that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the: 1) use and occupancy of the right-of-way by the registrant, its officers, agents, employees and permittees, and 2) placement and use of facilities in the right-of- way by the registrant, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from contracts, independent contractors, products and completed operations, damage of underground facilities and collapse of property;

4. Shall name the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

5. Shall require that the City be notified thirty (30) days in advance of cancellation of the policy, nonrenewal or material adverse modification of a coverage term;

6. Shall indicate comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this chapter. The minimum amounts of coverage must equal or exceed the maximum liability limits set forth in Minnesota Statutes 466.04.

7. The City may require a copy of the actual insurance policies.

F. If the person is a corporation, a copy of the certificate required to be filed under Minnesota Statutes Section 300.06 as recorded and certified to by the secretary of state.

G. A copy of the person's order granting a certificate of authority from the Minnesota public utilities commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

7.02 Notice of Changes: The registrant shall keep all of the information listed above current at all times by providing to the City information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

SECTION 8. REPORTING OBLIGATIONS

8.01 Operations: Each registrant shall, at the time of registration and by January 1 of each year, file a construction and major maintenance plan for known underground utilities with the City. Such plan shall be submitted using a format designated by the City and shall contain the information determined by the City to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights-of-way. The utility facility plans shall be kept up to date by the registrant. Facility plans which a utility identifies in writing to the City as being "trade secret information" will be treated as general nonpublic data in accordance with Minnesota Statues Section 13.37 if the data is within the statutory requirements for "trade secret information."

The plan shall include, but not be limited to, the following information:

A. The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year in this section a "next-year project;" and

B. To the extent known, the tentative locations and estimated beginning and ending dates for all projects contemplated for the five (5) years following the next calendar year (in this section, a "5 year project").

It is the registrant's responsibility to keep informed on available plans.

8.02 Additional Next Year Projects: Notwithstanding the foregoing, the City will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the City if the registrant has used commercially reasonable efforts to anticipate and plan for

the project.

SECTION 9. PERMIT REQUIREMENTS

9.01 Permits Required: Except as otherwise provided in this code, no person may excavate, place a utility service or obstruct any right-of-way without first registering and having obtained the appropriate right-of-way permit from the City to do so. The following permits may be required:

A. Excavation Permit: An excavation permit is required by a registrant to excavate that part of the right-of-way as specifically described in such permit and to hinder free and open passage over the specified portion of that right-of-way by placing facilities described therein, for the duration specified therein.

B. Obstruction Permit: An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of that right-of-way by placing facilities described therein, for the duration specified therein. An obstruction permit is required for any obstruction in connection with the installation, relocation, operation or maintenance of a utility service.

C. Small Wireless Facility Permit. A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion or the right of way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

9.02 Permit Extensions: No person may excavate, place a utility service or obstruct the right-of- way beyond the date or dates specified in the permit unless such person: 1) makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and 2) a new permit or permit extension is granted.

9.03 Delay Penalty: In accordance with Minnesota Rule 7819.1000 subparagraph 3 and not withstanding subsection B of this section, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching or restoration. The delay penalty shall be established from time to time by City Council resolution and shall include any delays or damages charged by the City's construction contractor and may include liquidated damages consistent with the contract.

9.04 Permit Display: Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

SECTION 10. PERMIT APPLICATIONS

10.01 Application for a permit is made to the City on the form provided by the City. Right-of-way permit applications shall contain and will be considered complete only upon compliance with the requirements of the following provisions:

A. Registration with the City pursuant to this chapter;

B. Submission of a completed permit application form, including all required

attachments.

C. Submission of a detailed description and drawing to a scale, as required by the City, showing the location and area of the proposed project and the location of all known existing and proposed facilities of the permittee in the project area. Drawings and descriptions shall include, but not be limited to, the identification of the obstructions to be placed, the size and depth of any excavation, the schedule for commencement and completion of the proposed project, the identification of the existing right-of-way, the location of existing sidewalks, trail ways and other improvements and the location and size of any trees impacted in the designated work area.

D. Payment of all money due the City for:

1. Permit fees, estimated restoration costs and other management costs;

2. Prior excavation or obstruction permits;

3. Any undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the right-of-way or any emergency actions taken by the City.

4. Franchise fees or other charges, if applicable.

E. Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least one hundred ten percent (110%) of the amount owing.

F. Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the City deems the existing construction performance bond inadequate under applicable standards.

SECTION 11. ISSUANCE OF PERMIT; CONDITIONS

11.01 Permit Issuance: If the applicant has satisfied the requirements of this chapter, the City shall issue a permit (1) within 90 days of receiving an excavation and/or obstruction permit application; (2) within 90 days of receiving an application to deploy a small wireless facility using a new wireless support structure; and (3) within 60 days of receiving an application to deploy a small wireless facility using an existing wireless support structure; unless tolled, or shall provide a written reason for denial of the application if the City believes the requirements herein have not been satisfied. The City may notify the applicant on or before the tenth day after submission that the application is materially incomplete and identify the missing information and regulation requiring the information. The applicable 90 day/60 day review period shall restart at zero on the date upon which the applicant submits all the documents and information identified by the city to render the application compete.

11.02 Conditions: The City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the public health, safety and welfare or, when necessary, to protect the right-of-way and its current and future use. In addition, a permittee shall comply with all requirements of local, state, and federal laws,

including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560.

A. Installation, placement, location and relocation of facilities shall comply with all federal, state and local laws.

B. Installation of all underground utilities shall be in accordance with the underground utilities regulations set forth in this section and all other applicable federal, state and local laws.

C. Precautions shall be taken as necessary to avoid creating unsafe and unsanitary conditions.

D. Project operations and work shall be conducted in a manner so as to ensure the least obstruction to and interference with present and continued use of the right-of-way.

E. Precautions shall be taken to assure the safety of the general public, employees, invitees and those who require access to abutting property, including appropriate signage.

F. The permittee shall notify abutting property owners with forty-eight (48) hour written notice prior to commencement of any permitted project with a copy of said notice provided to the City Clerk-Administrator within the notice timeline

G. The permittee involved in underground projects shall register with Gopher One-Call and comply with the requirements thereof.

H. The permittee shall comply with the "Minnesota Manual On Uniform Traffic Control Devices" (MMUTCD) at all times during any project work and shall protect and identify excavations and work operations with barricade flags in the daylight hours and by warning lights at dusk and night.

I. The permittee shall comply with all conditions of the permit.

J. When any trail, sidewalk or driveway has been cut, City approved signage must be kept in place and maintained until restoration is complete.

K. The permittees shall provide proper trench protection as required by OSHA to prevent any cave in; injury to property or persons; or enlargement of the excavation.

L. Excavations, trenches and jacking pits off the roadway surface area or adjacent to the roadway or curbing shall be sheathed and braced. When unattended, all excavations, trenches and jacking pits shall be secured and protected to prevent surface drainage and access by unauthorized persons.

M. The permittee shall protect the root growth of trees and shrubbery located within the right-of-way and adjacent thereto.

N. The permittee shall coordinate project work and installation of facilities in co-

locations involving other right-of-way users.

O. The permittee shall maintain access to all properties and cross streets during project work, including emergency vehicle access.

P. The permittee shall physically locate property lines abutting the project work. The permittee shall replace, with the services of a Minnesota licensed surveyor, any property corners or monuments disturbed as a result of the project.

Q. The permittee shall complete restoration of the right-of-way in conformance with this section.

R. No permittee, or any agent, subcontractor or employee thereof, shall use lugs (steel tracks) on any roadway surfaces.

S. The permittee shall remove daily, or as required by the City, all dirt or debris from sidewalks, trails, public and private roadways and curbs and gutters during project work.

T. The permittee shall obtain all other necessary permits, licenses and approvals, pay all required fees therefore and comply with all requirements of local, state and federal laws.

U. The permittee shall not do any work outside the project area as specified in the permit.

V. The permittee shall conduct a public informational meeting for all major projects as deemed necessary by the City.

W. Utility installations within a street right-of-way for which a street has been recently rehabilitated or constructed shall not take place for at least 18 months after the date of rehabilitation or construction completion, except for emergency situations or as otherwise approved by the City engineer.

11.03 Small Wireless Facility Conditions. In addition to subdivision 2, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

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

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

C. No wireless facility may extend more than 10 feet above its wireless support structure.

D. Where an applicant proposes to install a new wireless support structure in the right-of-way, the City may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.

E. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the City may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.

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

11.04 Conditions for locating small cell wireless facilities in residential and historical districts:

A. Height of all facilities shall not exceed the average height of all structures on the block or the maximum height of structures allowed in the district, whichever is less.

B. All facilities shall be located in the right-of-way in the area defined by the side yard drainage and utility easement area. If an area does not have drainage and utility easements then the facilities shall be within five feet (5') of a side property line.

C. All facilities within any front or rear setback areas shall be located closest to the property line, furthest from the road centerline as possible, but no further back from the curb or any sidewalk or trail than ten feet (10').

D. All facilities shall be located as near as practicable to intersections.

E. All facilities shall be located to the extent practicable on existing poles and other structures currently in the right-of-way.

F. Other conditions unique to the proposed placement of facilities in the right-of-way may be attached to protect the health, safety and welfare of neighboring properties, other users of the right-of-way, and the public.

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

A. Up to $150 per year for rent to collocate on the City structure.

B. $25 per year for maintenance associated with the collocation;

C. A monthly fee for electrical service as follows:

1. $73 per radio node less than or equal to 100 maximum watts;

2. $182 per radio node over 100 maximum watts; or

3. The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the City and applicant,

11.06 County or State Right-of-way: Any right-of-way user who is required to obtain any county or state permit for excavation or obstruction in any Dakota County or State of Minnesota right-of-way must provide notification of permitting to the City within one week of obtaining the permit but no less than forty-eight (48) hours before the excavation would begin.

SECTION 12. ACTION ON SMALL WIRELESS FACILITY PERMIT APPLICATIONS

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

12.02 Consolidated Applications. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:

A. are located within a two-mile radius;

B. consist of substantially similar facilities; and

C. are to be placed on similar types of wireless support structures.

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

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

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

B. The applicant fails to submit all required documents or information and the City provides written notice of incompleteness to the applicant within 30 days of receipt the application. Upon submission of additional documents or information, the City shall

have ten days to notify the applicant in writing of any still-missing information.

C. The City and a small wireless facility applicant agree in writing to toll the review period.

SECTION 13. PERMIT FEES

13.01 The fees for all permits are as follows. The City shall periodically review and approve the fee schedule for permits issued under this Chapter, with the corresponding fee amounts identified in the City's Fee Schedule Ordinance. All fees are to recover City management costs, plan reviews, degradation costs, if applicable, and administrative costs.

13.02 Fees:

A. Excavation Permit Fee

B. Obstruction Permit Fees (per obstruction)

C. Delay Penalty

D. Small Wireless Facility Permit Fee. The City shall impose a small wireless facility permit fee in an amount sufficient to recover:

1. Management costs, and;

2. City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

13.03 Payment of Permit Fees: No Excavation Permit or Obstruction Permit shall be issued without payment of Excavation or Obstruction permit fees.

13.04 Non-refundable: Permit fees that were paid for a permit that the City has revoked for a breach as state in Section 16 are not refundable.

13.05 Application to Franchises: Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user.

SECTION 14. RIGHT-OF-WAY PATCHING AND RESTORATION

14.01 Timing: The work to be done under the right-of-way permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances constituting force majeure or when work was prohibited as unseasonable or unreasonable under Section 16.

14.02 Temporary Surfacing, Patch and Restoration: Permittee shall patch its own work, restore the right-of-way and assume all costs therefore unless otherwise agreed upon.

A. City Restoration: If the City restores any part of the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, the City restores only the surface of the right-of-way and during the twenty-four (24) months following such restoration, the pavement settles, the permittee shall pay to the City, within thirty (30) days of billing, all costs related to restoring the right-of-way or associated with having to correct the defective work, which may include removal and replacement of any or all work done by the permittee. These costs shall include administrative, overhead mobilization, material, labor and equipment.

B. Permittee Restoration: If the permittee restores the right-of-way, the City may require, and the permittee shall provide at the time of application for the right-of-way permit, security, in accordance with PUC rules, to cover the cost of repair and restoration. This security shall be in the amount of 110% of all restoration improvement costs as determined by the City Engineer.

14.03 Standards: The permittee shall perform excavation, backfilling, patching and restoration according to the standards and with the materials specified by the City, and shall comply with Minnesota Rule 7819.1100, within seven (7) days of completion of the work for any given area. Sod and/or seed must be maintained util it is established with sufficient uniform growth, as identified and accepted by the City. The City shall have the authority to prescribe additional restoration procedures and standards on a case-by-case basis based on the following considerations:

A. the number, size, depth and duration of the excavation, disruption or damage to the right- of-way;

B. the traffic volume carried by the right-of-way;

C. the character of the neighborhood surrounding the right-of-way;

D. the pre-project condition of the right-of-way;

E. the remaining life-expectancy of the right-of-way due to the project;

F. whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right-of-way that would otherwise result from the excavation, disturbance or damage to the right-of-way; and

G. the likelihood that the particular method of restoration would be effective in slowing the depreciation of the right-of-way that would otherwise take place.

14.04 Failure to Restore: If the permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all repairs required by the City, the City shall notify the permittee in writing of the specific alleged failure or failures and shall allow the permittee at least five (5) working days from receipt of the notice to cure the failure or failures, or to respond with a plan to cure. In the event the permittee fails to cure or fails to respond with a plan to cure or fails to respond to

the notice, the City may, at its option, perform or cause to be performed the necessary work and the permittee shall pay to the City, within thirty (30) days of billing, the const of restoring the right-of-way. If permittee fails to pay as required, the City may exercise its rights and draw from the City specified security.

SECTION 15. JOINT APPLICATIONS

15.01 Joint Application: Registrants may jointly apply for permits to excavate, place utility service or obstruct the right-of-way at the same place and time.

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

15.03 City Construction Projects: Registrants who join in a scheduled excavation or obstruction permit action coordinated with a City construction project, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the excavation or obstruction portions of the permit fee, but a permit is still required.

SECTION 16. SUPPLEMENTARY APPLICATIONS

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

16.02 Limitation on Dates: A right-of-way permit is valid only for the dates specified in the permit. The City Engineer has the authority to determine the appropriate timeframe for the work proposed. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

SECTION 17. OTHER OBLIGATIONS

17.01 Compliance with Other Laws: Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other appropriate jurisdiction or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including road load restrictions, and Minnesota Statute 216D (Gopher State One Call) and Minnesota Rules Chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

17.02 Prohibited Work: Except in an emergency or with the approval of the City, no right-of-way excavation or obstruction may be done when seasonally prohibited or when conditions are unreasonable for such work.

17.03 Interference with Right-of-Way: A permittee shall not obstruct a right-of-way, except as expressly authorized by the permit, so as to hinder the natural free and clear passage of water through the gutters, culverts, ditches, tiles or other waterways. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

17.04 Trenchless Excavation: As a condition of all applicable permits, permitees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes Chapter 216D and Minnesota Rules Chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the director.

SECTION 18. DENIAL OF PERMIT

18.01 The City may deny a permit for failure to meet the requirements and conditions of this Chapter or if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current and future use.

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

SECTION 19. INSTALLATION REQUIREMENTS

19.01 The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100, 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes, Sections 237.162 and 237.162. Installation of service laterals shall be performed in accordance with Minnesota Rules Chapter 7560 and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the City in the applicable permits and/or agreements referenced in Section 23 of this ordinance.

SECTION 20. INSPECTION

20.01 Notice of Completion: When the work under any permit hereunder is completed, the permittee shall notify the City and furnish a completion certificate in accordance with Minnesota Rule 7819.1300.

20.02 Site Inspection: The permittee shall make the work-site available to the City and

to all others authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

20.03 Authority of City:

A. At the time of inspection the City may order the immediate cessation and correction of any work, which poses a serious threat to the life, health, safety or well-being of the public.

B. The City may issue an order to the permittee for any work which does not conform to the terms of the permit or other applicable standards, rules, laws, conditions or codes so long as the nonconformance constitutes a "substantial breach" as set forth in Minnesota Statute 237.163, subd. 4(c)(1-5). The order shall state that failure to correct the violation will be cause for revocation of the permit. Within a reasonable time after issuance of the order, the permittee shall present proof to the City that the violation has been or will be corrected within a time period set forth by the City in the order. If such proof has not been presented within the required time, the City may revoke the permit pursuant to Section 22.

C. The cost of all inspections and any action required by the City shall be paid by the permittee.

SECTION 21. WORK DONE WITHOUT A PERMIT

21.01 Emergency Situations: Each registrant shall immediately notify the City of any event regarding its facilities that it considered to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency or as directed by the City. Excavators notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency the registrant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this Chapter for the actions it took in response to the emergency.

If the City becomes aware of an emergency regarding a registrant's facilities, the City will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

21.02 Non-Emergency Situations: Except in an emergency, any person who, without first having obtained the necessary permit, excavates or obstructs a right-of-way must subsequently obtain a permit, deposit with the City the fees necessary to correct any damage to the right- of-way and comply with all the requirements of this Chapter.

SECTION 22. SUPPLEMENTARY NOTIFICATION

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

SECTION 23. REVOCATION OF PERMITS

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

A. The violation of any material provision of the right-of-way permit or City code;

B. An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;

C. Any material misrepresentation of fact in the application for a right-of-way permit;

D. The failure to maintain the required security and/or insurance;

E. The failure to complete the work within the time specified in the permit; unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control;

F. The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to Section 19 of this chapter; or

G. The failure of the utility to pay any required costs, fees, or charges billed by the City.

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

23.03 Response to Notice of Breach: Within twenty-four (24) hours of receiving a written notification of the breach from the City, the permittee shall provide the City with a plan acceptable to the City that will cure the breach. The permittee's failure to contact the City, or the permittee's failure to submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit.

23.04 Reimbursement of City Management Costs: If a permit is revoked, the permittee shall reimburse the City for the City's reasonable costs, including removal and restoration costs, incurred in connection with the revocation.

23.05 Revoked Permit: If the City revokes a permittee's permit for breach of this chapter, the permittee will not be allowed to excavate or obstruct within the City right-of-way until the breach situation is corrected to the satisfaction of the City and the permit is reissued.

23.06 Cause for probation. From time to time, the City may establish a list of conditions of the permit, which if breached will automatically place the permittee on probation for one full year, such as, but not limited to, working out of the allotted time period or working on right-of-way grossly outside of the permit authorization.

23.07 Automatic Revocation. If a permittee, while on probation, commits a breach as outlined above, permittee's permit will automatically be revoked and permittee will not be allowed further permits for one full year, except for emergency repairs. Notice of the revocation shall be mailed to the permittee within three (3) business days of the decision.

SECTION 24. MAPPING DATA

24.01 Information Required: Each registrant and permittee shall provide mapping data in accordance with Minnesota rules. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the City accurate maps and drawings certifying the "as-built" location of all facilities, including the following:

A. The location of applicant's mains, cables, conduits, switches and related equipment and facilities, identified by:

    1. Offsets from property lines, distances from the centerline of the right-of-way and curb lines and/or other reference points as determined by the City.

    2. Coordinates derived from the Dakota County coordinate system. The information shall be supplied in an electronic file using a .dwg or .dxf format.

    3. Any other system agreed upon by the right-of-way user and the City.

B. The type, quantity and size of the facilities;

C. A dimensional description of aboveground appurtenances;

D. A legend explaining symbols, characters, abbreviations, scale and other data shown on the map; and

E. The location of any facilities that were abandoned in conformance with Minnesota statutes.

24.02 Service Laterals: All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals, and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence, satisfactory to the director, of the installed service lateral locations. Compliance with this subpart 2 and with applicable Gopher State One Call law and Minnesota Rules governing service laterals install after December 31, 2005 shall be a condition of any City approval necessary for 1) payments to contractors working on a public improvement project including those under Minnesota Statutes Chapter 429, and 2) City approval of performance under development agreements, or other subdivision or site plan

approval under Minnesota Statutes Chapter 462. The director shall reasonably determine the appropriate method of providing such information to the City. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending permittee or its subcontractors.

SECTION 25. LOCATION AND RELOCATION OF FACILITIES

25.01 Placement, Location and Relocation: Placement, location and relocation of facilities must comply with Minnesota Statutes, with other applicable law and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

25.02 Corridors: The City may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, as a best management practice for each type of facility or equipment that is, or, pursuant to current technology, the City expects will someday be located, within the right-of-way. All excavation, obstruction, or other permits issued by the City involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

Any registrant who has facilities in the right-of-way in a position of variance with the corridors established by the City shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, to prevent interference with City use of the right-of-way, unless this requirement is waived by the City for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the registrant.

25.03 Limitation Of Space: To protect health, safety and welfare or when necessary to protect the right-of-way and its current use, the City shall have the power to use best management practices to prohibit or limit the placement and location of new or additional facilities within the right-of-way. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's need for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

25.04 Relocation of Facilities: A right-of-way user shall promptly and at its own expense, unless otherwise specified in an existing franchise, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right-of-way when it is necessary to prevent interference, and not merely for convenience of the City, in connection with: 1) a present or future City use of the right-of-way for a public improvement, 2) the public health or safety, or 3) the safety and convenience of travel over the right-of-way. The right-of-way user shall restore any rights of way in accordance with this chapter.

A right-of-way user is not required to remove or relocate its facilities from a right-of-way that has been vacated in favor of a nongovernmental entity unless the reasonable costs to do so are first paid to the right-of-way user.

25.05 Undergrounding: Unless otherwise permitted by an existing franchise, or unless existing aboveground facilities are repaired or replaced, or unless infeasible such as in the provision of electric service at certain voltages, new construction, the installation of new facilities and the required relocation of old facilities in the right-of-way must be located or relocated and maintained underground in accordance with Section 11 of this title. The permittee shall comply with the following requirements when installing underground facilities:

A. Underground facilities shall, where reasonably possible, be installed outside the paved or surfaced area. If unable to install outside the surfaced area, the installation shall be as close to the roadway surface as possible to allow access thereto without unnecessarily disturbing paved areas of the roadway;

B. Right-of-way alignment and grade shall be maintained;

C. Fiber facilities shall be buried in a proper conduit and at a depth of no less than three feet (3') deep and no more than four feet (4'); copper facilities below concrete or bituminous paved roadway surfaces shall be buried no less than three (3') deep and no more than four feet (3') deep, and all other copper facilities, except City owned facilities, shall be buried no less than thirty inches (30") deep and no more than four feet (4') deep;

D. All underground facilities which cross streets or hard-surfaced driveways shall be bored and installed in conduit when requested by the City. Gas does not need to be installed in conduit;

E. When required, the permittee shall excavate an observation hole over a City utility to ensure that a City utility is not damaged;

F. If the project work involves an open cut, the permittee shall install visual tracers twelve (12") over buried facilities. If other construction methods are used, substitute location methods may be used upon approval by the City;

G. During plowing or trenching of facilities, a warning tape shall be placed at a depth of twelve inches (12") above copper cables with over two hundred (200) pairs and fiber facilities and a locating wire or conductive shield shall be installed above buried telecommunication facilities, except for dielectric cables;

H. Restoration of areas disturbed by facilities will include returning the right-of-way to the same condition that existed before excavation as per Minnesota Rules 7819.1100. Subject to this standard, plates 1 to 13, shown in parts 7819.9900 to 7819.9950, indicate maximum limits of restoration methods and area requirements the City can impose when a right-of-way user excavates in the right-of-way. The City and right-of-way user may agree to a lesser requirement. The right-of-way user is responsible for all of its work done in the right-of-way, whether by employees, agents or independent contractors. All levels of restoration include compaction of the materials placed in the excavation of the sub grade and aggregate base, plus pavement replacement, in kind. If required by the City, all work must be performed according to the City's specifications and drawings;

I. All facilities shall be located so as to not interfere with existing and potential future traffic signals and signs;

J. Unless approved by the City all aboveground appurtenances shall be located no closer than ten feet (10') to City hydrants, waterline valves, manholes, lift stations and catch basins; not in front of or within usual sight lines of any City sign, monument or amenity for facilities or parks; and no closer than two feet (2') from sidewalks and trails;

K. Underground facilities shall not be installed between a hydrant and an auxiliary valve;

L. Where utility easements exist beyond the roadway surface area of the right-of-way and space is available therein, underground facilities shall not be installed within five feet (5') of hydrants, waterline valves, lift stations, manholes or catch basins. In those areas in which no utility easement exists, placement of an underground facility shall be between the edge of the pavement and no closer than three feet (3') to an existing City utility appurtenance, unless approved by the City;

M. The location and installation of telecommunications facilities shall comply with the national electrical safety code, as incorporated by reference in Minnesota statutes.

SECTION 26. PRE-EXCAVATION FACILITIES LOCATION

26.01 In addition to complying with the requirements of Minnesota Statutes 216D.01-.09 (Gopher State One Call) before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal placement of all said facilities. Any registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

SECTION 27. DAMAGE TO OTHER FACILITIES

27.01 The provisions of Minnesota Statutes 216D shall apply to all situations involving damages to facilities during excavation operations. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages. T It is the registrant's responsibility to provide immediate notice of such damages to the affected property owners. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the City's response to an emergency occasioned by that registrant's facilities.

SECTION 28. RIGHT-OF-WAY VACATION

28.01 Reservation of Right: If the City vacates a right-of-way that contains the facilities of a registrant, the registrant's right in the vacated right-of-way are governed by Minnesota Rule 7819.3200.

SECTION 29. INDEMNIFICATION AND LIABILITY

29.01 Limitation of Liability: By registering with the City, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the City for any liability for: 1) injuries to person, damage to property or loss of service claims by parties

other than the registrant or the City, or 2) claims or penalties of any sort resulting from the installation, presence, maintenance or operation of equipment or facilities by registrants or permittees or activities of registrants or permittees.

29.02 Indemnification: By registering with the City, a registrant agrees, or by accepting a permit under this chapter, a permittee is required to indemnify, keep and hold the City free and harmless from any and all costs, specifically including attorney fees and other costs and expenses of defense, liabilities and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its equipment and facilities, or out of any activity undertaken in or near a right-of-way, whether or not any act or omission complaint of is authorized, allowed or prohibited by a right-of-way permit. The foregoing does not indemnify the City for its own negligence except for claims arising out of or alleging the City′s negligence where such negligence arises out of or is primarily related to the presence, installation, construction, operation, maintenance or repair of said facilities by the registrant or on the registrant′s behalf, including, but not limited to, the issuance of permits and inspection of plans or work. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the registrant, permittee or the City, and the registrant or permittee, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. In defending the City, any registrant or permittee shall obtain the consent of the City Council before any settlement shall be enforced.

SECTION 30. ABANDONED OR UNUSABLE FACILITIES

30.01 Discontinued Operations: A registrant who has determined to discontinue all or a portion of its operations in the City must provide information satisfactory to the City that the registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another registrant.

30.02 Removal: Any registrant who has abandoned or unusable facilities in any right-of-way shall remove it from that right-of-way unless the City waives this requirement.

SECTION 31. APPEAL

31.01 A right-of-way user that: a) has been denied registration; b) has been denied a permit; c) has had permit revoked; or d) believes that the fees imposed are invalid may have the denial, revocation, or fee imposition reviewed; or e) disputes a determination of the director regarding Section 23 of this ordinance may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition or decision reviewed, will be in writing and supported by written findings establishing the reasonableness of the decision.

SECTION 32. FUTURE USES

32.01 In placing any facilities, or allowing it to be placed in the right-of-way, the City is not liable for any damages caused thereby to any registrant's facilities that is already in place. No registrant is entitled to rely on the provisions of the Chapter and no special duty is created as to any registrant.

SECTION 33. RESERVATION OF REGULATORY AND POLICE POWERS

33.01 A permittee's or registrant's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

SECTION 34. SEVERABILITY

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

SECTION 35. PENALTY FOR VIOLATION

35.01 A person shall be subject to a delay penalty for violation of this Chapter when a person is obstructing the right-of-way beyond the date specified in the permit, is performing non-emergency work in the right-of-way without having been issued a permit or when a person causes the City to incur costs as a result of actions or inaction of the person. Additional penalties for violation of this ordinance are listed in Section 23.06 and 23.07.

SECTION 36. EFFECTIVE DATE

36.01 This ordinance will take effect and be in force after its passage and official publication. Adopted this by the City Council of Empire, Minnesota.

_____
Melanie Lee, Mayor

ATTEST:

_____
Charles Seipel-Teng, Clerk-Administrator

Summary published in the Dakota County Tribune on April 3, 2026.

CITY OF EMPIRE

Permit to work within city property/right-of-way

Excavation ☐ Obstruction ☐

1. Location _____
   (Street and property address or legal description, or distance and direction from nearest public street intersection)
2. Nature of Work _____
3. Indicate below items to be affected/disturbed and include information on drawing or plan of work to be done.

☐ Curb & Gutter	☐ Street Surface
☐ Trail/Sidewalk	☐ Tree
☐ Pond/Wetland	☐ Public Utility (sewer, water)
☐ Traffic Control Device/Sign	☐ Private Utility (electric, gas, etc.)
☐ Drainage	☐ Other _____
☐ Structure/Building	

4. Method of Installation or Construction _____
   (Attach a detailed description and scaled drawing of the project and project work including identification of obstructions/structures to be placed and size and depth of excavation.)
5. Work to start on or after _____ and shall be completed by _____ unless an extension is granted.
   Extension is granted to _____(date) by _____ (staff).
6. Will lane closure or detouring of traffic be necessary? _____ If yes, state duration and suggested route for each instance: (attach detour map)_____
   _____
   All detour plans are required as part of this permit and must be pre-approved in writing by the Engineering Department. The City Engineer shall be notified in writing at least 4 working days in advance of any approved detour being established, changed, or discontinued.

APPLICATION INFORMATION (Please Print):
Gopher State One Call Registration Number_____
Name _____ Phone _____
E-mail _____ Fax _____
Address _____
STREET CITY STATE ZIP

LOCAL REPRESENTATIVE INFORMATION (Please Print):
Name _____ Phone _____
E-mail _____ Fax _____
Address _____
STREET CITY STATE ZIP
Emergency (24 Hr.) Phone:

PARTY OR ORGANIZATION PERFORMING WORK (Please Print):
Gopher State One Call Registration Number_____
Name _____ Phone _____
Address _____
STREET CITY STATE ZIP

Applicant shall inform the Empire City Engineer in writing of the actual completion date.

The undersigned herewith accepts the terms and conditions of this permit by the City of Empire as herein contained and agrees to fully comply therewith to the satisfaction of the City of Empire. The undersigned also declares that he/she has read, understands, and will comply with all relevant City Ordinances and all Right-of-Way Regulations. **A Certificate of Insurance or Self Insurance verifying coverage has been provided to the City.** (City of Empire to be named as additional insured.)

Signed_____ Title_____ Date_____

AUTHORIZATION OF PERMIT (for City use only) DATED_____
FINANCIAL SECURITY AMOUNT: $_____ TYPE_____ (Cash or LOC)
Fee $ _____ Receipt # _____ Permit # _____
In consideration of agreement to comply in all respects with the regulations and codes of the City of Empire covering such operations, and pursuant to authorization duly given by said City, permission is hereby granted for the work to be done as described in the above application with said work to be done in accordance with special provisions as hereby stated: _____
APPROVED BY ENGINEERING DEPARTMENT: BY _____ DATE _____

CITY OF EMPIRE - ORDINANCE NO. 375
Summary for Publication

The City Council of the City of Empire adopted *Ordinance No. 375,* an ordinance amending and replacing *Ordinance No. 375-A Empire Public Right of Way Ordinance* on March 24, 2026, and approved this summary for publication. Ordinance No. 375 includes several sections, which are summarized as follows:

SECTION 1 This section establishes the purpose and intent of the ordinance.

SECTION 2 This section establishes the intent of the City to manage public right-of-way pursuant to Minnesota Statutes.

SECTION 3 Definitions. This section defines the several terms and words used in the ordinance.

SECTION 4 Administration. This section designates the Clerk-Administrator as the principal official responsible for administering the ordinance.

SECTION 5 Franchise. This section allows the City to require a person seeking to use the right-of-way to obtain a franchise.

SECTION 6 Registration and Right-of-Way Occupancy. This section requires any person using or occupying the right-of-way to register with the City in advance.

SECTION 7 Registration Information. This section requires identifies the information required for registration.

SECTION 8 Reporting Obligations. This section requires registrants to file a construction and major maintenance plan for known underground utilities with the City each year.

SECTION 9 Permit Requirements. This section establishes requirements for permits , including extensions and delays.

SECTION 10 Permit Applications. This section includes the requirements for permit applications.

SECTION 11 Issuance of Permit, Conditions. This section allows the City to include reasonable conditions with a permit, including permits for small wireless facilities.

SECTION 12 Action on Small Wireless Facility Applications. This section includes the requirements and deadlines for action on small wireless facility applications.

SECTION 13 Permit Fees. This section references the City's Fee Schedule ordinance for right-of-way permit fees.

SECTION 14 Right-of-Way Patching and Restoration. This section establishes the timing and requirements for right-of-way restoration.

SECTION 15: Joint Applications. This section allows registrants to jointly apply for permits.

SECTION 16: Supplementary Applications. This section notes permits are only valid for the area specified in the permit, and requires new applications for an expanded area.

SECTION 17: Other Obligations. This section requires a permittee to perform all work in conformance with all applicable codes and established rules and regulations, and notes the permitted is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work. This section also outlines provisions for prohibited work, interference with the right-of-way and trenchless excavations.

SECTION 18. Denial of Permit. This section details conditions for denial of a permit.

SECTION 19. Installation Requirements. This section states all work shall be done in conformance with local, state and other applicable requirements.

SECTION 20. Inspections. This section outlines requirements for inspection of work in the right-of-way.

SECTION 21. Work Done Without A Permit. This section provides procedures for completing work without a permit in the event of an emergency.

SECTION 22. Supplementary Notification. This section requires an applicant to notify the City if work begins sooner or later than expected.

SECTION 23. Revocation of Permits. This section outlines the City's rights and responsibilities in revoking a permit.

SECTION 24. Mapping Data. The section requires permittees to submit specific mapping data within 6 months of completion of work.

SECTION 25. Location and Relocation of Facilities. This section outlines the requirements for the placement, location and relocation of facilities within the right-of-way, specifically location within specific corridors, limitations on open space, relocation of existing facilities, and undergrounding facilities.

SECTION 26. Pre-Excavation Facilities Location. This section requires the location of all existing utilities be marked prior to excavation.

SECTION 27. Damage to Other Facilities. This section applies the provisions of Minnesota Statutes 216D shall apply to all situations involving damages to facilities during excavation operations.

SECTION 28. Right-Of-Way Vacation. This section applies Minnesota Rules to facilities within a vacated right-of-way.

SECTION 29. Indemnification and Liability. This section limits City liability and indemnifies the City in certain circumstances.

SECTION 30. Abandoned or Unusable Facilities. This section requires notification of the new registrants in the case of abandoned facilities and removal of any unusable or fully abandoned facilities.

SECTION 31. Appeals. This section outlines the process for appeals of a City decision.

SECTION 32. Future Uses. This section releases the City from any liability in the event equipment in the right-of-way is damaged.

SECTION 33. Reservation of Regulatory and Police Powers. This section notes a permittee's or registrant's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public

SECTION 34 Severability. This section declares every provision or part of this ordinance is separable from every other section; and if any section is held invalid by a court, it shall not affect any other section, provision, or part.

SECTION 35 Penalty for Violation. This section outlines remedies in the event of a violation of the ordinance.

SECTION 36 Effective Date.

A complete version of the ordinance can be found at www.empiremn.gov/ordinances

Published in the Dakota County Tribune on April 3, 2026.

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Public Hearing - Consider Adopting Ordinance No. 515-2026A - (Amended Fee Schedule Ordinance) and Its Summary for Publication

The draft ordinance reduces the escrow requirement for Large Assembly Applications and adds fees for Right-of-way Permits.

For Right-of-Way Permit fees, the base ROW Excavation Permit Fee is proposed to increase from $180 to $225. An additional 0.25 cents per lineal ft. applies to permits over 2,000 ft. instead of the current 2,640 ft.

The consideration of the amendments to this ordinance has been posted as a Public Hearing.

Attachment(s): *Ordinance 515-2026A (Draft).pdf*
Example - Utility Permit Fees 2026.pdf
515-2026A Summary.pdf

ORDINANCE NO. 515-2026A

CITY OF EMPIRE FEE SCHEDULE

The City Council of the City of Empire ordains as follows:

SECTION 1. TITLE

This ordinance shall be known, cited, and referred to as the City of Empire Fee Schedule, herein referred to as this Ordinance.

SECTION 2. PURPOSE, SCOPE

The purpose of this Ordinance is to establish the official fee structure for the City of Empire for the reimbursement of administrative expenses, operating expenses, and out of pocket expenses for services provided by the City, whether or not included in separate ordinances. When a fee structure is conflicting in one or more ordinances, the most recently adopted fee schedule shall prevail.

SECTION 3. FEE SCHEDULE

Applications:

Variance	$250.00 non-refundable	$500.00 escrow*
Conditional Use Permit	$250.00 non-refundable	$1,200 escrow *
Interim Use Permit	$250.00 non-refundable	$1,200 escrow *
Mining Interim Use Permit	$2500.00 non-refundable	$5000.00 escrow *
Mining Permit Renewal	$250.00 non-refundable	$2500.00 escrow *
Seasonal Mining IUP	$1000.00 non-refundable	$3000.00 escrow *
Seasonal Mining Permit Renewal	Sliding Scale (see Ordinance No. 450-D)	
Comprehensive Plan Amendment	$250.00 non-refundable	$1,200 escrow *
Zoning Ordinance Amendment	$250.00 non-refundable	$1,200 escrow *
Site Plan Review	$250.00 non-refundable	$1,200 escrow *
Metes and Bounds Subdivision	$250.00 non-refundable	$1,200 escrow *
Sketch Plan	$250.00 non-refundable	$2500.00 escrow *
Preliminary Plat	$250.00 non-refundable	$5000.00 escrow *
Final Plat	$250.00 non-refundable	$5000.00 escrow *
Environmental Reviews	----	$5000.00 escrow *
Building Rights Transfer	$250.00	
Large Assembly	$100.00 non-refundable	$~~5,000~~1,000.00 escrow*

* This is the minimum escrow amount due with applications. Any escrow fund that is depleted in the application review must be replaced in equal amount prior to action on the application and any balance due will require full payment as a condition of any approval and receipt of payment prior to the commencement of any activity authorized in the approval. Failure to pay all bills exceeding an escrow fund required in this Ordinance may result in placing delinquent payments on property taxes.

Development Contracts:

Contract Administration Fee	2% of Estimated Construction Costs
Construction Observation & Inspection Escrow	8% of Estimated Construction Costs

Development Contract Fee and Escrow to be collected upon execution of Development Contract, with the Developer responsible for the actual costs of Observation and Inspections over and above the dollar amount held in escrow.

Residential Building Permits:

Work Valuation	Permit Fee
$0.00 - $500.00	$25.00
$501.00 - $2000.00	$25.00 for the first $500.00 + $3.25/additional $100.00
$2001.00 - $25,000.00	$73.50 for the first $2000.00 + $14.75/additional $1000.00
$25,001.00 - $50,000.00	$413.00 for the first $25,000.00 + $10.75/additional $1000.00
$50,001.00 - $100,000.00	$681.75 for the first $50,000.00 + $7.50/additional $1000.00
$100,000.01 - $500,000.00	$1056.75 for the first $100,000.00 + $6.00/additional $1000.00
$500,001.00 - $1,000,000.00	$3456.75 for the first $500,000.00 + $5.00/additional $1000.00
$1,000,000.01 and higher	$5956.75 for the first $1,000,000.00 + $4.00/ additional $1000.00

Plan Review Fee	65% of permit

State Surcharge

Work Valuation	Surcharge
$1,000,000.00 or less	(.0005) X the valuation
$1,000,000.01 - $2,000,000.00	(.0004) X the valuation + $500.00
$2,000,000.01 - $3,000,000.00	(.0003) X the valuation + $900.00
$3,000,000.01 - $4,000,000.00	(.0002) X the valuation + $1200.00
$4,000,000.01 - $5,000,000.00	(.0001) X the valuation + $1400.00
$5,000,000.01 and higher	(.00005) X the valuation + $1500.00
Flat Fee (permits under $2,010)	$1.00

Interior Remodeling/Basement Finish

Permit Fee	$125.00
Plan Review Fee	$100.00
State Surcharge	$5.00

Building Repair/Maintenance/Other

Roofing	$125.00 + State Surcharge from table above
Siding	$125.00 + State Surcharge
Windows – new openings	Based on UBC Fee Schedule
Windows – same openings	Based on UBC Fee Schedule
Above Ground Pool >5000 gal	$10.00 + State Surcharge
In-ground Pool	Valuation table above + State Surcharge from table above
Water Heater	$125.00 + State Surcharge
Demolition	$150.00 + State Surcharge
Fences >6’ height	Valuation table above + State Surcharge from table above
Fences < 6’ height	No Fee – Check setback requirements

Plumbing Permits	$125.00 + State Surcharge
Mechanical Permits	$125.00 + State Surcharge
ISTS/SSTS:	$400.00
Electrical Permits	Fee Schedule established in Minnesota Statutes 326B.37

Commercial Building Permits:

Work Valuation	Permit Fee
$0.00 - $500.00	$25.00
$501.00 - $2000.00	$25.00 for the first $500.00 + $3.25/additional $100.00
$2001.00 - $25,000.00	$73.50 for the first $2000.00 + $14.75/additional $1000.00
$25,001.00 - $50,000.00	$413.00 for the first $25,000.00 + $10.75/additional $1000.00
$50,001.00 - $100,000.00	$681.75 for the first $50,000.00 + $7.50/additional $1000.00
$100,000.01 - $500,000.00	$1,056.75 for the first $100,000.00 + $6.00/additional $1000.00
$500,001.00 - $1,000,000.00	$3,456.75 for the first $500,000.00 + $5.00/additional $1000.00
$1,000,000.01 and higher	$5,956.75 for the first $1,000,000.00 + $4.00/ additional $1000.00

Plan Review Fee	65% of permit fee

State Surcharge

Work Valuation	Surcharge
$1,000,000.00 or less	(.0005) X the valuation
$1,000,000.01 - $2,000,000.00	(.0004) X the valuation + $500.00
$2,000,000.01 - $3,000,000.00	(.0003) X the valuation + $900.00
$3,000,000.01 - $4,000,000.00	(.0002) X the valuation + $1200.00
$4,000,000.01 - $5,000,000.00	(.0001) X the valuation + $1400.00
$5,000,000.01 and higher	(.00005) X the valuation + $1500.00
Flat Fee (permits under $2,010)	$1.00

Plumbing Permits

Permit Fee	The greater of 1% of work valuation or $100.00
Plan Review Fee	65% of permit fee
State Surcharge	The greater of $5.00 or (.0005) X Permit Fee

Mechanical Permits

Permit Fee	The greater of 1% of work valuation or $100.00
Plan Review Fee	65% of permit fee
State Surcharge	The greater of $5.00 or (.0005) X Permit Fee

Electrical Permits	Fee Schedule established in Minnesota Statutes 326B.37
ISTS/SSTS:	$400.00

Demolition Permits

Permit Fee	The greater of 1% of work valuation or $100.00
Plan Review Fee	65% of permit fee
State Surcharge	The greater of $1.00 or (.0005) of Permit Fee

Sign Permits

Temporary	$10.00 + $5.00 State Surcharge
Permanent	Valuation table above + State Surcharge from table above
Fences/Privacy Walls over 6'	Valuation table above + State Surcharge from table above
Retaining Walls over 42"	Valuation table above + State Surcharge from table above

Additional Inspections/Fees

Additional inspections	$30/inspection
After Hours	$60/hour with 1 hour minimum
No fee specified	$30/inspection
Investigation Fee	Fee for work started without permit: Permit Fee less State Surcharge

Utility and Site Work:

Water Connection Charge (Per Unit)	$3,530.00
Water Availability Charge (*)	$5,512.50
Water Meter Charge	$235.00
Sewer Connection Charge (Per Unit)	$2,876.00
Sanitary Sewer Availability Charge (*)	$4,410.00
Stormwater Core Charge	$400.00
Metro SAC (subject to change as established by MCES)	$2,485.00
Sewer/Water Inspection Charge	$50.00
Park Dedication Fee	$3,394.00

* Requirements Per Ord. 510 – Public Utility Ordinance (charged with development agreement)

Silt Fence Escrow #	$750.00
Landscape Escrow #	$2,500.00
Driveway Escrow #	$3,500.00

Required at the time of permit issuance. Costs associated with silt fencing violations/enforcement will be subtracted from the escrow. Each citation fee is $35.00 and each re-inspection fee is $35.00.

Excavation/Grading Permit (30-500 cubic yards)	$200.00
Excavation/Grading Permit (>500 cubic yards)	Escrow based on engineering costs
ROW Excavation Permit Fee	$225.00
ROW Excavation Permit over 2,000 feet	Additional $0.25 per lineal ft.
*Additional $500 Inspection Escrow or Reimbursement Agreement	
Obstruction Permit Fee (per obstruction)	$90.00
Delay Penalty	$80.00

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Utility Fees:

Water user fees include a quarterly minimum charge or base rate of $46.31 per REU, which includes the first 6000 gallons of metered water usage. Quarterly fees for water usage include the base rate plus the following additional rates:

1. 7,000-12,000 gallons are an additional $2.20/1,000 gallons over 6,000 gallons,
2. 13,000-24,000 gallons are an additional $2.78/1,000 gallons over 12,000 gallons,
3. Over 24,000 gallons are an additional $3.47/1,000 gallons over 24,000 gallons.
4. Met Council WWTP $2.20/1,000 gallons over 6,000 gallons

Sanitary sewer user fees include a quarterly minimum charge or base rate of $44.16 per REU plus a sewer usage rate of $1.30 per 1000 gallons after the first 6,000 gallons, based upon the average metered water consumption rate for the previous months of October, November, December, January, February, and March. Users without a service account which includes prior winter months for averaging shall pay sanitary sewer user fees based upon actual water consumption.

Sewer Only Users: Quarterly Charge of $58.46

Stormwater Operating -User Fees $6.00 per REU per quarter

Public Street Lighting Fee $7.00 per REQ per quarter

The City Council may consider adjustments to unusually high sanitary sewer user fees, in such new account instances, or for sewer customers that do not have water accounts, on a case-by-case basis. Late Penalties calculated at 10% of total utility bill. Outstanding balances at year end are assessed at 12% interest.

Public Utility Ordinance (Ord No. 510)- Water Conservation Violations and Fees
First Offense: $25.00
Second Offense: $50.00
Each violation per day is a separate offense.

Ordinance Fees:

Public Nuisance Payable Offence (Ord No. 281-A) $75.00 per Offence

Fire False Alarms (Ord No. 505-A)

Malicious/Mischievous Alarms-	Staff time plus equipment rate
Non-Residential Property-	$150 up to five false alarms, $500 per call thereafter
Residential Property-	$150 up to five false alarms, $300 per call thereafter

Peddlers Ordinance Peddlers License (Ord No. 270-B) $100.00 per co. + $20.00 for each additional co. representative. $200.00 for permits issued after the fact.

Parking in ROW (Ord No. 250-B) and Winter Parking (Ord. No. 240-B)		$40.00 per Offence
Golf Cart Ordinance (Ord No. 282)	Fine for Violation	$75.00 per Offence
	Golf Cart Permit	$25.00
Animal Control (Ord. 210)	Animal Complaint Violations	$75.00
Liquor Ordinance (Ord No. 285)	Intoxicating Liquor – On Sale	$3,500.00
	Intoxicating Liquor – Off Sale	$240.00
	3.2 Malt Liquor – On Sale	$240.00
	3.2 Malt Liquor – Off Sale	$240.00
	Intoxicating Liquor – On Sale Sunday	$200.00
	3.2 Malt Liquor – Temporary	$70.00
	Intoxicating Liquor- Temporary	$70.00
	Once Day Consumption & Display	$25.00
	On-Sale Wine	$275.00
	Temporary Off-Sale Wine	$70.00

Cannabis Retail Registration (As stated, or half the amount under MN Statute 342.11, whichever is less)

Initial Registration +Year 1 Renewal	$500.00
Renewal Registration	$1,000.00
Mezzobusiness Retail Reg. +Yr 1 Renew	$500.00
Mezzobusiness Retail Annual Renewal	$1,000.00
Microbusiness Retail Reg. +Yr 1 Renew	$0
Microbuiness Retail Annual Renewal	$1,000.00
Registration Violations	$2,000

Temporary Cannabis Event $100 non-refundable $5,000 escrow

MINERAL EXTRACTION FACILITY-ANNUAL RENEWAL FEES (due before March 31 of each permit year)

Renewal fees are intended to cover the cost of permit administration, inspections, groundwater and surface water mitigation and monitoring requirements. Estimated expenditures for groundwater and surface water monitoring is illustrated on the attached Appendix A of the Mineral Extraction Ordinance.

Sales of less than 25,000 tons	$500.00
Sales of 25,001 to 50,000 tons	$1000.00
Sales of 50,001 to 75,000 tons	$1500.00
Sales of 75,001 to 100,000 tons	$2,000.00
Sales of 100,001 to 125,000 tons	$2,500.00
Sales of 125,001 to 150,000 tons	$3,000.00
Sales of 150,001 to 175,000 tons	$3,500.00
Sales of 175,001 to 200,000 tons	$4,000.00
Sales of 200,001 to 250,000 tons	$5,000.00
Sales of each 50,000 tons over 250,000	Additional $1,000.00

The calculation of sales tonnage shall be based on the annual aggregate material summary prepared by Dakota County.

Miscellaneous:

Water shut off	$25.00-regular hours*; $250.00-after hours
Water turn on	$25.00-regular hours*; $250.00-after hours
Meter testing	$50.00-regular hours*
Rewire Meter Reader	$50.00-regular hours*
Building Rental	$50.00-$500.00 (varies by usage and location)
Document Recording fee	$100.00
Names/addresses lists	$60.00 per hour
Research	$60.00 per hour
Copies	20 cents per blk & white / 50 cents for color – per copy
Election Filing Fee (Mayor/Council)	$2.00

Street & Maintenance:

Clean-up of Yard Clippings from Street	$150 per address
Nuisance Abatement	$TBD (Based on Staff Time and Equipment Usage

Public Works Rental:

Resident Fees/Non-Profit Groups:

Monday-Thursday No Alcohol	
All Day	$150.00 +$150.00 damage deposit
Monday-Thursday Alcohol	
All Day	$250.00+ $250.00 damage deposit
Friday-Sunday No Alcohol	
All Day	$200.00 + $200.00 damage deposit
Friday- Sunday Alcohol	
All Day	$350.00 + $350.00 damage deposit

Regular Fees:

Monday-Thursday No Alcohol	
All Day	$200.00 + $200.00 damage deposit
Monday-Thursday Alcohol	
All Day	$300.00 + $300.00 damage deposit
Friday- Sunday No Alcohol	
All Day	$250.00 + $250.00 damage deposit
Friday-Sunday Alcohol	
All Day	$600.00 + $600.00 damage deposit

Stelzel Fields Rental:
Weekday Monday-Thursday
Fields: $30.00 per field
Lights: $30.00 per field

Weekend Friday-Sunday
Fields: $75.00 per field/ $300.00 all fields/ $900.00 all weekend
Lights: $30.00 per field
Garbage: $$ 50.00 per day (Friday-Sunday) $25.00 per day (Monday-Thursday)

Concessions: $100.00 Per day (Friday-Sunday) / $75.00 per day (Monday-Thursday)
Maintenance Fees: $400.00 Per Summer Season / $200.00 Per Fall Season/ or $50.00 per day for Individual Events
Lost Keys/Credentials: $400 per instance

City Hall Meeting Room Rental (Non-Profits Only):
$25.00 + $75.00 Deposit

Town Hall Park Picnic Shelter:
$25.00 + $75.00 Deposit

Mobile Food Units:

Single event (1-3 days)	$50.00	
Seasonal (4-21 days)	$125.00	The City may impose a double fee for applicants who have been found to operate a Mobile Food Unit without prior license approval by the City Council.

SECTION 4. FEE PAYMENT AND COMPLETE APPLICATIONS

Applications for zoning actions and construction permits shall not be considered complete until all fees required in this Ordinance have been received by the City. Outstanding debts from previous zoning actions, construction permits and other City services must also be paid by an applicant before a new application or permit will be considered complete.

All applications for any permit or approval shall be signed by the applicant(s) and all owners of the property to which the request applies. The applicant(s) and owner(s) shall be deemed jointly and severally liable for the payment of all fees and escrows required by Section 3 of this Ordinance. The escrows set forth in Section 3 of this Ordinance are minimum estimates only, and actual costs may exceed the escrow amounts. In the event the City's administrative expenses, operating expenses, and out of pocket expenses incurred in processing the applicants' and owners' request exceed the escrow amount deposited, the applicant(s) and property owner(s) shall remain liable for the difference between the amount of such costs incurred by the City and the amount of the escrow posted with the City regardless of whether the applicants' and/or property owners' request is granted or denied.

In the event the applicant or property owner does not reimburse the City within 10 days of billing for the difference between the amount of escrow deposited and the actual costs the City incurred in processing the applicant(s)/owners(s) request, the City shall be authorized to certify said unreimbursed costs to the County

Auditor for payment with the owner's property taxes pursuant to Minn. Stat. § 366.012. All unused escrow funds will be returned to the applicant upon completion of processing of the application in question.

SECTION 5. REPEAL AND REPLACEMENT

City of Empire Ordinance No. 515-2026~~5~~ is repealed and replaced by City of Empire Ordinance No. 515-2026A.

SECTION 6. EFFECTIVE DATE

Ordinance No. 515-2026A was adopted this 24~~9~~th day of ~~December~~ March 2026~~5~~ ~~and shall take effect on January 1, 2026, and after its publication according to law.~~.

ATTEST:

_____
Melanie Lee, Mayor

_____
Charles Seipel-Teng, Clerk-Administrator

Summary Published in the Dakota County Tribune on ~~December 19~~April 3, 2026~~5~~.

Permit Fee Summary

City	ROW Permit Fee	Footage Included with ROW Permit	Per Foot Beyond Included Footage	Cost Per Excavation	10,000' with 90 Excavations Example Project Fee
Jordan	$169.00	100	$0.40		$4,129.00
Plymouth	$125.00	100	$0.40	$160.00	$18,485.00
Minnetonka	$150.00		$0.50	$75.00	$11,900.00
Shakopee	$400.00	0	$0.57		$6,100.00
Apple Valley	$272.00	100	$0.33		$3,539.00
Victoria	$325.00	250	$0.30		$3,250.00
Burnsville	$347.00	300	$0.26		$2,869.00
Eagan	$250.00	1000	$0.20		$2,050.00
Rosemount	$200.00	1000	$0.20		$2,000.00
Inver Grove Heights	$200.00	1000	$0.20		$2,000.00
Lakeville	$225.00	2640	$0.21		$1,770.60
Farmington	$160.00	1000	$0.16		$1,600.00
Hastings	$130.00	1000	$0.13		$1,300.00
Belle Plaine	$100.00		$0.03		$400.00
Prior Lake	$250.00				$250.00
Savage	$200.00				$200.00
Elko New Market	$150.00				$150.00
New Prague	$100.00				$100.00
Average	**$210.82**		**$0.27**	**$117.50**	**$3,409.62**
Empire	$225.00	2000	$0.25		$2,225.00

ORDINANCE NO. 515-2026A
Summary for Publication
City of Empire

The City Council of the City of Empire adopted *Ordinance No. 515-2026A, City of Empire Fee Schedule* on March 24, 2026, and approved this summary for publication. Ordinance No. 515-2026A includes several sections, with the proposed amended sections to read as follows:

SECTION 3 Applications

Large Assembly escrow*	$100.00 non-refundable	$~~5,000~~1,000.00
ROW Excavation Permit Fee		$~~180.00~~225.00
ROW Excavation Permit over ~~2,640~~ 2,000 feet		Additional $0.25 per lineal ft. *Additional $500 Inspection Escrow or Reimbursement Agreement
Obstruction Permit Fee (per obstruction)		$90.00
Delay Penalty		$80.00

The Ordinance, in its entirety, can be found on the City's website: www.empiremn.gov

Published in the Dakota County Tribune on April 3, 2026.

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Information on Proposed Reimbursement Agreement Between City of Empire and Frontier Communications for Inspection Reimbursement

Section 20.03, Item C of Ordinance 375 requires that the cost of all inspections for ROW permit work be paid by the permittee. This draft agreement has been reviewed the City's attorney and is similar to the agreement that the City of Rosemount uses for reimbursements for fiber installations.

The draft agreement has been provided to Frontier Communications but not yet accepted. Frontier is asking for more time to review the agreement and that it be brought to City Council for consideration at the April 14th Meeting. This item is an FYI for review and discussion.

Staff recommends that the ROW permits for the Frontier Communications installation not be issued until the agreement is accepted by Frontier.

Attachment(s): *City_of_Empire_Draft_Letter_Reimbursement_Agreement.pdf*

REIMBURSEMENT AGREEMENT
Fiber to the Premises

This letter agreement ("Agreement") is effective March 24, 2026 ("Effective Date") and sets forth the mutual understanding between the City of Empire ("City ") and Frontier Communications ("Permitee") regarding the subject matter set forth herein. With the present intent to be bound, the parties agree as follows:

1. Background. Permitee wishes to commence with the construction of a fiber-to-the-premises network in the City ("Project"). The City wishes to retain a consultant (the "Consultant") to perform periodic inspections of the construction work related to the Project (the "Inspection Work"). Permitee is willing to reimburse the City for the cost of the Inspection Work in accordance with the terms of this Agreement.

2. Reimbursement. The Consultant will be paid $200.00 per hour for 2026, rate shall be reviewed and adjusted annually, partial hours prorated, to perform the Inspection Work. On a monthly basis, the City will invoice Permitee for all Inspection Work performed by the Consultant during the prior month. Each invoice will contain reasonable documentation evidencing the Inspection Work performed by the Consultant including, at a minimum, the date, location and hours spent per day on the invoiced Inspection Work. No later than 30 days after receipt of a proper invoice from the City, Permitee will remit payment to the City. Notwithstanding anything to the contrary in this Agreement, the amount Permitee will be required to reimburse the City for the Inspection Work will not exceed $25,000.00 for the duration of the Project without Permitee's written consent to any additional fees.

3. Disputes. If Permitee disputes any aspect of an invoice, the appropriate Consultant representative will contact the City Administrator stating the nature of the dispute. The parties shall attempt, in good faith, to resolve any dispute within the 30 days provided for Permitee to pay the City after receipt of an invoice pursuant to Section 2. All undisputed amounts must be paid within the 30-day payment period.

4. Term. This Agreement is effective from the Effective Date until December 31, 2026.

5. Parity. Consistent with and to the extent required by applicable law, including, but not limited to, 47 U.S.C.253, the City agrees that it will not impose any requirements on Permitee that are more burdensome, either operational or financially, than those imposed on any other communications provider utilizing City controlled right-of-way, and that in the event another communications provider intends to construct a communications infrastructure throughout the City, such communications provider will be required to reimburse the City for inspection fees that are substantially similar to those imposed on Permitee under this Agreement.

6. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE

OTHER PARTY, SUCH OTHER PARTY'S AFFILIATES, OR THEIR OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES OR CUSTOMERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE, OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS OR LOSS OF USE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS BY REASON OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY DEFECT, DELAY IN AVAILABILITY, OR FOR ANY OTHER CAUSE.

7. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and Permitee, and neither party will be liable for the payment or performance of any debt, obligations, or liabilities of the other party, except as expressly stated herein.

8. Waiver. The failure by a party to insist in any one or more instances upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of the right to such performance, or to future performance, of such term or condition by the other party, and the obligation of both parties for performance of that term or condition shall continue in full force and effect.

9. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by U.S. certified mail, return receipt requested to the following addresses with a copy sent via email to the following email addresses:

a.	As to the City:	City of Empire 3385 197th Street W, Farmington, MN 55024 admin@empiremn.gov
b.	As to Permitee :	Frontier Communications _____[address/email]

10. Entire Agreement; Amendments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing regarding the subject matter of this Agreement. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the parties.

11. Applicable Law. This Agreement will be governed by all the laws of the State of Minnesota without regard to the choice of law provisions thereof.

12. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Accepted and agreed to as of the date first written above

Frontier Communications

By: _____
Name: _____

City of Empire, Minnesota

By: _____
Melanie Lee, Mayor

Attest:

_____
Charles Seipel-Teng, City Clerk-Administrator

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Information on Dakota County CIP Update

Notes from the March 9 Meeting with Empire and Dakota County Staff are attached.

Attachment(s): Dakota Co. CIP Update.pdf

Agenda: 2027-2031 Capital Improvement Programs

City of Empire (Q1 Meeting)

Date: 03/09/2026

Introductions

City: ☒Jenni Faulkner, ☒Brad Fisher, ☒Charles Seipel-Teng

County: ☐Barry Becker, ☒Erin Borchert, ☒Jake Chapek, ☐AJ Fisher, ☒Tyler Krage, ☒Erin Laberee, ☒Lil Leatham, ☐John Mertens, ☒Tony Wotzka

Greenways & Trail Gaps

Current Project Status

2026-2030 CIP

- Vermillion Highlands Greenway – 155th to Whitetail Woods Regional Park
  - Consultant contract recently started for feasibility & alignment analysis. Includes crossing of CSAH 46.
- Vermillion Highlands Greenway – Whitetail Woods Park to Farmington
  - Verbal agreement with Met Council.
  - Design consultant prepared exhibit for space required and will set stage for official agreement with Met Council.
  - Timeline: late 2027 construction goal but dependent on pace of right-of-way agreements.
  - Adelman property easement needed. Small acquisition along 197th Street.
- Vermillion River Greenway – Biscayne to Miles WMA
  - Working with DNR & Met Council to confirm alignment.
- Whitetail Woods Regional Park – Improvements

Potential Projects

Greenways

Trail Gaps

- Active living program can support grant writing for trails & sidewalks that are both on & off county system. If Empire is interested in grant support, contact Lil Leatham
- 2050 Dakota County Park's, Greenways & Natural Systems plan recently adopted. County requesting City incorporate into planning. Will provide GIS shape files.

Regional Rail Authority

- Regional rail set-aside being used to evaluate at-grade rail crossings of county roads. Consultant contract to evaluate priority locations to determine how to schedule improvements.

Potential Projects

Transit & Regional Rail Authority

Transportation

Current Project Status

Projects

- CP 46-067 (CSAH 46: at TH 52 Ramps – Temporary Signals) – 2026 Construction
- CP 81-014 (CR 81: CSAH 66 to CSAH 46 – Reconstruct) – 2026 Preliminary Engineering
- CP 99-013 (CSAH 46: TH 3 to 1,300' E of CR 48 – Reconstruct) – 2026 Design, 2027 Right of Way, 2029 Construction

Roadway Pavement Preservation Plan

2026

- CP 81-015 (CR 81: TH 50 to CSAH 66 – Reclamation)

2027

2028

- CSAH 46: CSAH 31 to TH 3

2029

2030

Trails Pavement Preservation Plan

2026

2027

2028

2029

2030

Potential Projects

Roadway

- CP 33-020 (CR 33: 170th St to CSAH 46 – New Alignment)
    - Lakeville will not extend service to site and Empire does not plan to get utilities to this location until after new water tower is complete. Water tower planned for completion in 2028. Service extension from water tower to future development could occur within 2-3 years following.
- CP 97-215 (179th St Extension: Bridge over North Creek)
- City Planning Items:
    - Population may reach 5000 (triggering transportation cost share) by 2030+ but this is reliant on the water tower to add service capacity as the existing water tower cannot sustain that growth.
    - City working with Met Council and their higher standards for extending the MUSA.
        - To extend, you must prove that the market can absorb what you are asking for.
        - Rules from Met Council were published recently.

Trail Resurfacing/Replacement

Issues & Needs

Traffic & Safety

- Aging Signals
    - None with Empire
- Intersection Crash List (ICL)
    - Reference attached traffic ICL list
    - CSAH 46 & TH 52 – Temp signals anticipated to be online April 1, 2026

Storm Sewer Repairs

Joint Powers Agreements

- New in 2026 – JPA's will be executed prior to entering consultant contracts
- Discussion: City billing at time of construction award (95% of cost share); reconciliation of cost shares at completion of project

Turnbacks

Additional Topics

CIP Process/Schedule

February/early March: Q1 City CIP Meetings
April 15: receipt of City Letter of Request
June: Draft of CIP
July/August: County Budget Workshops
August/September: Q3 CIP Meetings
September 22: County Board authorizes release of draft of CIP for comment
November 6: City Council Resolutions of Support due
December 1: Public hearing
December 15: County Board adopts CIP

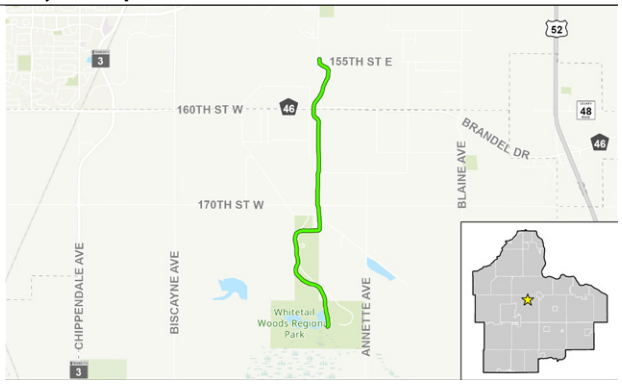
Vermillion Highlands Greenway - 155th to Whitetail Woods Regional Park

Project Number(s):	Year of Board Authorization:	Target Completion:	Priority:
PG-019	2027	2029	3
Project Location:	**JL Key:**	**Project Type:**	**Lead Agency:**
Rosemount, Empire		Greenway Development	Dakota County

Project Description:

NEW - Tier two Greenway. Current request would be for preliminary and final design to be completed in 2027-2028 with land acquisition and easements and construction in 2028-2029. Coordination of this project will be needed with County Project 99-013 for the crossing of CSAH 46 and any proposed construction. The completion of this project will provide a key Greenway connection to Whitetail Woods Regional Park from the north.

Project Graphic



Project and Fiscal History:

Project Revenues	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Revenues Estimate	2026 Project Revenues Estimate Change
Active Transportation	Design	-	-	-	143,672	-	-	-	-	143,672	143,672
Unfunded	Construction	-	-	-	-	2,500,000	-	-	-	2,500,000	2,500,000
Transportation Sales Tax	Design	-	-	-	156,328	-	-	-	-	156,328	156,328
Total		**-**	**-**	**-**	**300,000**	**2,500,000**	**-**	**-**	**-**	**2,800,000**	**2,800,000**

Project Expenditures	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Expenditures Estimate	2025 Project Expenditures Estimate Change
Consulting Services	Design	-	-	-	300,000	-	-	-	-	300,000	300,000
New Construction	Construction	-	-	-	-	2,500,000	-	-	-	2,500,000	2,500,000
Total		**-**	**-**	**-**	**300,000**	**2,500,000**	**-**	**-**	**-**	**2,800,000**	**2,800,000**

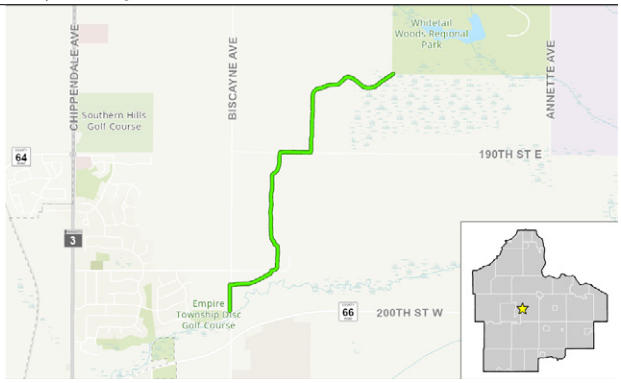
Vermillion Highlands Greenway - Whitetail Woods Regional Park to Farmington

Project Number(s):	Year of Board Authorization:	Target Completion:	Priority:
2000233-2	2024	2028	3
Project Location:	**JL Key:**	**Project Type:**	**Lead Agency:**
Empire, Castle Rock Township, Farmington, Whitetail Woods Regional Park	2000233	Greenway Development	Dakota County

Project Description:

NEW - Tier One Greenway. In the 5 year plan and next on the list from the 2021 Acceleration projects. Preliminary design is to be completed in 2024-2025 with Final design proposed in 2025-2026.

Project Graphic



Project and Fiscal History:

Previously Approved: 2024: $175,000 total ($148,750 TAA + $26,250 ELF) Preliminary Design

Note: Additional external funding may be sought for this project. Use of external funds are subject to the approval and acceptance of the County Board.

Project Revenues	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Revenues Estimate	2026 Project Revenues Estimate Change
Active Transportation	Design	-	241,962	-	-	-	-	-		241,962	241,962
Environmental Legacy Fund	Design	-	26,250	-	-	-	-	-		26,250	26,250
Transportation Sales Tax	Design	-	156,788	-	-	-	-	-		156,788	156,788
Active Transportation	Construction	-	-	-	1,413,217	-	-	-		1,413,217	1,413,217
Transportation Sales Tax	Construction	-	-	-	746,828	-	-	-		746,828	746,828
Total		**-**	**425,000**	**-**	**2,160,045**	**-**	**-**	**-**		**2,585,045**	**2,585,045**

Project Expenditures	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Expenditures Estimate	2025 Project Expenditures Estimate Change
Consulting Services	Design	-	425,000	-	-	-	-	-	-	425,000	425,000
New Construction	Construction	-	-	-	2,000,045	-	-	-	-	2,000,045	2,000,045
Consulting Services	Construction	-	-	-	160,000	-	-	-	-	160,000	160,000
Total		**-**	**425,000**	**-**	**2,160,045**	**-**	**-**	**-**	**-**	**2,585,045**	**2,585,045**

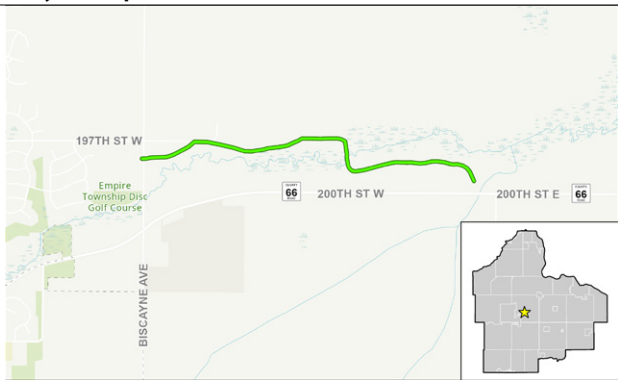
Vermillion River Greenway - Biscayne to Miles WMA

Project Number(s):	Year of Board Authorization:	Target Completion:	Priority:
PG-021	2027	2029	3
Project Location:	**JL Key:**	**Project Type:**	**Lead Agency:**
Empire		Greenway Development	Dakota County

Project Description:

NEW - Tier two Greenway. Current request would be for preliminary design to be completed in 2027-2028 with final design proposed in 2028-2029.

Project Graphic



Project and Fiscal History:

Project Revenues	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Revenues Estimate	2026 Project Revenues Estimate Change
Active Transportation	Design	-	-	-	113,672	162,394	-	-	-	276,066	276,066
Transportation Sales Tax	Design	-	-	-	136,328	162,606	-	-	-	298,934	298,934
Total		**-**	**-**	**-**	**250,000**	**325,000**	**-**	**-**	**-**	**575,000**	**575,000**

Project Expenditures	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Expenditures Estimate	2025 Project Expenditures Estimate Change
Consulting Services	Design	-	-	-	250,000	325,000	-	-	-	575,000	575,000
Total		**-**	**-**	**-**	**250,000**	**325,000**	**-**	**-**	**-**	**575,000**	**575,000**

Whitetail Woods Regional Park - Improvements

Project Number(s):	Year of Board Authorization:	Target Completion:	Priority:
2000638	2026	2028	3
Project Location:	**JL Key:**	**Project Type:**	**Lead Agency:**
Whitetail Woods Regional Park		Park Development	Dakota County

Project Description:

2026 is Improved Stage and shade for the performance area.Long-Range Plan is scheduled to be updated in 2027. Future potential projects (2027-2028) may include additional camper cabins, sledding hill amenities, educational/interpretive amenities and facilities, warming house and natural resource improvements.

Project Graphic



Project and Fiscal History:

Current Request: 2026 ($308,689 PTLF secured) for stage/performance area improvements.
2027: $4,000,000 total ($3,000,000 Regional Parks Bonding- unsecured and $1,000,000 PTLF - secured) for future master plan improvements.
2028: $3,000,000 Total ($750,000 Environment and Natural Resources Trust Fund (ENRTF)- unsecured + $2,250,000 PTLF-unsecured) for future master plan improvements.

Note: Availability of Regional Park Bonding, PTLF and ENRTF is dependent upon legislative outcomes and County Board acceptance of grant funds.

Project Revenues	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Revenues Estimate	2026 Project Revenues Estimate Change
Environment and Natural Resources Trust Fund	Construction	-	-	-	-	750,000	-	-	-	750,000	750,000
Parks and Trails Legacy Funds (PTLF)	Construction	-	-	308,689	1,000,000	2,250,000	-	-	-	3,558,689	3,558,689
Regional Park Bonding	Construction	-	-	-	3,000,000	-	-	-	-	3,000,000	3,000,000
Total		**-**	**-**	**308,689**	**4,000,000**	**3,000,000**	**-**	**-**	**-**	**7,308,689**	**7,308,689**

Project Expenditures	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Expenditures Estimate	2025 Project Expenditures Estimate Change
New Construction	Construction	-	-	308,689	4,000,000	3,000,000	-	-	-	7,308,689	7,308,689
Total		**-**	**-**	**308,689**	**4,000,000**	**3,000,000**	**-**	**-**	**-**	**7,308,689**	**7,308,689**

Empire Trail Gaps on the County System

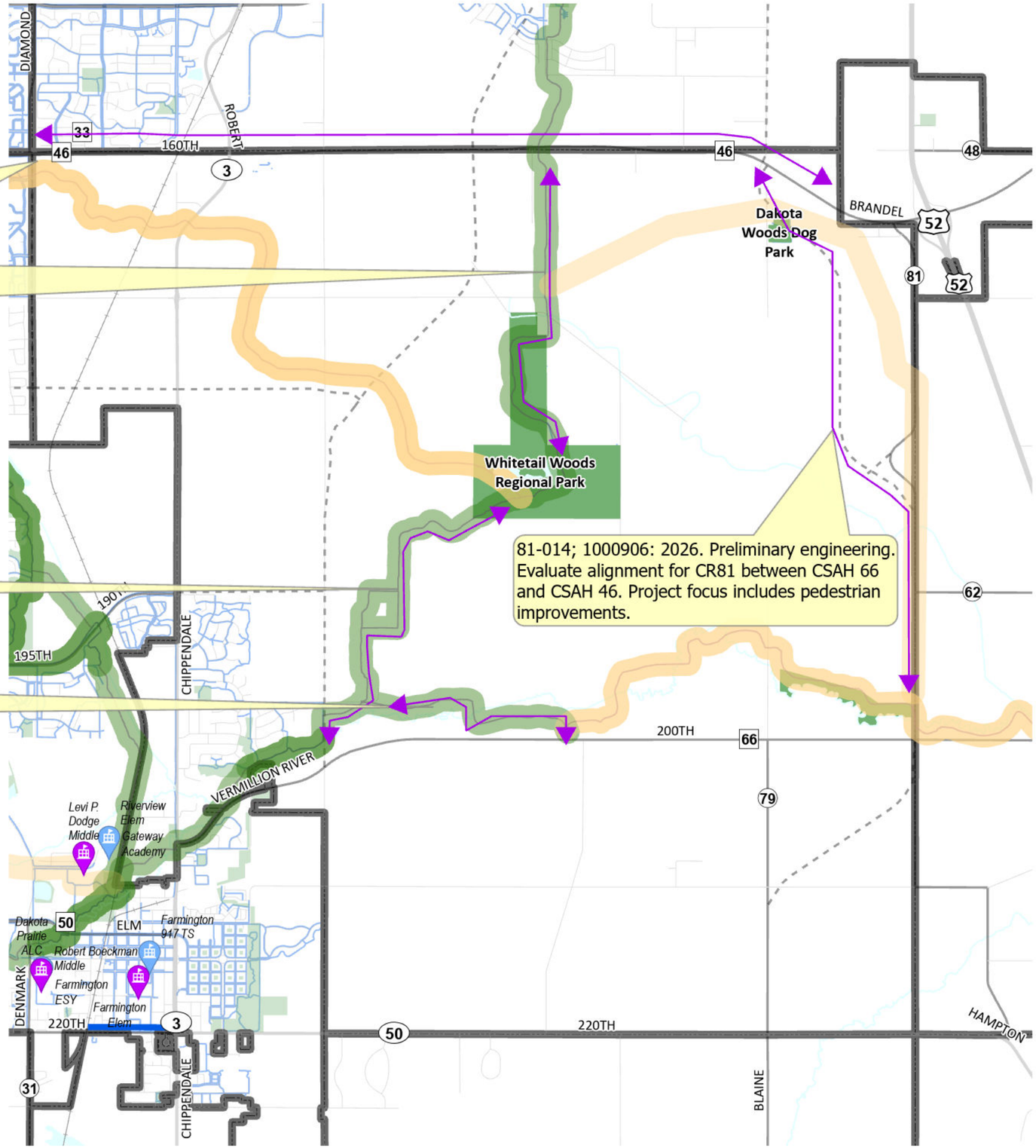
99-013 Lane Additions. 2029 construction. Expansion of CSAH 46 from TH 3 to CR 48 across Rosemount, Coates, and Empire. The project will included a grade separated crossing for Vermillion Highlands Greenway.

PG-019 Vermillion Highlands Preliminary engineering by 2028 with land acquisition, easements, and construction in 2028-2029. Coordination of this project is will be needed with project 99-013 and any proposed construction.

2000233-2 Vermillion Highlands Greenway
Final design in 2025-2026. 2027 construction.

PG-201 Vermillion River Greenway. Biscayne Ave to WMA.
2027-28 preliminary design, 2028-29 final design.

81-014; 1000906: 2026. Preliminary engineering. Evaluate alignment for CR81 between CSAH 66 and CSAH 46. Project focus includes pedestrian improvements.



Legend

- Existing and Planned Greenways
- Greenway Search Corridor
- City trails and sidewalks
- County Park
- Park
- Future County highway
- School
- School with SRTS Plan
- CIP Project

Dakota County Physical Development Division
Office of Planning
Western Service Center
14955 Galaxie Ave, Apple Valley MN, 55124

952-891-7000 www.co.dakota.mn.us

Date Saved: 2/24/2026 4:19 PM

CR 81: CSAH 66 to CSAH 46 - Reconstruct

Project Number(s):	Year of Board Authorization:	Target Completion:	Priority:
81-014; 1000906	2026	TBD	3
Project Location:	**JL Key:**	**Project Type:**	**Lead Agency:**
Empire, Vermillion Twp	ST81014	Resources	Dakota County

Project Description:

RESOURCES: Preliminary Engineering

This project will develop and evaluate alignment alternatives for CR 81 (Clayton Avenue) between CSAH 66 (200th Street) and CSAH 46 (160th Street) in Empire and Vermillion Township. This project will focus on north/south connectivity, drainage, safety and pedestrian improvements, and look at the impacts of development in and around the corridor.

Project Graphic



Project and Fiscal History:

Project Revenues	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Revenues Estimate	2026 Project Revenues Estimate Change
Transportation Sales Tax	Design	-	-	400,000	-	-	-	-	-	400,000	400,000
Transportation Sales Tax	CIP Staff Delivery	-	-	80,000	-	-	-	-	-	80,000	80,000
Total		**-**	**-**	**480,000**	**-**	**-**	**-**	**-**	**-**	**480,000**	**480,000**

Project Expenditures	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Expenditures Estimate	2025 Project Expenditures Estimate Change
Consulting Services	Design	-	-	400,000	-	-	-	-	-	400,000	400,000
Project Delivery (staffing, etc.)	CIP Staff Delivery	-	-	80,000	-	-	-	-	-	80,000	80,000
Total		**-**	**-**	**480,000**	**-**	**-**	**-**	**-**	**-**	**480,000**	**480,000**

CSAH 46: TH 3 to 1,300 feet east of CR 48 - Reconstruct

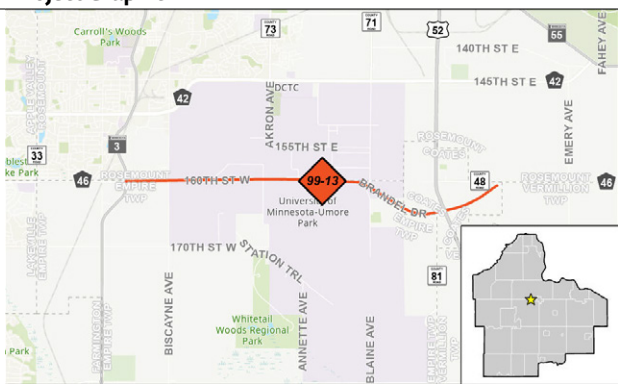
Project Number(s):	Year of Board Authorization:	Target Completion:	Priority:
99-013; 1000749	2020	2030	2
Project Location:	**JL Key:**	**Project Type:**	**Lead Agency:**
Coates, Empire, Rosemount	ST00011	Expansion	Dakota County

Project Description:

EXPANSION: Lane Additions

The project will expand CSAH 46 from TH 3 to 1,300 feet east of CR 48 in Rosemount, Coates, and Empire from two lanes to a four-lane divided section. This project will address safety and capacity needs due to increasing traffic volumes and a high proportion of heavy commercial vehicle traffic. The project includes a grade separated crossing for the Vermillion Highlands Greenway. The intersection of CSAH 46 and TH 52 east ramp is on the Intersection Crash Listing (ICL).

Project Graphic



Project and Fiscal History:

Project secured $10M in federal funding in the 2024 Regional Solicitation Roadway Strategic Capacity category.

Project Revenues	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Revenues Estimate	2026 Project Revenues Estimate Change
City	Design	-	144,000	112,500	-	-	-	-	-	256,500	256,500
Transportation Sales Tax	Design	-	1,656,000	1,387,500	-	-	-	-	-	3,043,500	3,043,500
City	Right-of-way	-	8,000	-	300,000	-	-	-	-	308,000	308,000
Transportation Sales Tax	Right-of-way	-	92,000	-	3,700,000	-	-	-	-	3,792,000	3,792,000
City	Construction	-	-	-	-	-	2,460,000	-	-	2,460,000	2,460,000
Department of Transportation/Federal Highway Administration	Construction	-	-	-	-	-	10,000,000	-	-	10,000,000	10,000,000
Transportation Sales Tax	Construction	-	-	-	-	-	30,340,000	-	-	30,340,000	30,340,000
City	CIP Staff Delivery	-	-	22,500	37,500	-	160,500	-	-	220,500	220,500
Transportation Sales Tax	CIP Staff Delivery	-	-	277,500	462,500	-	1,979,500	-	-	2,719,500	2,719,500
Total		**-**	**1,900,000**	**1,800,000**	**4,500,000**	**-**	**44,940,000**	**-**	**-**	**53,140,000**	**53,140,000**

Project Expenditures	Phase	Original Project Estimate	Approved Budget	2026 Budget	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	Beyond 2031	Total Revised Project Expenditures Estimate	2025 Project Expenditures Estimate Change
Consulting Services	Design	-	1,800,000	1,500,000	-	-	-	-	-	3,300,000	3,300,000
Land Acquisition	Right-of-way	-	100,000	-	4,000,000	-	-	-	-	4,100,000	4,100,000
New Construction	Construction	-	-	-	-	-	42,800,000	-	-	42,800,000	42,800,000
Project Delivery (staffing, etc.)	CIP Staff Delivery	-	-	300,000	500,000	-	2,140,000	-	-	2,940,000	2,940,000
Total		**-**	**1,900,000**	**1,800,000**	**4,500,000**	**-**	**44,940,000**	**-**	**-**	**53,140,000**	**53,140,000**

<table>
<tr><th>County Project #</th><th>Intersection</th><th>Existing/Proposed Notes</th><th>Comments</th></tr>
<tr><td>NA</td><td>Aging Signals</td><td colspan="2">• None within Empire</td></tr>
<tr><td>NA</td><td>ICL</td><td colspan="2">• CRI 1.00 or above
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<tr><th>2 Locations 1.00 or above and Mitigations</th><th>CRI (2024)</th><th>CRI (2025)</th></tr>
<tr><td>CSAH 46 & TH 52 East Ramp*</td><td>2.80</td><td>3.36</td></tr>
<tr><td>CSAH 46 & TH 52 West Ramp*</td><td>1.52</td><td>2.84</td></tr>
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<tr><td>CP 46-58</td><td>CSAH 33 & CSAH 46 (Diamond Path)</td><td>• Existing ¾ intersection</td><td>• Crash Rate Index: 0.46
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• T intersection
• Near RR tracks</td><td>• Crash Rate Index: 0.32
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<td>• Existing signal</td>
<td>• Crash Rate Index: 0.49
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<td>CSAH 64 & TH-3</td>
<td>Roundabout</td>
<td>• Crash Rate Index: 0.62
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Note: **Red** text are summary of City comments

MEMORANDUM

Date:	March 24, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Charter Communications - Cable Lineup Changes

Attachment(s): *Empire City, MN LT_031726.pdf*

March 17, 2026

Mr. Charles Seipel - Teng
City of Empire
3385 197th Street
Farmington, MN 55024

Re: Spectrum Channel Lineup

Dear Mr. Seipel - Teng:

This letter will serve as notice that on March 31, 2026 Spectrum Mid-America, LLC, ("Spectrum") will add NewsNation to the TV Choice selection of available networks that customers can choose to add to their subscription.

Spectrum Mid-America, LLC, ("Spectrum") previously noticed you that on or after February 22, 2026, Spectrum would drop Tarima on channel 293 on the channel line-up serving your community, however, Spectrum has negotiated an agreement to continue carriage of Tarima, so this network will not be dropped.

This letter will serve as notice that on March 16, 2026, The Cowboy Channel rebranded to Cowboy Channel. There will be no change in programming. This change is out of Spectrum's control.

If you have any questions about this change, please feel free to contact me at (952) 367-4263 or via email at david.larson@charter.com.

Sincerely,



David Larson
Director of State Government Affairs Minnesota
Charter Government Affairs

16900 Cedar Avenue, Rosemount, MN 55068 | O (952)-367-4263 | david.larson@charter.com