EMPIRE CITY COUNCIL AGENDA
July 28, 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 7/14/2026 City Council Meeting; 7/27/2026 Park & Rec. Commission Meeting
D.2 Bill List as of 7/28/2026
D.3 Cash Balance Report as of 7/28/2026

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
1. Update on Proposed Salt Shed at Public Works Building Site
2. Request for Additional Street Lights on 197th Street

Law Enforcement

Park & Rec

Engineering

Planning

Administrator Report
1. Administrator's Report

G. Old Business

H. New Business

H.1 Consider Application of Large Assembly for Cambodian Temple (Annual Anniversary Celebration)
H.2 Update on Properties that have Received Nuisance Ordinance Violation Notices
H.3 Information and Discussion on Ordinance 110-A (Policy for City Council Meetings and Salaries)
H.4 Consider Approving JPA with Dakota County for Post Election Review
H.5 Information on Electric Scooters and Bikes and Usage on Roads and Trails
H.6 Information on Proposals for City IT Services

I. Meetings: City Council Budget Work Session 8/4/2026, 5:00 PM; Planning Commission Meeting 8/4/2026, 8:00 PM; Empire Celebration 8/6/2026, 6-8:00 PM (Park & Rec. Commission Meeting to Follow); Primary Elections 8/11/2026, 7:00 AM-8:00 PM; City Council Meeting 8/18/2026, 7:00 PM

J. FYI

K. Adjournment

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Minutes of the 7/14/2026 City Council Meeting; 7/27/2026 Park & Rec. Commission Meeting

Attachment(s): *7 14 26 Council Minutes.pdf*
PR Minutes 7 27 26.pdf

CITY OF EMPIRE

Empire City Council Meeting Minutes
July 14, 2026

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

Present were: Council Members: Eric Hanson; Danny Rubio; Marla Vagts; Mark Page. Also present were Brian Hilgardner, Consulting Engineer with Bolton & Menk; Jenni Faulkner, Consulting Planner with Bolton & Menk; Deputy Begay, Dakota County Sheriff's Deputy; Jerod Waltman, Maintenance Supervisor; Charles Seipel-Teng, Clerk-Administrator.

A. Call Meeting to Order and Flag Pledge

B. Roll Call

C. Approve the Agenda

Danny Rubio made a motion to move agenda item H.1, New Business, to follow the Consent Agenda. Mark Page seconded. Motion carried 5-0.

Eric Hanson made a motion to approve the agenda. Marla Vagts seconded. Motion carried 5-0

D. Consent Agenda

D.1 Minutes of the 6/23/2026 City Council Meeting; 6/30/2026 City Council Work Session; 7/7/2026 Planning Commission Meeting; 7/13/2026 Park & Rec. Commission Meeting

D.2 Bill List as of 7/14/2026

D.3 Profit & Loss / Budget Comparison Report as of 7/14/2026

D.4 Consider Adopting Resolution 2026-7A, Approving the List of Election Judges for the 2026 Primary and General Elections

Marla Vagts made a motion to approve. Eric Hanson seconded. Motion carried 5-0

E. Visitors

Dakota County Commissioner, Bill Droste, provided an update on the proposed tax levy for the County. There will be larger increases over the next five years to make up for shortfalls in the General Fund.

F. Committee Reports:

Maintenance / Sewer and Water / Road and Bridges

Jerod Waltman reported on the notice regarding radium and gross alpha testing on Well #3. The well is currently on quarterly testing for both. This past quarters testing brough the annual average for radium to 5.1. If the average stays below 5.4 pCi/L, it is rounded down to 5 and below the maximum limit. Gross Alpha for the well needs to stay below an average of 15 PCi/L. Testing continues for four quarters after the average stays below the maximum threshold.

In addition to obtaining an estimate from KLM for repainting the water tower, Jerod has reached out to USG Water Solutions. The City has received a proposal that staff is currently reviewing.

Law Enforcement

Deputy Begay provided an update on the statistics reports and issues happening in Empire. He reported that deputies are spending more time walking the trails.

Park & Rec

Eric Hanson that this last weekend's Summer Entertainment had a good turnout despite the hot weather. The Commission is working on getting ready for this year's Celebration. Food will be served outside and the Commission would like to see a misting station added this year. Council discussed the possibility of incorporating the promotion of bike and scooter helmet use at the Celebration. This can be done through the Sheriff's Department or staff providing information.

Engineering

Brian Hilgardner reported that public infrastructure improvements at Deer Creek 2nd Addition have been completed. A follow-up inspection prior to final paving has been set.

Planning

1. Consider Issuing IUP to Mecam Auto Sales for Automobile Sales at 20485 Chippendale Ave.

Jenni Faulkner reported that that Mecam Auto Sales has applied for an IUP to conduct the sale of automobiles in addition to vehicle repair, maintenance, and body work in relation to the automobiles for sale on the property. The property is in the MXR District and the display and sale of automobiles in the district is permitted as an IUP with several conditions. The business is leasing the property from the current owner and previous operator of American Motors. The IUP for American Motors has expired and cannot be transferred to the new business operator. Proposed hours of operation are the same as the previous owner.

After a public hearing held by the Planning Commission, the Commission recommends a maximum of 50 vehicles on site in addition to employee parking. The Commission heard from a property owner that had concerns about smells coming from the property when painting and autobody work takes place.

The proposed IUP permits repair of vehicles that the business owner intends to sell. A condition of the IUP will be that maintenance and body work must take place inside, with a maximum of two vehicles at a time, and in a facility that is ventilated so that odors cannot be detected from outside the property.

The business owner must also resubmit a site plan that shows proposed parking layout and setbacks.

Additional signage will require a permit.

Marla Vagts made a motion to approve the IUP for Mecam Auto Sales. Danny Rubio seconded. Motion carried 5-0

2. Consider Adopting Ordinance No. 2026-7 (Amendments to the Zoning Ordinance to Add Definitions for Data Centers and Warehousing)

Jenni Faulkner reported that the Planning Commission conducted a public hearing on a proposed amendment to the Zoning Ordinance that provides definitions for Data Centers and Warehousing. While the Zoning Ordinance does not allow data centers by interpretation in any zoning district, staff researched zoning ordinance definitions from other cities for both data centers and warehousing and recommends a hybrid definition for data centers that includes language about power and environmental controls, as well as a clear definition of large-scale data center operations from typical computer rooms. For the definition of warehousing, staff recommends a combination of language used by the cities of Rosemount and Farmington that clearly identifies what materials are being stored or distributed and establishes that they need to be stored in a building or facility.

After the hearing, the Planning Commission recommended adopting the proposed amendments to the Zoning Ordinance.

Mark Page made a motion to adopt Ordinance No. 2026-7. Eric Hanson seconded. Motion carried 5-0

3. Proposed Scope and Timeline for Development of 2050 Comprehensive Plan

Jenni Faulkner and Brian Hilgardner provided information on a proposal for the development of the 2050 Comprehensive Plan Update. The proposal included information on the project team, the planning process, items that the City already has a head start on with the recently completed AUAR and Park and Trail plans, and the various chapters that the plan covers. Some of the chapters will be started in 2027 and remaining chapters completed in 2028. Technical documents, including the required water supply plan update, will take place in 2027 and these expenses are included in the preliminary 2027 budget.

The total proposal for the development of the plan is $130,000. The City is eligible for up to $45,000 in grant reimbursement from the Metropolitan Council to assist and there may also be CBDG funds available to help offset some of the expense.

The proposal will be included with the grant application for funding support from the Metropolitan Council.

Administrator Report

1. Clerk-Administrator Report

Charles Seipel-Teng reported he has worked with the League of MN Cities to draft a policy related to plan administrator for the adopted Compensation and Classification Policy. The draft policy will be reviewed by the Personnel Committee and city's attorney before it is brought to Council for review and consideration.

We have worked with the city attorney to draft an access agreement for the repair of the stormwater line in the back yard of 3122 198th Street W. The draft agreement has been provided to the property owner for review. As far as handling future issues with stormwater lines in this neighborhood that are not in the development plans and not located in an easement; the attorney has advised that this is ultimately not a legal question, but if it becomes well known that the city stepped in here and helped out, we assume future property owners will expect similar treatment, which could lead to some costs the City hadn't planned for.

He is currently putting together a list of agreements that the City has on file. This list will include contract details and expiration dates and will provide to Council for review prior to the next budget work session.

City Council discussed possibility having the next Budget Work Session during first week of August. It was the recommendation of the City Council that this work session take place on Tuesday, August 4 from 5:00 to 7:00 PM.

Staff have received concerns about youth operating golf carts on streets and on bike paths. Law enforcement is aware and it is difficult to track down the owner of the carts. We have worked with Deputy Martin to put out information regarding e-bikes and scooters and where they are permitted. Staff have received complaints about e-scooters not being permitted on the paths. We have also received concerns about them being used on the path and cutting people off when they are walking down the path or exiting their driveway that crosses a path.

He has received complaints about a number of properties in violation of the city's nuisance ordinance. Notice has been sent out with a July 24th compliance date. If properties are not compliant by that date, information will be provided to City Council for next steps.

He and Brad Fisher met with Mike Murphy, the new General Manager for Amrize (mining company). We discussed upcoming reclamations and future mining activities in Empire.

Ron Eichten, Sr. Manager of Product Evaluation at Toro, has reached out to invite City Council to tour the Toro testing grounds located north of Southern Hills Golf Course.

G. Old Business

None.

H. New Business

H.1 Information on Private Well Sampling Results in Empire (Matt Belanger- Dakota County Environmental Resources)

Matt Belanger provided information on the private well sampling program that Dakota County conducted for wells around the county, including Empire. The wells are primarily in the AG District and testing was conducted for arsenic, chloride, manganese, nitrates, and coliform bacteria. 62 wells in Empire were tested and some wells tested higher in some of the categories. Property owners that had their well tested were provided with information on steps to take to reduce well contaminates. PFAS were not tested as part of this program due to costs, the many different types of PFAS contaminants, and the small number of labs that test for them. This may be something that is tested for in the future.

I. Meetings: City Council Meeting 7/28/2026, 7:00 PM; Planning Commission Meeting 8/4/2026, 8:00 PM; Empire Celebration 8/6/2026, 6-8:00 PM (Park & Rec. Commission Meeting to Follow); Primary Elections 8/11/2026; City Council Meeting 8/18/2026, 7:00 PM

J. FYI

J.1 Dakota County Physical Development Division Update

J.2 2026 Empire Candidate Notice of Filing

K. Adjournment

Marla Vagts made a motion to adjourn. Eric Hanson seconded. Motion carried 5-0. The City Council Meeting ended at 8:16 PM.

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Melanie Lee, Mayor

_____

Charles Seipel-Teng, Clerk - Administrator

Empire Park and Recreation Minutes

July 27th, 2026, 7:00 PM

The meeting was called to order by Chair Kacie Fahey. Present were Kacie Fahey, Amanda Stender, Lisa Klemmensen, Nicole Bower, Mark Page, and Shannon Coyne.

Sunday Night Entertainment was a scorcher at 95 degrees! We still saw 55 attendees, and all enjoyed the various puppet shows, bubbles, and balloon creations! As always, The Barron of Bubbles would love to return. The Puppet Wagon would too, though making them their own event would be preferred as they planned multiple types of shows, and show and tell to fill the hour.

During future Summer Entertainment events, should an air quality alert arise, Shannon will work with that weekend's volunteers and the vendor to see if the event can be shifted indoors and proceed, or to cancel/reschedule accordingly.

Empire Celebration is coming up quickly next Thursday, August 6th from 6-8pm! In lieu of multiple generators to keep beans and meat hot at the food line, it was suggested that we try chaffing trays as a simple and cost-effective solution. The committee is in favor of testing it as an option this year, so Shannon will purchase enough supplies to support six stations (2 beans, 2 hotdogs, 2 hamburgers). She will also print "Caution – Hot!" signs for the tables.

Greg's Meats didn't offer the 10% discount they have in the past and the price per patty went up, so hamburgers were more costly than previous years. Next year, we'll source a quote from Von Hanson's in Rosemount through Amanda's contact for comparison.

The misting station has arrived! Jerod will set it up to ensure proper function ahead of the event. The new freezer has arrived, too, and is stationed at City Hall. Jerod will move ice from the freezer and store it at Public Works, so Shannon can pick up the ice cream early and get it in the freezer a few days before Celebration to help keep it colder for day of.

All Park & Rec members should drop off their labeled coolers at City Hall by Wednesday evening, August 5th.

Hope Church has confirmed 6-8 volunteers and 4 explorers have confirmed thus far, too. Shannon will continue to organize the volunteer assignments as more names come in and will plug Parks and Planning Committee members in where needed.

The first meeting in August will be moved to Thursday, August 6th following Celebration with the August 10th meeting cancelled and the second meeting will be moved to Sunday, August 23rd following the FHS Band Night with the August 24th meeting cancelled.

Committee members volunteering for FHS Band Night should arrive at 4:30pm to begin popping popcorn. Once the show is underway, the meeting will begin so the team can be

prepared for clean-up and release at a reasonable time as the commitment is typically 4-5 hours.

The meeting was adjourned at 8:35pm.

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Bill List as of 7/28/2026

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

City of Empire

Claims List for Approval (July 15- July 28, 2026)

Invoices Paid Previous to Claims List Batch

15-Jul-26	28901	Metropolitan Council	Q2 2026 SAC Charges	4,920.30
15-Jul-26	EFT	United States Treasury	Federal Withholding	4,975.64
15-Jul-26	EFT	PERA	Retirement	2,711.67
15-Jul-26	EFT	Minnesota Dept. of Revenue	State Withholding	940.87
		SEE ATTACHED CLAIMS REGISTER REPORT		**79,324.28**

Subtotal	92,872.76
Payroll	13,252.02
Total	**106,124.78**

CITY OF EMPIRE

*Claim Register©

072826PAY

JULY 2026

Claim Type

Claim#	6495 *Campbell Knutson*		Ck# 028904	7/28/2026		
Cash Payment	E 101-41610-304 Legal Fees		Prosecuting Attorney			$3,133.96
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$3,133.96
Claim#	6496 *USAble Life*		Ck# 028922	7/28/2026		
Cash Payment	E 101-41510-133 Life		Life & Disability Ins.			$75.94
Invoice						
Cash Payment	E 101-45000-133 Life					$107.93
Invoice						
Cash Payment	E 101-43000-133 Life					$107.94
Invoice						
Cash Payment	E 600-49400-133 Life					$107.94
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$399.75
Claim#	6497 *Delta Dental of Minnesota*		Ck# 028908	7/28/2026		
Cash Payment	E 101-41510-132 Dental		Admin Dental			$90.36
Invoice						
Cash Payment	E 101-45000-132 Dental		Parks Dental			$74.23
Invoice						
Cash Payment	E 101-43000-132 Dental		Roads Dental			$74.23
Invoice						
Cash Payment	E 600-49400-132 Dental		Water Dental			$74.24
Invoice						
Cash Payment	G 101-21026 Dental Insurance		Dental Withholding			$87.16
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$400.22
Claim#	6498 *Dakota County Sheriffs Office*		Ck# 028907	7/28/2026		
Cash Payment	E 101-42000-317 Law Enforcement Contract		Q2 2026 Contract			$42,832.50
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$42,832.50
Claim#	6500 *Kennedy & Graven, Chartered*		Ck# 028914	7/28/2026		
Cash Payment	E 101-41610-304 Legal Fees		Legal Services			$848.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$848.00
Claim#	6502 *Barr Engineering Company*		Ck# 028903	7/28/2026		
Cash Payment	E 101-41000-303 Engineering Fees		Groundwater Monitoring			$3,365.00
Invoice	23190973.01-1					
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$3,365.00
Claim#	6503 *Advanced Light and Sound*		Ck# 028902	7/28/2026		
Cash Payment	E 101-45000-404 Equipment Repairs		Install NEMA Wi-Fi at Stelzel Fields			$364.00
Invoice	11150					
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$364.00
Claim#	6504 *Sweet Kneads*		Ck# 028919	7/28/2026		
Cash Payment	E 101-45000-392 Program Expenses		Hmbgr. / Hot Dog Buns for Celebration			$500.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$500.00

CITY OF EMPIRE

*Claim Register©

072826PAY

JULY 2026

Claim#	6505 *Total Entertainment/Kids Dance*		Ck# 028920 7/28/2026			
Cash Payment	E 101-45000-392 Program Expenses		Remaining Balance - 2026 Celebration			$500.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$500.00
Claim#	6506 *U.S.A Inflatables*		Ck# 028921 7/28/2026			
Cash Payment	E 101-45000-392 Program Expenses		2026 Empire Celebration			$1,095.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$1,095.00
Claim#	6507 *Little Blue Traveling Zoo*		Ck# 028915 7/28/2026			
Cash Payment	E 101-45000-392 Program Expenses		2026 Empire Celebration			$742.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$742.00
Claim#	6508 *Inspectron, Inc.*		Ck# 028912 7/28/2026			
Cash Payment	E 101-41000-300 Professional Services		June 2026 Inspections			$13,908.53
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$13,908.53
Claim#	6509 *Collazo, Carlos*		Ck# 028905 7/28/2026			
Cash Payment	R 101-41000-36220 Rents and Royalties		8/29/26 PW Rental Cancellation			$350.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$350.00
Claim#	6510 *Midwest Machinery Co.*		Ck# 028917 7/28/2026			
Cash Payment	E 101-45000-221 Equipment Parts		Roller Bearing			$152.52
Invoice	10977869					
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$152.52
Claim#	6511 *Xcel Energy*		Ck# 028924 7/28/2026			
Cash Payment	E 101-41000-381 Electric Utilities		51-6291687-0 City 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			$1,018.33
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.			$13.34
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			$0.00
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			$70.90
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$1,102.57
Claim#	6512 *Lother, Michael*		Ck# 028916 7/28/2026			

CITY OF EMPIRE

*Claim Register©

072826PAY

JULY 2026

Cash Payment	R 600-49400-37110 Rate Class I		W/S Overpayment			$170.05
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$170.05
Claim#	6513 *Dakota County Finance*		Ck# 028906 7/28/2026			
Cash Payment	E 101-43000-381 Electric Utilities		Q2 2026 Hwy 3 & 46 Lights			$32.06
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$32.06
Claim#	6514 *Juniors Tree Service*		Ck# 028913 7/28/2026			
Cash Payment	E 101-43000-402 Repair & Maintenance		Ash Trees Caldwell Ct.			$1,800.00
Invoice	89					
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$1,800.00
Claim#	6515 *Hawkins Water Treatment*		Ck# 028911 7/28/2026			
Cash Payment	E 600-49400-216 Chemical Products		Chlorine Cylinder			$30.00
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$30.00
Claim#	6516 *Farmers Mill & Elevator, Inc.*		Ck# 028910 7/28/2026			
Cash Payment	E 101-45000-208 Other Supplies		Weed Spray			$286.23
Invoice	R7000784					
Cash Payment	E 101-43000-224 Street Maintenance Materi		Weed Spray			$230.06
Invoice	R7000784					
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$516.29
Claim#	6517 *Dix, Bob*		Ck# 028909 7/28/2026			
Cash Payment	R 600-49400-37110 Rate Class I		W/S Overpayment			$9.12
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$9.12
Claim#	6518 *Wex Bank*		Ck# 028923 7/28/2026			
Cash Payment	E 101-43000-212 Motor Fuels		Fuel Card			$397.98
Invoice						
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$397.98
Claim#	6519 *ELAN FINANCIAL SERVICES*		Ck# 000934E 7/28/2026			
Cash Payment	E 101-41510-133 Life					$8.38
Invoice						
Cash Payment	E 101-45000-133 Life					$8.74
Invoice						
Cash Payment	E 101-43000-133 Life					$8.74
Invoice						
Cash Payment	E 600-49400-133 Life					$8.73
Invoice						
Cash Payment	E 101-41510-322 Postage		Postage Cert Mail			$471.55
Invoice						
Cash Payment	E 101-41510-433 Dues and Subscriptions		Annual Sam's Club Renewal			$120.00
Invoice						
Cash Payment	E 600-49400-322 Postage		Water Postage			$1,094.70
Invoice						
Cash Payment	E 600-49400-433 Dues and Subscriptions		MRW Water Expo			$450.00
Invoice						

CITY OF EMPIRE

*Claim Register©

072826PAY

JULY 2026

Cash Payment Invoice	E 600-49450-402 Repair & Maintenance	Sewer Parts				$19.01
Cash Payment Invoice	E 101-41000-215 Shop Materials	Shop Supply				$125.00
Cash Payment Invoice	E 101-45000-208 Other Supplies	Park Supply				$694.64
Cash Payment Invoice	E 101-45000-403 Improvements Other Than	New Picnic Table				$2,493.12
Cash Payment Invoice	E 101-45000-221 Equipment Parts	Bobcat Parts				$525.40
Cash Payment Invoice	E 101-41510-203 Forms and Paper	Paper				$37.34
Cash Payment Invoice	E 101-41510-201 Accessories	Accessories				$18.68
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$6,084.03
Claim#	6520 *Nitti Sanitation*		Ck# 028918 7/28/2026			
Cash Payment Invoice 975863	E 101-43000-384 Refuse Disposal	Road - Illegal Dumping Removal				$590.70
Transaction Date	7/28/2026	Due 0	Checking	10100	**Total**	$590.70

Claim Type	**Total**
	$79,324.28

Pre-Written Checks	$79,324.28
Checks to be Generated by the Compute	$0.00
Total	$79,324.28

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Cash Balance Report as of 7/28/2026

Attachment(s): Cash Account Balances 2026.pdf

CITY OF EMPIRE CASH BALANCES		**CITY OF EMPIRE CASH BALANCES**		
1/1/2026		*AS OF 7/28/2026*		
GENERAL FUND		GENERAL FUND		Int. Rate
GENERAL CHECKING	$21,165.66	GENERAL CHECKING	$26,029.74	0.05%
GENERAL SAVINGS	$1,699,470.40	GENERAL SAVINGS	$1,387,528.56	0.75%
TOTAL GENERAL	**$1,720,636.06**	TOTAL GENERAL	**$1,413,558.30**	
ROAD & BRIDGE SAVINGS	**$255,704.50**	ROAD & BRIDGE SAVINGS	**$256,338.90**	0.50%
CERTIFICATES OF DEPOSIT (MATURITY)		CERTIFICATES OF DEPOSIT		
12 MONTH CD (1/24/27)	$1,723,388.67	12 MONTH CD	$4,771,158.40	3.90%
	$1,723,388.67	24 MONTH CD	$699,531.77	4.00%
	$1,723,388.67	24 MONTH CD 2	$699,531.77	4.00%
24 MONTH CD (12/13/27)	$693,376.86	MN 4M FUND (1/29/31)	$500,390.02	3.90%
24 MONTH CD 2 (12/13/27)	$693,376.86			
TOTAL CD	**$6,556,919.73**	TOTAL CD	**$6,670,611.96**	
TOTAL CHECKING & SAVINGS	**$8,533,260.29**	**TOTAL CHECKING & SAVINGS**	**$8,340,509.16**	
ESCROW CHECKING	$16,809.65	ESCROW CHECKING	$23,309.65	
ESCROW SAVINGS	$10,108.17	ESCROW SAVINGS	$10,113.18	0.10%
TOTAL ESCROW	**$26,917.82**	**TOTAL ESCROW**	**$33,422.83**	
FLEX CHECKING	**$1,562.71**	FLEX CHECKING	**$1,411.34**	0.05%
12 MONTH CD (SOLAR ESCROW 5	**$132,987.46**	12 MONTH CD (SOLAR ESCROW	**$135,705.04**	4.10%
TOTAL	**$8,694,728.28**	**TOTAL**	**$8,511,048.37**	
DEBT		**DEBT**		
2019 STREET GO BOND	$1,200,000.00	2019 STREET GO BOND	$915,000.00	
TOTAL DEBT	**$1,200,000.00**	**TOTAL DEBT**	**$915,000.00**	
TOTAL EQUITY	**$7,494,728.28**	**TOTAL EQUITY**	**$7,596,048.37**	

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Jerod Waltman, Maintenance
RE:	1. Update on Proposed Salt Shed at Public Works Building Site

As you may recall, the 2026 Budget was amended to reallocate capital improvement funds from the purchase of a proposed Woodchipper to a Salt Storage Shed at the Public Works Building site. The proposed shed will be located at the north end of the Public Works Building with the opening facing east.

The scope of the proposal has been narrowed down to accept the quote from McNamara Contracting to install the base and from Greystone Construction to provide the canopy. The canopy is proposed to be a sandstone color to match the exterior of the existing building as shown in the attached color sheet from Greystone.

Itemized Cost Estimate

- Bunker Block 2' X 2' X 6' $60.00 per block 54 blocks Total=$3,240.00
- Asphalt Pad 34' X 50" 3" Bituminous Pavement= $13,428.00.
- Greystone Construction 26' Wide 45' Long 12' High Storage Building not installed= $11,940.00.

Greystone Construction Total not installed= $28,608.00.

As an update on this project, Jerod is preparing to place the order for the tan colored canopy. McNamara Contracting will be installing the base in Mid-August and the canopy should be brought to the site in September. The site plan notes some possible grading at elevations behind the structure, however grading on the slope should not be needed. As the canopy is ordered, staff will work to complete the building permit application.

Attachment(s): *Asphalt_Paving_Quote_-_Empire_Maintenance_Facility_Salt_Shed.pdf*
Material Only Contract - 7-8-26.pdf
Non-FR Colors.pdf
Salt Shed Site Plan & Grading Plan.pdf

McNamara Contracting, Inc.
16700 Chippendale Avenue
Rosemount, MN 55068
Phone: 651.322.5500 Fax: 651.322.5550
www.mcnamaracontracting.com

To:	City Of Empire	**Contact:**	
Address:	3385 197th Street	**Phone:**	
	Farmington, MN 55024	**Fax:**	
Project Name:	Empire Maintenance Facility Grading & Asphalt Paving	**Bid Number:**	
Project Location:		**Bid Date:**	4/7/2026
Addendum #:	-		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Bituminous Millings (Estimated QTY) (20 Ton Load)	60.00	TON	$30.00	$1,800.00
2	Fine Grading	171.00	SY	$20.50	$3,505.50
3	3" Bituminous Pavement SPWEA330C(R)	171.00	SY	$47.50	$8,122.50

Total Bid Price: $13,428.00

Notes:

- The above pricing is for milling delivery, fine grading, and bituminous installation ONLY and EXCLUDES: utility adjusts, patching of utility adjusts, traffic control, flag persons (if flag persons are necessary for us to safely complete our work they are to be furnished by others), saw cutting, removals, excavation, soil correction, winter conditions, pavement markings (temporary and/or permanent), test rolling, sweeping prior to bituminous installation, warranty of bituminous due to failures of the aggregate base and/or subgrade, warranty of bituminous due to insuffcient positive drainage in the aggregate base and/or subgrade, retainage beyond what owner holds from prime contractor, permits, DBE/SBE participation
- Quote includes a total of 2 Mobilizations. Additional mobilizations will be invoiced at $1,000 per each with no deduct should fewer mobilizations be necessary.
- Bond is included at 0.15%
- We reserve the right to approve the area we will be paving prior to mobilizing to the job. This may include, but is not limited to, being present for test rolling, string lining, and/or any other density and/or grade tests prior to mobilizing for our work.
- Quote assumes fully loaded 4 and/or 5 axle dump trucks will have access to all areas of our work. Further, this quote assumes that said fully loaded trucks will not be detrimental (cause rutting and/or deflection) to the material we are installing bituminous on top of.
- We reserve the right to negotiate the terms of any binding contract. This includes, but is not limited to, requiring that this quote and notes are included in said contract.

Payment Terms:

Payment due within 10 days after payment is made by Owner or within 30 days of invoice; whichever is sooner

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**McNamara Contracting, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Blake Conrad Blakec@mcnamaracontracting.com

GREYSTONE
CONSTRUCTION

CONTRACT

(Material Only)

This Contract is entered into this **8th** day of **July 2026,** by and between Buyer, and Greystone Construction Company, Seller.

Buyer	City of Empire, MN		
Address	2577 Vermillion River Trail	Phone Number:	651-319-6317
City State/Zip	Farmington, MN	County:	Dakota

1. **The Material**. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the material described below ("Material"), subject to the terms and conditions stated herein: Furnish only:

26'x45' Non-Engineered Single Pipe Fabric Building per exhibits A-E

2. **Contract Price**. Buyer agrees to pay to Seller for the Material the sum of **Eleven Thousand Nine Hundred Forty Dollars and no /100 ($11,940.00),** as adjusted by additions to and deletions from the Material that have been agreed to by the parties in writing.

3. **Payment Terms**. Buyer shall pay the Contract Price as follows:

   Contract balance billed upon delivery of building material, Due Net 30

   Payments due and unpaid hereunder shall bear interest from the date payment is due at the rate of 18% or, in the absence thereof, at the legal rate prevailing at the place the Material is delivered.

4. **Unloading of Material**. **Owner** shall be responsible for unloading the Material.

5. **Warranty**. Buyer agrees to look exclusively to the manufacturer of the Material for any warranties covering the Materials (including any design and engineering requirements of the Materials). Seller makes no warranty, express or implied, regarding the Materials or the design and engineering requirements of the Materials. The manufacturer's warranty is expressly in lieu of all other warranties covering the Materials, including any warranty of merchantability or fitness for a particular purpose or use, which are hereby expressly disclaimed by Seller. Buyer agrees to complete any warranty registration materials required in order to activate any manufacturer's warranties, and to deliver the completed warranty registration materials to the Manufacturer upon completion of installation.

   Any deviation from the recommended construction methods and/or specifications, or any experimental applications shall release the manufacturer from any liability regarding warranty or any other claims. The sole warranty for any product(s) supplied is limited to the warranty that is published and offered by the manufacture(s). No other warranties are expressed or implied.

6. **Governing Law.** This Contract shall be governed by the laws of the place where the Material is delivered.

7. **Assignment**. Neither party may assign the Contract without the written consent of the other.

Buyer:	_____	_____
Signature	_____	_____
By	_____	_____
Title	_____	_____
Date	_____	

This contract is not binding until signed by Greystone Construction Company. A copy of the executed contract should be sent to you within 10 days. If this contract is not accepted by Greystone Construction Company, the contract will become null and void and all down payments will be returned to you.

Seller:	**GREYSTONE CONSTRUCTION COMPANY**
Signature	_____
By	_____
Title	_____
Date	_____

GREYSTONE
CONSTRUCTION

EXHIBIT A

Labor Release

It is agreed and understood that the customer has elected to arrange for the erection of the tensioned membrane fabric building by a party other than Greystone Construction Company.

In this, Greystone Construction Company is released from any and all responsibility related to the erection, possible customization, or design of non-standard options not approved by building manufacturer.

Warranty registration requirements are the responsibility of the buyer. A warranty package including a disposable camera will be shipped with the building. The warranty documents must be completed by the buyer in accordance with the Warranty registration manual. The buyer must mail registration information and camera to the manufacturer. Failure to do so will void all warranties.

It is to be understood that any customization to the tensioned membrane fabric building not approved or manufactured by original manufacturer will result in the warranty being voided for the portion of the building effected by the alteration and any possible damage relating to that area are not covered by the manufacturer or Greystone Construction Company.

Any disagreement, labor dispute, or claim resulting from incorrect erection of the tensioned membrane fabric building will not involve Greystone Construction Company or the manufacturer.

Customer Signature	Date
Printed Name	Title
Greystone Representative Signature	Date

Owner's Responsibilities:

- Promptly remove snow from base of cover and area surrounding building
- Do not allow storage or accumulation of any material that would come in contact with structural supports, walls or fabric cover.
- Proper ventilation is required to prevent condensation.

GREYSTONE
CONSTRUCTION

EXHIBIT B

Waiver

I hereby give Greystone Construction Company permission to use photographs and/or video footage taken of me, my or my company's property and/or statements made by me or my company, in any and all future productions and/or publications without remuneration or liability. I understand that the above may be used for promotional purposes, both nationally and internationally.

Furthermore, I give Greystone Construction Company permission to edit any of the aforementioned photographs, video footage and/or statements for brevity, clarity or aesthetic purposes.

COMPANY NAME: _____

YOUR NAME: _____

TITLE: _____

ADDRESS: _____

_____

PHONE #: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

EXHIBIT C

Foundation Design and Installation Release

It is agreed and understood that the customer has elected to arrange for the design and installation of the footings/foundation by a party other than Greystone Construction Company.

In this, Greystone Construction Company is released from any and all responsibility related to the design and installation of the footings/foundations.

It is to be understood that any defect or failure in the design or installation of the footings/foundation system which result in damage to the Fabric Structure will cause the Fabric Structure warranty to be voided.

Any disagreement, labor dispute or claim resulting from incorrect installation of the footings/foundations will not involve Greystone Construction Company or the Fabric Structure Manufacturer.

Customer Signature	Date
Printed Name	Title
Greystone Representative Signature	Date

GREYSTONE
CONSTRUCTION

EXHIBIT D

Scope of Work & Pricing

to be performed by Greystone Construction

Furnish Materials Only Price:

- 26'x45' Non-Engineered Single Pipe Fabric Building
- Truss spacing 5' on center
- 12 ounce, 23 mil polyethylene Non-FR fabric
    - Single piece cover design
- Building not designed for wind and snow loads
- (1) Fabric end wall with mesh vent in back end
- (1) open end wall
- Building to be installed **by others** on concrete bunker block foundations. **Blocks furnished and installed by others**
- Freight allowance of $1500 included
    - Contract will be updated to reflect actual freight amount at time of shipment
    - Unload by others

Furnish Materials Only Price: $11,940

Tariffs in effect as of the date of this proposal are included in our price; tariffs are subject to change and are assessed when the order crosses the border, not when the order is placed.

See exclusions on last page

Market Provisions:

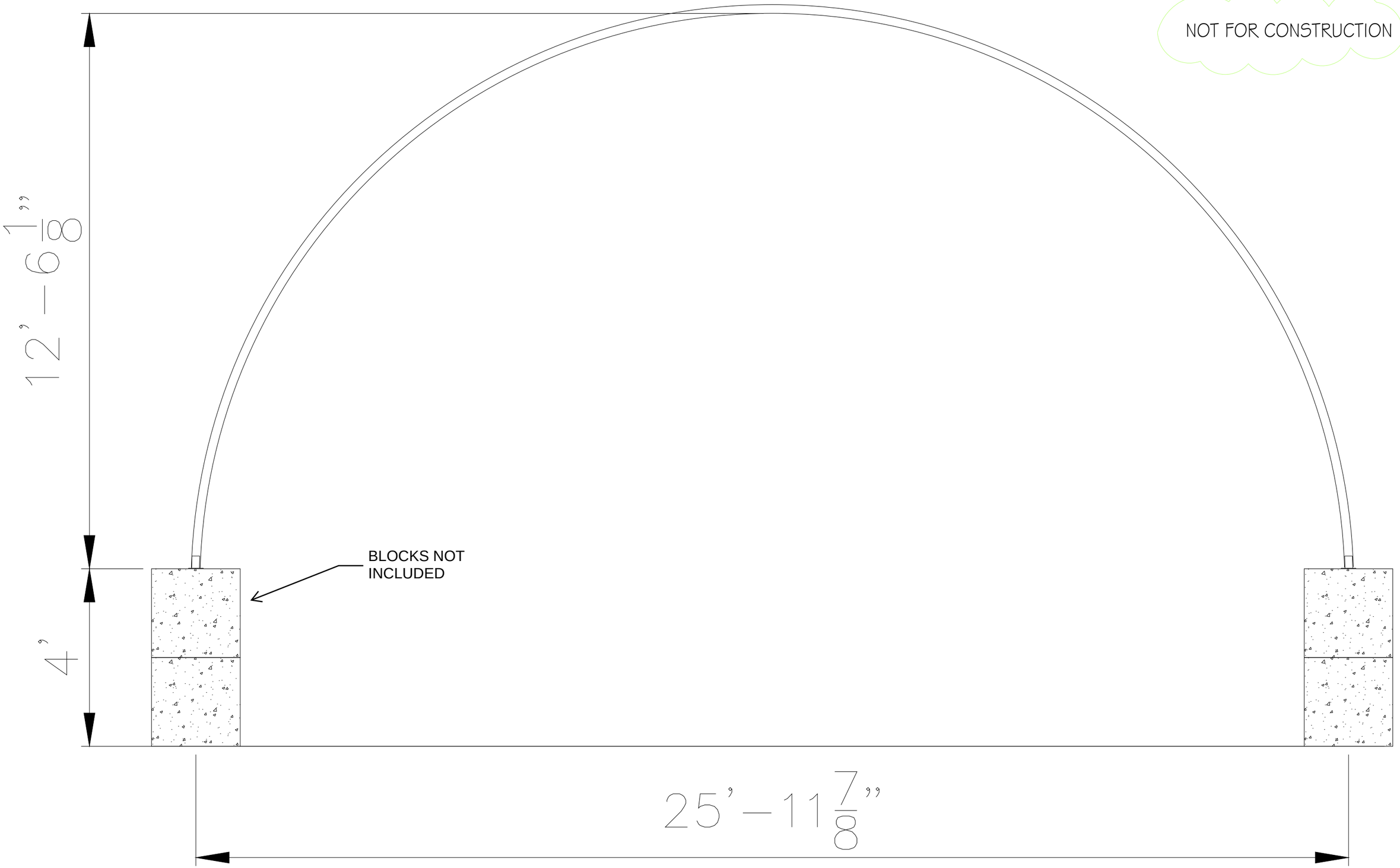
- Greystone is committed to being your trusted team partner on your project. We are asking all of our clients recognize the volatility of our markets and understand we are providing current pricing for budgeting purposes with the need to adjust final project pricing based on the markets at the actual time of the order. It's important to provide you with the best value for your project, and we do not want to speculate where the actual market rates will be at the time of procurement and/or delivery.
- Pricing is based on current market conditions and does not include changes to tariffs, surcharges, price escalation, or fees (Tariffs). Cost of Tariffs will be applied at the actual time of border crossing into the United States. (i.e., many wholesalers and manufacturers are not committing to pre-determined pricing for pre-ordered materials. These materials are priced at the time of the delivery.) Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement and/or delivery. Any savings or additional cost would be communicated with Owner prior to procurement and/or delivery.
- Price increases will be assigned as contingency. Unless Greystone specifically outlines a contingency value in our proposal or scope of work, it is recommended that the Owner carry a contingency.
- Construction schedule may be affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner. Evaluation of alternatives will be reviewed, and the contract schedule or costs may be adjusted accordingly.
- Unless noted otherwise budget pricing is valid for 15 days

Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Building structural engineering
- Foundation structural engineering, including but not limited to anchor bolt design and embedment details.
- Permits & Fees
- Sales tax
- Unload and install
- Prevailing wage rates and Union labor
- Payment and performance bonds
- Emergency Responder Communication Enhancement System
- Cat II occupancy and FR Fabric
- US Steel – Building is fabricated in Canada using Canadian steel
- Foundations and anchor bolts
- Lumber and fasteners to attach buffer board to top of blocks
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Assumed entire building footprint is clear along with 50’ clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Bunker panel toe extensions, dowels, or earth anchors unless noted otherwise
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- Insulation, interior liner panel or stainless steel cables
- All electrical & mechanical systems
- All winter conditions

EXHIBIT E

NOT FOR CONSTRUCTION



GREYSTONE
CONSTRUCTION
5805 S. Marschall Road = Suite 300
Shakopee, MN 55379
P: 952.496.2227 = TF: 888.742.6837
1201 3rd Street = Suite 225
Bismarck, ND 58501
P: 701.214.5895 = F: 701.214.6403
www.greystoneconstruction.com

DATE:	10-5-21
NOT FOR CONSTRUCTION	
DRAWN BY:	ML
CHK'D BY:	XX

DRAWING
A1 **28**

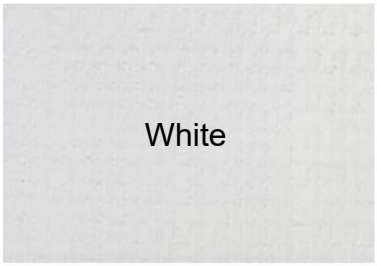
GREYSTONE CONSTRUCTION | FABRIC BUILDING DIVISION

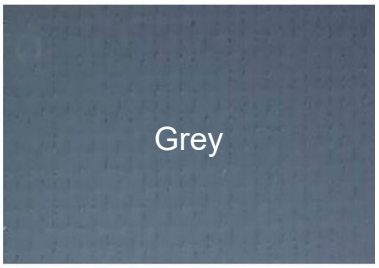
Colors

Non-FR Colors

- There are six standard Non-FR colors: White, Sandstone, Green, Grey, Navy, and Red.
- For Salt Storage, we recommend white or sandstone. These colors allow for the most natural light and help reduce the risk of condensation.
- If you are looking to add color, one option is to change the end flap color at no additional cost.

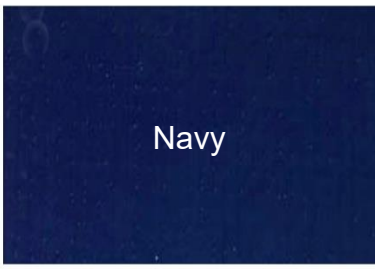




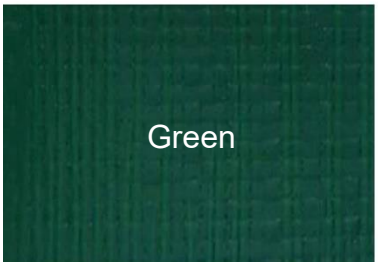










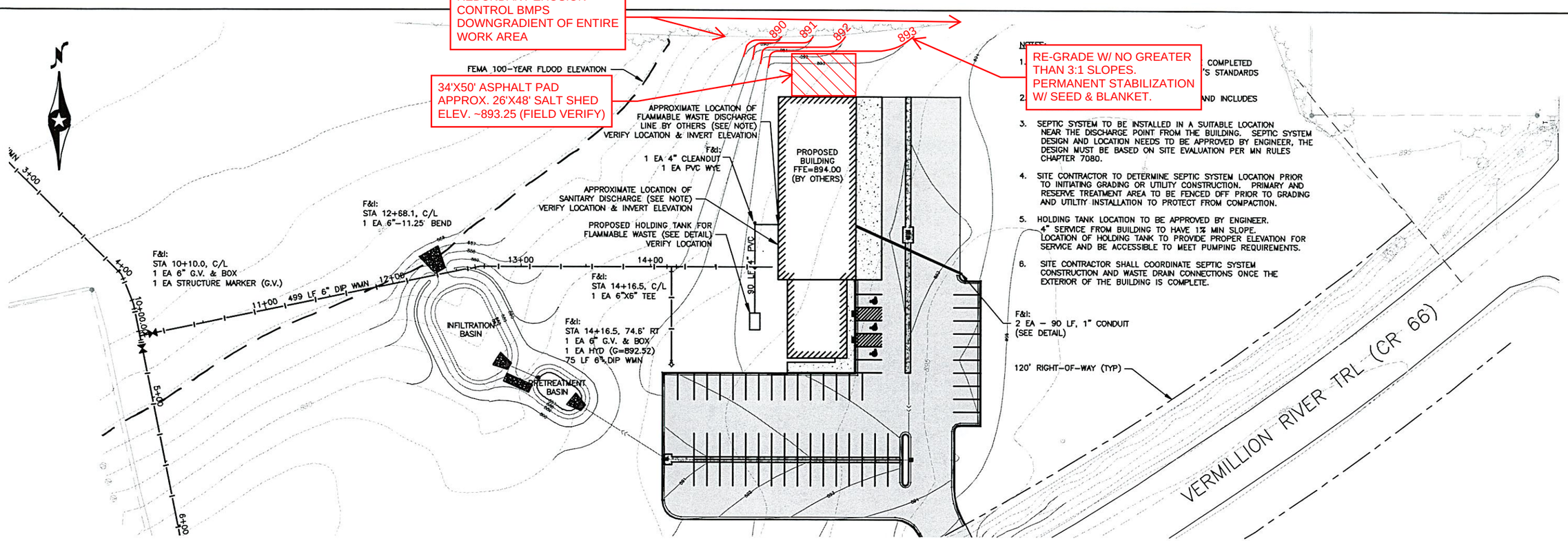




REDUNDANT EROSION CONTROL BMPS DOWNGRADIENT OF ENTIRE WORK AREA

34'X50' ASPHALT PAD APPROX. 26'X48' SALT SHED ELEV. ~893.25 (FIELD VERIFY)

RE-GRADE W/ NO GREATER THAN 3:1 SLOPES. PERMANENT STABILIZATION W/ SEED & BLANKET.



NOTES:

1. COMPLETED 'S STANDARDS
2. AND INCLUDES
3. SEPTIC SYSTEM TO BE INSTALLED IN A SUITABLE LOCATION NEAR THE DISCHARGE POINT FROM THE BUILDING. SEPTIC SYSTEM DESIGN AND LOCATION NEEDS TO BE APPROVED BY ENGINEER, THE DESIGN MUST BE BASED ON SITE EVALUATION PER MN RULES CHAPTER 7080.
4. SITE CONTRACTOR TO DETERMINE SEPTIC SYSTEM LOCATION PRIOR TO INITIATING GRADING OR UTILITY CONSTRUCTION. PRIMARY AND RESERVE TREATMENT AREA TO BE FENCED OFF PRIOR TO GRADING AND UTILITY INSTALLATION TO PROTECT FROM COMPACTION.
5. HOLDING TANK LOCATION TO BE APPROVED BY ENGINEER. 4" SERVICE FROM BUILDING TO HAVE 1% MIN SLOPE. LOCATION OF HOLDING TANK TO PROVIDE PROPER ELEVATION FOR SERVICE AND BE ACCESSIBLE TO MEET PUMPING REQUIREMENTS.
6. SITE CONTRACTOR SHALL COORDINATE SEPTIC SYSTEM CONSTRUCTION AND WASTE DRAIN CONNECTIONS ONCE THE EXTERIOR OF THE BUILDING IS COMPLETE.



HORIZ. 0 40 80 SCALE FEET

VERT. 0 5 10 SCALE FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED DESIGNED

H:\EMP\T1522286\EP\RCp01002.dwg 10/3/08 9:38 am

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MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	2. Request for Additional Street Lights on 197th Street

The City has received a request from multiple residents for the installation of two streetlights on 197th Street West. One proposed light would be near the intersection of 197th and Chili Ave. where there is a school bus stop. The other proposed location is near the intersection of 197th and Chevelle Ave. where there is a crosswalk coming from Town Hall Park. To date the City has not received any streetlight installation requests.

Attached is a map showing the location of existing streetlights in this section of Empire as well as a map showing the areas of concern.

As you can see, the area around this stretch of 197th Street is not well illuminated at night as there are no streetlights in close proximity. The next closest light is at the intersection with Calgary Trail.

Because there are existing Xcel wood poles on the north side of 197th Street, a representative from Xcel Energy's Outdoor Lighting Division has confirmed that LED streetlights on an overhead pole mounted on the post at no direct cost to the City for installation or maintenance. The City would be billed $12 per month per light for electricity. Light would provide good visibility for at least 80 ft. from the light and be at the greatest strength going from an east and west direction. The outdoor lighting specialist notes that the proposed location would provide sufficient illumination for the areas of concern.

The wood pole installation would be different than the metal poles installed under the pre-pay option in other neighborhoods.

The City's streetlight policy is attached for reference.

Per the policy, prior to the installation of the lights, staff will notify affected property owners and provide them with information on the proposed locations to be considered for approval by Council. We would recommend getting this back on the agenda for final approval at the August 18th City Council Meeting.

Attachment(s): *Street light policy.docx*
Streetlight locations.pdf
MAP (2).pdf

RESOLUTION 2010 -04

EMPIRE TOWNSHIP
DAKOTA COUNTY, MINNESOTA

A RESOLUTION ESTABLISHING AMENDING THE
PUBLIC UTILITY DISTRICT STREET LIGHTING POLICY

WHEREAS, the Empire Township Board of Supervisors adopted the Empire Township Public Utility District Street Lighting Policy on April 28, 2009; and

WHEREAS, the Planning Commission has recommended an amendment to the policy that may clarify the method and timetable in which petitions for street lighting may be submitted.

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors of Empire Township adopts the attached Exhibit A as the Empire Township Public Utility District Street Lighting Policy.

Adopted by the Empire Board of Supervisors this 23rd day of November, 2010.

_____
Terry L. Holmes, Chair

ATTEST:

_____
Kathleen B. Krippner, Clerk-Treasurer

Exhibit A

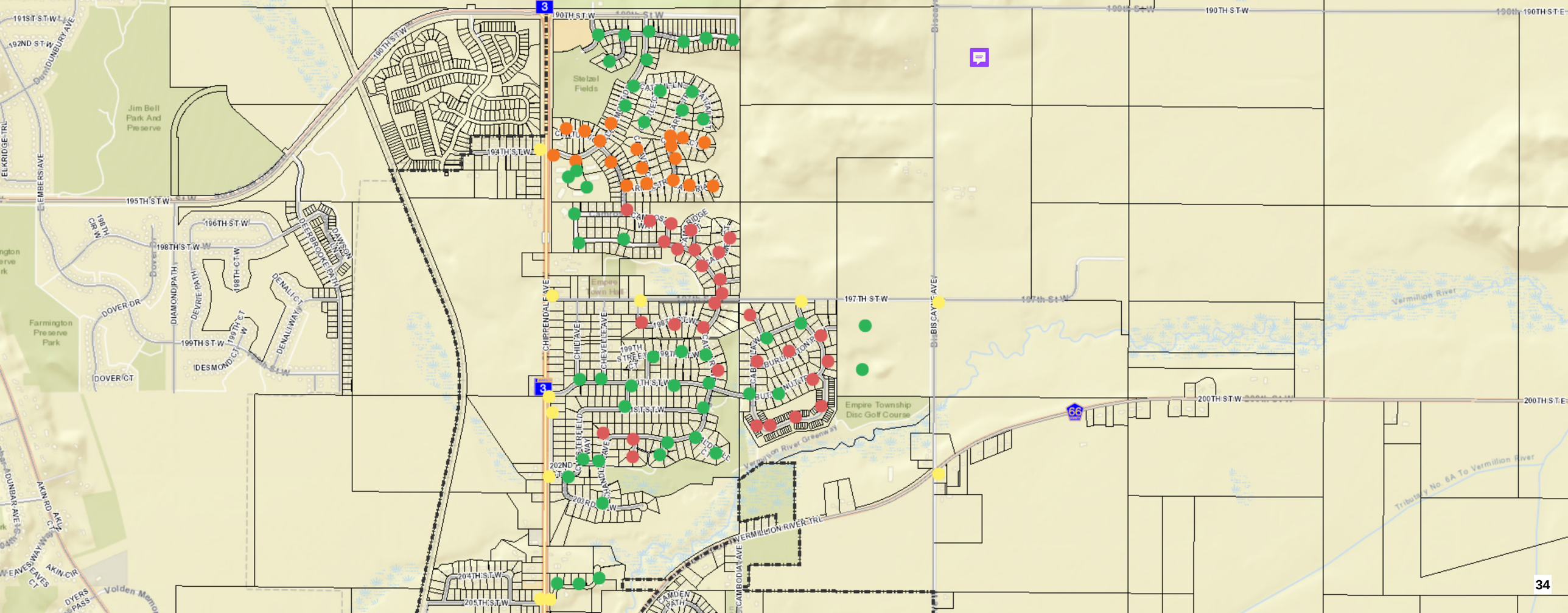
EMPIRE TOWNSHIP PUBLIC UTILITY DISTRICT STREET LIGHTING POLICY
November 2010

New Development Areas (areas served by Empire public utilities)

1. Street lights are required on all public streets in all new developments.
2. Street lighting shall be a cost of the development and not a public expenditure.
3. Street light operating costs shall be born by the developer until the Township has accepted the public improvements within the development. Once accepted by the Township, street light operating costs are paid by public utility user fees.
4. Street light styles and fixtures shall be approved by the Township consistent with utility company alternatives accepted by the Township. Cobra head masts are generally required at intersections with a major road. Bulb type and wattage in all lamps shall be determined by the Township, generally 150 watts at intersections and 100 watts at other locations.
5. Street lights shall be installed at every intersection, and generally spaced every 300 feet between intersections. Street lights may also be required at road curvatures, depending on the degree of curvature and spacing between other street lights. Street lights shall be installed at the end of a cul-de-sac longer than 300 feet and consistent with the 300 feet spacing if over 600 feet.

Existing Developed Areas (areas served by Empire public utilities)

1. The Township will budget for the installation of up to three street lights per year in existing developed areas, which are inadequately served by street lighting, until adequately served.
2. The priority for new street lights, ranked in order of priority, includes the following:
    a. Township road intersection with State highway
    b. Township road intersection with County highway
    c. Township road intersections, curves and cul-de-sacs
    d. Township road "dead spots"
    e. Parks and public spaces
3. The Board of Supervisors shall select the locations for new street lights based on the priority guidance for proposed street light needs.
4. Property owners may submit petitions for new street lights.
5. The deadline for submitting petitions shall generally be May1 for street lights to be installed in the same calendar year.
6. Petitions not accepted for new street lighting may be re-submitted on an annual basis.
7. New street lights shall generally meet the locational criteria required for new developments.
8. Street light styles, fixture types and wattage shall be approved by the Township, consistent with utility company alternatives accepted by the Township.
9. The Township will hold public meetings and provide notice to potentially affected property owners to review the proposed locations for proposed new street lights to be considered for approval by the Board of Supervisors.
10. The costs of acquisition, installation and operation of new street lights are ultimately paid by public utility user fees.


191ST ST W
192ND ST W
DUNBURY AVE
Jim Bell Park And Preserve
ELKRIDGE TRL
CEMBERS AVE
195TH ST W
196TH ST W
198TH CIR W
198TH ST W
198TH CT W
DOVER DR
DIAMOND PATH
DEVRIE PATH
DENALI CT
DENALI WAY
DERBYSHIRE PATH
DAWSON
Farmington Preserve Park
199TH ST W
199TH CT W
DESMOND CT
DOVER CT
190TH ST W
Stelzel Fields
194TH ST W
CHIPPENDALE AVE
Empire Town Hall
197TH ST W
198TH ST W
199TH STREET CT
CHICTAW AVE
CHEVELLE AVE
CABRIOLET AVE
BURLINGTON DR
BUTTE
202ND CT
203RD AVE W
204TH ST W
205TH ST W
CAMDEN PATH
BISCAYNE AVE
Empire Township Disc Golf Course
Vermillion River Greenway
Vermillion River
200TH ST W
66
VERMILION RIVER TRL
CAMBODIA AVE
Tributary No. 6A To Vermillion River
DUNBAR AVE
AKIN RD
AKIN CT
AKIN CIR
EAVES WAY
EAVES CT
DYERS PASS
Volden Meno

Empire Utility Map



7/23/2026, 2:25:17 PM

City Limits

Tax Parcels

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1:1,867

0 62.5 125 250 ft

0 15 30 60 m

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Dakota County, Microsoft, Vantor

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	1. Administrator's Report

Radio Frequency testing was conducted on July 17 at the new telecommunications tower on Highway 66 as well as the residential property closest to the tower and two additional properties to the west of the tower. The areas measured at the property lines in December showed no increase in RF radiation. The testing report is attached.

Jerod and I will be meeting with the new Met Council WWTP plant system on August 17. I will meet with the the Dakota County Administrator in September to update them on what is going on in Empire and seek updates on their plans as they relate to Empire.

The attached draft access agreement was provided to the property owner at 3122 198th Street W for the proposed repair of the stormwater line in the back yard. As you recall, the damaged line is not in an easement and not in the plans for the development, so the City was seeking an access agreement to make the repairs. The property owner has expressed concerns about signing the agreement as it states that the improvements are privately owned. The City's attorney has advised that the repairs should not be made until the access agreement is signed as written.

The draft agreement for the use of the 205th Street Trail has been approved by the City's attorney and forwarded to the City of Farmington for their review.

I have started work on a draft sign policy. I will seek input on the sign policy from Jerod and Brian/Brad before it comes to Council.

Attachment(s): *Follow Up RF Testing.pdf*
3122 198th Street W - Access Agreement.pdf

OWL ENGINEERING & EMC TEST LABS, INC.

Consulting Communications Engineers
EMC Test Laboratories
6070 Blanchard Blvd., #412, Lino Lakes, MN 55014
Cell: 651-226-5388 email: ggl@owleng.com

REPORT REGARDING MEASUREMENTS

OF A COMMUNICATIONS TOWER NEAR

EMPIRE, MINNESOTA

FOR VERICAL BRIDGE/ VERIZON COMMUNICATIONS

PREPARED BY: GARRETT G. LYSIAK, P.E.

JULY 23, 2026

OWL ENGINEERING & EMC TEST LABS, INC.

Consulting Communications Engineers
EMC Test Laboratories
6070 Blanchard Blvd., #412, Lino Lakes, MN 55014
Cell: 651-226-5388 email: ggl@owleng.com

ENGINEERING STATEMENT

The measurements for the Vertical Bridge Communications tower located at 2180 200th street West in the town of Farmington, MN was measured for compliance with the technical requirements of the FCC RF Radiation Standard.

RF Radiation Analysis

Using the data submitted by Verizon Communications, I performed a "Worst-Case" radiation analysis to determine the amount of RF energy that would be present at the base of the tower using three (3) antennas on the tower. In making my calculations I assumed that all of the RF energy generated by the facility would be directed downward. This is not the real world situation since the antennas used by PCS systems are designed to radiate towards the horizon. However, using this analysis method I am able to determine that the maximum level of RF radiation reaching the ground at the tower base is less than 16 percent of the ANSI standard value and as such is not classified as an RF radiation hazard.

Measurements were performed at several locations and were:

1. The base of the tower and the measurements showed that the level was well below the radiation standard limit. I did determine that the site was operating at full power levels.

2. The area along the property lines were measured and they all were found to be exactly the same as the pre-construction measurements.

3. Several neighbors in close proximity to the tower, expressed concerns about the RF Radiation values present on their property. All of the measurements showed that no levels greater than 5% of the RF Standard were noted. I addressed all of their questions and concerns regarding the tower.

In summary, all of the measurements demonstrated compliance with the RF Radiation Standards.

Garrett G. Lysiak, P.E.

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement") is made on this _____ day of _____, 2026, by and between the City of Empire, Minnesota, a Minnesota municipal corporation (the "City"), and Crews Properties LLC. (the "Owners").

RECITALS

A. The Owners are fee simple owners of certain real estate located in Dakota County, Minnesota, identified as Parcel ID No. 12-23650-02-100 and legally described as follows:

Lot 10, Block 2, Empire Glen Addition

(the "Property").

B. The Owners have requested that the City repair certain private stormwater improvements (the "Private Improvements") on the Property (the "Project")].

C. The City is willing to undertake the Project in accordance with the Plans and pursuant to this Agreement because it will provide a benefit not only to the Owners, but also to the City's overall drainage system.

D. In order to allow the City to construct the Project, the Owners desire to grant the City, its agents, employees and contractors (the "City Parties"), the right to enter onto the Property for said purpose.

E. It is understood that in executing this Agreement, the Owners are not granting the City Parties any permanent interest in, or exclusive use or possession of, the Property.

F. It is further understood that the Private Improvements are and shall remain privately owned, that the City disclaims any and all ownership interest in the Private Improvements, and that the Owners expressly acknowledge their ownership of the Private Improvements and obligation to maintain the Private Improvements in the future.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereby agree as follows:

1. Incorporation of Recitals and Exhibit. The above recitals are incorporated into this Agreement is if fully set forth herein.

2. Right of Entry; Compensation. As of the effective date of this Agreement, the Owners hereby grant to the City Parties the right to enter upon the Property for the purpose of completing the Project, and in accordance with all terms and conditions contained in this Agreement.

3. Duties of City. In consideration for such right of entry, the City, on behalf of the City Parties, agrees to:

(a) Prior to commencing any work that directly affects the Property, provide the Owners with a tentative timetable for the Project;

(b) Dispose of all solid waste generated during the course of the Project on the Property in accordance with applicable federal, state and local laws, rules and regulations;

(c) Do no unnecessary damage to the Property and, except for construction of the Project in accordance with the Plans, restore the Property to substantially the same condition in which it was found by the City Parties at the time of their entry upon the Property;

(d) Require any party that enters onto the Property during the Project to carry liability insurance to the extent deemed reasonably necessary by the City; and

(e) Provide the Owners a notice of completion once the City Parties complete the Project.

4. Duties of Owners. The Owners will allow the City Parties to access the Property for the purposes of performing the Project and will not interfere with the Project in any manner. The Owners further agree to be solely responsible for any ongoing repair or maintenance related to the Project and the Private Improvements constructed pursuant to this Agreement. The City shall not be responsible for any future costs associated with said repairs or maintenance and, upon completion of the Project, the City shall have no further responsibilities under this Agreement or otherwise.

5. Liability; Indemnification. Except in the case of negligent acts by the City's agents or employees, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Owners, the Owners' successors or assigns, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement, nor will the Owners make any claim against the City for or on account of any injury, loss or damage resulting from the Project or the City's construction thereof.

The Owners shall indemnify, hold harmless and defend the City, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which the Owners, their officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by the Owners, their employees, agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

6. Release of Claims. Except in the case of negligent acts by the City's agents or employees, the Owners hereby release and forever discharge the City, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, consideration, execution and performance of this Agreement. Nothing contained in this paragraph is intended to prevent the exercise of any rights available pursuant to this Agreement.

7. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Minnesota.

8. Amendment. This Agreement, including the recital and attached exhibit which are incorporated in and made part of this Agreement, contains all of the agreements between the parties regarding this matter and may only be modified by a written amendment signed by both parties.

9. No Third-Party Rights. This Agreement is entered into for the benefit of the Owners and the City and is not intended to, and does not, confer any rights or remedies upon any other persons.

10. Term. This Agreement shall be in effect as of the date first written above and shall terminate upon the City's notice of completion of the Project pursuant to section 3(e) above; provided, however, that the Owners' maintenance obligations contained in section 4 shall survive said termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in and is effective as of the date first written above.

CITY OF EMPIRE

By: _____
Melanie Lee
Its: Mayor

By: _____
Charles Seipel-Teng
Its: City Clerk-Administrator

THE OWNERS

By: _____
Crews Properties LLC

By: _____
[•]

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Application of Large Assembly for Cambodian Temple (Annual Anniversary Celebration)

The application is for the annual Anniversary Celebration that will be taking place the weekend of August 8th. The Anniversary Celebration in August does not typically draw as large of a crowd as the New Year's Celebration in April or the Gate Opening Celebration that took place last August. However, with more entertainment planned for this year, the anticipated crowd size may exceed the number of attendees that require a permit for the large assembly. The City's ordinance requires that regularly established places, such as places of worship, at which over 500 people will be gathered outdoors, receive a permit for large assembly from the City.

Attachment(s): *2026 - 38th Anniversary Draft Applicaiton.pdf*
(A to C) Parking, solar lights, stage and medical area.pdf
(D) 2026 - Map to St. Paul and Rochester.pdf
(F) Neighbors Letter and Program.pdf
(G) 2026 - Vendor Layout.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 $1,000

Name of Organization: Minnesota Cambodian Buddhist Society (MCBS) DBA **Watt Munisotaram**

Contact Person:	Mr. Virak Sotonn	Phone: 612.251.6322
Contact Person:	Mr. Van Meak	Phone: 612.216.1523
Contact Person:	Mr. Sithoeun 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 38th Anniversary of the*** Minnesota Cambodian Buddhist Society, Inc. (MCBS) DBA **Watt Munisotaram**
The assembly will be held on the ***8th**** day of **August**, 2026
to ***9th**** day of **August, 2026** between the hours of 9 AM and 9 PM.

**** Our main celebration is on the 8th. This will be open until 9 pm, but the crowd tends to fade by 8 pm **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 400 -600 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 3:00 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 rented 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 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 EXHIBITS 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 reasons, we plan to hire five Security Officers: two armed and three unarmed. Two officers will assist at the front designated areas, one will manage traffic and parking in the three middle parking areas, and one 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, August 8 from 9AM to 5PM. Guards will have two e-bikes and an unmarked vehicle with lights. We have hired 2 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 6:00 PM on Saturday, August 8. 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.***

Contact for Knights Sky Protection
Temple Security
Dakota County Sheriff
City of Empire
Contacts shared on Internal List

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 20-30 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 and map showing vendor locations received (Exhibit H).**

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 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

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 G**
Anniversary Celebration Program**- ATTACHED – EXHIBIT F**

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

Exhibit A.

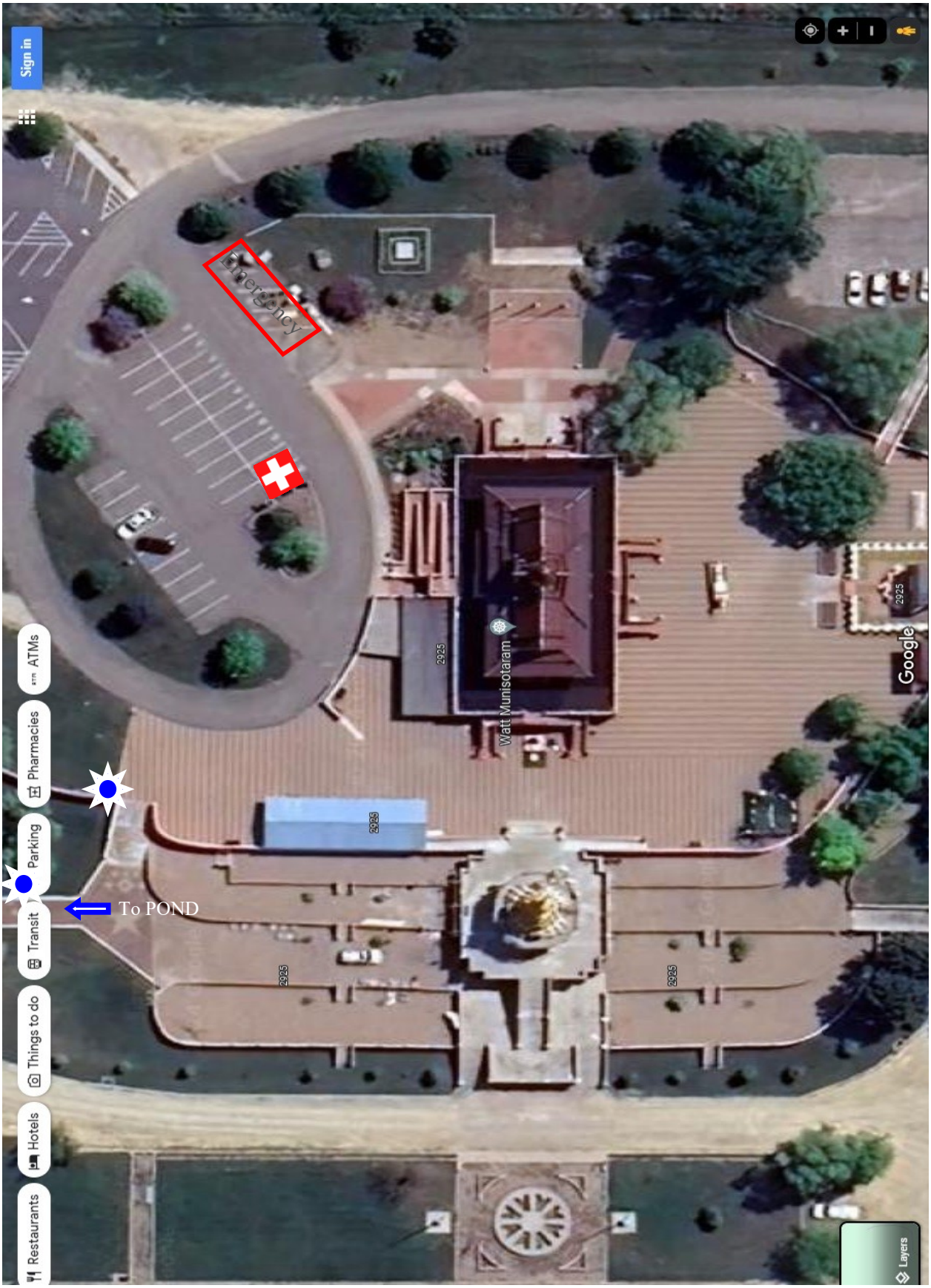

Sign in
Emergency
Watt Munisotaram
2925
Google
To POND
ATMs
Pharmacies
Parking
Transit
Things to do
Hotels
Restaurants
Layers

Exhibit B.

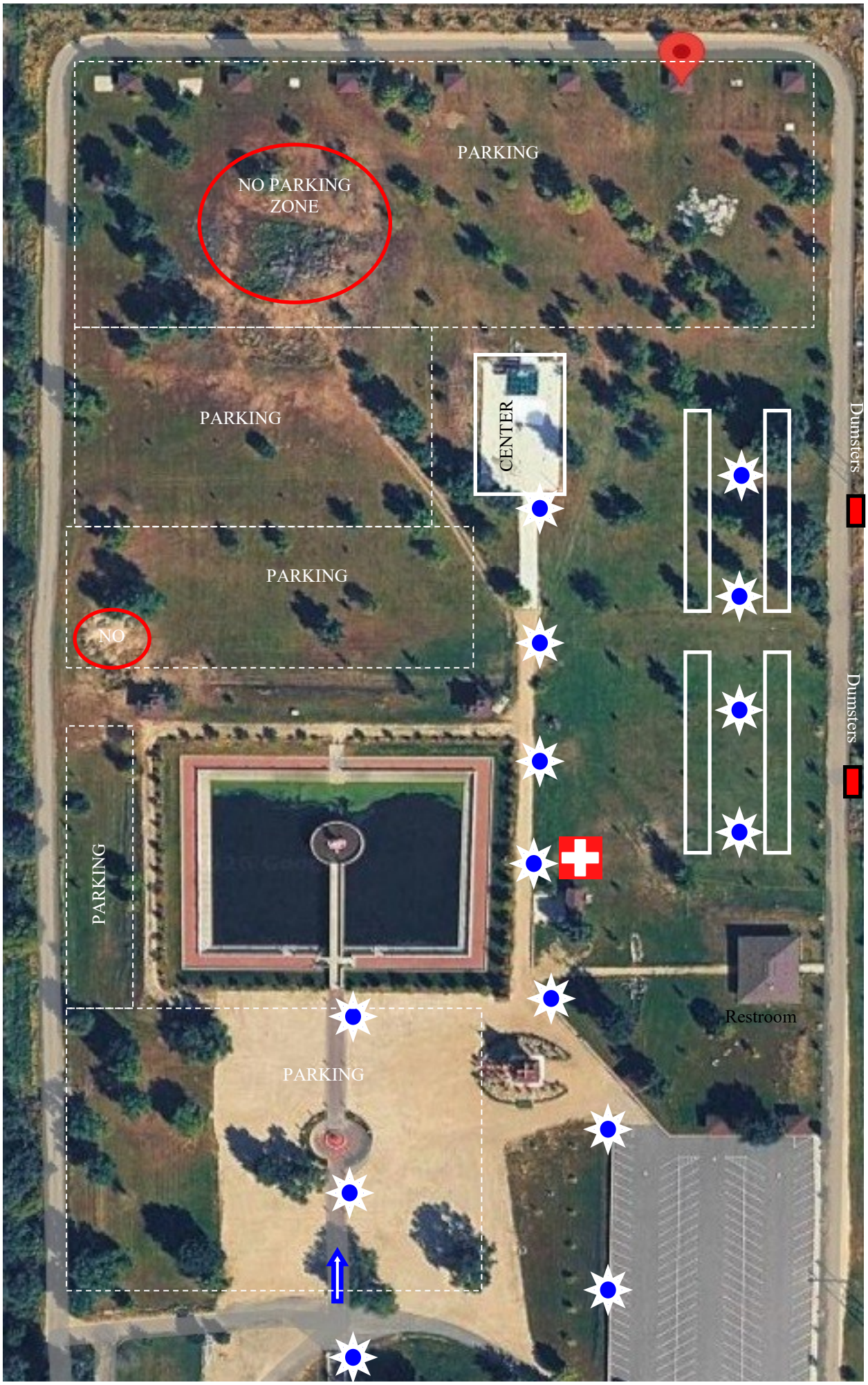

PARKING
NO PARKING ZONE
PARKING
CENTER
PARKING
NO
Dumsters
Dumsters
PARKING
Restroom
PARKING

Exhibit C


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


To St. Paul
ទៅសាំង ប៉ូល
To St. Paul
ទៅសាំង ប៉ូល
CTY 79 ផ្លូវ ៧៩
To Rochester
ទៅរ៉ូឆេស្ទ័រ
Right Turn Only when exiting
សម្រួលតម្រង់ស្តាំពេលចេញពីផ្លូវ
Direction To St. Paul and Rochester
ទិសទីទៅសាំង ប៉ូល និង រ៉ូឆេស្ទ័រ
2925 220th St E
Recently viewed
Empire
Farmington
Vermillion
Hampton
New Trier
WMA
3
52
50
61
56
20

Dear Neighbors,

We at Watt Munisotaram are delighted to announce the 38th Anniversary Celebration of our temple. This milestone honors the faith, devotion, and contributions of Buddhist devotees who have helped build and sustain our community. We also wish to express our deep gratitude to our ancestors and benefactors—both past and present—who have shaped our temple and society.

The celebration is open to the public and will take place on Saturday and Sunday, August 8-9, 2026. We warmly invite you and your family to join us for religious ceremonies, cultural performances, and festivities. Below is a brief overview of the weekend's schedule:

Saturday, August 8, 2026:

- 09:00 AM – Homage, meditation, precepts, and chanting
- Dhamma Talk by Most Venerable Preah MahaSanghadhipathi Iddhimuni Moeung Sang
- 10:30 AM – Food offering ceremony and alms round
- 11:00 AM – Food offering to monks and dedication of merits
- 12:00 PM – Lunch
- 01:30 PM – Salute to the flags and procession of Sacred Buddha Relics
- 03:00 PM – Traditional dance, art performances, live music, and food booths
- 07:00 PM – Floating lanterns procession and ceremony at the Reflection Pond

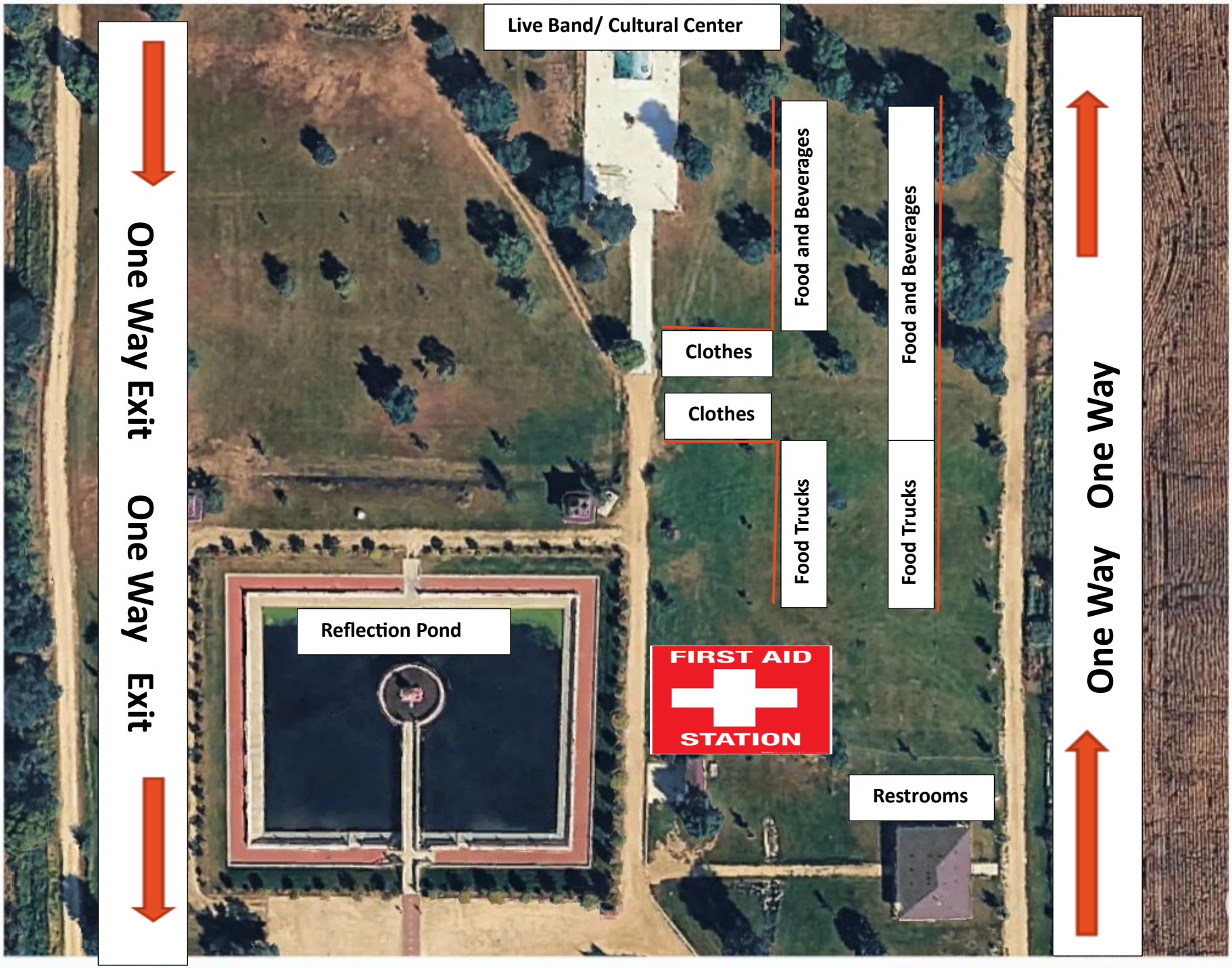
Sunday, August 9, 2026:

- 09:30 AM – Homage, precepts, and temple history presentation
- 10:30 AM – Food offering ceremony and alms round
- 11:00 AM – Offering food to monks and Dhamma sermon
- 12:00 PM – Lunch
- 01:30 PM – Lowering of the flags and closing of the festival

If you have any questions, please feel free to reach out to our dedicated volunteers: Mr. Virak Sotonn (viraksotonn@hotmail.com, 612-251-6322) or Mr. Van Meak (meakv@yahoo.com, 651-216-1523). We truly look forward to celebrating this special occasion with you and your family!

Sincerely,

Chanda Sour
cs@azialife.com
Board of Directors


Live Band/ Cultural Center
Food and Beverages
Food and Beverages
Clothes
Clothes
Food Trucks
Food Trucks
Reflection Pond
FIRST AID
STATION
Restrooms
One Way Exit
One Way Exit
One Way
One Way

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Update on Properties that have Received Nuisance Ordinance Violation Notices

On July 2nd, notice letters for observed property nuisance violations were sent to three property owners with a abatement date set for July 24. A copy of the letters are attached. The letters were sent both certified and non-certified.
As of the time of this memo, staff have just completed inspection on the properties and while there has been some observed improvement at all the properties, some items that are considered a violation of the nuisance ordinance appear to still remain on the properties.

Sections of the ordinance that apply here are:
Section 5, Item J.
Section 6 (Storage of Personalty)
Section 10 (Abatement)
Section 11 (Recovery of Cost)

I will provide updated photos of the properties at the meeting for discussion.

I am seeking feedback from City Council on how to proceed with the next steps in the abatement process, including the step outlined in Section 10, including a Settlement Agreement or Court Process. Either process would include collaboration with the City's attorney, with the costs of involving the attorney certified to the property, per Section 11, Item B.

Attachment(s): *Nuisance Violation Letters.pdf*
281- Public Nuisance Ordinance.pdf

CITY OF EMPIRE

7/2/2026

VIA CERTIFIED MAIL
Diane Ahlf
3702 Upper 204th Street
Farmington, MN 55024

Dear Diane,

It has come to the attention of the City of Empire that there is an ordinance violation on your property at 3702 Upper 204th Street. The violation falls under Empire Ordinance No. 281 (An Ordinance Defining Nuisances, Prohibiting their Creation or Maintenance and Providing for Abatement and Penalties for Violation Thereof).

This violation includes piles of construction debris being stored on the property. More specifically:
Ord. 281, Section 5. Item J (Piles of tires, debris, furniture, tent, unlicensed boat, and snowmobile).

Please remove all items that are in violation of the nuisance ordinance from the property by **Friday, July 24, 2026**. If for some reason you do not think that you will be able to remove these items by that date, please contact me as soon as possible.

If the nuisance has not been abated by this date, the continued violation will be brought to the City Council for discussion on July 28, 2026, on how to proceed. **This may involve turning the issue over to the City attorney and abating the nuisance at your expense.**

Please let me know if you should have any questions or updates on this violation.

Sincerely,

Charles Seipel-Teng
Clerk-Administrator

Enclosure: Empire Ordinance No. 281

Please see the back of this letter for additional information.

CITY OF EMPIRE

7/2/2026

VIA CERTIFIED MAIL
Robert Mackey or Current Property Owner
3714 Upper 204th Street
Farmington, MN 55024

Dear Property Owner,

It has come to the attention of the City of Empire that there is an ordinance violation on your property at 3714 Upper 204th Street. The violation falls under Empire Ordinance No. 281 (An Ordinance Defining Nuisances, Prohibiting their Creation or Maintenance and Providing for Abatement and Penalties for Violation Thereof).

This violation includes piles of construction debris being stored on the property. More specifically:
Ord. 281, Section 5. Item J (Piles of debris and brush, unlicensed and inoperable motorcycles).

Please remove all items that are in violation of the nuisance ordinance from the property by **Friday, July 24, 2026**. If for some reason you do not think that you will be able to remove these items by that date, please contact me as soon as possible.

If the nuisance has not been abated by this date, the continued violation will be brought to the City Council for discussion on July 28, 2026, on how to proceed. **This may involve turning the issue over to the City attorney and abating the nuisance at your expense.**

Please let me know if you should have any questions or updates on this violation.

Sincerely,

Charles Seipel-Teng
Clerk-Administrator

Enclosure: Empire Ordinance No. 281

Please see the back of this letter for additional information.

CITY OF EMPIRE

7/2/2026

VIA CERTIFIED MAIL
Claudio Nahu Bracamontes Serrano
3733 205th Street W
Farmington, MN 55024

Dear Property Owner,

It has come to the attention of the City of Empire that there is an ordinance violation on your property at 3733 205th Street W. The violation falls under Empire Ordinance No. 281 (An Ordinance Defining Nuisances, Prohibiting their Creation or Maintenance and Providing for Abatement and Penalties for Violation Thereof).

This violation includes piles of construction debris being stored on the property. More specifically:
Ord. 281, Section 5. Item J (Piles of debris and brush, motors, trailer, unlicensed or inoperable vehicles and equipment).
Section 3. Item H (grass and weeds in excess of eight inches in height).

Please remove all items that are in violation of the nuisance ordinance from the property by **Friday, July 24, 2026**. If for some reason you do not think that you will be able to remove these items by that date, please contact me as soon as possible.

If the nuisance has not been abated by this date, the continued violation will be brought to the City Council for discussion on July 28, 2026, on how to proceed. **This may involve turning the issue over to the City attorney and abating the nuisance at your expense.**

Please let me know if you should have any questions or updates on this violation.

Sincerely,

Charles Seipel-Teng
Clerk-Administrator

Enclosure: Empire Ordinance No. 281

Please see the back of this letter for additional information.

CITY OF EMPIRE
COUNTY OF DAKOTA
STATE OF MINNESOTA

ORDINANCE NO. 281

AN ORDINANCE DEFINING NUISANCES, PROHIBITING THEIR CREATION OR MAINTENANCE AND PROVIDING FOR ABATEMENT AND PENALTIES FOR VIOLATION THEREOF

Amended 7/22/2025- Ordinance No. 2025-4

The City Council of the City of Empire Ordains as follows:

Section 1. **Purpose.** The purpose of this ordinance is to protect the general, health, safety and welfare of the citizens of the City of Empire by prohibiting the occurrence and maintenance of public nuisances and eliminating junk and blight within the City. This ordinance allows for the abatement of public nuisances and provides penalties for and remedies against those causing or maintaining a public nuisance.

Section 2. **Public Nuisance Defined**. A public nuisance is a thing, act or use of property which:

A. Maintains or permits a condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort, or repose of any considerable numbers of the public; or

B. Interferes with, obstructs, or renders dangerous for passage, any public highway or right-of-way, or waters used by the public; or

C. Any other act or omission declared by law or this ordinance to be a public nuisance.

Section 3. **Public Nuisance Affecting Health**. The following are hereby declared to be nuisances affecting health:

A. Exposed accumulation of decayed or unwholesome food or vegetable matter;

B. All animals running at large;

C. All ponds or pools of stagnant water;

D. Carcasses of animals not buried or destroyed within 72 hours after death;

E. Accumulations of manure, refuse, or other organic debris;

F. The discharge, disposal, accumulation, or collection of sewage or industrial waste without proper permit or approval;

G. Garbage cans or other refuse containers which are not rodent-free or fly-tight or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors and which waste is not removed at least once a week;

H. The pollution of any public well or cistern, stream or lake, canal or other body of water by sewage, industrial waste, or any other substances;

I. 1. All noxious weeds, as defined in Minnesota Statutes Chapter 18. Also, all property owners within the City MUSA area shall remove, cut, dispose and prevent the growth of weeds, grasses and rank vegetation or other uncontrolled plant growth on their property in excess of eight inches in height, unless otherwise stated in this section. A violation of this section shall constitute a public nuisance. This ordinance pertains to all areas of the lawn, front, sides and back, as well as trimming throughout the entire property.

2. Native landscapes, as identified in Minnesota Statute 412.925, are permitted on private property in excess of eight inches in height, provided they are properly established and maintained, and free of noxious or invasive species. If establishing a native landscape from seed, a temporary sign will be required to indicate the purpose and intended future design of the planting. The sign must remain posted until weeds cover less than 25% of the area.

a. Native landscaping is not permitted within public right-of-way of a city street or city-owned boulevards. Any plantings installed in violation of this provision may be required to be removed at no expense to the city.

b. Native landscaping is not permitted within a drainage and utility easement. Any plantings installed in violation of this provision may be required to be removed at no expense to the city.

c. Native landscaping shall not obscure, block or impede traffic visibility, signage, or street light illumination required to ensure the safe and efficient circulation or vehicles and pedestrians on streets, intersections, trails, pathways, and sidewalks.

J. Vacant lots shall be kept clean of debris and shall not be used for unauthorized storage or kept in an unsightly condition.

K. Property or buildings kept or activities conducted in a manner that poses a fire hazard.

L. All public exposure of persons having a contagious disease;

M. Any offensive trade or business as defined by either ordinance or State Statute which is not operating under local license, or such trade or business whose operation constitutes a clear and present danger to the health of the public in general.

N. Additional Provisions: All other acts, omissions of acts, occupations and uses of property which are deemed by the County Public Health Department to be a menace to the health of the inhabitants of this City, or any considerable number thereof.

Section 4. **Public Nuisances Affecting Morals and Decency**. The following are hereby declared to be nuisances affecting public morals and decency:

A. Any gambling device not authorized by State Law and not properly permitted by the appropriate jurisdiction, including, but not limited to, slot machines and punch boards;

B. Betting, or bookmaking, not allowed by State Law, and all apparatus used in such operations;

C. All houses kept for the purpose of prostitution or promiscuous sexual intercourse, gambling houses, houses of ill fame, and bawdy houses;

D. All places where intoxicating liquor or illegal drugs are manufactured, dispensed or disposed of in violation of law or where, in violation of law, persons are permitted for the purpose of drinking intoxicating liquor or ingesting or otherwise using illegal drugs, or where intoxicating liquor or illegal drugs are kept for sale or other disposition in violation of law, and all liquor, illegal drugs, and other property used for maintaining such places;

Section 5. **Public Nuisances Affecting Peace and Safety.** The following are declared to be nuisances affecting public peace and safety:

A. All trees, hedges, billboards, or other obstructions which prevent persons from having a clear view of all traffic approaching an intersection; (keep a 30 x 30 site triangle)

B. All wires and limbs of trees which are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles;

C. Any tree, shrub, bush, or other vegetation located on private property which obstructs use or travel on any public right-of-way;

D. Radio aerials or television antennae erected or maintained in a dangerous manner;

E. All hanging signs, awnings, and other similar structures over streets and sidewalks, or so situated so as to endanger public safety, or not constructed and maintained as provided by ordinance;

F. The allowing of rain water, ice, snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk;

G. Any electric or barbed wire fencing strung lower then six feet in height and within three feet of a public sidewalk or way, except when used in conjunction with agricultural uses in an area zoned for such use;

H. All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public;

I. Waste water cast upon or permitted to flow upon streets or other public property;

J. Accumulations in the open of broken or unused metal, wood, lumber, cement, electrical fixtures, plumbing fixtures, building materials (but excluding building materials awaiting use and stored for a reasonable period of time for an improvement presently in progress on the same premises), discarded or unused machinery, household appliances, automobile bodies, trash, debris, rubbish or other material, in a manner conducive to the harboring of rats, mice, snakes, or vermin, or the rank growth of vegetation among the items so accumulated, or items accumulated in a manner creating fire, health, or safety hazards;

K. Any well, hole, or similar excavation which is left open or uncovered or in such other condition as to constitute a danger to any child or other person coming on the premises where it is located;

L. Obstruction of the free flow of water in a natural waterway, a public street drain, storm sewer, gutter, or ditch with trash or other materials;

M. Digging excavations, placing culverts, placing dams, or doing any act which may alter or affect the drainage of public property, streets, alleys or sidewalks; or affect flows of the public storm sewer and drainage ditch system, without authorization by the City;

N. Throwing, placing, or depositing dirt, rocks, sand, leaves, trash, lawn clippings, weeds, grass, or other materials in the streets, sidewalks, ditches or other public ways and the gutters thereof;

O. The keeping of any used refrigerator, ice box, or freezer in a location or manner accessible to children which is not in service and which has the door latch intact;

P. Explosives and Dangerous Substances: All explosives, bottle gas, inflammable liquids and other dangerous substances stored in any manner deemed dangerous by the code enforcement officer, fire chief or sheriff.

Q. Barbed Wire Fences: All barbed wire fences which are located within three feet (3') of any public sidewalk or trail.

R. All other conditions or things which are likely to cause injury to the person or property of anyone.

Section 6. **Storage of Personalty.**

A. Unsheltered storage of unused, stripped, junked, and other automobiles, recreational vehicles, motorcycles, tires, watercraft or any other motor vehicle, not in good and safe operating condition or not bearing a current State of Minnesota License or Registration for that type of vehicle, and of any other vehicles, machinery, implements, and/or equipment and personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, all of which is hereinafter described as "said personalty", for any period of thirty days or more within any given year (except in licensed junkyards) within the corporate limits of the City of Empire is hereby declared to be a nuisance and dangerous to the public safety.

B. For purposes of this ordinance unsheltered storage means said personalty which is not stored in a permitted building complying with the then existing and controlling City ordinances. The period of one year for purposes of considering whether or not a continuing violation exists commences upon the date of notice of the violation. In the event that any violation is corrected but a same or similar act occurs within the one year time period set forth above it shall be considered a continuation of the original violation and each day that said violation exists may be considered a separate violation as well as a continuation of the original violation.

C. Abatement by Owners. The owner, owners, tenants, lessees and/or occupants of any lot within the City of Empire upon which such above prohibited storage or any other violation of this ordinance is made, and also the owner, owners, and/or lessees of said personalty involved in such storage or any other material constituting a violation of this ordinance, all of whom are hereinafter collectively referred to as "owners", shall jointly and severally abate said nuisance by the prompt removal of said personalty or materials into completely enclosed buildings authorized to be used for such purposes, or to a licensed junkyard or waste facility, or remove it to a location outside the corporate limits of the City of Empire.

D. Abatement by the City. Whenever said owners fail to abate such nuisances the City shall remove the said personalty or materials to a location of its selection. Abatement of such nuisance by the City shall be in accordance with Section 10 of

this ordinance. Costs incurred by the City during said abatement, including the cost of storage or disposal, shall be recoverable from the said owners, jointly and severally, in accordance with Section 11 of this ordinance or in any other manner authorized by law.

E. Disposal of Property After Abatement by the City. When said personalty or materials have been removed and placed in storage by the City, as provided for herein, said personalty shall be sold by the City after the lapse of such time as is provided for by law. If the proceeds of such sales are insufficient to pay the costs of abatement and storage said owners shall be liable to the City for the balance of the costs. If the proceeds are in excess of the costs, including storage, the balance shall be paid to said owners or deposited in the City Treasury for their use.

Section 7. **Adoption by Reference.** The "Hazardous Building Law, " Minnesota Statutes 463.15 through 463.261, is adopted by reference. Any hazardous building or dangerous excavation may be abated in accordance with the provisions of that law.

Section 8. **Responsibility.** The owner and tenant of any premises on which a violation of this ordinance occurs shall make every reasonable effort to see that the violation ceases. Violations of this ordinance shall be deemed the act of both the person committing the act and the person in possession, control, custody, or having charge of the premises who allows or permits the violation to take place. Violations of this ordinance shall also be deemed the act of a nonresident landlord, provided he or she has received written notice from the City of the violation and has failed to make every reasonable effort to see that the violation ceases.

Section 9. **Enforcement.**

Officers. The City Council shall have the duty of enforcing the provisions of this Ordinance. In addition, any law enforcement agency with which the City Council has contracted for law enforcement services shall have the authority to enforce the provisions of this Ordinance. The City Council may, by resolution, delegate to other officers or agencies power to enforce particular provisions of this Ordinance, including the power to inspect private premises, and the officers charged with enforcement of this Ordinance shall take all reasonable precautions to prevent the commission and maintenance of public nuisances.

Section 10. **Abatement.**

A. General. Whenever the officer charged with enforcement determines that a public nuisance is being maintained or exists on premises in the City, the officer may notify in writing the owner or occupant of the premises of such fact and order that such nuisance be terminated or abated. The notice shall be served in person or by certified or registered mail. If the premises are not occupied and the owner is unknown, the notice may be served by posting it on the premises. The notice shall specify the steps to be taken to abate the nuisance and the time, not

exceeding thirty (30) days, within which the nuisance is to be abated. Within those thirty (30) days, the owner or the occupant of the premises may enter into a Settlement Agreement with the City that specifies the terms of the abatement.

B. Court Process. As an alternative, or in addition to the notice served in Section 10.A above, the City Council may authorize the City Attorney to bring an action in Dakota County District Court seeking to abate the nuisance. In such case, the City Attorney may bring a civil or criminal action in Dakota County District Court against the property owner and/or occupant seeking a criminal conviction of the terms of this ordinance or seeking a civil order requiring the property owner and/or occupant to abate the nuisance, or in the alternative, authorizing the City to enter upon the property and abate the nuisance at the property owner and/or occupant's expense.

C. Emergency Abatement. When the officer charged with enforcement determines that a nuisance constitutes a serious and eminent danger to the public safety or health, the officer may summarily abate the nuisance after a reasonable attempt to notify the owner or occupant of the property. The officer shall immediately thereafter notify in writing the owner or occupant of the premises of the action taken. The notice shall be served in person or by registered or certified mail.

Section 11. **Recovery of Cost.** The City may recover all costs incurred in enforcing this ordinance by any or all of the following methods:

A. Personal Liability. The owner of the premises on which a nuisance has been abated by the City shall be personally liable for the cost to the City of the abatement, including legal and administrative costs. As soon as the work has been completed and the costs determined, the clerk or other official designated by the City Council shall prepare a bill for the cost and mail it to the owner. Thereupon, the amount shall be immediately due and payable at the Office of the Clerk.

B. Certification to property taxes. The City Council may certify any unpaid charges resulting from the enforcement of this ordinance, including attorneys' fees and court costs, costs of disposal and all other costs incurred by the City, to the property against which this ordinance was enforced pursuant to Minn. Stat. § 366.012.

C. Any other method authorized under Minnesota law.

Section 12. **Penalty.** Any person violating any provision of this ordinance shall, upon conviction be guilty of a misdemeanor and shall be punished pursuant to applicable State Statute regarding misdemeanor penalties, as amended, plus the costs of prosecution. Each day a nuisance continues to exist is deemed a separate punishable offense under this ordinance. The City may, in its discretion, seek any civil remedies available to it as well, including but not limited to injunctive relief or abatement. Each right or remedy accruing to the City under this ordinance or at law is

separate and distinct and may, in the City's discretion, be exercised independently or simultaneously with any other right or remedy.

Section 13. **Separability.** Every section, provision or part of this ordinance is declared separable from every other section, provision or part; and if any section, provision or part thereof shall be held invalid by a court of competent jurisdiction, it shall not affect any other section, provision, or part.

Section 14. **Effective Date.** This Ordinance is effective upon its passage and publication according to law.

Passed this 8th day of August, 2023.

_____
Trent Larson, Mayor

ATTEST:

_____
Charles Seipel-Teng, Clerk-Administrator

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Information and Discussion on Ordinance 110-A (Policy for City Council Meetings and Salaries)

Ordinance 110-A establishes policy for conducting City Council Meetings and City Council pay.

City Council may want to review it at this time and see if there are any proposed amendments that the Council recommends.

Compensation/Salaries

The City Council can set their rate of compensation by ordinance. The salaries are in an amount that the council deems "reasonable". Salaries can be an annual or monthly sum, or a per-meeting rate. Generally, no change in salary can take effect until after the next succeeding regular city election. An ordinance to change council salaries should specify the date when the changes will take effect.

Terms

The current ordinance does not speak to Mayor and City Council terms.

The current term for the Mayor is two years and City Council is four years, as was outlined in the City's order for incorporation. Some cities have a four-year term for Mayor to allow for greater constancy.

The City Council can amend the Mayor's term by ordinance. There are a few limitations. First, the ordinance cannot impact the term of the current mayor. Second, and importantly, it cannot take affect the term of any mayor elected in the year the ordinance was adopted.

If it is the will of the City, the change from a two-year term to a four-year term the change could not take effect before the 2026 election but could be adopted now to take effect for the election held in 2028. The draft ordinance shows what that language might look like for Empire.

Attachment(s): 110-B City Council Meetings.pdf

ORDINANCE NO. 110-~~A~~B

AN ORDINANCE ESTABLISHING ~~A TIME AND PLACE FOR~~ REGULAR CITY COUNCIL MEETINGS, ~~CHANGING THE REGULAR MEETING DATE OR PLACE, PROVIDING FOR THE ORDER OF BUSINESS AT CITY COUNCIL MEETINGS, ESTABLISHING A PROCEDURE REGULATING THE APPEARANCE OF PERSONS DESIRING TO BE HEARD AT MEETINGS OF THE CITY COUNCIL, PROVIDING FOR THE EXERCISE OF DISCRETION BY THE MAYOR~~, AND SETTING SALARIES AND TERMS OF THE MAYOR AND CITY COUNCIL.

The City Council of the City of Empire, County of Dakota, State of Minnesota, ordains as follows:

SECTION 1. REGULARLY SCHEDULED MEETINGS; TIME AND PLACE; METHOD OF CHANGING

The City Council of Empire, Dakota County, Minnesota, shall hold a meeting of its members, open to the public, on the second and fourth Tuesdays of every month at 7:00 P.M. at Empire City Hall, located on 197th Street West. In the event that the regularly scheduled meeting occurs upon a state, or national holiday, the meeting shall be held at the same place at the same time on the following day. In the event the Mayor decides that either the day, time or place of the meeting ought to be changed, notice of the change shall be posted in two conspicuous places in the City at least five days prior to the regularly scheduled meeting, exclusive of Sundays and holidays, and in no event shall the meeting be held prior to the date of the regularly scheduled meeting. Notice of any such change shall be given in a way calculated to give the public, including the news media, notice of the meeting.

SECTION 2. SPECIAL MEETINGS

Special meetings of the City Council may be called by the Mayor or the Clerk-Administrator. Notice of special meetings shall be given at least 24 hours prior to the meetings. In addition to notice to the members of the City Council, notice to the public of the special meeting, including notice to the news media, shall be given in the manner that the Clerk-Administrator deems best calculated to provide actual notice to the public including the news media.

SECTION 3. ORDER OF BUSINESS

At all regular or special meetings of the City Council of Empire, Dakota County, Minnesota, the order of business shall be as follows:

A. Mayor or Acting Mayor calls the meeting to order.

B. Call of roll to determine if quorum (three or more voting members) are present.

C. Approval of the Minutes.

D. Financial Reports by the Clerk-Administrator.

E. Presentation of the bills to be paid.

F. Appearances by persons desiring to be heard and who have complied with the provisions of Section 4, below.

G. Committee reports.

H. Discussion and disposition of all business.

I. New business.

J. Adjournment.

SECTION 4. APPEARANCES, PROCEDURE

Any person desiring to address the City Council at a regular or special meeting thereof, may do so, provided:

B. Identify themselves for the meeting minutes. Each person shall have no more than five (5) minutes to speak. A maximum of 30 minutes will be allowed for a Visitor's Forum at any City Council Meeting. Topics of discussion shall be restricted to local governmental topics and not private agendas. The City Council may discuss but will not take formal action on an issue presented during the Visitor's Forum.

SECTION 5. MAYOR'S DISCRETION

At the sole discretion of the mayor, a person desiring to be heard who has not complied with Section 5 above, may be either heard or deferred to the next regularly scheduled meeting.

SECTION 6. MAYOR AND COUNCIL SALARIES

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Notwithstanding any previously adopted ordinances to the contrary, the salary of the mayor and other members of the city council shall be established as follows;

Subd. 1. Mayor. The salary for the mayor shall be $85.00 per meeting for attendance at regular or special meetings of the city council, and $85.00 for attendance or appearance on

behalf of the city at other meetings related to official city business and authorized by the city council.

Subd. 2 Councilmembers. The salary of each member of the city council shall be $85.00 per meeting for attendance or appearance on behalf of the city at regular or special meetings of the city council, and $85.00 for attendance or appearance on behalf of the city at other meetings related to official city business and authorized by the city council.

Subd. 3 Changes in Salary. Per Minnesota Statute 415.11, Subd. 2, no change in salary shall take effect until after the next succeeding municipal election.

Subd. 4 Expense Reimbursement. The mayor and city councilmembers shall be reimbursed by the city for reasonable travel expenses incurred while attending the meetings specified above, except that mileage expenses incurred while traveling to and from meetings held in the City of Empire shall not be reimbursable. Mileage shall be reimbursed at the rate approved by the U.S. General Services Administration.

SECTION 7. TERM OF OFFICE FOR MAYOR AND COUNCIL MEMBERS

The Mayor shall hold office for a term of two years, and each Council member shall hold office for a term of four years, commencing on the first Monday of January of the year following their election and until a successor is elected and qualifies. Starting in election year 2028, and every election thereafter, the term of the Mayor to be elected shall be for a term of four years.

SECTION 7. EFFECTIVE DATE.

This ordinance shall take effect upon its passage and publication and according to law.

SECTION 8. REPEAL

Ordinance No. 110-A, An Ordinance Establishing a Time and Place for Regular City Council Meetings, is hereby repealed.

Passed by the City Council of Empire, Minnesota this ~~28th~~ day of ~~January 2025.~~

_____
Mayor

Attested:

_____

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Clerk-Administrator

Summary Published in the ~~February 7, 2025~~ Edition of the Dakota County Tribune

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Approving JPA with Dakota County for Post Election Review

Minn. Stat. § 206.89 requires a postelection review of the state general election by a manual hand count of the ballots used in precincts selected by lot and that cities pay for the costs of the review.

To streamline administration and ensure consistent procedures, Dakota County appoints and hires election judges who will conduct the post-election review across all selected precincts, rather than having each city recruit and utilize their own judges.

Using county election judges will help to maintain uniform standards, party balance, and efficiency during the review process.

City shall be billed only if their precinct(s) are selected and then ONLY billed the actual cost of the hourly salary of election judges.

This follows the current practice for Empire if we would have been selected for an audit- the County would conduct the review on the cities behalf.

The agreement is for a term ending December 31, 2027 with continual automatic renewals for two-year terms.

A letter from Dakota County Elections Director, Michelle Blue, is attached.

Attachment(s): *Dear Election Partners.pdf*
Post Electcion Review Agreement.pdf

Dear Election Partners,

Thank you for your continued partnership in administering accurate, transparent, and secure elections throughout Dakota County. As we prepare for the 2026 State General Election, we wanted to share information regarding the Post-Election Review process and a countywide approach we plan to continue from 2024.

Following each state general election, counties are required to conduct a post-election review (PER) under Minnesota Statute 206.89. This public review involves a manual hand count of ballots from precincts selected by lot and must be completed within 14 days after the election.

To streamline administration and ensure consistent procedures, our team would like to provide the election judges who will conduct the post-election review across all selected precincts, rather than having each municipality recruit and utilize their own judges. Using county election judges will help us maintain uniform standards, party balance, and efficiency during the review process.

In order to implement this shared approach, we will soon ask that each city and town sign a Joint Powers Agreement (JPA) authorizing Dakota County to appoint and compensate election judges on your behalf, in the case your city or town is selected for review. If your jurisdiction is selected, we will contact you immediately after the canvass with next steps. You would be billed *only* if your precinct is selected, and then *only* the actual cost that the County pays for the hourly salary of election judges. We implemented this approach in 2024 and it was extremely cost-effective and efficient.

If you need further information to present to your Council or Board, please let me know and I will be happy to assist. Please let me know if you have any questions.

Kindest Regards,

Michelle Blue
Director

Dakota COUNTY

Elections

P 651-438-4314
W www.dakotacounty.us
A 1590 Highway 55, Hastings MN 55033
F 651-438-4391

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Dakota County Contract No. DCA31484
JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND
City of Empire
FOR CONDUCT OF THE POST-ELECTION REVIEW

This is a Joint Powers Agreement ("Agreement") between City of Empire ("Municipality") and the County of Dakota ("County"), 1590 Highway 55, Hastings, MN 55033, entered into pursuant to Minn. Stat. §471.59, for conduct of the post-election review (PER) as required by Minn. Stat. § 206.89 after every state general election. Municipality and County are referred to individually as the "Party" and are collectively referred to as the "Parties".

Recitals

WHEREAS, Minn. Stat. § 206.89 requires a postelection review of the state general election by a manual count of the ballots used in the selected precincts and must be performed in the manner provided by Minn Stat § 204C.21; and

WHEREAS, at the canvass of the state primary, the Dakota County Canvassing Board must set the date, time, and place for the postelection review of the state general election; and

WHEREAS, at the canvass of the state general election, the Dakota County Canvassing Board must select the precincts to be reviewed by lot and include three percent of the total number of precincts in the County; and

WHEREAS, the postelection review must not begin before the ninth day after the state general election and must be complete no later than the 14th day after the state general election; and

WHEREAS, the Dakota County Canvassing Board appoints the postelection review official, which is generally the County Election Director; and

WHEREAS, the costs of the postelection review in the selected precincts are allocated to the governing body responsible for each precinct selected for review pursuant to Minn. Stat. § 206.89, subd. 9;

WHEREAS, the Parties desire efficient use of resources for the coordination, scheduling and performance of postelection reviews; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

Section 1
Term And Renewal

1. The term of this Agreement shall commence when all signatures of the Parties are obtained and shall remain in full force and effect until December 31, 2027, subject to automatic renewals. Beginning January 1, 2028, this Agreement will automatically renew each even calendar year for a two-year term, unless terminated as provided in Section 2 of this Agreement.

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Section 2
Agreement Termination

2. This Agreement may be terminated as follows:
   2.1. Participation in this Agreement may be terminated without cause by either Party upon at least 90 days' written notice to the other Party. Notice of termination shall be sent as provided in Section 12 of this Agreement.
   2.2. Termination of this Agreement does not discharge any liability, responsibility, or right of the Parties that may arise from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination, such as payment of an invoice for services satisfactorily performed prior to the effective date of termination. Termination of the Agreement does not discharge any obligation of the terminating Party, which, by its nature, would survive after the date of termination.

Section 3
Post-Election Review

3.1 The County shall conduct the post-election review of the state general elections in the County as defined by Minn. Stat. § 206.89. The review shall be conducted in accordance with all applicable Minnesota laws as well as any additional information or guidance the State provides.

3.2 In order to ensure efficient scheduling and organization, the post-election review will be conducted by the post-election review official, assisted by election judges designated by the post-election review official for this purpose. The party-balance requirement under Minn. Stat § 204B.19 applies to election judges designated for the post-election review. Any election judge that is appointed pursuant to this section shall be hired, scheduled, and paid by the County.

3.3 At the conclusion of the general election canvass, the County will contact the municipalities that have one or more precincts selected for review (collectively, the "PER Municipalities" or, individually, the "PER Municipality") and request all ballots in possession of the municipality.

3.4 The PER Municipalities will arrange to have all ballots for the selected precinct(s) in the custody of the PER Municipality delivered to the County at the location chosen by the Dakota County Canvasing Board as soon as practicable in advance of the post-election review. The ballots shall be securely stored by the County until the post-election review and the ballots shall be returned to the municipality at the conclusion of the post-election review.

3.5 Postelection reviews are conducted in a public location. Clerks and/or their deputies are invited to attend the post-election review and witness the process as it is completed for their precinct(s).

Section 4
Applicability

4. This Agreement between the County and the Municipality is limited to the post-election review as required by Minn. Stat. § 206.89. All other voting processes are outside of the scope of this Agreement.

Section 5

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Payment and Invoicing

5. If one or more precincts in the Municipality is selected for postelection review, the Municipality shall pay for the actual costs incurred for the review based on the hourly salary of each election judge performing the review of the Municipality's precinct(s). The County will invoice the Municipality its actual cost of conducting the post-election review. Any invoice submitted to the Municipality shall be paid in the same manner as other claims made to the Municipality. The County will not invoice the Municipality for non-election judge costs, including other County expenses associated with the review. Municipalities that are not selected for precincts in the post-election review will pay no costs in relation to the services provided under this Agreement.

Section 6
Independent Contractor

6. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties hereto or as constituting the County or the Municipality as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Municipality, for any purpose. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 7
Data Practices

7. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act ("Act"), any other applicable statute, or any rules adopted to implement the Act or statute, as well as any state or federal statutes and regulations on data privacy and election data.

Section 8
No Waiver

8. No delay or omission by the Parties to exercise any right or power occurring upon any noncompliance or default with respect to any of the terms of this Agreement shall not impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by the County or the Municipality of any of the covenants, conditions, or agreements to be observed by the Parties shall not be construed to be a waiver of any succeeding breach or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to the Parties at law, in equity, or otherwise.

Section 9
Governing Law

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action commenced pursuant to this Agreement must be venued in Dakota County District Court.

Section 10

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Entire Agreement

10. It is understood and agreed, as to the subject matter of this Agreement, that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter and hereby rescinds and replaces all prior agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

Section 11
No Assignment

11. The Parties may not assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the other Party and any attempt to do so shall be void and have no force and effect.

Section 12
Notice

12. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Municipality: City Clerk
_____
_____
_____

To the County: Dakota County Elections Director
1590 Highway 55
Hastings MN 55033

Section 13
Audit Provision

13. The Parties agree that the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the respective Parties and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its termination or cancellation.

Section 14
Liability, Indemnification and Insurance

14. Each Party shall be solely liable for the acts of its elected officials, officers, employees, or agents and shall not be responsible for the acts of the other Party to this Agreement, their elected officials, officers, employees, or agents.

Docusign Envelope ID: 2660D1B5-02F9-83CF-833D-BF483C0F432D

a. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b). For the purpose of Minnesota Statutes, Section 471.59, subd, 1a(a), it is the intent that this Agreement does not create any liability or exposure to the Parties for the acts or omissions of the other Party or other individual governmental entities participating in a PER.

b. The County agrees to defend, hold harmless and indemnify the Municipality and its officials, agents, and employees, from any liability, loss, or damages the Municipality may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by the County in the performance of its obligations under this Agreement.

c. Municipality agrees to defend, hold harmless and indemnify the County and its officials, agents, and employees, from any liability, loss, or damages the County may suffer or incur as a result of demands, claims, judgments, or costs arising out of or caused by its performance of its respective obligations under this Agreement.

d. Nothing in this Agreement shall be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law, nor does it impose or imply responsibility for the acts or omissions of the County or Municipality. The County and the Municipality warrant that they are able to comply with the aforementioned indemnification requirements and have sufficient insurance coverage consistent with the liability limits contained in Minnesota Statutes, Chapter 466.

Section 15
Survival of Provisions

14. It is expressly understood and agreed that Sections 8, 10, 14 and 15 hereof shall survive the completion of performance and termination or cancellation of this Agreement.

Section 16
Authority

15. The person or persons executing this Agreement on behalf of the Municipality and County represent that they are duly authorized to execute this Agreement on behalf of the Municipality and the County and represent and warrant that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands.

Docusign Envelope ID: 2660D1B5-02F9-83CF-833D-BF483C0F432D

COUNTY OF DAKOTA

By: _____

Michelle Blue
Director, Elections

CITY OF EMPIRE

By:

Melanie Lee
City Mayor

By:

Charles Seipel-Teng
City Clerk

MEMORANDUM

Date:	July 28, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Information on Electric Scooters and Bikes and Usage on Roads and Trails

At the last City Council Meeting, Council asked staff to research terms and look at examples on how Dakota County and other cities handle items such as electric scooters, electric bikes and golf carts. Electric modes of transportation are becoming more popular and unfortunately many operators are not operating them at the speed and manner at which the law requires. This has led to complaints in Empire from pedestrians walking the paths about fast scooters sneaking up on them or knocking them over. State and nationwide, there has also been an increasing number of accidents involving vehicles and scooters. https://www.ucsf.edu/news/2024/07/428096/electric-scooter-and-bike-accidents-are-soaring-across-us

The City's Public Land Regulations Ordinance (265) contains a section that covers uses on public trails.

1. *Public Trails.*
    1. *Public trails are intended for the recreational use and enjoyment of all residents in the City. Trails are open, unless otherwise specifically posted, from dawn to dusk.*
    2. *A "public trail corridor" is the dedicated easements or publicly-owned property on which a public trail is located.*
    3. *It shall be unlawful to plant or remove any landscaping, to excavate or fill, or to place any personal property in a public trail corridor.*
    4. *It shall be unlawful to litter in a public trail corridor.*
    5. *It shall be unlawful to allow animals in a public trail corridor, except leashed, domestic pets, and except horses within any public trail corridor clearly designated and posted for such use. All animal feces shall be picked up and properly disposed of by the animals' owners.*
    6. *It shall be unlawful to operate a motorized vehicle in any public trail corridor, except for public safety vehicles and authorized public works vehicles, and except snowmobiles within any public trail corridor clearly designated and posted for such use.*

The City also has an ordinance regulating golf carts. They can be operated only on streets in the MXR District, provided that they are licensed with the City and driven by someone with a current driver's license. Because they are motorized, they cannot be operated on trails and sidewalks.

Besides these ordinances, State Statues provide regulations on how and where electric scooters, bikes and motor bikes can operate. The attached flyer that was included in the summer newsletter provides a breakdown of those regulations.

The City of Eagan has a very detailed breakdown of requirements and e-bike types on their website (Attached).

The City of Farmington also has similar, less detailed information. Farmington also notes that golf carts are not permitted to operate on streets, sidewalks, and trails.

The City of Inver Grove Heights Police Department has a graphic that shows more types of vehicles to include Motorized Electric Scooters and Off-Highway Motorcycles. Those types of vehicles require a driver's license to operate and cannot be operated on trails and sidewalks (Attached).

Dakota County has an ordinance that separately speaks to the types of vehicles that can be operated on paved surfaces, including trails. A summary of those requirements is below.

DAKOTA COUNTY PARKS
(All Paved Surfaces Incl. Trails)
E-Bikes
E Segways
E Skateboards
Ride-Ons
E- Scooters
On Designated Trails
Class 1 Electric Mountain Bikes
Notes
Must be operated in safe manor
Yield to Pedestrians
Not exceed 15 MPH

A summary of the state statue language regulating Motorized Foot Scooters (E-Scooters) and bikes is also attached. Note that 169.225, Subd. 6, 3 (b) allows the operation of foot scooters on bike lanes unless the local authority or governing body over that path prohibits operation.

If it is the intent of the City to allow electric scooters on bike paths the City may want to look at amending Ordinance 265 to indicate that they are specifically permitted on bike paths provided that they are operated according to State law.

Attachment(s): *9B024D0F-.jpeg*
EAGAN.pdf
Inver Grove Heights.png
State Statutes.pdf

MN STATE LAW:
MICROMOBILITY VEHICLES

Empire

	ELECTRIC SCOOTER (e-scooter)	ELECTRIC BIKE (e-bike)	MOTOR BIKE (e-moto)
			
MINIMUM AGE	12+	15+	15+
HELMET	Required (under 18)	Recommended	Required (under 18)
LICENSE & REGISTRATION	No	No	Yes License or permit required at 15+
ALLOWED ON SIDEWALKS?	No ⊘	No ⊘	No ⊘
ALLOWED ON BIKE PATHS?	No ⊘	Yes ✓	No ⊘
POWER SOURCE	750 watts or less	750 watts or less	750 to 1500 watts
MAX SPEED (ON ROAD)	15 mph	28 mph	30 mph
LIGHT SOURCE	Required at night	Required at night	Required at night
STATE STATUTE	169.225	169.222	169.223

Always ride safely and follow all traffic laws.
Local ordinances may vary. Visit www.revisor.mn.gov for more information.

EAGAN

Electric Scooter (e-Scooter)

Minnesota Statute 169.225

- Must be at least 12 years old to operate
- Passengers are prohibited
- Maximum capable speed is 15 MPH
- Helmet required for riders under 18 years old
- Headlight and taillight required sunset to sunrise, during precipitation, and during low visibility (fog/smoke)
- No person may operate a motorized foot scooter on a concrete sidewalk, only on asphalt paths
- A person operating a motorized foot scooter on a roadway shall ride as close as practicable to the right-hand curb or edge of the roadway

Electric-assisted Bicycle (e-Bike)

Minnesota Statute 169.222

- Classes
  - Class 1: an electric assist up to 20MPH with no throttle
  - Class 2: assist up to 20MPH with a throttle
  - Class 3: assist up to 28MPH with no throttle
- Has a saddle and fully operable pedals for human propulsion
- Must be 15 years old to operate
- Passengers are prohibited unless designed and equipped to carry
- Must be equipped with white light to the front and red light to the rear when riding at night
- No person may operate an electric-assisted bicycle on a concrete sidewalk, only on asphalt paths
- Has an electric motor with a power output of 750 watts or less
- Motor assist disengages at 28 MPH
- It is no longer considered an electric-assisted bicycle if it is configured or modified to include the following:
  - A mechanical switch or button;
  - A modification or change to the electric motor or the electric drive system;
  - The use of an application to increase or override the electric drive system; or
  - Through any other means represented or intended by the manufacturer or seller to modify the vehicle to no longer meet the requirements or classification of a Class 1, 2 or 3 electric-assisted bicycle
- Must follow all bicycle operation laws under Minnesota Statute 169.222

Motorized Bicycles

Minnesota Statute 169.223

- Has an electric motor with a power output of 1500 watts or less
- Max capable speed of 30 MPH or less
- A helmet is required for riders under 18 years old
- Passengers are prohibited
- Must have a valid driver's license or a motorized bicycle permit to operate
- Must be equipped with a headlight and taillight meeting the requirements of lighting for motorcycles when operated during nighttime hours
- If riding at night, it must be equipped with a headlight and taillight
- A person operating a motorized bicycle on a roadway shall ride as close as practicable to the right-hand curb or edge of the roadway

Motorcycles

Minnesota Statute 169.974

- If the bike exceeds 1,500 watts or 30 mph, it is a motorcycle, and you must follow Minnesota motorcycle laws

Electric and Motorized Bike and Scooter Vehicle Safety Requirements

ighmn.gov/Police

	Electric Personal Assistive Mobility Device	Electric/ Motorized Foot Scooter	E-Bike (Classes 1–3)	Motorized Bicycle	Motorized/ Electric Scooters		Off-Highway Motorcycles (OHM/Dirt bike)
Pedal-assist motor	No	No	Yes	Maybe	No		No
Motor/engine size	N/A	100–750 watts	<750 watts	< 1500 watts or < 49cc	< 50 cc	> 50 cc	> 1500 watts or > 49cc
Maximum speed	15 mph	15 mph	20–28 mph	30 mph	30–40 mph	80 mph	> 30 mph
What is the minimum age to drive the vehicle?	Age 12	Age 12	Age 15	Age 15	Age 16		Age 16
Is a driving license required?	No	No	No	Yes	Yes		Yes if riding on public roads.
Do I need to register my vehicle?	No	No	No	Yes	Yes		Yes
Is a helmet required?	**Yes, for everyone under age 18.** It is highly encouraged to always wear a helmet, even if over 18.						
Where can I ride?	Sidewalks, city streets (limited)	City street as closed to right-hand curb as possible. **They are not to be operated on the sidewalk.**			Public roads and highways (models > 150cc)		City streets, off-highway
Can I have a passenger?	No	No	No	If equipped with seat and footrests			
What nighttime lights are required?	Reflectors	Headlight & taillight	Headlight & rear reflector (taillight is better)	Headlight & taillight	Headlights, taillights & turn signals		To be street legal: Headlight, taillight, break light & turn signals
Minn. Statute	**169.212**	**169.225**	**169.222**	**169.213**	**169.225**		**169.212**

Note: Riding on private property requires permission from the property owner.

IGH POLICE DEPARTMENT
8150 Barbara Avenue · Inver Grove Heights

169.225 MOTORIZED FOOT SCOOTER.

§

Subdivision 1.**Application of traffic laws.**

Every person operating a motorized foot scooter shall have all rights and duties applicable to the operator of a bicycle, except in respect to those provisions relating expressly to motorized foot scooters and in respect to those provisions of law that by their nature cannot reasonably be applied to motorized foot scooters.

Subd. 2.**Sidewalk and passenger prohibition.**

No person may operate a motorized foot scooter upon a sidewalk, except when necessary to enter or leave adjacent property. No person may operate a motorized foot scooter that is carrying any person other than the operator.

Subd. 3.**Minimum age for operator.**

No person under the age of 12 years may operate a motorized foot scooter.

Subd. 4.**Protective headgear.**

No person under the age of 18 years may operate a motorized foot scooter without wearing properly fitted and fastened protective headgear that complies with standards established by the commissioner of public safety.

Subd. 5.**Required lighting equipment.**

A motorized foot scooter must be equipped with a headlight and a taillight that comply with standards established by the commissioner of public safety if the vehicle is operated under conditions when vehicle lights are required by law.

Subd. 6.**Operation requirements and prohibitions.**

(a) A person operating a motorized foot scooter on a roadway shall ride as close as practicable to the right-hand curb or edge of the roadway, except in the following situations:

(1) when overtaking and passing another vehicle proceeding in the same direction;

(2) when preparing for a left turn, in which case the operator shall stop and dismount at the right-hand curb or right edge of the roadway, and shall complete the turn by crossing the roadway on foot, subject to restrictions placed by law on pedestrians; or

(3) when reasonably necessary to avoid impediments or conditions that make it unsafe to continue along the right-hand curb or edge, including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or narrow lanes.

(b) A person may operate a motorized foot scooter on a bicycle path, bicycle lane, bicycle trail, or bikeway that is not reserved for the exclusive use of nonmotorized traffic,

unless the local authority or governing body having jurisdiction over that path, lane, trail, or bikeway prohibits operation by law.

169.222 OPERATION OF BICYCLE.

Subd. 6a.**Electric-assisted bicycle; riding rules.**

(a) A person may operate an electric-assisted bicycle in the same manner as provided for operation of other bicycles, including but not limited to operation on the shoulder of a roadway, a bicycle lane, and a bicycle route, and operation without the motor engaged on a bikeway or bicycle trail.

(b) A person may operate a class 1 or class 2 electric-assisted bicycle with the motor engaged on a bicycle path, bicycle trail, or shared use path unless prohibited under section 85.015, subdivision 1d; 85.018, subdivision 2, paragraph (d); or 160.263, subdivision 2, paragraph (b), as applicable.

(c) A person may operate a class 3 electric-assisted bicycle or multiple mode electric-assisted bicycle with the motor engaged on a bicycle path, bicycle trail, or shared use path unless the local authority or state agency having jurisdiction over the bicycle path or trail prohibits the operation.

(d) The local authority or state agency having jurisdiction over a trail or over a bike park that is designated as nonmotorized and that has a natural surface tread made by clearing and grading the native soil with no added surfacing materials may regulate the operation of an electric-assisted bicycle.

(e) A person under the age of 15 must not operate an electric-assisted bicycle.

MEMORANDUM

Date: July 28, 2026

To: Empire City Council

From: Charles Seipel-Teng, Clerk-Administrator

RE: Information on Proposals for City IT Services

The City has utilized CIT for IT services since 2020. The contract with CIT for monthly service expired in March. The City has continued to be billed for service per the contract price of $153.60 per month with the most recent ending year of the 3-year contract. Staff have also met with HVG Systems to talk about Empire's IT needs and to request a quote for services.

Regarding the server, both services have recommended paring down or eliminating the need for the server by moving server files to Microsoft Sharepoint, as the City is paying for this service with its Microsoft 365 account anyway. The issue is with the City's files for Banyon Fund Accounting, Payroll, and Utility Billing. It is the understanding from both providers that those files may still need to be hosted on a smaller server. Staff will verify with Banyon on what our options are.

CIT's service proposal is for an additional three-year term and includes the base standard services and monitoring. In their proposal, the monthly price will increase from $153.60 per month to $275.10 per month. Part of the increase is additional security protection (Threatlocker) and email domain protection (DMARC). The services provided are shown in the middle column "ProActive Standard" of the Managed Services spreadsheet. For historical reference, in 2025, the City paid CIT $6,755.87 for standard service and additional IT support. For 2027, it is estimated that standard service and support would cost approximately $8,200, not including migrating files to Sharepoint. Migration to Sharepoint could cost an additional $6,000 (maximum) in consulting costs for 2027, but likely to cost less than that. Labor rates for consulting would be at $247 per hour, or $185.25 per hour with a $500 retainer.

The proposal from HVG Systems is a 25-month agreement at $650 per month for standard service, plus $5.00 per month for Huntress Managed EDR and $3.50 per account for Microsoft 365 identity threat detection ($42.00 per month) for service for the City's current number of computers and server and additional IT services are included in the price. This equates to $8,364.00 for the year. The contract includes assistance with migrating server files to Sharepoint. A separate quote for the installation of a new server, if the City were to purchase this in 2027 is also attached.

Account managers from both service have offered to attending an upcoming meeting to discuss their proposal and answer questions.

Attachment(s): *Quotation4057474-1-A.pdf*
HVG Systems_City_of_Empire_Proposal.pdf
20260723-885-server-replacement.pdf

Managed Services 2026 Upgrade from 2022

Date: 7/22/2026

Prepared For:

City of Empire
3385 197th Street
Farmington, MN 55024
admin@ci.empire.mn.us
6514634494

Prepared By:

CIT
Nick Lesneski
Senior Account Manager
Nick.Lesneski@citsolutions.net
(651) 255-5734
https://www.citsolutions.net

CIT Managed Services Overview

With over 30 years of industry-leading experience, CIT delivers comprehensive Managed IT Services tailored to meet the unique needs of your business. Our approach goes beyond traditional IT support by combining:

- **Personalized Service** – Dedicated support aligned with your business goals.
- **Advanced Cybersecurity** – Proactive protection to safeguard your data and operations.
- **Compliance Expertise** – Ensuring your IT environment meets regulatory standards.

We're more than just a service provider—we're your trusted technology partner, committed to helping you:

- Streamline IT operations
- Reduce risk
- Future-proof your technology environment

CIT's security-first, business-aligned strategy ensures your IT infrastructure is not only efficient and reliable but also ready to scale with your growth.

Onboarding Project Plan

Preparation & Kickoff

- Send onboarding checklist
- Complete online questionnaire
- Review questionnaire
- Schedule kickoff call
- Conduct kickoff call
- Assign implementation engineer

Remote Pre-Onboarding

- Verify software licenses
- Configure network monitoring tool
- Configure EDR portal
- Configure Auvik portal
- Configure SecureDNS portal
- Prepare probe device

Phase I Onboarding (On-Site)

- Collect/test passwords
- Install CIT device
- Install Monitoring Agent & EDR
- Label network equipment
- Take photos of equipment
- Collect existing documentation

Phase II Onboarding

- Verify monitoring rollout
- Verify EDR deployment
- Deploy Secure DNS
- Upload documentation
- Deploy Endpoint Lockdown
- Final QA check
- Customer sign-off

Quote information:
Quote #4057474-1-A
Prepared on: 7/22/2026
Expires: 8/21/2026
Agreement Start Date:
Agreement Term:
Account Executive: Nick Lesneski | Nick.Lesneski@citsolutions.net | (651) 255-5734
https://www.citsolutions.net

Proposal Summary

Managed Services 2026 Upgrade from 2022

Prepared for:
City of Empire
3385 197th Street Farmington MN 55024

Ship to:
City of Empire
3385 197th Street
Farmington, MN 55024

Monthly recurring costs

Optional	Description	Qty	Unit Price	Price Including Tax
	Managed Services 2026 - Standard			**$275.10**
N	CIT Managed Services 2026 Standard (Per Device)	4	$34.65	$138.60
N	CIT Managed Services 2026 Standard (Per KNE)	2	$10.50	$21.00
N	CIT Managed Services 2026 (Per Site/Probes)	1	$94.50	$94.50
N	Email Domain Monitoring - DMARC (Per Domain)	1	$21.00	$21.00

Monthly Subtotal:	$275.10
Tax:	$0.00
Total:	**$275.10**

Notes:
3 YR Term

Please note: Items marked with "Y" (Yes) in the optional column are not included in the subtotal, tax, or total calculations.

Acceptance and Incorporation by Reference

This Proposal, together with the terms and conditions set forth in the Master Services Agreement, Service Attachments and all other agreements identified on Exhibit A (the agreements identified on Exhibit A are hereafter collectively referred to as the "Ancillary Agreements") is between Computer Integration Technologies, a Minnesota corporation (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the signature block at the end of this Proposal (sometimes referred to as "You," Your," or "Client").

PRIORITY OF NEGOTIATED AGREEMENTS: Notwithstanding anything to the contrary herein, if Client and Provider have previously entered into a separately negotiated and mutually executed Master Services Agreement or a formal Amendment to the MSA ("Negotiated Agreement") with an effective date of 10/01/2025 or later, the terms of that Negotiated Agreement shall supersede any conflicting terms in the online Ancillary Agreements referenced on Exhibit A. If no such Negotiated Agreement exists, the following incorporation terms shall apply:

Client and Provider expressly agree that the terms and conditions set forth in the Ancillary Agreements are hereby incorporated into this Proposal by reference as if fully set forth herein, regardless of whether Client separately executed any of the Ancillary Agreements. Notwithstanding that certain provisions of the Ancillary Agreements may not facially appear applicable to every transaction or circumstance governed by this Proposal, each such provision shall be interpreted broadly and in context, and shall apply and control to the extent such provision can reasonably be construed to apply to the rights, obligations, or subject matter hereof.

This Proposal shall be effective and shall automatically become a legally binding agreement as of the first date upon which both Provider and Client have signed below (the "Effective Date"). Provider and Client are sometimes referred to separately as a "Party", or collectively as the "Parties." Any capitalized terms in this Proposal not defined herein shall have the meaning provided in any Ancillary Agreement(s) defining such capitalized term. If there is a direct conflict between this Proposal and any term or condition set forth in any of the Ancillary Agreements, the conflicting term or condition in this Proposal shall control. By signing or accepting this Proposal, Client acknowledges, represents, and warrants to Provider that Client has read and agrees to all terms and conditions set forth in the Ancillary Agreements on the Effective Date. The Parties agree that electronic signatures on this Proposal shall be relied upon and shall bind the Parties to the terms and conditions stated or incorporated by reference herein. Each Party hereby warrants and represents that such Party is authorized to execute this Proposal and perform the undertakings set forth or incorporated herein. This Proposal supersedes all prior negotiations, proposals, orders, agreements and communications between the Parties regarding all matters expressly addressed or within the reasonable scope of this Proposal or the Ancillary Agreements.

Client acknowledges and agrees that Provider may, from time to time, revise the terms and conditions of the Ancillary Agreements, provided that any such revision shall be effective only in accordance with applicable law, including prevailing legal standards for enforceable "clickwrap" or equivalent electronic consent mechanisms. Revised terms or conditions shall become binding and effective upon the earlier of: (a) Client's continued use of the applicable products or services following reasonably conspicuous notice and opportunity for Client to review the revised term(s) or condition(s); or (b) Client's affirmative acceptance of the revised term(s) via a click-through or similar method reasonably designed to confirm assent. Provider shall make revised terms reasonably available for Client review which shall indicate the date of last revision. If Client does not agree to any revised term(s), Client must discontinue use of the affected products or services and may terminate this Proposal only in accordance with termination provisions set forth in the Ancillary Agreements. Any revision(s) to the terms or conditions of the Ancillary Agreements by Provider shall apply only prospectively, unless otherwise required by applicable law or expressly stated in the revised terms.

Client further agrees that the terms of the Ancillary Agreements shall apply not only to the specific transaction described in this Proposal, but also to all other current and future transactions between Client and Provider unless and until such terms are superseded by a subsequently executed Proposal or Ancillary Agreement.

Both of the Parties, acting through their respectively authorized officers, agents, or representatives hereby execute this Proposal with the intention of being bound hereby.

Exhibit A

Click the buttons below to view the linked documents.

Master Services Agreement | Services Attachment for Managed Services | Service Attachment for Access Control Services | Service Attachment for Managed Video Surveillance | Schedule of Services | Data Processing Agreement | Schedule of Third-Party Services

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

CIT

Signature:

Name : Nick Lesneski

City of Empire

Signature:

Name:

Date:

Managed Services

Many of our tools and services are available à la carte, ensuring you can customize your package to align precisely with your business's evolving demands. Contact your account executive to find out more.

	ProActive Assist	ProActive Standard	ProActive Premium
SERVER/WORKSTATION			
Remote Management/Monitoring/MS Patching	●	●	●
Third-Party Patching	●	●	●
Premium Workstation Setup*			●
On-site Issue Remediation			●

**Install of new or replaced equipment purchased through CIT. Additional Terms & Conditions may apply.*
***On-site service offerings are contingent upon location and may not be available in all markets.*

NETWORK			
ISP/Firewall/Switch Monitoring Alarm Triage & Issue Escalation	●	●	●
Dynamic Network Mapping & Monitoring	●	●	●
CYBERSECURITY		●	●
Managed Endpoint Detection & Response (MDR) 24x7 SOC		●	●
Privileged Access Management (PAM)/App Whitelisting/Configuration Management		●	●
Dark Web Monitoring		●	●
Cybersecurity Awareness Training & Simulated Phishing		●	●
DMARC Monitoring		●	●
Domain Name System (DNS) Security Software		●	●
Password Manager Add-on			●
SAAS Shadow Application Reporting			●
CYBERSECURITY ASSESSMENTS			
Active Directory Security Review - Annual		●	●
Firewall Security Review - Annual		●	●
Incident Response Plan - Annual		●	●
Internal Vulnerability Scan - Annual		●	●
External Vulnerability Scan - Annual		●	●
Email Cybersecurity Review - Annual		●	●

SERVICE & SUPPORT	ProActive Assist	ProActive Standard	ProActive Premium
Unlimited End User Remote Help Desk 24x7*			●
24/7 Support Desk RMM/KNE Access/Triage		●	●
Strategic Business Review		●	●
Monthly On-Site visits (Up to 4 hours Included)			●
Customer Managed Alerts	●		

**For unlimited help desk anything that is an install, deploy, or upgrade is not covered.*

Optionals

CYBERSECURITY
Security Information Event Monitoring (SIEM)
Continuous Vulnerability Scanning
Network Access Control
Threatlocker Detect with Cyberhero Managed Detection & Response (MDR)
Microsoft 365
Datto Backup

COMPLIANCE - GOVERNANCE, RISK, & COMPLIANCE (GRC) PACKAGES
GRC Evidence
GRC Assist
GRC vCISO

Customized Service Perks & Smart Savings

ProActive Assist:
Take advantage of 20% discount on services with a pre-paid retainer.

ProActive Standard & Premium:
Unlock a 25% discount on services with a pre-paid retainer.

All pre-paid retainer hours never expire. Talk to your account executive or reach out at **info@citsolutions.net** or call **651.255.5780** to find out more.

IT SERVICES | SUPPORT | SOLUTIONS

July 23, 2026

This agreement, dated 7/23/2026, is between HVG Systems, LLC. (HVG), 2040 Douglas Drive N, Suite 200, Minneapolis, MN 55422, and the City of Empire (Client), 3385 197th Street, Farmington, MN 55024, where HVG will provide the Client with the following services:

Technology assurance services:

- A complete on-boarding and full tech assessment of all IT components (including computers, the onsite server, Microsoft 365 tenant, RingCentral phone system, copiers, cameras, card access, and all network and computer/server equipment)
- 24/7 Infrastructure monitoring, maintenance, and support for servers, desktops and software/Operating System, phone system, firewall, switches, network, Wi-Fi access points, Microsoft 365, SharePoint, domain name registrations, website up time, and any other components
- On going technology management, software installations, software and Operating System upgrades, user accounts management, user security and access management to folders and files, backup services (on site, off site and cloud)
- Ongoing support through helpdesk system and escalation procedures, proactive deployment of any security patches to computers, servers, firewalls, switches, Wi-Fi access points
- Cyber safety, training, monitoring and protection of Client's data and staff
- Mobile device support
- Technology Liaison and technology vendor management on behalf of Client, working with proprietary software/hardware vendors (RingCentral, Internet service provider, copiers/printers, access control, surveillance, Audio/Video, etc.). Client will maintain valid support contracts in place covering proprietary software/hardware
- Support for the Client's Microsoft Access database application and coordination with the associated software support vendor(s)
- Unlimited and as needed remote and/or on-site support during business hours (M-F, 8AM-5PM)
- Unlimited infrastructure and/or key business software solutions emergency remote and/or on-site support after business hours for all mission critical functions (emergencies and non-emergencies scenarios will be identified by the Client)
- On-site visits as needed and/or on an agreed upon schedule (to be developed with Client)
- Budget planning
- Strategic planning
- Ongoing review meetings will take place to review projects and issues. Meetings schedule will be updated based on workload and Client's needs

Exclusions:

After hours and/or weekend/holiday projects and non-emergency services (emergencies and non-emergencies scenarios will be identified by the Client), major infrastructure upgrades, new SharePoint development, migration of the Access database application to the cloud, and hardware or software. These projects/services may incur additional costs, will be discussed, priced, and approved by Client.

Confidentiality:

HVG shall treat as confidential, and shall not disclose or use, for the benefit of any person other than Client, any and/or all information made available or disclosed to HVG because of or related to the Business Agreement.

HVG Employees and/or Subcontractors:

Client agrees not to engage with or offer any side arrangement or separate Contracts or employment agreements with any of HVG's employees, vendors, or subcontractors performing work under this agreement for a period of at least one year following termination of HVG's services.

Hardware & Software:

HVG services do not include any costs associated with purchasing new or replacing existing hardware or software. HVG is not a reseller of hardware and/or software and does not represent or act as a reseller of any manufacturer. As part of our services, and to keep with licensing legalities, HVG will find and negotiate best prices on behalf of Client and invoice Client the cost of such items.

Satisfaction guarantee:

HVG will perform IT services defined in this agreement to Client's satisfaction. If Client is not satisfied with the IT services provided, a written 60-day notice will be given to HVG. HVG will then have 30 days to resolve the situation to the Client's satisfaction. If after 60 days, the situation cannot be resolved, Client may terminate the agreement with a 60 days' notice. HVG will continue and support the Client until such point where a new IT service provider was identified and onboarded.

Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

Governing Law:

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota.

Financial:

- HVG's monthly service fee will be $650, all-inclusive, covering all services described in this agreement including Microsoft 365 tenant management and the security services listed below for the Client's current environment (3 computers, 1 onsite server, and 11 user accounts plus 1 administrative account)
- Huntress Managed EDR: installed on all computers and the server, currently 4 devices, at $5.00 per device per month
- Huntress ITDR: Microsoft 365 identity threat detection and response for all staff and council email accounts, currently 12 accounts (11 users plus 1 administrative account), at $3.50 per account per month
- One-time server replacement hardware cost of $3,969.75. The labor to procure, configure, and deploy the replacement server is included in the monthly service fee. If it is determined that SharePoint can meet the Client's needs and an onsite server is no longer required, the server will not be purchased and this cost will not apply.
- Any additional subscription and or project fees will be approved by Client (i.e., Huntress add-ons, firewall, additional Microsoft 365 licenses, etc.), all will be discussed and pre-approved prior to implementation
- HVG's invoices will be paid within 30 business days

Terms of Agreement:

- This engagement shall commence as of 8/1/2026 and shall continue to and include 8/31/2028 (25 months).
- August 2026 will be extended as a free onboarding month allowing Client to cover any costs associated with this transition. Billing will commence 9/1/2026.
- This agreement will automatically renew for subsequent periods of one year term unless either party submits 90 days' notice before the end of this or future agreements.
- Annual fees for the next agreement period will be discussed and if approved, increase will be in the range of 3% for the year and will not exceed 5% for the year

_____ Date: _____

HVG Systems, LLC.

By Ofer Alphabet, CEO

_____ Date: _____

City of Empire

By _____

Title: Pending Council Authorization

HVG systems

IT SERVICES | SUPPORT | SOLUTIONS

service@hvgsystems.com · hvgsystems.com

QUOTE

Quote #: 20260723-885
Date: July 20, 2026
Prepared by: Kinsey Anderson

TO

City of Empire
Charles Seipel
3385 197th Street
Farmington, MN 55024
admin@empiremn.gov

RE

Server Replacement (If the data can be moved to SharePoint, this quote will not be needed)

EQUIPMENT & SERVICES — ONE-TIME

Qty	Description	Unit	Total
1	HP DL380 G10p, Dual Gold Processors, 128GB RAM, 10TB of redundant Storage	$3,673.50	$3,673.50
1	Server 2025 Standard	$296.25	$296.25
		One-time subtotal	**$3,969.75**

MONTHLY SERVICES — RECURRING

Qty	Description	Unit	Total
4	BackBlaze B2 Immutable Offsite Backup, Cost paid directly to BackBlaze per TB	$6.95/mo	$27.80/mo
		Monthly subtotal	**$27.80/mo**

One-time items	$3,969.75
One-time total	**$3,969.75**
Monthly recurring	**$27.80/mo**

Sales tax is not included in the totals.

**Time to complete the setup/installation is included in your monthly contract.*

Terms

This quote is valid for 30 days from the date above. Pricing is subject to supplier availability and may change if not approved within the validity window. Equipment ships when payment is received unless prior arrangement is made. Installation labor (when applicable) is invoiced separately after services are rendered.