EMPIRE CITY COUNCIL AGENDA
January 13, 2026 - 7:00 PM, Empire City Hall

A. Call Meeting to Order and Flag Pledge

B. Roll Call

C. Approve the Agenda
C.1 Agenda Additions and Updates

D. Consent Agenda
D.1 Minutes of the 12/9/2025 City Council Meeting; 12/16/2025 Planning Commission Meeting; 1/12/2026 Park & Rec. Commission Meeting
D.2 Year End Cash Balance Report as of 12/31/2025
D.3 Year End Profit & Loss / Budget Comparison for Year 2025
D.4 Bill List - As of 12/31/2025
D.5 Bill List as of 1/13/2026
D.6 Cash Balance Report as of 1/13/2026

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 Quarterly Radiochemical Monitoring - Well #3

Law Enforcement
1. December Statistics Reports

Park & Rec

Engineering
1. Engineering Report / Request for Letter of Credit Reduction for Deer Creek - Phase 1

Planning
1. Retrofit Environmental Discussion
2. Consider Approving Development Contract and PUD Agreement for Deer Creek 2nd Addition
3. Consider Adopting Resolution 2026-1B, Adopting the Northwest Empire AUAR
4. Consider Approving Minor Subdivision and Variance Request for Proposed Water Tower Parcel (Resolution No. 2026-1C)

G. Old Business
G.1 Consider Adopting Ordinance No. 210 (City of Empire Animal Control Ordinance) and its Summary for Publication
G.2 Consider Adopting the Following Ordinances to Grant Nonexclusive Franchises to Operate

in City of Empire ROW and their Summaries for Publication;
Ordinance No. 2026-1 Minnesota Energy Resources
Ordinance No. 2026-2 Dakota Electric Association
Ordinance No. 2026-3 Northern States Power Company (Xcel Energy)

H. New Business

H.1 Information on Minnesota Municipal Money Market Fund (4M Fund); Consider Adopting Resolution 2026-1D, Authorizing Membership in the 4M Fund
H.2 Consider Appointments to City Council Committees for 2026
H.3 Consider Adopting Resolution 2026-1A, Appointments to Certain Offices and Positions

I. Meetings: Martin Luther King Jr. Holiday 1/19/2026; Planning Commission Meeting 1/20/2026, 8PM; City Council Meeting 1/27/2026, 7PM

J. FYI

J.1 Charter Communications - Programing Package and Cable Lineup Changes
J.2 Dakota County Environmental Services Quarterly Update

K. Adjournment

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Agenda Additions and Updates

Additions from the original packet include a Request for security reduction for Deer Creek, Phase 1 (Engineering)
Updated information includes the bill list for January, a cash balance report as of 1/13/2026, additional comments on the AUAR (Planning), and an update on the Draft Franchise Agreement with Xcel Energy (Item G. 2)

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Minutes of the 12/9/2025 City Council Meeting; 12/16/2025 Planning Commission Meeting; 1/12/2026 Park & Rec. Commission Meeting

Attachment(s): *12 9 2025 Council Minutes.pdf*
12 16 25 PC Minutes.pdf
PR Minutes 1 12 26.pdf

CITY OF EMPIRE

Empire City Council Meeting Minutes
December 9, 2025

A Special Meeting of the Empire City Council was called to order by Mayor Melanie Lee at 6:30 PM. **Present were:** Council Members: Eric Hanson; Danny Rubio; Marla Vagts; Mark Page. Also present was Charles Seipel-Teng, Clerk-Administrator; Lynn Gorski, City of Farmington Administrator; and Matthew Price, Farmington Fire Chief.

A. Information and Discussion on Fire Service with the City of Farmington

Chief Price provided information on the rational for the City of Farmington's proposal to hire six full-time firefighters in 2026. The discussion about the need to eventually start hiring full-time positions began about 10 years ago. Relying on volunteer firefighters is no longer an option as some calls only get a response from a few firefighters and mutual aid is becoming increasingly relied upon. Mutual aid is not always something that should be relied on as it may not be available in some instances. Having full-time firefighters will allow the department to be staffed by firefighters with extensive training 24/7/365. Lynn Gorski and Chief Price provided information on the 2026 Fire Department Budget and Capital Improvement Plan.

Mayor Lee noted that the City understands the need to hire full-time firefighters but expressed frustration about not being included in the discussion process or notified that this possibility was being discussed. It is a decision that puts the City in a difficult financial position when trying to budget for the increase and the costs related to the agreement with Farmington for fire service is a big reason why the City's proposed 2026 Budget will require a large levy increase.

Lynn Gorski apologized for the lack of communication and noted that the option to include the recruitment of full-time firefighters in their budget was not formally discussed until this year's budget work session. Going forward, Farmington will keep Empire updated on budget considerations for the Fire Department. Lynn noted that the City of Farmington had applied for federal funding to help offset the costs of hiring full-time firefighters but was not successful this year.

Danny Rubio noted that not involving Empire, and the townships that the department serves, in the grant application for federal funding was an oversite on Farmington's part and asked for collaboration on future applications.

Mayor Lee asked if there was a study conducted that made recommendations for staffing levels. Chief Price noted that there was a study conducted seven years ago and has been archived.

Chief Price noted that in 2027, the department would like to hire three additional full-time firefighters and in 2028 they would like to study the conditions of the fire stations and determine what upgrades need to be conducted to keep the facilities in good operating condition. Ideally, they would like the

department to have up to 20 full-time firefighters as the area continues to grow. The Department will also look at downsizing their fleet for engines that are no longer needed.

Going forward, the Empire City Council requested future collaboration meetings with the City of Farmington to discuss future for the Fire Department. The City Council thanked the City of Empire for the information and future collaboration.

The Regular 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 (Via Teams); Hanah Martin, Dakota County Sheriff's Deputy; Jerod Waltman, Maintenance Supervisor; Charles Seipel-Teng, Clerk-Administrator. Present from the Planning Commission were Chair, Jared Sachs; Gina Maunu; Doug Clark; and Elizabeth Haas.

B. Call Meeting to Order and Flag Pledge

C. Roll Call

D. Approve the Agenda

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

E. Consent Agenda

E.1 Minutes of the 11/25/2025 City Council Meeting; 11/29/2025 Park & Rec. Commission Meeting; 12/2/2025 Planning Commission Meeting; 12/6/2025 Park & Rec. Meeting

E.2 Bill List as of 12/9/2025

E.3 Cash Balance Report as of 12/9/2025

E.4 Consider Renewing the Park & Rec. Commission Terms for Kacie Fahey and Nicole Bower

E.5 Consider Renewing the Planning Commission Term for Elizabeth Haas

Danny Rubio made a motion to approve. Mark Page seconded. Motion carried 5-0

F. Visitors None.

G. Committee Reports:

Maintenance / Sewer and Water / Road and Bridges

1. **Request from Farmington Snow Tigers for Marked Snowmobile Trail in 190th Street ROW**
   Jerod Waltman reported that the snowmobile club is requesting the use of the 190th Street right-of-way (ROW) for a marked snowmobile trail and the parking lot for the disc golf course as a parking and loading area. The City Council had concerns about the noise and traffic generated

from the snowmobiles along 190th Street and noted that City's nuisance ordinance does not address snowmobiles in the ROW specifically but does permit licensed golf carts. Prior to granting approval for the trail, the City should provided notice to adjacent property owners, and it is late into the season to do that. Brian Hilgarnder noted that in the future, this ROW will serve a future county road and should not be marked as a permanent snowmobile trail.

The snowmobile club request to use the disc golf parking lot will also require snow removal at the parking lot, which is typically not done in the winter.

The City Council recommended that the Planning Commission discuss the operation of snowmobiles in the City and that the maintenance department remove snow from the disc golf parking lot only as time permits.

Law Enforcement
Deputy Martin provided the Statistics Reports for November 2025. She noted on recent incidents in Empire and that they have been trying to assist City staff in ticketing vehicles parked on the street overnight. Her position on the Empire contract will be going up for bid in a few weeks.

Park & Rec
Eric Hanson noted that the recent Tree Lighting and Holiday Party were successful. Events for the winter have concluded and the Commission will now begin planning for next year's events.

Engineering
Brian Hilgardner noted that all his items fall under Planning.

Planning

1. **Review Final AUAR for NW Empire and Consider Approval of Final AUAR and Mitigation Plan Document and Submitting it to the EQB**

   Jenni Faulkner provided an update on the final draft of the AUAR for the northwest area. General feedback has been positive. She provided highlights on the agency and resident comments. Many residents commented that they liked the sports complex scenario. If the City Council approves the final document, it will then be submitted to the EQB and state agencies would have until December 26th to make final comments. The final AUAR is anticipated to be presented to City Council and considered for final adoption on January 13.

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

2. **Consider Adopting Resolution 2025-12C, Approving the Deer Creek 2nd Addition Final Plat**

   Jenni Faulkner presented a memo relating to the Final Plat for Deer Creek 2nd Addition. The plat application proposed the subdivision of an approximately 30-acre property into 14 lots for single family detached housing units. The plat also includes Outlot A, which will be dedicated when the remaining lots are platted south of 197th Street. The final plat meets the comprehensive plan requirements as well as the requirements of the PUD that was approved for the Deer Creek development. John Anderson noted that phase three will be the remaining portion south of 197th Street. The third phase will need fill from the future drainage area north of 197th Street.

The developer is requesting that item 2. h. in the Resolution approving the final plat be amended to require that the final plat be filed with Dakota County prior to April 30, 2026.

Eric Hanson made a motion to Amend Resolution 2025-12C, item 2. h. to require that the final plat be recorded prior to April 30, 2026. Danny Rubio seconded. Motion carried 5-0.

Marla Vagts made a motion to Adopt Resolution 2025-12C, Approving Deer Creek 2nd Addition Final Plat Eric Hanson seconded. Motion carried 5-0

3. Consider Approving Development Contract and PUD Agreement for Deer Creek 2nd Addition

Charles Seipel-Teng reported that the proposed development agreement follows closely with the agreement for Deer Creek 1st Addition.

Security requirements have been reduced to 125% of public improvement costs based on the newly adopted Subdivision Ordinance. The agreement requires a cash payment for the number of lots per the formula calculated for park dedication. The agreement does not require tree preservation escrow as all trees were removed when mass grading took place on the area south of 197th Street. The City's attorney has advised that the reference to the temporary drainage, utility, and trail easements be removed from the agreement, but the developer indicated that they need to remain since the Outlot is being re-platted. Staff have requested that the attorney review this request. The developer is also asking that reference to the newly adopted Design Manual be removed as plans and specs for this development were drawn up before the manual was adopted. Brian Hilgardner noted that he is fine with removing the language referencing the Design Manual.

The City Council recommended that a decision on the development agreement be tabled until the January 13th City Council Meeting.

H. Old Business

None.

I. New Business

I.1 Consider Adopting Resolution 2025-12A, Adopting 2025 Tax Levy, Collectable in 2026; and Resolution 2025-12B, Adopting the Final 2026 City Budget and Capital Improvement Plan

Eric Hanson made a motion to adopt Resolution 2025-12A, Adopting the 2025 Tax Levy, Collectable in 2026. Danny Rubio seconded. Motion carried 5-0

Marla Vagts made a motion to adopt Resolution 2025-12B, Adopting the Final 2026 City Budget and Capital Improvement Plan. Mark Page seconded. Motion carried 5-0

I.2 Consider Adopting Ordinance 515-2026, Empire Fee Schedule Ordinance and Its Summary for Publication

Charles Seipel-Teng reported that if adopted, the ordinance will go into effect January 1, 2026. A formatted spreadsheet showing the fees by category will also be updated on the City's website to provide for easier search of the fees. The ordinance changes are as follows:

- Adds the fee for Building Rights Transfers
- Adds the fees for Large Assemblies as outlined in the ordinance
- Adds a Consulting Escrow to Contract Administration Fees to track reimbursement for attorney and consulting planning fees related to development and enforcement of the development agreement.
- Changes over the counter permit fees from $100 to $125 as the contracted building inspector will be adjusting those fees
- Increases fees for utility and site work per the City's Financial Management Plan
- Increases the utility fees per the 2026 Budget and Financial Management Plan
- Adds the fee for Animal Complaint Violations as outlined in the Animal Control Ordinance
- Adds a fee for Temporary Cannabis Events – Recommended to be the same as the fees for Large Gatherings
- Adds the Annual Renewal Fees for Mineral Extraction as the Ordinance related to Mineral Extraction now references the Fee Schedule Ordinance
- Updates the Fees for Stelzel Fields based on the recommendation from the Park & Rec. Commission

It is likely that this ordinance will need to be amended in early 2026. Once the AUAR is adopted, the City will need to consider an ordinance setting the AUAR fee that the city would collect for development. This is proposed to remain as a tracked change until that time.

Danny Rubio made a motion to Adopt Ordinance 515-2026 Eric Hanson seconded. Motion carried 5-0

I.3 Consider Adopting the Following Ordinances to Grant Nonexclusive Franchises to Operate in City of Empire ROW and their Summaries for Publication; Ordinance No. 2025-7 Northern States Power Company (Xcel Energy); Ordinance No. 2025-8 Dakota Electric Association Ordinance No. 2025-9 Minnesota Energy Resources

Charles Seipel-Teng reported that he and a consulting attorney have been working on the draft agreements for the three electric and natural gas utilities that serve the City and all language is close to being agreed upon. Once the agreements are adopted by the City, they need to be formally accepted by the utility company.

Once accepted by the company, the City must provide the company with written notice that the City intends to consider an ordinance imposing the franchise fees. This could take place in March. All companies have provided information on the number of accounts that they have in Empire, so the City can now estimate how much revenue it would generate based on the franchise fee amount per account classification. In the past, the City has discussed a flat $3 fee per account.

There are a couple of items to finalize in the agreement with Xcel Energy, including the requirement to collect fees for the issuance of right-of-way permits and the procedure and timeline for requiring the relocation of utilities in the right-of-way at the City's request. The city's attorney noted that these items have typically been agreed upon by Xcel Energy in other cities that they have agreements with. The City Council is concerned about the potential revenue loss if the ability to collect fees for right-of-way permits is removed, especially as the City continues to grow. Erick Simonson, Community Relations Manager with Xcel Energy, noted that he is hopefully that the company can continue to work with the City to finalize the language in the agreement with terms that both the City and company can agree to.

The City Council also reviewed information that staff propose to put into the January newsletter that explains the franchise fees, how they will be collected and what they will be used for. The City Council recommended that residents contact City Hall if they have questions on the franchise fees.

The City Council recommended that a decision on the franchise agreement ordinance be tabled until all terms in the ordinances can be agreed to.

I.4 Consider Accepting Proposal from Abdo for a Position Classification and Compensation Study

Charles Seipel-Teng reported that the City's Personnel and Building/Staff Committee is recommending that the City Council consider moving forward with the Position Classification and Compensation Study as presented by Abdo. Funding to conduct the study is included in the 2026 Budget under Professional Services.

The Committee believes that study will be a big first step in developing a formal pay plan as the City continues to grow.

The plan will help the city update and refine job descriptions and provide a pay structure that evaluates and maintains completive pay for existing staff and for future staff that will need to be brought on as the City grows. After the study, the City can continue to work with Abdo to update compensation classification as compensation in the industry charges and new positions in the City are created. Also, in working with Abdo on the study, their consultants will help the City with Pay Equity reporting that the City is now required to conduct and is due to the State at the end of January 2026. The plan should be completed within 80 to 100 days of its start.

Eric Hanson noted that with the City's small staff, evaluation of pay and comparison with other cities can be handled internally and the proposal is not worth the expense. Melanie Lee and Danny Rubio noted that they feel the information from the study would be valuable to the City.

Marla Vagts made a motion to approve. Danny Rubio seconded. Eric Hanson opposed. Motion carried 4-1

I.5 Consider Engagement Agreement with Abdo for Conducting the 2025 Financial Audit

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

I.6 Consider Hiring Paul LaCroix to fill Maintenance Worker Position

Eric Hanson made a motion to approve. Mark Page seconded. Motion carried 5-0

I.7 Consider Approving Employee Wages for 2026

Charles Seipel-Teng reported that the Personnel Committee is recommending a 3% wage increase for all employees, as was adopted in the 2026 Budget.

Eric Hanson made a motion to approve. Mark Page seconded. Motion carried 5-0

I.8 Consider Adopting Ordinance No. 210 (City of Empire Animal Control Ordinance) and its Summary for Publication

Charles Seipel-Teng reported that the draft ordinance has been reviewed by the Dakota County Sheriff's Office, the City's Planner, and Attorney.
The draft ordinance does the following: Clarifies the definition of "At Large Animal", Adds definitions for “Dangerous Animal”, “Impound Facility”, and “Under Restraint”, Changes references from Township to City, allows law enforcement to seize animals in an emergency, requires reasonable notice to animal owner if an animal is apprehended.

The City Council asked for information in the ordinance that would address dogs being used for hunting, specifically on public lands.

I.9 Information on Minnesota Municipal Money Market Fund (4M Fund)

The City Council reviewed information on the 4M Fund. Seipel-Teng reported that several cities use the fund to help supplement their investments as an alternative to regular investments in the bank. If the City would like to participate in the Fund, staff could evaluate it as an option that might provide a better return on the City’s investments. If the City would like to participate in the fund, it would adopt a resolution for participation. Staff can bring a draft resolution for the City Council to consider at the January 13th meeting.

J. Meetings: Planning Commission 12/16/2025, 8:00 PM; City Council 12/23/2025, 7:00 PM (Tentative); Christmas Day Holiday 12/25/2025; New Year's Day Holiday 1/1/2026

K. FYI

K.1 Information on Upcoming League of MN Cities Events
Mayor Lee invited Councilmembers to consider participating in the upcoming events with the League of Minnesota Cities. They provide valuable information.

K.2 Charlie Out of Office - January 4-10

L. Adjournment

Eric Hanson made a motion to adjourn. Marla Vagts seconded. Motion carried 5-0. The City Council Meeting ended at 9:04 PM.

_____
Melanie Lee, Mayor

_____
Charles Seipel-Teng, Clerk - Administrator

CITY OF EMPIRE

Empire Planning Commission Meeting Minutes
December 16, 2025, 8:00 PM, Empire City Hall

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

1. Agenda Items

1.1 Public Hearing - Consider IUP Renewal for McNamara Contracting (Construction Business Location)

Charles Seipel-Teng read the public hearing notice and noted that the City has not received comment on the IUP renewal prior to the hearing.

Madison Richard presented a memo regarding the renewal of the IUP for the contracting business site. The proposed renewal is for another 10-year term, terminating December 31 2035. McNamara operates on the site as a road construction business, utilizing offices space, storage buildings, parking and a residential structure. The applicant is proposing to continue existing operations on the site and has indicated that no changes are anticipated to take place. The existing IUP limits the site to 25 employees and parking for up to 100 vehicles on the site.

It should be noted that the site is in the northwest Empire AUAR study area and this should be considered for future renewal requests, however it is not anticipated that development will occur near the site within the next 10 years.

Jamin Anderson and Justin Zittle with McNamara Contracting noted that recently, they have started to work to determine if the existing office space on the site can be renovated to house additional employees as the company grows. Currently, the demand for on-site parking of equipment can also exceed 100 vehicles.

The Planning Commission discussed the potential need to revise the parking plan for the site if more employees and vehicles will be housed on the site. Mr. Anderson noted that they should be able to determine their path forward for housing additional staff by the middle of January. The Planning Commission recommended that the application be revisited at the January 20th meeting and the application may be amended prior to that meeting if needed.

Doug Clark made a motion to continue the public hearing at the January 20, 2026, Planning Commission Meeting. Gina Maunu seconded. Motion carried 5-0

1.2 Information and Discussion on Request from Retrofit Environmental

Madison Richard presented a memo regarding the proposal from Retrofit Environmental and how their business activities would be handled by the Zoning Ordinance. The company is requesting a letter from the City that notes the proposed business activities are permitted in the Light-Industrial zoning district, near the intersection of Highway 52 and CSAH 46 in Empire. The language in the Zoning Ordinance for Light Industrial District allows processing facilities as a Conditional Use, except for hazardous waste processing. After reviewing the Facility Audit Booklet, it is determined that some of the products that the facility will be handling can be considered hazardous waste, therefore the business would not be permitted in the L-I zoning district.

The Planning Commission discussed whether the Zoning Ordinance should be amended to permit the use as either a CUP or IUP, and if so, should the City or the applicant petition for the amendment.

The Planning Commission noted that they would be supportive of amending the ordinance to permit the business as an IUP and the applicant making the amendment request. Nick Dryden with Retrofit Environmental noted that ideally the letter would note that the proposed use is permitted, however at this point he is supportive of a letter from the City noting that the use is not currently permitted, but the City is open to allowing this as a permitted use.

Staff will draft a letter for Mr. Dryden to review before it goes to City Council consideration.

1.3 Review of Ordinance No. 210 (Animal Control Ordinance)

Charles Seipel-Teng reported that the City Council has reviewed a draft ordinance that amends the City's animal control requirements. The draft ordinance clarifies the definition of "animal at large", adds definitions for "dangerous animal", "impound facility", and "under restraint". The ordinance also changes references from Township to City.

The City Council is looking for feedback from the Planning Commission on how the ordinance should handle the use of hunting dogs on public property, as the ordinance does not currently address that.

The Planning Commission recommended that the definition of "under restraint" be expanded to exempt the use of dogs for hunting on public property while under the direction of a licensed hunter.

1.4 Consider Cancelling January 6th Planning Commission Meeting

Doug Clark made a motion to cancel the January 6, 2026, Planning Commission Meeting. Julie Stulz seconded. Motion carried 5-0

Jared Sachs discussed concerns about the effect that industrial development has on the City's costs for the contract for fire service. Perhaps a special fire district might be needed in the future.

Charles Seipel noted that the February 3rd meeting will take place on a caucus day in Minnesota and the Commission cannot meet that evening. The Commission is comfortable meeting that Monday evening if necessary.

Elizabeth Haas made a motion to adjourn. Julie Stulz seconded. The Planning Commission Meeting ended at 9:12 PM.

Respectfully submitted, Charles Seipel-Teng
Clerk-Administrator

Park and Recreation Minutes

January 13, 2026

The meeting was called to order by Chair Kacie Fahey. Present were Kacie Fahey, Nicole Bower, Tanya Borchardt, Eric Hanson and Dawn McCracken.

Sunday Night Entertainment will be held on Sunday 6/14, 7/12,7/26 with Celebration on 8/6 and the FHS band on 8/23. Dawn will begin to contact entertainers for the 2026 season.

The 2026 “Hop With A Cop” egg hunt will be Saturday, April 4th from 11 am-12pm at City Hall. Dawn will begin looking at candy and items to fill the eggs.

The Spring Food truck will be on Friday May 15th from 5-8 pm at Stelzel Fields. Vendor participation requests have been received, and Dawn will coordinate applications with them.

Celebration will be held on Thursday, August 6th. Dawn will begin contacting previous vendors to book for 2026.

A recommendation to Council for 6 AED units will be made.

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Year End Cash Balance Report as of 12/31/2025

Attachment(s): 2025 YE Cash Balances.pdf

CITY OF EMPIRE CASH BALANCES

1/1/2025

GENERAL FUND	
GENERAL CHECKING	$19,088.22
GENERAL SAVINGS	$2,287,256.73
TOTAL GENERAL	**$2,306,344.95**
ROAD & BRIDGE SAVINGS	**$254,429.96**
CERTIFICATES OF DEPOSIT (MATURITY)	
60 MONTH CD (1/23/2026)	$953,293.88
60 MONTH CD 2 (1/23/2026)	$953,293.88
60 MONTH CD 3 (1/23/2026)	$953,293.88
30 MONTH CD (2/11/2026)	$892,979.78
24 MONTH CD (12/13/2025)	$666,321.55
24 MONTH CD 2 (12/13/2025)	$666,321.55
60 MONTH CD (7/14/2027)	$1,255,212.45
TOTAL CD	**$6,340,716.97**
TOTAL CHECKING & SAVINGS	**$8,901,491.88**
ESCROW CHECKING	$7,059.65
ESCROW SAVINGS	$10,098.06
TOTAL ESCROW	**$17,157.71**
FLEX CHECKING	**$2,010.02**
12 MONTH CD (SOLAR ESCROW 5	**$127,265.48**
TOTAL	**$9,047,925.09**

CITY OF EMPIRE CASH BALANCES

AS OF 12/31/2025

GENERAL FUND		Int. Rate
GENERAL CHECKING	$21,165.66	0.05%
GENERAL SAVINGS	$1,699,470.40	0.75%
TOTAL GENERAL	**$1,720,636.06**	
ROAD & BRIDGE SAVINGS	**$255,704.50**	0.50%
CERTIFICATES OF DEPOSIT		
12 MONTH CD	$1,723,388.67	4.10%
12 MONTH CD 2	$1,723,388.67	4.10%
12 MONTH CD 3	$1,723,388.67	4.10%
24 MONTH CD	$693,376.86	4.00%
24 MONTH CD 2	$693,376.86	4.00%
TOTAL CD	**$6,556,919.73**	
TOTAL CHECKING & SAVING	**$8,533,260.29**	
ESCROW CHECKING	$16,809.65	
ESCROW SAVINGS	$10,108.17	0.10%
TOTAL ESCROW	**$26,917.82**	
FLEX CHECKING	**$1,562.71**	0.05%
12 MONTH CD (SOLAR ESCR(	**$132,987.46**	4.10%
TOTAL	**$8,694,728.28**	

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Year End Profit & Loss / Budget Comparison for Year 2025

This report shows itemized profit & loss for 2025 compared to the 2025 Budget. Jerod and I made notes on some of the items that were over or under budget.

On an annual cash basis, unanticipated expenditures that were paid in 2025 from the 2024 street project resulted in a loss in the General Fund. Otherwise the total revenue and expenditures for the General Fund were in line with what was budgeted.
Revenue and Expenditures for the Enterprise Fund were nearly even and the City did not have to use sale of investments to offset expenses.

Attachment(s): BUDGET COMPARISON 2025.pdf

	AMOUNT	ACTUAL	VARIANCE	
12/31/2025				
GENERAL REVENUE				
R 101-41000-31010 Ad Valorem Property Tax Revenu	$986,939.00	$908,748.18	*-$78,190.82*	*Fiscal Disparaties Cals. - Changed for 2026*
R 101-41000-31020 Delinquent Ad Valorem Taxes	$0.00	$1,313.14	*$1,313.14*	
R 101-41000-31030 Mobile Home Tax Revenue	$12.00	$39.16	*$27.16*	
R 101-41000-31040 Fiscal Disparities Tax	$65,000.00	$115,460.26	*$50,460.26*	*Fiscal Disparaties Cals. - Changed for 2026*
R 101-41000-31702 Solar Production Tax	$5,000.00	$0.00	*-$5,000.00*	
R 101-41000-32100 Business License and Permits	$5,000.00	$4,840.00	*-$160.00*	
R 101-41000-32200 Non Business License - Permits	0.00	$200.00	*$200.00*	
R 101-41000-32211 Permit Fee / New Construction	60,000.00	$50,550.50	*-$9,449.50*	*Less new construction than anticipated*
R 101-41000-32212 Remodel	1,000.00	$0.00	*-$1,000.00*	
R 101-41000-32213 Mechanical	2,500.00	$3,600.00	*$1,100.00*	
R 101-41000-32214 Repair	1,000.00	$0.00	*-$1,000.00*	
R 101-41000-32215 Plumbing	2,500.00	$3,700.10	*$1,200.10*	
R 101-41000-32216 Demolition	0.00	$50.00	*$50.00*	
R 101-41000-32217 Septic	0.00	$0.00	*$0.00*	
R 101-41000-32260 Driveway Permit	200.00	$270.00	*$70.00*	
R 101-41000-32261 Right of Way Permit	1,500.00	$5,690.00	*$4,190.00*	
R 101-41000-32262 Mining Permit	45,000.00	$53,114.84	*$8,114.84*	*More gravel removed than anticipated*
R 101-41000-32263 Grading Permit	750.00	$780.00	*$30.00*	
R 101-41000-32265 Other Permits	$350.00	$340.00	*-$10.00*	
R 101-41000-33100 Federal Grants and Aids	$0.00	$0.00	*$0.00*	
R 101-41000-33400 State Grants and Aids	$85,407.00	$78,932.56	*-$6,474.44*	
R 101-41000-33426 Argicultural Market Value Cred	$5,000.00	$6,381.58	*$1,381.58*	
R 101-41000-33428 State-Payments in Lieu of Tax	$5,000.00	$8,347.92	*$3,347.92*	
R 101-41000-33429 State PERA Aid	$0.00	$0.00	*$0.00*	
R 101-41000-33600 Grants and Aids From Local Gov	$0.00	$0.00	*$0.00*	
R 101-41000-33640 Other Grant	$1,000.00	$215.00	*-$785.00*	
R 101-41000-34000 Charges for Services	$0.00	$66,428.74	*$66,428.74*	*Deer Creek Observation Fee*
R 101-41000-34103 Zoning and Subdivision Fees	$75,000.00	$117,473.75	*$42,473.75*	*More zoning activity*
R 101-41000-34107 Assessment Searches	$0.00	$0.00	*$0.00*	

	AMOUNT	ACTUAL	VARIANCE	
R 101-41000-34108 Admin. Charges to Other Funds	$0.00	$0.00	*$0.00*	
R 101-41000-34109 Franchise Fees	$7,500.00	$12,157.83	*$4,657.83*	
R 101-41000-34110 Developer Fees	$2,000.00	$22,484.32	*$20,484.32*	
R 101-41000-34111 Bldg. Inspection / Plan Review	$50,000.00	$29,497.52	*-$20,502.48*	*Less Bldg. Permit activity*
R 101-41000-34200 Public Safety	$0.00	$0.00	*$0.00*	
R 101-41000-34202 Special Fire Protection Servic	$0.00	$0.00	*$0.00*	
R 101-41000-34950 State Surcharge (Bldg. Permits	$2,500.00	$3,161.08	*$661.08*	
R 101-41000-35101 Court Fines	$15,500.00	$23,541.38	*$8,041.38*	*More fines than previous*
R 101-41000-35102 Parking Fines	$0.00	$0.00	*$0.00*	
R 101-41000-35104 Other Fines	$0.00	$0.00	*$0.00*	
R 101-41000-35105 Administrative Penalties	$0.00	$0.00	*$0.00*	
R 101-41000-35200 Forfeits	$0.00	$0.00	*$0.00*	
R 101-41000-36100 Special Assessments	$0.00	$0.00	*$0.00*	
R 101-41000-36101 Principal	$0.00	$0.00	*$0.00*	
R 101-41000-36102 Penalties and Interest	$0.00	$0.00	*$0.00*	
R 101-41000-36200 Miscellaneous Revenues	$0.00	$513.80	*$513.80*	
R 101-41000-36210 Interest Earnings	$85,000.00	$232,957.47	*$147,957.47*	*Better return on invstments*
R 101-41000-36220 Rents and Royalties	$19,500.00	$22,818.42	*$3,318.42*	
R 101-41000-36230 Contributions and Donations (P	$0.00	$0.00	*$0.00*	
	$1,530,158.00	**$1,773,607.55**	***$243,449.55***	
PARK & RECREATION REVENUE				
R 101-45000-34740 Park and Recreation Concession	$0.00	$25.00	*$25.00*	
R 101-45000-34780 Park & Trail Fees	$0.00	$44,048.00	*$44,048.00*	*Deer Creek DA*
R 101-45000-34790 Program Fees	$2,300.00	$2,415.00	*$115.00*	
R 101-45000-36220 Rents and Royalties	$13,000.00	$17,070.50	*$4,070.50*	
R 101-45000-36230 Contributions and Donations (P	$3,500.00	$7,250.00	*$3,750.00*	
	$18,800.00	**$70,808.50**	***$52,008.50***	
ROAD & BRIDGE REVENUE				
R 201-43000-31701 Gravel Tax	$130,000.00	$155,369.73	*$25,369.73*	*More gravel removed than anticipated*
R 201-43000-33100 Federal Grants and Aids	$0.00	$0.00	*$0.00*	
R 201-43000-33400 State Grants and Aids	$0.00	$0.00	*$0.00*	

	AMOUNT	ACTUAL	VARIANCE	
R 201-43000-33610 County Grants and Aids for Hig	$0.00	$0.00	*$0.00*	
R 201-43000-34000 Charges for Services	$0.00	$0.00	*$0.00*	
R 201-43000-34301 Street, Sidewalk and Curb Repa	$0.00	$0.00	*$0.00*	
R 201-43000-34303 Transportation Fee	$0.00	$0.00	*$0.00*	
R 201-43000-34304 Public Lighting	$20,100.00	$19,469.50	*-$630.50*	
R 201-43000-34305 Storm Water Management	$18,500.00	$18,177.31	*-$322.69*	
R 201-43000-34306 Storm Wtr/ Street Lgt Penalty	$0.00	$788.93	*$788.93*	
R 201-43000-36200 Miscellaneous Revenues	$0.00	$39,271.20	*$39,271.20*	*Sale of 2007 Sterling Truck*
	$168,600.00	**$233,076.67**	***$64,476.67***	
DEBT SERVICE FUND REVENUE				
R 301-47100-31010 Ad Valorem Property Tax Revenu	$343,140.00	$316,434.02	*-$26,705.98*	
R 301-47100-36210 Interest Earnings	$0.00	$0.00	*$0.00*	
	$343,140.00	**$316,434.02**	***-$26,705.98***	
CAPITAL IMPROVEMENT FUND				
R 450-41000-31010 Ad Valorem Property Tax Revenu	$270,000.00	$248,721.56	*-$21,278.44*	
Sale of Investments	$0.00	$0.00	*$0.00*	
	$270,000.00	**$248,721.56**	***-$21,278.44***	
TOTAL GENERAL FUND REVENUE	**$2,330,698.00**	**$2,642,648.30**	***$311,950.30***	
WATER FUND REVENUE				
R 600-49400-31300 Sales & Use Tax	$0.00	$483.86	*$483.86*	
R 600-49400-36210 Interest Earnings	$0.00	$0.00	*$0.00*	
R 600-49400-37110 Rate Class I	$333,700.00	$329,271.83	*-$4,428.17*	
R 600-49400-37150 Connection/Reconnection Fees	$35,000.00	$9,150.00	*-$25,850.00*	*Less new home permits than anticpated*
R 600-49400-37160 Penalties and Forfeited Discou	$5,000.00	$5,328.56	*$328.56*	
R 600-49400-37170 New Water Meter Charge	$2,800.00	$1,395.00	*-$1,405.00*	
	$376,500.00	**$345,629.25**	***-$30,870.75***	
SEWER FUND REVENUE				
R 600-49450-37210 Rate Class 1	$177,500.00	$181,496.77	*$3,996.77*	

	AMOUNT	ACTUAL	VARIANCE	
R 600-49450-37250 Connection/Reconnection Fees	$2,500.00	$8,255.00	*$5,755.00*	
R 600-49450-37260 Penalties and Forfeited Discou	$5,000.00	$3,443.08	*-$1,556.92*	
R 600-49450-37270 Sewer Inspection Fee	$0.00	$0.00	*$0.00*	
R 600-49450-37290 SAC Charges	$500.00	$7,455.00	*$6,955.00*	
	$185,500.00	**$200,649.85**	***$15,149.85***	
TOTAL ENTERPRISE FUND REVENUE	**$562,000.00**	**$546,279.10**	***-$15,720.90***	
TOTAL ENTERPRISE & GENERAL FUND	**$2,892,698.00**	**$3,188,927.40**	***$296,229.40***	
12/31/2025				
GENERAL EXPENDITURE				
E 101-41000-106 City Council / Committee Wages	$16,500.00	$14,025.00	*$2,475.00*	
E 101-41000-121 PERA Contributions	$950.00	$701.25	*$248.75*	
E 101-41000-122 FICA Contributions	$1,100.00	$1,073.06	*$26.94*	
E 101-41000-211 Cleaning Supplies	$750.00	$419.08	*$330.92*	
E 101-41000-215 Shop Materials	$7,000.00	$7,345.29	*-$345.29*	
E 101-41000-221 Equipment Parts	$4,500.00	$597.50	*$3,902.50*	
E 101-41000-223 Building Repair Supplies	$45,000.00	$36,885.49	*$8,114.51*	
E 101-41000-300 Professional Services	$95,000.00	$92,408.97	*$2,591.03*	
E 101-41000-303 Engineering Fees	$65,000.00	$103,056.17	*-$38,056.17*	*Deer Creek Site Observation*
E 101-41000-307 Management Fees	$650.00	$683.00	*-$33.00*	
E 101-41000-310 Planner Fees	$508,000.00	$535,183.83	*-$27,183.83*	*More Zoning Activity*
E 101-41000-312 Fire Contract	$292,739.14	$324,719.33	*-$31,980.19*	*Actual calculation higher than initially anticipated*
E 101-41000-313 Ambulance Contract	$500.00	$500.00	*$0.00*	
E 101-41000-321 Telephone	$4,500.00	$3,553.17	*$946.83*	
E 101-41000-351 Legal Notices Publishing	$3,000.00	$2,629.05	*$370.95*	
E 101-41000-362 Property Insurance	$13,300.00	$13,023.00	*$277.00*	
E 101-41000-381 Electric Utilities	$7,500.00	$6,902.11	*$597.89*	
E 101-41000-383 Gas Utilities	$7,000.00	$5,033.23	*$1,966.77*	
E 101-41000-437 Other (State Surcharge)	$2,500.00	$5,206.56	*-$2,706.56*	

	AMOUNT	ACTUAL	VARIANCE	
E 101-41000-490 Donations to Civic Organizatio	$1,000.00	$0.00	*$1,000.00*	
E 101-41330-106 Committee Wages	$9,000.00	$8,170.00	*$830.00*	
E 101-41410-104 Wages-temp	$0.00	$0.00	*$0.00*	
E 101-41410-203 Forms and Paper	$500.00	$0.00	*$500.00*	
E 101-41410-208 Other Supplies	$500.00	$0.00	*$500.00*	
E 101-41410-203 Professional Services	$1,124.00	$1,787.60	*-$663.60*	
E 101-41410-331 Travel Expense	$0.00	$0.00	*$0.00*	
E 101-41410-351 Legal Notices Publishing	$0.00	$0.00	*$0.00*	
E 101-41510-101 Full-time Wages	$160,000.00	$163,364.26	*-$3,364.26*	
E 101-41510-121 PERA Contributions	$12,000.00	$11,945.53	*$54.47*	
E 101-41510-122 FICA Contributions	$12,000.00	$12,055.84	*-$55.84*	
E 101-41510-131 Health	$23,000.00	$22,792.16	*$207.84*	
E 101-41510-132 Dental	$1,000.00	$925.76	*$74.24*	
E 101-41510-133 Life	$2,200.00	$2,132.55	*$67.45*	
E 101-41510-151 Workers Comp Insurance	$3,500.00	$2,561.25	*$938.75*	
E 101-41510-201 Accessories	$2,000.00	$1,503.37	*$496.63*	
E 101-41510-203 Forms and Paper	$900.00	$1,463.59	*-$563.59*	
E 101-41510-208 Other Supplies	$500.00	$303.70	*$196.30*	
E 101-41510-308 Instructors' Fees	$500.00	$0.00	*$500.00*	
E 101-41510-309 EDP, Software and Design	$14,000.00	$13,582.20	*$417.80*	
E 101-41510-322 Postage	$2,500.00	$2,408.48	*$91.52*	
E 101-41510-331 Travel Expense	$800.00	$617.95	*$182.05*	
E 101-41510-433 Dues and Subscriptions	$13,300.00	$16,468.40	*-$3,168.40*	
E 101-41510-570 Office Equipment and Furnishin	$4,000.00	$2,478.94	*$1,521.06*	
E 101-41530-301 Auditing and Accounting Servic	$19,000.00	$19,400.00	*-$400.00*	
E 101-41610-304 Legal Fees	$18,000.00	$49,400.61	*-$31,400.61*	*More consultation items*
E 101-42000-317 Law Enforcement Contract	$139,444.00	$137,601.50	*$1,842.50*	
E 101-43000-384 Refuse Disposal	$1,500.00	$819.91	*$680.09*	
	$1,517,757.14	**$1,625,728.69**	***-$107,971.55***	

PARK & RECREATION EXPENDITURE

E 101-45000-101 Full-time Wages	$72,000.00	$62,625.56	*$9,374.44*	

	AMOUNT	ACTUAL	VARIANCE
E 101-45000-121 PERA Contributions	$5,500.00	$4,596.96	*$903.04*
E 101-45000-122 FICA Contributions	$5,500.00	$4,522.62	*$977.38*
E 101-45000-131 Health	$15,000.00	$10,813.24	*$4,186.76*
E 101-45000-132 Dental	$1,000.00	$796.35	*$203.65*
E 101-45000-133 Life	$1,500.00	$924.32	*$575.68*
E 101-45000-151 Workers Comp Insurance	$3,500.00	$2,568.25	*$931.75*
E 101-45000-208 Other Supplies	$13,000.00	$12,415.42	*$584.58*
E 101-45000-221 Equipment Parts	$5,000.00	$4,154.29	*$845.71*
E 101-45000-225 Landscaping Materials	$13,000.00	$9,835.67	*$3,164.33*
E 101-45000-362 Property Insurance	$5,300.00	$4,041.00	*$1,259.00*
E 101-45000-381 Electric Utilities	$4,000.00	$5,401.86	*-$1,401.86*
E 101-45000-384 Refuse Disposal	$3,000.00	$4,394.46	*-$1,394.46*
E 101-45000-392 Program Expenses	$13,000.00	$12,996.74	*$3.26*
E 101-45000-403 Improvements Other Than Buildi	$6,000.00	$8,167.92	*-$2,167.92*
E 101-45000-404 Equipment Repairs	$4,000.00	$5,288.31	*-$1,288.31*
E 101-45000-415 Rental - Other	$4,500.00	$3,595.70	*$904.30*
E 101-45000-580 Other Equipment	$1,500.00	$253.85	*$1,246.15*
	$176,300.00	**$157,392.52**	***$18,907.48***
OTHER			
E 101-49200-141 Insurance Premiums (Work Comp)	$0.00	$0.00	*$0.00*
	$0.00	**$0.00**	***$0.00***
ROAD & BRIDGE EXPENDITURE			
E 201-43000-101 Full-time Wages	$72,000.00	$74,607.26	*-$2,607.26*
E 201-43000-121 PERA Contributions	$5,000.00	$5,584.30	*-$584.30*
E 201-43000-122 FICA Contributions	$5,000.00	$5,775.60	*-$775.60*
E 201-43000-131 Health	$15,000.00	$10,813.24	*$4,186.76*
E 201-43000-132 Dental	$1,000.00	$796.37	*$203.63*
E 201-43000-133 Life	$1,500.00	$870.83	*$629.17*
E 201-43000-151 Workers Comp Insurance	$4,000.00	$2,568.25	*$1,431.75*
E 201-43000-212 Motor Fuels	$20,000.00	$18,000.81	*$1,999.19*

	AMOUNT	ACTUAL	VARIANCE	
E 201-43000-221 Equipment Parts	$6,500.00	$5,462.23	*$1,037.77*	
E 201-43000-224 Street Maintenance Materials	$95,000.00	$100,782.56	*-$5,782.56*	*Added more gravel*
E 201-43000-303 Engineering Fees	$40,000.00	$51,755.00	*-$11,755.00*	*Deer Creek*
E 201-43000-308 Instructors' Fees	$1,000.00	$0.00	*$1,000.00*	
E 201-43000-321 Telephone	$500.00	$458.70	*$41.30*	
E 201-43000-362 Property Insurance	$1,500.00	$987.75	*$512.25*	
E 201-43000-381 Electric Utilities	$22,000.00	$23,394.76	*-$1,394.76*	
E 201-43000-384 Refuse Disposal	$0.00	$150.00	*-$150.00*	
E 201-43000-402 Repair & Maintenance	$105,000.00	$58,658.77	*$46,341.23*	*Did not do chip sealing/less crack sealing*
E 201-43000-404 Equipment Repairs	$9,000.00	$1,893.81	*$7,106.19*	
E 201-43000-417 Uniforms	$1,500.00	$900.82	*$599.18*	
E 201-43000-433 Dues and Subscriptions	$7,000.00	$7,879.65	*-$879.65*	
E 201-43000-580 Other Equipment	$4,000.00	$5,767.15	*-$1,767.15*	
	$416,500.00	**$377,107.86**	***$39,392.14***	

DEBT SERVICE FUND EXPENDITURE

E 301-47100-601 Bond Principal	$275,000.00	$275,000.00	*$0.00*	
E 301-47100-611 Bond Interest	$47,300.00	$47,300.00	*$0.00*	
E 301-47100-620 Fiscal Agents Fees	$1,000.00	$1,045.00	*-$45.00*	
	$323,300.00	**$323,345.00**	***-$45.00***	

CAPITAL OUTLAY EXPENDITURE

E 450-43000-402 Repair & Maintenance	$0.00	$399,277.39	*-$399,277.39*	*Carryover from 2024 Stret project*
E 450-43000-416 Machinery	$0.00	$0.00	*$0.00*	
E 450-43000-540 Heavy Machinery	$0.00	$0.00	*$0.00*	
E 450-45000-403 Improvements Other Than Buildings	$100,000.00	$93,349.35	*$6,650.65*	
E 450-45000-416 Machinery	$15,634.00	$16,213.05	*-$579.05*	
E 450-45000-580 Other Equipment	$50,000.00	$13,700.00	*$36,300.00*	*Kept Chevy Silverado*
Purchase of Investments	$11,300.00	$0.00	*$11,300.00*	
	$176,934.00	**$522,539.79**	***-$345,605.79***	

	AMOUNT	ACTUAL	VARIANCE	
TOTAL GENERAL FUND EXPENDITURE	**$2,610,791.14**	**$3,006,113.86**	***-$395,322.72***	
WATER FUND EXPENDITURE				
E 600-49400-101 Full-time Wages	$81,000.00	$94,650.82	*-$13,650.82*	
E 600-49400-121 PERA Contributions	$7,300.00	$7,098.84	*$201.16*	
E 600-49400-122 FICA Contributions	$7,300.00	$6,593.98	*$706.02*	
E 600-49400-131 Health	$15,000.00	$10,813.30	*$4,186.70*	
E 600-49400-132 Dental	$700.00	$796.39	*-$96.39*	
E 600-49400-133 Life	$1,000.00	$926.47	*$73.53*	
E 600-49400-151 Workers Comp Insurance	$3,500.00	$2,568.25	*$931.75*	
E 600-49400-203 Forms and Paper	$400.00	$0.00	*$400.00*	
E 600-49400-216 Chemical Products	$30,000.00	$16,894.54	*$13,105.46*	
E 600-49400-221 Equipment Parts	$16,000.00	$11,745.29	*$4,254.71*	
E 600-49400-240 Small Tools & Minor	$4,000.00	$2,055.98	*$1,944.02*	
E 600-49400-300 Professional Services	$0.00	$2,323.25	*-$2,323.25*	
E 600-49400-303 Engineering Fees	$5,000.00	$49,823.00	*-$44,823.00*	*Water Tower Site*
E 600-49400-309 EDP, Software and Design	$2,000.00	$4,699.00	*-$2,699.00*	
E 600-49400-314 Water Testing	$1,500.00	$1,365.25	*$134.75*	
E 600-49400-315 Locates	$1,000.00	$820.85	*$179.15*	
E 600-49400-316 Licenes & Permits	$500.00	$50.00	*$450.00*	
E 600-49400-321 Telephone	$2,500.00	$1,127.54	*$1,372.46*	
E 600-49400-322 Postage	$3,100.00	$2,989.25	*$110.75*	
E 600-49400-362 Property Insurance	$2,400.00	$1,689.25	*$710.75*	
E 600-49400-381 Electric Utilities	$24,000.00	$27,785.25	*-$3,785.25*	
E 600-49400-383 Gas Utilities	$2,000.00	$1,186.98	*$813.02*	
E 600-49400-386 State Surcharge	$11,500.00	$9,627.76	*$1,872.24*	
E 600-49400-402 Repair & Maintenance	$135,000.00	$67,915.64	*$67,084.36*	*Did not do interconnect with Fgtn.*
E 600-49400-433 Dues and Subscriptions	$1,000.00	$3,141.40	*-$2,141.40*	
E 600-49400-438 (Other) State Tax	$0.00	$31.00	*-$31.00*	
E 600-49400-580 Other Equipment	$1,000.00	$682.59	*$317.41*	
	$358,700.00	**$329,401.87**	***$29,298.13***	

	AMOUNT	ACTUAL	VARIANCE	
SEWER FUND EXPENDITURE				
E 600-49450-303 Engineering Fees	$0.00	$4,035.00	*-$4,035.00*	
E 600-49450-308 Instructors' Fees	$500.00	$23.00	*$477.00*	
E 600-49450-331 Travel Expense	$0.00	$166.92	*-$166.92*	
E 600-49450-362 Property Insurance	$100.00	$17.00	*$83.00*	
E 600-49450-381 Electric Utilities	$400.00	$383.43	*$16.57*	
E 600-49450-385 Sewer Service	$203,435.00	$205,386.24	*-$1,951.24*	
E 600-49450-402 Repair & Maintenance	$56,300.00	$7,008.00	*$49,292.00*	*Did not do lift station pannel*
E 600-49450-420 Depreciation Expense	$0.00	$0.00	*$0.00*	
	$260,735.00	**$217,019.59**	***$43,715.41***	
TOTAL ENTERPRISE FUND EXPENDITURE	**$619,435.00**	**$546,421.46**	***$73,013.54***	
TOTAL ENTERPRISE & GENERAL FUND EXP.	**$3,230,226.14**	**$3,552,535.32**	***($322,309.18)***	

TOTAL ENTERPRISE FUND REVENUE	**$546,279.10**	
TOTAL ENTERPRISE FUND EXPENDITURE	**$546,421.46**	
BALANCE TO INVEST ENTERPRISE FUND	($142.36)	

TOTAL GENERAL REVENUE	**$2,642,648.30**	
TOTAL GENERAL EXPENDITURE	**$3,006,113.86**	
BALANCE TO INVEST GENERAL FUND	($363,465.56)	
Less Amount Invested in Budget	$0.00	Investments Purchased
	($363,465.56)	
Total Balance to Invest	**$0.00**	

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Bill List - As of 12/31/2025

Attachment(s): *Bill List December.pdf*
December Claim RegisterÂ©.pdf
December Claim Register 2Â©.pdf

City of Empire

Claims List for Approval (December 9 - December 31, 2025)

Invoices Paid Previous to Claims List Batch

15-Dec-25	EFT	United States Treasury	Federal Withholding	3,864.33
15-Dec-25	EFT	Minnesota Dept. of Revenue	State Withholding	715.02
15-Dec-25	EFT	PERA	Retirement	2,223.85
18-Dec-25	28456	Carquest Auto Parts	Street Equip. Parts	134.11
26-Dec-25	EFT	Minnesota Dept. of Revenue	State Withholding	20.00
29-Dec-25	EFT	United States Treasury	Federal Withholding	124.06
29-Dec-25	EFT	PERA	Retirement	68.00
30-Dec-25	EFT	United States Treasury	Federal Withholding	6,328.46
30-Dec-25	EFT	Minnesota Dept. of Revenue	State Withholding	1,168.57
30-Dec-25	EFT	PERA	Retirement	2,657.83
		SEE ATTACHED CLAIMS REGISTER REPORT		**52,247.58**

Subtotal	69,551.81
Payroll	27,276.64
Total	**96,828.45**

CITY OF EMPIRE

*Claim Register©

123025PAY

DECEMBER 2025

Claim Type

Claim# 5943 *CIT* Ck# 028463 12/30/2025

Cash Payment	E 101-41410-300 Professional Services	January 2026 Service Contract	$153.60
Invoice 506612			
Cash Payment	E 101-41000-300 Professional Services	Microsoft 365	$214.20
Invoice 506796			
Cash Payment	E 101-41000-300 Professional Services	Service Call	$109.67
Invoice 507366			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $477.47

Claim# 5944 *Farmington Amcon* Ck# 028471 12/30/2025

Cash Payment	E 101-45000-221 Equipment Parts	Mower and Skid Tires	$783.77
Invoice			
Cash Payment	E 201-43000-221 Equipment Parts	Mower and Skid Tires	$783.77
Invoice			
Cash Payment	E 201-43000-404 Equipment Repairs	Silverado Repair	$1,880.82
Invoice 212731			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $3,448.36

Claim# 5945 *Fahey, Kacie* Ck# 028470 12/30/2025

Cash Payment	E 101-41330-106 City Council/Committee W	Q4 2025 Meetings	$240.00
Invoice			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $240.00

Claim# 5946 *Borchardt, Tanya* Ck# 028460 12/30/2025

Cash Payment	E 101-41330-106 City Council/Committee W	Q4 2025 Meetings	$200.00
Invoice			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $200.00

Claim# 5947 *BOWER, NICOLE* Ck# 028461 12/30/2025

Cash Payment	E 101-41330-106 City Council/Committee W	Q4 2025 Meetings	$240.00
Invoice			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $240.00

Claim# 5948 *Lindgren, Josh* Ck# 028476 12/30/2025

Cash Payment	E 101-41330-106 City Council/Committee W	Q4 2025 Meetings	$160.00
Invoice			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $160.00

Claim# 5949 *Morales, Abraham* Ck# 028480 12/30/2025

Cash Payment	E 101-41330-106 City Council/Committee W	Q4 2025 Meetings	$80.00
Invoice			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $80.00

Claim# 5950 *Klemmenson, Lisa* Ck# 028474 12/30/2025

Cash Payment	E 101-41330-106 City Council/Committee W	Q4 2025 Meetings	$240.00
Invoice			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $240.00

Claim# 5951 *MN Municipal Utilities Asso.* Ck# 028479 12/30/2025

Cash Payment	E 600-49400-433 Dues and Subscriptions	2026 Associate Membership Dues	$570.00
Invoice 67993			

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $570.00

Claim# 5952 *RENT N SAVE* Ck# 028481 12/30/2025

CITY OF EMPIRE

*Claim Register©

123025PAY

DECEMBER 2025

Cash Payment	E 101-45000-415 Rental - Other		November Portable Restrooms			$413.46
Invoice 86017						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$413.46
Claim#	5953 *Uline*		Ck# 028485 12/30/2025			
Cash Payment	E 101-45000-208 Other Supplies		Picnic Table			$2,480.34
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$2,480.34
Claim#	5955 *Sachs, Jared*		Ck# 028482 12/30/2025			
Cash Payment	E 101-41330-106 City Council/Committee W		Q4 2025 Meetings			$300.00
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$300.00
Claim#	5956 *Clark, Doug*		Ck# 028464 12/30/2025			
Cash Payment	E 101-41330-106 City Council/Committee W		Q4 2025 Meetings			$280.00
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$280.00
Claim#	5957 *Stulz, Julie*		Ck# 028484 12/30/2025			
Cash Payment	E 101-41330-106 City Council/Committee W		Q4 2025 Meetings			$240.00
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$240.00
Claim#	5958 *Maunu, Gina*		Ck# 028478 12/30/2025			
Cash Payment	E 101-41330-106 City Council/Committee W		Q4 2025 Meetings			$280.00
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$280.00
Claim#	5959 *Haas, Elizabeth*		Ck# 028472 12/30/2025			
Cash Payment	E 101-41330-106 City Council/Committee W		Q4 2025 Meetings			$240.00
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$240.00
Claim#	5960 *Xcel Energy*		Ck# 028488 12/30/2025			
Cash Payment	E 101-41000-381 Electric Utilities		51-6291687-0 Town Hall			$0.00
Invoice						
Cash Payment	E 101-41000-381 Electric Utilities		51-9344076-7 Maint. Bldg.			$322.27
Invoice						
Cash Payment	E 101-45000-381 Electric Utilities		51-0203701-8 Ballfield			$168.67
Invoice						
Cash Payment	E 201-43000-381 Electric Utilities		51-6005472-6 Street Lgt.			$0.00
Invoice						
Cash Payment	E 201-43000-381 Electric Utilities		51-8372975-3 Street Lgt.			$10.20
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-7928991-1 Well			$317.87
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-5015068-6 Well			$48.28
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			$27.60
Invoice						

CITY OF EMPIRE

*Claim Register©

123025PAY

DECEMBER 2025

Cash Payment	E 201-43000-381 Electric Utilities		51-001330188-0 170th St. Roundabout			$98.57
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$993.46
Claim#	5964 *Endres, Greg*		Ck# 028469	12/30/2025		
Cash Payment	E 101-41000-223 Building Repair Supplies		Reimbursement for River Valley Coop. Purchase			$100.00
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$100.00
Claim#	5965 *Delta Dental of Minnesota*		Ck# 028467	12/30/2025		
Cash Payment	E 101-41510-132 Dental		Admin Dental			$81.32
Invoice						
Cash Payment	E 101-45000-132 Dental		Parks Dental			$74.23
Invoice						
Cash Payment	E 201-43000-132 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			$96.20
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$400.22
Claim#	5966 *Hawkins Water Treatment*		Ck# 028473	12/30/2025		
Cash Payment	E 600-49400-216 Chemical Products		Chlorine Cylinder			$40.00
Invoice	7238765					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$40.00
Claim#	5967 *USAble Life*		Ck# 028486	12/30/2025		
Cash Payment	E 101-41510-133 Life		Life & Disability Ins.			$137.26
Invoice						
Cash Payment	E 101-45000-133 Life					$68.64
Invoice						
Cash Payment	E 201-43000-133 Life					$68.63
Invoice						
Cash Payment	E 600-49400-133 Life					$68.64
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$343.17
Claim#	5968 *Master Electric Co., Inc.*		Ck# 028477	12/30/2025		
Cash Payment	E 450-45000-403 Improvements Other Than		Electrical for Cameras/Key Entry			$3,093.89
Invoice	SD59492					
Cash Payment	E 600-49400-402 Repair & Maintenance		Pumphouse Heater Repair			$732.89
Invoice	SD59493					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$3,826.78
Claim#	5969 *KLM Engineering, Inc.*		Ck# 028475	12/30/2025		
Cash Payment	E 600-49400-402 Repair & Maintenance		Water Tower Evaluation			$3,500.00
Invoice	11231					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$3,500.00
Claim#	5970 *Sensus*		Ck# 028483	12/30/2025		
Cash Payment	E 600-49400-309 EDP, Software and Design		Auto Read Annual Subscription			$4,699.00
Invoice	ZA82501408					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$4,699.00

CITY OF EMPIRE

*Claim Register©

123025PAY

DECEMBER 2025

Claim#	5971 *Dakota County HRA*		Ck# 028466	12/30/2025		
Cash Payment	R 600-49400-37110 Rate Class I		W/S Overpayment 3370 201st St. W			$82.78
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$82.78
Claim#	5973 *CCP NI Master Tenant 4, LLC*		Ck# 028462	12/30/2025		
Cash Payment	E 101-41000-381 Electric Utilities		Buildings Electric			$439.09
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		Water Electric			$1,193.98
Invoice						
Cash Payment	E 600-49450-381 Electric Utilities		Sewer Electric			$19.05
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$1,652.12
Claim#	5974 *Wex Bank*		Ck# 028487	12/30/2025		
Cash Payment	E 201-43000-212 Motor Fuels		Fuel Card			$635.53
Invoice	109479343					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$635.53
Claim#	5975 *ECM Publishers*		Ck# 028468	12/30/2025		
Cash Payment	E 101-41000-351 Legal Notices Publishing		Legal Publications			$94.05
Invoice	1078415					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$94.05
Claim#	5976 *Crown Rental*		Ck# 028465	12/30/2025		
Cash Payment	E 101-45000-392 Program Expenses		Beverage Carrier Rental (Tree Lighting)			$36.30
Invoice	437527-2					
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$36.30
Claim#	5977 *ELAN FINANCIAL SERVICES*		Ck# 000836E	12/29/2025		
Cash Payment	E 101-41510-133 Life		Life Ins.			$27.53
Invoice						
Cash Payment	E 101-45000-133 Life					$3.48
Invoice						
Cash Payment	E 201-43000-133 Life					$3.49
Invoice						
Cash Payment	E 600-49400-133 Life					$3.49
Invoice						
Cash Payment	E 101-41410-203 Forms and Paper		Paper			$178.92
Invoice						
Cash Payment	E 101-45000-392 Program Expenses		Tree Lighting/Holidy Party			$141.11
Invoice						
Cash Payment	E 101-41510-201 Accessories		Accessories/ Council Uniform			$613.82
Invoice						
Cash Payment	E 201-43000-212 Motor Fuels		Fuel			$535.33
Invoice						
Cash Payment	E 101-41510-322 Postage		Postage			$971.05
Invoice						
Cash Payment	E 600-49400-433 Dues and Subscriptions		Well House Cellular			$299.40
Invoice						
Transaction Date	12/30/2025	Due 0	Checking	10100	**Total**	$2,777.62
Claim#	5978 *Bolton & Menk*		Ck# 028459	12/30/2025		

CITY OF EMPIRE

*Claim Register©

123025PAY

DECEMBER 2025

Cash Payment Invoice	E 101-41000-310 Planner Fees	AUAR	$10,954.00
Cash Payment Invoice	E 101-41000-303 Engineering Fees	Engineering-General	$2,708.00
Cash Payment Invoice	E 201-43000-303 Engineering Fees	Engineering-Streets & Stormwater	$1,325.00
Cash Payment Invoice	E 600-49400-303 Engineering Fees	Water Tower Site- Easements	$2,340.00

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $17,327.00

Claim Type **Total** **$46,397.66**

Pre-Written Checks	$46,397.66
Checks to be Generated by the Compute	$0.00
Total	$46,397.66

CITY OF EMPIRE

*Claim Register©

123025PAY-2

DECEMBER 2025

Claim Type

Claim# 5983 *CATALIS LLC* Ck# 028489 12/30/2025

Cash Payment E 101-41510-433 Dues and Subscriptions 2026 Website Hosting $5,229.20

Invoice 308365765

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $5,229.20

Claim# 5984 *Dakota County Finance* Ck# 028490 12/30/2025

Cash Payment E 201-43000-224 Street Maintenance Materi November 2025 Road Salt $620.72

Invoice

Transaction Date 12/30/2025 Due 0 Checking 10100 **Total** $620.72

Claim Type	**Total**	**$5,849.92**

Pre-Written Checks	$5,849.92
Checks to be Generated by the Compute	$0.00
Total	$5,849.92

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Bill List as of 1/13/2026

Attachment(s): *_Claim Register JanuaryÂ©.pdf*

CITY OF EMPIRE

*Claim Register©

011326PAY

JANUARY 2026

Claim Type

Claim# 5988 *RCM RENNOVATIONS* Ck# 028526 1/13/2026

Cash Payment R 600-49400-37110 Rate Class I W/S OVERAGES $21.34
Invoice

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $21.34

Claim# 5989 *Inspectron, Inc.* Ck# 028508 1/13/2026

Cash Payment E 101-41000-300 Professional Services December 2025 Inspections $10,392.80
Invoice 1721

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $10,392.80

Claim# 5990 *MN Dept. of Labor & Industry* Ck# 028519 1/13/2026

Cash Payment E 101-41000-437 Other (State Surcharge) 4th Quarter 2025 $1,507.20
Invoice

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $1,507.20

Claim# 5991 *Met Council* Ck# 028513 1/13/2026

Cash Payment R 600-49450-37290 SAC Charges 4 Quarter 2025 $7,380.45
Invoice

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $7,380.45

Claim# 5992 *Eby Courtney* Ck# 028500 1/13/2026

Cash Payment E 101-45000-392 Program Expenses November & December Classes $240.00
Invoice

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $240.00

Claim# 5993 *League of Minnesota Cities* Ck# 028510 1/13/2026

Cash Payment E 101-41510-433 Dues and Subscriptions 2026 Membership Dues $4,215.00
Invoice 442061

Cash Payment E 101-41510-433 Dues and Subscriptions 2026 Mayors Association $30.00
Invoice

Cash Payment E 101-43000-433 Dues and Subscriptions 2026 Stormwater Coalition $810.00
Invoice 440355

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $5,055.00

Claim# 5995 *Flyte HCM* Ck# 028504 1/13/2026

Cash Payment E 101-41000-307 Management Fees Flex Plan $27.75
Invoice 1520852

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $27.75

Claim# 5997 *McCracken, Dawn* Ck# 028512 1/13/2026

Cash Payment E 101-41410-331 Travel Expense November -December Mileage $171.09
Invoice

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $171.09

Claim# 5998 *ABDO* Ck# 028491 1/13/2026

Cash Payment E 101-41530-301 Auditing and Accounting S 2025 Audit $4,800.00
Invoice 516314

Cash Payment E 101-41000-300 Professional Services 2025 Comp & Class Study $2,400.00
Invoice 516406

Transaction Date 1/13/2026 Due 0 Checking 10100 **Total** $7,200.00

Claim# 5999 *Gopher State One Call* Ck# 028505 1/13/2026

Cash Payment E 600-49400-315 Locates December 2025 Locates $17.55
Invoice 5120953

CITY OF EMPIRE

*Claim Register©

011326PAY

JANUARY 2026

Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$17.55
Claim#	6000 *Endres, Greg*		Ck# 028502	1/13/2026		
Cash Payment	E 101-43000-417 Uniforms		2026 Boot Reimbursement			$150.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$150.00
Claim#	6001 *MN Municipal Utilities Asso.*		Ck# 028520	1/13/2026		
Cash Payment	E 101-41410-300 Professional Services		2026 Drug Screening Consortium			$100.00
Invoice	67547					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$100.00
Claim#	6002 *First National Bank of Omaha*		Ck# 028503	1/13/2026		
Cash Payment	E 301-47100-601 Bond Principal		2019 GO Bond Principal			$285,000.00
Invoice	EMPIRE 19A					
Cash Payment	E 301-47100-611 Bond Interest		2019 GO Bond Interest			$20,900.00
Invoice	EMPIRE 19A					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$305,900.00
Claim#	6003 *Xcel Energy*		Ck# 028530	1/13/2026		
Cash Payment	E 101-41000-381 Electric Utilities		51-6291687-0 Town Hall			$0.00
Invoice						
Cash Payment	E 101-41000-381 Electric Utilities		51-9344076-7 Maint. Bldg.			$0.00
Invoice						
Cash Payment	E 101-45000-381 Electric Utilities		51-0203701-8 Ballfield			$0.00
Invoice						
Cash Payment	E 101-43000-381 Electric Utilities		51-6005472-6 Street Lgt.			$1,674.54
Invoice						
Cash Payment	E 101-43000-381 Electric Utilities		51-8372975-3 Street Lgt.			$0.00
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-7928991-1 Well			$0.00
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-5015068-6 Well			$106.68
Invoice						
Cash Payment	E 600-49400-381 Electric Utilities		51-4664833-7 Tower			$0.00
Invoice						
Cash Payment	E 600-49450-381 Electric Utilities		51-6960047-5 Lift Station			$0.00
Invoice						
Cash Payment	E 101-43000-381 Electric Utilities		51-001330188-0 170th St. Roundabout			$0.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$1,781.22
Claim#	6004 *CHARTER COMMUNICATIONS*		Ck# 028496	1/13/2026		
Cash Payment	E 101-41000-321 Telephone		Phone / Internet Service			$242.31
Invoice	251761101010126					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$242.31
Claim#	6006 *AT & T*		Ck# 028492	1/13/2026		
Cash Payment	E 101-43000-321 Telephone		Maint. Cell Phone			$25.57
Invoice						
Cash Payment	E 600-49400-321 Telephone		Maint. Cell Phone			$25.58
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$51.15

CITY OF EMPIRE

*Claim Register©

011326PAY

JANUARY 2026

Claim#	6008 *Minnesota Occupational Health*		Ck# 028518	1/13/2026		
Cash Payment	E 101-41000-300 Professional Services		Pre-Employment - Paul La Croix			$255.00
Invoice	513051					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$255.00
Claim#	6012 *ECM Publishers*		Ck# 028501	1/13/2026		
Cash Payment	E 101-41000-351 Legal Notices Publishing		Legal Publications			$103.95
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$103.95
Claim#	6013 *System-Technology Services*		Ck# 028528	1/13/2026		
Cash Payment	E 101-41000-223 Building Repair Supplies		Boilder Repair & Inspection			$960.00
Invoice	251215N1					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$960.00
Claim#	6014 *H & L Mesabi*		Ck# 028506	1/13/2026		
Cash Payment	E 101-43000-221 Equipment Parts		Truck Parts			$1,050.00
Invoice	15811					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$1,050.00
Claim#	6017 *Pellici Hardware & Rental*		Ck# 028524	1/13/2026		
Cash Payment	E 101-41000-215 Shop Materials		Shop Supplies			$33.97
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$33.97
Claim#	6018 *Metro Cities*		Ck# 028515	1/13/2026		
Cash Payment	E 101-41510-433 Dues and Subscriptions		2026 Membership Dues			$1,520.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$1,520.00
Claim#	6019 *BlueCross BlueShield of MN*		Ck# 028493	1/13/2026		
Cash Payment	G 101-21025 Health Insurance		Health Ins. Withholding			$849.32
Invoice						
Cash Payment	E 101-43000-131 Health		Road Health Ins			$2,437.55
Invoice						
Cash Payment	E 600-49400-131 Health		Water Health Ins			$2,437.55
Invoice						
Cash Payment	E 101-41510-131 Health		Admin Health Ins			$2,132.08
Invoice						
Cash Payment	E 101-45000-131 Health		Parks Health Ins			$2,437.55
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$10,294.05
Claim#	6020 *Dakota County Finance*		Ck# 028498	1/13/2026		
Cash Payment	E 101-41410-580 Other Equipment		2025 Election Equipment Sharing			$115.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$115.00
Claim#	6021 *Castle Rock Bank*		Ck# 000840E	1/12/2026		
Cash Payment	E 101-41510-433 Dues and Subscriptions		Annual Safe Deposit Box Rent			$49.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$49.00
Claim#	6022 *Dakota Co.Property Tax & Rec.*		Ck# 028497	1/13/2026		

CITY OF EMPIRE

*Claim Register©

011326PAY

JANUARY 2026

Cash Payment	E 101-41000-300 Professional Services		2026 TNT Notices			$239.98
Invoice	TNT2026-12					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$239.98
Claim#	6023 *Highland Sanitation Inc.*		Ck# 028507 1/13/2026			
Cash Payment	E 101-43000-384 Refuse Disposal		City Hall Recycle			$11.77
Invoice	0001486151					
Cash Payment	E 101-45000-384 Refuse Disposal					$0.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$11.77
Claim#	6024 *Midwest Lock & Safe Inc.*		Ck# 028516 1/13/2026			
Cash Payment	E 101-41000-223 Building Repair Supplies		Troubleshoot for Key Card System			$590.61
Invoice	41093					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$590.61
Claim#	6025 *MVTL Laboratories, Inc.*		Ck# 028521 1/13/2026			
Cash Payment	E 600-49400-314 Water Testing		Water Testing			$29.00
Invoice	1340851					
Cash Payment	E 600-49400-314 Water Testing		Water Testing			$29.00
Invoice	1340945					
Cash Payment	E 600-49400-314 Water Testing		Water Testing			$54.00
Invoice	1340850					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$112.00
Claim#	6027 *Toshiba America Business Solutions*		Ck# 028529 1/13/2026			
Cash Payment	E 101-41510-570 Office Equipment and Furn		Copy Machine Billing			$34.82
Invoice	6733525					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$34.82
Claim#	6028 *Minnesota Energy Resources*		Ck# 028517 1/13/2026			
Cash Payment	E 101-41000-383 Gas Utilities		0504967034 City Hall			$215.64
Invoice						
Cash Payment	E 101-41000-383 Gas Utilities		0505361442 Maint. Gas			$933.60
Invoice						
Cash Payment	E 600-49400-383 Gas Utilities		0502990841 Water Gas			$245.54
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$1,394.78
Claim#	6029 *Met Council Environmental Srv*		Ck# 028514 1/13/2026			
Cash Payment	E 600-49450-385 Sewer Service		February 2026 Sewer Service			$18,904.45
Invoice	0001199348					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$18,904.45
Claim#	6031 *Northland Securities, Inc.*		Ck# 028523 1/13/2026			
Cash Payment	E 301-47100-620 Fiscal Agents Fees		2025 Continuing Discolsure Report			$550.00
Invoice	2042					
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$550.00
Claim#	6032 *Campbell Knutson*		Ck# 028495 1/13/2026			
Cash Payment	E 101-41610-304 Legal Fees		Prosecuting Attorney			$1,242.58
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$1,242.58
Claim#	6033 *RENT N SAVE*		Ck# 028527 1/13/2026			

CITY OF EMPIRE

*Claim Register©

011326PAY

JANUARY 2026

Cash Payment	E 101-45000-415 Rental - Other		December Portable Restrooms			$183.81
Invoice 86290						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$183.81
Claim#	6034 *Premium Waters, Inc.*		Ck# 028525 1/13/2026			
Cash Payment	E 101-41510-208 Other Supplies		Maint. / City Hall Water			$8.76
Invoice 877811-12-25						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$8.76
Claim#	6035 *Dakota County Sheriffs Office*		Ck# 028499 1/13/2026			
Cash Payment	E 101-42000-317 Law Enforcement Contract		Q4 2025 Deputy Contract			$34,861.00
Invoice 5001-2025-Q4						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$34,861.00
Claim#	6036 *Kennedy & Graven, Chartered*		Ck# 028509 1/13/2026			
Cash Payment	E 101-41610-304 Legal Fees		Legal Services			$4,056.50
Invoice 191442						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$4,056.50
Claim#	6037 *LINDSEY F. SCHUMANN LIVING TR*		Ck# 028511 1/13/2026			
Cash Payment	E 600-49400-411 Land		Water Tower Parcel Easement Purchase			$89,200.00
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$89,200.00
Claim#	6038 *Bolton & Menk Inc.*		Ck# 028494 1/13/2026			
Cash Payment	E 101-41000-310 Planner Fees		Planning Services			$14,933.50
Invoice						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$14,933.50
Claim#	6039 *Niebur Tractor & Equip., Inc.*		Ck# 028522 1/13/2026			
Cash Payment	E 450-45000-416 Machinery		Kubota Tractor Trade-In			$46,156.85
Invoice 01-216019						
Transaction Date	1/13/2026	Due 0	Checking	10100	**Total**	$46,156.85

Claim Type	**Total**	**$567,100.24**

Pre-Written Checks	$567,100.24
Checks to be Generated by the Compute	$0.00
Total	$567,100.24

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Cash Balance Report as of 1/13/2026

Attachment(s): Cash Account Balances 2026.pdf

CITY OF EMPIRE CASH BALANCES

1/1/2026

GENERAL FUND	
GENERAL CHECKING	$21,165.66
GENERAL SAVINGS	$1,699,470.40
TOTAL GENERAL	**$1,720,636.06**
ROAD & BRIDGE SAVINGS	**$255,704.50**
CERTIFICATES OF DEPOSIT (MATURITY)	
12 MONTH CD (1/24/26)	$1,723,388.67
12 MONTH CD 2 (1/24/26)	$1,723,388.67
12 MONTH CD 3 (1/24/26)	$1,723,388.67
24 MONTH CD (12/13/27)	$693,376.86
24 MONTH CD 2 (12/13/27)	$693,376.86
TOTAL CD	**$6,556,919.73**
TOTAL CHECKING & SAVINGS	**$8,533,260.29**
ESCROW CHECKING	$16,809.65
ESCROW SAVINGS	$10,108.17
TOTAL ESCROW	**$26,917.82**
FLEX CHECKING	**$1,562.71**
12 MONTH CD (SOLAR ESCROW 5	**$132,987.46**
TOTAL	**$8,694,728.28**

CITY OF EMPIRE CASH BALANCES

AS OF 1/13/2026

GENERAL FUND		Int. Rate
GENERAL CHECKING	$19,015.73	0.05%
GENERAL SAVINGS	$1,164,470.40	0.75%
TOTAL GENERAL	**$1,183,486.13**	
ROAD & BRIDGE SAVINGS	**$255,704.50**	0.50%
CERTIFICATES OF DEPOSIT		
12 MONTH CD	$1,723,388.67	4.10%
12 MONTH CD 2	$1,723,388.67	4.10%
12 MONTH CD 3	$1,723,388.67	4.10%
24 MONTH CD	$693,376.86	4.00%
24 MONTH CD 2	$693,376.86	4.00%
TOTAL CD	**$6,556,919.73**	
TOTAL CHECKING & SAVING	**$7,996,110.36**	
ESCROW CHECKING	$16,809.65	
ESCROW SAVINGS	$10,108.17	0.10%
TOTAL ESCROW	**$26,917.82**	
FLEX CHECKING	**$1,562.71**	0.05%
12 MONTH CD (SOLAR ESCR(	**$132,987.46**	4.10%
TOTAL	**$8,157,578.35**	

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Jerod Waltman, Maintenance
RE:	1. Update on Quarterly Radiochemical Monitoring - Well #3

While the averages for both radium and gross alpha remain below the required average, because one test was above the threshold for each now, quarterly testing is required for one year.

Attachment(s): *1190009-Ra-Qrt-06JAN2026.pdf*
Radium Testing Results.pdf

DEPARTMENT OF HEALTH

Protecting, Maintaining and Improving the Health of All Minnesotans

January 7, 2026

Empire City Council
c/o Clerk Administrator
Empire City Hall
3385 197th Street
Farmington, Minnesota 55024

Dear Council Members:

SUBJECT: Quarterly Results for Radiochemical Monitoring, Empire, Dakota County, PWSID 1190009

Enclosed are the results of the most recent radiochemical samples collected from your public water system in accordance with Minnesota Rules, Chapter 4720 and the Safe Drinking Water Act.

Quarterly monitoring for radiochemicals is being conducted on your water system to determine if your system exceeds the maximum contaminant level (MCL) for gross alpha and/or combined radium 226+228.

Samples will be collected for at least four quarters and the test results will be averaged. If, after four consecutive quarters of results, the annual average from an entry point exceeds the MCL for either of these contaminants, you will be required to notify the public that the MCL has been exceeded and to take corrective action. The following is a summary of the results:

Sampling Site: Well #3 Entry Point

Contaminant: **Combined Radium (-226 & -228)**
MCL: >5 pCi/L

Date Collected	Results	Units	Sample#	Annual Average
10/27/2025	5.10	pCi/L	25J2059-01	4.2
07/29/2025	4.90	pCi/L	25G2660-01	4.3
04/28/2025	3.20	pCi/L	25D3852-01	4.1
02/11/2025	3.50	pCi/L	25B0794-02	4.9

Contaminant: **Gross Alpha in Water**
MCL: >15 pCi/L

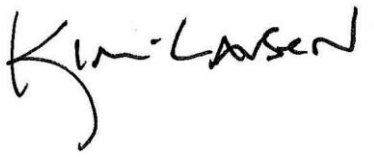
Date Collected	Results	Units	Sample#	Annual Average
10/27/2025	9.90	pCi/L	25J2059-01	13.2
07/29/2025	17.00	pCi/L	25G2660-01	13.5
04/28/2025	13.00	pCi/L	25D3852-01	12.3
02/11/2025	13.00	pCi/L	25B0794-02	9.0

All required radiochemical samples will be collected by your public water system and submitted to the Minnesota Department of Health (MDH) laboratory for analysis. Sample bottle(s) will be mailed to you with a labform and date that you are scheduled to collect your next sample(s). The results will be reported to you as soon as they become available. We will notify you if any action by your system is required.

Gross alpha and radium 226+228 are naturally occurring contaminants that are found in groundwater throughout central and southern Minnesota. Long-term elevated levels of exposure to these contaminants may result in an increased risk of cancer.

This report should be placed in your records and a copy maintained on or near the water system premises and available for public inspection for not less than ten (10) years. If you have any questions, please contact Allison Dodge at (651) 201-5278 or email allison.dodge@state.mn.us.

Sincerely,



Kim Larsen, P.E., Supervisor
Community Public Water Supply Unit
Environmental Health Division
4140 Thielman Lane, Suite 101
St. Cloud, Minnesota 56301

KAL:AD
Enclosure
cc: Water Superintendent
Allison Dodge, Compliance Officer
Andrew Karp, MDH St. Paul District Office

WELL #2

DATE	RESULT (MAX. 5 pCi/L)		
10/16/2023	5.30	**5.30**	
6/12/2024	2.70	**4.00**	
7/30/2024	3.10	**3.70**	
10/8/2024	2.50	**2.77**	
2/11/2025	3.70	**3.00**	
Average		**3.46**	
** MOVE TO ANNUAL*			

WELL #3

DATE	RESULT (MAX. 5 pCi/L)		
6/12/2024	5.5	**5.5**	INITIAL TEST - MOVE TO QUARTERLY
10/8/2024	5.6	**5.6**	
2/11/2025	3.5	**4.9**	
4/28/2025	3.2	**4.1**	
7/29/2025	4.9	**4.3**	
10/27/2025	5.1	**4.2**	RE-TEST TO QUARTERLY
		4.54	

Quarterly testing starts after the initial test that triggers the quarterly testing.
After quarterly testing is complete, if the well passes, it will not need to be tested again for 3 years.

GROSS ALPHA
WELL #3

DATE	RESULT (MAX 15 PcI/L)		
7/29/2025	17	**13.5**	MOVE TO QUARTERLY
10/27/2025	9.9	**13.2**	

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	1. December Statistics Reports

Attachment(s): *DC - CAD - Metrics - Event Count by Event Type - Empire.pdf*
DC - CAD - Metrics - Event Count by Event Type - Empire - Martin.pdf

Dakota County Sheriff's Office

Event Count by Event Type - Incidents in City of Empire

Start Date: 12/1/2025 12:00:00 AM **End Date:** 1/1/2026 12:00:00 AM

Problem	Count of Incidents
911 Hangup	7
Accident /Injuries	1
Accident/No injury	18
Alarm Burg/Holdup/Panic	5
Animal Calls	6
Assist Other Juris	6
Civil Assist	8
Community Policing	3
Crisis Mental Health	5
Detail Trfc/Tobacco,etc	9
Disturbance/Disorderly	1
DNR/Hunting/Off Road/Fishing	4
Drug Activity	1
Extra Patrol	14
Fire Related Call	4
Juvenile Complaint	1
Medical	2
Medical/Priority	2
Misc/Uncategorized	3
Motorist Assist	25
Ordinance Violation	9
Paper Service/Civil	1
Predatory Offender Registratio	3
Premise Check	500
Public Assist	3
Road and Driving Comp	10
Scam Attempt	1
Suspicious Activity	4
Threats/Stalking	1
Traffic Stop	177

Dakota County Sheriff's Office

Event Count by Event Type - Incidents in City of Empire

Start Date: 12/1/2025 12:00:00 AM **End Date:** 1/1/2026 12:00:00 AM

Void/Test Call	2
Total	***836***

Dakota County Sheriff's Office

Event Count by Event Type - Incidents in City of Empire - Martin, Hanah

Start Date: 12/1/2025 12:00:00 AM **End Date:** 1/1/2026 12:00:00 AM

Problem	Count of Incidents
911 Hangup	1
Accident/No injury	3
Alarm Burg/Holdup/Panic	1
Animal Calls	1
Civil Assist	1
Community Policing	3
Crisis Mental Health	2
DNR/Hunting/Off Road/Fishing	2
Drug Activity	1
Extra Patrol	5
Fire Related Call	1
Juvenile Complaint	1
Motorist Assist	2
Ordinance Violation	1
Predatory Offender Registratio	3
Premise Check	72
Road and Driving Comp	3
Suspicious Activity	1
Threats/Stalking	1
Traffic Stop	37
Total	***142***

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Brian Hilgardner, Consulting Engineer
RE:	1. Engineering Report / Request for Letter of Credit Reduction for Deer Creek - Phase 1

Attachment(s): 20260113 Empire CC Report.pdf

City Engineer's Staff Report
January 13, 2026 City Council Meeting

Date: January 13, 2026

To: Honorable Mayor & City Council Members

From: Brian Hilgardner, P.E., City Engineer

Updates:

1) Deer Creek Phase 1 Letter of Credit Reduction

The developer has requested an additional reduction to the Letter of Credit. We have received warranty bonds for all of the utility and site work with exception to the streets since the final bituminous wear course will be placed this spring. The remaining street work has an estimated construction cost of $85,000, so the letter of credit would retain 150% of this amount, or $127,500. The grading security of $69,210 has been in place for the entire site (multiple phases) and will remain in place until all site grading is completed. Engineering would recommend reducing the letter of credit security from the current balance of $302,626 to $196,710.

Request for Motion: *Authorize Letter of Credit Reduction for Deer Creek Phase 1 to $196,710.*

2) CONDAC

Empire will be hosting the monthly CONDAC event on January 23rd at the Maintenance Facility and will doing a presentation on Artificial Intelligence in the Engineering and Public Works realm, as well as an update to the group on the status of the NW Area AUAR.

Informational

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Jenni Faulkner, Consulting Planner
RE:	1. Retrofit Environmental Discussion

Attachment(s): 2025.01.13 CC Memo.pdf

MEMORANDUM

Date: January 13, 2026

To: City of Empire City Council

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

Re: Retrofit Environmental Discussion

Introduction

At the December 2, 2025, Planning Commission meeting, the Planning Commission heard a presentation by Nick Dryden and Wendy Fry with Retrofit Environmental, on their existing use in Little Canada and the potential to relocate their business in Empire, likely in the Limited Industrial District off of TH 52.

Retrofit Environmental initially requested the City provide a letter to provide to Dakota County that notes that their business is permitted in an Empire zoning district.

Analysis

Attached are a letter and Facility Audit Booklet, outlining the proposed use for the existing business. The proposed use consists of collecting, storing, and sending hazardous waste items such as batteries, fluorescent lamps, chemicals, and electronic waste. All activities take place inside the facility except for truck storage outside (the business currently has one 53-foot trailer and six 26-foot box trucks). The existing facility is approximately 10,000 square feet, but they hope to expand into a facility of up to 20,000 to 30,000 square feet.

The definitions in the ordinance that relate to the proposed use are as follows:

- **Uses, industrial** – All manufacturing, compounding, processing, packaging, treatment or assembly of products and materials, and the storage of equipment and materials.
- **Waste management facility** – An area or facility designed to store, treat, transfer, or dispose of solid or hazardous waste, excluding recycling facilities.
- **Solid waste trash transfer facility** – designated area, building, or structure that serves as an intermediate location for the collection, temporary storage, consolidation, and transfer of solid waste and recyclable materials.

The Light Industrial (LI) district has the following as permitted with a Conditional Use Permit (CUP):

- Production, assembly and processing facilities, **except** animal, solid waste, and **hazardous waste processing**.
- Solid waste trash transfer facilities.

An additional section of the Ordinance that the City should consider is **Section 6.07 Solid and Hazardous Waste**, which states "Waste generated on any premises shall be kept in containers designed for waste collection and stored in a structure or within an enclosed or screened area. The accumulation, storage, processing or disposal of waste, compost, or recyclable materials on any premises, which is not generated on that premises, is prohibited, except as specifically provided in this Ordinance".

Based on Staff's review of the proposed use and zoning ordinance, the following are options to permit the use within the LI district:

- Zoning Ordinance Amendment – to amend the LI district to permit "*Waste management facility*" with a Conditional or Interim Use Permit.
    - Should the Council want to allow the use, this would be Staff's recommendation to proceed (with an Interim Use Permit), as this allows the City to establish reasonable performance standards for the use within the district and regularly review the business for compliance with these standards.
- Zoning Ordinance Amendment – to amend the existing permitted CUP "*Production, assembly and processing facilities, except animal, solid waste, and hazardous waste processing*" to permit hazardous waste processing; or

Planning Commission Discussion

The Planning Commission continued the discussion and discussed again at their December 16, 2025, regular meeting. The Commission expressed support of amending the ordinance to permit the business, with the preference as an Interim Use Permit (IUP), and the applicant making the amendment request. The Commission stated that the use would align with existing uses in the northeast section of Empire. It was discussed whether Retrofit Environmental or the city should initiate the proposed change, and the Commission recommended that the requestor submit for the amendment.

Retrofit Environmental is exploring county licensing/permitting to operate the use in Empire. The Planning Commission was supportive of a letter from the City to Dakota County noting that, as it exists, the proposal would not be permitted in the Light Industrial District, but that the city would likely be supportive of the application should they apply for a Zoning Ordinance Amendment and locate an appropriate site. Retrofit Environmental is no longer seeking a letter, but may be interested in pursuing the code amendment.

City Council Discussion

The Zoning Ordinance does not currently allow the proposed use. The City Council should discuss the following:

- Does the Council support allowing this type of use? What are the benefits, costs, potential risks to changing the code to allow?

- If the location is within the Industrial District, should the ordinance be amended to allow this use in the Industrial District?
    - If so, should the city initiate the ordinance change or should the requestor make an application?
    - If so, does the Council prefer Permitted, Conditional, or Interim use? And are there any conditions the City Council would like the staff or applicant to look into should an application to amend the ordinance?
- Given the recent discussion on fire/public safety expenses, should this be discussed with those providers on impacts prior to providing direction or part of an application review?
- What additional information does the City need, if anything?

Attachments

Letter from Applicant
Facility Audit Booklet

Charles,

Thank you for providing these details. We are most akin to a distribution facility as the hazardous waste items are sealed at customer sites and never opened in the facility. They are stored on site before outbound shipment to a processing facility. We are also licensed as a universal waste handler which allows us to bring in electronics, batteries, fluorescent/LED lamps, and aerosols. These items are consolidated and shipped out for processing, so again, we are mostly a distribution facility.

I've attached a copy of our audit package that contains all our various licenses. If you believe you need more detail on any aspect of this, please don't hesitate to reach out.

Can you confirm that all the land currently zoned light industrial in the northeast corner of the township is owned by Nitti or are there still parcels available?

You mentioned during our conversation that the next planning commission meeting is scheduled for Tuesday December 2nd at 8PM. Wendy and I will discuss what you've provided so far and let you know well in advance if we plan to attend.

Nick Dryden • Director
Retrofit Environmental

Hi, Nick,

Thanks for touching base today regarding a potential site in Empire for your business.

As noted, I think this may possibly be a permitted use in the LI (Light Industrial District) as a CUP (Conditional Use Permit).
Section 5.09, items B and C talk about permitted uses and conditional uses (below).
The Planning Commission will likely want to know more about the types of products that you handle as the Ordinance allows processing facilities, except for animal, solid waste, and hazardous waste (Conditional Uses, item 2.), but it does allow Solid waste trash transfer facilities (Conditional Uses, item 8.).

The official Zoning Map is also attached for reference.

As noted, the next Planning Commission Meeting is on Tuesday, December 2nd at 8:00 PM. I send out the packets for them by noon the Friday prior.

Please let me know if you have any other questions.

Zoning Ordinance No. 400, 5.09, LI – Light Industrial District (The entire ordinance can be found here: https://empiremn.gov/vertical/sites/%7BC2524253-F75F-408D-8923-A2A3D0993A19%7D/uploads/ORDINANCE_400-_ZONING_(COMPLETE).pdf

B. Permitted Uses

1. Contractor businesses and sales.
2. Office-showrooms.
3. Office/warehouse.
4. Indoor building supply centers.
5. Landscape material supplies and sales.
6. Cabinet making and sales.
7. Fitness centers.
8. Implement sales and service.
9. Automobile sales and service.
10. Recreational equipment sales and service.
11. Mini-storage warehousing.
12. Agriculture production and sales.
13. Greenhouses and nurseries.
14. Welding and machine shops.
15. Customary light industrial accessory uses.
16. Essential services.

C. Conditional Uses

1. Lumber yards.
2. Production, assembly and processing facilities, except animal, solid waste, and hazardous waste processing.
3. Household product recycling facilities.
4. Heavy equipment sales and service.
5. Distribution facilities.
6. Outdoor storage associated with permitted uses.
7. Fleet vehicle parking or storage associated with permitted uses shall be screened in accordance with Section 6.09 of this code.
8. Solid waste trash transfer facilities subject to the following:
    a. All transfer operations shall be conducted within the principal building and shall not produce any adverse noise, glare, fumes,

odor, obnoxious products, byproducts, litter, waste or other nuisance impacts, and shall not include the handling, transfer, processing, or storage of hazardous, infectious, or pathological waste.

b. All equipment used in industrial processes, including that used for cutting, compressing or packaging, shall be within a completely enclosed building, except that enclosed conveyor and compactor systems may be allowed outside.

c. No outdoor storage is allowed including in accessory buildings, temporary buildings, trailers, or any other mobile storage container, except for empty trailers to be used for queuing.

d. The site shall be a minimum of twenty (20) acres in size.

e. The site shall be appropriately screened from adjoining properties and rights-of-way. Screening may consist of buildings, walls, fencing, berms, coniferous plantings, or a combination thereof.

f. A traffic study shall be conducted as part of the conditional use permit review.

g. No transfer station shall operate without a license or permit required therefore by any county and or state agency or department having jurisdiction over any solid waste transfer system and no transfer system shall operate in violation of any term or condition of a license or permit required therefor by any county or state agency or department.

h. Outdoor operations related to public recycling activities are allowed.

Charles Seipel - Teng
Clerk – Administrator

RETROFIT
ENVIRONMENTAL

FACILITY AUDIT BOOKLET

2025

2960 Yorkton Blvd.
Little Canada, MN 55117

1010 Hoffman Drive, Suite A
Owatonna, MN 55060

Table of Contents

I Facility Information

- Principal Business
- Woman Owned Business Credentials
- Banking References

II Facility Licenses and Transportation Permits

- Facility License Overview
- Hazardous Waste Generator License
- Hazardous Waste Facility License
- WI State Hazardous Waste Transport License
- US DOT Hazardous Materials Permit
- IL State Special Waste Permit
- North Dakota Waste Hauling Permit
- Kansas Hazardous Waste Transporter Permit
- Unified Carrier Registration

III SAMPLE "Certificate of Recycling"

IV Insurance Certificate

- Commercial General Liability
- Automobile Liability
- Workers Compensation
- Pollution Liability

Section I Facility Information

Principal Business:

- Universal Waste Management
- Hazardous Waste Management
- Industrial Waste Management

Small Business Certifications

- HUBZone – Certification #60379
- WOSB – WBENC-Certified Woman Owned Small Business
- DBE – Disadvantaged Business Enterprise
- State of Incorporation: Minnesota
- Incorporation Date: March 1992
- Federal Tax ID Number: 41-1716621

Principal Officer: Wendy Fry

- State Tax ID Number: 1618985
- Duns Number: 083539291

Qualified to do Business: Nationwide

Telephone Number: 800-274-1309 (651) 766-7422
Fax Number: (651) 766-9900

Bank Reference:

Mark Mohlke
Bremer Bank
730 W Bridge Street, Owatonna, MN 55060

Office (507) 446-2762
Mobile (507) 403-9949

Section II Facility Licenses and Transportation Permits

Facility License Overview

- Hazardous Waste Generator License (VSQG)
- Hazardous Waste Facility Licenses
    - US DOT 10-Day Hazardous Waste Transfer Facility
    - Special Waste (Universal Waste Large Quantity Handler)
    - Used Oil Collection (less than 35-day Storage)

Transportation Credentials

- Wisconsin DNR permit
    - Hazardous Waste Transportation
    - PCB Transportation
    - Non-Hazardous Waste

- US DOT Hazardous Material Certificate of Registration
- Illinois EPA Special Waste Hauling Permit
- North Dakota Solid Waste Transporter Permit
- Kansas Hazardous Waste Transportation Registration Certificate
- Unified Carrier Registration Certificate

Retrofit Environmental is proud to be a CHWMEG reviewed facility….

In January of 2022, Retrofit Environmental was offered the opportunity to participate in the CHWMEG Facility Review Program. CHWMEG's Facility Review Program (FRP) reports allow members to obtain critical environmental, operational, and financial information relating to facilities that treat, dispose, recycle and/or store manufactured wastes and spent materials generated by members. CHWMEG reports allow members to augment or replace staff requirements for conducting site visits for vendor due diligence reviews intrinsic to the members' internal waste management review programs.

The in-depth review process, which spanned several months, included auditing our facility's environmental records, licenses, training records and financial data. The results of the review have further strengthened partnerships between Retrofit Environmental and our CHWMEG member customers.



RAMSEY COUNTY
Saint Paul – Ramsey County Public Health

Environmental Health Division
2785 White Bear Ave. N., Suite 350
Maplewood, MN 55109
651-266-1199
ramseycounty.us

HAZARDOUS WASTE GENERATOR LICENSE

Licensee: RETROFIT COMPANIES, INC.

EPA ID: MNR000078675
License ID: 367475

Site Address:
2960 YORKTON BLVD
LITTLE CANADA, MN 55117

RETROFIT COMPANIES, INC. has PAID ALL APPLICABLE FEES to the County of Ramsey The Licensee is subject to all the conditions and provisions of the Ramsey County Hazardous Waste Ordinance.

VERY SMALL QUANTITY HAZARDOUS WASTE GENERATOR

VALID from: 5/1/2025 to 4/30/2026

Michael Reed - Environmental Health Division Manager

Ahmet Baysal, Supervisor
Solid and Hazardous Waste Compliance

This license is NOT TRANSFERABLE and must be posted in a public place.

Site Address:
2960 YORKTON BLVD
LITTLE CANADA, MN 55117

RAMSEY COUNTY
Saint Paul – Ramsey County Public Health

Environmental Health Division
2785 White Bear Ave. N., Suite 350
Maplewood, MN 55109
651-266-1199
ramseycounty.us

HAZARDOUS WASTE FACILITY LICENSE

Licensee: RETROFIT COMPANIES, INC.

EPA ID: MNR000078675
License ID: 368947

Site Address:
2960 YORKTON BLVD
LITTLE CANADA, MN 55117

RETROFIT COMPANIES, INC. has PAID ALL APPLICABLE FEES to the County of Ramsey and is subject to all the conditions and provisions of the Ramsey County Hazardous Waste Ordinance.

HAZARDOUS WASTE FACILITY

*** 10- DAY TRANSFER FACILITY ** SPECIAL WASTE CONSOLIDATION *** USED OIL COLLECTION/ STORAGE UP TO 35 DAYS**

VALID from: 7/1/2025 to 6/30/2026

This license is granted under our hands 6/30/2025

Michael Reed – Environmental Health Division Manager

Ahmet Baysal, Supervisor
Solid and Hazardous Waste Compliance

This license is NOT TRANSFERABLE and must be posted in a public place.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2023-2026

Registrant: THE RETROFIT COMPANIES, INC.
ATTN: Marie Magadan
1010 HOFFMAN DRIVE
OWATONNA, MN 55025

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060123550086FH Effective: July 1, 2023 Expires: June 30, 2026

HM Company ID: 50573

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397

JB PRITZKER, GOVERNOR JAMES JENNINGS, ACTING DIRECTOR

July 22, 2025 217-524-3300

The Retrofit Companies
Attn: Ms. Marie Magadan
1010 Hoffman Dr
Owatonna, Minnesota 55060

Re: 9271237978 -- Ramsey
The Retrofit Companies -- S.W.H. Permit 4123-7 Modification 000
For Non-Hazardous Special Waste Hauling – 25

Dear Ms. Magadan:

Special Waste Hauling Permit 4123-7 Modification 000 is hereby issued to The Retrofit Companies to engage in **non-hazardous special waste hauling** in the State of Illinois. In accordance with this Permit, The Retrofit Companies may utilize the vehicles, tanks, and equipment enumerated in the Special Waste Hauling Permit Application dated July 6, 2025 and consisting of 3 pages. A copy of said application for permit is hereby incorporated by reference.

This Special Waste Hauling Permit is subject to the standard conditions set forth on pages 5 and 6 of this permit, attached hereto and incorporated herein by reference, and is further subject to any additional conditions, including the terms of this letter.

This Special Waste Hauling Permit, issued July 22, 2025, is valid from July 22, 2025 to and through August 31, 2028, for all registered vehicles identified in the application. No special waste hauling may be conducted in any vehicles, tanks or other equipment that are not enumerated in the Special Waste Hauling Permit Application dated July 6, 2025 and this permit dated July 22, 2025, unless a written request to modify this permit is submitted to the Agency, and a written approval of such proposed modification is issued.

In accordance with 35 Ill. Adm. Code 809, et seq., upon issuance of a special waste hauling permit, the owner and/or operator of any vehicle used to transport special waste shall maintain within the vehicle a legible photocopy of the special waste-hauling permit. Issuance of the special waste hauling permit shall be disclosed by the owner and operator of the vehicle to any representative of the State of Illinois, any generator of the special waste, or any treatment storage, or disposal facility which has handled, is handling or will handle the special waste. Upon request by such representative, the owner and operator of the vehicle for review shall make the photocopy available. The owner/operator of the vehicle shall also comply with any otherwise applicable federal regulations.

If you have any questions, please contact Evan Yates at EPA.HaulingPermits@Illinois.gov .

Sincerely,

Evan Yates, Environmental Protection Specialist
Materials Management and Compliance Section
Bureau of Land

NORTH Dakota | Environmental Quality

Be Legendary.™

FILE: The Retrofit Companies Inc WH-1851

July 8, 2024

Marie Magadan
The Retrofit Companies Inc
2960 Yorkton Blvd
Little Canada MN 55117

Dear Ms Magadan:

This letter is written to transmit your permit for transporting solid waste in North Dakota. The North Dakota Department of Environmental Quality has made a final decision to issue a permit to **The Retrofit Companies Inc** to transport solid waste in the State of North Dakota. The permit contains the conditions under which the permit is issued. We would advise that you read each condition carefully and become familiar with your responsibilities.

Should you have any questions regarding this letter, please contact this office Derek Hall at 701-328-5168.

Sincerely,

Diana A. Trussell, Manager
Solid Waste Program
Division of Waste Management

DAT: DAH:
Enc.

Missouri Department of Transportation

Motor Carrier Services

830 MoDOT Drive, P.O Box 270
Jefferson City, MO 65102-0270
(866)831-6277 or (573)751-7100

HAZARDOUS WASTE TRANSPORTER LICENSE CERTIFICATE

File No:	***USDOT 542574***	*License No:*	***24L4001000***
Name:	***THE RETROFIT COMPANIES INC***		
D/B/A:			
City:	***OWATONNA***	*Expiration Date:*	***December 04, 2025***
State:	***MN***	*Effective Date:*	***December 05, 2024***

In accordance with Section 260.395 of the "Missouri Hazardous Waste Management Law", the Missouri Department of Transportation approves the application of the above-named transporter. Beginning on the effective date shown above, until the expiration date, this transporter may transport hazardous waste within this state. This permit is not transferable, and does not apply to other environmentally regulated areas.

All equipment used for the transport of hazardous waste shall meet and be operated in accordance with the provisions of the Missouri Hazardous Waste Management Law (Section 260.350 to 260.430, RSMo) and rules made under its authority. The Department does not inspect each vehicle to be used for hauling waste, and the issuance of this permit does not imply approval of that equipment.

The Department may suspend, revoke, or modify this permit if it finds that the hauler is in violation of the chapter, rules, or any terms or conditions thereof, or has created a public nuisance, or posed a threat to the health of humans or other living organisms.

This license must be carried in the vehicle at all times when transporting hazardous waste. The license must be shown to representatives of the Department, Officers of Missouri Highway Patrol and other law enforcement officials on demand.

Issued at 830 MoDOT Drive
Post Office Box 270
Jefferson City, MO 65102-0270
On December 04, 2024

Aaron Hubbard
Motor Carrier Services Director

MISSOURI DEPARTMENT OF TRANSPORTATION LICENSE NUMBER 1006408

THE RETROFIT COMPANIES INC

License No: 24L4001000

Hazardous Waste Transporter License Certificate

VEHICLE IDENTIFICATION NUMBER(S):

Dec 05, 2024 46-2NKHL9X9JM227691; 47-2NKHL9X9LM396404; 49-3ALHCYD28MDMV0646;
50-3AKJHHDR3JSJH8773; 52-3ALHCYFE9RDVC7695;

***Expiration Date:* December 04, 2025**

State of Kansas
Kansas Department of Health and Environment

Hazardous Waste Transporter Registration Certificate

(A registered hazardous waste transporter may also transport used oil)

This certificate acknowledges that the company named below is registered with the Kansas Department of Health and Environment, Bureau of Waste Management, as a hazardous waste transporter.

RETROFIT COMPANIES INC
1010 Hoffman Drive
OWATONNA, MN 55060

EPA ID Number: MNR000078675

A copy of this certificate must be carried in each company vehicle that transports hazardous waste or used oil within, into, out of, or through the State of Kansas and must be made available for review upon request.

Kelsie L Gfeller
Bureau of Waste Management
Regulations and Data Unit

Issued: March 11, 2024

Re: Kansas Hazardous Waste Transporter Certificate
RETROFIT COMPANIES INC
EPA ID Number: MNR000078675
1010 Hoffman Drive
OWATONNA, MN 55060

Dear Marie Magadan:

This email acknowledges that this transporter is registered with the Kansas Department of Health and Environment as required by K.A.R. 28-31-6(b). A copy of the attached *Hazardous Waste Transporter Registration Certificate* must be carried in each company vehicle that transports hazardous waste or used oil within, into, out of, or through the State of Kansas.

Based on an evaluation of our transporter regulations, Kansas no longer includes an expiration date on the registration certificate. The transporter registration will remain in effect if the transporter complies with all applicable regulations, including the annual monitoring fee payment and report.

If you have any questions, please contact us at kdhe.notifications@ks.gov.

Thank you.

KDHE-BWM
1000 SW Jackson St Ste 320
Topeka KS 66612-1366

Payment Transaction Details

Payment Status:	Payment Success
Amount Paid:	$ 200.00
Payment Date:	01/03/2025
Confirmation Number:	8172f142-e298-4fbd-9527-144810c0f901
Payment Type:	Credit Card
Processing Charge:	$ 5.00

Charge Details

Type	Reference #	Submitted On	Amount
Permit Annual Fee	HWT121580-BWM_HWT-2025	11/20/2023	$ 200.00

2026 UCR Registration is VALID!

Receipt # 000-0565-5373

Registered on: 10/16/2025 11:54 EST

Generated: 10/20/2025 10:40 EST

Year: 2026

Paid:

Date	Bracket	UCR Fee	Conv. Fee	Total
10/16/2025	Bracket 3 [7 veh.]	$276.00	$8.20	$284.20

Bracket: 6 to 20 vehicles [7 vehicle(s)]

USDOT #: 542574

Classifications: Motor Carrier

Legal Name: THE RETROFIT COMPANIES INC

Base State: Minnesota

Principal: 1010 HOFFMAN DRIVE
OWATONNA, MN 55060
US

Payor: Marie Magadan

*** Expires: 12/31/2026 ***

Section III Sample “Certificate of Recycling”

Certificate of Recycling

Certificate # 0077003

Generator: The Retrofit Companies

Address: The Retrofit Companies
969 39th Ave NW
Owatonna, MN 55060

Mail To: The Retrofit Companies

The Retrofit Companies
969 39th Ave NW
Owatonna, MN 55060

Bill of Lading # 0072020

Date Shipped: 01/27/2015

Over 4' Fluorescent Lamp	580.00	EACH
Non-PCB Ballasts For Recycling	3,348.00	LB

Issued By

Retrofit Environmental

01/27/2015

The undersigned certifies that to the best of his or her knowledge the above regulated materials have been properly recycled and or disposed of in accordance with all Federal, State and local regulations. If the above referenced wastes were shipped on a Uniform Hazardous Waste Manifest, facility signed copies will be mailed to the address listed on the manifest. If you have lost or failed to receive copies of any shipping document, please contact our customer service department for replacement copies.

Marie Magadan Transportation Manager

Section IV Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Amanda Harrington **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Amanda.Harrington@marshmma.com
INSURED RETROCOMPA The Retrofit Companies, Inc. 1010 Hoffman Drive Owatonna MN 55060	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Firemen's Ins. Co. of Washington, DC / 21784 **INSURER B :** Navigators Specialty Insurance Company / 36056 **INSURER C :** Texas Insurance Company / 16543 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 38953725 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA332049020	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CPA332049020	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CPA332049020	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA332051120	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B C	Pollution Liability Contractors Professional Liab			MP25ESPZ0KRGNIC BFLPMLTMN01150002288201	3/31/2025 3/31/2025	3/31/2028 3/31/2026	Each/Agg Pollution Each/Agg Professional	$1M/$2M $1M/$1M

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

Inland Marine Coverage: Carrier A; Eff 1/1/25-1/1/26; Policy # CPA3320490; Leased/Rented Equip - $80,000 Limit; Installation Floater - $1,600,000 Limit; Deductible - $1,000

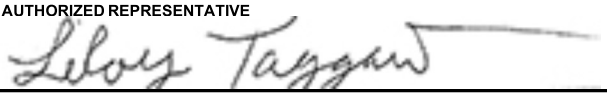
CERTIFICATE HOLDER

For information only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	2. Consider Approving Development Contract and PUD Agreement for Deer Creek 2nd Addition

Attached is the proposed Development Agreement between the City and Deer Creek Dev LLC for the public improvements to be installed in the Deer Creek 2nd Addition. It has been reviewed by the City staff, the City's attorney, and the developer.

The Agreement follows closely with the Development Agreement that was approved for Deer Creek 1st Addition in that it calculates the Park Dedication Fees to collect, and spells out required Construction Securities.

Some changes from the 1st Addition Development Agreement include:

- References that the PUD has already been approved
- Removal of the required security for a grading permit, as mass grading has already taken place in phase 1
- The removal of the tree preservation requirement as all the trees that are to be removed from the site have already been removed with the grading that was approved in phase 1

Since the December 9th City Council Meeting, Item 7 has been updated after consideration by the City's attorney, to add language relating to the dedication of temporary drainage/utility and trail easements to be recorded to Outlot A.

There are no outstanding concerns between staff and the developer and staff recommends consideration for approval.

Attachment(s): Deer Creek 2nd Addition DA 12 12 25 (Clean).pdf

(reserved for recording information)

DEVELOPMENT CONTRACT
AND
PLANNED UNIT DEVELOPMENT AGREEMENT

(*Developer Installed Improvements*)

DEER CREEK 2ND ADDITION

CONTRACT AND PLANNED UNIT DEVELOPMENT AGREEMENT dated January 13, 2026 ("Contract"), by and between the **CITY OF EMPIRE,** a Minnesota municipal corporation ("City"), and **Deer Creek Dev LLC,** a Minnesota limited liability company (the "Developer").

WHEREAS, the Developer previously applied for preliminary plat approval and approval of a Planned Unit Development for the Deer Creek Development, which is legally described in **Exhibit A-1**, attached hereto (the "Deer Creek Property" or "Subdivision"); and

WHEREAS, the Planning Commission reviewed the application for the Deer Creek Property preliminary plat (the "preliminary plat") and the Deer Creek Planned Unit Development (the "PUD") on October 1, 2024, and recommended approval of the preliminary plat and PUD with certain conditions; and

WHEREAS, the City Council reviewed the preliminary plat and PUD on October 8, 2024, and found the preliminary plat and PUD consistent with Empire's Comprehensive Plan and Zoning Ordinance and approved the preliminary plat and PUD with certain conditions; and

WHEREAS, the City Council reviewed and approved the final plat for Deer Creek 1st Addition on February 25, 2025, and the parties entered into a Planned Unit Development Agreement for the Deer Creek 1st Addition; and

WHEREAS, the Developer has asked the City to approve a final plat (referred to in this Contract as the "final plat" or "Plat") for a portion of the Deer Creek Property, the Deer Creek 2nd Addition, on property legally described in **Exhibit A-2,** attached hereto (the "Property"), located in the County of Dakota, State of Minnesota, and

WHEREAS, the Plat consists of 14 single family residential lots on three blocks to be developed for single family residential use and one outlot ("Outlot A"), and

WHEREAS, Outlot A will be partially developed in subsequent phases of development and part of Outlot A will be dedicated to the City as noted in the preliminary plat; and

WHEREAS, The City Council reviewed the final plat of the on December 9, 2025, and found the final plat consistent with Empire's Comprehensive Plan, Zoning Ordinance and the PUD and recommended approval of the Deer Creek 2nd Addition final plat subject to certain conditions including entering into a development contract, and

WHEREAS, part of the consideration for the City to approve the PUD included: the dedication to the City of lowlands (floodplain and stormwater areas) and the contribution of funds for a future playground; and

WHEREAS, Developer has applied to the City for permission to construct public and private improvements for the orderly development of the Property, and

WHEREAS, the City is willing to grant permission to construct private and public improvements and to develop the Property, provided that those improvements are constructed according to the conditions of the final plat, the PUD, City specifications and with a provision for guaranty of the payment of all costs associated with the development.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve the Plat for the Property, legally described in **Exhibit A-2**.

2. CONDITIONS OF PLAT. The City Council has approved the Plat on several conditions including that the Developer enter into this Contract, furnish the security required by it, abide by all conditions of the final plat approval and record the plat with the Dakota County Recorder or Registrar of Titles by April 30, 2026.

3. RIGHT TO PROCEED. Within the Property, the Developer may not construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk-Administrator, 2) the necessary security has been received by the City, 3) any outstanding escrow balance has been paid , 4) erosion control plan has been implemented and inspected, 5) a pre-construction meeting has been held, and 6) the necessary insurance for the Developer and its construction contractors has been received by the City. In addition, the City will not issue a permit for any structure until the Plat is filed with the office of the Dakota County Recorder or Registrar of Titles, and the City Clerk-Administrator, or designee, has issued a letter indicating all conditions have been satisfied and the Development may proceed. No work shall occur north of 197th Street without a separate grading permit.

4. PHASED DEVELOPMENT. This Plat is being proposed as phase two of a multi-phase development. Phase two will include the final grading of the Property, final grading of stormwater facilities, and utility and roadway installation for the Property. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract, or the Contract for previous phases, and the breach has not been remedied. Development of subsequent phases may not proceed until development contracts for such phases are approved by the City. Park dedication charges and connection charges for sewer and water, to the extent they are not covered by a building permit, referred to in this Contract are not being imposed on portions of the Deer Creek Property that are part of the approved preliminary plat for future phases of the Deer Creek Property for subdivision into lots and blocks. Such charges will be calculated and imposed when the future phases are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. This Plat is a phase of a multi-phased preliminary plat for the Deer Creek Property. The preliminary plat approval for any remaining portion of the Deer Creek Property

that is not final platted shall lapse and be void unless final platted into lots and blocks, or dedicated to the City in an outlot, within five (5) years after the preliminary plat approval date of October 8, 2024.

6. CHANGES IN OFFICIAL CONTROLS. For five (5) years from the date of preliminary plat approval, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the Deer Creek Property unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Contract. Developer acknowledges that the restriction on amendments to official controls shall not apply to the amounts of any charges, fees or costs imposed under current or future official controls.

7. TEMPORARY EASEMENTS. The Developer shall dedicate to the City at the time of the final plat recording for Deer Creek 2nd Addition temporary drainage and utility easements located within the Property, including access, as required, to serve the site. In addition, Developer will record a temporary trail easement, to be approved by the City, which must be recorded after the final plat and before commencement of any of the Improvements, as defined herein. These temporary easements in favor of the City will expire when Outlot A of the Plat is replatted and all other drainage and utility easements shown on the final plat will become official at such time that the final plat for Deer Creek 2nd Addition is recorded with the Dakota County Recorder’s Office.

8. DEVELOPMENT PLANS. The specific conditions and requirements for development of the Property are the Plans, which are listed on the attached **Exhibit B**. With the exception of the provisions of paragraph 6 above, the requirements of the City’s Zoning Ordinance and Subdivision Ordinance as may be amended from time to time shall apply to the Deer Creek Property. Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions imposed in the approval of the final plat, as detailed in City Council Resolution No. 2025-12C, to construct all Improvements in accordance with the approved construction plans and specifications (collectively, the “Plans”) prepared by a

professional engineer licensed in the State of Minnesota at Developer's sole expense. All terms and conditions of the City approvals, including Plat approval, are hereby incorporated by reference into this Contract. Except for the final Plat and the Deer Creek 2nd Addition Final Plans, which must be those on file with and approved by the City prior to execution of this Contract, the Plans may be prepared, subject to the City Engineer's approval, after entering this Contract, but must be submitted and approved before commencement of any work in the Plat.

9. IMPROVEMENTS. In developing the Plat in accordance with the Plans, the Developer shall install at its sole expense the following public and private improvements (collectively, the "Improvements"):

A. Sanitary Sewer System

B. Water System

C. Storm Sewer System

D. Streets

E. Concrete Curb and Gutter

F. Streetlights

G. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

H. Underground Utilities

I. Setting of Iron Monuments

J. Surveying and Staking

K. Sidewalks and Trails

L. Landscaping

The Improvements shall be installed between the hours of 7:00 am and 7:00 pm Monday - Saturday, unless developer obtains written approval by the City for Improvements that take place outside of this timeframe, in accordance with the City subdivision ordinance. The Developer has submitted plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be

able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. An estimate of the cost of such inspection shall be provided when a construction schedule is established. The Developer, its contractors, and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. Prior to the start of construction, the Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work. Before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD.DWG file or a .DXF file, all prepared in accordance with City standards.

In accordance with Minnesota Statutes 505.02, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer shall provide security of $300 per lot for installation of monuments. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility, and street construction.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The Developer agrees to comply and represents to the City that the proposed Development complies with all applicable City, County, Metropolitan Council, State, and Federal laws and regulations, including but not limited to: Planned Unit Development Ordinance establishing uses and performance standards for the Property, Subdivision Ordinances, Zoning Ordinances, conditions of Plat and PUD approvals, and Environmental Regulations.

11. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 9 above.

12. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

A. Minnesota Department of Health for Watermains
B. MPCA NPDES Permit for Construction Activity
C. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
D. DNR for Dewatering if necessary
E. City of Empire for Building Permits
F. MCES for Sanitary Sewer Connections
G. WCA and COE for wetland impacts
H. Dakota County Right-of-way Permits

13. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

14. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 15, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between June 1st and September 1st, the year after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

15. LICENSE. The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with plat development and this Contract.

16. EROSION CONTROL. Prior to initiating site grading, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional

erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seeding shall be in accordance with the approved plans, which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City or the Dakota County Soil and Water Conservation District, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

17. GRADING. The Property shall be graded in accordance with the approved Deer Creek 2nd Addition Grading and the plan shall conform to Empire City specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits, the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, and locations and dimensions of borrow areas/stockpiles; and c) lot corner elevations and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer or Developer’s sub-contractor must certify to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall

be submitted to the Building Official for review prior to the issuance of building permits. Before a building permit is issued, a cash escrow for silt fence mitigation in the amount of $750.00 per lot shall be furnished to the City at the time of building permit issuance to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required $750.00 silt fence escrow for individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and as-built survey are not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

18. LANDSCAPING. Trees shall be planted by the Developer or, as appropriate, future lot purchaser, consistent with the approved Landscape Plan. The minimum deciduous tree size shall be two and one-half (2½) inches caliper, balled and burlapped. Evergreen trees must be at least six feet (6') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the security toward the cost. All trees shall be warranted to be alive, of good quality, and disease free for two (2) years after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. In order to ensure compliance with this paragraph, Developer agrees that a security of $2,500/lot, or an amount as may be increased according to the Empire Fee Schedule, will be collected at the time of building permit issuance per the City of Empire Fee Schedule.

Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released two years after the landscaping has been inspected and approved.

19. [RESERVED] .

20. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

21. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and final acceptance by the City, the Improvements lying within public easements shall become City property. Prior to acceptance of the Improvements by the City, the City Engineer shall certify that all construction has been completed in accordance with the terms of this Contract. In order to provide proof of such acceptance, the City Clerk-Administrator will provide the Developer with a letter verifying acceptance of public Improvements.

22. CONSTRUCTION OBSERVATION & INSPECTION. The Developer shall pay an escrow payment in an amount equal to 8% of the construction costs estimate for construction observation and inspection by the City's engineer prior to recording of the final plat. Construction observation and inspection will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, administration of this contract, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. The Developer shall pay for construction observation and inspection performed by the City's in-house engineering staff or consulting engineer. Construction observation and inspection shall include part- or full-time inspection of proposed public utilities and street construction and will be billed on hourly rates. Estimates of these services will be provided when a construction schedule is submitted.

23. CONTRACT ADMINISTRATION. The Developer shall make a cash payment in an amount equal to 2% of the construction cost estimate for contract administration. The Contract Administration charges shall be paid by the Developer prior to recording of the plat.

24. **SANITARY SEWER AND WATER CHARGES.** A sewer connection charge of $2,485 per lot and a Metro SAC charge as defined in the Empire Fee Schedule per lot shall be paid upon issuance of the building permit. A water connection charge as defined in the Empire Fee Schedule per lot shall be paid upon issuance of the building permit.

25. PARK DEDICATION. The Developer acknowledges that the development will create the need for City parkland for future residents. The Empire City Code requires a developer to dedicate ten percent of the total property to be subdivided to the City for use as parkland, or to make a cash contribution in lieu of a portion or all of the land dedication. Subdivision park dedication was calculated as follows: 80.33 gross acres less existing r-o-w for Biscayne Avenue and 197th Street yields 73.83 subdivided acres. In this case, ten (10) percent = 7.4 acres. In satisfaction of this requirement, the Developer will, in subsequent phases dedicate certain outlots, as shown on the preliminary plat, to the City, which consist of wetland or flood plain or inaccessible (for which no park dedication credit given) and also consist of upland that will serve as the future park/playground area, trail corridors, and open space and will satisfy the parkland dedication requirement. The Developer and the City agree that the portion of outlots to be dedicated to the city for the park/playground are reasonably related to and roughly proportionate to the need created by the development, and that they satisfy required Park Dedication for the Deer Creek Property. In addition, to satisfy the PUD requirements, Developer shall pay, during this second phase of development, a cash contribution of $39,696.83to satisfy a portion of the PUD requirements for construction of a future playground within the Subdivision. The 2026 estimate for construction of the playground is $302,472.50. Payment for the playground construction is determined as follows:

Cost of the playground	$	302,472.50
Credit for predesign costs paid by developer	$	7,910.50
Total playground contribution due	$	294,562.00

(Less) Contribution from Phase 1		$	44,048.00	
Remaining Balance		$	250,514.00	
2026Inflation Adjustment 3%		$	7,515.42	
91 remaining lots in the Subdivision	$		2,835.49	per lot
14 lots in this Addition		$	39,696.83	due now

The playground contribution for future phases of development will be calculated when those phases are final platted by the Developer. Future phases will be calculated on a per lot basis as shown above with a 3% inflationary increase added to the remaining balance per year and divided by the remaining number of lots (excluding outlots), until the entire Subdivision has been final platted. The land for park dedication shall be platted and the playground contribution under the PUD shall be paid by the Developer before recording the final plat for each phase of development.

26. CONSTRUCTION ACCESS. Construction traffic ingress and egress for grading, public utility construction, and public street construction is restricted to access the Subdivision via 197th Street, from Biscayne Avenue and CR 66 from the south and east. No construction traffic is permitted on the adjacent local streets. No construction access shall occur on Biscayne Avenue north of 197th Street.

27. TRAFFIC CONTROL SIGNS. The Developer shall install all appropriate street signage per the approved Final Street and Utility Construction Plans.

28. SPECIAL PROVISIONS. The following special provisions shall apply to development of the Property:

A. No occupancy of any newly constructed building in the Development may occur until the certificate of occupancy has been issued. Certificates of occupancy will not be issued until after public utilities have been completed, tested, and conditionally accepted, and after the first lift of bituminous has been installed and accepted by the City.

B. Building permits in Deer Creek 2nd Addition shall be issued only after all public utilities have been installed, tested, and conditionally accepted by the City, and after the first

lift of bituminous has been installed., No certificates of occupancy shall be issued until after public utilities have been completed, tested, and accepted, and after abutting streets have been conditionally accepted, with remaining punch list items, by the City.

C. Developer must abide by all recommendations from Dakota SWCD, MN DNR, Dakota County, Army Corps of Engineers or other review agencies, subject to the City's review and approval.

D. Developer must abide by all recommendations of the City Engineer and City Planner.

E. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits.

F. No curb stops shall be constructed in a driveway unless otherwise approved by the City Engineer. If a driveway ends up in the same location as a curb stop was constructed, either the driveway or curb stop shall be relocated at the Developer's expense. Curb stops shall be inspected by City staff, or designee, prior to being backfilled.

G. Developer must install all watermains and lines with tracer wire to be inspected by City staff, or designee, prior to burial.

H. Developer shall provide turnaround and signage per approved plans at end of any dead end roads.

I. If the City determines that street and utility work; except for bituminous wear course, final restoration, and punch list items; are complete, the City will maintain the roads for snow removal during the 2026-2027 winter season if requested by the Developer. Any damage to the street, including the curb, because of said maintenance shall be the repaired by the Developer prior to final acceptance of the project.

J. The Developer shall provide a cash fee for City base map updating. This fee is $300.00 per lot for a total charge for the Property of $4,200.00. This fee includes

updating the electronic base map. This work will be completed by the City Engineer. This fee shall be paid by the Developer prior to recording the final plat.

K. A cash fee to compensate the City for Certificate of Survey and As-Built Survey reviews for individual lots will be collected at the time of building permit issuance. These surveys help ensure the drainage patterns are maintained from the original grading plans and that houses are constructed to proper elevations. This fee, for this phase of development, is $300.00 per lot for a total charge of $4,200.

L. The Developer is required to submit the final plat and Plans in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading utilities, streets) shall be in electronic format in accordance with standard City specifications.

M. Conservation Area Posts approved by the City shall be installed along all public outlots and park land boundaries, at a minimum of lot angle points and every 150-feet on straight sections, abutting private property or according to the approved construction documents. The posts shall be permanent in nature and sufficient in size to clearly identify and mark public property boundaries. Signs that state, “No motorized vehicles allowed” shall be installed at each location where a trail intersects a street. The developer shall be responsible for obtaining an approved wetland delineation boundary to satisfy Wetland Conservation Act requirements. This wetland delineation must be submitted to the City for their records, along with any applicable permitting resulting from potential wetland disturbances.

N. Changes in development plans are subject to PUD amendment and approval by the City.

O. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City. Prior to initiating grading the Developer

shall post a security of $5,000 (or $2,500 per streetlight) for street light installation consistent with the approved plan.

29. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow or irrevocable letter of credit, in the form attached hereto as **Exhibit C**, from a bank (the "Security") in the amount of $935,004. Developer acknowledges that the Security amounts in this paragraph apply only to the current phase of development and that future phases will require additional Security, and that the calculation for the amount of Security may increase over time. The amount of Security was calculated as follows:

CONSTRUCTION COSTS:

A.	Sanitary Sewer	$108,143
B.	Watermain	$156,998
C.	Storm Sewer/Drain tile	$223,004
D.	Streets	$250,658
E.	Monuments	$4,200
G.	Streetlights	$5,000
	CONSTRUCTION SUB-TOTAL	**$748,003**
	CONSTRUCTION SECURITIES (125%)	**$935,004**

This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank shall be subject to the approval of the City attorney and must be FDIC insured and be located, or have a branch located, within 100 miles of Empire City Hall. The letter of credit shall contain language requiring its automatic renewal prior to December 31 of each calendar year unless the issuer provides written notice to the City at least 45 days prior to the expiration of the letter of credit or the issuer's intent not to renew the letter of credit. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the Security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30)

days prior to the expiration of the Security, the City may also draw it down without notice. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, and unless noted elsewhere in this Contract, with City approval the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been certified as complete by the Developer's engineer and such certification has been verified by the City. Ten percent (10%) of the amounts so certified and verified shall be retained as Security until all Improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty Security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for Security reductions.

30. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract, and applicable to this phase of development, which must be furnished to the City prior to the City Council signing the final plat:

Cash Fees

City Base Map Updating (14 lots x $300/lot)	$4,200
Phase One Park Improvement Contribution	$39,696.83
Construction Observation & Inspection (8% Construction)	$59,840.24
Contract Administration (2%)	$14,960.06
TOTAL CASH DUE	**$118,697.13**

31. WARRANTY. During the warranty period, the Developer warrants that all Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Improvement during the warranty period, the City may repair or replace the defective portion and may draw upon the Security, as required by this paragraph, to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45

days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against the Property if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the Property of the repair or replacement of the Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.The warranty period for streets is one year. The one-year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. In order to satisfy the Security requirement in this paragraph, the Developer may post maintenance bonds in the amount of twenty-five percent (25%), or letters of credit in the amount of ten percent (10%), of final certified construction costs to secure the warranties for the duration of the warranty period. The City shall retain the ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever occurs first. The retainage of said bond or letter of credit may be used to pay for warranty work. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

32. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Property.

B. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering, planning, and attorneys' fees.

C. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year.

D. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

33. DEVELOPER'S DEFAULT. In the event of default by the Developer, its successors or assigns, as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. Notwithstanding the 48-hour notice provided in the paragraph above, in the event of risk to environment or to public property, or risk of an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this contract in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City makes good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.

34. INDEMNITY. The Developer shall hold the City and its officers and employees harmless from claims made by Developer and third parties for damages sustained or costs incurred resulting from Said Plat approval and development. The Developer shall indemnify the City and its officers and employees for all

costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this contract.

35. INSURANCE. The Developer, at its sole expense, shall procure and maintain in force for the duration of this Contract the following minimum insurance coverages:

A. Workers' Compensation/Employer's Liability Insurance: The Developer shall maintain Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota, Minnesota Statutes, Chapter 176. The Developer shall also provide Employer's Liability Insurance with minimum limits as follows:

- $500,000 – Bodily Injury by Disease per employee
- $500,000 – Bodily Injury by Disease aggregate
- $500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Developer from workers' compensation insurance, the Developer must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Developer from the Minnesota workers' compensation requirements.

If the Developer is self-insured for workers' compensation, the Developer shall provide a valid certificate of self-insurance to the City. The Developer assumes all liability for workers' compensation claims and agrees to defend, indemnify and hold the City harmless from any claims arising out of the Developer's failure to comply with its self-insurance obligations.

B. Commercial General Liability Insurance. The Developer shall maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under this Contract. Insurance minimum limits are as follows:

- $1,000,000 – per occurrence

- $2,000,000 – annual aggregate
- $2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability (must maintained for at least two (2) years after completion of the work under this Contract)

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations and ISO Form CG 20 37 or equivalent for Products/Completed Operations.

C. Business Automobile Liability Insurance. The Developer shall maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance, or use of all autos which may arise from operations under this Contract. Insurance minimum limits are as follows:

$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage

The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

D. Professional (Errors and Omissions) Liability Insurance: The Developer shall ensure that its contracted engineer maintains Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims the Developer may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Developer's professional services required under this Contract. Insurance minimum limits are as follows:

- $1,000,000 – per occurrence

- $2,000,000 – annual aggregate

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and the Developer shall maintain such insurance for a period of at least two (2) years, following completion of the work. If such insurance is discontinued, extended reporting period/ tail coverage must be obtained by the Developer to fulfill this requirement.

E. Additional Insurance Conditions:

1. The Developer's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Developer's performance under this Contract.
2. An Umbrella or Excess Liability insurance policy may be used to supplement the Developer's policy limits to satisfy the full policy limits required by this Contract.
3. All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the City.
4. All insurance limits of any policy in excess of the minimum limits shall be available to the City.
5. All policies, except professional liability, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under this Contract.
6. Deductibles and self-insured retentions in excess of $50,000 must be declared to and approved by the City. The City may require the Developer to provide proof of ability to pay losses and related expenses within the deductible and retention.

7. The Developer shall submit a Certificate(s) of Insurance acceptable to the City as evidence of the required insurance coverage requirements.

8. A copy of any required insurance endorsements must be provided to the City.

9. The Developer's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

10. The Developer is responsible to review and ensure all its contractors and subcontractors comply with the insurance provisions contained herein and said insurance is maintained as specified.

11. The Developer shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota, or as approved by the City.

12. Failure to maintain required insurance coverage may result in suspension of work or termination of this Contract. Please review these requirements with your insurance agent or broker for assurance that the mandatory types and limits of insurance coverages are in place.

13. The City's failure to approve or disapprove the Developer's policies or certificates shall not relieve the Developer of full responsibility to maintain the required insurance.

14. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.

15. If the coverage period shown on the Developer's current certificate(s) of insurance ends during the duration of the project, the Developer must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage is in effect.

16. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Developer under this Contract.

17. The Developer's insurance shall not limit its indemnification obligation to the City under this Contract.

36. LIMITED APPROVAL. Approval of this contract by the City of Empire in no way constitutes approval of anything other than that which is explicitly specified in this contract.

37. MISCELLANEOUS.

A. The Developer represents to the City that the Plat complies with all City, county, metropolitan, state, and federal laws, and regulations, including but not limited to subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. Grading, curbing, and one lift of asphalt shall be installed on all public streets prior to issuance of any building permits.

F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

G. This Contract shall run with the land and must be recorded against the title to the Deer Creek Property. The Developer covenants with the City, its successors and assigns, that the Developer is the fee owner of the Deer Creek Property and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the Deer Creek Property; that there are no unrecorded interests in the Deer Creek Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council.

I. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

J. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

38. NOTICES. Any notices to the parties herein shall be in writing, delivered by hand (to the City Clerk-Administrator for the City) or registered mail addressed as follows to the following parties:

City of Empire
c/o Clerk-Administrator
3385 197th Street
Farmington, MN 55024
Telephone: (651) 463-4494

Deer Creek Dev, LLC
c/o Bart Winkler
10519 165th Street W
Lakeville, MN 55044
Telephone: 952-432-7101
Email: barts1107@aol.com

39. CONTRACT EFFECT. This contract shall be binding upon and extended to the representatives, heirs, successors and assigns of the parties hereto.

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

CITY OF EMPIRE

BY: _____
Melanie Lee, Mayor

(SEAL)

AND _____
Charles Seipel-Teng, Clerk-Administrator

STATE OF MINNESOTA)
(ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Melanie Lee, the Mayor of the City of Empire, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

STATE OF MINNESOTA)
(ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Charles Seipel-Teng, the City Clerk-Administrator of the City of Empire, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DEVELOPER:

BY: _____
Bart Winkler, Chief Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Bart Winkler the Chief Manager of Deer Creek Dev LLC, a Minnesota limited liability company.

_____
NOTARY PUBLIC

DRAFTED BY:
CITY OF EMPIRE
3385 197th Street W.
Farmington, MN 55024
Telephone: (651) 463-4494

MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT

Deer Creek Dev LLC, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2026.

_____

_____

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

_____
NOTARY PUBLIC

EXHIBIT A-1
TO
DEVELOPMENT CONTRACT
LEGAL DESCRIPTION OF DEER CREEK PLANNED UNIT DEVELOPMENT PROPERTY

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township One Hundred Fourteen (114), Range Nineteen (19),

AND

Northeast Quarter of the Southeast Quarter, Section 20, Township 114, Range 19

Dakota County, Minnesota

EXHIBIT A-2
TO
DEVELOPMENT CONTRACT
LEGAL DESCRIPTION OF DEER CREEK 2nd ADDITION

Outlot A, DEER CREEK 1ST ADDITION, Dakota County, Minnesota

EXHIBIT B
TO
DEVELOPMENT CONTRACT
PLANS

1. Deer Creek 2nd Addition Final Street & Utility Construction Empire, Minnesota, approved----
2. Deer Creek Phase 2 Grading Plan, Empire, Minnesota; approved February 20, 2025.
3. Deer Creek Preliminary Plat Empire, Minnesota; approved October 8, 2024.
4. Final Plat of Deer Creek 2nd Addition; approved December 9, 2025.

EXHIBIT "C"
TO
DEVELOPMENT CONTRACT

FORM OF IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Empire
3387 197th Street W
Farmington_, Minnesota 55024

Dear Sir or Madam:

We hereby issue, for the account of ____(Name of Developer)____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of ____(Name of Bank)____";

b) Be signed by the City Clerk-Administrator of the City of Empire.

c) Be presented for payment at ____(Address of Bank)____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Clerk-Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City of Empire, 3387 197th Street W, Farmington, MN 55024and is actually received by the Clerk-Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____
Its _____

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Jenni Faulkner, Consulting Planner
RE:	3. Consider Adopting Resolution 2026-1B, Adopting the Northwest Empire AUAR

The comments from the Met Council were received by the City yesterday. They will not result in changes to the AUAR document.

Attachment(s): *Final AUAR and Mitigation Plan CC Staff Report.pdf*
Draft Empire Memo for VRWJPO.docx
Empire 2025 Northwest Area Revised AUAR Ok With Comments 23085-3.pdf

Date: January 13, 2026

To: Empire City Council

From: Jenni Faulkner, Consultant Planner
Brian Hilgardner, Consultant Engineer
Angie Smith, Consultant Environmental Planning Leader

Item: NW Area – Final AUAR and Mitigation Plan

Background

On December 9, 2025 the City Council approved a final draft of the AUAR for the NW area. Notice of the final plan for agency review/objection was published by the EQB on December 23, 2025, and in the city's official newspaper. The agency objection period ends on January 12, 2026. Assuming there are no objections, the City Council can proceed with adoption the Northwest Area AUAR and Mitigation Plan.

This will be the last step in the AUAR process. Implementation of the Mitigation Plan will occur with modification to the Comprehensive Plan, update to relevant ordinances (tree preservation), and review of mitigation measures as development occurs. The AUAR will need to be updated every five years to remain valid. Attached is a Mitigation Checklist that can be used and included with development review projects.

If there are objections, the City should not act on the adoption and the item can be brought to the next Council meeting for future review and discussion.

Recommendation

Staff is seeking City Council approval to adopt the attached resolution adopting the Final AUAR and Mitigation Plan.

Attachments

Resolution
Mitigation Checklist
Link to Dec 9, 2026 CC Packet with AUAR plan details 9702d36d-ce02-11ef-a9e2-005056a89546-e695e332-26aa-4e57-a4ac-9e2b00d74688-1765319052.pdf

RESOLUTION NO. 2026-XXX

CITY OF EMPIRE, MINNESOTA

RESOLUTION ADOPTING THE CITY OF EMPIRE NORTHWEST AREA ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR)

WHEREAS, The City of Empire is the Responsible Governmental Unit (RGU) pursuant to Minnesota Rules Chapter 4410.3610, Subp. 1; and

WHEREAS, Minnesota Rules Chapter 4410.3610 provides for a substitute form of Environmental Review known as an Alternative Urban Areawide Review (AUAR); and

WHEREAS, The City of Empire determined there was a need for an AUAR examining future development scenarios in the northwest section of the city; and

WHEREAS, the City undertook this environmental review process to determine if future development of the Northwest Empire area has the potential for significant environmental effects and prepared an AUAR pursuant to state requirements; and

WHEREAS, the Draft AUAR Order and Scoping document was circulated for a 30-day review period to the required State and Federal agencies, with a notice of availability published in the EQB Monitor on May 27, 2025, and the comment period ended on June 26, 2025, and during such period five comment letters were received from government agencies; and

WHEREAS, the Final AUAR Order and Scoping document was published in the EQB Monitor on July 22, 2025; and

WHEREAS, the City held public open houses on March 12, 2025, June 11, 2025, and September 24, 2025, to provide the public with information on the AUAR process and content; and

WHEREAS, the City posted AUAR information on its website during the duration of the review and comment periods; and

WHEREAS, the Draft AUAR and Mitigation Plan document was circulated for a 30-day review period to the required State and Federal agencies, with a notice of availability published in the EQB Monitor on September 9, 2025, and the comment period ended on October 16, 2025, and during such period five comment letters were received from government agencies and eighteen comments were received from the public via email and through InputID; and

WHEREAS, City staff reviewed all comments received during the comment period and incorporated applicable changes into the Final AUAR; and

WHEREAS, the revised Draft AUAR and Mitigation Plan document was circulated for further comment to the required agencies, with a notice of availability published in the EQB Monitor on December 23, 2025; and

WHEREAS, State agencies and the Metropolitan Council of the Twin Cities have greater than ten business days from the date of receipt of the Final AUAR and Mitigation Plan, January 12, 2026, to file an AUAR document objection with the RGU; and

WHEREAS, no objections or final comments were received; and

WHEREAS, the City Council met at a regularly scheduled meeting on January 13, 2026, and considered the Final AUAR and Mitigation Plan, and any comments received from the parties as noted above.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Empire hereby adopts the City of Empire Northwest Area Final Alternative Urban Areawide Review and Mitigation Plan.

PASSED AND DULY ADOPTED by the Council of the City of Empire this day, January 13, 2026.

Melanie Lee, Mayor

ATTEST:

Charles Seipel-Teng, City Clerk/Administrator

Mitigation Plan CHECKLIST (Table 24) for Development of Scenario 1 or 2

Resource Area		Mitigation	Notes
Land Use			
	☐	Zoning changes and comprehensive plan amendments	
	☐	Site reclamation for any mineral extraction sites	
	☐	Coordination with the Minnesota Department of Transportation and Dakota County for the proposed road alignments.	
Geology, Soils			
	☐	To mitigate potential geological risks to the proposed development, best management practices (BMPs) such as pre-construction geotechnical investigations, controlled blasting, groundwater management systems, wetland protection measures, site-specific drainage planning, and erosion control measures may be implemented.	
	☐	Project-specific mitigation measures may include deep foundation systems, stormwater infiltration controls to protect sensitive aquifers, and avoidance or minimization of disturbance in mapped wetland areas.	
	☐	Consider potential impacts related to disturbed soils, altered drainage patterns, and the need for reclamation or stabilization of previously mined areas. Best management practices and typical reclamation efforts may include regrading to restore natural contours, placement of engineered fill, topsoil replacement, erosion control measures, and revegetation to stabilize soils and support future land use.	
	☐	May use a combination of short-term and long-term erosion control measures, such as silt fences, sediment basins, temporary seeding, and permanent vegetation, to minimize soil loss during earthmoving activities and adapt to seasonal conditions, while complying with applicable permit requirements and best management practices.	

Resource Area		Mitigation	Notes
Wastewater			
	☐	Sanitary sewer extension permit from the Minnesota Pollution Control Agency (for collection system expansion).	
	☐	Comp Plan Amendment for Metropolitan Urban Service Area (MUSA),	
Water Appropriation			
	☐	A well permit will be required for each new well. When reviewing a well permit, the DNR also considers environmental impacts, ensuring that water withdrawals will not harm local lakes, streams, wetlands, or ecosystems.	
	☐	If the aquifer is closely connected to sensitive surface waters, special pumping restrictions may be imposed to protect water levels and ecological health.	
Stormwater			
	☐	City ordinance limits post-development stormwater discharge rates to pre-development levels, so on-site facilities such as ponds, infiltration areas, or underground tanks are needed to manage runoff, maintain groundwater recharge, and protect downstream resources. Additionally, compliance with Vermillion River Watershed Joint Power Organization (VRWJPO) rules means integrating detention or infiltration basins and rainwater retention features to treat water quality and ensure post-development runoff rates and volumes remain at or below pre-development conditions.	
	☐	DWSMA Protection: Land use and stormwater BMPs will be designed to minimize contaminant migration in high-vulnerability areas. Compliance with the City's Wellhead Protection Plan and VRWJPO standards will be required.	
	☐	Water Conservation and Reuse: Development will incorporate water-efficient design, reuse systems, and evaluate interconnections with neighboring systems to maintain sustainable supply.	
	☐	As an MS4 city, Empire will comply with the MN Small Municipal Separate Storm Sewer Systems General Permit and maintain a snow and ice management policy to mitigate salt runoff impacts.	

Resource Area		Mitigation	Notes
		Low-salt design solutions including: • The use of permeable pavement to avoid melt water surface pooling. • Strategic roadway design to avoid low spots where vehicles frequently brake (reducing salt accumulation and application). • Orienting roads to take advantage of wind and sun exposure, which helps naturally reduce roadway icing. These measures collectively decrease the need for deicing salt and support overall stormwater and environmental management goals.	
Wetlands			
	☐	The acreage of the impacted wetlands may exceed the threshold for a general permit (0.5-2 acres), requiring an individual permit with the U.S. Army Corps of Engineers, in addition to an MPCA water quality certification and Wetland Conservation Act (WCA) compliance. Additional coordination and mitigation for wetland impacts is expected as development occurs.	
Hazardous Materials			
	☐	Contractors will be encouraged to implement waste diversion strategies such as on-site sorting, recycling of materials like metal and cardboard, and reuse of construction components where feasible.	
	☐	Waste is managed in accordance with Dakota County's current practices.	
	☐	Construction activities that involve the temporary use of fuels, lubricants, solvents, and other chemicals shall be handled in compliance with OSHA and MPCA guidelines to minimize the risk of accidental spills or releases.	
	☐	A Construction Stormwater Pollution Prevention Plan (SWPPP) will be developed and implemented that includes BMP's such as perimeter sediment control, inlet protection, designated fueling	

Resource Area		Mitigation	Notes
		areas, spill response protocols, and prompt soil stabilization. A spill prevention and response plan will also be developed to address accidental releases of hazardous materials during both construction and operation.	
State-Listed Species	☐	Blanding's Turtle The following avoidance measures are required to avoid impacts to Blanding's Turtles: • Avoid wetland and aquatic impacts during hibernation season, between September 15 and April 15, if the area is suitable for hibernation. • Limit erosion and sediment control to wildlife friendly erosion control. • Check bare ground within construction areas for turtles before the use of heavy equipment or any ground disturbance. • Inspect trenches, holes, or depressions prior to starting work each day and immediately prior to filling. • Upon completion, holes and trenches must be filled. • The Blanding's turtle flyer must be given to all contractors working in the area. • Report any sightings using the DNR Plant and Animal Observation Form. • If turtles are in imminent danger, move them by hand out of harm's way; otherwise, they are to be left undisturbed. • Further contact with the MNDNR is required to confirm that the above-mentioned avoidance measures will be implemented or to inform them that they are not feasible.	
	☐	Lark Sparrow If feasible, avoid initial disturbance to grassland areas and tree/shrub removal from May 15 through August 15 to avoid disturbance of nesting birds.	

Resource Area		Mitigation	Notes
	☐	Purple Martin If feasible, avoid tree removal from May through late July to avoid disturbance of nesting birds.	
	☐	Loggerhead Strike Given the potential for this species to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July. Further contact with the MNDNR is required to confirm that the above avoidance measure will be implemented or to inform them that avoidance is not feasible.	
Federally-Listed Species	☐	Northern Long-Eared Bat Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15. Tricolored Bat Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15.	
	☐	Monarch Butterfly The use of native plant species in seed mixes may be used to promote pollinator friendly habitat within the study area. Rusty-Patched Bumble Bee The rusty patched bumble bee may be impacted by a variety of land management activities. Disturbed soils should be reseeded with native species of grasses and forbs using BWSR Seed Mixes or MnDOT Seed Mixes.	

Resource Area		Mitigation	Notes
Tree Removal	☐	To extent feasible, existing trees are to be preserved in areas around the perimeter of the property. Prior to construction, a tree preservation plan will be submitted and reviewed by city staff. Tree replacement will be conducted as recommended by the city.	
Invasive Species	☐	Disturbed areas are reestablished using appropriate native and stabilization seed mixes.	
	☐	Methods to avoid spreading noxious weeds and/or invasive species will be incorporated into project specifications (and/or SWPPP when developed). According to the DNR, some methods to prevent the spread of invasive species during construction include: • Inspecting equipment and removing any visible plant, seeds, mud, dirt clods, and animals when arriving and leaving a site. • Using certified weed-free products such as weed-free seed or hay whenever possible. • Using mulch, soil, gravel, etc., that is free of invasive species whenever possible. Inspecting soil and plant material during planting for signs of invasive species and removing or destroying the invasive species or the plant and associated soil if the invasive species cannot be separated out.	
Historic Properties	☐	Archaeological and/or historic properties surveys may be required in areas of medium to high-probability landforms prior to construction activities within the AUAR Study Area.	
	☐	Any future projects within the AUAR Study Area that include Federal involvement (funding or permits) may require compliance with Section 106 regulations and processes.	
	☐	Any future projects within the AUAR Study Area that involve non-federal public lands and/or state-level funding or permitting may require compliance with Minnesota Field Archaeology Act and Minnesota Historic Sites Act regulations and processes.	

Resource Area		Mitigation	Notes
Visual	☐	Visual mitigation measures such as the use of downward-directed, shielded lighting to reduce glare, incorporation of landscaping and vegetative buffers to soften visual transitions, and application of design standards to ensure cohesive and context-sensitive development.	
Air	☐	The project SWPPP will include provisions to minimize construction-related air impacts from both dust and construction vehicle exhaust. Dust control measures will include but not be limited to project phasing, application of water, use of mulch, and prompt soil stabilization.	
	☐	Construction vehicles are required to have functional noise and emission control systems in good working order. Equipment that lacks noise and emission control measures must be repaired or removed from the site. Developers and contractors shall ensure compliance with this requirement.	
GHG	☐	Mitigation measures can reduce indirect GHG emissions due to energy usage and other activities. These mitigation efforts may include planting native grasses to facilitate carbon uptake, establishing sustainability operations such as encouraging the use of high-efficiency natural gas water heaters to reduce electric and natural gas usage, and encouraging efficient heating, ventilation, and air conditioning systems. The majority of these mitigation efforts will depend on municipal policy and end-user efforts and are therefore not a part of the current project proposal.	
Noise	☐	The site is subject to the State of Minnesota Pollution Control Standards Rule 7030 'Noise Standards.' Noise levels should not exceed 75 dBA.	
Transportation	☐	Mitigation measures are necessary for the Sports Complex and Town Center scenarios in 2030 and 2050. The suggested major 2030 mitigations include the following: • Widening of Highway 3 to four lanes in the study area or studying alternative options to carry the capacity.	

Resource Area		Mitigation	Notes
		• Installation of 2 additional signals • Expansion of the existing roundabout at Highway 3 and 170th Street to 2x1. • Additional turn lanes on approaches to meet capacity needs or increase safety. Future traffic studies should be done when the Sports Center is in the development stages to articulate exact traffic impacts based on a specific design of the site. The major 2050 mitigations for the Sports Complex and Town Center include the following, in addition to the 2030 mitigations: • Widening of Highway 3 and 160th Street to 6-lanes in the study area • Installation of 5 additional signals • Completion of Akron Avenue realignment to Biscayne Avenue to distribute traffic more evenly into and out of the study area • Additional turn lanes on approaches to meet capacity needs or increase safety	
	☐	The City will coordinate with transit partners, including the Metropolitan Council, to evaluate potential transit service expansions for the AUAR area under Scenarios 1 and 2. Options may include fixed-route bus service, park-and-ride facilities, or other multimodal connections to regional transit systems.	

MEMORANDUM

Date: January 13th, 2026

To: Jeff Dunn, Water Resources Engineer - Vermillion River Watershed Joint Powers Organization

From: Jenni Faulkner, Senior Planner Bolton & Menk
Charlie Seipel-Teng Clerk Administrator, City of Empire, MN

Subject: Response to VRWJPO Comments – Empire Final AUAR Updates

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This memo provides a summary of updates made to Empire Final AUAR and Mitigation Plan in response to Vermillion River Watershed Joint Powers Organization (VRWJPO) comments received.

The Empire Final AUAR and Mitigation Plan is a tool used to determine potential environmental impacts of the planned development in the Empire study area and identify mitigation strategies for anticipated impacts.

Updates were made to align with VRWJPO feedback. Below is a summary of changes by section.

Section	VRW Comment	Update Made
10. Land Use A. 3. Zoning	Please update text (example page 17 and 26) in all appropriate locations to include Tributary 5B (only Tributary 5 is noted) as a VRWJPO designated tributary connector. Address usage of quotation marks.	Tributary 5B added to both page 19 and 28. Quotation marks removed.
12. Water Resources	Staff suggests adding text, figures/exhibits, and tables which explain and show the locations of required waterway classifications and associated buffers and wetland buffers since they are an integral part of protecting water resources and are detailed in City of Empire Ordinance 350-C Section 8.	Figure 12 has been updated to clarify the locations of waterways and associated buffers, and wetland buffers, that are identified within the AUAR Study Area. Additionally, Appendix I shows wetland buffers.
Mitigation Plan Water Resources. Stormwater	Remove “Additionally, compliance with Vermillion River Watershed Joint Power	Text has been removed mitigation plan page 88.

	Organization (VRWJPO) rules means integrating detention or infiltration basins and rainwater retention features to treat water quality and ensure post-development runoff rates and volumes remain at or below pre-development conditions."	
14. Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources (Rare Features). D. Stormwater	Remove “Additionally, compliance with Vermillion River Watershed Joint Power Organization (VRWJPO) rules means integrating detention or infiltration basins and rainwater retention features to treat water quality and ensure post-development runoff rates and volumes remain at or below pre-development conditions."	Text has been removed from page 60.

The full AUAR updated document may be found here: Empire_Final-AUAR-Mitigation-Plan-with-Appendices-Jan2026_compressed.pdf Thank you for your interest in ensuring that the Empire AUAR adequately evaluates the environmental impacts of the planned development of the Empire study area.

Please contact jenni.faulkner@bolton-menk.com with any questions or concerns.

January 12, 2026

Charles Seipel-Teng, City Clerk-Administrator
City of Empire
3385 197th Street West
Farmington, MN 55024

RE: City of Empire – Revised Alternative Urban Areawide Review (AUAR) – Northwest Area
Metropolitan Council Review File No. 23085-3
Metropolitan Council District 16

Dear Charles Seipel-Teng:

Metropolitan Council staff completed its review of the October 2025 submission of the City of Empire's Northwest Area Draft AUAR to determine its accuracy and completeness in addressing regional concerns.

The submitted revised AUAR is for a Study Area of 3,293 acres, located in the City's northwestern corner, abutting Rosemount to the north, Farmington to the south, and Lakeville to the west. Three development scenarios are proposed for evaluation: Scenario 1 proposes the development of a sports complex, with low-density, medium-density, high-density, and mixed-density residential, mixed-use, commercial, industrial, and greenway/trail land uses within the AUAR Study Area; Scenario 2 proposes a "town center" which would include the development of low-density residential, medium-density residential, high-density residential, mixed-density residential, mixed-use, commercial, industrial, and greenway/trail land uses within the AUAR Study Area; lastly, Scenario 3 focuses on future land use as outlined in the City of Empire 2040 Comprehensive Plan.

Staff concludes that the revised AUAR is complete and accurate with respect to regional concerns and does not raise major issues of consistency with Council policies. However, staff offers the following comments for your consideration:

Item 10: Land Use – **Parks and Trails** *(Colin Kelly, 651-602-1361)*
Two units of the Regional Parks and Trails System are in the vicinity of the Study Area: Whitetail Woods Regional Park (open to the public) and the Vermillion Highlands Greenway Regional Trail (planned). Both of these units have Metropolitan Council-approved long-range plans, both approved in 2012. The AUAR acknowledges these units of the Regional Parks and Trails System in Section 10. Land Use and in Figure 5b: Recreation Resources. Met Council Parks and Trails staff appreciate Empire clearly depicting Whitetail Woods and Vermillion Highlands Greenway on Figure 5b in response to Council comments.

Council Parks and Trails staff also appreciate that each of the scenarios include greenway/trail land uses within the AUAR Study Area and encourage the City of Empire to coordinate with Dakota County to connect these greenway/trail land uses to Whitetail Woods and/or Vermillion Highlands Greenway, if possible.

Item 10: Land Use - Forecasts *(Todd Graham, 651-602-1322)*
The AUAR identifies three possible scenarios: a mixed use scenario that includes a sports complex; a mixed use scenario that includes a town center; and a default, existing Comprehensive Plan scenario. If the first or second scenario is pursued, this could add considerable new housing, commercial space, and industrial space in this part of Empire. Either Scenario 1 or 2 could exceed the citywide growth forecast for 2050; Met Council would expect a comp plan amendment(s) for land use reguidance and forecast adjustment.

In February 2025, the Council approved a 2050 forecast that includes +510 households growth and +580 jobs growth in Empire. Council staff do not expect that more than a fraction of the Northwest Area land supply will be developed and absorbed within the 2050 horizon. Still, the Council can consider upward adjustments of the forecast. City representatives can contact Met Council Community Development staff to discuss.

Item 10: Land Use *(Patrick Boylan, 651-602-1438)*
The final AUAR will need to further define the "Mixed Use" category if this is used in either scenario and indicate how many acres of "Mixed Use" will be residential or other uses. The City will need to amend the adopted 2040 Future Land Use Map to incorporate the final AUAR.

Item 12: Water Resources – Surface Water Management *(Eric Wojchik, 651-602-1330)*
The AUAR appears to be complete and accurate. The AUAR site is approximately one mile from the Vermillion River, a Minnesota DNR designated trout stream. One Vermillion River Watershed Joint Powers Organization (VRWJPO) designated tributary connector, “Tributary No. 5 to Vermillion River,” is identified within the AUAR Study Area. The AUAR details stormwater treatment practices in line with the Vermillion River Watershed Joint Powers Organization. Council staff requests that the developer implement stormwater practices that would minimize negative impacts on the river.

Item 12: Water Resources– Sanitary Sewers *(Roger Janzig, roger.janzig@metc.state.mn.us)*
The majority of the area included in this AUAR is currently outside the Metropolitan Urban Service Area (MUSA). Before approval of a sanitary sewer extension, the City will need to re-guide the staging from outside the MUSA to within the current 2030 MUSA, including providing the method and means of providing wastewater service through the local wastewater system, through the submittal and authorization of a comprehensive plan amendment.

Item 12: Water Resources - Water Supply *(Lanya Ross, 651-602-1803)*
The AUAR site is currently located within the Rosemount Drinking Water Supply Management Area (DWSMA) and will be served by Empire’s municipal water supply system. The AUAR describes potential water demand and potential contaminants under different scenarios. Council staff request that the developer implement source water protection and water efficiency practices that would minimize negative impacts on the community’s water supplies. This may include working with the Department of Natural Resources on any water appropriation changes needed to meet future water demand.

Item 18: Greenhouse Gas Emissions *(MacKenzie Young Walters, 651-602-1373)*
The discussion on anticipated greenhouse gas emissions is adequate; however, the AUAR would benefit from a more in-depth discussion of mitigation measures. In addition to those listed, the project proposer could consider encouraging developers to utilize solar and EV ready design, especially in the commercial and industrial sections of the development. The project proposer notes that the successful implementation of any mitigation measures will depend in part on municipal policy and therefore they are not being included in the proposal; however, the project

proposer is the municipality and can commit to adopting policies that will require or facilitate the implementation of these measures.

The Council will not take formal action on the revised AUAR. If you have any questions or need further information, please contact Patrick Boylan, Principal Reviewer, at 651-602-1438 or via email at patrick.boylan@metc.state.mn.us.

Sincerely,



Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division
Wendy Wulff, Metropolitan Council District 16
Judy Sventek, Water Resources Manager
Patrick Boylan, Sector Representative/Principal Reviewer
Reviews Coordinator

N:\CommDev\LPA\Communities\Empire\Letters\Empire 2025 Northwest Area Revised AUAR Ok With Comments 23085-3.docx

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Jenni Faulkner, Consulting Planner
RE:	4. Consider Approving Minor Subdivision and Variance Request for Proposed Water Tower Parcel (Resolution No. 2026-1C)

Attachment(s): CC Report.pdf

MEMORANDUM

Date: January 13, 2026

To: City of Empire City Council

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

Item: A variance to lot frontage associated with an application for a Minor Subdivision to create an approximately 3.2 acre parcel from the northwest corner of PID# 120170026013, located in Section 17, Township 114, Range 19, Dakota County, Minnesota.

Action Requested

The City Council is asked to make a determination on the request for a Variance to lot frontage along with an application for a Minor Subdivision. The City Council may approve, approve with conditions, deny, or table the action based on the need for additional information.

Background

The City of Empire is proposing a subdivision of PID# 120170026013 (former apple orchard site owned by Finnegan) to create a new parcel of approximately 3.2 acres from the northwest corner of the existing property. The site is zoned Agricultural (AG) District and is leased to Toro for their research and resting facility. The approved 2025 Toro CUP did not include the 3-acre site designed for the future well and water tower site. The proposed parcel is intended to serve as the site for a municipal water tower and two wells, which are critical to supporting future development in the surrounding area.

The proposed parcel will not have direct street frontage, as required, but will be provided with access to Biscayne Avenue through a permanent access, drainage, and utility easement running east from the proposed parcel, as well as a temporary access easement to the south (existing Toro access road) with access to TH 3. No building rights are being assigned to the new parcel, and City governmental facilities and structures, such as water towers, are permitted uses in the Agricultural (AG) District.

With imminent development anticipated, the parcel will eventually be included in a future plat that will provide required road and street access. Establishing the water tower parcel first ensures that municipal infrastructure is in place to support future development. The proposed use is

consistent with the City's Comprehensive Plan, and the tower will not alter the essential character of the locality. Future development will require a Comprehensive Plan Amendment.

Analysis

Zoning Ordinance

The proposed parcel is zoned as a part of the Agricultural Preservation (AG) District and will not require an amendment to the zoning ordinance. The use also aligns with the City's Comprehensive Plan as the property is guided Agricultural.

Dimensional Standards

The new parcel is proposed to be approximately 3.2 acres, which meets the minimum lot requirements in the AG District of 2.0 acres. However, the proposed parcel does not meet the minimum lot width, abutting road frontage, of 220 feet (Section 5.05. item F., 2.). Due to this, a variance from this section of the Zoning Ordinance is requsted.

	AG District Standard	Existing Lot	Proposed Lot	Remaining Lot
Minimum Lot Area	2.0 acres	136.19 acres	~3.2 acres	~133 acres
Minimum Lot Width	220 feet	~1,425 feet	285.01 feet (no frontage)	~1,425 feet
Minimum Lot Depth	220 feet	~1,047.5 feet	490.01 feet	~1,047.5 feet

Proposed Use

The proposed use for the new parcel is for a municipal water tower and two wells. City governmental facilities and structures, such as a water tower, are permitted uses in the AG District (Section 5.05, item B 12.). The proposed parcel will be served by a permanent and temporary access easement until the property adjacent to it is rezoned, plated, and subdivided. The site was selected based on topography and elevation, which are essential to the efficient and proper functioning of the water tower. Relocating the project to a site with road frontage would not allow the water tower to serve its intended purpose.

Environmental Review

An Alternative Urban Areawide Review (AUAR) was conducted in the Northwest area of the City of Empire, and the proposed parcel is part of the studied area. The AUAR acknowledges the need for municipal facilities (like water towers, wells, and roads) in this area to support future development.

Variance

A variance from Section 5.05, item F.3 of the Zoning Ordinance is being requested. The proposal involves a parcel split that satisfies the minimum lot width requirement for the district; however, the required width does not front a public street or road. Access to the parcel will be provided through both permanent and temporary easements until the adjoining property is rezoned, platted, and subdivided to establish direct street frontage.

In making a determination, the City Council must consider the findings listed in Section 11, B of the Subdivision Ordinance. Suggested findings are included in bold italics, as follows:

1. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property.
   Creating a lot, for future water tower use, is not anticipated to negatively impact public safety, health, or welfare and it is not anticipated to be injurious to other property.

2. The conditions upon which the request for variance is based are generally unique to the property for which the variance is requested and are not applicable generally to other property.
   The conditions leading to this variance request are unique to the proposed parcel. The site sits at the highest elevation in the City of Empire, making it the best location for a municipal water tower to function efficiently and properly. This topographic requirement is not generally applicable to other properties in the City, as most parcels do not provide the necessary elevation to support the tower's intended purpose and are not in the general vicinity of where a water tower is needed.

3. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an unusual hardship to the subdivider or owner would result, as distinguished from a mere inconvenience, if the strict letter of this Ordinance is carried out.
   Because of the parcel's particular topography and elevation, strict enforcement of the frontage requirement would result in unusual hardship. Relocating the water tower to a site with road frontage would prevent the tower from serving its best intended purpose. Additionally, making the parcel larger to have frontage, would result in a loss of use of that land for the owner and current tenant (Toro). This hardship is more than a mere inconvenience as it directly impacts the City's ability to provide adequate water service for future development. Further, the variance to lot frontage is a temporary condition as it is anticipated the lot will have adequate street frontage when the adjacent property is platted.

4. That the special conditions and circumstances causing unusual hardship do not result from actions of the subdivider or owner.
   The special conditions and circumstances causing the hardship are not the result of actions by the subdivider or owner. The need for the variance arises solely from the natural topography and elevation of the land, which dictate the tower's location. Further, required roadway frontage will be provided when adjacent parcels are platted in the future.

5. That unusual hardship includes inadequate direct access to sunlight for solar energy systems.
   The proposed use does not directly impact direct access to sunlight for solar energy systems.

The subdivision ordinance contemplates situations where variance to lot frontage is requested, and states that if the City Council grants a variance for the lack of access to a public road for

lot(s) within the subdivision, the subdivider or owner shall enter into an appropriate agreement(s) with the City. The agreement(s) shall include provisions for private access maintenance and shall be recorded against the affected properties with Dakota County Recorder's Office prior to issuance of a building permit on any lot or parcel within the subdivision.

The city has secured the necessary easement for access to a public street. It will be recorded with the conveyance of the parcel.

Planning Commission Discussion

The Planning Commission held a public hearing on December 2, 2025. The Commission had questions about access to the well and tower site to confirm that, according to the discussion during Toro's CUP, the road access would not use the existing road. The City Engineer, Brad Fisher, stated a new road would be constructed if that access was utilized for construction.

Three members of the public were present, the neighboring residents west of the proposed new parcel, who had questions related to the potential impacts on their private wells, whether the site would be home to a future water treatment, and expressed concern for tree removal of the existing wooded area. The Planning Commission noted that the tree removal item would be addressed when the Site Plan for the Water Tower is officially submitted. Brad Fisher noted the site would not be large enough to house a water treatment plant, and one was not currently planned for the site. The Commission directed staff to review the existing wells to ensure they are not impacted (and would be remedied if they are impacted).

Recommendation

Variance

The Planning Commission recommended approval of the proposed Variance to allow for the creation of a site with no lot frontage, based on consistency with the City's Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan.

Minor Subdivision

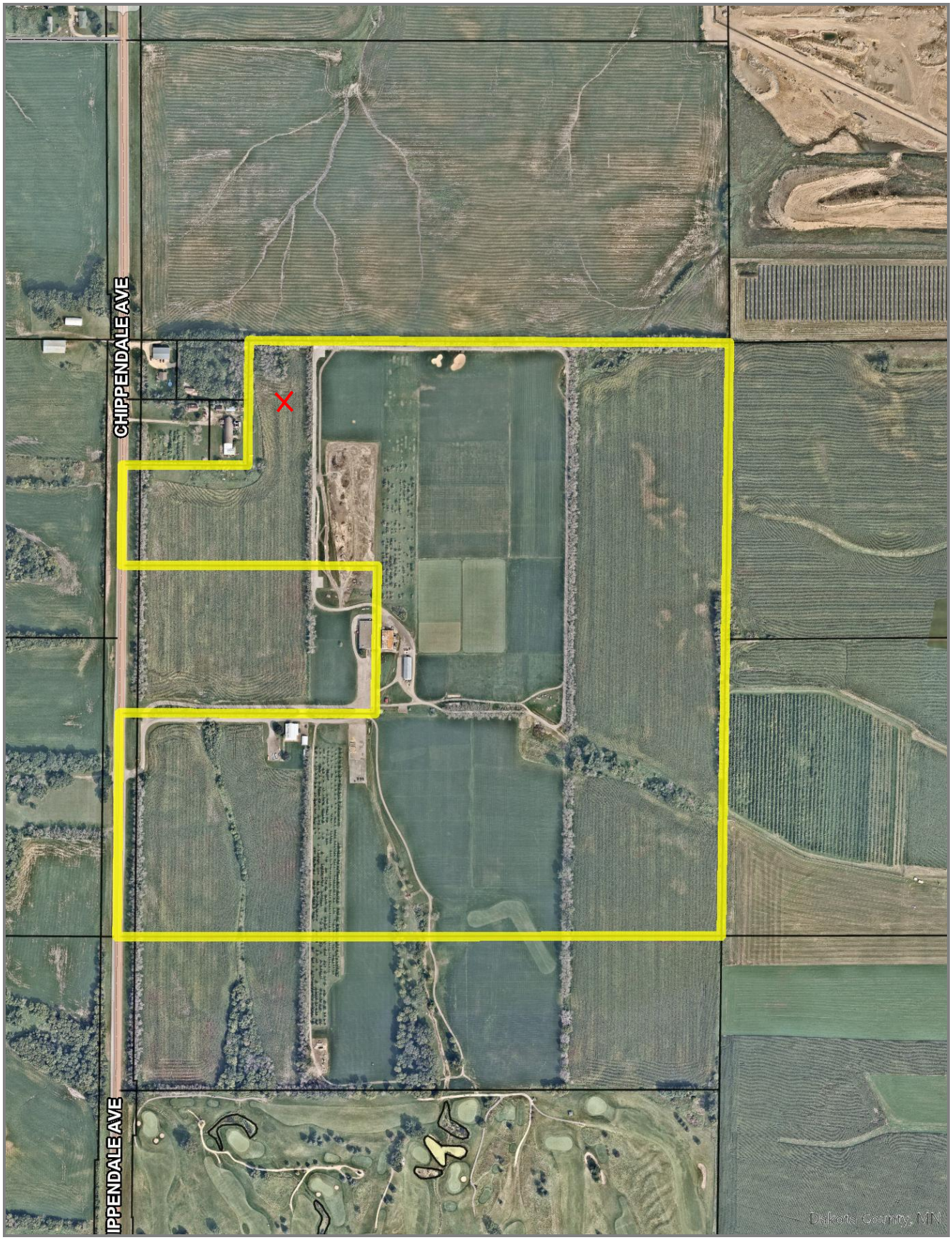
The Planning Commission recommended approval of a proposed Minor Subdivision, with the following condition:

1. The access easement be recorded with the lot conveyance.

Attachments

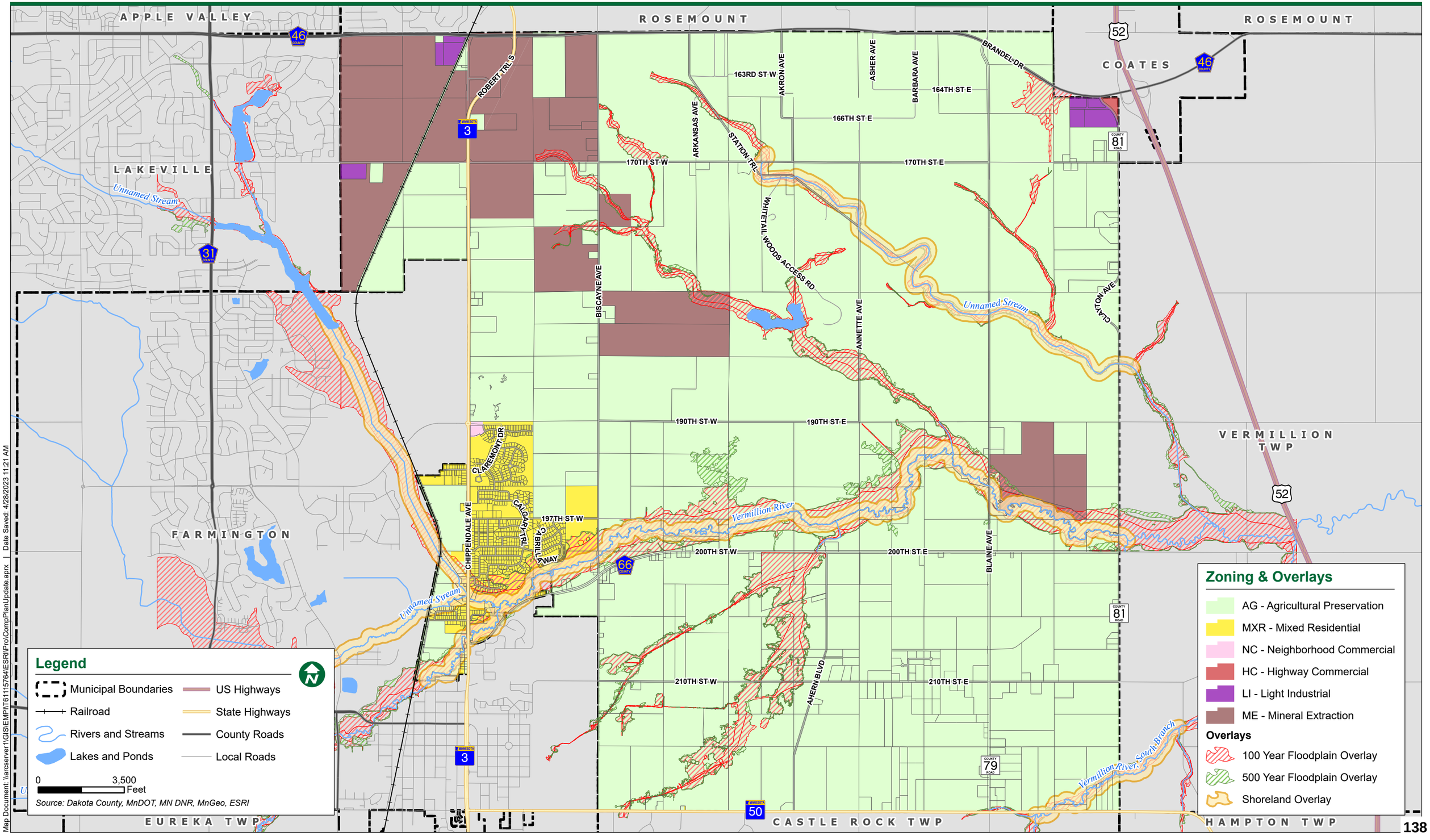
1. Location Map
2. Zoning & Future Land Use Map
3. Draft Resolution
4. Application for Minor Subdivision
5. Application for Variance
6. Future Water Tower Utility Plan Exhibit

Water Tower Site Location



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

Map Scale
1 inch = 600 feet
11/10/2025



Legend

- Municipal Boundaries
- Railroad
- Rivers and Streams
- Lakes and Ponds
- US Highways
- State Highways
- County Roads
- Local Roads

0 3,500 Feet

Source: Dakota County, MnDOT, MN DNR, MnGeo, ESRI

Zoning & Overlays

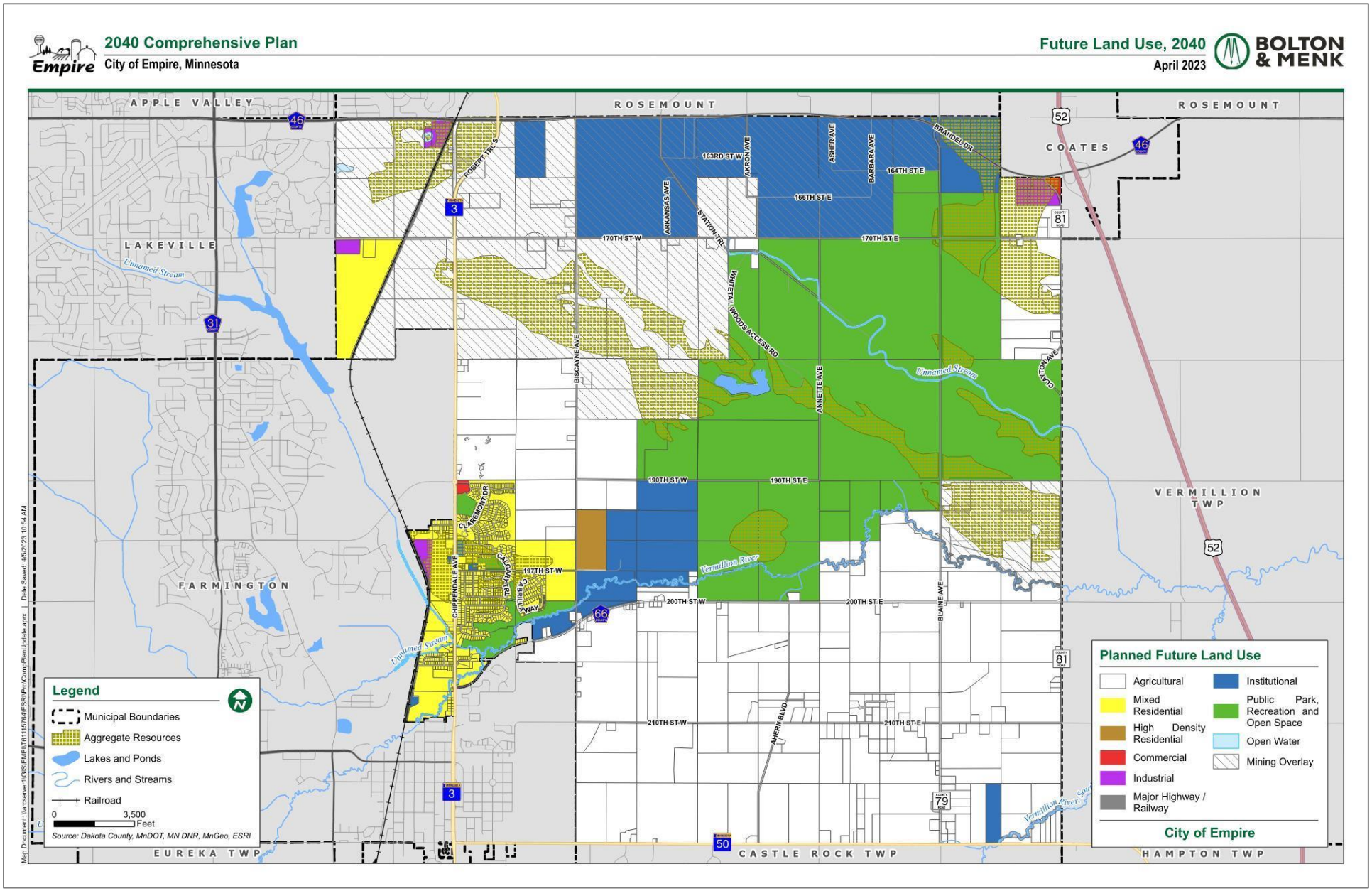
- AG - Agricultural Preservation
- MXR - Mixed Residential
- NC - Neighborhood Commercial
- HC - Highway Commercial
- LI - Light Industrial
- ME - Mineral Extraction

Overlays

- 100 Year Floodplain Overlay
- 500 Year Floodplain Overlay
- Shoreland Overlay

Map Document: \\arcserver1\GIS\EMPIT\61115764\ESRIPro\CompPlanUpdate.aprx | Date Saved: 4/28/2023 11:21 AM

Figure 3: Future Land Use



RESOLUTION 2026-____

CITY OF EMPIRE

A RESOLUTION APPROVING THE VARIANCE TO LOT FRONTAGE ON A STREET WITH AN APPLICATION FOR A MINOR SUBDIVISION

WHEREAS, the City of Empire (the "applicant") has submitted a request for approval of a Minor Subdivision of a former apple orchard site owned by Finnegan (the "owner) as well as a Variance application to a lot frontage of a street on that Minor Subdivision at the following lot to be created:

Legal Description (of newly created lot):

The North 490.00 feet of the East 285.00 feet of the West 835.00 feet of the Northwest Quarter of Section 17, Township 114 North, Range 19 West of the 5th Principal Meridian, Dakota County, Minnesota.

WHEREAS, the subject property is zoned Agriculture Preservation (AG) and guided as Agriculture in the Comprehensive Land Use Plan; and

WHEREAS, the proposed lot is approximately 3.2 acres meeting minimum lot area requirements; and

WHEREAS, the proposed lot lacks the required 220 feet of frontage on a public street; and

WHEREAS, the proposed lot will have access to a public street through an easement; and

WHEREAS, the area surrounding the proposed lot is anticipated to be developed in the near future, in which case, the surrounding property will be subdivided, and adequate frontage can be achieved at that time; and

WHEREAS, notice of public hearing to accept input on the variance request was published on November 14th, 2025 and mailed to property owners within 350 feet of the property; and

WHEREAS, the City of Empire Planning Commission held a public hearing on December 2, 2025 to consider the City application for a variance to lot frontage.

WHEREAS, the City of Empire Planning Commission reviewed the proposed variance to the lot frontage of a street with a minor subdivision request as it relates to the requirements for granting of a variance outlined in City Zoning Ordinance Section 7.03 and recommended the City Council approve the requested variance; and

WHEREAS, the City of Empire City Council, at the regularly scheduled meeting on January 13, 2026, considered the application materials, and the recommendation from the Planning Commission.

WHEREAS, the Planning Commission and City Council make the following findings, as outlined in Section 11, B of the Subdivision Ordinance:

1. The granting of the variance is not anticipated to negatively impact public safety, health, or welfare and it is not anticipated to be injurious to other property.
2. The conditions leading to this variance request are unique to the proposed parcel. The site sits at the highest elevation in the City of Empire, making it the only viable location for a municipal water tower to function properly. This topographic requirement is not generally applicable to other properties in the City, as most parcels do not provide the necessary elevation to support the tower's intended purpose.
3. Because of the parcel's particular topography and elevation, strict enforcement of the frontage requirement would result in unusual hardship. Relocating the water tower to a site with road frontage would prevent the tower from serving its intended purpose. Additionally, making the parcel larger to have frontage, would result in a loss of use of that land for the owner and current tenant (Toro). This hardship is more than a mere inconvenience as it directly impacts the City's ability to efficiently provide adequate water service for future development.
4. The special conditions and circumstances causing the hardship are not the result of actions by the subdivider or owner. The need for the variance arises solely from the natural topography and elevation of the land, which dictate the tower's location. Further, required roadway frontage will be provided when adjacent parcels are platted in the future.
5. The proposed use does not directly impact direct access to sunlight for solar energy; and

WHEREAS, the subdivision ordinance contemplates situations where variance to lot frontage is requested with specific conditions of approval.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EMPIRE, MINNESOTA, as follows:

The City Council hereby approves the minor subdivision and variance request with the following conditions:

1. The easement for access to a public street shall be recorded with the conveyance of the parcel.

Adopted by the City Council of Empire on this 13th day of January 2026.

_____
Melanie Lee, Mayor

ATTEST:

_____
Charles Seipel-Teng, Clerk–Administrator

METES AND BOUNDS SUBDIVISION APPLICATION

City of Empire
Dakota County, Minnesota

Project Name- City of Empire Proposed Water Tower Site

Applicant: City of Empire, MN **Phone: 651-463-4494**

Individual Name **Company Name**

Applicant Address: 3385 197th Street W, Farmington, MN 55024

Owner (If different from applicant): David J. Finnegan & Karen L. Finnegan Trusts

Owner Address: 25251 Chippendale Ave. W, Farmington, MN 55024

E-mail Address: admin@empiremn.gov

Site Address: PID# 120170026013 (Legal Description Attached)

CITY OF EMPIRE
3385 197TH STREET W
FARMINGTON, MN 55024
651-463-4494
admin@empiremn.gov

METES & BOUNDS SUBDIVISION APPLICATION
City of Empire
Dakota County, MN

Project Name City of Empire Proposed Water Tower Site

Legal Description of Property:

Section: 17 Twp:114 Range: 19

Survey(s) attached: YES

Existing Zoning: AG Proposed Zoning Classification: AG

Comprehensive Plan Designation: Agricultural

General Description: (e.g. acreage, number of lots, building rights)

A proposed subdivision of PID# 120170026013, creating one new parcel approximately 3.2 acres in size from the northwest corner of the existing parcel (Exhibit A). The parcel will not have direct street access but will be provided with access to Biscayne Avenue through a permanent access, drainage and utility easement, running to the east from the proposed parcel (Exhibit B) as well as a temporary access easement to the south from the property (Exhibit C). Easement descriptions are attached.

There are no building rights to be assigned to the proposed new parcel. It is proposed to be used for the site of a new municipal water tower and two wells.

At approximately 3.2 acres, the proposed parcel site meets the Minimum Lot Area requirement in the AG District of 2.0 acres.

The proposed parcel does not meet the minimum lot width, abutting road frontage, of 220 feet (Section 5.05. item F., 2.). A variance from this section of the Zoning Ordinance is being applied for. As noted, the proposed parcel will have road access and is anticipated to become part of a future plated subdivision.

Non-refundable Application Fee:	**$250.00**
Consultant Escrow:	**$1,200.00**
Total:	**$1,450.00**

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

Dated: 11/7/25 **Signature of Applicant:** _____

Signature of owner if different from Applicant: _____ Trustee

_____ Trustee

Application and Fee Received: 11/7/25

EXHIBIT A

Legal Description of the Property

The North 201 acres of the West half (W 1/2) of Section 17, Township 114, Range 19, EXCEPT the North 550 feet of the West 550 feet of the Northwest Quarter (NW 1/4) of said Section 17, Dakota County, Minnesota.

EXCEPT

The North 490.00 feet of the East 285.00 feet of the West 835.00 feet of the Northwest Quarter of Section 17, Township 114 North, Range 19 West of the 5th Principal Meridian, Dakota County, Minnesota.

EXHIBIT B

Legal Description of the Permanent Easement Area

A perpetual easement for access, drainage and utility purposes over, under, and across the North 30.00 feet of the Northwest Quarter of Section 17, Township 114 North, Range 19 West of the 5th Principal Meridian, Dakota County, Minnesota. EXCEPT therefrom the West 835.00 feet of said Northwest Quarter.

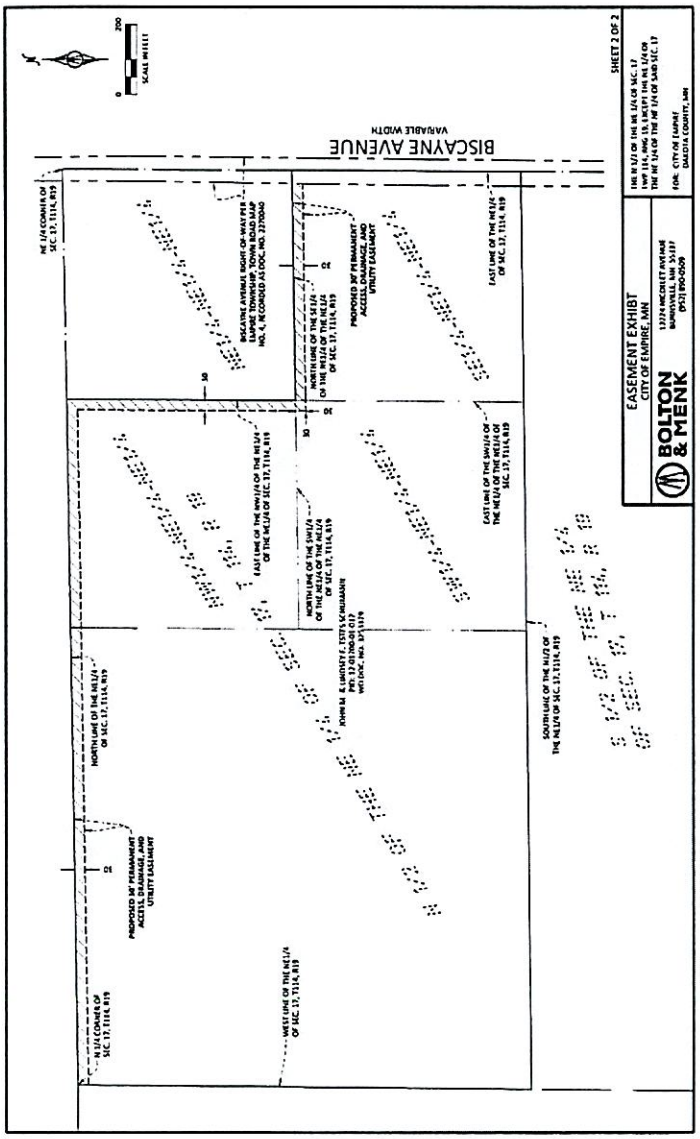


EXHIBIT C

Legal Description of the Temporary Easement Area

A 20.00 foot wide temporary easement for access purposes over, under, and across the Northwest Quarter of Section 17, Township 114 North, Range 19 West of the 5th Principal Meridian, Dakota County, Minnesota. Said easement being 10.00 feet on each side of the following described centerline:

> Beginning at a point 845.00 feet East and 30.00 feet South of the Northwest Corner of said Section 17; thence South 00 degrees 25 minutes 10 seconds West parallel with the West line of said Northwest Quarter, a distance of 1504.75 feet; thence southwesterly, a distance of 91.53 feet, along a tangential curve, concave to the northwest, having a central angle of 34 degrees 57 minutes 40 seconds, and a radius of 150.00 feet; thence South 35 degrees 22 minutes 49 seconds West, tangent to said curve, a distance of 31.37 feet; thence westerly, a distance of 46.46 feet, along a tangential curve, concave to the northwest, having a central angle of 53 minutes 14 seconds 23 seconds, and a radius of 50.00 feet; thence South 88 degrees 37 minutes 13 seconds West, tangent to said curve, a distance of 121.71 feet; thence North 89 degrees 51 minutes 48 seconds West, a distance of 451.93 feet; thence southwesterly, a distance of 131.35 feet, along a tangential curve, concave to the southeast, having a central angle of 90 degrees 40 minutes 20 seconds, and a radius of 83.00 feet; thence South 00 degrees 32 minutes 08 seconds East, tangent to said curve, a distance of 95.75 feet; thence southwesterly, a distance of 59.57 feet, along a tangential curve, concave to the northwest, having a central angle of 60 degrees 56 minutes 45 seconds, and a radius of 56.00 feet to the easterly right-of-way line of Chippendale Avenue (A.K.A. County Road No. 3) and the point of termination of said centerline.

The sidelines of said easement shall be prolonged or shortened to terminate on the south line of the North 30.00 feet of said Northwest Quarter and on the East right-of-way line of said Chippendale Avenue (A.K.A. County Road No. 3).

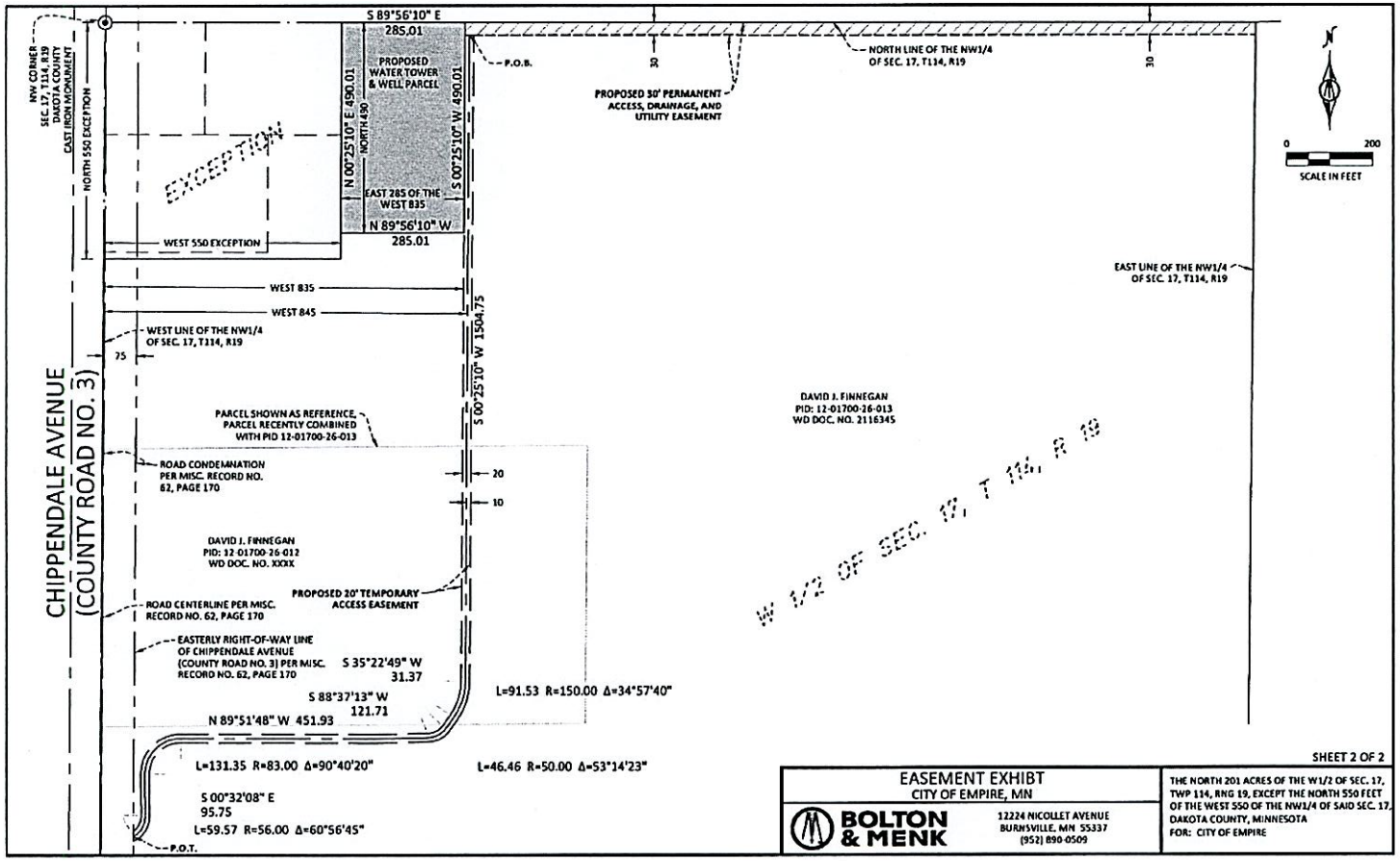

S 89°56'10" E
285.01
P.O.B.
PROPOSED WATER TOWER & WELL PARCEL
N 00°25'10" E 490.01
NORTH 490
S 00°25'10" W 490.01
EAST 285 OF THE WEST 835
N 89°56'10" W
285.01
PROPOSED 30' PERMANENT ACCESS, DRAINAGE, AND UTILITY EASEMENT
NORTH LINE OF THE NW1/4 OF SEC. 17, T114, R19
EAST LINE OF THE NW1/4 OF SEC. 17, T114, R19
NW CORNER SEC. 17, T114, R19 DAKOTA COUNTY CAST IRON MONUMENT
NORTH 550 EXCEPTION
EXCEPTION
WEST 550 EXCEPTION
WEST 835
WEST 845
WEST LINE OF THE NW1/4 OF SEC. 17, T114, R19
S 00°25'10" W 1504.75
CHIPPENDALE AVENUE (COUNTY ROAD NO. 3)
PARCEL SHOWN AS REFERENCE, PARCEL RECENTLY COMBINED WITH PID 12-01700-26-013
ROAD CONDEMNATION PER MISC. RECORD NO. 62, PAGE 170
DAVID J. FINNEGAN PID: 12-01700-26-013 WD DOC. NO. 2116345
DAVID J. FINNEGAN PID: 12-01700-26-012 WD DOC. NO. XXXX
PROPOSED 20' TEMPORARY ACCESS EASEMENT
ROAD CENTERLINE PER MISC. RECORD NO. 62, PAGE 170
EASTERLY RIGHT-OF-WAY LINE OF CHIPPENDALE AVENUE (COUNTY ROAD NO. 3) PER MISC. RECORD NO. 62, PAGE 170
S 35°22'49" W
31.37
S 88°37'13" W
121.71
N 89°51'48" W 451.93
L=91.53 R=150.00 Δ=34°57'40"
L=131.35 R=83.00 Δ=90°40'20"
L=46.46 R=50.00 Δ=53°14'23"
S 00°32'08" E
95.75
L=59.57 R=56.00 Δ=60°56'45"
P.O.T.
W 1/2 OF SEC. 17, T 114, R 19
N
0
200
SCALE IN FEET
SHEET 2 OF 2
EASEMENT EXHIBT
CITY OF EMPIRE, MN
BOLTON & MENK
12224 NICOLLET AVENUE
BURNSVILLE, MN 55337
(952) 890-0509
THE NORTH 201 ACRES OF THE W1/2 OF SEC. 17, TWP 114, RNG 19, EXCEPT THE NORTH 550 FEET OF THE WEST 550 OF THE NW1/4 OF SAID SEC. 17, DAKOTA COUNTY, MINNESOTA
FOR: CITY OF EMPIRE

EXHIBIT A

Legal Description of the Current Property

The North 490.00 feet of the East 285.00 feet of the West 835.00 feet of the Northwest Quarter of Section 17, Township 114 North, Range 19 West of the 5th Principal Meridian, Dakota County, Minnesota.

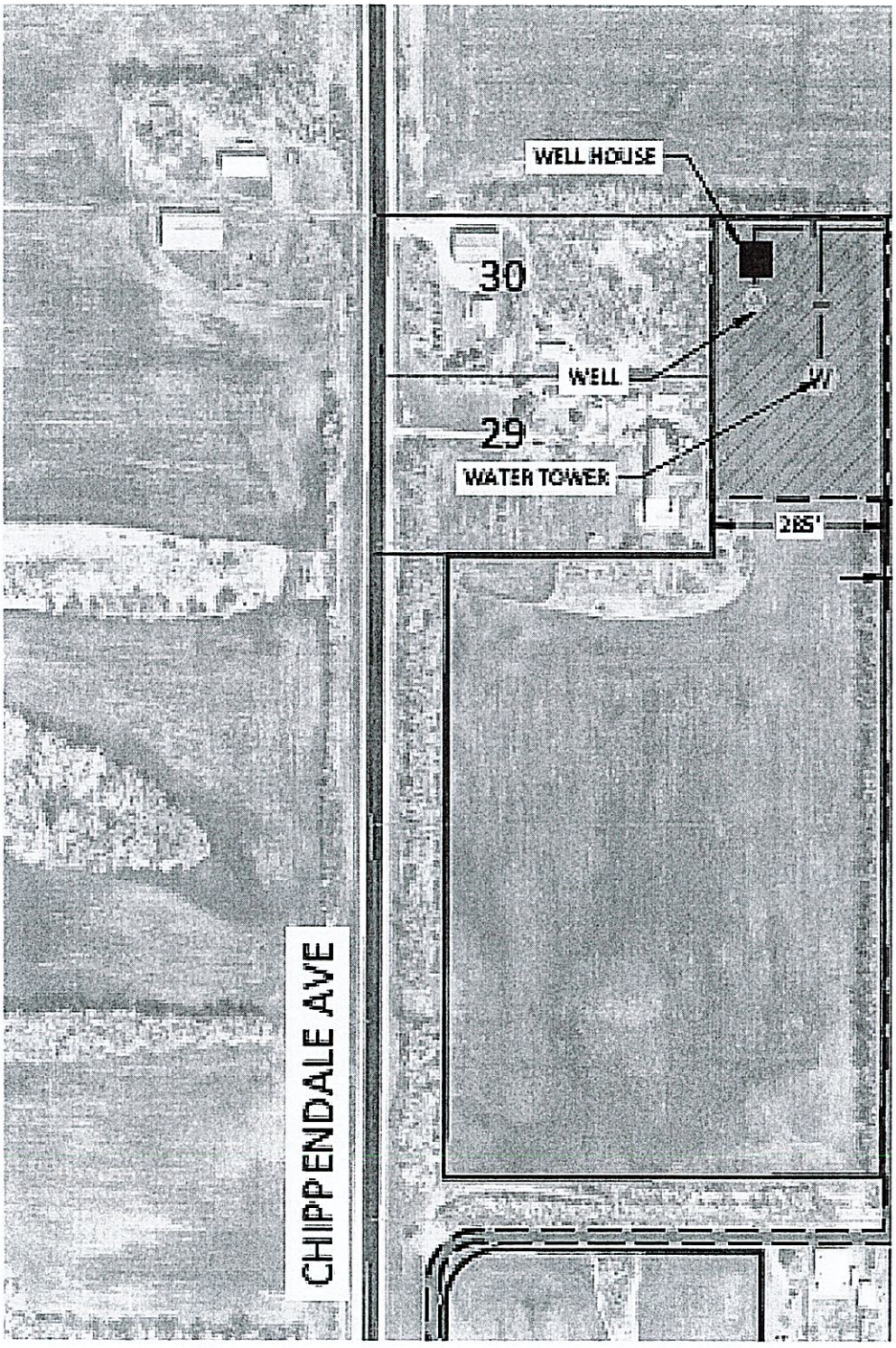
Legal Description of the Proposed Property

The North 201 acres of the West half (W 1/2) of Section 17, Township 114, Range 19, EXCEPT the North 550 feet of the West 550 feet of the Northwest Quarter (NW 1/4) of said Section 17, Dakota County, Minnesota.

EXCEPT

The North 490.00 feet of the East 285.00 feet of the West 835.00 feet of the Northwest Quarter of Section 17, Township 114 North, Range 19 West of the 5th Principal Meridian, Dakota County, Minnesota.

EXHIBIT A-1
Depiction of the Property (in light blue)



VARIANCE APPLICATION
CITY OF EMPIRE
Dakota County, Minnesota

Project Name City of Empire Proposed Water Tower Site

Applicant: City of Empire, MN **Phone: 651-463-4494**
Last Name **First** **MI**

Address: 3385 197th Street W, Farmington, MN 55024

E-mail Address: admin@empiremn.gov

Owner (If different from applicant): David J. Finnegan & Karen L. Finnegan Trusts

CITY OF EMPIRE
3385 197TH STREET W
FARMINGTON, MN 55024
651-463-4494
admin@empiremn.gov

VARIANCE APPLICATION
CITY OF EMPIRE
Dakota County, MN

Project Name City of Empire Proposed Water Tower Site

Legal Description of Property:

Section: 17 Twp: 114 Range: 19

Metes and bounds description attached: YES (Exhibit A)

Lot: _____ Block: _____Addition:_N/A

Existing Zoning: AG

Variance request narrative. ***Include section and item of Zoning Ordinance for which this variance application is being submitted.***
The City of Empire is seeking a variance from Section 5.05, item F, 3 of the Zoning Ordinance. The City is proposing a parcel split that meets the minimum lot width requirement in this district, but the width is not fronting a street or road. The proposed parcel will be served by a permanent and temporary access easement until such time that the property adjacent to it is rezoned, plated, and subdivided.

In considering the Variance request, the City will review all relevant regulations in the City of Empire Zoning Ordinance and evaluate the Variance application with respect to the following criteria found in Section 7.03 of the City Zoning Ordinance. The variance request must demonstrate that strict enforcement of the Zoning Ordinance will cause practical difficulties of the property and when it is demonstrated that a variance would be in harmony with the general purposes of the Zoning Ordinance and is consistent with the City's Comprehensive Plan. "Practical Difficulties" means:

1. **The property in question cannot be used in a reasonable manner under certain requirements of this Ordinance, and**
2. **The plight of the landowner is due to circumstances unique to the property not created by the landowner, and**
3. **The variance, if granted, would not alter the essential character of the locality, and**
4. **Economic considerations alone do not constitute practical difficulties.**

   A practical difficulty also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. No variance shall be granted to declare a substandard lot buildable unless, in addition to meeting the above criteria, the applicant has exhausted all reasonable possibility of combining the lot with an adjacent vacant lot. No variance shall be granted to permit a use which is not allowed in the district in which the land is located.

Please prepare any commentary relevant to each of the above criteria.

The proposed parcel split is for the location of a new water tower and wells that will serve future development in the City of Empire. In evaluation of site location for the proposed water tower, the City had to select a site that would provide the proper topography and elevation to allow the tower to serve its intended function. With topography being the sole reason for the intended purpose of this tower site, the City is limited to property that does not have road frontage. Moving the project to a site that would have road frontage would not permit the City to use the parcel for its intended purpose.

This property is unique in that it is being purchased and subdivided for the purpose of serving future development in parcels that immediately surround it and beyond. With imminent development to follow, this parcel will eventually be included in a plat that will provide road and street access, however this parcel, and the water tower that will be located on it, must come first. As noted, the site of the proposed water tower was dictated by elevation and topography and not created by the current landowner or the City.

The proposed variance is for parcel that will house a structure that is permitted in the AG District. The tower itself will not change the essential character of the locality.

City governmental facilities and structures, such as a water tower, are permitted uses in the AG District (Section 5.05, item B 12.). The variance will not require an amendment to the Zoning Ordinance and the use is consistent with the City's Comprehensive Plan, as this property is guided AG.

Non-refundable Application Fee:	**$250.00**
Consultant Escrow:	**$500.00**
Total:	**$750.00**

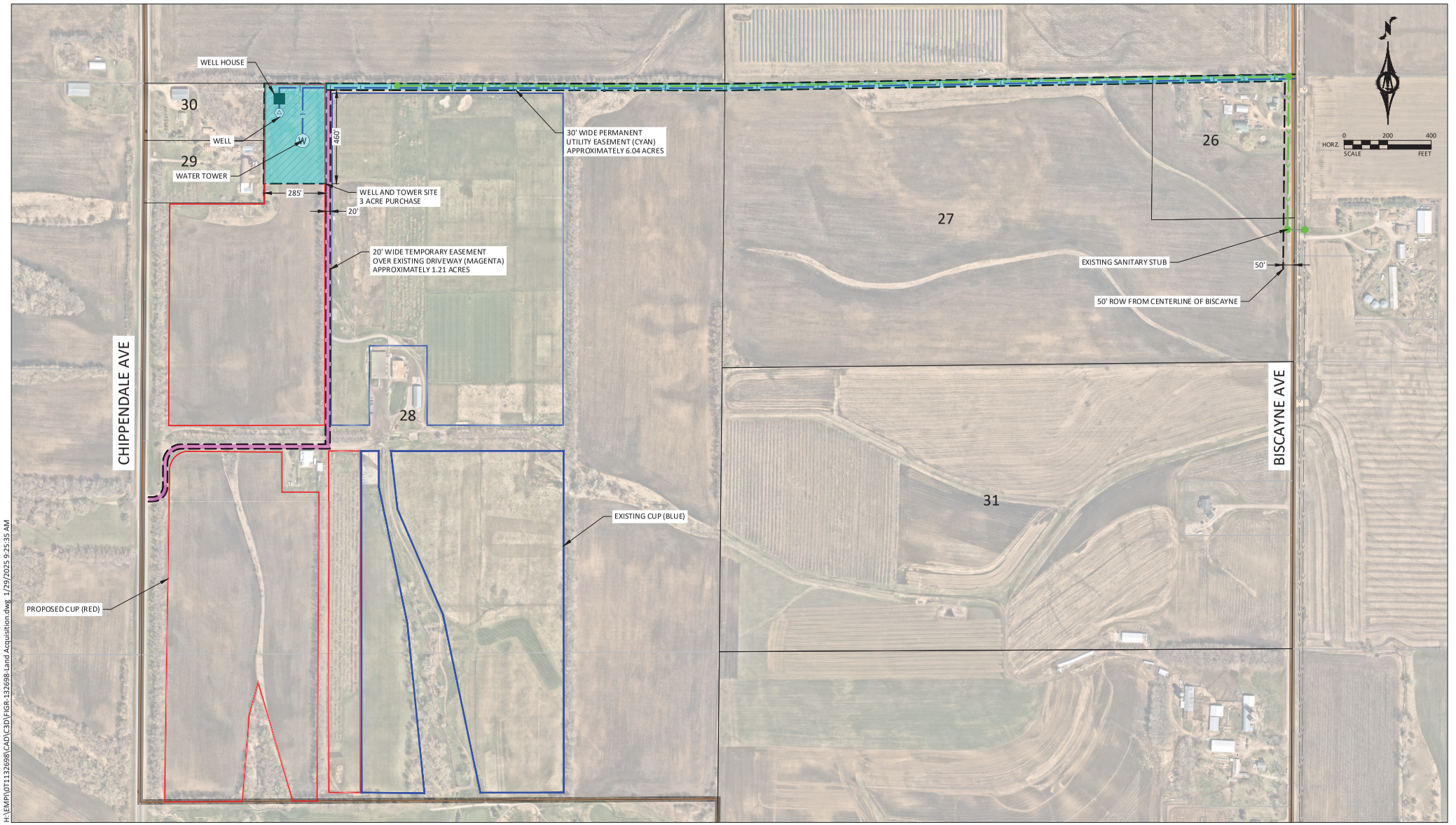
AGREEMENT: I hereby certify that the information contained herein is correct and agree to pay all reasonable costs in excess of the escrow above that are incurred by the City of Empire for professional consultants to review the application.

Dated: 11/7/25 **Signature of Applicant:** _____

Signature of Owner (If different from applicant): David J Kinnegan - Trustee

Karen S Kinnegan - Trustee

Application and Fee Received: 11/7/25



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MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Adopting Ordinance No. 210 (City of Empire Animal Control Ordinance) and its Summary for Publication

The draft ordinance has been reviewed by the Dakota County Sheriff's Office, the City's Planner, and Attorney.
The draft ordinance does the following:
* Clarifies the definition of "At Large Animal"
* Adds definitions for “Dangerous Animal”, “Impound Facility”, and “Under Restraint”
* Changes references from Township to City
* Allows law enforcement to seize animals in an emergency
* Requires reasonable notice to animal owner if an animal is apprehended

Per the Planning Commission's recommendation, language has been added to the definition of "Under Restraint" to exempt dogs being used for hunting on public lands.

A redlined version showing all of the proposed changes from the current ordinance is attached.

Attachment(s): *Draft Ordinance 210.pdf*
210 Animal Ordiannce Summary.doc

ORDINANCE NO. 210~~-B~~

AN ORDINANCE ESTABLISHING ANIMAL CONTROLS IN ~~EMPIRE TOWNSHIP~~THE CITY OF EMPIRE, DAKOTA COUNTY, MINNESOTA

The ~~Board of Supervisors~~City Council of ~~Empire Township~~the City of Empire ordains as follows:

SECTION 1 PURPOSE

The purpose of this Ordinance is to establish regulations for the control of animals to protect the public health, safety, and welfare, and to allow for uniform enforcement of such regulations.

SECTION 2 DEFINITIONS

As used in this Ordinance, unless the context otherwise indicates, the following words shall be defined to mean:

A. Animal: Any mammal, reptile, amphibian, fish, bird (including all fowl and poultry), or other member commonly accepted as a part of the animal kingdom. Animals shall be classified as domestic, farm, and non-domestic.

B. Animal, Domestic: Any animal of a species commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include but not be limited to dogs, cats, caged birds, gerbils, hamsters, guinea pigs, domesticated rabbits, fish, non-poisonous, non-venomous, and non-constricting reptiles or amphibians, and other similar animals.

C. Animal, Farm: Any animal of a species commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include but not be limited to members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, llamas, ostriches, emus, burros, donkeys, and other animals associated with a farm, ranch, or stable.

D. Animal, Non-Domestic: Any animal of a species commonly considered to be naturally wild and not naturally trained or domesticated, or of a species commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:

1. Any member of the large cat family (family felidae), including but not limited to lions, tigers, cougars, bobcats, leopards, and jaguars.

2. Any naturally wild member of the canine family (family canidae) including but not limited to wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.

3. Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.

4. Any member or relative of the rodent family including but not limited to any skunk (whether or not descented), raccoon, squirrel, or ferret, but excluding those members otherwise defined or commonly accepted as domesticated pets.

5. Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including but not limited rattlesnakes, boa constrictors, pit vipers, crocodiles, and alligators.

6. Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this definition, including but not limited to bears, deer, monkeys, and game fish.

E. Animal Control Officer: The person or party authorized by the ~~Township~~ City to enforce this Ordinance.

F. At Large Animal: ~~The condition of an animal when it is off the premises of the owner and not under the custody and control of the owner or other person, either by leash, cord, or chain, or otherwise restrained or confined.~~Any animal that is off the property of its owner and not "under restraint" as herein required.

G. Call Fee:~~.~~ A ~~$50 fee~~ per call fee to investigate a complaint or nuisance defined in this Ordinance.

H. Daily Fee:~~.~~ A fee established by contract per day fee for impounding, feeding, and caring for an animal.

~~H.~~I. Dangerous Animal: Any animal that has without provocation, inflicted substantial bodily harm on a human being while on public or private property; has killed a domestic animal without provocation while off the owner's property; or having been found to be potentially dangerous after the owner has received notice that the animal is potentially dangerous, the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals.

J. Dog: Any member of the canine species, either male or female, commonly accepted as a domesticated household pet, and other domesticated animals of a dog kind.

~~I.~~K. Impound Facility: A place designated by the City or Dakota County Sheriff's Office where suitable arrangements are made for keeping and maintaining any animal, which may be seized or taken into custody by any officer pursuant top Section 5 of this

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ordinance,

~~J.~~L. Impound Fee: ~~-~~ A fee established by contract for the transportation of an animal to the impound facility, registration of the animal, owner contact efforts, and other administrative requirements.

M. Owner, Animal: Any person or persons, firm, association, or corporation owning, keeping, or harboring an animal.

~~K.~~N. Potentially Dangerous Animal: Any animal that when unprovoked, inflicts bites on a human or domestic animal on public or private property; chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the owner's property; has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

O. ~~Township: Empire Township, Dakota County, Minnesota.~~

~~L.~~P. Under Restraint: Controlled by a leash; within the limits of the owner's property, or confined within a vehicle being driven or parked in the street. An animal must be controlled with the use of a leash no longer than six feet (6") while on any public property, including, but not limited to, a street, sidewalk, trail, or park. This leash requirement does not apply while the animal is in an exercise area designated for off leash recreation or for a dog being used for hunting and handled by a licensed hunter on public lands.

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SECTION 3 DOG RESTRAINT AND VACCINATIONS

3.01 Running at Large Prohibited

~~It shall be unlawful for the dog of any person who owns, harbors, or keeps a dog, or the parents or the guardians of any such person under 18 years of age, to run at large. Dogs on a leash and accompanied by a responsible person or accompanied by and under the control and direction of a responsible person so as to be effectively restrained by command as by leash, shall be permitted in streets or on public land unless the Township has posted an area with signs reading "Dogs Prohibited" or similar statement.~~No animal may be at large. All owners or persons in custody or control of an animal shall keep the animal "under restraint" at all times.

3.02 Vaccination

A. All dogs kept harbored, maintained, or transported within the ~~Township~~ City shall be vaccinated at least once every three years by a licensed veterinarian for:

1. Rabies (with a live modified vaccine); and

2. Distemper

B. A certificate of vaccination must be kept, on which is stated the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description, and weight, the type of vaccine, and the veterinarian's signature. Upon demand made by the ~~Township Clerk~~City Clerk-Administrator or animal control officer, the owner shall present for examination the required certificate(s) of vaccination for the animal(s). In cases where certificates are not presented, the owner or keeper of the animal(s) shall have seven days in which to present the certificate(s) to the ~~Township Clerk~~City Clerk-Administrator or animal control officer. Failure to do so shall be deemed a violation of this Section.

SECTION 4 FARM ANIMALS AND NON-DOMESTIC ANIMALS

4.01 Farm animals shall only be permitted in the AG Agricultural Preservation Zoning District described and defined in the ~~Empire Township~~ Zoning Ordinance.

4.02 It shall be illegal for any person to own, possess, harbor, or offer for sale any non-domestic animal within the ~~Township~~ City limits. Any owner of such an animal at the time of adoption of this Ordinance shall have thirty days in which to remove the animal from the ~~Township~~ City after which time the ~~Township~~ City may impound the animal as provided for in this Section. An exception shall be made to this prohibition for animals specifically trained for and actually providing assistance to the handicapped or disabled, and for those animals brought into the ~~Township~~ City as part of an operating zoo, veterinarian clinic, scientific research laboratory, or a licensed show or exhibition.

SECTION 5 IMPOUNDING

5.01 Running at Large

Any animal running at large may be hereby declared a public nuisance. The animal control officer or any law enforcement officer may impound any dog or other animal found running at large to an impound facility and shall give notice of the impounding to the owner of such dog or other animal, if known. In case the owner is unknown, the animal control officer shall post notice at ~~the Town Hall~~City Hall that if the dog or other animal is not claimed within the time specified in Subsection 5.03, it will be sold, removed, or otherwise disposed of. Except as otherwise provided in this Section, it shall be unlawful to kill, destroy, or otherwise cause injury to any domestic animal, including dogs running at large.

5.02 Biting Animals

Any animal that has not been inoculated by a valid rabies vaccine or bears no evidence of such vaccination, and which has bitten any person, wherein the skin has been punctured or the services of a doctor are required, shall be confined in the impound facility for a period of not less than seven days, at the expense of the owner. The animal may be

released at the end of such time if healthy and free from symptoms of rabies, and by the payment of all costs by the owner. If, however, the animal has been inoculated with a live modified rabies vaccine and the owner has proof of the vaccination by a certificate from a licensed veterinarian, the owner may confine the dog or other animal to the owner's property, subject to reclaiming the animal as specified in Subsection 5.03.

5.03 Reclaiming

All animals conveyed to the ~~pound~~ impound facility shall be kept, with humane treatment and sufficient food and water for their comfort, for at least seven days, unless sooner reclaimed by the owners or keepers as provided by this Section, and a determination is made the animal is free from any disease or harmful condition. In the event the owner or keeper shall desire to reclaim the animal from the ~~pound~~impound facility, the following shall be required, unless otherwise provided for in this Ordinance:

A. Payment of a $50 call fee and daily impound fee; and

B. Payment of a daily fee for animal care costs at the impound facility; and

C. Valid certification of vaccination for rabies and distemper shots; and

D. Payment for any veterinarian fees and costs for inspecting or treating biting, dangerous, or diseased animals as defined in this Ordinance.

5.04 Unclaimed Animals

At the expiration of the time established in Subsection 5.03, if the animal has not been reclaimed in accordance with the provisions of this Section, the animal control officer may let any person claim the animal by complying with all provisions in this Section, release the animal to an animal shelter, or cause the animal to be destroyed in a proper and humane manner and shall properly dispose of the remains.

SECTION 6 KENNELS AND BOARDING

6.01 The keeping or boarding of more than three dogs on the same premises, whether owned by the same person or not and for whatever purpose kept, shall constitute a "kennel;" except that a fresh litter of pups born of the dog(s) allowed on the premises may be kept for a period of six months before such keeping shall be deemed to be a kennel. No person may operate a kennel without first obtaining a permit from the ~~Township~~City.

SECTION 7 NUISANCES

7.01 Habitual Barking

It shall be unlawful for any person to keep or harbor a dog or other animal, except farm animals in the AG Agricultural Preservation Zoning District, that habitually barks, howls,

whines or makes other discernible animal noises. Habitual barking, howling, whining, or other discernible animal noises shall be defined as barking, howling whining, or other discernible animal noises for repeated intervals of at least ten minutes with less than one minute of interruption. Such animal noises must also be audible off of the owner's or caretaker's premises.

7.02 Damage to Property

It shall be unlawful for any person's dog or other animal to damage any lawn, garden, or other property, whether or not the owner has knowledge of the damage.

7.03 Cleaning Up Litter

The owner of any animal, or the person having ~~the~~ custody or control of any animal, shall be responsible for cleaning up any feces of the animal whether on their own property, on the property of others, or on public property, and disposing of such feces in a sanitary manner.

7.04 Complaints and Remedies

Complaints for animal nuisances must be registered with the ~~Township Clerk~~City during normal business hours or may be reported directly to the animal control officer. Any person who is found guilty of violations of this section shall be punished by a fine ~~of seventy-five dollars ($75.00)~~ as set in the City's Fee Schedule Ordinance and any animals kept contrary to this Section may be impounded as provided in Section 5.

SECTION 8 SEIZURE OF ANIMALS

The animal control officer or law enforcement officer may enter upon private property and seize any animal provided that the following exist:

8.01 There is an identified complainant other than the animal control officer or law enforcement officer making a contemporaneous complaint about the animal;

8.02 The animal control officer or law enforcement officer reasonably believes that the animal meets either the barking dog criteria set out in Subsection 7.01; or the criteria for an at large animal set out in the definition in Section 2;

8.03 The animal control officer or law enforcement officer can demonstrate that there has been at least one previous complaint of a barking dog, inhumane treatment of the animal, or that the animal was at large at this address on a prior date;

8.04 The animal control officer or law enforcement officer has made a reasonable attempt to contact the owner of the property and those attempts have either failed or have been ignored;

8.05 The seizure will not involve the forced entry into a private residence. Use of a pass key obtained from a property manager, landlord, innkeeper, or other authorized person to have such key shall not be considered unauthorized entry; and

8.06 Written notice of the seizure is left in a conspicuous place if personal contact with the owner of the dog is not possible.

8.07 Upon emergency or life threatening situations to the animals, an animal control officer or law enforcement may seize animals without regard to previous previsions.

SECTION 9 ~~ANIMALS PRESENTING A DANGER TO HEALTH AND SAFETY~~ DANGEROUS ANIMALS

9.01 If, in the reasonable belief of the animal control officer or law enforcement officer, an animal ~~presents an immediate danger to the health and safety of any person, or an animal is threatening imminent harm to any person, or an animal is in the process of attacking any person~~is dangerous, the animal control officer or law enforcement officer may ~~destroy the animal in a proper and humane manner~~. ~~Otherwise the animal control officer or law enforcement officer may~~ ~~apprehend~~ confiscate the animal, per Minnesota law, and deliver it to the impound facility for confinement under Section 5. If the animal is destroyed, all costs of disposal including veterinarian cost must be paid by the owner of the animal. If the animal is found not to be a danger to ~~the~~ health and safety ~~of the Township~~, it may be released to the owner or keeper in accordance with Subsection 5.03.

SECTION 10 DISEASED ANIMALS

10.01 Running at Large

No person shall keep or allow to be kept on his or her premises, or on premises occupied by them, nor permit to run at large in the ~~Township~~City, any animal which is diseased so as to be a danger to the health and safety of the ~~Township~~City, even though the animal be properly licensed under this Section.

10.02 Confinement

Any animal reasonably suspected of being diseased and presenting a threat to the health and safety of the public, may be apprehended and confined in the impound facility by the animal control officer or law enforcement officer, with reasonable notice to the animal owner. The animal control officer shall have a qualified veterinarian examine the animal. If the animal is found to be diseased in such a manner so as to be a danger to the health and safety ~~of the Township~~, the officer shall cause such animal to be destroyed in a proper and humane manner and shall properly dispose of the remains. The owner or keeper of the animal killed under this Section shall be liable for the costs of maintaining and disposing of the animal, plus the costs of any veterinarian examinations.

10.03 Release

The animal shall be released to the owner or keeper, if determined free of disease and public health threat, in accordance with Section 5.03.

SECTION 11 INTERFERENCE WITH OFFICERS

No person shall in any manner molest, hinder, or interfere with the animal control officer or any law enforcement officer to capture dogs or other animals and convey them to the impound facility while engaged in such operation. Nor shall any unauthorized person break open the impound facility, or attempt to do so, or take or attempt to take from animal control officer or any law enforcement officer any animal taken up by him or her in compliance with this Ordinance, or in any other manner to interfere with or hinder such officer in the discharge of his or her duties under this Ordinance.

SECTION 12 VIOLATIONS AND PENALTIES

12.01 Petty Misdemeanor

Unless otherwise provided, violation of this Ordinance shall constitute a petty misdemeanor, and upon conviction thereof, punishable as provided by law.

12.02 Separate Offenses

Each day a violation of this Ordinance is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under this Section.

SECTION 13 VALIDITY

Should any provision of this Ordinance be declared by the courts to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any other part thereof, unless so specified in the judgment. If the courts declare the application of any of the provisions of this Ordinance to any individual, use, property or structure to be invalid, such judgment shall not affect the validity of said application of any provision to any other individual, use, property or structure, unless so specified in the judgment.

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SECTION 14 REPEALS

Ordinance No. 210-B and all prior amendments thereto are hereby repealed. Parts of other ordinances in conflict with this Ordinance to the extent of such conflict and no further, are hereby repealed.

SECTION 15 EFFECTIVE DATE

The effective date of this Ordinance shall be after its passage and publication according to law. ~~Ordinance No. 210-B was adopted by the Town Board this 23rd day of July, 2013~~.

ATTEST: ~~Terry L. Holmes, Chair~~Melanie Lee, Mayor

~~Kathleen B. Krippner, Clerk-Treasurer~~Charles Seipel-Teng, Clerk-Administrator

Summary Published in the ~~*Farmington Independent* on August 1, 2013.~~ Dakota County Tribune on January 23, 2026.

ORDINANCE NO. 210
Summary for Publication
City of Empire

The City Council of the City of Empire adopted *Ordinance No. 210 An Ordinance Establishing Animal Controls* on January 13, 2026.

The ordinance repeals and replaces previous Ordiannce No. 210-B, with changes to the following sections:

Section 2: Defiitions

Amends At Large Animal to "Any animal that is off the property of its owner and not "under restraint" as herein required."

Adds Dangerous Animal: Any animal that has without provocation, inflicted substantial bodily harm on a human being while on public or private property; has killed a domestic animal without provocation while off the owner's property; or having been found to be potentially dangerous after the owner has received notice that the animal is potentially dangerous, the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Adds Impound Facility: A place designated by the City or Dakota County Sheriff's Office where suitable arrangements are made for keeping and maintaining any animal, which may be seized or taken into custody by any officer pursuant top Section 5 of this ordinance.

Adds Potentially Dangerous Animal: Any animal that when unprovoked, inflicts bites on a human or domestic animal on public or private property; chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the owner's property; has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Adds Under Restraint. Controlled by a leash; within the limits of the owner's property, or confined within a vehicle being driven or parked in the street. An animal must be controlled with the use of a leash no longer than six feet (6") while on any public property, including, but not limited to, a street, sidewalk, trail, or park. This leash requirement does not apply while the animal is in an exercise area designated for off leash recreation or a dog used for hunting on public lands.

Section 3, Item 3.01 Reads: No animal may be at large. All owners or persons in custody or control of an animal shall keep the animal "under restraint" at all times.

Section 8, Item 8.07 Is added and reads: Upon emergency or life threatening situations to the animals, an animal control officer or law enforcement may seize animals without regard to previous previsions.

Section 9 refers to Dangerious Animals

A full copy of the adopted ordinance can be found at www.empiremn.gov/ordinances

Charles Seipel-Teng, Clerk-Administrator

This Summary Published in the Dakota County Tribune on 1/23/2026.

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Adopting the Following Ordinances to Grant Nonexclusive Franchises to Operate in City of Empire ROW and their Summaries for Publication; Ordinance No. 2026-1 Minnesota Energy Resources Ordinance No. 2026-2 Dakota Electric Association Ordinance No. 2026-3 Northern States Power Company (Xcel Energy)

Attached are the draft Ordinances that would serve as the Franchise Agreements with Xcel Energy, Dakota Electric, and Minnesota Energy Resources. The agreements are written in a way that would allow the City to collect Franchise Fees through the adoption of a separate ordinance that would identify the fees that need to be collected by the utility.

The Clerk-Administrator and City Attorney have been working the past few weeks with all three utilities to draft agreements that would read and be laid out similarly.

Once the agreements are approved by the City, they then go to the utility to be accepted. Once they are accepted, the City can provide certified notice of its intent to adopt a separate ordinance imposing the fees. The City must provide this notice at least 60 days before the ordinance imposing the fees can be adopted. Once the ordinance imposing the fees is adopted, the utility has up to 90 days to collect and remit franchise fees to the City. Our attorney has advised that this process does not typically take the full 90 days.

The City has now received information on the number of accounts and types from all utilities. The attached calculation notes a $3 flat fee, but the City can work with the utilities before the ordinance imposing the fee is adopted to determine what might be the best rate schedule for this City at this time. The 2026 Budget estimates revenue from franchise fees in the amount of $80,000 in 2026, assuming that fees will not start to be remitted to the City until sometime in Q2.

Update: The Agreement with MN Energy Resources and Dakota Electric have been agreed upon between the City's attorney and the Company. After further negotiations there are items in the Xcel Energy agreement that are different than the other two agreements. Some of these are concessions for Xcel Energy allowing the City to collect ROW permit fees in addition to franchise fees.

These are:

1) Xcel's demand that the City reimburse for any second relocations ordered within 5 years, not 3 years as proposed (Sec. 4.1), and

2) Xcel's request to eliminate language pertaining to the type of reports to be provided (Section 11). The City can meet with the Company annually and request publicly available reports as noted in an email from Erik Simonson (attached). Draft Agreements that show the tracked changes for the final draft agreement as well as a clean version of the agreement are attached.

Attachment(s): *2026-1 MERC- Empire Franchiase Agreement.pdf*
2026-2 Dakota Electric - Empire Franchise Agreement.pdf
2026-3 Xcel Franchise Agreement (Tracked).pdf
2026-3 Xcel Franchise Agreement (Clean).pdf
Fee Calc Estimate.pdf
2026 1-3 (Franchise Ord) Summary.doc
Informaiton on Xcel Energy Reports.pdf

CITY OF EMPIRE
COUNTY OF DAKOTA
STATE OF MINNESOTA

ORDINANCE NO. 2026-1

AN ORDINANCE GRANTING TO MINNESTOA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION MANUFACTURE AND SALE OF GAS ENERGY IN THE CITY OF EMPIRE, MINNESOTA, TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY OF EMPIRE ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Empire, County of Dakota, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by the City or an agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate natural gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

Non-Betterment Costs. Costs incurred by the Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to **Minnesota Energy Resources, 2685 145th St W. Rosemount, MN 55068**.

Notice to the City shall be mailed to Charles Seipel-Teng, City Clerk-Administrator, 3385 197th Street, Farmington, MN 55024. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1. **Grant of Franchise**. The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds of the City, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2. **Effective Date**; **Written Acceptance**. This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, the City Council by resolution may revoke this franchise or seek its enforcement in a court of competent jurisdiction.

2.3. **Service, Rates and Area**. The service to be provided and the rates to be charged by the Company for gas service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide gas service is not subject to the provisions of Minnesota Statutes.

2.4. **Publication Expense**. The Company shall reimburse the City's expense of publication of this Ordinance.

2.5. **Dispute Resolution**. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Dakota County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise**. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new

franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities**. Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise.

3.2. **Street Openings**. The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) the Company gives telephone, email, or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for six months thereafter. All work shall be completed as promptly as weather permits, and if the Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

3.4. **Avoid Damage to Gas Facilities**. The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care in avoiding damage to the Gas Facilities.

3.5. **Notice of Improvements to Streets**. The City will give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Gas

Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice will be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6. **Mapping Information**. The Company must promptly provide complete and accurate mapping information for any of it underground Gas Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100. Any mapping information provided shall only be released or otherwise made public in accordance with applicable law including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

3.7. **Field Locations**. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

SECTION 4. FACILITIES RELOCATION.

4.1. **Relocation in Public Ways**. The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law. The City will give Company reasonable notice of the need to relocate prior to the deadline for such relocation. If a relocation is ordered within three years of a prior relocation of the same Gas Facilities at Company expense, the City shall reimburse the Company for non-betterment costs at a time and material basis, provided that no such reimbursement shall be required if the relocation is to accommodate extension of a City Utility System to a previously unserved area.

4.2. **Relocation in Public Grounds**. Except as provided in Section 4.3 below, the City may require the Company at the Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by the City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law.

4.3. **Projects with Federal Funding**. Relocation, removal, or rearrangement of any Gas Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. In the event of such a relocation, the City shall only reimburse Company for Non-Betterment Costs. The City shall not order the Company to relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a project financially subsidized by the Federal Government or any agency thereof unless the Non-Betterment Costs thereof are paid or reimbursed to the Company.

4.4 **No Waiver**. The Company does not waive any rights obtained by the Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under a state or county permit.

SECTION 5. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Gas Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1. Insurance. The Company is required to maintain Commercial General Liability Insurance on an occurrence basis, or self-insure on an equivalent basis, protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- $2,000,000 – per occurrence
- $4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

6.2. **Indemnity of City**. The Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or intentional misconduct except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work. The City shall not be indemnified for injury or damage resulting from Company's performance in a proper manner of acts Company has reasonably deemed hazardous but which City nevertheless lawfully orders the Company to perform despite having been notified of Company's determination.

6.3. **Defense of City**. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City shall be entitled to assert in any

action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and applicable ordinances consistent with law. Except where required for a City improvement project, the vacation of any Public Way shall not operate to deprive Company of its rights to operate and maintain existing Gas Facilities therein unless the reasonable cost of relocating the same are paid or reimbursed to Company.

SECTION 8. ABANDONED FACILITIES.

The Company may abandon underground Gas Facilities in accordance with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 9. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 10. FRANCHISE FEE.

10.1. **Form**. During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

10.2. **Separate Ordinance**. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least sixty (60) days after written notice enclosing such proposed ordinance has been served upon the Company.

10.3. **Condition of Fee**. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of natural gas energy within the City by any other natural gas energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

10.4. **Collection of Fee**. The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles, and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

10.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

SECTION 11. SERVICE RELIABILITY, INFRASTRUCTURE REPORTING.

The Company and the City shall meet periodically at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company.

SECTION 12. PROVISION OF ORDINANCE.

12.1. **Severability**. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2. **Limitation on Applicability**. This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 13. AMENDMENT PROCEDURE.

Either Party to this Ordinance may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Manager within 60 days after the effective date of the amendatory ordinance. This amendatory procedure is subject, however, to the City's police

power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 14. EFFECTIVE DATE. This Ordinance supersedes and replaces all previous natural gas franchises granted to the Company.

This Ordinance becomes effective from and after its passage and publication and written acceptance provided by the Company.

Adopted this 13th day of January, 2026.

ATTEST:

_____

Melanie Lee, Mayor

_____

Charles Seipel-Teng, Clerk-Administrator

Summary Published in the Dakota County Tribune on January 23, 2026.

CITY OF EMPIRE
COUNTY OF DAKOTA
STATE OF MINNESOTA

ORDINANCE NO. 2026-2

AN ORDINANCE GRANTING TO DAKOTA ELECTRIC ASSOCIATION, A MINNESOTA COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF EMPIRE, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY OF EMPIRE ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Empire, County of Dakota, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by the City or an agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

Company. Dakota Electric Association, a Minnesota cooperative, its successors and assigns including all successors or assigns that own or operate any part or parts of the Electric Facilities subject to this franchise.

Electric Facilities. Electric transmission and distribution towers, poles, lines guylines, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Non-Betterment Costs. Costs incurred by the Company from relocation, removal or rearrangement of Electric Facilities that do not result in an improvement to the Electric Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to Regulatory Services, 4300 220th Street West, Farmington, MN, 55024. Notice to the City shall be mailed to Charles Seipel-Teng, City Clerk-Administrator, 3385 197th Street,

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Farmington, MN 55024. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1. **Grant of Franchise**. The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, transmit, generate, and sell electricity for light, heat, and power for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of the City, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.

2.2. **Effective Date:; Written Acceptance**. This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, this Ordinance shall not be effective and the City Council by resolution may revoke this franchise.

2.3. **Service, Rates and Area**. The service to be provided and the rates to be charged by the Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B. 37 - .40.

2.4. **Publication Expense**. The Company shall reimburse the City's expense of publication of this Ordinance.

2.5. **Dispute Resolution**. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall send Notice to the other party of the default and the desired remedy. The Notice shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 90 days after the Notice, either party may commence an action in Dakota County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise**. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the

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other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities**. Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise.

3.2. **Street Openings**. The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone, email, or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for two years thereafter. All work shall be completed as promptly as weather permits, and if the Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

3.4. **Shared Use of Poles**. The Company shall make space available on its poles or towers, at no cost and on other terms and conditions acceptable to Company, for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost actually incurred by the Company because of such use by City. Any facilities shall be installed and maintained in accordance with applicable law.

3.5. **Avoid Damage to Electric Facilities**. The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when

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the City performs work near the Electric Facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care in avoiding damage to the Electric Facilities.

3.6. **Notice of Improvements to Streets**. The City will give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The Notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The Notice will be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Electric Facilities the Company deems necessary.

3.7. **Mapping Information**. The Company must promptly provide complete and accurate mapping information for any of its underground Electric Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100. Any mapping information provided shall only be released or otherwise made public in accordance with applicable law including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

3.8. **Field Locations**. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

SECTION 4. FACILITIES RELOCATION.

4.1. **Relocation in Public Ways**. The Company and the City shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law. The City will give Company reasonable Notice of the need to relocate prior to the deadline for such relocation. If a relocation is ordered within three years of a prior relocation of the same Electric Facilities at Company expense, the City shall reimburse the Company for Non-Betterment Costs on a time and material basis, provided that no such reimbursement shall be required if the relocation is to accommodate extension of a City Utility System to a previously unserved area. The City will cooperate with Company in identifying an alternate location in a Public Way in proximity to the Electric Facilities being relocated in order to facility Company's continuation of service in the aera.

4.2. **Relocation in Public Grounds**. Except as provided in Section 4.3 below, the City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law. The City will give Company reasonable Notice of the need to relocate prior to the deadline for such relocation. The City will cooperate with Company in identifying an alternate location in Public Grounds in proximity to the Electric Facilities being relocated in order to facility Company's continuation of service in the aera.

4.3. **Projects with Federal Funding**. Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. In the event of such a relocation, the City shall only reimburse Company

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for Non-Betterment Costs. The City shall not order the Company to relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a project financially subsidized by the Federal Government or any agency thereof unless the Non-Betterment Costs thereof are paid or reimbursed to the Company.

4.4 **No Waiver**. The Company does not waive any rights obtained by the Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under a state or county permit.

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Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

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6.1. Insurance. The Company is required to maintain Commercial General Liability Insurance on an occurrence basis, or self-insure on an equivalent basis, protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- $1,500,000 – per occurrence
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The City must be endorsed as an Additional Insured

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

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which City nevertheless lawfully orders the Company to perform despite having been notified of Company's determination.

6.3. **Defense of City**. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such Notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. **VACATION OF PUBLIC WAYS**.

The City shall give the Company at least two weeks prior written Notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and other applicable law and applicable ordinances consistent with law. Except where required for a City improvement project, the vacation of any Public Way shall not operate to deprive Company of its rights to operate and maintain existing Electric Facilities therein unless the reasonable costs of relocating the same are paid or reimbursed to Company.

SECTION 8. ABANDONED FACILITIES.

The Company may abandon underground Electric Facilities in accordance with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, other applicable law as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 9. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

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10.1. **Form**. During the term of the franchise hereby granted, , the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service

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may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

10.2. **Separate Ordinance**. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least sixty (60) days after written Notice enclosing such proposed ordinance has been served upon the Company by certified mail and in compliance with the Company's Commission notice requirements. Under no circumstance shall the franchise fee become effective prior to the effective date of the franchise agreement ordinance.

10.3. **Condition of Fee**. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy supplies within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

10.4. **Collection of Fee**. The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles, and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

10.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon or until this Ordinance expires or is terminated as provided in section 2.6 above.

SECTION 11. SERVICE RELIABILITY, INFRASTRUCTURE REPORTING.

The Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year and infrastructure plans for the coming year and other matters raised by the City or the Company. Upon request, the Company shall produce reports regarding its service record in the City including municipal pumping station and general customer outage data for the previous year.

SECTION 12. PROVISION OF ORDINANCE.

12.1. **Severability**. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it

PUBLIC: Approved for public release. No restrictions on distribution

shall not affect any other section, provision or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2. **Limitation on Applicability**. This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

12.3**. Amendment Procedure.**

Either Party to this Ordinance may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Manager within 60 days after the effective date of the amendatory ordinance. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 14. PRIOR AGREEMENTS. This Ordnance supersedes and replaces and previous electric franchise granted to the Company.

This Ordinance becomes effective from and after its passage and publication and written acceptance provided by the Company to the City as set forth in Section 2.2.

Adopted this 13th day of January, 2026.

ATTEST:

_____

Melanie Lee, Mayor

_____

Charles Seipel-Teng, Clerk-Administrator

Summary Published in the Dakota County Tribune on January 23, 2026.

PUBLIC: Approved for public release. No restrictions on distribution

CITY OF EMPIRE
COUNTY OF DAKOTA
STATE OF MINNESOTA

ORDINANCE NO. 2026-3

AN ORDINANCE GRANTING TO NORTERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF EMPIRE, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY OF EMPIRE ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Empire, County of Dakota, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by the City or an agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

Company. Northern States Power Company, its successors and assigns including all successors or assigns that own or operate any part or parts of the Electric Facilities subject to this franchise.

Electric Facilities. Electric transmission and distribution towers, poles, lines guylines, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Non-Betterment Costs. Costs incurred by the Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Electric Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to Charles Seipel-Teng, City Clerk-Administrator, 3385 197th Street,

Farmington, MN 55024. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

Section 2. ADOPTION OF FRANCHISE.

2.1. **Grant of Franchise**. The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for light, heat, and power for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of the City, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2. **Effective Date:; Written Acceptance**. This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, the City Council by resolution may revoke this franchise or seek its enforcement in a court of competent jurisdiction.

2.3. **Service, Rates and Area**. The service to be provided and the rates to be charged by the Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B. 37 - .40.

2.4. **Publication Expense**. The Company shall reimburse the City's expense of publication of this Ordinance.

2.5. **Dispute Resolution**. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Dakota County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise**. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the

other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

Section 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities**. Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise.

3.2. **Street Openings**. The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone, email, or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for one year thereafter. All work shall be completed as promptly as weather permits, and if the Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

3.4. **Shared Use of Poles**. The Company shall make space available on its poles or towers, at no cost and on other terms and conditions acceptable to Company, for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost actually incurred by the Company because of such use by City. Any facilities shall be installed and maintained in accordance with applicable law.

3.5. **Avoid Damage to Electric Facilities**. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care in avoiding damage to the Electric Facilities.

3.6. **Notice of Improvements to Streets**. The City will give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice will be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Electric Facilities the Company deems necessary.

3.7. **Mapping Information**. The Company must promptly provide complete mapping information for any of it underground Electric Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100. Any mapping information provided shall only be released or otherwise made public in accordance with applicable law including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

3.8. **Field Locations**. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

Section 4. FACILITIES RELOCATION.

4.1. **Relocation in Public Ways**. The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law. The City will give Company reasonable notice of the need to relocate prior to the deadline for such relocation. If a relocation is ordered within four years of a prior relocation of the same Electric Facilities at Company expense, the City shall reimburse the Company for non-betterment costs no a time and material basis, provided that no such reimbursement shall be required if the relocation is to accommodate extension of a City Utility System to a previously unserved area.

Commented [JS1]: Note to City: The Company requires 5 years in light of agreeing to be silent on the permit fee issue.

4.2. **Relocation in Public Grounds**. Except as provided in Section 4.3 below, the City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law.

4.3. **Projects with Federal Funding**. Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. In the event of such a relocation, the City shall only reimburse Company for Non-Betterment Costs. The City shall not order the Company to relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a project financially subsidized by the Federal Government or any agency thereof unless the Non-Betterment Costs thereof are paid or reimbursed to the Company.

4.4 **No Waiver**. The Company does not waive any rights obtained by the Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under a state or county permit.

SECTION 5. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1. Insurance. The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- $2,000,000 – per occurrence
- $4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

6.2. **Indemnity of City**. The Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or intentional misconduct except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work. The City shall not be indemnified for injury or damage resulting from Company's performance in a proper manner of acts Company has reasonably deemed hazardous but which City nevertheless lawfully orders the Company to perform despite having been notified of Company's determination.

6.3. **Defense of City**. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the

City. The Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and applicable ordinances consistent with law. Except where required for a City improvement project, the vacation of any Public Way shall not operate to deprive Company of its rights to operate and maintain existing Electric Facilities therein unless the reasonable cost of relocating the same are paid or reimbursed to Company.

SECTION 8. ABANDONED FACILITIES.

The Company may abandon underground Electric Facilities in accordance with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall produce records describing the exact location of all abandoned and retired Facilities if the Company maintains them, and in the format in which they are maintained at the time of City request, at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 9. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 10. FRANCHISE FEE.

10.1. **Form**. During the term of the franchise hereby granted, ~~and in lieu of permit fees being imposed or that City has a right to impose~~ ~~and in addition to permit fees being imposed or that the City has a right to impose~~, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer or on some other similar basis, or (iii) a another form of fee as agreed upon by the parties. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City.

Commented [JS2]: Note to City: The edits to 10.1 are acceptable.

10.2. **Separate Ordinance**. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council. The fee shall not become effective until the beginning of a Company billing month at least 60 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes

Commented [JS3]: Note to City: The edits to 10.2 are acceptable.

between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. ~~, which ordinance shall not be adopted until at least sixty (60) days after written notice enclosing such proposed ordinance has been served upon the Company by certified mail and in compliance with the Company's Commission notice requirements.~~ Under no circumstance shall the franchise fee become effective prior to the effective date of the franchise agreement ordinance.

10.3. **Condition of Fee**. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

10.4. **Collection of Fee**. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 10. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

10.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon subject to the franchise expiration as provided in section 2.6 above.

SECTION 11. SERVICE RELIABILITY, INFRASTRUCTURE REPORTING.

The Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company. ~~Upon request,~~ At least 10 days prior to the annual meeting, ~~the Company shall~~ provide ~~to the City a~~ produce reports regarding its service record in the City including municipal pumping station and general customer outage data for the previous year. ~~The report may be provided in the format maintained in the regular course by the Company. The City may request an updated report once per year to be provided approximately 6 months after the annual meeting.~~

Commented [JS4]: Note to City: Please see Erik Simonson's email dated 1/6/26 for additional information regarding the reasoning for this deletion.

SECTION 12. PROVISION OF ORDINANCE.

12.1. **Severability**. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2. **Limitation on Applicability**. This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 13. Amendment Procedure.

Either Party to this Ordinance may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Manager within 60 days after the effective date of the amendatory ordinance. Neither party waives any rights hereby.

SECTION 14. Effective Date. This Ordinance supersedes and replaces any previous electric franchise granted to the Company.

This Ordinance becomes effective from and after its passage and publication and

written acceptance provided by the Company.

Adopted this 13th day of January 2026.

ATTEST:

_____

Melanie Lee, Mayor

_____

Charles Seipel-Teng, Clerk-Administrator

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Summary Published in the Dakota County Tribune on January 23, 2026.

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CITY OF EMPIRE
COUNTY OF DAKOTA
STATE OF MINNESOTA

ORDINANCE NO. 2026-3

AN ORDINANCE GRANTING TO NORTERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF EMPIRE, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY OF EMPIRE ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

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Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

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Electric Facilities. Electric transmission and distribution towers, poles, lines guylines, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Non-Betterment Costs. Costs incurred by the Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Electric Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to Charles Seipel-Teng, City Clerk-Administrator, 3385 197th Street,

Farmington, MN 55024. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1. **Grant of Franchise**. The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for light, heat, and power for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of the City, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2. **Effective Date:; Written Acceptance**. This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, the City Council by resolution may revoke this franchise or seek its enforcement in a court of competent jurisdiction.

2.3. **Service, Rates and Area**. The service to be provided and the rates to be charged by the Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B. 37 - .40.

2.4. **Publication Expense**. The Company shall reimburse the City's expense of publication of this Ordinance.

2.5. **Dispute Resolution**. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Dakota County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise**. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the

other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1. **Location of Facilities**. Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise.

3.2. **Street Openings**. The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone, email, or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.3. **Restoration** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for one year thereafter. All work shall be completed as promptly as weather permits, and if the Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

3.4. **Shared Use of Poles**. The Company shall make space available on its poles or towers, at no cost and on other terms and conditions acceptable to Company, for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost actually incurred by the Company because of such use by City. Any facilities shall be installed and maintained in accordance with applicable law.

3.5. **Avoid Damage to Electric Facilities**. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care in avoiding damage to the Electric Facilities.

3.6. **Notice of Improvements to Streets**. The City will give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice will be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Electric Facilities the Company deems necessary.

3.7. **Mapping Information**. The Company must promptly provide complete mapping information for any of it underground Electric Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100. Any mapping information provided shall only be released or otherwise made public in accordance with applicable law including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

3.8. **Field Locations**. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

SECTION 4. FACILITIES RELOCATION.

4.1. **Relocation in Public Ways**. The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law. The City will give Company reasonable notice of the need to relocate prior to the deadline for such relocation. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities at Company expense, the City shall reimburse the Company for non-betterment costs no a time and material basis, provided that no such reimbursement shall be required if the relocation is to accommodate extension of a City Utility System to a previously unserved area.

4.2. **Relocation in Public Grounds**. Except as provided in Section 4.3 below, the City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law.

4.3. **Projects with Federal Funding**. Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. In the event of such a relocation, the City shall only reimburse Company for Non-Betterment Costs. The City shall not order the Company to relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a project financially subsidized by the Federal Government or any agency thereof unless the Non-Betterment Costs thereof are paid or reimbursed to the Company.

4.4 **No Waiver**. The Company does not waive any rights obtained by the Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under a state or county permit.

SECTION 5. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1. Insurance. The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- $2,000,000 – per occurrence
- $4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

6.2. **Indemnity of City**. The Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or intentional misconduct except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work. The City shall not be indemnified for injury or damage resulting from Company's performance in a proper manner of acts Company has reasonably deemed hazardous but which City nevertheless lawfully orders the Company to perform despite having been notified of Company's determination.

6.3. **Defense of City**. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the

City. The Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and applicable ordinances consistent with law. Except where required for a City improvement project, the vacation of any Public Way shall not operate to deprive Company of its rights to operate and maintain existing Electric Facilities therein unless the reasonable cost of relocating the same are paid or reimbursed to Company.

SECTION 8. ABANDONED FACILITIES.

The Company may abandon underground Electric Facilities in accordance with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall produce records describing the exact location of all abandoned and retired Facilities if the Company maintains them, and in the format in which they are maintained at the time of City request, at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 9. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 10. FRANCHISE FEE.

10.1. **Form**. During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer or on some other similar basis, or (iii) a another form of fee as agreed upon by the parties. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City.

10.2. **Separate Ordinance**. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council. The fee shall not become effective until the beginning of a Company billing month at least 60 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate

ordinance. Under no circumstance shall the franchise fee become effective prior to the effective date of the franchise agreement ordinance.

10.3. **Condition of Fee**. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

10.4. **Collection of Fee**. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 10. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

10.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon subject to the franchise expiration as provided in section 2.6 above.

SECTION 11. SERVICE RELIABILITY, INFRASTRUCTURE REPORTING.

The Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company.

SECTION 12. PROVISION OF ORDINANCE.

12.1. **Severability**. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2. **Limitation on Applicability**. This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 13. AMENDMENT PROCEDURE.

Either Party to this Ordinance may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Manager within 60 days after the effective date of the amendatory ordinance. Neither party waives any rights hereby.

SECTION 14. EFFECTIVE DATE. This Ordinance supersedes and replaces any previous electric franchise granted to the Company.

This Ordinance becomes effective from and after its passage and publication and written acceptance provided by the Company.

Adopted this 13th day of January 2026.

ATTEST:

_____
Melanie Lee, Mayor

_____
Charles Seipel-Teng, Clerk-Administrator

Summary Published in the Dakota County Tribune on January 23, 2026.

EMPIRE (PROPOSED) at 3.00 Per Connection

MN Energy Resources		Fee
Residential	2616	$7,848.00
Commercial	247	$741.00
AG	1	$3.00
Per Month	**2864**	**$8,592.00**
Per Year		**$103,104.00**

Dakota Electric		
Residential	190	$570.00
Commercial	32	$96.00
AG	10	$30.00
Per Month	**232**	**$696.00**
Per Year		**$8,352.00**

Xcel Energy		
Residential	900	$2,700.00
Commercial	50	$150.00
AG		$0.00
Per Month	**950**	**$2,850.00**
Per Year		**$34,200.00**

Total Per Month	**$12,138.00**
Total Per Year	**$145,656.00**

ORDINANCE NO. 2026-1
Summary for Publication
City of Empire

The City Council of the City of Empire adopted *Ordinance No. 2026-1, Granting Minnesota Energy Resources a Non- Exclusive Franchise to Construct, Operate, Repair and Maintain in the City ROW an Electric Distribution System* on January 13, 2026, and approved this summary for publication. Ordinance No. 2026-1 includes several sections, which are summarized as follows:

SECTION 1 Definitions

SECTION 2 Adoption of Franchise
This section grants a franchise for a period of 20 years.

SECTION 3 Location, Other Regulations
This section describes the location of facilities, street openings, restoration, notice of street improvements.

SECTION 4 Facilities Relocation
This section describes the process for relocating utilities in public ROW, public grounds, and projects with federal funding

SECTION 5 Tree Trimming

SECTION 6 Insurance and Indemnification
This section outlines insurance requirements for work in the City ROW.

SECTION 7 Vacation of Public Ways
This section describes the process for city ROW vacation.

SECTION 8 Abandoned Facilities

SECTION 9 Change in Form of Government

SECTION 10 Franchise Fee
This section allows the City to impose a franchise fee by separate ordinance to be collected on customer billings and payable to the City quarterly.

SECTION 11 Service Reliability, Infrastructure Reporting

SECTION 12 Provision of Ordinance

SECTION 13 Amendment Procedure

SECTION 14 Effective Date

Ordinance No. 2026-1 becomes effective after its passage and publication and written acceptance provided by the Company.

The Ordinance, in its entirety, can be found on the City's website: www.empiremn.gov

Charles Seipel-Teng, Clerk-Administrator

Published in the Dakota County Tribune on January 23, 2026.

ORDINANCE NO. 2026-2
Summary for Publication
City of Empire

The City Council of the City of Empire adopted *Ordinance No. 2026-2, Granting Dakota Electric Association a Non- Exclusive Franchise to Construct, Operate, Repair and Maintain in the City ROW an Electric Distribution System* on January 13, 2026, and approved this summary for publication. Ordinance No. 2026-2 includes several sections, which are summarized as follows:

SECTION 1 Definitions

SECTION 2 Adoption of Franchise
This section grants a franchise for a period of 20 years.

SECTION 3 Location, Other Regulations
This section describes the location of facilities, street openings, restoration, shared use of poles, notice of street improvements.

SECTION 4 Facilities Relocation
This section describes the process for relocating utilities in public ROW, public grounds, and projects with federal funding

SECTION 5 Tree Trimming

SECTION 6 Insurance and Indemnification
This section outlines insurance requirements for work in the City ROW.

SECTION 7 Vacation of Public Ways
This section describes the process for city ROW vacation.

SECTION 8 Abandoned Facilities

SECTION 9 Change in Form of Government

SECTION 10 Franchise Fee
This section allows the City to impose a franchise fee by separate ordinance to be collected on customer billings and payable to the City quarterly.

SECTION 11 Service Reliability, Infrastructure Reporting

SECTION 12 Provision of Ordinance

SECTION 13 Amendment Procedure

SECTION 14 Prior Agreements

Ordinance No. 2026-2 becomes effective after its passage and publication and written acceptance provided by the Company.

The Ordinance, in its entirety, can be found on the City's website: www.empiremn.gov

Charles Seipel-Teng, Clerk-Administrator

Published in the Dakota County Tribune on January 23, 2026.

ORDINANCE NO. 2026-3
Summary for Publication
City of Empire

The City Council of the City of Empire adopted *Ordinance No. 2026-3, Granting Northern States Power Company an Non-Exclusive Franchise to Construct, Operate, Repair and Maintain in the City ROW an Electric Distribution System* on January 13, 2026, and approved this summary for publication. Ordinance No. 2026-3 includes several sections, which are summarized as follows:

SECTION 1 Definitions

SECTION 2 Adoption of Franchise
This section grants a franchise for a period of 20 years.

SECTION 3 Location, Other Regulations
This section describes the location of facilities, street openings, restoration, shared use of poles, notice of street improvements.

SECTION 4 Facilities Relocation
This section describes the process for relocating utilities in public ROW, public grounds, and projects with federal funding

SECTION 5 Tree Trimming

SECTION 6 Insurance and Indemnification
This section outlines insurance requirements for work in the City ROW.

SECTION 7 Vacation of Public Ways
This section describes the process for city ROW vacation.

SECTION 8 Abandoned Facilities

SECTION 9 Change in Form of Government

SECTION 10 Franchise Fee
This section allows the City to impose a franchise fee by separate ordinance to be collected on customer billings and payable to the City quarterly.

SECTION 11 Service Reliability, Infrastructure Reporting

SECTION 12 Provision of Ordinance

SECTION 13 Amendment Procedure

SECTION 14 Effective Date
Ordinance No. 2026-3 becomes effective after its passage and publication and written acceptance provided by the Company.

The Ordinance, in its entirety, can be found on the City's website: www.empiremn.gov

Charles Seipel-Teng, Clerk-Administrator

Published in the Dakota County Tribune on January 23, 2026.

Charles and Bob -

During our franchise agreement negotiations session on January 5th, 2026, several questions were raised around draft language in Section 11 – Service Reliability, Infrastructure Reporting.

As I understand it, the City would prefer language that requires the Company to "*produce reports regarding its service record in the City including municipal pumping station and general customer outage data for the previous year*".

The Company is willing to include the following language in Section 11: "*The Company and the City shall meet annually at a mutually convenient time to discuss items of concern or interest relating to the Company's service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company*".

I thought it may be helpful for you to look at what these annual meetings may look like under the language proposed by the Company, in addition to what service reliability reports are available publicly.

Xcel Energy uses System Average Interruption Duration Index (SAIDI) as its leading indicator for reliability. The SAIDI value equals System Average Interruption Frequency Index (SAIFI) multiplied by Customer Average Interruption Duration Index (CAIDI); outage duration). We find that CAIDI is useful to use when analyzing reliability of defined segments of our electric distribution system, but it is frequently misunderstood when used as an indicator at the system level. An increase or decrease of the CAIDI value at the system level does not necessarily indicate a worsening or improving of service reliability. All of these are further explained in the accompanying documents.

Minnesota Rule 7826.0500 requires each utility to report annually to the Minnesota Public Utilities Commission on its reliability performance for the previous calendar year. Included in those required filings are each utility's SAIDI, SAIFI, and CAIDI, by work center and assigned service area. Some of these filings are accessible to the public – via the MN PUC eDocket system. It is important to note that "work center" is defined in rule as the portion of a utility's assigned service area that it treats as an administrative subdivision for purposes of maintaining and repairing its distribution system.

What does all this mean to you? The City of Empire is in our Metro West work center – and these publicly available reports allow you to compare service reliability for Metro West to other work centers throughout our service territory in Minnesota.

When we do meet on an annual basis – which I highly recommend – we can go over the data in our most recent reports filed with the PUC. In addition – we can at any time discuss concerns brought forward by elected officials on behalf of constituents, or just general questions on our infrastructure and longer-term maintenance plans or improvement plans. And of course, you may inquire at any time about issues with city owned premises.

Lastly, it is important for you to know – if you receive a complaint from a customer of ours in the city, you can forward that to me at any time and I work with the property owner to address their

question/issue. It is our goal to maintain community relations and continue to provide affordable and reliable service to all our customers.

I am including our most recently filed reliability performance reports (CY 2024 and also available on the MN PUC website) for your information. Our filing for CY 2025 is due on April 1st.

I hope this helps – and hope we can agree to the language in bold above.

If you have any questions let me know!

ERIK SIMONSON
Xcel Energy
Community Relations Manager
1700 East County Road E, White Bear Lake MN 55110
C: 218-390-4949
E: erik.simonson@xcelenergy.com



MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Information on Minnesota Municipal Money Market Fund (4M Fund); Consider Adopting Resolution 2026-1D, Authorizing Membership in the 4M Fund

Attached is information on the Minnesota Municipal 4M Fund, sponsored and managed by the League of Minnesota Cities. Investing in the Fund may provide the City with diversified investment options as it considers where to invest its money.

If the City decides to invest in the Fund, it will first need to consider a Resolution authorizing membership in the Fund. The resolution designates the authorized officials, with authority to make investments and withdrawals in the Fund.

With several CD investments that that City holds maturing at the end of January, 2026, it may be worth participating in the Fund so that the City has additional options when determining the best return on investments as funds require reinvestment.

The City Council should review the information and discuss if the City would like to have the option to invest in the 4M Fund.

George Eilertson, the City's financial advisor, notes:

Many of the municipalities that I work with have the 4M Fund as one of the banking/investment options. My experience is that the 4M Fund offers competitive returns on investments for operating funds and for the investment of bond proceeds. In my opinion, they may be a good addition to complement the offerings provided by the local banks.

If the City Council decides to authorize the Clerk-Administrator to transfer investments into the 4M Fund, the attached Resolution should be considered.

Attachment(s): *About 4M - Fact Sheet.pdf*
League 4M Fund Information.pdf
4M Declaration of Trust Feb 1994.pdf
2026-1D 4M Authorizing.docx

4M Fund
MINNESOTA MUNICIPAL MONEY MARKET FUND

LMC
LEAGUE of MINNESOTA CITIES

Minnesota Municipal Money Market Fund



Safety, Service, and Performance are the primary tenets of the League of MN Cities sponsored 4M Fund. The 4M Fund is a customized solution designed specifically to meet the cash and investment management needs of public entities.

4M Fund Benefits

- Banking services
- Customized accounting
- Online account and report access
- Direct wire of state aid
- Daily liquidity through money market programs
- Fixed income trading
- Cash flow management program
- Bond proceeds management program

Contact Us



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PMA Financial Network, LLC serves as the Administrator to 4M. PMA Securities, LLC serves as the marketer to 4M. PMA Asset Management, LLC serves as the investment advisor to 4M.

Investment Options

4M Liquid Asset Class

An overnight money market portfolio providing access to reduced-cost banking services.

4M PLUS Class

A money market portfolio with a 14-day aging requirement that offers a slightly enhanced yield.

4M Term Series Investment Pools

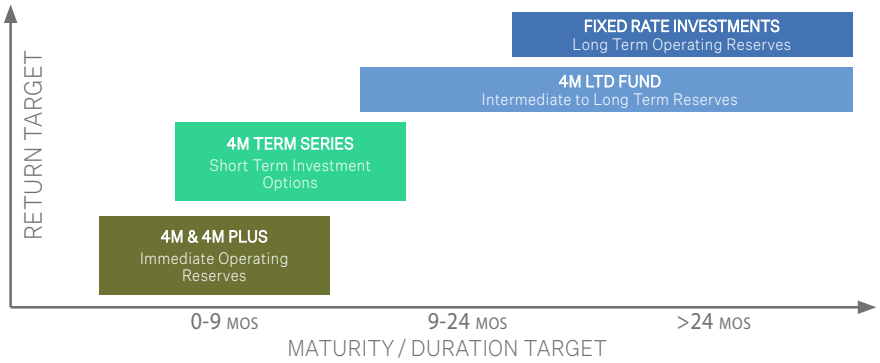
A short-term investment option that seeks higher yields and provides a fixed rate and a specific date to meet investment needs. *Offered by PMA Financial Network, LLC.*

4M Limited Term Duration Fund (4M LTD)

The 4M LTD Fund seeks to provide excess income over money market and deposit products while maintaining limited price volatility.

Fixed Income Investments

A Fixed Income Investment Program that allows investors to purchase investment instruments including FDIC insured or collateralized certificates of deposit of banks and thrift institutions ("CDs"), government securities and municipal securities. *Offered through PMA Financial Network, LLC and PMA Securities, LLC.*



Bond Proceeds Management Program

Bringing your project to life with a comprehensive investment and arbitrage management program for bond proceeds. *Offered through PMA Securities, LLC.*

Cash Flow Management Program

A complete and accurate picture of your entity's cash flow so you can put your money to work sooner... and longer. *Offered through PMA Financial Network, LLC.*

PTMA FINANCIAL SOLUTIONS | 4M Fund MINNESOTA MUNICIPAL MONEY MARKET FUND | LMC LEAGUE of MINNESOTA CITIES

Public Trust Advisors, LLC, PMA Financial Network, LLC, PMA Securities, LLC and PMA Asset Management, LLC are under common ownership as part of the PTMA Financial Solutions, LLC ("PTMA") family of companies. Public Trust Advisors, LLC and PMA Asset Management, LLC, are two separate SEC registered investment advisers, both doing business as PTMA Investment Advisors. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. PTMA Investment Advisors provides investment advisory and administrative services. All other products are provided by PMA Financial Network, LLC.

4M Fund

The Minnesota Municipal Money Market Fund (the 4M Fund) is a customized cash management and investment program for Minnesota public funds.

Sponsored and governed by the League of Minnesota Cities, the 4M Fund is a unique investment alternative designed to address the daily and long-term investment needs of Minnesota cities and other municipal entities.

Managed in accordance with Minnesota Statutes and customized specifically for public entities, the 4M Fund provides safety, daily liquidity, and highly competitive yields.

The 4M Fund also provides a wide range of fixed term investments through our Fixed Rate Program, as well as term series investment pools that seek higher yields for short-term investments. For those seeking a longer-term solution, the 4M Limited Term Duration (4M LTD) Fund, seeks to provide excess income over money market and deposit products while maintaining limited price volatility.

The 4M Fund currently offers professional investment management through three funds: the Liquid Asset Class, the PLUS Class, and the LTD Fund. All offer a competitive money market rate, with the Liquid Asset Class providing additional cash management services like check writing.

Benefits and Features

- Customized accounting
- Direct wire of state aid
- Full online access, including transactions and reporting
- Multiple transaction and reporting options
- Rates quoted net of all expenses
- Free checking for most cities, including check printing
- No minimum balances
- Unlimited sub-accounts
- Wide range of fixed rate investment options

- Dedicated customer service team

Administration

The 4M Fund is administered by PMA Financial Network and Prudent Man Advisors, LLC.
Kent Johnson, Senior Vice President
Corey Boyer, Vice President, Investment Services
5298 Kyler Avenue NE, Second Floor
Albertville, MN 55301
(763) 497-1490 or (800) 783-4273, ext. 1300
kjohnson@pmanetwork.com
cboyer@pmanetwork.com

Learn more at www.4Mfund.com

The 4M Multi-Class Fund (the "Fund"), as well as the Term Series Fund (Term Series), seek to maintain a net asset value of $1.00 per share. However, an investment in either Fund is neither insured nor guaranteed by the FDIC or any U.S. government agency and there is no assurance that the Funds will be able to maintain a stable net asset value of $1.00 per share. The 4M Limited Term Duration Fund (LTD Fund) seeks to provide current income while maintaining limited price volatility. The LTD Fund has a floating net asset value, and the net asset value of a Participant's investment could decline below the amount originally invested by the Participant. The Fund is an investment opportunity for institutional or government investors, not for retail investors, under Minnesota Statutes, section 471.59. The information provided on this website is not an offer or solicitation to buy or sell shares of the Fund or other securities. Information provided on this website should not be considered investment advice and is not an offer or solicitation to buy or sell shares of the Fund or other securities. Investors should consider the applicable Fund's investment objectives, risks, charges, and expenses detailed in the Information Statement (pdf) before you invest. 4M investments are offered and sold by PMA Asset Management, LLC, an affiliate of PMA Financial Network, LLC.

Your LMC Resource

The 4M Fund offers additional investment services; to learn more contact:
PMA Financial Network, LLC: Kent Johnson at (763) 497-1490 or (800) 783-4273, ext. 1300, or kjohnson@pmanetwork.com.
[PMA Financial Network, LLC qualifies as a municipal advisor and can invest bond proceeds.]

MINNESOTA MUNICIPAL MONEY MARKET FUND

(A Minnesota entity formed
pursuant to the
Minnesota Joint Powers Act)

DECLARATION OF TRUST

(As adopted in January, 1987 with
amendments adopted on February 2, 1994)

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WITNESETH

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS; the Board or Council of each of the Initial Participants has daily adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate that other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all monies, assets, securities, funds, and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name.

1.02 Purpose; Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place monies in the 4M Fund only after its Board or Council has duly adopted a resolution or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Avenue East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund Shall be a common law trust (also known as a business trust) organized and existing under the Laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the

Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

“Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.01 hereof.

“Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.03 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.01 hereof.

"Affiliate” shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

“Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

"Certification of Designation” shall mean a certificate in substantially the form of Exhibit A attached to this agreement.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.02 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.01 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby", and “hereunder” shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

“Employee of a Municipality” or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to

participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the City of Minnetonka and the League of Minnesota Cities which the Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.02 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trost pursuant to Section 14.06 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.02 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which are or are not legal entities) and governments and agencies and political subdivisions thereof.

"Portfolio" shall mean one of the pool of funds established by the Trustees pursuant to Article VI hereof.

"Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.01 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and

authority over the 4M Fund Property and other affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, resort to, any court.

2.02 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants; and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds $10,000,000 or (c) with a Primary

Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of $40,000,000 or more, exclusive of subordinated debt; and

(viii) Reverse repurchase agreement to the extent permitted under Minnesota Statute section 475.76.

(ix) such other investment instruments now or hereafter permitted by applicable Law for the investment of monies of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by Trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by Trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.03 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.04 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment,

bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.05 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind of nature, validly and lawfully imposed upon or against the 4M Fund or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.06 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.07 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.09 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.08 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees: as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and

to execute and enter into releases, agreements and other instruments and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.09 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.02 of this Declaration of Trust, but only if and to the extent permitted by Law.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any monies or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.02(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the monies, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year: Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1, of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director of employee of the 4M fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable

transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person. or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as Trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as Trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14 the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the

investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.07 and Section 3.01 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain, and Employ.

(a) Subject to the provisions of Section 2.07 and Section 3.01 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person or suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrator (iii) furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact of agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.03 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement or Statements regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.02 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.01 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrator. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray Companies, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.02 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of the 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.03 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.04 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article II herein.

3.05 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV

Investments

4.01 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.02 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement or Statements, as the same may be amended from time to time.

4.02 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

(i) May not make any investment other than investment authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) Except as provided herein, may not purchase any Permitted Investment which has a maturity date more than 397 days from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within 397 days. The 4M Fund may invest in floating rate government and agency securities with maturities of three years or less if there is a coupon reset period within 397 days of the date of the 4M Funds purchase thereof.

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of any portfolio greater than that which has been designated by the Trustees as the intended average dollar weighted maturity of the portfolio to which the purchase of such permitted investment relates, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.02 (b) (ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) Except to facilitate reverse repurchase agreements permitted by Minnesota Statute section 475.76, may not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.02; however in the case of indebtedness secured under Section 4.02 (iv) (b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.02, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.02 (b) (vii) hereof.

4.03 Amendment of Restrictions. The restrictions set forth in Section 4.02 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

5.01 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affair of the 4M Fund; and no Trustee, officer employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the

Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of the 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.02 Liability to the 4M Fund or to the Participants. No Trustee officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of the 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.02 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

5.03 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.03 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence or, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section5.03 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the 4M FUND SHALL HAVE RECEIVED A WRITTEN OPINION FROM INDEPENDENT COUNSEL

APPROVED BY THE Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent were meritorious. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.03 shalt not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.03, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.07 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.01 and 5.02 and this Section 5.03) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.04 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.05 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.06 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.06 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.07 Reliance on Experts, etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants,

appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.08 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Adviser, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.09 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.01 General.

(a) The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. The beneficial interest hereunder measured by the Shares shall not, except to the extent if any set forth herein or in the applicable Certificate of Designation, entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.02 hereof.

The Trustees. in their discretion, from time to time. may authorize the division of Shares into two or more series. or the establishment of two or more series of Shares, each such series relating to a separate Portfolio of investments. All references to Shares in this Declaration of Trust shall be deemed to be Shares of any one series, any one or more series, or all series as the context may require.

(b) If the Trustees decide to establish a separate Portfolio of investments or divide the Shares into two or more series. the following provisions shall be applicable:

(i) The number of Shares of each series or Portfolio that may be used to measure the respective beneficial interests of the Participants in the particular Portfolio of investments to which such series or Portfolio relates shall be unlimited.

(ii) Unless otherwise provided in an applicable Certificate of Designation, all Shares of a series or of a Portfolio shall be of one class representing equal distribution, liquidation and other rights.

(iii) The Trustees shall have the power to invest and reinvest the Fund Property applicable to each Portfolio in accordance with the investment policies and restrictions set forth in this Declaration of Trust, the Bylaws, or otherwise. The Trustees may establish more restrictive investment policies and restrictions for any particular Portfolio.

(iv) All funds received by the Fund from a Participant with respect to a particular Portfolio, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Trustees pursuant to Section 10.04 hereof) any fund or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Portfolio for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Fund. In the event that there are any assets, income, earnings, profits, and proceeds thereof, funds, or payments which are not readily identifiable as belonging to any particular Portfolio, the Trustees shall allocate them among any one or more of the Portfolios (or to a reserve pursuant section 10.04 hereof) established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the participant of all Portfolios for all purposes.

(v) The assets belonging to each particular Portfolio shall be charged with the liabilities of the Fund in respect of that Portfolio and all expenses, costs, charges and reserves attributable to that Portfolio in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Any general liabilities, expenses, costs, charges, or reserves of the Trust which are not readily identifiable as attributable to any particular Portfolio shall be allocated and charged by the Trustees to and among any one or more of the Portfolios established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges, and reserves by the Trustees shall be conclusive and binding upon the Participants of all Portfolios for all purposes. The Trustees shall have full discretion to determine which asset items will be treated as income and which as funds placed in the Fund by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Portfolios.

(vi) The net income of the Fund shall be determined separately for each Portfolio and shall be credited to the respective Share account of the Participants in each Portfolio in the manner and at the time provided in Article X hereof.

(vii) The terms designated by the Trustees with respect to a Portfolio may provide that the Shares (or series of Shares) applicable to such Portfolio shall only relate to a particular Participant or limitation on the number and identity of the Participants to which the Shares (or series of Shares) of such Portfolio shall relate.

(viii) The terms designated by the Trustees with respect to a Portfolio may provide that such Portfolio shall be established on a particular date and be terminated on a particular date.

(ix) The terms designated by the Trustees with respect to a particular Portfolio may provide for limitations of time or otherwise with respect to the ability of the participants participating in such Portfolio to withdraw funds relating to the Shares (or series of Shares) of such Portfolio from the Fund.

(x) To effect the division of the Shares into one or more series or to establish a Portfolio, the Trustees shall authorize and adopt a Certificate of Designation for each such series or Portfolio. Such Certificate of Designation shall become effective when (a) executed (i) by any two of the Chair, the Vice Chair, the Treasurer and the Secretary of the Fund or (ii) by such other Trustees or officers of the Fund as shall be determined by the Trustees and (b) lodged in the records of the Trust. Any such Certificate of Designation may be filed or recorded pursuant to Article XII of this Declaration of Trust, but no such recordation or filing shall be a condition precedent to the effectiveness of such Certificate of Designation. No Certificate of Designation shall be, or shall be deemed to be, an amendment of this Declaration of Trust within the meaning of Article Xlll of this Declaration of Trust. It shall not be necessary for each Participant to be advised of the adoption of any Certificate of Designation prior to its effectiveness, but the Trustees shall take, or shall cause to be taken, such measures as are reasonably intended to notify the Participants on at least a quarterly basis of the authorization and adoption by the Trustees of any Certificate or Certificates of Designation during the preceding quarter.

(xi) A copy of the Certificate of Designation relating to a particular Portfolio shall be provided to each Participant participating in such Portfolio. A copy of the Certificate of Designation relating to any Portfolio shall be provided, upon written request therefor, to any Participant whether or not such Participant is participating in such Portfolio.

(xii) A Certificate of Designation authorized and adopted by the Trustees pursuant to this Article VI shall be in Substantially the form of Exhibit A, attached hereto. The Trustees are authorized to make such changes in the form set forth in this Subclause xii as may be necessary from time to time to conform to, or accommodate, changes in Law or regulation or the circumstances applicable or pertaining to a particular Portfolio.

(xiii) The Trustees assigned to a Portfolio shall be deemed to have been conclusively and fully appointed by the Participants participating in such Portfolio as the official custodians (within the meaning of Section 564.8 of Title 12 of the Code of Federal Regulations or an applicable successor provision) or any similar law or regulation of the assets of said Participants placed in the Fund with respect to such Portfolio.

(xiv) The Trustees shall have the power to designate one or more Portfolios in which all Participants shall be required to participate and in which all Participants shall be deemed to be participants.

(xv) The provisions of the Certificate of Designation of a Portfolio may be amended by action of the Trustees for the purposes of curing any ambiguity or supplying any omission or curing or correcting any defect or inconsistent provision in the Certificate of Designation or to insert such provisions clarifying matters or questions arising under the

Certificate of Designation as are necessary or desirable and are not contrary to or inconsistent with the Certificate of Designation theretofore in effect. The Participants participating in the Portfolio to which the amendment relates shall be given notice thereof.

6.02 Allocation of Shares.

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.01 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.02 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.02 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.02, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar ($1.00).

6.03 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.01 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.04 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.02 hereof in order to maintain the constant net asset value per Share.

6.05 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant upon and subject to the terms and conditions provided in this Declaration of Trust or applicable Certificate of Designation. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares with shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.06 Suspension of Right of Withdrawal: Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during

which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets, Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests for a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.07 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however that no request by a Participant for the withdrawal of less than one dollar ($1.00) need be honored.

6.08 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.05 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.09 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.02 (iv) (b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.01 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose

allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry thereon.

7.02 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.03 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.04 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.05 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all monies payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.06 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.01 hereof.

ARTICLE VIII

Participants

8.01 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.03 and Section 13.01 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.02 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter. Participants shall not be entitled to vote on a Portfolio by Portfolio basis.

8.02 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.01 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.03 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.04 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.05 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.06 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as

Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.07 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

8.08 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.09 Reports. The Trustees shall cause to be prepared at lease annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Trustees and Officers

9.01 Number and Qualification.

(a) The Board of Directors of the League of Minnesota Cities shall be the governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

9.02 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the by-laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any “open meeting", "sunshine, or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.02 (a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.02 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.03 Officers. The Trustees shall annually elect, from among their numbers, a Chairman who shall be the chief officer of the 4M Fund and a Vice Chairman who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairman to appoint a Treasurer and a Secretary, one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more offices, except those of Chairman, Vice Chairman, Treasurer and Secretary, may be held by the same person. The Treasurer and the Secretary, if

not themselves Trustees, shall attend meetings of the Trustees but shall have no voting power thereat.

9.04 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.05 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.01 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.02 Constant Net Asset Value; Reduction of Outstanding Shares.

(a) In furtherance and not in limitation of the provisions of Section 10.01 hereof, the Trustees may designate that one or more Portfolios shall be governed by the provisions of this Section 10.02. The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Portfolio once on each business day and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner and with the result that the net asset value per Share of the Portfolio shall remain at a constant dollar value. The general method used for the determination of the net income of the Portfolio and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time or in the applicable Certificate of Designation. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Unless the Trustees determine otherwise, fluctuations in value will be reflected io the number of allocated and outstanding Shares in each Participant's account. If there is a net loss, the Trustees shall first offset such amount against

income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the number of the Portfolio's issued and outstanding Shares in an amount equal to the amount by which the net loss exceeds accrued income by having each Participant contribute to the Portfolio's capital its pro rata portion of the total number of Shares required to be cancelled in order to permit the net asset value per Share of the Portfolio to be maintained at a constant dollar value. Each Participant will be deemed to have agreed to such contribution in such circumstances by its investment in the 4M Fund and the Portfolio and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the Portfolio to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time or in the applicable Certificate of Designation.

10.03 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.05 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.04 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.01 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars ($25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.02 Appointment. The Trustees shall have the power to select and appoint the Custodian or Custodians for the 4M Fund or any of its portfolios. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.03 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.04 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars ($25,000,000).

11.05 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.06 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.01 Recording. This Declaration of Trust and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendments so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate set forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.01, no filing or recordation pursuant to the terms of this Section 12.01 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of 4M Fund: Duration of Fund

13.01 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (expect as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the

Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participant; provided, however, that the Trustees may. from time to time by a two thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not he liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.01 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.02 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.01:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind-up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principle terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4M Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as

aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.02 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

13.03 Duration. The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII.

ARTICLE XIV

Miscellaneous

14.01 Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

14.02 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.03 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded. appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.04 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this

Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to. the election of Trustees) prior to such determination.

14.05 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.06 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.02 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.06.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

Exhibit A

MINNESOTA MUNICIPAL MONEY MARKET FUND

Certificate of Designation

The Trustees of the Minnesota Municipal Money Market Fund (the “4M Fund") by action taken by them on the __ day of _____, 20_, pursuant to the authority vested in them by the Participants of the 4M Fund in accordance with the Declaration of Trust of the 4M Fund do hereby adopt this Certificate of Designation authorizing and establishing a Portfolio (and/or a series of Shares) of the 4M Fund.

The terms of such Portfolio (the "Portfolio”) shall be as follows:

1. Nomenclature. The Portfolio shall be known and referred to as _____.

2. Date of Establishment. The Portfolio shall be established as of _____.

3. Duration. The duration of the Portfolio shall be _____.

4. Portfolio Participants. The Participant or Participants that may participate in the Portfolio (the “Portfolio Participants") are _____.

5. Investments. The nature of the investments in which fund of the Portfolio Participant or Participants placed in the Fund with respect to the Portfolio may be invested is _____.

6. Trustees and Custodians. The Trustees of the Fund designated as the Trustees assigned to the Portfolio are _____. Such designated Trustees are hereby appointed by each of the Portfolio Participants as the official custodians (within the meaning of Section 564.8 of Title 12 of the Code of Federal Regulations or an applicable successor provision) of the assets of the Portfolio Participants placed in the 4M Fund with respect to the Portfolio.

7. Average Weighted Maturity. In accordance with Section 4.02 (iii) of the Declaration of Trust of the 4M Fund, the average dollar weighted maturity of the Portfolio is intended to be no greater than _____ days.

8. Net Asset Value. The method of determining the net asset value of the Portfolio is _____.

9. Other Terms. (Insert a description of any other terms applicable to the Portfolio.)

10. Declaration of Trust. To the extent not specifically set forth in this Certificate of Designation, the terms of the Portfolio and the rights of the Portfolio Participants shall be governed by the Declaration of Trust of the 4M Fund of which this Certificate of Designation is deemed to be an integral part.

11. Definitions. Terms and phrases not otherwise defined in this Certificate of Designation shall have the definitions given to them in the Declaration of Trust.

IN WITNESS WHEREOF, the Trustees of the 4M Fund have roused this Certificate of Designation to be executed by the undersigned officers of the Fund, such officers having been thereunto duly authorized.

The Trustees of the Minnesota Municipal Money Market Fund

Attest:

(Fund Seal)

_____ _____

Authorized Signatory Authorized Signatory

RESOLUTION NO. 2026-1D

RESOLUTION OF THE CITY OF EMPIRE
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING MEMBERSHIP IN THE 4M FUND

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Class, the 4M Plus Class, the Term Series, the 4M Limited Term Duration Fund, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (PMA Asset Management, LLC), the Administrator (PMA Financial Network, LLC) the Distributor (PMA Securities, LLC) or the Fixed Rate Program Providers, PMA Financial Network, LLC and PMA Securities, LLC and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each; now, therefore BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality shall become a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Print Name Title Signature

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, LLC or PMA Securities, LLC for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit ("CDs") or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, LLC and PMA Securities, LLC and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund's Programs available through its Services Providers.

It is hereby certified that the Council of the City of Empire adopted this Resolution at a duly convened meeting of the Council held on the 13th day of January 2026, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

Melanie Lee, Mayor

ATTEST:

Charles Seipel-Teng, Clerk-Administrator

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Appointments to City Council Committees for 2026

The list of exiting Committees and Appointees is attached.
The City Council should discuss changes to the Committee appointments for 2026 and can then consider adopting an updated list.

Attachment(s): City Council Committees for 2025.docx

City Council Committees for 2025 (*Assign Two Each*)

Public infrastructure (Combined Streets, Solid Waste, Water, Sewer)
General Purpose: Consult with city staff and consulting engineer to discuss maintenance needs for streets, storm sewer, water, sewer and upcoming projects. Meets as needed
Eric Hanson, Melanie Lee

Public Safety (Combined Fire, Law Enforcement)
General Purpose: Consult with city staff and contracted deputy to discuss law enforcement concerns, fire coverage, and related contracts for services. Meets as needed.
Eric Hanson, Marla Vagts

Liquor/ Cannabis
General Purpose: Consult with city staff and consulting planner and law enforcement when necessary to discuss issues with liquor licensing and cannabis registration. Meets as needed.
Marla Vagts, Melanie Lee

Parks & Recreation
General Purpose: Consult with city staff, attend park & rec. committee meetings as a liaison. Assists with park & rec. events. Meets twice per month and other times as needed.
Mark Page, Eric Hanson

Personnel
General Purpose: Consult with city staff to discuss personnel issues, policy updates. Meets at the end of the year to discuss performance reviews and throughout the year as needed.
Melanie Lee, Danny Rubio

Buildings/Staff
General Purpose: Consult with city staff to discuss building maintenance, security needs, future building plans, and future staffing needs. Meets as needed.
Danny Rubio, Melanie Lee

Planning & Zoning (Including EFPAC)
General Purpose: Consult with city staff, and consulting planner if necessary to discuss planning and zoning issues. Attend planning commission meetings as a liaison. Meets twice per month and other times as needed. EFPAC is the collaborative planning meeting with the City of Farmington that meets as needed.
Marla Vagts, Danny Rubio

Vermillion Highlands:
General Purpose: A group consisting of the University of Minnesota, DNR, Dakota County, and Empire to discuss activities and future plans for UMore, Whitetail Woods Park, and the DNR land in Empire. Meets quarterly. Charlie usually attends.
Mark Page, Melanie Lee, Charles Seipel-Teng

Weed Inspector
Responsible for identifying and eradicating noxious weeds in Empire. Officially designated as the Mayor and Mayor appoints maintenance supervisor.
Melanie Lee, Jerod Waltman

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Consider Adopting Resolution 2026-1A, Appointments to Certain Offices and Positions

Contingent upon appointment of Acting Mayor, Adding 4M Fund as Depositorie, and other items as determined by the City Council.

Attachment(s): 2026-1A Appointements to Certain Offices & Positions.doc

RESOLUTION NO. 2026-1A

RESOLUTION OF THE CITY OF EMPIRE
DAKOTA COUNTY, MINNESOTA

A RESOLUTION MAKING APPOINTMENTS TO CERTAIN OFFICES AND POSITIONS WITHIN THE CITY OF EMPIRE FOR THE YEAR, SETTING SALARIES AND EMPLOYMENT TERMS, AND ESTABLISHING MEETING TIMES

WHEREAS, the Empire City Council desires to make annual appointments to fill certain offices and positions within city government.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Empire, Minnesota, establishes the following:

1. That the following persons are appointed by the City Council to the following offices and positions for the remainder of the year 2026:

ACTING MAYOR/COUNCIL-VICE PRESIDENT: Eric Hanson

CITY CLERK-ADMINISTRATOR: Charles Seipel-Teng

DEPUTY CLERK: Dawn McCracken

CITY ENGINEER: Brian Hilgardner, Bolton & Menk

CITY PLANNER: Jenni Faulkner, Bolton & Menk

ANIMAL CONTROL OFFICER: Dakota County Sheriff

BUILDING INSPECTOR: Inspectron Inc.

WEED INSPECTOR: Jerod Waltman

CITY ATTORNEY: Rachel Tierney, Kennedy & Graven-Chartered / Campbell Knutson

OFFICIAL NEWSPAPER: Dakota County Tribune

OFFICIAL DEPOSITORIE: Castle Rock Bank / Minnesota 4M Fund

2. City Council members shall have the responsibilities as identified in Ordinance No. 110.

3. City Staff and/or Consultants will attend the boards, commissions and committee meetings as directed by the City Council. Staff who are directed to attend meetings will be compensated based on the City's personnel policies or contractual agreements. Staff who are not directed to attend will not be compensated for their attendance.

4. Regular meetings of the Empire City Council shall be set by Ordinance No. 110.

5. Regular meetings of the Empire Planning Commission shall be held every first and third Tuesday of each month at Empire City Hall at 8:00 PM.

6. Regular meetings of the Empire Recreation Commission shall be held every second and fourth Monday of each month at Empire City Hall at 7:00 PM.

7. Election Judges shall be compensated at the greater of $13 per hour or the applicable minimum wage.

8. That such appointments shall take effect on the date thereof and shall continue for the remainder of the year or until such time as a successor is appointed by the City Council.

Adopted by the City Council of the City of Empire this 13th day of January 2026.

_____
Melanie Lee, Mayor

_____
Charles Seipel-Teng, Clerk-Administrator

SEAL

CLERK'S CERTIFICATION

State of Minnesota)
City of Empire)
County of Dakota)

I, Charles Seipel-Teng, do hereby certify that I am custodian of the minutes of all proceedings had and held by the City Council of said City, that I have compared the attached resolution with the original passed and adopted by the City Council of said City at the regular meeting thereof held on the 13th day of January 2026, that the attached resolution constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 13th day of January 2026 and have hereunto affixed the seal of said City.

_____
Clerk-Administrator
City of Empire, MN

S E A L

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Charter Communications - Programing Package and Cable Lineup Changes

Attachment(s): *Empire City, MN LT_121525.pdf*
Charter Lineup Changes.pdf

December 15, 2025 Delivery via Email Please Reply "Received"

Mr. Charles Seipel - Teng
City of Empire
3385 197th Street
Farmington, MN 55024

Re: Charter Communications – Upcoming Changes

Dear Mr. Seipel - Teng:

Charter values our customers and works hard to keep prices as low as possible. Despite our best efforts, rising costs have impacted our prices.

Our Spectrum TV Select and Spectrum TV Platinum packages, in addition to live TV, include access to thousands of On Demand programming options and regional sports networks. Additionally, customers now have access to major programmer's streaming services with a retail value of over a $100 per month at no additional cost to the customer including HBO Max Basic with Ads, ESPN Unlimited, Hulu, Disney+ Basic, Paramount+ Essential, Peacock Premium with Ads, FOX One, AMC+ with Ads, Tennis Channel, VIX Premium with Ads, and coming soon discovery+ with ads and BET+. That's thousands of hours' worth of movies, popular TV shows for the whole family, exclusive originals, live sports and more.

Spectrum customers can get tailored ways to save without compromising the quality and reliability they deserve.

- They can access special offers through My Spectrum App.
- See how much they can save with our online savings calculator (https://www.spectrum.com/packages/savings-calculator).
- Or they can call for an account review and speak to an agent for ways to save.

Customers are being notified via bill message regarding the following price changes that will take effect on or after January 15, 2026. For customers who may be paying a promotional price, the retail price does not take effect until the end of the promotional period.[1]

Spectrum Pricing & Packaging **Includes Broadcast TV Surcharge*	**Price Change**
Spectrum TV Basic*	Will increase by $5 per month.
Spectrum TV Select*	Will increase by $10 per month.
Spectrum TV Silver*	Will increase by $10 per month.
Spectrum TV Gold*	Will increase by $10 per month.
Spectrum TV Select Signature*	Will increase by $10 per month.
Spectrum TV Select Plus*	Will increase by $10 per month.
Spectrum TV Platinum*	Will increase by $10 per month.
Spectrum TV Choice*	Will increase by $5 per month.
Spectrum Lifestyle Plan*	Will increase by $3 per month.

16900 Cedar Avenue Rosemount, MN 55068 O: (952) 367-4263 david.larson@charter.com

Spectrum Pricing & Packaging **Includes Broadcast TV Surcharge*	**Price Change**
Spectrum Lifestyle Plan Silver*	Will increase by $3 per month.
Spectrum Lifestyle Plan Gold*	Will increase by $3 per month.
Mi Plan Latino*	Will increase by $5 per month.
Mi Plan Latino Silver*	Will increase by $5 per month.
Mi Plan Latino Gold*	Will increase by $5 per month.
Spectrum Receivers	Will increase by $3 per month.
Digital Terminal Adapters	Will increase by $3 per month.
Cable Card	Will increase by $3 per month.
Filipino View	Will increase by $1 per month.
Punjabi View	Will increase by $3 per month.
HBO Max (Non-Spectrum TV Select Customers)	Will increase by $2 per month.
HBO Max (Spectrum TV Select Customers)	Will increase by $1 per month.
MGM+	The rate will change for all customers to $8.00 per month.

We remain committed to providing excellent entertainment services in your community. If you have any questions about this change, please feel free to contact me at (952) 367-4263 or via email at david.larson@charter.com.

Sincerely,

David Larson
Director of State Government Affairs Minnesota
Charter Government Affairs

[1] Exception applies to $3/month broadcast tv surcharge increase.

January 12, 2026

Mr. Charles Seipel - Teng
City of Empire
3385 197th Street
Farmington, MN 55024

Re: Charter Communications – Upcoming Changes

Dear Mr. Seipel - Teng:

Charter values our customers and works hard to keep prices as low as possible. Despite our best efforts, rising costs have impacted our prices.

Our Spectrum TV Select and Spectrum TV Platinum packages, in addition to live TV, include access to thousands of On Demand programming options and regional sports networks. Additionally, customers now have access to major programmer's streaming services with a retail value of over a $100 per month at no additional cost to the customer including HBO Max Basic with Ads, ESPN Unlimited, Hulu, Disney+ Basic, Paramount+ Essential, Peacock Premium with Ads, FOX One, AMC+ with Ads, Tennis Channel, VIX Premium with Ads, and coming soon discovery+ with ads and BET+. That's thousands of hours' worth of movies, popular TV shows for the whole family, exclusive originals, live sports and more.

Spectrum customers can get tailored ways to save without compromising the quality and reliability they deserve.

- They can access special offers through My Spectrum App.
- See how much they can save with our online savings calculator (https://www.spectrum.com/packages/savings-calculator).
- Or they can call for an account review and speak to an agent for ways to save.

Customers are being notified via bill message regarding the following price changes that will take effect on or after February 11, 2026.

Description	Price Change
AMC+ Ad Free premium add on for Spectrum TV Choice, Spectrum Mi Plan Latino, and Spectrum TV Basic	Will increase by $1 per month (from $10 to $11).

We remain committed to providing excellent entertainment services in your community. If you have any questions about this change, please feel free to contact me at (952) 367-4263 or via email at david.larson@charter.com.

Sincerely,

David Larson
Director of State Government Affairs Minnesota
Charter Government Affairs

16900 Cedar Avenue, Rosemount, MN 55068 | O (952)-367-4263 | david.larson@charter.com

MEMORANDUM

Date:	January 13, 2026
To:	Empire City Council
From:	Charles Seipel-Teng, Clerk-Administrator
RE:	Dakota County Environmental Services Quarterly Update

Attachment(s): City of Empire.pdf

Dakota County Physical Development Division
14955 Galaxie Avenue – Suite 335 · Apple Valley MN 55124
Phone 952.891.7000 · Fax 952.891.7031 · www.dakotacounty.us

MEMORANDUM

DATE: **January – March 2026**

CITY/TOWNSHIP: City of Empire

ATTN: Charles Seipel-Teng, Clerk/Treasurer
admin@empiremn.gov

FROM: Georg Fischer, Physical Development Director

SUBJECT: City/Township Update

Grant funding and free container labels helps achieve recycling goal

Dakota County is required by state law to develop programs to achieve a 75% recycling rate by 2030. Cities and townships are required to have a solid waste abatement program to help achieve this goal.

To assist rural cities and townships implement waste abatement programs, Dakota County offers a Rural Solid Waste Abatement Grant Program. Grant funds are available on a first come, first served basis to support:

- Recycling containers
- Recycling at large community events
- Special recycling collection events or residential drop-offs
- Recycling education
- Other waste abatement programs or projects that align with Dakota County's Solid Waste Management Plan

In addition to the available grant funding, all municipalities in Dakota County are eligible to receive free container labels for your offices, parks or other public spaces (without the need to apply), along with technical assistance on various waste abatement initiatives you may be considering.

In January, a Grant Application and Program Guidelines will be sent to each rural municipality.

Contact John Exner, Environmental Specialist, john.exner@co.dakota.mn.us or 952-891-7112

Dakota County SWCD Tree Sale

The Dakota Soil & Water Conservation District Tree Sale provides the opportunity for landowners to purchase high quality bare root seedlings at a low cost for urban, suburban, and rural conservation purposes, such as windbreaks, reforestation, erosion control, privacy, and food and cover for wildlife. The plants for sale are native to Minnesota and found in Dakota County, including conifers, hardwoods, small trees, and shrubs.

New this year – a buckthorn replacement pack! Pick up at the Dakota County Fairgrounds in Farmington in April. Browse the 2026 Tree Sale Guide and sign up for tree sale notifications.

Contact Lindsey Albright, Monitoring & Outreach Coordinator, lindsey.albright@co.dakota.mn.us or 651-480-7777

Landscaping for Clean Water

The Landscaping for Clean Water program helps residents create attractive outdoor spaces that also support clean water, healthy pollinator habitat, and natural shorelines.

Through the Dakota County Soil & Water Conservation District, participants can access free introductory classes, garden design workshops, and maintenance trainings focused on raingardens, native plantings, and shoreline restoration. Homeowners who move forward with installing one of these projects may also be eligible for grant funding.

Classes are open to all, regardless of residency. Grant funding is available to Dakota County residents and to Ramsey County residents living within the Lower Mississippi River Watershed, including the west side of Saint Paul.

This program provides practical guidance and support for anyone interested in enhancing their property while contributing to a healthier environment. Browse the class list and register to get started on your spring projects.

Contact Lindsey Albright, Monitoring & Outreach Coordinator, lindsey.albright@co.dakota.mn.us or 651-480-7777