



Meeting Location:
Farmington City Hall, Council
Chambers
430 Third Street
Farmington, MN 55024

CITY COUNCIL REGULAR MEETING AGENDA

Monday, December 2, 2024

7:00 PM

Page

1. CALL TO ORDER 7:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE AGENDA

5. ANNOUNCEMENTS / COMMENDATIONS

6. CITIZENS COMMENTS / RESPONSES TO COMMENTS

(This time is reserved for citizen comments regarding non-agenda items. No official action can be taken on these items. Speakers are limited to five minutes to address the city council during citizen comment time.)

7. CONSENT AGENDA

- | | | |
|------|---|---------|
| 7.1. | Minutes of October 7, 2024 Regular City Council Meeting
Agenda Item: Minutes of October 7, 2024 Regular City Council Meeting - Pdf | 4 - 11 |
| 7.2. | Minutes of the October 21, 2024 Joint Planning Commission and City Council Work Session
Agenda Item: Minutes of the October 21, 2024 Joint Planning Commission and City Council Work Session - Pdf | 12 - 15 |
| 7.3. | Minutes of the October 21, 2024 Regular City Council Meeting
Agenda Item: Minutes of the October 21, 2024 Regular City Council Meeting - Pdf | 16 - 23 |
| 7.4. | Minutes of the November 8, 2024 Special City Council Meeting
Agenda Item: Minutes of the November 8, 2024 Special City Council Meeting - Pdf | 24 - 33 |
| 7.5. | Regional Letter of Support for MNDOT's Continued Designation of the Twin Cities-Albert Lea and Twin Cities-Mankato Rail Corridor | 34 - 38 |

[Agenda Item: Authorize Signature on Regional Letter of Support for MNDOT's Continued Designation of the Twin Cities-Albert Lea and Twin Cities-Mankato - Pdf](#)

- 7.6. 2025-2029 Capital Improvement Plan 39 - 49
[Agenda Item: 2025-2029 Capital Improvement Plan - Pdf](#)
- 7.7. Payment of Claims 50 - 51
[Agenda Item: Payment of Claims - Pdf](#)
Payment of Claims
- 7.8. Staff Changes and Recommendations 52
[Agenda Item: Staff Changes and Recommendations - Pdf](#)
- 7.9. Breach of Contract and File a Claim in Conciliation Court 53
[Agenda Item: Breach of Contract and File a Claim in Conciliation Court - Pdf](#)
- 7.10. FY 2024 Community Project Funding Grant 54 - 76
[Agenda Item: FY 2024 Community Project Funding Grant - Pdf](#)
- 7.11. Dakota County Community Waste Abatement 2025 Grant Agreement 77 - 120
[Agenda Item: Dakota County Community Waste Abatement 2025 Grant Agreement - Pdf](#)

8. PUBLIC HEARINGS

- 8.1. Final 2025 General Fund Budget and Tax Levy 121 - 136

Approve Resolution 2024-110 Adopting the 2025 Budget and Setting the Final Tax Levy Collectible in 2025.
[Agenda Item: Final 2025 General Fund Budget and Tax Levy - Pdf](#)

9. AWARD OF CONTRACT

10. PETITIONS, REQUESTS AND COMMUNICATIONS

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- 12.1. Development Contract - Farmington Technology Park 137 - 160

Adopt Resolution No. 2024-111 approving the Farmington Technology Park Development Contract and authorize its execution.
[Agenda Item: Development Contract - Farmington Technology Park - Community Development - Pdf](#)

13. CITY COUNCIL ROUNDTABLE

14. ADJOURN



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

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Minutes of October 7, 2024 Regular City Council Meeting
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

For Council approval are the minutes of the October 7, 2024 Regular City Council Meeting.

ACTION REQUESTED:

Approve the minutes of the October 7, 2024 Regular City Council Meeting.

ATTACHMENTS:

[10.07.24 Council Minutes](#)

**City of Farmington
Regular Council Meeting Minutes
Monday, October 7, 2024**

The City Council met in regular session on Monday, October 7, 2024, at Farmington City Hall, 430 Third Street, Farmington, Minnesota.

1. CALL TO ORDER

Mayor Hoyt called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Hoyt led everyone in the Pledge of Allegiance.

3. ROLL CALL

Members Present: Mayor Joshua Hoyt
Councilmembers Nick Lien and Steve Wilson

Members Absent: Councilmembers Katie Bernhjelm and Holly Bernatz
(excused absences)

Staff Present: Lynn Gorski, City Administrator
Leah Koch, City Attorney
Deanna Kuennen, Community & Economic Development Director
Kim Sommerland, Finance Director
Matt Price, Fire Chief
Kellee Omlid, Parks & Recreation Director
Missie Kohlbeck, Recreation Supervisor
Gary Rutherford, Police Chief
Jim Constantineau, Deputy Police Chief
Nate Siem, Administrative Sergeant
John Powell, Public Works Director
Shirley Buecksler, City Clerk

Also Present: Mary Garletts, Chair, Rambling River Center Advisory Board

4. APPROVE AGENDA

Motion was made by Councilmember Wilson and seconded by Councilmember Lien to approve the agenda, as presented.

Motion carried: 3 ayes / 0 nays

5. ANNOUNCEMENTS / COMMENDATIONS

6. CITIZENS COMMENTS / RESPONSES TO COMMENTS

The following citizens addressed the Council:

- Nathan Ryan, Cambrian Way
- Denise May, 22265 Berring Avenue
- Kathy Johnson, 22280 Berring Avenue
- Esther Varga, 30942 225th Street West

7. CONSENT AGENDA

- 7.1 Agreement for Legal Services Between the City of Farmington and Campbell Knutson
- 7.2 Appointment of Additional Election Judges for the 2024 Election Cycle; Resolution 2024-85
- 7.3 Gambling Exempt Permit from the Knights of Columbus Council 2400 Farmington, November 23, 2024; Resolution 2024-86
- 7.4 Gambling Exempt Permit Application from the Knights of Columbus Council 2400 Farmington, February 22, 2025; Resolution 2024-87
- 7.5 Temporary On-Sale Liquor License for Knights of Columbus Council 2400 Farmington, November 23, 2024
- 7.6 Temporary On-Sale Liquor License for Knights of Columbus Council 2400 Farmington, February 22, 2025
- 7.7 Development Contract – Vermillion Commons 4th Addition
- 7.8 Payment of Claims
- 7.9 Resolution 2024-80 Declaring Items as Surplus and Authorizing Disposal, Fire Department
- 7.10 Staff Changes and Recommendations, Including:
 - Dan Miller, Police Sergeant
 - Matthew Brown, Deputy Fire Chief
 - Braeden Bierbrauer, part-time Community Service Officer
 - Nicole Peaslee, part-time Liquor Store Clerk
- 7.11 Direct 10Gbps Connection with LOGIS via a Cross-Connection Service at the Minnesota Technology Center
- 7.12 2024-2025 Farmington High School Hockey Game Facility Use Agreement
- 7.13 Donation from Gerri Jolley to the Rambling River Center; Resolution 2024-84
- 7.14 Donation from Marilyn Walton to the Rambling River Center; Resolution 2024-82
- 7.15 Resolution 2024-81 Authorizing Solicitation of Contributions to Fund Events that Foster Positive Relationships Between Law Enforcement and the Community
- 7.16 2024 Mill & Overlay – Change Order No. 1
- 7.17 Memorandum of Understanding – Existing Easement Vacation and Creation of New Easement
- 7.18 Receive Quote and Award a Contract for the Fall 2024 Boulevard Stump Removals to Shadywood Tree Experts in the Quoted Amount of \$56,475.00
- 7.19 Resolution 2024-88 Declaring Item as Surplus and Authorizing Disposal, Public Works
- 7.20 Lawful Gambling Permit Application from Farmington Fire Relief Association, November 1, 2024; Resolution 2024-89

Motion was made by Councilmember Lien and seconded by Councilmember Wilson to approve the Consent Agenda, as presented.

Motion carried: 3 ayes / 0 nays

8. PUBLIC HEARINGS

9. AWARD OF CONTRACT

10. PETITIONS, REQUESTS AND COMMUNICATIONS

11. UNFINISHED BUSINESS

12. NEW BUSINESS

12.1 Resolution 2024-83 Adopting the Final Alternative Urban Areawide Review (AUAR) for the Farmington West Industrial Project

Director Kuennen presented for Council.

Motion was made by Councilmember Wilson and seconded by Councilmember Lien to adopt Resolution 2024-83 Authorizing the Adoption of the Final Alternative Urban Areawide Review (AUAR) for the Farmington West Industrial Project.

Motion carried: 3 ayes / 0 nays

12.2 Plans and Specifications and Authorize the Advertisement for Bids for the Rambling River Center Project

Director Omlid presented for Council, along with Missie Kohlbeck, Recreation Supervisor, and Mary Garletts, Chair of the Rambling River Center Advisory Board.

Motion was made by Councilmember Wilson and seconded by Councilmember Lien to approve plans and specifications and authorize the advertisement for bids for the Rambling River Center Project.

Motion carried: 3 ayes / 0 nays

13. CITY COUNCIL ROUNDTABLE

Attorney Koch:

Judicial elections are on the same ballot as the other elections, but you may have to turn over the ballot. You can go to the Secretary of State's website at mnvotes.gov, see a sample of your ballot including the judicial candidates. Those are courts from the Dakota County Courts all the way up to the Supreme Court.

Councilmember Wilson:

We complain about the winter and occasional severe weather, but if you live or have a family on the East Coast or in Florida, I ask that you think about them and say a prayer for them. And we're indirectly impacted, if not families impacted, because our food costs go up, transportation may get limited, and there are so many direct impacts of a hurricane that hits a different part of the country.

Also, I was one of the first 15 or 20 to get this awesome Farmington Police Department Pink Patch Stanley tumbler. So everyone here and those watching on TV, make sure that you take time to stop up to the Police Station and get one. The Police Department hit it out of the park with these. They always have the pink patches but, all joking aside, many of us have been negatively impacted by the terrible effects of breast cancer. This is an awesome campaign during the month of October, maybe it will extend beyond that depending on demand. All proceeds go to the American Cancer Society. I really appreciate the Department for coordinating this.

Administrator Gorski:

We have a guest in the audience tonight. Jim, I just wanted to thank you for your 25 years of service here in Farmington but also your years of service in law enforcement. Law enforcement is a very difficult career and you've done it very well. Not only do you have passion for the career of law enforcement and the profession, but you have passion for this community. We will not forget it. We thank you for your service above self, and we will miss seeing you around here all the time. Please don't be a stranger. Thank you.

Clerk Buecksler:

Next Wednesday, October 16th, is National Boss' Day, so I want to give a shout-out to Lynn for creating and maintaining the culture we have here that makes it such a wonderful place to work. Thank you. I appreciate you, Lynn.

Director Kuennen:

The Emery Apartments Open House will be 10:30 am tomorrow down on the corner. This is a super exciting project, and I think a great example of what progress in this community can look like and what change can look like. They will be opening up their doors with tours of the public spaces, including the upper level look out deck patio areas, and you'll be able to see some of the units. Public is welcome, and we will be doing a ribbon cutting with the Mayor saying a few words. Thank you for that.

Director Powell:

Last week, Public Works held their Snow Day. We don't want to wait until there could be snow before we start thinking about it. We have updated all of our plow routes, checked out all the equipment, drove the routes to see if there are any obstacles or iron gate valves, and manholes that need to be adjusted before we actually do get snow. It's also a great opportunity to have a MS4 discussion about salting and how to smart salt, as well as a few words from the Police Department,

and then overall stressing safety when they're out there and how to interact with the residents and stay safe.

We have an Open House tomorrow night for the 2025 Street Improvement Project. This is our second open house and will be in the atrium area from 5 pm to 6:30 pm.

The Mill & Overlay Project, which had until October 31st for final completion, is done. This is including the additional 20% or so of work that we added to the contract and was all finished.

Hydrant flushing started today and is generally about a two week process. We provide daily updates on the web page because, if something comes up that consumes a lot of our Staff time, we may have to shift. Also, we always finish off on a day when the high school is not active, which is around MEA, so when we're flushing in that area, we're not adversely impacting the high school.

Director Omlid:

Since the Rambling River Center will continue to fundraise, the Silent Auction and Breakfast Fundraiser is Saturday. Breakfast is from 8:30 to 10:30 am, \$12 per person for egg bake, cinnamon rolls, coffee, juice, and milk. The silent auction ends at 11 am. You can buy your tickets at the door.

Halloween Havoc Tour starts Monday, with the map of houses on the City's website and social media. Last year, we had 16 houses on the tour. This year, we have 25, with several collecting non-perishable food for the food shelf, and one collecting hats and mittens, so be sure to check out the houses on the tour.

Congratulations, Jimmy, I'm going to miss you. I think we worked the last 17 years together and it was definitely my pleasure. I'm going to miss seeing you around here.

Director Sommerland:

Last month, the Finance Department sent out letters to property owners who had delinquent balances for any sort of services provided by the City, such as utility billing, mowing weeds, that sort of thing. In that letter, it stated that those amounts would need to be paid by next Thursday, October 17th, before 2:30 pm.

Chief Price:

This week is National Fire Prevention Week. From the National Fire Protection Association (NFPA), this year's official theme is "Smoke alarms: Make them work for you." This year's focus working on smoke alarms comes in response from NFPA data which shows that the majority of home fire deaths continue to occur in homes with no smoke alarms or no working smoke alarms. This year's Fire Prevention Week campaign reinforces the critical importance of smoke alarms, what needs to install, test, and maintain them properly. Having working smoke alarms in the home reduces the risk of dying in a home fire by 54%. However, roughly three out of five

fire deaths occur in homes with either no smoke alarms or no working smoke alarms, and more than 38% of home fire deaths result from fires in which no smoke alarms were present. Fire Prevention Week is celebrated throughout North America every October and is the oldest U.S. public health observance on record for more than over 100 years. Fire Prevention Week has worked to educate people on the risk of home fires and ways to minimize them. Check out our website and all of our social media. We will be having things throughout the entire week on how to check your smoke alarms and change your batteries. In the city of Farmington over this entire year, we have seen a huge rise in false alarm calls that we've been going in homes, because their batteries are dead, or the alarm is over ten years old, and it has to get replaced.

Chief Rutherford:

I have so much to say, but I am going to defer my time on the open mic to Deputy Chief Constantineau and let him address the Council.

Deputy Chief Constantineau:

Mr. Mayor, Members of Council, Administrator, Department Heads, thank you.

Four. Nineteen. Six. Three. Six. Three. Twelve thousand. One.

Those numbers might not make much sense to you, but they do to me. In the 25 years I have been in Farmington, there have been four Mayors. There have been 19 different Councilmembers. There have been six different City Administrators. There have been three different HR Directors, six different Finance Directors, and three different Police Chiefs. And I've had to train them all in, it's been exhausting... Twelve thousand signifies the approximate growth of the city during my tenure here, so the population has pretty much doubled. The final one, and the most important to me, refers to my wife, Lori. She has been my rock throughout my time here and without her love and support, I wouldn't be here tonight. It's been quite a ride, especially the last four and a half bumpy years, but things have been smooth here. The support from our Council, our administration, and our citizens has been overwhelming at times but in a good way. I'd like to thank Chief Rutherford for seeing something in me that I didn't even see in myself and making me the first Deputy Chief in Farmington Police history. I'd like to thank my co-workers who are among the best cops in the country. I pray for their safety throughout these tumultuous times. Thank you, and God bless.

Everyone stood and applauded.

Mayor Hoyt:

The last six years – that's the timeframe that I've had the opportunity to really work with you and, time and time again, I have only seen a true professional show up. You're steadfast, you are reliable in every way, and you are a consummate professional. I love your enthusiasm, and I love your drive. I only get to see snippets, just micro pictures of the things you've done in your very distinguished career. In

the book, "The 21 Irrefutable Laws of Leadership" by John C. Maxwell, they talk about the law of the legacy, and it says the highest level of leadership is one that very few ever achieve. And that's putting their organization in a position to succeed in their absence. There is no doubt that the men and women that you have served with over your tenure are better because of your impact. And I know that from the very little time that I got to spend with you. You will be dearly missed in our Department, you will be dearly missed in our community, but your wife gets you back. For that time, ma'am, we thank you. You have made as many sacrifices as Jimmy has – the nights, the weekends, the holidays, all the things. You both are in this retirement. Go enjoy it, and I'm going to hold you to it – when we break ground on the expansion, you're coming back. But other than that, enjoy your retirement, Sir. You have earned it. Thank you for everything you've done for us – we appreciate you.

14. ADJOURNMENT

Motion was made by Councilmember Lien and seconded by Councilmember Wilson to adjourn the meeting at 8:20 pm.

Motion carried: 3 ayes / 0 nays

Respectfully submitted,

Shirley R Buecksler
City Clerk

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Minutes of the October 21, 2024 Joint Planning Commission and City Council Work Session
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

For Council review are the minutes of the October 21, 2024 Joint Planning Commission and City Council Work Session.

ACTION REQUESTED:

Approve the minutes of the October 21, 2024 Joint Planning Commission and City Council Work Session.

ATTACHMENTS:

[10.21.24 Joint Planning Commission-Council Work Session Minutes](#)

City of Farmington
Joint Planning Commission and City Council Work Session Minutes
Monday, October 21, 2024

The City Council met in a Joint Work Session with the Planning Commission on Monday, October 21, 2024, at Farmington City Hall, 430 Third Street, Farmington, Minnesota.

1. CALL TO ORDER

The Joint Work Session was called to order by Mayor Hoyt and Chair Rotty at 5:30 pm.

Members Present:

City Council

Mayor Joshua Hoyt

Councilmembers Katie Bernhjelm, Holly Bernatz, Nick Lien,
and Steve Wilson

Planning Commission

Chair Dirk Rotty

Commissioners LeeAnn Lehto and Krista Tesky

Members Absent:

Planning Commission

Commissioners Mitchell Snobeck and Phil Windschitl

City Staff Present:

Lynn Gorski, City Administrator

Leah Koch, City Attorney

Deanna Kuennen, Community & Economic Development Director

Kellee Omlid, Parks & Recreation Director

Tony Wippler, Planning Manager

Gary Rutherford, Police Chief

John Powell, Public Works Director

Shirley Buecksler, City Clerk

Also Present:

Beth Richmond, Consulting Planner, HKGi

2. APPROVE AGENDA

Motion was made by Councilmember Bernatz and seconded by Councilmember Wilson to approve the agenda, as presented.

Motion carried: 5 ayes / 0 nays

3. DISCUSSION ITEMS

3.1 Discussion on Cannabis Legislation and Potential Regulations

Planning Manager Wippler, along with Beth Richmond of HKGi, presented on how the City's zoning code could be updated to address the legislation and to build off the discussion that was had with the Planning Commission at their October 8th work session. On July 1st of this year, the City enacted a moratorium prohibiting the operation of cannabis businesses. This moratorium is set to expire on January 1, 2025. The intent of this project is to have updated ordinance language in place that regulates cannabis businesses by the end of 2024. Council and Commissioners asked questions and received answers.

Discussion:

- The Office of Cannabis Management will issue business licenses.
- Cities are responsible for registration process of retail businesses.
- Staff and the Planning Commission support one license per 12,500 residents.
- A municipal cannabis store would not count towards that cap.
- Buffering – discussion on some buffering that could be relaxed later or a slower approach with no buffers; consensus was no buffers for now.
- Keep conditional permits as presented.
- Hours of operation to align with on and off sale liquor.
- Aligned in zoning.
- Add indoor cultivation.
- Clean Indoor Act would apply – it applies to any smokeable products.

Planning Commission:

- Discuss at a work session and come back in December or January with recommendations on other conditions.
- Add conditions for A-1 indoor.

HKGi:

- Will work with Staff and bring to the Planning Commission, followed by the public hearing process, to get the City to the end of the year.

4. COUNCIL COMMITTEE UPDATE

No update.

5. CITY ADMINISTRATOR UPDATE

No update.

6. ADJOURNMENT

Motion was made by Commissioner Tesky and seconded by Commissioner Lehto to adjourn the meeting at 6:24 pm.

Motion carried: 3 ayes / 0 nays

Motion was made by Councilmember Lien and seconded by Councilmember Bernatz to adjourn the meeting at 6:24 pm.

Motion carried 5 ayes / 0 nays

Respectfully submitted,

Shirley R Buecksler
City Clerk



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

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Minutes of the October 21, 2024 Regular City Council Meeting
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

For Council approval are the minutes of the October 21, 2024 Regular City Council Meeting.

ACTION REQUESTED:

Approve the minutes of the October 21, 2024 Regular City Council Meeting.

ATTACHMENTS:

[10.21.24 Council Minutes](#)

**City of Farmington
Regular Council Meeting Minutes
Monday, October 21, 2024**

The City Council met in regular session on Monday, October 21, 2024, at Farmington City Hall, 430 Third Street, Farmington, Minnesota.

1. CALL TO ORDER

Mayor Hoyt called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Hoyt led everyone in the Pledge of Allegiance.

3. ROLL CALL

Members Present: Mayor Joshua Hoyt
Councilmembers Katie Bernhjelm, Holly Bernatz,
Nick Lien, and Steve Wilson

Members Absent: None

Staff Present: Lynn Gorski, City Administrator
Leah Koch, City Attorney
Deanna Kuennen, Community & Economic Development Director
Kim Sommerland, Finance Director
Matt Price, Fire Chief
Kellee Omlid, Parks & Recreation Director
Gary Rutherford, Police Chief
John Powell, Public Works Director
Shirley Buecksler, City Clerk

4. APPROVE AGENDA

Motion was made by Councilmember Wilson and seconded by Councilmember Bernatz to approve the agenda, as presented.

Motion carried: 5 ayes / 0 nays

5. ANNOUNCEMENTS / COMMENDATIONS

6. CITIZENS COMMENTS / RESPONSES TO COMMENTS

The following citizens addressed the Council:

- Dave Akin, resident of Farmington
- Terry Pearson, 2475 225th Street West, Castle Rock Township
- Kathy Johnson, 22280 Berring Avenue, Castle Rock Township

- Nate Ryan, 22390 Cambrian Way, Farmington
- Drea Doffing, 2255 225th Street West, Castle Rock Township
- Jeff Schottler, 22420 Calico Court, Farmington
- Lacey, Business Owner
- Piper Nelson, 5505 113th Street, Lonsdale
- Citizen (did not state name or address)

7. CONSENT AGENDA

- 7.1 Gambling Exempt Permit Application from Ducks Unlimited Northfield Golf Chapter MN-0113, December 22, 2024; Resolution 2024-90
- 7.2 Lawful Gambling Permit Application from Farmington Area Education Foundation, November 15, 2024; Resolution 2024-91
- 7.3 Minutes of the September 16, 2024 Regular City Council Meeting
- 7.4 Third Quarter 2024 New Construction Report
- 7.5 Payment of Claims
- 7.6 Staff Recommendations, including:
 - Hailey Kerr hired as Seasonal Skate Instructor
- 7.7 2024 Mill & Overlay – Final Payment and Change Order No. 2
- 7.8 Receive Bids and Award a Contract for the 2024 Shade Tree Bond Grant Ash Removals to Castle Rock Contracting & Tree LLC
- 7.9 Receive Quotes and Award a Contract for the 2024 Winter EAB Removal Phase 2 to Northwoods Tree Service
- 7.10 Grant Contract with State of Minnesota for Intensive Comprehensive Police Officer Education and Training (ICPOET)

Motion was made by Councilmember Bernatz and seconded by Councilmember Bernhjelm to approve the Consent Agenda, as presented.

Motion carried: 5 ayes / 0 nays

8. PUBLIC HEARINGS

- 8.1 Public Hearing and Certification of Delinquent Municipal Services to 2025 Property Taxes

Director Sommerland presented. Council asked questions and received answers.

Mayor Hoyt opened the public hearing at 7:33 pm. Seeing no one wishing to speak, the public hearing was closed at 7:34 pm.

Motion was made by Councilmember Wilson and seconded by Councilmember Bernhjelm to adopt Resolution 2024-92 Certifying Delinquent Municipal Service Accounts to Dakota County Treasurer-Auditor, as an addition to the 2025 real estate taxes for the appropriate properties.

Motion carried: 5 ayes / 0 nays

9. AWARD OF CONTRACT

10. PETITIONS, REQUESTS AND COMMUNICATIONS

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. CITY COUNCIL ROUNDTABLE

Attorney Koch:

Two judges were appointed today for Dakota County, and both are chambered in Hastings. One is Christopher Bates and the other is Matthew Schmidt. Eventually, they'll have their investiture ceremony, and we will have two new judges.

Councilmember Lien:

Have a safe and happy Halloween and watch out for kids running around.

Councilmember Bernatz

There are several Halloween events in and outside of the community, including the Parks and Recreation Halloween Havoc Tour, which was fantastic and had great displays. Also, Farmington Lutheran and Dodge Middle School both have Trunk or Treat opportunities, and Trinity Care Center is looking for kids and people dressed up to make their way through there on Halloween and brighten the residents' day. My family does the All Hallows Gala, which supports military families past and present. It's run by the Farmington Area Veterans Committee, and it's called the Support Our Troops Haunted House Organization. They used to run haunted house at the Dakota County fairgrounds for almost 20 years. They do a haunted house party with a costume component to it. The money spent to attend goes to a very good cause. The event will take place on Saturday, October 26th, in Northfield.

Councilmember Bernhjelm:

On Thursday, the Twin Cities Film Festival will be featuring our My Town episode of Farmington. I'm excited to see the full episode of this when we have the ability to share it more broadly with the rest of the community because I think it's a really great way to highlight the things we're doing here in town and excited to see this full project come to light.

Councilmember Wilson:

Thank you to Kellee and Missie and all the volunteers at the Rambling River Center who put on another great fundraiser.

Administrator Gorski:

On December 7th at 7 pm, the Farmington downtown will hopefully be full of participants of the First Annual Lighted Holiday Parade. Homestead Community Church, Farmington Rotary Club, and the City of Farmington have collaborated to

plan the event. It's a fun full day with lots of activities downtown. The Christmas Village in Dakota Village which will also be happening prior to our holiday parade.

Director Kuennen:

Thank you to everyone for coming to The Emery's grand opening. It's a beautiful facility, and it was really to be able to walk through it and see some of the units. For me, it was really fun to walk through with our Building Inspections Team. They're very proud of that project, and it's neat to walk through something that they've had to regulate and monitor and inspect every step along the way and see the pride in their eyes. That's the kind of Team that we have as a part of Farmington, and it was really fun to be able to experience that with them.

I also want to let everyone know that The Rye is underway. This is the Yellow Tree apartment project off of Dushane Parkway. We will be updating some drone footage throughout that project, as well, to watch it come to life. There is some drone footage that already exists, and it's fascinating to see how quickly things can change. This will be 176 units of market rate apartments that we will be welcoming into this community.

Thank you, Councilmember Bernhjelm, for bringing up the docuseries My Town. This was a great project for us to be involved in. We get to attend and see the episode for the first time on Thursday. It has been selected to be part of the Twin Cities Film Festival. We will also have a public event in January, with the date yet to be determined. We will have Cory Hepola, the brains behind this project, coming to our community, answering questions, and having a celebration to share this with the community. The episode will actually air publicly on the Sunday before Thanksgiving, but we also want to have that celebration where we can invite the community to really appreciate and enjoy this project.

Director Powell:

Public Works has completed hydrant flushing, so now we're starting street sweeping.

One of the contracts awarded this evening is related to our \$500,000 DNR shade tree grant. We're very excited because, not only did we get \$300,000 to remove trees and the cost per tree in the bid came in under what we had assumed, we also get to invest in tree replanting. This winter, we will be looking at a planting plan for the area that's affected. That's very exciting, in that most of our effort has been focused on public safety and removal of trees. Now we get to put in some of those trees and start some new trees out there.

Dakota County has kicked off the Denmark Avenue corridor study from County Road 50 to Ash Street. This study also includes Ash Street from Denmark Avenue over to the railroad tracks to the east. This study will look at traffic, operations, pedestrians, bikes, vehicles, what the future roadway section is that will address the bridge, and the connectivity of the greenway across Denmark Avenue. We will

look at intersections and where future intersections would be and whether they meet warrants for traffic control. This is just kicking off now, and we expect the first public open house to be in early December. We will post information as it becomes available, and we will have a link on our website to the County's project website.

Director Omlid:

As Councilmember Bernatz mentioned, Friday night is the Halloween walk from 5:30 to 7 pm behind Dodge Middle School. As of today, we have 25 businesses signed up to participate. This is a joint venture between Parks and Recreation and Community Education. The Halloween Havoc Tour is on the City's homepage if you're interested in the tour, and also on social media.

Today is the first day you can sign up your house for the Holiday Lighted Tour, which is on the Facebook page and the City's homepage.

Halloween is a week from Thursday, and it is also our last day in the current Rambling River Center. On Friday, November 1st, we will transition to Fire Station No. 1. We will have programs out of the Fire Station, and the fitness center will actually move here to City Hall in Conference Room 169. Just want to let everyone know where we're at until construction is done.

Chief Price:

We are 20 short days away for Turkey Bingo. We'll have a lot more information on November 4th.

Halloween data: 40% of all structure fires that happen over Halloween are because combustibles are too close to candles. If you're going to be using candles, the Fire Department asks that you make sure it's on a sturdy base, and that it's away from any sort of combustibles and other items. Also, make sure that you're putting them out in the event and if you're going to leave the room.

Chief Rutherford:

If anyone has been following our social media channels at the Police Department over the last week or two, you've probably seen some foreign language films about something to do with some pink Stanleys. I don't know what they say, but I know that they sold their pink Stanley really fast. We have been sourcing them from all over the place. We have a bunch more so, if anybody missed out on the first batch, we have some more. I hear there may be another video dropping tonight or tomorrow, probably going to be equally as funny, if it's as funny as they described it to me.

We are heading into winter parking season in about 10-11 short days, so start making plans to park your cars off the street. That day also happens to coincide with the launch of Toys for Town, which I can't believe is already here again. Starting November 1st, we'll have our collection bins out at about 45-50 different

locations throughout the city and some of our neighboring towns. Give early and give often.

Mayor Hoyt:

This is the time of year where there are a lot of events happening across the community. Whether it's through Parks and Recreation, through Community Education, all the different non-profits and organizations, all of our churches and religious groups, there's a ton of events happening. There are a lot of ways to find and become aware of those events, but they do come quick and the next thing you know, we're going to be talking about 2025.

Harvest season is not quite over yet. Even with the great conditions that we've had, there are still combines and trucks on the road. Even with the shorter daytime hours and with the hazards and the flashers on, please be slow, take your time and exercise patience. They have a living to earn, and we need to keep everybody safe.

Halloween will be fairly decent weatherwise than it has in some of the years past so be mindful that there are going to be more kiddos out on the streets, especially after dark. Just go slow, pay attention at all of the crossings, and please be as safe as you can.

Toys for Town is around the corner. The pink Stanleys go to benefit the Pink Patch Project, and I'll let you do that drop again, Chief.

Chief Rutherford:

All proceeds from the sale of our pink patches (we have two different patches in two different sizes, and we still have a few challenge coins left, and the pink Stanleys, go to the American Cancer Society.

Mayor Hoyt:

Last, we went to the ribbon cutting and the grand opening for The Emery. This was incredible. Much to the nay-saying that we've heard for the last year and a half about how big this is, how much of a monstrosity it is, how it's unaffordable, and all the bad things, it's a private \$16 million dollar plus investment, it's an incredible enhancement to downtown, and it is absolutely going to drive people to downtown. You're talking about 75+ new residents that are going to patron our local businesses. It looked amazing and I held back to not try and go in there through the process, but it is incredible and very well laid out. It's very clean and fresh and well done. High level finishes and it was incredible to sit in the model. Noise abatement and all the things that they have done, you couldn't hear anything outside or the vehicles that were driving on Elm Street. This is just another testament to how this City has continued to support its businesses. We listen to our businesses, and they tell us that one of their pressing concerns is affordable housing for their workforce. By diversifying the house mix, and by offering things that are at market rate, this continues to support our employers for them to grow and expand. I have no doubt that this building will have occupancy in a very quick period of time, and it'll be just

another staple of downtown. Aesthetically, it looks great, the way they matched the brick, and it far exceeded my expectations. That was great to see.

14. ADJOURNMENT

Motion was made by Councilmember Bernatz and seconded by Councilmember Lien to adjourn the meeting at 7:49 pm.

Motion carried: 5 ayes / 0 nays

Respectfully submitted,

Shirley R Buecksler
City Clerk

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Minutes of the November 8, 2024 Special City Council Meeting
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

For Council approval are the minutes of the November 8, 2024 Special City Council Meeting.

DISCUSSION:

The City Council met as the Canvassing Board to canvass and certify the results of the 2024 Municipal General Election. Attached are the minutes of this meeting, which include:

For the Mayoral seat:

- Joshua Hoyt received 5,902 votes;
- Paul Larsen received 5,422 votes; and
- There were 109 write-ins.

For the two Councilmember seats:

- Jake Cordes received 6,037 votes;
- Steve Wilson received 5,326 votes;
- Justin Wiles received 2,716 votes;
- Joshua Gore received 2,619 votes; and
- There were 179 write-ins.

At their November 8th meeting, the Canvassing Board approved the Abstract of Votes Cast, as provided by the Dakota County Elections Office, and adopted Resolution 2024-01 Canvassing the 2024 Municipal General Election, both of which are attached to the minutes.

New members will be sworn in at the City Council's first meeting in January.

ACTION REQUESTED:

Approve the minutes of the November 8, 2024 Special City Council Meeting.

ATTACHMENTS:

[11.08.24 Special Council Minutes](#)

**City of Farmington
Special City Council Meeting Minutes
Friday, November 8, 2024**

The City Council met in a special session on Friday, November 8, 2024, at Farmington City Hall, 430 Third Street, Farmington, Minnesota, to canvass the results of the 2024 Municipal General Election.

1. CALL TO ORDER

Mayor Hoyt called the meeting to order at 8:39 am.

2. PLEDGE OF ALLEGIANCE

Mayor Hoyt led everyone in the Pledge of Allegiance.

3. ROLL CALL

Members Present: Mayor Joshua Hoyt
Councilmembers Holly Bernatz and Nick Lien

Members Absent: Councilmembers Katie Bernhjelm and Steve Wilson

Staff Present: Shirley Buecksler, City Clerk

4. APPROVE AGENDA

Motion was made by Councilmember Lien and seconded by Councilmember Bernatz to approve the agenda, as presented.

Motion carried: 3 ayes / 0 nays

5. NEW BUSINESS

5.1 Canvassing Results of the 2024 Municipal General Election

The City Council met as the Canvassing Board to review and certify the results of the 2024 Municipal General Election.

Clerk Buecksler presented Resolution 2024-101, Canvassing the 2024 Municipal General Election Results, along with the Abstract of Votes Cast in the Precincts of the City of Farmington, State of Minnesota, at the State General Election Held Tuesday, November 5, 2024, as provided by the Dakota County Elections Office.

For the Mayoral seat, Joshua Hoyt received 5,902 votes, Paul Larsen received 5,422 votes, and there were 109 write-ins.

For the two Councilmember seats, Jake Cordes received 6,037 votes, Steve Wilson received 5,326 votes, Justin Wiles received 2,716 votes, Joshua Gore received 2,619 votes, and there were 179 write-ins.

Statistics for the 2024 Municipal General Election for the City of Farmington:

- 84.3% of Farmington registered voters voted during this election:
 - 6,383 voted by absentee ballot
 - 7,121 voted at the polls on Election Day;
- The average processing time for voters at the polls on Election Day was only 30 seconds;
- Polling sites were busy all day, with peak times at 7 am, 10 am, 3 pm, and 5 pm; and
- At the close of the election, there are now 16,025 registered voters in the city of Farmington.

Motion was made by Councilmember Lien and seconded by Councilmember Bernatz to:

- Approve the Abstract of Votes Cast in the Precincts of the City of Farmington, State of Minnesota, at the State General Election Held Tuesday, November 5, 2024, as provided by the Dakota County Elections Office; and
- Adopt Resolution 2024-101 Canvassing the 2024 Municipal General Election Results.

Motion carried: 3 ayes / 0 nays

Welcome to Mayor-Elect Joshua Hoyt, Councilmember-Elect Jake Cordes, and Councilmember-Elect Steve Wilson. New members will be sworn in at the Council's first meeting in January.

6. ADJOURNMENT

Motion was made by Councilmember Bernatz and seconded by Councilmember Lien to adjourn the meeting at 9:05 pm.

Motion carried: 3 ayes / 0 nays

Respectfully submitted,

Shirley R Buecksler
City Clerk

**CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-101

**A RESOLUTION CANVASSING THE
2024 MUNICIPAL GENERAL ELECTION RESULTS**

WHEREAS, the City of Farmington did conduct and hold a Municipal General Election on November 5, 2024 for the Mayoral seat and two (2) Councilmember seats; and

WHEREAS, the City Council, acting as the Canvassing Board for the City of Farmington, canvassed the Municipal General Election results as follows:

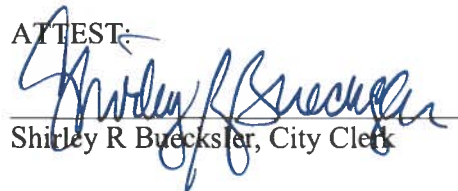
MAYOR	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Precinct 6	TOTAL
Joshua Hoyt	394	1,041	937	1,278	1,159	1,093	5,902
Paul Larsen	491	1,312	631	1,147	1,088	753	5,422
Write-Ins	12	31	17	10	16	23	109

COUNCILMEMBER	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Precinct 6	TOTAL
Jake Cordes	476	1,186	919	1,314	1,130	1,012	6,037
Steve Wilson	400	1,000	770	1,185	1,078	893	5,326
Justin Wiles	206	645	355	523	540	447	2,716
Joshua Gore	224	600	325	539	515	416	2,619
Write-Ins	13	49	23	31	33	30	179

NOW, THEREFORE, BE IT RESOLVED that the City Council, acting as the Canvassing Board and having canvassed the returns of the Municipal General Election held on November 5, 2024, hereby accepts the 2024 Municipal General Election results, as presented.

Adopted by the City Council of the City of Farmington, Minnesota, this 8th day of November 2024.


Joshua Hoyt, Mayor

ATTEST:

Shirley R Bueckler, City Clerk

Abstract of Votes Cast
In the Precincts of the City of Farmington
State of Minnesota
at the State General Election
Held Tuesday, November 5, 2024

as compiled from the official returns.

Summary of Totals
City of Farmington
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	14735
Number of persons registered on Election Day	1373
Number of accepted regular, military, and overseas absentee ballots and mail ballots	6409
Number of federal office only absentee ballots	8
Number of presidential absentee ballots	0
Total number of persons voting	13538

Summary of Totals
City of Farmington
Tuesday, November 5, 2024 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Farmington)

NP
Joshua Hoyt
5902

NP
Paul Larsen
5422

WI
WRITE-IN
109

Council Member (Farmington) (Elect 2)

NP
Justin Wiles
2716

NP
Joshua Gore
2619

NP
Steve Wilson
5326

NP
Jake Cordes
6037

WI
WRITE-IN
179

Detail of Election Results
City of Farmington
Tuesday, November 5, 2024 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
19 2210 : FARMINGTON P-1	1152	146	1057
19 2220 : FARMINGTON P-2	3097	316	2791
19 2230 : FARMINGTON P-3	2074	163	1923
19 2240 : FARMINGTON P-4	3021	237	2817
19 2250 : FARMINGTON P-5	2938	266	2697
19 2260 : FARMINGTON P-6	2453	245	2253
City of Farmington Total:	14735	1373	13538

Detail of Election Results
 City of Farmington
 Tuesday, November 5, 2024 State General Election

Office Title: Mayor (Farmington)

Precinct	NP Joshua Hoyt	NP Paul Larsen	WI WRITE-IN
19 2210 : FARMINGTON P-1	394	491	12
19 2220 : FARMINGTON P-2	1041	1312	31
19 2230 : FARMINGTON P-3	937	631	17
19 2240 : FARMINGTON P-4	1278	1147	10
19 2250 : FARMINGTON P-5	1159	1088	16
19 2260 : FARMINGTON P-6	1093	753	23
Total:	5902	5422	109

Office Title: Council Member (Farmington) (Elect 2)

Precinct	NP Justin Wiles	NP Joshua Gore	NP Steve Wilson	NP Jake Cordes	WI WRITE-IN
19 2210 : FARMINGTON P-1	206	224	400	476	13
19 2220 : FARMINGTON P-2	645	600	1000	1186	49
19 2230 : FARMINGTON P-3	355	325	770	919	23
19 2240 : FARMINGTON P-4	523	539	1185	1314	31
19 2250 : FARMINGTON P-5	540	515	1078	1130	33
19 2260 : FARMINGTON P-6	447	416	893	1012	30
Total:	2716	2619	5326	6037	179

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 5, 2024

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Farmington Clerk. Witness our official signature at Farmington, Minnesota, in Dakota County, this 8th day of November 2024.



Member of canvassing board - Joshua Hoyt



Member of canvassing board - Holly Bernatz

Member of canvassing board - Katie Bernhjelm



Member of canvassing board - Nick Lien

Member of canvassing board - Steve Wilson

Member of canvassing board

Member of canvassing board

State of Minnesota
City of Farmington

I, Shirley R. Bueckler, Clerk of the City of Farmington do hereby certify the within and foregoing 6 pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Farmington State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this 8th day of November, 2024.

Shirley R. Bueckler



REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Stephanie Aman, Economic Development Coordinator
Department: Council
Subject: Regional Letter of Support for MNDOT's Continued Designation of the Twin Cities-Albert Lea and Twin Cities-Mankato Rail Corridor
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

In 2015, the City of Farmington, along with over 30 southern Minnesota stakeholders, joined in expressing support for the State's designation of the Twin Cities-Albert Lea rail line as a Phase 1 project in the 2015 Rail Plan. Every 10 years, the Rail Plan must be updated.

DISCUSSION:

With the 2025 State Rail Plan now being drafted by MnDOT, Southern Minnesota Passenger Rail Initiative is working with stakeholders to ensure the continuation of the designation of the Twin Cities - Albert Lea rail line. Continuation of the designation from 2015 is needed to render this project eligible for any potential state and federal investment in the coming decade (2025-2035)

This letter serves to express support for the addition of a passenger rail designation for the existing east-west rail line that connects the **Twin Cities-Albert Lea** and **Twin Cities-Mankato** rail corridors in southern Minnesota and affords the opportunity to connect them to additional southern Minnesota communities including Rochester/DMC Mayo Clinic and Winona (and the existing Amtrak Service available in Winona).

The joint letter to MnDOT is provided for review and has been signed by 29 southern Minnesota stakeholders (cities, counties, chambers of commerce and colleges) and a signature from the City of Farmington will show the continued interest in the reintroduction of passenger rail service for the southern Minnesota region as we continue to grow.

BUDGET IMPACT:

No funds are requested in relation to the request.

ACTION REQUESTED:

Authorize Mayor Hoyt to sign the regional letter of support for continued designation of the Twin Cities-Albert Lea Rail Corridor.

ATTACHMENTS:

[AAA Joint letter from regional leaders 11 26 2024](#)

Southern Minnesota Passenger Rail Initiative

A letter to Minnesota Transportation Commissioner Nancy Daubenberger from Mayors, County Board Chairs, College Presidents and Chamber Leaders of Southern Minnesota.

To add your signature to this joint letter, send a .jpeg image of your signature reply to Suzie Nakasian at MnRail.US@gmail.com. We will add your signature to the letter below and send you a copy once we have all signatures "on board!"

Thank you for your consideration and support! Suzie Nakasian, Project Coordinator, c:507-649-0382

December 2, 2024

Nancy Daubenberger, Commissioner
Minnesota Department of Transportation
395 John Ireland Boulevard, Mailstop 100
St. Paul, MN 55155-1899

Dear Commissioner Daubenberger:

We the undersigned Mayors, County Board Chairs, Chamber Leaders and College Presidents of southern Minnesota join in expressing support for: join in expressing support for the *continued* prioritization of the **Twin Cities-Albert Lea** and **Twin Cities-Mankato** passenger rail corridors as Phase 1 projects in the 2025 State Rail Plan; and request that you grant a Phase 1 passenger rail designation for the existing east-west (Canadian Pacific/former "DM&E") rail line that connects the Mankato and Albert Lea rail corridors in southern Minnesota, and affords the opportunity to extend passenger rail service to southern Minnesota communities including Waseca, Rochester/DMC Mayo Clinic and Winona.

We congratulate your Department on the progress made by the State Rail Office over the last decade on the implementation of other Phase 1 projects designated in the 2015 Rail Plan. With those projects well underway, and Amtrak *Borealis* Service now completed, we urge you to make the reintroduction of passenger rail service for southern Minnesota a priority for the coming decade.

Thank you for your consideration.

Respectfully,

Signatures Received as of 11/27/24:

Albert Lea, Mayor Rich Murray - YES 10/22

North Mankato, Mayor Scott Carlson - YES 10/28

Savage, Mayor Janet Williams - YES 10/24

Savage, City Council Member Bob Coughlen - YES 10/24

St Paul, Mayor Melvin Carter, - YES 11/18

St Peter, Mayor Shannon Nowell -YES 11/18

Carleton College, Northfield, Dr. Alison Byerly President - YES 10/29

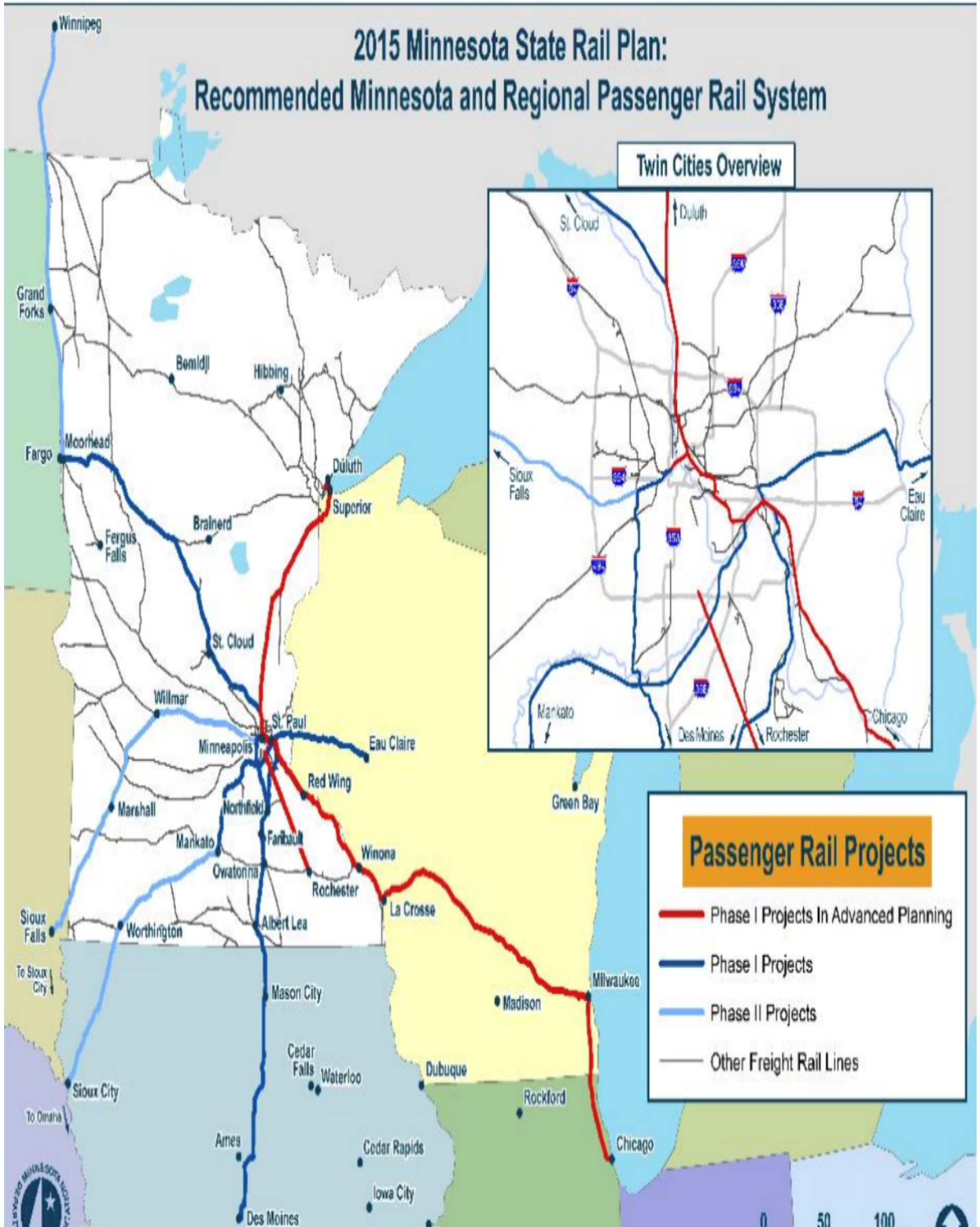
Rice County, Commissioner Galen Malecha -YES 10/29

Richfield, Mayor Mary Supple - YES 11/1

Waseca, Mayor Randy Zimmerman - YES 11/6

Rosemount, Mayor Jeff Weisensel - YES 11/12
Belle Plaine, Mayor Michael Woletz - YES 11/13
Faribault Area Chamber, Nort Johnson
Steele County, Commissioner Jim Abbe -YES 11/12
Northfield, Mayor Rhonda Pownell - YES
Faribault, Mayor Kevin Voracek, Yes 11/12
North Mankato, Council Member Sandra Oachs - 11/15
Tracy, Mayor Pam Cooreman - Yes 11/14
Northfield, City Council Member, Kathleen Holmes - YES 11/15
Owatonna, Mayor Thomas A. Kuntz - YES 11/26
Ramsey County Regional Rail Authority, Commissioner Raphael Ortega, Chair - YES 11/19
South Central Community College, Mankato/Faribault, Dr. Annette Annette Parker, President - 11/26
Bridgewater Township, Supervisor Glen Castore - YES 11/20
Waseca County Board Chair, Brad Millbrath - YES 11/19
Ramsey County Board Chair, Victoria Reinhardt - YES -
Le Sueur. Mayor Shawn Kirby 11/22
St Olaf College, Dr. Susan Singer, President 11/22
Owatonna Chamber of Commerce - 11/28

2015 Minnesota State Rail Plan: Recommended Minnesota and Regional Passenger Rail System



REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kim Sommerland, Finance Director
Department: Finance
Subject: 2025-2029 Capital Improvement Plan
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

Capital improvements are projects that require public funds for acquiring, constructing, or replacing essential infrastructure within communities. A Capital Improvement Plan (CIP) is a key tool for capital planning, used to coordinate the timing, location, and financing of these improvements over multiple years. It helps maintain existing assets, plan for future needs, and supports budget development, all while balancing community goals and priorities to ensure the provision of essential public services and support for economic development.

DISCUSSION:

The City's multi-year Capital Improvement Program (CIP) addresses both immediate and long-term needs, including but not limited to the replacement of major equipment, park development, building improvements, and street reconstruction. Unlike the operating budget, capital projects involve significant financial commitments that may span multiple years.

Prepared by City Staff, the CIP is a planning document that evolves over time. While it identifies projects for the next five years, it is subject to change based on factors such as additional study, community input, Council direction, and funding availability. Council had the opportunity to review details of the proposed 2025 projects during a work session earlier this year. Projects scheduled for the earlier years are more likely to be implemented as planned, while those in later years remain more flexible.

Though the CIP is integral to the budget process, it is not itself a budget. It functions as a flexible planning tool that is regularly updated. Acceptance of the CIP facilitates the inclusion of 2025 projects in the 2025 budget as they move forward, while projects for 2026 and beyond will be reviewed and adjusted in future updates.

BUDGET IMPACT:

The majority of the 2025 projects identified in the CIP have been incorporated into the proposed final 2025 budget. If any of the remaining projects develop during the year, the 2025 budget would be amended accordingly. Additionally, any projects exceeding the \$50,000 purchasing threshold will be presented to Council for final approval before entering into contracts.

ACTION REQUESTED:

Accept the 2025-2029 Capital Improvement Plan.

ATTACHMENTS:

[2025-2029 Five Year CIP Summary Reports](#)

City of Farmington, Minnesota

Capital Improvement Plan

FY '25 thru FY '29

PROJECTS BY CATEGORY

Category	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Equipment							
IT - Equipment Replacement Fund	ADM-24-001	106,390	106,390				212,780
Website Refresh	ADM-25-001	10,000					10,000
Fire Engine 2 Replacement	FI-25-001	1,300,000					1,300,000
Automobile Extrication Tools	FI-25-002	40,000					40,000
Generator for Fire Station 1	FI-25-004	250,000					250,000
Automated External Defibrillator Replacement	FI-26-001		30,000				30,000
Rescue 1 Replacement	FI-29-001					225,000	225,000
Self-Contained Breathing Apparatus Replacement	FI-31-001					525,000	525,000
Replace Patrol Squad 0501	PO-24-002	11,682	11,682	11,682			35,046
Replace Patrol Squad 0502	PO-24-003	11,682	11,682	11,682			35,046
Replace Admin Squad 0592	PO-24-004	7,124	7,124	7,124	7,124		28,496
Replace Investigations Squad 0564	PO-24-005	7,120	7,120	7,120	7,120		28,480
Replace Tasers	PO-25-001	41,630					41,630
Replace Patrol Squad 0512	PO-25-002	33,575	14,575	14,575	14,575		77,300
Replace Patrol Squad 0511	PO-25-003	33,575	14,575	14,575	14,575		77,300
Add CSO Vehicle to Fleet (54)	PO-25-005	24,600	9,600	9,600	9,600		53,400
Replace Patrol Squad 0521	PO-26-001		36,032	16,032	16,032	16,032	84,128
Replace Patrol Squad 0523	PO-26-002		36,032	16,032	16,032	16,032	84,128
Replace Admin Squad 0524	PO-26-003		23,032	16,032	16,032	16,032	71,128
Replace Handguns	PO-27-001			40,500			40,500
Replace Rifles	PO-27-002			91,800			91,800
Replace Patrol Squad 0533	PO-27-003			22,102	17,102	17,102	56,306
Replace Patrol Squad 0534	PO-27-004			22,102	17,102	17,102	56,306
Replace Patrol Squad 0535	PO-27-005			22,102	17,102	17,102	56,306
Replace Patrol Squad 0536	PO-27-006			22,102	17,102	17,102	56,306
Replace Patrol Squad 0537	PO-27-007			22,102	17,102	17,102	56,306
Replace Patrol Squad 0538	PO-27-008			22,102	17,102	17,102	56,306
Replace Patrol Squad 0541	PO-28-001				23,813	18,813	42,626
Replace Patrol Squad 0542	PO-28-002				23,813	18,813	42,626
Replace Investigations Squad 0530	PO-28-003				15,430	10,430	25,860
Replace Investigations Squad 0531	PO-28-004				15,430	10,430	25,860
Replace Investigations Squad 0532	PO-28-005				15,430	10,430	25,860
Drone Program	PO-29-001					20,000	20,000
Replace Patrol Squad 0551	PO-29-002					25,694	25,694
Replace Patrol Squad 0552	PO-29-003					25,694	25,694
Replace Admin Squad 0546	PO-29-004					16,480	16,480
Replace Investigations Squad 0544	PO-29-005					16,480	16,480
Replace Rifle Bunker	PO-29-006					15,000	15,000
Pickup Trucks	PR-24-014	32,600	45,880	45,880	45,880	32,425	202,665
John Deere Tractors	PR-24-016	58,195	59,940				118,135
Zero-Turn Mower	PR-24-017	25,500					25,500
Dodge Durango	PR-25-018		9,600	9,600	9,600	9,600	38,400
Brushcat	PR-25-026	8,350					8,350
Zamboni	PR-26-021		184,000				184,000
John Deere Tractors	PR-26-022		150,000	160,000			310,000
Kromer Stripper	PR-26-023		50,000				50,000
Dodge Caravan	PR-27-020			9,600	9,600	9,600	28,800

Category	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Dump Truck	PW-24-009	325,000					325,000
Engineering Vehicle	PW-24-010		10,000	10,000	10,000	10,000	40,000
Dump Truck	PW-25-006		325,000				325,000
Engineering Vehicle	PW-25-007	10,000	10,000	10,000	10,000	10,000	50,000
Brine Equipment	PW-25-008	50,000					50,000
Sewer Televising Equipment	PW-25-009	25,000					25,000
Pickup Truck	PW-26-005		10,000	10,000	10,000	10,000	40,000
Pickup Truck	PW-26-006		10,000	10,000	10,000	10,000	40,000
Air Compressor	PW-26-007		75,000				75,000
Dump Truck	PW-27-006				325,000		325,000
Motor Grader	PW-28-006					350,000	350,000
Equipment Total		2,412,023	1,247,264	654,446	727,698	1,530,597	6,572,028

Maintenance							
Trail Improvements	PR-24-001	220,000	250,000	275,000	300,000	325,000	1,370,000
Fire Station 1	PR-25-028	312,390	37,960		63,800		414,150
Central Maintenance Facility	PR-25-029		159,765	86,030			245,795
City Hall	PR-25-030	57,861	50,550				108,411
Police Station	PR-25-031		89,050				89,050
Schmitz-Maki Arena	PR-25-032	19,500		763,271			782,771
Fire Station #2	PR-25-033		14,852	45,500			60,352
1st Street Garage	PR-29-035		13,500			52,500	66,000
Annual Sanitary Sewer Lining	PW-24-012	250,000	250,000	250,000	250,000		1,000,000
Annual Mill & Overlay	PW-25-002	1,000,000					1,000,000
Annual Storm Water Management Maintenance	PW-25-003	400,000					400,000
Annual EAB Management	PW-25-004	500,000					500,000
Annual Mill & Overlay	PW-26-002		1,000,000				1,000,000
Annual Storm Water Management Maintenance	PW-26-003		400,000				400,000
Annual EAB Management	PW-26-004		700,000				700,000
Annual Mill & Overlay	PW-27-002			1,000,000			1,000,000
Annual Storm Water Management Maintenance	PW-27-003			400,000			400,000
Annual EAB Management	PW-27-004			600,000			600,000
Annual Mill & Overlay	PW-28-002				1,000,000		1,000,000
Annual Storm Water Management Maintenance	PW-28-003				400,000		400,000
Annual Mill & Overlay	PW-29-002					1,000,000	1,000,000
Annual Storm Water Management Maintenance	PW-29-003					400,000	400,000
Maintenance Total		2,759,751	2,965,677	3,419,801	2,013,800	1,777,500	12,936,529

Public Facilities							
New Flooring PK	LO-25-001	19,000					19,000
New Beer Cooling System PK	LO-27-001			43,000			43,000
5/2024 UPDATE - New Cooler Doors PK	LQ-25-002	32,000					32,000
Building Expansion and Remodel	PO-24-001		14,000,000				14,000,000
Water Storage Facilities	PW-24-005	5,400,000					5,400,000
Farmington West-Trunk Sanitary Sewer and Water	PW-25-011	1,450,000	1,200,000				2,650,000
Farmington East-Trunk Sanitary Sewer and Water	PW-25-012	1,750,000	1,500,000				3,250,000
Fuel Island	PW-27-005			900,000			900,000
Public Facilities Total		8,651,000	16,700,000	943,000			26,294,000

Recreation and Open Space							
Rambling River Park	PR-24-002		700,000	200,000	1,000,000		1,900,000
Tamarack Park	PR-25-003		115,000				115,000
Depot Way Arts Park	PR-25-36	100,000					100,000
Jim Bell Park and Preserve Neighborhood Park	PR-26-004				115,000		115,000
Evergreen Knoll Park	PR-26-005				115,000		115,000

Category	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Meadowview Park	PR-26-025		115,000				115,000
Park Master Plan for Vermillion Commons	PR-26-34		12,500				12,500
Daisy Knoll Park	PR-27-007				100,000		100,000
Vermillion Grove Park	PR-27-012					30,000	30,000
Dakota County Estates Park	PR-28-006					115,000	115,000
Westview Acres Park	PR-28-008	55,000				40,000	95,000
Hill Dee Park	PR-28-011		15,000			100,000	115,000
Distad Park	PR-29-009					150,000	150,000
Recreation and Open Space Total		155,000	957,500	200,000	1,330,000	435,000	3,077,500
Right of Way Improvement							
2025 Street Improvements	PW-25-001	2,800,000					2,800,000
2025 MSA Improvements-Flagstaff Avenue	PW-25-005	150,000					150,000
2025 MSA Improvements-Spruce Street	PW-25-010	800,000					800,000
2026 Street Improvements	PW-26-001	200,000	2,800,000				3,000,000
2026 MSA Improvements-Willow Street	PW-26-008		950,000				950,000
2027 Street Improvements	PW-27-001		200,000	2,800,000			3,000,000
2027 MSA Improvements-1st Street	PW-27-007			1,600,000			1,600,000
2028 Street Improvements	PW-28-001				3,000,000		3,000,000
Carver Lane Backage Road	PW-28-005				50,000		50,000
9th Street Backage Road	PW-28-007				50,000		50,000
2029 Street Improvements	PW-29-001				200,000	2,800,000	3,000,000
Right of Way Improvement Total		3,950,000	3,950,000	4,400,000	3,300,000	2,800,000	18,400,000
GRAND TOTAL		17,927,774	25,820,441	9,617,247	7,371,498	6,543,097	67,280,057

City of Farmington, Minnesota

Capital Improvement Plan

FY '25 thru FY '29

FUNDING SOURCE SUMMARY

Source	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Building Maintenance Fund	389,751	365,677	894,801	63,800	52,500	1,766,529
County Funds				400,000		400,000
Donations		350,000				350,000
EAB Fund	500,000	700,000	600,000			1,800,000
G.O. Bonds	1,500,000	15,500,000	1,500,000	1,600,000	1,500,000	21,600,000
G.O. Equipment Certificates	1,300,000					1,300,000
General Capital Equipment Fund	680,633	1,115,874	654,446	727,698	1,530,597	4,709,248
Grants		350,000				350,000
Park Improvement Fund	155,000	257,500	200,000	930,000	435,000	1,977,500
Sewer Fund	2,565,000	2,015,000	1,190,000	740,000	490,000	7,000,000
State Aid	1,140,000	800,000	1,300,000			3,240,000
Stormwater Fund	890,000	890,000	1,190,000	890,000	890,000	4,750,000
Street Maintenance Fund	880,000	880,000	880,000	880,000	880,000	4,400,000
Trail Maintenance Fund	220,000	250,000	275,000	300,000	325,000	1,370,000
User Fees	157,390	106,390	43,000			306,780
Water Fund	7,840,000	1,915,000	1,090,000	640,000	640,000	12,125,000
GRAND TOTAL	18,217,774	25,495,441	9,817,247	7,171,498	6,743,097	67,445,057

City of Farmington, Minnesota

Capital Improvement Plan

FY '25 thru FY '29

PROJECTS BY FUNDING SOURCE

Source	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Building Maintenance Fund							
Fire Station 1	PR-25-028	312,390	37,960		63,800		414,150
Central Maintenance Facility	PR-25-029		159,765	86,030			245,795
City Hall	PR-25-030	57,861	50,550				108,411
Police Station	PR-25-031		89,050				89,050
Schmitz-Maki Arena	PR-25-032	19,500		763,271			782,771
Fire Station #2	PR-25-033		14,852	45,500			60,352
1st Street Garage	PR-29-035		13,500			52,500	66,000
Building Maintenance Fund Total		389,751	365,677	894,801	63,800	52,500	1,766,529
County Funds							
Rambling River Park	PR-24-002				400,000		400,000
County Funds Total					400,000		400,000
Donations							
Rambling River Park	PR-24-002		350,000				350,000
Donations Total			350,000				350,000
EAB Fund							
Annual EAB Management	PW-25-004	500,000					500,000
Annual EAB Management	PW-26-004		700,000				700,000
Annual EAB Management	PW-27-004			600,000			600,000
EAB Fund Total		500,000	700,000	600,000			1,800,000
G.O. Bonds							
Building Expansion and Remodel	PO-24-001		14,000,000				14,000,000
2025 Street Improvements	PW-25-001	1,500,000					1,500,000
2026 Street Improvements	PW-26-001		1,500,000				1,500,000
2027 Street Improvements	PW-27-001			1,500,000			1,500,000
2028 Street Improvements	PW-28-001				1,500,000		1,500,000
Carver Lane Backage Road	PW-28-005				50,000		50,000
9th Street Backage Road	PW-28-007				50,000		50,000
2029 Street Improvements	PW-29-001					1,500,000	1,500,000
G.O. Bonds Total		1,500,000	15,500,000	1,500,000	1,600,000	1,500,000	21,600,000
G.O. Equipment Certificates							
Fire Engine 2 Replacement	FI-25-001	1,300,000					1,300,000

Source	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total	
G.O. Equipment Certificates Total		1,300,000						1,300,000
General Capital Equipment Fund								
Automated External Defibrillator Replacement	FI-26-001		30,000				30,000	
Rescue 1 Replacement	FI-29-001					225,000	225,000	
Self-Contained Breathing Apparatus Replacement	FI-31-001					525,000	525,000	
Replace Patrol Squad 0501	PO-24-002	11,682	11,682	11,682			35,046	
Replace Patrol Squad 0502	PO-24-003	11,682	11,682	11,682			35,046	
Replace Admin Squad 0592	PO-24-004	7,124	7,124	7,124	7,124		28,496	
Replace Investigations Squad 0564	PO-24-005	7,120	7,120	7,120	7,120		28,480	
Replace Tasers	PO-25-001	41,630					41,630	
Replace Patrol Squad 0512	PO-25-002	33,575	14,575	14,575	14,575		77,300	
Replace Patrol Squad 0511	PO-25-003	33,575	14,575	14,575	14,575		77,300	
Add CSO Vehicle to Fleet (54)	PO-25-005	24,600	9,600	9,600	9,600		53,400	
Replace Patrol Squad 0521	PO-26-001		36,032	16,032	16,032	16,032	84,128	
Replace Patrol Squad 0523	PO-26-002		36,032	16,032	16,032	16,032	84,128	
Replace Admin Squad 0524	PO-26-003		23,032	16,032	16,032	16,032	71,128	
Replace Handguns	PO-27-001			40,500			40,500	
Replace Rifles	PO-27-002			91,800			91,800	
Replace Patrol Squad 0533	PO-27-003			22,102	17,102	17,102	56,306	
Replace Patrol Squad 0534	PO-27-004			22,102	17,102	17,102	56,306	
Replace Patrol Squad 0535	PO-27-005			22,102	17,102	17,102	56,306	
Replace Patrol Squad 0536	PO-27-006			22,102	17,102	17,102	56,306	
Replace Patrol Squad 0537	PO-27-007			22,102	17,102	17,102	56,306	
Replace Patrol Squad 0538	PO-27-008			22,102	17,102	17,102	56,306	
Replace Patrol Squad 0541	PO-28-001				23,813	18,813	42,626	
Replace Patrol Squad 0542	PO-28-002				23,813	18,813	42,626	
Replace Investigations Squad 0530	PO-28-003				15,430	10,430	25,860	
Replace Investigations Squad 0531	PO-28-004				15,430	10,430	25,860	
Replace Investigations Squad 0532	PO-28-005				15,430	10,430	25,860	
Drone Program	PO-29-001					20,000	20,000	
Replace Patrol Squad 0551	PO-29-002					25,694	25,694	
Replace Patrol Squad 0552	PO-29-003					25,694	25,694	
Replace Admin Squad 0546	PO-29-004					16,480	16,480	
Replace Investigations Squad 0544	PO-29-005					16,480	16,480	
Replace Rifle Bunker	PO-29-006					15,000	15,000	
Pickup Trucks	PR-24-014	32,600	45,880	45,880	45,880	32,425	202,665	
John Deere Tractors	PR-24-016	58,195	59,940				118,135	
Zero-Turn Mower	PR-24-017	25,500					25,500	
Dodge Durango	PR-25-018		9,600	9,600	9,600	9,600	38,400	
Brushcat	PR-25-026	8,350					8,350	
Zamboni	PR-26-021		184,000				184,000	
John Deere Tractors	PR-26-022		150,000	160,000			310,000	
Kromer Striper	PR-26-023		50,000				50,000	
Dodge Caravan	PR-27-020			9,600	9,600	9,600	28,800	
Dump Truck	PW-24-009	325,000					325,000	
Engineering Vehicle	PW-24-010		10,000	10,000	10,000	10,000	40,000	
Dump Truck	PW-25-006		300,000				300,000	
Engineering Vehicle	PW-25-007	10,000	10,000	10,000	10,000	10,000	50,000	
Brine Equipment	PW-25-008	50,000					50,000	
Pickup Truck	PW-26-005		10,000	10,000	10,000	10,000	40,000	
Pickup Truck	PW-26-006		10,000	10,000	10,000	10,000	40,000	
Air Compressor	PW-26-007		75,000				75,000	
Dump Truck	PW-27-006				325,000		325,000	

Source	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Motor Grader	PW-28-006					350,000	350,000
General Capital Equipment Fund Total		680,633	1,115,874	654,446	727,698	1,530,597	4,709,248
Grants							
Rambling River Park	PR-24-002		350,000				350,000
Grants Total			350,000				350,000
Park Improvement Fund							
Rambling River Park	PR-24-002			200,000	600,000		800,000
Tamarack Park	PR-25-003		115,000				115,000
Depot Way Arts Park	PR-25-36	100,000					100,000
Jim Bell Park and Preserve Neighborhood Park	PR-26-004				115,000		115,000
Evergreen Knoll Park	PR-26-005				115,000		115,000
Meadowview Park	PR-26-025		115,000				115,000
Park Master Plan for Vermillion Commons	PR-26-34		12,500				12,500
Daisy Knoll Park	PR-27-007				100,000		100,000
Vermillion Grove Park	PR-27-012					30,000	30,000
Dakota County Estates Park	PR-28-006					115,000	115,000
Westview Acres Park	PR-28-008	55,000				40,000	95,000
Hill Dee Park	PR-28-011		15,000			100,000	115,000
Distad Park	PR-29-009					150,000	150,000
Park Improvement Fund Total		155,000	257,500	200,000	930,000	435,000	1,977,500
Sewer Fund							
Annual Sanitary Sewer Lining	PW-24-012	250,000	250,000	250,000	250,000		1,000,000
2025 Street Improvements	PW-25-001	450,000					450,000
Annual Mill & Overlay	PW-25-002	40,000					40,000
Sewer Televising Equipment	PW-25-009	25,000					25,000
2025 MSA Improvements-Spruce Street	PW-25-010	50,000					50,000
Farmington West-Trunk Sanitary Sewer and Water	PW-25-011	875,000	450,000				1,325,000
Farmington East-Trunk Sanitary Sewer and Water	PW-25-012	875,000	750,000				1,625,000
2026 Street Improvements	PW-26-001		450,000				450,000
Annual Mill & Overlay	PW-26-002		40,000				40,000
2026 MSA Improvements-Willow Street	PW-26-008		75,000				75,000
2027 Street Improvements	PW-27-001			450,000			450,000
Annual Mill & Overlay	PW-27-002			40,000			40,000
Fuel Island	PW-27-005			300,000			300,000
2027 MSA Improvements-1st Street	PW-27-007			150,000			150,000
2028 Street Improvements	PW-28-001				450,000		450,000
Annual Mill & Overlay	PW-28-002				40,000		40,000
2029 Street Improvements	PW-29-001					450,000	450,000
Annual Mill & Overlay	PW-29-002					40,000	40,000
Sewer Fund Total		2,565,000	2,015,000	1,190,000	740,000	490,000	7,000,000
State Aid							
Automobile Extrication Tools	FI-25-002	40,000					40,000
Generator for Fire Station 1	FI-25-004	250,000					250,000
2025 MSA Improvements-Flagstaff Avenue	PW-25-005	150,000					150,000
2025 MSA Improvements-Spruce Street	PW-25-010	700,000					700,000

Source	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
2026 MSA Improvements-Willow Street	PW-26-008		800,000				800,000
2027 MSA Improvements-1st Street	PW-27-007			1,300,000			1,300,000
State Aid Total		1,140,000	800,000	1,300,000			3,240,000

Stormwater Fund

2025 Street Improvements	PW-25-001	450,000					450,000
Annual Mill & Overlay	PW-25-002	40,000					40,000
Annual Storm Water Management Maintenance	PW-25-003	400,000					400,000
2026 Street Improvements	PW-26-001		450,000				450,000
Annual Mill & Overlay	PW-26-002		40,000				40,000
Annual Storm Water Management Maintenance	PW-26-003		400,000				400,000
2027 Street Improvements	PW-27-001			450,000			450,000
Annual Mill & Overlay	PW-27-002			40,000			40,000
Annual Storm Water Management Maintenance	PW-27-003			400,000			400,000
Fuel Island	PW-27-005			300,000			300,000
2028 Street Improvements	PW-28-001				450,000		450,000
Annual Mill & Overlay	PW-28-002				40,000		40,000
Annual Storm Water Management Maintenance	PW-28-003				400,000		400,000
2029 Street Improvements	PW-29-001					450,000	450,000
Annual Mill & Overlay	PW-29-002					40,000	40,000
Annual Storm Water Management Maintenance	PW-29-003					400,000	400,000
Stormwater Fund Total		890,000	890,000	1,190,000	890,000	890,000	4,750,000

Street Maintenance Fund

Annual Mill & Overlay	PW-25-002	880,000					880,000
Annual Mill & Overlay	PW-26-002		880,000				880,000
Annual Mill & Overlay	PW-27-002			880,000			880,000
Annual Mill & Overlay	PW-28-002				880,000		880,000
Annual Mill & Overlay	PW-29-002					880,000	880,000
Street Maintenance Fund Total		880,000	880,000	880,000	880,000	880,000	4,400,000

Trail Maintenance Fund

Trail Improvements	PR-24-001	220,000	250,000	275,000	300,000	325,000	1,370,000
Trail Maintenance Fund Total		220,000	250,000	275,000	300,000	325,000	1,370,000

User Fees

IT - Equipment Replacement Fund	ADM-24-001	106,390	106,390				212,780
New Flooring PK	LO-25-001	19,000					19,000
New Beer Cooling System PK	LO-27-001			43,000			43,000
5/2024 UPDATE - New Cooler Doors PK	LQ-25-002	32,000					32,000
User Fees Total		157,390	106,390	43,000			306,780

Water Fund

Water Storage Facilities	PW-24-005	5,400,000					5,400,000
2025 Street Improvements	PW-25-001	600,000					600,000
Annual Mill & Overlay	PW-25-002	40,000					40,000
2025 MSA Improvements-Spruce Street	PW-25-010	50,000					50,000
Farmington West-Trunk Sanitary Sewer and Water	PW-25-011	875,000	450,000				1,325,000

Source	Project #	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Farmington East-Trunk Sanitary Sewer and Water	PW-25-012	875,000	750,000				1,625,000
2026 Street Improvements	PW-26-001		600,000				600,000
Annual Mill & Overlay	PW-26-002		40,000				40,000
2026 MSA Improvements-Willow Street	PW-26-008		75,000				75,000
2027 Street Improvements	PW-27-001			600,000			600,000
Annual Mill & Overlay	PW-27-002			40,000			40,000
Fuel Island	PW-27-005			300,000			300,000
2027 MSA Improvements-1st Street	PW-27-007			150,000			150,000
2028 Street Improvements	PW-28-001				600,000		600,000
Annual Mill & Overlay	PW-28-002				40,000		40,000
2029 Street Improvements	PW-29-001					600,000	600,000
Annual Mill & Overlay	PW-29-002					40,000	40,000
Water Fund Total		7,840,000	1,915,000	1,090,000	640,000	640,000	12,125,000
GRAND TOTAL		18,217,774	25,495,441	9,817,247	7,171,498	6,743,097	67,445,057



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

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kim Sommerland, Finance Director
Department: Finance
Subject: Payment of Claims
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

Attached is the list of check and electronic payments for the period of 11/13/2024-11/26/2024 for approval.

ACTION REQUESTED:

Approve payment of claims.

ATTACHMENTS:

[Council Summary Payment of Claims 12-02-2024](#)

**CITY OF FARMINGTON
SUMMARY PAYMENT OF CLAIMS
December 2, 2024**

CLAIMS FOR APPROVAL 11/13/2024-11/26/2024

CHECK PAYMENTS	\$ 579,043.06
ELECTRONIC PAYMENTS	<u>\$ 539,441.31</u>
TOTAL	<u><u>\$ 1,118,484.37</u></u>

**The City Council receives a detail list of claims paid that is available to
the public upon request.**

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Lynn Gorski, City Administrator
Department: HR
Subject: Staff Changes and Recommendations
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

Approve the appointments of Heath Walker, Jack Aarness, Addison Moudry, and Debra Lyons.

DISCUSSION:

Due to the promotion of Deputy Fire Chief Matt Brown, the City went through the process of hiring for the open Fire Marshal position. Heath Walker was selected as the successful Fire Marshal candidate. Heath started his career with the Farmington Fire Department on April 16, 2007, as a Paid-On Call Firefighter. Heath's effective date for the Fire Marshal position will be December 9, 2024.

The following seasonal staff were selected:

- Jack Aarness, Seasonal Skate Guard (contingent on background)
- Addison Moudry, Seasonal Skate Instructor
- Debra Lyons, Seasonal Warming House Attendant

BUDGET IMPACT:

All positions have been accounted for in the budget.

ACTION REQUESTED:

Approve the appointments of Heath Walker, Jack Aarness, Addison Moudry, and Debra Lyons.

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kellee Omlid, Parks & Recreation Director
Department: Parks & Recreation
Subject: Breach of Contract and File a Claim in Conciliation Court
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

The U.S. Department of Agriculture (USDA) worked with Frontier to run fiber into their newly constructed expansion space at City Hall. As part of the project, a piece of sidewalk on the north side of City Hall was removed and repoured. Two young children walked over and through the wet concrete rendering the repour useless in early June. City Staff contacted the respective parents of the children.

DISCUSSION:

On September 3, 2024, Ms. Robin Borneman entered into a settlement agreement with the City, in which she agreed to pay \$1,250 in exchange for the City releasing claims resulting from damage to City property. Per the agreement, Ms. Borneman was initially required to deliver payment to the City on September 30, 2024. The City granted her several extensions to make payment, with the final extension being until November 22, 2024. Ms. Borneman did not make any payments to the City by this date. Ms. Borneman's failure to pay under the terms of the settlement agreement mean she is in breach of the agreement.

Since the amount Ms. Borneman was required to pay is within the limits to pursue a claim in conciliation court, Staff recommends filing a claim in conciliation court for breach of contract in the amount of \$1,250 plus \$80 in filing fees and costs (\$1,330 total damages).

BUDGET IMPACT:

The cost for the sidewalk repair was \$2,500. Ms. Borneman is to compensate the City in the amount of \$1,250 for sidewalk repairs plus \$80 for court filing fees and costs for a total of \$1,330.

ACTION REQUESTED:

Approve Staff filing a claim in conciliation court for breach of contract.

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Gary Rutherford, Police Chief
Department: Police
Subject: FY 2024 Community Project Funding Grant
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

To support the Farmington Police Department Infrastructure Security Project, we have been awarded an Office of Justice Programs (OJP) grant for a perimeter security fence.

DISCUSSION:

Early in 2024, the Police Department began investigating the Byrne grant program. The decision was made to apply for this grant to fund the construction of a perimeter security fence around the Police Department. Deputy Chief Constantineau filed the application with the OJP and, in August, we were advised that Farmington was being awarded the grant, as requested.

BUDGET IMPACT:

The proposed project was designed and estimated by Wold Architects & Engineers. The estimated total cost of the project is \$869,000.00, and the total grant was awarded to cover the total cost of the project of \$869,000.00. Ongoing conversations with Wold indicate that the project still projects to be at or below the initial estimated cost. The project would be monitored and adjusted, as needed, to not exceed the total grant amount.

ACTION REQUESTED:

Please ask any questions that you may have. Staff recommends the acceptance of the FY 2024 Community Project Funding Grant for the Farmington Police Department Infrastructure Security Project.

ATTACHMENTS:

[Initial Award FAW-182078](#)



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF FARMINGTON 430 3RD ST	
City, State and Zip:		FARMINGTON, MN 55024	
Recipient UEI:		NKYGNRF4NTS7	
Project Title: City of Farmington Police Department Infrastructure Security Project		Award Number: 15PBJA-24-GG-00397-BRND	
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program			
Federal Award Amount: \$869,000.00		Federal Award Date: 8/15/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 8/1/24		Project Period End Date: 7/31/25	
Budget Period Start Date: 8/1/24		Budget Period End Date: 7/31/25	
Project Description: The City of Farmington proposes to implement the City of Farmington Police Department Infrastructure Security Project. The purpose is to better protect the critical infrastructure that is housed in the police department building in the City of Farmington, including the city's fiber hub and our evidence room. Project activities include the construction of a perimeter fence around police department facilities to enhance security measures and fortify the integrity of critical infrastructure. Expected outcomes include the establishment of a robust physical barrier that restricts unauthorized access to the premises, thereby safeguarding sensitive areas, equipment, and personnel. Although a barrier, the fence will be built in such a way as to blend in with the neighborhood rather than appearing fortress-like. The intended beneficiaries are the residents of the city of Farmington, as well as anyone that works or does business within the city. Additionally, victims of crimes that occur in Farmington will benefit as the evidence stored in our evidence room will be protected against breach or damage.			

Award Letter

August 15, 2024

Dear Jim Constantineau,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF FARMINGTON for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$869,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location of the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

<https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

CITY OF FARMINGTON

UEI

NKYGNRF4NTS7

Street 1

430 3RD ST

Street 2**City**

FARMINGTON

State/U.S. Territory

Minnesota

Zip/Postal Code

55024

Country

United States

County/Parish

no value

Province

no value

Award Details**Federal Award Date**

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00397-BRND

Supplement Number

00

Federal Award Amount

\$869,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
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16.753	Congressionally Recommended Awards
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Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14153643

Grant Manager

Tammy Lovill

Phone Number

202-598-6565

E-mail Address

Tammy.L.Lovill@usdoj.gov

Project Title

City of Farmington Police Department Infrastructure Security Project

Performance Period Start

Date

08/01/2024

Performance Period End Date

07/31/2025

Budget Period Start Date

08/01/2024

Budget Period End Date

07/31/2025

Project Description

The City of Farmington proposes to implement the City of Farmington Police Department Infrastructure Security Project. The purpose is to better protect the critical infrastructure that is housed in the police department building in the City of Farmington, including the city's fiber hub and our evidence room. Project activities include the construction of a perimeter fence around police department facilities to enhance security measures and fortify the integrity of critical infrastructure. Expected outcomes include the establishment of a robust physical barrier that restricts unauthorized access to the premises, thereby safeguarding sensitive areas, equipment, and personnel. Although a barrier, the fence will be built in such a way as to blend in with the neighborhood rather than appearing fortress-like. The intended beneficiaries are the residents of the city of Farmington, as well as anyone that works or does business within the city. Additionally, victims of crimes that occur in Farmington will benefit as the evidence stored in our evidence room will be protected against breach or damage.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
\$0	\$0

Fringe Benefits		
\$0		\$0
Travel		
\$0		\$0
Equipment		
\$0		\$0
Supplies		
\$0		\$0
Construction		
\$869,000		\$869,000
SubAwards		
\$0		\$0
Procurement Contracts		
\$0		\$0
Other Costs		
\$0		\$0
Total Direct Costs		
\$869,000		\$869,000
Indirect Costs		
\$0		\$0
Total Project Costs		
\$869,000		\$869,000
Federal		
Non-Federal		
Year1		
\$869,000		

\$0

\$869,000

\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$869,000	
Federal Funds	\$869,000	100.00
Non-Federal Amount	\$0	0.00
Match Amount	\$0	0.00
Program Income	\$0	0.00

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for

the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and

OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official

position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

Condition 50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 52

The recipient agrees not to expend or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and an Award Condition Modification

(ACM) has been issued removing this condition.

Condition 53

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

Condition 54

Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down more than 10% of the award funds until-- (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2021, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition.

Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

Condition 55

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 56

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/12/24 10:27 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Mayor

Name of Authorized Entity Official

Joshua Hoyt

Signed Date And Time

9/23/2024 9:44 AM

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: John Powell, Public Works Director
Department: Engineering
Subject: Dakota County Community Waste Abatement 2025 Grant Agreement
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

Dakota County adopted the 2018-2038 Dakota County Solid Waste Master Plan (Master Plan) in September of 2018. The Master Plan is developed to support the objectives of the Metropolitan Solid Waste Management Policy Plan (Policy Plan). A key theme of the Policy Plan is that change is necessary if the region is to continue to move beyond current trends and meet the goals of the Waste Management Act (Minnesota Statute Section 115A). Dakota County Solid Waste Ordinance 110, Section 16.01, requires each municipality in the County to have a solid waste abatement program that supports the implementation of the Master Plan.

DISCUSSION:

Dakota County has provided landfill abatement funding assistance to communities in Dakota County since 1989. The City receives funding from Dakota County to assist with the promotion, activities, and administration of the Community Waste Abatement Grant Program, formerly known as the Community Funding Grant and Joint Powers Agreement (JPA). Currently, Farmington partners with the Cities of Rosemount and Hastings for the administration and implementation of a solid waste abatement program, funded by the County's Community Waste Abatement Grant Program.

Violet Penman, who is an employee of the City of Rosemount, administers the program to the Cities of Farmington, Hastings, and Rosemount. Grant program funding is used to support a broad scope of waste and recycling activities, including the mattress/box spring drop-off & document shred events, the pumpkin collection, various swaps, holiday light collections, etc.

BUDGET IMPACT:

For 2025, the total expected grant dollars for reimbursement are \$121,004.50, which accounts for funding allocated to the Cities of Farmington (\$37,637.18), Hastings (\$41,367.84), and Rosemount (\$41,999.48). The City of Rosemount acts as the fiscal agent for the Cities and is authorized to pay program expenses and receive reimbursements. Dakota County requires two reports and reimbursement requests - in July 2025 and January 2026.

ACTION REQUESTED:

Authorize the execution and submittal of the Dakota County Community Waste Abatement 2025 Grant Agreement.

ATTACHMENTS:

[Community Waste Abatement 2025 Grant Agreement Contract #DCA22225](#)

**COMMUNITY WASTE ABATEMENT
2025 GRANT AGREEMENT**

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and City of Rosemount (the “Grantee”), acting on behalf of itself and for the cities of Hastings and Farmington.

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Management Plan (Management Plan), formally known as the solid waste master plan; and

WHEREAS; the Management Plan governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Management Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Management Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program (Grant Program); and

WHEREAS, funding amounts for the Grant Program are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the cities of Rosemount, Hastings, and Farmington have entered into a Joint Powers Agreement under which Rosemount has agreed to perform certain Grant Program activities on behalf of all of the cities; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibit 1 (Guidelines) and Exhibit 2 (Application) to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantee agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to provide grant funding to the Grantee to implement solid waste abatement activities as described in this Agreement and Exhibits 1 and 2.
2. **ELIGIBILITY.** The cities of Rosemount, Hastings, and Farmington are all eligible municipalities for the purposes of the Grant Program.
3. **PARTIES.** The parties to this Agreement are the County and Grantee, collectively referred to as the “parties”.
4. **TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2025, through December 31, 2025, (grant calendar year) for the purposes of completing activities identified in Exhibit 2 and shall continue until April 1, 2025, for the purpose of reimbursement, unless earlier terminated by law or according to the provisions of this Agreement.
5. **GRANTEE OBLIGATIONS.** The Grantee shall:
 - A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Management Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and Exhibits 1 and 2.
 - B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.
 - C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.

- 6. ELIGIBLE AND INELIGIBLE EXPENSES.** Grantee may use allocated funds only on eligible items as identified in Exhibit 1 and completed within the grant calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.
- 7. FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for administration, residential communications, municipal facilities/parks verification and employee education, and special collections. Optional Supplemental Funding is allocated for multifamily recycling, additional special collections, reduce/reuse activities, in-person education, event recycling/organics collection, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantee, shall be in the total amount not to exceed \$121,004.50 (the "Funding Amount"), as set forth in Exhibit 2.
- 8. FUNDING MATCH.** Grantee shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).
- 9. FISCAL AGENT.** Pursuant to the cities' Joint Powers Agreement, Rosemount acknowledges that it shall act as Fiscal Agent for the cities for purposes of receiving the Funding Amount, performing the landfill abatement program activities identified in Exhibit 2 and otherwise complying with the terms of this Agreement. The cities of Hastings and Farmington will sign this Agreement for purposes of accepting Rosemount's designation of Fiscal Agent to act on the cities' behalf for purposes of the Grant Program, but shall not be considered parties to this Agreement.
- 10. FUNDING SOURCE ACKNOWLEDGEMENT.** Grantee shall provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- 11. RECORDS.** The Grantee shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantee shall manage funds in a dedicated bank account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- 12. PERFORMANCE REPORTING AND REIMBURSEMENT.** Grantees shall report performance of responsibilities set forth in this Agreement and Exhibits 1 and 2 on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and Exhibits 1 and 2 on a reimbursement form provided by the County.

Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantee must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantee has submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.

Reimbursement request payment will not be made for activities with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantee within 30 calendar days of approved reimbursement request submissions. Reimbursements will be made for approved expenditures incurred within the grant calendar year. No reimbursements will be made for reimbursement requests received after February 15 following the grant calendar year.

- 13. FAILURE TO PERFORM.** Upon review of each Grantee report, the County Liaison will notify the Grantee in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.
- 14. AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve in writing modifications to the Funding Amount as requested by the Grantee, as long as the modification does not

exceed the total Funding Amount identified in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits 1 and 2. The County Liaison shall have the authority to approve in writing modifications to the Application activities and related expenses identified in Exhibit 2 up to the Funding Amount, as requested by the Grantee, so long as the proposed modifications are consistent with the Program Guidelines (Exhibit 1) and this Agreement.

15. PROPERTY. Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantee or by the County and provided to the Grantee to fulfill Grant obligations shall be the sole property of the Grantee.

16. INDEMNIFICATION. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantee. The provisions of this section shall survive the expiration or termination of this Agreement.

17. AUTHORIZED REPRESENTATIVES: The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Nikki Stewart, or successor, Director
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE GRANTEE

Dan Schultz, or successor, Parks & Rec Director
City of Rosemount
13885 S. Robert Trail
Rosemount, MN 55068

18. LIAISONS. To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantee. The County and the Grantee shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON

Gena Gerard
Senior Environmental Specialist
952-891-7021
gena.gerard@co.dakota.mn.us

GRANTEE LIAISON

Violet Penman
Solid Waste & Recycling Coordinator
612-268-9097
Violet.penman@rosemountmn.gov

19. TERMINATION, GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantee regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

20. TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any activities that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

21. USE OF CONTRACTORS. The Grantee may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantee retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement. If the Grantee engages any contractors to perform any part of the activities, the Grantee agrees that the contract for such services shall include the following provisions:

- A. The contractor must maintain all records and provide all reporting as required by this Agreement.
- B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
- D. The contractor must be an independent contractor for the purposes of completing the contracted work.
- E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between County and the contractor.
- F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.

22. EMPLOYEES OF PARTIES. Any and all persons engaged in administrating the Grant Program for the County shall not be considered employees of the Grantee, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged shall not be the obligation or responsibility of the Grantee.

Any and all persons engaged in the work to be performed by the Grantee arising from this Agreement shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the Grantee's employees while so engaged on any of the work arising from this Agreement shall not be the obligation or responsibility of the County.

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of partners or joint ventures between the County and the Grantee, nor shall the County be considered or deemed an agent or representative of the Grantee and the Grantee shall not be deemed an agent or representative of the County.

23. COMPLIANCE WITH LAWS/STANDARDS. The County and Grantee agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.

24. EXCUSED DEFAULT – FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

25. CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.

- A. **In General.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- B. **Waiver.** Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

26. RECORDS RETENTION AND AUDITS. Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.

27. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantee.

28. ASSIGNMENT. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.

29. GOVERNMENT DATA PRACTICES. For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

30. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.

31. MERGER. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

32. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

33. ELECTRONIC SIGNATURES. Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

Remainder of page intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY

(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature: _____

APPROVED AS TO FORM:

/s/ Tim Sime 11/14/2024
Assistant County Attorney/Date
KS-24-709

Dakota County Contract #DCA22225
County Board Res. No. 19-577

CITY OF ROSEMOUNT

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line

Printed Name: _____

Title: _____

Telephone: _____

Date of signature: _____

CITY OF FARMINGTON
(Accepting designation of Rosemount as Fiscal Agent
to act on behalf of the City of Farmington for
purposes of the Community Waste Abatement Grant
Agreement between Dakota County and the City of
Rosemount.)

By: _____
Signature line

Printed Name: Joshua Hoyt

Title: Mayor

Telephone:

Date of signature: December 2, 2024

Attest: _____
Shirley R Buecksler

Title: City Clerk

Date: December 2, 2024

CITY OF HASTINGS

(Accepting designation of Rosemount as Fiscal Agent to act on behalf of the City of Hastings for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Rosemount.)

By: _____

Signature line

Printed Name: _____

Title: _____

Telephone: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

Dakota County Community Waste Abatement Grant Program 2025 Guidelines

I. Grant Overview

- A. Municipalities in Dakota County have responsibilities to establish and maintain comprehensive local waste abatement programs to support implementation of the Solid Waste Management Plan. Dakota County provides educational, financial, and technical assistance to municipal governments to aid local waste abatement programs. The Dakota County Community Waste Abatement Grant Program (Program) assists municipalities with waste abatement expenses.

II. Grant Eligibility

- A. Dakota County municipalities are eligible for the Program, excluding Dakota County townships and the cities of Coates, Empire, Hampton, Miesville, New Trier, Randolph and Vermillion.
- B. Municipalities with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities Verification and Education funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipal Liaison.
- D. To be eligible for Multifamily Recycling funding, municipality must have multifamily housing.

III. Grant Funding Allocation and Match

- A. Funding amounts are determined annually by the County Board of Commissioners.
- B. Base Funding: Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections.
- C. Supplemental Funding: Optional Supplemental Funding is allocated for multifamily recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, and gap funding.
- D. Matching Funds: Cities must provide a 25% match of the total reimbursed grant funding amount (Base Funding plus Supplemental Funding) through a cash match, in-kind contribution, or combination thereof, to pay for any activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing). Any expenses that are not listed in the Guidelines as Eligible Expenses are ineligible for matching funds unless pre-approved by the County Liaison.
- E. Fund Eligibility Limits and Flexibility: a fund allocation maximum is set for each Base and Supplemental Funding grant category to align funding levels with Solid Waste Management Plan

priorities, diversion potential, and other criteria, as defined in the Fund Allocation document. Fund allocations may be adjusted from one category to another, up to 10% per category, while not exceeding the total fund allocation for a given year, with prior written approval from the County Liaison.

IV. Grant Application Instructions

- A. Conduct a planning process with city staff and others who will be responsible for coordination and implementation, to collectively determine which activities are feasible, realistic, and achievable.
- B. Complete all pages of the Application, excluding shaded areas for reporting.
- C. Use whole numbers for hours included in Cost Basis Calculations.
- D. If multiple municipalities submit one Application, the Application must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- E. Submit Application by October 1, 2024 to Dakota County for review. Email to: gena.gerard@co.dakota.mn.us.
- F. Finalize Application and collect signature of authorized representative.
- G. Submit signed Application to Dakota County for approval. Email to: gena.gerard@co.dakota.mn.us.
- H. Obtain Grant Agreement from Dakota County.
- I. Execute Grant Agreement.

V. Funding Requests

Part 1: Base Funding Request (Required)

1. Grant Administration

Minimum Grant Requirements

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.
- B. Identify and ensure new municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course as approved by the County Liaison.
- C. Participate in solid waste management training including, at minimum, the annual RAM/SWANA conference, Association of Recycling Managers (ARM) regional meetings, and annual ARM workshop, to support effective implementation of responsibilities.

- D. Ensure municipal Liaison(s) attends the six Program meetings hosted by the County Liaison.
- E. Refer businesses, schools, multifamily properties, and other organizations to County Program Managers to coordinate all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:
 - 1. Participate in the Solid Waste Management Plan revision process (e.g., attend city meetings or other engagement methods for municipalities).
 - 2. Participate in County meetings to coordinate event and multifamily programming related to County Ordinance 110, if requested.
 - 3. Optional: Participate in the annual RAM compost bin sale.
- G. Maintain current waste management information on the municipal website:
 - 1. Describe city solid waste collection requirements for haulers (i.e., licensing requirements) and hauler collection information (e.g., allowable collection days and time of day) for residents and commercial generators
 - 2. Describe city solid waste collection requirements for generators, including commercial generators, events, and multifamily properties;
 - 3. Post the County's standardized messages for residential recycling materials (i.e., the yes/no "what to recycle" list); and
 - 4. Coordinate with County staff for municipal website content and links to Dakota County website pages (e.g., Dakota County Recycling Requirements, the Recycling Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, Event Recycling, Reuse Map, Environmental Education Resources, backyard composting, tree care, and wood waste disposal).
- H. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- I. Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Eligible Expenses

- A. Salary, benefits, and mileage of municipal personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Solid waste training and professional memberships to support effective implementation of Base Funding or Supplemental Funding activities.
- C. Outreach media usage fees (e.g., advertisements, videos, billboards, radio, theater, television, e-news, and social media) for RAM compost bin sale.
- D. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Minimum Grant Requirements

- A. Provide County standardized articles with images to all residents of single-family and multifamily dwellings in municipality-mailed newsletters on each of the following topics, with full pages preferred and a half page required at a minimum:
 1. Home recycling;
 2. Residential services at the Recycling Zone;
 3. Residential food scraps drop-off sites or food waste prevention (select 1); and
 4. Local reduce/reuse opportunities for residents.
- B. Promote County-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including but not limited to all priority waste abatement topics listed in section A above, using County messaging.
- C. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- D. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- E. Submit written residential waste abatement information to County Liaison for review at least five business days before printing.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Percentage of cost for design, production, and postage for municipality newsletter devoted to waste abatement articles on topics listed in Requirements above using County standardized messaging articles and images, or to mail County waste abatement materials to new residents in coordination with the County.
- C. Outreach media usage fees (e.g., advertisements, videos, billboards, radio, theater, television, e-news, and social media) for waste abatement standardized messaging.
- D. Consultant/contract services or stipend for an organization or group to provide assistance.
- E. Translation services if approved in advance by County Liaison.
- F. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities/Parks Verification and Education

Minimum Grant Requirements

- A. Provide monitoring and verification of recycling requirements and best waste management practices at least once annually, by visually inspecting and reporting on status of compliance with Dakota County Ordinance 110 using the Municipal Facilities Recycling Tool or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality's control collect the Designated List of Recyclables wherever trash is collected and follow best waste management practices.
- B. Provide County standardized solid waste abatement messaging about recycling in municipal buildings, in print or electronic format, to each municipal employee, volunteer, tenant, and custodial/housekeeping staff annually, and other people responsible for sorting, collecting, or transporting waste to external carts or dumpsters, within 30 days of a new hire or new tenant, and within 30 days of a substantive change to your recycling or waste program.
- C. Conduct in-person training on Ordinance 110 requirements with city personnel who are responsible for (a) recycling container placement and monitoring on city property, (b) emptying trash, recycling, and organics (if collected) containers on city property, (c) handling event permits or facility rental applications, and (d) staffing events subject to Ordinance 110.
- D. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers and labels or signage) in municipality-controlled facilities, including parks, where containers are needed and have not yet been placed, (i.e., replacing existing containers is an ineligible expense), to implement best waste management practices in collaboration with parks and facilities staff as follows:
 - 1. Paired: All trash containers are paired with recycling containers (within 10 feet of each other).
 - 2. Color-coded: All new containers and lids are blue for recycling, green for organics, and grey or black for trash and are made from recycled-content materials. New multistream containers are blue for recycling and gray or black for trash.
 - 3. Signage: All containers have color-coded labels on the top and visible sides of the container. Labels on sides of containers meet County label standards. For indoor containers, lids have color-coded labels on both ends, facing opposite directions.
 - 4. Convenient: All containers are strategically and conveniently located to serve employees and visitors.
 - 5. Appropriate lids: All containers have lids with openings appropriate for the collected material. Recycling container lids have Saturn-shaped or circle-shaped openings.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Copying and printing waste abatement education materials for municipal employees and vendors, such as signs, trainings and mass communication using County messaging standards.
- C. Consultant/contract services or stipend for an organization or group to provide assistance.
- D. Fees for MRF tours to educate municipal employees about their local recycling system.

- E. Recycling containers, organics containers, multi-stream (entryways only) containers, and labels/signage necessary to fulfill Requirements described above, with preferred use of County staff-recommended recycling receptacle options, or other receptacles as approved by the County Liaison for special circumstances.
- F. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).
- G. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Minimum Grant Requirements

- A. Implement one or more drop-off events, discounts, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling.
- B. Collect all of the following materials from residents for reuse, recycling, or organics composting, with reuse required if reuse outlets are available:
 - 1. Confidential paper for shredding
 - 2. Mattresses and box springs
 - 3. Pumpkins
- C. The following optional materials may also be collected from residents for reuse or recycling, with reuse required if reuse outlets are available:
 - 1. Bicycles
 - 2. Cardboard
 - 3. CFLs
 - 4. Furniture
 - 5. Holiday lights
 - 6. Scrap metal
 - 7. Shoes
 - 8. Athletic gear
 - 9. Other materials as pre-approved by the County Liaison (e.g., building materials, textiles, film plastic/plastic bags).
- D. Ensure special collection opportunities are conveniently located and scheduled for every collection in Item B, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection.

- E. Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- F. Request and report weights, cubic yards, or number of units for each material collected, as specified on the County reporting tool.
- G. Promote special collection opportunities to all single-family and multifamily residents using County messaging standards, telling residents how materials will be managed.
- H. Submit promotional communications to County Liaison for review at least three business days before publication.
- I. Coordinate collections with County liaison to prevent duplication of effort, conflicting messages, pricing conflicts, and competition for resident participation.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., for collection of materials listed above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day or event with confirmed delivery to a reuse, recycling, or organics facility.
- C. Vendor services, less resident fees, to collect materials listed above at a permanent residential collection drop-off site or curbside collection, with confirmed delivery to a reuse, recycling, or organics facility.
- D. Print media copying/printing to promote special collection opportunities and permanent drop-off sites to residents (e.g., posters, flyers, signs) using County messaging standards.
- E. Fees for advertisements, videos, radio, television, e-news, and social media to promote collections, using County messaging standards.
- F. Consultant/contract services or stipend for an organization or group to provide assistance.
- G. Safety vests, work gloves, and other protective equipment for volunteers working on collections for materials listed above.
- H. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

Part 2: Supplemental Funding Request (Optional)

5. Multifamily Recycling

Minimum Grant Requirements

A. Conduct all of the following activities:

1. Coordinate with the County Liaison to develop or strengthen multifamily points of contact (“touchpoints” such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings), consistent with city codes and County Ordinance 110.
2. Maintain an inventory of all multifamily properties in the municipality, updated annually, and provide a copy to Dakota County.
3. Send an annual mailing about recycling resources to property managers and owners of apartments, condominiums, townhomes, and independent senior living, in coordination with County staff.
4. Identify, strengthen, or both, municipal planning and construction procedures to support recycling and organics as appropriate in new or remodeled buildings (e.g., internal chutes; adequate internal and external space).
5. Work with County Liaison to identify and provide technical assistance for multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by:
 - a. First attending technical assistance training provided by County Liaison;
 - b. Promoting the program to engage new participants through strategic outreach;
 - c. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials;
 - d. Using needs assessments to complete applications for the program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance;
 - e. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners;
 - f. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards;
 - g. Providing ongoing support to sustain recycling efforts by contacting past program participants to offer additional education materials, staff and resident education as needed, and other technical assistance;
 - h. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out;
 - i. Collaborating with the County Liaison for culturally specific needs such as translation and interpretation;
 - j. Following all program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and
 - k. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant/contract services or stipend for an organization or group to provide assistance.

- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

6. Reduce/Reuse Activities

Minimum Grant Requirements

- A. Provide annual updates to the County's online Dakota County Reduce & Reuse Map.
- B. Implement any of the following activities:
 - 1. Promote existing opportunities and services for residents to reuse household items such as furniture and building materials.
 - 2. Prioritize reusable dishware (e.g., washable baskets, cups) in place of single-use products at permanent facilities that are city-owned, by purchasing durable dishware and a dishwasher to wash dishware on site.
 - 3. Prioritize reusable dishware (e.g., washable baskets, cups) in place of single-use products at outdoor community events held on city property, with anticipated attendance of 300 or more people, by contracting with vendors that offer reusable products and services for events (e.g., washing on site or off site).
 - 4. Host and/or promote residential swap events or city-wide garage sales, prioritizing materials with insufficient options for reuse or exchange through existing retail, community-based, or online platforms; obtain and report weights for each material collected at swap events; and ensure that usable items that are not swapped are donated after the event, to the extent possible;
 - 5. Provide staff support at County Fix-It Clinics.
 - 6. Host residential reduce, reuse, or repair education classes on topic(s) identified in consultation with County liaison using County messaging, ensuring all hired educators are approved in advance by Dakota County, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
 - 7. Coordinate with a local repair business to host a repair event or to offer coupon discounts in coordination with County Liaison.
 - 8. Facilitate changes to municipality codes, policies, and practices that are barriers to reuse (e.g., clothing drop box prohibitions, rental companies, and secondhand stores).
 - 9. Facilitate changes to internal policies and practices to promote waste reduction, reuse, and recycling of municipal supplies and equipment through any of the following:
 - a. Facilitate changes to increase recycled content in products purchased by the city (in accordance with Minn. Stat. § 16C.073).
 - b. Identify existing city policies and administrative practices for copy paper purchases in internal operations.
 - c. Facilitate revisions to policies and practices to purchase at least 30% post-consumer recycled content copy paper.
 - 10. Initiate a paper printing reduction initiative.
 - 11. Provide transportation for residents to participate in reduce/reuse activities (e.g., seniors);
 - 12. Other as approved by County Liaison.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities described in Requirements above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day or event with confirmed delivery to a reuse, recycling, or organics facility.
- C. Vendor services, less resident fees, to collect materials listed above at a permanent residential collection drop-off site or curbside collection, with confirmed delivery to a reuse, recycling, or organics facility.
- D. Print media copying/printing to promote reduce/reuse activities, special collection opportunities and permanent drop-off sites to residents (e.g., posters, flyers, signs) using County messaging standards.
- E. Reuse training and professional memberships to support effective implementation of Reduce/Reuse activities.
- F. Fees for County-approved professional educators and performers who help implement required education activities on topics listed above and comply with County messaging standards.
- G. Fees for advertisements, videos, radio, television, e-news, and social media to promote collections using County messaging standards.
- H. Translation services if approved in advance by County Liaison.
- I. Consultant/contract services or stipend for an organization or group to provide assistance.
- J. Reduce/reuse activity expenses with prior written approval (e.g., start-up supplies).
- K. Washable dishware to replace single-use products, as described in grant requirements above.
- L. Dishwashing equipment for washable dishware, including carts and racks; must be Energy Star qualified.
- M. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

7. In-Person Education

Minimum Grant Requirements

- A. Provide in-person waste abatement education for adults and youth through instructional classes, presentations, or activities at booths, events, or gatherings to educate 1% or more of the municipality's population through face-to-face verbal interactions, on one to two of the following topics per activity:

1. Home recycling (required)
 2. Residential organics drop site(s) (optional)
 3. Residential services at the Recycling Zone (optional)
 4. Local reduce/reuse opportunities for residents (e.g., classes about simple mending, donation/downsizing with County messaging on proper disposal) (optional)
- B. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course.
 - C. Ensure all professional educators who implement In-Person Education activities are approved in advance by Dakota County.
 - D. Use County materials for promotional and distribution handouts.
 - E. Use display and education materials provided by County Liaison and track planned education activities in County tool.
 - F. If conducting virtual education, provide a live format with interactive opportunities (i.e., no pre-recorded videos).
 - G. Use messaging standards on County website for verbal education or have County Liaison review messaging.
 - H. Coordinate with County Liaison for any education requests in schools, businesses, and multifamily residences.
 - I. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Requirements above; does not include brochure distribution, or any activities lacking an educational face-to-face interaction and direct learning experience).
- B. Printing or copying of promotional or distribution pieces (e.g., posters, flyers, guides) complying with County messaging standards and approved in advance by County Liaison, if not duplicative of existing County publications.
- C. Event, booth, and room rental fees.
- D. Fees for County-approved professional educators and performers who help implement required education activities on topics listed above and comply with County messaging standards.

- E. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in education activities described above.
- F. Consultant/contract services or stipend for an individual, organization or group to provide assistance.
- G. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

8. Event Recycling and Organics Collection

Minimum Grant Requirements

- A. Implement recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city property or on private property outdoors.
 - 1. Contact and assist event coordinators to plan and implement recycling collection, back-of-house organics collection, or both.
 - 2. Provide temporary containers, proper bags, signage, hauler services for collection, and as appropriate, recruit waste station staffing.
 - a. Optional: Implement a 24/7 accessible checkout system (e.g., locker storage).
 - 3. Assist with applying best waste management practices for standardized messaging to vendors, volunteers, and custodial staff; labeling an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow; and confirming delivery to a licensed/permitted facility.
 - 4. For recyclables collection, prioritize events on public property that generate at least one ton (8 cy) of trash (e.g., community events, athletic tournaments, fairs, markets, concerts, etc.)
 - 5. For organics collection, prioritize events of at least 300 people that generate back-of-house organics and at least one ton (8 cy) of trash.
 - 6. Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services at city events.
 - 7. Coordinate with the County Liaison to develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events, tournaments, and festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement), consistent with city codes and County Ordinance 110.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. X-frame containers, grabbers, green 5-gallon buckets, signage, X-Frame bags for recyclables and organics, promotion and other materials necessary for successful project implementation at events. Purchased assets are the property of the city for use at events.

- C. Recycling/organics hauling services of collected materials from city events, tournaments, and festivals, with confirmed delivery to a licensed recycling/composting facility, or to another facility approved by the County Liaison.
- D. Consultant/contract services or stipend for an organization or group to provide assistance, prioritizing large events.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

9. Gap Funding

Minimum Grant Requirements

- A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County liaison approval.

Eligible Expenses

- A. Salary, benefits, and mileage for municipality personnel, full-time and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- B. Expenses for completion of projects that are eligible, as defined in Grant Requirements and Eligible Expenses sections above.
- C. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

VI. Ineligible Expenses

The following expenses are ineligible for funding:

- A. Expenses that are not specified as an eligible expense above, unless written approval has been obtained from the County Liaison.
- B. Expenses related to non-waste abatement waste issues (e.g., energy, water, sustainability).
- C. Expenses related to land disposal of materials, and collection and management of banned materials, trash, hazardous and household hazardous waste and business waste, unless specifically identified above (e.g., residential compact fluorescent bulb collection, multi-stream containers).
- D. Expenses related to city code amendments and enforcement (e.g., code compliance administration, inspections).

- E. Municipality-generated waste management.
- F. Food or refreshments unless approved by the County Liaison as compliant with Dakota County Policy 2740.
- G. Design/print of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.
- H. Out-of-state meals, travel, and lodging.
- I. Office supplies and equipment including phone charges, website host fees, and consultant fees.
- J. Installation and labor costs related to equipment purchase, service costs or plans such as extended warranties, and replacement of existing equipment such as dishwashers, refrigerators/freezers, and water filling stations.
- K. Extended leave, defined as a formal leave of absence for a special circumstance (e.g., childbirth, caring for an ill family member, health condition, military leave) approved by the city, for voluntary or mandatory (e.g., performance) reasons.

VII. Reporting and Reimbursement

Grant Requirements

- A. By July 15, 2025, municipality shall submit a mid-year report and reimbursement request form for the first six months of 2025, on forms provided by the County Liaison.
- B. By January 15, 2026, municipality shall submit a final report and reimbursement request form for the last six months of 2025, on forms provided by the County Liaison.
- C. Mid-year and final reports shall include time spent on each category, and for each city if applicable, for municipality personnel, full-time and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities during the reimbursement period.
- D. Report and reimbursement request forms must be signed by the Authorized Representative (i.e., contract signatory) for the grant agreement, or by other designee who is independent of municipality personnel who work directly on the planning, implementing, promoting, and reporting of eligible activities.
- E. Reimbursement requests must be for eligible expenses, less revenues or other monies received, incurred in connection with the performance of grant activities.
- F. Reimbursement requests must be supported by documentation that includes expense dates, vendors, items purchased, and amounts – such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software – itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.

- G. Salary and benefits cannot exceed the total amount budgeted for salary and benefits in the Application unless reasonable justification is provided and approved by County Liaison in advance.
- H. Activities outlined in the Application and contained in the Grant Agreement represent municipality's obligations, and it is the County's expectation that the Grant Agreement will be fully implemented. Municipality must contact County Liaison to make workable adjustments as needed during the contract period and proactively address any implementation challenges as they arise.
- I. Changes to Application activities and related expenses require prior approval from the County Liaison, as described in the Grant Agreement.

Dakota County Community Waste Abatement Grant Program 2025 Application

Municipality	Cities of Rosemount , Hastings, and Farmington
Application Deadline	October 1, 2024
Funding Period	January 1, 2025 - December 31, 2025
Report and Reimbursement Request Due Dates	July 15, 2025 for January - June 2025 January 15, 2026 for July - December 2025

Authorized Representative (Contract Signatory)			
ROSEMOUNT	Name:	Dan Schultz	City and Title: Rosemount Parks & Rec Director
	E-mail:	dan.schultz@rosemountmn.gov	Phone: (651) 322-6012
	Mailing Address:	13885 S Robert Trail, Rosemount, MN 55068	
HASTINGS	Name:	Mary Fasbender	City and Title: Hastings Mayor
	E-mail:	mayormary@hastingsmn.gov	Phone: (651) 587-4867
	Mailing Address:	101 Fourth St E, Hastings, MN 55033	
FARMINGTON	Name:	Joshua Hoyt	City and Title: Farmington Mayor
	E-mail:	JHoyt@FarmingtonMN.gov	Phone: (952) 240-5581
	Mailing Address:	430 Third St, Farmington, MN 55024	
Municipality Primary Contact			
	Designated Liaison:	Violet Penman	City and Title: Solid Waste & Recycling Coordinator (SW&R Coord.)
	E-mail:	Violet.penman@rosemountmn.gov	Phone: (612) 268-9097
Municipality Secondary Contact			
ROSEMOUNT	Designated Back-up:	Greg Lund	City and Title: Rosemount Parks Supervisor
	E-mail:	Greg.lund@rosemountmn.gov	Phone: (651) 322-6005
HASTINGS	Designated Back-up:	Paige Marschall-Bigler	City and Title: Hastings Recreation Program Specialist
	E-mail:	pmarschall@hastingsmn.gov	Phone: (651) 402-0808
FARMINGTON	Designated Back-up:	John Powell	City and Title: Farmington Public Works Director
	E-mail:	jpowell@farmingtonmn.gov	Phone: (651) 280-6841
Municipality Communications Contact			
ROSEMOUNT	Name:	Symone Hubbard	City and Title: Communications Specialist
	E-mail:	symone.hubbard@rosemountmn.gov	Phone: (651) 322-2062
HASTINGS	Name:	Dawn Skelly	City and Title: Communications Coordinator
	E-mail:	dskelly@hastingsmn.gov	Phone: (651) 480-2344
FARMINGTON	Name:	Caryn Hojnicky	City and Title: Communications Specialist
	E-mail:	chojnicky@farmingtonmn.gov	Phone: (651) 280-6807
Application Planning Team			
Communications	Name:	Symone Hubbard	City and Title: Rosemount Communications Specialist
	Name:	Dawn Skelly	City and Title: Hastings Communications Coordinator

	Name:	Caryn Hojnicki	City and Title:	Farmington Communications Specialist
Municipal Facilities	Name:	Jon Balvance	City and Title:	Rosemount Recreation Facilities Manager
	Name:	Kyle Morris	City and Title:	Rosemount Public Works Supervisor
	Name:	Joe Werden	City and Title:	Rosemount Facilities Maintenance Specialist
	Name:	Cory Likes	City and Title:	Hastings Parks & Recreation Operations & Maintenance Supervisor
	Name:	Charlie Judge	City and Title:	Hastings Facilities Manager
	Name:	Jeremy Pire	City and Title:	Farmington Parks & Facilities Supervisor
Event Recycling	Name:	Leprechaun Days Committee	City and Title:	Rosemount
	Name:	Rivertown Days Committee	City and Title:	Hastings
	Name:	Dew Days Committee	City and Title:	Farmington
Other: Event Mechanism Updates	Name:	Jon Balvance	City and Title:	Rosemount Recreation Facilities Manager
	Name:	Paige Marschall-Bigler	City and Title:	Hastings Recreation Program Specialist
	Name:	Shirely Buecksler	City and Title:	Farmington City Clerk

Budget Summary	Funding Eligibility	Funding Request
Part 1: Base Funding Request (Required)	-	-
1. Administration	\$27,000.00	\$27,000.00
2. Residential Communications	\$13,500.00	\$13,500.00
3. Municipal Facilities Verification and Education	\$5,840.00	\$5,800.00
4. Special Collections	\$24,012.00	\$23,977.00
Part 2: Supplemental Funding Request (Optional)	-	-
5. Multifamily Recycling	\$20,010.00	\$20,009.09
6. Reduce/Reuse Activities	\$13,340.00	\$13,323.00
7. In-Person Education + 8. Event Recycling and Organics	\$8,004.00	\$8,000.00
9. Gap Funding	\$9,377.02	\$9,350.00
Total Eligible Grant Funding	\$121,083.02	-
Total Grant Funding Request	-	\$121,004.50
Total Grant Match/In-Kind Funding (25%)		\$30,421.45 (25% match)
Total Cost of Proposed Activities (Request + Match)		\$151,380.54
Total Grant Diversion Potential (Tons)	25 tons paper + 291 mattresses + 6 tons pumpkins + 1-ton holiday lights + 0.25 tons swap items + 0.25 tons single-use cups + 4 tons event recycling diverted from landfill	

A. Application and Reporting Instructions

1. See Guidelines Section IV: Grant Application Instructions.
2. Insert additional rows as needed.
3. Check the boxes for any selected optional activities.
4. Fill in unshaded areas.

B. Grant Request and Reimbursement Expenses

1. See Guidelines Section VII: Reporting and Reimbursement.
2. Fill in shaded areas.

Part 1: Base Funding Request (Required)

1. Grant Administration

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 176 x \$50/hr.	\$8,800.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 176 x \$50/hr.	\$8,800.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 176 x \$50/hr.	\$8,800.00			
Trainings: RAM/SWANA Conference	Violet Penman, SW&R Coord.	~\$565 for attendance	\$565.00			
Trainings: ARM Workshop	Violet Penman, SW&R Coord.	\$35.00 per year	\$35.00			
Mileage for meetings						
Other: Click here to enter text						
Funding Request Total	-	-	\$27,000.00			
Matching Funds: ROSEMOUNT	Greg Lund, Parks Supervisor as secondary contact (assists with planning, coordination, etc.)	\$50/hr. x 80 hrs.	\$4,000.00			
	Jon Balvance (Recreation Facilities Manager) for Ice Arena rental agreement revisions	\$50/hr. x 20 hrs.	\$1,000.00			
Matching Funds: HASTINGS	Paige Marschall-Bigler (Recreation Program Specialist) for rental agreement revisions and as secondary contact (assists with planning, coordination, etc.)	\$50/hr. x 60 hrs.	\$3,000.00			
Matching Funds: FARMINGTON	John Powell, Public Works Director as secondary contact (assists with planning, coordination, etc.)	\$100/hr. x 40 hrs.	\$4,000.00			
	Shirley Buecksler (City Clerk) for Temp. Outdoor Exhibition Permit revisions	\$50/hr. x 20 hrs.	\$1,000.00			
Matching Funds Subtotal			\$13,000.00			

Minimum Grant Requirements (Deliverables)

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.
- B. Identify and ensure new municipal Liaison(s) is properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course as approved by the County Liaison.
- C. Participate in solid waste management training including, at minimum, the annual RAM/SWANA conference, Association of Recycling Managers (ARM) regional meetings, and annual ARM workshop, to support effective implementation of responsibilities.
- D. Ensure municipal Liaison(s) attends the six Program meetings hosted by the County Liaison.
- E. Refer businesses, schools, multifamily properties, and other organizations to County Program Managers to coordinate all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:
 - 1. Participate in the Solid Waste Management Plan revision process (e.g., attend city meetings or other engagement methods for municipalities).
 - 2. Participate in County meetings to coordinate event and multifamily programming related to County Ordinance 110, if requested.
 - 3. Optional: Participate in the annual RAM compost bin sale.
- G. Maintain current waste management information on the municipal website:
 - 1. Describe city solid waste collection requirements for haulers (i.e., licensing requirements) and hauler collection information (e.g., allowable collection days and time of day) for residents and commercial generators
 - 2. Describe city solid waste collection requirements for generators, including commercial generators, events, and multifamily properties;
 - 3. Post the County’s standardized messages for residential recycling materials (i.e., the yes/no “what to recycle” list); and
 - 4. Coordinate with County staff for municipal website content and links to Dakota County website pages (e.g., Dakota County Recycling Requirements, the Recycling Guide, The Recycling Zone, Residential Recycling, Business Recycling, Multifamily Recycling, School Recycling, Event Recycling, Reuse Map, Environmental Education Resources, backyard composting, tree care, and wood waste disposal).
- H. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- I. Submit reimbursement requests by County deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

2. Residential Communications

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 60 x \$50/hr.	\$3,000.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 60 x \$50/hr.	\$3,000.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 60 x \$50/hr.	\$3,000.00			
ROSEMOUNT article mailings: (4 required articles mailed to every household, includes printing and postage)	Symone Hubbard, Communications Specialist	\$375/1 pages x 4 times/year	\$1,500.00			
HASTINGS article mailings: (4 required articles mailed to	Dawn Skelly, Communications Coordinator	\$375/1 pages x 4 times/year	\$1,500.00			

every household, includes printing and postage)						
FARMINGTON article mailings: (4 required articles mailed to every household, includes printing and postage)	Caryn Hojnicky, Communications Specialist	\$375/1 pages x 4 times/year	\$1,500.00			
Other: Click here to enter text						
Funding Request Total	-	-	\$13,500.00			
Matching Funds: ROSEMOUNT	Symone Hubbard, Communications Specialist for website updates and quarterly newsletter	20 hours x \$50/hr.	\$1,000.00			
Matching Funds: HASTINGS	Dawn Skelly, Communications Coord. for website updates and quarterly newsletter	20 hours x \$50/hr.	\$1,000.00			
Matching Funds: FARMINGTON	Caryn Hojnicky, Communications Specialist for website updates and quarterly newsletter	20 hours x \$50/hr.	\$1,000.00			
Matching Funds Subtotal			\$3,000.00			

Minimum Grant Requirements (Deliverables)

- A. Provide County standardized articles with images to all residents of single-family and multifamily dwellings in municipality-mailed newsletters on each of the following topics, with full pages preferred and a half page required at a minimum:
 - 1. Home recycling;
 - 2. Residential services at the Recycling Zone;
 - 3. Residential food scraps drop-off sites or food waste prevention (select 1); and
 - 4. Local reduce/reuse opportunities for residents.
- B. Promote County-developed electronic media messages (e.g., website, social media, e-news) about solid waste and household hazardous waste management, including but not limited to all priority waste abatement topics listed in section A above, using County messaging.
- C. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- D. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- E. Submit written residential waste abatement information to County Liaison for review at least five business days before printing.

3. Municipal Facilities/Parks Verification and Education

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 38 x \$50/hr.	\$1,900.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 44 x \$50/hr.	\$2,200.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 34 x \$50/hr.	\$1,700.00			
Parks/Facilities Staff responsible for monitoring and verification	ROSEMOUNT Name: Joe Werden Title: Facilities Maintenance Specialist	# Hours: 0	\$0.00			

	HASTINGS Name: Charlie Judge Title: Facilities Manager	# Hours: 0	\$0.00			
	FARMINGTON Name: Jeremy Pire Title: Parks & Facilities Supervisor	# Hours: 0	\$0.00			
Mileage for verification						
Education expense: In-person training for staff who place or empty containers, manage rentals, and staff events (Rosemount, Hastings, Farmington)	Name: Violet Penman Title: SW&R Coord.	# Hours: 0	\$0.00			
Containers: ROSEMOUNT: NA	All containers owned and serviced by the City of Rosemount are currently in compliance.	\$0.00	\$0.00			
Containers: HASTINGS: 6 recycling bins needed in various parks	Containers that are currently in storage will be repurposed to service remaining areas that may require containers. Signage provided via Dakota County.	\$0.00	\$0.00			
Containers: FARMINGTON: 11 recycling bins needed in various parks and greenway trail	Containers that are currently in storage will be repurposed to service remaining areas that may require containers. Signage provided via Dakota County.	\$0.00	\$0.00			
Other: Click here to enter text						
Funding Request Total	-	-	\$5,800.00			
Matching Funds: name, title, and activities						

Minimum Grant Requirements (Deliverables)

- A. Provide monitoring and verification of recycling requirements and best waste management practices at least once annually, by visually inspecting and reporting on status of compliance with Dakota County Ordinance 110 using the Municipal Facilities Recycling Tool or another tool provided by Dakota County, to verify recycling programs for facilities under the municipality’s control collect the Designated List of Recyclables wherever trash is collected and follow best waste management practices.
- B. Provide County standardized solid waste abatement messaging about recycling in municipal buildings, in print or electronic format, to each municipal employee, volunteer, tenant, and custodial/housekeeping staff annually, and other people responsible for sorting, collecting, or transporting waste to external carts or dumpsters, within 30 days of a new hire or new tenant, and within 30 days of a substantive change to your recycling or waste program.
- C. Conduct in-person training on Ordinance 110 requirements with city personnel who are responsible for (a) recycling container placement and monitoring on city property, (b) emptying trash, recycling, and organics (if collected) containers on city property, (c) handling event permits or facility rental applications, and (d) staffing events subject to Ordinance 110.
- D. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers and labels or signage) in municipality-controlled facilities, including parks, where containers are needed and have not yet been placed, (i.e., replacing existing containers is an ineligible expense), to implement best waste management practices in collaboration with parks and facilities staff as follows:
 - 1. Paired: All trash containers are paired with recycling containers (within 10 feet of each other).
 - 2. Color-coded: All new containers and lids are blue for recycling, green for organics, and grey or black for trash and are made from recycled-content materials. New multistream containers are blue for recycling and gray or black for trash.
 - 3. Signage: All containers have color-coded labels on the top and visible sides of the container. Labels on sides of containers meet County label standards. For indoor containers, lids have color-coded labels on both ends, facing opposite directions.
 - 4. Convenient: All containers are strategically and conveniently located to serve employees and visitors.
 - 5. Appropriate lids: All containers have lids with openings appropriate for the collected material. Recycling container lids have Saturn-shaped or circle-shaped openings.

4. Special Collections

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 0 x \$50/hr.	\$0.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 87 x \$50/hr.	\$4,350.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 66 x \$50/hr.	\$3,300.00			
Paper collection: ROSEMOUNT: Citywide Cleanups are May and October events, occur at DCTC and Erickson Park, respectively. Serviced by Shred Right.	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	1 truck = \$1,143.50 x 2 times/year	\$2,287.00			
Paper collection: HASTINGS: Mattress/Box Spring Drop-Off & Document Event in May, occurs at the Hastings Public Works Facility. Serviced by Shred Right.	HASTINGS Name: Violet Penman Title: SW&R Coord.	1 truck = \$1,600 + \$30 extra distance trip charge	\$1,630.00			
Paper collection: FARMINGTON: Mattress/Box Spring Drop-Off & Document Event in May, occurs at the Farmington Maintenance Facility. Serviced by Shred Right.	FARMINGTON Name: Violet Penman Title: SW&R Coord.	1 truck = \$1,600	\$1,600.00			
Mattress collection: ROSEMOUNT: Citywide Cleanups are May and October events, occur at DCTC and Erickson Park, respectively. Serviced by Certified Recycling.	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	\$2,620/truck x 2 times/year	\$5,240.00			
Mattress collection: HASTINGS: Mattress/Box Spring Drop-Off & Document Shred Event in May, occurs at the Public Works Facility. Serviced by Certified Recycling.	HASTINGS Name: Violet Penman Title: SW&R Coord.	\$1,700/truck	\$1,700.00			
Mattress collection: FARMINGTON: Mattress/Box Spring Drop-Off & Document Event in May, occurs at the Farmington Maintenance Facility. Serviced by Certified Recycling.	FARMINGTON Name: Violet Penman Title: SW&R Coord.	\$1,500/truck	\$1,500.00			
Pumpkin collection: ROSEMOUNT: November event, occurs in the City Hall parking lot. Serviced by Nitti Sanitation.	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	\$500/dumpster x 2 dumpsters	\$1,000.00			

Pumpkin collection: HASTINGS: November event, occurs at the Dakota County Highway Shop parking lot	HASTINGS Name: Violet Penman Title: SW&R Coord.	\$600/dumpster	\$600.00			
Pumpkin collection: FARMINGTON: November event, occurs at the Farmington Maintenance Facility	FARMINGTON Name: Violet Penman Title: SW&R Coord.	\$800/dumpster	\$800.00			
Promotional expense: Collections will be promoted through social media, city newsletter, radio, newspaper, and email blasts	Name: Violet Penman Title: SW&R Coord.	Free	\$0.00			
Containers: type, # of each, and location	FARMINGTON: One permanent athletic gear collection box (gaylord) provided via UHL in the Schmitz-Maki Arena	Free	\$0.00			
Other: Click here to enter text						
Funding Request Total	-	-	\$24,007.00			
Matching Funds: ROSEMOUNT: Public Works staff time labor for spring and fall cleanup days	Various Public Works staff	9 staff x (6 hours x \$50/hr.) = \$2,700 x 2 times per year	\$5,400.00			
Optional collection: ROSEMOUNT: CFL Collection (permanent drop-off bin located in the RCC, SW&R Coord. services bin and takes to the RZ about twice per year)	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	16 miles x .575 (mileage to RZ) = \$9.20 x 2 times per year	\$18.40			
Optional collection: ROSEMOUNT: Holiday light collection (occurs mid-November through January, drop-off bins located in the RCC and the Steeple Center)	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	16 miles x .575 (mileage to RZ)	\$9.20			
Optional collection: HASTINGS: CFL Collection (permanent drop-off bin located in City Hall, SW&R Coord. services bin and takes to the RZ about twice per year)	HASTINGS Name: Violet Penman Title: SW&R Coord.	36 miles x .575 (mileage to RZ) = \$20.70 x 2 times per year	\$41.40			
Optional collection: HASTINGS: Holiday light collection (occurs mid-November through January, drop-off bin located at the P&R Dept.)	HASTINGS Name: Violet Penman Title: SW&R Coord.	36 miles x .575 (mileage to RZ)	\$20.70			
Optional collection: FARMINGTON: Public Works staff time labor for spring and fall cleanup days	Various Public Works staff	4 staff x (6 hrs. x \$50/hr.) = \$1,200 x 2 times per year	\$2,400.00			
Optional collection: FARMINGTON: CFL Collection (permanent drop-off bin located in City Hall and Maintenance Facility, SW&R	FARMINGTON Name: Violet Penman Title: SW&R Coord.	30 miles x .575 (mileage to RZ) = \$17.25 x 2 times per year	\$34.50			

Coord. services bin and takes to the RZ about twice per year)						
Optional collection: FARMINGTON: Holiday light collection (occurs mid-November through January, drop-off bin located at City Hall, the Rambling River Center, and both municipal liquor stores)	FARMINGTON Name: Violet Penman Title: SW&R Coord.	30 miles x .575 (mileage to RZ)	\$17.25			
Matching Funds Subtotal			\$7,941.45			
Diversion Potential (Tons)	25 tons paper + 291 mattresses + 6 tons pumpkins + 1-ton holiday lights					

Minimum Grant Requirements

- A. Implement one or more drop-off events, discounts, curbside collections, permanent drop-off collection sites, or combination thereof to collect specific traditional and non-traditional solid waste materials from residents for reuse or recycling.
- B. Collect all of the following materials from residents for reuse, recycling, or organics composting, with reuse required if reuse outlets are available:
 - 1. Confidential paper for shredding
 - 2. Mattresses and box springs
 - 3. Pumpkins
- C. The following optional materials may also be collected from residents for reuse or recycling, with reuse required if reuse outlets are available:
 - 1. Bicycles
 - 2. Cardboard
 - 3. CFLs
 - 4. Furniture
 - 5. Holiday lights
 - 6. Scrap metal
 - 7. Shoes
 - 8. Athletic gear
 - 9. Other materials as pre-approved by the County Liaison (e.g., building materials, textiles, film plastic/plastic bags).
- D. Ensure special collection opportunities are conveniently located and scheduled for every collection in Item B, with an independent collection opportunity for each municipality having 1,000 households or more; a municipality with fewer than 1,000 households may coordinate with a neighboring municipality for co-collection.
- E. Obtain confirmation that collected materials are delivered to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- F. Request and report weights, cubic yards, or number of units for each material collected, as specified on the County reporting tool.
- G. Promote special collection opportunities to all single-family and multifamily residents using County messaging standards, telling residents how materials will be managed.
- H. Submit promotional communications to County Liaison for review at least three business days before publication.
- I. Coordinate collections with County liaison to prevent duplication of effort, conflicting messages, pricing conflicts, and competition for resident participation.

Part 2: Supplemental Funding (Optional)

5. Multifamily Recycling

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 137 x \$50/hr.	\$6,850.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 129 x \$50/hr.	\$6,450.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 116 x \$50/hr.	\$5,800.00			
Printing/postage for mailing to all apartment owners and managers: ROSEMOUNT: 22 apartments	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	22 properties x \$1.15/property mailing and postage	\$25.30			
Printing/postage for mailing to all apartment owners and managers: HASTINGS: 113 apartments	HASTINGS Name: Violet Penman Title: SW&R Coord.	113 properties x \$1.15/property mailing and postage	\$129.95			
Printing/postage for mailing to all apartment owners and managers: FARMINGTON: 25 apartments	FARMINGTON Name: Violet Penman Title: SW&R Coord.	25 properties x \$1.15/property mailing and postage	\$28.75			
Printing/postage for mailing to all condominium and townhome HOAs: ROSEMOUNT: 49 HOAs/Condos	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	49 properties x \$1.15/property mailing and postage	\$56.35			
Printing/postage for mailing to all condominium and townhome HOAs: HASTINGS: 67 HOAs/condos	HASTINGS Name: Violet Penman Title: SW&R Coord.	67 properties x \$1.15/property mailing and postage	\$77.05			
Printing/postage for mailing to all condominium and townhome HOAs: FARMINGTON: 24 HOAs/condos	FARMINGTON Name: Violet Penman Title: SW&R Coord.	24 properties x \$1.15/property mailing and postage	\$27.60			
Program promotion expense: ROSEMOUNT: Half-page article in city newsletter promoting program	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	\$187.50/0.5 pages	\$187.50			
Program promotion expense: HASTINGS: Half-page article in city newsletter promoting program	HASTINGS Name: Violet Penman Title: SW&R Coord.	\$187.50/0.5 pages	\$187.50			
Program promotion expense: FARMINGTON: Half-page article in city newsletter promoting program	FARMINGTON Name: Violet Penman Title: SW&R Coord.	\$187.50/0.5 pages	\$187.50			
Other: Click here to enter text						
Funding Request Total	-	-	\$20,007.50			
Matching Funds: name, title, and activities						

Minimum Grant Requirements (Deliverables)

A. Conduct all of the following activities:

1. Coordinate with the County Liaison to develop or strengthen multifamily points of contact (“touchpoints” such as business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings), consistent with city codes and County Ordinance 110.
2. Maintain an inventory of all multifamily properties in the municipality, updated annually, and provide a copy to Dakota County.
3. Send an annual mailing about recycling resources to property managers and owners of apartments, condominiums, townhomes, and independent senior living, in coordination with County staff.
4. Identify, strengthen, or both, municipal planning and construction procedures to support recycling and organics as appropriate in new or remodeled buildings (e.g., internal chutes; adequate internal and external space).
5. Work with County Liaison to identify and provide technical assistance for multifamily properties enrolled in the Dakota County Multifamily Recycling Program to implement best waste management practices by:
 - a. First attending technical assistance training provided by County Liaison;
 - b. Promoting the program to engage new participants through strategic outreach;
 - c. Providing on-site needs assessments to systematically evaluate and document opportunities to enhance recycling and waste prevention, and to meet best practices, using County materials;
 - d. Using needs assessments to complete applications for the program in collaboration with property managers to request County-supplied containers, labels, signage, education materials, staff and resident education as needed, and other technical assistance;
 - e. Implementing approved plans in coordination with property managers, haulers, County staff, and other partners;
 - f. Providing targeted on-site employee and resident education about recycling and waste prevention, including the recycling system within the building, in partnership with the County Liaison, using County messaging standards;
 - g. Providing ongoing support to sustain recycling efforts by contacting past program participants to offer additional education materials, staff and resident education as needed, and other technical assistance;
 - h. Promoting reuse and bulky waste collection opportunities for multifamily tenants at move-in/move-out;
 - i. Collaborating with the County Liaison for culturally specific needs such as translation and interpretation;
 - j. Following all program protocols for outreach and technical assistance, best waste management practices, and education, using County messaging standards; and
 - k. Tracking and reporting on outcomes for each participating property, using forms or tools provided by the County Liaison.

6. Reduce/Reuse Activities

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 61 x \$50/hr.	\$3,050.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 91 x \$50/hr.	\$4,550.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 79 x \$50/hr.	\$3,950.00			
Dishware/dishwasher: type, #, vendor, and location						
Event expense: ROSEMOUNT: Funding for r.Cups (via r.World) at Rosemount Food Truck Fest beer garden, occurs Sep. 20. Plan B: If r.Cup cannot provide services, funding will go towards the purchase of reusable plates and silverware at new Public Works building, which includes a dishwasher	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	\$1,650.00	\$1,650.00			
Class expense: city, event, date, and vendor						
Repair expense: city, event, date, and vendor						
		\$50 membership	\$50.00			

Other: Reuse MN Membership and conference	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	\$90 conference	\$90.00			
Funding Request Total	-	-	\$13,340.00			
Matching Funds: ROSEMOUNT Room rental (Steeple Center) for Athletic Gear Swap	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	\$180 rental fee (lost revenue equivalent)	\$180.00			
Matching Funds: HASTINGS: Room rental (City Hall) for Halloween Costume Swap	HASTINGS Name: Violet Penman Title: SW&R Coord.	\$180 rental fee (lost revenue equivalent)	\$180.00			
Matching Funds: FARMINGTON: Room rental (Rambling River Center) for Outdoor Winter Clothing Swap	FARMINGTON Name: Violet Penman Title: SW&R Coord.	\$180 rental fee (lost revenue equivalent)	\$180.00			
Matching Funds Subtotal			\$540.00			
Diversion Potential (Tons)	0.25 tons swap items + 0.25 tons single-use cups diverted from landfill					

Minimum Grant Requirements (Deliverables)

- A. Provide annual updates to the County’s online Dakota County Reduce & Reuse Map.
- B. Implement any of the following activities:
 1. Promote existing opportunities and services for residents to reuse household items such as furniture and building materials.
 2. Prioritize reusable dishware (e.g., washable baskets, cups) in place of single-use products at permanent facilities that are city-owned, by purchasing durable dishware and a dishwasher to wash dishware on site.
 3. Prioritize reusable dishware (e.g., washable baskets, cups) in place of single-use products at outdoor community events held on city property, with anticipated attendance of 300 or more people, by contracting with vendors that offer reusable products and services for events (e.g., washing on site or off site).
 4. Host and/or promote residential swap events or city-wide garage sales, prioritizing materials with insufficient options for reuse or exchange through existing retail, community-based, or online platforms; obtain and report weights for each material collected at swap events; and ensure that usable items that are not swapped are donated after the event, to the extent possible;
 5. Provide staff support at County Fix-It Clinics.
 6. Host residential reduce, reuse, or repair education classes on topic(s) identified in consultation with County liaison using County messaging, ensuring all hired educators are approved in advance by Dakota County, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
 7. Coordinate with a local repair business to host a repair event or to offer coupon discounts in coordination with County Liaison.
 8. Facilitate changes to municipality codes, policies, and practices that are barriers to reuse (e.g., clothing drop box prohibitions, rental companies, and secondhand stores).
 9. Facilitate changes to internal policies and practices to promote waste reduction, reuse, and recycling of municipal supplies and equipment through any of the following:
 - a. Facilitate changes to increase recycled content in products purchased by the city (in accordance with Minn. Stat. § 16C.073).
 - b. Identify existing city policies and administrative practices for copy paper purchases in internal operations.
 - c. Facilitate revisions to policies and practices to purchase at least 30% post-consumer recycled content copy paper.
 10. Initiate a paper printing reduction initiative.
 11. Provide transportation for residents to participate in reduce/reuse activities (e.g., seniors);
 12. Other as approved by County Liaison.

7. In-Person Education

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
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Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 24 x \$50/hr.	\$1,200.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 25 x \$50/hr.	\$1,250.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 25 x \$50/hr.	\$1,250.00			
Event expense: ROSEMOUNT: Rosemount EXPO booth with educational activity occurs in March at the RCC, estimated 175 people educated. 1% goal = 269 people, estimated 325 people to be educated in 2025.	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	No cost for city entity	\$0.00			
Event expense: ROSEMOUNT: Leprechaun Days table with educational activity occurs in July at Central Park, estimated 150 people educated	HASTINGS Name: Violet Penman Title: SW&R Coord.	No cost for city entity	\$0.00			
Event expense: HASTINGS: Rivertown Days booth with educational activity occurs in July in downtown area, estimated 150 people educated. 1% goal = 222 people, estimated 300 people to be educated in 2025.	FARMINGTON Name: Violet Penman Title: SW&R Coord.	No cost for city entity	\$0.00			
Event expense: HASTINGS: National Night Out booth with educational activity occurs in August at Lions Park, estimated 150 people educated	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	No cost for city entity	\$0.00			
Event expense: FARMINGTON: Party in the Park booth with educational activity occurs in July at Lake Julia Park, estimated 120 people educated. 1% goal = 237 people, estimated 240 people to be educated in 2025.	HASTINGS Name: Violet Penman Title: SW&R Coord.	No cost for city entity	\$0.00			
Event expense: FARMINGTON: Tiger Cub Pep Fest booth with educational activity occurs in September near Farmington Elementary, estimated 120 people educated	FARMINGTON Name: Violet Penman Title: SW&R Coord.	No cost for city entity	\$0.00			
Promotional expense: city, event, date, expense type, and vendor						
Other: Click here to enter text						
Section 7 Funding Request Subtotal*	-	-	\$3,700.00			
Matching Funds Total:						

*Supplemental Funding categories #7 and #8 share one funding allocation; combined subtotals may not exceed combined fund eligibility.

Minimum Grant Requirements (Deliverables)

- A. Provide in-person waste abatement education for adults and youth through instructional classes, presentations, or activities at booths, events, or gatherings to educate 1% or more of the municipality’s population through face-to-face verbal interactions, on one to two of the following topics per activity:
 - 1. Home recycling (required)
 - 2. Residential organics drop site(s) (optional)
 - 3. Residential services at the Recycling Zone (optional)
 - 4. Local reduce/reuse opportunities for residents (e.g., classes about simple mending, donation/downsizing with County messaging on proper disposal) (optional)
- B. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course.
- C. Ensure all professional educators who implement In-Person Education activities are approved in advance by Dakota County.
- D. Use County materials for promotional and distribution handouts.
- E. Use display and education materials provided by County Liaison and track planned education activities in County tool.
- F. If conducting virtual education, provide a live format with interactive opportunities (i.e., no pre-recorded videos).
- G. Use messaging standards on County website for verbal education or have County Liaison review messaging.
- H. Coordinate with County Liaison for any education requests in schools, businesses, and multifamily residences.
- I. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal booth interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

8. Event Recycling and Organics Collection

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements listed below	ROSEMOUNT Name: Violet Penman Title: SW&R Coord.	# Hours: 29 x \$50/hr.	\$1,450.00			
	HASTINGS Name: Violet Penman Title: SW&R Coord.	# Hours: 26 x \$50/hr.	\$1,300.00			
	FARMINGTON Name: Violet Penman Title: SW&R Coord.	# Hours: 19 x \$50/hr.	\$950.00			
Equipment: Clear Stream trash (1 case, 200 bags), recycling (1 case, 200 bags), and organics (1 case, 80 bags) 40-gallon x-frame bags	Name: Violet Penman Title: SW&R Coord.	~\$100/case x 6 cases	\$600.00			
Hauling services: NA	Recycling hauling costs for all cities are covered in matching funds	\$0.00	\$0.00			
Event assistance services/stipend: NA	NA	\$0.00	\$0.00			
Checkout system: type and vendor	NA	\$0.00	\$0.00			
Other: Click here to enter text						
Section 8 Funding Request Subtotal:	-	-	\$4,300.00			
Section 7 & 8 Funding Request Total	-	-	\$8,000.00			

Matching Funds: ROSEMOUNT: Leprechaun Days recycling dumpster	Leprechaun Days committee and various volunteers	\$600/dumpster x 2 dumpsters	\$1,200.00			
Matching Funds: HASTINGS: Parks staff labor (changing trash/recycling bins throughout Rivertown Days)	Various Parks Maintenance staff	60 hrs. x \$50/hr.	\$3,000.00			
Matching Funds: FARMINGTON: Dew Days recycling dumpster	Dew Days committee and various volunteers	\$600/dumpster x 2 dumpsters	\$1,200.00			
Matching Funds Total:			\$5,400.00			
Diversion Potential (Tons)	4 tons of event recycling					

*Supplemental Funding categories #7 and #8 share one funding allocation; combined subtotals may not exceed combined fund eligibility.

Minimum Grant Requirements (Deliverables)

- A. Implement recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city property or on private property outdoors.
 - 1. Contact and assist event coordinators to plan and implement recycling collection, back-of-house organics collection, or both.
 - 2. Provide temporary containers, proper bags, signage, hauler services for collection, and as appropriate, recruit waste station staffing.
 - a. Optional: Implement a 24/7 accessible checkout system (e.g., locker storage).
 - 3. Assist with applying best waste management practices for standardized messaging to vendors, volunteers, and custodial staff; labeling an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow; and confirming delivery to a licensed/permitted facility.
 - 4. For recyclables collection, prioritize events on public property that generate at least one ton (8 cy) of trash (e.g., community events, athletic tournaments, fairs, markets, concerts, etc.)
 - 5. For organics collection, prioritize events of at least 300 people that generate back-of-house organics and at least one ton (8 cy) of trash.
 - 6. Obtain confirmation that collected materials are delivered to a licensed or otherwise approved recycling/organics facility if grant funds are being used for hauling services at city events.
 - 7. Coordinate with the County Liaison to develop or update municipal permits and agreements to require recycling/back-of-house organics with best waste management practices at events, tournaments, and festivals (e.g., event permit, event vendor agreement, facility rental agreement, event hauler agreement), consistent with city codes and County Ordinance 110.

9. Gap Funding

Description of Expense	Person Responsible: Name and Title	Cost Basis Calculation	Funding Request	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Staff salary to administer Grant Requirements: Section 3, Municipal Facilities/Parks Verification & Education	HASTINGS: Name: Violet Penman Title: SW&R Coord.	# Hours: 24 x \$50/hr.	\$1,200.00			
	FARMINGTON: Name: Violet Penman Title: SW&R Coord.	# Hours: 16 x \$50/hr.	\$800.00			
Staff salary to administer Grant Requirements: Section 4, Special Collections	ROSEMOUNT: Name: Violet Penman Title: SW&R Coord.	# Hours: 37 x \$50/hr.	\$1,850.00			
	HASTINGS: Name: Violet Penman Title: SW&R Coord.	# Hours: 40 x \$50/hr.	\$2,000.00			
	FARMINGTON: Name: Violet Penman Title: SW&R Coord.	# Hours: 40 x \$50/hr.	\$2,000.00			
Staff salary to administer Grant Requirements: Section 6, Reduce/Reuse Activities	ROSEMOUNT: Name: Violet Penman Title: SW&R Coord.	# Hours: 30 x \$50/hr.	\$1,500.00			

Other: Click here to enter text					
Funding Request Total*	-	-	\$9,350.00		
Matching Funds: name, title, and activities					

Minimum Grant Requirements (Deliverables)

- A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County liaison approval.

C. Application Summary

Description of Expense	TOTAL	Jan-Jun Actual	Jul-Dec Actual	Total 2025
Total Base and Supplemental Funding Staff Hours (Combined)	1,918 hours			
Total Base and Supplemental Funding Staff Expense (Combined)	\$95,900.00			
Total Base and Supplemental Funding Request (Combined)	\$121,004.50			
Total Base and Supplemental Matching Funds (Combined)	\$30,421.45 (25% match)			
Total Base and Supplemental Diversion Potential (Combined)	25 tons paper + 291 mattresses + 6 tons pumpkins + 1-ton holiday lights + 0.25 tons swap items + 0.25 tons single-use cups + 4 tons event recycling diverted from landfill			

D. Authorized Signatures

Application for January 1, 2025 – December 31, 2025

Due: October 1, 2024

Authorized Representative (Contract Signatory):	Dan Schultz
Title: Parks and Recreation Director	City of Rosemount Parks & Recreation Director
Signature (electronic signature acceptable):	<i>Dan Schultz</i>
Date: 10 30 24	10/30/2024

Report and Reimbursement Request for January 1, 2025 – June 30, 2026

Due: July 15, 2025

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	
Total Reimbursement Request:	

Report and Reimbursement Request for July 1, 2025 – December 31, 2026

Due: January 15, 2026

I, the undersigned, certify that this report was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.

Authorized Representative (Contract Signatory):	
Title:	
Signature (electronic signature acceptable):	
Date:	
Total Reimbursement Request:	

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kim Sommerland, Finance Director
Department: Finance
Subject: Final 2025 General Fund Budget and Tax Levy
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

State Statute requires that the final property tax levy for the upcoming year be certified to Dakota County on or before December 27, 2024. The City Council is being asked to adopt the 2025 final property tax levy and budget.

DISCUSSION:

The City Council reviewed the 2025 General Fund budget and tax levy during work sessions in August and September, and approved the preliminary budget and levy on September 16. The proposed final budget and tax levy details are outlined below.

		Adopted 2024 Budget	Proposed 2025 Budget	Increase (Decrease)
General Fund Expenditures		\$18,884,407	\$19,805,780	4.88%
General Fund Revenues	-	\$4,690,700	\$4,484,569	-4.39%
General Operating Levy	=	\$14,193,707	\$15,321,211	7.94%
EDA Levy	+	\$150,000	\$250,000	66.67%
Debt Levy	+	\$1,763,100	\$1,677,690	-4.84%
Gross Tax Levy	=	\$16,106,807	\$17,248,901	7.09%
Fiscal Disparities	-	\$2,098,009	\$2,415,550	15.14%
Net Tax Levy	=	\$14,008,798	\$14,883,351	5.89%

Compared to the preliminary budget presented in September, the revenue and expenditure budgets were each slightly reduced by the same amount, resulting in no change to the tax levy. The proposed final net tax levy is \$14,883,351.

General Fund Revenues

Aside from the tax levy, the General Fund secures revenue from various sources. A summary of these revenue sources is provided below.

	Adopted 2024 Budget	Proposed 2025 Budget	Increase (Decrease)
Licenses & Permits	\$ 779,050	\$ 843,765	8.31%
Intergovernmental	\$ 769,110	\$ 846,310	10.04%
Charge for Service	\$ 729,930	\$ 835,288	14.43%
Fines & Forfeitures	\$ 55,000	\$ 57,500	4.55%
Investment Income	\$ 10,000	\$ 74,300	643.00%
Miscellaneous	\$ 63,100	\$ 35,100	-44.37%
Transfers	\$ 2,284,510	\$ 1,792,306	-21.55%
Total Revenues	\$ 4,690,700	\$ 4,484,569	-4.39%

For 2025, the proposed General Fund non-levy revenues are expected to decrease by just over 4% compared to 2024. Key highlights of the proposed revenue budget include:

- Licenses and Permits: Revenue is projected to increase by \$65,000, primarily due to higher building permit revenues, driven by construction trends and anticipated development activity.
- Intergovernmental Revenues: These are expected to rise by \$77,000, largely due to increases in MSA Maintenance, Fire, and Police State Aid. Together, these sources account for nearly 90% of the budgeted \$846,000.
- Charges for Services: Revenue is anticipated to grow by \$105,000, reflecting higher fire protection charges and engineering fees.
- Miscellaneous: The decrease is due to transferring USDA rent revenue from the General Fund to the Building Maintenance Fund.
- Transfers: Budgeted transfers are expected to decrease by nearly \$500,000. The 2024 budget included \$550,000 in transfers from the Closed Bond Fund, Capital Project Reserve Fund, and Employee Expense Fund to offset budget increases. These transfers are not included in the 2025 budget.

General Fund Expenditures

The following summarizes the proposed expenditures for the 2025 General Fund.

	Adopted 2024 Budget	Proposed 2025 Budget	Increase (Decrease)
Administration	\$ 1,406,345	\$ 1,374,190	-2.29%
Human Resources	\$ 439,839	\$ 458,930	4.34%
Finance & Risk Management	\$ 968,120	\$ 1,100,969	13.72%
Police	\$ 6,203,145	\$ 6,344,195	2.27%
Fire	\$ 1,795,783	\$ 2,066,829	15.09%
Community Development	\$ 1,446,254	\$ 1,404,093	-2.92%
Engineering	\$ 989,680	\$ 986,001	-0.37%
Municipal Services	\$ 1,980,327	\$ 2,167,958	9.47%
Parks & Recreation	\$ 1,785,914	\$ 1,900,810	6.43%
Transfers/Unallocated	\$ 1,869,000	\$ 2,001,805	7.11%
Total Expenditures	\$ 18,884,407	\$ 19,805,780	4.88%

Notable changes in the General Fund budget for 2025 include:

- **Staffing Additions:** The budget has increased to cover the costs of hiring two Community Service Officers, a Fire Marshal, and an Administrative Support Technician. It also includes upgrading a Parks Maintenance Worker position to a Parks Maintenance Foreman and increasing the RRC Program Assistant's hours by 8 hours per week.
- **Finance & Risk Management:** The increase is due to transferring an administrative position from the Engineering department to Finance & Risk Management.
- **Fire:** The rise in expenditures is primarily driven by higher personnel costs, including the addition of a Fire Marshal position, as well as increased spending on protective gear for new hires and the necessary replacement of aging equipment.
- **Municipal Services:** The increase is due to higher personnel costs, rising internal fleet charges, and increased expenses for non-Emerald Ash Borer (EAB) related forestry activities.
- **Parks & Recreation:** The increase in costs is attributed to higher personnel expenses, internal fleet charges, and previously underfunded repairs and maintenance budgets.
- **Transfers:** Funding for capital equipment will increase by approximately \$130,000, trail maintenance will rise by \$50,000, and building maintenance will grow by \$190,000.

EDA Levy

The EDA budget allocates funding to support various economic development initiatives. In 2025, the EDA levy, in its second year, will increase by \$100,000 from 2024, reaching a total of \$250,000.

Debt Levy

The Debt Service Funds budget covers the scheduled repayments of debt principal and interest, along with associated trustee fees, assessments, arbitrage, and post-issuance compliance costs. This includes both General Obligation bonds and Interfund loans. The 2025 debt levy is set to be approximately 5% lower than in 2024, due to the use of a sufficient fund balance in the various debt service funds, which helps reduce the scheduled levy.

Fiscal Disparities

The Fiscal Disparities program aims to promote balanced commercial and industrial development across the metro area. For 2025, the City's Fiscal Disparities distribution will increase by over \$317,000, reducing the net tax levy. The net tax levy represents the amount taxpayers are required to pay.

Additional Highlights

The City remains focused on investing in key areas, including street maintenance, trail upkeep, building repairs, EAB management, and fleet replacement.

Key projects and equipment purchases planned for the upcoming year include:

- **Rambling River Center:** Facility improvements
- **Street Reconstruction:** Street improvements identified in the 5-year plan, along with annual mill and overlay projects
- **Police Fleet:** Leasing of police squads, plus the addition of a CSO vehicle
- **Police Equipment:** Replacing aging tasers
- **Dump Truck:** Replacing a 2002 dump truck used for year-round maintenance
- **Brine Equipment:** Purchasing equipment to produce and store brine for enhanced road treatment

- Sewer Televising Software: Upgrading 14-year-old technology for sewer inspections
- Engineering Vehicle: Leasing of a new vehicle to replace 1997 pickup truck
- John Deere Tractor: Replacing a 2011 tractor used for snow removal on trails and sidewalks
- Pickup Truck: Adding a new pickup truck to replace a 20-year-old truck used by Parks
- Mower: Replacing a 2006 mower with a more efficient zero-turn mower with a larger deck
- Brushcat: Acquiring a new mulching attachment for clearing brush

These initiatives reflect the City's ongoing commitment to maintaining and improving infrastructure and public services.

Taxes payable in 2025 are based on 2024 property market values. The estimated taxable market value of the average residential property in Farmington has slightly decreased from last year to \$345,450. Under the proposed 2025 tax levy, the City tax on the average property would increase by \$69 per year, slightly higher than the \$66 increase estimated in September. This small increase is due to a reduction in the net tax capacity reported by Dakota County, which resulted in an increase in the estimated tax rate from 47.469% in September to the current estimate of 47.861%.

BUDGET IMPACT:

The budget impact is outlined in the content of this memo.

ACTION REQUESTED:

Approve Resolution 2024-110 Adopting the 2025 Budget and Setting the Final Tax Levy Collectible in 2025.

ATTACHMENTS:

[2024-110 Adopting 2025 Budget and Setting Final Tax Levy](#)

[2025 Final Budget Schedules](#)

[2025 Final Budget Transfers](#)

**CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-110

**A RESOLUTION ADOPTING THE 2025 BUDGET
AND SETTING THE FINAL TAX LEVY
COLLECTIBLE IN 2025**

WHEREAS, Minnesota Statutes require certification of the final tax levy to the Dakota County Auditor on or before December 27, 2024; and

WHEREAS, the City Council of the City of Farmington, Minnesota, is in receipt of the final 2025 revenue and expenditure budget; and

WHEREAS, the City Council shall use existing City funds to meet the annual debt obligations for 2015A GO Improvement Bonds of \$75,000; thereby reducing the total debt levy issued and collected from property taxes to \$215,955; and

WHEREAS, the City Council shall use existing City funds to meet the annual debt obligations for 2016B GO Capital Improvement Plan Refunding Bonds of \$37,428; thereby reducing the total debt levy issued and collected from property taxes to \$632,000; and

WHEREAS, the City Council shall use existing City funds to meet the annual debt obligations for 2020A GO Capital Equipment Certificates of \$43,675; thereby reducing the total debt levy issued and collected from property taxes to \$226,438; and

WHEREAS, the City Council shall use existing City funds to meet the annual debt obligations for 2022A GO Bonds of \$245,000; thereby reducing the total debt levy issued and collected from property taxes to \$228,393.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Farmington that the following sums of money be levied in 2024, collectible in 2025, upon the taxable property in said city of Farmington for the following purposes:

General Operating Levy	\$15,321,211
Debt Levy	1,502,690
Tax Abatement Levy	175,000
Economic Development Authority Levy	<u>250,000</u>
Total Gross Levy	\$17,248,901

Adopted by the City Council of the City of Farmington, Minnesota, this 2nd day of December 2024.

ATTEST:

Joshua Hoyt, Mayor

Shirley R Buecksler, City Clerk

2025 DEBT SERVICE LEVY

<u>Fund</u>	<u>Project</u>	<u>Levy Amount</u>
3093	2015A GO Improvement Bond	\$ 215,955
3136	2016B GO Refunding Bond	632,000
3139	2020A GO Equipment Certificates	226,438
3141	2022A GO Bonds	103,393
3143	2024A GO Bonds	192,883
3144	2024A GO Bonds	<u>118,023</u>
	Total Bond Financing	\$1,488,692
3130	2005C GO Capital Improvement Bond	<u>\$ 14,000</u>
	Total Debt Levy	\$1,502,692
3141	2022A GO Bonds Tax Abatement	\$ 125,000
3144	2024A GO Bonds Tax Abatement	<u>50,000</u>
	Total Debt Levy and Tax Abatement Levy	<u>\$1,677,692</u>

City of Farmington
Summary Budget and Tax Levy
2023 Budget, 2024 Budget and 2025 Proposed

	2023	2024	2025	Budget Change
	Budget	Budget	Proposed	%
Non-Property Tax Revenues				
Licenses and Permits	\$ 915,470	\$ 779,050	\$ 843,765	8.31%
Intergovernmental Revenue	623,320	769,110	846,310	10.04%
Charge for Service	605,919	729,930	835,288	14.43%
Fines and Forfeitures	55,000	55,000	57,500	4.55%
Investment Income	51,000	10,000	74,300	643.00%
Miscellaneous	48,410	63,100	35,100	(44.37)%
Transfers In	1,497,734	2,284,510	1,792,306	(21.55)%
Total Revenues	<u>\$ 3,796,853</u>	<u>\$ 4,690,700</u>	<u>\$ 4,484,569</u>	<u>(4.39)%</u>
Expenditures				
Administration	\$ 1,159,523	\$ 1,406,345	\$ 1,374,190	(2.29)%
Human Resource	401,235	439,839	458,930	4.34%
Dakota Broadband	45,500	-	-	0.00%
Finance and Risk Mgmt	848,407	968,120	1,100,969	13.72%
Police	5,664,569	6,203,145	6,344,195	2.27%
Fire	1,742,006	1,795,783	2,066,829	15.09%
Community Development	1,239,709	1,446,254	1,404,093	(2.92)%
Engineering	814,743	989,680	986,001	(0.37)%
Municipal Services	1,716,574	1,980,327	2,167,958	9.47%
Parks and Recreation	1,610,495	1,785,914	1,900,810	6.43%
Transfers Out/Unallocated	1,642,022	1,869,000	2,001,805	7.11%
Total Expenditures	<u>\$ 16,884,783</u>	<u>\$ 18,884,407</u>	<u>\$ 19,805,780</u>	<u>4.88%</u>
Revenues Over (Under) Expenditures	<u>\$ (13,087,930)</u>	<u>\$ (14,193,707)</u>	<u>\$ (15,321,211)</u>	<u>7.94%</u>
Operating Levy	<u>\$ 13,087,930</u>	<u>\$ 14,193,707</u>	<u>\$ 15,321,211</u>	<u>7.94%</u>
EDA Levy	<u>\$ -</u>	<u>\$ 150,000</u>	<u>\$ 250,000</u>	<u>66.67%</u>
Debt Levy				
Bonds	\$ 1,903,565	\$ 1,667,100	\$ 1,663,690	(0.20)%
2005C Loan Repay-Storm Water Tr Adv	166,000	96,000	14,000	(85.42)%
Total Debt Levy	<u>\$ 2,069,565</u>	<u>\$ 1,763,100</u>	<u>\$ 1,677,690</u>	<u>(4.84)%</u>
Gross Levy	<u>\$ 15,157,495</u>	<u>\$ 16,106,807</u>	<u>\$ 17,248,901</u>	<u>7.09%</u>
Fiscal Disparities	2,407,636	2,098,009	2,415,550	15.14%
Farmington Net Tax Levy	<u>\$ 12,749,859</u>	<u>\$ 14,008,798</u>	<u>\$ 14,833,351</u>	<u>5.89%</u>
Net Tax Capacity	\$ 29,697,452	\$ 31,083,139	\$ 30,992,450	-0.29%
Tax Rate on Tax Capacity	42.933%	45.069%	47.861%	6.20%
Average Home Taxable Market Value	\$ 339,312	\$ 351,468	\$ 345,450	-1.71%
Estimated Annual City Taxes	\$ 1,457	\$ 1,584	\$ 1,653	4.38%

General Fund Non-Property Tax Revenue Summary
2022 Budget, 2023 Budget, 2024 Budget and 2025 Proposed

	2022	2023	2024	2025
	Budget	Budget	Budget	Proposed
LIQUOR LICENSES	\$ 40,000	\$ 37,000	\$ 37,000	\$ 37,000
BEER & WINE LICENSES	800	800	800	800
CLUB LICENSES	500	500	500	500
MASSAGE LICENSE	50	50	50	50
GAMBLING LICENSE/PERMIT	150	300	450	50
OTHER LICENSE & PERMIT	1,400	1,800	2,300	2,300
ANIMAL LICENSES	2,000	2,900	-	-
Total Licenses	\$ 44,900	\$ 43,350	\$ 41,100	\$ 40,700
BUILDING PERMITS	\$ 590,000	\$ 762,770	\$ 609,000	\$ 656,000
REINSPECTION FEES	1,200	5,000	5,000	3,055
CODE ENFORCEMENT FEES	900	900	900	500
PLUMBING & HEATING PERMITS	60,000	60,000	65,000	77,000
ELECTRIC PERMITS	20,000	23,000	23,000	24,000
ISTS PERMITS	250	250	500	400
UTILITY PERMITS	10,500	11,000	23,740	31,400
SIGN PERMITS	700	900	900	700
BURNING PERMITS	1,250	1,300	1,300	1,400
OTHER PERMITS	7,000	7,000	8,610	8,610
Total Permits	\$ 691,800	\$ 872,120	\$ 737,950	\$ 803,065
Total Licenses and Permits	\$ 736,700	\$ 915,470	\$ 779,050	\$ 843,765
FEDERAL GRANT	\$ 5,000	\$ 3,100	\$ 5,600	\$ 3,300
LOCAL GOVERNMENT AID	105,587	-	-	-
MSA MAINTENANCE	184,000	185,400	257,390	277,260
POLICE AID	205,000	225,000	240,000	267,000
POST TRAINING	15,000	25,000	25,000	25,000
FIRE AID	150,000	175,000	195,000	213,000
STATE GRANT	-	3,700	17,500	33,250
MARKET VALUE CREDIT	-	-	2,500	2,500
COUNTY MISCELLANEOUS	7,500	6,120	26,120	25,000
Total Intergovernmental	\$ 672,087	\$ 623,320	\$ 769,110	\$ 846,310
CUSTOMER SERVICES NONTAXABLE	135	150	380	1,900
ZONING & SUBDIVISION FEES	3,000	4,000	3,500	4,900
ADMINISTRATION FEES - PROJECTS	4,000	7,500	9,000	8,500
FIRE CHARGES	258,940	264,177	367,010	394,810
POLICE SERVICE CHARGES	80,385	81,992	83,630	92,178
ENGINEERING FEES - PROJECTS	-	-	24,890	75,000
EROSION & SEDIMENT CONTROL	9,500	14,000	22,280	27,000
RECREATION FEES - GENERAL	75,000	62,000	65,000	76,000
RECREATION FEES - SENIOR CTR	17,000	17,500	23,000	24,000
MEMBERSHIP FEES - SENIOR CTR	7,500	7,600	9,000	9,900
ADVERTISING	500	500	1,040	-
ADVERTISING	1,500	1,500	1,200	1,100
FRANCHISE FEE	145,000	145,000	120,000	120,000
Total Charges For Services	\$ 602,460	\$ 605,919	\$ 729,930	\$ 835,288
COURT FINES	\$ 50,000	\$ 55,000	\$ 55,000	\$ 57,500
Total Fines & Forfeitures	\$ 50,000	\$ 55,000	\$ 55,000	\$ 57,500
INTEREST ON INVESTMENTS	\$ 41,600	\$ 51,000	\$ 10,000	\$ 74,300
Total Investment Income	\$ 41,600	\$ 51,000	\$ 10,000	\$ 74,300
RENTAL INCOME - RRC	\$ 18,000	\$ 7,710	\$ 8,500	\$ 7,000
RENTAL INCOME - FIELD RENTAL	-	-	4,100	5,100
RENTAL INCOME	28,678	29,000	25,000	11,000
MISCELLANEOUS REVENUE	34,200	4,200	5,600	7,000
DONATIONS	-	2,500	4,900	5,000
REFUNDS & REIMBURSEMENTS	-	5,000	15,000	-
Total Misc Revenue	\$ 80,878	\$ 48,410	\$ 63,100	\$ 35,100
OPERATING TRANSFERS	\$ 1,427,858	\$ 1,497,734	\$ 2,284,510	\$ 1,792,306
Total Transfers In	\$ 1,427,858	\$ 1,497,734	\$ 2,284,510	\$ 1,792,306
Total Revenues	\$ 3,611,583	\$ 3,796,853	\$ 4,690,700	\$ 4,484,569

General Fund Expenditure Summary
2022 Budget, 2023 Budget, 2024 Budget and 2025 Proposed

	2022 Budget	2023 Budget	2024 Budget	2025 Proposed
Expenditures				
Administration				
Legislative (1005)	\$ 87,259	\$ 110,262	\$ 116,964	\$ 131,941
Administration (1010)	469,641	528,826	651,927	630,831
Elections (1013)	47,948	10,000	60,572	12,902
Communications (1014)	132,916	134,785	154,958	141,301
City Hall (1015)	361,485	375,650	421,924	457,215
Total Administration	\$ 1,099,249	\$ 1,159,523	\$ 1,406,345	\$ 1,374,190
Human Resources				
Human Resource (1011)	\$ 402,112	\$ 401,235	\$ 439,839	\$ 458,930
Total Human Resources	\$ 402,112	\$ 401,235	\$ 439,839	\$ 458,930
Dakota Broadband				
Dakota Broadband	\$ 45,500	\$ 45,500	-	-
Total Dakota Broadband	\$ 45,500	\$ 45,500	\$ -	\$ -
Finance and Risk Management				
Finance (1021)	\$ 648,309	\$ 658,857	\$ 753,210	\$ 830,969
Risk Management (1022)	170,450	189,550	214,910	270,000
Total Finance and Risk Management	\$ 818,759	\$ 848,407	\$ 968,120	\$ 1,100,969
Police				
Police Administration (1050)	\$ 1,356,642	\$ 1,382,034	\$ 1,529,104	\$ 5,834,802
Patrol Services (1051)	2,929,249	3,228,428	3,545,612	427,755
Investigations (1052)	974,019	1,032,707	1,112,529	65,738
Emergency Management (1054)	19,900	21,400	15,900	15,900
Total Police	\$ 5,279,810	\$ 5,664,569	\$ 6,203,145	\$ 6,344,195
Fire				
Fire (1060)	\$ 1,592,646	\$ 1,742,006	\$ 1,795,783	\$ 2,066,829
Total Fire	\$ 1,592,646	\$ 1,742,006	\$ 1,795,783	\$ 2,066,829
Community Development				
Planning (1030)	\$ 624,475	\$ 554,687	\$ 674,681	\$ 692,878
Building Inspection (1031)	434,707	685,022	771,573	711,215
Total Community Development	\$ 1,059,182	\$ 1,239,709	\$ 1,446,254	\$ 1,404,093
Engineering				
Engineering (1070)	\$ 725,816	\$ 672,459	\$ 838,685	\$ 770,558
Natural Resources (1076)	124,595	142,284	150,995	215,443
Total Engineering	\$ 850,411	\$ 814,743	\$ 989,680	\$ 986,001
Municipal Services				
Streets (1072)	\$ 1,358,489	\$ 1,436,409	\$ 1,690,299	\$ 1,835,390
Snow Removal (1073)	251,215	280,165	290,028	297,309
Recycling (1078)	-	-	-	35,259
Total Municipal Services	\$ 1,609,704	\$ 1,716,574	\$ 1,980,327	\$ 2,167,958
Parks and Recreation				
Park Maintenance (1090)	\$ 677,974	\$ 979,476	\$ 1,100,326	\$ 1,180,931
Rambling River Center (1093)	227,731	204,199	223,671	239,266
Park & Rec Admin (1094)	324,745	210,945	260,353	266,248
Recreation Programs (1095)	99,287	215,875	201,564	214,365
Total Parks and Recreation	\$ 1,329,737	\$ 1,610,495	\$ 1,785,914	\$ 1,900,810
Transfers Out & Unallocated	\$ 1,642,609	\$ 1,642,022	\$ 1,869,000	\$ 2,001,805
Total Transfers Out & Unallocated	\$ 1,642,609	\$ 1,642,022	\$ 1,869,000	\$ 2,001,805
Total Expenditures	\$ 15,729,719	\$ 16,884,783	\$ 18,884,407	\$ 19,805,780

**Special Revenue Funds
2025 Proposed Budget Summary**

	EDA	TIF	Public Safety Aid	Park Improvement	Ice Arena	Total
Sources						
Property Taxes	\$ 250,000	\$ 170,000	\$ -	\$ -	\$ -	\$ 420,000
Charges for Services	-	-	-	200,000	427,100	627,100
Miscellaneous	2,600	700	-	23,665	20,400	47,365
Other Financing Sources	-	-	-	155,000	-	155,000
Total	<u>\$ 252,600</u>	<u>\$ 170,700</u>	<u>\$ -</u>	<u>\$ 378,665</u>	<u>\$ 447,500</u>	<u>\$ 1,249,465</u>
Uses						
General Government	\$ -	\$ 155,750	\$ -	\$ -	\$ -	\$ 155,750
Public Safety	\$ -	\$ -	\$ 290,000	-	-	290,000
Community Development	188,350	-	-	-	-	188,350
Parks and Recreation	-	-	-	162,000	536,948	698,948
Other Financing Uses	-	-	-	-	-	-
Total	<u>\$ 188,350</u>	<u>\$ 155,750</u>	<u>\$ 290,000</u>	<u>\$ 162,000</u>	<u>\$ 536,948</u>	<u>\$ 1,333,048</u>
Net Change in Fund						
Balances or Net Position	<u>\$ 64,250</u>	<u>\$ 14,950</u>	<u>\$ (290,000)</u>	<u>\$ 216,665</u>	<u>\$ (89,448)</u>	<u>\$ (83,583)</u>

Debt Service Funds
2025 Proposed Budget Summary

	Closed Bond Fund	2005C St Wtr Trnk Loan	2015A GO St Reconst Bds	2016B GO Cap Imp Rfdg Bds	2020A GO Equip Certs	2022A GO Bds	2024A GO Bds	Total
Sources								
Property Taxes	\$ -	\$ 14,000	\$ 215,955	\$ 632,000	\$ 226,438	\$ 228,393	\$ 360,906	\$ 1,677,692
Special Assessments	286,052	-	-	-	-	-	-	286,052
Miscellaneous	12,900	1,000	1,500	1,500	-	1,200	-	18,100
Other Financing Sources	-	-	-	-	-	255,000	-	255,000
Total	\$ 298,952	\$ 15,000	\$ 217,455	\$ 633,500	\$ 226,438	\$ 484,593	\$ 360,906	\$ 2,236,844
Uses								
Principal	\$ -	\$ -	\$ 240,000	\$ 575,000	\$ 230,000	\$ 310,000	\$ -	\$ 1,355,000
Interest	-	-	29,500	51,175	18,000	138,600	137,295	374,570
Fiscal Agent Fees	-	-	3,450	3,450	2,950	600	-	10,450
Other Financing Uses	255,000	49,000	-	-	-	-	-	304,000
Total	\$ 255,000	\$ 49,000	\$ 272,950	\$ 629,625	\$ 250,950	\$ 449,200	\$ 137,295	\$ 2,044,020
Net Change in Fund								
Balances or Net Position	\$ 43,952	\$ (34,000)	\$ (55,495)	\$ 3,875	\$ (24,512)	\$ 35,393	\$ 223,611	\$ 192,824

Capital Project Funds
2025 Proposed Budget Summary

	Sewer Trunk	Cable Fund	Fire Capital	Storm Water Trunk	Recreation Capital	Private Capital Projects	Water Trunk	Gen Cap Equip	Street Maint & Reconst	Trail Maint	Building Maint	Emerald Ash Borer	Total
Sources													
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-	-	-	-	-	700,000	-	-	-	700,000
Charges for Services	193,000	75,000	-	350,000	-	-	513,000	-	-	-	142,000	-	1,273,000
Miscellaneous	10,000	8,500	2,700	52,900	1,800	22,600	11,200	56,900	31,400	3,900	3,000	-	204,900
Bond Sale Proceeds	-	-	-	-	-	-	-	-	1,500,000	-	-	-	1,500,000
Other Financing Sources	-	-	-	49,000	-	-	-	681,000	2,400,000	220,000	265,000	-	3,615,000
Total	\$ 203,000	\$ 83,500	\$ 2,700	\$ 451,900	\$ 1,800	\$ 22,600	\$ 524,200	\$ 737,900	\$ 4,631,400	\$ 223,900	\$ 410,000	\$ -	\$ 7,292,900
Uses													
General Government	\$ -	\$ 126,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,900	\$ -	\$ 183,930
Public Safety	-	-	-	-	-	-	-	170,988	-	-	312,400	-	483,388
Public Works	-	-	-	-	-	-	-	385,000	4,800,000	-	-	500,000	5,685,000
Parks and Recreation	-	-	-	-	-	-	-	124,645	-	220,000	-	-	344,645
Other Financing Uses	875,000	-	-	-	-	-	875,000	-	-	-	19,500	-	1,769,500
Total	\$ 875,000	\$ 126,030	\$ -	\$ -	\$ -	\$ -	\$ 875,000	\$ 680,633	\$ 4,800,000	\$ 220,000	\$ 389,800	\$ 500,000	\$ 8,466,463
Net Change in Fund	\$ (672,000)	\$ (42,530)	\$ 2,700	\$ 451,900	\$ 1,800	\$ 22,600	\$ (350,800)	\$ 57,267	\$ (168,600)	\$ 3,900	\$ 20,200	\$ (500,000)	\$ (1,173,563)
Balances or Net Position	\$ (672,000)	\$ (42,530)	\$ 2,700	\$ 451,900	\$ 1,800	\$ 22,600	\$ (350,800)	\$ 57,267	\$ (168,600)	\$ 3,900	\$ 20,200	\$ (500,000)	\$ (1,173,563)

**Enterprise Funds
2025 Proposed Budget Summary**

	Liquor	Sewer	Storm Water	Water	Street Lights	Total
<u>Sources</u>						
Sales	\$ 7,029,100	\$ 3,855,484	\$ 1,536,320	\$ 2,398,358	\$ 245,000	\$ 15,064,262
Less Cost of Sales	(5,113,600)	-	-	-	-	(5,113,600)
Net Sales	1,915,500	3,855,484	1,536,320	2,398,358	245,000	9,950,662
Non-Operating Revenues	20,600	897,000	27,300	1,333,132	3,700	2,281,732
Total	\$ 1,936,100	\$ 4,752,484	\$ 1,563,620	\$ 3,731,490	\$ 248,700	\$ 12,232,394
<u>Uses</u>						
Personal Services	\$ 742,090	\$ 2,303	\$ 1,152	\$ 17,649	\$ -	\$ 763,194
Other Services & Charges	589,315	2,256,066	603,458	2,642,406	228,000	6,319,245
MCES Charges	-	2,207,567	-	-	-	2,207,567
Depreciation	-	690,000	475,000	1,050,000	-	2,215,000
Other Financing Uses	257,806	1,090,863	1,080,855	1,239,782	-	3,669,306
Total	\$ 1,589,211	\$ 6,246,799	\$ 2,160,465	\$ 4,949,837	\$ 228,000	\$ 15,174,312
Net Change in Fund						
Balances or Net Position	\$ 346,889	\$ (1,494,315)	\$ (596,845)	\$ (1,218,347)	\$ 20,700	\$ (2,941,918)

**Internal Service Funds
2025 Proposed Budget Summary**

	Employee Expense	Property & Liability	Fleet	Information Technology	Total
<u>Sources</u>					
Charges for Services	\$ 3,349,753	\$ 381,600	\$ 381,925	\$ 1,100,008	\$ 5,213,286
Miscellaneous	22,600	3,900	600	7,100	34,200
Other Financing Sources	-	22,000	-	-	22,000
Total	<u>\$ 3,372,353</u>	<u>\$ 407,500</u>	<u>\$ 382,525</u>	<u>\$ 1,107,108</u>	<u>\$ 5,269,486</u>
<u>Uses</u>					
Personal Services	\$ 3,349,753	\$ -	\$ 273,025	\$ 287,113	\$ 3,909,891
Other Services & Charges	-	381,600	104,500	768,308	1,254,408
Depreciation	-	-	5,000	-	5,000
Other Financing Uses	-	-	-	-	-
Total	<u>\$ 3,349,753</u>	<u>\$ 381,600</u>	<u>\$ 382,525</u>	<u>\$ 1,055,421</u>	<u>\$ 5,169,299</u>
Net Change in Fund					
Balances or Net Position	<u>\$ 22,600</u>	<u>\$ 25,900</u>	<u>\$ -</u>	<u>\$ 51,687</u>	<u>\$ 100,187</u>

**Summary Budget
All Funds
2025 Proposed**

	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	2025 Total Budget
Sources							
Property Taxes (incl Tax Increment)	\$ 15,321,211	\$ 420,000	\$ 1,677,692	\$ -	\$ -	\$ -	\$ 17,418,903
Licenses & Permits	843,765	-	-	-	-	-	843,765
Intergovernmental	846,310	-	-	700,000	-	-	1,546,310
Charges for Services	835,288	627,100	-	1,273,000	9,950,662	5,213,286	17,899,336
Special Assessments	-	-	286,052	-	-	-	286,052
Fines and Forfeitures	57,500	-	-	-	-	-	57,500
Miscellaneous	136,400	47,365	18,100	204,900	2,281,732	34,200	2,722,697
Bond Sale Proceeds	-	-	-	1,500,000	-	-	1,500,000
Other Financing Sources	1,792,306	155,000	255,000	3,615,000	-	22,000	5,839,306
Total	\$ 19,832,780	\$ 1,249,465	\$ 2,236,844	\$ 7,292,900	\$ 12,232,394	\$ 5,269,486	\$ 48,113,869
Uses							
General Government	\$ 2,960,894	\$ 155,750	\$ -	\$ 183,930	\$ -	\$ -	\$ 3,300,574
Police	6,333,195	-	-	170,988	-	-	6,504,183
Fire	2,066,829	290,000	-	312,400	-	-	2,669,229
Community Development	1,404,093	188,350	-	-	-	-	1,592,443
Public Works	3,153,959	-	-	5,685,000	-	-	8,838,959
Parks and Recreation	1,900,810	698,948	-	344,645	-	-	2,944,403
Enterprise Funds	-	-	-	-	11,505,006	-	11,505,006
Internal Service Funds	-	-	-	-	-	5,169,299	5,169,299
Other Financing Uses	2,013,000	-	304,000	1,769,500	3,669,306	-	7,755,806
Debt Service							
Principal	-	-	1,355,000	-	-	-	1,355,000
Interest & Fees	-	-	385,020	-	-	-	385,020
Total	\$ 19,832,780	\$ 1,333,048	\$ 2,044,020	\$ 8,466,463	\$ 15,174,312	\$ 5,169,299	\$ 52,019,922
Net Change in fund							
Balances or net position	\$ -	\$ (83,583)	\$ 192,824	\$ (1,173,563)	\$ (2,941,918)	\$ 100,187	\$ (3,906,053)

CITY OF FARMINGTON
 TRANSFERS (TO) FROM OTHER FUNDS
 2025 BUDGET

TRANSFER TO:

	1000	2300	3141	4400	5600	5600.5	5700	5805	5806	5810	5811	6201	6501	7100	TOTAL
TRANSFER FROM:	General Fund	Park Impr.	2022A GO Bonds	Storm Wtr Tr	Gen Cap Equip	PD Gen Cap Equip	Street Maint	Spruce Street	2025 Street Imp	Trail Maint	Bldg Maint	Sewer Utility	Water Utility	Insurance	TRANSFERS OUT
GENERAL FUND															
1000 General Fund					510,000.00	171,000.00	680,000.00			220,000.00	265,000.00			20,000.00	1,866,000.00
DEBT SERVICE FUNDS															
3000 Closed Bond Fund	-		255,000.00												255,000.00
3130 2005C				49,000.00											49,000.00
SPECIAL REVENUE FUNDS															
3900 Sewer Trunk Fund												875,000.00			875,000.00
5100 Water Trunk Fund													875,000.00		875,000.00
ENTERPRISE FUNDS															
6100 Municipal Liquor	101,806.00	155,000.00												1,000.00	257,806.00
6202 Sewer-Admin	101,671.00						40,000.00	50,000.00	450,000.00					1,000.00	642,671.00
6202 Sewer-HR	448,192.00														448,192.00
6300 Solid Waste Funds															-
6402 Storm Water-Admin	101,577.00						40,000.00		450,000.00						591,577.00
6402 Storm Water-HR	489,278.00														489,278.00
6502 Water-Admin	101,598.00						40,000.00	50,000.00	600,000.00						791,598.00
6502 Water-HR	448,184.00														448,184.00
7000 Employee Expense Fund	-														-
TOTAL TRANSFERS IN	1,792,306.00	155,000.00	255,000.00	49,000.00	510,000.00	171,000.00	800,000.00	100,000.00	1,500,000.00	220,000.00	265,000.00	875,000.00	875,000.00	22,000.00	7,589,306.00

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Tony Wippler, Planning Manager
Department: Community Development
Subject: Development Contract - Farmington Technology Park
Meeting: Regular Council - Dec 02 2024

INTRODUCTION:

The City Council approved the final plat for Farmington Technology Park on November 18, 2024. A condition of approval was that a Development Contract between the Developer and the City of Farmington must be executed, and security and fees must be paid.

DISCUSSION:

Attached for Council's consideration and approval is the Development Contract for Farmington Technology Park. The attached contract spells out the requirements for development of the land including timelines to complete platting process, defining development charges and fees, and addressing construction of public infrastructure required to serve the development together with the associated sureties.

The Developer has reviewed the attached contract and finds is acceptable.

BUDGET IMPACT:

The City will collect cash-in-lieu park dedication in the amount of \$569,718.62 with this development contract. Other fees normally collected in a development contract will be calculated and collected with the Site Improvement/Performance Agreements to be executed with the future end user. In this development contract the City is entitled to reimbursement from the Developer for actual costs incurred in conjunction with the preparation of this Agreement and the development of the Plat generally as well as costs related to the administration of the development contract and construction observation costs.

ACTION REQUESTED:

Adopt Resolution No. 2024-111 approving the Farmington Technology Park Development Contract and authorize its execution.

ATTACHMENTS:

[Development Contract](#)
[2024-111 Approving Development Contract Farmington Technology Park](#)

DEVELOPMENT CONTRACT

DEVELOPMENT CONTRACT (the "Agreement") dated this _____ of _____ 20____ ("Effective Date") by, between, and among the **CITY OF FARMINGTON**, a Minnesota municipal corporation ("City") and MNLCO Farmington, LLC, a Delaware limited liability company and MNLCO Farmington Two, LLC, a Delaware limited liability company (collectively "Developer"). The City and Developer are each a "Party" and collectively, the "Parties."

1. **Request for Plat and Planned Unit Development Approval.** The Developer has asked the City to approve a Farmington Technology Park Planned Unit Development ("Project") approved by the Farmington City Council on November 18, 2024 under Ordinance No. 2024-12 (the "PUD") and plat for **FARMINGTON TECHNOLOGY PARK** (also referred to in this Agreement as the "Plat"). The land is situated in the City of Farmington, County of Dakota, State of Minnesota, and is legally described on the attached Exhibit A (the "Property").
2. **Conditions of Approval.** The City hereby approves the Plat on the conditions that:
 - a) The Developer enter into this Agreement; and
 - b) The Developer provide the necessary Security, as described hereafter, in accordance with the terms of this Agreement; and
 - c) The Developer satisfy the Development Fees, as described hereafter, in accordance with the terms of this Agreement; and
 - d) All engineering issues must be reviewed and approved by the engineering department prior to commencement of construction; and
 - e) Lot 2, Block 1 shall be conveyed to the City by warranty deed. The deed shall be recorded with Dakota County Recorder with the plat mylars; and
 - f) The Developer records the Plat with the County Recorder or Registrar of Titles within six months of all signatories' signatures on the final plat, as required by Minnesota law.
3. **Right to Proceed.** Within the Plat, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been authorized in writing by the City Engineer following approval of a final plat by the City Council. The construction of sewer lines, water lines, streets, utilities, public or private improvements or any building shall not commence until all of the following conditions have been satisfied:
 - a) This Agreement has been fully executed by both parties and submitted for recording with the Dakota County Recorder's Office; and
 - b) The necessary Security has been received by the City; and
 - c) The necessary insurance for the Developer and its construction contractors has been received by the City; and

- d) The Plat has been submitted for recording with the Dakota County Recorder's Office; and
- e) A deed shall be provided for Lot 2, Block 1 and be submitted for recording with the plat mylars; and
- f) A copy of permits required for construction have been provided; and
- g) The City Clerk or Engineer has issued a Notice to Proceed stating that all conditions have been satisfied and that the Developer may proceed, which shall be promptly delivered to the Developer upon satisfaction of the conditions.

4. **Phased Development.** The Developer may develop the Project and, specifically, any Private Improvements (defined below) including, without limitation, any buildings within the Project, in multiple phases (each a "Phase," collectively "Phases"). Each Phase of development shall be subject to a Site Plan approval. Except for the Public Improvements (defined below) and preliminary grading, utility extensions and other work pursuant to the second paragraph of Section 11 below, no construction of Private Improvements, or other development may occur until a Site Plan for such Phase has been approved by the Planning Commission and a Site Improvement/Performance Agreement has been approved by the City Council, executed and recorded.

5. **Changes in Official Controls.** For eight (8) years from the Effective Date of this Agreement, no amendments to the Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications or platting required or permitted by the approved Plat and PUD unless required by State or Federal law or agreed to in writing by the Parties and except amendments placing this Plat in the current urban service area. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by City, State, and Federal law, the City may require compliance with any applicable amendments to the City's official controls or Comprehensive Plan including, without limitation, any applicable official controls, platting or dedication requirements therein, enacted after the Effective Date. Notwithstanding the foregoing or anything to the contrary herein, and notwithstanding any such subsequent amendments, the Parties agree that upon commencement of any improvements or grading to the Property under this Agreement, the Developer's rights under the PUD and this Agreement, including but not limited to, land use, building area, design standards, shall vest to the entirety of the Property, including any platted or unplatted land. The City and Developer recognize and agree that due to the phased nature of the Project, the entire Property shall be a single use under Minnesota law and any non-use of any portion of the Property shall not constitute a discontinuance of any portion of the Project. This provision shall survive the expiration of this Agreement.

6. **Development/Site Plans.** Each Phase shall be developed subject to an approved Site Plan, under City Code Section 10-6-23, which shall be reviewed and approved by the Planning Commission for consistency with the PUD. The Planning Commission shall approve the Site Plan in accordance with the adopted PUD conditions. Prior to approval of a Site Plan for a Phase, the Developer must prepare the following plans for review and approval by the City for the requisite Phase:

- a) Site Plan
- b) Final Grading Plan
- c) Erosion and Sediment Control Plan
- d) Utility Plan
- e) Private Roadway Paving, Signage, and Striping Plan
- f) Landscape Plan
- g) Building Elevations

collectively, the "Plans."

7. **Site Improvement/Performance Agreement.** Each Phase shall be subject to a Site Improvement/Performance Agreement detailing the details of such Phase including, but not limited to, calculation and payment of fees, installation of public and private improvements, and timing of construction, and each of which shall include, at a minimum, the terms and provisions set forth on Exhibit E attached hereto. The Site Improvement/Performance Agreement shall be executed and recorded against the Property which is subject to such Phase.

8. **Easements.** The Developer shall furnish to the City a long-term maintenance agreement, delivered to the City prior to the issuance of a grading permit for any stormwater systems, whether connected to the City's municipal separate storm sewer system or not, for purposes of ensuring maintenance and inspection of the facilities and allowing the City to enter the property to maintain, inspect, and/or repair any such systems if not adequately maintained and repaired by Developer.

9. Required Public Improvements.

a). The Developer shall install and pay for the improvements to 220th Street West shown on sheet R1 of the Final PUD Plan Set and improvements to Chippendale Avenue West shown on sheet R2 of the approved Final PUD Plan Set (the "Public Improvements"). The Parties acknowledge and agree that the scope, design and plans for the Public Improvements set forth in the Final PUD Plan Set are preliminary and the final scope, design and plans for the Public Improvements shall be set forth in public roadway construction plans and drawings for such Public Improvements to be approved by the City (the "Construction Plans").

b). The Public Improvements shall be installed in accordance with the Construction Plans, and in accordance with all applicable laws, City Standards, Engineering Guidelines, Ordinances and Construction Plans, which have been or will be prepared by a competent registered professional engineer furnished to the City and reviewed by the City Engineer. Work done not in accordance with the Construction Plans, without prior authorization of the City Engineer, shall be considered a violation of this Agreement and a Default of the Agreement and, subject to applicable notice and cure periods in Section 31, an Event of Default. The Developer shall obtain all necessary permits from the Metropolitan Council and other agencies before proceeding with construction of the Public Improvements. 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 is consistent with the approved Plans and 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 inspector(s) and a soil engineer inspect the work on an as-needed basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors in accordance with the Plans, and all applicable laws and City Standards. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including the City staff, to review the program for the Public Improvements. Within sixty (60) days after the completion of the Public Improvements and before the Security is released, the Developer shall supply the City with a complete set of "As-Built" plans in an AutoCAD .DWG file or a .DXF file, all prepared in accordance with the City's Engineering Guidelines. If the Developer does not provide such information, the City will produce the As-Built drawings and all costs associated with producing the As-Built drawings will be the responsibility of the Developer.

c). Before the Security for the completion of any Public Improvements is released, iron monuments must be installed in accordance with M.S. §505.021 and the Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed. Each Site Performance/Improvement Agreement shall require the same language regarding release.

d). Security may be required as part of future Site Improvement/Performance Agreements pursuant to applicable City laws, rules and regulations and Section 7 and Exhibit E of this Agreement.

10. Ownership of Public Improvements. Upon the completion of the Public Improvements constructed by Developer and written acceptance by the City Engineer, the Public Improvements lying within city easements shall become City property, except for cable TV, electrical, gas, and telephone, without further notice or action.

11. Private Improvements. The Parties agree and acknowledge that all other improvements constructed on the Property shall be considered private improvements (collectively, the "Private Improvements"). The Private Improvements will be permitted and constructed in accordance with the Site Improvement/Performance Agreement.

Notwithstanding any other provisions of this Agreement, prior to approval of any Phase, subject to the review and approval of the City Engineer of a grading permit application or a Final Grading Plan, the Developer may conduct preliminary grading, construct private roads and curbing to make the Property accessible and preliminary utility work to make the Property construction-ready. Prior to preliminary improvement and/or grading authorization, the Developer shall submit to the City grading plans, SWPPP plans, and all applicable fees. Additionally, a MPCA Construction Storm Water Permit must be issued,

and the City furnished with the SWPPP escrow. Additional rough grading may be allowed upon obtaining written authorization from the City Engineer.

12. City Infrastructure.

- a) The Parties acknowledge that the proposed development of this Property requires critical water and wastewater improvements. The City's utility staging is dependent upon reviews and approvals from the Minnesota Department of Health, Minnesota Pollution Control Agency, the Minnesota Department of Natural Resources ("DNR"), Minnesota Department of Transportation, and the Metropolitan Council, among others ("Stage Agencies"). Although the City cannot guarantee timely regulatory approvals from State Agencies, the City is committed to providing water and sewer services as development progresses.
- b) The City shall begin water and wastewater preliminary design associated with providing long-term utility service to this area by the end of the 2nd quarter of 2025 with the goal of applying for relevant permits from State Agencies by the end of the 3rd quarter of 2026. The City shall design the system based on anticipated demands provided by the Developer attached as Exhibit B.
- c) In addition to any other improvements, infrastructure or work required under this Section 12, pending state agency approvals, the City shall provide the following in order to service the Property and the anticipated demands in Exhibit B by the deadlines in Exhibit B, subject to Force Majeure Items (defined below):
 - 1) Sanitary Sewer main extension stubbed to the Property line in a mutually agreeable location, approved in writing by City and Developer.
 - 2) Water Main extension stubbed to the Property line in a mutually agreeable location, approved in writing by City and Developer.
 - 3) Sanitary Sewer Trunk Improvements located within Biscayne Avenue right-of-way adjacent to the Property.
 - 4) Water Trunk Main adjacent located in the 220th Street West, 225th Street West and Biscayne Avenue rights-of-way adjacent to Lot 1, Block 1 of the Plat.
- d) The Developer shall timely update the City in writing regarding any changes to capacity needs or delays in the Project that change the anticipated demands and/or deadlines in Exhibit B.
- e) City shall not be liable to Developer for nonperformance or delay of construction of the infrastructure required under this Section 12 by Acts of God, casualty, insurrection, strikes, war, terrorism, lockouts, pandemic, public utility interruptions, governmental order (including health orders), delayed approvals or denials of State Agencies (subject to the City's obligations under this Section 12), labor disputes, adverse weather conditions which could not reasonably be anticipated, or any causes, acts, or occurrences beyond City's control (collectively, "Force Majeure Items").

13. Permits. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include but are not limited to:

- a) Dakota County for County Road Access and Work in County Rights-of-Way
- b) MnDOT for State Highway Access and Work in State Rights-of-Way
- c) Minnesota Department of Health for Watermains
- d) MPCA NPDES Permit for Construction Activity
- e) MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
- f) MnDNR for Dewatering and well appropriation permitting
- g) City of Farmington for Building Permits
- h) MCES for Sanitary Sewer Connections
- i) City of Farmington for Retaining Walls
- j) City of Farmington for Road and Utility Work in City Rights-of-Way

14. Right-of-Way Utility Connections. The City acknowledges that Developer will require underground utility connections across the right-of-way for 225th Street West to accommodate private utilities including, but not limited to, water, sewer, fiber, and electric. The Parties agree to coordinate construction and permitting of any such utility installation to minimize the duration of road closures.

15. Grading Plan. The Site Plan for each Phase shall be graded, and drainage provided in accordance with the approved Erosion and Sediment Control Plan and Grading Plan for such Phase. The Plan shall conform to the City of Farmington Engineering Guidelines. Before the City approves the certificate of occupancy for individual buildings the Developer shall provide the City with an As-Built grading plan certified by a registered land surveyor or engineer. The As-Built plan shall include field verified elevations of the following: a) cross sections of stormwater treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas, if any; c) locations and dimensions of borrow areas/stockpiles, and installed "conservation areas"; d) posts; and e) lot corner elevations and building pads; and f) all other applicable items listed in City Code. The City will withhold issuance of a certificate of occupancy 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, as otherwise agreed to by City and Developer.

If the Developer needs to modify the grading in a manner that would significantly impact the drainage plan, the grading changes cannot take place until the City Engineer has approved the proposed changes. A MPCA Construction Storm Water Permit must be obtained before any grading can commence on the site.

16. Erosion and Sediment Control. Prior to initiating site grading for each Phase, the Erosion and Sediment Control Plan for such Phase shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion and sediment control requirements if it is determined that the methods implemented are insufficient to properly control erosion and sedimentation. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be installed in accordance with the City's current seeding specification, which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion and sedimentation. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion and sediment control plan and schedule, or supplementary instructions received from the City, or in an emergency determined at the sole discretion of the City, the City may take such action as it deems appropriate to control erosion and sedimentation immediately, without notice to the Developer. Charges for corrective actions taken by the City or their contractor, will be charged to the SWPPP compliance escrow; the Developer is responsible for maintaining a balance of \$25,000 in this escrow. This applies to all properties within the development, whether owned by the Developer. 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 the City's rights or obligations hereunder. If the Developer does not reimburse the City for any costs the City incurred for such work within forty-five (45) days, the City may draw down the Security to pay such costs. No development, utility or street construction will be allowed, and no building permits will be issued unless the Plat or applicable portion thereof is in full compliance with the applicable erosion and sediment control requirements.

17. Wetland Natural Area Signs. The Developer is responsible for installing City natural areas signs around all wetland and ponding areas, in accordance with the City's Engineering Guidelines and City detail plates. Wetland buffer line limits and natural area sign locations must be indicated on individual lot surveys prior to the issuance of a building permit for that Phase.

18. Development Fees. The Project shall be subject to the cash-in-lieu park dedication fee set forth in this Section 18 below, and the following fees that would otherwise be collected as a part of this Agreement but for the Phasing: Surface Water Quality Management Fee, Surface Water Management Fee, Watermain Trunk Area Charge, and Sanitary Sewer Trunk Area Charge (collectively, "Development Fees"), which shall be calculated for each Phase rather than included in this Agreement. Except the cash-in-lieu park dedication fee, which shall be paid prior to recording of the Plat, the Development Fees shall be paid prior to the recording of each Site Improvement/Performance Agreement. The Development Fees for each Phase shall be calculated based on the gross acreage developed in such Phase if acreage is material to the calculation. The Development Fees for the Project and, specifically, each particular Phase, shall be the fees applicable to and required for such Phase under applicable City and State of Minnesota codes, laws, rules and regulations, and specifically the

Development Fees as defined and listed in the first sentence above. In the event the City reduces any of the Development Fees prior to approval of any Phase, the lesser fee shall apply, and provided further that the City and Developer may agree to lesser Development Fees in the Site Improvement/Performance Agreement. The Developer is required to dedicate a total of 13.115 acres of land for park purposes for the entire Project, but will pay cash-in-lieu in satisfaction of the park dedication requirement. The cash-in-lieu amount will be \$569,718.62, based on the appraised value of the land.

19. Biscayne Right-of-Way Easement. The Developer shall convey by dedication the 75-foot-wide Biscayne right-of-way (“Biscayne ROW”) along the eastern property boundary of Lot 1, Block 1 pursuant to and as depicted on the Plat, to the City. Developer shall also dedicate to the City the conservation easement as depicted on the Plat pursuant to a separate easement agreement in a form and with such contents agreed to and approved by each of the City and Developer.

20. Water Storage Dedication; Substation Parcels.

- a) Concurrent with recording of the Plat, Developer shall convey by deed Lot 2, Block 1 (“Water Storage Parcel”) as depicted on the Plat by Warranty Deed to the City, free and clear of all encumbrances except for matters of record, any other exception noted in the title commitment for the applicable portion of the Property and the covenant and restriction that the Water Storage Parcel shall be used exclusively for water utility purposes. Subject to any required approvals from DNR under applicable laws, rules or regulations, Developer shall have the right to utilize water from on-site production wells for construction purposes. At the time new water mains are installed and charged, on-site wells will be decommissioned and capped per Minnesota statutes.
- b) Areas shown as “Reserved for Future Utilities” on the PUD (“Substation Parcels”) may be relocated subject to approval by the utility authority and any other permits and approvals required by the City for the construction of a substation. The City acknowledges and agrees that as set forth in the “PUD Standards – MUCI” in the PUD, a substation is an integral component of the Project that is critical to providing necessary electricity, power and utility services to the Project. The Parties acknowledge and agree that, for the avoidance of doubt, and notwithstanding that a substation is an accessory use as set forth in the PUD, a substation may be permitted, approved and constructed prior to the permitting, approval and/or construction of the Project Phase of which the substation is a part so long as the substation is not in commercial operation until Site Plan approval for such Phase.

21. Clean Up. The Developer shall, within twenty-four (24) hours, clear from the public streets any soil, earth or debris resulting from construction work by the Developer or its agents or assigns. Any soil, earth or debris resulting from construction work by the Developer or its agents or assigns on other property shall be removed weekly or more often if required by the City Engineer and managed in accordance with the approved Erosion and Sediment Control Plan. All debris, including brush, vegetation, trees and demolition materials, shall be disposed of off-site. Burning of trees and structures shall be prohibited, except for fire training only. If Developer fails to clear public streets as required in this Section and such failure is not cured within twenty-four (24) hours of written notice to Developer, the City will have the right to clean the public streets as outlined in current City policy and the Developer shall promptly reimburse the City for street cleaning costs.

22. License. The Developer hereby grants the City, its agents, employees, officers and contractors, a license to enter the Property to perform all necessary inspections deemed appropriate by the City during the installation of erosion control and grading on the Property or the installations of improvements listed in Exhibit E in connection with a Phase by the City with at least forty-eight (48) hours prior notice to Developer, if the inspection is a non-emergency. Whether or not an inspection is an emergency is determined at the sole discretion of the City. The license shall be limited to those Phases that require any such erosion control and grading and improvements listed in Exhibit E. The license shall be limited to only those portions of the Property on which such improvements listed in Exhibit E are being installed and any adjacent portions of the Property reasonably necessary for purposes of accessing the same and shall expire after the improvements listed in Exhibit E are installed pursuant to the applicable Site Improvement/Performance Agreement are accepted by the City.

23. Time of Performance. Subject to Developer Force Majeure Items (defined below), the Developer shall: (a) commence the final design and permitting of Public Improvements within 90 days of the Effective Date, and; (b) install all required Public

Improvements prior to the earlier of November 30, 2027 or the issuance of the first final grading permit with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer 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. Developer shall not be liable to City for nonperformance or delay of construction of the Public Improvements by Acts of God, casualty, insurrection, strikes, war, terrorism, lockouts, pandemic, public utility interruptions, governmental order (including health orders), approvals of any City, State or Federal agencies, bodies or authorities, labor disputes, adverse weather conditions which could not reasonably be anticipated, or any causes, acts, or occurrences beyond Developer's control (collectively, "Developer Force Majeure Items"). Under no such circumstances shall the City be prohibited from drawing down the Security in the event that the City is notified of the intent to modify or cancel the Security, unless such a modification or cancellation is agreed to by the parties.

24. Building Permits. Except where otherwise addressed under a Site Improvement/Performance Agreement, which shall set forth a phasing plan for phased construction of multiple structures in a single Phase, or as set forth in this Section 24 below, a certificate of occupancy shall not be issued prior to submittal of As-Built grading plans, public and private utility installation, curb and gutter, installation of erosion control devices, installation of permanent street signs and natural area signs, paving with a bituminous surface, retaining walls if any, site seeding, mulching, disk anchoring and submittal of a surveyor's certificate denoting all appropriate monuments have been installed in accordance with the applicable phasing plan (collectively, the "Site Work"). The Parties agree that ongoing Site Work may occur within a Phase containing multiple structures, and that nothing in this Agreement shall prohibit the issuance of a permanent or temporary certificate of occupancy for an individual structure while ongoing Site Work is occurring in the Phase, so long as the structure can be occupied safely in accordance with the Minnesota Building Code. In addition, notwithstanding anything to the contrary herein, nothing in this Agreement including, without limitation, this Section 24 shall modify, amend, limit, alter or waive the right of Developer to request and obtain, and the right of the City's Building Official to authorize and issue, a temporary certificate of occupancy under the Minnesota Building Code. Valuation for said buildings will be in conformity with the Minnesota Building Code including M.S. 326B.148.

25. Insurance. Prior to construction of the Public Improvements by Developer, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the Public Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Agreement in the categories and amounts described below. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

- \$2,000,000 Each Occurrence
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Annual Aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

Automobile Liability

- \$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
- Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

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

The Developer's and general contractor's insurance must be "Primary and Non-Contributory."

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor'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' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

- 26. Responsibility for Costs.** The Developer shall pay all actual costs incurred by it or the City in conjunction with the development of the Plat, including but not limited to, Soil and Water Conservation District charges, legal, planning, administrative, construction costs, engineering, easements, inspection and utility testing expenses incurred in connection with approval, acceptance and development of the Plat, the preparation of this Agreement, and all reasonable costs and expenses incurred by the City in monitoring and inspecting the construction for the development of the Plat (collectively, "Reimbursement Costs").

Any such Reimbursement Costs shall be paid as follows: (a) Reimbursement Costs eligible to be charged to the SWPPP compliance escrow pursuant to Section 16 above shall be paid using the SWPPP compliance escrow; (b) Reimbursement Costs described in Section 27 below shall be paid using the Contract Administration fee under Section 27; (c) and Reimbursement Costs described in Section 28 below, if eligible, shall be paid using the Construction Observation escrow under Section 28, and; (d) with respect to any other Reimbursement Costs, or any Reimbursement Costs described in the foregoing Sections 26(a), (b) or (c) which exceed or are not eligible for the amounts of the SWPPP compliance escrow, Contract Administration fee under Section 27, or the Construction Observation escrow under Section 28, as applicable shall be paid for by the Developer within forty-five (45) days after receipt; (i) if the bills are not paid on time, the City may halt all Plat development work until the bills are paid in full; (ii) bills not paid within forty-five (45) days shall accrue interest at the rate of five percent (5%) per annum, and; (iii) if the bills are not paid within sixty (60) days, the City has the right to draw from the Developer's Security to pay the bills.

- 27. Development Contract Administration.** The Developer shall pay a fee for in-house administration of this Agreement including monitoring of construction observation, consultation with the Developer and its engineer on the status of or problems regarding the Project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in Security. The fee for this service shall be three percent (3%) of estimated construction costs of the Public Improvements and paid prior to commencement of construction of the Public Improvements.

- 28. Construction Observation.** 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 all Public Improvements are consistent with the approved Plans and meets the approved City standards as a condition of City acceptance. The Developer shall pay for construction observation performed by the City's in-house staff or consultant. As needed, construction observation shall include part- or full -time inspection of the Public Improvements, including erosion and sediment control inspections and will be billed on hourly rates. Developer will provide a cash escrow for these services

in the amount of 5% of estimated construction costs of the Public Improvements prior to commencement of construction of the Public Improvements. Developer shall also provide a \$25,000 escrow for SWPPP compliance in accordance with Section 11 above and applicable City laws, rules and regulations. On or before the 10th day of each month following the initial deposit of the Construction Observation escrow and/or SWPPP compliance escrow, the City shall provide the Developer with a written description of all utilization of such escrow(s) and funds therein during the preceding month, including amounts deducted from such escrow(s), City costs such amounts were used to pay and total amount in each escrow at the beginning and at the end of such month.

- 29. Security.** To guarantee compliance with the terms of this Agreement and payment of the costs of all Public Improvements and all costs payable by Developer to the City under this Agreement and construction of all Public Improvements, prior to recording of the Plat, the Developer shall furnish the City with a cash escrow, irrevocable letter of credit, or alternative security acceptable to the City Administrator, from a bank (the "Security") for \$2,297,375. The amount of the Security is based on 125% of the estimated construction costs as shown in Exhibit C Developer and City may agree to update the Security amount based on construction bids accepted for the Public Improvements. This breakdown is for historical reference; it is not a restriction on the use of the Security.

The bank and form of the Security, shall be subject to the approval of the City Administrator. Letters of Credit shall be in the format and wording exactly as shown on the attached Letter of Credit form (Exhibit D). The Security shall be automatically renewing. The term of the Security may be extended from time to time if the extension is furnished to the City Administrator at least forty-five (45) days prior to the stated expiration date of the Security. If the required Public Improvements are not completed, or terms of the Agreement are not satisfied, at least thirty (30) days prior to the expiration of a letter of credit, the City may draw down the letter of credit. The City may draw down the Security, without prior notice, for any violation of this Agreement or Event of Default, in each event following applicable cure periods.

Upon receipt of proof satisfactory by the Developer's Engineer, an Engineer licensed in Minnesota, to the City Engineer that Public Improvements have been completed in accordance with the Construction Plans, and terms of this Agreement, that all payments, costs, fees, charges, expenses or other amounts for such completed Public Improvements and any work in connection with the same have been paid in full, and that all outstanding financial obligations to the City, subcontractors, or other persons have been satisfied, the City Engineer may approve reductions in the Security provided by the Developer under this paragraph from time to time by ninety percent (90%) of the cost of such Public Improvements that have been completed. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until all Public Improvements have been completed, the required As-Built plans have been received by the City, a warranty security is provided, and the Public Improvements are accepted by the City Council.

If there is an Event of a Default under this Agreement with respect to the completion of any Public Improvements or any cost reimbursements, the City may notify the Developer in writing of such breach. If the Developer fails to cure the breach within 30 days of receipt of the City's written notice, the City may draw upon the Security in such amount as is equal to the City's actual costs incurred as a result of such Event of Default. Drawing upon the Security shall not constitute a waiver of the City's rights to enforce this Agreement or seek alternative remedies.

- 30. Warranty.** The Developer and the Developer's Engineer represent and warrant to the City that the design for the Public Improvements will meet all laws, City standards, Engineering Guidelines, and Ordinances. The Developer warrants all Public Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship.

The warranty period for the Public Improvements is one year. The warranty period for the Public Improvements shall commence upon final acceptance of the Public Improvements by the City Council and expire one year thereafter. It is the responsibility of the Developer to complete all Public Improvements as set forth in this Agreement.

All trees shall be warranted to be alive, of good quality, and disease free for 12 months after the security for the trees is released, if applicable and required under, and pursuant to, the Site Improvement/Performance Agreement for such Phase, which, if applicable and required, shall require that any replacements shall be warranted for 12 months from the time of planting.

The Developer shall post maintenance bonds in the amount of fifteen percent (15%) of the final certified construction cost of the Public Improvements as agreed to in writing by the City and Developer, or other surety acceptable to the City to secure the warranties. The City shall retain ten percent (10%) of the Security posted by the Developer until the bonds or other acceptable surety are furnished to the City or until the warranty period has been completed, whichever first occurs. The retainage may be used to pay for warranty work. The City's Engineering Guidelines identify the procedures for final acceptance of the Public Improvements.

31. Developer's Default.

- a) Each of the following is an "Event of Default" under this Agreement:
- 1) Failure by the Developer to timely furnish any Security, or pay to the City any monetary costs or amounts, required to be furnished or paid, as applicable, by Developer under this Agreement
 - 2) Failure by the Developer to observe or substantially perform any other covenant, condition, obligation, or agreement to be observed or performed by it under the terms of this Agreement which is not cured within thirty (30) days after Developer's receipt of written notice thereof from the City, provided that, if such breach cannot reasonably be cured within such thirty (30) day period, then such cure period shall be extended if and for so long as is reasonably necessary to cure such breach and Developer is taking reasonable, diligent actions to complete such cure, not to exceed ninety (90) days.
 - 3) If the Developer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of the Property or files a petition under the federal bankruptcy laws or is adjudicated a debtor in an involuntary proceeding and such appointment is not revoked, or such petition is not withdrawn, respectively, within sixty (60) days.
- b) In the Event of Default by the Developer with respect to Developer's obligation to complete any of the Public Improvements to be performed by it hereunder, the City may provide written notice of the Event of Default to the Developer. If the Developer fails to cure the Event of Default within thirty (30) days of receipt of such written notice, the City may, at its option, perform the work and the City may draw upon the Security to reimburse the City for any expense incurred by the City, if such Security is not sufficient to reimburse the City's actual costs incurred in connection with such work, then Developer shall reimburse the City for such costs within forty-five (45) days after receipt of a written invoice of the work. If the City does any such work, the City may, in addition to its other remedies, assess any such costs in whole or in part against the Property, if and as permitted under Minnesota Statutes.

32. Miscellaneous.

- a) For the purpose of this Agreement, the obligations of the Developer shall run with the land and be binding upon its heirs, successors or permitted assigns, as the case may be.
- 1) The Developer may not assign this Agreement without the written permission of the City Administrator, which approval shall not be unreasonably withheld or delayed. To request an assignment the Developer must: provide the City Administrator with written notice of such assignment that includes: (i) the name of the Assignee; (ii) a legal description of the portion of the Property being acquired, ground leased and/or developed by the Assignee, and (iii) the form of the written assignment and assumption agreement to be entered into by Developer, the City, and Assignee and (iv) assurances requested by the City Administrator to demonstrate the assignee's ability to satisfy the obligations and responsibilities being assumed by such assignee such that City's rights and interests under this Agreement are not adversely affected, (iv) proof that all escrows, Certificates of Insurance, and Security cover the Affiliate as if it was the original Developer named above, if applicable and; (v) such consent from the City Administrator shall be limited to City Administrator's reasonable determination that the information provided complies with this Section, and also may be withheld if Developer fails to comply with this Section. 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, until the City's issuance of a Certificate of Completion and Release.
 - 2) Notwithstanding the foregoing, Developer may assign this Agreement, to any Affiliate (defined below), without any consent from the City including, without limitation, City Council or the City Administrator, provided that, no

later than ten (10) business days prior to any such assignment, Developer shall provide the City written notice of such assignment, which shall include (i) the name of the Affiliate, (ii) a legal description of the portion of the Property being acquired, ground leased and/or developed by Affiliate, if and as applicable, and (iii) the form of the written assignment and assumption agreement to be entered into by Developer and Affiliate, and (iv) proof that all escrows, Certificates of Insurance, and Security cover the Affiliate as if it was the original Developer named above. Promptly after any such assignment to an Affiliate, Developer shall provide the City written notice which includes an executed copy of the assignment and assumption agreement. "Affiliate" means any person or entity that is, directly or indirectly, controlled by, controlling or under common control with Developer, and "controlled", "controlling" or "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management of the subject entity.

- b) This Agreement constitutes the entire agreement of the Parties as to the matters set forth herein and supersedes and replaces any prior or contemporaneous written or oral agreements. This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.
- c) Third parties shall have no recourse against either Party under this Agreement.
- d) An Event of Default under this Agreement by the Developer shall be grounds for denial of building permits applied for by such Developer.
- e) If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- f) Each right, power or remedy herein conferred upon any Party is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such Party 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 such Party and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. In no event shall either Party be liable for any special, exemplary, punitive, or consequential damages.
- g) The action or inaction of either Party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. A Party's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- h) Compliance with Laws and Regulations. The Developer shall ensure that the Developer's use, construction and development of the Plat complies with all applicable 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 such use, construction and/or development of the Plat does not so comply, and such non-compliance is not cured within the applicable notice and cure period pursuant to Section 30 above and constitutes an Event of Default, then the City may, at its option, refuse to allow any construction or development work in the applicable portion of the Plat until the Developer does comply. After such an Event of Default, upon the City's demand, the Developer shall cease work until there is compliance.
- i) This Agreement shall run with the land and shall be recorded against the title to the Property concurrent with the Plat and prior to any building permit issuance. The Developer covenants with the City that the Developer is the owner of fee simple title to the Property, subject only to taxes, assessments, matters of record, a farm lease, and any other exception noted in the title commitments for the Property, and that the Developer will indemnify and hold the City harmless for any breach of the of the foregoing covenants. Upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the Public Improvements required herein, payment of all costs and fees required hereunder with respect to the Public Improvements and compliance with all terms of the Agreement with respect to the Public Improvements. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided that a final certificate of occupancy for the last Phase has been issued and there are no outstanding obligations of Developer under

the terms of this Agreement. The Developer covenants with the City, its successors and assigns, that the Developer is the owner in fee title of the property being final platted and no consents from any tenants of the Property are required to enter into this Agreement; that there are no unrecorded interests in the property being final platted except for taxes and assessments, a farm lease and any survey exceptions or matters noted in the title commitments for the Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

j) The Developer will be required to conduct all major activities construction activities during the following hours of operation:

Monday - Friday	7:00 A.M. until 7:00 P.M.
Saturday	8:00 A.M. until 5:00 P.M.
Sunday and Holidays	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering, etc. Any deviations from the above hours are subject to approval of the City Engineer. Violations of the working hours will result in a \$500 fine per occurrence.

k) The Developer shall be responsible for the control of weeds in excess of twelve inches (12") on vacant lots or boulevards within their development as per City Code 6-7-1. Failure to control weeds and to cure such failure after applicable notice and cure periods will be considered an Event of Default as outlined in Paragraph 31 (Developer's Default) of this Agreement and the Developer will reimburse the City for any costs incurred by the City in correcting such failure pursuant to Paragraph 26 (Responsibility for Costs).

l) The City agrees at any time, and from time to time, within ten (10) days after receipt of written request by the Developer, a lender or a party purchasing any portion of the Property, to execute, acknowledge and deliver a certification in writing and in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments certifying: (a) that this Agreement is unmodified and in full force and effect, or if there have been modifications, the identify of such modifications and that the same are in full force and effect as modified; (b) that no party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default; (c) that all Improvements to be performed under this Agreement have been performed, specifying the Improvements to be performed; and (d) as to any other matter that the requesting party shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest. Any such statement on behalf of the City may be executed by the City Administrator without City Council approval.

m) Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence, default, its performance or failure to perform its obligations or an Event of Default under this Agreement. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Agreement.

33. Notices. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified or registered mail at the following addresses. However, any Party may change its contact information for the purpose of this notice paragraph by giving written notice of the change to the other Party as provided above in this paragraph:

MNLCO Farmington, LLC
MNLCO Farmington Two, LLC
Attn: Kate Siegel
3300 E. 1St Avenue, Suite 600
Denver CO 80206

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail or registered mail in care of the City Administrator at the following address:

**Lynn Gorski, City Administrator
City of Farmington
430 Third Street
Farmington, MN 5502**

**SIGNATURE PAGE
FOR THE CITY**

**CITY:
CITY OF FARMINGTON**

By: _____
Joshua Hoyt, Mayor

By: _____
Lynn Gorski, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by **Joshua Hoyt**, Mayor, and by **Lynn Gorski**, City Administrator, of the **City of Farmington**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

**SIGNATURE PAGE
FOR THE DEVELOPER**

**DEVELOPER:
MNLCO Farmington Two, LLC,
a Delaware limited liability company)**

By: _____

Name: Jessica Bennett
Its: Chief Legal Office

STATE OF COLORADO)
(ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Jessica Bennett, the
Chief Legal Officer of MNLCO Farmington Two, LLC, a Delaware limited liability company, on its behalf.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Block 1 and Lot 2, Block 1, as shown on the Final Plat for Farmington Technology Park

**EXHIBIT B
WATER / WASTEWATER DEMANDS & DEADLINES**

Initial Capacity Requests by December 31, 2027:

- Water Peak Daily Flow - 0.49 MGD
- Sanitary Peak Daily Flow - 0.39 MGD

Full Buildout Capacity Requests by December 31, 2032:

- Water Peak Daily Flow - 2.93 MGD
- Sanitary Peak Daily Flow - 2.34 MGD



**EXHIBIT C
ESTIMATED CONSTRUCTION COSTS OF PUBLIC IMPROVEMENTS**

EXHIBIT C - ESTIMATED CONSTRUCTION COSTS OF PUBLIC IMPROVEMENTS									
						220TH STREET		CHIPPENDALE AVE	
						ROADWAY		ROADWAY	
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT COST	TOTAL COST	ESTIMATED QUANTITY	COST	ESTIMATED QUANTITY	COST
2021.501	MOBILIZATION	LUMP SUM	1	\$ 150,000.00	\$ 150,000.00	0.5	\$ 75,000.00	0.5	\$ 75,000.00
2101.502	CLEARING	Acre	4.5	\$ 5,000.00	\$ 22,500.00	3	\$ 15,000.00	1.5	\$ 7,500.00
2101.503	GRUBBING	Acre	4.5	\$ 7,500.00	\$ 33,750.00	3	\$ 22,500.00	1.5	\$ 11,250.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	4500	\$ 2.00	\$ 9,000.00	2200	\$ 4,400.00	2300	\$ 4,600.00
2102.504	RELOCATE POWER POLE	EACH	10	\$ 10,000.00	\$ 100,000.00	7	\$ 70,000.00	3	\$ 30,000.00
2102.507	SALVAGE SIGN TYPE C	EACH	14	\$ 150.00	\$ 2,100.00	4	\$ 600.00	10	\$ 1,500.00
2102.508	Remove Driveway Culvert	EACH	8	\$ 500.00	\$ 4,000.00	1	\$ 500.00	7	\$ 3,500.00
2102.509	Salvage Mailbox	EACH	4	\$ 150.00	\$ 600.00			4	\$ 600.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	4700	\$ 5.00	\$ 23,500.00	2200	\$ 11,000.00	2500	\$ 12,500.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	4850	\$ 4.50	\$ 21,825.00	1850	\$ 8,325.00	3000	\$ 13,500.00
2106.507	EXCAVATION - COMMON (P)	CU YD	6487.5	\$ 10.00	\$ 64,875.00	2962.5	\$ 29,625.00	3525	\$ 35,250.00
2106.508	COMMON EMBANKMENT (CV) (P)	CU YD	12975	\$ 15.00	\$ 194,625.00	5925	\$ 88,875.00	7050	\$ 105,750.00
2211.507	GRANULAR BEDDING Subgrade MnDOT 3149	CU YD	4325	\$ 25.00	\$ 108,125.00	1975	\$ 49,375.00	2350	\$ 58,750.00
2211.508	AGGREGATE BASE (CV) CLASS 5 (P) Base MnDOT 3138	CU YD	4325	\$ 30.00	\$ 129,750.00	1975	\$ 59,250.00	2350	\$ 70,500.00
2211.509	AGGREGATE SURFACING (CV) CLASS 5	CU YD	290	\$ 40.00	\$ 11,600.00	215	\$ 8,600.00	75	\$ 3,000.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3:C)	SY	8650	\$ 65.00	\$ 562,250.00	3950	\$ 256,750.00	4700	\$ 305,500.00
2360.510	TYPE SP 9.5 WEARING COURSE MIX (4:F)	TON							
2360.511	TYPE SP 12.5 NON WEAR COURSE MIX (3:C)	SY	8650		w/ Wear Course	3950	w/ Wear Course	4700	w/ Wear Course
2501.502	18" RC PIPE APRON	EACH	14	\$ 350.00	\$ 4,900.00			14	\$ 4,900.00
2501.503	24" RC PIPE APRON	EACH	2	\$ 400.00	\$ 800.00	2	\$ 800.00		
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	300	\$ 100.00	\$ 30,000.00			300	\$ 30,000.00
2503.504	24" RC PIPE SEWER DES 3006 CL III	LIN FT	100	\$ 125.00	\$ 12,500.00	100	\$ 12,500.00		
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM							
2563.602	TRAFFIC CONTROL	LUMP SUM	2	\$ 25,000.00	\$ 50,000.00	1	\$ 25,000.00	1	\$ 25,000.00
2563.603	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	6	\$ 7,500.00	\$ 45,000.00	2	\$ 15,000.00	4	\$ 30,000.00
2563.604	INSTALL SIGN	EACH	14	\$ 250.00	\$ 3,500.00	4	\$ 1,000.00	10	\$ 2,500.00
2573.501	Reinstall Mailbox	EACH	4	\$ 250.00	\$ 1,000.00			4	\$ 1,000.00
2573.502	CULVERT END CONTROLS	EACH	16	\$ 250.00	\$ 4,000.00	2	\$ 500.00	14	\$ 3,500.00
2573.503	SILT FENCE: TYPE MS	LIN FT	8800	\$ 5.00	\$ 44,000.00	4400	\$ 22,000.00	4400	\$ 22,000.00
2574.507	BOULEVARD TOPSOIL BORROW	CU YD	370	\$ 35.00	\$ 12,950.00	185	\$ 6,475.00	185	\$ 6,475.00
2575.505	SEEDING	ACRE	1.1	\$ 6,500.00	\$ 7,150.00	0.6	\$ 3,900.00	0.5	\$ 3,250.00
2575.506	SEED MIXTURE 35-221	POUND	55			30	W/ Seeding	25	W/ Seeding
2582.503	4" SOLID LINE MULTI COMP	LIN FT	12550	\$ 8.00	\$ 100,400.00	6260	\$ 50,080.00	6290	\$ 50,320.00
2582.504	4" BROKEN LINE MULTI COMP	LIN FT	10400	\$ 8.00	\$ 83,200.00	5200	\$ 41,600.00	5200	\$ 41,600.00
	Totals				\$ 1,837,900.00		\$ 878,655.00		\$ 959,245.00

EXHIBIT D
IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Farmington
430 Third Street
Farmington, MN 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 _____, 20____, of _____ (Name of Bank)";
- b) Be signed by the City Administrator or Finance Director of the City of Farmington.
- 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 ninety (90) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Farmington City 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 sixty (60) days prior to the next annual renewal date addressed as follows: Farmington City Administrator, 430 Third Street, Farmington, MN 55024, and is actually received by the City 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.

[NAME OF BANK]

By: _____ [name]
Its: _____ [identify official]

EXHIBIT E

SITE IMPROVEMENT/PERFORMANCE AGREEMENT TERMS

The following terms and provisions shall be included in a Site Improvement/Performance Agreement. In no event shall any Site Improvement/Performance Agreement include a more onerous term than one that is already in this Agreement unless approved by Developer in writing, not to be unreasonably withheld, conditioned or delayed:

1. Section 5, 8, 9(a) and 9(b) (revised pursuant to Section 2 of this Exhibit E below), 12 (as it relates to water and wastewater capacity, improvements and infrastructure with respect to the particular Phase), 13, 15, 16, 17 (if there are wetlands, ponding or other applicable natural areas in applicable Phase), the second sentence of 20(a), 21, 22, 24, and 25.
2. Improvement work which Developer shall be required to install, pay for and complete shall be limited to the following, if required for a particular Phase, provided that, unless otherwise elected and agreed to by Developer, neither such work nor any Site Improvement/Performance Agreement shall include any Public Improvements and/or any obligations regarding the same:
 - a. Sanitary Sewer System (trunk and lateral)
 - b. Water System (trunk and lateral)
 - c. Storm Sewer System
 - d. Streets
 - e. Concrete Curb and Gutter
 - f. Street Lights
 - g. Erosion and Sediment Control, Site Grading and Stormwater Treatment
 - h. Underground Utilities
 - i. Setting Iron Monuments
 - j. Surveying and Staking
 - k. Sidewalks and Trails
 - l. Landscaping and Screening
3. If the Phase will include utility connections across 225th Street West, Section 14.
4. The Development Fees applicable to such Phase pursuant to Section 18.
5. If required for the particular Phase, Sections 26, 27 and/or 28, limited to Reimbursement Costs and other fees, costs and escrows described therein for and applicable to the particular Phase
6. If security is required for any of the improvements under Section 2 of this Exhibit E above pursuant to applicable City laws, rules and regulations, Section 29 and/or, if applicable, Section 9(C), provided that (i) for the avoidance of doubt, the security shall be to guarantee compliance with the terms of the Site Improvement/Performance Agreement with respect to payment and construction of the improvements required under Section 2 of this Exhibit E above, and (ii) Developer may elect to submit a separate financial guarantee for any such required landscaping improvements, if any, pursuant to City Code Section 10-6-23(l)(3)(e), and/or for the release, inspection and completion requirements in City Code Section 10-6-23(l)(3)(f) and (g), to apply in lieu of the applicable respective requirements in the Agreement

7. If applicable and required under the applicable City Code and/or City rules and regulations provisions, the warranty, warranty period, trees warranty and/or maintenance bonds requirements in Section 30, if applicable and required.
8. All other Site Improvement/Performance Agreement topics not covered in the Development Agreement, if and as agreed to by City and Developer.

**CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2024-111

**APPROVING DEVELOPMENT CONTRACT
FARMINGTON TECHNOLOGY PARK**

WHEREAS, pursuant to Resolution 2024-99, the City Council approved the Preliminary Plat of Farmington Technology Park; and

WHEREAS, pursuant to Resolution 2024-109, the City Council approved the Final Plat of Farmington Technology Park subject to the following condition:

1. A Development Contract between the Developer and City of Farmington shall be executed and security and fees paid. Submission of all other documents required under the Development Contract shall be required.

NOW, THEREFORE, BE IT RESOLVED, that Farmington Mayor and City Council hereby:

1. Approve the Development Contract in substantially the form submitted.
2. The Mayor and City Clerk are hereby authorized and directed to execute the Development Contract on behalf of the Council.
3. Staff is permitted to execute other relevant documents to effectuate this approval.

Adopted by the City Council of the City of Farmington, Minnesota, this 2nd day of December 2024.

ATTEST:

Joshua Hoyt, Mayor

Shirley R Buecksler, City Clerk