



CITY COUNCIL MEETING AGENDA

City of New Prague

Monday, July 06, 2026 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

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1. CALL TO ORDER

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

3. CONSENT AGENDA

The following agenda items are considered to be non-controversial and routine in nature. They will be handled with one motion of the City Council. Council members may request that specific items be removed from the Consent Agenda and be acted upon separately.

- a. Meeting Minutes
 - i. June 15, 2026 City Council Meeting Minutes
- b. Claims for Payment: **\$748,297.79**
- c. Temporary On-Sale Liquor License - Church of St. Wenceslaus
- d. Lights On! MN - Participation Agreement

4. GOVERNMENT AGENCY UPDATES

5. PUBLIC FORUM

The public forum is intended to afford the public an opportunity to address comments, questions and concerns with the City Council. Each presenter will have no more than five (5) minutes to speak.

6. PUBLIC HEARING(S) – 6:00 PM

- a. Ordinance for Adoption: #363 - Vacation of Public ROW in the Plat of New Prague Outlots

7. CITY ENGINEER PROJECTS UPDATE

- a. July 6, 2026

8. CITY ENGINEER PROJECTS UPDATE

- a. Approval of Materials Testing

9. ORDINANCE(S) FOR INTRODUCTION

- a. #364 - Yard Waste Site
- b. #365 - Amending Various Sections of the Unified Development Code

10. ORDINANCE(S) FOR ADOPTION

- a. None

11. RESOLUTIONS

- a. [#CC-26-07-06-01](#) - Cannabis Cultivation Facility at 100 2nd Ave. SW

12. GENERAL BUSINESS

- a. POPS Programming Agreement
- b. Future City Hall Architect Proposal Recommendation
- c. Cooperative Agreement - CH 15 Overlay Project
- d. 2027 Audit Proposal

13. MISCELLANEOUS

- a. Population Estimate Update Memo
- b. June Aquatics Center Reports
- c. Meeting Minutes
 - i. May 26, 2026 Utilities Commission Meeting Minutes
 - ii. May 27, 2026 Planning Commission Meeting Minutes
- d. Discussion of Items not on the Agenda

14. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

July 8	7:30 a.m. EDA Board
July 14	6:00 p.m. Park Board
July 20	6:00 p.m. City Council
July 22	6:30 p.m. Planning Commission
July 27	3:30 p.m. Utilities Commission
July 28	6:30 p.m. Golf Board

CITY COUNCIL MEETING MINUTES



City of New Prague

Monday, June 15, 2026 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

PRESENT

Mayor Charles Nickolay

Councilmember Shawn Ryan

Councilmember Maggie Bass

Councilmember Rik Seiler

Councilmember Bruce Wolf

Staff Present: Community Development Director Ken Ondich, Finance Director Robin Pikal and Police Chief Tim Applen

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

Motion to approve the regular agenda.

Motion made by Councilmember Seiler, Seconded by Councilmember Wolf.

Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (5-0)

3. CONSENT AGENDA

Motion to approve the consent agenda after removing item D. Cooperative Agreement for the CH 15 Overlay Project.

Motion made by Councilmember Ryan, Seconded by Mayor Nickolay.

Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (5-0)

- a. Meeting Minutes
 - i. June 1, 2026 City Council Meeting Minutes
 - ii. June 8, 2026 Special City Council Meeting Minutes
- b. Claims for Payment: **\$152,271.32**
- c. Financial Summary Report
- d. Cooperative Agreement - CH 15 Overlay Project
- e. Resolution #CC-26-06-15-01 - Appointing Election Judges for the Primary Election
- f. Resolution #CC-26-06-15-02 - Appointing Election Judges for the General Election
- g. Resolution #CC-26-06-15-03 - Establishing an Absentee Ballot Board

4. GOVERNMENT AGENCY UPDATES

No updates.

5. PUBLIC FORUM

Laura Whipple (301 Heritage Trail NE) spoke.

6. PUBLIC HEARING(S) – 6:00 PM

- a. TIF District 9-1
Rebecca Kurtz with Ehlers helped answer any questions about the TIF District 9-1.
Motion to open the public hearing.
Motion made by Mayor Nickolay, Seconded by Councilmember Ryan.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)
Brian Paulson (206 4th St. SW) spoke.
Motion to close the public hearing.
Motion made by Mayor Nickolay, Seconded by Councilmember Ryan.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

7. CITY ENGINEER PROJECTS UPDATE

No update.

8. 2026 STREET IMPROVEMENT PROJECT

Rebecca Kurtz with Ehlers presented and answered questions regarding the bonding information for the 2026 Street Project. Finance Director Robin Pikal helped answer any questions.

- a. Resolution #CC-26-06-15-04 - Declaring the Official Intent of City of New Prague to Reimburse Certain Expenditures
Motion to approve Resolution #CC-26-06-15-04 - Declaring the Official Intent of City of New Prague to Reimburse Certain Expenditures
Motion made by Mayor Nickolay, Seconded by Councilmember Seiler.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)
- b. Pre-Sale Report
- c. Resolution #CC-26-06-15-05 - Providing Issuance and Sale of General Obligation Bonds, Series 2026B
Motion to approve Resolution #CC-26-06-15-05 - Providing Issuance and Sale of General Obligation Bonds, Series 2026B
Motion made by Councilmember Seiler, Seconded by Mayor Nickolay.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

9. ORDINANCE(S) FOR INTRODUCTION

- a. Resolution #CC-26-06-15-06 - Setting a Public Hearing Date to Vacate Certain Right of Ways in the Plat of the New Prague Outlots
Motion to approve Resolution #CC-26-06-15-06 - Setting a Public Hearing Date to Vacate Certain Right of Ways in the Plat of the New Prague Outlots
Motion made by Councilmember Wolf, Seconded by Councilmember Seiler.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

- b. #363 - Vacation of Public ROW in the Plat of New Prague Outlots as Proposed by Pat Sullivan
 Motion to approve the first reading and introduction of Ordinance #363 - Vacation of Public ROW in the Plat of New Prague Outlots as Proposed by Pat Sullivan
 Motion made by Mayor Nickolay, Seconded by Councilmember Wolf.
 Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0)

10. ORDINANCE(S) FOR ADOPTION

- a. None

11. RESOLUTIONS

- a. #CC-26-06-15-07 - Releasing the Commitment of General Fund Balance Previously Committed
 Finance Director Robin Pikal introduced the resolution
 Motion to approve Resolution #CC-26-06-15-07 - Releasing the Commitment of General Fund Balance Previously Committed
 Motion made by Councilmember Bass, Seconded by Councilmember Ryan.
 Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0)

12. GENERAL BUSINESS

- a. Employee Benefits Consultant
 Finance Director Robin Pikal presented the Employee Benefits Consultant recommendation.
 Motion to approve the appointment of USI as the Employee Benefits Consultant.
 Motion made by Councilmember Wolf, Seconded by Councilmember Seiler.
 Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0)

13. MISCELLANEOUS

- a. Update on Park Naming Process for "City Center"
- b. North Memorial Ambulance 1st Quarter Update
- c. Discussion of Items not on the Agenda
- d. Meeting Minutes
 - i. May 12, 2026 Park Board Meeting Minutes
 - ii. May 13, 2026 EDA Board Meeting Minutes

14. ADJOURNMENT

Motion to adjourn the meeting at 7:03 p.m.
 Motion made by Mayor Nickolay, Seconded by Councilmember Seiler.
 Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0)

ATTEST:

Charles L. Nickolay
 Mayor

Joshua M. Tetzlaff
 City Administrator

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 07/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
CEDAR BROOK GARDEN CENTER	FLOWERS - RURAL FIRE	\$ 165.00	
MED COMPASS	FIT TEST / PHYSICAL	\$ 3,490.00	
MES SERVICE COMPANY LLC	SUPPLIES	\$ 447.50	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$ 539.54	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$ 18.90	
US BANK CREDIT CARD	TOILET PAPER	\$ 34.94	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 551.42	
TOTAL:			\$5,247.30
<u>OTHER - TO BE REIMBURSED</u>			
AMAZON CAPITAL SERVICES	RETURNED SUPPLIES	\$ 16.99	
EHLERS	CVF RACING TIF ANALYSIS	\$ 200.00	
SEH	ALTON AVE - SCOTT CO. PORTION	\$ 6,975.22	
THE TESSMAN COMPANY	MOUND CLAY - NP BASEBALL ASSOC	\$ 1,817.60	
TOTAL:			\$9,009.81
<u>COUNCIL</u>			
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$ 274.98	
VERIZON WIRELESS	TELEPHONE	\$ 76.80	
TOTAL:			\$351.78
<u>ADMINISTRATION</u>			
ABDO	OSA REPORTING FORM	\$ 481.09	
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$ 4.00	
AMERICAN MAILING MACHINES	POSTAGE SUPPLIES	\$ 53.70	
BOLTON & MENK INC.	SMALL CITIES DEV. PROGRAM	\$ 200.00	
US BANK CREDIT CARD	PLANNING CONFERENCE	\$ 450.00	
US BANK CREDIT CARD	WEB SERVICE BILLING	\$ 0.61	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$ 293.47	
VERIZON WIRELESS	TELEPHONE	\$ 49.92	
TOTAL:			\$1,532.79
<u>TECH NETWORK</u>			
CASELLE LLC	SEMI-ANNUAL SUPPORT FEES	\$ 21.73	
TOTAL:			\$21.73
<u>ELECTIONS</u>			
AMAZON CAPITAL SERVICES	BARCODE SCANNER	\$ 27.99	
AMAZON CAPITAL SERVICES	BARCODE SCANNER	\$ (28.48)	
TOTAL:			-\$0.49
<u>PLANNING</u>			
AMERICAN MAILING MACHINES	POSTAGE SUPPLIES	\$ 40.75	
US BANK CREDIT CARD	GOTO MEETING	\$ 20.60	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$ 27.18	
VERIZON WIRELESS	TELEPHONE	\$ 76.80	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 15.22	
TOTAL:			\$180.55
<u>GOVERNMENT BUILDING</u>			
NEW PRAGUE UTILITIES	GOVT BUILDING - WATER/SEWER	\$ 342.15	
NEW PRAGUE UTILITIES	GOVT BUILDING -ELECTRIC	\$ 1,327.70	
US BANK CREDIT CARD	DOOR LOCKS	\$ 179.23	
TOTAL:			\$1,849.08

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 07/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>POLICE</u>			
AMAZON CAPITAL SERVICES	RETURNED SUPPLIES	\$ (16.99)	
AMAZON CAPITAL SERVICES	SUPPLIES	\$ 9.18	
AMERICAN MAILING MACHINES	POSTAGE SUPPLIES	\$ 9.12	
CORY SCHMITZ	MEAL REIMBURSEMENT	\$ 29.21	
HAS LLC dba DEHMER CENTRAL FIRE PRO	FIRE EXTINGUISHER RECHARGE	\$ 74.00	
NEW PRAGUE UTILITIES	POLICE FLOCK	\$ 41.74	
OFFICE OF MN IT SERVICES	LANGUAGE LINE	\$ 10.50	
STREICHER'S	SWAT - ORRIE	\$ 1,217.46	
STREICHER'S	UNIFORM - GIESEKE	\$ 304.98	
US BANK CREDIT CARD	BUSINESS CARDS	\$ 258.22	
US BANK CREDIT CARD	EMBROIDERY	\$ 32.21	
US BANK CREDIT CARD	POST LICENSE - JACKSON	\$ 91.94	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$ 279.14	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 1,855.38	
TOTAL:			\$4,196.09
<u>FIRE</u>			
CEDAR BROOK GARDEN CENTER	FLOWERS - FIRE STATION	\$ 165.00	
MED COMPASS	FIT TEST / PHYSICAL	\$ 3,490.00	
MES SERVICE COMPANY LLC	SUPPLIES	\$ 447.50	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$ 447.68	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$ 91.87	
US BANK CREDIT CARD	TOILET PAPER	\$ 34.94	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 327.04	
TOTAL:			\$5,004.03
<u>BUILDING INSPECTOR</u>			
AMERICAN MAILING MACHINES	POSTAGE SUPPLIES	\$ 1.09	
VERIZON WIRELESS	TELEPHONE	\$ 76.80	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 95.32	
TOTAL:			\$173.21
<u>GENERAL FUND - AMBULANCE</u>			
ABDO	OSA REPORTING FORM	\$ 2.12	
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$ 447.68	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$ 50.06	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$ 9.60	
TOTAL:			\$509.46
<u>ANIMAL CONTROL</u>			
MINNESOTA CRITTER GETTER	ANIMAL CONTROL - QTR 3	\$ 4,200.00	
TOTAL:			\$4,200.00
<u>STREET</u>			
HAWK ALARM SYSTEMS INC	FIRE ALARM MONITORING - STREETS	\$ 15.00	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$ 228.69	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$ 229.35	
US BANK EQUIPMENT FINANCE	COPIER LEASE - STREETS	\$ 75.00	
VERIZON WIRELESS	TELEPHONE	\$ 79.24	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 847.22	
TOTAL:			\$1,474.50
<u>STREET LIGHTS</u>			
NEW PRAGUE UTILITIES	STREETLIGHTS	\$ 4,070.24	
TOTAL:			\$4,070.24

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 07/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>PARKS</u>			
ALL AMERICAN PRESSURE WASHER	NOZZLE	\$ 84.00	
CEDAR BROOK GARDEN CENTER	CENTRAL PLAZA FLOWERS	\$ 1,195.00	
CEDAR BROOK GARDEN CENTER	FLOWERS - CITY HALL	\$ 165.00	
CEDAR BROOK GARDEN CENTER	FLOWERS - VETERANS MEMORIAL	\$ 110.00	
EARL F. ANDERSEN	DISC GOLF GRANT - SIGNS	\$ 55.00	
GLACIAL RIDGE GROWERS INC	FLOWERS	\$ 469.40	
HERITAGE LANDSCAPE SUPPLY GROUP	STUMP HERBICIDE	\$ 289.35	
HERMAN'S LANDSCAPE SUPPLIES	MULCH	\$ 1,152.00	
HERMAN'S LANDSCAPE SUPPLIES	ROCK - MEMORIAL PARK SIGN	\$ 517.50	
MIDWEST PLAYSAPES INC	PARTS - PARK EQUIPMENT	\$ 26.00	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$ 1,335.23	
NEW PRAGUE UTILITIES	PARKS -ELECTRIC	\$ 862.05	
RENT N SAVE PORTABLE SERVICES	PORTABLE RESTROOMS	\$ 155.00	
RES GREAT LAKES	SETTLERS PARK PRAIRIE	\$ 9,335.59	
SHERWIN-WILLIAMS CO	PAINT - BALLFIELD	\$ 661.30	
THE TESSMAN COMPANY	FUTERRA - NETTED	\$ 1,863.52	
US BANK CREDIT CARD	FILTER / POLY FENCE CAP	\$ 1,073.26	
US BANK CREDIT CARD	HITCH	\$ 199.26	
VERIZON WIRELESS	IPADS	\$ 10.02	
VERIZON WIRELESS	TELEPHONE	\$ 84.48	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 564.86	
TOTAL:			<u><u>\$20,207.82</u></u>
<u>LIBRARY</u>			
HERMAN'S LANDSCAPE SUPPLIES	MULCH	\$ 192.00	
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$ 83.88	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$ 845.83	
TOTAL:			<u><u>\$1,121.71</u></u>
<u>UNALLOCATED</u>			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$ 346.50	
TOTAL:			<u><u>\$346.50</u></u>
GENERAL FUND TOTAL:			<u><u>\$59,496.11</u></u>
<u>FUND 311 - DEBT SERVICE - CIP 2011</u>			
COMPUTERSHARE TRUST COMPANY	2011 BOND INTEREST	\$ 492.90	
TOTAL:			<u><u>\$492.90</u></u>
<u>FUND 316 - DEBT SERVICE - CIP 2014</u>			
COMPUTERSHARE TRUST COMPANY	2014 BOND INTEREST	\$ 5,175.00	
TOTAL:			<u><u>\$5,175.00</u></u>
<u>FUND 319 - DEBT SERVICE - CIP 2019</u>			
US BANK	2019A INTEREST PAYMENT	\$ 19,275.00	
TOTAL:			<u><u>\$19,275.00</u></u>
<u>FUND 320 - DEBT SERVICE - 2020A REFUNDING</u>			
US BANK	2020 BOND PAYMENT	\$ 7,850.64	
TOTAL:			<u><u>\$7,850.64</u></u>
<u>FUND 321 - DEBT SERVICE - CIP 2020-2021</u>			
ZIONS BANK	2021A BOND PAYMENT	\$ 20,083.75	
ZIONS BANK	PAYING AGENT FEE 2021A	\$ 300.00	
TOTAL:			<u><u>\$20,383.75</u></u>

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 07/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>FUND 322 - DEBT SERVICE - CIP 2022</u>			
ZIONS BANK	2022A BOND INTEREST	\$ 3,875.00	
ZIONS BANK	PAYING AGENT FEE 2022A	\$ 300.00	
TOTAL:			<u>\$4,175.00</u>
<u>FUND 323 - DEBT SERVICE - CIP 2023</u>			
ZIONS BANK	2023A BOND INTEREST	\$ 41,950.00	
ZIONS BANK	PAYING AGENT FEE 2023A	\$ 300.00	
TOTAL:			<u>\$42,250.00</u>
<u>FUND 324 - DEBT SERVICE - CIP 2024</u>			
ZIONS BANK	2024A BOND INTEREST	\$ 47,025.00	
ZIONS BANK	PAYING AGENT FEE 2024A	\$ 300.00	
TOTAL:			<u>\$47,325.00</u>
<u>FUND 325 - DEBT SERVICE - CIP 2025</u>			
EHLERS	2025B INTEREST PAYMENT	\$ 112,700.00	
TOTAL:			<u>\$112,700.00</u>
<u>FUND 424 - CAPITAL PROJECTS - CIP 2025</u>			
SEH	CIP 2025	\$ 2,677.70	
TOTAL:			<u>\$2,677.70</u>
<u>FUND 425 - CAPITAL PROJECTS - POLICE STATION</u>			
AMAZON CAPITAL SERVICES	FLAG POLE	\$ 85.99	
AMAZON CAPITAL SERVICES	FLOOR SCRUBBER	\$ 2,839.00	
AMAZON CAPITAL SERVICES	PAPER DISPENSER	\$ 250.49	
AMERICAN ENGINEER TESTING INC	POLICE ADDITION CONSTRUCTION MATERIA	\$ 4,711.60	
CENTERPOINT ENERGY	NATURAL GAS - POLICE ADDITION	\$ 41.71	
CENTRAL COMMUNICATIONS	POLICE ADDITION	\$ 30,001.00	
COMPUTER TECHNOLOGY SOLUTIONS	POLICE ADDITIONS	\$ 39,325.00	
NEW PRAGUE UTILITIES	POLICE ELECTRIC	\$ 198.68	
US BANK CREDIT CARD	PRESSURE WASHER	\$ 937.97	
WARNERS' STELLIAN APPLIANCE CO	POLICE ADDITION	\$ 11,014.90	
WOLD ARCHITECTS AND ENGINEERS	POLICE ADDITION	\$ 11,427.65	
WOLD ARCHITECTS AND ENGINEERS	POLICE FACILITY SCHEMATIC DESIGN	\$ 1,267.50	
TOTAL:			<u>\$102,101.49</u>
<u>FUND 426 - CAPITAL PROJECTS - CIP 2026</u>			
SEH	CIP 2026	\$ 6,300.00	
TOTAL:			<u>\$6,300.00</u>
<u>FUND 455 - TRUNK SANITARY FEES</u>			
SEH	NE LIFT STATION DESIGN	\$ 10,745.27	
SEH	NW LIFT STATION DESIGN	\$ 2,483.51	
TOTAL:			<u>\$13,228.78</u>
<u>FUND 499 - CAPITAL PROJECTS - GENERAL</u>			
SEH	ALTON AVE	\$ 6,975.22	
TOTAL:			<u>\$6,975.22</u>

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 07/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>FUND 602 - ENTERPRISE - SANITARY SEWER</u>			
ABDO	OSA REPORTING FORM	\$ 245.41	
AMAZON CAPITAL SERVICES	BATTERIES	\$ 155.01	
BOSS SUPPLY OF JANESVILLE INC	PUMP	\$ 9,730.30	
CASELLE LLC	SEMI-ANNUAL SUPPORT FEES	\$ 85.52	
COMPUTERSHARE TRUST COMPANY	2011 BOND INTEREST	\$ 103.93	
COMPUTERSHARE TRUST COMPANY	2014 BOND INTEREST	\$ 900.00	
HAWKINS INC	AZONE	\$ 4,375.70	
INSOURCE SOFTWARE SOLUTIONS INC	ANNUAL MAINTENANCE AGREEMENT	\$ 10,027.48	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$ 22,184.39	
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$ 894.97	
POLYDYNE INC	CLARIFLOC - CE-2469	\$ 3,772.00	
POLYDYNE INC	CLARIFLOC - CE-2470	\$ 9,844.00	
RMB ENVIRONMENTAL LABORATORIES	WET TESTING	\$ 1,840.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$ 197.70	
SALTCO	MONTHLY RENTAL FEE - SALT	\$ 70.00	
STASNEY ELECTRIC	MOTOR REPAIR	\$ 226.00	
US BANK	2019A INTEREST PAYMENT	\$ 2,625.00	
US BANK	2020 BOND PAYMENT	\$ 4,735.12	
US BANK CREDIT CARD	FERRIC TANK CAPACITY UPGRADE	\$ 476.75	
US BANK CREDIT CARD	POLY BAGS	\$ 397.63	
VERIZON WIRELESS	IPADS	\$ 12.52	
VERIZON WIRELESS	TELEPHONE	\$ 168.96	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 255.71	
ZIONS BANK	2021A BOND PAYMENT	\$ 14,131.25	
ZIONS BANK	2022A BOND INTEREST	\$ 2,600.00	
ZIONS BANK	2023A BOND INTEREST	\$ 6,050.00	
ZIONS BANK	2024A BOND INTEREST	\$ 16,100.00	
TOTAL:			<u><u>\$112,205.35</u></u>
<u>FUND 606 - ENTERPRISE - STORM UTILITY</u>			
ABDO	OSA REPORTING FORM	\$ 19.42	
CASELLE LLC	SEMI-ANNUAL SUPPORT FEES	\$ 8.51	
COMPUTERSHARE TRUST COMPANY	2011 BOND INTEREST	\$ 91.26	
COMPUTERSHARE TRUST COMPANY	2014 BOND INTEREST	\$ 600.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$ 3.90	
US BANK	2019A INTEREST PAYMENT	\$ 3,400.00	
VERIZON WIRELESS	IPADS	\$ 12.52	
VERIZON WIRELESS	TELEPHONE	\$ 5.76	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$ 3.47	
ZIONS BANK	2021A BOND PAYMENT	\$ 1,161.25	
ZIONS BANK	2022A BOND INTEREST	\$ 2,600.00	
ZIONS BANK	2023A BOND INTEREST	\$ 10,875.00	
ZIONS BANK	2024A BOND INTEREST	\$ 9,575.00	
TOTAL:			<u><u>\$28,356.09</u></u>
<u>FUND 802 - WELLNESS PROGRAM</u>			
US BANK CREDIT CARD	WELLNESS	\$ 381.79	
TOTAL:			<u><u>\$381.79</u></u>
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			\$591,349.82

Vendor Name	Net Invoice Amount
ABDO	
OSA REPORTING FORM	\$209.76
AMAZON CAPITAL SERVICES	
OFFICE SUPPLIES	\$3.99
AMERICAN MAILING MACHINES	
POSTAGE SUPPLIES	\$166.57
CASELLE LLC	
SEMI-ANNUAL SUPPORT FEES	\$270.73
CEDAR BROOK GARDEN CENTER	
FLOWERS - POWER PLANT	\$110.00
COMPUTERSHARE TRUST COMPANY	
2011 BOND INTEREST	\$127.54
2014 BOND INTEREST	\$600.00
NEW PRAGUE UTILITIES	
ELECTRIC UTILITIES	\$1,415.11
SMMPA - NORTH SOFTNER	\$261.46
WATER PUMPING - E	\$11,169.19
WATER PUMPING - W/S/S	\$2,555.32
WATER UTILITIES	\$263.04
ROSS NESBIT AGENCIES INC.	
AGENCY FEE	\$377.30
US BANK	
2020 BOND PAYMENT	\$2,914.24
US BANK CREDIT CARD	
2026 LSL REPLACEMENT	\$61.91-
SAFETY VESTS	\$214.02
SMMPA MEETING	\$38.47
US BANK EQUIPMENT FINANCE	
COPIER LEASE	\$516.90
VERIZON WIRELESS	
IPADS	\$85.16
TELEPHONE	\$480.00
TELEPHONE - GREG SOLHEID	\$11.09
ZIONS BANK	
2021A BOND PAYMENT	\$19,598.75
2022A BOND INTEREST	\$4,925.00
2023A BOND INTEREST	\$9,125.00
2024A BOND INTEREST	\$17,800.00
Grand Totals:	<u>\$73,176.73</u>

Vendor Name	Net Invoice Amount
ABDO	
OSA REPORTING FORM	\$106.54
ACUSHNET COMPANY	
GOLF BALLS	\$3,281.44
AMAZON CAPITAL SERVICES	
GASKET LUBE	\$99.52
AMERICAN MAILING MACHINES	
POSTAGE SUPPLIES	\$16.25
AMERICAN SOLUTIONS FOR BUSINESS	
MEMORIAL PLAQUE	\$254.57
BREAKTHRU BEVERAGE MINNESOTA	
BEER	\$198.00
BEER	\$263.55
BEER	\$205.60
BEER	\$142.00
BEVERAGE-ALCOHOL	\$270.00
CASELLE LLC	
SEMI-ANNUAL SUPPORT FEES	\$12.94
CENTERPOINT ENERGY	
NATURAL GAS	\$510.13
CINTAS	
TOWELS / LINENS	\$728.78
TOWELS / LINENS	\$728.78
CIT GROUP	
CLOTHING	\$1,462.86
SPECIAL ORDER - RYDER CUP	\$2,970.96
CM2 SUPPLY	
C02/NITROGEN TANK RENTAL	\$45.58
COLLEGE CITY BEVERAGE	
BEER - CREDIT	\$152.00-
LIQUOR/SELTZERS	\$778.15
BEER	\$917.90
BEER - CREDIT	\$120.00-
BEVERAGES-NON-ALCOHOLIC	\$96.98
LIQUOR/SELTZERS	\$979.44
BEER	\$1,219.00
BEVERAGES-NON-ALCOHOLIC	\$66.54
LIQUOR/SELTZERS	\$2,458.71
BEER	\$1,471.20
BEVERAGES-NON-ALCOHOLIC	\$70.50
KEG - CREDIT	\$60.00-
LIQUOR/SELTZERS	\$518.10
BEER	\$1,058.70
BEVERAGES-NON-ALCOHOLIC	\$77.49
KEG - CREDIT	\$60.00-
BEER - CREDIT	\$.88-
COMPUTER TECHNOLOGY SOLUTIONS	
CIRRUS PRO REMOTE ACCESS	\$3,384.00
CIRRUS PRO REMOTE ACCESS	\$274.95
GOLF ASSOCIATES SCORECARD	
GOLF SCORECARDS	\$219.16
GOLF PROFESSIONAL ENTERPRISES LLC	
JUNE MANAGEMENT FEE	\$8,916.66
HAWK ALARM SYSTEMS INC	
FIRE ALARM MONITORING	\$21.48
HERMEL WHOLESALE	
FOOD	\$300.11

Vendor Name	Net Invoice Amount
SUNDRIES	\$617.51
FOOD	\$1,035.47
SUNDRIES	\$271.14
FOOD	\$537.99
SUNDRIES	\$468.04
SUPPLIES	\$458.78
SUPPLIES	\$291.17
SUPPLIES	\$339.76
TAXABLE SUPPLIES	\$464.01
SUPPLIES	\$138.92
JOHN DEERE FINANCIAL	
INTEREST CHARGE	\$22.94
LAU'S BAKERY	
BUNS	\$41.30
BUNS	\$64.64
BUNS	\$76.38
BUNS	\$41.30
MOR GOLF AND UTILITY	
02 SENSOR	\$180.30
KEY SWITCH, PULLER TOOLS	\$396.10
MTI DISTRIBUTING INC	
PRESSURE SENSOR	\$1,433.95
ROLLER REBUILD KIT	\$234.98
BELT, BRACKET, REAR ROLLER ASSY	\$899.98
NEW PRAGUE UTILITIES	
ELECTRIC UTILITIES	\$2,275.89
STORM UTILITIES	\$535.58
WATER/SEWER UTILITIES	\$1,246.74
ELECTRIC UTILITIES	\$107.82
WATER/SEWER UTILITIES	\$5,837.58
PEPSICO BEVERAGE SALES LLC	
BEVERAGES - NON-ALCOHOL	\$1,765.17
BEVERAGES - NON-ALCOHOL	\$1,879.98
PERFORMANCE FOOD GROUP INC	
FOOD	\$520.43
SUNDRIES	\$87.16
BEVERAGE NON-ALCOHOLIC	\$103.08
FOOD	\$3,564.23
BEVERAGES-NON-ALCOHOLIC	\$55.51
FOOD	\$1,238.65
SUPPLIES	\$100.78
SUPPLIES	\$70.95
ROSS NESBIT AGENCIES INC.	
AGENCY FEE	\$45.60
SAILER'S GREENHOUSE	
FLOWERS	\$1,705.88
ST. ANDREWS PRODUCTS CO.	
PENCILS	\$295.62
THE TESSMAN COMPANY	
RED HAZARD STAKES	\$358.61
TOW DISTRIBUTING CORP	
BEER	\$463.50
BEER - CREDIT	\$30.00-
BEER	\$309.50
BEER - CREDIT	\$30.00-
BEER	\$375.80
KEG CREDIT	\$60.00-

Vendor Name	Net Invoice Amount
BEER	\$552.20
BEER - CREDIT	\$30.00-
BEER	\$461.80
BEER - CREDIT	\$30.00-
BEER - CREDIT	\$8.40-
TURFWERKS	
MOWER REPAIR	\$5,546.87
US BANK CREDIT CARD	
INVENTORY	\$154.75
ALCOHOL	\$63.42
COGS	\$327.23
ICE / INK	\$203.15
SPRAYER	\$362.99
TIRES	\$335.94
US BANK EQUIPMENT FINANCE	
COPIER RENTAL	\$221.57
VERIZON WIRELESS	
TELEPHONE	\$78.72
VERSATILE VEHICLES INC.	
SWITCH, BREAKER	\$71.86
ZIONS BANK	
2022A BOND INTEREST	\$2,250.00
2024A BOND INTEREST	\$3,625.00
Grand Totals:	<u>\$78,759.51</u>

Vendor Name	Description	Net Invoice Amount
ABDO	OSA REPORTING FORM	10.66
CASELLE LLC	SEMI-ANNUAL SUPPORT FEES	.57
ROSS NESBIT AGENCIES INC.	AGENCY FEE	.50
Total EDA:		11.73
EHLERS	INDUSTRIAL PARK	5,000.00
Total EDA-INDUSTRIAL PARK:		5,000.00
Grand Totals:		5,011.73



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: 1-4 DAY TEMPORARY ON-SALE LIQUOR LICENSE FOR CHURCH OF ST. WENCESLAUS
DATE: JUNE 30, 2026

Attached is an application for a 1-4 Day Temporary On-Sale Liquor License from the Church of St. Wenceslaus, requesting permission to serve alcoholic beverages on August 9, 2026, at St. Wenceslaus, located at 215 Main Street East, New Prague.

All of the conditions of the Temporary On-Sale Liquor License application have been met by the applicant.

The Temporary On-Sale Liquor License is issued with the understanding that the Licensee is responsible to adhere to all liquor provisions found in Chapter 340A and any other statutes or rules that may apply in serving alcohol.

Recommendation

Staff recommends approval of the application and issuing a 1-4 Day Temporary On-Sale Liquor License to the Church of St. Wenceslaus on August 9, 2026.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

Section 3, Item c.

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Church of St. Wenceslaus
 Date of organization: 02/21/1885
 Tax exempt number: 41-0695519

Organization Address (No PO Boxes): 215 Main Street East
 City: New Prague
 State: MN
 Zip Code: 56071

Name of person making application: Marcella Dvorak
 Business phone: 952-758-3225
 Home phone: 952-758-3995

Date(s) of event: August 9, 2026
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Fr. Eugene J. Theisen
 City: New Prague
 State: MN
 Zip Code: 56071

Organization officer's name: [Blank]
 City: [Blank]
 State: MN
 Zip Code: [Blank]

Organization officer's name: [Blank]
 City: [Blank]
 State: MN
 Zip Code: [Blank]

Location where permit will be used. If an outdoor area, describe.
 Between the Church and the School Building - 215 Main Street East

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of New Prague
 City or County approving the license
 \$100
 Fee Amount

Date Approved: 8-9-26
 Permit Date

Event in conjunction with a community festival Yes No
 8,102
 Current population of city

ahinderer@newprague.mn.gov
 City or County E-mail Address

Joshua Tetzeloff, City Administrator
 Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

Date: 07/2020

Certificate of Coverage

Certificate Holder
 Archdiocese of Saint Paul and Minneapolis
 Chancery Office
 777 Forest Street
 St. Paul, MN 55106

Covered Location
 ST WENCESLAUS CHURCH
 215 EAST MAIN STREET
 NEW PRAGUE, MN 56071

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	D. General Liability	8589	7/1/2026	7/1/2027	Each Occurrence
	<input checked="" type="checkbox"/> Occurrence				500,000
	<input type="checkbox"/> Claims Made				General Aggregate
					Products-Comp/OP Agg
					Personal & Adv Injury
					Fire Damage (Any one fire)
	Excess Liability	8589	7/1/2026	7/1/2027	Each Occurrence
					500,000
					Annual Aggregate
	Other Liquor Liability		7/1/2026	7/1/2027	Each Occurrence
					500,000
					Claims Made
					Aggregate
					Annual Aggregate
					Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage is verified with regard to Covered Location's Parish Festival, to be held on parish grounds, August 9, 2026.

Includes Liquor Liability

Holder of Certificate **Cancellation**

City of New Prague
 118 Central Avenue North
 New Prague, MN 56071

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative *Paul A. Petrucci*

0111016120



LIGHTS ON!

A PROGRAM OF MICROGRANTS

Participation Agreement (the “Agreement”) between Lights On! MN (“Lights On”) and the Law Enforcement Agency named below (“The Agency”), each a “Party” and collectively, the “Parties.”

With an understanding that a positive alternative solution to certain traffic citations will be beneficial to drivers affected by socioeconomic factors, improve community-police relations, and offer more effective problem-solving, The Agency agrees to participate in the Lights On! USA Program (the “Program”), and Lights On agrees to The Agency’s participation under the terms of this Agreement. This Agreement is entered into this 8th day of June, 2026, by and between Lights On! 3817 Pleasant Ave. S., Minneapolis, Minnesota, 55409, and (your Agency, Department or Office name: New Prague Police Department, The Agency Address: 118 Central Ave N., New Prague, MN 56071.

1. I. General terms

- 2. Lights On is a program that provides bulb repair vouchers that public safety agencies and their staff/officers may issue and distribute to people in a targeted area who have been stopped or identified as operating a motor vehicle with one or more equipment violations, in lieu of traffic tickets.
- 3. The Program aims to replace certain citations for defective equipment with vouchers for free auto bulb repair at participating auto repair shops.
- 4. As part of the Lights On Program, in accordance with guidelines developed by The Agency, staff/officers, at their discretion, will issue or distribute repair vouchers to persons stopped or identified as operating a motor vehicle with one or more equipment violations within their jurisdiction, in lieu of a citation.
- 5. Term: This Agreement shall be in effect on the date of the last signature below, after both Parties have signed, until June 30th, 2027 (the “Term”) or until either Party withdraws its participation in writing. Lights On shall have no obligation to The Agency, except for confidentiality, unless and until sponsorship funds are received.
- 6. This Agreement may be renewed annually by mutual written agreement of the Parties.

II. Agreed-upon Responsibilities of Lights On.

The Parties agree that the responsibilities of Lights On under this Agreement are as follows:

1. In conjunction with The Agency, will determine the estimated annual volume of equipment violation repairs needed based on reported equipment violations.
2. Shall provide The Agency with bulb repair vouchers, each valued at no more than \$250.00, to distribute in lieu of citations for defective equipment in their jurisdiction.
3. Use funding from the MN Department of Public Safety Office of Traffic Safety, a sponsorship account that covers 100% of the projected repair costs, up to a cap of \$250.00 per voucher.
4. Shall contract with and reimburse participating auto repair centers located near the jurisdiction of The Agency for repair work and equipment, in accordance with the voucher system from The Agency's sponsorship account. Selection of auto repair centers shall be in the sole discretion of Lights On.
5. Provide marketing materials. On-site assistance may be available upon request from The Agency for an additional fee.
6. Shall establish and maintain a restricted account for sponsorship funds provided by The Agency and/or its sponsors.
7. Report to The Agency quarterly the number of redeemed vouchers and the balance of sponsorship funding.

VII. Agreed-upon Responsibilities of The Agency:

The Parties agree that the responsibilities of The Agency under this Agreement are as follows:

1. Issue or distribute repair vouchers to non-commercial drivers within their jurisdiction in lieu of defective equipment citations. The Agency shall not issue a defective equipment citation and a repair voucher.
2. Provide vouchers to people in need of lighting repairs within their jurisdiction at drop-in centers, community events, and traffic stops.
3. Encourage compliance with traffic laws to build trust, strengthen the community, and promote public safety.
4. Shall attach to this Agreement its equipment violation traffic stop data (CAD reports or other available reports) and/or voucher distribution data for the preceding 12 months from the date of this Agreement. Data will be used only to determine the number of vouchers Lights On will provide for the Agency.
5. Provide Lights On, a monthly report on the vouchers issued by the 15th day of each month for the prior month.
6. Agency is responsible to pay \$500 admin fee.

- 7. Will not knowingly issue a voucher to a person within 90 days of the issuance of a prior voucher to the same person.
- 8. The Agency is encouraged to submit to Lights On a list of auto repair centers that, in The Agency's view, may be appropriate locations for the repairs.
- 9. Shall have staff complete all required fields on the voucher, including license plate, issuing officer, location of stop, and date the voucher was issued. Please note that vouchers are valid for 14 days from issuance.

10.IV. Privacy and Terms of Use

The Agency will not provide any personal information about those who were issued vouchers to Lights On, but will provide the information required to complete the voucher, including license plate numbers, badge/employee numbers of the issuing officer/person, dates of issuance, location of the stop or issuance, and the reason for the stop.

The Agency agrees to use the vouchers only as expressly authorized by Lights On and only for traffic and community work.

The Agency is not responsible for paying for the defect repair. Lights On will contract with and pay local auto repair shops for work authorized by the voucher.

Confidentiality. Unless otherwise required by law, the Parties shall not disclose the terms of this Agreement or any information designated as confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential.

The Agency shall not issue a citation for the same matter for which it issued a voucher.

V. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The liability of Lights On to The Agency is limited to the amount of sponsorship funding received by Lights On from The Agency.

VI. Notice

Any notice or communication required or permitted under this Agreement shall be deemed sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, with a copy by email to Lights On at the following email address: LOP@microgrants.net, or to such address as one may have furnished to the other in writing.

Either Party may suspend or terminate this Agreement by giving the other Party 30 days' advance written notice.

The portion of any funds designated for administrative expenses is not refundable by Lights On to The Agency.

VIII. Press Release for The Agency

The Parties may agree to a joint press release, subject to mutual approval. Neither Party may use the other Party's name, logo, or likeness in any advertising or press release without the prior written approval of the other Party.

IX. Dispute Resolution.

In the event of a dispute, the Parties shall confer in good faith to resolve it. If the Parties cannot resolve the dispute through good faith discussion, either Party may, after such discussion, file the matter for arbitration with the American Arbitration Association in Minneapolis, Minnesota, to be decided by a neutral arbitrator chosen through the process designated by the American Arbitration Association. Each Party will be responsible for its own costs, and either Party may appear remotely. The arbitrator's decision shall be final.

X. Governing Law.

This Agreement shall be governed by the laws of the State of Minnesota, without application of, or regard to, its conflicts of law provisions.

XI. Warranties.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LIGHTS ON HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XII. No Third-Party beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

XIII. Personnel Responsibility.

Each Party is solely responsible and liable for the acts and omissions of its own representatives, employees, agents, and subcontractors. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between the Parties or with the other Party's personnel.

XIV. Intellectual Property.

Lights On retains all right, title, and interest in and to the Program, including all associated names, logos, marketing materials, and the voucher system design. The Agency is granted a limited, non-exclusive, non-transferable

license to use Lights On's intellectual property solely during the Term to promote and operate the Program as specified herein.

XV. Indemnification by The Agency. The Agency shall defend, indemnify, and hold harmless Lights On, its affiliates, officers, agents, volunteers, sponsors, board members, and employees from and against any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to (a) The Agency's breach of this Agreement; (b) the acts or omissions of The Agency's officers, employees, or personnel; or (c) any claims by third parties arising from or related to the manner in which The Agency performs traffic stops or issues the vouchers. The limitation of liability in the above shall not apply to The Agency's indemnification obligations.

XVI. XV: Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event beyond that Party's reasonable control, including, without limitation, acts of God, war, terrorism, civil unrest, labor disputes, pandemic, national emergency, government directive, utility failure, or shortage of essential materials. The affected Party shall notify the other Party promptly and use commercially reasonable efforts to resume performance.

XVII. Audit Right

The Agency shall retain records related to voucher issuance for the Term and one (1) year thereafter. Upon Lights On's written request and with at least fifteen (15) days' notice, The Agency shall provide Lights On access to such records solely to verify compliance with the voucher distribution and re-issuance limitations outlined in this Agreement.

XVIII. XVI: Assignment.

The Agency shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Lights On. Lights On may assign or delegate its rights and obligations under this Agreement without the consent of The Agency.

XIX. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

By signing below, the Parties agree to be bound by this Agreement.

Lights On! MN

Name: Clarence D. Castile

Signature: _____

Title: Excecutive Director

Date: _____

The Agency

Agency Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Address: _____

Agency contact email: _____

CONFIDENTIAL



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
EVAN C. GARIEPY, PLANNER
SUBJECT: PUBLIC HEARING AND ADOPTION OF ORDINANCE #363 FOR VACATION OF CERTAIN RIGHT OF WAYS IN THE PLAT OF THE NEW PRAGUE OUTLOTS, AS PROPOSED BY PATRICK SULLIVAN
DATE: JUNE 30, 2026

In early 2026, Patrick Sullivan purchased land along 1st Ave NW and rezoned it to I1 Light Industrial. Mr. Sullivan wishes to construct industrial buildings closer to the north and south property lines of 901 and 903 1st St NW than is permitted by Ordinance. He has submitted an application for the City to consider vacating two right of ways along 1st Ave NW, which can be seen in Exhibit A.

Staff supports vacating the right of ways, as the City has no plans or use for streets or alleyways within the right of ways as they go directly into floodplains. Staff would like to maintain an easement in the location of current right of ways for potential utilities and for drainage. This would also reduce the building setbacks from the current right of ways/property lines.

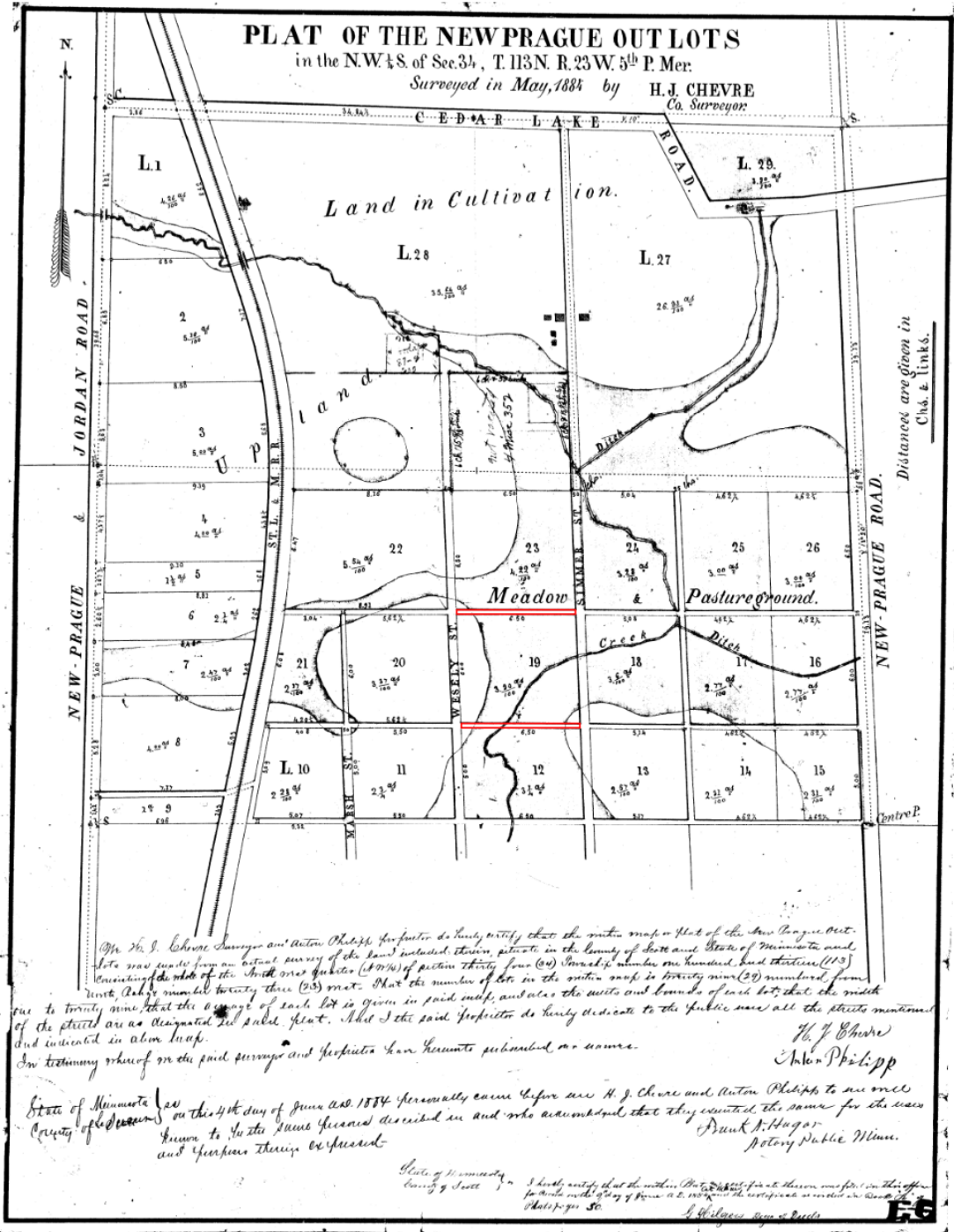
At the June 15th Council meeting, a public hearing was scheduled for tonight’s meeting, and the Ordinance which would vacate the described right of way was introduced. Since that meeting, a notice was published in the New Prague Times, and notices were mailed directly to utility companies and abutting properties to provide comment, if any, on the right of way vacation request.

Staff does not believe there to be any public or private utility lines currently located within the right of ways being vacated at this time. As of writing this memo, Staff has not received any comments regarding the vacation of this easement.

Staff Recommendation

Staff recommends holding the required public hearing. Subject to the comments received at the public hearing, staff also recommends adopting the Ordinance titled “An Ordinance Vacating Certain Right of Ways in the Plat of the New Prague Outlots.”

Exhibit A



Mr. S. Chevre Surveyor and Anton Philipp for parties do hereby certify that the within map or Plat of the New Prague out lots was made from an actual survey of the land included therein situated in the County of Scott and State of Minnesota and consisting of the lots of the first ones of which (27) are of section thirty four (34) Township number one hundred and thirtieth (113) North Range number twenty three (23) West. That the number of lots in the within map is twenty nine (29) numbered from one to twenty nine that the acreage of each lot is given in said map, and also the units and bounds of each lot; that the width and location of the streets are as designated in said plat. That if the said proprietors do hereby declare to the public that all the streets mentioned and indicated in above map.

In testimony whereof on the said day and date the said proprietors have hereunto subscribed our names.

H. J. Chevre
 Anton Philipp

State of Minnesota
 County of Scott

on this 4th day of June A.D. 1884 personally came before me H. J. Chevre and Anton Philipp to an oral before me in the name of the said parties and who acknowledged that they executed the same for the uses and purposes therein expressed.

Frank A. Huger
 Notary Public Minn.

I do hereby certify that the within Plat of the New Prague out lots was made from an actual survey of the land included therein situated in the County of Scott and State of Minnesota and consisting of the lots of the first ones of which (27) are of section thirty four (34) Township number one hundred and thirtieth (113) North Range number twenty three (23) West.

L. H. Wilson
 Notary Public Minn.



VAC0002-2026
ROW North and South of
901/903 1st Ave NW



0 110 220
| | |
ft.

June 02, 2026.
New Prague Planning Department.
The City is not responsible for any inaccuracies or
damages arising from the use of this map. Disclaimer
provided pursuant to Minnesota Statute 466.03 21.

ORDINANCE #363

**AN ORDINANCE VACATING CERTAIN RIGHT OF WAYS IN THE
PLAT OF THE NEW PRAGUE OUTLOTS**

WHEREAS, the New Prague City Council previously passed Resolution #CC-26-06-15-06 noting the City of New Prague’s interest in vacating certain right of ways as identified in the resolution and the exhibit to the resolution, and retaining drainage and utility easements in place of the right of ways, pursuant to Section 12.06 of the New Prague City Charter, legally described as follows:

All of the public right of way lying north of Lot 19 and south of Lot 13 within the Plat of the New Prague Outlots, Scott County, Minnesota.

All of the public right of way lying north of Lot 12 and south of Lot 19 within the Plat of the New Prague Outlots, Scott County, Minnesota.

And as depicted on the attached Exhibit A.

(with such right of ways hereinafter referred to as the “Property”); and

WHEREAS, a public hearing to consider the vacation of the Property was held on the 6th day of July, 2026, before the City Council in the City Hall located at 118 Central Avenue North, New Prague, Minnesota, after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 16th day of June, 2026, and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation, or public body owning or controlling easements contained upon the Property proposed to be vacated, reserves the right to continue the same or to enter upon such Property, way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation of the Property will benefit the public interest because the Property will not be used for road purposes and a utility and drainage easement will suit the City’s future needs of the Property; and

WHEREAS, a majority of all members of the City Council concur in this ordinance;

NOW, THEREFORE, THE CITY OF NEW PRAGUE, SCOTT AND LESUEUR COUNTIES, MINNESOTA, ORDAINS:

SECTION 1. An uncodified City ordinance is adopted pursuant to Chapter 12.06 of the New Prague City Charter to provide as follows:

Subdivision 1. The recitals set forth in this Ordinance are incorporated into and made a part of this Ordinance.

Subdivision 2. The City controls the dedicated Property located in Scott County, Minnesota, with the legal description of the Property being as follows:

All of the public right of way lying north of Lot 19 and south of Lot 23 within the Plat of the New Prague Outlots, Scott County, Minnesota.

All of the public right of way lying north of Lot 12 and south of Lot 19 within the Plat of the New Prague Outlots, Scott County, Minnesota.

And as depicted on the attached Exhibit A.

Subdivision 3. The City Council has determined that vacation of the Property will further the public interest and welfare.

Subdivision 4. As provided by Section 12.06 of the New Prague City Charter, the City Council authorizes and grants the vacation of the Property such that the Property described as follows is hereby vacated:

All of the public right of way lying north of Lot 19 and south of Lot 13 within the Plat of the New Prague Outlots, Scott County, Minnesota, with a drainage and utility easement being retained over the entire vacated area.

All of the public right of way lying north of Lot 12 and south of Lot 19 within the Plat of the New Prague Outlots, Scott County, Minnesota, with a drainage and utility easement being retained over the entire vacated area.

And as depicted on the attached Exhibit A.

Subdivision 5. The Mayor and City Administrator, staff, and consultants are hereby authorized and directed to sign all documents or take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Ordinance.

SECTION 2. This ordinance shall take effect and be in force upon its publication, in accordance with Section 3.13 of the City Charter.

Introduced to the City Council of the City of New Prague, Minnesota, the 15th day of June, 2026.

The required 10 days posted notice was completed on the City Website and City Hall Bulletin Board on or before June 16th, 2026.

Adopted by the Council this 6th day of July, 2026.

EFFECTIVE DATE: Immediately upon its publication in the July 16th, 2026 New Prague Times.

Charles L. Nickolay, Mayor

State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)
County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)
County of Scott & Le Sueur)

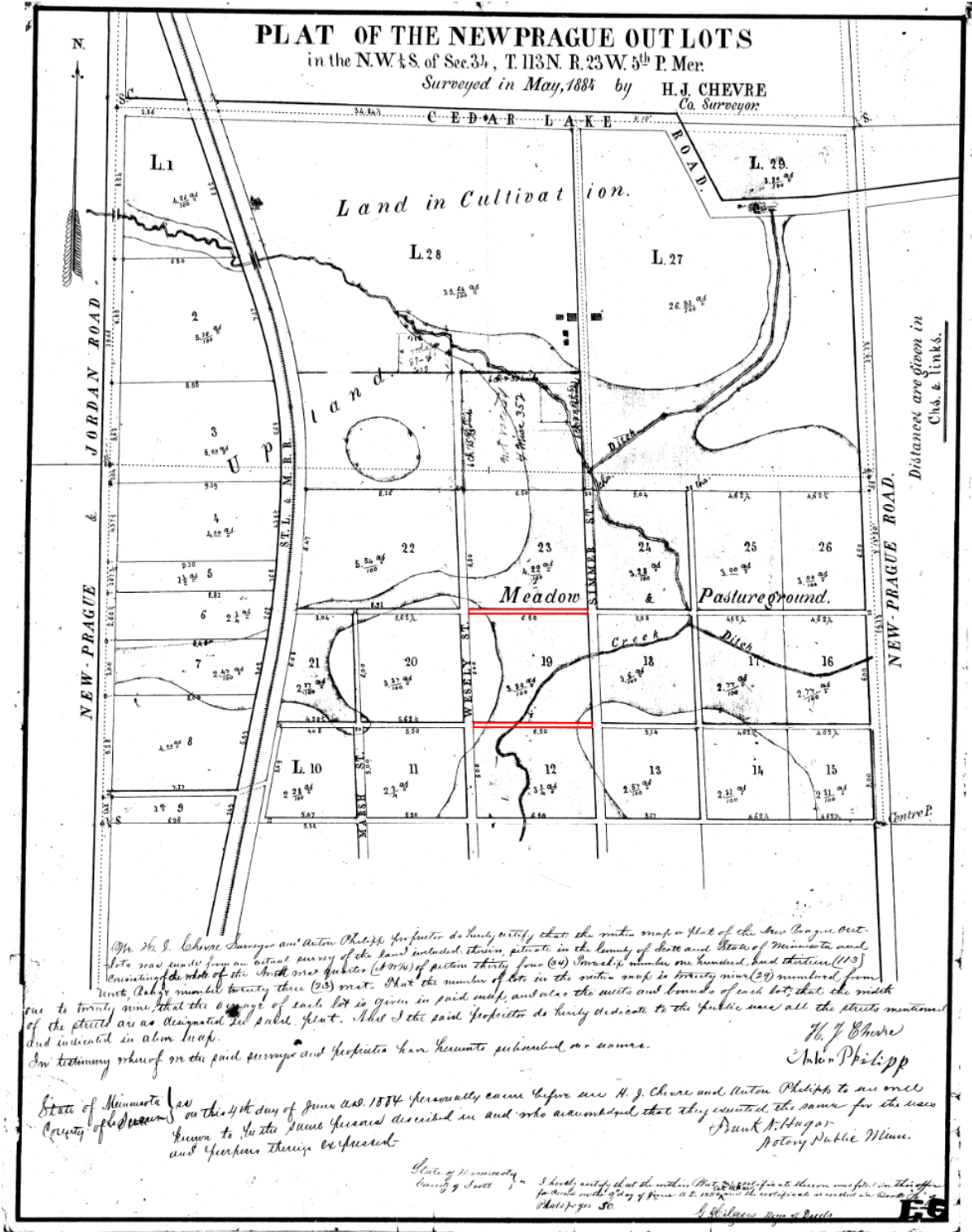
Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Evan C. Gariepy
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401

Exhibit A





Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: June 30, 2026

RE: Project Updates

See below for updates on current SEH Projects for the City of New Prague.

2025 STREET AND UTILITY IMPROVEMENTS PROJECT

Work on this project is complete. A partial pay application will be included for the July 20th council meeting.

2026 STREET IMPROVEMENT PROJECT

Construction on this project has started. Work has included the reclamation of pavement that will later will be removed and fully replaced. It has also included some removals. The contractor will concentrate on the 3rd Street SE intersection first and move on to other parts throughout July and August. A proposal for materials testing is included with the council packet.

1ST AVENUE SE TURNBACK (POTENTIAL 2027 STREET IMPROVEMENT PROJECT)

Field review and preliminary drawings have been created. A review with City and County staff will be held soon.

2026 LEAD SERVICE LINE REPLACEMENTS (PHASE 2)

MDH has not completed its review of plans submitted to them in March. As certification is required prior to June 30th, it is expected that bidding may be delayed until the 2027 Intended Use Plan is posted in December. This will be confirmed with the Public Facilities Authority (PFA). As construction was intended to occur in late 2026 and spring of 2027, this is not expected to significantly affect the overall schedule of construction.

ALTON AVENUE FEASIBILITY STUDY

The Feasibility Study is complete as a draft and will be reviewed with City staff prior to reviewing with Scott County.

NW AND NE LIFT STATION STUDIES

Work on these two studies has started. An expansion of the NE Lift Station study is expected as the need for a second lift station has been identified along the Alton Avenue N corridor.

cdk

x:\ko\newpr\common\council meetings\060126 cc project updates.docx



Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council
Josh Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)
City Engineer

DATE: June 30, 2026

RE: Approval of Materials Testing
SEH No. NEWPR 188030 14.00

PROPOSAL FOR CONSTRUCTION MATERIALS TESTING

A Request for Proposals (RFP) was sent to three geotechnical companies in the area for testing on the 2026 Street Improvement Project. The RFP included testing requirements meeting the MnDOT State Aid Laboratory Testing requirements and a basis of estimated testing from the schedule provided by S.M. Hentges. Only one of the three testing companies responded to the RFP, Braun Intertec. A proposal was provided with an estimated cost of \$44,420.00.

It should be noted that the fee estimate provided by Braun Intertec included \$14,250.00 for bituminous plant monitoring. As the contractor is providing bituminous material from a MnDOT certified plant within the metro area, there is a high likelihood that this service will not be needed.

The other two geotechnical companies contacted include American Engineering & Testing and Chosen Valley Testing. Chosen Valley Testing has provided materials testing on the last three street projects, though Braun Intertec provided testing on most city projects prior to 2023.

ENGINEER RECOMMENDATION

It is recommended that the Council authorize the Public Works Director to enter into the contract for Construction Materials Testing Services with Braun Intertec on behalf of the City of New Prague.

cdk
Attachment:
c: Matt Rynda, Public Works Director

x:\ko\newpr\188030\1-gen\16-meet\070626 council meeting\06.30.26 memo award of materials testing.docx



Fee Estimate
10014510_001
2026 New Prague Street Imp SAP 237-112-003

Client:
 Short Elliott Hendrickson, Inc.
 Chris Knutson
 3535 Vadnais Center Dr
 Saint Paul, MN 55110-5108
 (651) 490-2000

Work Site Address:
 599 4th Ave SW
 New Prague, Minnesota 56071

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Soils Testing			\$2,086.00
Soil Compaction Testing - Nuclear	7.00	102.00	\$714.00
<i>Soil Compaction Testing - Nuclear</i>	<i>2 Trips @ 3.5 Hr</i>	<i>7.00</i>	
Soil Compaction Testing - Non Nuclear	7.00	102.00	\$714.00
<i>Soil Compaction Testing - Non Nuclear, DCPs</i>	<i>2 Trips @ 3.5 Hr</i>	<i>7.00</i>	
Soil Sample pick-up	2.00	102.00	\$204.00
<i>Gradation Sample pick-up</i>	<i>1 Trips @ 2 Hr</i>	<i>2.00</i>	
Trip Charge	5.00	60.00	\$300.00
Nuclear moisture-density meter charge, per hour	7.00	22.00	\$154.00
Subtask 1.2: Concrete Testing			\$16,704.00
Concrete Testing	48.00	102.00	\$4,896.00
<i>Concrete Testing Curb and Gutter</i>	<i>6 Trips @ 3 Hr</i>	<i>18.00</i>	
<i>Concrete Testing Flatwork</i>	<i>10 Trips @ 3 Hr</i>	<i>30.00</i>	
Concrete Cylinder Pick Up	32.00	102.00	\$3,264.00
<i>Concrete Cylinder Pick Up</i>	<i>16 Trips @ 2 Hr</i>	<i>32.00</i>	
Concrete Ready Mix Plant Monitoring - Concrete Plant Monitoring	48.00	128.00	\$6,144.00
<i>Concrete Ready Mix Plant Monitoring</i>	<i>8 Trips @ 6 Hr</i>	<i>48.00</i>	
Trip Charge	40.00	60.00	\$2,400.00
Subtask 1.3: Laboratory Testing			\$3,248.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	1.00	216.00	\$216.00
Sieve Analysis with No. 200 wash (ASTM C136 and C117)	1.00	168.00	\$168.00
Asphalt Content of Aggregate Base ASTM D6307 each	1.00	176.00	\$176.00
Concrete Compressive Strength Cylinders ASTM C39 each	64.00	42.00	\$2,688.00
<i>Concrete Compressive Strength Cylinders Curb and Gutter</i>	<i>24.00</i>		
<i>6 Sets @ 4 Qty</i>			
<i>Concrete Compressive Strength Cylinders Flatwork</i>	<i>10 Sets @</i>	<i>40.00</i>	
<i>4 Qty</i>			
Subtask 1.4: Bituminous Plant Monitoring			\$14,250.00
Asphalt Verification Testing - Bituminous Plant Monitoring	40.00	128.00	\$5,120.00
<i>Bituminous Plant Monitoring Verification Testing</i>	<i>5 Trips @</i>	<i>40.00</i>	
<i>8 Hr</i>			
Bituminous Coring - Mark & Observe Contractor	30.00	128.00	\$3,840.00
<i>Marking and observing Bituminous Coring</i>	<i>5 Trips @ 6 Hr</i>	<i>30.00</i>	
Trip Charge	10.00	60.00	\$600.00
MnDOT Asphalt Verification, per sample	5.00	810.00	\$4,050.00
<i>MnDOT Asphalt Verification, per sample</i>	<i>1 Ea @ 5 Qty</i>	<i>5.00</i>	
Asphalt Thickness and Density of Core ASTM D3549 each	10.00	64.00	\$640.00
<i>Detail 1 for Expense/Fee Category: Asphalt Thickness and Density of</i>	<i>10.00</i>		
<i>Core ASTM D3549 each</i>	<i>1 Ea @ 10 Qty</i>		
Subtask 1.5: Project Management			\$8,132.00
Project Manager	20.00	202.00	\$4,040.00
Senior Project Manager	2.00	218.00	\$436.00
Project Assistant I	8.00	102.00	\$816.00

	Qty/Hours	Rate	Amount
Project Control Specialist I	10.00	134.00	\$1,340.00
Final Report	1.00	1,500.00	\$1,500.00
Task 1 Total:			\$44,420.00
Project Total			\$44,420.00



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
MATT RYND, PUBLIC WORKS DIRECTOR
TIM APPLIN, POLICE CHIEF
SUBJECT: INTRODUCE ORDINANCE #364 FOR GENERAL REGULATIONS FOR THE MUNICIPAL YARD WASTE SITE
DATE: JUNE 30, 2026

As the City Council has been made aware in the past, improper use of the municipal yard waste site has been challenging at times over the years with illegal dumping, commercial use and non-residents utilizing the site. A few years ago, a surveillance camera was installed at the site which has allowed staff to follow up on cases of improper use. Recently, a particular case of improper use led to looking at citing an individual. Upon further review of the City Code and consultation with the City Attorney’s Office, it was determined that the city’s general provisions for illegal dumping did not adequately address the issues occurring at the municipal yard waste site and that an ordinance specific to allowed and prohibited use of the site should be implemented.

Over the past couple of months, staff have worked on a draft of an ordinance that would provide specific regulations and more importantly a list of penalties that would apply for prohibited use of the City’s municipal yard waste site located at 1503 Columbus Ave. N.

A draft of the ordinance, which has been fully vetted by the City Attorney’s Office, is attached for review. It would add a new section to the City Code specific to regulations for the municipal yard waste site with specifics regarding authorized users (city residents only), illicit dumping (listing what is and is not acceptable at the site), allowing the public works director to set the hours of use and finally establishing penalties (from \$100 up to \$400 and being banned from the site for 12 months).

Staff Recommendation

Staff recommends that the Council introduce the attached ordinance at tonight’s meeting.

**ORDINANCE NO. 364
CITY OF NEW PRAGUE**

**AN ORDINANCE ADDING CHAPTER 96 TO THE NEW PRAGUE CITY CODE
UNDER TITLE IX GENERAL REGULATIONS TITLED MUNICIPAL YARD WASTE
SITE**

**THE CITY COUNCIL OF THE CITY OF NEW PRAGUE, SCOTT AND LE SUEUR
COUNTIES, MINNESOTA ORDAINS:**

SECTION 1. The City Code of the City of New Prague is hereby amended by adding a new Chapter 96 titled Municipal Yard Waste Site pertaining to the use of the city’s municipal yard waste site located at 1503 Columbus Ave. N.

SECTION 2. Chapter 96 Titled Municipal Yard Waste Site will read as follows:

Title IX General Regulations

Chapter 96: Municipal Yard Waste Site

§ 96.01 PURPOSE

The City Council finds that it is necessary to provide for regulations pertaining to the use of the City’s Municipal Yard Waste Site to prevent illegal use, including illicit dumping and use by non-city residents, and providing penalties for the misuse of the site.

§ 96.02 DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Municipal Yard Waste Site – The City’s yard waste site located at 1503 Columbus Ave. N.

Illicit Dumping – The depositing of unacceptable materials, depositing materials in unauthorized areas, or use of the Municipal Yard Waste Site outside of hours of operation.

City Resident – A person who resides within the City Limits of the City of New Prague.

Authorized Users – City residents of the City of New Prague.

Unauthorized Users – Persons who are not city residents and any commercial/contractor use not through/with the City.

§ 96.03 YARD WASTE SITE USE REGULATIONS

- a. *Hours of Operation.* The New Prague Public Works Director will have full authority to set the hours of operation for the yard waste site, including temporary closings in cases of inclement weather, site maintenance, or other undefined circumstances.

- b. *Acceptable materials.* The city will only accept yard waste (including but not limited to grass clippings, leaves, plants) and clean wood less than six inches in diameter at the municipal yard waste site.

- c. *Unacceptable materials.* Any materials not defined as acceptable materials are considered unacceptable. The following is a non-exhaustive list of unacceptable items at the municipal yard waste site:
 - Stumps;
 - plastic bags;
 - Root balls;
 - Logs or branches greater than six inches in diameter;
 - Materials from outside of the City of New Prague City Limits;
 - Non-organic materials, including but not limited to, rocks, concrete, or plastics;
 - Mixed municipal solid waste or solid waste, including but not limited to mattresses, furniture, appliances, construction debris, electronics;
 - Hazardous substances or chemicals; and
 - Dead animals.

- d. *Prohibition.*
 - (1) Only Authorized Users may use the Municipal Yard Waste Site.
 - (2) Unauthorized Users are prohibited from using or depositing materials at the Municipal Yard Waste Site.
 - (3) No person shall engage in illicit dumping at the Municipal Yard Waste Site.
 - (4) Materials shall be deposited only in designated areas as posted or directed at the site.
 - (5) No Unauthorized User shall enter or use the Municipal Yard Waste Site outside authorized hours of operation or when the site is temporarily closed.
 - (6) Any person violating this section shall be subject to the penalties listed in subsection (e).

e. *Penalties.*

(1) Any person violating this section shall be subject to the following penalties:

- a. First offense, administrative penalty of \$100.
- b. Second offense within 12 months of the first offense, administrative penalty of \$200.
- c. Third offense within 12 months of the second offense, administrative penalty of \$400 and loss of use of the site for 12 additional months from the third offense if an authorized user.

(2) In addition to the above penalties, any person who deposits unacceptable materials shall also be liable for all costs incurred by the City for removal and disposal of said unacceptable materials.

SECTION 3. This Ordinance shall take effect and be in force upon its publication, in accordance with Section 3.13 of the New Prague City Charter.

Introduced to the City Council of the City of New Prague, Minnesota, the ___ day of _____, 2026.

The required 10 days posted notice was completed on the city website and city hall bulletin board on or before _____, 2026.

Adopted by the City Council this ___ of _____, 2026.

EFFECTIVE DATE: Immediately upon its publication in the _____, 2026 New Prague Times.

Charles L. Nickolay, Mayor

State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)
County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)
County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: INTRODUCTION OF ORDINANCE #365 FOR MINOR AMENDMENTS WITHIN THE UNIFIED DEVELOPMENT CODE RELATED TO ASSISTED LIVING FACILITIES AND ACCESSORY BUILDINGS
DATE: JUNE 29, 2026

Since the Unified Development Code (UDC) became effective in late March of 2026, staff noticed two minor amendments that should be addressed relating to assisted living facilities and accessory buildings. The proposed amendments are simple but important. The first change would re-establish assisted living facilities as a conditional use in all residential zoning district instead of being permitted as listed in the UDC. Historically, assisted living facilities have always been conditional uses and no discussion occurring during the UDC discussions to move them to permitted uses, however, that is how they were listed upon adoption earlier this year. The second change relates to accessory buildings in residential districts whereby language was inadvertently included to only state that accessory buildings 200 sq. ft. or less were subject to the 6’ side yard setback, 10’ alley setback or 20’ front access. The proposed amendment would clarify that those setbacks include all accessory buildings and not just those 200 sq. ft. or under which has historically been what the City has required.

The Planning Commission reviewed the proposed changes at the May 27th and June 24th Planning Commission Meetings. A public hearing was scheduled and held at the meeting on June 24th. During the public meeting, no public comments were received and the Planning Commission voted unanimously (4-0) to recommend that the City Council adopt the proposed amendments.

Recommendation

Staff recommends that the City Council conduct a first reading and approve the introduction of Ordinance #365 for minor amendments to the UDC.

ORDINANCE NO. 365

CITY OF NEW PRAGUE

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE UNIFIED DEVELOPMENT CODE RELATED TO ASSISTED LIVING FACILITIES AND ACCESSORY BUILDINGS

WHEREAS, the Planning Commission on June 24th, 2026 held a public hearing regarding the proposed unified development code amendments relating to assisted living facilities and accessory buildings and forwarded a recommendation to the City Council for consideration of approval of said amendments; and,

The City of New Prague Ordains:

SECTION 1. The Section 5001 Use Chart and Section 6.002(E)(1)(b) of the City of New Unified Development Code are amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

5.001 Use Chart

Assisted living facilities are a ~~permitted~~ conditional use in the R-1, R-2, R-3, RM, and RH Zoning Districts.

6.002 (E) (1) (b) Accessory buildings and structures in residential districts.

Accessory buildings are permitted in any rear or side yard. Accessory buildings ~~which are 200 square feet or less~~ shall not be erected within six (6) feet of any lot line or ten (10) feet from any alley and provide a minimum of 20 feet of direct access to the entrance.

SECTION 2. This ordinance shall take effect and be in force after its passage and upon its publication, in accordance with Section 3.13 of the City Charter.

Introduced to the City Council of the City of New Prague, Minnesota, this 6th day of July, 2026.

The required 10 days posted notice was completed on the City Website and City Hall Bulletin Board on July 7th, 2026.

Passed by the City Council of the City of New Prague, Minnesota, the 20th day of July, 2026, and to be published on the 30th day of July, 2026.

Charles L. Nickolay, Mayor

State of Minnesota)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

State of Minnesota)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kenneth D. Ondich
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
EVAN C. GARIEPY, PLANNER
SUBJECT: PUBLIC HEARING FOR MINOR MISCELLANEOUS UNIFIED
DEVELOPMENT CODE AMENDMENTS
DATE: JUNE 18TH, 2026

At the May 27th Planning Commission meeting, staff presented two minor miscellaneous proposed changes to the Unified Development Code. These two changes were errors that were missed when updating the former Zoning/Subdivision Ordinance into the UDC. The proposed amendments would be changing the contents of the UDC to be the same as the former Zoning Ordinance, as they were unintended changes.

The Planning Commission motioned for a public hearing to be scheduled for the June 24th, 2026 Planning Commission meeting. Notice regarding the hearing has been posted at City Hall and been published in the New Prague times. Staff has not received any public comment regarding the proposed changes.

Proposed Amendments

Proposed deletions are ~~struck out~~, and proposed additions are underlined.

5.001 Use Chart

Assisted living facilities are a ~~permitted~~ conditional use in the R-1, R-2, R-3, RM, and RH Zoning Districts.

6.002 (E) (1) (b) Accessory buildings and structures in residential districts.

Accessory buildings are permitted in any rear or side yard. Accessory buildings ~~which are 200 square feet or less~~ shall not be erected within six (6) feet of any lot line or ten (10) feet from any alley and provide a minimum of 20 feet of direct access to the entrance.

Recommendation

Staff recommends that the Planning Commission holds the required public hearing on June 24th, 2026, to gather public input and to forward a recommendation on the proposed amendment to the City Council for consideration at their July 6th, 2026 meeting.



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
EVAN C. GARIEPY, PLANNER
SUBJECT: PLANNING COMMISSION SUMMARY - REQUEST FOR CONDITIONAL USE PERMIT #C1-2026 TO PERMIT A CANNABIS CULTIVATION BUSINESS IN THE MILL PROPERTY AT 100 2ND AVE SW IN THE I-1 LIGHT INDUSTRIAL ZONING DISTRICT, AS PROPOSED BY BOLD NORTH HEMP, LLC.
DATE: JUNE 29TH, 2026

Planning Commission Summary

The Planning Commission heard the above Conditional Use Permit (CUP) request at their June 24th meeting. The applicant, Bold North Hemp, LLC, is requesting a CUP to allow for a cannabis cultivation business out of the old mill property. The specific site within the building would be located at 206 2nd Ave SW, directly north of the 2 If By Sea Tactical gun range and south of the “mall” portion of the mill building.

Cannabis cultivation is a conditional use within the I-1 Light Industrial Zoning District. The applicant has a preliminary approval from the Office of Cannabis Management (OCM) for a state license. There would be no cannabis retail at the site. There would be no internal connection between the site and other parts of the mill. The site would have 24/7 security, odor mitigation technology, and would haul away all cultivation-related wastewater. Final occupancy of the site would require final approval from the OCM and a certificate of occupancy from the City following obtaining a building permit and all required inspections.

The applicant’s representatives spoke at the Planning Commission meeting and provided clarification for what the OCM requires regarding security and operation, which is also outlined in the attachment that was directly provided by the OCM. The applicants operate multiple other cannabis cultivation businesses, and work with a contractor who has opened multiple businesses between both Minnesota and Michigan. Austin Reville (2 If By Sea Tactical) stated he is not in support of the proposed business, and no other public comments were received by Staff or at the public hearing.

The Planning Commission recommended approval of the Conditional Use Permit on a unanimous vote (4-0) based on the eight findings and seventeen conditions listed in the staff report and attached resolution.

Staff Recommendation

Staff recommends approval of the attached resolution “...Approving Conditional Use Permit (#C1-2026)...”.

RESOLUTION #CC-26-07-06-01

**RESOLUTION OF THE NEW PRAGUE CITY COUNCIL APPROVING
CONDITIONAL USE PERMIT #C1-2026 TO ALLOW FOR A CANNABIS
CULTIVATION BUSINESS AT 100 2ND AVE SW IN THE I-1 LIGHT INDUSTRIAL
ZONING DISTRICT, AS PROPOSED BY BOLD NORTH HEMP, LLC.**

WHEREAS, Bold North Hemp, LLC, applicant, regarding the following real estate in the County of Le Sueur to wit:

See Attachment A.

is requesting a Conditional Use Permit to allow for a cannabis cultivation business in the I-1 Light Industrial Zoning District in the old mill property, which has the address of 100 2nd Ave SW, at the specific business address of 206 2nd Ave SW; and,

WHEREAS, the New Prague Planning Commission has finished a review of the application and made a report pertaining to said request (#C1-2026), a copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 24th day of June, 2026, following property notice held a public hearing regarding the request, and following due consideration of presented testimony and information, voted **unanimously (4-0)** to forward the matter to the City Council with a recommendation for approval subject to the findings and conditions contained in staff report #C1-2026 and as amended at the Planning Commission Meeting; and,

WHEREAS, the New Prague City Council finds the following for the Conditional Use Permit:

- A. The proposed use will not create an excessive burden on existing parks, schools, streets, and other public facilities which serve the area because of the limited staffing that the building will employ, because the proposed use will not have an impact on wastewater beyond the typical office wastewater amounts, and because the building will not have any retail creating traffic from customers.
- B. The proposed use will be sufficiently compatible with adjacent residentially zoned or used land as to not depreciate existing homes or vacant land because it will have minimal impacts to the exterior of the existing mill building, and odor mitigation technology will be utilized such as to not create a nuisance from the smell of cannabis, with additional conditions applied in case the odor mitigation technology is not sufficient.
- C. The proposed use will not have an adverse effect upon adjacent residential properties as it will have a minimal impact on the exterior of the existing mill building, and odor

mitigation technology will be utilized such as to not create a nuisance from the smell of cannabis, with additional conditions applied in case the odor mitigation technology is not sufficient.

- D. The proposed use is reasonably related to the overall needs of the City and to existing land use as cannabis cultivation is a conditional use in the I1 Light Industrial Zoning District, and it will promote business in-fill in a portion of the Old Mill that is otherwise currently unutilized.
- E. The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district it is in as cannabis cultivation is a conditional use within the I1 Light Industrial Zoning District.
- F. The proposed use is consistent with the Comprehensive Plan as the property is guided as Light Industrial within the Comprehensive Plan.
- G. The proposed use will not cause traffic hazard or congestion as the proposed use will have relatively few employees, and would not have daily or weekly shipping and receiving outside of a short harvesting period four times a year, which is still at a lower volume than would cause traffic hazard or congestion.
- H. The proposed use will have adequate utilities, access roads, drainage, and necessary facilities because the proposed use will not create a significant increase on traffic, they will haul out cultivation-related wastewater rather than send it to the City's wastewater treatment plant, and because the facility has adequate electric and water facilities with additional conditions imposed stating that they must continue to haul out wastewater and follow all best management practices and that they must pay all costs associated with establishing electrical services.

WHEREAS, the New Prague City Council approves the request for a Conditional Use Permit with the following conditions:

- 1. Approval of this Conditional Use Permit is contingent upon proof of a valid final license from the Minnesota Office of Cannabis Management prior to operation. Failure to operate in compliance with Minnesota Statutes and Rules governing cannabis microbusinesses shall be grounds for termination of this Conditional Use Permit.
- 2. If the license from the Office of Cannabis Management for this property is ever to be revoked or suspended, the City will proceed with revocation of this Conditional Use Permit.
- 3. The property must meet all requirements of the Building Official and of the Minnesota State Building code prior to occupancy and operation.
- 4. All recommendations of the City Engineer, Public Works Department, Utilities Department, Building Official, Police Department, and Fire Department must be complied with prior to final occupancy of the site.
- 5. The property must be in compliance with Minnesota State Rule 9810.1500 as it may be amended from time to time, and any other federal, state, or local laws concerning security at a cannabis business, at all times.
- 6. Retail sale of cannabis at the site is prohibited.
- 7. Access to all trash receptacles shall be locked and secured at all times.
- 8. All activities shall be fully contained within the structure. No outdoor activities or exterior storage is permitted without amendments to this Conditional Use Permit.

9. Prior to operation and final occupancy of the site, the applicant shall set up a pretreatment agreement with the New Prague Public Works Department regarding the water usage of the site.
10. All wastewater that is created from cannabis cultivation activities, which includes but is not limited to the growing, watering, fertilizing, drying, and processing of cannabis, shall be stored and hauled away rather than sent to the municipal wastewater treatment plant.
11. The site shall, at all operating hours, be open to inspection by the City Public Works Department, Utilities Department, Building Official, Police Department, Fire Department, and any other duly authorized representatives of the City to determine whether this Conditional Use Permit and all other rules, laws, and regulations are being observed.
12. The applicant shall be responsible for all fees and costs incurred by the City for any establishment of electrical service to the site.
13. The installed odor mitigation system must follow all manufacturer required maintenance for the system, and the applicant must provide the name and contact information of an on-site contact to respond within 3 hours to odor complaints received directly at the site or by City Staff.
14. The odor mitigation system must be developed and signed off by a licensed professional engineer or certified industrial hygienist prior to the final certification of occupancy being issued.
15. If five substantiated odor complaints are received by the City within any three month time period, an odor mitigation correction plan must be submitted to the City within 30 days of written notice, which must be approved by City Council. For an odor complaint to be substantiated, the City shall send out all three Staff as follows: the Building Official, Community Development Director, Police Chief, or a representative designated by any of the three to the site, to determine whether there is an unreasonably strong, unavoidable cannabis-related odor that can be detected from the property line of the site. The City Representatives shall then return 3 hours later to determine if the odor has dissipated, at which point, if it has not dissipated or if it has gotten stronger, the Representative shall make note of the substantiated odor complaint and will inform the applicant.
16. The applicant shall reimburse the City for all fees and costs it incurs from processing, reviewing, and acting on the application approved herein, including but not necessarily limited to any fees charged by the City's professional consultants in accordance with established rates.
17. The property shall be subject to all requirements of the New Prague City Code and shall otherwise comply with all other applicable federal, state, and local laws, rules, and regulations.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the request for Conditional Use Permit #C1-2026 to allow for a cannabis cultivation business at 100 2nd Ave SW, as proposed by Bold North Hemp, LLC, is hereby **approved** based on the above findings and with the above conditions.

This Conditional Use Permit is approved, effective immediately upon its passage and without publication.

Passed this 6th day of July, 2026.

Charles L. Nickolay, Mayor

State of Minnesota)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

State of Minnesota)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2026.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Evan C. Gariepy
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401

Attachment A. Legal Description

Legal Description of the Old Mill property in New Prague, Le Sueur County, MN, for C1-2026

Remant Description.

Parcel 1:

Lots 1,2, 3, and 4 in Block No. 4, in the Village (now City) of New Prague, Le Sueur County, Minnesota.

Parcel 2:

Lot 4, Block 26, Syndicate Addition to New Prague, Le Sueur County, Minnesota, together with that part of the North half of the Vacated alley lying West of the Southerly extension of the East line of said Lot 4.

Parcel 3:

Block 22 of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague".

Parcel 4:

Block 23 of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the vacated alley and the North half of vacated "L"street as shown on said Plat.

Parcel 5:

Lots 1 and 2, Block 23-1/2, of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the South half of vacated "L" Street as shown on said Plat.

Parcel 6:

Commencing with the intersection of the County Road with the line of the right of way of the M. & St. L. Ry. Co., on the East side of their track, thence running East 70 feet, thence South 356 feet to a point 75 feet East of the said right of way line, thence west 75 feet to said right of way, thence running North 356 feet to the point of beginning, being in the NW1/4 of NW 1/4 of Sec. 3-112-23, Le Sueur County, Minnesota.

Parcel 7:

The tract of parcel of land lying and being in the County of Le Sueur and State of Minnesota, described as follows, to wit: Beginning at a point on the North line of Section Three (3), Township One Hundred Twelve (112) North, Range Twenty-three (23) West, said point being distant East, One Hundred Fifty (150) feet, measured along said section line from the original centerline of the Railways main track; thence Southwardly Four Hundred Nine and Five-Tenths (409.5) feet, to a point distant Easterly Sixty-Seven and Ninety-seven Hundredths (67.97) feet, measured at right angles thereto, from said centerline of main track, thence Northwardly, parallel with said centerline of main track, Three Hundred Seven and One-Tenth, (307.1) feet; thence eastwardly at right angles, Three and Six Tenths (3.6) feet; thence Northwardly about One Hundred (100) feet to a point on said Section line distant West Sixty-Nine and Seventy-Three Hundredths (69.73) feet from the point of beginning; thence East, upon and along said Section line Sixty-Nine and Seventy-three Hundredths (69.73) feet to the point of beginning.

Parcel 8:

That part of the NW1/4 NW1/4 of Section 3, Township 112 North, Range 23 West, City of New Prague, Le Sueur County, Minnesota, described as follows: Commencing at the intersection of the centerline of main track of the Union Pacific Railroad Company and the North line of Section 3; thence N. 90 degrees 00 minutes 00 seconds E. (assumed bearing) along the North line of Section 3, a distance of 150.00 feet; thence S. 07 degrees 06 minutes 51 seconds W., 409.64 feet to a point distant 67.97 feet Easterly of and measured at right angles from the centerline of said main track; thence N. 04 degrees 22 minutes 30 seconds W., parallel with the centerline of said main track, 307.10 feet; thence N. 85 degrees 37 minutes 30 seconds E., 3.60 feet; thence N. 00 degrees 28 minutes 52 seconds E., 67.01 feet to the Southerly right of way line of State Highway No. 19 (Main Street); thence N. 90 degrees 00 minutes 00 seconds W., along said right of way line, a distance of 27.32 feet to a point distant 50.00 feet Easterly of and measured at right angles to the centerline of said main track; thence S. 04 degrees 22 minutes 30 seconds E., parallel

with the centerline of said main track, 464.37 feet; thence N. 07 degrees 06 minutes 51 seconds E 464.37 feet to the point of beginning.

EXCEPTING THEREFROM

That part of Block 23 of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the vacated alley and the North half of vacated "L" street as shown on said Plat and that part of Lots 1 and 2, Block 23-1/2, of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the South half of vacated "L" Street as shown on said Plat, City of New Prague, Minnesota, described as follows: Beginning at the southeast corner of said Lot 1, Block 23-1/2, Beans Re-Arrangement of Blocks 22 and 23, Syndicate Addition to New Prague; thence North 00 degrees 39 minutes 45 seconds West on the east line of said Block 23-1/2, Vacated L Street and Block 22, a distance of 216.55 feet; thence North 88 degrees 24 minutes 33 seconds West, a distance of 198.00 feet; thence South 11 degrees 56 minutes 39 seconds West, a distance of 225.00 feet to the south line of said Block 23-1/2; thence South 89 degrees 33 minutes 33 seconds East on said south line, a distance of 247.00 feet to the point of beginning.



Pre-Licensure Inspection List

***Disclaimer:** The Office of Cannabis Management (OCM) is providing a list of items likely to be inspected as a part of a pre-license inspection. This list may not be exhaustive of all items that the office will be inspecting during a pre-license inspection. OCM is tasked with inspecting the entire premises of a cannabis business and is in no way limited in its authority to inspect any and all parts of a cannabis business. This list is based on requirements in Minnesota Rules (M.R.), chapter 9810, and Minnesota Statutes (M.S.), chapter 342.*

License type: microbusiness / mezzobusiness

Endorsements and activity types available:

- Adult-use cultivation endorsement**
 - o (M.S. § 342.28, subd. 6) (M.S. § 342.29, subd. 5)
- Medical cultivation endorsement**
 - o [M.S. § 342.51, subd. 1(b)1]
- Adult-use manufacturing activity**
 - o (M.S. § 342.28, subd. 1) (M.S. § 342.29, subd. 1)
- Edible cannabinoid product handler endorsement**
 - o [M.S. § 342.07, subd. 3]
- Extraction and concentration endorsement**
 - o (M.S. § 342.28, subd. 7) (M.S. § 342.29, subd. 6)
- Medical cannabis processor activity**
 - o [M.S. § 342.51, subd. 1(d)1]
- Production of consumer products endorsement**
 - o (M.S. § 342.28, subd. 8) (M.S. § 342.29, subd. 7)
- Internal transport activity**
 - o (M.S. § 342.28, subd. 11) (M.S. § 342.29, subd. 10)
- Adult-use cannabis retailer endorsement**
 - o (M.S. § 342.28, subd. 9) (M.S. § 342.29, subd. 8)
- Medical cannabis retailer endorsement**
 - o [M.S. § 342.51, subd. 1(f-g)]
- On-site consumption endorsement** *(only available for microbusinesses)*
 - o (M.S. § 342.28, subd. 10)
- Research activity** *(higher education institution) (only available for microbusinesses)*
 - o [M.S. § 342.28, subd. 1(a)]

Not all questions will apply; requirements will vary based on what endorsements and activity types you selected in your application.

On-site inspection list

All activities

Facility/property

- **Is the license holder included on the most recent monthly notice by the Minnesota Department of Revenue (DOR) for “Posting of Tax Delinquency”?**
 - (M.S. § 270C.726, subd. 1)
- **How does the license holder ensure they do not make any sales or deliveries to another licensee that is included on the most recent monthly notice by the Minnesota DOR for “Posting of Tax Delinquency”?**
 - (M.S. § 270C.726, subd. 2)
- **Does the building have a certificate of occupancy?**
 - [M.R. P. 9810.1100, subp. 6(B)]
 - **If no, proceed through the next four questions (one of these must be yes to pass).**
 - **Has the municipality waived the requirement?**
 - **Does the applicant have a letter or certification from the municipality that the building does not need a certificate of occupancy?**
 - **Does the applicant have a letter or certification from the municipality or third-party certifier that the building meets all codes?**
 - **Is the building exempt under an “agricultural building” designation?**
- **Is there at least one toilet facility located on the premises in a completely enclosed room with a tight-fitting and self-closing door?**
 - [M.R. P. 9810.1100, subp. 6(A)]
- **Does the product storage area allow regulated products to be stored at least six inches above the ground?**
 - (M.R. P. 9810.1104, subp. 2)
- **Is the product storage area clean, well ventilated, and free from condensation, sewage, dust, dirt, pests, chemicals, and other contaminants?**
 - (M.R. P. 9810.1104, subp. 2)
- **Is the product storage area locked?**
 - (M.R. P. 9810.1104, subp. 3)
- **Does the product storage area have a posted sign at the entrance stating “Restricted access. Authorized personnel only”?**
 - (M.R. P. 9810.1104, subp. 3)

Security

- **Is security provided at the business premises, including at minimum: alarm system, video surveillance, lighting locks, and an immediate response protocol that must be initiated within 30 minutes after a security event occurs?**
 - [M.R. P. 9810.1500, subp. 1(A)] and [M.R. P. 9810.1500, subp. 2(A)(1-5)]
- **Does the business have effective security measures to guard against product theft?**
 - [M.R. P. 9810.1500, subp. 5(A)]
- **Does the business have effective security measures to guard against product diversion?**
 - [M.R. P. 9810.1500, subp. 5(B)]

- **Does the business have effective security measures to guard against unauthorized access to the premises?**
 - [M.R. P. 9810.1500, subp. 7(A)]
- **Does the business have effective security measures to guard against unauthorized access to motor vehicles used in the transport or delivery of cannabis or cannabis products?**
 - [M.R. P. 9810.1500, subp. 7(B)]
- **Does the business have effective security measures to guard against unauthorized access to electronic business and customer records created and maintained by the business?**
 - [M.R. P. 9810.1500, subp. 7(C)]
- **Does the business have effective security measures to guard against unauthorized access to paper records created and maintained by the business?**
 - [M.R. P. 9810.1500, subp. 7(D)]
- **Is there an alarm system in good working order?**
 - [M.R. P. 9810.1500, subp. 8(A)]
- **Is the alarm system active 24 hours per day, seven days per week?**
 - [M.R. P. 9810.1500, subp. 8(A)]
- **Is the alarm system monitored by a contracted security company or a worker employed by the business?**
 - [M.R. P. 9810.1500, subp. 8(A)]
- **Does the alarm system provide immediate alerts to the business and local law enforcement for any unauthorized breach of the premises or a system failure?**
 - [M.R. P. 9810.1500, subp. 8(A)(1)]
- **Does the alarm system provide immediate alerts to the business and local law enforcement for any hazardous conditions detected on the premises?**
 - [M.R. P. 9810.1500, subp. 8(A)(2)]
- **Does the alarm system have a backup system that activates immediately and automatically upon the loss of electricity, and alerts authorized personnel of the loss of electricity?**
 - [M.R. P. 9810.1500, subp. 8(A)(3)]
- **Does the alarm system have an audible alarm capable of being heard by an individual within a 100-foot radius from entrances and exits?**
 - [M.R. P. 9810.1500, subp. 8(A)(4)]
- **Does the alarm system have the capability to remotely disable the audio alarm by authorized personnel?**
 - [M.R. P. 9810.1500, subp. 8(A)(5)]
- **Is there an operational video surveillance system on the premises?**
 - [M.R. P. 9810.1500, subp. 9(A)]
- **Is the video surveillance system active 24 hours per day, seven days per week?**
 - [M.R. P. 9810.1500, subp. 9(B)]
- **Does the video surveillance system include cameras that are placed in locations to allow clear recording of activity within a radius of at least 20 feet from all points of entry and exit?**
 - [M.R. P. 9810.1500, subp. 9(C)(1)]
- **Does the video surveillance system include cameras affixed to the exterior and interior of the premises to identify individuals entering and exiting the premises, limited-access areas, and restricted-access areas?**
 - [M.R. P. 9810.1500, subp. 9(C)(2)]

- **Does the video surveillance system allow viewing of all areas where cannabis is cultivated, manufactured, stored, packaged and labeled, prepared for transfer, displayed, sold, where samples are collected, or where waste is destroyed or made unusable?**
 - [M.R. P. 9810.1500, subp. 9(D)]
- **Does the video surveillance system produce video files that are stored in a secure place for a minimum of 90 days?**
 - [M.R. P. 9810.1500, subp. 9(E)(1)]
- **Do security cameras record at a minimum of 15 frames per second?**
 - [M.R. P. 9810.1500, subp. 9(E)(2)]
- **Do security cameras have a minimum resolution of 720p?**
 - [M.R. P. 9810.1500, subp. 9(E)(3)]
- **Do security cameras have date and time stamps on all recordings?**
 - [M.R. P. 9810.1500, subp. 9(E)(4)]
- **Do security cameras have the capability to continue recording for an additional eight hours during a power outage?**
 - [M.R. P. 9810.1500, subp. 9(E)(5)]
- **Are all video surveillance recordings saved in an industry-standard file format that can be played without the purchase of particular software or equipment?**
 - [M.R. P. 9810.1500, subp. 9(F)(2)]
- **Is there fully functioning lighting in the interior and exterior of the premises?**
 - (M.R. P. 9810.1500, subp. 10)
- **Does lighting permit observers to see and cameras to record any activity in a radius of at least 20 feet around all entrances and exits?**
 - (M.R. P. 9810.1500, subp. 10)
- **Are all external entrances and perimeter windows in good condition?**
 - (M.R. P. 9810.1500, subp. 12)
- **Are all external entrances and perimeter windows lockable with commercial-grade locks?**
 - (M.R. P. 9810.1500, subp. 12)
- **Do all perimeter entry doors have electronic locks and keypads?**
 - (M.R. P. 9810.1500, subp. 12)

Employees and personnel

- **Are there any employees under 21 years of age whose scope of work involves the handling of cannabis plants, cannabis flower, artificially derived cannabinoids, or cannabinoid products?**
 - [M.S. § 342.24, subd. 1(a)]

Operational requirements

- **Does it appear that the business will be conducting any licensed activity in a dwelling (home or residence)?**
 - (M.R. P. 9810.1100, subp. 4)
- **Does the business have a measuring device/equipment (scale)?**
 - (M.R. P. 9810.1100, subp. 7)
- **Is all equipment for weighing and measuring maintained in a sanitary manner that does not contaminate any products?**
 - (M.R. P. 9810.1100, subp. 7)

Manuals, standard operating procedures (SOPs), and record keeping

- **Does the business have SOPs that include the creation and entry of accurate data in the statewide monitoring system?**
 - [M.R. P. 9810.1100, subp. 2(A)(4)]
- **Does the business have SOPs for the safe and sanitary storage of cannabis plants, cannabis flower, and cannabis products, including maintaining the cleanliness of any building or equipment that the business uses to store or display cannabis plants, cannabis flower, and cannabis products?**
 - [M.R. P. 9810.1100, subp. 2(A)(5)]
- **Does the business have SOPs that include the proper segregation and disposal of a regulated product that is damaged, has a broken seal, has been contaminated, has not been sold by the expiration date on the label, or is the subject of a recall?**
 - [M.R. P. 9810.1100, subp. 2(A)(6)]
- **Does the business have SOPs that include the proper designation of authorized personnel for specified duties of the cannabis business or hemp business and the procedure for issuing necessary worker identification for restricted-access areas?**
 - [M.R. P. 9810.1100, subp. 2(A)(7)]
- **Does the business have SOPs that include the proper designation of authorized personnel who have the authority to access, enter, and update private and nonpublic computer data?**
 - [M.R. P. 9810.1100, subp. 2(A)(8)]
- **Does the business have SOPs that include procedures for responding to a security breach, consistent with Minnesota Statutes, chapters 325E.61 and 325E.64?**
 - [M.R. P. 9810.1100, subp. 2(A)(9)]
- **Does the business have written procedures for ensuring the consistent and accurate use of weighing and measuring equipment for mandatory controls and the accurate entry of weights and measurements into the statewide monitoring system?**
 - (M.R. P. 9810.1100, subp. 7)
- **Does the business ensure that a cannabis worker receives annual training that applies to the role, authority, and responsibilities of the cannabis worker?**
 - [M.R. P. 9810.1102, subp. 2(B)]
- **Does the business have annual worker training, including SOPs required under Minnesota Administrative Rules, section 9810.1100, subp. 2A?**
 - [M.R. P. 9810.1102, subp. 2(B)(1)]
- **Does the business have annual worker training including state and federal cannabis laws?**
 - [M.R. P. 9810.1102, subp. 2(B)(2)]
- **Does the business have annual worker training including state and federal laws regarding data privacy and confidentiality?**
 - [M.R. P. 9810.1102, subp. 2(B)(3)]
- **Does the business have annual worker training including the proper use of security measures and controls that have been adopted in compliance with Minnesota Rules, part 9810.1500 and Minnesota Statutes, chapter 342?**
 - [M.R. P. 9810.1102, subp. 2(B)(4)]

- **Does the business have annual worker training, including procedures on responding to an emergency, including a fire, loss of electrical power, robbery, natural disaster, and workplace violence?**
 - [M.R. P. 9810.1102, subp. 2(B)(5)]
- **Does the business have annual worker training, including product recall procedures?**
 - [M.R. P. 9810.1102, subp. 2(B)(6)]
- **Does the business maintain records containing information about each worker who conducts activities authorized by the office, including records that the worker has completed the necessary training?**
 - [M.R. P. 9810.1102, subp. 2(D)]
- **Is each worker provided with information about hazardous materials that may be present on the premises?**
 - [M.R. P. 9810.1102, subp. 3(C)]
- **Is each worker provided with information about procedures for safely handling and operating equipment or tools?**
 - [M.R. P. 9810.1102, subp. 3(D)]
- **Does the business have procedures for storing regulated products in a controlled environment, ensuring that products are free from contamination?**
 - (M.R. P. 9810.1104, subp. 1)
- **Do the business's storage procedures ensure that product storage areas are only used for the storage of regulated products?**
 - [M.R. P. 9810.1104, subp. 1(A)]
- **Are records maintained that describe the date and time of each occasion when a product storage area was accessed, by whom, the name of the individual, and the products that were added or removed from the storage area?**
 - [M.R. P. 9810.1104, subp. 1(B)]
- **Are records maintained for the names and log-in credentials of all Metrc system administrators and system users who have had access within the past 12 months?**
 - (M.R. P. 9810.1301, subp. 8)

If cultivation:

Facility/property

- **Is there pest management protocol that incorporates integrated pest management principles?**
 - [M.R. P. 9810.2000, subp. 3(A)(6)]

Security

- **Are any outdoor cultivation areas enclosed by secure fencing and locked gates?**
 - (M.R. P. 9810.1500, subp. 15)
- **Are any outdoor cultivation areas enclosed by fencing that is at least six feet high?**
 - (M.R. P. 9810.1500, subp. 15)
- **Are any outdoor cultivation areas enclosed by fencing that obscures, or have a cover that obscures the fenced area from being readily viewed from outside the fenced area?**
 - (M.R. P. 9810.1500, subp. 15)
- **Are any outdoor cultivation areas enclosed by fencing that is commercial or security grade?**
 - (M.R. P. 9810.1500, subp. 15)

Operational requirements

- **Is all electrical equipment, including grow lights, cultivation equipment, and packaging equipment suitable for the intended use?**
 - [M.R. P. 9810.2000, subp. 8(C)]
- **Does each production/cultivation area allow authorized individuals to have unobstructed access to, observation of, and ability to conduct an inventory of all plant canopy?**
 - [M.R. P. 9810.2000, subp. 8(D)]
- **Are crop inputs stored in their original containers with original labels intact or in working containers of diluted or prepared applications labeled with information required by Minnesota Statutes, chapters 18B, 18C, and 18D?**
 - [M.R. P. 9810.2000, subp. 11(A)(3)]
- **If the business is cultivating adult-use and medical cannabis on the same premises, are the cultivation areas separate from one another?**
 - [M.R. P. 9810.2000, subp. 14(B)(1)]
- **MICROBUSINESS ONLY: Is the business' total plant canopy 5,000 square feet (indoor) or 0.5 acres (outdoor) or less?**
 - [M.S. § 342.28, subd. 2(a-b)]
- **MEZZOBUSINESS ONLY: Is the business' total plant canopy 15,000 square feet (indoor) or 1.0 acre (outdoor) or less?**
 - [M.S. § 342.29, subd. 2(a-b)]

If manufacturing:

Facility/property

- **Is the manufacturing area completely enclosed and locked, and used only for manufacturing purposes?**
 - [M.S. § 342.26, subd. 2(a)]
- **Do hand-washing facilities have a hot and cold water supply?**
 - [M.R. P. 9810.2102, subp. 10(A)(2)(a)]
- **Do hand-washing facilities include soap and paper towels, sanitary towel service, or an electric hand dryer?**
 - [M.R. P. 9810.2102, subp. 10(A)(2)(b-c)]
- **Is there a ventilation and air-handling system that includes humidity and temperature controls that are adequate for safe processing and sanitary operations?**
 - [M.R. P. 9810.2102, subp. 6(A)(3)]
- **Is manufacturing equipment used exclusively for the manufacture of cannabis products, creation of hemp concentrate, creation of artificially derived cannabinoids, creation of lower-potency hemp edibles, or creation of hemp-derived consumer products?**
 - [M.S. § 342.26, subd. 2(b)]
- **Has OCM been notified of all methods of extraction and concentration intended to be used, along with any volatile chemicals that will be used?**
 - [M.S. § 342.26, subd. 3(b)]
- **Has OCM been notified of all methods of cannabinoid conversion intended to be used, along with any catalysts that will be used?**
 - [M.S. § 342.26, subd. 3(c)]

- **If the business is creating cannabis or hemp concentrate via any method of extraction and concentration, has the business obtained a certification from an independent third-party industrial hygienist or professional engineer approving all electrical, gas, fire suppression, and exhaust systems, and the plan for safe storage and disposal of hazardous substances, including volatile chemicals?**
 - [M.S. § 342.26, subd. 3(d)]
- **Is there separate manufacturing equipment designated for use with cannabis flower, hemp plant parts, and cannabis concentrates received from an unlicensed individual vs. a licensed cannabis business?**
 - [M.S. § 342.26, subd. 3(e)]
- **Does the facility have adequate physical space for all manufacturing, including storage?**
 - [M.R. P. 9810.2102, subp. 6(A)(1)]
- **Are there lighting fixtures adequate for performing manufacturing and sanitation functions in a safe manner?**
 - [M.R. P. 9810.2102, subp. 6(A)(4)]
- **Are floors, walls, and ceilings in the manufacturing area constructed with materials that are easily cleaned and maintained in good repair?**
 - [M.R. P. 9810.2102, subp. 6(A)(5)]
- **Are there hand-washing facilities in all manufacturing areas where unpackaged product is handled?**
 - [M.R. P. 9810.2102, subp. 6(A)(6)]
- **Is screening or another method used to prevent the entry of pests?**
 - [M.R. P. 9810.2102, subp. 10(C)(1)]
- **Are all toxic cleaning compounds, sanitizing agents, and other potentially harmful chemicals stored in a separate location away from regulated products?**
 - [M.R. P. 9810.2102, subp. 10(D)]

Operational requirements

- **Is manufacturing activity taking place outside of areas identified in the manufacturing plan?**
 - [M.R. P. 9810.2102, subp. 4(A)]
- **Are all solvents safe for human consumption and approved for use by the FDA?**
 - [M.R. P. 9810.2102, subp. 9(A)(1)]
- **Are all inputs and ingredients stored in original containers with original labels intact, or in working containers of diluted or prepared applications labeled with required information?**
 - [M.R. P. 9810.2102, subp. 9(A)(4)]
- **Is all extraction and concentration equipment designed to consistently function, operate safely, and provide sanitary production conditions?**
 - (M.R. P. 9810.2205, subp. 1)
- **If performing extraction and concentration, are all manufacturing systems certified by an industrial hygienist or a professional engineer qualified to conduct the certification?**
 - (M.R. P. 9810.2205, subp. 1)
- **If applicable, did the certification of manufacturing systems include assessment of all electrical, gas, fire suppression, and exhaust systems in the facility?**
 - [M.R. P. 9810.2205, subp. 1(B)(1)]

- **Did the certification of manufacturing systems include assessment of the facility’s plan for safe storage and disposal of hazardous substances and volatile chemicals?**
 - [M.R. P. 9810.2205, subp. 1(B)(2)]
- **If regulated products will be sold to consumers on the premises, is there a fence or other adequate security measure to separate customer areas from limited-access areas?**
 - [M.R. P. 9810.2102, subp. 6(B)]

If retail:

Medical retail endorsement

If the applicant has a licensed pharmacist or certified medical cannabis consultant, complete one of the following fields.

- **Pharmacist credentials:** license number, license issue date, license expiration date
- **Certified medical cannabis consultants:** certification number, city, county

Minnesota Statutes, section 151.72 registration

- **Are they manufacturing hemp-derived cannabinoid products (HCDPs) under Minnesota Statutes, section 151.72?**
- **Do they have HCDPs for sale under Minnesota Statutes, section 151.72?**
- **Are they wholesaling or warehousing HCDPs under Minnesota Statutes, section 151.72?**
- **Are the products compliant with Minnesota Statutes, chapter 342, and if not, what is the business’ plan to either cease sale or update them?**
 - (M.S. § 342.26, subd. 4)

Facility/property

- **Is there a designated retail area? And is there a method to prevent visibility of products from outside the retail location?**
 - (M.S. § 342.27, subd. 5) and [M.S. § 342.32, subd. 3(2)]
- **Are all entrances to restricted-access areas marked with conspicuous signage that states “WARNING: RESTRICTED AREA, AUTHORIZED PERSONNEL ONLY”?**
 - [M.R. P. 9810.2501, subp. 3(C)]
- **Is the facility clean and in sanitary condition, free from infestation by insects, rodents, or other pests?**
 - [M.S. § 342.27, subp. 8(b)]
- **Is a notice posted stating that operating a motor vehicle under the influence of intoxicating cannabinoids is illegal?**
 - [M.S. § 342.27, subd. 6(2)] and (M.S. § 342.46, subd. 9)
- **Is a notice posted stating that cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products are only intended for consumption by individuals who are at least 21 years of age?**
 - [M.S. § 342.27, subd. 6(3)] and (M.S. § 342.46, subd. 9)
- **Does the facility contain a drive-through window?**
 - [M.S. §342.27 Subd. 12(4)]
- **Does the facility contain vending machines for the dispensing of cannabis plants, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products?**
 - [M.S. § 342.27, subd. 12(5)]

- **Is the retail area kept in a clean and sanitary condition?**
 - (M.R. P. 9810.2500, subp. 2)
- **Does the retail area have ventilation and filtration for odor control as required by state and local law?**
 - [M.R. P. 9810.2500, subp. 2(A)]
- **Does the retail area include a point-of-sale system that is integrated with Metrc?**
 - [M.R. P. 9810.2501, subp. 1(B)]
- **Does each point of ingress into the retail area have conspicuous signage with the statement “No persons under 21 allowed”?**
 - [M.R. P. 9810.2501, subp. 1(C)]

Operational requirements

- **Does the business have procedures for preventing theft of product display samples, treatment of samples as contaminated products, and destruction schedules for samples?**
 - (M.R. P. 9810.2501, subp. 4)
- **Does the business have procedures for how they will handle pre-orders via phone or internet, including age verification, inspection of customer ID at time of sale, accepted forms of payment, and data collection information and security?**
 - (M.R. P. 9810.2501, subp. 5)
- **Does the business have procedures for confirming an individual is enrolled in the patient registry before initiating a sale of medical cannabis?**
 - (M.R. P. 9810.2502, subp. 2)
- **Does the business have procedures for how they will ensure a patient has completed a patient self-evaluation when first purchasing a medical cannabis product and every three months thereafter?**
 - (M.R. P. 9810.2502, subp. 4)
- **Does the business have procedures for how they will ensure compliance with the requirements for patient consultation and patient-specific labeling for medical cannabis sales?**
 - (M.R. P. 9810.2502, subps. 5-6)

Manuals, SOPs, and record keeping

- **Does the business have an SOP for handling fraudulent identification documents as required under Minnesota Statutes, section 342.27, subd. 4?**
 - (M.R. P. 9810.2500, subp. 3)

Retail operations with on-site consumption endorsement (microbusiness only)

- **Is the on-site consumption area definite and distinct from all other areas of the microbusiness and accessed through a distinct entrance?**
 - [M.S. § 342.28, subd. 10(b)]
- **Does the business have procedures to prevent any individuals who are under the age of 21 from entering the on-site consumption area?**
 - [M.S. § 342.28, subd. 10 h(2)]

- **For products that are served outside of their original containers for on-site consumption, is the required labeling being provided by the business to customers?**
 - [M.S. § 342.28, subd. 10(d)]
- **Are the display and consumption of any edible cannabis product or lower-potency hemp edibles visible from outside of the licensed premises of the business?**
 - [M.S. § 342.28, subd. 10(f)]
- **Does the business have a policy on the safe handling and service of THC products to prevent service to anyone who is visibly intoxicated?**
 - [M.S. § 342.28, subd. 10(h)(3)]
- **Are there any sales or consumption of alcohol taking place on the premises?**
 - [M.S. § 342.28, subd. 10(h)(4)]
- **Does the business ensure edible cannabis products or lower-potency hemp edibles sold in the on-site consumption area are not removed from that area?**
 - [M.S. § 342.28, subd. 10(h)(6)]
- **Is there any smoking or vaping taking place on the premises?**
 - [M.S. § 342.28, subd. 10(h)(7)]
- **Is the business distributing or allowing free samples of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products?**
 - [M.S. § 342.28, subd. 10(h)(8)]

Retail operations with deli-style cannabis flower sales (adult-use or medical)

- **Is the business selling cannabis flower deli-style? If no, skip this section.**
- **Does the business follow their SOPs for deli-style cannabis flower sales related to batch storage and display, product tracking and tracing, and flower handling and weighing?**
 - (M.S. § 342.27, subd. 5) (M.R. P. 9810.1100, subp. 7) (M.R. P. 9810.1401, subp. 2)
- **Does the business place each deli-style order into packaging with compliant batch-specific labeling at the final point of sale?**
- **If yes, is the scale used to weigh flower for deli-style sales calibrated according to the business's SOPs and compliant with the retail requirements of the Minnesota Department of Commerce, Division of Weights and Measures?**
 - (M.R. P. 9810.1100, subp. 7)
- **Does the business properly record deli-style cannabis flower sales in the statewide tracking system according to their SOPs?**
 - (M.R. P. 9810.1300, subp. 2) (M.R. P. 9810.1302, subp. 2)
- **Does the business have safety measures in place that the business will have in place to ensure that deli-style cannabis flower is provided in a safe and sanitary manner?**
 - (M.R. P. 9810.1100, subp. 7) (M.R. P. 9810.2500, subp. 2)

Vehicle disclosure form review (if applicable)

- **Confirm the following characteristics of the vehicle's product storage feature: lockable, secured to the vehicle and non-removable, ensuring that regulated products are not visible from outside the vehicle.**
 - [M.R. P. 9810.1500, subp. 17(B)(1)] (M.S. § 342.36, subd. 3) (M.S. § 342.42, subd. 5)
- **If the vehicle utilizes the entire cargo bay, cargo area, or trunk for regulated product storage, does it have the following:**
 - **Locking mechanism with a lock or keypad separate from the vehicle's door locks.**

- Storage that is inaccessible from the driver and passenger areas of the vehicle.
 - An exterior that ensures no regulated products are visible from outside the vehicle.
 - [M.R. P. 9810.1500, subp. 17(B)(1)] (M.S. § 342.36, subd. 3) (M.S. § 342.42, subd. 5)
- Does the vehicle contain any identifying logos or business names that may identify the type of cargo, including in the vehicle’s external paint, on any vehicle wrap or stick-on products, or otherwise directly affixed to the vehicle?
 - (M.R. P. 9810.2300, subp. 7) (M.S. § 342.36, subd. 4) (M.S. § 342.42, subd. 6)
- Is the vehicle equipped with a global positioning system (GPS) tracking device?
 - [M.R. P. 9810.1500, subp. 17(B)(2)]
- Is the GPS tracking device capable of operating regardless of if the vehicle’s engine is running?
 - [M.R. P. 9810.1500, subp. 17(B)(2)]
- Is the GPS tracking device securely affixed to the vehicle while in operation?
 - [M.R. P. 9810.1500, subp. 17(B)(2)]
- Identify the GPS tracking device brand.
 - [M.R. P. 9810.1500, subp. 17(B)(2)]
- Is the GPS tracking device capable of storing data for at least 30 days?
 - [M.R. P. 9810.1500, subp. 17(B)(2)]
- Is the Minnesota/U.S. DOT license number visible on the outside of the vehicle? [If applicable. (Applicable if GVW is over 10k or transporting products for others.)]
 - (M.R. P. 9810.2300, subp.1) (M.R. P. 9810.2600, subp. 1)
- Does the vehicle contain functioning heating and air conditioning systems that maintain temperatures appropriate for storing regulated cannabis products?
 - [M.R. P. 9810.1500, subp. 17(B)(3)]
- Is the vehicle(s) in good working condition, with no defects that prevent the vehicle from being operated in a manner that complies with applicable traffic and safety laws?
 - [M.R. P. 9810.2600, subp. 3(B)(1)]
- Is the vehicle’s security system manufacturer-installed or aftermarket?
 - [M.R. P. 9810.2600, subp. 3(B)(2)]
- Identify the aftermarket security system brand (if applicable).
 - [M.R. P. 9810.2600, subp. 3(B)(2)]
- Describe the secure form of communication equipped in the vehicle at all times.
 - [M.R. P. 9810.1500, subp. 17(B)(5)]
- For each vehicle intended to be used for the transportation of regulated cannabis products, confirm the following information from the Vehicle Disclosure Form:
 - Vehicle make
 - Vehicle model
 - Vehicle year of manufacture
 - Vehicle color
 - Vehicle identification number (VIN)
 - Vehicle license plate number
 - GVW (if applicable)
 - Vehicle Minnesota DOT number (if applicable)
 - (M.S. § 342.41, subd. 2) [M.R. P. 9810.2300, subp. 3(A)(6)]



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KEN ONDICH - COMMUNITY DEVELOPMENT DIRECTOR
EVAN C. GARIEPY - PLANNER
SUBJECT: REQUEST FOR CONDITIONAL USE PERMIT #C1-2026 TO ALLOW FOR A CANNIBIS CULTIVATION BUSINESS, LOCATED AT 100 2ND AVE SW IN THE I1 LIGHT INDUSTRIAL ZONING DISTRICT, AS PROPOSED BY BOLD NORTH HEMP, LLC.
DATE: JUNE 18TH, 2026

Background / History

Bold North Hemp, LLC, is applying to open a cannabis cultivation businesses within the New Prague Mill building, which is a multi-tenant building, located at 100 2nd Ave SW. The proposed business would not include any on-site retail sales, and would solely be for growing cannabis. The portion of the mill to be occupied is the former “dock” space and is directly north of 2 If By Sea Tactical and south of the retail/”mall” portion of the mill. The specific address of the proposed cannabis cultivation business within the mill would be 206 2nd Ave SW.

Cannabis cultivation is a conditional use within the I1 Light Industrial Zoning District. The business would operate under a cannabis microbusiness license (with cultivation endorsement) from the Minnesota State Office of Cannabis Management (OCM). The applicant has a preliminary approval from the OCM for this license, and can only acquire this final license after the business is fully built out, following a thorough inspection by the OCM.

This CUP was applied for in March, prior to the enactment of the UDC. The application will thus be evaluated under the old Zoning Ordinance. The applicant also asked for an extension, thus why this was not considered in March and is being discussed at the June Planning Commission meeting.

Legal Description

See Attachment A.

Attachment B displays the portion of the Mill that will be utilized.

Applicant’s Statement

The applicant was provided multiple questions by Staff regarding the proposed use, which has been attached as Attachment G. Additional comments from the applicant have been noted throughout the staff report. All comments below are from Attachment G.

Regarding specific uses occurring within the building, the applicant stated the following uses for the rooms that are seen on the floor plan, Attachment D:

Flower Rooms: Approximately 2,000 plants for a 5,000 sq ft grow with approximately 500 plants per room. Plants are lined up on tables in flowering beds with mainline water going through the table with feeder tubes to each plant. Multiple rows of overhead lights hung over the plants.

Dry Rooms: A room with multiple hanging racks that the plants are hung from to reduce the moisture.

Cloning Room: Clippings from the mother plant are propagated until they grow large enough to be placed in the flower room.

Mother Room: Mature plants are housed and used for cloning.

Regarding employment at the site, the applicant stated the following:

We estimate that there would be 10-14 employees with a peak shift of 8-10 employees. Seasonal harvest would be an additional 2-3 employees for around 2 weeks every 3 months.

Plan would be for 2 main shifts for the morning and evening. There could be some overnight shifts for security and monitoring plants.

Regarding shipping and deliveries:

Shipping and receiving would not be daily or weekly. They would increase after a harvest to ship product out and receive supplies for the next grow around every 3 months. Deliveries will occur occasionally if supplies are needed during the grow.

Box trucks and vans would mostly be used for shipping and receiving. Security would accompany outgoing product. Security would [not] be used for deliveries.

Neighborhood Conditions

- North – The remainder of the mill. North of Main Street is zoned B1 Central Business.
- South – I1 Light Industrial District, with residential properties to the southeast.
- East – I1 Light Industrial District and B1 Central Business, with residential properties another block east.
- West – The railroad, I1 Light Industrial District, then B3 Highway Commercial just further west.

Zoning District and Performance Standards

The property is zoned I-1 Light Industrial. In the I-1 Light Industrial District, cannabis cultivation is a conditional use per Zoning Ordinance Section 611(4)(N).

The application for the conditional use permit was received on March 20th, 2026. Because of this, the CUP is to be evaluated under the old Zoning Ordinance rather than the new Unified Development Code, which came into effect on March 26th. Under the UDC, the property was included in the West Downtown Overlay District as its new official zoning district.

The City Code Section 121.14 (H) states that cannabis businesses cannot be located within 250 feet of a school. This site meets this requirement, as the closest school, the New Prague Community Education building, is over 1,000 feet away.

Parking Spots

Off-street parking is required within the I-1 Light Industrial Zoning District.

The proposed business would be 12,032 square feet. Of this, 365 square feet will be office space. Per Zoning Ordinance Section 717(2)(P), office space require 1 parking spot per 300 square feet, and warehouse/industrial uses require 1 parking space per 1,000 square feet.

With 365 sq ft of office and 11,667 sq ft of warehouse/industrial, they are required to provide a total of 12 parking spots.

As a conditional use, the City may impose additional parking requirements. The applicant stated that they estimate peak shifts will have 8-10 employees. During seasonal harvests, there would be an additional 2-4 employees for a period of about 2 weeks, which would occur around 4 times a year.

There are currently 52 striped parking stalls in the existing paved parking area, as part of Conditional Use Permit #C5-2023. There were a total of 14 available spaces that are not claimed by 2 If By Sea Tactical, Faith, Recovery, & Music, Fancy Bones Pet Salon, or Velvet Veil Spa, which is also stated in Interim Use Permit #I3-2025.

The applicant stated on 06/03/2026 that they do not plan to add any extra parking spaces at this time, but acknowledged that more can be added in the future if the need arises.

Staff believes that the existing spaces at the mill will be sufficient for the proposed use. If the businesses within the other portions of the mill are to change, the parking for the overall site will have to be reviewed again. This proposed use will leave 2 remaining unclaimed spots at the mill.

WAC/SAC Calculations

The 2026 Metropolitan Council SAC Manual, as amended, is utilized to determine WAC and SAC charges. The actual fees per WAC and SAC credit is stated in the Fee Schedule.

The proposed business would be a total of 12,032 square feet. Of this, 6,224 sq ft is greenhouse area that is not open to the public, 365 sq ft is office space, and the remaining 5,443 sq ft is warehouse.

Greenhouse area not open to the public is charged at 15,000 sq ft per unit, office space is charged at 2,400 sq ft per unit, and warehousing is charged at 7,000 sq ft per unit. This means that the space totals to $.41 + .15 + .77 = 1.33$ units owed.

1.33 units of SAC at \$7,150 = \$9,509.50

1.33 units of WAC at \$1,800 = \$2,394.00

Total WAC/SAC owed = \$11,903.50 at the time the building permit is issued.

It is noted that the former mill site as a whole holds WAC/SAC credits and it’s up to the building owner if they would like to allow the applicant to utilize any credits towards this use. This is a one-time fee. The portion of the mill proposed for use is 12,032 square feet of warehouse, which would carry a credit of 1.72 units.

Exterior

The proposed cannabis cultivation business will have minimal impacts to the exterior of the building. The applicant stated that, to meet ADA accessibility requirements, they are discussing building a ramp in the front door at the north stairs, or converting one of the dock entry doors to be an accessible entry.

There are six overhead doors on the exterior of the building. Four of the doors will be infilled “with CMU [concrete masonry unit] for security purposes and paint them to match.” One of the doors will be utilized as a dock. The other may be used as an accessible entry, as noted prior.

The applicant stated they do not plan to put up any signage or advertising on the building.

Another thing to note regarding the exterior of the mill site is the following note from Resolution #24-04-15-01 approving the Interim Use Permit #I1-2024 for the mill:

WHEREAS, the Planning Commission included a stipulation as part of their motion for approval that the City let ownership know that once they hit 35% occupancy of the building space that they will need to submit to the city an overall “aesthetic, site and building plan” for the property[.]

As the proposed cannabis cultivation use will be utilizing a previously occupied space, rather than a renovated space that was previously unused, staff notes that this condition has not yet been triggered.

Chief of Police Comments and Security Concerns

To address security, the applicant stated the following:

SoLink is the security system that we are using. There would be 100% overlap camera coverage inside and cameras that cover the exterior doors from outside. The security room would have the server and footage storage. All the data saved in that room is also sent to and saved at headquarters in Minnetonka. There will be security on staff.

All access to the building will be through secure doors requiring verified entry like a badge. The north and south doors inside the building would be high security doors that would only be used in case of emergency.

[In addition to the main access door on the NE side of the building,] the north and south doors could be used to escape in the event of an emergency. Another emergency exit on the west side of the building is being suggested to our architect/builder.

There is 100% camera coverage for the facility and all footage is saved for 90 days. The cameras are motion detection capable so they can monitor for any possible breach and notify law enforcement and us.

Minnesota Administrative Rule 9810.1500 mandates security for cannabis businesses, including an alarm system, surveillance, locks, and an immediate response protocol that is initiated within 30 minutes of an event. This Administrative Rule has been attached in its entirety. The applicant must be in compliance with all State statute and rule requirements for security for cannabis businesses.

This rule also requires constant re-testing and inspecting of the security system, lighting, electronic locks and keypads on all exterior doors, employees to carry identification at all times, and secure transportation methods.

Chief of Police Tim Applen noted that the security system looks like it is AI driven and will have full coverage. He also noted that the default length of data storage is 30 days, and that the applicant's security system is for 90 days.

Building Official Comments and Odor Concerns

Building Official Scott Sasse was consulted due to the changes that must occur to the Old Mill building to potentially accommodate a cannabis cultivation business. He inquired about odor control, and the applicant provided information regarding the CleanLeaf air filtration system they will install into the HVAC system.

As described in Attachment E, the Clean Leaf air filtration system will circulate air so that it is filtered multiple times through a 4-stage filtration process. The system is designed to use carbon filters to neutralize the odor, rather than mask it or replace it. Conditions have been proposed as a portion of this Conditional Use Permit that would require the applicant to maintain the air filtration system as recommended by the manufacturer, and the plans must also be developed and signed off by a licensed Professional Engineer or Certified Industrial Hygienist.

As odor complaints are subjective, the City has worked with the City Attorney’s office to impose conditions that will be as objective and comprehensive as possible. The applicant must provide contact information of someone on-site who will be available for odor complaints.

Regarding overall odor control, the following conditions are proposed:

1. The installed odor mitigation system must follow all manufacturer required maintenance for the system, and the applicant must provide the name and contact information of an on-site contact to respond within 3 hours to odor complaints received directly at the site or by City Staff.
2. The odor mitigation system must be developed and signed off by a licensed professional engineer or certified industrial hygienist prior to final certification of occupancy being issued.
3. If five substantiated odor complaints are received by the City within any three month time period, an odor mitigation correction plan must be submitted to the City within 30 days of written notice, which must be approved by City Council. For an odor complaint to be substantiated, the City shall send out all three Staff as follows: the Building Official, Community Development Director, Police Chief, or a representative designated by any of the three to the site, to determine whether there is an unreasonably strong, unavoidable cannabis-related odor that can be detected from the property line of the site. The City Representatives shall then return 3 hours later, to determine if the odor has dissipated, at which point, if it has not dissipated or if it has gotten stronger, the Representative shall make note of the substantiated odor complaint and will inform the applicant.

Prior to occupancy and occupation, the building must meet all requirements of the Building Official and of the Minnesota State Building Code.

Chief of Fire Comments

Chief of Fire Steve Rynda was consulted. He did not have any questions or concerns.

The applicant noted that each enclosed room would have added sprinkler systems, in addition to what is existing at the site.

Utilities Comments

The applicant estimated that 80,000 kWh of electricity and 75,000 gallons of water will be used monthly.

The Utilities General Manager Bruce Reimers was consulted regarding the proposed electric usage and proposed wastewater usage. He stated that the electrical and water needs can be met without any issues. Reimers did note that the applicant will be responsible for any costs associated with establishing new electric service to the site.

Public Works Comments

Regarding wastewater, the applicant stated the following:

[.] Each individual cultivation room will be separately plumbed to collect cultivation-related process and irrigation wastewater. Those lines will be routed through dedicated piping to a dedicated holding tank that will be installed for the facility. The holding tank will be used to collect and store cultivation-related wastewater. The system will be designed so that cultivation/process wastewater is collected and held for proper disposal and is not discharged to the storm sewer, ground surface, or any unauthorized drainage point. Wastewater collected in the tank will be removed by a qualified and properly authorized wastewater hauling company and transported to an approved treatment or disposal facility authorized to accept that wastewater.

Any domestic water, such as restroom or employee-use wastewater, will remain separate from cultivation/process wastewater.

The Public Works Director Matt Rynda and Wastewater Superintendent James Creaghe were consulted regarding the proposed wastewater usage. Due to the fact that the cultivation-related wastewater will be hauled rather than sent to sanitary sewer, they did not have a concern with the proposed wastewater. Creaghe stated that the City should set up a pretreatment agreement with the applicant, with annual inspections to insure that all best management practices are being implemented and followed.

Attorney Comments

Staff spoke with the City’s Attorney’s Office regarding the proposed Conditional Use Permit. Joseph Sathe, an associate attorney with the Attorney’s Office, noted that the City does have the jurisdiction to impose conditions regarding wastewater and odor mitigation. He stated that the City should implement specific protocols if there is an odor complaint received, due to how subjective odor is.

Public Comment and ATF Statement

Austin Reville, an owner of 2 If By Sea Tactical (222 2nd Ave SW), contacted Staff with concerns due to the proximity of the proposed cannabis cultivation business to the existing gun range. He expressed concerns that the Bureau of Alcohol, Tobacco, Firearms, and Explosions (ATF) will increase their inspections and scrutiny on his business.

Staff reached out to Keaton Rommel with the ATF. Rommel stated that the ATF does not have any regulations regarding cannabis, and thus cannot enforce extra inspections or scrutiny upon them unless the locality has additional regulations beyond federal. The City does not have any additional regulations, so this does not apply. Rommel stated that the ATF has no issues or concerns with the proposed use, and it would only be of concern if cannabis was being sold over the same counter as firearms.

Staff has not received any other public comments at the time of writing.

Conditional Use Permit Findings

Section 505 of the Zoning Ordinance states that when granting a conditional use permit the City Council shall make the following findings:

- A. The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area. (The proposed use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve the area because of the limited staffing that the building will employ, because the proposed use will not have an impact on wastewater beyond the typical office wastewater amounts, and because the building will not have any retail creating traffic from customers.)
- B. The use will be sufficiently compatible or separated by distance or screened from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land. (The proposed use will be sufficiently compatible with adjacent residentially zoned or used land as to not depreciate existing homes or vacant land because it will have minimal impacts to the exterior of the existing mill building, and odor mitigation technology will be utilized such as to not create a nuisance from the smell of cannabis, with additional conditions applied in case the odor mitigation technology is not sufficient.)
- C. The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties. (The proposed use will not have an adverse effect upon adjacent residential properties as it will have a minimal impact on the exterior of the existing mill building, and odor mitigation technology will be utilized such as to not create a nuisance from the smell of cannabis, with additional conditions applied in case the odor mitigation technology is not sufficient.)
- D. The use, in the opinion of the City Council, is reasonably related to the overall needs of the City and to the existing land use. (The proposed use is reasonably related to the overall needs of the City and to existing land use as cannabis cultivation is a conditional use in the I1 Light Industrial Zoning District, and it will promote business in-fill in a portion of the Old Mill that is otherwise currently unutilized.)
- E. The use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use. (The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district it is in as cannabis cultivation is a conditional use within the I1 Light Industrial Zoning District.)
- F. The use is not in conflict with the Comprehensive Plan of the City. (The proposed use is consistent with the Comprehensive Plan as the property is guided as Light Industrial within the Comprehensive Plan.)
- G. The use will not cause traffic hazard or congestion. (The proposed use will not cause traffic hazard or congestion as the proposed use will have relatively few employees, and would not have daily or weekly shipping and receiving outside of a short harvesting period four times a year, which is still at a lower volume than would cause traffic hazard or congestion.)
- H. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided. (The proposed use will have adequate utilities, access roads, drainage, and necessary facilities because the proposed use will not create a significant increase on traffic, they will haul out cultivation-related wastewater rather than send it to the City's wastewater treatment plant, and because the facility has adequate electric and water

facilities, with additional conditions imposed stating that they must continue to haul out wastewater and follow all best management practices and that they must pay all costs associated with establishing electrical services.)

- I. Section 505 of the Zoning Ordinance also states that conditions may be placed upon the approval as are considered necessary to protect the public health, safety and welfare. (Conditions have been listed below.)

Staff Recommendation

Staff recommends approval of Conditional Use Permit #C1-2026 to allow a cannabis cultivation business in the mill at 100 2nd Ave SW in the I-1 Light Industrial Zoning District, as proposed by Bold North Hemp, LLC, with the following conditions:

- 1. Approval of this Conditional Use Permit is contingent upon proof of a valid final license from the Minnesota Office of Cannabis Management prior to operation. Failure to operate in compliance with Minnesota Statutes and Rules governing cannabis microbusinesses shall be grounds for termination of this Conditional Use Permit.
- 2. If the license from the Office of Cannabis Management for this property is ever to be revoked or suspended, the City will proceed with revocation of this Conditional Use Permit.
- 3. The property must meet all requirements of the Building Official and of the Minnesota State Building Code prior to occupancy and operation.
- 4. All recommendations of the City Engineer, Public Works Department, Utilities Department, Building Official, Police Department, and Fire Department must be complied with prior to final occupancy of the site.
- 5. The property must be in compliance with Minnesota State Rule 9810.1500 as it may be amended from time to time, and any other federal, state, or local laws concerning security at a cannabis business, at all times.
- 6. Retail sale of cannabis at the site is prohibited.
- 7. Access to all trash receptacles shall be locked and secured at all times.
- 8. All activities shall be fully contained within the structure. No outdoor activities or exterior storage is permitted without amendments to this Conditional Use Permit.
- 9. Prior to operation and final occupancy of the site, the applicant shall set up a pretreatment agreement with the New Prague Public Works Department regarding the water usage of the site.
- 10. All wastewater that is created from cannabis cultivation activities, which includes but is not limited to the growing, watering, fertilizing, drying, and processing of cannabis, shall be stored and hauled away rather than sent to the municipal wastewater treatment plant.
- 11. The site shall, at all operating hours, be open to inspection by the City Public Works Department, Utilities Department, Building Official, Police Department, Fire Department, and any other duly authorized representative of the City to determine whether this Conditional Use Permit and all other rules, laws, and regulations are being observed.
- 12. The applicant shall be responsible for all fees and costs incurred by the City for any establishment of electrical service to the site.

13. The installed odor mitigation system must follow all manufacturer required maintenance for the system, and the applicant must provide the name and contact information of an on-site contact to respond within 3 hours to odor complaints received directly at the site or by City Staff.
14. The odor mitigation system must be developed and signed off by a licensed professional engineer or certified industrial hygienist prior to final certification of occupancy being issued.
15. If five substantiated odor complaints are received by the City within any three month time period, an odor mitigation correction plan must be submitted to the City within 30 days of written notice, which must be approved by City Council. For an odor complaint to be substantiated, the City shall send out all three Staff as follows: the Building Official, Community Development Director, Police Chief, or a representative designated by any of the three to the site, to determine whether there is an unreasonably strong, unavoidable cannabis-related odor that can be detected from the property line of the site. The City Representatives shall then return 3 hours later, to determine if the odor has dissipated, at which point, if it has not dissipated or if it has gotten stronger, the Representative shall make note of the substantiated odor complaint and will inform the applicant.
16. The applicant shall reimburse the City for all fees and costs it incurs for processing, reviewing, and acting on the application approved herein, including but not necessarily limited to any fees charged by the City's professional consultants in accordance with established rates.
17. The property shall be subject to all requirements of the New Prague City Code and shall otherwise comply with all other applicable federal, state, and local laws, rules and regulations.

And making the following findings to approve the conditional use permit:

- A. The proposed use will not create an excessive burden on existing parks, schools, streets, and other public facilities which serve the area because of the limited staffing the building will employ, because the proposed use will not have an impact on wastewater beyond the typical office wastewater amounts, and because the building will not have any retail creating traffic from customers.
- B. The proposed use will be sufficiently compatible with adjacent residentially zoned or used land as to not depreciate existing homes or vacant land because it will have minimal impacts to the exterior of the existing mill building, and odor mitigation technology will be utilized such as to not create a nuisance from the smell of cannabis, with additional conditions applied in case the odor mitigation technology is not sufficient.
- C. The proposed use will not have an adverse effect upon adjacent residential properties as it will have a minimal impact on the exterior of the existing mill building, and odor mitigation technology will be utilized such as to not create a nuisance from the smell of cannabis, with additional conditions applied in case the odor mitigation technology is not sufficient.
- D. The proposed use is reasonably related to the overall needs of the City and to existing land use as cannabis cultivation is a conditional use in the I1 Light Industrial Zoning

District, and it will promote business in-fill in a portion of the Old Mill that is otherwise currently unutilized.

- E. The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district it is in as cannabis cultivation is a conditional use within the I1 Light Industrial Zoning District.
- F. The proposed use is consistent with the Comprehensive Plan as the property is guided as Light Industrial within the Comprehensive Plan.
- G. The proposed use will not cause traffic hazard or congestion as the proposed use will have relatively few employees, and would not have daily or weekly shipping and receiving outside of a short harvesting period four times a year, which is still at a lower volume than would cause traffic hazard or congestion.
- H. The proposed use will have adequate utilities, access roads, drainage, and necessary facilities because the proposed use will not create a significant increase on traffic, they will haul out cultivation-related wastewater rather than send it to the City’s wastewater treatment plant, and because the facility has adequate electric and water facilities, with additional conditions imposed stating that they must continue to haul out wastewater and follow all best management practices and that they must pay all costs associated with establishing electrical services.

Attachments

- Attachment A. Legal description of property – Dated 03/30/2026
- Attachment B. Map of proposed location of business – Dated 03/30/2026
- Attachment C. Map of proposed location with Zoning – Dated 04/09/2026
- Attachment D. Preliminary floorplan of proposed business – Dated 05/26/2026
- Attachment E. CleanLeaf Odor mitigation details – Undated
- Attachment F. MN Statute 9810.1500 regarding security – Downloaded 04/08/2026
- Attachment G. Applicant questions – Dated 04/08/2026 and 06/01/2026
- Attachment H. Pictures of site – Dated 06/11/2026

Attachment A. Legal Description

Legal Description of the Old Mill property in New Prague, Le Sueur County, MN, for C1-2026

Remant Description.

Parcel 1:

Lots 1,2, 3, and 4 in Block No. 4, in the Village (now City) of New Prague, Le Sueur County, Minnesota.

Parcel 2:

Lot 4, Block 26, Syndicate Addition to New Prague, Le Sueur County, Minnesota, together with that part of the North half of the Vacated alley lying West of the Southerly extension of the East line of said Lot 4.

Parcel 3:

Block 22 of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague".

Parcel 4:

Block 23 of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the vacated alley and the North half of vacated "L"street as shown on said Plat.

Parcel 5:

Lots 1 and 2, Block 23-1/2, of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the South half of vacated "L" Street as shown on said Plat.

Parcel 6:

Commencing with the intersection of the County Road with the line of the right of way of the M. & St. L. Ry. Co., on the East side of their track, thence running East 70 feet, thence South 356 feet to a point 75 feet East of the said right of way line, thence west 75 feet to said right of way, thence running North 356 feet to the point of beginning, being in the NW1/4 of NW 1/4 of Sec. 3-112-23, Le Sueur County, Minnesota.

Parcel 7:

The tract of parcel of land lying and being in the County of Le Sueur and State of Minnesota, described as follows, to wit: Beginning at a point on the North line of Section Three (3), Township One Hundred Twelve (112) North, Range Twenty-three (23) West, said point being distant East, One Hundred Fifty (150) feet, measured along said section line from the original centerline of the Railways main track; thence Southwardly Four Hundred Nine and Five-Tenths (409.5) feet, to a point distant Easterly Sixty-Seven and Ninety-seven Hundredths (67.97) feet, measured at right angles thereto, from said centerline of main track, thence Northwardly, parallel with said centerline of main track, Three Hundred Seven and One-Tenth, (307.1) feet; thence eastwardly at right angles, Three and Six Tenths (3.6) feet; thence Northwardly about One Hundred (100) feet to a point on said Section line distant West Sixty-Nine and Seventy-Three Hundredths (69.73) feet from the point of beginning; thence East, upon and along said Section line Sixty-Nine and Seventy-three Hundredths (69.73) feet to the point of beginning.

Parcel 8:

That part of the NW1/4 NW1/4 of Section 3, Township 112 North, Range 23 West, City of New Prague, Le Sueur County, Minnesota, described as follows: Commencing at the intersection of the centerline of main track of the Union Pacific Railroad Company and the North line of Section 3; thence N. 90 degrees 00 minutes 00 seconds E. (assumed bearing) along the North line of Section 3, a distance of 150.00 feet; thence S. 07 degrees 06 minutes 51 seconds W., 409.64 feet to a point distant 67.97 feet Easterly of and measured at right angles from the centerline of said main track; thence N. 04 degrees 22 minutes 30 seconds W., parallel with the centerline of said main track, 307.10 feet; thence N. 85 degrees 37 minutes 30 seconds E., 3.60 feet; thence N. 00 degrees 28 minutes 52 seconds E., 67.01 feet to the Southerly right of way line of State Highway No. 19 (Main Street); thence N. 90 degrees 00 minutes 00 seconds W., along said right of way line, a distance of 27.32 feet to a point distant 50.00 feet Easterly of and measured at right angles to the centerline of said main track; thence S. 04 degrees 22 minutes 30 seconds E., parallel

with the centerline of said main track, 464.37 feet; thence N. 07 degrees 06 minutes 51 seconds E 464.37 feet to the point of beginning.

EXCEPTING THEREFROM

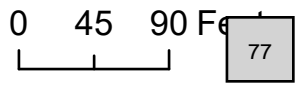
That part of Block 23 of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the vacated alley and the North half of vacated "L" street as shown on said Plat and that part of Lots 1 and 2, Block 23-1/2, of "Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague", together with the South half of vacated "L" Street as shown on said Plat, City of New Prague, Minnesota, described as follows: Beginning at the southeast corner of said Lot 1, Block 23-1/2, Beans Re-Arrangement of Blocks 22 and 23, Syndicate Addition to New Prague; thence North 00 degrees 39 minutes 45 seconds West on the east line of said Block 23-1/2, Vacated L Street and Block 22, a distance of 216.55 feet; thence North 88 degrees 24 minutes 33 seconds West, a distance of 198.00 feet; thence South 11 degrees 56 minutes 39 seconds West, a distance of 225.00 feet to the south line of said Block 23-1/2; thence South 89 degrees 33 minutes 33 seconds East on said south line, a distance of 247.00 feet to the point of beginning.



Location of proposed cannabis cultivation business C1-2026



Map prepared by and provided by the New Prague Planning and Zoning Department. All measures are approximate, and must be confirmed through a survey, locating of property pins, or another verifiable method. The City is not responsible for any inaccuracies or damages. Disclaimer provided pursuant to Minnesota Statutes 466.03 Subdivision 21. Map created March 2026.



Attachment C

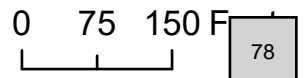
Section 11, Item a.



Proposed cannabis cultivation business C1-2026 Zoning

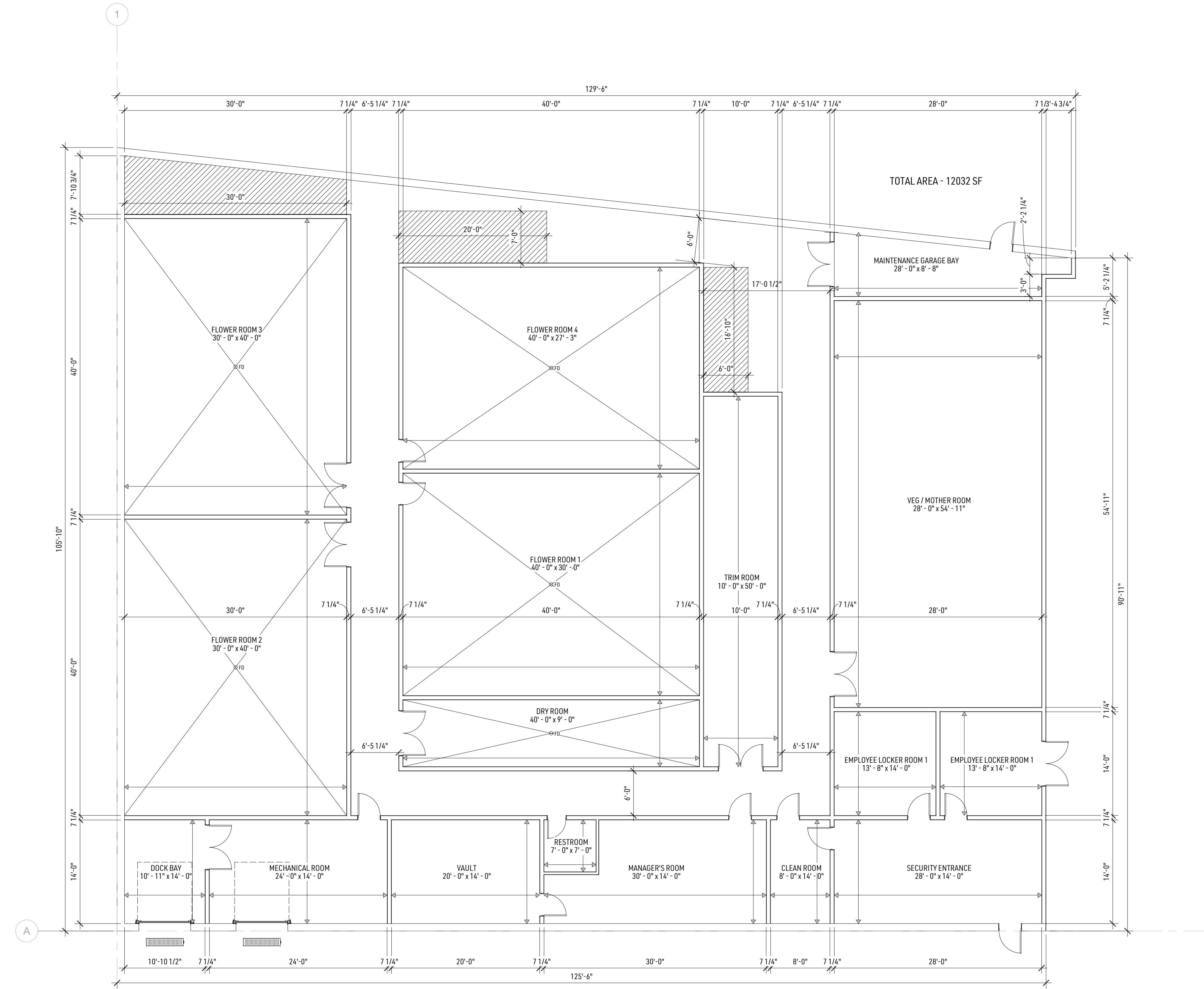


Map prepared by and provided by the New Prague Planning and Zoning Department. All measures are approximate, and must be confirmed through a survey, locating of property pins, or another verifiable method. The City is not responsible for any inaccuracies or damages. Disclaimer provided pursuant to Minnesota Statutes 466.03 Subdivision 21. Map created April 2026.



Attachment D

Attachment D



F1 OVERALL FLOOR PLAN - LEVEL 1
1/8" = 1'-0"

GENERAL NOTES - FLOOR PLANS

- DO NOT SCALE DRAWINGS.
- ALL WORK AND CONSTRUCTION SHALL MEET OR EXCEED ALL APPLICABLE CODES.
- NOTES AND DRAWINGS FOR SYSTEMS AND MATERIALS APPEAR ON MULTIPLE DRAWINGS. REVIEW ALL SHEETS AND SPECIFICATIONS AND APPLY TO RELATED BUILDING COMPONENTS.
- THE CONTRACTOR SHALL SUPPLY ALL LABOR AND MATERIALS WHICH ARE REQUIRED TO COMPLETE THE INSTALLATION OF A SYSTEM OR ELEMENT.
- MATERIALS WHICH ARE SHOWN IN THE DRAWINGS AND WHICH MAY NOT BE SPECIFIED SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. MATERIALS SHALL BE SUITABLE FOR THE INTENDED USE AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S MOST RECENT INSTALLATION INSTRUCTIONS AND COMPLIANT WITH ALL APPLICABLE CODES AND INDUSTRY STANDARDS.
- DETAILS NOT SHOWN ARE ASSUMED TO BE SIMILAR IN CHARACTER TO THOSE SHOWN AND REFERENCED. WHERE SPECIFIC DIMENSIONS, DETAIL, OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK OR ORDERING MATERIALS.
- WHERE MATERIALS ARE APPLIED TO, OR ARE IN DIRECT CONTACT WITH, WORK INSTALLED BY ANOTHER CONTRACTOR, COMMENCEMENT OF WORK SIGNIFIES ACCEPTANCE OF CONDITIONS.
- ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.
- PROVIDE STIFFENERS, BRACING, BACKING PLATES, AND BLOCKING AS REQUIRED FOR SECURE INSTALLATION OF BUILT-IN FIXTURES, SIGNAGE, AND ATTACHED EQUIPMENT. VERIFY USE OF FIRE RETARDANT TREATED WOOD AS BLOCKING WITH THE AUTHORITY HAVING JURISDICTION.
- DIMENSIONS AT INTERIOR PARTITIONS ARE TAKEN TO THE CL OF WALL ASSEMBLY (NOT CENTER OF STUD IF ASYMMETRICAL). DIMENSIONS AT EXTERIOR WALLS ARE TAKEN TO OUTSIDE FACE OF SHEATHING. DIMENSIONS AT CORRIDOR WALLS ARE TAKEN TO THE CORRIDOR SIDE FACE OF GYPSUM BOARD. DIMENSIONS AT UNIT SEPARATION WALLS ARE TAKEN TO THE CENTER OF THE AIRSPACE.
- PARTITIONS NOT DIMENSIONED ARE TO BE LOCATED BY ONE OF THE FOLLOWING METHODS: NOTIFY THE ARCHITECT FOR RESOLUTION IF CLARIFICATION IS NEEDED PRIOR TO COMMENCING WORK.
- CENTERLINE:
CENTER OF PARTITION (OVERALL ASSEMBLY WIDTH, NOT CENTERLINE OF STUD IN ASYMMETRICAL ASSEMBLIES) ALIGNS WITH CENTER OF GRID LINE OR OBJECT CENTERLINE, E.G. COLUMN OR WINDOW MULLION.
ALIGN:
LOCATE THE FINISHED FACE OR EDGE OF THE PARTITION FLUSH WITH THE FACE OF THE SURFACE INDICATED OR SHOWN ALIGNED.
- MAINTAIN DIMENSIONS NOTED AS "HOLD", "MIN", "MAX", OR "CLR".
- DOOR OPENINGS ARE DIMENSIONED TO THE CENTERLINE OF THE OPENING. OPENINGS WHICH ARE NOT DIMENSIONED SHALL BE SET 4" FROM THE FACE OF THE NEAREST ADJACENT WALL.
- FLOOR ELEVATIONS SHOWN ON SECTIONS AND EXTERIOR ELEVATIONS ARE TO THE TOP OF THE SUBFLOOR (NOT FINISHED FLOOR).
- PROVIDE 4" MIN CONCRETE HOUSEKEEPING SLABS AT ALL FLOOR MOUNTED EQUIPMENT. COORDINATE LOCATIONS AND SIZE OF HOUSEKEEPING SLABS WITH MECHANICAL, PLUMBING, AND ELECTRICAL EQUIPMENT DRAWINGS AND MANUFACTURER REQUIREMENTS, IF ANY.
- PROVIDE ACCESS PANELS AS REQUIRED BY CODE. LOCATE ACCESS PANELS AS INDICATED ON DRAWINGS OR BY CODE. IF NOT SHOWN, ACCESS PANELS SHALL MEET ALL FIRE, SMOKE, AND SOUND REQUIREMENTS OF THE ASSEMBLY IN WHICH THEY ARE LOCATED. SUBMIT PROPOSED LOCATIONS TO THE ARCHITECT FOR REVIEW PRIOR TO INSTALLATION OR ORDERING OF MATERIALS.
- FIRE-RESISTANCE RATED ASSEMBLIES SHALL BE CONTINUOUS OVER THE ENTIRE ASSEMBLY, UNLESS NOTED OTHERWISE (UND).
- PENETRATIONS OF FIRE-RESISTANCE RATED ASSEMBLIES (MEMBRANE AND THROUGH PENETRATIONS) SHALL BE FIRESTOPPED WITH A LISTED FIRESTOP SYSTEM APPROVED BY THE AUTHORITY HAVING JURISDICTION (AHJ). DESIGN AND INSTALLATION OF FIRESTOPPING SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SUBMIT ALL FIRESTOPPING SYSTEMS NECESSARY FOR THE PROJECT TO THE ARCHITECT FOR RECORD AND TO THE AHJ FOR APPROVAL. MAINTAIN A COPY OF THE APPROVED FIRESTOPPING SYSTEMS AT THE PROJECT SITE. ALL FIRESTOPPING MATERIALS SHALL BE FROM A SINGLE MANUFACTURER FOR THE PROJECT. CONTRACTOR TO COORDINATE THE SUBCONTRACTORS TO ACHIEVE THIS REQUIREMENT.
- MAINTAIN THE FIRE-RESISTANCE RATING OF ASSEMBLIES AROUND BUILT-IN/RECESSED FIXTURES, INCLUDING, BUT NOT LIMITED TO, CABINETS, PANELS, AND BOXES.
- PROVIDE LISTED FIRE-RESISTANT JOINT SYSTEMS AT ALL MOVEMENT JOINTS BETWEEN FIRE-RESISTANCE RATED ASSEMBLIES, THE VOID CREATED AT THE INTERSECTION OF FLOOR/CEILING ASSEMBLIES, AND CURTAIN WALL ASSEMBLIES. DESIGN AND INSTALLATION OF FIRE-RESISTANT JOINT SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SUBMIT ALL FIRE-RESISTANT JOINT SYSTEMS NECESSARY FOR THE PROJECT TO THE ARCHITECT FOR RECORD AND TO THE AHJ FOR APPROVAL. MAINTAIN A COPY OF THE APPROVED FIRE-RESISTANT JOINT SYSTEMS AT THE PROJECT SITE.
- MAINTAIN THE FIRE-RESISTANCE RATING OF ASSEMBLIES AROUND BUILT-IN/RECESSED FIXTURES, INCLUDING, BUT NOT LIMITED TO, CABINETS, PANELS, AND BOXES.
- PROVIDE LISTED FIRE-RESISTANT JOINT SYSTEMS AT ALL MOVEMENT JOINTS BETWEEN FIRE-RESISTANCE RATED ASSEMBLIES, THE VOID CREATED AT THE INTERSECTION OF FLOOR/CEILING ASSEMBLIES, AND CURTAIN WALL ASSEMBLIES. DESIGN AND INSTALLATION OF FIRE-RESISTANT JOINT SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SUBMIT ALL FIRE-RESISTANT JOINT SYSTEMS NECESSARY FOR THE PROJECT TO THE ARCHITECT FOR RECORD AND TO THE AHJ FOR APPROVAL. MAINTAIN A COPY OF THE APPROVED FIRE-RESISTANT JOINT SYSTEMS AT THE PROJECT SITE.
- WHERE A COMMON AREA OR UNIT APPLIANCE AND/OR CABINET IS ADJACENT TO A WALL THAT EXTENDS PAST THE FACE OF THE APPLIANCE AND/OR CABINET, A FILLER PANEL WITH THE APPROPRIATE DISTANCE FROM THE WALL IS REQUIRED TO ALLOW FOR PROPER DESIGN FUNCTIONS.



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Minneapolis, Minnesota 55401
612.676.2700 www.djr-inc.com

CLIENT LOGO

NOT FOR CONSTRUCTION

Project #:	26-053
Date:	05.26.2026
Drawn by:	VA
Checked by:	SB
Issue:	Date:

ICON INDUSTRIES
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OVERALL FLOOR PLAN - LEVEL 1

A011



**A Division of Air Cleaning Specialists
PROOF OF EFFICACY**

OVERVIEW

The following is the statement of efficacy regarding carbon air filtration and the CleanLeaf Air Filtration System for use in cannabis cultivation facilities.

Controlling odor in and around cannabis facilities can be a challenge. Terpenes are generally considered to be the major contributor to odor issues, but other compounds may be present in the exhaust from other indoor sources, for example fertilizer and extraction processes (butane, propane). Different fertilizer types will produce different combinations of gas emissions and require targeted **carbons** due to the small size of the gas compounds that may be present. [1] These other odor sources are also commonly associated with more mainstream plant cultivation.

To address the odor and environmental concerns associated with cannabis cultivation, the CleanLeaf Odor Series was specifically engineered to eliminate odor from even the most potent flowers, while protecting the health of the plants and people from other airborne threats such as mold and mildew.

We will examine the efficacy of carbon itself, important things to consider and how CleanLeaf has applied this leading air-filtration technology with other proven methods to produce an effective solution.

WHY CARBON?

Carbon is the most effective and efficient odor eliminator because of its organic structure. Activated carbon, in particular, is porous. It is designed to capture contaminants such as VOC's (volatile organic compounds) that are responsible for odors of all kinds. As the carbon pores become saturated, the VOC's are neutralized - eliminating odor at the source.

From the Colorado Department of Public Health and Environment - Air Pollution Control Division:

"Carbon filtration is currently the best control technology for reducing VOC emissions from cannabis cultivation facilities." [2]

From Caitlin D. Naske, Lead Chemical Engineer, Dynamic Air Quality Solutions:

"The majority of grow facilities working to control odors use activated carbon filters." [1]

From Robovent:

"Activated carbon is the most commonly used adsorbent material. This is a form of carbon that has been specially treated (activated) to increase the internal surface area of the material. Activated carbon contains millions of internal "micropores" that result in a structure that provides ~1,000 or more square meters of surface area per gram of material. Activated carbon is widely available, affordable, biologically inert and safe to handle and use. It is often called the "universal adsorbent" because it can adsorb virtually any vapor or gaseous contaminant and can adsorb and retain many different chemicals at the same time. It is especially effective for organic molecules and solvents. Unlike some adsorbent materials, it does not retain moisture. These properties have made activated carbon the material of choice for a wide range of adsorption applications, including gas masks, space capsules, nuclear submarines and radioactive iodine removal for nuclear plants". [3]

From growweedeasy.com:

[Regarding carbon] "These are hands-down the best option for controlling marijuana grow room odors. Carbon filters (also called 'carbon scrubbers') will actually pull the smells out of the air, neutralizing any odors that pass through.

Carbon filters are what you need if it's important to neutralize the air coming out of your exhaust. A good carbon filter will make sure you never accidentally leak the smell of cannabis out through a window into your neighborhood.

These devices use activated carbon to chemically absorb smells and other impurities from any air that is pushed through the filter." [4]

It's important to remember that carbon air filtration does not mask odor, it captures - thereby eliminating - the source of any harmful or odorous VOCs.

A Division of Air Cleaning Specialists
PROOF OF EFFICACY

IMPORTANT CONSIDERATIONS

MTZ

From Caitlin D. Naske, Lead Chemical Engineer, Dynamic Air Quality Solutions:

“A critical activated carbon design factor that is often overlooked is mass transfer zone (MTZ). MTZ is the section of carbon where active adsorption is occurring, or more specifically, the depth of carbon needed for complete capture of the gas, at a given airflow and concentration.

The MTZ is not only influenced by the type, concentration and number of contaminants, but also other design factors including the area of media and airflow through the media. The higher the concentration and/or air velocity, the longer the MTZ and the more depth that is required to prevent contaminant breakthrough and downstream odors.” [1]

In short, the surface area of the filtration media must be big enough to adsorb the particulate as it is circulated through.

HVAC & AIRFLOW

The ability for the filtration system to change the air in a room is critically important. The motor and fan in the air filtration unit must be powerful enough to change the air a particular amount of times in one hour (referred to as ACH = air changes per hour), depending on the size of the room. Some cultivators will attempt to rely on their HVAC system to accomplish proper air filtration, but the truth is they're not powerful enough to filter cannabis odor molecules or contaminated air. HVAC systems are built for heating and cooling the air and aren't equipped with the proper filter media, technology, or power to control grow-room odors. HVAC filters are simply designed to keep large particulates from affecting the internal mechanisms. Responsible cultivators understand that more attention to detail is needed for proper air filtration and odor control.

When placed properly, air filtration systems should work in tandem to create vortex-like patterns that maximize airflow and more effectively capture odors and particulate. The air pattern is often called a “racetrack”.

This prevents particulate from having the chance to settle in the grow room.

ADDITIONAL FILTRATION

Additional layers of filtration are needed to achieve optimal air quality and to protect the carbon.

From Caitlin D. Naske, Lead Chemical Engineer, Dynamic Air Quality Solutions:

“Another simple and often forgotten way to maintain carbon performance is to install adequate pre-filtration to protect and prevent damage to the activated carbon. Debris can build up on the surface of the activated carbon over time reducing the carbon availability, inhibiting the adsorption of gasses and restricting air flow.” [1]

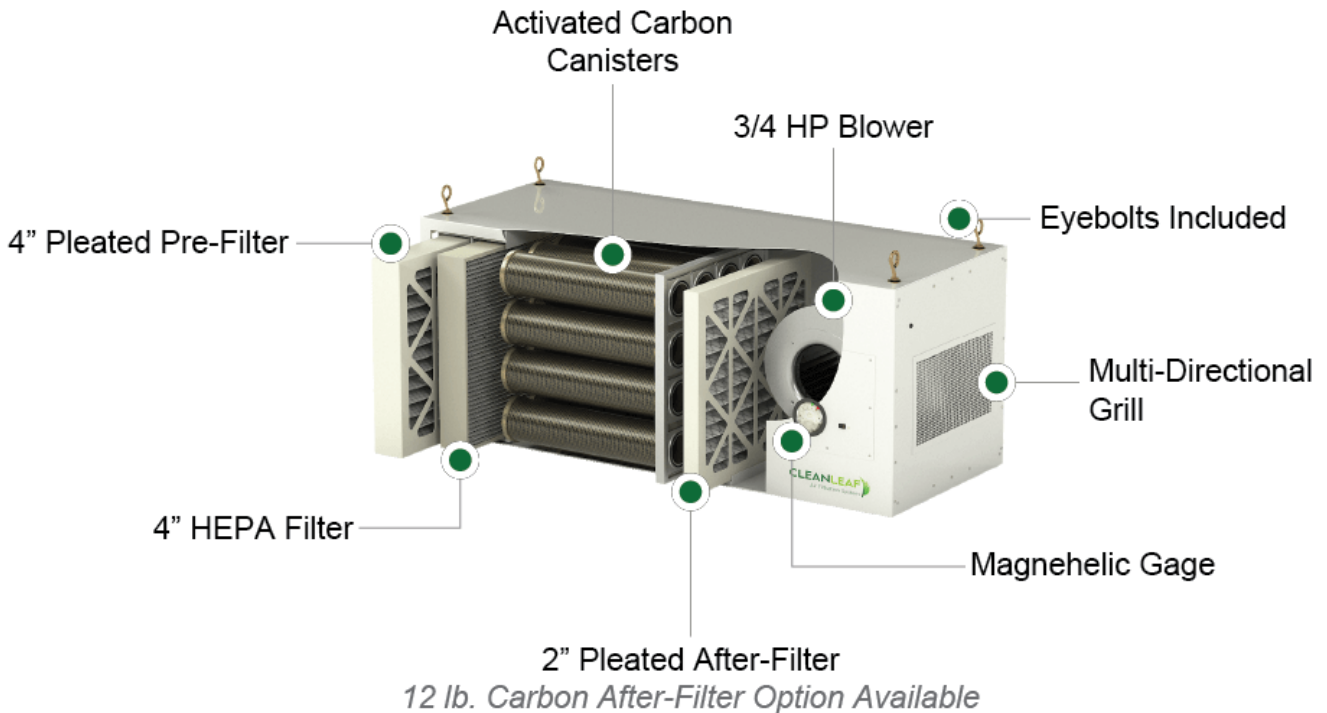
WHY CLEANLEAF AIR FILTRATION SYSTEMS?

With a thorough understanding of cannabis cultivation and more than 40 years of experience in air filtration, Air Cleaning Specialists created CleanLeaf to solve the unique and ever-growing challenges faced by cultivators and the individuals that are charged with the difficult task of regulating the industry.

Here's how:

There are a few options available to combat odor and contaminants in cannabis cultivation facilities, but many are designed to simply mask the issue, and worse, some actually emit byproducts that are harmful to humans and plants. CleanLeaf units provide the safer, more effective and efficient solution using a powerful 2000 CFM blower to force air through a 4” pleated MERV 10 pre-filter, a 4” HEPA filter, 16 large carbon canisters & a 2” pleated after-filter to ensure maximum adsorption.

The completely self-contained units hang from the ceiling and are designed to work in teams to continuously circulate air, creating the “racetrack” airflow pattern to constantly adsorb odors and capture contaminants.



CLEANLEAF FILTER STAGES & FUNCTIONS

STAGE 1: HEPA SAVING PRE-FILTER

FIBER MEDIA | MERV 10

This pre-filter protects the HEPA filter from getting clogged with larger particulate. Should be changed every 6 months to 1 year.

STAGE 2: HEPA FILTER TO PROTECT CARBON (Available in the CCPHE models)

HEPA MEDIA | 95% D.O.P. @ 0.3 microns

This true medical grade HEPA filter captures mold and mildew and other contaminants, protecting your crop from powdery mildew, cross-pollination and more. Should be changed every 6 months to 1 year.

STAGE 3: ODOR ABSORBING CARBON CANISTER

7 lbs. OF ACTIVATED CARBON PER CANISTER

Each carbon canister is filled with 7lbs. of activated carbon. Made to capture and adsorb even the most stubborn odors from your crop. Should be changed every year.

STAGE 4: PLEATED AFTER-FILTER

FIBER MEDIA | MERV 10

This after-filter gives the air one last step of filtration before circulating it back into your crop. Should be changed every 6 months to 1 year.

REFERENCES

[1] [Technical Paper: Mitigating Cannabis Odor in Grow Facilities](#)

[2] [Colorado Department of Public Health and Environment- Air Pollution Control Division](#)

correlating: [Colorado Cannabis Impacts](#)

[3] <https://www.robovent.com/learn/clean-air/odor-control/>

[4] <https://www.growweedeasy.com/smell>

correlating: <https://www.growweedeasy.com/about>

9810.1500 SECURITY.**Subpart 1. Responsibilities.**

A. A cannabis business must provide security at the cannabis business premises.

B. A cannabis event organizer must provide security while cannabis clones, cannabis seedlings, cannabis plants, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products are on site at a temporary cannabis event.

Subp. 2. Required security measures.

A. Security measures under this part must include:

(1) an alarm system;

(2) video surveillance;

(3) lighting;

(4) locks; and

(5) an immediate response protocol that must be initiated within 30 minutes after a security event occurs.

B. A cannabis business may implement additional security features that do not violate local, state, and federal laws.

C. Cannabis delivery and cannabis transport licensees are exempt from item A, subitem (2).

Subp. 3. Testing security measures.

A. A cannabis business must establish a protocol for testing and maintaining security measures required by this part. The protocol for testing and maintaining security measures must include:

(1) periodic testing and inspection that occurs at least once every 90 days. A cannabis business may fulfill this requirement by contracting with an outside resource capable of meeting testing and inspection needs, such as a security business; and

(2) prompt repairs as described in this subitem to ensure that the alarm system works properly.

(a) A cannabis business must complete all repairs of an alarm system within 72 hours after the alarm system's failure. If a business is not able to complete a repair within 72 hours after the alarm system's failure and the alarm system is not able to operate as required by this chapter and Minnesota Statutes, chapter 342, then the business must cease all operations until repairs have been completed.

(b) If all or part of an alarm system is inoperable due to the need for repair and the business is unable to make the repair within 72 hours after the alarm system's failure, a cannabis business may contact the office to request an extension.

B. A cannabis business must maintain records of the business's compliance with the protocols for testing and maintaining security measures. A cannabis business must make the compliance records available for inspection by the office upon request.

Subp. 4. **People and resource protection.** A cannabis business must develop, document, implement, and maintain security measures to protect:

- A. business assets;
- B. facilities;
- C. regulated products;
- D. workers;
- E. visitors; and
- F. the community.

Subp. 5. **Theft and diversion.** A cannabis business must develop, document, implement, and maintain effective security measures to guard against:

- A. the theft of cannabis clones, cannabis plants, cannabis seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, hemp-derived consumer products, or currency; and
- B. the diversion of cannabis clones, cannabis plants, cannabis seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, hemp-derived consumer products, or currency.

Subp. 6. **Worker access.** All cannabis workers must have an employment identification badge issued by the cannabis business. The badge must display a visual coding system indicating the activities that the worker may perform and which areas of the premises that the worker may access. Employment identification badges must always be visibly displayed on each worker's person when the worker is conducting activities on behalf of the cannabis business. A cannabis business must post signage, not less than 12 inches in height and not less than 12 inches in width at all points of access to areas containing cannabis stating "Do Not Enter - Access Limited to Authorized Employees Only" in lettering no smaller than one inch in height.

Subp. 7. **Unauthorized access.** A cannabis business must develop, document, implement, and maintain security measures to guard against unauthorized access to:

- A. the premises of the cannabis business;

- B. motor vehicles used in the transport or delivery of cannabis clones, cannabis plants, cannabis seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, and hemp-derived consumer products;
- C. electronic business and customer records created and maintained by the cannabis business; and
- D. paper records created and maintained by the cannabis business.

Subp. 8. Alarm requirements.

A. A cannabis business must install, operate, and maintain in good working order a security alarm system on the business's premises. The alarm system must be active 24 hours per day, seven days per week. The alarm system must be monitored by a contracted security company or a cannabis worker employed by the cannabis business. The alarm system must provide the cannabis business with:

- (1) immediate alerts to authorized personnel and local law enforcement of an unauthorized breach of the cannabis business's premises or an alarm system failure;
- (2) immediate alerts to authorized personnel and local emergency services of any hazardous conditions detected on the business's premises;
- (3) a back-up alarm system that activates immediately and automatically upon the loss of electricity and alerts authorized personnel of the loss of electricity;
- (4) an audible alarm capable of being heard by an individual within a 100-foot radius from entrances and exits of the premises; and
- (5) the capability to remotely disable the audio alarm by authorized personnel.

B. A cannabis business must promptly notify local law enforcement and the office in the event of an alarm system failure that is expected to last longer than eight hours and must implement alternative security measures according to the security plan required under Minnesota Statutes, section 342.14, subdivision 1, paragraph (a), clause (6).

C. If no alternative security measure is in place or an alternative security measure fails, a cannabis business must not continue operations until either the primary or alternative security system is operational.

Subp. 9. Video surveillance requirements.

A. A cannabis business must maintain video surveillance of all premises associated with the business's license. A cannabis business must ensure that video surveillance is active during the entirety of any temporary cannabis event.

B. Video surveillance must be active 24 hours per day, seven days per week, on the premises of a cannabis business.

C. Video surveillance must consist of video cameras that are:

(1) placed in locations that allow the cameras to clearly record activity occurring within a radius of at least 20 feet from all points of entry and exit;

(2) affixed to the exterior and interior of the cannabis business's premises to identify individuals entering and exiting the premises, limited-access areas, and restricted-access areas; and

(3) at temporary cannabis events, mounted in a manner to record activity occurring in the area accessible to the public, including any designated retail areas, and points of entry and exit.

D. Video cameras must monitor each entry and exit point of the perimeter, limited-access areas, and restricted-access areas of a cannabis business's premises. Video cameras must be permanently placed around the cannabis business's premises to allow the viewing, in its entirety, of any areas where:

(1) cannabis is cultivated;

(2) cannabis is manufactured;

(3) cannabis is stored;

(4) cannabis is packaged and labeled;

(5) cannabis is prepared for transfer;

(6) cannabis is displayed or sold at a point-of-sale area;

(7) cannabis is collected as samples for mandatory testing and prepared and sealed for transport to a cannabis testing facility; and

(8) cannabis waste is destroyed or made unusable.

E. Video cameras must have:

(1) video files produced by the video surveillance system that the cannabis business stores in a secure place for a minimum of 90 days;

(2) 24-hour recording at a minimum of 15 frames per second;

(3) a minimum camera resolution of 720p;

(4) date-and-time stamps on all recordings; and

(5) the capability to continue recording for an additional eight hours during a power outage.

F. A cannabis business must ensure that 24-hour recordings from all video cameras are:

(1) available for viewing by the office upon request;

(2) saved in an industry standard file format that can be played by office staff without the purchase of particular software or equipment;

(3) retained for at least 90 calendar days;

- (4) maintained free of alteration or corruption; and
- (5) erased and destroyed before disposal.

Subp. 10. **Lighting.** A cannabis business must maintain all lighting in good working order inside and outside the business's premises and any temporary cannabis event. Lighting must deter nuisance and criminal activity by allowing observers to see and cameras to record any activity within a radius of at least 20 feet around all entrances and exits. A cannabis business must ensure that exterior lighting does not disturb surrounding businesses or neighbors by adjusting the lumens or radius of exterior lighting to only illuminate the areas described in this part. A cannabis business must repair any deficient or inoperable lighting within 48 hours of detecting the deficiency or inoperability of the lighting.

Subp. 11. **Motion sensors.** A cannabis business may install motion sensors on the cannabis business's premises to:

- A. provide lighting in required areas that have low-light conditions; or
- B. protect cultivation light-dark cycles.

Subp. 12. **Locks.** A cannabis business must ensure that all external entrances to indoor facilities and perimeter windows on the business's premises are in good condition and can be locked. A cannabis business must ensure that all doors, windows, gates, and fences have commercial-grade locks. All perimeter entry doors must have electronic locks and keypads.

Subp. 13. **Access to restricted areas.** An individual must meet the requirements under Minnesota Statutes, section 342.24, subdivision 3, to enter a restricted area of a cannabis business's premises. A cannabis business must maintain a record of the names of individuals who enter restricted areas for at least three years. A cannabis business must make the records available to the office upon request.

Subp. 14. **Fencing.** Unless required under this chapter or Minnesota Statutes, chapter 342, a cannabis business may erect a commercial-grade fence around the perimeter of the cannabis business's premises. Fencing on a cannabis business's premises must meet the requirements of local law.

Subp. 15. **Outdoor cultivation areas.** A cannabis business must ensure that an outdoor cultivation area is enclosed by fencing and locked gates to prevent access to the area by unauthorized persons. A cannabis business must ensure that all fencing and gates are secure, are at least six feet high, and obscure or have a cover that obscures the fenced area from being readily viewed from outside the fenced area. A cannabis business must ensure that fencing around an outdoor cultivation area on the business's premises is commercial or security grade, is not agricultural or residential grade, and is designed to prevent access to the cultivation area by unauthorized persons.

Subp. 16. **Security personnel.** Except when required under Minnesota Statutes, section 342.40, a cannabis business may employ or contract with security guards, as defined under Minnesota Statutes, section 326.32, subdivision 13. A security guard for a cannabis business must be at least 21 years of age or older and meet the training requirements in Minnesota Statutes, section 326.3361.

Subp. 17. Transportation security requirements.

A. This subpart applies to persons and businesses engaged in the transport or delivery of cannabis.

B. A cannabis business must ensure that each transport and delivery vehicle:

(1) is equipped with a storage compartment that complies with Minnesota Statutes, section 342.36, subdivision 3, or 342.42, subdivision 5, as applicable;

(2) is equipped with a global positioning system (GPS) device for identifying the geographic location of the vehicle at all times when the vehicle is in operation, regardless of whether the vehicle's engine is running, either permanently or temporarily affixed to the vehicle while the vehicle is in operation. GPS data identifying the geographic location of the vehicle must be saved and maintained for at least 30 days. A cannabis business must make GPS data of all cannabis transportation vehicles and cannabis delivery vehicles available for inspection by the office upon request;

(3) is equipped with functioning heating and air conditioning systems that maintain appropriate temperatures for properly storing cannabis;

(4) carries the appropriate amount of insurance as required by the Department of Transportation, Department of Commerce, and applicable federal regulations; and

(5) is equipped with a secure form of communication for a cannabis worker's use, such as a mobile phone, at all times when transporting or delivering regulated products.

C. A cannabis worker must:

(1) possess a cannabis business identification card and the worker's own valid nonprobationary driver's license appropriate for the type of delivery vehicle driven at all times while transporting or delivering cannabis and must present the identification card and valid driver's license to the office or law enforcement officials upon request;

(2) not leave cannabis clones, cannabis plants, cannabis seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, or hemp-derived consumer products in an unattended vehicle; and

(3) not leave cannabis in a vehicle overnight or outside the operating hours of the cannabis business conducting the transportation or delivery of cannabis.

Statutory Authority: *MS s 342.02*

History: *49 SR 1143*

Published Electronically: *April 25, 2025*

Questions:

- We need a digital floor plan for review versus just the scanned version we have TWP with Blackdot's interior planning will provide one.**

- What is the overall square footage of the space being rented?**

Overall square footage of rented space is 11,567.86 sq ft

- How will access be restricted from the Gun Range to the South, other occupied space to the north and any other exterior opening/door to the space being leased?**

All access to the building will be through secure doors requiring verified entry like a badge. The north and south doors inside the building would be high security doors that would only be used in case of emergency.

- Are there any emergency exits beyond the main access door on the NE side of the space that leads out to the parking lot via stairs?**

The north and south doors could be used to escape in the event of an emergency. Another emergency exit on the west side of the building is being suggested to our architect/builder.

- How will ADA accessibility be addressed for employees as currently there's only one door into this space for foot traffic (on the north end of the space) and it's accessible via stairs only).**

The plan being brought up with the architect/builder is to build a ramp up to the front door where the north end stairs are.

- The floor plans shows all six overhead loading doors remaining, but are they all necessary to remain? Will the insides of the spaces not utilizing the large overhead loading dock doors have that space walled off or will the door just remain closed and how does that meet energy code. If they are not being utilized, should be permanently closed off.**

Four of the six overhead doors will be removed and infilled. One dock will remain active. Dock closest to the building will be converted into an accessible entry.

- Does the applicant plan to refinish the east elevation of the space being rented? (paint, etc?)**

The east side of the building would be refinished.

- Does the applicant plan to have a sign on the building or on the monument sign indicating their company name?**

We do not plan to put any branding signs up on the monument or building. Only signage that would be put up would be required notice signage.

- We need more detail of what is going on in each of the spaces on the floor plan to determine the WAC/SAC calculation and what the increase will be over the space having been previously used as warehousing only.**

TWP/Blackdot will provide one

- We will eventually need an architects code analysis and full plan for the space to issue a building permit for the finishing of the space.**

A full set of drawings with code review will be provided all certified by TWP.

- What exactly occurs in the four “Flower Rooms”?**

Approximately 2,000 plants for a 5,000 sq ft grow with approximately 500 plants per room. Plants are lined up on tables in flowering beds with mainline water going through the tables with feeder tubes to each plant. Multiple rows of overhead lights hung over the plants.

- What exactly occurs in the “Dry Rooms”?**

A room with multiple hanging racks that the plants are hung from to reduce the moisture.

- What exactly occurs in the “Cloning Room”?**

Clippings from the mother plant are propagated until they grow large enough to be placed in the flower room.

- What exactly occurs in the “Mother Room”?**

Mature plants are housed and used for cloning.

- What methods of security will be used? On site/in person staffing? Cameras? What is in the security room shown on the floor plan? Security Feed sent to Headquarters?**

SoLink is the security system that we are using. There would be 100% overlap camera coverage inside and cameras that cover the exterior doors from outside. The security room would have the server and footage storage. All the data saved in that room is also sent to and saved at headquarters in Minnetonka. There will be security on staff.

- How many employees total? How many employees will work on the largest shift? Seasonal “Harvest” employees?**

We estimate that there would be 10-14 employees with a peak shift of 8-10 employees. Seasonal harvest would be an additional 2-4 employees for around 2 weeks every 3 months.

- What parking spaces are allotted to this facility from the building/site owner? Will new parking be striped by the loading dock area if some spaces there are no longer used for a loading dock?**

Building owner (Bill Gibson) estimated 50 spaces in parking lot. Additional parking would be placed/striped in front of old dock doors.

- Would it be possible for the loading dock space that is shown on the plan to be moved to the south end of the space?**

Yes, that could work for the plan.

- What are the general work hours of employees (days of the week, times, etc.?)**

Plan would be for 2 main shifts for the morning and evening. There could be some overnight shifts for security and monitoring plants.

- What is the expected average electric use/demand?**

Was estimated at 80,000 kWh per month

- What is the expected average water use/demand?**

Was estimated at 75,000 gallons per month

- How many deliveries (in/out) are expected on a given day, week, month, year?**

Shipping and receiving would not be daily or weekly. They would increase after a harvest to ship product out and receive supplies for the next grow around every 3 months. Deliveries will occur occasionally if supplies are needed during the grow.

- Would deliveries be via semi/box truck/other? Are security guards on each delivery vehicle?**

Box trucks and vans would mostly be used for shipping and receiving. Security would accompany outgoing product. Security would not be used for deliveries.

- How long does the process take from growing, to drying to the product leaving the site? It was mentioned you might be expected to have four crops a year, but is there a weight, quantity of product each year that would leave the facility?**

Once a clone comes off the mother plant it is in the cloning room for 2-3 weeks. It is then moved to grow in the flower rooms for 10-12 weeks. When the plant is ready for harvest it is cut and hung in the dry room for 2 weeks. Trimming the product takes about a week and then would be shipped out of the facility. The estimated weight per harvest would be approximately 400-500 pounds.

How is odor going to be addressed from the facility?

The Clean Leaf air filtration system is designed for odor control and is installed into the HVAC system.

What stage is the applicant at with the Office of Cannabis Management (OCM) for this facility? What exactly will the license be that they obtain from the OCM?

Currently held is a cannabis micro business license from OCM. They won't be involved until the buildout is complete. They will then come to inspect the facility and approve the placement of our license on that location.

It was mentioned during the introduction meeting with staff that the "flower rooms" would be pre-built pods of sorts and that's where all the growing would occur – is there a picture of what these look like or could look like? What is the expected time to build out the facility if the CUP is approved?

There was a misunderstanding by John as to the way these rooms are built. After our teams meeting with **BLKDOT**, we got a better understanding of the process. These are not pre-built pods but would be fabricating these rooms on site. The timeline for buildout would be 5-6 months. The website below is for **BLKDOT**, the company that is assisting Benson-North with the buildout plans.

<https://blkdot.tech/home/faqs>

Confirm that this site is just for cultivation and does not have a retail or manufacturing component to it.

The space we have leased will only be used for cultivation.

What is the plan for cleaning?

There would be a cleaning SOP in place that would meet OCM requirements.

Will there be growing and clipping on-site? Organic growing?

There will be growing and trimming done on site. Both the trimmed flower and clippings would be shipped out of the facility. The growing would not be organic. It will be grown in a coco hybrid dirt

Depending on if there will be a high load of TSS to the sewer (clippings?), there may need to be a pretreatment agreement. What are the plans with wastewater?

The requirements will have to be discussed with the operational team and city. A pretreatment holding tank is anticipated.

- Architectural drawings to explain energy code compliance per 4.2.1.4 2024 MN Energy Code.**

This will be addressed in the construction plan submittal.

- HVAC engineering will be required for the new occupancy area.**

Yes, all engineering will be provided in the construction set of drawings

- Benson North or plumber may want to check with Utilities to be sure where the sewer and water will be accessed for clarity.**

Met with the Owner and discussed locations and solutions. This will be addressed in the construction set of drawings.

- Will the sprinkler system be adapted to accommodate the "pods" to have protection in enclosed areas?**

The existing sprinkler system would remain in place. Each enclosed room would be equipped with additional sprinkler systems.

Questions:

- We need a digital floor plan for review versus just the scanned version we have**

A digital full plan set in PDF or CAD will be delivered upon completion.

- The floor plans shows all six overhead loading doors remaining, but are they all necessary to remain? Will the insides of the spaces not utilizing the large overhead loading dock doors have that space walled off or will the door just remain closed and how does that meet energy code. If they are not being utilized, should be permanently closed off.** To retain only (2) O.H. shared doors to the SE corner of proposed space.

The others will be removed and framed closed in to code.

- We need more detail of what is going on in each of the spaces on the floor plan to determine the WAC/SAC calculation and what the increase will be over the space having been previously used as warehousing only.**

Flowering rooms are for cultivation with auto watering system.
All rooms to have floor drains to a collector. New unisex ADA compliant bathroom.

- We will eventually need an architects code analysis and full plan for the space to issue a building permit for the finishing of the space.**

Shall comply and provide upon completion of plans.

- Would it be possible for the loading dock space that is shown on the plan to be moved to the south end of the space?**

Please review revised proposed plans.

- Depending on if there will be a high load of TSS to the sewer (clippings?.) there may need to be a pretreatment agreement. What are the plans with wastewater?**

BMP design currently being explored for best application in this operation to minimize TSS. Media filters options or storage units.

- Architectural drawings to explain energy code compliance per 4.2.1.4 2024 MN Energy Code.**

Shall comply to current MN Energy code upon final construction plans.

- HVAC engineering will be required for the new occupancy area.**

Noted, HVAC engineer shall overlay upon final construction plans.

- Benson North or plumber may want to check with Utilities to be sure where the sewer and water will be accessed for clarity.**

Communication into city Zoning department has been made to request “as-built” to determine appropriate size and utility connections.

Attachment H.



Looking at site directly.



Looking Northeast from site. Mill is to the left in this image. Residential properties and Main Street visible.



Looking Southeast from site. Mach Lumber is directly east, residential properties further south on the right, south of 2 If By Sea Tactical.



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR

FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: APPROVE AGREEMENT WITH NEW PRAGUE ARTS FOUNDATION FOR PROGRAMMING AT POPS FACILITY FOR 2027

DATE: JULY 1, 2026

At the April 6th, 2026 City Council meeting, the City Council approved the issuance (4-0-1, Wolf abstained) of the RFP (see attachment to the agreement) seeking programming for the Praha Outdoor Performance Stage (POPS).

The RFP was formally issued on April 7th with proposals being due by May 8th.

One proposal (see attachment to the agreement) was submitted by the New Prague Arts Foundation for programming for the 2027 year (and with the option of negotiation for the 2028 year).

While only one proposal was submitted, staff reviewed and scored the proposal with the criteria listed in the RFP and it earned 88 out of 100 possible points. The proposal meets all criteria of the RFP including the following highlights:

- No compensation from the City to the New Prague Arts Foundation (NPAF) for 2027.
- Will provide about 25 programmed events in 2027 (including 8 as part of the continuation of the Summer Concert Series).
- Diverse programming including concerts, theater events, art events, movie nights, etc.
- Will be made available to the general public after April 30th for unbooked dates.
- All events are free for the public in 2027 (unless an opportunity for an entrance fee event comes up).
- NPAF provides liability insurance for all their own events.

As required in the RFP, the selected organization must enter into an agreement with the City. The City Attorney’s Office drafted the attached agreement to be utilized for 2027. Pending the outcome of the 2027 programming year, 2028 is to be negotiated by both parties and a new agreement would be necessary at that time.

Recommendation

Approval of the attached agreement with the New Prague Arts Foundation to provide programming at the POPS facility for 2027.

**AGREEMENT FOR SERVICES
NEW PRAGUE PRAHA OUTDOOR
PERFORMANCE STAGE (POPS) FACILITY**

This agreement regarding Programming Services for the Praha Outdoor Performance Stage (the “Agreement”) is made and entered into this ____ day of July, 2026, by and between the CITY OF NEW PRAGUE, MINNESOTA, a Minnesota municipal corporation (the “City”), and NEW PRAGUE ARTS FOUNDATION, a Minnesota nonprofit corporation and 501(c)(3) organization (“Foundation”).

WHEREAS, the City has constructed and developed the Praha Outdoor Performance Stage ("POPS") as a public venue for arts, cultural, educational, recreational, and community programming; and

WHEREAS, the City issued a Request for Proposals, as set forth in Exhibit A and incorporated herein by reference, seeking a nonprofit organization to coordinate, schedule, and provide programming services for the POPS facility beginning in calendar year 2027, and an option for calendar year 2028; and

WHEREAS, the Foundation submitted a proposal, as set forth in Exhibit B and incorporated herein by reference, demonstrating substantial experience in planning, producing, promoting, and supporting fine arts and community programming in New Prague and the surrounding region; and

WHEREAS, the City Council determined that the Foundation possesses the qualifications, expertise, community relationships, and organizational capacity necessary to assist the City in maximizing utilization of the POPS facility and providing diverse programming opportunities for residents and visitors; and

WHEREAS, the Parties desire to establish the terms and conditions under which the Foundation will provide programming services at the POPS facility.

NOW, THEREFORE, in good and valuable consideration hereinafter set forth, the Parties hereby agree to the following.

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a material part of this Agreement.

2. **Responsibilities of the City.** The City shall:

(a) Retain ownership, control, and management authority over the POPS facility;

(b) Provide routine maintenance, utilities, grounds maintenance, and capital repairs for the POPS facility;

- (c) Identify and reserve dates required for City events and other previously authorized uses;
- (d) Maintain authority over permits, licenses, facility regulations, and use policies applicable to the POPS facility;
- (e) Review and approve requests involving alcohol sales, temporary structures, or other activities requiring City approval; and
- (f) Provide reasonable assistance in promoting events through City communication channels as determined appropriate by the City.

3. **Responsibilities of the Foundation.** The Foundation shall:

- (a) Coordinate, organize, schedule, and administer programming activities at the POPS facility during the term of this Agreement;
- (b) Endeavor to provide diverse programming opportunities including, but not limited to, concerts, theatrical productions, visual arts activities, children's programming, family-oriented programming, educational events, cultural activities, and community events;
- (c) Coordinate with performers, promoters, sponsors, vendors, volunteers, and community organizations necessary to facilitate programming;
- (d) Develop and maintain an annual programming calendar;
- (e) Coordinate scheduling and reservations for dates available for public use as contemplated by the City's Request for Proposals;
- (f) Secure and maintain sponsorships, partnerships, and other relationships supporting programming activities;
- (g) Comply with all City ordinances, policies, facility regulations, permit requirements, and applicable laws; and
- (h) Provide information reasonably requested by the City concerning facility usage, attendance, programming activities, and scheduled events.

The Foundation shall have no authority to bind the City contractually or otherwise incur obligations on behalf of the City. Subject to compliance with this Agreement, applicable laws, City ordinances, facility regulations, and any required permits or approvals, the Foundation shall have authority to enter into agreements with performers, vendors, and event-related contractors in connection with programming activities at the POPS facility. The City reserves the right to prohibit or require modification of a scheduled event only where reasonably necessary to address public health, safety, legal compliance, facility-capacity limitations, protection of City property, or conflicts with previously authorized uses of the POPS facility.

4. Payment Terms, Invoice Process, Expenses, and Disputes.

- (a) The City shall provide no monetary compensation to the Foundation under this Agreement.
- (b) The Foundation shall be solely responsible for costs associated with programming activities undertaken pursuant to this Agreement.
- (c) Subject to applicable law, the Foundation may retain revenues generated through sponsorships, ticket sales, donations, concessions, fundraising activities, and other event-related revenue generated through Foundation programming.
- (d) Except as expressly authorized by written agreement, neither Party shall be responsible for expenses incurred by the other Party.
- (e) The Parties shall attempt in good faith to resolve disputes arising under this Agreement through informal discussions prior to initiating legal proceedings.

5. Work Plan Deadlines and Term.

- (a) This Agreement shall commence on January 1, 2027, and shall expire on December 31, 2027, unless earlier terminated pursuant to this Agreement.
- (b) By April 30, 2027, the Foundation shall provide the City with a proposed programming calendar for 2027 and beyond, identifying anticipated events and programming activities for the remainder of the calendar year. Any programming beyond the calendar year of 2027 will require a separate written agreement.
- (c) The Foundation shall provide reasonable periodic updates regarding programming activities upon request of the City.

6. Renewal or Extension.

This Agreement may be extended for calendar year 2028 upon approval by the City Council and execution of a written amendment by both Parties.

Neither Party shall have any right to automatic renewal.

7. Standard of Performance.

The Foundation shall perform all services under this Agreement in a professional, competent, and workmanlike manner consistent with the standards ordinarily exercised by organizations performing similar services.

8. Amendments.

This Agreement may be amended only by a written instrument approved by the City Council and executed by authorized representatives of both Parties.

9. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject

matter hereof and supersedes any prior negotiations, understandings, and representations.

10. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Force Majeure.

Neither Party shall be liable for failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including acts of God, severe weather, governmental actions, labor disputes, pandemics, terrorism, or other similar events.

12. Compliance with Laws.

The Foundation shall comply with all applicable federal, state, and local laws, ordinances, regulations, licenses, and permit requirements.

13. Data Practices, Records Retention, and Audit Rights.

To the extent applicable, the Foundation shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

The Foundation shall maintain records relating to activities performed under this Agreement for not less than six (6) years following expiration or termination of the Agreement and shall make such records available for inspection by the City upon reasonable notice.

14. Intellectual Property and Publicity.

The City shall retain ownership of intellectual property created specifically for the City under this Agreement. Notwithstanding the foregoing, intellectual property owned by the Foundation or by third parties and incorporated into programming, events, performances, educational content, marketing materials, or other services provided under this Agreement shall remain the property of the Foundation or the applicable third party, subject to any licenses or permissions granted to the City.

The Foundation may publicize events and activities conducted pursuant to this Agreement and identify itself as the City's programming partner for the POPS facility, provided that such publicity complies with any City policies and reasonable requirements regarding the use of City trademarks, logos, and branding..

15. Indemnification.

To the fullest extent permitted by law, the Foundation shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or resulting from the negligent acts, errors, omissions, or misconduct of the Foundation, its officers, employees, volunteers, contractors, or agents.

Nothing contained herein shall constitute a waiver by the City of any immunities, limits, or defenses available under Minnesota law.

16. Insurance Requirements.

Throughout the term of this Agreement, the Foundation shall maintain:

- (a) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) If ever applicable, workers' Compensation Insurance as required by Minnesota law;
- (c) Automobile Liability Insurance for owned, non-owned, or hired vehicles used in connection with Foundation activities, if applicable
- (d) The City shall be named as an additional insured under the Foundation's Commercial General Liability policy, or under another Commercial General Liability policy providing coverage for the activities contemplated by this Agreement, provided such coverage satisfies the requirements of this Section.
- (e) Certificates of insurance shall be provided to the City upon request.

17. Assignment and Subcontracting.

The Foundation shall not assign this Agreement or any part of it without the prior written consent of the City.

Nothing herein shall prohibit the Foundation from engaging performers, artists, production companies, vendors, or similar event-specific contractors in the ordinary course of programming activities.

18. No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Parties and shall not create any rights in any third party.

19. Relationship of the Parties.

The Foundation is and shall remain an independent contractor.

Nothing contained herein shall be construed to create a partnership, joint venture, agency relationship, or employer-employee relationship between the Parties.

20. Survival.

The provisions regarding indemnification, records retention, governing law, and any other provisions which by their nature survive termination shall survive expiration or termination of this Agreement.

21. Notices.

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight delivery service to:

City:
Joshua M. Tetzlaff

City Administrator
City of New Prague
118 Central Avenue North
New Prague, Minnesota 56071

Foundation:
Den Gardner
Title: Chair
New Prague Arts Foundation
305 Columbus Ave. S
New Prague, MN 56071

Either Party may designate a different address by written notice.

22. Governing Law.

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

Venue for any action arising from this Agreement shall lie exclusively in Scott County, Minnesota.

23. Disputes.

The Parties may mutually agree to submit a dispute to mediation. Nothing herein shall require binding arbitration.

24. Nondiscrimination.

The Foundation shall not discriminate on the basis of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, or any other classification protected by law.

25. Violations, Notice, and Cure Period.

If either Party believes the other Party is in material breach of this Agreement, written notice shall be provided describing the alleged breach.

The receiving Party shall have thirty (30) days to cure the breach, unless the nature of the breach reasonably requires additional time and diligent efforts toward cure are being undertaken.

26. Termination and Effect.

(a) The City may terminate this Agreement for cause upon written notice following failure to cure a material breach.

(b) Either Party may terminate this Agreement without cause upon sixty (60) days written notice.

(c) Termination shall not affect rights or obligations accrued prior to the effective date of

termination. Unless otherwise agreed by the Parties in writing, termination shall not require the cancellation of events that have been scheduled or contractually committed prior to the notice of termination. The Parties shall cooperate in good faith to determine whether such events will proceed as scheduled, be transferred to the City or another operator, or be cancelled, taking into account contractual obligations, public commitments, and the interests of facility users..

(d) Upon termination, the Foundation shall provide the City with any scheduling information reasonably necessary to facilitate continued operation of the POPS facility.

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REQUEST FOR PROPOSALS (RFP)
FOR PRAHA OUTDOOR PERFORMANCE STAGE (POPS)
FACILITY PROGRAMMING

I. GENERAL INFORMATION

This document is a Request for Proposals (RFP) for programming in 2027 (and beyond) to occur at the Praha Outdoor Performance Stage (POPS) facility located at 110 2nd Ave. NW within the City of New Prague, Minnesota. Generally speaking, the city is seeking a non-profit organization to provide for utilization/programing of the POPS facility which could include, but are not limited to a variety of diverse uses such as: concerts, plays, children’s programming, and family programming. The facility would be provided at no cost to the non-profit organization providing the programming and the City will not provide monetary compensation for the programming. City will maintain ownership and be responsible for all utility costs and general maintenance. The City will provide a list of dates for “Community and School Events” which will be dates unavailable for programming.

The POPS facility is currently under construction and expected to be completed in the third quarter of 2026 at which point in time the completed facility will be donated to the City of New Prague by the Forward New Prague Foundation. This proposal would be required to cover all of 2027, but would have an option for 2028 as well, but not beyond these years without a new agreement.

New Prague is a dynamic and historic city located just 45 miles southwest of Minneapolis/St. Paul and in close proximity to Interstate 35 and U.S. Highway 169. Our residents and businesses enjoy New Prague's small-town feel including its historic downtown, outstanding amenities and quick access to the Twin Cities.

New Prague's motto is "A Tradition of Progress" and it shows. New Prague has a unique identity as a bridge between rural and suburban/metropolitan areas. New Prague's 2023 estimated population is 8,340 with 3,066 households. More information can be found on the City’s website at www.ci.new-prague.mn.us.

Submittal of Proposal

The firm shall submit an electronic PDF copy of the proposal to:

Ken Ondich
Community Development Director
E-mail: kondich@ci.new-prague.mn.us

Closing Submission Date

Proposals must be submitted no later than 4:30 pm on Friday, May 8th, 2026.

Inquiries

Inquiries concerning this RFP should be directed to Ken Ondich, Community Development Director, at (952) 758-4401, or kondich@ci.new-prague.mn.us.

Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the submitter and will not be reimbursed by the City of New Prague.

Right to Reject

The City of New Prague reserves the right to reject any and all proposals received in response to this RFP.

Notification of Award

It is expected that a decision to select a successful consulting firm will be made within one month of the closing date of the receipt of proposals, with firms being contacted via phone or e-mail.

Formal Agreement

The City will require a formal agreement to effectuate any Proposal. The agreement will include, but is not limited to, the following: the time within which the services will be performed and the Proposer’s and City’s responsibilities.

II. PROGRAMMING SOUGHT

GENERAL EXPECTATIONS AND SCOPE OF SERVICES

It is expected that the non-profit organization will, at minimum, provide programming and services at the POPS facility in 2027, with an option for 2028, as follows:

- The POPS Facility will not be available for programming, unless otherwise agreed to by the City during “Community Events”. “Community Events” are defined as Memorial Day (the last Monday of May), Czech Out New Prague (the first Thursday of August), Dozinky (the third Friday/Saturday of September), and Holiday Parade of Lights (the first Friday of December).
- The POPS Facility will not be available for programming during designated school events dates (TBD)
- The POPS Facility will not be available for programming during the previously approved “Summer Concert Series” dates (via a separate agreement between the City and the Forward New Prague Foundation – specifically Section 19 of said agreement) which are held on the following dates each year for a 10 year period following the City’s acceptance of the POPS facility (TBD): 8 dates on certain

weekday evenings from June 1 to August 31 from 4PM to 10PM. The New Prague Arts Foundation is required to provide the 8 dates by January 31st each year.

- The City encourages and will prioritize proposals with diverse programming (meaning a wide range of artistic disciplines, cultural perspectives and performance styles to engage a broad, community-wide audience that could include theater, dance, music and educational community events) that utilizes up to 3 to 4 days each week between Memorial Day and Labor Day.
- Programs must comply with City Code Chapter 91.01 (Use and Occupancy of Public Parks and Recreation Areas) and City Code Chapter 110 (Alcoholic Beverages).
- The non-profit must provide its own liability insurance for all programs that it schedules.
- For any dates not programmed by the City for Community Events, by the School or by the non-profit proposer (which must be established by April 30th of each year), the proposer must make available to the general public at no cost (including city residents and businesses/religious based in New Prague city limits) and keep track of those scheduling use of the facility and inform the City of those reserving the facility and at what time/date.
- The City will not provide monetary compensation to the non-profit organization for the programming, but nothing will prevent the non-profit from collecting an entrance fee, particularly for events where alcohol or food sales might occur (and which might require temporary fencing to meet alcohol compliance requirements). Please indicate in the proposal how many programs would be anticipated to have an entrance/participant fee.

The non-profit organization selected through this RFP will enter into a contractual agreement with the City to provide the programming at the POPS facility. The contract will also include a cancellation clause should either party wish to cancel the agreement and set those terms within.

Non-profit organizations are encouraged to submit proposals even if not meeting all the general expectations listed above. The City will also endeavor to assist in advertising programming on the city’s website and social media. Banners will be allowed to be put up at the site advertising programs, events and recognizing event/program sponsors.

Proposal Form and Content

The proposal must, at a minimum, include the following:

Scope of Programming

The non-profit organizations should present their understanding of the requirements of the programming sought and present a plan for providing for a diverse range of programming at the POPS facility.

Timeline

The firms are required to include a timeline for the programming and if they have a preferred length of agreement in which to provide programming at the POPS facility.

Resumes

Identify person(s) with key responsibilities who will be assigned to work on the programming and describe their role and duties. If portions of the programming are to be “subcontracted” out to other individuals or organizations, be sure to disclose that information in the proposal.

Experience

Discuss demonstrated experience of the non-profit with programming of similar scope and magnitude as requested in this proposal. Experience must be within the past 10 years.

References

List of references (2 minimum) relating to the proposed programming and plan for the POPS facility.

Selection Process

City staff will evaluate, and rank all submitted proposals and will recommend the most qualified non-profit organization to the City Council. The decision will be based on a combination including, but not limited to ranking and other qualifications.

Interviews

Staff may schedule interviews with select non-profit organizations.

Schedule of Events

The City of New Prague has developed the schedule of events listed below for selection of the firm; the schedule is subject to change.

Send RFP to Non-Profit Organizations	April 7th, 2026
Questions from Non-Profits to City Due	April 24 th , 2026
Addendums Issued	April 30 th , 2026
Deadline for Proposals from Non-Profit Organizations	May 8th, 2026
Interviews (if necessary)	May 11th – May 22nd, 2026
Approve Proposal by City Council	June 1st, 2026
Notification of Award	June 2nd, 2026

Evaluation of Proposals

City staff will evaluate proposals and shall evaluate the proposals based on the following criteria.

1. City of New Prague is interested in selecting a non-profit organization which demonstrates an understanding of the requirements of this programming project and the concerns of the City and professionally provides the City with optimal programming services, yet also meets the City’s concern with providing a diverse range of programming at the facility (as defined in the expectation of services) (25 pts)

2. Experience, qualifications, expertise and availability of key individuals in the non-profit organization assigned to provide the programming project and proven ability to work together as a team on similar programming projects. (25 pts)

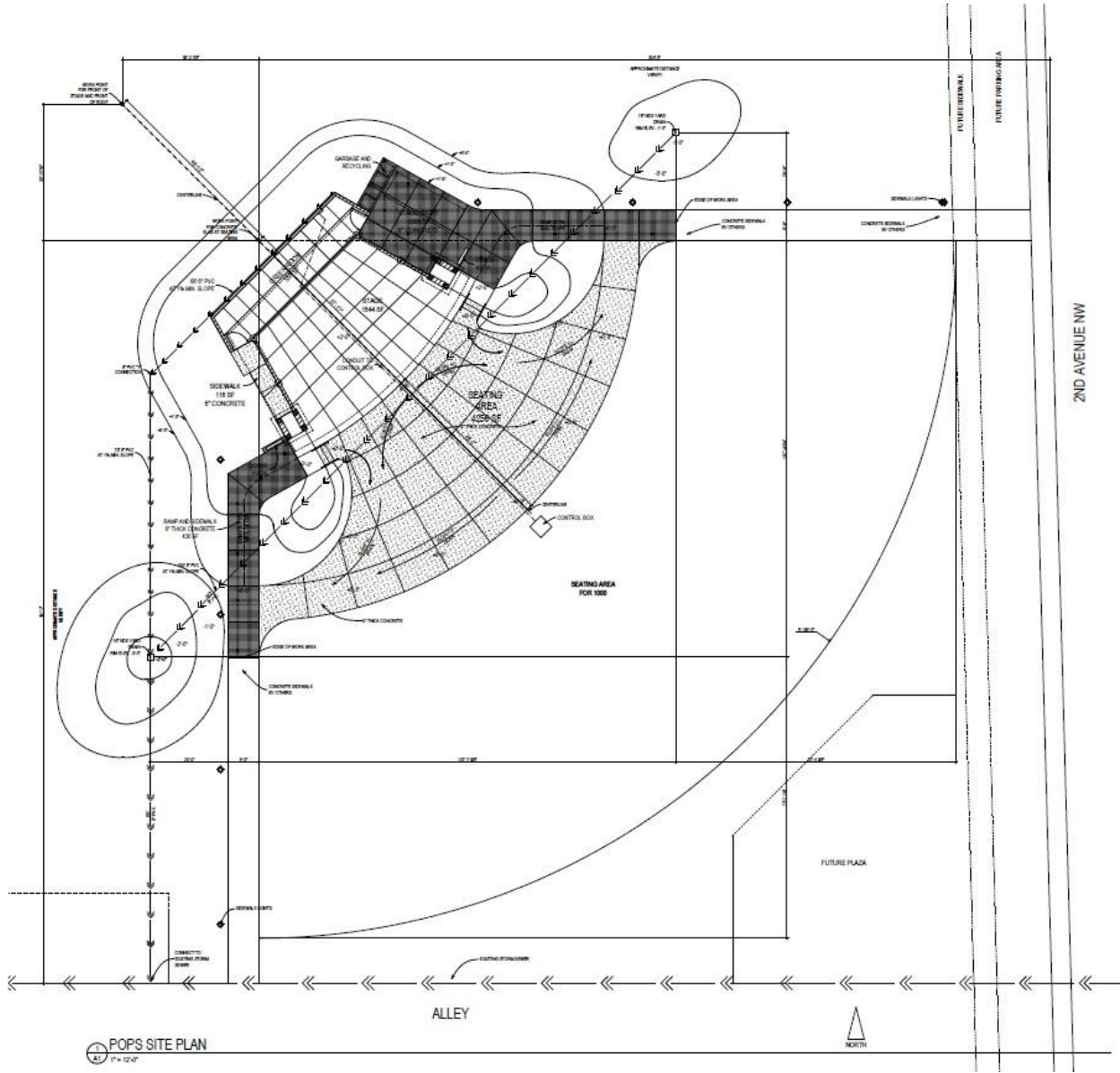
3. Testimony provided by past clients of the non-profit organization, i.e., references. (10 pts)
4. Relevance and suitability of the programming project approach. (10 pts)
5. Resources of the firm to conduct and provide the programming in a satisfactory manner. (10 pts)
6. Clarity, conciseness, and organization of the proposal. (20 pts)

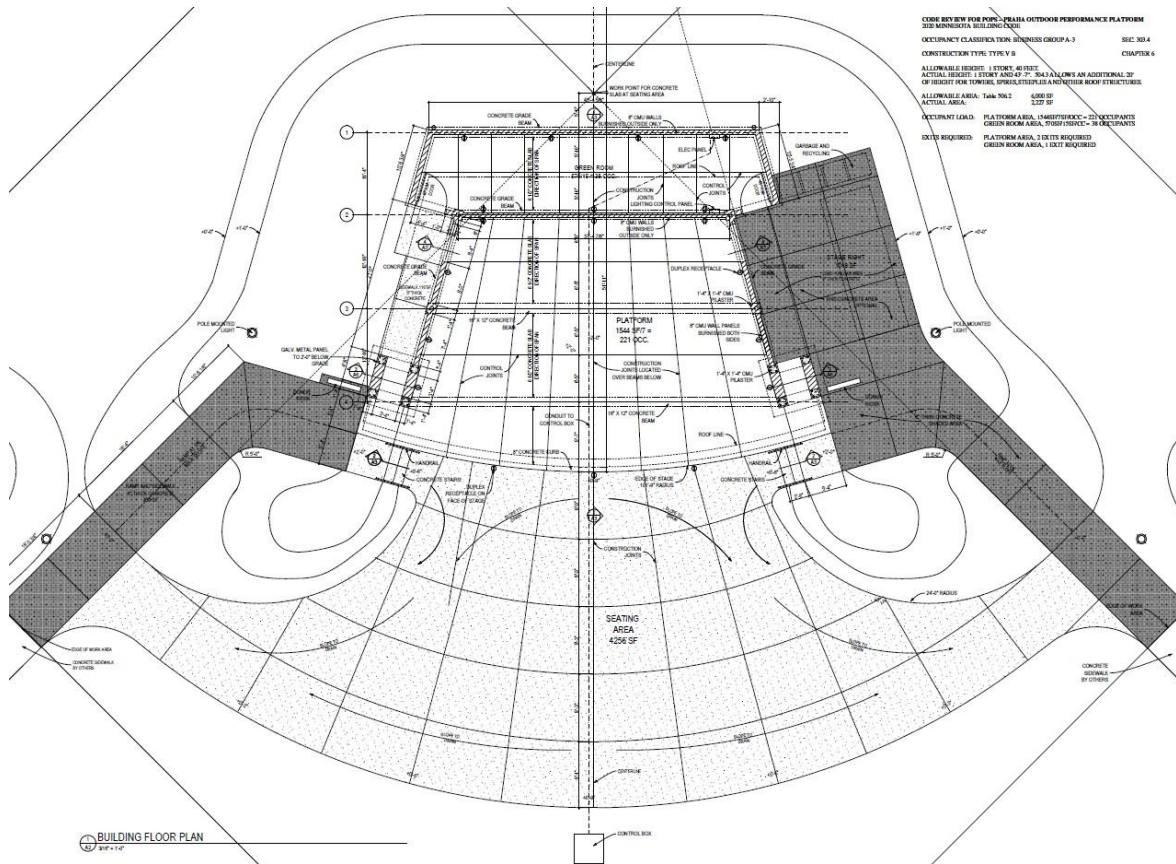
Contract Terms and Conditions

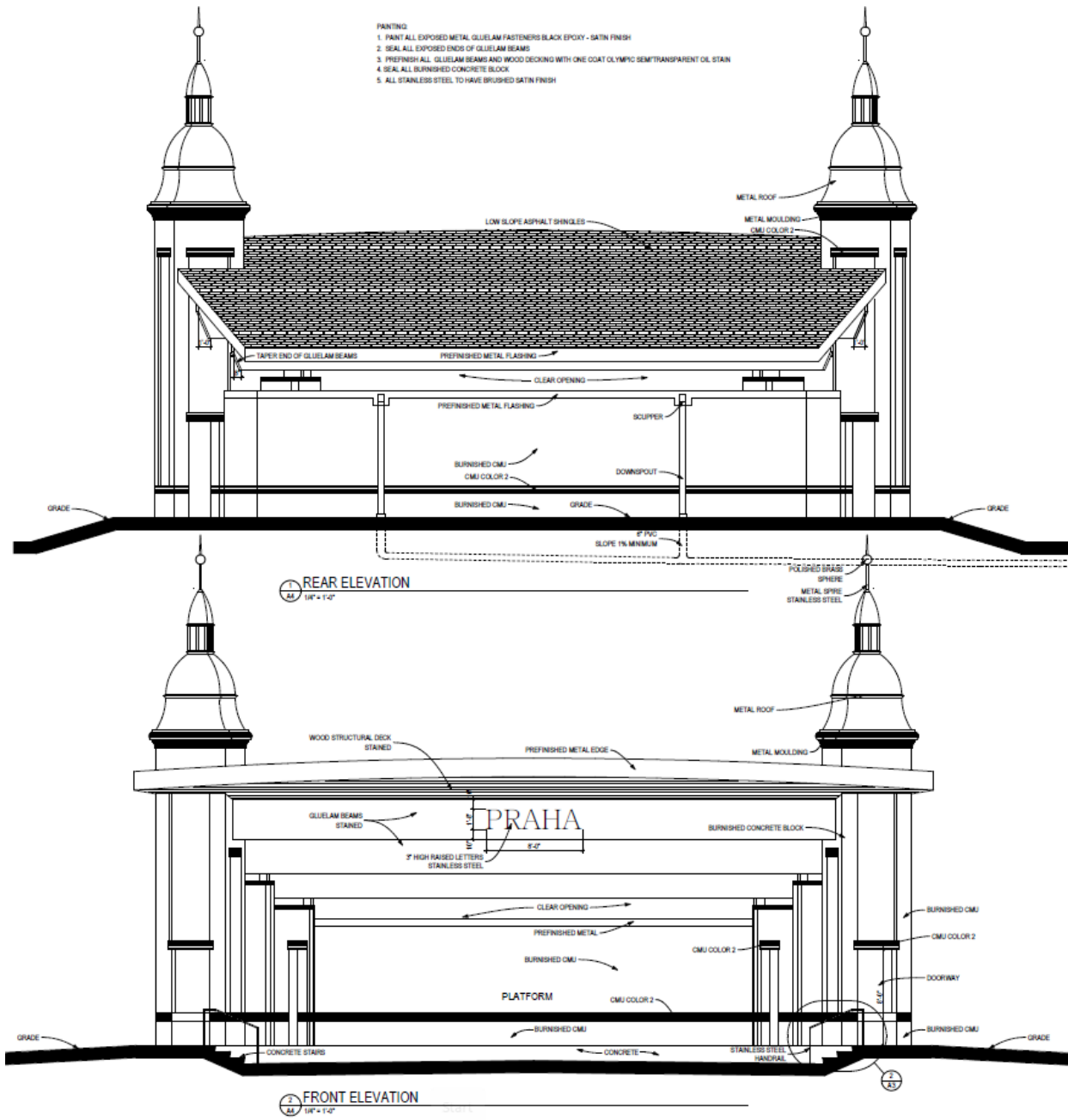
Upon selection of a non-profit organization, an Agreement or Contract for Services shall be entered into by the City and non-profit organization. It is expected that the contract will provide for the following conditions:

1. If, for any reason, the non-profit organization is unable to fulfill the obligations under the contract in a timely and proper manner, the city reserves the right to terminate the contract by written notice.
2. The non-profit organization shall not assign or transfer any interest in the contract without prior written consent of the city.

Plans and Schematics of the POPS Facility









**Request for Proposal Document
to the
City of New Prague
May 8, 2026**



INTRODUCTION

The New Prague Arts Foundation (NPAF), a 501c3 non-profit organization established in 2024, is honored to submit this proposal to the City of New Prague for programming leadership at the Praha Outdoor Performance Stage (POPS) facility, beginning in 2027. Our vision is:

“To create a vibrant gathering place where music, theater, arts and community experiences flourish for generations in New Prague.”

BACKGROUND

The NPAF was founded to provide for residents in and around New Prague with fine arts programming and recognize students at New Prague High School who have excelled in fine arts. It also provides grants to small arts groups in and around New Prague (e.g., Generations Theatre, New Prague Mascot/Costume group, etc.)

The New Prague Arts Foundation is made up of 13 board members, including:

- Den Gardner (Chair)
- Matt Goldade (Vice-Chair)
- Dan Gardner
- Shannon Allen
- Andy Beckius
- Lisa Dolezal
- Gina Fadden
- Randy Fierst
- Brian Gieseke
- Bill Halverson
- Sarah Kallal
- Larry Pint
- Tim Price.

Sandy Gardner, co-founder of the NPAF, serves in an ex-officio position. Two new board members to be installed in June are Casey Zack and Dawn Giesen.

(2)

This group, collectively, has:

- More than **500 years of experience in performing, directing, and producing fine arts activities** of all kinds. In the past 10 years ALL of the members of the NPAF have had experience with fine arts events.
- Approximately **200 years of experience serving on various fine arts boards, and other non-profit organization boards** in many areas of expertise.
- A high priority in raising awareness of the importance of fine arts to the mental and physical health of people in New Prague and the surrounding area.
- Knowledge of the New Prague area and appreciation of what the traditions are in the community regarding the fine arts.
- Hundreds of years of experience in various business, civic organizations, church activities and non-profit financial operations.

New Prague Arts Foundation Board – Top row, from left, Larry Pint, Lisa Dolezal, Bill Halverson, Andy



Beckius, Randy Fierst, Dan Gardner. Bottom row, from left, Brian Gieseke, Sarah Kallal, Gina Fadden, Den Gardner. Not pictured: Matt Goldade, Tim Price, Shannon Allen, Sandy Gardner.

Our current foundation programs include:

- Through a 10-year agreement with the city of New Prague, provide programming for eight free summer concerts at the POPS facility beginning in 2027. Some of the current board members have been responsible for the five years since the concert series has existed in New Prague.
- Christmas in New Prague – the only dinner/theatre holiday show in New Prague around the winter holidays.
- British Invasion III – annual concert saluting the British pop/rock bands of the ‘60s and ‘70s at New Prague Golf Club in July. Also the foundation’s only fundraiser through a silent auction.
- Providing five, \$2,000 scholarships annually to New Prague High School fine arts students.
- Grants to local arts organizations.
- Other concerts and events as scheduled. For example, a Finnish brass band will be performing this summer at The Broz Event Center August 2, sponsored by the NPAF.

PROGRAMMING AT POPS

To produce programming for POPS in New Prague, it’s vital the non-profit enlisted to produce events must have the ability to:

- Recognize talent
- Book talent
- Handle logistics for events big and small
- Connect with area music, theatre and other promoters
- Organize children’s programming and recurring family-focused events
- Secure sponsorships and community partnerships to support programming and offset operating costs.

BASED ON WHAT WE KNOW...

Here are some comments for discussion from the NPAF’s standpoint and points regarding the agreement as we understand them:

- All members of the NPAF would be involved with responsibilities for programming. Den and Dan Gardner, Sarah Kallal, Bill Halverson, Randy Fierst and Tim Price (all with specific experience with booking, creating and executing fine arts events) would be the predominant board members involved in programming.

- For 2027, NPAF is prepared to serve in this role without a fee compensation, with terms for 2028 to be discussed collaboratively.
- The NPAF will retain any revenue gathered through sponsorships, ticket sales and food/refreshments.
- There is no plan within the city to allocate any financial resources to pay for bands to perform at the outdoor venue.
- If the NPAF seeks to do a 50-50 raffle or similar-type effort to raise revenue for the organization during the events it manages, it will get permission from the city and apply for any appropriate licenses.
- The NPAF does NOT anticipate paid entrance-fee programming at POPS in the first year. Our research indicates this is not realistic in today's environment of community events. People's expectation, for the most part, is being entertained for free. If presented with an opportunity for an entrance-fee event, it will be treated on a case-by-case basis.
- **Programming opportunities at POPS include:**
 - Summer Concert Series – Eight musical concerts from mid-June to early August.
 - Additional concerts. These would be concerts by bands that would be more regional in nature. (e.g., bands that are in the range of \$3,000-\$5,000/appearance compared to \$500-\$1,100 with the annual Summer Concert Series.)
 - New Prague Community Band Concerts
 - Theatre Productions (local and regional/national)
 - Choral Productions (local and regional/national)
 - Dance Productions (local and regional/national)
 - Visual Arts Programming (still photography, videography, sculpture art, etc.)
 - Children's Programming
 - Family Movies
 - Church Events (local)
 - Religious Events (regional and/or national in scope)
 - Community Service Organization Events (Rotary, Lions, Chamber, Scouts, and other non-profit groups)
 - Weddings/Anniversaries, other personal family events.
 - School events (as noted in the RFP)
 - City events (as noted in the RFP)
 - NP Historical Society Programming
 - Exercise Classes
 - Corporate Outings
 - Other Miscellaneous Groups as approved and appropriate.

(5)

- There may be programming, especially major concert events or theatre productions, where a “subcontractor” may be retained.
- We have been in contact with a number of these groups in advance of presenting this proposal to gauge their interest in utilizing POPS. It has been positive.

PROPOSED GOALS FOR 2027

We believe we should set some goals for 2027. At a minimum:

- Eight summer concerts through our annual community concert series
- Three-five special concert/theatre events
- Monthly family movie nights
- One youth art event
- Regularly morning children’s programming.
- Six events by community service organizations
- One or two local church-related events
- One religious (non-denominational) regional event.
- Establish sponsorship relationships for long-term benefits to the city.
- Discuss whether goals should be established for attendance at various events.

ECONOMIC IMPACT

Determining the economic impact of New Prague through POPS programming is difficult to gauge at this time. Suffice it to say strong POPS programming will generate economic activity for restaurants, retailers, local lodging and community organizations. It will also enhance the quality of life and strengthen New Prague’s identity as a regional destination for arts and culture.

REFERENCES

First Letter of Reference – Shannon Brusseau

TO: City of New Prague
FM: Shannon Brusseau, Owner, Brusseau-Diversified Wealth Management. RE: Recommendation Letter for the New Prague Arts Foundation

It is my distinct pleasure to recommend Den Gardner, chair, and the entire New Prague Arts Foundation to produce programming for the Praha Outdoor Performance Stage (POPS). I have known Den for over 20 years and, for the past four years, had the privilege of working alongside
(6)

him with the POPS project – our community organization dedicated to raising funds for a permanent outdoor performance venue in New Prague.

Our goal was ambitious: \$1 million privately generated. Den’s organization excellence and relentless drive moved the campaign a full year ahead of schedule; and construction itself is well under way. From day one, Den has been the primary driver of this initiative – a testament to his punctuality, follow-through and uncommon ability to see complex projects through to completion. He ensures continuity plans are in place, so momentum is never lost. His passion for the arts (and obviously the entire New Prague Arts Foundation board), spanning both music and other performing arts, gives this work real meaning. His wife Sandy stands faithfully beside him (as they both created the arts foundation), amplifying every effort.

Having successfully operated his own business for over 30 years, Den brings proven discipline and commitment to this undertaking. You can be assured, with hundreds of years of experience in the fine arts by the board of directors, that Den and the board will have New Prague’s best interests top of mind each day as they produce fine arts programming for families of our community.

Second Letter of Reference – Steve Frost

TO: City of New Prague

FM: Steve Frost

RE: Request for Proposal for POPS Programming/Letter of Support for the
New Prague Arts Foundation

With my active involvement and support of the New Prague area music, theatre, and other fine arts events and programming since 1980 when I moved here, I very strongly support the volunteer activities of the New Prague Arts Foundation (NPAF).

The individuals on the NPAF Board are an excellent collection of fine arts enthusiasts representing New Prague’s finest. Residents would say yes to this group’s requests even before they know what is being requested.

The NPAF Board already has an exceptional track record of providing support to successful community events planning -- with such activities as Music at Memorial (five years), Christmas in New Prague Dinner Theatre, as well as \$10,000 in Scholarships for New Prague High School fine arts graduates, and other support for the fine arts in New Prague.

The NPAF spirit of cooperation comes with professionalism, integrity, enthusiasm, and unselfishness.

(7)

The NPAF Board brings over 500 years of cumulative experience in providing direction for the support, planning, production, and presentation of local arts. The benefits of the arts culture extend well beyond the New Prague area. New Prague has a long and historical reputation for that tradition.

Start to finish the NPAF has top notch quality people that are respectful, successful, knowledgeable, experienced and will continue to strengthen New Prague’s tradition of embracing the arts much beyond the experience in many communities.

Without hesitation I am glad to be associated with them in my support.

Additional references if appropriate (We can provide contact information as needed):

- Dr. Mike and Kay Wilcox
 - Dan Bishop
 - Kurt Ruehling
 - Shannon Allen
 - Brad/Kytyn Schoenbauer
-

SUMMARY

“It’s Time!” was the motto used throughout the process of building POPS the past 3.5 years. And many members of the NPAF were directly involved in this building project. The new POPS facility is more than a venue – it shows what happens when a community comes together for the common good. We want to enhance the quality of life of area residents. And, as we’ve said for years – “Let’s make New Prague a regional destination for the arts.”

You should choose the New Prague Arts Foundation because:

- We care, we know this town, and we know how to make this work.”
- We have the passion, dedication, and talent to produce the best programming options for the New Prague area community. We’re here, most of us live in the community and are invested in its success.
- We have the experience among our board members to execute the programming desired.
- We have a proven history in New Prague and elsewhere in creating and executing programs in the fine arts area. Some examples:
 - Created the Dozinky Variety Show 25 years ago.
 - Created the summer concert series in New Prague five years ago.

- Led the Praha Outdoor Performance Stage (POPS) building project.
- Created a scholarship program for high school students in the arts.
- Created a holiday dinner/theatre for New Prague.
- The NPAF is already in charge of programming for eight events at POPS for 10 years, under a donation agreement through the Forward New Prague Foundation. Continuity is important in the initial years of POPS programming.

Thank you for this opportunity. We are eager to answer any questions. For more information, contact Den Gardner, chair, New Prague Arts Foundation – dengardner@gandgcomm.com. Cell: 612-325-3981.

The End





118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: FUTURE CITY HALL ARCHITECT PROPOSAL RECOMMENDATION
DATE: JUNE 30, 2026

A few weeks ago, I reached out to three architecture firms to get proposals for services on helping the City renovate parts of the 1201 1st Street NE building to meet the City’s needs. The three firms I reached out to were SEH, Wold Architects, and OHA. Each of the three firms walked the facility, had discussions with Matt Rynda and I, and received a copies of the floor plans the City has on file. From these, all three firms submittal proposals to work with the City to design the space and to assist with construction management. I have attached all three proposals.

Looking through the proposals, each firm would take the City through a design process, produce drawings, and then help with construction management where needed. As we discussed, I let the firms know that I was looking for a flat-fee proposal for their work. As you can see in the proposals, the proposed fees from each firm are:

- SEH: \$52,000
- Wold Architects: \$28,000
- OHA: \$43,000

The firms also discussed their proposed timelines, though through discussions, each firm said that timelines are flexible based on design feedback and construction needs. Total timelines for the firms are:

- SEH: 6 ½ months to 7 ½ months
- Wold Architects: 9 months
- OHA: 2 ½ months to 3 ½ months

Recommendation

Based on the submitted proposals, I would recommend proceeding to hire Wold Architects for assisting City through renovation of 1201 1st Street NE for becoming the City’s future City Hall.

Wold



**WOLD
ARCHITECTS
& ENGINEERS**

50 South 6th Street, Suite 2250
Minneapolis, Minnesota 55402

woldae.com | 612 772 9025

June 24, 2026



Joshua Tetzlaff, City Administrator
 City of New Prague
 118 Central Ave N
 New Prague, MN 56071

Dear Josh,

It has been a pleasure working with you, your team and the City Council over the last four years, starting with developing an overall city facility master plan to help guide future facility needs in 2022. The number one priority identified in the master plan was a need to fix the space deficiencies for the police department. In 2023, the Council authorized design of an addition to the existing fire station for a new police facility, that is just completing construction this month. We are proud to report that this project is substantially complete and will be successfully delivered on-time and under budget.

Most recently, the city purchased the building at 1201 1st Street NE for the purpose of utilizing it for city operations. We are excited to submit our proposal to help with minor renovations to this building to support the needs of city departments, public service, council chambers and security. It is also expected that some minor finish upgrades will be needed as part of this conversion.

From our tour of the building and discussions with you, we understand the scope of the work to include:

- Lobby security/ public service counters and public restrooms.
- Minor interior changes to technology and security.
- Renovations to support a new Council Chambers.
- Minor mechanical and electrical work for these improvements.

The following pages of this submittal is intended to show you how we approach a collaborative design process along with a selection of similar relevant city hall projects to show our experience. The team selected for this project will be the same team that worked with the City on the Police Station project and we are excited to continue what we started together with the Master Facility Plan. In addition, we have an in-house technology team lead by Dan Kruth and they are available if needed as we look at the needs for the Council Chambers and other technology needs. At a minimum, we would coordinate those needs with whomever the city utilizes for technology.

At the end of this document is our fixed fee proposal for the work and our assumptions in calculating this fee. Certainly if our assumptions do not align with the scope, we would adjust this fee as needed.

Thank you for this opportunity to continue our long-term relationship with the City by providing full service architectural and engineering services for this exciting next chapter for the City of New Prague.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "John McNamara".

John McNamara, AIA, LEED AP
 Government Practice Leader

Wold Architects and Engineers
 50 South 6th Street, Suite 2250
 Minneapolis, MN 55402
 t 612 772 9025

**PLANNERS
 ARCHITECTS
 ENGINEERS**



PROJECT TEAM



GOVERNMENT PRACTICE LEADER

JOHN MCNAMARA, AIA, LEED AP

university of california | Bachelor of Architecture

As Government Practice Leader, John is responsible for governmental facility planning and design projects. John has significant experience in facility planning and design, working with clients to understand their needs and operational objectives while navigating the political environment for government facilities, ensuring expectations are met. John brings more than 30 years of experience designing public facilities with Wold, and he will provide excellent leadership and professional service through his energy and passion for your success.

32

years with wold

32

total years

RELEVANT EXPERIENCE

city of new prague | Facility Space Need Study, Recreation Facility Study, Police Facility Addition & Renovation, Police FFE

city of becker | Police and City Hall Addition & Renovation

city of brooklyn park | City Hall Renovation

city of burnsville | Police and City Hall Addition & Renovation

city of cottage grove | New City Hall/ Police Facility

city of eagan | City Hall & Police Renovation & Addition

city of farmington | New City Hall

city of hopkins | City Hall Renovation

city of little falls | City Hall/ Police/ Fire Schematic Design

city of south saint paul | City Hall/Fire/ Police Addition & Remodel

city of victoria | City Hall Renovation

city of west saint paul | City Hall Renovation

village of palatine | Village Hall Renovation & Addition



PROJECT MANAGER

JAKE WOLLESAK, AIA

university of minnesota | BA, Architecture

university of minnesota | Master of Architecture

Jake will be responsible for translating and implementing the project goals. He will coordinate with the Design Team to ensure relevant details are being included throughout, and facilitate the Construction Administration process. Jake has special expertise working with teams to accomplish technical, functional, and aesthetic objectives for new facilities.

RELEVANT EXPERIENCE

city of new prague | Facility Space Need Study, Parks & Maintenance Facility Code Study, Police Addition

city of brooklyn park | City Hall Renovation

city of burnsville | City Hall Locker Room Remodel

city of cottage grove | City Hall Remodel, City Hall Front Desk Remodel

city of eagan | City Hall and Police Addition & Renovation

city of farmington | City Hall Service Window

city of isanti | City Hall Re-Roof

city of otsego | New City Hall Public Works Addition

city of rogers | City Hall Master Plan

city of stillwater | Police/City Hall Remodeling

city of west st paul | City Hall Renovation

village of palatine | Village Hall Addition & Renovation

13

years with wold

15

total years



LEAD MECHANICAL ENGINEER

REED PAITICH, PE

university of minnesota | BS, Mechanical Engineering

As the Mechanical Engineer, Reed's role is to implement the project design into a complete set of construction documents. He works collaboratively with each client to develop engineering solutions that balance the cost of the system with long-term maintenance and operations. Reed will work directly with the Owner and the construction team to ensure all aspects of the project are successfully implemented. He will be readily available throughout the design and the construction phases and will complete a final project punch list to ensure the full project intent is completed to your satisfaction.

RELEVANT EXPERIENCE

22

years with wold

city of crystal lake | City Hall BAS Replacement

city of farmington | New City Hall Project

city of wyoming | City Hall and Police Renovation

village of long grove | Village Hall Addition & Remodel

village of tower lakes | New Village Hall/Police

city of woodbury | Public Safety Facility Addition & Renovation

carver county | Government Center Renovations, Government Center Remodel

dakota county | Judicial Center Renovation

scott county | Government Center Renovations, Government Center Campus Addition

washington county | Campus 2025 Improvements

waukesha county | County Courthouse Renovation

22

total years



LEAD ELECTRICAL ENGINEER

BRAD JOHANNSEN, PE, LEED AP

university of iowa | BS, Electrical Engineering

Bradley will work with you throughout the design process. He ensures quality through all phases of construction and guarantees uninterrupted service delivery for the life of the facility through efficient and reliable power systems. Bradley's experience in the public sector gives him a deep understanding of the high level expectations of sustainable and seamless electrical systems.

RELEVANT EXPERIENCE

14

years with wold

city of becker | Police and City Hall Addition & Renovation

city of burnsville | City Hall/Police Additions/Renovations

city of carver | City Hall Replacement Facility

city of colorado springs | Historic City Hall Council Chambers Renovation

city of hastings | City Hall Improvements

city of minneapolis | City Hall Office Improvements

city of new hope | New Police & City Hall

city of st louis park | City Hall HVAC & Electrical Improvements

city of st. paul | City Hall Annex Generator Replacement, City Hall Annex Electrical Service

city of stillwater | City Hall & Police Station Remodel

city of wray | New City Hall, Civic Center, Police & Museum

town of erie | Town Hall Addition & Renovation

26

total years



TECHNOLOGY LEAD

DAN KRUTH, *BICSI*

Dan has been involved in Technology for over 30 years. His roles as Project Manager, Design Engineer, and Account Manager have all specialized in structured cabling design for technology systems. His experience includes advanced data infrastructure, outside plant communications, fiber optics, grounding and bonding, security, video surveillance, fire alarm, access control, VOIP, WiFi, public address systems, and Distributed Antenna Systems. Dan has held a Registered Communications Distribution Designer (RCDD) accreditation for 19 years. His passion drives his attention to detail and focuses on seamless project success throughout the project.

RELEVANT EXPERIENCE

4
years with wold

31
total years

city of becker | Police & City Hall Addition & Renovation

city of lakeville | Lakeville City Hall Improvements

city of minneapolis | City Office Improvements

city of wyoming | City Hall Renovation

city of wray | Wray City Hall and Civic Center

village of barrington hills | Village Hall Renovations

village of long grove | Village Hall Audiovisual

city of rogers | New Fire Station

city of virginia | Virginia Public Safety Facility

city of white bear lake | Public Safety FF&E

ramsey county | City Hall Courthouse Public Entry Improvements, District Court Consolidated Service Center

steele county | Admin Building Renovation

tazewell county | New Justice Center Annex

waukesha county | Courthouse Renovation



COST ESTIMATOR

JONATHAN MURRAY, *LEED AP*

university of wisconsin - stout | BS, Construction

As the Cost Estimator from Rockwise Strategies, Jonathan Murray provides clear, experience-based cost guidance throughout design. He works with the Owner and project team to align scope, budget, and project goals, helping inform decisions and keep the project grounded in current market conditions. Jonathan supports the team at key milestones to help deliver a project that meets the City's expectations for quality, value, and overall success.

RELEVANT EXPERIENCE

10
years with rockwise

20
total years

city of new prague | Facility Space Need Study, Recreation Facility Study, Police Facility Addition & Renovation, Police FFE

city of becker | Police and City Hall Addition & Renovation

city of brooklyn park | City Hall Renovation

city of burnsville | Police and City Hall Addition & Renovation

city of cottage grove | New City Hall/ Police Facility

city of eagan | City Hall & Police Renovation & Addition

city of farmington | New City Hall

city of hopkins | City Hall Renovation

city of little falls | City Hall/ Police/ Fire Schematic Design

city of south saint paul | City Hall/Fire/ Police Addition & Remodel

city of victoria | City Hall Renovation

city of west saint paul | City Hall Renovation

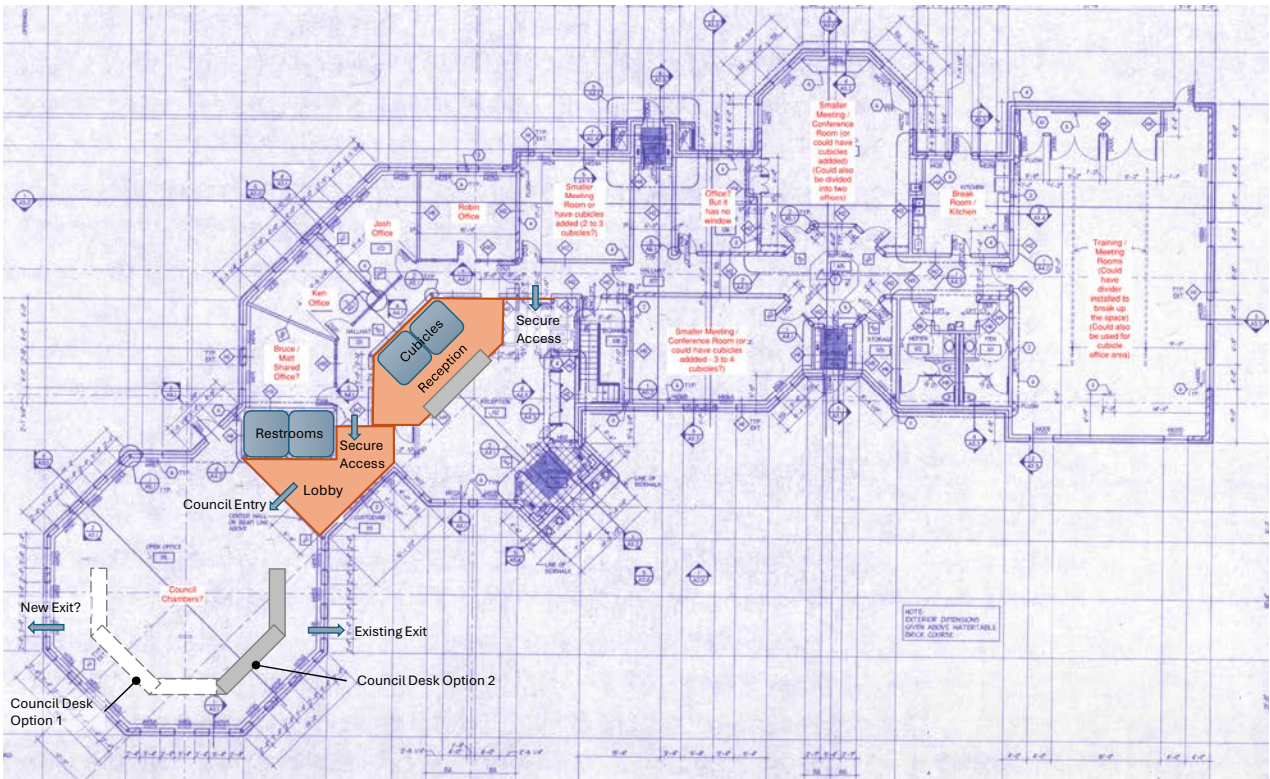
village of palatine | Village Hall Renovation & Addition

2

APPROACH

OUR UNDERSTANDING

FOR THE CITY OF NEW PRAGUE



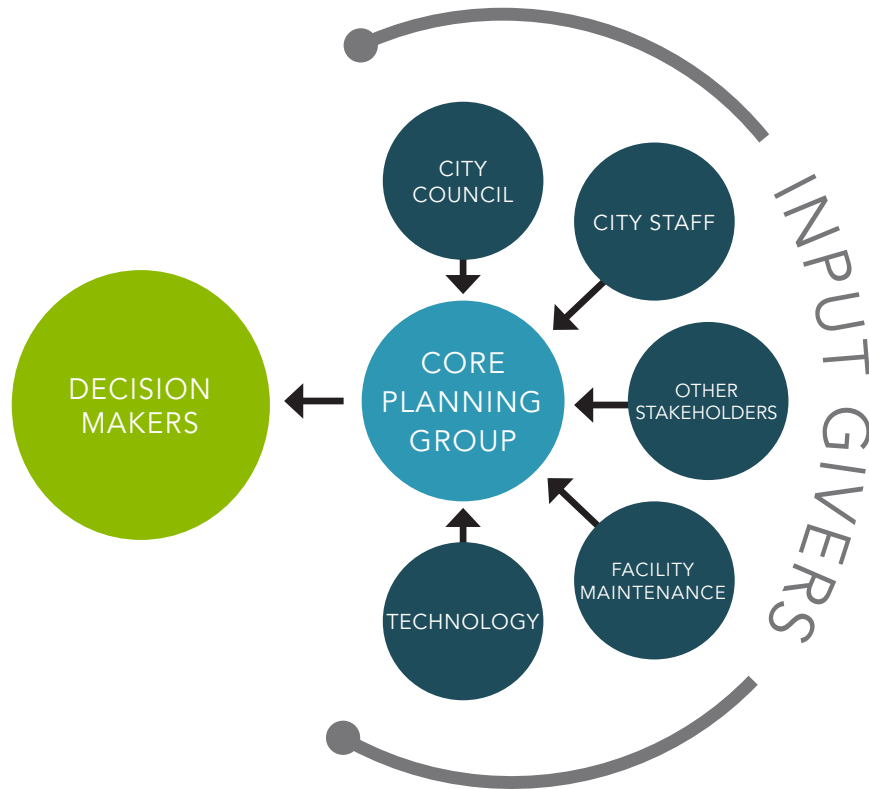
Having toured the new building and discussing the objectives of the project, we have a great understanding of the opportunities this facility represents.

- The main lobby area has enough space to create a singular public counter/ reception area that can be used by all departments as a first contact location for the public coming to the facility whether it is for a building permit, a billing need or to meet with a planner. This will provide great flexibility for city staff.
- Adjacent to the main lobby is the octagonal open space that will be used for the City Council Chambers. With the need to add public toilets in this area, there is an opportunity to add a pre-function lobby for the Council Chambers and to provide security separating the staff offices from the general public. There are a number of exterior exits from this space and depending on orientation of the council desk, they may provide a safe route for exiting the council in case of an emergency.
- The goal for this project would be to provide safe and secure staff and public spaces within the facility that would require the addition of a few doors separating those staff areas.
- The remaining office/ meeting spaces are in good condition and would not require much modification if any.
- There are also opportunities to save cost on the project by utilizing Public Works staff that have construction training and we will work with staff to develop solutions that maximize those opportunities.

There appears to be more than adequate space in the building to meet the long-term needs of the city and with the large meeting room on the east side there would be more than enough space for any future changes that are not anticipated today.

PARTICIPATORY DESIGN PROCESS

ESTABLISH A CORE PLANNING GROUP



The Wold team believes that successful facilities are those that include a great deal of participation that engages building users, staff, and the Council. Wold has developed a “Participatory Planning Process” to make this planning and programming effort come to life.

Facility planning is an interactive process. Each participant’s specific needs and objectives must be understood and every attempt must be made to meet those needs and objectives. Wold specializes in facilitating this ongoing site-based team process. We understand how to bring groups together and gain consensus.

core planning group

The Core Planning Group consists of key decision makers who would work to evaluate design options using criteria established by the group, prior to recommendation to the Council for approval.

Among the issues that the Core Planning Group will decide when presented recommendations by the Wold team:

- Project objectives
- Needs list
- Functional options

guidelines for a successful participatory planning process

- Core Planning Group requests information from input givers; input givers’ role is for input, not consensus decision
- The more efficient the Core Planning Group, the faster the project can develop
- We understand the importance of giving your departmental staff a voice in solutions while still maintaining the overall objectives and budget of the project.

our unified planning & design approach ensures input from all stakeholders

We meet with your stakeholders, on their schedules, to determine needs and desires for each individual space being planned, from room organization and orientation, down to the smallest details, like storage types, electrical outlet placement and door hardware. This input is clearly documented and distributed to all participants, then directly transmitted to the Core Planning Group’s review.

DESIGN FACTORS

FOR CITY HALLS

We know that quite a bit of thought has already occurred on what changes may be needed to the purchased building and that minor changes are needed, for the office areas but we want to share how we approach collaborative design with our clients. The Wold team will work closely with you to plan and provide creative solutions necessary to meet your current and future space needs. From the initial planning to the occupancy of facilities, our presence helps integrate the many aspects of the design process for a unified, aesthetically pleasing atmosphere throughout.

- **functionality**
 - Space use allowing for intended functions
 - Design for unique service delivery
 - Ample public access space
- **efficiency and workflow**
 - Shared services explored for centralized efficiencies
 - Analyze work flow, work cycles
- **technology**
 - Flexible technological infrastructure that is futuristic in scope
- **public image**
 - Appropriate, individualized design that represents the specific client
 - Aesthetic elements providing the branding elements and the warmth, giving the user ownership
 - Appropriate acoustic sensitivities for public and staff locations
- **accessibility and ergonomics**
 - Workspaces and public spaces must be accessible
 - Workspaces adjust for multiple users sensitive to ergonomic issues for each user
- **aesthetic atmospheres**
 - Aesthetic elements providing warmth and ownership
 - Healthy environments sensitive to airflow, light source, and as much daylight as feasible
- **opportunities to match mission with operations**
 - Unique spaces to match and enhance your mission



RENOVATION PROCESS

FOR CITY OF NEW PRAGUE

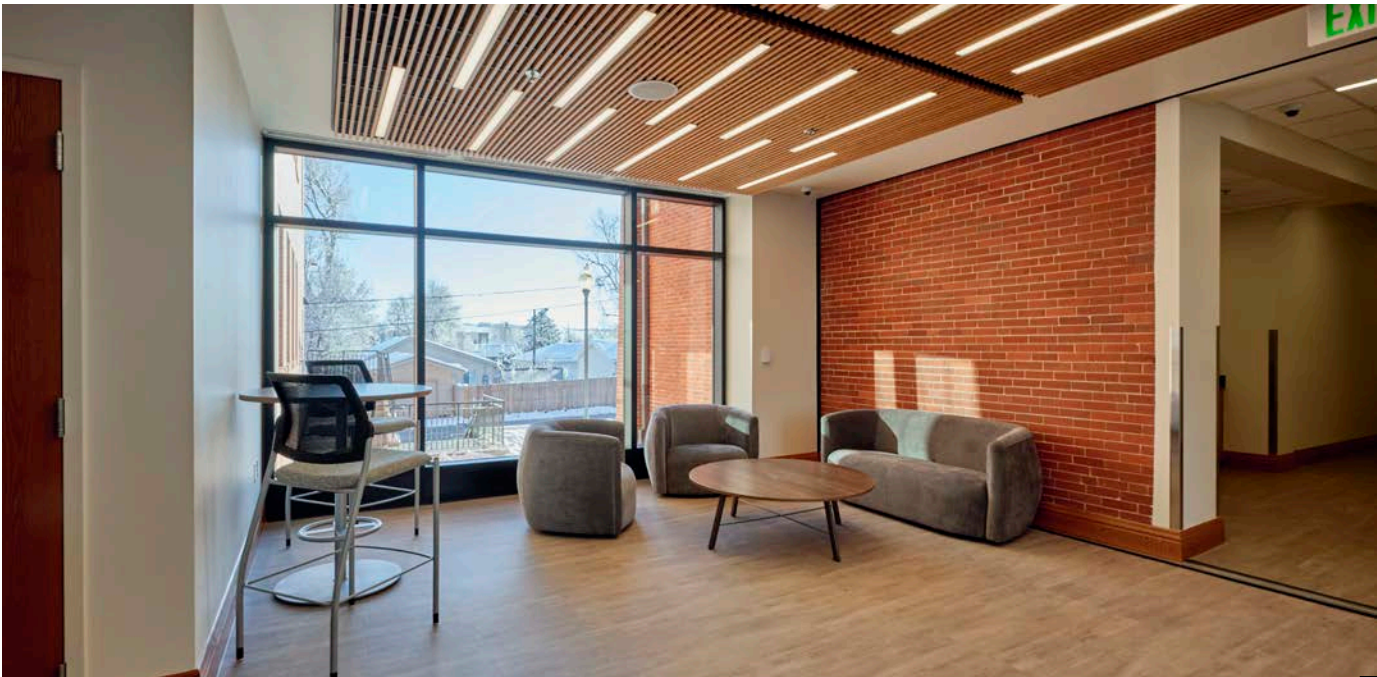
The City of New Prague’s City Hall renovation is an opportunity to make targeted, practical improvements that directly support staff operations and the public experience without overbuilding. Coming out of the City’s broader facility master planning effort, the focus is not simply on creating more space, but on using the new building more effectively, improving customer service, addressing privacy and accessibility challenges, and making strategic investments that extend the useful life of your new facility.

Wold’s process for a small City Hall renovation begins with confirming the priorities already identified through the master plan. Rather than restarting the planning process, the team would work with City leadership and staff to validate what has changed, confirm which needs remain most urgent, and identify the improvements that will have the greatest day-to-day impact. This includes reviewing public service counters, lobby flow, staff work areas, meeting space, council chamber function, accessibility, security, and building maintenance needs.

From there, the renovation process would move into a focused test-fit and concept planning phase. Wold would develop options that show how existing areas could be reused and how to improve public access, create better separation between public and staff zones, provide more privacy for customer interactions, and support future staffing needs. Because this is a smaller renovation, options would be evaluated for constructability, cost, and how well each solution supports the City’s long-term facility plan.

Once a preferred direction is selected, Wold would help the City define a realistic scope, and budget. The team would identify which improvements can be completed together, which could be deferred, to a future project.

The result is a renovation process that is clear, manageable, and grounded in the City’s master plan. By focusing on targeted improvements to customer service, accessibility, security, staff workspace, and building longevity, New Prague can make City Hall work better for today while preserving flexibility for future needs.

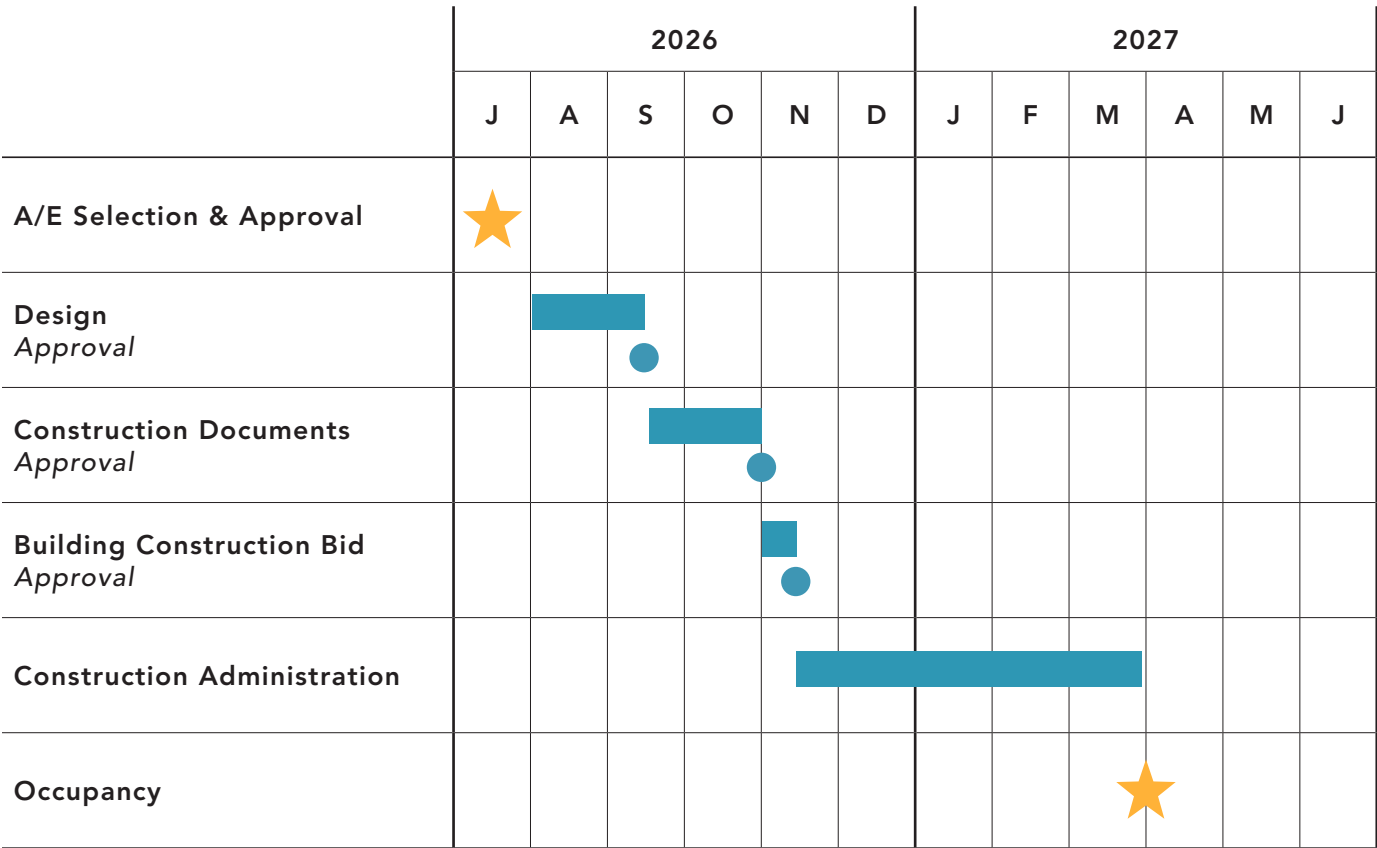


SCHEDULE

FOR CITY OF NEW PRAGUE

The Project Manager is responsible for maintaining and managing the project schedule. Wold begins by establishing key project milestones and then develops detailed, outcome-based agendas for meetings necessary to achieve those milestones. Rather than holding meetings simply because they are scheduled, we focus on gathering when decisions need to be made and progress needs to occur. Meetings are designed to produce results, and we work to ensure agenda items are completed before concluding each session.

Throughout the project, the Project Manager monitors the performance and contributions of all team members to ensure information is shared effectively, responsibilities are clearly understood, and tasks are completed on time. Successful schedule management depends on strong collaboration among the entire project team. Wold staff and consultants have worked together on numerous projects and have a proven track record of listening to clients, responding to their needs, and delivering successful outcomes through a partnership-driven approach.



3

PROJECTS

CLIENT-CENTERED EXPERIENCE

CITY, VILLAGE, TOWN HALLS, AND COMMUNITY SAFETY

Functional responses start and end with listening closely to how the City, Village, Town Hall, and Community Safety intends to operate. By understanding your mission, service model, staff workflows, public interface, and long-term community goals, Wold designs civic facilities that do more than house departments—they support the daily delivery of quality public services. Our experience with city halls, village halls, town halls, and municipal service centers has taught us that successful public facilities must balance efficiency, flexibility, security, accessibility, and a welcoming civic presence. We will design your new Town Hall to align with your operational needs, overall municipal functions, and community mission, creating a facility that supports staff, serves residents, and adapts as your needs evolve.

MINNESOTA

city of annandale

New City Hall

city of becker

Police & City Hall Addition & Renovation

city of belle plaine

City-Wide Feasibility and Master Plan

city of blaine

City Hall Improvements

city of brooklyn park

City Hall Renovation

city of burnsville

City Hall Space Needs
Police and City Hall Remodel

city of carver

New Carver City Hall

city of circle pines

City Hall

city of corcoran

City Hall/Police Remodel

city of cottage grove

New Public Safety/City Hall

city of crystal

Crystal City Hall Renovations

city of eagan

City Hall/Police Addition & Renovation

city of excelsior

City Hall Space Needs Study

city of eden prairie

City Hall Functional Program Study

city of farmington

New City Hall Project

city of hopkins

City Hall Renovation

city of hutchinson

City Hall Remodel

city of inver grove heights

Space Needs Study

city of kimball

City Hall Facility Master Plan

city of lakeville

City Hall Improvements

city of little falls

City Hall/Police/Fire Needs

city of lonsdale

New City Hall/Police Department
Master Plan

city of new hope

City Hall/Police Facility

city of new hope

Police/City Hall Site Master Plan

city of orono

City Hall Service Windows Remodel

city of prior lake

New City Hall/Police Station

city of richfield

New City Hall, Police & Fire

city of south saint paul

City Hall/Fire/Police

city of saint paul

City Hall Annex Planning

city of stillwater

City Hall/Police Remodeling

city of west saint paul

City Hall/Police Remodel

city of white bear lake

City Hall Reorganization Study

city of wyoming

City Hall ADA & Security Upgrades

ILLINOIS

village of barrington hills

Village Hall Renovations

village of buffalo grove

Village Administration Remodel

city of crystal lake

City Hall Lobby Security Upgrades

village of deer park

New Village Hall

village of glenview

Village Hall Space Needs Analysis

village of hoffman estates

Village Hall Exterior Study

village of long grove

Village Hall Renovation & Addition

village of palatine

Village Hall Renovations

city of palos heights

City Hall Remodel

village of tower lakes

New Village Hall and Police

knox county

911 Relocation

tazewell county

Justice Center

WISCONSIN

village of cross plains

New Joint Village Hall/Police

COLORADO

city of wray

Wray City Hall & Civic Center

town of erie

Town Hall Addition & Renovation



CITY OF BECKER CITY HALL/POLICE RENOVATIONS

BECKER, MINNESOTA

total sf | 26,600 sf
construction cost | \$5.2 M
completed | Fall 2025
project type | Addition/Renovation

reference
Greg Lerud, City Administrator
glerud@ci.becker.mn.us
763 200 4244

In the summer of 2023, the City approved a comprehensive remodel of the existing police station, including expanded operational spaces to better support staff and future growth. The renovation updated administrative areas, workspaces, and support facilities, enhancing efficiency, safety, and functionality. These improvements position the Police Department to operate effectively while accommodating evolving community needs.

A central focus of the project was the creation of new entry and lobby spaces to provide a more open and welcoming environment for the public. The redesigned lobby centralizes all interactions for both City Hall and the Police Department, improving wayfinding, security, and service efficiency. By combining access points, the space fosters transparency and community connection.

The project also allowed for enhancements to City Hall, adding flexible office and meeting spaces to support staff collaboration and operational efficiency. These improvements create a more integrated municipal facility that serves both staff and the public effectively. Overall, the project strengthens civic services while reflecting the City's commitment to a functional, accessible, and community-focused facility.



HOPKINS CITY HALL

HOPKINS, MINNESOTA

total sf | 12,600 sf
construction cost | \$3.7 M
completed | 2019
project type | Master Plan, Renovation, Addition

references

Ari Lenz, Former Assistant City Manager
952 548 6303

Wold Architects and Engineers was hired to develop a master plan for the various departments located at Hopkins City Hall.

This study's outcome was a full renovation of the city hall that aligned with the city's goal of improving residents' customer service experience. Additional improvements included adding a larger vestibule to the building that enhanced the customer experience and provided space to showcase the city's commitment to the artistic community of Hopkins. Beyond the lobby and entry improvements, all staff areas were renovated to improve efficiency, collaboration, daylighting and the overall aesthetic.

Throughout the entire design, Wold wanted to integrate the creative community and public art with the building. The design aesthetic is very open, modern and transparent. Additionally, the larger than typical vestibule and newly cleared sightlines offered enough room to feature public art, including a custom pendant light in the building.



CITY OF WEST ST. PAUL POLICE & CITY HALL RENOVATION

WEST ST. PAUL, MINNESOTA

total sf | 9,858 sf
project cost | \$1.2 M
completed | 2022
project type | Renovation

reference
Dennis Schilling, Chief Building Official
dschilling@wspmn.gov
651 552 4190

Wold has been working with the City of West St. Paul for many years, helping them as they reinvest in their existing municipal facility.

In 2016 Wold was hired to create more public facing meetings rooms that were centralized to the main lobby.

In 2019 the Police was renovated to provide better organizational flow for the department.

In 2021 the City renovated the City Hall portion to provide a more secure and functional working environment for their staff and to better serve the public. This renovation consisted of a new secure public counter, with adjacent conference room, more efficient office layout, new windows to provide daylighting into the office space, and updated break room, and staff restrooms including a new mother's room.



CITY OF SOUTH ST. PAUL CITY HALL, POLICE, AND FIRE RENOVATION

SOUTH ST. PAUL, MN

total sf | 50,000 sf
construction cost | \$2.4 M
completed | 203
project type | Renovation

references

Shelly Anderson, Assistant City Administrator
651 554 3203

In 2019, Wold was hired to help the city with long-range planning for City Hall, Police, Fire and Public Works. Over the course of a year, our team met with department leaders and with the City Council to develop cost effective solutions that improved departmental organization, location within the city complex, customer service and expansion if needed.

The master plan was organized around short-term, mid-term and long-term goals. This allowed the city to develop financing solutions that would meet the needs of the city without undue burden to the taxpayers.

In 2021, Wold was asked to develop design drawings for renovation of their existing City Hall/Police and fire facility that would meet the departmental needs for the next 10 years. This renovation improved staff spaces and locations to better align with customer needs, expanded service counters and waiting space was developed for city hall and police. Additionally, improvements to the fire station included improvements to their office area to better align with current staffing requirements as well as improvements to the kitchen and dayroom area. This multi-phase project allowed continuous operations during construction.



DEER PARK VILLAGE HALL

DEER PARK, IL

total sf | 4,100 sf
construction cost | \$1.1M
completed | 2020
project type | Master Plan, New Construction, Conditions Assessment

reference
Beth McAndrews, Village Administrator
847 726 1648

Wold worked with the Village of Deer Park to evaluate design options for potential expansion of the historic Vehe Barn for re-use as their Village Hall.

The Village of Deer Park's village hall is located on the grounds of the historic Vehe Barn structure, which was donated to the community and transformed into an event center. Among the many uses of the barn, Village Board meetings are held in the upper level meeting room.

To address needs for more appropriate space for Village staff, Wold was hired by the Village to complete a pre-design analysis of opportunities for expanding the historic barn to add new offices for Village Hall. Through this process, the Village ultimately determined that a standalone building located adjacent to the historic barn was the most advantageous option. Construction of the new Village Hall is completed in July 2020.

4

FEE PROPOSAL

FEE PROPOSAL

FOR THE CITY OF NEW PRAGUE

Wold believes in always finding ways to improve our collaborative working relationships with our clients. We believe we have built a strong reputation of service and responsiveness with our shared experiences together. As a professional service provider we also believe in no surprises. In proposing fees, we attempt to determine the challenge ahead and present a fair fixed fee that we believe will provide the required service. We typically propose a fixed fee at the onset of any design project and our fixed fee includes any consultants, as well as cost estimating.

For this construction portion of the project we understand the scope of work includes the following priorities:

- Replace parking lot lights
- Front door ADA
- Carpet (select areas)
- Front Desk/entrance improvements
- Paint (select areas)
- Council Chambers (Diaz and security)
- Public Restrooms
- City Hall sign
- ADA Sidewalk
- Office walls (safety and security)
- Technology rough-in (to support operations and the Council Chambers)
- Mechanical and electrical work to support changes

We have reviewed the overall budget established for the above work and from our recent work on similar projects, we believe that a construction budget of \$400,000 for those projects is reasonable and have calculated our fee based on full design of the work including coordination with city on any self performed work. For this project that is comprised of light renovation, we propose that our fixed fee would be 7% of the agreed upon construction budget for the work. Therefore, we propose the following calculation of our fixed fee:

\$400,000	Assumed Construction Cost
<u>7%</u>	Fixed Fee Rate for New Construction
\$28,000	Proposed Fixed Fee Rate

Additionally, we are happy to support the design and bidding of the technology and furniture needs for the City Hall and our additional fees for this work would be based on the following:

- Furniture Design and Bidding - 6% of the cost of the work
- Technology Design and Bidding - 10% of the cost of the work

Reimbursable expenses for minor out-of-pocket expenses such as document printing, mileage, etc. are proposed to be actual costs as submitted, in addition to our fixed fee, but are expected to be minimal and are estimated to be approximately \$1,000.

Our proposal includes all services requested. As always, we will not be happy until you are happy. We do not limit the number of meetings in our fixed fee, and we commit to complete the effort—whatever it takes—within our proposed fee.



minnesota | colorado | illinois | indiana | tennessee



Building a Better World
for All of Us®

June 29, 2026

RE: **Exhibit A-1**
Professional Services Fee Proposal
New City Hall Building Improvements
City of New Prague, MN

Mr. Joshua Tetzlaff
City Administrator
118 Central Ave. N
New Prague, MN 56071

Dear Joshua,

Thank you for the opportunity to submit this Proposal for Professional Services for your New City Hall Improvements project in New Prague, MN. Short Elliott Hendrickson Inc. (SEH) is pleased to present you with the following professional services fee proposal as outlined below that will take the project from startup through completion of construction and project closeout activities.

PROJECT UNDERSTANDING

The City of New Prague is planning to make improvements to the newly acquired building located at 1201 1st Street NE in New Prague, MN which will be used as the City Hall. The interior improvements proposed include reworking the access, security and functionality of the main entry lobby and future council chambers, the addition of restrooms serving the west portion of the building, and various interior finish material updates throughout the building. Design services would be primarily architectural and interior design, with some Mechanical, Electrical and Plumbing Engineering required for the new restrooms and technological improvements. Should Structural or Civil Engineering services be required, they can be provided as an additional service.

SCOPE OF SERVICES

SEH proposes to provide Design, Bidding, Permitting, Construction Administration and Project Closeout services for the proposed New City Hall Improvements Project in New Prague, MN. Services are anticipated to be required from the following disciplines:

- Architecture
- Interior Design
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering

Schematic Design

Identification and development of preliminary building layout and interior finish upgrades for the proposed improvements. This phase includes one in person design review meeting and virtual progress meetings for feedback and refinement of the work generated as required. Tasks and deliverables include the following:

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.903.6970 | 888.908.8166 fax

- Review existing building drawings and develop base Revit model.
- Meet with city staff to review current and future anticipated building needs.
- Prepare schematic floor and ceiling layout plan for lobby, council chamber and new restrooms.
- Present preliminary interior finish material and color options for review.
- Develop exterior building elevations as required to show exterior signage.
- Prepare preliminary building code analysis for proposed improvements.
- Develop recommendations for mechanical, plumbing, and electrical systems for lobby, council chamber and new restrooms.
- Also included are project management activities and overall project team coordination and administration

Final Design

Final Design includes generation of detailed architectural, mechanical, and electrical construction drawings and specifications. Final design document package will be prepared for submitting to governing authorities for plan review and issuance of permits, and for issuance to contractors for construction bidding. This phase includes one in person final design review meeting and virtual design progress meetings as required. Also included are project management activities and overall project team coordination and administration. Tasks and deliverables include the following:

- Prepare project manual including front end (bid documents) and technical specifications
- Building code analysis for code compliance review and approval by Authorities Having Jurisdiction (AHJ)
- Prepare one Estimate of Probable Construction Cost for review by Client.
- Develop bidding and permitting set of construction drawings including:
 - Architectural building floor, and ceiling plans
 - Exterior building elevation with exterior signage
 - Interior details, elevations, and finish schedules
 - HVAC Plans and associated schedules and details
 - Plumbing plans, details and schedules
 - Power Plans and associated schedules and details
 - Lighting Plans and associated schedules and details
 - Electrical schedules and details

Bidding Assistance

Preparation of bid documents for distribution to bidding contractors. Assistance will be provided to administer the public bid process for contractor selection and generation of construction contracts. Activities include:

- Preparation of the Advertisement for Bids.
- Distribution of bid documents to bidding contractors.
- Responding to bidder's questions, providing clarifications to bid documents, and issuance of addenda as needed.
- Lead virtual bid opening and compile contractor bids for review.
- Bid evaluation and preparation of recommendations for contractor selection.
- Preparation of draft contracts for construction with selected contractor.

Permitting

Preparation of permit documents for submittal to appropriate governing authorities for approvals and issuance of building and plumbing permits. Permit fees paid on behalf of the city will be invoiced as a reimbursable expense.

Activities include:

- Submission of plans, specifications, calculations and forms to appropriate governing authorities.
- Provide written response to plan review comments in the securement of required permits, including issuance of addenda to adjust construction documents as required.

Construction Administration

Administration of the Contract between the Client and the Contractor for the construction of the project. Activities include:

- Organizing and conducting Pre-Construction Meeting with the contractor and city.
- Answering field questions and provide additional information to the contractor as required during construction.
- Review and response to contractor-issued RFI's.

- Review of shop drawings, product data and other submittals as designated by the contract documents and coordinate responses with city staff.
- Review of monthly contractor pay requests and submit to city for processing.
- In-person attendance at three (3) construction progress meetings conducted by the contractor.
- Attend one (1) punch list site visit and issue punch list to the contractor.

Project Closeout

Completion and closeout of the Contract between the Client and the Contractor. Activities include:

- Receipt of contractor closeout materials, including construction document field set. Documents to be reviewed and distributed to the city.

Assumptions

The following assumptions have been made in the preparation of this proposal:

- Available existing building drawings, specifications, and reports will be provided to SEH for review.
- The Client will provide SEH access to the existing building upon request for review of existing conditions.
- The building is in sound structural condition.

SERVICES NOT INCLUDED

(may not be all-inclusive)

1. Special structural Inspections
2. As-built record drawing generation
3. Administration of grant or other funding sources to facilitate city reimbursement
4. Exterior design pertaining to civil engineering, ADA parking, pavement removals, and landscape architecture are not included in this scope of services but are available as an additional service.
5. Structural engineering and modifications of the building structural systems
6. Design of exterior building modifications beyond the scope of the added signage (i.e. window replacement, reroofing, exterior shell or foundation improvements or modifications are not included in this scope).
7. Redesign efforts conducted after the Schematic Design phase initiated by the Owner will be considered an additional service and fee.
8. Energy Modeling
9. Existing building envelope, HVAC and Electrical Commissioning
10. Noise abatement / Acoustical studies
11. Asbestos, radon gas, and lead based paint sampling, testing, identification, advisement or removal.
12. Permitting and plan review fees
13. Furniture, fixtures and equipment (FFE) design and procurement
14. Additional site visits beyond those outlined in this Project Scope
15. Development of 3D renderings and images

SCHEDULE

The following is a preliminary project schedule for the design phase of the project. Once a contractor is selected a more detailed construction phase schedule can be provided. The SEH Design Team is prepared to begin providing the design phase services upon receipt of a signed copy of this Agreement.

- Schematic Design..... 3 weeks
- Final Design..... .3 weeks
- Bidding and Permitting 4 weeks
- Construction Phase Begins Anticipated to be 4 to 5 months

PROJECT FEES

We propose providing the professional services as defined in this proposal for Design, Permitting, Bidding, and Construction Administration phase services for a lump-sum fee of \$52,000. Plan review and permitting fees paid on behalf of the city will be invoiced as a reimbursable expense in addition to the lump sum fees.

ADDITIONAL SERVICES

Changes to the project scope of work as defined above shall be considered as additional services and billed in addition to the fees as quoted in this proposal. Additional Services can be identified either on a lump-sum basis or

as an estimated fee at standard hourly rates and agreed to by both parties in writing prior to commencing work.

We are prepared to begin providing the services outlined in this proposal upon receipt of a signed copy of the attached Supplemental Letter Agreement. If you have any additional questions related to the proposed services in this proposal, please feel free to contact me at 651.765.2996, or at cwhitehouse@sehinc.com. Thank you again for this opportunity, and we look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chris Whitehouse, AIA
Project Manager - Architecture

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of New Prague ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 8, 2009, this Supplemental Letter Agreement dated June 29, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: City Hall Building Improvements.

Client's Authorized Representative: Joshua Tetzlaff
Address: 118 Central Ave N, New Prague, Minnesota 56071
Telephone: 952.758.4401 **Email:** jtetzlaff@newpraguemn.gov

Project Manager: Chris Whitehouse
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 651.765.2996 **Email:** cwhitehouse@sehinc.com

Scope: See attached Exhibit A-1 dated June 29, 2026.

Schedule: See attached Exhibit A-1 dated June 29, 2026.

Payment: The lump sum fee is \$52,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of New Prague

By: _____
Full Name: _____
Title: _____

By: _____
Full Name: _____
Title: _____

By: _____
Full Name: _____
Title: _____

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.
4. Plan review, permitting and other fees paid on behalf of the Client shall include actual expenditure plus 10% markup for the cost of administration.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

June 30, 2026

Joshua Tetzlaff
City Administrator
118 Central Ave N.
New Prague, MN 56071

RE: PROFESSIONAL DESIGN SERVICES FOR A PREDESIGN STUDY OF 1201ST STREET NE, FOR THE CITY OF NEW PRAGUE

Dear Mr. Tetzlaff,

Thank you along with Robin and Matt for taking time to walk through the project with me last week. OHA Architecture + Design is excited about the opportunity to present our proposal for architectural design development and construction documents for the remodeling of the existing building located at 1201st Street NE in New Prague. We believe our talented staff, design team, and experience with facilities like yours make OHA an excellent fit.

FIRM OVERVIEW, EXPERIENCE & KEY PERSONNEL:

OHA is a full-service design firm offering architectural, interior design, planning, and sustainability services. OHA approaches each project with a dedication to lasting client relationships, quality workmanship and total customer care.

OHA is a Limited Liability Company. The owners are Eric L. Oleson and Dennis G. Hobbie who established the firm in 2010. We are located in Mankato, Minnesota & Sioux Center, Iowa. Our team of multi-disciplinary professionals includes Architects, LEED Accredited Professionals, Interior Designers, Planners, Project Managers and Graphic Designers. This team is supported by a strong AutoCAD, Revit Modeling, and technical support staff.

IN-HOUSE CAPABILITIES:

Comprehensive Design Studies	Cost Estimating
Predesign	Master Planning
Sustainable Design	Interior Design
Architectural	Historical Preservation
Building Envelope/Restoration	Construction Administration
Construction Document Review	Construction Observation/Inspection
Litigation Support	Signage

DESIGN PHILOSOPHY:

Over the years our team at OHA has developed long-lasting client relationships. We believe that our work goes beyond bricks and mortar, and it goes beyond doors and windows. We understand that budgets exist for a reason and that there is a value to every dollar spent toward a vision and a future that is shared by many. We believe that our value to a project comes from listening to our client's thoughts, visions, and ideas and implementing those visions into building concepts.

COMMUNICATION IN DESIGN:

Open and accurate communication is at the core of OHA. We understand accountability and the need to keep accurate and up to date information for the entire design team to share. We use online project management tools to ensure all information is readily and accurately available to all. We have incorporated the use of online collaboration software into our project communication framework. It allows a single source location for important documents for all to access at any given time. Whether it is meeting minutes, or concept ideas in the early stages of design, communication between all parties is necessary for a successful project.

MUNICIPAL FACILITY EXPERIENCE:

Team members of OHA have been assisting office buildings and municipal facilities for over a decade. Our work with recent municipal facilities has proven successful with projects for the City of Albert Lea, Sleepy Eye, Saint Peter, Fairmont, Medford, Mayer, Wells, Belle Plaine, and Mankato. In Iowa the city of Doon, Inwood and Sioux Center. We work closely with city officials and their support team to create unique spaces that are functional to their needs while warm and welcoming to the communities they serve.

PROJECT UNDERSTANDING, APPROACH, SCOPE OF WORK & TIMELINE:

It is our understanding that you are seeking professional design assistance for light interior remodeling and refreshing of the existing building located at 1201 1st Street NE in New Prague. During my visit you shared that your group spent time developing ideas and a high-level budget for the work. Our approach would be a two-phased process. Phase 1 would be to confirm your program of use for the facility in the existing building remodel that fits both your function and your budget. Those areas would include remodeling the large octagonal space for the council chambers (2,224 sf) along with new restrooms for the area. Another area indicated was creating a welcoming lobby and reception space (930 sf) for the community. Security is also a priority for the building as it transitions into your new city hall. Once we have determined the best plan and remodeling concept that is within your budget, we would then transition into Phase 2 or construction development to further define the scope of work and then the preparation of signed construction documents that include a building code analysis and drawings for gathering proposals or bids for the work. You also shared that you are considering having city staff work on the remodeling to reduce costs. This may be your best approach to saving on construction costs as the project could be broken into smaller work areas. This could save costs for General Conditions and project management.

SCOPE OF WORK:

The below phases define our next steps to move forward with our architectural services that detail our process for how we would collaborate with you on the project.

PHASE 1: PREDESIGN

ESTIMATED 4 TO 6 WEEKS

The Design Development (DD) phase will set the project parameters and final scope of work for moving forward towards Construction Bidding/Proposal Documents. OHA will work with your team to gather existing condition information with As-Built drawings, refine the program and plan design concept to ensure all significant design decisions have been resolved to such an extent that construction documents may proceed with limited changes. OHA’s design team will provide drawings showing relationships of all project components including the possible reuse of existing areas and casework. These design documents will include scaled floor plans, building interior elevations, finishes and details.

Tasks that will be performed in this phase are:

- Programming, Design Development review & coordination with estimated construction costs.
- Determine areas of renovation and improvements while considering phasing opportunities.
- Review of conceptual building floorplan layout as it relates to the state and local building codes.
- Owner sign-off meeting for Design Development Documents.

PHASE 2: INTERIOR REMODEL CONSTRUCTION DOCUMENTS

ESTIMATED 6 TO 8 WEEKS

With the Design Development plans approved we will start the Construction Document (CD) phase which considers the final design decisions of the Design Development phase and produces the necessary documents to bid and construct the building. OHA’s design team will develop Construction Documents as necessary to provide information to bid and construct the project.

Tasks that will be performed in this phase are:

- Detailed construction drawings along with general construction information. (Coordinating all drawings for mechanical, electrical and plumbing work)
- Review meetings for the Construction Documents.
- Updated code and ADA compliance analysis.
- Review potential project construction schedule.
- Prepare documents for permitting and construction.

The Bidding phase is the process in which the General Contractors to prepare bids for a guarantee not to exceed price “GMP” to construct the building as shown on the construction documents. OHA’s design team will work with you to coordinate bidding activities to obtain the best qualified bids for the project.

Tasks that will be performed in this phase are:

- Review bidder’s requests for information.
- Review requests for prior approval and writeup and distribute addenda.
- Preside over bid opening.
- Tabulate and review bids and make recommendations.

CONSTRUCTION ADMINISTRATION:

The Construction Administration (CA) Phase is that process where the awarded contractors construct the building as designed and bid. OHA’s Design Team will act as contract administrator with our construction supervision services to assist you with the construction process. We work with the General Contractor in coordinating all construction-related meeting minutes, request for information, shop drawings, and construction payment applications. Our well-managed meetings assure our clients that we value their construction dollar and will assist the City of New Prague in effective construction administration.

Tasks that will be performed during this phase are:

- Review contractor requests for information, shop drawings, change proposal requests & application for payment documents.
- Attending three (3) construction meetings and providing site reports.
- Assist in inspections and substantial completion for certificate of occupancy.

DESIGN FEES:

PHASE 1 - PREDESIGN

As-Built Verification of the Existing Building	Fee: \$8,000
Conceptual Design Development & Estimating	Fee: \$10,000
Total Phase 1:	Fee: \$18,000

PHASE 2 – INTERIOR REMODEL CONSTRUCTION DOCUMENTS

Construction Documents and Bidding	Fee: \$17,000
Construction Administration (3 visits: Kick Off, Framing Review and Final Inspection)	Fee: \$8,000
Total Phase 2:	Fee: \$25,000

PROFESSIONAL DESIGN FEES

Professional design fees will be billed monthly for the percentage of work completed. The Architect reserves the right to stop work on the project if there are past due invoices. Work would commence again when past due invoices are paid and current.

ADDITIONAL SERVICES OR SERVICES BY OTHERS

1. This proposal assumes there will be no LEED (Leadership in Energy and Environmental Design) analysis required. Any services for LEED analysis will be provided as an additional service.
2. This proposal assumes the existing mechanical and electrical systems are compliant with the current building code and do not need necessary improvements beyond areas of the remodeling. We were told that existing plumbing is in place for new restrooms near the council chamber. If this is not correct and is needed, we will prepare a proposal for additional services for those utility improvements.
3. This proposal assumes that there is no outside work to the building that would include exterior detailing beyond the potential of removing windows and replacing them with infill wall panels in the new council chambers.
4. This proposal does not include civil engineering or structural engineering consultants for the interior remodeling of the project. If needed, we will provide services for a negotiated additional fee.
5. This proposal does not include exterior landscaping or parking improvements. If needed, we will provide services for a negotiated additional fee.
6. All permit and submittal fees for review are by Owner and not included in our services.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to our base services incurred by OHA and any consultants. This may include reproduction of documents, postage, and mileage based on the current IRS federal rate per mile.

PAYMENTS ON ACCOUNT

Invoices for the Architect shall be submitted monthly. Invoices shall be payable when rendered and shall be considered past-due if not paid within 30 days after the invoice date. Payments which are past due will be subject to a 1.5% finance charge per month from the time of due date unless prior arrangements are made in writing.

INDEMNIFICATION

To the fullest extent permitted by law, the Architect and the Client mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors, or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.

RISK ALLOCATION

In recognition of the relative risks, rewards, and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Architect's fees. Such cause or causes include, but are not limited to, the Architect's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the Architect and its officers, members, directors, partners, agents, employees, and subconsultants.

CONCLUSION

We believe that we have the expertise and talent that you will need in moving forward with your remodeling project for the relocation of the New Prague City Hall. We look forward to developing the final design, preparing construction documents, and guiding you through the design process for your new City Hall. Our current workload allows us to start working on your project in late July to early August. If you have any questions regarding our proposed fees or scope of work, please contact us at 507-420-1964. If the above information is acceptable to you, please reach out and we will prepare an architectural AIA Contract to move forward with your project. Thank you again for the opportunity to present this proposal to you.

Sincerely,



Eric L. Oleson AIA, CID
Principal Architect / Partner
OHA Architecture + Design

COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**County**" and the **City of New Prague**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**City**".

RECITALS:

- A. County has programmed plans to improve a segment of County Highway (CH) 15 from Columbus Ave N to CH 8, County Project (CP) 15-20. The plans include milling bituminous pavement, plant-mixed asphalt pavement, and pavement markings (the Overlay work) along with concrete walk and Americans with Disabilities Act (ADA) improvements (the Trail work). Overlay work and Trail work, together referred to as the "Project".
- B. The above-described Project lies partially within the corporate limits of the City.
- C. City supports the planned Project and is willing to cooperate with County to complete the Project and share costs related to the Project.
- D. The Scott County Cost Participation Policy states the City and the County will split equally the cost of the walk, trail, and ADA improvements associated with all County-led projects and all pedestrian amenities, which apply to the Trail work in this Project.
- E. The County Engineer has prepared an estimate of the City's cost share for the Trail contract work in the sum of thirteen thousand nine hundred two dollars and thirty-two cents (\$13,902.32). A copy of said estimate (marked Exhibit "A") is attached hereto and made a part hereof.
- F. It is contemplated that the Project shall be carried out by the parties under the provisions of Minn. Stat. §162.17, subd. 1 and Minn. Stat. §471.59.

NOW, THEREFORE, in consideration of the mutual undertakings and agreement contained within this Agreement, the County and City hereby agree as follows:

- 1. **Incorporation**
The recitals set out above are hereby incorporated into this Agreement as if fully restated herein.
- 2. **Scope of Services**
 - a. County shall advertise for bids for the work and construction of the aforesaid Project, receive and open bids pursuant to said advertisement and enter into a contract (Contract) with the successful bidder at the unit prices specified in the bid of such bidder, according to law in such case provided for counties. The Contract will include the plans and specifications prepared by the County or its

- agents, which plans and specifications are by this reference made a part hereof.
- b. County shall have overall authority to administer the Contract and inspect the construction of the Contract work for the Project. County shall have ultimate authority in initiating and determining change orders, supplemental agreements, and final quantities. The City Engineer shall cooperate with the County Engineer and his staff at their request to the extent necessary but shall have no other responsibility for the supervision of the work.
 - c. The County Engineer shall prepare monthly progress reports and furnish to the City upon request.

3. Payment

- a. It is specifically agreed that the estimate(s) mentioned in this Agreement is only a preliminary estimate of the cost for the work on the Project and that the unit prices set forth in the Contract and the final quantities as measured by the County Engineer shall govern in computing the total final construction cost for apportioning the cost of the Project according to the provisions of this section.
- b. Based upon the total final construction costs:
 - 1) County shall pay one hundred percent (100%) of the Overlay work.
 - 2) City shall reimburse the County fifty percent (50%) of the final actual construction costs of the Trail work.
 - 3) City further agrees to apportion costs designated as Engineering, and Contract Administration costs, which includes all actual costs of planning, design, environmental review, permits, preparation of bid, specifications and contract administration related to the Trail work. For such costs, the City agrees to pay an additional three percent (3%) of the final work costs set out above for Engineering and an additional three percent (3%) of the final work costs set out above for Contract Administration.
- c. Upon completion of the Project, County will submit an invoice to City for the payment due, and City shall pay all amounts due within thirty (30) days.

4. Ongoing Maintenance Items

- a. Future Modifications. County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highway included in the Project for any installation of underground utilities which would be considered as new work; service cuts shall be allowed for the maintenance and repair of any existing underground utilities.
- b. Pavement Striping and Markings. Initial pavement striping and markings shall be included as part of the Project. The County shall be responsible for all subsequent pavement striping and markings on its county roads as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs. The City shall be responsible for all subsequent striping and markings on its city roads, including pedestrian markings across its City roadway intersection legs, as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs.
- c. Snow and Ice Control. Upon completion of the Project, the City, at its expense and discretion, shall perform snow, ice, and debris removal on all trails and sidewalks constructed with the Project.

- d. Trail Maintenance. All future maintenance costs of Trail improvements constructed under this Agreement will be shared equally between the County and City regardless of which party performs the maintenance work. Either party can initiate and complete such maintenance work with notice given to the other party. Upon completion of such work the initiating party will invoice the other for fifty percent (50%) of the actual total cost. The preventative maintenance on trails constructed with this project, including sealcoating, will be cost shared equally between the County and City with County administering the process.
- e. A future County Global Maintenance Agreement, upon execution, may supersede maintenance responsibilities stated in this Agreement.

5. Effective Date of Contract

This Agreement shall be effective upon execution by all parties to the Agreement.

6. Term of Contract

This Agreement will terminate upon City making final payment, the County’s project completion and close out, provided that the Ongoing Maintenance section shall survive the Agreement termination.

7. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this Agreement. City is notified of the authorized agent of County as follows:

Nathan Thomas, or his successor
 Highway Division Program Manager
 Scott County Transportation Services
 200 Fourth Avenue West
 Shakopee, MN 55379
 (952) 496-8479
nthomas@co.scott.mn.us

The County is notified the authorized agent for City is as follows:

Josh Tetzlaff, or his successor
 City Administrator
 City of New Prague
 118 Central Avenue N
 New Prague, MN 56071
 (952) 758-1129
jtetzlaff@newpraguemn.gov

8. County and State Audit

Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County, City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for

such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.

9. Liability and Indemnity

- a. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.
- b. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466 to limit each party's total liability for all claims arising from a single occurrence, including the other party's claim for indemnification, to the limits prescribed under §466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minn. Stat. §471.59, Subdivision 1a. as a single governmental unit.
- c. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

10. Insurance

Since each party is a political subdivision of the State of Minnesota, each party shall maintain a program of self-insurance or insurance covering general liability and

automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said coverage shall be kept in effect during the entire term of this Agreement.

11. Data Practices

All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or City pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

12. Equal Employment and Americans with Disabilities

In connection with the work under this Agreement, City agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this Agreement, City certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of City to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this Agreement unless or until City complies with the County policy, and/or suspension or termination of this Agreement.

13. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

14. Changes/Amendments

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement, or according to other written policies of the original parties.

15. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the

other party.

16. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and City relating to the subject matter hereof.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed intending to be bound thereby.

CITY OF NEW PRAGUE

By _____
Charles Nickolay, Mayor

And _____
Joshua Tetzlaff, City Administrator

Date _____

Date _____

COUNTY OF SCOTT

By _____
Lezlie Vermillion, County Administrator

Date _____

Upon proper execution, this agreement will be legally valid and binding.

RECOMMEND FOR APPROVAL:

By _____
Jeanne Andersen, Assistant County Attorney

By _____
Anthony J. Winiecki, County Engineer

Date _____

Date _____

EXHIBIT A

Division of Cost Summary

Trail & ADA Construction Costs and Engineering/Administration Services to be shared 50% with the City of New Prague

Estimated Costs Based on Award
CH 15 Overlay Project (CP 15-20) - Trail/ADA

Construction Costs					
Item	Est. Quant.	Unit	Unit Price	Amount	
REMOVE CURB AND GUTTER	130	LF	\$ 15.00	\$	1,950.00
REMOVE CONCRETE WALK	221	SF	\$ 4.50	\$	994.50
REMOVE BITUMINOUS WALK	906	SF	\$ 2.45	\$	2,219.70
6" CONCRETE WALK	1127	SF	\$ 9.27	\$	10,447.29
CONCRETE CURB AND GUTTER	130	LF	\$ 36.05	\$	4,686.50
TRUNCATED DOMES	64	SF	\$ 92.70	\$	5,932.80
Total Estimated Construction Costs				\$	26,230.79
50% of Total Estimated Construction Costs				\$	13,115.40
Contract Work Percentage Costs					
Construction Engineering and Inspection - Three Percent (3%)				\$	393.46
Contract Administration - Three Percent (3%)				\$	393.46
Total Estimated Contract Work Percentage Costs				\$	786.92
ESTIMATED GRAND TOTAL				\$	13,902.32



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBIN PIKAL, FINANCE DIRECTOR
SUBJECT: 2027 AUDIT SERVICES FOR FISCAL YEAR 2026
DATE: JUNE 30, 2026

Abdo presented the City with a one year proposal to extend audit services for the 2026 fiscal year. The increase for the City Audit for fiscal year 2026 from 2025 is 8%.

Over the past several years the City and Abdo have maintained a successful working relationship. During the years of service, Abdo and City staff have spent a great deal of time working together to understand City and Public Utilities Commission (PUC) operations. Both parties have achieved a process that has been mutually beneficial to both parties through good working relationships and strong communication, resulting in efficiencies throughout the audit process. With the City’s ongoing effort to ensure our due diligence, we are proposing to accept Abdo’s proposal for fiscal year 2026.

Recommendation:
Staff recommends that Council approve Abdo’s proposal for 2027 audit services for the 2026 fiscal year.



abdosolutions.com | info@abdosolutions.com

5201 Eden Ave, Ste 250 | Edina, MN 55436 | P 952.835.9090

TO

Honorable Mayor and City Council

City of New Prague, Minnesota

PROPOSED FEES

At Abdo, we partner with you to help navigate complex financial, operational, and strategic issues. Our team brings not only a wealth of knowledge and experience but also the foresight and perspective to see beyond where you are today—helping to lead you on the path forward.

We look forward to continuing this relationship and seeing your organization reach its goals. Below is a summary of the services we discussed and the anticipated fees for these services.

Service	Fees
FY2026	FY2026
Audit	\$46,500
Audit (PUC)	\$11,000
Single Audit (if applicable, per major program)	\$6,000
OSA Reporting Form	\$1,100
TIF Reporting Forms (per TIF district)	\$975

We’re here as a partner, a catalyst, and a guide as you navigate the future. We truly value your business and look forward to sparking new ideas for your organization.

Abby Schmidt

Governmental Services Manager

abby.schmidt@abdosolutions.com

507.344.9282





118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: APRIL 1, 2025 POPULATION ESTIMATE
DATE: JUNE 25, 2026

The City has received its April 1, 2025 population estimates from both the Minnesota State Demographer (for the LeSueur County side of the City) and from the Metropolitan Council (for the Scott County side of the City).

As of April 1, 2024, the population estimate was:

Population: 8,244
Households: 3,057

As of April 1, 2025 (over one year ago), the City’s Population Estimate was:

Population: 8,259 (+15)
Households: 3,044 (-13)

As with past estimates, staff had concerns about the numbers on the estimate. Specifically, this year’s concern is why the estimate shows a reduced number of households, while the population is shown going up. This is explained by the average household size being estimated to have gone up from 2.659 to 2.669, but the estimate also includes what they believe is a lower general occupancy rate. It is also noted that each year’s estimate is not based off the prior year’s estimate but rather the 2020 Census number and the assumptions change annually. Different methods are also used for Scott County (Met Council) versus Le Sueur County (State Demographer).

It is also notable that the Bohemia Flats Apartment building is not reflected in the estimates for this year as that building did not open until October of 2025 and this estimate is as of April 1, 2025. Residents in that apartment will begin to be reflected in next years estimate.

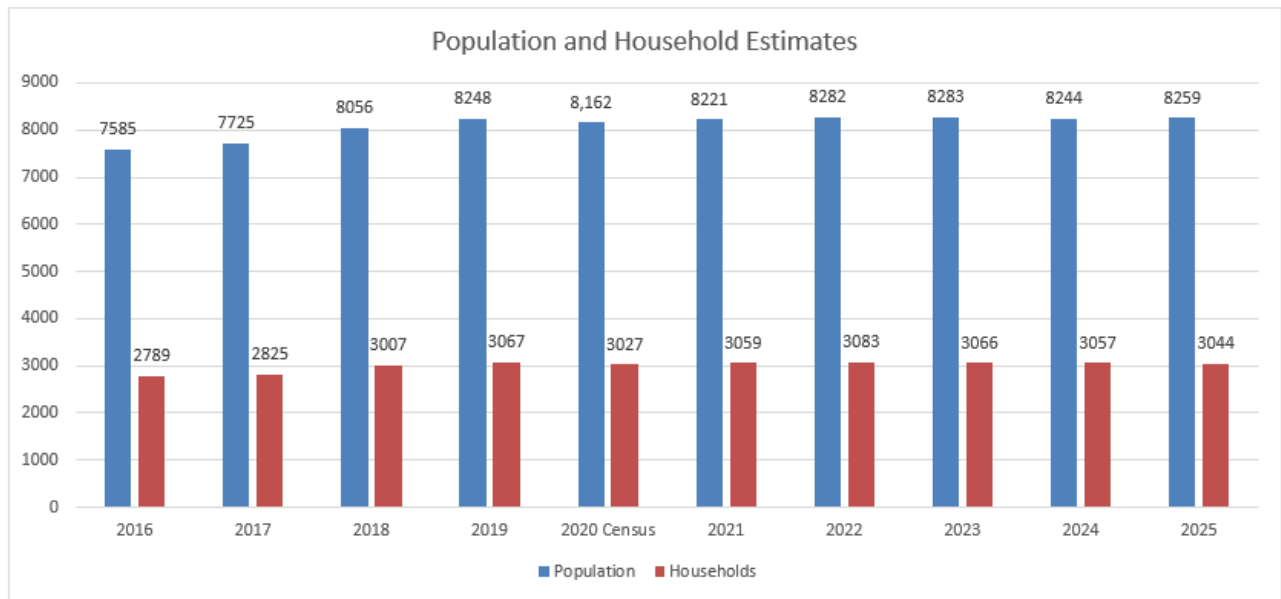
Staff Recommendation

No action is needed on this item. It was provided for informational purposes only.

Summary of New Prague's population (as of April 1, 2025)

The Metropolitan Council and the State Demographic Center estimate New Prague's population jointly. The Metropolitan Council produces estimates for the Scott County portion of New Prague, while the State Demographic Center does so for the Le Sueur County portion. Here is the population breakdown for the two portions of New Prague. A more detailed report covering the Scott County portion is also enclosed.

	New Prague, Scott County (Metropolitan Council)	New Prague, Le Sueur County (State Demographic Center)	Total
Total households	1,763	1,281	3,044
Total population	4,671	3,588	8,259
Population in households	4,606	3,517	8,123
Population in group quarters	65	71	136
Average household size	2.613	2.746	2.669





Proud Tradition *Promising Future*

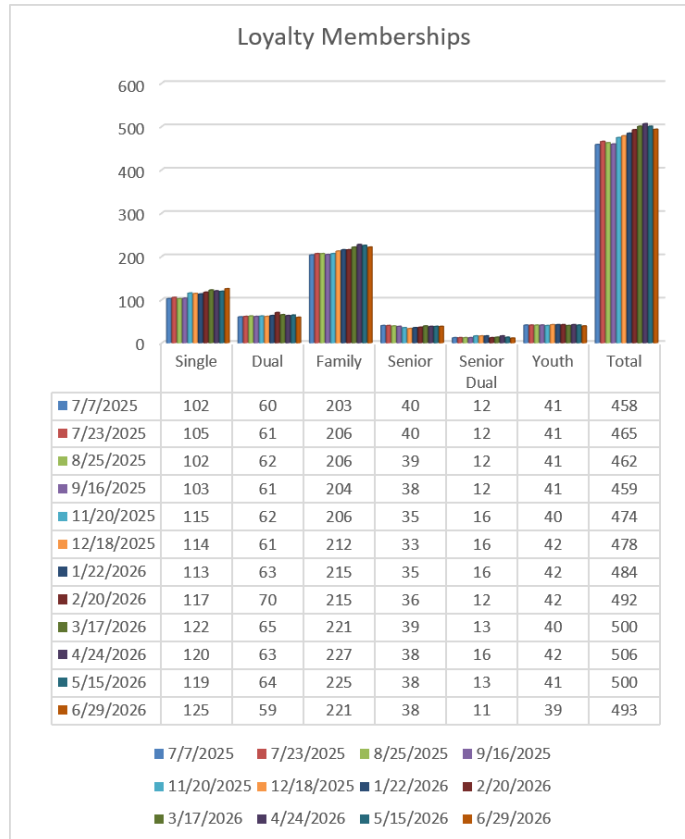
NEW PRAGUE AREA SCHOOLS

Joint Powers Membership and Financial Update

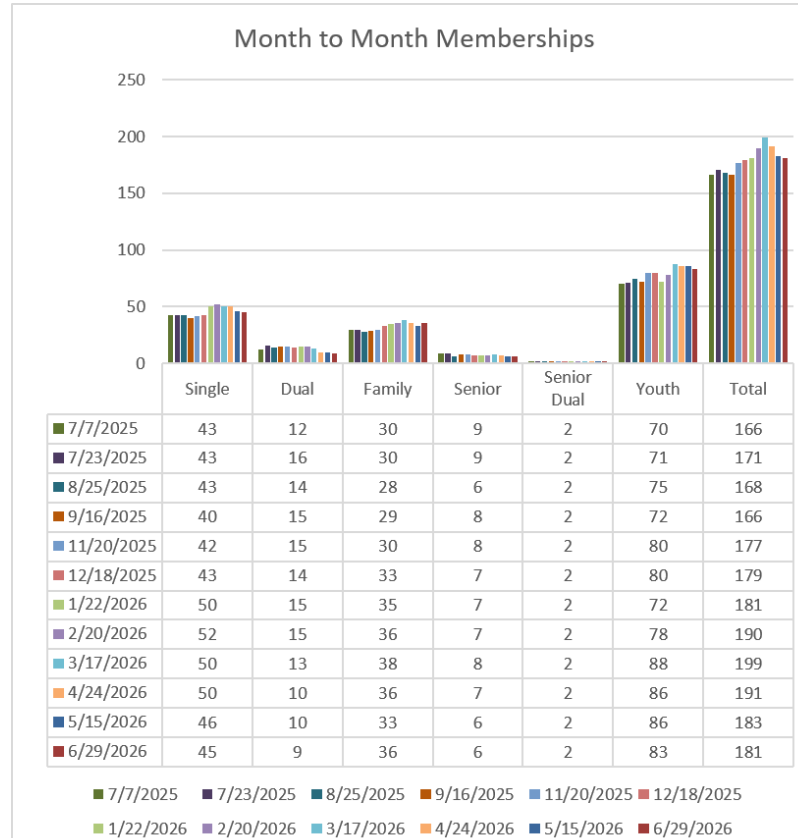
June 30, 2026

For May 2026

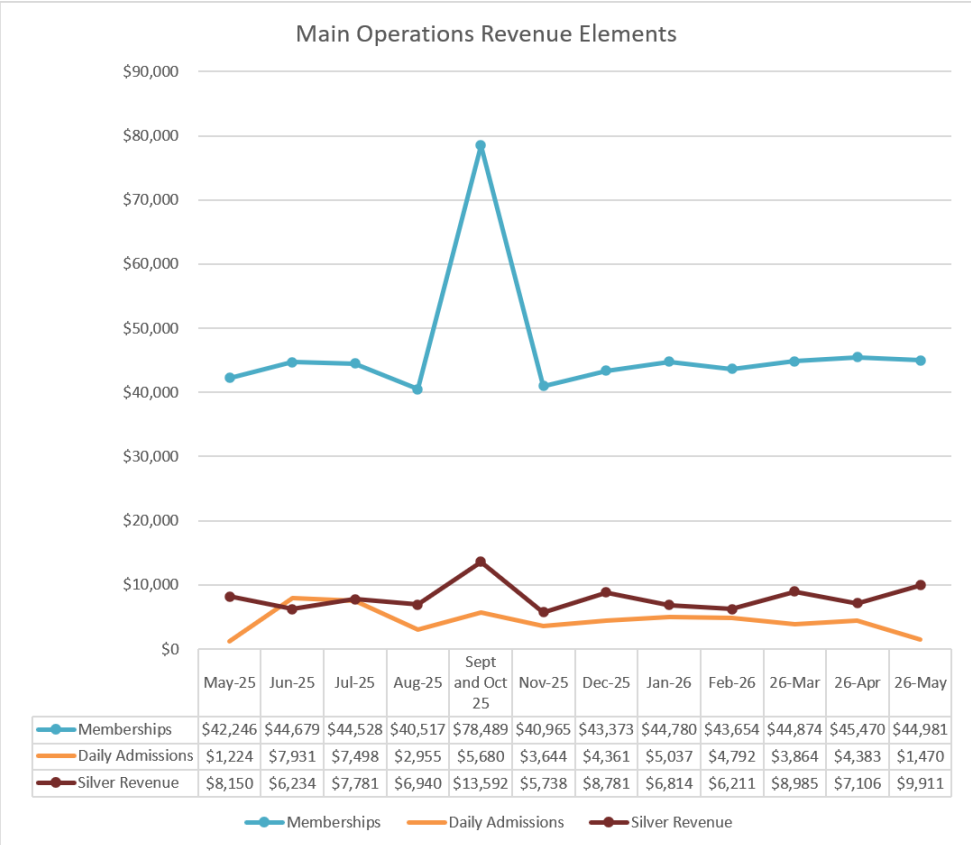
Loyalty Memberships



Month to Month Memberships

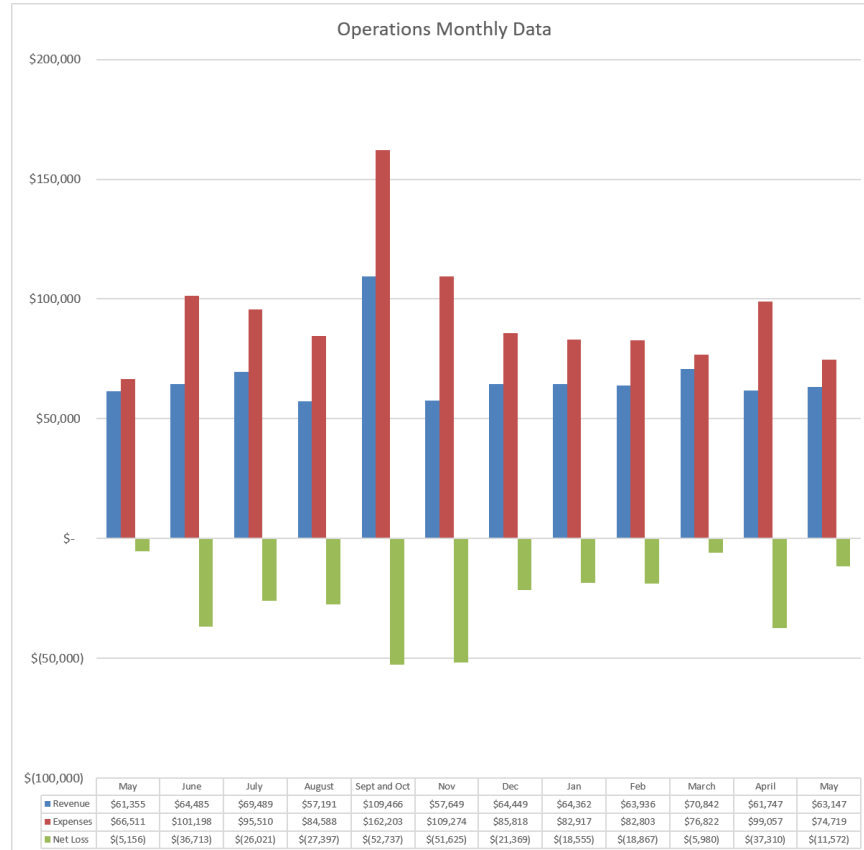


Operations Revenue



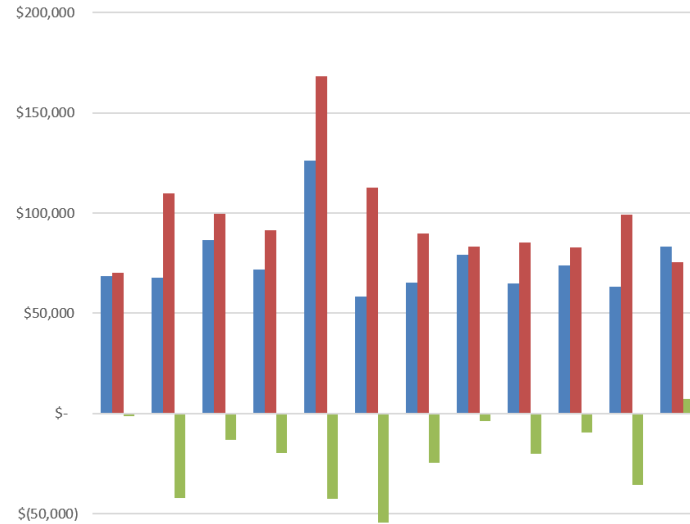
Operations Monthly Data

Section 13, Item b.



Total FAC Monthly Data

Total FAC Monthly Data: Grand Total Revenue and Expenses;
Grand Total Gain or Loss



\$(100,000)

	May	June	July	August	Sept and Oct	Nov	Dec	Jan	Feb	March	April	May
■ Grand Total Revenue	\$68,760	\$67,596	\$86,668	\$71,782	\$125,983	\$58,339	\$65,282	\$79,362	\$65,057	\$73,701	\$63,387	\$83,060
■ Grand Total Expenses:	\$70,043	\$109,838	\$99,639	\$91,587	\$168,359	\$112,535	\$89,669	\$83,092	\$85,275	\$82,961	\$99,057	\$75,680
■ Grand Total Gain (Loss)	\$(1,283)	\$(42,242)	\$(12,971)	\$(19,805)	\$(42,376)	\$(54,196)	\$(24,387)	\$(3,730)	\$(20,218)	\$(9,260)	\$(35,670)	\$7,380

Joint Powers Advisory Board Monthly Reporting Summary									
	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY 24-25 Actual	5/31/26	FY 25-26 Balance from Budget	FY 25-26 % of Budget Remaining	Preliminary FY 25-26 Budget	Revised FY 25-26 Budget
Operational Revenue	\$57,264	\$650,624	\$697,818	\$713,548	\$682,278	\$41,736	5.76%	\$710,784	\$724,014
Operational Expenses	\$899,046	\$921,613	\$988,743	\$1,059,033	\$953,711	\$83,931	8.09%	\$1,087,244	\$1,037,642
Net Gain(Loss)	-\$341,782	-\$270,989	-\$290,925	-\$345,485	-\$271,432	-\$42,196	13.45%	-\$376,460	-\$313,628
Program Expenses									
Community Ed Classes									
Revenue	\$6,571	\$2,876	\$9,191	\$3,220	\$9,658	\$342	3.42%	\$5,335	\$10,000
Expenses	\$1,630	\$1,310	\$9,542	\$4,429	\$8,880	-\$6,483	-270.46%	\$2,382	\$2,397
Net Gain(Loss)	\$4,941	\$1,566	-\$351	-\$1,209	\$778	\$6,825	89.77%	\$2,953	\$7,603
Club Swimming									
Revenue	\$143,377	\$130,769	\$22,236	\$0	\$57	-\$57	0.00%	\$0	\$0
Expenses	\$127,168	\$108,576	\$31,744	\$0	\$0	\$0	0.00%	\$0	\$0
Net Gain(Loss)	\$16,209	\$22,192	-\$9,508	\$0	\$57	-\$57	0.00%	\$0	\$0
Learn to Swim									
Revenue	\$49,212	\$49,977	\$58,574	\$67,230	\$80,628	-\$10,628	-15.18%	\$65,000	\$70,000
Expenses	\$32,696	\$56,937	\$39,467	\$38,192	\$29,282	\$9,616	24.72%	\$37,753	\$38,898
Net Gain(Loss)	\$16,516	-\$6,960	\$19,107	\$29,038	\$51,346	-\$20,244	-65.09%	\$27,247	\$31,102
Misc Revenue	0	\$0	\$0	\$0	\$0	\$0			
Total Program Revenue	\$199,160	\$183,622	\$90,002	\$70,450	\$90,343	-\$10,343	-12.93%	\$70,335	\$80,000
Total Program Expenses	\$161,494	\$166,823	\$80,753	\$42,621	\$38,162	\$3,133	7.59%	\$40,135	\$41,295
Total Program Net Gain(Loss)	\$37,666	\$16,798	\$9,248	\$27,829	\$52,181	-\$13,476	-34.82%	\$30,200	\$38,705
Grand Total Revenue	\$756,424	\$834,246	\$787,819	\$783,998	\$772,622	\$31,392	3.90%	\$781,119	\$804,014
Grand Total Expenses:	\$1,060,540	\$1,088,436	\$1,069,496	\$1,101,654	\$991,873	\$87,064	8.07%	\$1,127,379	\$1,078,937
Grand Total Gain (Loss)	-\$304,116	-\$254,190	-\$281,677	-\$317,656	-\$219,252	-\$55,671	20.25%	-\$346,260	-\$274,923
50% to city and district	-\$152,058	-\$127,095	-\$140,838	-\$158,828	-\$109,626	-\$27,836	20.25%	-\$173,130	-\$137,462

Joint Powers Advisory Board Revenue Reporting										
	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY 24-25 Actual	5/31/26	FY 25-26 Balance from Budget	FY 25-26 of budget remaining	FY 25-26 Preliminary Budget	FY 25-26 Revised Budget	
Facility Revenue (prog 505)										
Facility Rental (093 & 094)	\$5,016	\$6,865	\$12,558	\$16,535	\$19,701	-\$2,901	-17.3%	\$16,800	\$16,800	
Birthdays Parties (090)	\$8,728	\$9,502	\$10,426	\$11,848	\$11,492	\$1,013	8.1%	\$12,505	\$12,505	
Meet/Event Sales Commissions (099)	\$2,200	\$360	\$211	\$6	\$2,580	-\$2,580		\$0	\$0	
Concessions Sales (061 & 073)	\$10,161	\$8,324	\$8,287	\$6,996	\$8,210	-\$930	-12.8%	\$7,280	\$7,280	
Merchandise (074)	\$2,124	\$1,165	\$423	\$478	\$280	\$70	19.9%	\$350	\$350	
Vending Sales (058)	\$1,635	\$1,514	\$1,531	\$1,492	\$1,838	-\$277	-17.8%	\$1,561	\$1,561	
Memberships (069)	\$400,216	\$484,503	\$498,413	\$511,467	\$471,631	\$42,649	8.3%	\$514,280	\$514,280	
Daily Admissions (059 & 060)	\$55,400	\$56,176	\$53,765	\$49,889	\$43,684	\$6,316	16.0%	\$49,000	\$52,000	
Silver & Fit/Silver Sneakers (070)	\$39,407	\$52,993	\$74,067	\$81,902	\$81,859	-\$512	-0.6%	\$81,347	\$81,347	
Fitness Programs (083)	\$4,040	\$4,545	\$2,954	\$2,629	\$2,541	-\$280	-12.4%	\$2,261	\$2,261	
Personal Training (082)	\$27,778	\$24,140	\$34,617	\$29,559	\$37,641	-\$2,641	-7.5%	\$24,770	\$35,000	
Gift Cards (084)	\$560	\$537	\$266	\$749	\$821	-\$191	-30.3%	\$630	\$630	
County Grant	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	
Total Facility Revenue	\$557,264	\$650,624	\$697,818	\$713,548	\$682,278	\$41,736	5.8%	\$710,784	\$724,014	
Program Revenue										
CE Water Safety (Prog 506)	\$6,571	\$2,876	\$9,191	\$3,220	\$9,658	\$342	3.4%	\$5,335	\$10,000	
CE Learn to Swim Registration (Prog 533)	\$49,212	\$49,977	\$58,574	\$67,230	\$80,628	-\$10,628	-15.2%	\$65,000	\$70,000	
Club Swimming (Prog 530 & 531)	\$104,933	\$77,753	\$21,426	\$0	\$0	\$0		\$0	\$0	
Swim Meets (Prog 507)	\$38,444	\$53,016	\$810	\$0	\$57	-\$57		\$0	\$0	
Aquatics Endowment Fund (Prog 508)	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	
Total Program	\$199,160	\$183,622	\$90,002	\$70,450	\$90,343	-\$10,343	-12.9%	\$70,335	\$80,000	
Grand Total Revenue	\$756,424	\$834,246	\$787,819	\$783,998	\$772,622	\$31,392	3.9%	\$781,119	\$804,014	

Joint Powers Advisory Board Expense Reporting									
	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Actual	FY 24-25 Actual	5/31/26	Balance from Budget	% of budget remaining	FY 25-26 Prelim Budget	FY 25-26 Revised Budget
Electric (330)	\$66,655	\$65,173	\$59,849	\$66,486	\$64,842	-\$2,336	-3.7%	\$62,506	\$67,506
Water (331)	\$3,795	\$9,112	\$13,986	\$16,571	\$11,444	\$2,902	20.2%	\$14,346	\$14,346
Gas (334)	\$63,970	\$69,388	\$46,414	\$59,555	\$75,448	-\$17,588	-30.4%	\$57,860	\$57,860
Chemicals/UV Light (402)	\$23,824	\$24,707	\$28,310	\$31,059	\$16,100	\$13,900	46.3%	\$35,337	\$30,000
Pool/Fitness Maintenance/Computer Lease (335, 350, 530, 560, 561)	\$27,782	\$25,855	\$41,777	\$99,296	\$51,122	-\$5,716	-12.6%	\$96,074	\$45,406
General Supplies (401, 403, 406, 407, 455, 456, 467, 490)	\$20,502	\$25,092	\$27,524	\$30,764	\$19,618	\$2,565	11.6%	\$32,583	\$22,133
Concessions (404)	\$9,516	\$5,718	\$5,715	\$3,987	\$5,953	-\$1,953	-48.8%	\$4,000	\$4,000
Administration (110)	\$12,033	\$12,270	\$12,511	\$13,004	\$13,169	\$4,231	24.3%	\$13,264	\$17,400
Business Office Chargeback (195)	\$9,883	\$10,200	\$9,893	\$10,420	\$9,744	\$1,293	11.7%	\$11,037	\$11,037
Aquatics/Fitness Supervisor/Coordinator (160)	\$118,476	\$106,758	\$102,151	\$78,227	\$73,226	\$6,965	8.7%	\$79,494	\$80,191
Lifeguards (161)	\$147,954	\$166,699	\$159,768	\$157,503	\$136,063	\$30,221	18.2%	\$167,037	\$166,284
Certified Pool Operator (175)	\$20,491	\$21,076	\$21,179	\$18,291	\$18,773	\$940	4.8%	\$18,657	\$19,713
Custodial Support (171, 173) (305 FY 22-23)	\$21,916	\$18,755	\$43,579	\$42,027	\$38,866	\$3,890	9.1%	\$43,575	\$42,756
Group Exercise Instructors (180)	\$51,263	\$53,071	\$54,084	\$54,779	\$53,301	\$4,880	8.4%	\$60,225	\$58,181
Front Desk/Access/Attendant (181, 183 & 185)	\$73,765	\$75,087	\$82,015	\$86,468	\$75,095	\$14,295	16.0%	\$87,793	\$89,390
Personal Trainer (184)	\$18,170	\$17,146	\$33,480	\$23,495	\$28,843	-\$4,644	-19.2%	\$22,977	\$24,199
Clerical/Office (170)	\$33,245	\$34,486	\$35,469	\$64,911	\$64,979	\$5,612	8.0%	\$63,423	\$70,591
Operations Benefits (199 to 295)	\$114,263	\$107,047	\$126,606	\$123,912	\$114,921	\$19,712	14.6%	\$130,090	\$134,633
Staff Development (366)	\$0	\$1,619	\$0	\$0	\$0	\$730	100.0%	\$730	\$730
Phone/Media/IT Support (320)	\$480	\$480	\$0	\$0	\$0	\$0	0.0%	\$0	\$0
Prof Svcs (cc, consult, red cross fitness training- 305, 562, 563)	\$45,362	\$48,369	\$58,243	\$54,899	\$53,259	\$3,128	5.5%	\$56,387	\$56,387
Postage (329)	\$119	\$784	\$122	\$577	\$121	\$529	81.3%	\$650	\$650
Marketing 307 & 398	\$4,109	\$3,687	\$2,608	\$2,188	\$2,245	\$160	6.6%	\$2,405	\$2,405
Property/Liability Insurance (340)	\$11,585	\$13,507	\$18,616	\$22,294	\$22,310	-\$16	-0.1%	\$22,294	\$22,294
Rental (370)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%	\$0	\$0
Dues & Memberships (820)	\$3,887	\$5,527	\$4,843	\$4,062	\$4,269	\$231	5.1%	\$4,500	\$4,500
Total Operational Expenses	\$899,046	\$921,613	\$988,743	\$1,059,033	\$953,711	\$83,931	8.1%	\$1,087,244	\$1,037,642
Program Expenses									
Community Ed Classes (Prog 506)	\$1,455	\$1,310	\$9,542	\$4,429	\$8,880	-\$6,483	-270.5%	\$2,382	\$2,397
Hosted Swim Meets (507)	\$10,327	\$18,052	\$0	\$0	\$0	\$0	0.0%	\$0	\$0
Other Programs (508)	\$175	\$0	\$0	\$0	\$0	\$0	0.0%	\$0	\$0
Club Swimming (Prog 530 & 531)	\$116,841	\$90,524	\$31,744	\$0	\$0	\$0	0.0%	\$0	\$0
Learn to Swim (Prog 533)	\$32,696	\$56,937	\$39,467	\$38,192	\$29,282	\$9,616	24.7%	\$37,753	\$38,898
Total Program Expenses	\$161,494	\$166,823	\$80,753	\$42,621	\$38,162	\$3,133	7.6%	\$40,135	\$41,295
Grand Total Expenses:	\$1,060,540	\$1,088,436	\$1,069,496	\$1,101,654	\$991,873	\$87,064	8.1%	\$1,127,379	\$1,078,937

Section 13, Item b.

Board Monthly Reporting Summary

	May-25	Jun-25	Jul-25	Aug-25	Sept & Oct 25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	YTD
Program Expenses													
Community Ed Classes													
Revenue	\$ 600	\$ 1,570	\$ 5,185	\$ -	\$ 335	\$ 150	\$ 308	\$ 1,200	\$ -	\$ 900	\$ 680	\$ 900	\$ 9,658
Expenses	\$ -	\$ 1,800	\$ -	\$ 3,775	\$ (175)	\$ -	\$ 555	\$ -	\$ -	\$ 4,725	\$ -	\$ -	\$ 8,880
Net Gain(Loss)	\$ 600	\$ (230)	\$ 5,185	\$ (3,775)	\$ 510	\$ 150	\$ (247)	\$ 1,200	\$ -	\$ (3,825)	\$ 680	\$ 900	\$ 778
Club Swimming													
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57
Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Gain(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57
Learn to Swim													
Revenue	\$ 6,805	\$ 1,541	\$ 11,994	\$ 14,591	\$ 16,182	\$ 540	\$ 468	\$ 13,800	\$ 1,121	\$ 1,959	\$ 960	\$ 19,013	\$ 80,628
Expenses	\$ 3,532	\$ 6,840	\$ 4,129	\$ 3,224	\$ 6,331	\$ 3,261	\$ 3,296	\$ 175	\$ 2,472	\$ 1,414	\$ -	\$ 961	\$ 25,263
Net Gain(Loss)	\$ 3,273	\$ (5,299)	\$ 7,865	\$ 11,367	\$ 9,851	\$ (2,721)	\$ (2,828)	\$ 13,625	\$ (1,351)	\$ 545	\$ 960	\$ 18,052	\$ 55,365
Misc Revenue													
Total Program Net Gain(Loss)	\$ 3,873	\$ (5,529)	\$ 13,050	\$ 7,592	\$ 10,361	\$ (2,571)	\$ (3,018)	\$ 14,825	\$ (1,351)	\$ (3,280)	\$ 1,640	\$ 18,952	\$ 56,200
Grand Total Revenue	\$ 68,760	\$ 67,596	\$ 86,668	\$ 71,782	\$ 125,983	\$ 58,339	\$ 65,282	\$ 79,362	\$ 65,057	\$ 73,701	\$ 63,387	\$ 83,060	\$ 772,621
Grand Total Expenses:	\$ 70,043	\$ 109,838	\$ 99,639	\$ 91,587	\$ 168,359	\$ 112,535	\$ 89,669	\$ 83,092	\$ 85,275	\$ 82,961	\$ 99,057	\$ 75,680	\$ 987,854
Grand Total Gain (Loss)	\$ (1,283)	\$ (42,242)	\$ (12,971)	\$ (19,805)	\$ (42,376)	\$ (54,196)	\$ (24,387)	\$ (3,730)	\$ (20,218)	\$ (9,260)	\$ (35,670)	\$ 7,380	\$ (215,233)

	May-25	Jun-25	Jul-25	Aug-25	Sept and Oct 25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	YTD
Initial (093 & 094)	\$5,993	(\$3,401)	\$1,536	\$1,728	\$0	\$672	\$3,072	\$1,408	\$2,569	\$7,370	\$0	\$1,346	\$ 29,340
Birthdays (090)	\$692	\$777	\$543	\$725	\$1,707	\$1,470	\$692	\$985	\$2,449	\$1,235	\$816	\$870	\$ 19,193
Meet/Event Sales Commissions (099)	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$20	\$60	\$0	\$ 5,080
Concessions Sales (061 & 073)	\$196	\$757	\$825	\$475	\$1,080	\$742	\$720	\$1,153	\$1,186	\$951	\$786	\$292	\$ 14,099
Merchandise (074)	\$24	\$164	\$56	\$22	\$65	\$97	\$19	\$34	\$29	\$12	\$6	\$0	\$ 542
Vending Sales	\$142	\$54	\$136	\$0	\$282	\$97	\$132	\$398	\$177	\$249	\$227	\$140	\$ 2,920
Memberships (069)	\$42,246	\$44,679	\$44,528	\$40,517	\$78,489	\$40,965	\$43,373	\$44,780	\$43,654	\$44,874	\$45,470	\$44,981	\$ 762,956
Daily Admissions (059 & 060)	\$1,224	\$7,931	\$7,498	\$2,955	\$5,680	\$3,644	\$4,361	\$5,037	\$4,792	\$3,864	\$4,383	\$1,470	\$ 76,181
Silver & Fit/Silver Sneakers (070)	\$8,150	\$6,234	\$7,781	\$6,940	\$13,592	\$5,738	\$8,781	\$6,814	\$6,211	\$8,985	\$7,106	\$9,911	\$ 127,805
Fitness Programs	\$518	\$234	\$0	\$0	\$0	\$60	\$945	\$523	\$0	\$0	\$379	\$634	\$ 3,435
Personal Training	\$2,170	\$6,831	\$6,586	\$3,799	\$6,035	\$4,092	\$1,969	\$3,218	\$2,769	\$3,162	\$2,508	\$3,503	\$ 62,606
Gift Cards	\$0	\$225	\$0	\$30	\$36	\$132	\$385	\$12	\$100	\$120	\$6	\$0	\$ 1,516
County Grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Total Facility Revenue	\$61,355	\$64,485	\$69,489	\$57,191	\$109,466	\$57,649	\$64,449	\$64,362	\$63,936	\$70,842	\$61,747	\$63,147	\$ 1,105,673
Program Revenue													
CE Water Safety (Prog 506)	\$600	\$1,570	\$5,185	\$0	\$335	\$150	\$308	\$1,200	\$0	\$900	\$680	\$900	\$ 15,936
CE Learn to Swim Registration (Prog 533)	\$6,805	\$1,541	\$11,994	\$14,591	\$16,182	\$540	\$468	\$13,800	\$1,121	\$1,959	\$960	\$19,013	\$ 120,311
Club Swimming (Prog 530 & 531)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Swim Meets (Prog 507)	\$0	\$0	\$0	\$0	\$0	\$0	\$57	\$0	\$0	\$0	\$0	\$0	\$ 114
Aquatics Endowment Fund (Prog 508)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Total Program	\$7,405	\$3,111	\$17,179	\$14,591	\$16,517	\$690	\$833	\$15,000	\$1,121	\$2,859	\$1,640	\$19,913	\$ 136,361
Grand Total Revenue	\$68,760	\$67,596	\$86,668	\$71,782	\$125,983	\$58,339	\$65,282	\$79,362	\$65,057	\$73,701	\$63,387	\$83,060	\$ 1,242,034

Section 13, Item b.

Joint Powers Advisory Board Expense Reporting

	25-May	25-Jun	25-Jul	25-Aug	Sept & Oct 25	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	YTD
Program Expenses													
Elig (0)	\$ 5,337	\$ 9,269	\$ 12,871	\$ 10,482	\$ 12,368	\$ 3,475	\$ 3,607	\$ 3,566	\$ 3,381	\$ 6,409	\$ 3,392	\$ 5,291	\$ 59,551
W/ (334)	\$ 981	\$ 1,108	\$ -	\$ -	\$ 2,502	\$ 976	\$ 1,171	\$ 1,318	\$ 1,355	\$ 1,323	\$ 1,450	\$ 1,349	\$ 10,095
Gas (334)	\$ 1,868	\$ 4,904	\$ 3,903	\$ 3,500	\$ 9,471	\$ 9,775	\$ 16,395	\$ 10,256	\$ 10,218	\$ 4,828	\$ 4,500	\$ 2,602	\$ 72,846
Chemicals/UV Light (402)	\$ 153	\$ 1,576	\$ 1,139	\$ 2,278	\$ 3,572	\$ 1,012	\$ 1,886	\$ 908	\$ 954	\$ 1,632	\$ 1,812	\$ 907	\$ 15,193
Pool/Fitness Maintenance (350, 530)	\$ 101	\$ 275	\$ 3,777	\$ 767	\$ 8,547	\$ 22,550	\$ 1,210	\$ 1,439	\$ 1,718	\$ 41	\$ 11,073	\$ -	\$ 51,122
General Supplies (401, 403, 407, 455, 456, 467, 490)	\$ 1,502	\$ 3,115	\$ 3,179	\$ 2,260	\$ 3,991	\$ 1,320	\$ 1,561	\$ 2,133	\$ 1,061	\$ 1,229	\$ 1,707	\$ 1,177	\$ 18,441
Concessions (404)	\$ 278	\$ 880	\$ 109	\$ 261	\$ 1,038	\$ 772	\$ 508	\$ 212	\$ 746	\$ 657	\$ 1,144	\$ 506	\$ 5,447
Administration (110)	\$ 1,083	\$ 1,084	\$ 1,084	\$ 766	\$ 2,740	\$ 1,096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 603	\$ 12,566
Business Office Chargeback (195)	\$ 868	\$ 868	\$ 886	\$ 886	\$ 1,771	\$ 886	\$ 886	\$ 886	\$ 885	\$ 886	\$ 886	\$ 886	\$ 8,858
Aquatics/Fitness Supervisor (160)	\$ 6,494	\$ 6,787	\$ 6,495	\$ 6,494	\$ 12,989	\$ 6,495	\$ 6,494	\$ 6,495	\$ 6,495	\$ 6,494	\$ 8,118	\$ 6,657	\$ 66,569
Lifeguards (161)	\$ 11,523	\$ 23,290	\$ 7,986	\$ 15,518	\$ 25,464	\$ 13,040	\$ 11,771	\$ 13,040	\$ 13,417	\$ 10,714	\$ 12,781	\$ 12,332	\$ 123,731
Certified Pool Operator (175)	\$ -	\$ -	\$ -	\$ -	\$ 6,709	\$ 1,600	\$ 1,626	\$ 1,636	\$ 1,667	\$ 2,081	\$ 1,804	\$ 1,650	\$ 17,123
Custodial Support (171)	\$ 3,572	\$ 3,465	\$ 3,533	\$ 3,532	\$ 7,065	\$ 3,533	\$ 3,532	\$ 3,533	\$ 3,532	\$ 3,541	\$ 3,533	\$ 3,532	\$ 35,334
Group Exercise Instructors (180)	\$ 4,754	\$ 6,454	\$ 1,964	\$ 4,682	\$ 8,863	\$ 4,566	\$ 4,773	\$ 5,440	\$ 5,985	\$ 5,504	\$ 5,932	\$ 5,592	\$ 47,709
Front Desk/Access/Attendant (185)	\$ 7,174	\$ 9,211	\$ 4,455	\$ 6,678	\$ 13,917	\$ 7,268	\$ 7,110	\$ 7,142	\$ 7,506	\$ 6,579	\$ 7,443	\$ 6,947	\$ 68,146
Personal Trainer	\$ 3,492	\$ 5,230	\$ 2,408	\$ 4,604	\$ 5,832	\$ 2,798	\$ 1,862	\$ 2,447	\$ 2,026	\$ 2,713	\$ 1,816	\$ 2,337	\$ 26,508
Clerical/Office (170)	\$ 3,175	\$ 5,601	\$ 5,622	\$ 5,726	\$ 11,451	\$ 5,726	\$ 5,726	\$ 5,726	\$ 6,718	\$ 5,850	\$ 6,517	\$ 5,917	\$ 59,062
Operations Benefits	\$ 9,343	\$ 12,053	\$ 8,929	\$ 9,861	\$ 19,421	\$ 11,400	\$ 10,057	\$ 10,491	\$ 10,563	\$ 10,441	\$ 13,017	\$ 10,741	\$ 104,180
Staff Development (366)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phone/Media/IT Support (320)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prof Svcs (cc, consult, red cross - 305)	\$ 4,813	\$ 5,433	\$ 4,767	\$ 6,062	\$ 4,192	\$ 8,341	\$ 4,802	\$ 5,258	\$ 4,528	\$ 5,550	\$ 4,729	\$ 5,030	\$ 48,229
Postage (329)	\$ -	\$ 39	\$ -	\$ -	\$ -	\$ 70	\$ -	\$ 34	\$ -	\$ -	\$ 17	\$ -	\$ 121
Marketing 307 & 398	\$ -	\$ 191	\$ -	\$ 231	\$ 99	\$ 251	\$ 456	\$ 382	\$ -	\$ 202	\$ 410	\$ 214	\$ 2,031
Property/Liability Insurance (340)	\$ -	\$ -	\$ 22,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,310
Rental (370)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues & Memberships (820)	\$ -	\$ 365	\$ 93	\$ -	\$ 201	\$ 2,324	\$ 385	\$ 525	\$ 48	\$ 148	\$ 96	\$ 449	\$ 3,820
Total Operational Expenses	\$ 66,511	\$ 101,198	\$ 95,510	\$ 84,588	\$ 162,203	\$ 109,274	\$ 85,818	\$ 82,917	\$ 82,803	\$ 76,822	\$ 99,057	\$ 74,719	\$ 878,992
Program Expenses													
Community Ed Classes (Prog 505)	\$ -	\$ 1,800	\$ -	\$ 3,775	\$ (175)	\$ -	\$ 555	\$ -	\$ -	\$ 4,725	\$ -	\$ -	\$ 8,880
Hosted Swim Meets (Prog 507)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Programs (Prog 508)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Club Swimming (Prog 530 & 531)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Learn to Swim (Prog 533)	\$ 3,532	\$ 6,840	\$ 4,129	\$ 3,224	\$ 6,331	\$ 3,261	\$ 3,296	\$ 175	\$ 2,472	\$ 1,414	\$ 4,019	\$ 961	\$ 28,321
Total Program Expenses	\$ 3,532	\$ 8,640	\$ 4,129	\$ 6,999	\$ 6,156	\$ 3,261	\$ 3,851	\$ 175	\$ 2,472	\$ 6,139	\$ 4,019	\$ 961	\$ 37,201
Grand Total Expenses:	\$ 70,043	\$ 109,838	\$ 99,639	\$ 91,587	\$ 168,359	\$ 112,535	\$ 89,669	\$ 83,092	\$ 85,275	\$ 82,961	\$ 103,076	\$ 75,680	\$ 916,193



UTILITIES COMMISSION MEETING MINUTES

City of New Prague

Tuesday, May 26, 2026 at 3:30 PM

Power Plant - 300 East Main St

1. CALL TO ORDER

The meeting was called to order by Commission Vice President Chuck Nickolay on Tuesday, May 26th, 2026, at 3:34 p.m.

Commissioners Present: Charles Nickolay, Paul Busch and Bruce Wolf

Commissioners Absent: Dan Bishop and Tom Ewert

Staff Present: General Manager Bruce Reimers, Finance Director Robin Pikal and EOS Ken Zweber

Others Present: Rebecca Kurtz with Ehlers and Sofia Lykke with Kutak Rock.

2. APPROVAL OF AGENDA

Motion made by Commissioner Wolf, seconded by Commissioner Busch, to approve the agenda as presented.

Motion carried (3-0)

3. SCHOLARSHIP AWARD

The Commission presented Cole Rezac a \$1000 scholarship that was sponsored by New Prague's Wholesale Power Supplier (SMMPA). Cole will be attending NDSU majoring in Electrical and Computer Engineering.

4. PARAMETERS RESOLUTION FOR WES BONDING

a. Resolution #UC-26-05-26-01 - Providing for the Issuance and Sale of Electric Revenue Bonds, Series 2026A

Staff, along with consultants from Kutak Rock and Ehlers Advisors, reviewed the parameters resolution with the Commission and set tentative dates for the bonding process and bond sale.

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to approve the Parameters Resolution for WES Bonding.

Motion carried (3-0)

5. APPROVAL OF MINUTES

a. April 27, 2026 Utilities Meeting Minutes

Motion made by Commissioner Wolf, seconded by Commissioner Busch, to approve the April meeting minutes as presented.

Motion carried (3-0)

6. UTILITY AND SMMPA BILLS

a. Approval of accounts payable in the amount of \$798,040.87 and the SMMPA billing of \$424,151.53.

Motion made by Commissioner Wolf, seconded by Commissioner Busch, to approve the accounts payable as presented.

Motion carried (3-0)

7. FINANCIAL REPORTS

- a. Investment Report
- b. Financial Report
- c. Water and Kilowatt Hours Sales

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to approve the financial reports as presented.

Motion carried (3-0)

8. REVIEW OF 2025 AUDIT

- a. Abdo Presentation
- b. NPUC Audited Financials
- c. 2025 Final Executive Governance Summary

Finance Director Pikal presented a review of the 2025 audit as information only. No action was needed as it had already been approved by the City Council.

9. LEAD SERVICE LINE REPLACEMENT PROJECT FUNDING RESOLUTION

- a. Resolution #UC-26-05-26-02 - Application for Funding

Motion made by Commissioner Busch, seconded by Commissioner Wolf, to approve the funding resolution for the application for state funding for the lead service replacement project.

Motion carried (3-0)

10. SMMPA BOARD OF DIRECTORS MEETING

- a. April 8, 2026

GM Reimers informed the Commission of the following:

- SMMPA staff updated the board on future generation needs with the likely location to be Austin
- SMMPA staff is looking at making an offer to another city utility that is looking for a new wholesale provider

11. GENERAL MANAGER'S REPORT

GM Reimers informed the Commission on the following:

- Filter Plant #3 has been filled with water and is going through the process of being cleaned before being put back in service around June 1st.
- WES is progressing on schedule with steel structure being set the week of May 26th

12. OTHER BUSINESS

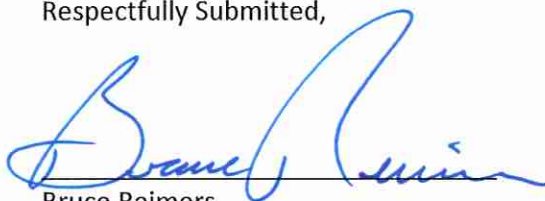
None

13. ADJOURNMENT

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to adjourn the May Commission meeting at 4:59 p.m.

Motion carried (3-0)

Respectfully Submitted,



Bruce Reimers
General Manager

PLANNING COMMISSION MINUTES



City of New Prague

Wednesday, May 27th, 2026

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

The meeting was called to order at 6:30pm by Vice Chair Brandon Pike.

The following members were present: Brandon Pike, Shawn Ryan, Jason Bentson, and Rik Seiler.

The following members were absent: Chair Dan Meyer.

The following City Staff were present: Community Development Director Ken Ondich and Planner Evan Gariepy.

2. PUBLIC FORUM

A motion was made by Ryan, seconded by Pike, to open the public forum.

Motion carried (4-0)

No comments were given.

A motion was made by Ryan, seconded by Pike, to close the public forum.

Motion carried (4-0)

3. APPROVAL OF REGULAR AGENDA

a. May 27th, 2026 Regular Meeting

A motion was made by Ryan, seconded by Bentson, to approve the May 27th, 2026 regular meeting agenda.

Motion carried (4-0)

4. APPROVAL OF PREVIOUS MEETING MINUTES

a. April 22nd, 2026 Regular Meeting

A motion was made by Seiler, seconded by Bentson, to approve the April 22nd, 2026 regular meeting minutes.

Motion carried (4-0)

5. NEW BUSINESS

a. Request for Concept Plan Review – 76 Acres North of Existing Industrial Park

Ondich presented the concept plan review for the land north of the existing industrial park. Ryan asked if this area is within City limits, and Ondich stated it is not but it is within the Orderly Annexation Agreement area with Helena Township.

Ondich noted that the applicant does not have to plat the entire presented plat at once, and that it is just a higher level advisory review. He stated that MnDOT Metro has not provided comment on the concept review.

Seiler asked if the annexation would require an open hearing, and Ondich stated it would not. PIKE asked if all of the land would be annexed at once, especially if it is developed in phases, and Ondich stated that it would be up to the applicant. Ryan asked if there is a cost to the City for the annexation, and Ondich stated there is not as the applicant pays all fees. Pike asked if any annexation would have to be contiguous with the City’s existing boundaries, and Ondich stated it would.

Ryan asked if there would be landscaping requirements for the proposed CVF Racing building, and Ondich stated that there would, and that it would be evaluated when the building permit is turned in.

Pike asked if the northeastern most parcels would be developable, especially as they do not have road access. Ondich stated there would be no direct highway access, but there would be a road built along the entire north side of the plat boundary for access onto them.

Ondich noted that the northern parcels would require a larger sanitary sewer trunk line, and the City is in the process of a study to evaluate adding one, but they could not be developed immediately.

Pike supported adding a greenway or park features on the east side of the plat due to the natural features available, especially given that they are undevelopable for buildings. Seiler asked if there would be a lot of truck traffic from the proposed CVF Racing building, and the applicant Mr. French stated they currently see them having 1-2 trucks a day.

Pike asked what a potential timeline for the CVF Racing building is. Mr. French stated that they would like to have the property ready in the third quarter of 2026 and begin building in the first quarter of 2027.

b. Public Hearing for a Request for Conditional Use Permit #C2-2026 and Variance #V2-2026 – Allow for a Chiropractor Office with Apartment above a 1st Floor and Parking Variance at 200 4th Ave SW

Gariepy presented the Variance and CUP request.

A motion was made by Pike, seconded by Seiler, to open the public hearing at 7:18pm.
Motion carried (4-0)

No comments were given.

A motion was made by Ryan, seconded by Seiler, to close the public hearing at 7:19pm.
Motion carried (4-0)

A motion was made by Bentson, seconded by Seiler, to recommend approval to City Council regarding Conditional Use Permit #C2-2026 and Variance #V2-2026 to allow for a chiropractors office and apartment above the first floor with reduced parking requirements at 200 4th Ave SW, as applied for by Andrew Fautsch.
Motion carried (4-0)

c. Concept review of UDC Amendments

Gariepy and Ondich presented the information regarding ADUs for the UDC. Gariepy stated that the City would not be able to require that rent is paid if an ADU was to be rented out, nor restrict ADUs to family members or healthcare workers. Ondich advised waiting on adding language permitting ADUs until the City of Blaine’s lawsuit has been resolved.

A motion was made by Pike, seconded by Ryan, to not move forward with proposing additional language regarding accessory dwelling units to the UDC at this time.
Motion carried (4-0)

Ondich presented the proposed miscellaneous UDC amendments.

A motion was made by Ryan, seconded by Bentson, to schedule a public hearing for the June 24th, 2026 Planning Commission meeting to discuss the proposed miscellaneous UDC amendments.
Motion carried (4-0)

d. Planning Commission Review of Purchase of 1201 1st Street for new City Hall

Ondich presented the proposed purchase of 1201 1st St by the City for a new City Hall.

Pike asked what public feedback there has been for the purchase of the property, and Ondich stated there has not been much negative feedback.

A motion was made by Seiler, seconded by Ryan, to approve Resolution #1 stating that the proposed purchase of 1201 1st St NE by the City meets the goals of the Comprehensive Plan.
Motion carried (4-0)

e. Planning Commission Review of TIF District 9-1

Ondich presented the proposed TIF District 9-1. Ondich stated that the proposed trail has been in the Comprehensive Plan since 2014. Pike asked what other TIF districts the City currently has, and Ondich stated there is one TIF district and one tax abatement. Ryan noted that the TIF district would take tax money away from the school district and Scott County, and Pike noted that the resolution is legislative rather than in support of the proposed TIF district.

Ondich noted that the resolution attached in the packet is in the incorrect version, and presented the corrected one.

A motion was made by Seiler, seconded by Pike, to approve Resolution #2 stating that the proposed sidewalk through the industrial park is in compliance with the Comprehensive Plan.
Motion carried (4-0)

6. OLD BUSINESS

a. None

7. MISCELLANEOUS

a. Monthly Business Updates

Ondich presented the monthly business update as information.

b. Thanks to Outgoing Planning Commission Member Jason Bentson

The Planning Commission and Staff thanked Jason Bentson for his time and contributions on the Planning Commission.

The Planning Commission was also introduced to Jennifer Schultz, who will be replacing Bentson starting at the next meeting.

c. Miscellaneous

Ryan requested that a discussion regarding moving the starting time of the Planning Commission meetings from 6:30pm to 6:00pm is added to the agenda for next month's meeting. Ondich stated that it will be.

8. ADJOURNMENT

A motion was made by Ryan, seconded by Seiler, to adjourn the meeting at 7:58pm.
Motion carried (4-0)

Respectfully submitted,



Evan C. Gariepy
Planner