



CITY COUNCIL MEETING AGENDA

City of New Prague

Monday, April 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. March 16, 2026 City Council Meeting Minutes
- b. Claims for Payment: **\$932,498.55**
- c. Purchase of Vehicle - Police Department

4. ANIMAL CONTROL DECISION APPEAL

- a. Memo
- b. Reports

5. GOVERNMENT AGENCY UPDATES

6. 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.

7. PUBLIC HEARING(S) – 6:00 PM

- a. None

8. CITY ENGINEER PROJECTS UPDATE

9. 2026 STREET IMPROVEMENT PROJECT

- a. CIP Memorandum
- b. Resolution #CC-26-04-06-01 - Approving Plans and Specifications and Ordering Advertisement for Bids

10. LIFT STATION PRELIMINARY DESIGN

- [a.](#) Memorandum
- [b.](#) NE Lift Station Preliminary Design Proposal
- [c.](#) NW Lift Station Preliminary Design Proposal

11. ORDINANCE(S) FOR INTRODUCTION

- [a.](#) #360 - Rezoning Certain Properties in New Prague Outlots
- [b.](#) Resolution #CC-26-04-06-02 - Amending the Comprehensive Plan

12. ORDINANCE(S) FOR ADOPTION

- a. None

13. RESOLUTIONS

- a. None

14. GENERAL BUSINESS

- [a.](#) Massage Therapy Licenses Discussion
- [b.](#) RFP for Programming at the POPS Facility
- [c.](#) Ambulance Services Contract

15. MISCELLANEOUS

- [a.](#) FAC March 2026 Update
- [b.](#) Meeting Minutes
 - i. February 23, 2026 Utilities Commission Meeting Minutes
 - ii. February 24, 2026 Golf Board Meeting Minutes
 - iii. February 25, 2026 Planning Commission Meeting Minutes
- [c.](#) Discussion of Items not on the Agenda

16. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

April 8	7:30 a.m. EDA Board
April 14	6:00 p.m. Park Board
April 20	6:00 p.m. City Council
April 22	6:30 p.m. Planning Commission
April 27	3:30 p.m. Utilities Commission
April 28	6:30 p.m. Golf Board
May 4	6:00 p.m. City Council

CITY COUNCIL MEETING MINUTES



City of New Prague

Monday, March 16, 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: City Administrator Joshua Tetzlaff, Finance Director Robin Pikal, Community Development Director Ken Ondich, Police Chief Tim Applen and Public Works Director Matt Rynda

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

Motion to approve the regular agenda.

Motion made by Councilmember Seiler, Seconded by Councilmember Bass.

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.

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)

- a. Meeting Minutes
 - i. March 2, 2026 Special City Council Meeting Minutes
 - ii. March 2, 2026 City Council Meeting Minutes
- b. Claims for Payment: **\$1,372,827.18**
- c. Financial Summary Report
- d. Purchase of Equipment - Parks Department
- e. Resolution #CC-26-03-16-01 - Accepting a Donation of Batting Cages at Memorial Park Baseball Field to the City
- f. Large Assembly Permits: Dozinky Festival, Czech Out New Prague and Holiday Parade
- g. Appointment of Mitchell Sasse for Parks Maintenance Position

4. GOVERNMENT AGENCY UPDATES

No updates.

5. PUBLIC FORUM

No speakers were present.

6. PUBLIC HEARING(S) – 6:00 PM

- a. Ordinance for Adoption: Ordinance #358 - Vacating Certain Easements in the Plat of New Prague Business Park 11th Addition
Community Development Director Ken Ondich presented the Ordinance for Adoption.

Motion to open the public hearing at 6:06 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)

No speakers were present.

Motion to close the public hearing at 6:07 p.m.
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)

Motion to approve the second reading and Adoption of Ordinance #358 - Vacating Certain Easements in the Plat of New Prague Business Park 11th Addition
Motion made by Councilmember Bass, Seconded by Councilmember Wolf.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

7. CITY ENGINEER PROJECTS UPDATE

- a. March 16, 2026
No update other than what was presented.
Public Works Director Matt Rynda and Community Development Director Ken Ondich helped answer any questions.

8. ORDINANCE(S) FOR INTRODUCTION

- a. None

9. ORDINANCE(S) FOR ADOPTION

- a. #359 - Unified Development Code (UDC)
Community Development Director Ken Ondich presented the Ordinance for Adoption #359 - Unified Development Code and answered any questions.
Motion to approve the second reading and adoption of Ordinance #359 - Unified Development Code after removing Section F: Accessory Dwelling Units
Motion made by Councilmember Seiler, Seconded by Councilmember Ryan.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

- b. Resolution #CC-26-03-16-02 - Approving Publication of Ordinance #359 by Title and Summary
 Motion to approve Resolution #CC-26-03-16-02 - Approving Publication of Ordinance #359 by Title and Summary, noting that the ADU section has been removed from the UDC.
 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)

10. RESOLUTIONS

- a. #CC-26-03-16-03 - Authorizing the Transfer and Closure of Ambulance Account, Fund 651
 Finance Director Robin Pikal helped answer any questions about the Account Closure.
 Motion to approve Resolution #CC-26-03-16-03 - Authorizing the Transfer and Closure of Ambulance Account, Fund 651
 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)

11. GENERAL BUSINESS

- a. City Hall Summer Hours Discussion
 City Administrator Joshua Tetzlaff presented the City Hall Summer Hours Discussion.
 Motion to approve the proposed summer hours from Memorial Day to Labor Day for the summer of 2026.
 Motion made by Councilmember Ryan, Seconded by Councilmember Bass.
 Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0)
- b. 2025 Police Department Annual Report
 Police Chief Tim Applen presented the 2025 Police Department Annual Report and answered any questions.
- c. Selecting a Firm for IT Request for Proposal (RFP) Consultant
 Community Development Director Ken Ondich presented the Firm for IT RFP Consultant answered any questions.
 Motion to approve the proposal from Quintillion Consulting for an IT Consultant.
 Motion made by Councilmember Bass, Seconded by Councilmember Seiler.
 Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0)
- d. 2026 Ambulance Agreement
 City Administrator Joshua Tetzlaff presented the 2026 Ambulance Agreement.
 The consensus was made to table the agreements until the next meeting, providing City Staff time to get more information.

12. MISCELLANEOUS

- a. Budget Timeline
- b. 2025 Ambulance Review
- c. Meeting Minutes
 - i. February 10, 2026 Park Board Meeting Minutes
 - ii. February 11, 2026 EDA Board Meeting Minutes
- d. Discussion of Items not on the Agenda

13. ADJOURNMENT

Motion to adjourn the meeting at 7:52 p.m.
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)

ATTEST:

Charles L. Nickolay
Mayor

Joshua M. Tetzlaff
City Administrator

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 04/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
CENTERPOINT ENERGY	NATURAL GAS	\$686.20	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$5,292.50	
MES SERVICE COMPANY LLC	FIREFIGHTER GEAR	\$6,999.50	
MES SERVICE COMPANY LLC	SUPPLIES	\$431.13	
MES SERVICE COMPANY LLC	CALIBRATION GAS	\$76.71	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$18.90	
TOTAL:			\$13,504.94
<u>OTHER - TO BE REIMBURSED</u>			
SILHOUETTES	EMBROIDERY -MATT	\$16.00	
TOTAL:			\$16.00
<u>COUNCIL</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$1,686.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$274.98	
TOTAL:			\$1,960.98
<u>ADMINISTRATION</u>			
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$8.68	
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$8.73	
BOLTON & MENK INC.	SMALL CITIES DEV. PROGRAM	\$1,400.00	
GRAINGER	BATTERIES	\$11.07	
JOSHUA TETZLAFF	MILEAGE REIMBURSEMENT	\$133.98	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$2.00	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$47.00	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$11.00	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$3,050.35	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$280.24	
TOTAL:			\$4,953.05
<u>TECH NETWORK</u>			
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$220.90	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$356.00	
QUINTILLION CONSULTING LLC	CONSULTING - MSP RFP SOW	\$9,840.00	
TOTAL:			\$10,416.90
<u>ELECTIONS</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$40.00	
TOTAL:			\$40.00
<u>ENGINEER</u>			
SEH	2025 MSAS SERVICES	\$438.00	
TOTAL:			\$438.00
<u>PLANNING</u>			
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$20.00	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$1,924.65	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$27.18	
TOTAL:			\$1,971.83
<u>GOVERNMENT BUILDING</u>			
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$6.62	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$1.17	
CENTERPOINT ENERGY	NATURAL GAS	\$2,426.52	
GRAINGER	BATTERIES	\$11.08	
IMPERIAL DADE	PAPER ORDER - CITY HALL	\$1,085.27	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$178.19	
TOTAL:			\$3,708.85

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 04/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>POLICE</u>			
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$17.36	
AMAZON CAPITAL SERVICES	SIGNATURE PADS	\$239.98	
AMAZON CAPITAL SERVICES	TONER CARTRIDGE	\$25.88	
GRAINGER	BATTERIES	\$23.42	
JEFF BELZER NEW PRAGUE FORD	VEHICLE MAINTENANCE - 322	\$81.81	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$36,789.72	
TIMECLOCK PLUS LLC	SCHEDULE ANYWHERE LICENSE	\$1,455.25	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$279.14	
TOTAL:			<u><u>\$38,912.56</u></u>
<u>FIRE</u>			
CENTERPOINT ENERGY	NATURAL GAS	\$686.20	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$5,292.50	
MES SERVICE COMPANY LLC	FIREFIGHTER GEAR	\$6,999.50	
MES SERVICE COMPANY LLC	SUPPLIES	\$431.14	
MES SERVICE COMPANY LLC	CALIBRATION GAS	\$76.71	
VEHICLE RESPONSE TRAINING LLC	TRAINING	\$2,528.85	
TOTAL:			<u><u>\$16,014.90</u></u>
<u>BUILDING INSPECTOR</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$1,836.65	
TOTAL:			<u><u>\$1,836.65</u></u>
<u>EMERGENCY MANAGEMENT</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$501.00	
TOTAL:			<u><u>\$501.00</u></u>
<u>GENERAL FUND - AMBULANCE</u>			
CENTERPOINT ENERGY	NATURAL GAS	\$686.20	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$2,674.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$9.60	
TOTAL:			<u><u>\$3,369.80</u></u>
<u>PUBLIC WORKS</u>			
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$20.00	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$667.30	
TOTAL:			<u><u>\$687.30</u></u>

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 04/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>STREET</u>			
AIRGAS USA LLC	ACETYLENE	\$46.96	
ALL AMERICAN PRESSURE WASHER	PRESSURE WASHER PARTS	\$30.00	
AMAZON CAPITAL SERVICES	LAPTOP STAND	\$22.79	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$9.54	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$1.68	
AMAZON CAPITAL SERVICES	COMPUTER STAND	\$9.11	
CENTERPOINT ENERGY	NATURAL GAS	\$2,021.92	
DUNDER TRUCKING LLC	SNOW REMOVAL	\$780.00	
HAWK ALARM SYSTEMS INC	FIRE ALARM MONITORING - STREETS	\$15.00	
IMPERIAL DADE	PAPER ORDER - STREETS	\$368.90	
JERRY VOEHL	SNOW REMOVAL	\$1,950.00	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$3.00	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$15,139.97	
METRO FLUID POWER	'14 FL - MOTOR	\$346.62	
MGX EQUIPMENT SERVICES LLC	VALVE	\$75.08	
MGX EQUIPMENT SERVICES LLC	SPRING KIT	\$133.36	
SCHILLING SUPPLY COMPANY	FLOOR CLEANER	\$62.81	
ST LOUIS MRO INC	PRE-EMPLOYMENT TESTING	\$10.00	
THE ELECTRONIC CONNECTION	CB RADIO - JD TRACTOR	\$149.99	
US BANK EQUIPMENT FINANCE	COPIER LEASE - STREETS	\$75.00	
USSATIS TRUCKING INC	SNOW REMOVAL	\$1,007.50	
TOTAL:			<u><u>\$22,259.23</u></u>
<u>STREET LIGHTS</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$158.00	
TOTAL:			<u><u>\$158.00</u></u>
<u>AQUATICS CENTER / FITNESS CENTER</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$340.00	
TOTAL:			<u><u>\$340.00</u></u>
<u>PARKS</u>			
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$9.54	
AMAZON CAPITAL SERVICES	PRESSURE RELIEF VALVE	\$21.96	
AMAZON CAPITAL SERVICES	VINYL	\$28.11	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$1.68	
AMAZON CAPITAL SERVICES	COMPUTER STAND	\$4.56	
CENTERPOINT ENERGY	NATURAL GAS	\$1,293.87	
GIESEN, MARGARET	M. GIESEN SAFETY BOOTS	\$60.00	
IMPERIAL DADE	PAPER ORDER - PARKS	\$620.86	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$13,702.65	
NORTHFILED AUTOMOTIVE	2023 FORD MAVERICK	\$26,062.50	
SHERWIN-WILLIAMS CO	PAINT SUPPLIES	-\$128.38	
ST LOUIS MRO INC	PRE-EMPLOYMENT TESTING	\$10.00	
TOTAL:			<u><u>\$41,687.35</u></u>
<u>LIBRARY</u>			
CENTERPOINT ENERGY	NATURAL GAS	\$810.89	
IMPERIAL DADE	PAPER ORDER - LIBRARY	\$350.24	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$3,305.00	
TOTAL:			<u><u>\$4,466.13</u></u>
<u>UNALLOCATED</u>			
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$11,887.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$346.50	
TOTAL:			<u><u>\$12,233.50</u></u>
GENERAL FUND TOTAL:			<u><u>\$179,476.97</u></u>

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 04/06/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 424 - CAPITAL PROJECTS - CIP 2025			
SEH	CIP 2025	\$1,718.10	
TOTAL:			<u>\$1,718.10</u>
FUND 425 - CAPITAL PROJECTS - POLICE STATION			
MET-CON CONSTRUCTION, INC	POLICE STATION	\$554,895.95	
SEH	CIP 2026	\$25,760.00	
TOTAL:			<u>\$580,655.95</u>
FUND 602 - ENTERPRISE - SANITARY SEWER			
ADVANCED PROCESS SOLUTIONS	ACTUATOR PARTS	\$222.97	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$9.54	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$1.68	
AMAZON CAPITAL SERVICES	FUEL PUMP / DIESEL TANK	\$64.70	
AMAZON CAPITAL SERVICES	COMPUTER STAND	\$6.84	
CENTERPOINT ENERGY	NATURAL GAS	\$22,331.57	
CENTERPOINT ENERGY	NATURAL GAS	\$3,187.01	
CREAGHE, JAMES	MWOA CONFERENCE	\$440.00	
ELECTRIC PUMP	PRETREATMENT PUMP	\$5,129.65	
FLOW MEASUREMENT AND CONTROL	FLOW METER CALIBRATION	\$417.00	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$2.00	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$2.00	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$3.00	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$55,245.43	
MCMASTER-CARR SUPPLY COMPANY	PLIERS	\$200.23	
PVS TECHNOLOGIES INC	FERRIC CHLORIDE	\$9,966.00	
QUALITY FLOW SYSTEMS INC.	LIFT STATION SERVICE	\$360.00	
QUINTILLION CONSULTING LLC	CONSULTING - MSP RFP SOW	\$800.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$197.70	
SALTCO	MONTHLY SALT	\$70.00	
SCHILLING SUPPLY COMPANY	FLOOR CLEANER	\$128.19	
TOM SOUKUP	MN RURAL WATER	\$58.54	
ZORO TOOLS INC.	HOOKS	\$70.74	
ZORO TOOLS INC.	HEADLAMPS	\$139.94	
TOTAL:			<u>\$99,054.73</u>
FUND 606 - ENTERPRISE - STORM UTILITY			
AMAZON CAPITAL SERVICES	COMPUTER STAND	\$2.28	
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS WORKSHOP	\$1.00	
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	\$1,092.47	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.90	
TOTAL:			<u>\$1,099.65</u>
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			<u>\$862,005.40</u>

Vendor Name	Net Invoice Amount
AIRGAS USA LLC	
WELDING GASES	\$154.88
AMAZON CAPITAL SERVICES	
FIRST AID SUPPLIES	\$33.66
OFFICE SUPPLIES	\$8.72
CENTERPOINT ENERGY	
NATURAL GAS	\$150.49
GRAINGER	
BATTERIES	\$11.08
LEAGUE OF MINNESOTA CITIES	
SAFETY & LOSS WORKSHOP	\$25.00
LEAGUE OF MN CITIES INSURANCE	
PROPERTY & CASUALTY PREMIUM	\$1,998.53
QUINTILLION CONSULTING LLC	
CONSULTING - MSP RFP SOW	\$3,520.00
ROSS NESBIT AGENCIES INC.	
AGENCY FEE	\$377.30
SCHILLING SUPPLY COMPANY	
FLOOR CLEANER	\$251.23
US BANK EQUIPMENT FINANCE	
COPIER LEASE	\$491.21
Grand Total	<u>\$7,022.10</u>

Vendor Name	Net Invoice Amount
ACE HARDWARE & PAINT	
BAKING SODA, SPACKLE, CLEANER, BRUSHES	\$28.13
EPOXY, VALVES, FITTINGS	\$112.58
GARBAGE BAGS, SUPER GLUE SWITCHES, WALL PLATES	\$51.14
HARDWARE, TRAPS, CRACK FILLER, STEEL WOOL	\$196.87
PAINTING SUPPLIES	\$243.19
RECEPTICLES, WALL PLATES, HARDWARE	\$81.70
SPRAY PAINT	\$34.64
SURGE PROTECTOR, WALL PLATE, CLEANER	\$53.59
ACUSHNET COMPANY	
GOLF BALLS	\$276.23
GOLF MERCHANDISE	\$2,182.29
GOLF MERCHANDISE	\$508.02
HEADWEAR	\$102.71
AMAZON CAPITAL SERVICES	
FIRST AID SUPPLIES	\$9.54
FIRST AID SUPPLIES	\$1.68
BREAKTHRU BEVERAGE MINNESOTA	
BEER	\$168.00
KEG CREDIT	\$90.00-
KEG DEPOSIT	\$30.00
BEER	\$101.55
BEVERAGE-ALCOHOL	\$103.00
BEER	\$524.60
BRIDGESTONE GOLF INC	
GOLF MERCHANDISE	\$838.55
CALLAWAY GOLF	
HEADWEAR	\$540.00
GOLF GLOVES	\$892.50
HEADWEAR	\$903.00
HEADWEAR	\$169.20
GOLF BAGS	\$908.10
GOLF BALLS	\$283.50
CENTERPOINT ENERGY	
NATURAL GAS	\$1,629.50
CINTAS	
TOWELS / LINENS	\$1,015.63
CIT GROUP	
CLOTHING	\$2,726.09
CM2 SUPPLY	
C02/NITROGEN TANK RENTAL	\$40.21
C02/NITROGEN TANK RENTAL	\$102.49
COLLEGE CITY BEVERAGE	
BEER	\$127.50
LIQUOR	\$304.00
LIQUOR/SELTZERS	\$239.05
BEER	\$593.20
BEVERAGES-NON-ALCOHOLIC	\$21.99
CONNELLY PLUMBING & HEATING INC	
PLUMBING REPAIR	\$141.00
DAAS, JEFF	
BREAKOOM MATERIALS	\$242.46
DR. FRESH TAP	
TAP LINE CLEANING	\$75.00
DUAL AIR INC.	
SHOP HEATER REPLACEMENT	\$4,425.00

Vendor Name	Net Invoice Amount
DUNLOP SPORTS AMERICAS	
GOLF MERCHANDISE	\$147.75
GOLF EQUIPMENT/BALLS MERCHANDI	\$308.25
GOLF BALLS	\$87.00
ECOLAB INC	
DISHWASHER RENTAL	\$270.11
ECOLAB PEST ELIMINATION	
AIR QUALITY / PEST CONTROL	\$247.52
GFSI LLC	
CLOTHING	\$1,736.54
GOLF PROFESSIONAL ENTERPRISES LLC	
MARCH MANAGEMENT FEE	\$8,916.66
GRAINGER	
CART CABLE	\$399.64
SAFETY SIGN	\$16.52
GT GOLF HOLDINGS INC	
PUSH CARTS	\$690.00
HAWK ALARM SYSTEMS INC	
FIRE ALARM MONITORING	\$21.48
HERMEL WHOLESALE	
BEVERAGE-NON-ALCOHOLIC	\$182.97
SUPPLIES	\$57.83
PAPER PRODUCTS	\$38.70
JOSEPH ELLIOT USA LLC	
CLOTHING	\$357.00
GOLF MERCHANDISE	\$498.81
L2 BRANDS LLC	
CLOTHING	\$777.78
CLOTHING	\$409.06
CLOTHING	\$402.06
LEAGUE OF MINNESOTA CITIES	
SAFETY & LOSS WORKSHOP	\$1.00
SAFETY & LOSS WORKSHOP	\$1.00
SAFETY & LOSS WORKSHOP	\$2.00
LEAGUE OF MN CITIES INSURANCE	
PROPERTY & CASUALTY PREMIUM	\$12,757.09
NEW PRAGUE UTILITIES	
GOLF - ELECTRIC	\$1,809.99
GOLF - STORM SEWER	\$535.58
GOLF - WATER/SEWER	\$200.40
GOLF - ELECTRIC	\$35.99
GOLF - WATER/SEWER	\$44.47
O'CONNOR INC	
LOGO HEADWEAR	\$1,418.30
PEPSICO BEVERAGE SALES LLC	
BEVERAGE - NON-ALCOHOL	\$750.33
INITIAL POP ORDER	\$2,645.90
PERFORMANCE FOOD GROUP INC	
FOOD	\$551.49
FOOD	\$2,365.00
SUNDRIES	\$124.34
SUPPLIES	\$62.17
QUILL CORPORATION	
OFFICE SUPPLIES	\$41.01
OFFICE SUPPLIES	\$90.43
QUINTILLION CONSULTING LLC	
CONSULTING - MSP RFP SOW	\$1,840.00

Vendor Name	Net Invoice Amount
ROSS NESBIT AGENCIES INC.	
AGENCY FEE	\$45.60
TOW DISTRIBUTING CORP	
BEER	\$28.00
BEER-CREDIT	\$35.64-
BEER - CREDIT	\$44.80-
BEER	\$548.70
BEER-CREDIT	\$7.44-
US BANK EQUIPMENT FINANCE	
COPIER RENTAL	\$154.34
VERSATILE VEHICLES INC.	
BATTERY HOLD DOWN, DECAL, FENDER	\$164.53
SPEED SENSOR, BATTERY FILL SYSTEM	\$530.66
WENCEL KUBES CUSTOM CABINETS	
HICKORY	\$160.00
Grand Total:	<u>\$63,323.55</u>

Vendor Name	Description	Net Invoice Amount
LEAGUE OF MN CITIES INSURANCE	PROPERTY & CASUALTY PREMIUM	147.00
ROSS NESBIT AGENCIES INC.	AGENCY FEE	.50
Total EDA:		147.50
Grand Totals:		147.50



New Prague Police Department

City of New Prague In the Counties of Scott & Le Sueur

118 CENTRAL AVENUE NORTH, SUITE 3, NEW PRAGUE, MINNESOTA 56071

• Phone: (952) 758-2791 • Fax: (952) 758-6279

• Website: www.ci.new-prague.mn.us

Tim Applen, Chief of Police

MEMORANDUM

To: Honorable Mayor, Charles Nickolay, members of the City Council, Shawn Ryan, Maggie Bass, Bruce Wolf, Rik Seiler and City Administrator, Joshua Tetzlaff

From: Tim Applen, Chief of Police/Emergency Manager

Date: March 13, 2026

Subject: Police Department Purchase of 2026 Ford Explorer Police Interceptor

The Police Department has budgeted for the replacement of a marked patrol squad car in 2026 through capital expense.

The 2026 Explorer will replace the 2020 Ford Police Interceptor purchased in 2020. The 2020 Ford Explorer would be transferred to Public Works for continued use. Working through the State of Minnesota Office of Procurement, the state bid was awarded to Saxon Fleet Services for 2026.

The state bid pricing for the 2026 Ford Police Interceptor is \$43,038.00. I again contacted Belzer Ford to provide them with an opportunity to match the state pricing. Belzer indicated they can match the state bid price, historically we have purchased Police vehicles locally from Belzer as they are able to match state pricing. In the event Belzer cannot match pricing, the vehicle will be purchased through Saxon Fleet Services. Ford is currently taking orders for spring production which are likely to occur in April or May. The base price does not include a driver's side LED spot light \$400, and cloth front seats \$70. An additional \$470 is reflected in the total purchase price of \$43,508.00

Recommended Action:

Purchase 2026 Ford Explorer Police Interceptor in the amount of \$43,508.00 from Belzer Ford or Saxon Fleet Services.



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: DANGEROUS DOG APPEAL
DATE: APRIL 2, 2026

Jay and Carla Linderholm are requesting the removal of a Dangerous Dog classification for one of their former dogs. According to the Linderholm’s, the dog in question is no longer living with them and is undergoing training to correct the alleged aggressive behavior, with then placement to a home who can better serve its needs.

I have included the ordinances related to Dangerous Animals can be found in City Code, both Sections 90.09 and 90.10 I have also highlighted the portions that I believe are appropriate to this case. This request would fall under Section 90.09(G), which talks about the procedure once an animal is deemed as dangerous by the Animal Control Officer. Chief Applen has reached out to Critter Getters, who the City contracts with for animal control services, to request their attendance at the City Council meeting to provide background and testimony to the City Council.

It should be of note, there is no database of dangerous dogs to my knowledge. Any dog who carries the label in New Prague, and who has been reported to either Scott or Le Sueur Counties per City Code, does not necessarily carry the label in other communities beyond these two counties.

Recommendation

Staff recommends that the City Council not grant an immediate appeal of the Dangerous Dog classification. Instead, staff recommends the Council ask for the dog to go through proper training first. If, after training for a defined amount of time, the dog is shown to not be dangerous to its surrounding community, the City Council may reconsider at that time.

§ 90.09 DANGEROUS ANIMALS.

(A) *Attack by an animal.* It shall be unlawful for any person's animal to inflict or attempt to inflict bodily injury to any person or other animal whether or not the owner is present. This section shall not apply to an attack by a dog under the control of an on-duty law enforcement officer or to an attack upon an uninvited intruder who has entered the owner's home with criminal intent.

(B) *Destruction of dangerous animal.* The Animal Control Officer shall have the authority to order the destruction of dangerous animals in accordance with the terms established by this chapter.

(C) *Definitions.* For the purpose of this division, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DANGEROUS ANIMAL. An animal which has:

- (a) Caused bodily injury or disfigurement to any person on public or private property;
- (b) Engaged in any attack on any person under circumstances which would indicate danger to personal safety;
- (c) Exhibited unusually aggressive behavior, such as an attack on another animal;
- (d) Bitten one or more persons on two or more occasions; or
- (e) Been found to be potentially dangerous and/or the owner has personal knowledge of the same, the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals.

POTENTIALLY DANGEROUS ANIMAL. An animal which has:

- (a) Bitten a human or a domestic animal on public or private property;
- (b) When unprovoked, chased or approached a person upon the streets, sidewalks, or any public property in an apparent attitude of attack; or
- (c) Has engaged in unprovoked attacks causing injury or otherwise threatening the safety of humans or domestic animals.

PROPER ENCLOSURE. Securely confined indoors or in a securely locked pen or structure suitable to prevent the animal from escaping and to provide protection for the animal from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting. The enclosure shall not allow the egress of the animal in any manner without human assistance. A pen or kennel shall meet the following minimum specifications:

- (a) Have a minimum overall floor size of 32 square feet.
- (b) Sidewalls shall have a minimum height of five feet and be constructed of 11-gauge or heavier wire. Openings in the wire shall not exceed two inches, support posts shall be 1¼-inch or larger steel pipe buried in the ground 18 inches or more. When a concrete floor is not provided, the sidewalls shall be buried a minimum of 18 inches in the ground.
- (c) A cover over the entire pen or kennel shall be provided. The cover shall be constructed of the same gauge wire or heavier as the sidewalls and shall also have no openings in the wire greater than two inches.
- (d) An entrance/exit gate shall be provided and be constructed of the same material as the sidewalls and shall also have no openings in the wire greater than two inches. The gate shall be equipped with a device capable of being locked and shall be locked at all times when the animal is in the pen or kennel.

UNPROVOKED. The condition in which the animal is not purposely excited, stimulate
disturbed.

Section 4, Item b.

(D) *Designation as potentially dangerous animal.* The Animal Control Officer shall designate any animal as a potentially dangerous animal upon receiving evidence that the potentially dangerous animal has, when unprovoked, then bitten, attacked, or threatened the safety of a person or a domestic animal as stated in division (C)(2). When an animal is declared potentially dangerous, the Animal Control Officer shall cause one owner of the potentially dangerous animal to be notified in writing that the animal is potentially dangerous.

(E) *Evidence justifying designation.* The Animal Control Officer shall have the authority to designate any animal as a dangerous animal upon receiving evidence of the following:

(1) That the animal has, when unprovoked, bitten, attacked, or threatened the safety of a person or domestic animal as stated in division (C)(1).

(2) That the animal has been declared potentially dangerous and the animal has then bitten, attacked, or threatened the safety of a person or domestic animal as stated in division (C)(1).

(F) *Authority to order destruction.* The Animal Control Officer, upon finding that an animal is dangerous hereunder, is authorized to order, as part of the disposition of the case, that the animal be destroyed based on a written order containing one or more of the following findings of fact:

(1) The animal is dangerous as demonstrated by a vicious attack, an unprovoked attack, an attack without warning or multiple attacks; or

(2) The owner of the animal has demonstrated an inability or unwillingness to control the animal in order to prevent injury to persons or other animals.

(G) *Procedure.* The Animal Control Officer, after having determined that an animal is dangerous, may proceed in the following manner: The Animal Control Officer shall cause one owner of the animal to be notified in writing or in person that the animal is dangerous and may order the animal seized or make orders as deemed proper. This owner shall be notified as to dates, times, places and parties bitten, and shall be given 14 days to appeal this order by requesting a hearing before the City Council for a review of this determination.

(1) If no appeal is filed, the orders issued will stand or the Animal Control Officer may order the animal destroyed.

(2) If an owner requests a hearing for determination as to the dangerous nature of the animal, the hearing shall be held before the City Council, which shall set a date for hearing not more than three weeks after demand for the hearing. The records of the Animal Control or City Clerk's office shall be admissible for consideration by the Animal Control Officer without further foundation. After considering all evidence pertaining to the temperament of the animal, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control Officer take the animal into custody for destruction, if the animal is not currently in custody. If the animal is ordered into custody for destruction, the owner shall immediately make the animal available to the Animal Control Officer.

(3) No person shall harbor an animal after it has been found by to be dangerous and ordered into custody for destruction.

(H) *Stopping an attack.* If any police officer or Animal Control Officer is witness to an attack by an animal upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

(I) *Notification of new address.* The owner of an animal which has been identified as dangerous or potentially dangerous shall notify the Animal Control Officer in writing if the animal is to be relocated from its current address or given or sold to another person. The notification shall be given in writing

least 14 days prior to the relocation or transfer of ownership. The notification shall include owner's name and address, the relocation address, and the name of the new owner, if any.

Section 4, Item b.

Penalty, see § 10.99

§ 90.10 DANGEROUS ANIMAL REQUIREMENTS.

(A) *Requirements.* If the City Council does not order the destruction of an animal that has been declared dangerous, the City Council may, as an alternative, order any or all of the following:

(1) That the owner provide and maintain a proper enclosure for the dangerous animal as specified in § 90.09(C)(3);

(2) Post the front and the rear of the premises with clearly visible warning signs, including a warning symbol to inform children, that there is a dangerous animal on the property as specified in M.S. § 347.51 as it may be amended from time to time;

(3) Provide and show proof annually of public liability insurance in the minimum amount of \$300,000;

(4) If the animal is a dog and is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash (not to exceed six feet in length) and under the physical restraint of a person 16 years of age or older. The muzzle must be of a design as to prevent the dog from biting any person or animal, but will not cause injury to the dog or interfere with its vision or respiration;

(5) If the animal is a dog, it must have an easily identifiable, standardized tag identifying the dog as dangerous affixed to its collar at all times as specified in M.S. § 347.51 as it may be amended from time to time;

(6) All animals deemed dangerous by the Animal Control Officer shall be registered with the county in which this city is located within 14 days after the date the animal was so deemed and provide satisfactory proof thereof to the Animal Control Officer.

(7) If the animal is a dog, the dog must be licensed and up to date on rabies vaccination. If the animal is a cat or ferret, it must be up to date with rabies vaccination.

(B) *Seizure.* The Animal Control Officer shall immediately seize any dangerous animal if the owner does not meet each of the above requirements within 14 days after the date notice is sent to the owner that the animal is dangerous. Seizure may be appealed to district court by serving a summons and petition upon the city and filing it with the district court.

(C) *Reclaiming animals.* A dangerous animal seized under division (B) above may be reclaimed by the owner of the animal upon payment of impounding and boarding fees and presenting proof to animal control that each of the requirements under division (B) above is fulfilled. An animal not reclaimed under this section within 14 days may be disposed of as provided under § 90.09(F), and the owner is liable to the city for costs incurred in confining and impounding the animal.

(D) *Subsequent offenses.* If an owner of an animal has subsequently violated the provisions under § 90.09 with the same animal, the animal must be seized by animal control. The owner may request a hearing as defined in § 90.09(F). If the owner is found to have violated the provisions for which the animal was seized, the Animal Control Officer shall order the animal destroyed in a proper and humane manner and the owner shall pay the costs of confining the animal. If the person is found not to have violated the provisions for which the animal was seized, the owner may reclaim the animal under the provisions of division (C) above. If the animal is not yet reclaimed by the owner within 14 days after the date the owner is notified that the animal may be reclaimed, the animal may be disposed of as provided under § 90.09(F) and the owner is liable to the animal control for the costs incurred in confining, impounding and disposing of the animal.

Records Report

Section 4, Item b.

ICR # 25005611

*Carla Linderholm
1202 Highway DR
NP*

Laurena
(Give to MN Critter Getters for completion)

Potentially Dangerous Dog:

- Current Rabies Vaccination
 - Date Vaccinated: 7-24-25
 - Expiration of Rabies: 7-23-28
 - Vet Clinic: Pink Lake Vet.
 - Record Enclosed w/Case: _____

- Animal License
 - License Number: _____

- Micro Chip Implantation
 - Date Implanted: _____
 - Form Completed & Received: _____

- Quarantine Findings:
 - Normal/Healthy
 - Rabid - Set for Destruction

Dangerous Dog Scheduled for Destruction:

- Destruction Documentation
 - Date of Destruction: _____
 - Record of Destruction: _____

Dangerous Dog:

- Current Rabies Vaccination
 - Date Vaccinated: _____
 - Expiration of Rabies: _____
 - Vet Clinic: _____
 - Record Enclosed w/Case: _____

- Animal License
 - License Number: _____

- Micro Chip Implantation
 - Date Implanted: _____
 - Form Completed & Received: _____

- Liability INS. issued by an INS. company in the amount of \$300,000.: _____
- or-
- A Surety Bond issued by a surety company in the amount of \$300,000.: _____

- Proper Enclosure Constructed:
 - Date Completed: _____

MN Critter Getters:

****Please complete this form during the 14 Day Quarantine Period.**

Dave Steinmetz Jay Linderholm
Dave Steinmetz Jay Linderholm
X _____
(Signature)

Date: 8-22-25

Paid 105 - Visits

- Dangerous Dog Warning Symbol:
 - Posted Date: _____

- Dangerous Dog Tag w/Symbol:
 - Date Received: _____

- Quarantine Findings:
 - Normal/Healthy
 - Rabid - Set for Destruction

To: Honorable Mayor and City Council Members
From: Jay and Carla Linderholm - 1202 Highview Dr. NE
Date: April 1, 2026
Request: Consider a request to remove “dangerous dog” determination



LAWRENCE’S STORY

We met Lawrence through a neighbor fostering him for the Minnesota Boxer Rescue. Lawrence was just under one year old and had been surrendered by his first family due to a child’s allergy. At the time, we had one boxer, Layla. The two dogs adored each other, and we fell in love with Lawrence. We adopted him in early August of 2024.

The first year with Lawrence was uneventful. Lawrence integrated into our lives well, enjoyed visiting the cabin, and became bonded with Layla. We saw some instances of Lawrence being wary of, or disliking other dogs, but nothing that caused much concern. Lawrence’s exuberance is something we tried to work on, given his size and strength. He would enthusiastically love on every person he met. We had not experienced any aggression, wariness or dislike toward any human.

Lawrence has been current on all vaccinations and routine veterinary care since his adoption.

OVERVIEW OF INCIDENTS

Incident 1 – August 13, 2025

The first incident Lawrence was part of occurred last summer. During this time, there was an ongoing dispute with our neighbor, directly across the street. We had previously had a good relationship with this neighbor for many years, but things were actively starting to deteriorate due to a dispute over a shared shed. The dispute has since been resolved, but we would like to note that tensions were very high on both sides, during the time when Incident 1 occurred.

On the date of this incident, Lawrence got away from Jay as he was hooking him to his tie out. Lawrence ran toward the bank of mailboxes we share with our neighbors, and our neighbor was standing nearby, in his driveway, at the time. Jay witnessed Lawrence run toward and jumped up at our neighbor. Jay did not see Lawrence bite him. Jay quickly called Lawrence home and secured him.

Incident 2 – March 4, 2026

Carla was outside cleaning up the yard, with Lawrence and Layla outside on their tie-outs. Carla went inside the house to get a garbage bag, and was gone for approximately two minutes. When she came back outside, she saw that Lawrence was gone and was in a neighbor’s yard, and she called him back. Shortly thereafter, a person who had been walking her dog nearby arrived and stated that Lawrence had run at her and had attacked her dog. The person stated that Lawrence did not attack her, and that she did not find any blood or injuries on her dog. Following this incident, Lawrence was taken for boarding by Critter Getters to complete a 10-day quarantine.

This incident has brought us to the realization that our home is not a good fit for Lawrence. While we love him very much, he needs more training and structure than we can provide. He would also be best suited to a home with a privacy fence, which we do not have. We have decided to surrender Lawrence back to the Minnesota Boxer Rescue. They are currently working to find a suitable foster home where Lawrence’s needs can be met. Following pickup from Critter Getters at the end of Lawrence’s quarantine, he was taken to Unleashed Dog Boarding. Darren and Hayley Alick are highly qualified dog trainers and behaviorists, and have been evaluating and working with Lawrence to determine what is best for him, going forward.

REQUEST

We are respectfully requesting that the City Council consider removing the “dangerous dog” designation that has been placed on Lawrence. We truly believe that future incidents involving Lawrence could be mitigated by additional training and an environment that meets his needs. We believe a home with an experienced owner, dedicated to his training, and a secure privacy fence would virtually eliminate his issues. The Behavioral Evaluation Report by Hayley and Darren Alick (attached) supports our belief that Lawrence is not a dangerous dog, and with the right owner, he could thrive.

CONSIDERATIONS

1. We believe that Lawrence feels fiercely protective over Layla. His dog-reactivity is significantly higher when Layla is around, versus when Lawrence is taken for walks alone or otherwise not near Layla. Because we have decided to surrender Lawrence, his protection of Layla will no longer be a factor.

2. The police report related to Incident 1 states the following: “Initially, neighbor believed the dog was only able to bite his pants. After a while he looked at his leg and found that it was bleeding from a small puncture hole” and “Neighbor did tell me before I left he was comfortable around the dogs and did not think the dog approached him in an aggressive manner. Dennis believed the dog was being playful.”

We feel that these statements support that Incident 1 should not be classified as an attack. Lawrence is a young, strong dog. We know that sometimes dogs can cause unintended, minor injuries to people through play. We believe that is the case, in this instance.

3. During Incident 2, Lawrence acted in a perceived aggressive manner toward another dog. We do want to note that the police report indicates that there was no injury to the other dog, which is encouraging. We have no doubt that if Lawrence’s intent was to truly do harm to the other dog, injury would have occurred.
4. Incident 2 caused us to realize that our home is not appropriate for Lawrence. We feel strongly that his reactivity could be managed and he could thrive in another home that is better suited to his needs.
5. We respectfully ask the City Council to allow him to have a fresh start, without the anchor of a “dangerous dog” label.

ATTACHMENTS

Attachment A: Behavioral Evaluation and Training Recap by Hayley & Darren Alick – Unleashed

Attachment B: Police Report from August 13, 2025 - “Incident 1”

Attachment C: Police Report from March 3, 2026 - “Incident 2”

Behavior Evaluation & Training Recap – Lawrence

Lawrence was presented for evaluation following two reported incidents that raised concern regarding potentially dangerous behavior.

The most recent involved an interaction with a woman and her dog, where Lawrence reportedly engaged in an aggressive display. However, it is important to note that no bite occurred and no physical injury or damage was reported. The first incident involved a male individual approaching his mailbox, during which Lawrence exited the home, ran toward the individual, and jumped on him in what was perceived as an aggressive manner.

Upon evaluation, Lawrence demonstrates behaviors consistent with heightened arousal, poor impulse control, and situational reactivity rather than clear intent to cause harm. His responses appear to be driven by excitement, territorial behavior, and underlying insecurity, rather than true offensive aggression.

During his time with us, Lawrence has shown:

- No evidence of sustained or escalating aggression when properly handled
- Responsiveness to structure, guidance, and clear expectations
- Improvement in impulse control with consistent training
- Social engagement without intent to injure when interactions are managed appropriately

It is our professional opinion that Lawrence does not present as a dog with dangerous propensities, but rather as a dog in need of continued structure, training, and responsible management.

Recommendations Moving Forward

We are absolutely and emphatically recommending that Lawrence engage in a significant amount of continued training, particularly in the areas of reactivity, proper leash walking, and clear behavioral expectations while on leash

Because Lawrence comes from a background of fear and nervousness, it is critical that his training approach is not solely corrective in nature, but instead follows a clear, consistent, and balanced methodology. This includes building confidence, establishing structure, and reinforcing appropriate behaviors while maintaining fair and effective accountability.

To ensure continued success and safety:

- Consistent obedience work and reinforcement of boundaries
- Structured leash work with clear expectations and handler consistency
- Proper management of entry/exit points within the home
- Avoidance of uncontrolled or unstructured interactions

- Continued development of impulse control and neutrality around people and dogs

With these measures in place, Lawrence is capable of functioning safely in both public and home environments.

Professional Background & Experience

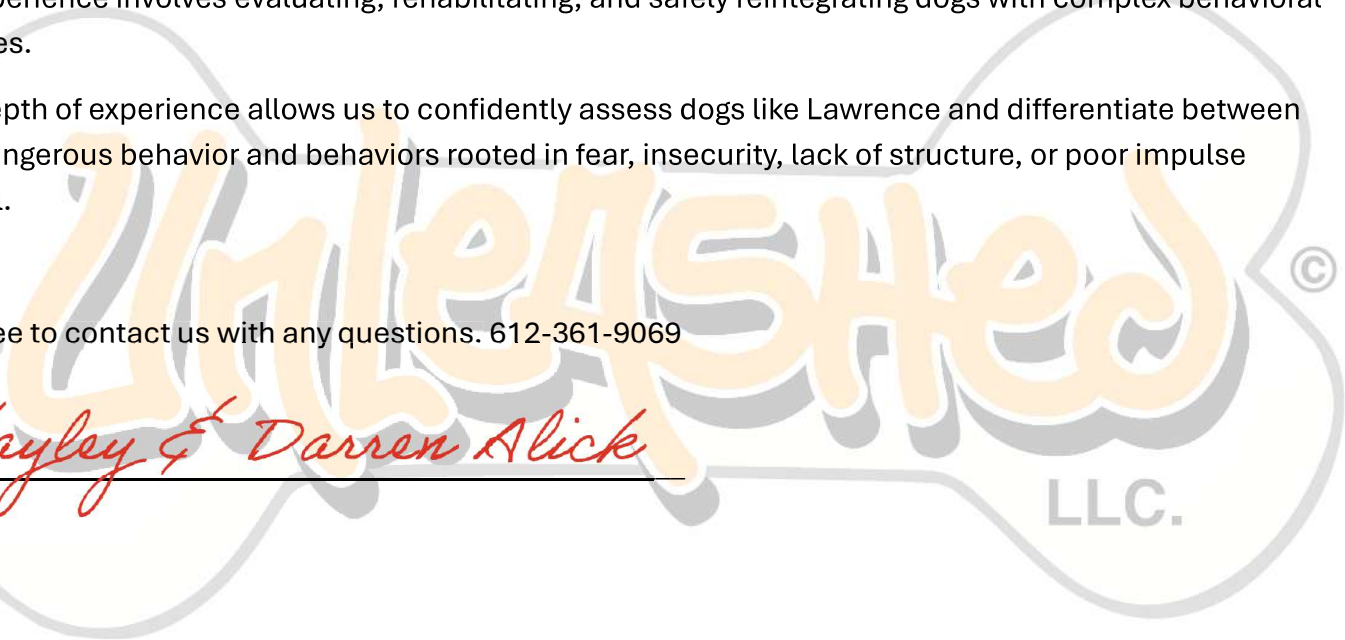
Our training team has over 25 years of professional experience working with a wide range of behavioral issues, including both dog-directed and human-directed aggression. We have built a strong and well-established reputation for producing reliable, safe outcomes through balanced, structured training methods.

Our work extends beyond private client training to include extensive collaboration with rescue organizations across the country, as well as partnerships with Humane Societies. A significant portion of our experience involves evaluating, rehabilitating, and safely reintegrating dogs with complex behavioral histories.

This depth of experience allows us to confidently assess dogs like Lawrence and differentiate between true dangerous behavior and behaviors rooted in fear, insecurity, lack of structure, or poor impulse control.

Feel free to contact us with any questions. 612-361-9069

Hayley & Darren Alick



Section 4, Item b.



NEW PRAGUE POLICE DEPARTMENT
INCIDENT REPORT

ICR# 25005611		AGENCY ORI# MN0700300		JUVENILE:		
INCIDENT	Reported: 08-13-2025 1513 Committed Start: Committed End: Title: Animal Bite-Animal Short Description: TOOK A REPORT OF A DOG BITE. Summary: RP stated neighbors dog came after him at the mailbox of his residence. RP advised dog only bit his pant leg, wanted the incident documented, and no police response GT#09. RP came in the following day and reported the dog but his leg. See report. ZA07 Location(s) Address: 1203 HIGHVIEW DR NE City: New Prague State: MN Zip: 56071 Country: US					
	OFFICERS	Officer Assigned: Ambroz, Zak		Badge No: 7	Primary: Yes	
		Officer Assigned: Trout, Gabe		Badge No: 9	Primary: No	
NAMES	Involvement: Owner Name: Linderholm, Jay Timothy Age: 59 Sex: M Race: W Height: 604 Weight: 195 Address: (Residence) 1202 Highview Dr City: New Prague State: MN Zip: 56071 Country: Eye Color: BRO Hair Color: BRO					
	Involvement: Reported By Name: Sticha, Dennis Joseph Age: 77 Sex: M Race: W Height: 511 Weight: 245 Address: (Residence) 1203 Highview Dr NE City: NEW PRAGUE State: Zip: 56071 Country: Eye Color: BLU Hair Color: GRY Scars: SC CHEST Scars: SC KNEE					
	Involvement: Owner Name: Linderholm, Carla Marie Age: 60 Sex: F Race: W Height: 505 Weight: 140 Address: (Residence) 1202 HIGHVIEW DR NE City: NEW PRAGUE State: MN Zip: 56071 Country: Eye Color: BLU Hair Color: RED					

Supplemental Report	
ICR: 25005611	Last Modified: 08-19-2025 1717
Title: ZA07 8/14/2025	Created By: Zak Ambroz
<p>NEW PRAGUE POLICE DEPARTMENT</p> <p>INITIAL REPORT</p>	

<input type="checkbox"/> Photos	<input type="checkbox"/> Audio	<input type="checkbox"/> Office Video	<input type="checkbox"/> Squad Video	<input type="checkbox"/> Body Camera Video	<input type="checkbox"/> Additional Video
---------------------------------	--------------------------------	---------------------------------------	--------------------------------------	--	---

On August 14, 2025, at approximately 0815, Dennis [REDACTED], DOB: XXXXXXXXXX, came to NPPD and requested to speak with an officer.

Dennis and I spoke in the interview room at the police department, our conversation was recorded by my BWC. Dennis told me he was bitten by a neighbor's dog the previous day. He identified the neighbor as Jay Timothy Linderholm, DOB: XXXXXXXXXX. He indicated Jay was aware of the incident and outside when it occurred. Jay attempted to recall the dog when it came across the street. The dog bit Dennis in the leg. Initially, Dennis believed the dog was only able to bite his pants. After a while he looked at his leg and found that it was bleeding from a small puncture hole. Dennis had a band aid on it at the time and showed me. The wound did appear consistent with being a day old. Dennis did come to the police department the previous day after it occurred and spoke to Officer Trout.

Dennis indicated there was friction with Jay and his spouse due to ownership of a flowerpot. He did not feel comfortable talking to Jay about the bite and if the dog was current on its vaccinations. Dennis indicated his intention of reporting the incident was to confirm the dog was current on vaccinations. Dennis provided photos which were taken from home security cameras. He was unable to provide video, however, and did provide a picture from a security camera which showed a medium sized brown dog that appeared to be biting his leg.

While Dennis waited in the interview room, I was able to make phone contact with Jay. Jay was familiar with the incident but was unaware of the dog bit Dennis. Jay also indicated there was friction among them and felt Dennis was reporting the incident to police to add to the friction. Jay indicated the dog was current on vaccinations and would be able to provide proof. I advised Jay that I would be contacting Critter Getters and to expect a call from them.

I called Critter Getters and provided them with a summary of the incident and Jay's contact information. I met with Jay at his residence as arranged. He requested to see the photo that was provided to me by Dennis. He was shown, and indicated he did not believe the dog bit him. Jay believed it was the camera angle, which makes it appear the dog bit Dennis. Jay requested I speak to Dennis additionally to see if there was video. Jay was verbally warned about the dog being at large in violation of city ordinance.

Dennis had just arrived home, and I spoke to him additionally. Through conversation, Dennis indicated the camera system he has takes a still photo when it detects motion. Previously, he paid \$20 dollars per month so the camera would record motion. He no longer pays for the service, and the camera only takes still photos. Prior to leaving I spoke with Dennis at length about his relationship with Jay. Dennis indicated they used to be on good terms and he wished it could go back to being that way. Dennis did tell me before I left he was comfortable around the dogs and did not think the dog approached him in an aggressive manner. Dennis believed the dog was being playful.

As I was leaving, I received a call from Carla. Carla asked me to send the picture of the dog biting Dennis to her. I advised her she could request it through our records department, and I would not be sending it. Carla told me she believed Dennis was lying and was not really bit by the dog, alleging he has a history of lying. She told me I needed to retrieve the video to prove it. I explained what Dennis told me about his cameras only capturing still photos and not video. Carla believed he was lying

about the video and indicated Dennis assisted police by providing video during a vandalism investigation. I told Carla I would not be doing that as I had no reason not to believe what Dennis told me, nor any reason to disprove him even if he was fabricating his story. I advised Carla there was nothing criminal regarding the incident, and if any civil action was taken it would be their burden, including Dennis, to prove it.

I accompanied Critter Getters to the Linderholm residence at their request. Carla accused Dennis of lying and did not believe he was bitten at all. Carla accused me of taking Dennis' side. I explained to her I had no interest in either of their sides and, in fact, showed leniency by not issuing a citation for having an animal at large. She requested to see the photos provided by Dennis of his security camera, which I showed her and advised her of the process of obtaining the photos through records. I was able to confirm the dog was current on its vaccinations. Dave discussed the quarantine process with them, which they agreed to.

This incident has been referred to Critter Getters and I will not be conducting additional investigation.

The photos provided by Dennis have been uploaded to evidence.com.

This report and photos obtained can be forwarded to Critter Getters.

Nothing further.

ZA07





NEW PRAGUE POLICE DEPARTMENT
INCIDENT REPORT

ICR# 26000861		AGENCY ORI# MN0700300		JUVENILE:		
INCIDENT	Reported: 03-04-2026 1321 First Assigned:1322 First Arrived:1330 Last Cleared:1551 Committed Start: Committed End: Title: Animal Bite-Animal How Received: Telephone Short Description: RESPONDED TO A RESIDENCE FOR A REPORT OF A DOG ATTACKING ANOTHER DOG. DOG PICKED UP BY CRITTER GETTER FOR A 10-DAY QUARANTINE. Summary: Dog reportedly attacked another dog unprovoked. Dog has bit a person within the last year. 10 day quarantine with critter getters. See report. NO04 BWC/MVR Location(s) Address: 1202 Highview DR NE City: New Prague State: MN Zip: 56071 Country: US					
	OFFICERS	Officer Assigned: Orrie, Nick Badge No: 4 Primary: Yes Officer Assigned: Trout, Gabe Badge No: 9 Primary: No				
		[REDACTED NAMES]				
VEHICLES	State: MN Plate: ZLF173 VIN: 1GTUUGELXSZ134112 Make: GMC Model: Year: 2025 Color: GRY					

Supplemental Report

ICR: 26000861 Last Modified: 03-05-2026 2135
 Title: NO04 3/5/2026 Created By: Nick Orrie

NEW PRAGUE POLICE DEPARTMENT
INITIAL REPORT

<input checked="" type="checkbox"/> Photos	<input type="checkbox"/> Audio	<input type="checkbox"/> Office Video	<input checked="" type="checkbox"/> Squad Video	<input checked="" type="checkbox"/> Body Camera Video	<input type="checkbox"/> Additional Video
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ANIMAL – DOG BITE

NPPD ICR: 26000861

Initial Information:

On March 4th, 2026, I, New Prague Police Officer Nick Orrie, was dispatched to 1202 Highview Dr NE for a report of a dog that was attacked another dog. The dog that attacked the reporting party’s dog was now contained.

Involved People:

Reporting Party: [REDACTED] (DOB:XXXXXXXXXX) Phone: XXXXXXXXXXXXX

Owner: Linderholm, Carla Marie (DOB: XXXXXXXXXXXX) Phone: XXXXXXXXXXXXX

Brenda Pint Statement:

Brenda was walking her dog on the sidewalk of 7th St NW, she and her dog were walking northbound and crossing the intersection of Highview Dr NE. A dog, approximately 300ft away was on the property of 1202 Highview Dr NE, barking and then began running at Brenda and her dog.

The dog attacked and bit Brenda’s dog, a car driving down the street saw this happen and stopped. The driver yelled and honked their horn to scare the aggressor dog away. Brenda and her dog got into the stranger’s car. The stranger brought Brenda to her house, she got in her vehicle and returned to where she saw the dog come from and informed the owner of the attack.

Brenda denied being bit by the dog and said she could not find any blood on her dog. She planned on taking her dog to the vet to get checked out.

Carla Linderholm Statement:

Carla was outside with her dog, who was connected to a chained tie-out. Carla was cleaning up her yard, she went inside to grab garbage bags and when she came back outside, her dog was gone from her yard. She saw her dog in the neighbor’s yard and called him back home. She found a part of the leash that connected to the chain had broken off, causing the dog to be able to get off the property.

Brenda came to Carla’s house and informed her of the attack. Brenda at one point told Carla she was bit by the dog and then later said she was not bitten by the dog.

Carla provided a copy of the dog’s vaccination records; I took a picture of the records.

Critter Getters:

I called Dave from Critter Getters and informed him of the situation, he said Carla’s dog would need to be quarantined for 10 days. Carla was okay with Critter Getters taking the dog for quarantine because she was going to be away on vacation.

Dave responded to Carla’s residence and picked up the dog without any issues.

Axon:

Body camera, dash camera, and pictures available.

End of report. NO04



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MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: April 1, 2026

RE: 2026 Street Improvement Project
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
SEH No. NEWPR 188030

APPROVING PLANS AND ORDERING ADVERTISEMENT FOR BIDS

Plans and Specifications for the 2026 Street Improvements Project are significantly complete with the next step in the public improvement process to Approve Plans and Specifications and Ordering the Advertisement for Bids.

The project is scheduled to begin advertising in the New Prague Times on April 16, 2026, as well as on the SEH and QuestCDN websites that same week. The Bid Opening is proposed to be an electronic online bid opening scheduled for **10:00 a.m. on Friday, May 8, 2026**, with consideration of award by the City Council at the May 18th meeting.

A “Plan Review Open House” was held on March 26th to give residents another opportunity to see what is planned and to meet with city and engineering staff.

The Local Road Improvement Program (LRIP) grant request was not successful. As such, the City does not need to complete an Intersection Control Evaluation (ICE) study prior to bidding this project. The Project is expected to take 2 months for construction with 10th Avenue SE open to traffic by the end of August.

STAFF/ENGINEER RECOMMENDATION

It is recommended that the City Council approve the attached Resolution Approving Plans and Specifications and Ordering Advertisement for Bids for the 2026 STREET IMPROVEMENT PROJECT.

cdk

x:\ko\n\newpr\188030\1-gen\16-meet\city council\04.06.2026 meeting\2026 cip memo approve plans and bidding 1.16.25.docx



**CITY OF NEW PRAGUE
RESOLUTION #CC-26-04-06-01**

**2026 STREET IMPROVEMENT PROJECT
APPROVING PLANS AND SPECIFICATIONS AND
ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the council on December 15, 2025, the consulting city engineer retained for the purpose has prepared plans and specifications for the construction of the 2026 Street Improvement Project, and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEW PRAGUE, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, and shall state that online bids will be received by the City Administrator until 10:00 a.m. on Friday, May 8, 2026, at which time they will be publicly opened and read aloud via Microsoft Teams by the City Administrator and City Engineer, will then be tabulated, and will be considered by the council at 6:00 p.m. on Monday, May 18, 2026, in the council chambers of the New Prague City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cashier's check, bid bond, or certified check payable to the clerk for 5 percent of the amount of such bid.

Adopted by the council this 6th day of April, 2026.

Charles Nickolay
Mayor

State of Minnesota
Counties of Scott & Le Sueur
City of New Prague }

ATTEST:

Joshua M. Tetzlaff
City Administrator



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for All of Us®

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
MATT RYNDA, PUBLIC WORKS DIRECTOR

CC: JOSHUA TETZLAFF, CITY ADMINISTRATOR

FROM: CHRIS KNUTSON, PE (Lic. MN)

DATE: APRIL 1, 2026

RE: NW and NE Lift Station Preliminary Design Proposals.

LIFT STATION PRELIMINARY DESIGN PROPOSALS

In 2024, a sanitary sewer system feasibility study was completed and identified multiple service areas within and adjacent to the City of New Prague requiring lift station installation to provide sanitary service. Two of these service areas, identified as the Northwest Lift Station (NWLS) and Northeast Lift Station (NELS) Service Areas, have been determined by City Staff as critical for future development and expansion of the City. The Northeast Lift Station would directly impact extension of Alton Avenue N.

Attached to this memorandum are preliminary design proposals related to each of these two service areas. The purpose of the preliminary design would be to expand upon the previously completed feasibility studies and provide more refined technical data, environmental considerations, and cost estimates. The results of this preliminary design can be directly integrated into future final design and construction documents when the City is prepared for that step. Work on these two projects would be managed and completed by SEH wastewater system engineers that specialize in sanitary collection system design.

Each of the two studies will take approximately 3-months to complete, though additional time will be required if completed concurrently. As city staff has prioritized the NE Lift Station Service Area, we are proposing to complete the two projects under the following schedule:

- Completion of NE Lift Station – 3 months of effort – Deliverables in July 2026
- Completion of NW Lift Station – 3 months of effort – Deliverables in October 2026

If work was to occur concurrently on both service areas, deliverables for both would be expected in September 2026.

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for All of Us®

February 23, 2026

RE: Agreement for Professional Services
Preliminary Design Report for Northeast
Lift Station and Force Main Project
SEH No. NEWPR P 190240

Matt Rynda - Public Works Director
City of New Prague
118 Central Avenue North
New Prague, MN 56071-1534

Dear Matt:

SEH is pleased to submit the enclosed Supplemental Letter Agreement for preparation of a Preliminary Design Report for the Northeast Lift Station (NELS). The 2024 sanitary sewer planning effort identified the need for a lift station in the northeast growth area to convey projected flows of approximately 1.45 MGD average and 4.05 MGD peak. While the feasibility study established the conceptual framework for pump configuration and a 12-inch force main, the City has expressed the need to advance the project to a more detailed level that confirms pump sizing, wet well sizing and its operating depth, hydraulic performance, and anticipated permitting requirements. This preliminary design effort will provide an updated opinion of probable construction cost to support funding discussions and Council decision-making.

The enclosed proposal is structured to build upon the prior facility plan without duplicating it and focuses on delivering construction-ready design criteria that will allow a seamless transition into final design. It reflects the phased implementation strategy discussed with staff, in which permanent infrastructure is sized for ultimate build-out while pump equipment can be matched to near-term development demands.

We appreciate the opportunity to support the City’s continued growth planning and look forward to your review.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC

Fasil Yitbarek, PE
Project Manager
(Lic. IA, MD, MN)

Agreement for Professional Services
Preliminary Design Report for Northeast Lift Station and Force Main Project
February 23, 2026
Page 2

PROJECT SCOPE AND PROPOSED FEES

Task 1.0 – Project Management

Activities:

- Ongoing project management and coordination
- Monthly progress updates
- Budget and schedule tracking
- Two in-person meetings and two virtual meetings
- Internal QA/QC review of deliverables

Deliverables:

- Monthly progress updates
- Meeting agendas and summaries

Task 2.0 – Force Main Alignment Feasibility Review

Activities:

- Review existing information and data.
- Provide a desktop archaeological evaluation and consult with the State Historic Preservation Office (SHPO).
- Determine force main route based on preliminary survey data, SHPO findings and site visit.
- LIDAR-based routing review
- Utility conflict review
- Preliminary right-of-way identification
- Meet with the City to confirm preliminary alignment.

Deliverable:

- Preliminary force main alignment route.
- Summary of any findings from the review of the SHPO inventory.

Task 3.0 – Pump Station Sizing

Activities:

- Confirm ultimate build-out flow basis
- Evaluate wet well capacity and pump sizes based on flows
- Confirm structural envelope requirements
- Evaluate phased pump installation, when applicable
- Preliminary surge risk screening

Task 4.0 – Permitting And Environmental Review

4.1 – Permitting Review

SEH will identify and review the permits required for construction along the proposed alignment. Anticipated permits include MPCA sewer extension, WCA and MNDNR wetland/public waters permits (via MPARS), USACE, and county or local building permits.

Activities:

- Gather background data.
- Identify required permits and agencies.

Deliverables:

- Provide a list of required permits and regulatory approvals required for the construction of the new force main along the proposed alignment.

4.2 – Wetland Mapping

SEH will identify potential wetlands along the proposed alignment using existing GIS data sources and remote sensing. Complete a Level 1 wetland delineation using electronic data including National Wetland Inventory (NWI). This information will be used to help direct additional field work during detailed design

Agreement for Professional Services
Preliminary Design Report for Northeast Lift Station and Force Main Project
February 23, 2026
Page 3

which will be used for permitting with regulatory agencies with jurisdiction of the aquatic resources that may be impacted by the proposed alignment.

Activities:

- Gather background data.
- SEH will conduct a desktop review to determine the location of potential wetland areas along the project corridor. Prepare written documentation identifying the boundaries and classifications of wetlands which would be the basis for calculating impacts and help direct additional field work in future design phases, if necessary.

Deliverables:

- Wetland identification summary and GIS boundaries.
- Prepare written documentation identifying the boundaries of wetlands which would be the basis for calculating impacts and to complete additional field work in future design phases, if necessary.

4.3 – Environmental Desktop Review

SEH will conduct an environmental desktop review to identify potential contaminant concerns along the proposed force main alignment and surrounding properties within 500 feet. A letter report will summarize findings and recommend further investigation if needed.

The desktop review does not assess contamination levels or include all Phase I Environmental Site Assessment tasks such as site visits and interviews. Instead, it evaluates the likelihood of encountering contaminated materials during construction.

If more studies or investigations are advised, SEH will consult with the City regarding scope, costs, and schedule before proceeding.

Activities:

- Regulatory database report as well as the MPCA What’s in My Neighborhood online database and online Groundwater Atlas.
- Historical aerial photographs.
- Fire insurance maps.
- Historical topographic maps.
- City directories.
- MPCA regulatory files for sites where documented releases of hazardous substances or petroleum products have occurred. For the purposes of this proposal, we assume up to four file reviews will be conducted.

Deliverables:

- Letter report documenting the results and presenting conclusions/recommendations for additional investigation or assessment, if necessary.

Task 5.0 – Preliminary Design Report

Deliverable:

Electronic Preliminary Design Report including:

1. Background and objectives
2. Hydraulic analysis
3. Pump and wet well sizing
4. Phased implementation strategy
5. Force main routing and alternatives
6. Class 4 Opinion of Probable Construction Cost ($\pm 30\%$)
7. Funding considerations including BABA cost sensitivity

Assumptions

- No geotechnical borings included
- No topographic survey included

Agreement for Professional Services
Preliminary Design Report for Northeast Lift Station and Force Main Project
February 23, 2026
Page 4

- No wetland delineation
- No detailed surge modeling beyond screening level
- Detailed design excluded

Schedule

SEH will begin work as soon as authorized to proceed. It is estimated to take approximately 3 months to complete the tasks. The anticipated schedule outlined below is based on approval and authorization of this proposal by March 23, 2026.

Proposed Fees

We are proposing to provide the services outlined above for an hourly not-to-exceed fee of \$49,700.

Attachments

1. Task Hour Budget
2. Supplemental Letter Agreement

FBY

x:\ko\newpr\179117\1-gen\10-setup-cont\03-proposal\final design\design and bidding.docx

Exhibit A-1**Payments to Consultant for Services and Expenses Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
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7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



Building a Better World
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February 23, 2026

RE: Agreement for Professional Services
Preliminary Design Report for Northwest
Lift Station and Force Main Project
SEH No. NEWPR P 190240

Matt Rynda - Public Works Director
City of New Prague
118 Central Avenue North
New Prague, MN 56071-1534

Dear Matt:

SEH is pleased to submit the enclosed Supplemental Letter Agreement for preparation of a Preliminary Design Report for the Northwest Lift Station. The northwest service area is anticipated to generate peak flows of approximately 6.18 MGD, requiring a triplex pump configuration and a larger conveyance system than the northeast station. The feasibility study identified a conceptual 14-inch force main and 12-foot diameter wet well; however, further refinement is warranted to confirm pump selection, validate wet well depth and operating storage, and evaluate force main diameter alternatives to manage velocity, headloss, and long-term operational performance. This preliminary design phase will re-evaluate total dynamic head, assess surge considerations at a screening level, and develop a defensible Class 4 construction cost estimate.

Given the magnitude of flows and capital investment associated with this facility, advancing the design to a detailed preliminary level is a critical step before pursuing final design and construction funding. The enclosed proposal reflects the phased pump installation strategy discussed with staff, allowing the City to construct infrastructure sized for ultimate growth while maintaining flexibility in equipment selection as development occurs.

We appreciate the opportunity to support the City’s continued growth planning and look forward to your review.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC

Fasil Yitbarek, PE
Project Manager
(Lic. IA, MD, MN)

Agreement for Professional Services
Preliminary Design Report for Northeast Lift Station and Force Main Project
February 23, 2026
Page 2

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Agreement for Professional Services
Preliminary Design Report for Northeast Lift Station and Force Main Project
February 23, 2026
Page 3

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Activities:

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- MPCA regulatory files for sites where documented releases of hazardous substances or petroleum products have occurred. For the purposes of this proposal, we assume up to four file reviews will be conducted.

Deliverables:

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Deliverable:

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Agreement for Professional Services
Preliminary Design Report for Northeast Lift Station and Force Main Project
February 23, 2026
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Attachments

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2. Supplemental Letter Agreement

FBY

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10. Other special expenses required in connection with the Project.
11. 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.

The Client shall pay Consultant monthly for expenses.

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The Client shall pay Consultant monthly for equipment utilization.



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: EVAN C. GARIEPY, PLANNER
SUBJECT: PLANNING COMMISSION SUMMARY – REQUEST FOR RE-GUIDING AND REZONING IN THE PLAT OF NEW PRAGUE OUTLOTS FROM RL-90 SINGLE FAMILY RESIDENTIAL TO I1 LIGHT INDUSTRIAL, AS PROPOSED BY PADDY O’PROPERTIES AND THE CITY OF NEW PRAGUE
DATE: MARCH 30TH, 2026

Planning Commission Summary

The Planning Commission heard the above rezoning and reguiding request at their March 25th meeting, for a portion of land approximately 12.8 acres in size on the corner of 1st Ave NW and 7th St NW. This is east of MVE Biological Solutions and Chart Industries, just north of the New Prague Middle School, and encompasses the School’s Bus Garage and the City’s outdoor storage area on the north side of the bus garage. A map has been attached of the proposed rezoning and reguiding area.

As some of the land is owned by the City and the School District, staff felt it reasonable that the City enjoins in the application to expand upon Paddy O’Properties’ original request. The proposed reguiding and rezoning encompasses land that is already utilized as industrial. The land will be continuous with industrial zoning to the west, and will not cut off any residential properties.

Though industrial and residential properties are generally seen as noncompatible, staff does not anticipate this creating any issues. The area is surrounded by open space, primarily owned by the School District, and is largely floodways and floodplains. This limits expansion and the potential for large industrial buildings.

A request for an amendment to the Comprehensive Plan and rezoning requires a public hearing to be held by the Planning Commission. On March 24th, the Kuehners, owners of a property within the original proposed reguiding and rezoning area, spoke with city staff and at the public hearing. They requested that their property not be reguided and rezoned so that it can continue to be utilized as residential without becoming legal non-conforming, and so that their property taxes are more consistent. The Planning Commission was in support of this amendment. The proposed final reguiding and rezoning does not include this property, nor the vacant School District’s parcel that is south of the Kuehner’s property – this parcel is undevelopable due to floodplains. These properties have been outlined in dark red on the attached map.

Notably, at the time of the application, the Unified Development Code had not yet been enacted. The new UDC will not impact the proposed reguinding and rezoning, with the exception of the names of the zoning district and the statutes referenced in the attachments. The RL-90 Single Family Residential has been renamed to the R1 Single Family Residential Zoning District, and the I1 Light Industrial has been renamed to the I1 Light Industrial and Business Park Zoning District. The recommended resolution and ordinance must use the prior names due to the point of application, but this does not impact the actual rezoning.

The Planning Commission recommended approval of the amendment to the Comprehensive Plan and to rezone the certain properties as described in Attachment A from RL-90 Single Family Residential to I1 Light Industrial on a unanimous vote (3-0) based on the findings listed in the staff report, with the removal of the Kuehner’s property and the parcel directly south of it, and thus recommend approving the attached Comprehensive Plan amendment and rezoning.

Staff Recommendation

Staff recommends approval of the attached resolution “...Approving an amendment to the City’s Comprehensive Plan...” and the introduction of the attached ordinance “...Rezoning certain properties...”.

ORDINANCE #360

AN ORDINANCE REZONING CERTAIN PROPERTIES TO THE II LIGHT INDUSTRIAL AND BUSINESS PARK ZONING DISTRICT, AS PROPOSED BY PADDY O’PROPERTIES AND THE CITY OF NEW PRAGUE, NEW PRAGUE, MINNESOTA

SECTION 1. Paddy O’Properties and the City of New Prague, as applicants, are requesting rezoning of certain property to the II Light Industrial Zoning District, with said properties legally described as follows:

**Parcel 1. Northwestern most house (Paddy O’Properties)
PID 24.016.0130**

All that part of Lot Nineteen (19) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One hundred thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the recorded plat thereof, described as follows, to-wit:

Beginning at the Northwest corner of said Lot Nineteen (19), thence running South One hundred two (102) feet; thence running East one hundred (100) feet; thence running North One hundred two (102) feet; thence running West One hundred feet (100) to the point of beginning;

AND

Beginning at a point on the west line of said Lot Nineteen (19) which point is one hundred two (102) feet south of the northwest corner of said Lot Nineteen (19), and running thence east a distance of one hundred (100) feet, running thence south a distance of one hundred (100) feet, running thence west a distance of one hundred (100) feet to the west line of said Lot Nineteen (19), and running thence north along the west line of said Lot Nineteen (10) a distance of one hundred (100) feet to the point of beginning.

**Parcel 2. Large western parcel (Paddy O’Properties)
PID 24.016.0092**

Lot Nineteen (19) and the north half of Lot Twelve (12) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One Hundred Thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Scott County, Minnesota, EXCEPTING therefrom the

following described parcel:

That part of the North Half of Lot 12, NEW PRAGUE OUTLOTS, City of New Prague, Scott County, Minnesota, described as follows: Commencing at the Northwest Corner of said Lot 12; thence South 01 degrees 30 minutes 43 seconds East (bearings based on the Scott County Coordinate System NAD83, 1996 Adjustment) on the west line of said Lot 12, a distance of 11.95 feet to the point of beginning; thence continuing South 01 degrees 30 minutes 43 seconds East of said west line of said Lot 12, a distance of 153.05 feet to the Southwest Corner of the North Half of said Lot 12; thence North 89 degrees 26 minutes 13 seconds East on the South line of said North Half of Lot 12, a distance of 145.05 feet; thence North 20 degrees 11 minutes 52 seconds West, a distance of 47.73 feet; thence North 29 degrees 49 minutes 43 seconds East, a distance of 70.50 feet; thence North 19 degrees 02 minutes 31 seconds East, a distance of 49.98 feet; thence South 89 degrees 28 minutes 12 seconds West, a distance of 184.02 feet to the point of beginning;

And also EXCEPTING: Beginning at the northwest corner of Lot Nineteen (19) of New Prague Outlots Scott County, Minnesota, in Section 34, Township 113 North, Range 23 West. Thence running South One hundred two (102) feet; thence running East One hundred (100) feet; thence running North One hundred two (102) feet; thence running West One hundred feet (100) to the point of beginning

AND

All that part of Lot Nineteen (10) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One hundred thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said Scott County, Minnesota, described as follows, to-wit:

Beginning at a point on the west line of said Lot Nineteen (19) which point is one hundred two (102) feet south of the northwest corner of said Lot Nineteen (19), and running thence east a distance of one hundred (100) feet, running thence south a distance of one hundred (100) feet, running thence west a distance of one hundred (100) feet to the west line of said Lot Nineteen (19), and running thence north along the west line of said Lot Nineteen (19) a distance of one hundred (100) feet to the point of beginning.

Parcel 3. Storage (City)

PID 24.016.0120

Lot 18, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota.

Parcel 4. Bus garage (School)

PID 24.016.0100

That part of Lot 13, PLAT OF NEW PRAGUE OUTLOTS, according to the recorded plat thereof, Scott County, Minnesota described as beginning at the northwest corner of said Lot 13, thence on an assumed bearing of North 89 degrees 26 minutes 07 seconds East, along the north line of said Lot 13, a distance of 220.00 feet; thence South 00 degrees 33 minutes 53 seconds a distance of 129.72 feet; thence South 58 degrees 03 minutes 05 seconds west a distance of 216.80 feet to the west line of said Lot 13;

thence North 1 degree 56 minutes 55 seconds West, along said west line of Lot 13, a distance of 135.00 feet to the point of beginning.

Parcel 5. East bus garage parcel (School)

PID 24.016.0110

The West half of Lot 14, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota.

SECTION 2. The New Prague Planning Commission has completed a review of the application and made a report pertaining to said request for establishing a change in the zoning classification for the described properties. A copy of said report has been presented to the City Council; and,

SECTION 3. The New Prague Planning Commission on the 25th day of March, 2026, following proper notice held a public hearing regarding the request, and following due consideration of presented testimony and information, voted 3-0 to forward the matter to the City Council with a recommendation for approval; and,

SECTION 4. The New Prague City Council finds:

1. Rezoning the land described to I1 Light Industrial will make the industrial uses in this area conforming, while creating only one single legal non-conforming residential home of which the property owner stated he plans to demolish.
2. Rezoning the land described to I1 Light Industrial Zoning District will conform to the City’s Comprehensive Plan.

SECTION 5. NOW, THEREFORE BE IT ORDAINED, by the City Council of New Prague, Minnesota, that the rezoning of certain properties to the I1 Light Industrial Zoning District is hereby **approved** for the land as described on the legal descriptions in described above and as shown outlined in bright red in Exhibit A.

SECTION 6. 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, this 6th day of April, 2026.

The required 10 days posted notice was completed on the city website and city hall bulletin board on or before April 7th, 2026.

Adopted by the Council this 20th of April, 2026.

EFFECTIVE DATE: Immediately upon its publication in the April 30th, 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

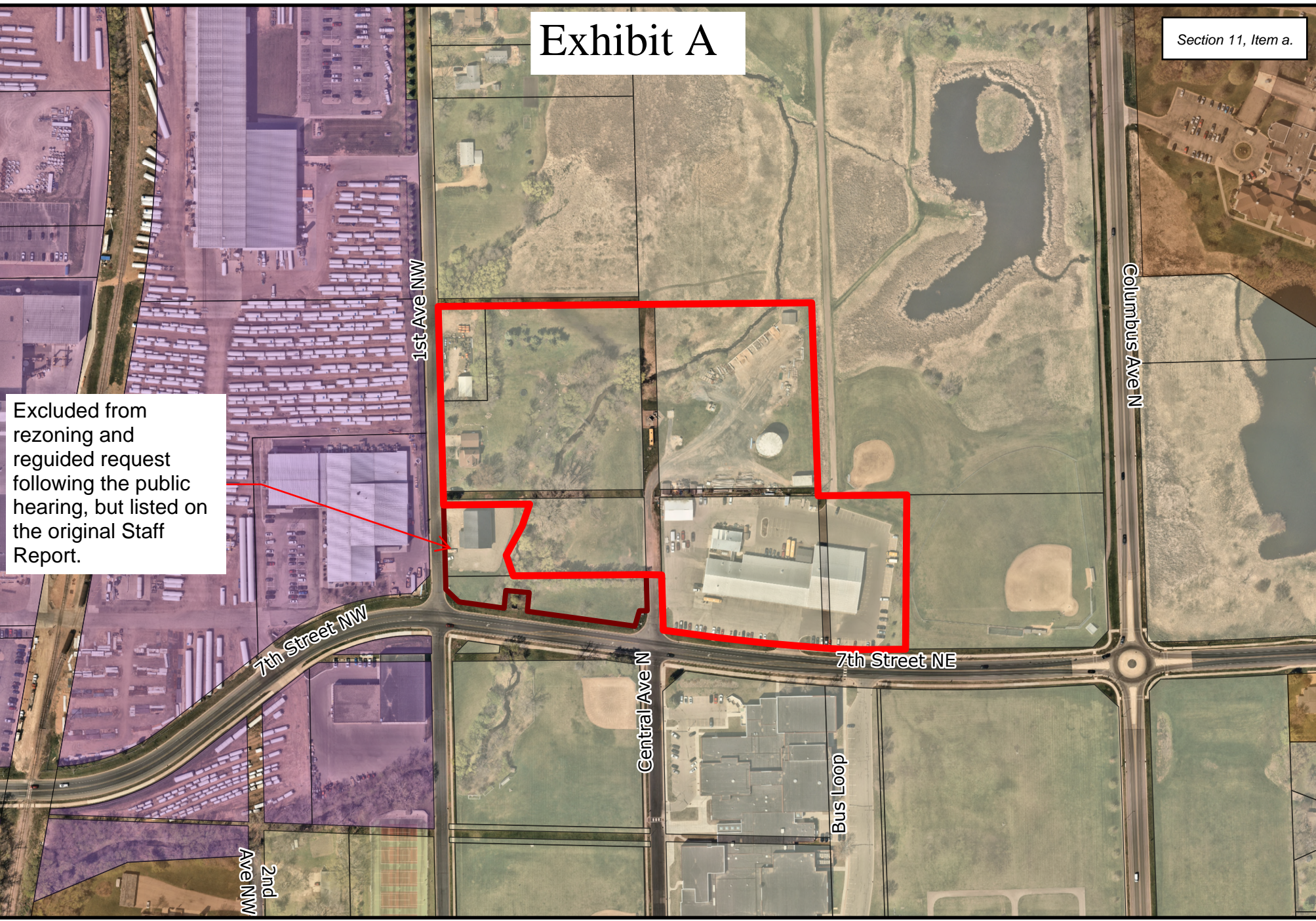
State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)
County of Scott & Le Sueur)

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

Notary Public

Exhibit A

Section 11, Item a.

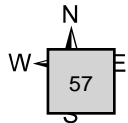
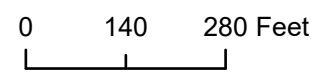


Excluded from rezoning and reguided request following the public hearing, but listed on the original Staff Report.



Proposed Rezoning and Reguiding
From RL-90 to I1
03/26/2026

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 Statues 366.03 Subdivision 21. Map created March 2026.





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

MEMORANDUM

TO: NEW PRAGUE PLANNING COMMISSION
FROM: KEN ONDICH - COMMUNITY DEVELOPMENT DIRECTOR
EVAN C. GARIEPY - PLANNER
SUBJECT: PUBLIC HEARING FOR A COMPREHENSIVE PLAN AMENDMENT AND REZONING CERTAIN PROPERTIES TO I1 LIGHT INDUSTRIAL LOCATED IN THE PLAT OF NEW PRAGUE OUTLOTS, PADDY O’PROPERTIES AND THE CITY OF NEW PRAGUE, APPLICANTS.
DATE: 3/19/2026

Background / History

Paddy O’Properties has submitted an application to amend the City’s Comprehensive Plan and rezone some property in the plat of the New Prague Outlots, on the corner of 1st Av NW and 7th St NW, east of MVE Biological Solutions and Chart Industries, from RL-90 Single Family Residential to I-1 Light Industrial. Upon review of the application, city staff noted that adjacent property owned by the City and School District would also benefit from being rezoned and enjoined in the application to expand the request to include a larger area than originally requested.

The subject land is currently zoned RL-90 Single Family Residential. This includes land that currently is being utilized industrial, including the New Prague Area Schools Bus Garage and the City of New Prague’s land. Patrick Sullivan with Paddy O’Properties owns two properties along 1st Ave NW – one of which contains an industrial building formerly used by Bevcomm for storage, and one that has an existing home that he plans to demolish and replace with industrial use, which would be more contiguous with MVE Biological Solution’s industrial use on the west side of 1st Ave. NW. A map is attached that shows the proposed area for re-guiding and rezoning to I-1 Light Industrial.

The full legal descriptions of the properties is in Attachment A. The subject land is approximately 13.9 acres.

The New Prague Outlots plat has been attached, as well as a map of the properties.

In order to rezone the property, it must fit with the City’s Comprehensive Plan. At this time, the current zoning of the land fits with the comprehensive plan and therefore Paddy O’Properties and City of New Prague – Comprehensive Plan Amendment and Rezoning of New Prague Outlots

the City of New Prague are proposing to amend the City’s Comprehensive Plan to rezone the property.

Existing Zoning

The entirety of the proposed area for rezoning is currently zoned RL-90 Single Family Residential.

The land immediately west of the subject area is zoned I1 Light Industrial. The land south, north, and east of the property is zoned RL-90 Single Family. South of the area is open space and the New Prague Middle School which is also zoned residential.

Much of the subject area is open space that is largely undevelopable due to wetlands and flood zones. Further north along 1st Ave NW, there are four residential properties that are zoned RL-90. North of this is more land that is zoned industrial, and 1st Ave NW ends on a dead end at a parcel used by the New Prague School District.

The proposed rezoning will leave both RL-90 and I1 contiguous, with no areas cut off from its zoning district. The land is already partially utilized as industrial, and the residential portion north of the rezoning does not have any potential to expand further due to natural features.

Though the area is zoned residential, the current residential properties along 1st Ave NW north of 7th St NW are not contiguous with other residential properties. North, east, and south are open space and the schools, and west is industrial use.

Proposed Zoning

The subject property is proposed to be re-guided and rezoned to I1 Light Industrial Zoning District. This district is intended to provide for industrial uses for activities that, because of their nature, are not well suited for close proximity to residential and business areas of the community. Existing industry that is located close to residential areas is allowed to continue and must meet certain performance criteria when applicable. Industrial areas have good access to highway and railroad lines because of their need to receive and distribute products and goods.

- 2. Permitted Uses
 - A. Automobile repair – Major
 - B. Automobile repair – Minor
 - C. Billboard signs
 - D. Car washes
 - E. Essential services
 - F. Industry, light
 - G. Lumberyards
 - H. Manufacturing, light
 - I. Public utility
 - J. Recreation, public

- K. Research facilities
- L. Warehouse and distribution
- M. Small breweries
- N. Breweries
- O. Public building

The proposed rezoning will reflect the current usage on the eastern portion of the land, which includes the School’s Bus Garage and the City’s Filter Plant #2/Main Lift Station Site. The west portion of the subject area currently has two residential properties and one industrial use property. Upon rezoning, Patrick Sullivan stated that he plans to demolish a residential home, leaving only one legal non-conforming residential property which was constructed in 2024. These properties are all facing the MVE Biological Solutions lot, which is zoned Industrial. A large portion of the land is unused due to wetlands and flood zones, making it undevelopable.

Staff believes there is a natural division of these existing residential zoned lots versus those further north along 1st Ave. NW due to the floodplain’s existence.

Comprehensive Plan

Chapter 4, Future Land Use & Growth Management, and Chapter 5, Implementation, of the 2045 Comprehensive Plan contains language that supports the rezoning of the property to I1 Light Industrial. Below are some excerpts:

Existing Land Use

Approximately 5.1% of the City’s land is dedicated to commercial uses, and another 5.6% dedicated to industrial use. It is anticipated that as the community grows, there will be additional land needed for commercial and light industrial uses.

Vacant/agricultural areas are the second largest use category at about 20.8% of the community’s total area. This category includes properties inside the current City limits that are utilized for agricultural production, undevelopable due to wetlands or floodplains, or awaiting new development. These properties should be prioritized as opportunities for further development before annexation is considered; however, these properties may require utility or infrastructure extension/improvements to support development.

Land Use Goals

Goal 1: Encourage thoughtful development in strategic areas of New Prague.

- Discourage urban sprawl in New Prague, restrict leapfrog development, encourage systematic expansion within incorporated cities, and adhere to the future land use plan when assessing requests for rezoning.
- Encourage structured, sustainable expansion that corresponds with the vision and character of New Prague.

Action Plan

Economy & Employment

Goal 2: Develop strategies to promote sustainable and holistic economic development.

- 2b. Support the needs of the growing population by actively assisting new business opportunities via programs, space, and infrastructure.
- 2c. Maintain an adequate supply of land for commercial and industrial development, either through annexation or redevelopment.

Lot Size

The minimum lot size for the I1 Light Industrial Zoning District is 40,000 square feet, with a minimum lot width of 150 feet.

The smallest parcel that is proposed to be re-guided and rezoned is approximately 20,000 square feet, and 200 feet wide. The second smallest parcel is 23,400 square feet, and 150 feet wide. The third smallest parcel, directly on the corner of 1st Ave NW and 7th St NW, is approximately 30,000 square feet.

The smallest lot by area is the former Bevcomm property and contains an industrial building and the second smallest lot by area is a single family home constructed in 2024. The third smallest parcel directly on the road corner is undevelopable, and is owned by the School District.

Notably, even if the properties all made the minimum required lot size, the developable area of these lots would still be small due to the floodplains on the east.

In short, these lots would become legal non-conforming lots once zoned I-1 Light Industrial but due to existing conditions this is unavoidable.

Criteria for Amending the City’s Comprehensive Plan and Granting Zoning Map Amendments (Rezoning)

The Comprehensive Plan is intended to guide the growth of the community. As events and circumstances within the community change, the Comprehensive Plan can be reviewed and updated, as appropriate. Amendments to the Comprehensive Plan require a public notice, a public hearing conducted by the Planning Commission and City Council final review and approval. Amendments to the Comprehensive Plan should be considered if there have been changes within the community or issues which were not anticipated by the Plan. Staff believes that the proposed amendment to the Comprehensive Plan and rezoning are justifiable due to the adjacent and pre-existing industrial use of much of the subject land, and the inability of the land to be developed further into residential without conflicts with adjacent existing land uses.

The Comprehensive Plan may be amended upon petition from the public, initiation by the Planning Commission or direction from the City Council. No amendment shall be adopted until a public hearing has been conducted by the Planning Commission with recommendation to the City Council. A 2/3 affirmative vote of the City Council is required to amend the Plan. In the case of this request, staff believes additional land beyond Paddy O’ Properties should be included to provide a larger more cohesive expanded industrial area.

The City Council may adopt amendments to the zoning ordinance and zoning map in relation both to land uses within a particular district or to the location of a district line. Such amendments shall

not be issued indiscriminately, but shall only be used as a means to reflect changes in the goals and policies of the City as reflected in the Comprehensive Plan or changes in conditions in the City.

Kinds of Amendments:

- A. A change in a district's boundary (rezoning).
- B. A change in a district's regulations; and
- C. A change in any other provision of this ordinance.

Recommendation

Staff recommends approval of the Comprehensive Plan amendment and associated rezoning to re-guide and rezone the following described properties from RL-90 Single Family Residential to I-1 Light Industrial:

See Attachment A and associated maps.

With the following findings supporting the Comprehensive Plan amendment:

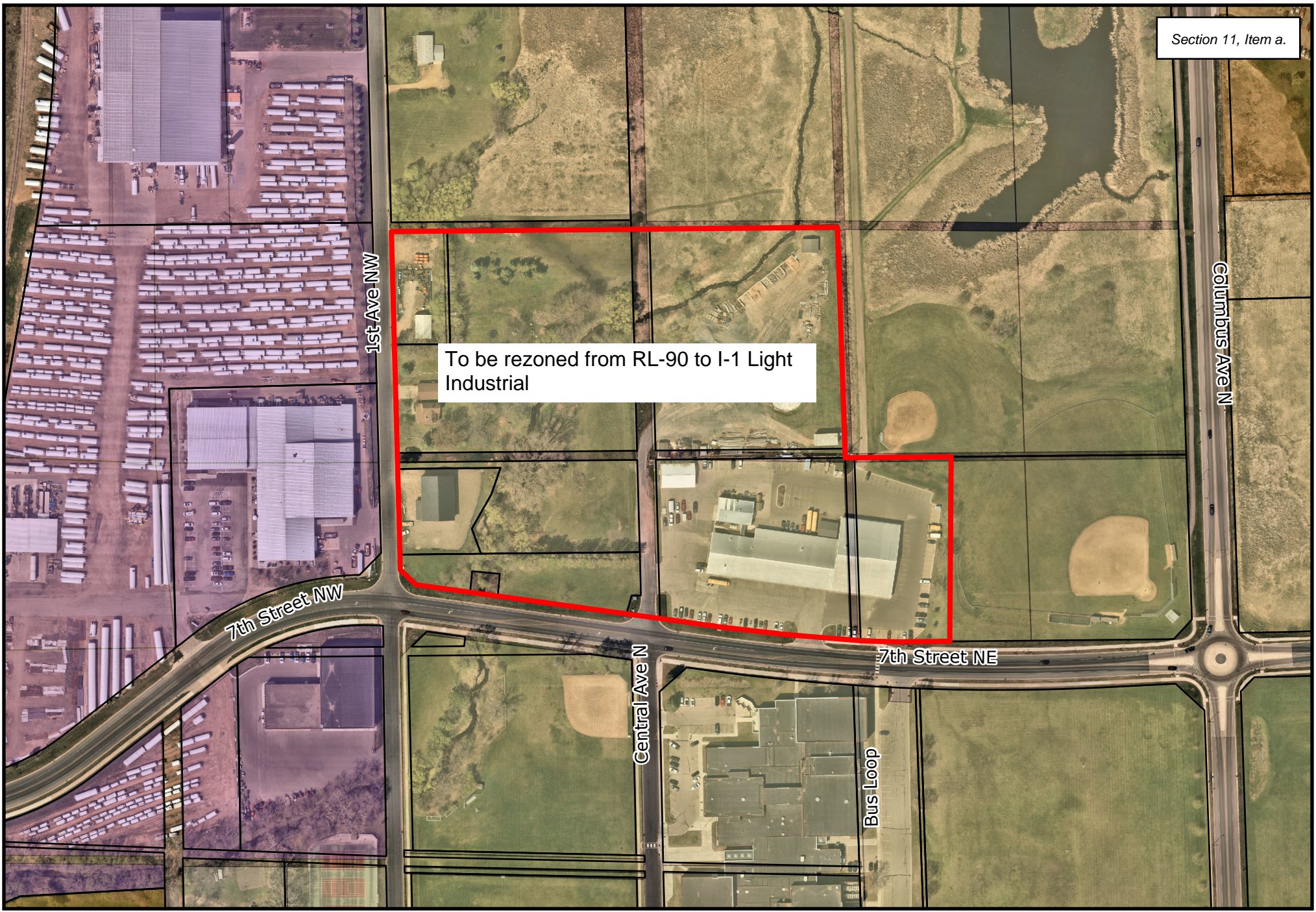
- 1. Portions of the land are currently being utilized as industrial, and the amendment will make the subject area’s zoning continuous with the large northwestern industrial zoning district as well as making more of the existing uses conforming.
- 2. Amending the future land use plan will not create a nuisance in the surrounding RL-90 Residential Zoning District, even though residential is generally seen as non-compatible with Light Industrial uses, because of the large greenspace and floodplain buffer that exists east and north of the land.

and with the following findings supporting the rezoning request:

- 1. Rezoning the land described to I1 Light Industrial will make the industrial uses conforming, while creating only one single legal non-conforming residential home.
- 2. Rezoning the land described to I1 Light Industrial Zoning will conform to the City’s Comprehensive Plan.

Attachments

- 1. Site map with proposed rezoning – 03/06/2026
- 2. Site map with FEMA flood zones – 03/06/2026
- 3. Zoomed out site map – 03/06/2026
- 4. Future Land Use Map – 02/03/2025
- 5. New Prague Outlots Plat – 1884
- A. Legal descriptions of the property.

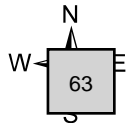
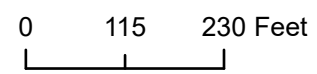


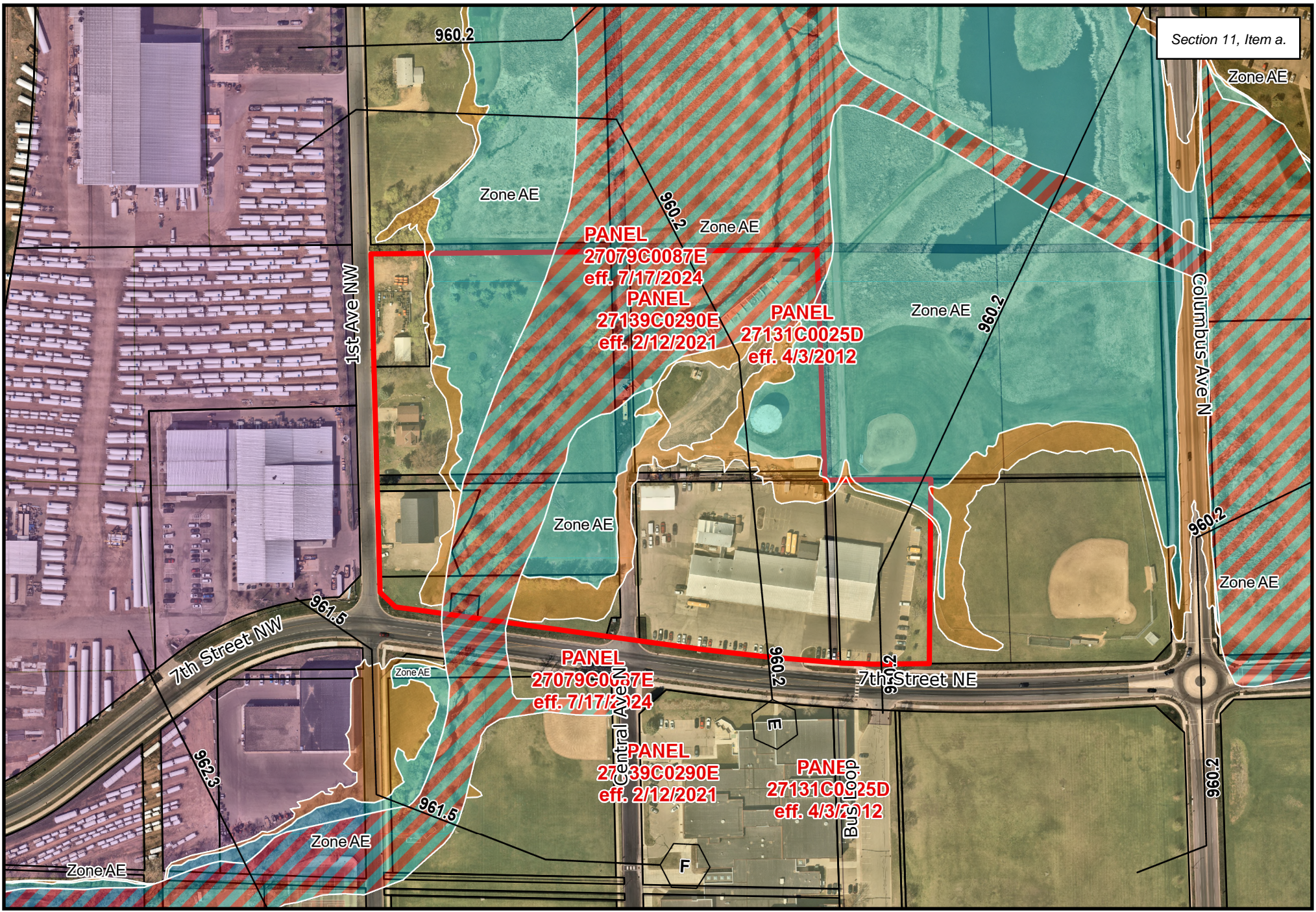
To be rezoned from RL-90 to I-1 Light Industrial



City of New Prague Proposed Rezoning and Reguiding Area from RL-90 to I-1

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 Statues 366.03 Subdivision 21. Map created March 2026.

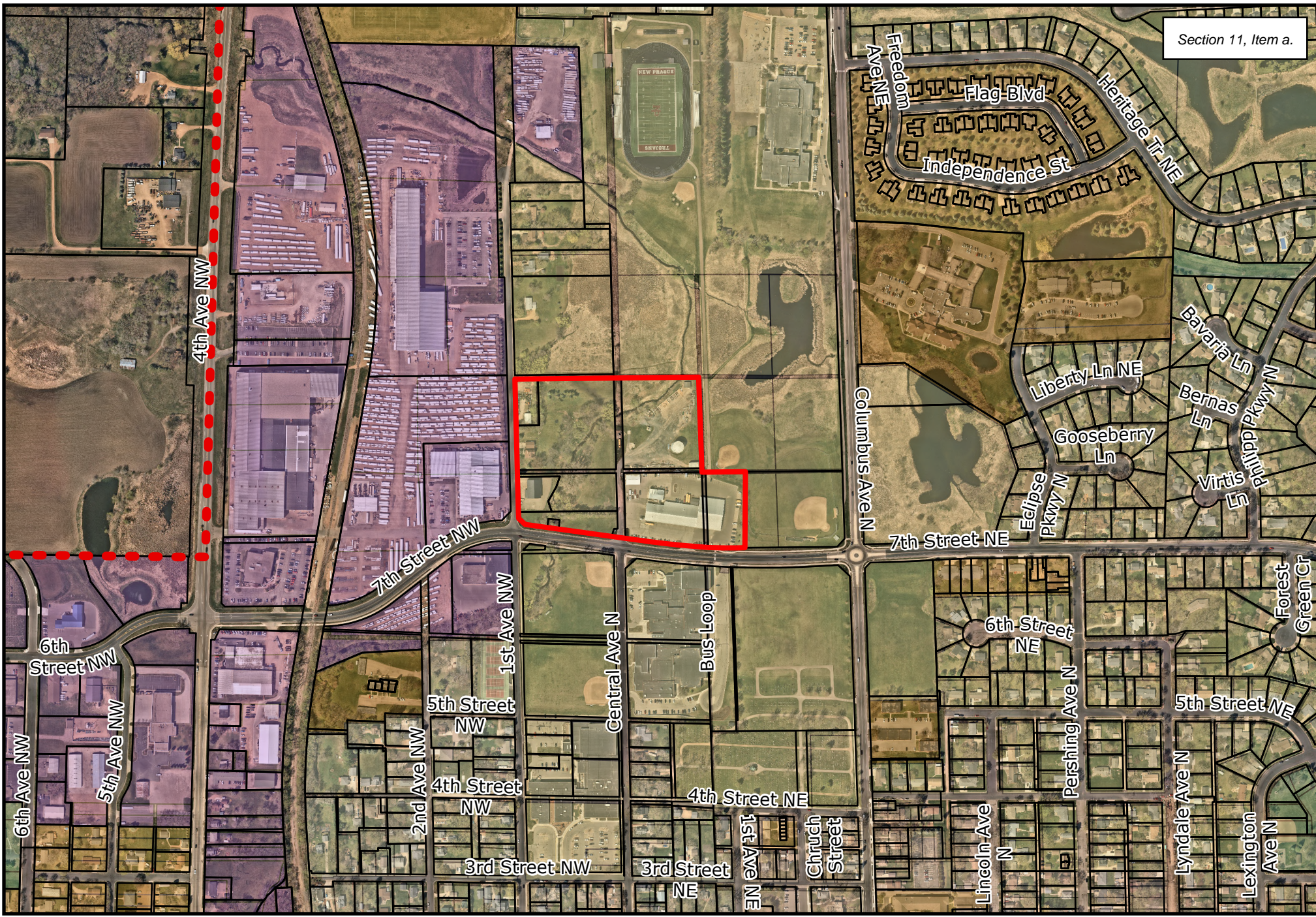




City of New Prague
 Proposed Rezoning and Reguinding
 Area from RL-90 to I-1

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 366.03 Subdivision 21. Map created March 2026.





City of New Prague
Proposed Rezoning and Reguiding
Area from RL-90 to I-1

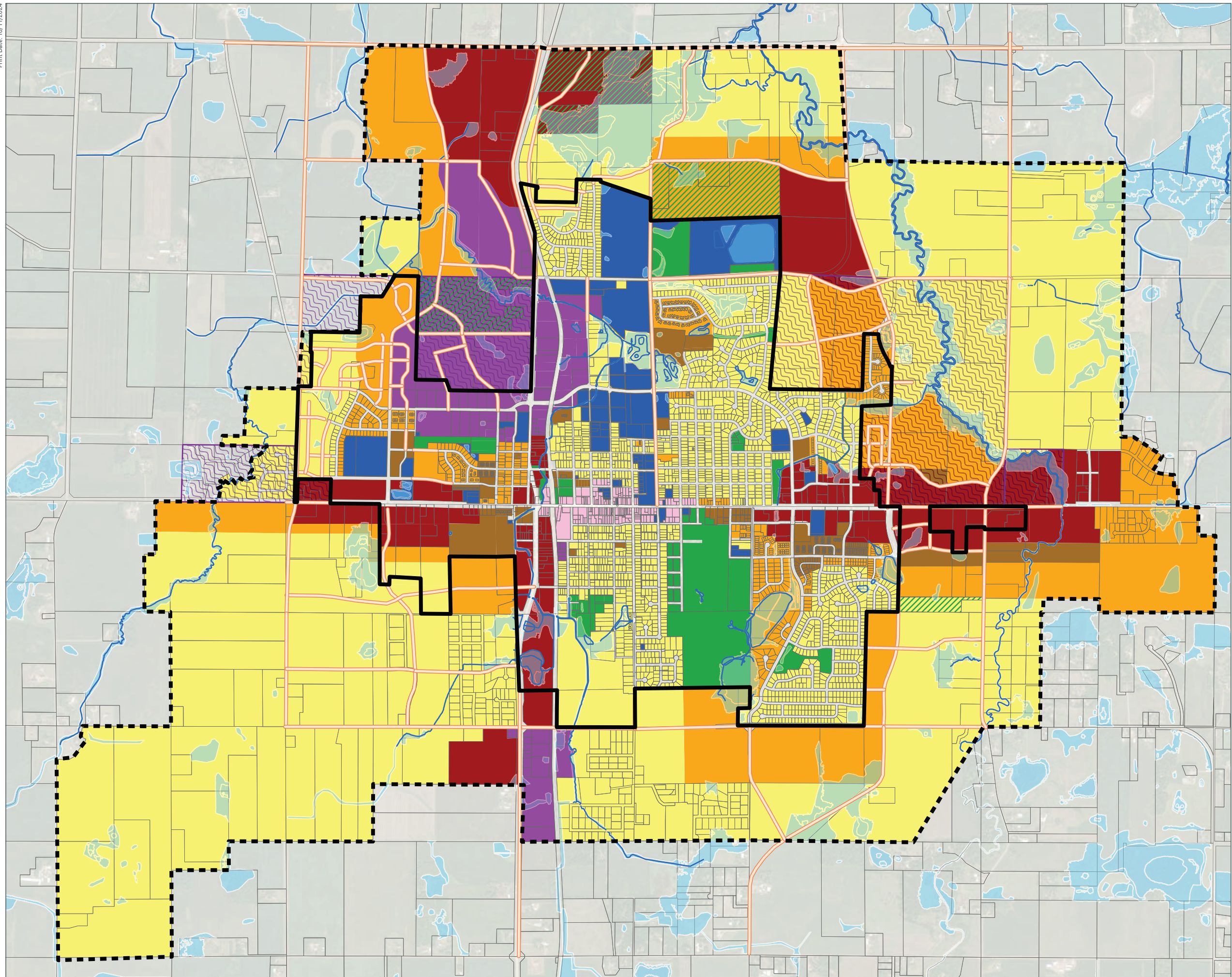
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FUTURE LAND USE

CITY OF NEW PRAGUE COMPREHENSIVE PLAN UPDATE

CITY OF NEW PRAGUE SCOTT/LE SUEUR COUNTY, MINNESOTA



- Future Land Use Categories
- Single Family Res
 - Medium Density Res
 - High Density Res
 - Downtown Flex
 - Business Flex
 - Industrial
 - Public
 - Parks and Green Space
 - Proposed Parks
 - Future Road Corridors
 - Wetlands
 - Surface Water
 - Helena Township OAA
 - New Prague City Limits
 - 2040 Comprehensive Plan Boundary
 - New Prague Parcels

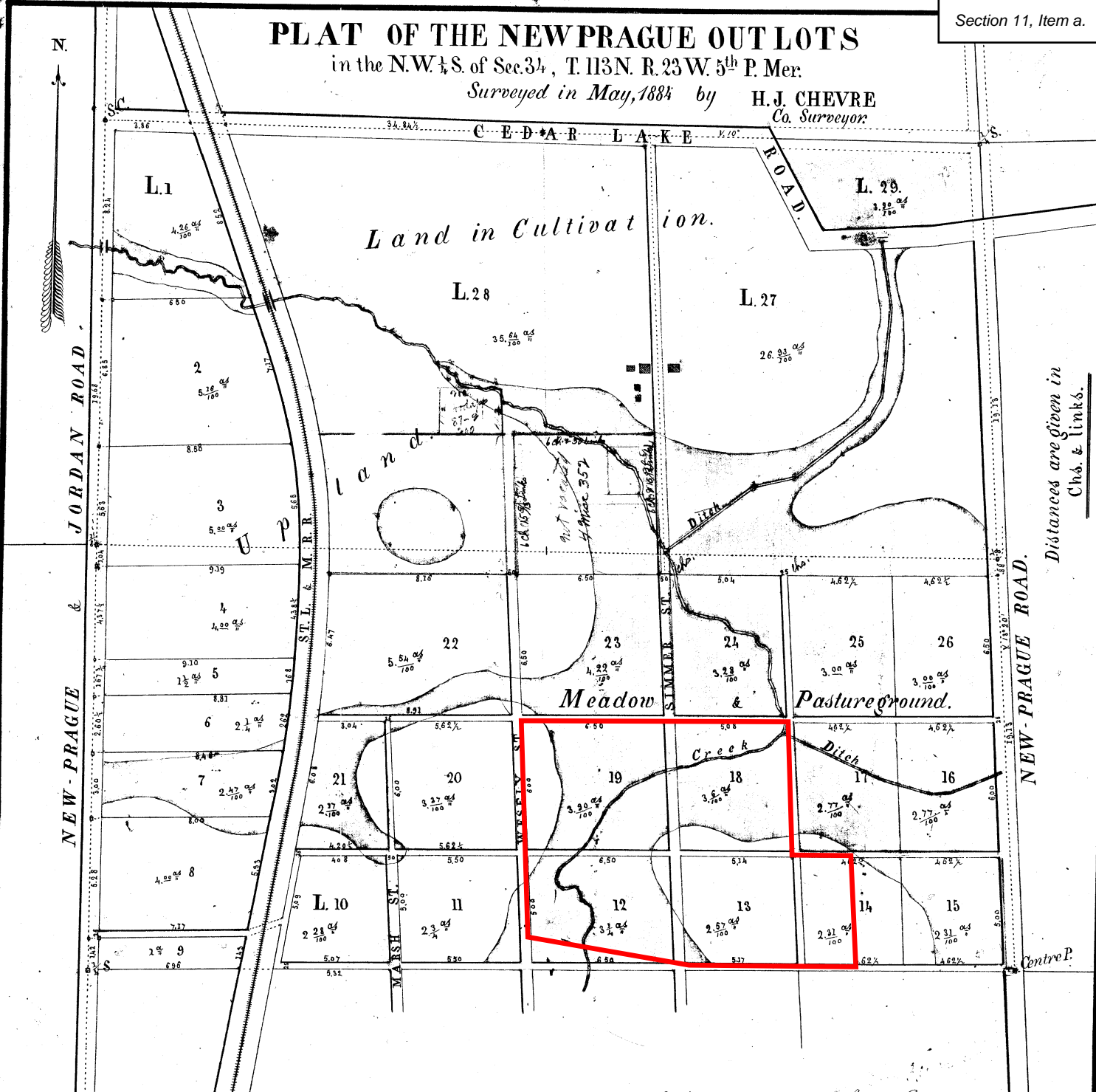
Data Sources:

Scott County, Le Sueur County, City of New Prague, FEMA

PLAT OF THE NEWPRAGUE OUT LOTS

in the N.W. 1/4 S. of Sec. 34, T. 113 N. R. 23 W. 5th P. Mer.

Surveyed in May, 1884 by H. J. CHEVRE
Co. Surveyor



Distances are given in
Chs. & links.

We, H. J. Chevre Surveyor and Anton Philipp Proprietor 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, situate in the County of Scott and State of Minnesota and consisting of the whole of the Smith tract quarter (171/4) 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 width and bounds of each lot, that the width of the streets are as designated in said plat. And I the said Proprietor do hereby dedicate to the public use all the streets mentioned and indicated in above map.

In testimony whereof on the said survey and proprietor 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 me well known to the said persons described in and who acknowledged that they executed the same for the uses and purposes therein expressed.

Frank N. Hagar
Notary Public Minn.

State of Minnesota }
County of Scott } I hereby certify that the within plat was filed in this office for record with my day of June A.D. 1884 and the certificate recorded in Book of Plat's page 30.

L. Hilgerson Reg. & Deeds

Attachment A

Legal property definitions for the proposed rezoning and Comprehensive Plan amendment for properties along 1st Ave NW, as proposed by Paddy O’Properties and the City of New Prague. 03/11/2026

Parcel 1. Northwestern most house

PID 24.016.0130

All that part of Lot Nineteen (19) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One hundred thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the recorded plat thereof, described as follows, to-wit:

Beginning at the Northwest corner of said Lot Nineteen (19), thence running South One hundred two (102) feet; thence running East one hundred (100) feet; thence running North One hundred two (102) feet; thence running West One hundred feet (100) to the point of beginning;

AND

Beginning at a point on the west line of said Lot Nineteen (19) which point is one hundred two (102) feet south of the northwest corner of said Lot Nineteen (19), and running thence east a distance of one hundred (100) feet, running thence south a distance of one hundred (100) feet, running thence west a distance of one hundred (100) feet to the west line of said Lot Nineteen (19), and running thence north along the west line of said Lot Nineteen (10) a distance of one hundred (100) feet to the point of beginning.

Parcel 2. Large western parcel

PID 24.016.0092

Lot Nineteen (19) and the north half of Lot Twelve (12) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One Hundred Thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Scott County, Minnesota, EXCEPTING therefrom the following described parcel:

That part of the North Half of Lot 12, NEW PRAGUE OUTLOTS, City of New Prague, Scott County, Minnesota, described as follows: Commencing at the Northwest Corner of said Lot 12; thence South 01 degrees 30 minutes 43 seconds East (bearings based on the Scott

County Coordinate System NAD83, 1996 Adjustment) on the west line of said Lot 12, a distance of 11.95 feet to the point of beginning; thence continuing South 01 degrees 30 minutes 43 seconds East of said west line of said Lot 12, a distance of 153.05 feet to the Southwest Corner of the North Half of said Lot 12; thence North 89 degrees 26 minutes 13 seconds East on the South line of said North Half of Lot 12, a distance of 145.05 feet; thence North 20 degrees 11 minutes 52 seconds West, a distance of 47.73 feet; thence North 29 degrees 49 minutes 43 seconds East, a distance of 70.50 feet; thence North 19 degrees 02 minutes 31 seconds East, a distance of 49.98 feet; thence South 89 degrees 28 minutes 12 seconds West, a distance of 184.02 feet to the point of beginning;

And also EXCEPTING: Beginning at the northwest corner of Lot Nineteen (19) of New Prague Outlots Scott County, Minnesota, in Section 34, Township 113 North, Range 23 West. Thence running South One hundred two (102) feet; thence running East One hundred (100) feet; thence running North One hundred two (102) feet; thence running West One hundred feet (100) to the point of beginning

AND

All that part of Lot Nineteen (10) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One hundred thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said Scott County, Minnesota, described as follows, to-wit:

Beginning at a point on the west line of said Lot Nineteen (19) which point is one hundred two (102) feet south of the northwest corner of said Lot Nineteen (19), and running thence east a distance of one hundred (100) feet, running thence south a distance of one hundred (100) feet, running thence west a distance of one hundred (100) feet to the west line of said Lot Nineteen (19), and running thence north along the west line of said Lot Nineteen (19) a distance of one hundred (100) feet to the point of beginning.

**Parcel 3. Southwest angular-shaped parcel
PID 24.016.0091**

That part of the North Half of Lot 12, NEW PRAGUE OUTLOTS, City of New Prague, Scott County, Minnesota, described as follows: Commencing at the Northwest Corner of said Lot 12; thence South 01 degrees 30 minutes 43 seconds East (bearings based on Scott County Coordinate System NAD83, 1996 Adjustment) on the west line of said Lot 12, a distance of 11.95 feet to the point of beginning; thence continuing South 01 degrees 30 minutes 43 seconds East on said west line of said Lot 12; thence North 89 degrees 26 minutes 13 seconds East on the South line of said North Half of Lot 12, a distance of 145.05 feet;

thence North 20 degrees 11 minutes 52 seconds West, a distance of 47.73 feet; thence North 29 degrees 49 minutes 43 seconds East, a distance of 70.59 feet; thence North 19 degrees 02 minutes 31 seconds East, a distance of 49.98 feet; thence South 89 degrees 28 minutes 12 seconds west, a distance of 184.02 feet to the point of beginning.

**Parcel 4. Southwestern most parcel
PID 24.016.0080**

The portion of Lot 12, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota, that lies North of the Right Of Way of 7th Street Northwest.

**Parcel 5. Storage (City)
PID 24.016.0120**

Lot 18, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota.

**Parcel 6. Bus garage (School)
PID 24.016.0100**

That part of Lot 13, PLAT OF NEW PRAGUE OUTOTS, according to the recorded plat thereof, Scott County, Minnesota described as beginning at the northwest corner of said Lot 13, thence on an assumed bearing of North 89 degrees 26 minutes 07 seconds East, along the north line of said Lot 13, a distance of 220.00 feet; thence South 00 degrees 33 minutes 53 seconds a distance of 129.72 feet; thence South 58 degrees 03 minutes 05 seconds west a distance of 216.80 feet to the west line of said Lot 13; thence North 1 degree 56 minutes 55 seconds West, along said west line of Lot 13, a distance of 135.00 feet to the point of beginning.

**Parcel 7. East bus garage parcel (School)
PID 24.016.0110**

The West half of Lot 14, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota.

RESOLUTION NO. #CC-26-04-06-02

RESOLUTION APPROVING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE PLAN MAP TO RE-GUIDE PROPERTIES TO THE I1 LIGHT INDUSTRIAL ZONING DISTRICT, NEW PRAGUE, MINNESOTA

WHEREAS, Paddy O’Properties, owner of the following real estate in the County of Scott to wit:

- 901 1st Ave NW, New Prague, Minnesota
- 903 1st Ave NW, New Prague, Minnesota

is requesting an amendment, in conjunction with the City of New Prague, to the City’s Comprehensive Plan Future Land Use Plan Map to re-guide the following properties as described below:

**Parcel 1. Northwestern most house (Paddy O’Properties)
PID 24.016.0130**

All that part of Lot Nineteen (19) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One hundred thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the recorded plat thereof, described as follows, to-wit:

Beginning at the Northwest corner of said Lot Nineteen (19), thence running South One hundred two (102) feet; thence running East one hundred (100) feet; thence running North One hundred two (102) feet; thence running West One hundred feet (100) to the point of beginning;

AND

Beginning at a point on the west line of said Lot Nineteen (19) which point is one hundred two (102) feet south of the northwest corner of said Lot Nineteen (19), and running thence east a distance of one hundred (100) feet, running thence south a distance of one hundred (100) feet, running thence west a distance of one hundred (100) feet to the west line of said Lot Nineteen (19), and running thence north along the west line of said Lot Nineteen (10) a distance of one hundred (100) feet to the point of beginning.

**Parcel 2. Large western parcel (Paddy O’Properties)
PID 24.016.0092**

Lot Nineteen (19) and the north half of Lot Twelve (12) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One Hundred Thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Scott County, Minnesota,

EXCEPTING therefrom the following described parcel:

That part of the North Half of Lot 12, NEW PRAGUE OUTLOTS, City of New Prague, Scott County, Minnesota, described as follows: Commencing at the Northwest Corner of said Lot 12; thence South 01 degrees 30 minutes 43 seconds East (bearings based on the Scott County Coordinate System NAD83, 1996 Adjustment) on the west line of said Lot 12, a distance of 11.95 feet to the point of beginning; thence continuing South 01 degrees 30 minutes 43 seconds East of said west line of said Lot 12, a distance of 153.05 feet to the Southwest Corner of the North Half of said Lot 12; thence North 89 degrees 26 minutes 13 seconds East on the South line of said North Half of Lot 12, a distance of 145.05 feet; thence North 20 degrees 11 minutes 52 seconds West, a distance of 47.73 feet; thence North 29 degrees 49 minutes 43 seconds East, a distance of 70.50 feet; thence North 19 degrees 02 minutes 31 seconds East, a distance of 49.98 feet; thence South 89 degrees 28 minutes 12 seconds West, a distance of 184.02 feet to the point of beginning;

And also EXCEPTING: Beginning at the northwest corner of Lot Nineteen (19) of New Prague Outlots Scott County, Minnesota, in Section 34, Township 113 North, Range 23 West. Thence running South One hundred two (102) feet; thence running East One hundred (100) feet; thence running North One hundred two (102) feet; thence running West One hundred feet (100) to the point of beginning

AND

All that part of Lot Nineteen (10) of New Prague Outlots, situated in the Northwest Quarter (NW1/4) of Section Thirty-four (34), Township One hundred thirteen (113) North, Range Twenty-three (23) West, Scott County, Minnesota, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for said Scott County, Minnesota, described as follows, to-wit:

Beginning at a point on the west line of said Lot Nineteen (19) which point is one hundred two (102) feet south of the northwest corner of said Lot Nineteen (19), and running thence east a distance of one hundred (100) feet, running thence south a distance of one hundred (100) feet, running thence west a distance of one hundred (100) feet to the west line of said Lot Nineteen (19), and running thence north along the west line of said Lot Nineteen (19) a distance of one hundred (100) feet to the point of beginning.

Parcel 3. Storage (City)

PID 24.016.0120

Lot 18, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota.

Parcel 4. Bus garage (School)

PID 24.016.0100

That part of Lot 13, PLAT OF NEW PRAGUE OUTLOTS, according to the recorded plat thereof, Scott County, Minnesota described as beginning at the northwest corner of said Lot 13, thence on an assumed bearing of North 89 degrees 26 minutes 07 seconds East, along the north line of said Lot 13, a distance of 220.00 feet; thence South 00 degrees 33 minutes 53 seconds a distance of 129.72 feet; thence South 58 degrees 03 minutes 05 seconds west a distance of 216.80 feet to the west line of said Lot 13; thence North 1 degree 56 minutes 55 seconds West, along said west line of Lot 13, a distance of 135.00 feet to the point of beginning.

Parcel 5. East bus garage parcel (School)

PID 24.016.0110

The West half of Lot 14, NEW PRAGUE OUTLOTS, according to the plat thereof, Scott County, Minnesota.

instead of the Comprehensive Plan’s currently designated zoning districts, New Prague, Minnesota; and,

WHEREAS, pursuant to Minnesota Statute 462.355, Subd. 2; the New Prague Planning Commission may recommend to the City Council the amendment from time to time of the comprehensive plan; and,

WHEREAS, before adopting the comprehensive plan amendment the planning agency shall hold at least one public hearing thereon; and,

WHEREAS, the New Prague Planning Commission has completed a review of the application and made a report pertaining to said request for amending the City’s Comprehensive Plan Land Use Plan Map. A copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 25th day of March, 2026, following proper notice, held a public hearing regarding the request, and following due consideration of presented testimony and information, voted 3-0 to forward the matter to the City Council with a recommendation for approval; and,

WHEREAS, the New Prague City Council finds:

1. Portions of the land are currently being utilized as industrial, and the amendment will make the subject area’s zoning continuous with the large northwestern industrial zoning district as well as make the existing uses conforming.
2. Amending the future land use plan will not create a nuisance in the surrounding RL-90 Residential Zoning District, even though residential is generally seen as non-compatible with Light Industrial uses, because of the large greenspace and floodplain buffer that exists east and north of the land.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the amendment to the City’s Comprehensive Plan Future Land Use Plan Map to re-guide the described properties to the I1 Light Industrial Zoning District is hereby **approved**.

This Comprehensive Plan Future Land Use Map amendment shall become effective immediately.

Passed this 6th day of April, 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



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: EVAN C. GARIEPY, PLANNER
SUBJECT: MESSAGE THERAPIST LICENSING INFORMATION
DATE: MARCH 23RD, 2026

Background

At the January 6th, 2026 City Council meeting, the Council requested that City Staff conduct research into massage therapy licensing.

The City of New Prague does not currently provide or mandate massage therapy licensing. The State of Minnesota does not provide or mandate massage therapy licensing. Minnesota is only one of five states in the Country that does not regulate massage therapists.

Within Scott County, every city mandates a massage therapy license, with the exceptions of Elko New Market and Credit River. Within Le Sueur County, none of the cities require massage licenses. St. Paul requires massage licenses, Minneapolis and Mankato do not.

Notably, in early 2025, 4 U Massage in New Prague was shut down due to allegedly facilitating prostitution. The owner pled guilty and received a felony charge for receiving profits from prostitution.

Detective Cadie Spicer with the New Prague Police Department stated that having unlicensed massage therapists often perpetuates sex trafficking. Victims are moved from one location to another, specifically set up within cities that do not require licensing. This is what happened in New Prague with 4 U Massage, and Spicer stated that she also saw it while working in Faribault and Northfield.

However, licensing therapists does not eliminate issues entirely. The City of Eagan requires massage therapist licenses, and in April 2025, charged a massage therapist with no prior criminal history on four sexual assault charges. Woodbury had a similar incident in 2023. Even though it is not foolproof, licensing can still prevent people with sexual assault charges from working as massage therapists and to help reduce the amount of sex trafficking victims who are forced to work in the field.

The American Massage Therapy Association (AMTA), the self-proclaimed largest association serving massage therapists, is in support of a state-wide licensing of massage therapists.

Potential State Massage Licensing

A bill has been introduced to the State Senate (SF 1131) and the House of Representatives (HF 362) called the “Minnesota Massage Therapy and Asian Bodywork Therapy Act.” This proposed bill would implement a statewide licensing program.

This proposed bill would require professionals to have educational experience and to carry insurance, with mandatory continued education and registration renewal every two years, in addition to a criminal background check. The bill would also create a singular body, a Massage Therapy Advisory Council, that reports of misconduct could be submitted to. A Commissioner would review all applications for licensing.

If the bill is to pass, the State massage licensure would “preempt the licensure and regulation of massage therapists or Asian bodywork therapists by a municipality, including, without limitation, conducting a criminal background investigation and examination of a massage therapist or Asian bodywork therapist, or applicant for a municipality’s credential to practice massage therapy or Asian bodywork therapy.” (Sec. 16 Subd. 1) Municipalities also may require background checks for owners of massage therapy businesses who are not registered as massage therapists themselves.

As proposed on March 13th, if passed, the bill would become effective on July 1st, 2028. The bill was passed from the Health and Human Services Committee to the Judiciary and Public Safety Committee of the State Senate for review, which has not yet been put on their schedule as of March 23rd. The Minnesota House of Representatives has referred the bill to the Health Finance and Policy Committee, and it is also not yet on their schedule for review.

The most recent version of the bill can be seen here:
<https://www.revisor.mn.gov/bills/94/2025/0/SF/1131/versions/latest/>

Massage Education

As a requirement of licensing in most municipalities, proof of education is required. Massage schools that are accredited through the Commission on Massage Therapy Accreditation (COMTA) generally teach a comprehensive program, including anatomy, physiology, hygiene, ethics, theory, and involve physically practicing the work. This may culminate in a diploma or certificate.

Massage therapists may also be board certified on a national level by the National Certification Board for Therapeutic Massage and Bodywork (NCBTMB). In the states that require state-level licensing, you cannot be certified by NCBTMB without a state license. Becoming certified also requires an exam and a criminal background check. Some municipalities allow being board certified by NCBTMB as an alternative credential to an accredited diploma or certificate, as this requires either a diploma/certificate from an accredited school or portfolio review by the NCBTMB.

Without licensing requirements, people may operate as massage therapists without any training. This may result in unqualified practitioners, unhygienic workspaces, and a greater risk of injury to

clients. People with a violent or sexual criminal record may also practice as massage therapists without any oversight. Unlicensed massage therapists may also not carry insurance.

The City of Prior Lake

Under its City Ordinance Chapter 4 Article IV, the City of Prior Lake states that regulating massage therapists is necessary because the “experience from other cities demonstrates that commercial enterprises such as therapeutic massage, conducted in private by a member of the same or opposite sex who has not had any specialized training, are susceptible to operate in a manner contravening, subverting, or endangering the morals of the community, thus requiring licensing and regulation.”

The City of Savage

In Chapter 114 of its City Ordinance, the City of Savage states that “massage services provided by persons with no specialized and standardized training in massage can endanger citizens by facilitating the spread of communicable diseases, by exposing citizens to unhealthy and unsanitary conditions, and by increasing the risk of personal injury.”

The City of Shakopee

Chapter 116 of the City of Shakopee’s City Ordinance states that “in order to prevent or protect against the existence of illicit massage establishments or operations in the city and to protect the public’s health, safety, and welfare, including the protection of the city’s legitimate massage therapists’ profession and reputation, the city deems it necessary to regulate therapeutic massage establishments and massage therapists through the licensing process.”

Shakopee also requires business licensing for massage therapy businesses, which includes a background check.

Licensing Requirements

Most cities in Scott County have very similar requirements for their licenses. From looking at Prior Lake, Savage, and Shakopee, all three require criminal background checks conducted by the City Police Department alongside a scan of a driver’s license or other identification.

Prior Lake and Savage require renewal of licenses, with criminal background checks being renewed annually. Shakopee does not require renewals. Initial fees range from \$100-400, and renewal fees range from \$25-200.

The following are requirements seen in multiple license applications:

- All necessary information for a police background check;
- All prior addresses from the past 5-10 years;
- If the applicant has been denied a massage therapist license;
- If the applicant has had a massage license revoked or suspended;
- If the applicant has been involved in past criminal activity;
- All prior places of employment from the past 5-10 years;
- Proof of insurance for professional liability, typically for \$1,000,000;
- Proof of employment by a licensed business (Savage);

- A diploma or certification of graduation from an accredited massage program OR proof of working for 2 years full-time as a licensed massage therapist OR proof of NCBTMB board certification.

In the City of Savage, an annual renewal forum asks for the following:

- If the applicant has been involved in criminal activity;
- If the applicant has been involved with a massage business license that has been revoked or suspended;
- Proof of employment by a licensed business; and
- Proof of insurance for professional liability.

Notably, the City of Farmington requires a public hearing for every application to City Council, following a 10-day public notice period. I was unable to find any other local cities with this requirement, though cities often have an appeal process that involves going to City Council.

Recommendation

Discuss the City’s potential role in massage therapy licensing.



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: RFP FOR PROGRAMMING AT POPS FACILITY
DATE: MARCH 25, 2026

As the City Council is aware, construction on the POPS facility is anticipated to be completed in the fall of 2026. The Park Board has had recent discussions regarding the operation and programming of the POPS facility and has drafted the attached Request for Proposals (RFP) for the POPS facility that seeks non-profit organizations that might be interested in submitting a proposal to provide programming at the facility, rather than just have the facility open for reservations on a first come, first serve basis similar to a picnic shelter or ballfield. The idea behind the issuance of an RFP is to maximize utilization of the facility and provide a more cohesive experience programming at least for the first year or two.

The RFP as recommended would require programming for 2027 and provide an option for 2028. Staff also reached out to the School District regarding interest in the facility and at this time they could not provide exact dates of utilization, but the RFP does acknowledge dates to be determined for programs they might wish to hold there. Additionally, dates for “community events” were blocked out from utilization as well as the previously agreed upon “Summer Concert Series” dates from the Forward New Prague Foundation which were provided for a 10-year period as part of the donation agreement for the facility. Finally, the RFP would require the non-profit to make the facility available for general public use for non-programmed event dates.

It is notable that the RFP would not provide for monetary compensation but would not prevent the non-profit from charging an entrance fee or provide vendors invited to events and programs.

The City Council will have the final review/approval of the selected non-profit which would be expected to occur at the June 1st City Council meeting.

Recommendation

City Staff and the Park Board recommend approval of the RFP for the Praha Outdoor Performance Stage Facility Programming.



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/programming 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, April 24th, 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 Forward New Prague 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 and religious organizations (of all types) 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)

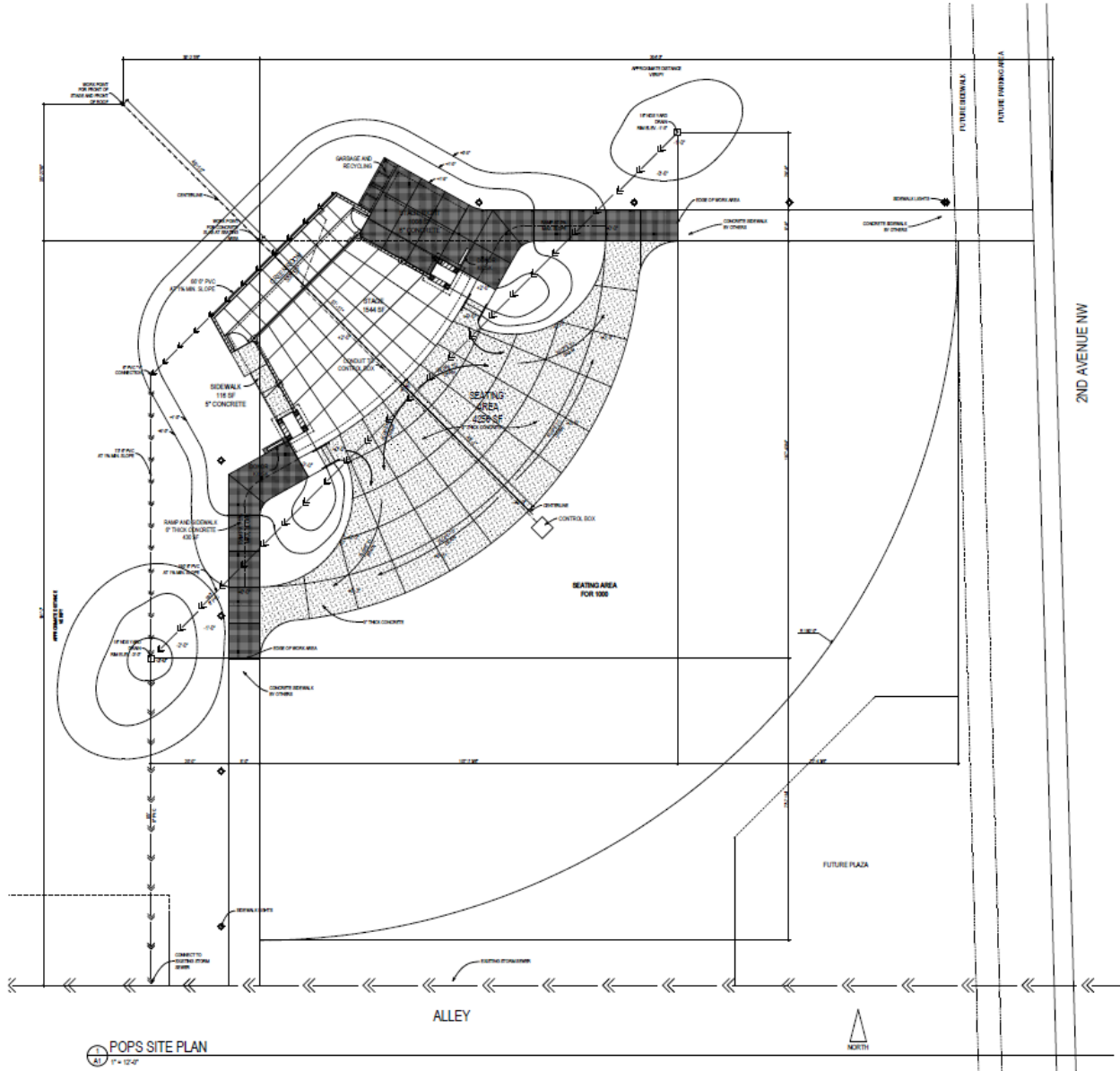
6. Clarity, conciseness, and organization of the proposal. (20 pts)

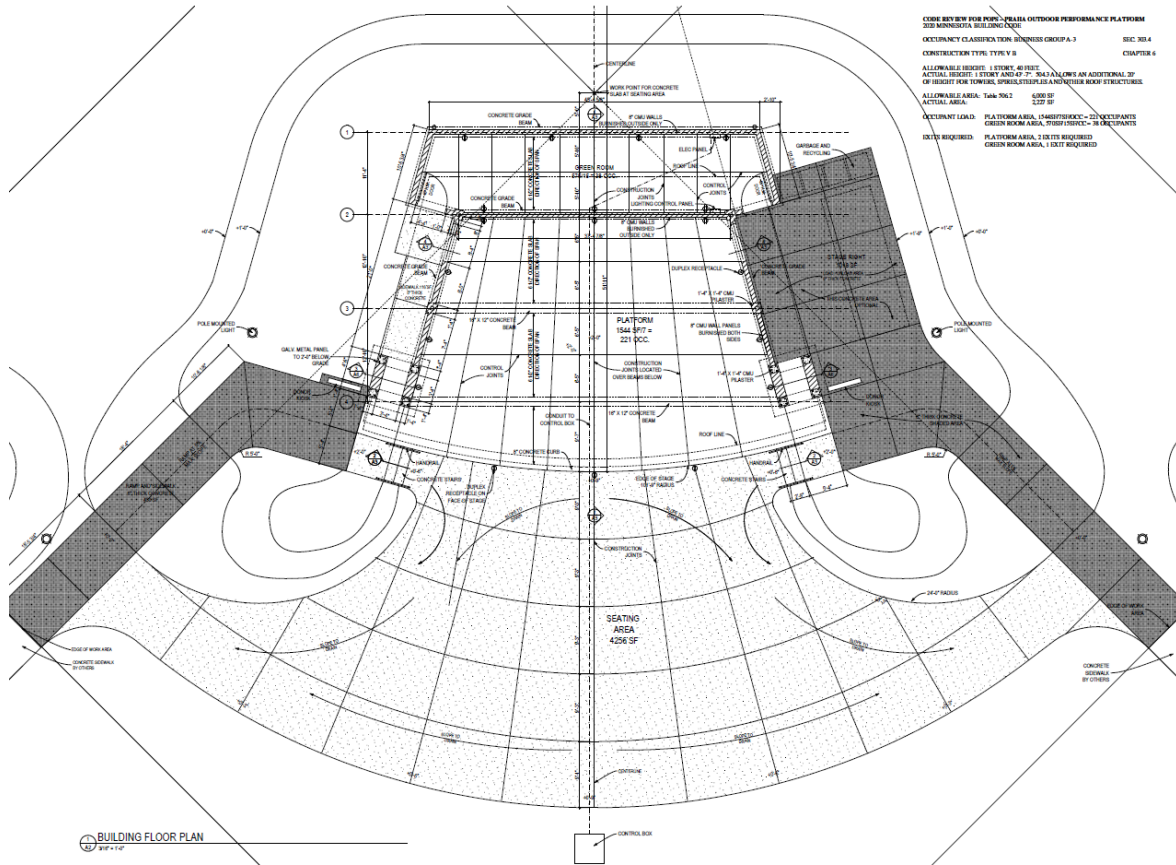
Contract Terms and Conditions

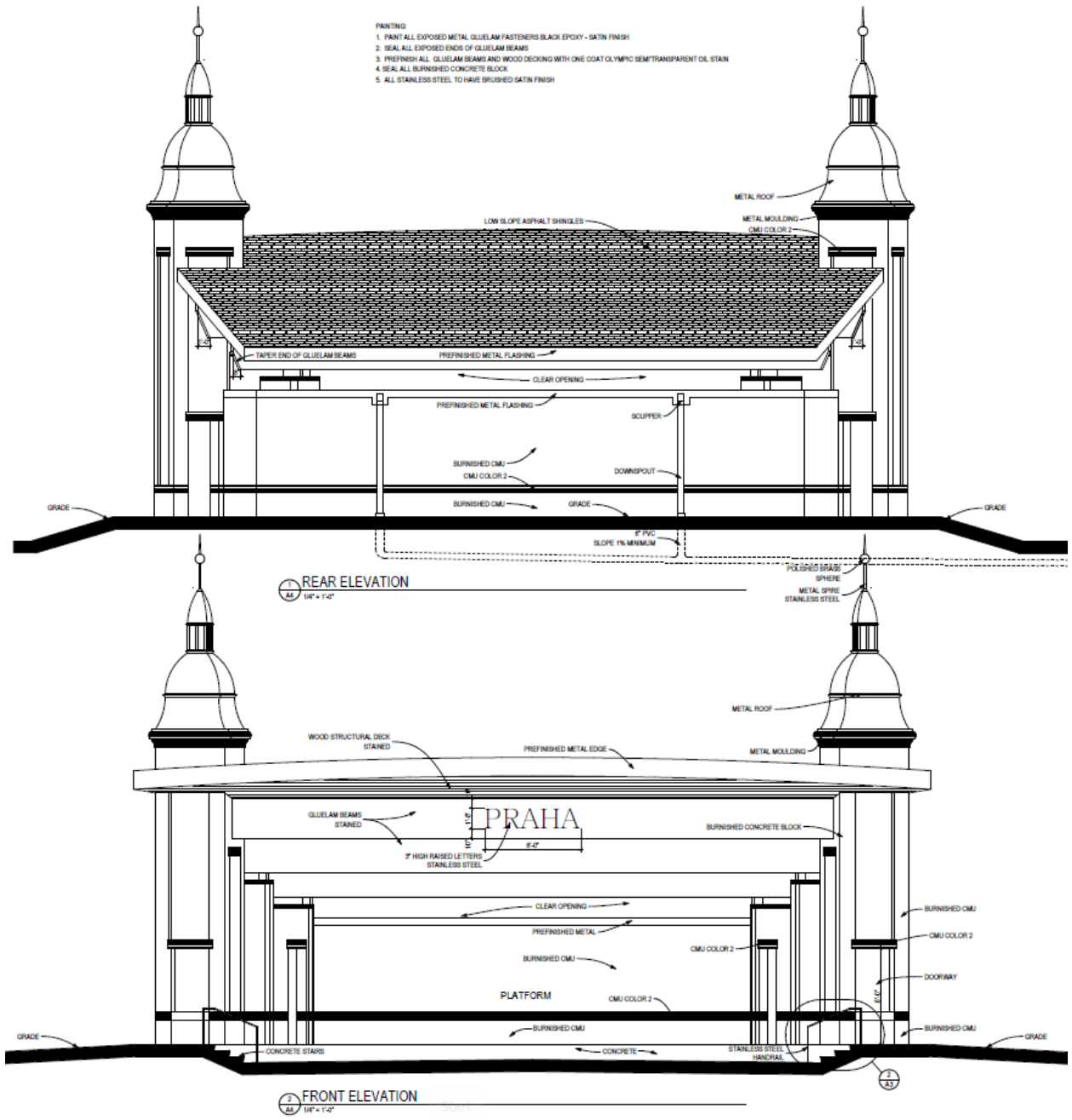
Upon selection of a non-profit organization, an Agreement or Contract for Services shall be entered into by the City and non-profit organization. It is expected that the contract will provide for the following conditions:

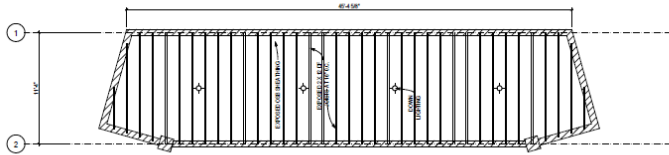
1. If, for any reason, the non-profit organization is unable to fulfill the obligations under the contract in a timely and proper manner, the city reserves the right to terminate the contract by written notice.
2. The non-profit organization shall not assign or transfer any interest in the contract without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

Plans and Schematics of the POPS Facility

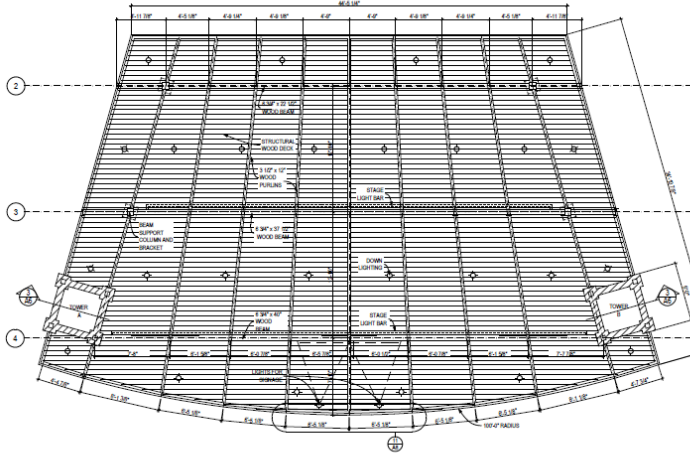




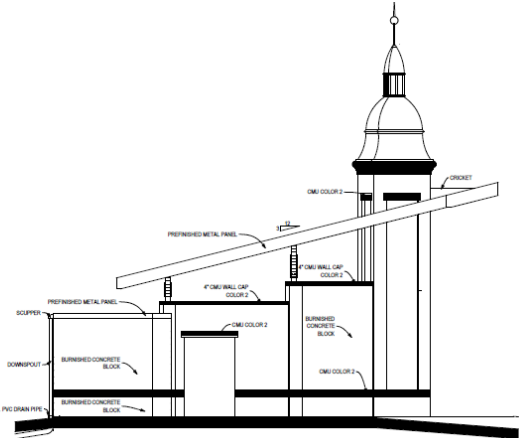




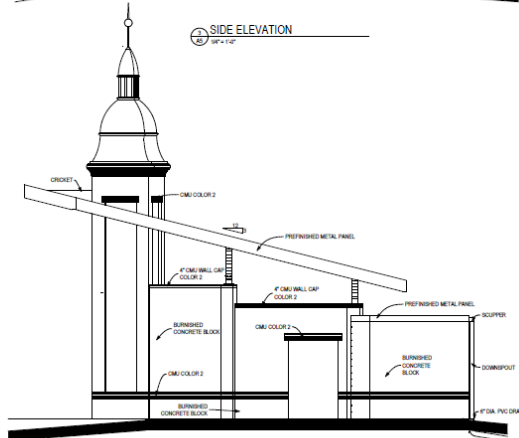
GREEN ROOM REFLECTED CEILING PLAN
1/8" = 1'-0"



PLATFORM REFLECTED CEILING PLAN
1/8" = 1'-0"



SIDE ELEVATION
1/8" = 1'-0"



SIDE ELEVATION
1/8" = 1'-0"



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: AMBULANCE SERVICES CONTRACT
DATE: MARCH 30, 2026

At the last City Council meeting, the City Council was not ready to approve a contract with North Memorial Ambulance service based on the potential lease agreement with the ambulance space in the Public Safety Center. The discussion brought up by some on the Council was that with a new facility, the City may want to consider increasing the rent to help pay for the space. This was counter to the request by North Memorial who asked for use of the space without paying rent to help offset the losses that North Memorial was showing in their quarterly reports to the City to operate the ambulance service. The City Council did ask that I reach out to both Faribault and Waseca, who also use North Memorial for the ambulance service, to inquire how they provide space for ambulance services.

I did reach out to Faribault and Waseca. I also reached out to the cities in Scott County, Le Sueur County, and to Lonsdale to gauge how cities around New Prague handle ambulance services in their cities. A summary of that information is as follows:

North Memorial Services

- Faribault: North Memorial has a private lease for their use of space in Faribault. City is not involved.
- Waseca: North Memorial built their own facility in 1997. City is not involved.

Surrounding Cities

- Shakopee: Recently terminated their lease agreement with their ambulance due to lack of space. Previously, had allowed use of facilities in exchange for medical direction and training. Going forward, the ambulance service will be allowed to use facilities free of charge but will need to park in the parking lot.
- Savage: Does not provide space for an ambulance.
- Prior Lake: Provide space for an ambulance for \$1,787/month in their Fire Station #2.
- Jordan: Does not have an ambulance stationed in Jordan. When there was an ambulance, space was provided free of charge.
- Elko New Market: Provides space for an ambulance free of charge.
- Belle Plaine: Provides space for an ambulance free of charge.
- Montgomery: Operates their own ambulance service.
- Le Sueur: Provides space for an ambulance free of charge.
- Lonsdale: Provides space for an ambulance free of charge.
- Le Center: Operates their own ambulance service.

Looking at the surrounding cities, Prior Lake is the only other City, in addition to New Prague, that house an ambulance. For the other cities, either they do not have a contract with an ambulance provider to use City space or they allow the ambulance service free use of City space. This general arrangement aligns with the request that North Memorial is making for the upcoming contract with New Prague. While a small amount, being able to use the space without paying rent allows the ambulance to make the numbers work a little better so that it is able to keep operating in the community.

While providing use of space without charging rent would be a change for New Prague, it would be partnering with North Memorial to continue providing exceptional response times to the New Prague service area while staff continues working with the City Attorney's Office to work on the future of how to best service the entire New Prague Ambulance Service Area.

Speaking with North Memorial, representatives said that they would be open to paying a portion of the utilities. That exact amount was not discussed, and because of the new building, we are not yet able to determine an amount that would be used. The expiring contract calls for North Memorial to contribute up to \$5,000 per year for electric, gas, water, and sewer charges. This feels like a fair place to begin discussions, since the number of bays they'll be using is being reduced from three to two and the overall square footage available to them is being reduced from 4,012 SF to about 3,529 SF, which is a combination of private space and shared space in the new facility.

The other change from last meeting is that I heard that Council seemed more comfortable with a five-year agreement than a ten-year agreement. North Memorial has indicated that either a five- or ten-year agreement is agreeable to them.

Recommendation

Staff recommends approving a five-year services contract with North Memorial and approving a five-year lease agreement for use of a portion of the Public Safety Center, for \$1/year and contributing up to \$5,000/year towards utilities.

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made this 1st day of May 202~~63~~, by and between the City of New Prague for its Ambulance service, (hereinafter "City"), and North Memorial Health Care, (hereinafter "NMHC");

WHEREAS, City is responsible for providing ambulance service in the New Prague area pursuant to licenses issued by the State of Minnesota and has been contracting with NMHC to provide ambulance services; and

WHEREAS, NMHC is a non-profit corporation organized under the laws of the State of Minnesota to provide hospital services and related health care services to patients;

WHEREAS, NMHC operates a division known as North Memorial Ambulance, which supplies ambulance services in areas of Minnesota and Wisconsin; and

WHEREAS, City has determined it is in the best interests of the public to contract with NMHC to deliver ambulance services to those within City service area; and

WHEREAS, a primary purpose of this agreement is to provide high quality ambulance service to the community while maintaining the option for the City to retain ownership of the ambulance license.

NOW, THEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

- 1) Operation of Ambulance Service. NMHC shall operate an ambulance service in the City of New Prague and the surrounding area as depicted on the attached Exhibit A incorporated herein by reference (hereinafter "Service Area") identified in license #0174 BLS and #2018 ALS (Part-Time Advanced) issued by the Emergency Medical Service Regulatory Board of the State of Minnesota (hereinafter "EMSRB") to the City.
 - a. Level of Service. NMHC shall provide Advanced and Basic Life support ambulance services within the Service Area consistent with the requirements of Minnesota Statutes, section 144E.101, subdivision 6 and as authorized by the current licenses and any applicable variances.
 - b. Staffing. At all times NMHC shall ensure that it is satisfying the requirements of the current license as set forth in Minnesota Statutes, section 144E.101, subdivision 8 and such other law as may apply. The general staffing plan is as follows:
 - i. Current staffing consists of two 24-hour Advanced Life Support Ambulance crews (One Paramedic & One EMT):
 - 1. The first crew will be at the located within the City Limits of New Prague available for immediate deployment 24 hours per day.
 - 2. The second crew will be located within the City Limits of New Prague for immediate deployment 12 hours per day and on an on-call basis to back up the primary unit 12-hours per day.
- These hours may be modified by NMHC based on demand for service and changes in state and/or federal economic support for these services.

- c. Employment of Staff. NMHC shall be solely responsible for employing ambulance staff and all such staff shall be employees of NMHC, not the City. All ambulance staff shall hold and maintain the licenses and certifications required by the EMSRB for the level of service they are providing. The City shall not in any way be responsible toward the ambulance staff or any other person employed by NMHC.

- 2) Ambulances and Equipment. The parties acknowledge that effective on the date of the Original Contract dated January 19, 2010, the City sold and transferred to NMHC its ambulances and the other City ambulance related equipment (collectively referred to as the "Equipment") as set forth in the Original Contract. In the event this Agreement is terminated, or NMHC ceases to operate the ambulance service in the Service Area for any reason, the City shall have the option, within sixty (60) days of the last date of which NMHC shall provide ambulance services, to purchase the remaining Equipment and any replacement equipment from NMHC for an amount equal to the fair market value amount for such Equipment. To determine the fair market value amount of the Equipment, the parties agree to have the remaining Equipment and any replacement equipment appraised. NMHC will work in good faith with the City to ensure the transition does not impede the delivery of ambulance service to the Service Area.

- 3) Sharing of Operational Information. NMHC shall provide the City with operational information on a quarterly basis. The report will include:
 - a. Average response time for emergency 911 requests and interfacility transfer response time
 - b. Number of calls per hour of day
 - c. Breakdown of disposition of calls
 - d. Patient destination report for both 911 and interfacility runs
 - e. Payer mix information
 - f. Breakdown of level of crew service (i.e. ALS vs BLS))

- 4) Dispatch. NMHC is responsible to provide associated Dispatch support services during the duration of the agreement. This includes providing pre-arrival instructions provided the Primary Service Answering Point in Scott County transfers callers to NMHC Dispatch.

- 5) Sharing of Financial Information. NMHC shall provide the parties to this contract with a profit and loss statement on a semi-annual basis. The statement shall include all revenues and direct expenses associated with the provision of services in the Service Area as well as an expense allocation of indirect expenses equal to 10% of the actual expenses.

- ~~6) Ambulance Advisory Committee. An Ambulance Advisory Committee has been created to review operational issues, review progress towards meeting the needs of the community and to make suggestions to optimize the effective delivery of services. This Committee shall meet at least once annually. Meeting frequency may be adjusted based on the recommendations of the Committee and as agreed to by the parties. The Advisory Committee shall be comprised of representatives appointed by the City and the NMHC Ambulance Outstate Director, Medical Director and Regional Ambulance Manager. Other stake holders may be engaged to address specific issues that may come up from time to time.~~

~~7)6)~~Term. The term of this Agreement shall commence on May 1, 202~~36~~³, and continue ~~6036~~³⁶ months until April 30, 20~~3126~~³¹. Any party may terminate this Agreement for any reason upon providing the other party three hundred sixty-five (365) days written notice of intent to terminate. In addition, if the City determines NMHC has breached this Agreement or is not otherwise providing a sufficient level of ambulance services, the City may provide NMHC written notice of its intent to terminate the Agreement in 90 days if the breach or other deficiencies are not corrected in that period. If the City determines NMHC has not cured the breach or corrected the deficiencies within the 90-day period, the Agreement shall be deemed terminated. Upon the termination of this Agreement, NMHC shall transfer operational responsibilities for the license and the Equipment, including any replacement equipment, to the City upon the City's request as provided in Section 2 of this Agreement and under such other terms and conditions as the parties may agree in writing at the time of the requested transfer.

~~8)7)~~License. The City and NMHC agree to take all reasonable steps necessary with the EMSRB to execute the necessary documents to transfer operational responsibilities for the licenses to NMHC. Upon termination of this Agreement for any reason, NMHC shall also, if requested by the City, execute a consent or other necessary documents to transfer operational responsibilities for the licenses back to the City or its nominee.

~~9)8)~~Radio Frequency. The City shall allow NMHC to continue to operate on the frequencies that are currently being utilized by the ambulance service, provided permission for such continued use is also granted by the Statewide Radio Board or the Regional Radio Board, as is appropriate.

~~10)9)~~Legal Compliance. NMHC shall abide by all federal, state and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to the services provided pursuant to the Agreement including, but not limited to, those related to the staff it employs to provide such services and for compliance with the Health Insurance Portability and Accountability Act as it may apply to the services provided hereunder. Any documents, data or other materials NMHC may possess that are subject to the Minnesota Government Data Practices Act as established in Minnesota Statutes, Chapter 13 shall be administered in accordance with the Act and shall not be released or used in a way that violates the Act. Pursuant to Minnesota Statutes, section 13C.05, subdivision 5, the books, records, documents and accounting procedures of NMHC relevant to the services provide under this Agreement are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

~~11)10)~~Assignment and Subcontracting. No interest in this Agreement shall be assigned to another without the express written consent of the parties and subject to such conditions and provisions as the City may deem necessary or desirable in its sole discretion. Furthermore, NMHC shall not enter into any subcontract for performance of any services contemplated under this Agreement.

~~12)11)~~Insurance. NMHC agrees to obtain, at its cost, and maintain during the entire term of this Agreement, an appropriate comprehensive general liability policy, medical malpractice insurance policy, and automobile liability insurance policy each with coverage amounts of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and an annual aggregate of not less than Three Million Dollars (\$3,000,000) or provide evidence of policies consistent with those requirements. NMHC shall also obtain premises liability coverage for the lease premise

identified in Paragraph 5 of this Agreement naming the City as an additional insured in an amount no less than One Million Five Hundred Thousand Dollars (\$1,500,000). NMHC shall also maintain statutory workers' compensation for its employees including those providing ambulance services. NMHC shall be responsible for insuring against all damages from any casualty on all NMHC personal property which is stored pursuant to this Agreement. If the maximum municipal liability established by Minnesota Statutes, Section 466.04 is increased, then the amount of all liability coverages set forth herein shall be increased to such increased legal limit. NMHC shall provide the City with a certificate or certificates evidencing said insurances at least annually.

~~13)~~12) Indemnity. Each party agrees that it shall be responsible for its own legal liabilities arising from its own acts or omissions and agrees to defend, indemnify, and hold harmless the other parties to this Agreement from any obligations, claims, liabilities or related expenses (including reasonable attorneys' fees to defend a liability claim by a third party or to collect amounts owed under this Section) made against another party to this Agreement by a third party arising out of acts, or omissions of the first party. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise as provided under law. This Paragraph 13 shall survive termination of this Agreement and shall be binding on the City and NMHC regardless of the enforceability of any other provision of this Agreement.

~~14)~~13) Billing. The parties agree that NMHC shall issue invoices to patients and or their insurance companies for ambulance services and materials furnished in connection with services provided and shall collect accounts and monies owed with respect thereto. The City shall not be responsible for assisting in collecting or paying any portion of the amounts billed by NMHC.

~~15)~~14) Management. Day to day management of the ambulance services shall be coordinated through the management team of NMHC.

~~16)~~15) Personnel. NMHC shall be exclusively responsible for selection, hiring, placement, disciplining, discharging, scheduling and supervising of all medical personnel necessary including, but not limited to, a medical director for the rendering of patient care services related to the ambulance service and the conduct of service with the Service Area. The rate of pay and other benefits to be supplied by NMHC to its employees shall be determined exclusively by NMHC. Those employed by NMHC shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefits, or any incident of employment by the City, including but not limited to eligibility to enroll in Public Employees Retirement Association or coverage under the City's workers' compensation policy.

~~17)~~16) Independent Contractor Status. Whether NMHC is a corporation, limited liability company, partnership, or other legal entity, NMHC shall be deemed an independent contractor. NMHC's duties will be performed with the understanding that NMHC has special expertise as to the services which NMHC is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed by NMHC shall be consistent with the standard of care for the providing of such services under the applicable licenses set forth in this Agreement. NMHC is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by NMHC pursuant to this Agreement shall be provided by NMHC as an independent contractor

and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

~~18~~17) No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the City and NMHC, and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

~~19~~18) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

~~20~~19) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

~~21~~20) Waiver. The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance.

~~22~~21) No Modifications. This Agreement represents the entire agreement between the parties and any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have reduced to writing, agreed to, and signed by the parties.

~~23~~22) Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

~~24~~23) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

~~25~~24) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota without giving effect to that body of laws pertaining to conflict of laws.

~~26~~25) No Joint Venture or Partnership. In no event shall the relationship among the parties or the transactions contemplated hereunder constitute a partnership or joint venture among them with respect to the subject matter hereof, and no party shall owe another party any fiduciary duty or obligation hereunder.

~~27~~26) Assumed Liabilities. NMHC accepts no liability from or assert any claim against any ambulance operations arising before May 1, 2010, when the City was the operator of the Ambulance Service.

[Signatures Begin on the Next Page]

Signature Page

City of New Prague

By: _____

~~Duane J. Jirik~~ Charles L. Nickolay

Its: Mayor

Date: _____

By: _____

Joshua M. Tetzlaff

Its: City Administrator

Date: _____

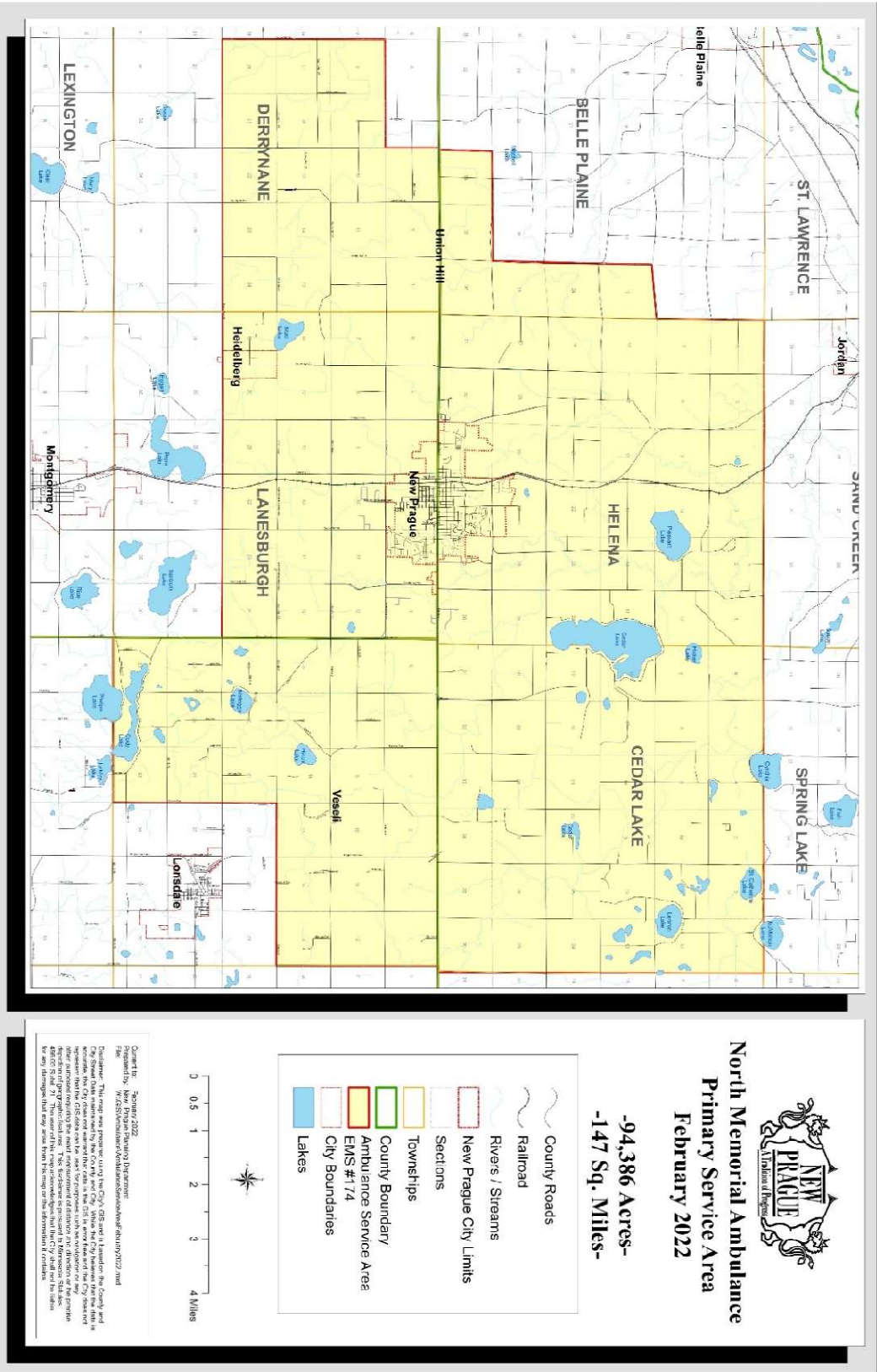
North Memorial Health Care

By: _____

Its:

Date: _____

EXHIBIT A Ambulance Service Area



20236 AMBULANCE FACILITY LEASE AGREEMENT

Lease Agreement, by and between the City of New Prague ("Landlord"), whose address is 118 Central Avenue North, New Prague, MN 56071 and North Memorial Health Care ("Tenant"), whose address is 4501 68th Avenue North, Brooklyn Center, MN 55429.

- 1) Term. This lease shall commence on May 1, 20236, and shall terminate on April 30, 203126, or as otherwise set forth in this Lease Agreement. The parties shall negotiate the term of any lease renewal within six (6) months of the end of the term of this lease.
- 2) Premise. Landlord hereby leases to Tenant the portion of the building used to operate the New Prague Ambulance Service located at 505 5th Avenue NW in New Prague, Minnesota. This lease will also be binding to space allocated for ambulance operations in the New Prague Emergency Services Center, pursuant to the attached Exhibit A.
- 3) Rent. Tenant shall pay rent to the Landlord in the amount of \$14,856.05 per year, ~~payable in monthly installments of \$1,238.00~~, which shall be due and payable in advance on the 1st day of the year of the month. ~~After the initial year of this lease, the annual rent amount for the Premises shall be increased by a percentage based on the CPI-U index from the previous year (i.e., the increase in the rent amount for 2024 shall be increased by the national CPI-U from 2023), but in no event shall the annual rent amount for the Premises decrease.~~
- 4) Use of Premises. Tenant shall use the Premises for ambulance storage, office space, garage purposes and uses ancillary thereto, including the storage of property and equipment used directly or indirectly in connection with the ambulance service to be provided by Tenant. There shall be no sublease of the Premises by Tenant without written permission.
- 5) Real Estate Taxes. If any real estate taxes become due and payable during the term of this lease, the Landlord and Tenant agree to renegotiate the terms of this lease and the payment of such taxes. If the Landlord and Tenant cannot reach agreement as to the payment of such taxes, this lease shall terminate upon 90 (ninety) days' notice from the Landlord.
- 6) Termination. This lease shall terminate on April 30, 202631, or at an earlier date if the Tenant ceases to provide ambulance services to the City of New Prague pursuant to the Ambulance Service Contract.
- 7) Maintenance. Landlord shall be responsible for maintenance and repair of all structural components, heating, ventilation, air conditioning, electrical, plumbing, and mechanical systems of the Premises. Tenant shall otherwise keep and maintain the Premises in as good or better condition as same were in at the beginning of the Lease, ordinary wear and tear and insured casualty excepted.

The Tenant shall not knowingly commit or willfully permit any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, county, or municipal authority. The Tenant shall be responsible for replacing and repairing any damage to the Premises caused by Tenant. The Landlord makes no representations as to the condition of the Premises for its

intended use. Responsibility for any major breakdowns of the mechanical, electrical, plumbing or heating systems shall be with the Landlord.

- 8) Alteration of Premises. Tenant shall not make any alterations to the Premises without the express written consent of the Landlord. Tenant shall indemnify the Landlord against any and all mechanic's liens arising out of the making of any alteration, repair, addition or improvement to the Premises, whether made with or without the express written consent of the Landlord.
- 9) Snow Removal. Landlord will be responsible for all snow removal.
- 10) Utilities. Electric, gas, water, sewer, and refuse removal utilities associated with the Premises shall be paid by the Landlord. [NMHC is willing to contribute \\$5,000 per year toward the payment of the Premises' utilities or \\$416.67 per month.](#)
 - a. Any telephone service, internet and cable television utilities associated with the Premises shall be the responsibility of the Tenant.
- 11) Surrender at End of Term. Tenant agrees that upon termination of the Lease, the Premises will be returned in as good condition as the same were in at the inception of the Term, subject to normal wear and tear and insured casualty. Tenant may, at the time of termination, remove any fixtures, equipment and items of personal property that have been installed by Tenant.
- 12) Landlord's Right to Re-Enter Upon Tenant's Default. If the Premises are abandoned by the Tenant, or a default in the performance of this Lease by the Tenant is not cured within thirty days' notice by the Landlord, the Landlord shall have the right to re-enter or repossess the Premises by summary proceedings.
- 13) Amendments. Any additional amendments between Landlord and Tenant must be in writing and signed by both parties to be effective.
- 14) Insurance. Landlord shall be responsible for insuring the Premises against casualty. If there is a major casualty loss, the Landlord may provide to the Tenant adequate temporary facilities to meet the needs of the Tenant during the period of the rebuilding of the facility. The Tenant shall be responsible for insuring against all damages from any casualty on all the personal property which is stored within the premises. The Tenant shall also obtain premises liability coverage naming the Landlord as an additional insured in an amount no less than \$1,500,000. If the maximum municipal liability established by Minn. Stat., Section 466.04 is increased, then the amount of liability coverage shall be increased to the legal limit.
- 15) Casualty Loss Replacement. Minor casualty damage repairs (defined as up to \$1,000.00 per occurrence) to Tenant's portion of the Premises shall be the responsibility of the Tenant. In the event of major casualty damage defined as requiring a replacement cost of more than 50% of the value of the Premises, this lease shall terminate.

16) Notice. Any notice to be given to Landlord shall be sent to Landlord at the following address:
City of New Prague
City Hall
118 Central Avenue North
New Prague, MN 56071
ATTN: City Administrator

Any notice to be given to Tenant shall be given to Tenant at the following address:
North Memorial Health Care
4501 68th Avenue North
Brooklyn Center, MN 55429
ATTN: Director of Ambulance Services

Each patty shall have the right to specify as its proper address any other address in the United States of America by giving to the other patty at least fifteen (15) days' written notice thereof.

17) Termination. This lease may be terminated by either party by notice to the other, 270 days in advance of any lease renewal. The lease may also be terminated at any earlier time on such terms and conditions as are mutually agreed upon by the patties or if Tenant ceases to provide ambulance service to the Landlord and surrounding area for any reason.

18) Effective Date of Lease. This lease shall be effective May 1, 2023~~6~~.

Dated: _____

NORTH MEMORIAL HEALTH CARE

By: _____

Its: Vice President of Ambulance Services

Dated: _____

CITY OF NEW PRAGUE

By: _____

~~Duane J. Jirik~~ Charles L. Nickolay

Its: Mayor

ATTEST

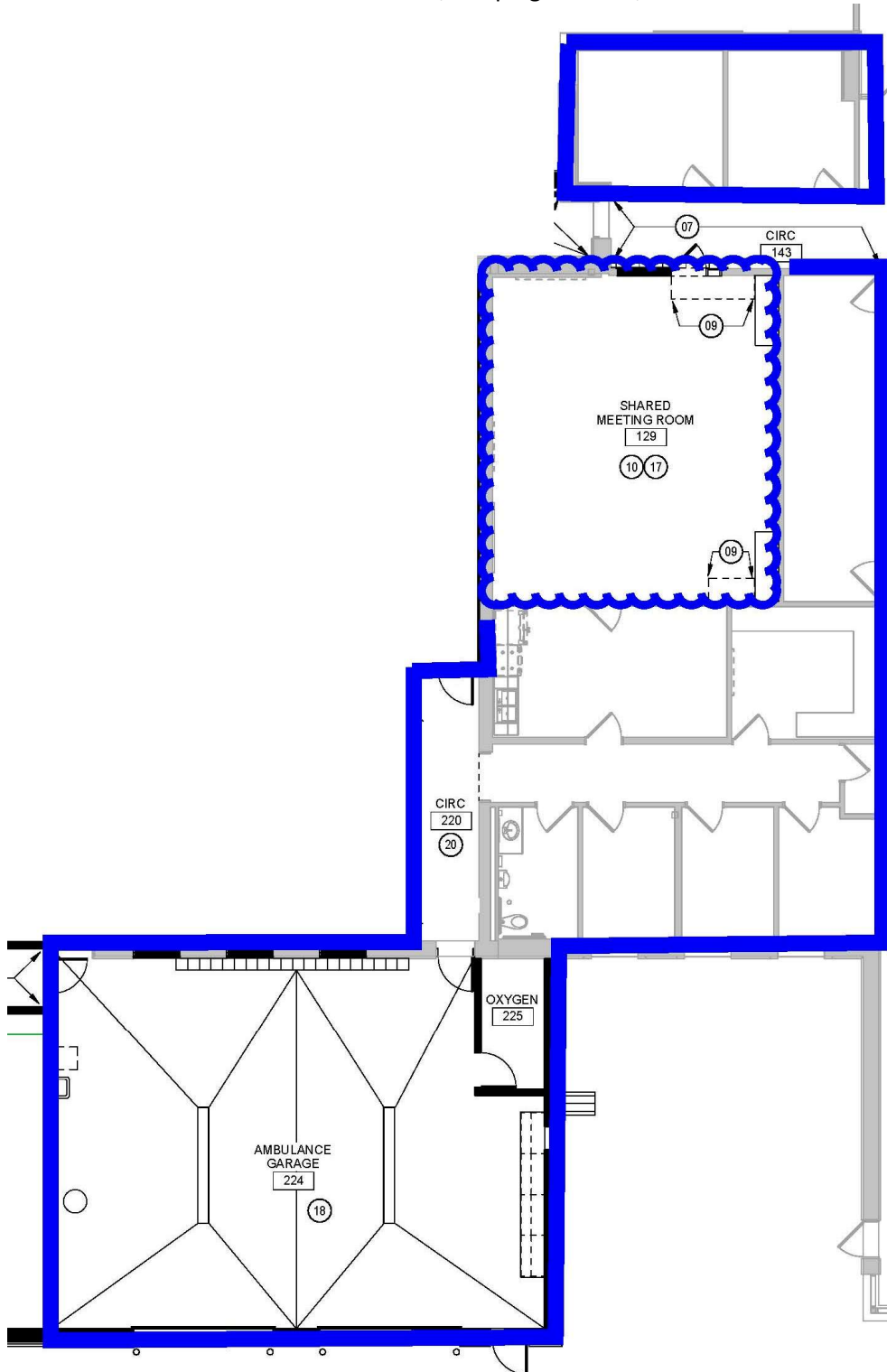
By: _____

Joshua M. Tetzlaff

Its: City Administrator

EXHIBIT A
DEPICTION OF SPACE ALLOCATED FOR AMBULANCE OPERATIONS

Ambulance Garage/Storage Area = 1,350 SF
Ambulance Office/Sleeping Area = 2,179 SF



Fitness and Aquatic Center: March 2026 Update

Networking and Communication:

- **FAC app**
- **Member Email Communication:** updates, schedule changes & reminders sent out about 1x/week
- **Monthly Newsletters: FAC & City**
- **Social Media**
- **Website** up to date

Upcoming FAC Events:

- **March 28 - April 4:** Spring Break Open Swim 12-4pm daily
- **April 2:** FAC Family Swim Night
- **April 5:** FAC Closed for Easter
- **April 12:** Swim Lesson Evaluations + Open Swim
- **April 17-19:** Red Cross Water Safety Instructor Course
- **April 20:** Swim Lesson Evaluations + Open Swim
- **May 4-6:** Resident Summer Swim Lessons Registration Open
- **May 9:** Potential NHS Fundraising Event
- **May 11:** Non-Resident Swim Lesson Registration Opens
- **May 8-10:** Red Cross Lifeguard Certification Course
- **May 28:** Falcon Ridge 5th Grade Pool & Gym Party

Programming:

- **Aquatics Programming**
 - **FAC Tot Times in the Pool:** Held every Friday and Saturday from 10am-12pm with 50% off admissions for Non-Members
 - **Red Cross Swim Lessons Transition:** planning & preparation this spring. Launching the Red Cross Swim Lessons Program this summer!
- **Fitness Programming**
 - Virtual Classes & Studio 2 Reservations continue to go over well!
 - March Madness Challenge is in progress: over 60 participants!
 - **Stroll the Halls for Parents with Strollers: typically getting 4-6 parents each time:** Wednesdays + Fridays from 12-2pm: \$5/parent for non-members

Staffing:

- Preparing for Summer Staffing: Water Safety Instructors, Lifeguards & Front Desk
- Now Hiring: Evening Child Care Attendant

Projects & Planning:

- **Summer Planning in Progress:**
 - Student Summer Promo starts May 1st
 - Summer Group Fitness Class Challenge

- Kids Co & St. Wence Visits
- Wellness Wednesdays: 50% off admissions every Wednesday this summer
- Senior Picnic
- Aquatic Center & Gymnasium Closures
- **Youth Age Policy Considerations Fall 2026-27**
 - Continued youth behavior issues after school.
 - 30-60 kids consistently come to the FAC - mostly MS students, some HS students.
 - Due to the gym not being available, ages 11-13 have nothing to do so they hangout in the hallway and cause disruptions.
 - A lot of 14+ use the weight room after school. Large numbers = more screwing around.
 - Currently researching other Community Center's age policies and how they handle youth liability releases.
- **Equipment Facility Goals for 2026-27:**
 - Increase space for Strength Training: met with our Equipment Rep from Johnson Fitness on 1/22. He is working on some lay-out options to see if we can create more open space for strength training by switching the Cardio Room and the Weight Room.
 - Find a new space for a new sauna.
 - Cut back on the amount of cardio equipment.
 - Get creative with the current space allotments.
 - Look into the possibility of leasing a few upscale treadmills.
 - Quality over quantity - while sustaining enough quantity to meet our user demands.
- **Sponsorship Proposal for Gymnasium & Pool Upgrades for Families**
 - Ask local businesses for sponsorship dollars/donations to go toward items such as:
 - Batting Cage
 - New Wibit
 - Sports Simulator
 - Businesses receive recognition

UTILITIES COMMISSION MEETING MINUTES



City of New Prague

Monday, February 23, 2026 at 3:30 PM

Power Plant - 300 East Main St

1. CALL TO ORDER

The meeting was called to order by Utilities Commission President Dan Bishop on Monday, February 23rd, 2026, at 3:30 p.m.

Commissioners Present: Dan Bishop, Paul Busch, Tom Ewert, Charles Nickolay and Bruce Wolf
Staff Present: General Manager Bruce Reimers and EOS Ken Zweber

2. APPROVAL OF AGENDA

Motion made by Commissioner Nickolay, seconded by Commissioner Wolf, to approve the agenda as presented.

Motion carried (5-0)

3. APPROVAL OF MINUTES

a. January 26, 2026 Meeting Minutes

Motion made by Commissioner Nickolay, seconded by Commissioner Bishop, to approve the January meeting minutes as presented.

Motion carried (5-0)

4. UTILITY AND SMMPA BILLS

a. Approval of accounts payable in the amount of **\$255,813.94** and the SMMPA billing of **\$540,250.98**.

Motion by Commissioner Ewert, seconded by Commissioner Busch, to approve the accounts payable as presented.

Motion carried (5-0)

5. FINANCIAL REPORTS

- a. Investment Report
- b. Financial Report
- c. Water and Kilowatt Hours Sales

Motion made by Commissioner Ewert, seconded by Commissioner Busch, to approve the financial reports as presented.

Motion carried (5-0)

6. APPROVAL OF CAPITAL EQUIPMENT PURCHASE

a. Memo

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to approve the capital equipment purchase of a 2026 Bobcat UW56 Tool Cat Utility Machine.

Motion carried (5-0)

7. SMMPA BOARD OF DIRECTORS MEETING

a. January 15, 2026

GM Reimers reviewed the impact of winter storm Fern impact on the cost of energy and the impact it had on the electrical grid. GM Reimers informed the Commission that the financial impact is estimated to be around 10 million dollars to the agency and that will be recovered through the ECA monthly energy charges of not more than \$.02/Kwh per month.

8. GENERAL MANAGER'S REPORT

a. Brokerage Account Change

GM Reimers informed the Commission that the Well Fargo brokerage account had been switched over to the 4M account and the fee savings will be around 25 basis points.

9. OTHER BUSINESS

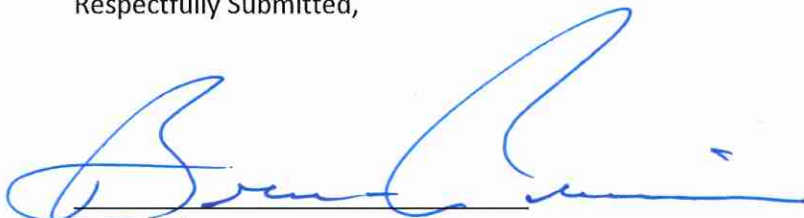
Brian Paulson asked to speak about the car chargers that have been jointly installed by NPUC and SMMPA and indicated the DC fast charge located at the Colborn's grocery store would not allow him to charge due to it being out of service and having outdated connections that wouldn't work with Tesla cars. GM Reimers said he would put in a service ticket but also stated that several utilities have been using this type of charger are having the same issues and that the provider is not responding to service requests. GM Reimers said he would make some calls and let the Commission know what the next steps will be.

10. ADJOURNMENT

Motion made by Commissioner Ewert, seconded by Commissioner Busch, to adjourn the February Commission meeting at 4:24 p.m.

Motion carried (5-0)

Respectfully Submitted,



Bruce Reimers
General Manager



MEETING MINUTES

New Prague Golf Board

On site meeting at NPGC
Tuesday, February 24th, 2026

The meeting was called to order at 6:30pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner (via phone call), Jen Berglund, Adam Gill, Bob Cunniff, Graham Kuehner, and Mayor/Council Liaison Chuck Nickolay. Board Member Adam Brister was unable to attend. Also present: GPE Owner/Contract Manager Kurt Ruehling

- **Approval of January 27th, 2026 Meeting Minutes:**
 - A motion to approve all was made by Nickolay, second by Cuniff. Motion carried (5-0)

- **Claims for Payment (\$116,280.04):**
 - Nickolay indicated that the Capital Improvement Plan (CIP) showed \$36,000.00 per mower for new greens mowers. Actual spend was \$43,461.77 per mower...a \$14,923.54 overspend. Nickolay wants staff to make sure the upcoming CIP's are more accurate moving forward
 - Gill mentioned the new format for reporting Utility Expenses...easier to understand, Golf Board agreed
 - A motion to approve the Claims for Payment was made by Gill, seconded by Cunniff. Motion carried (6-0) with Berglund now present

- **Review Monthly Income Statement and Balance Sheet (December 2025):**
 - Nickolay pointed out that the Interest Expense has been corrected
 - Nickolay also pointed out that January Financials will be discussed at the March meeting in accordance with the new reporting format from City Hall. This will ensure more accurate numbers
 - A motion to approve the Monthly Income Statement and Balance Sheet was made by Cunniff, seconded by Nickolay. Motion carried (6-0)

- **Capital Equipment Report**
 - Ruehling reported that the new carpet has been installed by Hertaus Flooring...the darker color will wear much better than the previous lighter-colored carpet. Cunniff asked about how long it took to install, Ruehling clarified...a little over a week
 - The 2 new Greens Mowers have been delivered

- **Grounds Operation Update:**
 - Ruehling informed Golf Board that he has counted nearly 15 trees that have been cut down by City Staff and that there is a lot of debris out on course due to the wood chipper being in for repairs

- **Food & Beverage Update...Jess Treviño, Food & Beverage Coordinator:**
 - Treviño included her report that highlighted her working with a new food distributor Performance Foods, which will be much more efficient for the operation

- Treviño touched on the brunches that we have hosted, noting the low numbers. She is making what she calls “thoughtful refinements” which will ensure consistency and efficiency while we continue to gain traction with our food events
- Treviño is currently updating the food and beverage menus accounting for any price adjustments
- Treviño continues to prepare for the upcoming season by performing many organizational tasks including adding necessary tools, improving storage systems, implementing clearer guides for staff, and improving workflow and safety
- The collaboration between her and GM Ruehling has been extremely positive according to Treviño. Their ability to communicate openly and align goals has been great

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling updated the Golf Board as to his current duties...which include building the tee sheet for 2026 and organizing golf leagues
 - Ruehling was pleased to tell Golf Board that NPGC will be hosting a couple Minnesota Golf Association events in 2026 including an MGA Senior Tour events and the MPGA Public Links Championship
 - NPGC added two new outside events: Veterans Association and the MN Junior PGA’s Warrior Cup
 - Gardner added that Little Chicago will perform their British Invasion III on July 17th

- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling included his report that highlighted the fact that over 100 ladies have already signed up for Wednesday Ladies League!
 - Currently working on updating the website and the tee sheet

- **Golf Scholarship Event Update...Den Gardner:**
 - Gardner reported that there will be 3-5 candidates for both Girls’ and Boys’ golf teams this year vying for the scholarship this year
 - Berglund and Cunniff will assist, once again, with the process

- **Miscellaneous:**
 - Ruehling was asked to have the Satisfaction Survey placed on the website and emailed to our patron list by next meeting. Gardner and Ruehling will discuss over a phone call later this week
 - Nickolay inquired about hosting a Fish Fry during the Lenten season. Treviño and Ruehling will discuss and analyze

- **Adjournment:**
 - A motion to adjourn the meeting at 7:07p was made by Cunniff, second by Kuehner. Motion carried (6-0)

Next Golf Board Meeting –Tuesday, March 24th, 2026, 6:30pm

Respectfully submitted by,
Kurt Ruehling, GME...PGA General Manager

Regular Meeting Minutes
New Prague Planning Commission
Wednesday, February 25th, 2026

1. Call Meeting to Order

The meeting was called to order at 6:34 p.m. by Chair Dan Meyer.

The following members were present: Chair Dan Meyer, Shawn Ryan, Brandon Pike, and Jason Bentson.

The following members were absent: Rik Seiler.

The following City Staff were present: Community Development Director Ken Ondich and Planner Evan Gariepy.

2. Public Forum

No comments were given.

3. Approval of Regular Agenda

A motion was made by Ryan, seconded by Pike, to approve the February 25th, 2026, regular meeting agenda. Motion carried (4-0).

4. Approval of Previous Meeting Minutes

A. February 4th, 2026, Special Meeting

A motion was made by Meyer, seconded by Pike, to approve the February 4th, 2026, special meeting minutes. Motion carried (4-0).

5. NEW BUSINESS

A. Request for Variance #V1-2026

Gariepy presented the Variance request.

Ryan asked if the condition regarding tree planting can be more specific to require trees to be planted within the next growing season. Gariepy stated that that will be added, and that it can reflect the Zoning Ordinance tree planting language.

A representative with Aventus Investments, LLC, was present, and stated that the building façade will be even better and more decorative than was provided in the renderings.

A motion was made by Ryan, seconded by Bentson, to recommend **approval** of the request for Variance #V1-2026 to City Council at their March 3rd, 2026 meeting with the added language regarding replacement trees in the next growing season added to the drafted resolution findings and conditions. Motion carried (4-0).

6. OLD BUSINESS

A. None

7. Miscellaneous

A. Annual Community Development Reports

Ondich presented the annual community development reports as information.

B. Monthly Business Update

Ondich presented the monthly business update as information.

8. Adjournment

A motion was made by Ryan, seconded by Bentson, to adjourn the meeting at 7:17 pm. Motion carried (4-0).

Respectfully submitted,



Evan C. Gariepy
Planner