



# CITY COUNCIL MEETING AGENDA

## City of New Prague

Tuesday, February 17, 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. February 2, 2026 City Council Meeting Minutes
- b. Claims for Payment: **\$1,000,982.21**
- c. Financial Summary Report
- d. Temporary (1-4 Day) On-Sale Liquor License - Angels Among Us at St. Wenceslaus
- e. Purchase of Equipment - Public Works
- f. Large Assembly Permit - Easter Egg Hunt at Southside Park
- g. Agreement with Lynn Lembcke Consulting for Audits - Body Worn Cameras & Automated License Plate Readers
- h. Appointment of Christopher Slavik for Streets/Parks Position
- i. 2025 Pay Equity

#### 4. GOVERNMENT AGENCY UPDATES

#### 5. PUBLIC FORUM

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

#### 6. PUBLIC HEARING(S) – 6:00 PM

- a. None

#### 7. CITY ENGINEER PROJECTS UPDATE

**8. 2026 STREET AND UTILITY IMPROVEMENT PROJECT**

- a. [Resolution #CC-26-02-17-01](#) - Requesting Advancement of Municipal State Aid Street Construction Funds

**9. ORDINANCE(S) FOR INTRODUCTION**

- a. [Ordinance #358](#) - Vacating Certain Easements in the Plat of New Prague Business Park 11th Addition
- b. [Resolution #CC-26-02-17-02](#) - Setting a Public Hearing to Vacate Certain Easements in the Plat of New Prague Business Park 11th Addition

**10. ORDINANCE(S) FOR ADOPTION**

- a. None

**11. RESOLUTIONS**

- a. [#CC-26-02-17-03](#) - Authorizing the City of New Prague to Exercise the Powers of a Municipal Power Agency
- b. [#CC-26-02-17-04](#) - Resolution Approving Certain Actions by the New Prague Economic Development Authority

**12. GENERAL BUSINESS**

- a. Planning Commission Vacancy
- b. 250th American Revolution Celebration Update

**13. MISCELLANEOUS**

- a. Meeting Minutes
  - i. December 17, 2025 Planning Commission Meeting Minutes
  - ii. January 13, 2026 Park Board Meeting Minutes
  - iii. January 14, 2026 EDA Board Meeting Minutes

**14. ADJOURNMENT**

**UPCOMING MEETINGS AND NOTICES:**

February 23	3:30 p.m. Utilities Commission
February 24	6:30 p.m. Golf Board
February 25	6:30 p.m. Planning Commission
March 2	6:00 p.m. City Council
March 10	6:00 p.m. Park Board
March 11	7:30 a.m. EDA Board
March 16	6:00 p.m. City Council

# CITY COUNCIL MEETING MINUTES



## City of New Prague

Monday, February 02, 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, Community Development Director Ken Ondich and Police Chief Tim Applen

- a. Pledge of Allegiance

**2. APPROVAL OF REGULAR AGENDA**

Motion to approve the regular agenda.

Motion made by Councilmember Seiler, Seconded by Mayor Nickolay.

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 Councilmember Bass, Seconded by Councilmember Seiler.

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

Motion carried (5-0)

- a. Meeting Minutes
  - i. January 20, 2026 City Council Meeting Minutes
- b. Claims for Payment: **\$648,970.23**
- c. LG220 Lawful Gambling Application for Exempt Permit - Church of St. Wenceslaus
- d. Lease for Concessions with Orioles at Memorial Park Baseball Stadium
- e. Purchase of Equipment - Public Works

**4. PUBLIC FORUM**

Dennis Tietz (Le Sueur County Commissioner District 1) and Brian Paulson (206 4th St. SW) spoke.

**5. PUBLIC HEARING(S) – 6:00 PM**

- a. None

**6. CITY ENGINEER PROJECTS UPDATE**

City Administrator Joshua Tetzlaff informed the Council that a timeline for the 2024 project is expected this spring.

- a. February 2, 2026

The Council meeting took a brief pause at 6:13 p.m.  
The Council meeting continued at 6:17 p.m.

**7. ORDINANCE(S) FOR INTRODUCTION**

- a. None

**8. ORDINANCE(S) FOR ADOPTION**

- a. None

**9. RESOLUTIONS**

- a. None

**10. GENERAL BUSINESS**

- a. Annual Community Development Reports
  - i. Growth Statistics
  - ii. Vacant Lot Inventory
  - iii. Annual Business Inventory
  - iv. Rental Licensing Map

Community Development Director Ken Ondich presented the Annual Community Development Reports.

- b. Golf Board Request - Employee Pay  
City Administrator Joshua Tetzlaff presented the Golf Board's Request.  
Golf Contract Manager Kurt Ruehling helped present and answer any questions that came up.  
Motion to approve the Golf Board's Request of moving the Food & Beverage Manager's wage to \$25/hour, effective immediately.  
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)
- c. Flock Camera General Discussion  
Discussion was had on the Flock cameras.

**11. MISCELLANEOUS**

- a. Meeting Minutes
  - i. December 22, 2025 Utilities Commission Meeting Minutes
  - ii. December 30, 2025 Golf Board Meeting Minutes

**12. ADJOURNMENT**

Motion to adjourn the meeting at 7:10 p.m.  
Motion made by Mayor Nickolay, Seconded by Councilmember Seiler.  
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0)

ATTEST:

\_\_\_\_\_  
Charles L. Nickolay  
Mayor

\_\_\_\_\_  
Joshua M. Tetzlaff  
City Administrator

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 02/17/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>FUND 101 - GENERAL FUND</b>			
<b><u>RURAL FIRE - TO BE REIMBURSED</u></b>			
ACE HARDWARE & PAINT	SUPPLIES	\$1.99	
AMAZON CAPITAL SERVICES	SUPPLIES	\$11.00	
ANCOM COMMUNICATIONS	PAGER REPAIR	\$55.00	
ANCOM COMMUNICATIONS	PAGER REPAIRS	\$129.42	
ANCOM COMMUNICATIONS	PAGER REPAIRS	\$103.82	
ANCOM COMMUNICATIONS	PORTABLE RADIO BATTERIES	\$1,444.43	
BEVCOMM	TELEPHONE	\$102.59	
CENTERPOINT ENERGY	NATURAL GAS	\$539.89	
LAKERS NEW PRAGUE SANITARY	TRASH - RURAL	\$22.96	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$583.44	
<b>TOTAL:</b>			<b><u>\$2,994.54</u></b>
<b><u>OTHER - TO BE REIMBURSED</u></b>			
NORTH AMERICAN SAFETY INC	MAVRICK - CLOTHING	\$74.98	
<b>TOTAL:</b>			<b><u>\$74.98</u></b>
<b><u>RURAL FIRE - TO BE REIMBURSED</u></b>			
NORTH CENTRAL DBA RW&B	SQUAD TOPPER, LIGHTS, SIRENS	\$7,376.58	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$16.60	
STAR GROUP LLC.	BATTERY / HOSE	\$153.92	
<b>TOTAL:</b>			<b><u>\$7,547.10</u></b>
<b><u>COUNCIL</u></b>			
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$40.53	
SUEL PRINTING	COUNCIL MINUTES	\$1,386.00	
THE NEW PRAGUE TIMES	NEWSPAPER SUBSCRIPTION	\$64.00	
<b>TOTAL:</b>			<b><u>\$1,490.53</u></b>
<b><u>ADMINISTRATION</u></b>			
ABDO	W2 SUBMISSION	\$125.00	
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$9.45	
BEVCOMM	TELEPHONE	\$71.87	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$59.07	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$853.96	
ROTARY CLUB OF NEW PRAGUE	3RD QUARTER DUES	\$180.00	
SUEL PRINTING	CHECKS	\$149.63	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
<b>TOTAL:</b>			<b><u>\$1,457.48</u></b>
<b><u>TECH NETWORK</u></b>			
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$2,566.97	
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$5,886.88	
<b>TOTAL:</b>			<b><u>\$8,453.85</u></b>
<b><u>ATTORNEY</u></b>			
SCOTT COUNTY ATTORNEY'S OFFICE	JANUARY COURT FINES	\$459.73	
<b>TOTAL:</b>			<b><u>\$459.73</u></b>
<b><u>PLANNING</u></b>			
BEVCOMM	TELEPHONE	\$43.34	
BOLTON & MENK INC.	UNIFIED DEVELOPMENT CODE	\$1,784.00	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$2.09	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$828.07	
METRO SALES INC	COPIER LEASE	\$67.61	
METRO SALES INC	COPIER LEASE	\$49.50	
<b>TOTAL:</b>			<b><u>\$2,774.61</u></b>

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 02/17/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b><u>GOVERNMENT BUILDING</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$1,808.61	
JANI-KING OF MINNESOTA INC	CLEANING SERVICES	\$1,286.63	
LAKERS NEW PRAGUE SANITARY	TRASH - CITY HALL	\$86.87	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$21.39	
MEI TOTAL ELEVATOR SOLUTIONS	ELEVATOR MAINTENANCE	\$73.10	
NEW PRAGUE UTILITIES	GOVT BUILDING -ELECTRIC	\$1,677.00	
NEW PRAGUE UTILITIES	GOVT BUILDING - WATER/SEWER	\$209.50	
<b>TOTAL:</b>			<b>\$5,163.10</b>
<b><u>POLICE</u></b>			
AMAZON CAPITAL SERVICES	EXTERNAL DRIVE	\$249.99	
AT&T MOBILITY	WIRELESS CELLS	\$576.11	
BEVCOMM	TELEPHONE	\$118.25	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$4.80	
LEAGUE OF MN CITIES INSURANCE	WORKERS COMP DEDUCT - FOLKERTS	\$966.20	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$47,549.29	
NEW PRAGUE UTILITIES	POLICE FLOCK	\$42.64	
TRANSUNION RISK AND ALTERNATIVE	TLO CHARGES	\$100.00	
VERIZON WIRELESS	SQUAD BROADBAND	\$280.07	
VETERAN SHREDDING	CONTRACTED SERVICES	\$42.50	
MOHOWALD, NATALIE	TOBACCO COMPLIANCE CHECKS	\$40.00	
<b>TOTAL:</b>			<b>\$49,969.85</b>
<b><u>FIRE</u></b>			
ACE HARDWARE & PAINT	SUPPLIES	\$2.00	
AMAZON CAPITAL SERVICES	SUPPLIES	\$10.99	
ANCOM COMMUNICATIONS	PAGER REPAIR	\$55.00	
ANCOM COMMUNICATIONS	PAGER REPAIRS	\$129.42	
ANCOM COMMUNICATIONS	PAGER REPAIRS	\$103.82	
ANCOM COMMUNICATIONS	PORTABLE RADIO BATTERIES	\$1,444.43	
BEVCOMM	TELEPHONE	\$102.59	
CENTERPOINT ENERGY	NATURAL GAS	\$539.89	
LAKERS NEW PRAGUE SANITARY	TRASH - FIRE	\$22.97	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$8,826.13	
NEW PRAGUE RURAL FIRE ASSOCIATION	RADIOS	\$4,470.03	
NEW PRAGUE RURAL FIRE ASSOCIATION	RADIOS	\$673.24	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$437.33	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$146.12	
NORTH CENTRAL DBA RW&B	SQUAD TOPPER, LIGHTS, SIRENS	\$7,376.59	
STAR GROUP LLC.	BATTERY / HOSE	\$153.93	
<b>TOTAL:</b>			<b>\$24,494.48</b>
<b><u>BUILDING INSPECTOR</u></b>			
BEVCOMM	TELEPHONE	\$43.34	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$0.42	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$730.12	
METRO SALES INC	COPIER LEASE	\$67.61	
METRO SALES INC	COPIER LEASE	\$49.50	
<b>TOTAL:</b>			<b>\$890.99</b>
<b><u>GENERAL FUND - AMBULANCE</u></b>			
LAKERS NEW PRAGUE SANITARY	TRASH - AMBULANCE	\$22.96	
<b>TOTAL:</b>			<b>\$22.96</b>
<b><u>PUBLIC WORKS</u></b>			
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$1,997.83	
<b>TOTAL:</b>			<b>\$1,997.83</b>

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 02/17/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b><u>STREET</u></b>			
ACE HARDWARE & PAINT	SUPPLIES	\$61.40	
AIRGAS USA LLC	CYLINDER RENTAL	\$6.20	
AMAZON CAPITAL SERVICES	PHONE CASE	\$8.00	
BEVCOMM	TELEPHONE	\$120.08	
CENTERPOINT ENERGY	NATURAL GAS	\$1,323.57	
DVS RENEWAL	REGISTRATION TABS	\$21.25	
FASTENAL	PLOW BOLTS	\$140.20	
LAKERS NEW PRAGUE SANITARY	TRASH - STREETS	\$89.47	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$11,746.57	
METRO SALES INC	COPIER LEASE	\$67.61	
METRO SALES INC	COPIER LEASE	\$49.50	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$494.92	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$211.98	
NORTH AMERICAN SAFETY INC	STREETS UNIFORMS	\$467.30	
NOVAK COMPANIES	WOOD CHIPPER BLADES & ROPE	\$12.70	
SCOTT COUNTY TREASURER	2ND HALF SALT	\$20,681.50	
SILHOUETTES	CLOTHING EMBROIDERY	\$24.00	
STAR GROUP LLC.	BATTERY - JEEP	\$78.69	
STAR GROUP LLC.	2010 FL & LOADER PARTS	\$182.80	
SUEL PRINTING	HELP WANTED	\$277.50	
US BANK EQUIPMENT FINANCE	COPIER LEASE - STREETS	\$75.00	
ZIEGLER INC.	CAT LOADER - WINDOW	\$500.40	
ZIEGLER INC.	80' BOOM LIFT	\$14,600.00	
<b>TOTAL:</b>			<b>\$51,240.64</b>
<b><u>STREET LIGHTS</u></b>			
NEW PRAGUE UTILITIES	STREETLIGHTS	\$7,153.20	
<b>TOTAL:</b>			<b>\$7,153.20</b>
<b><u>PARKS</u></b>			
ACE HARDWARE & PAINT	SUPPLIES	\$125.41	
ACE HARDWARE & PAINT	SUPPLIES	\$436.86	
AMAZON CAPITAL SERVICES	PHONE CASE	\$4.00	
BEVCOMM	TELEPHONE	\$35.42	
CENTERPOINT ENERGY	NATURAL GAS	\$1,061.80	
INTERSTATE CHIROPRACTIC LLC	RANDOM TESTING	\$25.00	
LAKERS NEW PRAGUE SANITARY	TRASH - PARKS	\$131.73	
LEAGUE OF MN CITIES INSURANCE	WORKERS COMP CLAIM - KOEPP	\$301.59	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$9,584.39	
MTI DISTRIBUTING INC	BLADES	\$611.48	
NEW PRAGUE UTILITIES	ICE RINK WATER	\$24.51	
NEW PRAGUE UTILITIES	PARKS -ELECTRIC	-\$3,303.80	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$191.00	
NORTH AMERICAN SAFETY INC	SAFETY VESTS	\$120.00	
NORTH AMERICAN SAFETY INC	PARKS UNIFORMS	\$188.42	
NOVAK COMPANIES	WOOD CHIPPER BLADES & ROPE	\$19.05	
O'REILLY AUTOMOTIVE INC	HYD. FLUID, ANTI - FREEZE, GREASE	\$206.28	
RENT N SAVE PORTABLE SERVICES	PORTABLE RESTROOM	\$155.00	
STAR GROUP LLC.	BATTERY - JEEP	\$39.34	
STAR GROUP LLC.	OIL & BED LINERS	\$187.66	
SUEL PRINTING	HELP WANTED	\$277.50	
TODDS AUTO PARTS INC	BELTS	\$256.36	
TODDS AUTO PARTS INC	MOTOR OIL	\$215.10	
ZIEGLER INC.	80' BOOM LIFT	\$14,600.00	
<b>TOTAL:</b>			<b>\$25,494.10</b>

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 02/17/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>LIBRARY</b>			
ACE HARDWARE & PAINT	SUPPLIES	\$49.96	
CENTERPOINT ENERGY	NATURAL GAS	\$670.47	
DUAL AIR INC.	LIBRARY FURNACE	\$145.00	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$743.27	
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$702.32	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$149.49	
<b>TOTAL:</b>			<u>\$2,460.51</u>
<b>UNALLOCATED</b>			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$327.00	
<b>TOTAL:</b>			<u>\$327.00</u>
<b>GENERAL FUND TOTAL:</b>			<b>\$194,467.48</b>
<b>FUND 320 - DEBT SERVICE - 2020A REFUNDING</b>			
EHLERS	2020A CONTINUING DISCLOSURE	\$3,000.00	
<b>TOTAL:</b>			<u>\$3,000.00</u>
<b>FUND 425 - CAPITAL PROJECTS - POLICE STATION</b>			
MET-CON CONSTRUCTION, INC	POLICE STATION	\$683,728.30	
NEW PRAGUE UTILITIES	POLICE ADDITION	\$1,398.26	
WOLD ARCHITECTS AND ENGINEERS	POLICE ADDITION	\$6,826.40	
WOLD ARCHITECTS AND ENGINEERS	POLICE ADDITION	\$2,925.00	
<b>TOTAL:</b>			<u>\$694,877.96</u>
<b>FUND 602 - ENTERPRISE - SANITARY SEWER</b>			
ACE HARDWARE & PAINT	SUPPLIES	\$35.16	
AMAZON CAPITAL SERVICES	PHONE CASE	\$6.00	
BEVCOMM	TELEPHONE	\$90.66	
BEVCOMM	TELEPHONE/COMMUNICATIONS	\$119.90	
CENTERPOINT ENERGY	NATURAL GAS	\$17,812.35	
CENTERPOINT ENERGY	NATURAL GAS	\$2,883.17	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$361.41	
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$1,388.61	
GOPHER STATE ONE CALL	LINE LOCATES	\$16.89	
HAWKINS INC	AZONE	\$2,319.15	
LAKERS NEW PRAGUE SANITARY	TRASH - WWTP	\$247.55	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$5,141.21	
MCMASTER-CARR SUPPLY COMPANY	FAN BLADE - QUINCY COMPRESSOR	\$108.91	
MN PUMP WORKS	PUMP REPAIR	\$525.00	
NEON LINK	ONLINE PAYMENT FEES	\$208.72	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$25,277.04	
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$603.89	
NORTH AMERICAN SAFETY INC	WWTP UNIFORMS	\$281.38	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$210.60	
SALTCO	MONTHLY SALT	\$2,256.87	
STAR GROUP LLC.	V-BELT	\$50.18	
STAR GROUP LLC.	BATTERY - JEEP	\$59.01	
STAR GROUP LLC.	BATTERY & FITTING	\$137.81	
US BANK EQUIPMENT FINANCE	COPIER LEASE - WWTP	\$75.00	
UTILITY CONSULTANTS INC.	SAMPLES	\$2,300.47	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
<b>TOTAL:</b>			<u>\$62,525.44</u>

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 02/17/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>FUND 606 - ENTERPRISE - STORM UTILITY</b>			
AMAZON CAPITAL SERVICES	PHONE CASE	\$1.99	
GOPHER STATE ONE CALL	LINE LOCATES	\$16.88	
LEAGUE OF MN CITIES INSURANCE	2026 WORKERS COMP	\$1,217.05	
NEON LINK	ONLINE PAYMENT FEES	\$25.21	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.60	
STAR GROUP LLC.	BATTERY - JEEP	\$19.67	
<b>TOTAL:</b>		\$1,284.40	\$1,284.40
<b>FUND 651 - ENTERPRISE - AMBULANCE</b>			
CENTERPOINT ENERGY	NATURAL GAS	\$539.88	
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$437.33	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$103.84	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$10.20	
<b>TOTAL:</b>		\$1,091.25	\$1,091.25
<b>TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:</b>			<b>\$957,246.53</b>

Vendor Name	Net Invoice Amount
<b>ACE HARDWARE &amp; PAINT</b>	
FASTENERS CONCRETE PATCH	\$55.56
FASTENERS, TOILET BOWL CLEANER	\$52.80
<b>BEVCOMM</b>	
TELEPHONE	\$48.09
<b>CM2 SUPPLY</b>	
C02/NITROGEN TANK RENTAL	\$80.53
<b>COMPUTER TECHNOLOGY SOLUTIONS</b>	
COMPUTER SUPPORT	\$1,100.80
OFFICE 365 / FIREWALL	\$335.96
<b>GCSAA</b>	
JEFF P RENEWAL GCSAA	\$530.00
<b>GREATAMERICA FINANCIAL SERVICES</b>	
POSTAGE MACHINE LEASE	\$8.56
<b>LAKERS NEW PRAGUE SANITARY</b>	
TRASH - GOLF CLUB	\$414.08
<b>LEAGUE OF MN CITIES INSURANCE</b>	
2026 WORKERS COMP	\$422.76
2026 WORKERS COMP	\$780.22
2026 WORKERS COMP	\$2,338.40
<b>MEI ELEVATOR SOLUTIONS</b>	
ELEVATOR MAINTENANCE	\$73.11
<b>MTI DISTRIBUTING INC</b>	
NUTS, BOLTS, WASHERS, SCREWS	\$163.23
<b>NOVAK COMPANIES</b>	
WOODCHIPPER BLADES & ROPE	\$22.23
<b>ROSS NESBIT AGENCIES INC.</b>	
AGENCY FEE	\$50.10
<b>SUEL PRINTING</b>	
CHECKS	\$149.63
GOLF ENVELOPES	\$119.85
<b>VERSATILE VEHICLES INC.</b>	
BATTERY FILL SYSTEM	\$289.82
<b>VETERAN SHREDDING</b>	
CONTRACTED SERVICES	\$8.50
Grand Total	<u>\$7,044.23</u>

Vendor Name	Net Invoice Amount
<b>ABDO</b>	
W2 SUBMISSION - UTILITIES	\$125.00
<b>AIRGAS USA LLC</b>	
CYLINDER RENTAL	\$23.25
<b>AMAZON CAPITAL SERVICES</b>	
OFFICE SUPPLIES	\$9.45
<b>BEVCOMM</b>	
TELEPHONE	\$167.26
TELEPHONE/COMMUNICATIONS	\$59.95
<b>CENTERPOINT ENERGY</b>	
NATURAL GAS	\$128.04
<b>COMPUTER TECHNOLOGY SOLUTIONS</b>	
COMPUTER SUPPORT	\$2,105.87
OFFICE 365 / FIREWALL	\$784.62
<b>GOPHER STATE ONE CALL</b>	
LINE LOCATES	\$33.78
<b>GREATAMERICA FINANCIAL SERVICES</b>	
POSTAGE MACHINE LEASE	\$84.32
<b>INTERSTATE CHIROPRACTIC LLC</b>	
RANDOM TESTING	\$75.00
<b>LAKERS NEW PRAGUE SANITARY</b>	
TRASH - ELECTRIC	\$17.21
TRASH - POWER PLANT	\$94.84
TRASH - WATER	\$17.21
<b>LEAGUE OF MN CITIES INSURANCE</b>	
2026 WORKERS COMP	\$14,956.40
<b>METRO SALES INC</b>	
COPIER LEASE	\$117.13
<b>NEON LINK</b>	
ONLINE PAYMENT FEES	\$592.67
<b>NEW PRAGUE UTILITIES</b>	
ELECTRIC UTILITIES	\$4,002.69
SMMPA - NORTH SOFTNER	\$138.12
WATER PUMPING - E	\$11,113.00
WATER PUMPING - W/S/S	\$259.60
WATER UTILITIES	\$1,076.39
<b>NOVAK COMPANIES</b>	
WOODCHIPPER BLADES & ROPE	\$9.52
<b>ROSS NESBIT AGENCIES INC.</b>	
AGENCY FEE	\$372.60
<b>SILHOUETTES</b>	
CLOTHING EMBROIDERY SMMPA	\$24.00
<b>STAR GROUP LLC.</b>	
BEARING	\$75.98
HOSE FITTING	\$26.00
TAILLIGHT	\$34.92
<b>SUEL PRINTING</b>	
CHECKS	\$149.63
<b>VETERAN SHREDDING</b>	
CONTRACTED SERVICES	\$17.00
Grand Total	\$36,691.45

**Unaudited** Income Statement  
Through December 31, 2025  
Percent of year complete: 100%

	Prior Year 2024 Thru 12/31/2024	Actual Thru 12/31/2025	2024/2025 Variance YTD	Current Month 12/31/2025	2025 Adopted Budget	2025 Budget Balance	% Actual compared to Budget
<b>General Fund</b>							
<b>REVENUES</b>							
Property Taxes	\$ 3,759,722.35	\$ 4,232,584.87	\$ 472,862.52	\$ 1,318,733.07	\$ 4,238,585	\$ 6,000	99.86%
Local Government Aid	\$ 1,183,527.00	\$ 1,185,369.00	\$ 1,842.00	\$ 592,684.50	\$ 1,185,369	\$ -	100.00%
Licenses and permits	\$ 374,872.38	\$ 419,546.67	\$ 44,674.29	\$ 9,391.76	\$ 255,680	\$ (163,867)	164.09%
Intergovernmental	\$ 479,382.03	\$ 520,013.26	\$ 40,631.23	\$ 3,634.57	\$ 430,596	\$ (89,417)	120.77%
Charges for services	\$ 97,080.87	\$ 119,763.48	\$ 22,682.61	\$ 3,487.72	\$ 118,367	\$ (1,396)	101.18%
Fines	\$ 17,860.64	\$ 15,361.13	\$ (2,499.51)	\$ 1,029.01	\$ 25,000	\$ 9,639	61.44%
Interest Income	\$ 370,309.52	\$ 104,510.46	\$ (265,799.06)	\$ (235,568.85)	\$ 89,145	\$ (15,365)	117.24%
Miscellaneous revenue	\$ 528,137.04	\$ 245,328.03	\$ (282,809.01)	\$ 76,687.81	\$ 585,808	\$ 340,480	41.88%
Transfers In	\$ 218,430.05	\$ 40,000.00	\$ (178,430.05)	\$ 3,333.33	\$ 80,304	\$ 40,304	49.81%
<b>TOTAL REVENUES</b>	<b>\$ 7,029,321.88</b>	<b>\$ 6,882,476.90</b>	<b>\$ (146,844.98)</b>	<b>\$ 1,773,412.92</b>	<b>\$ 7,008,854.00</b>	<b>\$ 126,377.10</b>	<b>98.20%</b>
<b>EXPENSES</b>							
Council	\$ 68,153.96	\$ 61,536.18	\$ (6,617.78)	\$ 2,613.19	\$ 70,925	\$ 9,389	86.76%
Administration	\$ 495,886.93	\$ 544,111.20	\$ 48,224.27	\$ 55,917.06	\$ 508,668	\$ (35,443)	106.97%
Tech Network	\$ 189,674.15	\$ 188,359.93	\$ (1,314.22)	\$ 8,449.96	\$ 207,421	\$ 19,061	90.81%
Elections	\$ 18,785.14	\$ 2,479.09	\$ (16,306.05)	\$ 1,200.00	\$ 1,365	\$ (1,114)	181.62%
Assessor	\$ 45,700.00	\$ 47,730.00	\$ 2,030.00	\$ -	\$ 48,000	\$ 270	99.44%
Attorney	\$ 90,273.23	\$ 63,208.84	\$ (27,064.39)	\$ 3,087.71	\$ 80,000	\$ 16,791	79.01%
Engineer	\$ 113.00	\$ 3,905.00	\$ 3,792.00	\$ -	\$ 15,000	\$ 11,095	26.03%
Planning	\$ 303,892.26	\$ 375,170.05	\$ 71,277.79	\$ 29,391.09	\$ 498,457	\$ 123,287	75.27%
Government Building	\$ 115,878.34	\$ 189,135.10	\$ 73,256.76	\$ 4,367.91	\$ 82,091	\$ (107,044)	230.40%
Police	\$ 2,054,113.75	\$ 2,438,133.09	\$ 384,019.34	\$ 207,977.59	\$ 2,363,118	\$ (75,015)	103.17%
Fire	\$ 408,889.56	\$ 313,289.17	\$ (95,600.39)	\$ 55,193.65	\$ 308,622	\$ (4,667)	101.51%
Building Inspector	\$ 331,011.31	\$ 368,036.42	\$ 37,025.11	\$ 31,140.29	\$ 397,744	\$ 29,708	92.53%
Emergency Management	\$ 3,395.81	\$ 3,681.38	\$ 285.57	\$ -	\$ 3,341	\$ (340)	110.19%
Animal Control	\$ 15,600.00	\$ 7,800.00	\$ (7,800.00)	\$ -	\$ 15,700	\$ 7,900	49.68%
Public Works	\$ 116,813.37	\$ 124,846.38	\$ 8,033.01	\$ 12,550.50	\$ 125,507	\$ 661	99.47%
Streets	\$ 819,964.15	\$ 846,036.71	\$ 26,072.56	\$ 95,380.87	\$ 1,164,673	\$ 318,636	72.64%
Street Lights	\$ 54,409.94	\$ 61,539.98	\$ 7,130.04	\$ 6,196.90	\$ 78,366	\$ 16,826	78.53%
Outdoor Swimming Pool	\$ 9.89	\$ -	\$ (9.89)	\$ -	\$ -	\$ -	0.00%
Aquatic Center	\$ 154,012.34	\$ 172,025.14	\$ 18,012.80	\$ -	\$ 140,329	\$ (31,696)	122.59%
Municipal Band	\$ 4,481.65	\$ 4,481.65	\$ -	\$ -	\$ 4,575	\$ 93	97.96%
Parks	\$ 785,628.53	\$ 658,922.56	\$ (126,705.97)	\$ 42,207.85	\$ 693,980	\$ 35,057	94.95%
Park Board	\$ 44,840.26	\$ 29,210.82	\$ (15,629.44)	\$ -	\$ 78,126	\$ 48,915	37.39%
Library	\$ 29,574.04	\$ 30,348.69	\$ 774.65	\$ 2,476.56	\$ 36,027	\$ 5,678	84.24%
Unallocated	\$ 462,557.30	\$ 231,531.99	\$ (231,025.31)	\$ 26,377.37	\$ 86,819	\$ (144,713)	266.68%
<b>TOTAL EXPENSES</b>	<b>\$ 6,613,658.91</b>	<b>\$ 6,765,519.37</b>	<b>\$ 151,860.46</b>	<b>\$ 584,528.50</b>	<b>\$ 7,008,854.00</b>	<b>\$ 243,334.63</b>	<b>96.53%</b>
<b>EXCESS REVENUES OVER EXPENSES</b>	<b>\$ 415,662.97</b>	<b>\$ 116,957.53</b>	<b>\$ (298,705.44)</b>	<b>\$ 1,188,884.42</b>	<b>\$ -</b>	<b>\$ (116,957.53)</b>	

**Unaudited** Income Statement  
Through December 31, 2025  
Percent of year complete: 100%

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	Prior Year 2024 Thru 12/31/2024	Actual Thru 12/31/2025	2024/2025 Variance YTD	Current Month 12/31/2025	2025 Adopted Budget	2025 Budget Balance	% Actual compared to Budget
<b>Ambulance</b>							
TOTAL REVENUES	\$ 27,078.92	\$ 20,308.53	\$ (6,770.39)	\$ 766.25	\$ 20,000	\$ (309)	101.54%
TOTAL EXPENSES	\$ 13,983.58	\$ 12,097.92	\$ (1,885.66)	\$ 685.10	\$ 16,658	\$ 4,560	72.63%
EXCESS REVENUES OVER EXPENSES	<u>\$ 13,095.34</u>	<u>\$ 8,210.61</u>	<u>\$ (4,884.73)</u>	<u>\$ 81.15</u>	<u>\$ 3,342.00</u>	<u>\$ (4,868.61)</u>	
<b>EDA</b>							
TOTAL REVENUES	\$ 91,697.97	\$ 85,363.45	\$ (6,334.52)	\$ 24,012.72	\$ 75,250.00	\$ (10,113)	113.44%
TOTAL EXPENSES	\$ 59,035.35	\$ 62,781.52	\$ 3,746.17	\$ 7,752.58	\$ 75,250.00	\$ 12,468	83.43%
EXCESS REVENUES OVER EXPENSES	<u>\$ 32,662.62</u>	<u>\$ 22,581.93</u>	<u>\$ (10,080.69)</u>	<u>\$ 16,260.14</u>	<u>\$ -</u>	<u>\$ (22,581.93)</u>	
<b>EDA-INDUSTRIAL</b>							
TOTAL REVENUES	\$ 7,075.77	\$ 4,723.93	\$ (2,351.84)	\$ 737.57	\$ -	\$ (4,724)	0.00%
TOTAL EXPENSES	\$ 1,214.40	\$ 432.00	\$ (782.40)	\$ (1,214.40)	\$ 1,773	\$ 1,341	24.37%
EXCESS REVENUES OVER EXPENSES	<u>\$ 5,861.37</u>	<u>\$ 4,291.93</u>	<u>\$ (1,569.44)</u>	<u>\$ 1,951.97</u>	<u>\$ (1,773.00)</u>	<u>\$ (6,064.93)</u>	
<b>WATER FUND</b>							
TOTAL REVENUES	\$ 2,338,986.72	\$ 2,130,596.59	\$ (208,390.13)	\$ 149,272.04	\$ 2,056,961.00	\$ (73,635.59)	103.58%
TOTAL EXPENSES	\$ 1,565,151.74	\$ 1,689,243.15	\$ 124,157.53	\$ 145,284.87	\$ 1,715,099.00	\$ 25,855.85	98.49%
EXCESS REVENUES OVER EXPENSES	<u>\$ 773,834.98</u>	<u>\$ 441,353.44</u>	<u>\$ (332,547.66)</u>	<u>\$ 3,987.17</u>	<u>\$ 341,862.00</u>	<u>\$ (99,491.44)</u>	
<b>ELECTRIC FUND</b>							
TOTAL REVENUES	\$ 11,198,685.31	\$ 11,194,788.51	\$ (3,896.80)	\$ 990,069.73	\$ 10,405,068.00	\$ (789,720.51)	107.59%
TOTAL EXPENSES	\$ 9,753,041.53	\$ 9,823,830.50	\$ 70,788.97	\$ 854,073.88	\$ 10,024,284.00	\$ 200,453.50	98.00%
EXCESS REVENUES OVER EXPENSES	<u>\$ 1,445,643.78</u>	<u>\$ 1,370,958.01</u>	<u>\$ (74,685.77)</u>	<u>\$ 135,995.85</u>	<u>\$ 380,784.00</u>	<u>\$ (990,174.01)</u>	

**Unaudited** Income Statement  
Through December 31, 2025  
Percent of year complete: 100%

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	Prior Year 2024 Thru 12/31/2024	Actual Thru 12/31/2025	2024/2025 Variance YTD	Current Month 12/31/2025	2025 Adopted Budget	2025 Budget Balance	% Actual compared to Budget
<b>SANITARY SEWER</b>							
TOTAL REVENUES	\$ 4,323,589.58	\$ 4,381,499.50	\$ 57,909.92	\$ 353,464.83	\$ 3,807,276.00	\$ (574,223.50)	115.08%
TOTAL EXPENSES	\$ 4,135,692.94	\$ 4,162,968.75	\$ 27,275.81	\$ 296,704.00	\$ 4,309,102.00	\$ 146,133.25	96.61%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ 187,896.64</u>	<u>\$ 218,530.75</u>	<u>\$ 30,634.11</u>	<u>\$ 56,760.83</u>	<u>\$ (501,826.00)</u>	<u>\$ (720,356.75)</u>	
<b>GOLF</b>							
TOTAL REVENUES	\$ 1,513,950.02	\$ 1,636,162.12	\$ 122,212.10	\$ 41,521.96	\$ 1,454,102.00	\$ (182,060.12)	112.52%
TOTAL EXPENSES	\$ 1,494,787.30	\$ 1,830,064.78	\$ 335,277.48	\$ 99,503.21	\$ 1,829,472.56	\$ (592.22)	100.03%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ 19,162.72</u>	<u>\$ (193,902.66)</u>	<u>\$ (213,065.38)</u>	<u>\$ (57,981.25)</u>	<u>\$ (375,370.56)</u>	<u>\$ (181,467.90)</u>	
<b>STORM SEWER</b>							
TOTAL REVENUES	\$ 573,751.52	\$ 482,698.31	\$ (91,053.21)	\$ 43,924.13	\$ 429,680.00	\$ (53,018.31)	112.34%
TOTAL EXPENSES	\$ 461,321.74	\$ 501,095.21	\$ 39,773.47	\$ 48,356.59	\$ 480,833.00	\$ (20,262.21)	104.21%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ 112,429.78</u>	<u>\$ (18,396.90)</u>	<u>\$ (130,826.68)</u>	<u>\$ (4,432.46)</u>	<u>\$ (51,153.00)</u>	<u>\$ (32,756.10)</u>	

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 BALANCE SHEET  
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GENERAL FUND

ASSETS

101-10101	CLAIM ON CASH	1,029,359.82	
101-10120	MONEY MARKET-FIRST BK & TRUST	392,007.07	
101-10121	MONEY MARKET-WELLS FARGO	25,009.10	
101-10125	4M	2,995,723.14	
101-10129	MONEY MARKET.STATE BANK - FUTU	133,752.00	
101-10201	PETTY CASH POLICE DEPT	100.00	
101-10700	TAXES RECEIVABLE-DELINQUENT	24,363.51	
101-11500	ACCOUNTS RECEIVABLE	195,218.61	
101-11501	ACCOUNTS RECEIVABLE - FLEX	2,500.03	
101-11521	BUSINESS LICENSE AR	( 3,000.00)	
101-11531	BANK CLEARING ACCT	41,363.95	
101-11535	CLEARING ACCOUNT - RURAL FIRE	2,185.11	
101-11536	CLEARING ACCOUNT-GENERAL	1,254.44	
101-11537	MISC PROPERTY MAINT	4,000.00	
101-12100	SPECIAL ASSESS. REC.-CURRENT	554.69	
101-12200	SPECIAL ASSESS. REC.-DELINQUEN	3,165.34	
101-13200	DUE FROM OTHER GOVERNMENTS	16,249.83	
101-15501	PREPAID OTHER	16,002.69	
	TOTAL ASSETS		4,879,809.33

LIABILITIES AND EQUITY

LIABILITIES

101-20210	ACCOUNTS PAYABLE	106,872.83	
101-20700	DUE TO OTHER FUNDS	( 1,668,131.26)	
101-20800	DUE TO OTHER GOVERNMENTS	564.07	
101-20801	STATE SALES TAX	( .48)	
101-20802	SC TRANSIT TAX	( 8.35)	
101-20803	LS TRANSIT TAX	( .08)	
101-21600	ACCRUED WAGES	103,895.01	
101-21701	ACCRUED FED-FICA/MED TAX	( 18.75)	
101-21703	ACCRUED PFMLA	14.33	
101-21706	INSURANCE PAYABLE	( 7,031.87)	
101-21711	ACCRUED PAYROLL INS DEDUCT	( .98)	
101-21714	ACCRUED POLICE DUES	770.00	
101-21716	HSA EMPLOYEE AMOUNTS	10,234.34	
101-21800	ESCROW - BLDG PERMITS	63,468.00	
101-22000	DEPOSITS	15,000.00	
101-22022	HOLDING FUNDS-DEVELOPERS/OTHER	2,673.00	
101-22202	DEFERRED REVENUE - ASSMNTS	4,549.11	
101-22206	DEFERRED REVENUE - AR	100.00	
101-22207	DEFERRED REVENUE - BP	29,233.15	
101-22210	DEFERRED REVENUE - TAXES	24,363.51	
	TOTAL LIABILITIES		( 1,313,454.42)

FUND EQUITY

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GENERAL FUND

101-25311	COMMITTED: ATHLETIC FIELD		143,987.00	
101-25312	ASSIGNED: RENOV/REPL PUB FAC		1,153,279.00	
101-25313	ASSIGNED: ACQ OF EQUIP & VEHIC		413,120.00	
101-25314	COMMITTED: PUB FAC INFRAS		500,000.00	
101-25315	DESIGNATED WORKING CAPITA		100,000.00	
101-25999	COMMITTED: EMERG/DIASTER		100,000.00	
	UNAPPROPRIATED FUND BALANCE:			
101-25300	UNDESIGNATED: FUND BALANCE	3,665,927.38		
	REVENUE OVER EXPENDITURES - YTD	<u>116,950.37</u>		
	BALANCE - CURRENT DATE		<u>3,782,877.75</u>	
	TOTAL FUND EQUITY			<u>6,193,263.75</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>4,879,809.33</u></u>

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ASSETS

602-10101	CLAIM ON CASH	23,331.14	
602-10106	DESIGNATED FOR MEMB REPLACEMEN	1,050,000.00	
602-10120	MONEY MARKET-FIRST BK & TRUST	579,963.92	
602-10121	MONEY MARKET-WELLS FARGO	44,609.15	
602-10125	MONEY MARKET-4M	7,119,888.80	
602-10126	MONEY MARKET-4M 2024 BOND	98,124.79	
602-11710	CUSTOMER ACCOUNTS RECEIVABLE	287,733.02	
602-12300	SPECIAL ASSESS. REC.-DEFFERED	398,213.59	
602-15696	DEFERRED OUTFLOW - OPEB	2,723.00	
602-15699	GERF DEFERRED OUTFLOWS	51,169.00	
602-16100	LAND	56,980.00	
602-16200	BUILDINGS	27,968,735.61	
602-16210	ACCUM. DEPRECIATION-BUILDINGS	( 13,056,504.78)	
602-16300	INFRASTRUCTURE	8,571,631.52	
602-16310	ACCUMULATED DEPRECIATION - INF	( 3,260,521.02)	
602-16400	EQUIPMENT	13,995,596.01	
602-16410	ACCUMULATED DEPRECIATION - EQU	( 9,554,237.78)	
602-16420	OFFICE EQUIPMENT	44,423.70	
602-16500	CONSTRUCTION-IN-PROGRESS	57,229.86	
602-16504	SCADA UPGRADE	167,587.83	
602-16505	LIFT STATION REHAB/PUMP REPLAC	64,595.00	
602-16507	CIP 2025	133,485.93	
	TOTAL ASSETS		<u><u>34,844,758.29</u></u>

LIABILITIES AND EQUITY

LIABILITIES

602-20210	ACCOUNTS PAYABLE	386,368.97	
602-20610	CP RETAINAGE PERCENTAGE	4,719.20	
602-21500	ACCRUED INTEREST	332,725.23	
602-21600	ACCRUED WAGES	18,439.21	
602-21650	ACCRUED WAGES-VAC & COMP	63,331.03	
602-21717	OPEB LIABILITY	21,328.00	
602-22000	DEPOSITS	51,644.05	
602-22296	OPEB DEFERRED INFLOW	5,796.00	
602-22299	GERF DEFERRED INFLOWS	147,060.00	
602-22500	BOND PAYABLE - CUR PORT	( .55)	
602-23100	BONDS PAYABLE	2,903,876.24	
602-23101	PFA BOND PAYABLE	20,950,000.00	
602-23400	BOND PREMIUM	286,634.27	
602-23999	GERF PENSION LIABILITY	199,362.00	
	TOTAL LIABILITIES		<u>25,371,283.65</u>

FUND EQUITY

602-25999	PRIOR PERIOD ADJUSTMENT	( 651,969.00)	
602-27200	FUND BALANCE-UNDESIGNATED	5,565,947.85	

CITY OF NEW PRAGUE  
BALANCE SHEET  
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UNAPPROPRIATED FUND BALANCE:			
602-25300 FUND BALANCE-UNDESIGNATED	4,340,965.04		
REVENUE OVER EXPENDITURES - YTD	<u>218,530.75</u>		
BALANCE - CURRENT DATE		<u>4,559,495.79</u>	
TOTAL FUND EQUITY			<u>9,473,474.64</u>
TOTAL LIABILITIES AND EQUITY			<u><u>34,844,758.29</u></u>

CITY OF NEW PRAGUE  
BALANCE SHEET  
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GOLF COURSE

ASSETS

603-10101	CLAIM ON CASH	(	52,340.37)	
603-10125	MONEY MARKET-4M		345,798.31	
603-10126	MONEY MARKET-4M 2024 BOND		22,841.87	
603-10200	PETTY CASH		2,000.00	
603-11500	ACCOUNTS RECEIVABLE - GOLF A/R		8,841.21	
603-11530	CLEARING ACCOUNT		15.97	
603-14100	MATERIAL INVENTORY		63,026.30	
603-15696	DEFERRED OUTFLOW - OPEB		1,072.00	
603-15699	GERF DEFERRED OUTFLOWS		32,718.00	
603-16150	OTHER IMPROVEMENTS (LAND)		910,289.85	
603-16160	ACCUMULATED DEPR - OTHER IMPRO	(	906,596.53)	
603-16200	BUILDINGS		1,094,511.44	
603-16210	ACCUM. DEPRECIATION-BUILDINGS	(	702,037.10)	
603-16400	EQUIPMENT		2,038,227.83	
603-16410	ACCUMULATED DEPRECIATION - EQU	(	1,244,022.81)	
	TOTAL ASSETS			1,614,345.97

LIABILITIES AND EQUITY

LIABILITIES

603-20200	ACCOUNTS PAYABLE	(	4,323.26)	
603-20210	ACCOUNTS PAYABLE		244,230.17	
603-21500	ACCRUED INTEREST		7,054.53	
603-21600	ACCRUED WAGES		10,187.36	
603-21650	ACCRUED WAGES-VAC & COMP		15,223.17	
603-21717	OPEB LIABILITY		8,398.00	
603-22000	DEPOSITS		49,341.04	
603-22001	DESIGNATED - JR GOLF FUND		20,263.52	
603-22004	DESIGNATED- GOLF MAINT. FUND		648.12	
603-22201	DEFERRED REVENUE-MEMBERSHIP DU		94,512.40	
603-22202	DEFERRED REVENUE LEAGUE		1,070.00	
603-22203	DEFERRED REVENUE-RENTALS		2,100.00	
603-22206	DEFERRED REVENUE-DAILY CART FE		2,085.00	
603-22207	DEFERRED REVENUE-PRIVATE CART		7,720.00	
603-22208	DEFERRED REVENUE-DRIVING RANGE		1,870.00	
603-22211	DEFERRED REVENUE-GIFT CERTIFIC		23,263.61	
603-22213	DEFERRED REVENUE-MEMBER CREDIT		21,543.33	
603-22296	OPEB DEFERRED INFLOW		2,282.00	
603-22299	DEFERRED (GERF) INFLOW		101,179.00	
603-22500	BOND PAYABLE - CUR PORT	(	6,125.00)	
603-23107	BOND PAYABLE-2016 EQUIPMENT		9,000.00	
603-23110	BOND PAYABLE-2022 EQUIPMENT		130,000.00	
603-23111	BOND PAYABLE-2024 EQUIPMENT		175,000.00	
603-23112	BOND PAYABLE-2025 EQUIPMENT		100,000.00	
603-23400	BOND PREMIUM		32,819.65	
603-23999	GERF PENSION LIABILITY		119,227.00	
	TOTAL LIABILITIES			1,168,569.64

FUND EQUITY

603-25999	PRIOR PERIOD ADJUSTMENT	(	117,578.00)	
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CITY OF NEW PRAGUE  
BALANCE SHEET  
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GOLF COURSE

UNAPPROPRIATED FUND BALANCE:			
603-25300 FUND BALANCE-UNDESIGNATED	757,256.99		
REVENUE OVER EXPENDITURES - YTD	( 193,902.66)		
	<hr/>		
BALANCE - CURRENT DATE		563,354.33	
		<hr/>	
TOTAL FUND EQUITY			445,776.33
			<hr/>
TOTAL LIABILITIES AND EQUITY			1,614,345.97
			<hr/> <hr/>

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

WATER

ASSETS

604-10101	CLAIM ON CASH	2,231,770.01
604-10125	MONEY MARKET-4M	1,266,552.07
604-10126	MONEY MARKET-4M 2024 BOND	108,618.52
604-10406	F.I.S.T. INVESTMENTS	902,829.11
604-10407	INVEST ALLOW-UNREALIZED LOS	( 41,666.69)
604-11500	ACCOUNTS RECEIVABLE	834.18
604-11502	ACCOUNTS RECEIVABLE - NSF	660.06
604-11525	ACCRUED REVENUE	116,182.64
604-11600	ALLOWANCE DOUBTFUL ACC'T	( 4,000.00)
604-11710	CUSTOMER ACCOUNTS RECEIVABL	142,342.41
604-12100	SPECIAL ASSESS. REC.-CURRENT	111.05
604-12300	SPECIAL ASSESS. REC.-DEFFERED	673,456.40
604-14100	MATERIAL INVENTORY	114,094.89
604-15696	DEFERRED OUTFLOW - OPEB	2,308.00
604-15699	GERF DEFERRED OUTFLOWS	33,130.00
604-16100	LAND	79,519.50
604-16200	BUILDINGS	2,454,932.92
604-16201	WELLS, PUMPS & PUMP HOUSE	2,237,990.96
604-16202	WATER TREATMENT	68,116.88
604-16203	WATER TREATMENT EQUIPMENT	1,253,269.45
604-16211	ACCUM DEPR-PRODUCTION PLANT	( 4,558,290.39)
604-16301	ELEVATED TOWER	1,988,569.68
604-16303	RESERVOIR	732,530.15
604-16304	DISTRIBUTION TO SYSTEM	8,099,391.30
604-16305	PRU VALVES	902.95
604-16306	MAIN STREET TREATMENT UPGRADE	215,848.13
604-16308	WATER METERS	1,134,853.29
604-16311	ACCUM DEPR.-TRANS-DISTRIBUTI	( 5,034,529.28)
604-16312	ACCUM. DEPR-GENERAL PLANT	( 303,391.22)
604-16314	SCADA	351,945.74
604-16401	BLDG IMPROVEMENT OFFICE	5,533.95
604-16402	DEFERRED MAINTENANCE CHARGE	24,794.02
604-16403	OFFICE FUNITURE & FIXTURES	35,536.41
604-16404	TRANSPORTATION/EQUIPMENT	264,699.45
604-16405	MISCELLANEOUS EQUIPMENT	39,308.45
604-16406	SHOP EQUIPMENT	1,417.62
604-16512	CIP 2025	201,792.15
604-16705	LEAD SERVICE LINE REPLACEMENT	17,194.65
604-16706	FILTER PALNT #3 REHAB	20,147.50
		<hr/>
	TOTAL ASSETS	14,879,306.91
		<hr/> <hr/>

LIABILITIES AND EQUITY

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

WATER

LIABILITIES

604-20210	ACCOUNTS PAYABLE		325,890.44
604-20610	CIP RETAINAGE		7,500.51
604-21503	ACCRUED INTEREST		56,455.63
604-21600	ACCRUED WAGES		13,471.39
604-21650	ACCRUED WAGES-VAC & COMP		71,103.53
604-21712	DUE WATER TESTING PROGRAM		7,270.40
604-21717	OPEB LIABILITY		18,078.00
604-22000	DEPOSITS		26,935.20
604-22296	OPEB DEFERRED INFLOW		4,913.00
604-22299	DEFERRED (GERF) INFLOW		112,639.00
604-22500	BOND PAYABLE - CUR PORT	(	.03)
604-23400	BOND PREMIUM		428,267.91
604-23511	2011 CIP		30,080.00
604-23516	2013B-REFUNDING 2005-2007		40,000.00
604-23517	CIP 2014		50,000.00
604-23518	2020A - REFUNDING		215,746.51
604-23519	CIP 2020-2021		1,760,000.00
604-23520	2021 UTILITY BUILDING		390,000.00
604-23521	CIP 2022		250,000.00
604-23522	CIP 2023		440,000.00
604-23523	CIP 2024		820,000.00
604-23999	GERF PENSION LIABILITY		168,984.00

TOTAL LIABILITIES 5,237,335.49

FUND EQUITY

604-25999	PRIOR PERIOD ADJUSTMENT	(	274,691.48)
604-26730	RESERVED FOR INVESTMENT AL	(	.40)
604-27200	FUND BALANCE-UNDESIGNATED		8,187,620.93
604-28000	INVESTED IN UTILITY PLANT		1,287,688.93

UNAPPROPRIATED FUND BALANCE:  
 REVENUE OVER EXPENDITURES - YTD 441,353.44

BALANCE - CURRENT DATE 441,353.44

TOTAL FUND EQUITY 9,641,971.42

TOTAL LIABILITIES AND EQUITY 14,879,306.91

CITY OF NEW PRAGUE  
BALANCE SHEET  
DECEMBER 31, 2025

Section 3, Item c.

ELECTRIC

ASSETS

605-10101	CLAIM ON CASH	3,643,023.63
605-10125	MONEY MARKET-4M	1,588,475.73
605-10200	PETTY CASH	300.00
605-10405	MONEY MARKET-FIRST BK & TRUST	152,149.62
605-10406	F.I.S.T. INVESTMENT	2,569,590.53
605-10407	INVEST ALLOW-UNREALIZED LOS	( 118,589.82)
605-11500	ACCOUNTS RECEIVABLE	154,258.01
605-11502	ACCOUNTS RECEIVABLE - NSF	5,478.06
605-11510	ACOUNTS RECEIVABLE - SMMPA	257,131.70
605-11525	ACCRUED REVENUE	553,245.85
605-11530	CLEARING ACCOUNT	894.22
605-11600	ALLOWANCE DOUBTFUL ACC'T	( 10,000.05)
605-11710	CUSTOMER ACCOUNTS RECEIVABL	796,397.04
605-12100	SPECIAL ASSESS. REC.-CURRENT	1,124.28
605-14100	MATERIAL INVENTORY	962,178.95
605-15501	PREPAID OTHER	1,462.60
605-15696	DEFERRED OUTFLOW - OPEB	4,870.00
605-15699	GERF DEFERRED OUTFLOWS	100,865.00
605-16100	LAND	41,647.88
605-16205	STRUCTURE & IMPROV. BLDGS	3,792,791.38
605-16206	GENERATORS	5,527,533.57
605-16211	ACCUM DEPR-PRODUCTION PLANT	( 6,910,636.50)
605-16301	TRANSMISSION STATION EQUIPMENT	601,832.72
605-16302	TRANSMISSION POLES & CONDUCTOR	87,734.24
605-16303	DISTRIBUTION STATION EQUIPMENT	832,233.96
605-16304	POLES-TOWERS-FIXTURES	204,140.34
605-16305	OVERHEAD CONDUCTORS-DEVICES	678,998.06
605-16306	UNDERGROUND CONDUCTORS-DEVICE	6,130,180.47
605-16307	LINE TRANSFORMERS	2,104,995.37
605-16308	SERVICES	432,135.18
605-16309	ELECTRIC METERS	1,079,698.15
605-16310	FIBER OPTIC	98,856.02
605-16311	ACCUM DEPR.-TRANS-DISTRIBUTI	( 8,593,275.31)
605-16312	ACCUM DEPR - GEN PLANT	( 1,809,592.75)
605-16313	LOAD MANAGEMENT	104,472.67
605-16314	SCADA	123,864.82
605-16315	STREET LIGHTS	1,719,957.76
605-16316	STRUCTURE & IMPROVEMENTS E	224,058.67
605-16403	TOOLS & WORK EQUIPMENT	237,583.03
605-16404	TRANSPORTATION/EQUIPMENT	2,005,080.19
605-16405	MISCELLANEOUS EQUIPMENT	97,109.01
605-16406	SHOP EQUIPMENT	56,994.23
605-16420	OFFICE EQUIPMENT	99,254.82
605-16505	JOB #1 (METER) LOAD CONTROL	( 9,041.53)
605-16510	JOB #2 (URD) GIS MAPPING	24,015.21
605-16512	JOB #2 (SERV) GIS MAPPING	799.20
605-16514	JOB #2 (S.L.) GIS MAPPING	586.08
605-16516	JOB #3 (POLE) NE STREET RECONS	759.92
605-16517	JOB #3 (OH) NE STREET RECONS	8,669.68
605-16518	JOB #3 (URD) NE STREET RECONS	13,463.58
605-16519	JOB #3 (TRANS) NE STREET RECON	866.56
605-16520	JOB #3 (SERV) NE STREET RECONS	539.41
605-16522	JOB #3 (S.L.) NE STREET RECONS	28,348.33
605-16525	JOB #4 (OH) FEEDER #1	696.08
605-16526	JOB #4 (URD) FEEDER #1	292,328.61
605-16527	JOB #4 (TRANS) FEEDER #1	62,435.25
605-16528	JOB #4 (SERV) FEEDER #1	114,398.93
605-16529	JOB #4 (METER) FEEDER #1	22,193.01

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

ELECTRIC

605-16530	JOB #4 (S.L.) FEEDER #1	53,756.95	
605-16531	JOB #4 (FIBER) FEEDER #1	571.96	
605-16542	JOB #6 (URD) FEEDER #4 & #6	3,960.39	
605-16543	JOB #6 (TRANS) FEEDER #4 & #6	359.80	
605-16549	JOB #7 (OH) FEEDER #8	386.54	
605-16550	JOB #7 (URD) FEEDER #8	173,799.77	
605-16551	JOB #7 (TRAN) FEEDER #8	18,921.37	
605-16552	JOB #7 (SERV) FEEDER #8	721.33	
605-16555	JOB #7 (FBR) FEEDER #8	3,045.57	
605-16558	JOB #8 (URD) INDUSTRIAL PARK	436.90	
605-16566	JOB #9 (URD) FUTURE GENERATION	234,353.51	
605-16568	JOB #9 (SERV) FUTURE GENERATIO	991,769.99	
605-16570	JOB #9 (S.L.) FUTURE GENERATIO	191.36	
605-16574	JOB #10 (URD) ONE IF BY LAND	15,932.07	
605-16575	JOB #10 (TRANS) ONE IF BY LAND	30,765.14	
605-16576	JOB #10 (SERV) ONE IF BY LAND	43.14	
605-16577	JOB #10 (METER) ONE IF BY LAND	622.08	
605-16581	JOB #11 (OH) MAYO ADDITION	110.44	
605-16582	JOB #11 (URD) MAYO ADDITION	25,424.42	
605-16583	JOB #11 (TRANS) MAYO ADDITION	34,350.27	
605-16584	JOB #11 (SERV) MAYO ADDITION	569.00	
605-16586	JOB #11 (S.L.) MAYO ADDITION	51.40	
605-16590	JOB #12 (URD) HEARTLAND CREDIT	8,148.96	
605-16591	JOB #12 (TRANS) HEARTLAND CRED	143.52	
605-16592	JOB #12 (SERV) HEARTLAND CREDI	640.98	
605-16593	JOB #12 (METER) HEARTLAND CRED	463.00	
605-16599	JOB #13 (TRANS) BEVCOMM	190.94	
605-16605	JOB #14 (OH) POLICE STATION	171.08	
605-16606	JOB #14 (URD) POLICE STATION	7,708.59	
605-16607	JOB #14 (TRANS) POLICE STATION	3,859.69	
605-16614	JOB #15 (URD)	177.25	
605-16615	JOB #15 (TRANS)	114.48	
605-16616	JOB #15 (SERV)	214.50	
605-16622	JOB #16 (URD) GREAT RIVER ENER	8,509.93	
605-16623	JOB #16 (TRANS) GREAT RIVER EN	26,167.28	
605-16624	JOB #16 (SERV) GREAT RIVER ENE	737.54	
605-16625	JOB #16 (METER) GREAT RIVER EN	1,537.38	
	TOTAL ASSETS		21,840,490.17
	LIABILITIES AND EQUITY		

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

ELECTRIC

LIABILITIES

605-20200	ACCOUNTS PAYABLE-SMMPA		531,179.01
605-20202	AP REFUSE	(	.04)
605-20204	AP OTHER		386,574.45
605-20210	ACCOUNTS PAYABLE		54,154.52
605-21600	ACCRUED WAGES		42,661.99
605-21650	ACCRUED WAGES-VAC & COMP		155,477.59
605-21717	OPEB LIABILITY		38,143.00
605-22000	DEPOSITS		104,915.83
605-22001	ENERGY ASSISTANCE CONTRACTS		6,350.00
605-22022	HOLDING FUNDS-DEPOSITS		950.00
605-22296	OPEB DEFERRED INFLOW		10,366.00
605-22299	DEFERRED (GERF) INFLOW		342,924.00
605-23999	GERF PENSION LIABILITY		514,464.00
			<hr/>
	TOTAL LIABILITIES		2,188,160.35

FUND EQUITY

605-25999	PRIOR PERIOD ADJUSTMENT	(	890,763.35)
605-26300	CONTRIBUTED CAPITAL	(	.19)
605-26720	RESERVED FOR BONDS		321,700.00
605-27200	FUND BALANCE-UNDESIGNATED		14,426,601.09
605-28000	INVESTED IN UTILITY PLANT		4,423,834.26
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD		1,370,958.01
			<hr/>
	BALANCE - CURRENT DATE		1,370,958.01
			<hr/>
	TOTAL FUND EQUITY		19,652,329.82
			<hr/>
	TOTAL LIABILITIES AND EQUITY		21,840,490.17
			<hr/> <hr/>

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

STORM WATER UTILITY

ASSETS

606-10101	CLAIM ON CASH	700,018.69	
606-10120	MONEY MARKET-FIRST BK & TRUST	63,605.56	
606-10125	MONEY MARKET-4M	1,119,212.33	
606-10126	MONEY MARKET-4M 2024 BOND	58,110.25	
606-11710	CUSTOMER ACCOUNTS RECEIVABLE	36,042.65	
606-15696	DEFERRED OUTFLOW - OPEB	398.00	
606-15699	GERF DEFERRED OUTFLOWS	7,488.00	
606-16300	INFRASTRUCTURE	8,777,601.44	
606-16310	ACCUMULATED DEPRECIATION - INF	( 4,558,338.26)	
606-16400	EQUIPMENT	29,295.57	
606-16410	ACC. DEP. - EQUIPMENT	( 25,984.70)	
606-16423	CIP 2025	81,705.66	
TOTAL ASSETS			6,289,155.19

LIABILITIES AND EQUITY

LIABILITIES

606-20210	ACCOUNTS PAYABLE	161,027.52	
606-20610	CP RETAINAGE PERCENTAGE	2,891.53	
606-21500	ACCRUED INTEREST	30,270.66	
606-21600	ACCRUED WAGES	2,155.00	
606-21717	OPEB LIABILITY	3,114.00	
606-22296	OPEB DEFERRED INFLOW	846.00	
606-22299	GERF DEFERRED INFLOWS	21,520.00	
606-23100	BONDS PAYABLE	1,998,014.44	
606-23400	BOND PREMIUM	197,351.33	
606-23999	GERF PENSION LIABILITY	29,175.00	
TOTAL LIABILITIES			2,446,365.48

FUND EQUITY

606-25999	PRIOR PERIOD ADJUSTMENT	( 36,253.00)	
UNAPPROPRIATED FUND BALANCE:			
606-25300	FUND BALANCE-UNDESIGNATED	3,897,439.61	
	REVENUE OVER EXPENDITURES - YTD	( 18,396.90)	
BALANCE - CURRENT DATE			3,879,042.71
TOTAL FUND EQUITY			3,842,789.71
TOTAL LIABILITIES AND EQUITY			6,289,155.19

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

AMBULANCE

<u>ASSETS</u>			
651-10101	CLAIM ON CASH	68,591.87	
651-10120	MONEY MARKET-FIRST BK & TRUST	13,004.50	
651-10121	MONEY MARKET-WELLS FARGO	416.28	
651-10125	MONEY MARKET-4M	121,865.60	
651-10127	MONEY MARKET.STATE BANK - 1206	5,653.43	
		<hr/>	
	TOTAL ASSETS		<u>209,531.68</u>
 <u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
651-20210	ACCOUNTS PAYABLE	551.22	
651-22200	DEFERRED REVENUE	1,280.10	
		<hr/>	
	TOTAL LIABILITIES		1,831.32
 <u>FUND EQUITY</u>			
651-27200	FUND BALANCE-UNDESIGNATED	162,640.15	
	UNAPPROPRIATED FUND BALANCE:		
651-25300	FUND BALANCE-UNDESIGNATED	36,849.60	
	REVENUE OVER EXPENDITURES - YTD	8,210.61	
		<hr/>	
	BALANCE - CURRENT DATE	45,060.21	
		<hr/>	
	TOTAL FUND EQUITY		<u>207,700.36</u>
			<hr/>
	TOTAL LIABILITIES AND EQUITY		<u>209,531.68</u>

CITY OF NEW PRAGUE  
 BALANCE SHEET  
 DECEMBER 31, 2025

Section 3, Item c.

EDA

ASSETS

680-10101	CLAIM ON CASH	216,292.30	
680-10120	MONEY MARKET-FIRST BK & TRUST	25,808.41	
680-10125	MONEY MARKET-4M	265,988.88	
680-13200	DUE FROM OTHER GOVERNMENTS	197.65	
		<hr/>	
	TOTAL ASSETS		<u>508,287.24</u>

LIABILITIES AND EQUITY

LIABILITIES

680-20210	ACCOUNTS PAYABLE	8,915.94	
680-21600	ACCRUED WAGES	1,227.67	
		<hr/>	
	TOTAL LIABILITIES		10,143.61

FUND EQUITY

680-27200	FUND BALANCE-UNDESIGNATED	602,744.97	
	UNAPPROPRIATED FUND BALANCE:		
680-25300	FUND BALANCE-UNDESIGNATED	( 127,183.27)	
	REVENUE OVER EXPENDITURES - YTD	22,581.93	
		<hr/>	
	BALANCE - CURRENT DATE	( 104,601.34)	
	TOTAL FUND EQUITY		<u>498,143.63</u>
	TOTAL LIABILITIES AND EQUITY		<u>508,287.24</u>

CITY OF NEW PRAGUE  
BALANCE SHEET  
DECEMBER 31, 2025

Section 3, Item c.

EDA-INDUSTRIAL PARK

<u>ASSETS</u>			
681-10101	CLAIM ON CASH	72,112.75	
681-10120	MONEY MARKET-FIRST BK & TRUST	12,905.45	
681-10125	MONEY MARKET-4M	117,394.06	
681-16100	LAND	453,940.38	
		<hr/>	
	TOTAL ASSETS		656,352.64
			<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
681-25300	FUND BALANCE	652,060.71	
	REVENUE OVER EXPENDITURES - YTD	4,291.93	
		<hr/>	
	BALANCE - CURRENT DATE	656,352.64	
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	TOTAL FUND EQUITY		656,352.64
			<hr/>
	TOTAL LIABILITIES AND EQUITY		656,352.64
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118 Central Avenue North, New Prague, MN 56071  
phone: 952-758-4401 fax: 952-758-1149

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**SUBJECT:** 1-4 DAY TEMPORARY ON-SALE LIQUOR LICENSE FOR ANGELS AMONG US  
**DATE:** FEBRUARY 3, 2026

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Attached is an application for a 1-4 Day Temporary On-Sale Liquor License from Angels Among Us, requesting permission to serve alcoholic beverages at a fundraiser taking place on April 18, 2026, at St. Wenceslaus, located at 215 Main Street East, New Prague.

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

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

**Recommendation**

Staff recommends approval of the application and issuing a 1-4 Day Temporary On-Sale Liquor License to Angels Among Us for a fundraiser on April 18, 2026.



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

Section 3, Item d.

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

Name of organization	Date of organization	Tax exempt number
Angels Among Us	4-26-2012	45-5041922

Organization Address (No PO Boxes)	City	State	Zip Code
14301 Parkside Court NW	Prior Lake	Minnesota	55372

Name of person making application	Business phone	Home phone
Deneen Stutzka		612-232-0899

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
4-18-2026	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Religious	<input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Deneen Stutzka	Prior Lake	Minnesota	55372

Organization officer's name	City	State	Zip Code
Steph Simon	Lonsdale	Minnesota	55046

Organization officer's name	City	State	Zip Code
Laurie Preston	Faribault	Minnesota	55021

Location where permit will be used. If an outdoor area, describe.  
 Gym/PAC Center at St. Wenc Catholic Church, 215 Main Street, New Prague, MN 56071

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 Catholic Mutual Group. \$1 Million

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official \_\_\_\_\_ Signature City Clerk or County Official \_\_\_\_\_

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**  
**No Temp Applications faxed or mailed. Only emailed.**  
**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**



# CERTIFICATE OF LIABILITY INSURANCE

Section 3, Item d.

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

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

<b>PRODUCER</b> K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	<b>CONTACT NAME:</b> E&A Diocese <b>PHONE (A/C, No, Ext):</b> 800-553-8368 <b>FAX (A/C, No):</b> 1-260-459-5624 <b>E-MAIL ADDRESS:</b> diocese@kandkinsurance.com	
	<b>PRODUCER CUSTOMER ID:</b>	
<b>INSURED</b> 4007051  Catholic Mutual Relief Society Tenant Users & Vendors 10843 Old Mill Rd. Suite 300 Omaha, NE 68154 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A:</b> Markel Insurance Company      38970	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2000714805      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> liquor liability \$1mil/\$1mil  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		M1FWC000000614200	07/01/25 12:01AM	07/01/26 12:01 AM	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence)      \$500,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$1,000,000 PRODUCTS - COMP/OP AGG      \$1,000,000 LEGAL LIAB TO PARTICIPANTS      \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE(Per accident)
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below      Y / N <input type="checkbox"/>		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Event: Bean Bag Tournament & silent auction      Event Date(s): 4/18/26      Location: St Wenceslaus  
Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> City of New Prague 118 Central Ave N New Prague, MN 56071	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas  
ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD



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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** MATTHEW RYNDA, PUBLIC WORKS DIRECTOR  
**SUBJECT:** PURCHASE OF 2 TON PICK UP  
**DATE:** FEBRUARY 5, 2026

---

This truck would be replacing a 2016 F550 truck and would be used to plow streets, salt streets and haul gravel/woodchips.

**Cost Comparison**

Below is a list of dealers and brands available through state contract and local dealer pricing.

<u>Cab and Chassis</u>	<u>Brand</u>	<u>Total Cost</u>
Jeff Belzers	2026 Ford 550	\$60,274.07
Midway Ford	2026 Ford 550	\$60,769.53
 <u>Box and Plow Equipment</u>		<u>Total Cost</u>
Crysteel Truck Equipment		\$34,298.00
MacQueen Equipment		\$54,239.14

**Summary of Staff Review:**

Currently, the Public Works Department budgeted \$108,000.00 for a new 2-ton dump truck and plow equipment. Staff looked at a few companies that would fit what we are looking for. We currently use Crysteel Equipment. We currently only have a Ford 550 cab/chassis and have had good luck with them.

**Recommendation**

It is the recommendation of staff that the City Council authorize the purchase of the F550 Truck from Jeff Belzers and the Box/Plow Equipment from Crysteel Truck Equipment for a total cost of \$94,572.07. The 2016 F550 truck will be moved to the Parks Department and replace a 2013 F150 that we will sell online.



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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** EVAN C. GARIEPY, PLANNER  
**SUBJECT:** LARGE ASSEMBLY PERMIT: 2026 EASTER EGG HUNT IN SOUTHSIDE PARK  
**DATE:** FEBRUARY 11<sup>TH</sup>, 2026

---

At the February 10<sup>th</sup> Park Board meeting, a large assembly permit was presented for an Easter Egg Hunt in Southside Park. The applicant, Bring the Light Electric, LLC, has hosted an easter egg hunt annually for the past few years for children and families. They are applying to host this at Southside Park on April 4<sup>th</sup> from 7:00am-11:00am.

They estimate having approximately 250-300 people, as they have in the past. The event is geared towards children aged 0-10. They will have a speaker system to announce the beginning and end of the egg hunt. There will be no live entertainment, street closures, fencing, alcohol sale, or music. They also requested a single portable restroom for the event.

The Park Board made a unanimous motion of 5-0 to recommend approval of the event to City Council, with the following conditions:

1. The City of New Prague shall be named as additional insured for the event since it is taking place in Southside Park and shall also be provided a copy of the Certificate of Insurance. The City shall be held harmless for any injuries or damages occurring during the event.
2. All of Southside Park shall be reserved for the event from 6:00am to 12:00pm on April 4<sup>th</sup>, 2026.
3. Bring the Light Electric shall provide notification of the event and associated activities to residential properties adjacent to Southside Park at least one week prior to the event.
4. The City will provide one portable restroom at Southside Park during the event.

**Staff Recommendation**

Approve the Large Assembly Permit for the Easter Egg Hunt on April 4<sup>th</sup>, 2026, at Southside Park with the conditions listed.



**APPLICATION**

**LICENSE TO PERMIT LARGE ASSEMBLY**

City of New Prague, 118 Central Ave. N., New Prague, MN 56071

952-758-4401

**APPLICANT MUST SUBMIT COMPLETED APPLICATION A MINIMUM OF 60 DAYS PRIOR TO EVENT.**

Circle which large assembly permit (over 250 people) you are applying for:

Level A – New Event - \$150 (single/mult. days, street closures, alcohol, fencing, live entertainment)

Level A – Repeat Event - \$75 (street closures, alcohol sales, fencing, live entertainment, repeat event)

Level B – New/Repeat Event - \$50 (single/multiple days, sidewalk use, live entertainment with PA)

Level C – New/Repeat Event - \$30 (single day, park area, no live entertainment)

Name of Organization

Bring The Light Electric

Contact Person(1) Alex Buresh

Phone (612) 866-1859

Contact Person(2) Jeff Buresh

Phone (952) 210-3904

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Applicant's Address

705 main St. E New Prague mn 56071  
Street City State Zip

Email

alexandriaburesh@gmail.com

Name and Address of Person(s) Responsible for Payment of Bills:

Alex Buresh 705 main St. E New Prague mn 56071  
Name Street Address City State Zip

I, Alex Buresh hereby make application on behalf of Bring The Light Electric LLC  
 Corporation  Partnership  Society, Group or Association  Other

to the City of New Prague for a license to permit the lawful assembly of over 250 persons on the following described property:

Southside Park

The nature and purpose of the assembly will be as follows:

Annual Easter Egg Hunt

I am also applying for permission for road closure and agree to notify all affected property and business owners.

If the event is held in the downtown area, I agree to notify all liquor establishments to prohibit the use of glass containers. (Only plastic or aluminum containers will be allowed.)

The assembly will be held on the 4<sup>th</sup> day of April, 2026.

between the hours of 7:00  AM/PM and 11:00  AM/PM.

The maximum number of persons I will permit to attend are — persons. The maximum number of event tickets to be sold, if applicable —.

OUTDOOR MUSIC. Will there be outdoor music?  Yes  No

If yes, please describe:

\_\_\_\_\_

Outdoor music: Start Time \_\_\_\_\_ A.M. P.M.  
(circle one)

END TIME \_\_\_\_\_ A.M. P.M.  
(circle one)

**Applicant is required to answer all questions.**

1. List all activities planned for this event.

Annual Easter Egg Hunt for children (ages 0-10 yrs):  
split into 3 groups

2. Submit layout of activities, parking, sanitation, and music.

3. Certificate of liability insurance coverage provided by the contractor/vendor/supplier of certain activities is required, with the City of New Prague named as "Additional Insured" with respect to general liability for the event.

(Example: circus, carnivals, entertainment, races, contests, etc). List name of Vendor/Insured party.

Bring the Light Electric

4. General liability insurance coverage required for the event. List your agent and contact information.

Brett Holbrook 952-283-0823

5. Explain the location and placement of fencing and/or barricades.

none

6. Explain plans for providing toilet and lavatory, or portable sanitation. Include site location and quantity including ADA accessible units.

requesting for one portable toilet to be up prior to event.

7. Explain plans for refuse collection and disposal of waste material: (Number of dumpsters/waste receptacles and location.

none

8. Public Safety – Police Officers. Arrangements for police officers at the event must be made prior to the event by contacting the New Prague Police Chief at 952-758-4401. List agreed upon arrangements (number of officers and hours of service.)

none needed.

9. For outdoor music, sound systems, describe location, equipment, hours of music, etc. (Note: Music is not allowed past 10PM).

Speakers with single microphone to announce when to start and thank you at the end. NO music!

10. Sales of food/beverages and products. Explain vending of food and/or product sales. (Applicant must inform concessionaires who will be allowed to operate on the grounds to obtain a transient merchant permit from the City of New Prague at least 10 days prior to the event and any temporary liquor licenses must also be obtained as necessary. All necessary food handling permits must also be obtained.)

N/A

11. Contact Information. List cell phone numbers of the event organizers in case of an emergency, and whether they will be on-site during the event.

Alex Buresh 612-860-1859  
Jeff Buresh 952-210-3904      both will be on site during time of event

12. Animals - Will there be animals associated with your event? Yes  No

If Yes, give details, such as type and number of animals, time frame, plan for waste disposal.

\_\_\_\_\_

13. Notification Requirements: Applicant is required to notify the following of the event.

- a. Contact North Memorial Ambulance. .
- b. Contact New Prague Fire Chief.
- c. All vendors at the event must obtain an approved peddlers permit from the City at least seven (7) days before the event.
- d. If event is held in the downtown area, notify the liquor establishments of the requirement to prohibit the use of glass bottles or beverage containers.

By checking this box, applicant agrees to comply with the required notification.

14. Explain plans for supplying potable water, including the source, amount available, and location of outlets.

none needed

15. Explain plans to provide for medical facilities, including the location and the construction of a medical structure, the names and addresses and hours of availability of physicians and nurses, and provisions for emergency ambulance services.

N/A

16. Explain plans for fire protection (ie – contacted the Fire Chief, etc.).

N/A

17. Explain plans or camping facilities, if any, including facilities available and their location:

N/A

18. Explain plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway assess and parking lots. A layout may be required.

Southside parking lot and surrounding side streets

19. Explain plans, if any, to illuminate the location of the assembly, including the source and amount of power and the location of lights.

N/A

20. Explain plans for area traffic control for egress from and exit onto public roads and highways.

21. If your organization has obtained a Large Assembly Permit last year, will there be any changes for your event this year? No changes. Yes. If Yes, please describe the changes and new activities.

22. Will there be any additional special requests or activities for this event that have not been addressed in this permit application? No Yes. If yes, please provide details.

**Mandatory requirements:**

1. Certificate of liability insurance for general liability required.
2. Certificate of liability insurance by the contractor/vendor required for activities with the City of New Prague listed as the "Additional Insured."
3. All food vendors must obtain Peddler's Permit from the City of New Prague.
4. Applicant must pay the City for Police Officers as determined by City and/or Police Chief.
5. Applicant must provide portable restrooms. Minimum quantity 1, with more as determined by city staff.
6. Applicant must provide refuse hauling services for the event.
7. Applicant must install barricades and remove barricades.
8. Applicant is responsible for picking up litter from the streets and sidewalks immediately after the event.
9. If the event is held in the downtown area, applicant must notify all liquor establishments to prohibit the use of glass containers during the event. (Only plastic or aluminum containers allowed.)
10. If applicant seeks a city road closure in conjunction with event, applicant must obtain a Road Closure Permit from the City and pay applicable fees.
11. The hours of outdoor music are limited to 7am to 10pm.

Additional requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

I, Alex Buresh being duly sworn upon oath, hereby make application for a license to permit a large assembly in the City of New Prague, Minnesota.

Applicant knows the contents of this application and supporting affidavits and that the statements herein are true of his/her own knowledge, save as to such as are herein stated information and belief, and as to those, he/she believes them to be true.

APPLICANT:

[Handwritten Signature]

01/19/2020

06/26/1995

Signature

Date

Date of Birth

OWNER OF RECORD of the above-described property, if different than applicant, must grant permission to hold an assembly of 250 or more persons by signing this form.

PROPERTY OWNER: (If different than applicant).

\_\_\_\_\_  
Signature      Date      Date of Birth

FOR OFFICE USE ONLY

APPROVAL OF THE LARGE ASSEMBLY PERMIT

Approved by the New Prague City Council on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Administrator

Reviewed by Public Works Director

Reviewed by Police Chief

Copy mailed to applicant on \_\_\_\_\_.



# Lynn Lembcke Consulting

[llemckeconsulting@outlook.com](mailto:llemckeconsulting@outlook.com)  
20901 Jenkins Way, Lakeville, MN 55044  
(952) 451-4566

February 5, 2026

This letter serves as an Agreement between the New Prague Police Department and Lynn Lembcke Consulting for an audit of portable recording system data to confirm New Prague Police Department's compliance with Minn. Stat. §§ 13.825 and 626.8473 regarding Body Worn Cameras (BWCs).

The audit will consist of determining that:

1. A written policy governing BWC use is maintained and in accordance with Minn. Stat. §§ 626.8473;
2. Access and sharing of the data collected by BWC's in in accordance with statutes;
3. The data collected by BWCs are appropriately classified;
4. The data collected by BWCs are appropriately retained and destroyed in accordance with statutes;
5. A record is maintained and available to the public identifying the total number of devices owned or maintained; a daily record of the total number of recording devices actually deployed and used by officers; the policies and procedures for use of the BWCs required by section 626.8473; and the total amount of recorded audio and video data collected and maintained, the retention schedule and the procedures for destruction of the data;
6. Records are maintained showing the date and time BWC data were collected and the applicable classification of the data;
7. The data collected by BWCs is accessible to data subjects; and
8. Data stored by a vendor in the cloud protects the data in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy.

New Prague Police Department agrees to provide Lynn Lembcke Consulting with access to information/documentation necessary to determine compliance with audit requirements.

Lynn Lembcke Consulting will provide New Prague Police Department with a written report upon completion of the audit. Documentation collected by Lynn Lembcke Consulting will be retained for a period of seven years after issuance of the report.

New Prague Police Department agrees to a fee of \$1,000.00 for the audit. The fee will be payable upon completion of the final audit report.

By signing below, you agree to the terms of this Agreement.

Sincerely,

*Lynn Lembcke*

Lynn Lembcke

/ll

\_\_\_\_\_  
Josh Tetzlaff, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chuck Nickolay, Mayor

\_\_\_\_\_  
Date

# Lynn Lembcke Consulting

[llembckeconsulting@outlook.com](mailto:llembckeconsulting@outlook.com)

20901 Jenkins Way, Lakeville, MN 55044  
(952) 451-4566

February 5, 2026

This letter serves as a Letter of Agreement between the New Prague Police Department and Lynn Lembcke Consulting for an audit of automated license plate reader system data to confirm New Prague Police Department's compliance with Minn. Stat. §§ 13.824 regarding Automated License Plate Readers (ALPRs).

The audit will consist of determining that:

1. The agency maintains a written policy governing ALPR use;
2. Records are maintained showing the date and time ALPR data were collected and are appropriately classified;
3. ALPR data collected is limited to the data authorized by statute;
4. How ALPR data are used;
5. The data collected by ALPRs are destroyed as required by statute;
6. Access to and sharing of the data collected by ALPRs is in accordance with statutes;
7. The agency maintains a public log in accordance with statute;
8. Procedures are in place to assure data accuracy and protection;
9. Audit trails record all actions taken with ALPR data.

If items come to my attention that contradict the New Prague Police Department's compliance with Minn. Stat. §§ 13.824 regarding ALPRs, those items will be disclosed in my report.

New Prague Police Department agrees to provide Lynn Lembcke Consulting with access to information/documentation necessary to determine compliance with audit requirements.

Lynn Lembcke Consulting will provide New Prague Police Department with a written report upon completion of the audit. Documentation collected by Lynn Lembcke Consulting will be retained for a period of seven years after issuance of the report.

New Prague Police Department agrees to a fee of \$1,000.00 for the audit. An invoice will be submitted following completion of the final report.

Thank you for the opportunity to provide this service to the New Prague Police Department.

By signing below, you agree to the terms of this Agreement.

Sincerely,

*Lynn Lembcke*

Lynn Lembcke

/ll

\_\_\_\_\_  
Josh Tetzlaff, City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chuck Nickolay, Mayor

\_\_\_\_\_  
Date



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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**CC:** JOSHUA M TETZLAFF, CITY ADMINISTRATOR  
**FROM:** MATT RYNDA, PUBLIC WORKS DIRECTOR  
**SUBJECT:** HIRE CHRISTOPHER SLAVIK FOR STREET/PARKS POSITION  
**DATE:** FEBRUARY 10, 2026

---

On January 14, 2026, we advertised for the street/parks position in the New Prague Times and the Times Extra for two (2) weeks each. We also advertised in several related organizations that offer free employment sites to their members. We received 25 applications and after reviewing all applications, we interviewed 8 candidates.

Based on the application and interviews review process, staff recommend that Christopher Slavik be hired for the Street/Parks position with an effective start date of Tuesday March 9, 2026, and that his wage be placed at Pay Grade 2 Step 5 on the City’s Compensation Plan at \$31.90/hr.

**Recommendation**

Mayor and Council approval of the hiring of Christopher Slavik to the Street/Parks Department per the recommendations listed above.



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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROBIN PIKAL, FINANCE DIRECTOR  
**SUBJECT:** PAY EQUITY REPORT  
**DATE:** FEBRUARY 10, 2026

---

The following pay equity explanation is provided from the League of Minnesota Cities:

*Minnesota is one of the few states with a pay equity law, the Local Government Pay Equity Act (LGPEA). The theory behind pay equity is that women tend to hold jobs that are underpaid. Pay equity means that the criteria employers use to set wages must be sex-neutral.*

*The LGPEA requires local governments to analyze their employee pay structure for evidence of gender inequity and file a report with the State of Minnesota Local Government Pay Equity Coordinator every three years. The report must show the city has achieved the required level of pay equity.*

*To file this report, the city must purchase or develop a job evaluation system that assigns points to each job classification (for example, police officer, maintenance worker, administrative assistant, etc.) based on categories like responsibility level, working conditions, and skills required. Once the points are assigned, the employer establishes a pay system that generally pays higher salaries to the people in job classifications with higher points.*

*One of the key components of pay equity is ensuring that a job classification that is primarily made up of female employees is paid at least as much or more than a job class made up primarily of male employees with lower points.*

The Compliance Report prepared for 2025 data is included on the following page and the City of New Prague’s submission is found to be compliant. Additionally, an explanation of the report criteria is also included following the Compliance Report.

**Recommendation:** Council approves the 2025 Pay Equity Report.

# Compliance Report

Jurisdiction: New Prague  
 118 Central Avenue North  
  
 New Prague, MN 56071

Report Year: 2026  
 Case: 1 - 2025 Data (Private (Jur Only))

Contact: Robin Pikal Phone: (952) 758-1133 E-Mail: rpikal@ci.new-prague.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results. For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	26	9	0	35
# Employees	42	11	0	53
Avg. Max Monthly Pay per employee	8656.88	7365.66		8388.89

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 83.07693 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	14	4
b. # Below Predicted Pay	12	5
c. TOTAL	26	9
d. % Below Predicted Pay (b divided by c = d)	46.15	55.56

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 51	Value of T = 0.082
------------------------------	--------------------

- a. Avg. diff. in pay from predicted pay for male jobs = 41
- b. Avg. diff. in pay from predicted pay for female jobs = 26

## III. SALARY RANGE TEST = 97.36 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 10.38
- B. Avg. # of years to max salary for female jobs = 10.67

## IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP = 7.69 \*
  - B. % of female classes receiving ESP = 11.11
- \*(If 20% or less, test result will be 0.00)

# **Guide to Understanding Pay Equity Compliance**

Pay Equity Office  
Minnesota Management & Budget  
400 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155

[Local Government Pay Equity Webpage](#)

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Method Used for Predicted Pay Calculation.....	8
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Salary Range Test .....	16
Exceptional Service Pay Test.....	17

## Guide to Understanding Pay Equity Compliance

This booklet gives a general overview of how data from the local government reports is analyzed and how the tests for compliance are conducted. Complete details of compliance requirements are in Minnesota Rules Chapter 3920.

This booklet also describes the computer software developed by MMB. This software calculates several of the tests for compliance and the reports produced by the software are explained on pages three through five.

## Tests for Compliance

1. **Completeness and Accuracy Test** - determines whether jurisdictions have filed reports on time, included correct data and supplied all required information.
2. **Statistical Analysis Test** - described on pages three through five, compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). MMB has developed software that calculates the results for this test. This test is generally applied to larger jurisdictions. For smaller jurisdictions, the alternative analysis is used.
3. **Alternative Analysis Test** - described on pages 14 through 17, compares salary data to determine if female classes are paid below male classes even though the female classes have similar or greater work value (job points). The software is not used for this test.
4. **Salary Range Test** - described on page 18, compares the average number of years it takes for individuals to move through salary ranges established for female classes compared to male classes. This test only applies to jurisdictions that have a system where there is an established number of years to move through salary ranges.
5. **Exceptional Service Pay Test** - described on page 19, compares how often individuals in male classes receive longevity or performance pay above the normal salary range compared to how often individuals in female classes receive this type of pay. This test applies only to jurisdictions that have a system that includes exceptional service pay.

## Determining Whether the Alternative or Statistical Analysis Will Be Used

### 1. Alternative analysis - jurisdiction has:

- Three or fewer male classes.

NOTE: Jurisdictions with three or fewer male classes may want to skip over the information on pages two through seven describing the statistical analysis and computer reports.

### 2. Statistical analysis - jurisdiction has:

- Six or more male classes and at least one class with an established salary range, or
- Four or five male classes and an underpayment ratio of 80% or more. May or may not have classes with an established salary range.

### 3. Start in statistical analysis but go to alternative analysis - jurisdiction has:

- Four or five male classes and an underpayment ratio below 80%, or
- An underpayment ratio below 80%, six or more male classes, but no classes with a salary range.

## Explanation of Computer Reports

Information contained in the next few pages is intended to explain the three reports produced by the Pay Equity Management System Software. Look at the sample reports as you read the following explanations. Each numbered explanation corresponds to a shaded number on the examples on pages three, five and six. For informational purposes, a sample of a graph produced with the Pay Equity Analysis software is shown on page seven.

# Compliance Report

Pay Equity Implementation Report data. Parts II, III and IV of the Compliance Report give test results. For more detail on each test, refer to [Minnesota Rules Chapter 3920](#).

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from the

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	8	4	2	14
# Employees	14	4	24	42
Avg. Max Monthly Pay Per Employee	1,537.22	1,796.87		1,656.86

## II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 150.0\* 4

	Male Classes	Female Classes
a. # At or above Predicted Pay	5	3
b. # Below Predicted Pay	3	1
c. TOTAL	8	4
d. % Below Predicted Pay (b divided by c = d)	37.50 5	25.00 6

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 16	Value of T = -3.732	7
a. Avg. diff. in pay from predicted pay for male jobs	= \$2	8
b. Avg. diff. in pay from predicted pay for female jobs	= \$75	9

III. SALARY RANGE TEST = 105.71% 10 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 5.29
- B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 50.00% 11 (Result is B divided by A)

- A. % of male classes receiving ESP 50.00\*
- B. % of female classes receiving ESP 25.00

\*(If 20% or less, test result will be 0.00.)

## Compliance Report

Explanations below correspond to shaded numbers on page three.

1. **Average Maximum Monthly Salary for Employees in Male Classes**
2. **Average Maximum Monthly Salary for Employees in Female Classes**
3. **Overall Average Maximum Monthly Salary for an Employee**
4. **Underpayment Ratio**

The minimum requirement to pass the statistical analysis test is an underpayment ratio of 80%. The underpayment ratio is calculated by dividing the percentage of male classes below predicted pay (item five) by the percentage of female classes below predicted pay (item six). In the example on page three,  $37.5 \div 25 = 150\%$ . Jurisdictions with an underpayment ratio below 80% can improve their score by increasing salaries for female classes to at or above predicted pay. More details regarding predicted pay are on pages six through 13.

If the underpayment ratio is less than 80%, a jurisdiction may still pass the statistical analysis test if the t-test results (explained in item 7) are not statistically significant. The t-test measures the average dollar difference from predicted pay for male and female classes.

5. **Percentage of Male Classes Below Predicted Pay**

This percentage is calculated by dividing the number of male classes below predicted pay by the overall total of male classes. In the example on page three, the total of male classes is eight, and three fall below predicted pay. Therefore,  $3 \div 8 = 37.50\%$ .

6. **Percentage of Female Classes Below Predicted Pay**

This percentage is calculated by dividing the number of female classes below predicted pay by the overall total of female classes. In the example on page three, the total of female classes is four and one of those falls below predicted pay. Therefore,  $1 \div 4 = 25\%$ .

7. **T-Test & Degrees of Freedom**

These numbers are used only for jurisdictions with an underpayment ratio below 80%, at least six male classes and at least one class with a salary range. If the underpayment ratio is 80% or more, these numbers are not used nor are they used for jurisdictions in the alternative analysis.

These numbers show the average dollar amount that males and females are from predicted pay and answer the question: Are females paid less than males on average and, is the underpayment of females statistically significant?

To determine if these numbers show statistical significance, they must be checked against the table on page five. Find the DF number in the “Degrees of Freedom” column and then look across for the “Value of T.” If the “value of t” on the compliance report is less than the “value of t” on the table, it means that either there is no underpayment of female classes or that the underpayment is not statistically significant. If the t-test number is the same or more than the “value of t” on the table, the underpayment for female classes is statistically significant and the jurisdiction would not pass the test.

Salary increases for female classes sufficient to eliminate statistical significance would allow a jurisdiction to pass the statistical analysis test even with an underpayment ratio below 80%.

In the example on page three, t-test results would not be used because the underpayment ratio is above 80%, but let's assume we needed to check these results. First, we would find 16 in the DF column

and then look across to find the value of t at 1.746. Since our t-test number is -3.732, well below the value of t on the table, these results would show that on average, females are not underpaid compared to males.

<b>T-Test Table (5% Significance)</b>					
<b><u>DF</u></b>	<b><u>Value of t</u></b>	<b><u>DF</u></b>	<b><u>Value of t</u></b>	<b><u>DF</u></b>	<b><u>Value of t</u></b>
1	6.314	12	1.782	23	1.714
2	2.920	13	1.771	24	1.711
3	2.353	14	1.761	25	1.708
4	2.132	15	1.753	26	1.706
5	2.015	<b>16</b>	<b>1.746</b>	27	1.703
6	1.943	17	1.740	28	1.701
7	1.895	18	1.734	29	1.699
8	1.860	19	1.729	30	1.697
9	1.833	20	1.725	40	1.684
10	1.812	21	1.721	60	1.671
11	1.796	22	1.717	120	1.658
				Infinity	1.645

While the entire method for calculating t-test results cannot be explained here, it is a commonly accepted mathematical technique for measuring statistical significance. The formula is fairly complex, but basically it factors in predicted pay, the dollar difference from predicted pay and the number of employees. The DF number is the total number of employees in male or female dominated classes only, minus two.

by reducing the number of years it takes for female classes to reach maximum salaries, increasing the number of years for males to reach maximum salaries, or some combination of both. A result of 0% would mean that either there are no male classes with an established number of years to move through a salary range, no female classes with an established number of years to move through a salary range, or both. A description of how the salary range test is calculated is on page 18.

**8. Average Dollar Amount Male Classes are Above or Below Predicted Pay**

In the example on page three, the maximum monthly salary for male classes, on average, is \$2 above predicted pay.

**9. Average Dollar Amount Female Classes are Above or Below Predicted Pay**

In the example on page three, the maximum monthly salary for female classes, on average, is \$75 above predicted pay.

**10. Salary Range Test**

This number must be either 0% or 80% or more to pass this test. In the example on page three, 105.71% is passing. Jurisdictions not passing this test can pass it

**11. Exceptional Service Pay Test**

This number must be either 0% or 80% or more to pass this test. In the example on page three, 50% is not passing. Jurisdictions not passing this test can pass it by either increasing the number of female classes that receive exceptional service pay, decreasing the number of male classes that receive exceptional service pay, or some combination of both. A result of 0% could mean that fewer than 20% of male classes receive exceptional service pay or that no female classes receive exceptional service pay. A description of how the exceptional service pay test is calculated is on page 19.

## Statistical Analysis

Explanations correspond to shaded numbers below.

This report can be printed after the results are computed. The predicted pay and pay difference columns are helpful in analyzing the cost of adjusting the salary for any given class.

### 1. Predicted Pay

The most simplistic definition of predicted pay is that it is the average pay of male classes at any given point value. Predicted pay is calculated by averaging the maximum monthly salaries for male classes in the jurisdiction. It is the standard for comparing how males and females are compensated. Predicted pay is a mirror, or reflection, of the current compensation practice within a jurisdiction for male classes, but is not necessarily the salary that "should" be paid at any particular point level. Specific details of the method used to calculate predicted pay is explained in pages eight through 13. The graph on page seven shows a "predicted pay line" and how male and female classes scatter around that line. Predicted pay amounts are determined only from the jurisdiction itself, not from any external factors or salaries.

### 2. Pay Difference

Shows the dollar amount that maximum monthly salaries fall above or below predicted pay. If a jurisdiction does not pass the statistical test and needs to increase salaries for female classes, either to reach an underpayment ratio of 80% or eliminate the statistical significance of the t-test, this information is useful in calculating the cost. For example, the cost to increase the female class of "stage manager" to predicted pay would be \$6.20 per month.

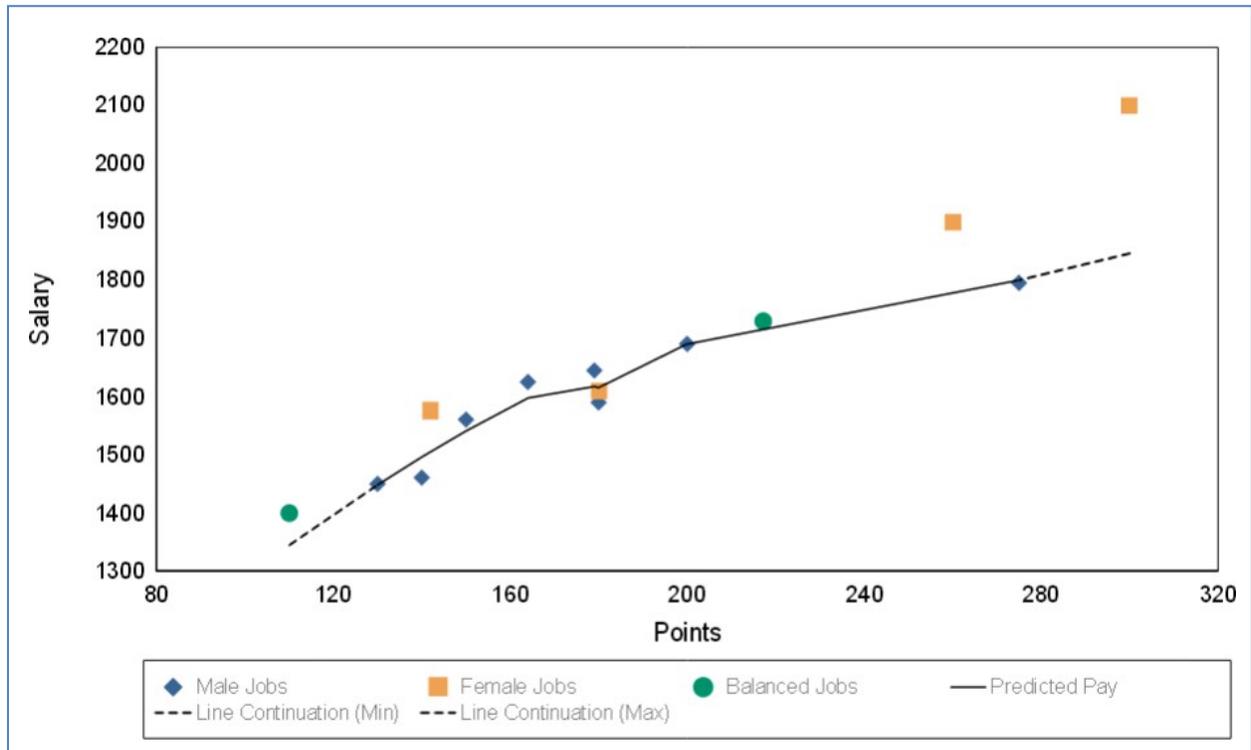
1
2

Predicted Pay Report for Stageville Theater First Step To Broadway!  
Case : 2011

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Box Office	1	1	2	Balanced	110	\$1,400.41	\$1,344.82	\$55.59
2	Stage Crew	6	1	7	Male	130	\$1,460.26	\$1,447.15	\$3.11
3	Props Chief	1	0	1	Male	140	\$1,460.94	\$1,495.59	(\$34.65)
4	Costume Designer	0	1	1	Female	142	\$1,575.89	\$1,505.17	\$70.72
5	Set Tech.	1	0	1	Male	150	\$1,560.75	\$1,540.12	\$20.63
6	Lighting Tech.	1	0	1	Male	164	\$1,625.50	\$1,598.54	\$26.96
7	Effects Eng.	1	0	1	Male	179	\$1,645.22	\$1,617.17	\$28.05
8	Stage Manager	0	1	1	Female	180	\$1,610.30	\$1,616.50	(\$6.20)
9	Writer	1	0	1	Male	180	\$1,590.19	\$1,616.50	(\$26.31)
10	Marketing Director	1	0	1	Male	200	\$1,690.85	\$1,689.43	\$1.42
11	Actor/Actress	10	12	22	Balanced	217	\$1,730.85	\$1,748.34	(\$17.49)
13	Producer	0	1	1	Female	260	\$1,900.00	\$1,773.81	\$126.19
12	Director	1	0	1	Male	275	\$1,795.76	\$1,800.99	(\$5.23)
14	General Manager	0	1	1	Female	300	\$2,100.67	\$1,846.29	\$254.38

Job Number Count: 14

### Predicted Pay Graph



### Job Class Data Entry List Report

Shows the data that has been entered for computation. This report should be carefully reviewed before computing the results. If any errors are found, they must be corrected before computing results.

#### Job Class Data Entry Verification List

Stageville Theater First Step To Broadway!  
LGID 1

Case: 2011

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Box Office	1	1	B	110	\$1,200.00	\$1,400.41	4.00	0.00	
2	Stage Crew	6	1	M	130	\$1,250.00	\$1,450.26	5.00	0.00	Longevity
3	Props Chief	1	0	M	140	\$1,260.00	\$1,460.94	5.00	0.00	Longevity
4	Costume Designer	0	1	F	142	\$1,375.00	\$1,575.89	5.00	0.00	
5	Set Tech.	1	0	M	150	\$1,360.00	\$1,560.75	5.00	0.00	Longevity
6	Lighting Tech.	1	0	M	164	\$1,400.00	\$1,625.50	6.00	0.00	Longevity
7	Effects Eng.	1	0	M	179	\$1,425.00	\$1,645.22	6.00	0.00	
8	Stage Manager	0	1	F	180	\$1,425.00	\$1,610.30	5.00	0.00	Longevity
9	Writer	1	0	M	180	\$1,400.00	\$1,590.19	6.00	0.00	
10	Marketing Director	1	0	M	200	\$1,490.00	\$1,690.85	4.00	0.00	
11	Actor/Actress	10	12	B	217	\$1,500.00	\$1,730.85	4.00	0.00	Performance
13	Producer	0	1	F	260	\$1,700.00	\$1,900.00	0.00	1.00	
12	Director	1	0	M	275	\$1,600.00	\$1,795.76	0.00	3.00	
14	General Manager	0	1	F	300	\$1,800.00	\$2,100.67	0.00	5.00	

Job Number Count: 14

## Method Used for Predicted Pay Calculation in the Statistical Analysis

The following explanation is a general description of how predicted pay is calculated but does not include all details of the formula in [Minnesota Rules Chapter 3920](#).

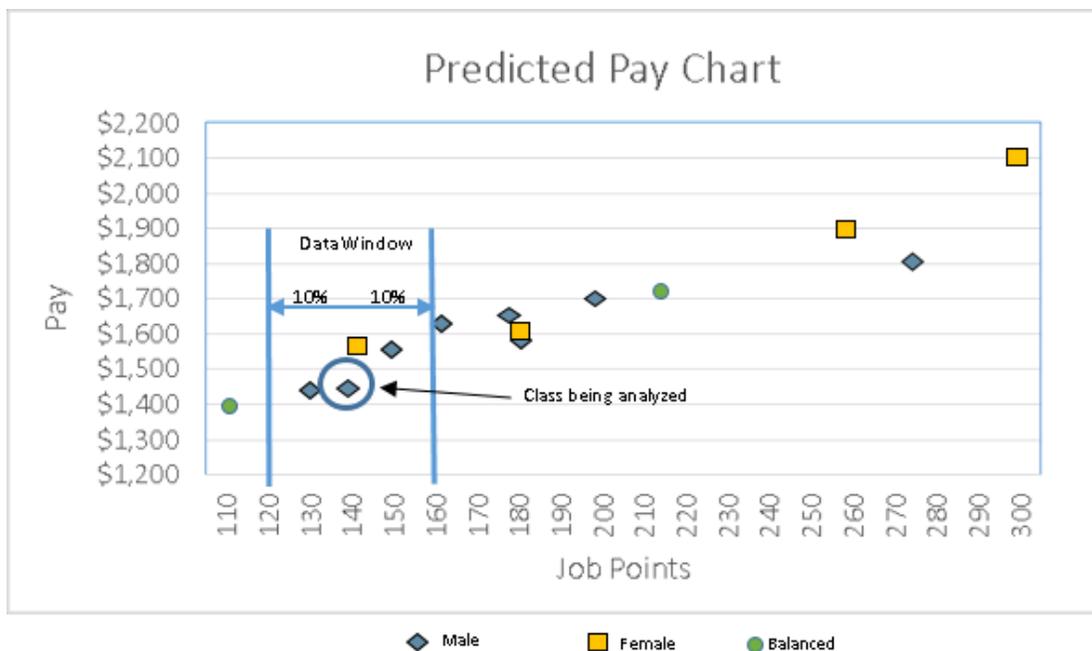
### Basis of the Statistical Analysis

The definition in the Local Government Pay Equity Act for equitable compensation relationship says “...compensation for female-dominated classes is not consistently below the compensation for male-dominated classes of comparable value...”

The formula for the statistical analysis is based on three concepts found in the above definition: comparable value, male compensation and consistently below.

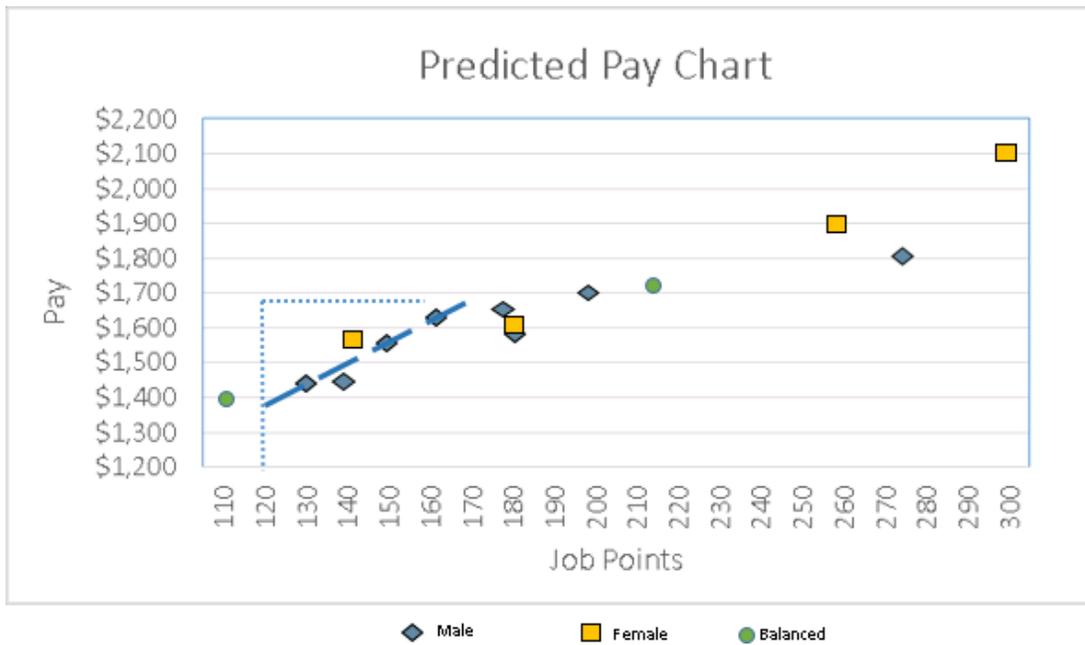
#### I. Defining “Comparable Value”

Except for classes in the lower and upper 10% of the point range, comparable value is defined by drawing a 20% window around the job class being analyzed. Each window extends 10% of the range of points on each side of the class. In the example, there is a range of 200 points from lowest to highest, so 10% would be 20 points. Each window must have at least three male classes (two of which have different points) and must include at least 20% of all male classes in the jurisdiction. If this criteria is not met, the window will expand at 5% increments on either side until the required number of male classes are included. The drawing below shows one window for one class.

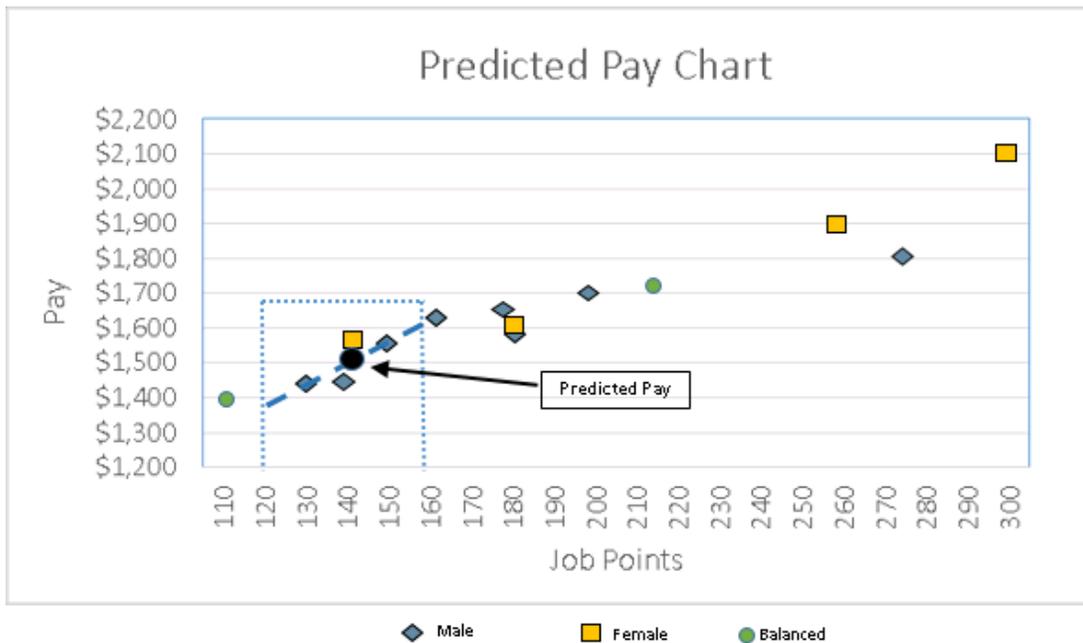


## II. Defining “Male Compensation” or “Predicted Pay”

- A. The first step in defining male compensation is to draw a "mini" regression line through the male classes in the window.

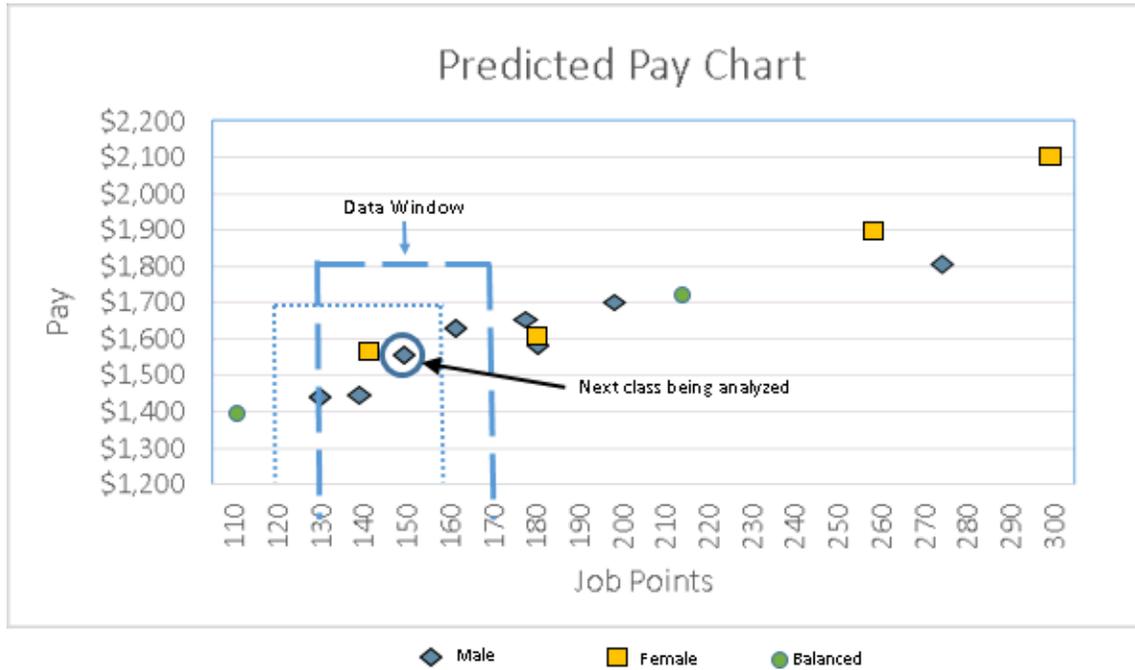


- B. The second step in defining male compensation is to look at the class being analyzed and the same point on the mini regression line. This point is called predicted pay.

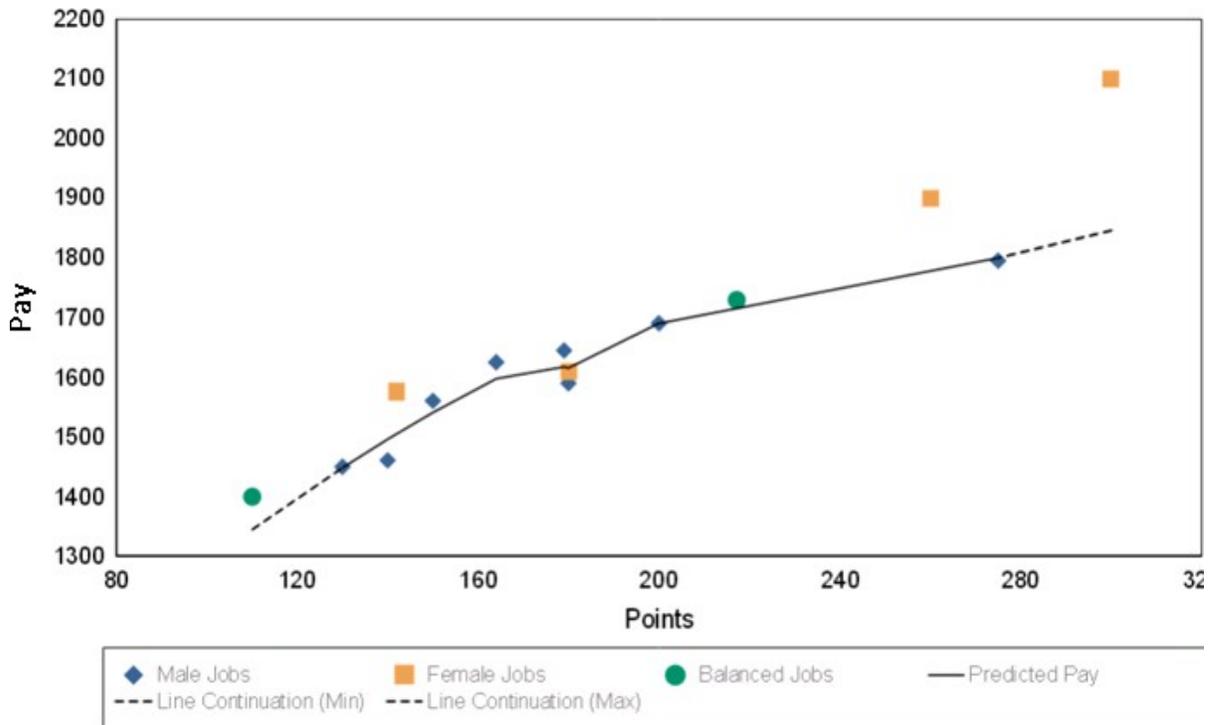


### III. Defining “Consistently Below”

- A. A determination is made as to whether the class being analyzed falls above or below predicted pay. In the example, the female class being analyzed is above predicted pay.
- B. A new window is drawn when the next class is analyzed. This continues until all classes have been analyzed.



C. When all the classes have been analyzed, a predicted pay line is drawn.



D. The tabulation of the number of male and female classes above and below the predicted pay line is made.

For example:

F above	=	3	M above	=	5
F below	=	1	M below	=	3
Total	=	4	Total	=	8

E. The percentage of male and female classes below predicted pay is calculated by dividing the number of classes below by the total number of classes in each group.

Female classes:	$1 \div 4$	=	25.00%
Male classes:	$3 \div 8$	=	37.50%

F. The percentage of male classes below predicted pay is divided by the percentage of female classes below predicted pay. This produces the “underpayment ratio.”

$$37.50\% \div 25.00\% = 150.00\%$$

G. An underpayment ratio below 80% shows that female classes are compensated “consistently below” male classes of comparable value. If the underpayment ratio is below 80%, further analysis is done to determine if the underpayment of females is statistically significant. Using the t-test, a determination is made whether or not the dollar difference is statistically significant. Details of the t-test can be found on page four.

## Alternative Analysis Test

The minimum requirement to pass this test is that:

- a. there is no compensation disadvantage for at least 80% of female classes compared to male classes; or,
- b. compensation differences can be accounted for by years of service or performance.

On the next few pages the four possibilities that exist for inequities or a compensation disadvantage are described.

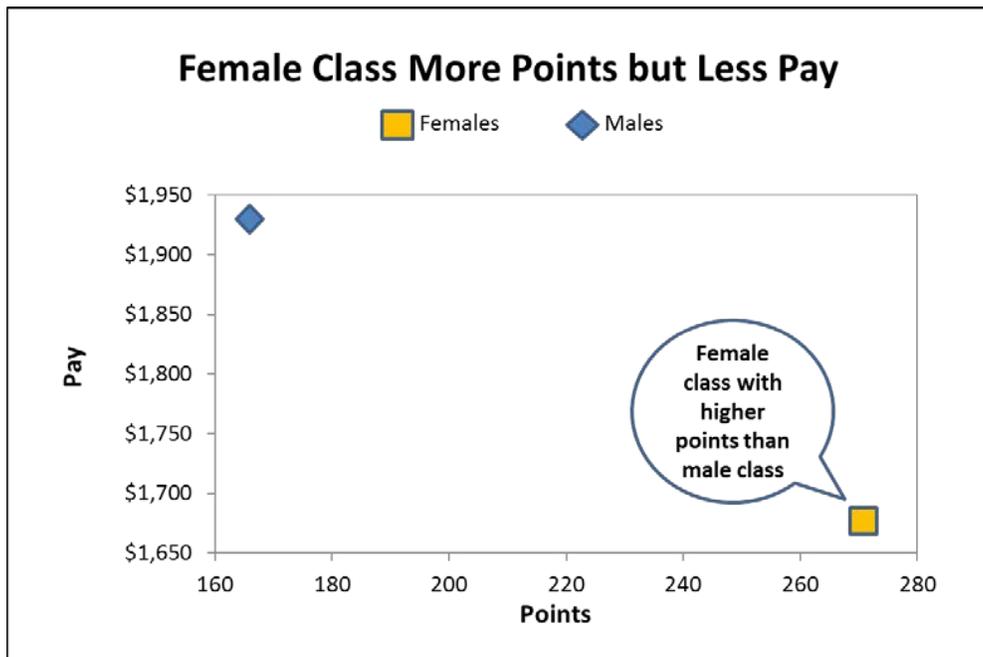
### 1. A female class with higher points has less compensation than a male class with lower points.

**Example:** In this case, the female job class of city clerk has more points but less pay than the male job class of maintenance supervisor.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$1665
Maint. Sup.	M	171	\$1925

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to that of the male class.

Graph illustrating inequity for female job class.



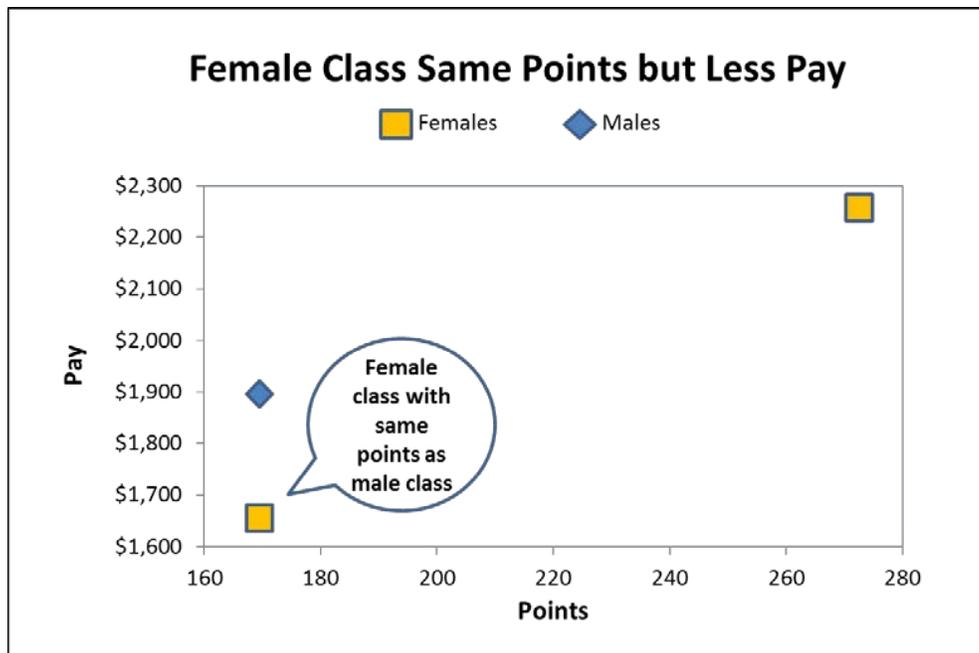
2. A female class has the same points as a male class but less compensation.

**Example:** In this case, the female job class of secretary and the male job class of maintenance have the same points but the secretary receives less pay.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2265
Maintenance	M	171	\$1900
Secretary	F	171	\$1630

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to the male class.

Graph illustrating inequity for female job class.



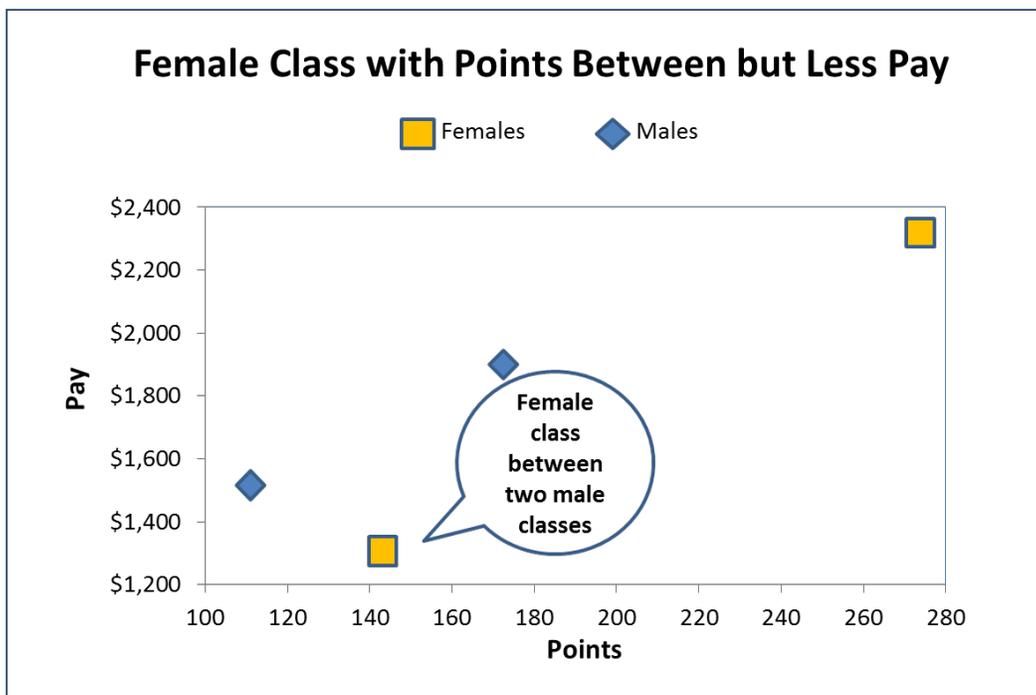
**3. A female class has points between two male classes but compensation is not between or above the two male classes.**

**Example:** In this case, the female job class of receptionist has points between two male classes but receives less pay than either of them.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2370
Maintenance	M	171	\$1900
Receptionist	F	141	\$1250
Custodian	M	111	\$1500

The minimum requirement to correct this inequity is that the female class must have a salary somewhere between the two male classes.

Graph illustrating inequity for female job class.



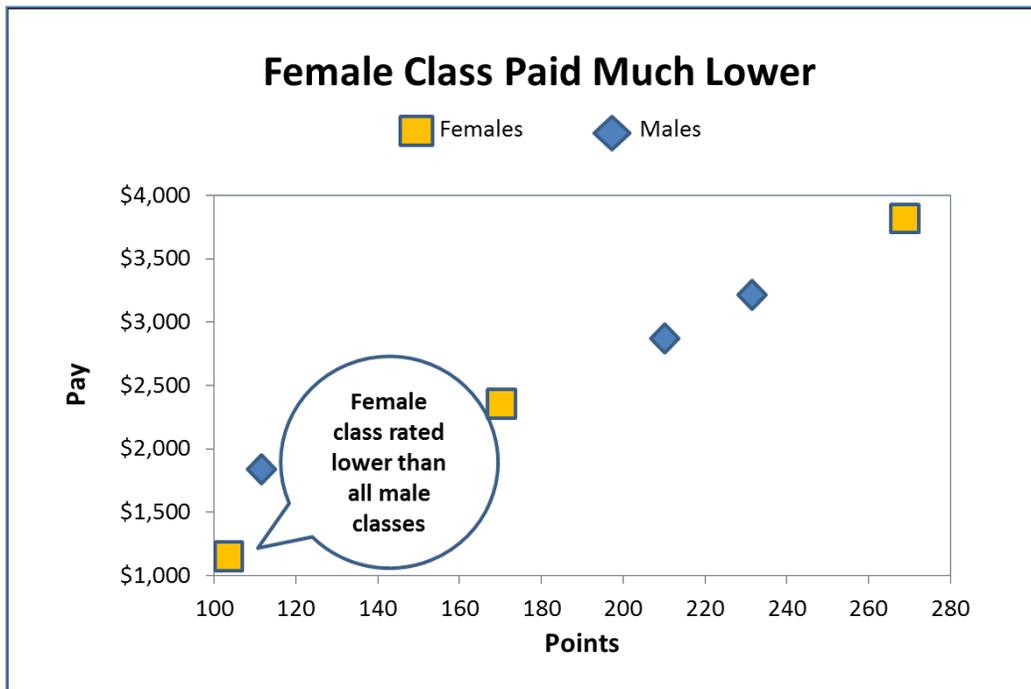
**4. A female class, rated lower than all male classes, is not compensated as reasonably proportionate to points as other classes.**

**Example:** In this case, the retail clerk has a salary of \$700 per month below the custodian but only six fewer points. For all other job classes where there is a salary difference, there is a larger difference in points. For example, the maintenance supervisor’s salary is \$300/month less than the police officer and there is a difference of 23 points.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk/Admin	F	275	\$3800
Police Officer	M	236	\$3200
Maintenance Sup	M	213	\$2900
Admin. Sec.	F	173	\$2400
Custodian	M	111	\$1800
Retail Clerk	F	105	\$1100

While some difference in salary is acceptable due to the point difference, the salary for the retail clerk with 105 points must be much closer to the salary for the custodian with 111 points. When there is a question regarding the salary for female class or classes rated lower than all male classes, the judgment is made on a case-by-case basis, and the main considerations are the relationship of points and pay between other classes in the jurisdiction and past history of pay relationships that were previously in compliance. In this case, the minimum requirement to correct this inequity would be that the salary for the retail clerk would be approximately \$1,650/month.

Graph illustrating inequity for female class.



## Salary Range Test

This is an example to show how the salary range test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. Information is recorded for male or female classes only, not balanced classes. The information for this example is taken from the Data Entry List Report on page seven.

JURISDICTION: Stageville Theatre

### Step 1

Look at the “years to max” column and identify male classes with an established number of years to move through a salary range.

Title	Years to Max
Stage Crew	5
Props Chief	5
Set Tech	5
Lighting Tech	6
Effects Tech	6
Writer	6
<u>Marketing Director</u>	<u>4</u>
7 <i>total classes</i>	37 <i>total years</i>

### Step 2

Calculate the average years to reach maximum salary for male classes:

A. Total years from Step 1	37	
B. Total classes from Step 1	<u>7</u>	
C. Divide 2A by 2B	$37 \div 7 =$	5.28 <i>average years to max</i>

### Step 3

Look at the “years to max” column and identify female classes with an established number of years to move through a salary range.

Title	Years to Max
Costume Designer	5
<u>Stage Manager</u>	<u>5</u>
2 <i>total classes</i>	10 <i>total years</i>

### Step 4

Calculate the average years to reach maximum salary for female classes:

A. Total years from Step 3	10	
B. Total classes from Step 3	<u>2</u>	
C. Divide 4A by 4B	$10 \div 2 =$	5 <i>average years to max</i>

### Step 5

Divide 2C by 4C and multiply by 100.       $5.28 \div 5 = 1.05 \times 100 = 105\%$

Enter this result in Part C of the Pay Equity Implementation Report.

## Exceptional Service Pay Test

This is an example to show how the exceptional service pay test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. The information for this example is taken from the Data Entry List Report on page seven. Information is recorded for male or female classes only, not balanced classes.

### Step 1

---

**Look at the “exceptional service pay” column and calculate the percentage of male classes receiving exceptional service pay.**

- A. Total number of male classes where an employee receives exceptional service pay. 4
- B. Total number of male classes in the jurisdiction. 8
- C. Divide 1A by 1B and multiply by 100.  $4 \div 8 = .50 \times 100 = 50\%$

**If result of 1C is 20% or less, stop here and check appropriate box in Part D of report form.**

**If result is more than 20%, go on to Step 2.**

### Step 2

---

**Look at the “exceptional service pay” column and calculate the percentage of female classes receiving exceptional service pay.**

- A. Total number of female classes where an employee receives exceptional service pay. 1
- B. Total number of female classes. 4
- C. Divide 2A by 2B and multiply by 100.  $1 \div 4 = .25 \times 100 = 25\%$

### Step 3

---

**Calculate the ratio of female/male classes receiving exceptional service pay.**

Divide 2C by 1C and multiply by 100.  $.25 \div .50 = .50 \times 100 = 50\%$



Building a Better World  
for All of Us®

# MEMORANDUM

TO: MAYOR AND CITY COUNCIL  
JOSHUA TETZLAFF, CITY ADMINISTRATOR

CC: MATT RYNDA, PUBLIC WORKS DIRECTOR

FROM: CHRIS KNUTSON, PE (Lic. MN)

DATE: FEBRUARY 10, 2026

RE: 2026 STREET AND UTILITY IMPROVEMENT PROJECT  
RESOLUTION: REQUESTING ADVANCEMENT OF MUNICIPAL STATE AID STREET  
CONSTRUCTION FUNDS  
SEH No. NEWPR 188030

## ADVANCEMENT OF FUNDS

The 2026 Street Improvement Project primarily includes pavement rehabilitation of 10<sup>th</sup> Avenue SE, which is located on the Municipal State Aid System (MSAS). As an MSAS route, New Prague can utilize construction funding from MnDOT State Aid toward its improvement. The City currently receives approximately \$410,000 per year toward its construction fund balance, which is managed by MnDOT and dispersed as projects are built. This year’s construction project will be the third consecutive year that State Aid funding has been used toward the street improvement project, which has significantly drawn down its balance. During the Feasibility phase of this project, the total funding to come from State Aid was estimated at \$881,000. As this exceeds the current balance in the City’s construction fund (\$479,683.06), it is recommended that the City request an advancement of State Aid funds to cover the additional funding. This advancement would be paid back using future allocations of State Aid funding. This request would not affect annual State Aid funding that is allocated toward maintenance (approximately \$135,000 per year).

As noted above, the estimated funding State Aid for the 2026 project is \$881,000. It is recommended that the City request \$950,000 of funding for this project to provide additional contingency. Remaining funds not encumbered by the Project will be released back to MnDOT, decreasing the City’s repayment from future allotments. It is also possible that if grant funding is received from the Local Road Improvement Program, that the amount needed from the MSAS construction fund will be reduced. To complete this advancement request, a resolution is required from City Council.

## STAFF/ENGINEER RECOMMENDATION

Staff and SEH recommend that the City Council approve the attached Resolution REQUESTING ADVANCEMENT OF MUNICIPAL STATE AID STREET CONSTRUCTION FUNDS for the 2026 Street and Utility Improvement Project.

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

**CITY OF NEW PRAGUE  
RESOLUTION #CC-26-02-17-01**

**REQUESTING ADVANCEMENT OF MUNICIPAL STATE AID STREET CONSTRUCTION FUNDS**

**WHEREAS**, the Municipality of New Prague is planning to implement a Municipal State Aid Street Project in 2026 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

**WHEREAS**, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

**WHEREAS**, the advance is based on the following determination of estimated expenditures:

Account Balance as of date: February 9, 2026	\$479,683.06
Less Estimated Disbursements	
Project # 237-112-003	\$950,000
Bond Principle	\$0
Project Finals	\$0
Other	\$0
<b>Total Estimated Disbursements</b>	<b>\$950,000</b>
<hr/> Advance Amount (amount in excess of account balance)	<hr/> <b>\$470,316.94</b>

**WHEREAS**, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

**WHEREAS**, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

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

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

That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of New Prague in an amount up to \$470,316.94. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Adopted by the council this 17th day of February, 2026.

I HEREBY CERTIFY that the above is a true and correct copy of a resolution presented to and adopted by the Municipality of New Prague, Counties of Scott and Le Sueur, State of Minnesota, at a duly authorized Municipal Council Meeting held in the Municipality of New Prague, Minnesota on the 17th day of February 2026, as disclosed by the records of said Municipality on file and of record in the office.

\_\_\_\_\_  
Charles Nickolay  
Mayor

ATTEST:

\_\_\_\_\_  
Joshua M. Tetzlaff  
City Administrator



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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** EVAN C. GARIEPY, PLANNER  
**SUBJECT:** SET PUBLIC HEARING DATE AND INTRODUCE ORDINANCE FOR VACATION OF CERTAIN EASEMENTS IN THE PLAT OF NEW PRAGUE BUSINESS PARK 11TH ADDITION, AS PROPOSED BY THE NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY  
**DATE:** FEBRUARY 9TH, 2026

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The New Prague Economic Development Authority (EDA) is in the process of selling the final two plots of land in the City’s Industrial Park to Aventus Investments, LLC. Aventus Investments wishes to combine the two parcels of land to build a single 50,000 square foot multi-tenant industrial flex building. The proposed vacation of the easement between the two lots for purchase is contingent on the sale of the lot to Aventus Investments. Minor subdivisions (to combine lots) do not automatically vacate the easement between the two properties; therefore, an easement vacation is required.

A public hearing needs to be scheduled before the vacation can be approved to gather input from utility companies and affected properties. Staff recommends holding this public hearing on Monday, March 16<sup>th</sup>, 2026. A public notice would be published in the Thursday February 26<sup>th</sup>, 2026 and Thursday March 5<sup>th</sup>, 2026 New Prague Times. The proposed ordinance approving the vacation is also attached so that the introduction to this ordinance can be completed at tonight’s meeting to allow for possible adoption of the ordinance following the public hearing on March 16<sup>th</sup>.

**Staff Recommendation**

Staff recommends approval of the attached resolution setting the public hearing date for Monday, March 16<sup>th</sup>, 2026. Staff also recommends that the Council introduce the attached ordinance at tonight’s meeting.



**ORDINANCE #358**

**AN ORDINANCE  
VACATING CERTAIN EASEMENTS IN THE PLAT OF NEW PRAGUE BUSINESS  
PARK 11TH ADDITION**

**WHEREAS**, the New Prague City Council previously passed Resolution #\_\_\_\_\_ noting the City of New Prague’s interest in vacating certain drainage and utility easements as identified in the resolution and the exhibit to the resolution, pursuant to Section 12.06 of the New Prague City Charter, legally described as follows:

The 5’ drainage and utility easement adjacent to the west line of Lot 4, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

The 5’ drainage and utility easement adjacent to the east line of Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

And as depicted on the attached Exhibit A.

(with such easements hereinafter referred to as the “Property”); and

**WHEREAS**, a public hearing to consider the vacation of the Property was held on the 16<sup>th</sup> day of March, 2026, before the City Council in the City Hall located at 118 Central Avenue North, New Prague, Minnesota, after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 18<sup>th</sup> day of February and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

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

**WHEREAS**, the Council in its discretion has determined that the vacation of the Property will benefit the public interest because the Property will no longer be used for easement purposes as the property is being combined and a structure will be constructed over the area.

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

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

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

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

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

The 5’ drainage and utility easement adjacent to the west line of Lot 4, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

The 5’ drainage and utility easement adjacent to the east line of Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

And as depicted on the attached Exhibit A.

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

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

The 5’ drainage and utility easement adjacent to the west line of Lot 4, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

The 5’ drainage and utility easement adjacent to the east line of Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

And as depicted on the attached Exhibit A.

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

**SECTION 2.** This ordinance shall take effect and be in force upon its publication, in accordance with Section 3.13 of the City Charter, and pending approval of the lot combination and sale of Lots 4 and 5, Block 2, New Prague Business Park 11<sup>th</sup> Addition to Aventus Investments, LLC.

Introduced to the City Council of the City of New Prague, Minnesota, the 17<sup>th</sup> day of February, 2026.

Adopted by the Council this 16<sup>th</sup> day of March, 2026.

EFFECTIVE DATE: Immediately upon its publication in the March 26<sup>th</sup>, 2026 New Prague Times, pending the lot combination and sale of Lots 4 and 5, Block 2, New Prague Business Park 11<sup>th</sup> Addition, to Aventus Investments, LLC.

\_\_\_\_\_  
Charles L. Nickolay, Mayor

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

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

\_\_\_\_\_  
Notary Public

ATTEST: \_\_\_\_\_  
Joshua M. Tetzlaff, City Administrator

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

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

\_\_\_\_\_  
Notary Public

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



**RESOLUTION #CC-26-02-17-02**

**SETTING A PUBLIC HEARING TO VACATE CERTAIN EASEMENTS IN THE PLAT OF NEW PRAGUE BUSINESS PARK 11TH ADDITION**

WHEREAS, the City Council pursuant to Section 12.06 of the City Charter desires to consider the vacation of easements as described:

The 5’ drainage and utility easement adjacent to the west line of Lot 4, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

The 5’ drainage and utility easement adjacent to the east line of Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>th</sup> ADDITION, Scott County, Minnesota.

And as depicted on the attached Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEW PRAGUE, SCOTT AND LE SUEUR COUNTIES, MINNESOTA:

1. The City Council will consider the vacation of those drainage and utility easements as identified in this resolution and on the attached exhibit and a public hearing shall be held on such proposed vacation on the 16<sup>th</sup> day of March, 2026, before the City Council in the City Hall located at 118 Central Ave. N., New Prague, Minnesota at 6:00 p.m. or shortly thereafter.
2. The City Clerk is hereby directed to give published, posted, and mailed notice of such hearing as required by law.

Passed by the City Council on this 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Charles L. Nickolay, Mayor

ATTEST: \_\_\_\_\_  
Joshua M. Tetzlaff, City Administrator





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

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** BRUCE REIMERS, GENERAL MANAGER / ROBIN PIKAL, FINANCE DIRECTOR  
**SUBJECT:** RESOLUTION BY THE CITY AUTHORIZING THE EXERCISE OF THE POWERS OF A MUNICIPAL POWER AGENCY, INCLUDING THE ISSUANCE OF BONDS UNDER MINNESOTA STATUTES, CHAPTER 453 FOR THE CONSTRUCTION OF POWER GENERATION FACILITIES AND RELATED GENERATION EQUIPMENT FOR THE WEST ENERGY STATION (WES)

**DATE:** FEBRUARY 9, 2026

In April of 2025 the City Council authorized the New Prague Utilities Commission to move forward with the construction of a new generation facility. This facility is a joint opportunity with SMMPA, New Prague’s wholesale power provider. This project aligned with New Prague Utilities need for additional generation to meet the capacity requirement of the local utility, but to also provide needed generation to be available to the grid under a 20 year capacity contract with SMMPA.

As the New Prague Utilities Commission nears the start of construction of WES and the installation of generation equipment in the spring of 2026, we have also started the process of working with our municipal advisor (Ehlers) and bond counsel (Kutak Rock) to prepare for the bonding that will be needed for project funding.

Project bonds will be issued under Minnesota Statutes, Chapter 453, which authorizes a municipal power agency (defined as a separate political subdivision and municipal corporation created by agreement between or among two or more cities or existing municipal power agencies) to issue bonds, notes or other obligations to finance projects like the project in New Prague. Under Minn. Stat. Sec. 453.58, subd. 1, “[a] city may by resolution of its governing body exercise any of the powers granted in sections 453.51 to 453.62 to a municipal power agency upon fulfillment of the conditions provided in sections 453.51 to 453.62” and publication of such resolution. The resolution declares the City’s intent to exercise the powers granted in sections 453.51 to 453.62 to a municipal power agency (including but not limited to issuing bonds to finance facilities for the generation and distribution of electric energy (which includes the new generation facility)) and directs publication of the resolution in the official newspaper of the City.

**Recommendation**

Staff recommends approval of Resolution #CC-26-02-17-03 – Authorizing the City of New Prague to Exercise the Powers of a Municipal Power Agency.

**CITY OF NEW PRAGUE**

**RESOLUTION #CC-26-02-17-03**

**RESOLUTION AUTHORIZING THE CITY OF NEW PRAGUE TO EXERCISE THE POWERS OF A MUNICIPAL POWER AGENCY**

BE IT RESOLVED By the City Council (the “Council”) of the City of New Prague, Le Sueur and Scott Counties, Minnesota (the “City”) as follows:

Section 1. Background; Findings.

1.01. The City, acting through its Utilities Commission (the “Commission”), owns and operates facilities for the generation and distribution of electric energy in the City and elsewhere.

1.02. Minnesota Statutes, Chapter 453, as amended (the “Act”), authorizes the formation of a municipal power agency with the power and authority to finance and acquire facilities for the generation or transmission of electric energy, or interests in such facilities or rights to part of all of the capacity thereof. Section 453.58, subdivision 1 of the Act authorizes the City by resolution of the Council to exercise the powers of a municipal power agency, upon fulfillment of the conditions provided in Sections 453.51 to 453.62 of the Act for the exercise of any such power, but without the need to comply with Section 453.53 of the Act relating to incorporation, and notwithstanding any provision of the Charter of the City or any other law denying, limiting, or placing conditions on upon the exercise of any such power.

1.03. It is found and determined that it is in the best interests of the City and the Commission that the City be authorized to exercise all of the powers of a municipal power agency, including but not limited to the issuance of bonds or notes to provide sufficient funds to carry out the purposes contemplated by the Act.

1.04. Pursuant to Section 453.58, subdivision 2 of the Act, the City is required to publish any resolution adopted by the Council in accordance with Section 453.58, subdivision 1 of the Act in the official newspaper of the City. No action may be brought and no defense may be interposed in an action brought more than thirty (30) days after publication of such resolution, placing at issue the validity of any provision of the resolution or the power of the City to make any contract or to issue any bond, note, or other obligation authorized thereby.

Section 2. Approvals; Authorizations.

2.01. The Council hereby determines, pursuant to Section 453.58, subdivision 1 of the Act, to exercise all of the powers of a municipal power agency as described in the Act.

2.02. The City Administrator is authorized and directed to promptly publish this resolution in the official newspaper of the City to satisfy the requirements of Section 453.58, subdivision 2 of the Act.

Adopted by the City Council of the City of New Prague on this 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Charles Nickolay, Mayor

ATTEST:

\_\_\_\_\_  
Joshua M. Tetzlaff, City Administrator



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

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**MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH – COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** RE-APPROVE SALE OF LOTS 4 & 5, BLOCK 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION TO AVENTUS INVESTMENTS, LLC  
**DATE:** FEBRUARY 11<sup>TH</sup>, 2026

---

On February 11th, 2026, the New Prague EDA held a public hearing regarding the sale of the last two remaining EDA owned industrial park lot to Aventus Investments, LLC. During the public hearing for the lots, no public comments were received, and the EDA approved Resolution #EDA-26-02-11-01 which is titled “Approving Sale of Land and Purchase and Development Agreement...”.

The City Council will recall that the lots were previously approved for sale to Aventus in December 2025, however, they have since changed their plans and instead of two separate lot sales with two separate buildings being part of the purchase agreement, they are now proposing to construct one building and have the lots combined together in order to do so. This required cancellation of the previous agreements before this new agreement could be entered into.

The actions taken by the EDA must be approved by the City Council per the EDA’s Enabling Resolution. City Attorney Scott Riggs drafted the attached resolution for the City Council’s consideration to approve the actions taken by the EDA on February 11th.

Attached are the memo, resolution and purchase and development agreement reviewed by the EDA.

**Staff Recommendation**

Approve the attached resolution titled “...Approving Certain Actions by the New Prague Economic Development Authority”.

**CITY OF NEW PRAGUE, MINNESOTA**  
**RESOLUTION NO. CC-26-02-17-04**

**RESOLUTION APPROVING CERTAIN ACTIONS BY THE  
NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of New Prague (“City”) is a municipal corporation organized and operating under the laws of Minnesota; and

WHEREAS, the City established the New Prague Economic Development Authority (the “Authority”) by resolution (the “Enabling Resolution”), pursuant to Minnesota Statutes, sections 469.090 to 469.1081 (the “EDA Act”); and

WHEREAS, the Enabling Resolution prohibits the Authority from selling land without the prior approval of the City; and

WHEREAS, the City previously adopted Resolution 25-12-01-05 on December 1, 2025, approving two purchase and development agreements regarding the sale of land referenced in this Resolution; and

WHEREAS, the City desires that this Resolution replace Resolution 25-12-01-05 in its entirety; and

WHEREAS, on February 11th, 2026, the Authority adopted Resolution #EDA-26-02-11-01 which is titled New Prague Economic Development Authority Resolution Approving Sale of Land and Purchase and Development Agreement Between the Authority and Aventus Investments, LLC (the “Authority Resolutions”), subject to the required conditions of approval of the City; and

WHEREAS, the purpose of the Authority Resolution was to enter into an agreement (the “Contract”) between the Authority and Aventus Investments, LLC (the “Developer”) regarding the sale of land to the Developer and Developer’s project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Prague, Minnesota, as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The sale of land by the Authority and the Contract by and among the Authority and the Developer is hereby approved.
3. The City and the Authority are further authorized to take all actions necessary or convenient to carry out the intent and purpose of this Resolution.

Adopted by the City Council of the City of New Prague, Minnesota, this 17th day of February, 2026.

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Charles L. Nickolay, Mayor

ATTEST:

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Joshua M. Tetzlaff  
City Administrator



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

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**MEMORANDUM**

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**TO:** EDA MEMBERS  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH – COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** RE-CONSIDER EDA SALE OF LOTS 4 & 5, BLOCK 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION TO AVENTUS INVESTMENTS, LLC  
**DATE:** FEBRUARY 4TH, 2026

---

On November 19th, 2025, the New Prague EDA passed two resolutions approving the sale of the last two lots in the City’s Industrial Park. The City Council passed their own resolution approving those actions on December 1, 2025. Since that time, staff has been working with the purchasers towards the closing and has ultimately led to a new site plan which would require the lots be combined together and would instead construct one building instead of two separate buildings on separate lots. The overall square footage of the building space and tenants (including Steelhead Outdoors and GunsRus) remain the same as well as the sales price (\$387,139.50). Staff provided an overview of this new process to the EDA at the January 14<sup>th</sup>, 2026 EDA meeting and noted a new public hearing would need to be held along with the development of a new singular purchase and development agreement (to replace the two previous agreements which were necessary when the lots were going to be kept separate and with separate buildings).

Staff has worked with City Attorney Scott Riggs to create the new purchase and development agreement which is attached.

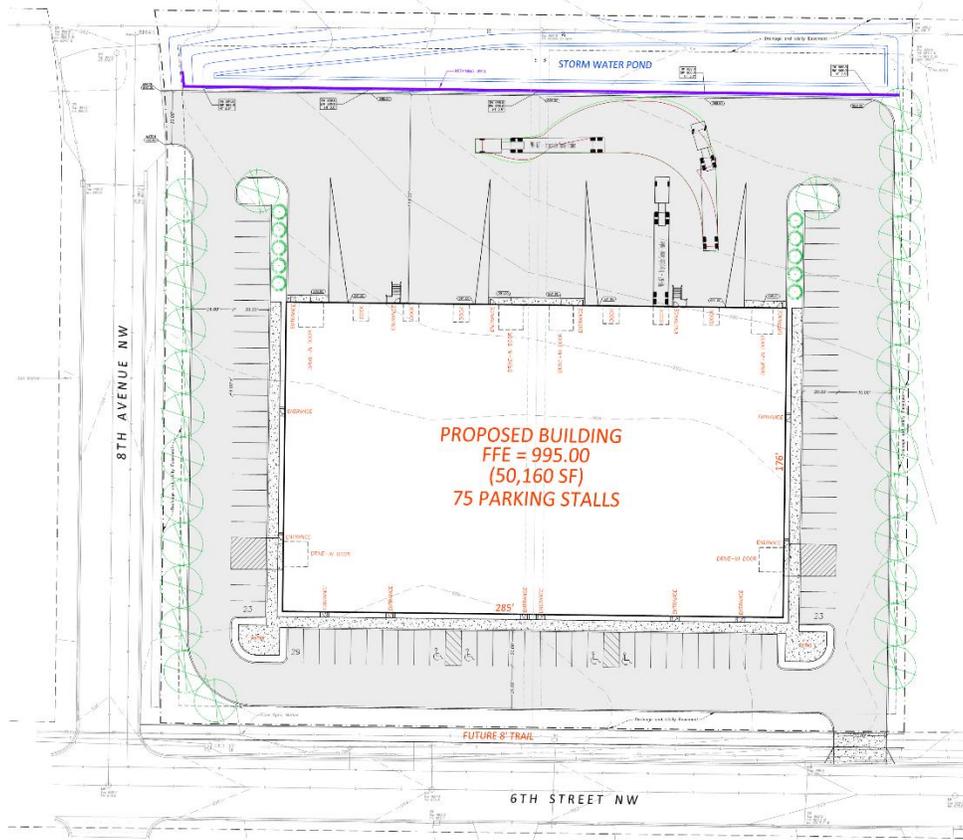
A new public hearing is required to be held by the EDA per M.S. 469.105 prior to the sale during the EDA meeting because of the new purchase and development agreement. Following the public hearing at 7:30AM, the EDA will need to consider adopting the attached resolution titled “Approving Sale of Land and Purchase and Development Agreement between the EDA and Aventus Investments, LLC”. The resolution includes language about the new purchase and development agreement superseding the old purchase and development agreements.

After approval of the resolution, the matter will be forwarded to the City Council for their review and approval on February 17<sup>th</sup>, 2026.

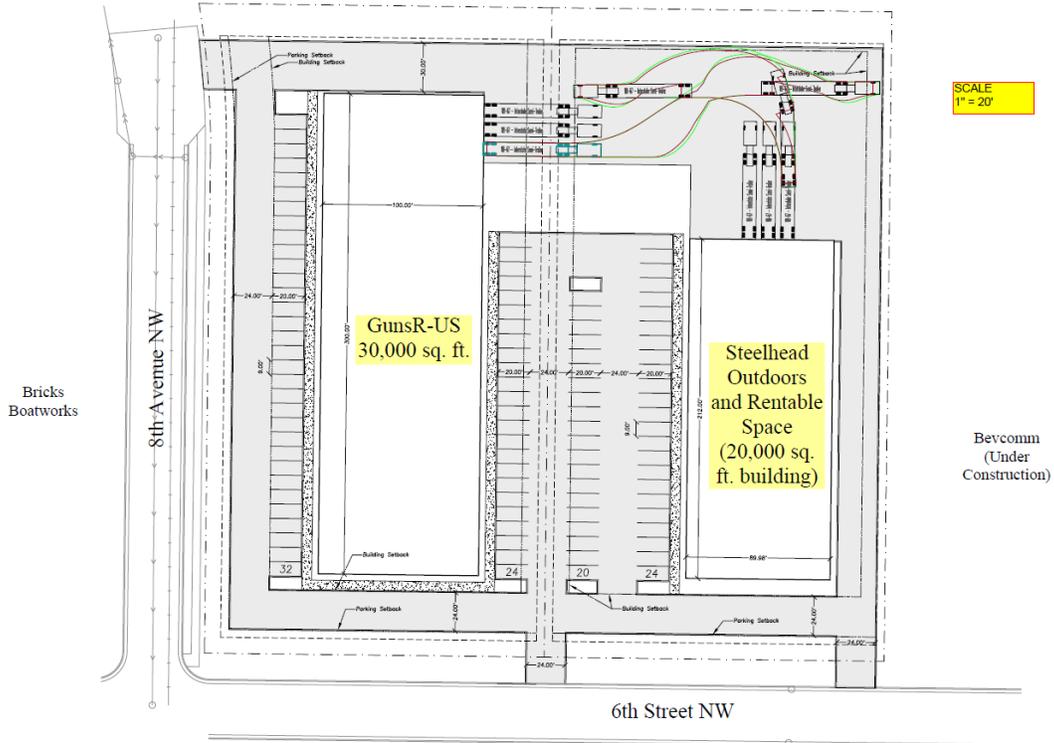
**Staff Recommendation**

Hold the required public hearing and approve the attached resolution approving the sale of land to Aventus Investments, LLC.

### New Site Plan



### Old Site Plan



**RESOLUTION NO. EDA-26-02-11-01**

**NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY  
RESOLUTION APPROVING SALE OF LAND AND PURCHASE  
AND DEVELOPMENT AGREEMENT BETWEEN THE  
AUTHORITY AND AVENTUS INVESTMENTS, LLC**

**WHEREAS**, the City Council (the “Council”) of the City of New Prague (the "City") has previously established the New Prague Economic Development Authority (the "Authority") which administers economic development activities in the City; and

**WHEREAS**, the Authority owns certain property within the City legally described as set forth in Exhibit A (the “Property”); and

**WHEREAS**, the Authority has received a purchase offer and development proposal from Aventus Investments, LLC, a Minnesota limited liability company, having its principal office at 27631 Country Hollow Lane, New Prague, MN 56071 (the "Developer") for use as office, shop and warehouse space to be maintained and constructed on the Property; and

**WHEREAS**, the Developer has proposed to acquire the Property from the Authority, and in connection with that proposal the Authority has caused to be prepared a Purchase and Development Agreement between the Authority and Developer (the “Contract”) set forth in Exhibit B and incorporated herein by reference; and

**WHEREAS**, the Authority has reviewed the Contract providing for the sale of the Property and the construction of improvements to be located on the Property totaling at least \$3,500,000.00, and has concluded that the proposed sale of and improvements to the Property are consistent with and promote the goals and objectives for which the Authority was established; and

**WHEREAS**, pursuant to the Contract, the Authority agrees to convey the Property described in the Contract to the Developer for \$387,139.50, subject to certain terms and conditions; and

**WHEREAS**, the Authority has on February 11<sup>th</sup>, 2026, held a public hearing pursuant to Minnesota Statutes, Section 469.105 regarding conveyance of the Property to the Developer at which all interested persons were given an opportunity to be heard; and

**WHEREAS**, the Enabling Resolution of the Authority, as amended, prohibits the Authority from selling and conveying the Property without the prior approval of the Council; and

**WHEREAS**, the Authority respectfully requests that the Council approve the land sale contemplated herein by resolution; and

**WHEREAS**, the Authority finds that conveyance of the Property to the Developer is in the public interest because it will further the objectives of the Authority and City; and

**WHEREAS**, the Authority has reviewed the Contract and finds, subject to the approval of the Council, that the execution thereof by the Authority and performance of the Authority’s obligations thereunder are in the best interest of the Authority, the City and its residents; and

**WHEREAS**, the Authority previously received and approved two separate purchase offers and development proposals from the Developer for the Property that are no longer relevant, and the Developer and the Authority desire that the Developer’s current proposal, this Resolution, and the Contract supersede any previous agreements, resolutions or approvals regarding the Property and the Developer, with the execution of the Contract by the Authority and the Developer confirming this representation and understanding.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the New Prague Economic Development Authority (the “Commissioners”) that the above-referenced recitals are incorporated herein to this Resolution.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that the Authority approves the conveyance of the Property to the Developer, subject to the approval of the Council and subject to satisfaction of all terms and conditions of the Contract, and authorizes and directs the President and Executive Director to execute the Contract, deed and related documents necessary to carry out such real estate transaction.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that subject to the approval of the Council of the sale of the Property, the Authority hereby approves the Contract, including all necessary accompanying documents or agreements included therein, in substantially the form presented to the Authority on this date, subject to modifications that do not materially alter the Authority's rights and obligations under the Contract and that are approved by the Authority's President and Executive Director, which approvals shall be conclusively evidenced by execution of the Contract.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that the proper Authority officials are authorized to execute the Contract and take any and all other steps necessary or convenient in order to carry out the Authority's obligations under the Contract.

**NOW, THEREFORE, BE IT FINALLY RESOLVED** by the Commissioners that Authority and City staff and consultants are hereby directed to take all appropriate action and to prepare any appropriate documents to facilitate the directives of the Authority as provided in this Resolution.

Adopted this 11th day of February, 2026.

\_\_\_\_\_  
Brent Quast, President

ATTEST:

\_\_\_\_\_  
Joshua M. Tetzlaff, Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lots 4 & 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

**EXHIBIT B**  
**PURCHASE AND DEVELOPMENT AGREEMENT**  
**[Insert Purchase and Development Agreement]**

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**PURCHASE AND DEVELOPMENT AGREEMENT**

**By and Between**

**NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY**

**and**

**AVENTUS INVESTMENTS, LLC**

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This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

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                          FORFEITURE

**PURCHASE AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this 11th day of February, 2025, by and between the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, having its principal office at 118 Central Avenue North, New Prague, MN 56071 (the “Authority”) and Aventus Investments, LLC, a Minnesota limited liability company, having its principal office at 27631 Country Hollow Lane, New Prague, MN 56071 (the “Developer”).

WITNESSETH:

WHEREAS, the Authority believes that the sale and development of land pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of New Prague and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements has been undertaken.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations contained herein, the Authority and the Developer hereby covenant and agree with the other as follows:

**ARTICLE I**

**Definitions**

Section 1.1. Definitions. In this Agreement, the following terms shall have the meanings given unless a different meaning clearly appears from the context:

“Act” means the Authority Development Districts Act, Minnesota Statutes, sections 469.124 through 469.134, as amended.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Authority” means the New Prague Economic Development Authority.

“Certificate of Completion and Release of Forfeiture” means the certificate, in the form contained in Exhibit D attached hereto, which will be provided to the Developer pursuant to Article IV of this Agreement.

“City” means the city of New Prague, a municipal corporation under the laws of Minnesota.

“Construction Plans” means the final plans for construction of the Minimum Improvements to be submitted by the Developer and approved by the Authority.

“County” means Scott County, Minnesota.

“Date of Closing” means the date set forth in Section 3.7 of this Agreement or the actual date upon which the conveyance of the Development Property closes.

“Developer” means Aventus Investments, LLC, a Minnesota limited liability company.

“Development Property” means the real property upon which the Minimum Improvements will be constructed, which property is legally described in Exhibit A attached hereto.

“Development Property Deed” means the quit claim deed in the form attached hereto as Exhibit B, by which the Authority will convey the Development Property to the Developer.

“EDA Act” or “Economic Development Authority Act” means Minnesota Statutes, sections 469.090 through 469.1081, as amended.

“Event of Default” means an action by the Developer or the Authority listed in Article IX of this Agreement.

“Minimum Improvements” means devoting the Development Property to its intended use and construction of approximately a 50,000 square foot building and facilities for use as office, shop and warehouse space, as identified and set forth in Exhibit C and constructed in accordance with the Construction Plans, and additionally adding a wainscoting of brick/stone or varying color/material at least 4’ from the bottom along the portion of the building that faces 6<sup>th</sup> Street NW and 8<sup>th</sup> Ave. NW or other design elements including color, windows or accents, submitted to and approved by the Authority. After completion of the Minimum Improvements, the term shall mean the Development Property as improved by the Minimum Improvements.

“Minimum Market Value” means a market value for real estate tax purposes of at least \$3,500,000.00 with respect to the Development Property and Minimum Improvements as of January 1, 2027, for taxes payable beginning in 2028.

“Preliminary Plans” means, collectively, the plans, drawings and specifications for the construction of the Minimum Improvements which are listed on Exhibit C attached hereto.

“Sale” means any sale, conveyance, lease, exchange, forfeiture, or other transfer of the Developer's interest in the Minimum Improvements or the Development Property, whether voluntary or involuntary. A mortgage used to finance the purchase of the Development Property is excluded as a Sale.

“State” means the state of Minnesota.

“Termination Date” means one year from the Date of Closing or the date of the Certificate of Completion issued by the Authority, whichever comes first.

“Unavoidable Delays” means delays which are the direct result of unanticipated adverse weather conditions; strikes or other labor troubles; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; or, except those of the Authority reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit which directly result in delays in construction of the Minimum Improvements.

“Use” means the Developer devoting the Development Property to its intended use, with such use including, but not limited to, a 50,000 square foot building and facilities for use as office, shop and warehouse space, or to any or all lawful business operations, with applicable or appropriate licenses obtained, if needed. Approximately 10,000 sq. ft. of the space must be leased and occupied by Steelhead Outdoors, LLC upon completion and approximately 15,000 sq. ft. of the space must be leased or occupied by GunsRUs upon completion.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

- Exhibit A. Legal description of the Development Property
- Exhibit B. Form of Quit Claim Deed
- Exhibit C. List of Preliminary Plan Documents
- Exhibit D. Form of Certificate of Completion and Release of Forfeiture

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 1.4. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

## ARTICLE II

### **Representations and Warranties**

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic under the laws of Minnesota. The Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The persons executing this Agreement and related agreements and documents on behalf of the Authority have the authority to do so and to bind the Authority by their actions.

(c) The Authority has received no notice or communication from any local, State or federal official that the activities of the Developer or the Authority in the Development District may be or will be in violation of any environmental law or regulation. The Authority is aware of no facts the existence of which would cause it to be in violation of any local, State or federal environmental law, regulation or review procedure.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability Minnesota company, duly organized and in good standing under the laws of Minnesota and is not in violation of any provisions of its articles of incorporation or by-laws. The Developer has the power to enter into this Agreement and carry out its obligations hereunder. The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(b) In the event the Development Property is conveyed to the Developer, the Developer, or assigns, will construct, operate and maintain the Minimum Improvements on the Development Property in substantial accordance with the terms of this Agreement, the Construction Plans and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws regulations.

(c) The Developer will apply for and use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, the requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions or any restriction or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) The Developer represents that there is no business subsidy provided by the Authority because the Developer is purchasing the Development Property at fair market value.

Section 2.3. Representations Ongoing. The representations and warranties set forth in this Article II shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

**ARTICLE III**

**Conveyance of Development Property**

Section 3.1. Conveyance of the Development Property. In order to facilitate the financial feasibility of the development of the Development Property and in consideration of the Developer's fulfillment of its covenants and obligations under this Agreement to construct the Minimum Improvements, and subject to the conditions precedent to closing outlined in Section 3.5 and the contingencies to Closing outlined in Section 3.6 of this Agreement, the Authority agrees to sell the Development Property to the Developer for Three Hundred Eighty-Seven Thousand, One Hundred Thirty Nine and 50/100 dollars (\$387,139.50).

The Developer has paid to the Authority on or before November 19th, 2025, earnest money in the amount of \$9,653.99 (5% of purchase price) which shall be credited to the Developer at the time of closing. Additionally, the Developer shall pay to the authority an additional \$1,000 to cover the expenses associated with the drafting of this Agreement. If the purchase of the property/closing does not go through, the Authority will not refund this additional \$1,000. The Authority agrees to convey title and possession of the Development Property to the Developer by quit claim deed in the form attached hereto as Exhibit B. The conveyance of the Development Property and the Developer's use of the Development Property shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement and the Development Property Deed. The conveyance of title to the Development Property and the Developer's use of the Development Property shall also be subject to the building and zoning laws and ordinances and all other City, State and federal laws and regulation, easements and rights of way.

Section 3.2. Condition of Title. Within fourteen (14) days of the date of this Agreement, the Authority agrees to submit to the Developer a commitment for title insurance regarding the Development Property. The Developer shall have twenty (20) days after delivery of the commitment to examine same and to make any objections concerning the condition of title regarding the Development Property. Objections to the condition of title shall be made in writing and addressed to the Authority. Failure on the part of the Developer to make objections within twenty (20) days shall constitute a waiver of same and of the Developer's right to object to the condition of title. If the Developer provides written objections to title, the Authority shall have forty-five (45) days thereafter to cure the defects cited by the Developer or to inform the Developer in writing that the Authority cannot or will not cure said defects. If there are no defects in title to

which the Developer objects in writing or the Developer fails to object in a timely manner or if the Authority cures the defects within the prescribed period, the parties will proceed to closing. If there are defects in title to which the Developer has objected in a timely manner and which the Authority cannot or will not cure, the Developer may terminate this Agreement at its option within ten (10) days of notice from the Authority of its inability or unwillingness to cure. The Authority shall have no obligation to cure any defects in the title of the Development Property. If the Developer chooses to terminate this Agreement pursuant to this Section 3.2, the Developer agrees to execute a quit claim deed regarding the Development Property in favor of the Authority and the Authority shall refund to the Developer all earnest money and deposits received. Thereafter the parties shall have no further obligation towards one another with regard to this Agreement or the Development Property. The Developer may also choose to proceed to closing on the Development Property and take title subject to the defect. Notwithstanding any other provision herein to the contrary, if the Developer proceeds to closing within less than the time periods set forth herein for receipt of a commitment for title insurance and objection to title defects, such action shall be deemed to be a waiver by the Developer of its right to examine and object to the condition of title of the Development Property.

Section. 3.3. Financing. Before conveyance of the Development Property by the Authority, the Developer agrees to submit to the Authority evidence of a commitment for financing which is adequate, in the Authority's sole opinion, for the construction of the Minimum Improvements. If the Authority finds that the financing complies with the terms of this Section 3.3 and is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, the Authority shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld. If the Authority rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection and the Developer shall have 30 days thereafter to submit a commitment for additional or alternate financing acceptable to the Authority. If the Developer fails to submit a commitment for financing acceptable to the Authority within said period of time or any additional period to which the Authority may agree, the Authority may notify the Developer of its failure to comply with the requirement of this Section 3.3 and may terminate this Agreement at its sole discretion.

Section 3.4. Representations.

(a) The Authority makes the following representations and disclosures regarding the Development Property:

1. The Authority has conducted a Phase I environmental study regarding the Development Property. Such report is available to the Developer upon request.
2. The Authority has conducted a geotechnical survey of the Development Property. Such report is available to the Developer upon request.
3. The Authority has conducted a wetland delineation of the Development Property. Such report is available to the Developer upon request.
4. The Authority has conducted a topographical survey of the Development Property.

Such report is available to the Developer upon request.

5. The Authority represents that six (6) inch water and eight (8) inch sanitary sewer hook-ups exist or are available to the Development Property.
6. The Authority represents that primary electric distribution infrastructure is installed and is available to the Development Property.
7. The Authority represents that it has existing storm sewer service facilities across the northern edge of the Development Property for hook-up by the Developer.
8. The Authority represents that it has surveyed and platted the Development Property. The plat of NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION identifying the property lines for the Development Property is available to the Developer upon request.

The Developer has 30 days to review the documents noted above in this Section 3.4(a) and to make any objections, or any objections shall be deemed waived.

(b) Other than as represented herein by the Authority, the Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or its fitness for its intended use and for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property.

(c) After execution of this Agreement and within thirty (30) days thereafter, the Developer may notify the Authority of its desire to undertake tests and inspections of the Development Property regarding the presence of pollution, contamination or hazardous substances on the Development Property and the suitability of the soils for the Developer's intended purposes. The Developer, and person or persons selected by Developer shall be permitted access to the Development Property for the purpose of conducting such studies and investigations of the Development Property as Developer deems appropriate, which studies and investigations shall be conducted at Developer's sole expense and pursuant to any other terms and conditions of this Agreement. Developer agrees to indemnify the Authority against any liability, cost or expense incurred by the Authority as a result of Developer's actions, including but not limited to fines, court costs, reasonable attorneys' fees and remedial costs. Such studies may include without limitation, physically inspecting the Development Property, conducting soil tests, and reviewing the Authority's records concerning the Development Property which records shall be made reasonably available to Developer within ten (10) days after execution of this Agreement, including prior studies, investigations and surveys, if any, in the Authority's possession.

(d) Other than as represented herein by the Authority, the Developer acquires the Development Property "as is." After execution of this Agreement and within thirty (30) days thereafter, the Developer may notify the Authority of its desire to undertake tests and inspections of the Development Property regarding the presence of pollution, contamination or hazardous substances on the Development Property and the suitability of the soils for the Developer's intended purposes, which studies and investigations shall be conducted at Developer's sole expense and

pursuant to any other terms and conditions of this Agreement. In the event that the Developer, following such tests and inspections, determines in its sole judgment that the condition of the Development Property is unsuitable for its intended use and for construction of the Minimum Improvements, the Developer may terminate this Agreement and return the Development Property to its condition prior to undertaking such tests and inspections. Regardless of whether the Developer avails itself of the right to conduct tests and inspections on the Development Property pursuant to this Section 3.4, after closing the Authority shall have no obligation or liability to the Developer for any unsuitability with respect to the soil conditions or the presence of any pollution, contamination or hazardous substances on the Development Property. Notwithstanding any other provision herein to the contrary, if the Developer proceeds to closing within less than the period of time allowed in this Section 3.4 for testing, such action shall be deemed to be a waiver by the Developer of its right to test on the Development Property.

(e) The Authority does not know of any wells on the Development Property, and will so certify in the deed conveying the Development Property to the Developer.

Section 3.5. Conditions Precedent to Conveyance. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to convey the Development Property to the Developer until the following conditions precedent have been satisfied:

(a) The Developer has submitted a commitment or other evidence of financing which is adequate, in the Authority’s sole discretion, to fully finance construction of the Minimum Improvements;

(b) The Developer has submitted and the Authority has approved the Construction Plans;

(c) The Authority has held a public hearing and fulfilled all requirements of Minnesota Statutes, Section 469.105;

(d) There has been no Event of Default on the part of the Developer which has not been cured;

(e) The Authority has received approval from the City of New Prague City Council for the sale of the Development Property as contemplated in this Agreement; and

(f) All of the above condition precedents shall occur within the time frame established in Section 3.7 of this Agreement, unless extended by the Developer and the Authority. If such extension is not obtained, all earnest money and deposits shall be returned to the Developer within ten (10) days thereafter.

Section 3.6. Administrative Lot Combination and Easement Vacation. The City will complete an administrative lot combination and will vacate the drainage and utility easement located on the lot line between Lots 4 & 5, Block 2. Said lot combination and D&U easement vacation will only be filed upon the closing of the Development Property.

Section 3.7. Closing; Delivery and Recording. (a) Subject to the substantial satisfaction of all of the terms and conditions contained in this Agreement which must be satisfied prior to the Authority's conveyance of the Development Property to the Developer, the Authority shall execute and deliver the Development Property Deed to the Developer at closing. Closing shall occur on the Date of Closing which shall be the earlier of April 15th, 2026, or as soon thereafter as reasonably practicable, or as determined by the parties. The Developer shall have possession of the Development Property upon the Date of Closing. Closing shall be at the offices of the City, 118 Central Avenue North, New Prague, MN 56071 or such other location to which the parties may agree. Prior to closing, the Authority shall submit to the Developer a copy of the Development Property Deed and other closing documents for review. The Development Property Deed shall be in recordable form and shall be recorded among the County land records.

- (b) On the Date of Closing, the Developer shall be responsible for and pay:
  - (1) the cost of recording the Development Property Deed and this Agreement;
  - (2) all fees associated with obtaining the commitment for title insurance and the policy of title insurance;
  - (3) the cost of copies of all additional title documents necessary for the examination of title;
  - (4) for any documents related to or in connection with the financing of the Development Property, including but not limited to, recording fees and mortgage registration tax;
  - (5) one-half of the title company closing fees, if any; and
  - (6) all of the Developers' attorney's fees.
  
- (c) On the Date of Closing, the Authority shall be responsible for and pay:
  - (1) transfer taxes, including State deed tax, to allow the Developer to record the Development Property Deed;
  - (2) costs of recording any instruments used to clear title encumbrances;
  - (3) one-half of the title company closing fees, if any; and
  - (4) all of the Authority's attorney's fees.
  
- (d) On the Date of Closing, the following costs will be paid on a pro rata basis in the year of closing between the Authority and the Developer:
  - (1) utilities furnished to the Development Property; and

- (2) real estate taxes and special assessments, if any.

Section 3.8. Attorney Costs. The Developer shall pay its own costs to prepare and review this Agreement and any other legal fees associated with the Development Property that are the responsibility of the Developer. The Authority shall pay its own costs to prepare and review this Agreement and any other legal fees associated with the Development Property that are the responsibility of the Authority.

## ARTICLE IV

### Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and at all times prior to the Termination Date will devote the Development Property to its intended Use and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept in good repair and condition. The Developer recognizes that it is because the Developer has agreed will to devote the Development Property to its intended Use and to construct the Minimum Improvements that the Authority is willing to sell the Development Property to the Developer. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the Authority and possibly other governmental agencies and review board of the Industrial Park and agrees to submit all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Construction Plans. (a) Within ninety (90) days after execution of this Agreement, the Developer shall submit dated Construction Plans to the Authority. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in substantial conformity with the Preliminary Plans and this Agreement. The Authority will approve the Construction Plans if they (1) conform to the Preliminary Plans listed in Exhibit C attached hereto; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; (5) if there has occurred no uncured Event of Default on the part of the Developer. No approval by the Authority shall relieve the Developer of the obligation to comply with the terms of this Agreement, the terms of any applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. No approval by the Authority shall constitute a waiver of an Event of Default.

(b) If the Developer desires to make any change in the Construction Plans after their approval by the Authority, including any change to the design or materials of the Minimum Improvements or any other change which would also require review or reapproval under any applicable code, ordinance or regulation, the Developer shall submit the proposed change to the Authority for its approval. If the proposed change conforms to the requirements of this section 4.2 with respect to the original Construction Plans or is otherwise acceptable to the Authority, the Authority shall approve the proposed change. Such change in the Construction Plans shall be

deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the written notice of such change from the Developer.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements no later than ninety (90) days from the Date of Closing. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Minimum Improvements no later than twelve (12) months from the Date of Closing. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans. The Developer shall make such reports to the Authority regarding construction of the Minimum Improvements as the Authority deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements.

Section 4.4. Certificate of Completion and Release of Forfeiture. (a) After substantial completion of the Minimum Improvements in accordance with the Construction Plans and all terms of this Agreement, the Authority will furnish the Developer with a Certificate of Completion and Release of Forfeiture in the form of Exhibit D hereto. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Development Property Deed with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof. The Certificate of Completion and Release of Forfeiture shall only be issued after issuance of a certificate of occupancy by the City.

(b) The Certificate of Completion and Release of Forfeiture provided for in this section 4.4 shall be in such form as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the Authority shall refuse or fail to provide such certification in accordance with the provisions of this section 4.4, the Authority shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default of a material term of this Agreement, and what measures or acts will be necessary, in the opinion of the Authority, for the Developer to take or perform in order to obtain such certification.

Section 4.5. Reconstruction of Improvements. If the Minimum Improvements are damaged or destroyed before or after completion thereof and issuance of a Certificate of Completion and Release of Forfeiture, but before the Termination Date, the Developer agrees, for itself and its successors and assigns, to reconstruct the Minimum Improvements to a value at least equal to the Minimum Market Value within one year of the date of the damage or destruction. No delay or failure by the Developer or any successor or assign to reconstruct the Minimum Improvements as required by this Section 4.5 shall alter or limit the Developer's obligations under this Agreement, which shall remain in full force and effect until the Termination Date. The Minimum Improvements shall be reconstructed in accordance with the approved Construction Plans, or such modifications thereto as may be requested by the Developer and approved by the Authority in

accordance with Section 4.2 of this Agreement. The Developer's obligation to reconstruct the Minimum Improvements pursuant to this Section 4.5 shall end on the Termination Date.

**ARTICLE V**

**Insurance**

Section 5.1. Required Insurance. (a) The Developer agrees to provide and maintain at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the Authority, furnish the Authority with proof of payment of premiums on:

- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy;
- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above - required limits, an umbrella excess liability policy may be used); and
- (iii) Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the Authority and shall be placed with financially sound and reputable insurers licensed to transact business in Minnesota. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than sixty (60) days' advance written notice to the Authority in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Minimum Improvements, and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the Authority shall furnish proof of the payment of premiums on, insurance as follows:

- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, heating system explosion, water damage, demolition cost, debris removal, collapse and flood, in an amount not less than the full insurable replacement value of the Minimum Improvements or the Minimum Market Value, whichever is greater. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of coinsurance provisions or otherwise, without the prior consent thereto in writing by the Authority. The term "full insurable replacement value" shall mean the actual replacement

cost of the Minimum Improvements and shall be determined from time to time at the request of the Authority, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the Authority; and

(ii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

Section 5.2. Evidence of Insurance. All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. The Developer agrees to deposit annually with the Authority copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel nor materially modify it without giving written notice to the Developer and the Authority at least sixty (60) days before the cancellation or modification becomes effective (ten (10) days for non-payment of premium). Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the Authority evidence satisfactory to the Authority that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms of this Agreement. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

**ARTICLE VI**

**Collection of Taxes**

Section 6.1. Taxes. The Developer agrees that prior to the Termination Date: (1) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (2) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (3) it will not cause a reduction in the Minimum Market Value paid in respect of the Minimum Improvements through:

(a) willful destruction of the Minimum Improvements or any part thereof;

(b) willful refusal to reconstruct damaged or destroyed property pursuant to section 4.5 of this Agreement;

(c) a request to the County assessor to reduce the Minimum Market Value of all or any portion of the Minimum Improvements;

(d) a petition to the board of equalization of the County to reduce the Minimum Market Value of all or any portion of the Development Property;

(e) a petition to the board of equalization of the State or the commissioner of revenue of the State to reduce the Minimum Market Value of all or any portion of the Development Property;

(f) an action in a district court of the State or the tax court of the State seeking a reduction in the Minimum Market Value of the Development Property;

(g) an application to the commissioner of revenue of the State or to any local taxing jurisdiction requesting an abatement of real property taxes;

(h) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the federal government; or

(i) a transfer of the Development Property or Minimum Improvements, or any part thereof, to an entity exempt from the payment of real property taxes under State law.

The Developer shall not, prior to the Termination Date, apply for a deferral of property tax on the Development Property or the Minimum Improvements.

Section 6.2. Right to Collect Delinquent Taxes. The Developer understands that the real estate taxes on the Development Property and the Minimum Improvements must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that the Developer is also obligated at all times prior to the Termination Date by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that at all times prior to the Termination Date this obligation creates a contractual right on behalf of the Authority to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the Authority shall also be entitled to recover its reasonable out-of-pocket costs, expenses and attorney fees.

**ARTICLE VII**

**Prohibition Against Sale; Encumbrances; Indemnification**

Section 7.1. Prohibition Against Sale of Minimum Improvements. The Developer represents and agrees that its use of the Development Property and its other undertakings pursuant

to the Agreement, are, and will be, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further recognizes that in view of the importance of the construction of the Minimum Improvements on the Development Property to the general welfare of New Prague, the fact that any act or transaction involving or resulting in a significant change in the identity of the Developer is of particular concern to the Authority. The Developer further recognizes that it is because of such qualifications and identity that the Authority is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed. For the foregoing reasons, the Developer represents and agrees that, prior to the issuance of the Certificate of Completion and Release of Forfeiture, there shall be no Sale of the Development Property or the Minimum Improvements by the Developer nor shall the Developer suffer any such Sale to be made, without the prior written approval of the Authority.

Section 7.2. Limitation Upon Encumbrance of Development Property. Prior to the issuance of the Certificate of Completion and Release of Forfeiture, the Developer agrees not to engage in any financing creating any mortgage or other encumbrance or lien upon the Development Property or the Minimum Improvements, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Development Property or the Minimum Improvements, other than the liens or encumbrances directly and solely related to the purchase of the Development Property and the construction of the Minimum Improvements and approved by the Authority, which approval shall not be withheld or delayed unreasonably if the Authority determines that such lien or encumbrance will not threaten its security in the Development Property or the Minimum Improvements.

Section 7.3. Release and Indemnification Covenants. (a) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Authority or the governing body members, officers, agents, servants, consultants and employees thereof (the "Indemnified Parties"), and except for any breach by the Indemnified Parties of their representative's obligations under this Agreement, the Indemnified Parties shall not be liable for and the Developer shall indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person (collectively, the "Claim") occurring at or about or resulting from any defect in the portion of the Development Property or the Minimum Improvements owned by Developer at the time the Claim occurred.

(b) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their representative's obligations under this Agreement, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising from the acquisition, construction, installation, ownership, maintenance and operation of the Development Property or the Minimum Improvements (collectively, the "Claim"); provided, however, notwithstanding the foregoing, the Developer's indemnification and hold harmless shall apply only with regard to the portion of the Development Property or Minimum Improvements owned by the Developer at the time the Claim occurred.

(c) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their representations and obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements (collectively, the “Claims”) owned by the Developer at the time of the Claim.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of such entities and not of any governing body member, officer, agent, servant or employee of such entities in the individual capacity thereof.

## ARTICLE VIII

### Events of Default

Section 8.1. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

(a) Failure by the Authority or the Developer to proceed to closing on the Development Property after compliance with or the occurrence of all conditions precedent to closing;

(b) Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay;

(c) Failure by the Developer to pay real estate taxes or special assessments on the Development Property and Minimum Improvements as they become due;

(d) Appeal or challenge by the Developer or any party on its behalf of the Minimum Market Value prior to the Termination Date;

(e) Use by the Developer or others of the Minimum Improvements for purposes other than those contemplated and permitted by this Agreement, including failure to comply with Sections 9.3 and 9.10 of this Agreement;

(f) Transfer or Sale of the Development Property or the Minimum Improvements or any part thereof by the Developer in violation of Sections 6.1 or 7.1 of this Agreement and without the prior written permission by the Authority;

(g) If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver; or

(h) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the Assessment Agreement.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under this Agreement, including refusing to close on the Development Property, until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;

(b) Terminate or rescind this Agreement;

(c) If the default occurs prior to completion of the Minimum Improvements, the Authority may withhold the Certificate of Completion and Release of Forfeiture;

(d) If the default occurs prior to issuance of the Certificate of Completion and Release of Forfeiture, revert title in the name of the Authority pursuant to Section 8.3 of this Agreement;

(e) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement; and

(f) If the Developer’s default occurs prior to the Date of Closing, the Authority may retain any and all earnest money paid by the Developer pursuant to Section 3.1 of this Agreement.

Section 8.3. Revesting Interest in the Authority Upon Happening of Event of Default Subsequent to Conveyance to Developer. Pursuant to the requirements of Minnesota Statutes, Section 469.105, subd. 6, in the event that subsequent to conveyance of the Development Property to the Developer and prior to the issuance of a Certificate of Completion and Release of Forfeiture for the Minimum Improvements:

(a) the Developer, subject to Unavoidable Delays, fails to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 30 days after written notice from the Authority to the Developer to do so; or

(b) subject to Unavoidable Delays, the Developer, after commencement of the construction of the Minimum Improvements, fails to carry out its obligations with respect to the

completion of construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within 30 days after written demand from the Authority to the Developer to do so; or

(c) the Developer shall fail to pay real estate taxes or assessments on the Development Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within 30 days after written demand by the Authority to do so or such longer period, not to exceed 60 days, as may reasonably be necessary to remove said lien or encumbrance; provided, that if the Developer shall first notify the Authority of its intention to do so, it may in good faith contest any mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the Authority with a bank letter of credit or other security in the amount of the lien, in a form satisfactory to the Authority, pursuant to which the bank will pay to the Authority the amount of any lien in the event the lien is finally determined to be valid or, as an alternative to such forms of security, has made a deposit with the district court in the manner provided in Minnesota Statutes, section 514.10. During the course of such contest, the Developer shall keep the Authority informed respecting the status of such defense; or

(d) there is, in violation of Sections 6.1 or 7.1 of this Agreement, any transfer of the Development Property to an entity exempt from payment of real estate taxes or any Sale of the Development Property or the Minimum Improvements or any part thereof, and such violation shall not be cured within 30 days after written demand by the Authority to the Developer;

Then the Authority shall have the right to re-enter and take possession of the Development Property and to terminate and revest in the Authority the interest of the Developer in the Development Property; provided, however, that any exercise by the Authority of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage or other encumbrance specifically and previously authorized by the Authority in writing under this Agreement or any rights or interests provided in this Agreement for the protection of the holders of an approved encumbrance.

Section 8.4. Resale of Reacquired Development Property; Disposition of Proceeds. Upon the revesting in the Authority of title to and/or possession of the Development Property or any part thereof as provided herein, the Authority shall, pursuant to its responsibilities under law, use its best efforts to sell the Development Property or part thereof as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the Authority in accordance with the uses specified for such Development Property or part thereof. During any time while the Authority has title to and/or possession of a parcel obtained by reverter, the Authority will not

disturb the rights of any owner of any housing unit on such parcel. Upon resale of the Development Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Authority for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Development Property (but less any income derived by the Authority from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Development Property or part thereof (or, in the event the Development Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Authority assessing official) as would have been payable if the Development Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Development Property or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Development Property or part thereof; and any amounts otherwise owing the Authority by the Developer and its successor or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the amount actually invested by it in making any of the subject improvements on the Development Property or part thereof.

(c) Any balance remaining after such reimbursements shall be retained by the Authority as its property.

Section 8.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in Article IX of this Agreement.

Section 8.6. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IX

Additional Provisions

Section 9.1. Conflict of Interests; Representatives Not Individually Liable. No officer, official, or employee of the Authority shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such officer, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests, directly or indirectly. No officer, official, or employee of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligation under the terms of this Agreement.

Section 9.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 9.3. Restrictions on Use. The Developer, for itself and its successors and assigns, agrees to devote the Property and Minimum Improvements only to such land use or uses as may be permissible under the City’s land use regulations. The Developer, for itself, its successors and assigns, acknowledges the limitations on use of the Property and the Minimum Improvements imposed by Section 469.105 of the EDA Act and agrees to comply with such restrictions.

Section 9.4. Provisions Not Merged With Deed; No Merger of Representations, Warranties. None of the provisions, representations or warranties contained in this Agreement are intended to be merged into any instruments of conveyance delivered at closing or shall be merged by reason of delivery of the Development Property Deed, but instead shall survive closing, and the parties shall be bound accordingly. The Development Property Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

- (a) in the case of the Authority: 118 Central Avenue North  
New Prague MN 56071  
Attn: Executive Director
- (b) in the case of the Developer: Aventus Investments LLC  
27631 Country Hollow Lane  
New Prague, MN 56071  
Attn: Jacob De St Hubert

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 9.5.

Section 9.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.7. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the Authority or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the Authority and the Developer.

Section 9.8. Release of Claims. The Developer and the Developer's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby releases and forever discharges the Authority, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, Developer consideration, execution and performance of this Agreement between the parties. Nothing contained in this paragraph 9.8. is intended to prevent the exercise of any rights available pursuant to this Agreement.

Section 9.9. Modification and Waiver. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by both the Authority and the Developer (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

Section 9.10. Restrictions on Use. The Developer agrees that prior to the issuance of the Certificate of Completion and Release of Forfeiture, the Developer and its successors and assigns: (a) shall use the Development Property solely for the purpose of constructing and operating the Minimum Improvements pursuant to the terms of this Agreement and as defined by the definition of Use as set forth in this Agreement; (b) shall not discriminate upon the basis of race, color, creed, sex, national origin, or any other classification prohibited by law in the lease, rental, use or occupancy of any portion of the Minimum Improvements on the Development Property or any improvements erected or to be erected thereon, or any part thereof; and (c) shall otherwise comply with the restrictions on use set forth in this Agreement.

Section 9.11. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.12. Attorney Fees. Whenever any Event of Default occurs and if the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten days of written demand by the Authority, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

Section 9.13. Choice of Law and Venue; Interpretation. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement. This Agreement may be modified, amended, terminated, or waived, in whole or in part, only by a writing signed by all of the parties.

Section 9.15. No Broker. The Authority represents that it has not engaged any real estate broker in connection with the sale of the Development Property. The Developer has engaged the services of a broker in connection with the sale of the Development Property and the Developer will be solely responsible for the costs of such broker and shall defend, indemnify and hold the Authority harmless from any claims of such broker.

Section 9.16. Specific Performance. This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement; the parties reserve all other remedies available at law or in equity.

Section 9.17. Additional Documents. The Authority and the Developer agree to cooperate with the other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

**AUTHORITY:**

**NEW PRAGUE ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Brent Quast and Joshua M. Tetzlaff, President and Executive Director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the New Prague Economic Development Authority.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Development Property is located in Scott County, Minnesota, and is legally described as:

Lots 4 & 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

**EXHIBIT B**

**FORM OF QUIT CLAIM DEED**

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 2026.

THIS INDENTURE, between the New Prague Economic Development Authority, a public body corporate and politic, under the laws of the State of Minnesota, Grantor, and Aventus Investments LLC, a Minnesota limited liability company, Grantee.

WITNESSETH, that the Grantor, in consideration of the sum of Three Hundred Eighty-Seven Thousand, One Hundred Thirty Nine and 50/100 dollars (\$387,139.50) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, quit claim and convey to the Grantee, its successors and assigns, forever, all of the tract or parcel of land lying and being in the County of Scott and State of Minnesota described as follows:

Lots 4 & 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining, to the Grantee, its successors and assigns, forever. Subject to and together with, however, the provisions of the Permitted Encumbrances described and referred to in Exhibit A attached hereto and incorporated herein by reference, including, without limitation, the right of the Grantor upon the happening of an Event of Default under that certain Purchase and Development Agreement between Grantor and Grantee dated as of \_\_\_\_\_, 2026, to re-enter and take possession of the Development Property and the improvements thereon and terminate the estate and all right, title and interest of the Grantee in and to the Development Property and improvements thereon, and revert in the Grantor all right, title, estate and interest of the Grantee in the Development Property and improvements thereon, free of any lien of any mortgage and other liens, except as permitted pursuant to the provisions of the Purchase and Development Agreement.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed in its behalf by its president and its executive director on \_\_\_\_\_, 2026.

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

NEW PRAGUE ECONOMIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Brent Quast and Joshua M. Tetzlaff, the president and executive director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the Economic Development Authority.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
Kennedy & Graven, Chartered (SJR)  
150 South Fifth Street, Suite 700  
Minneapolis MN 55402  
(612) 337-9300

Property Tax Statements for the Property described in this instrument should be sent to:  
Aventus Investments LLC  
27631 Country Hollow Lane  
New Prague, MN 56071  
Attn: Jacob De St Hubert

**EXHIBIT A TO  
QUIT CLAIM DEED**

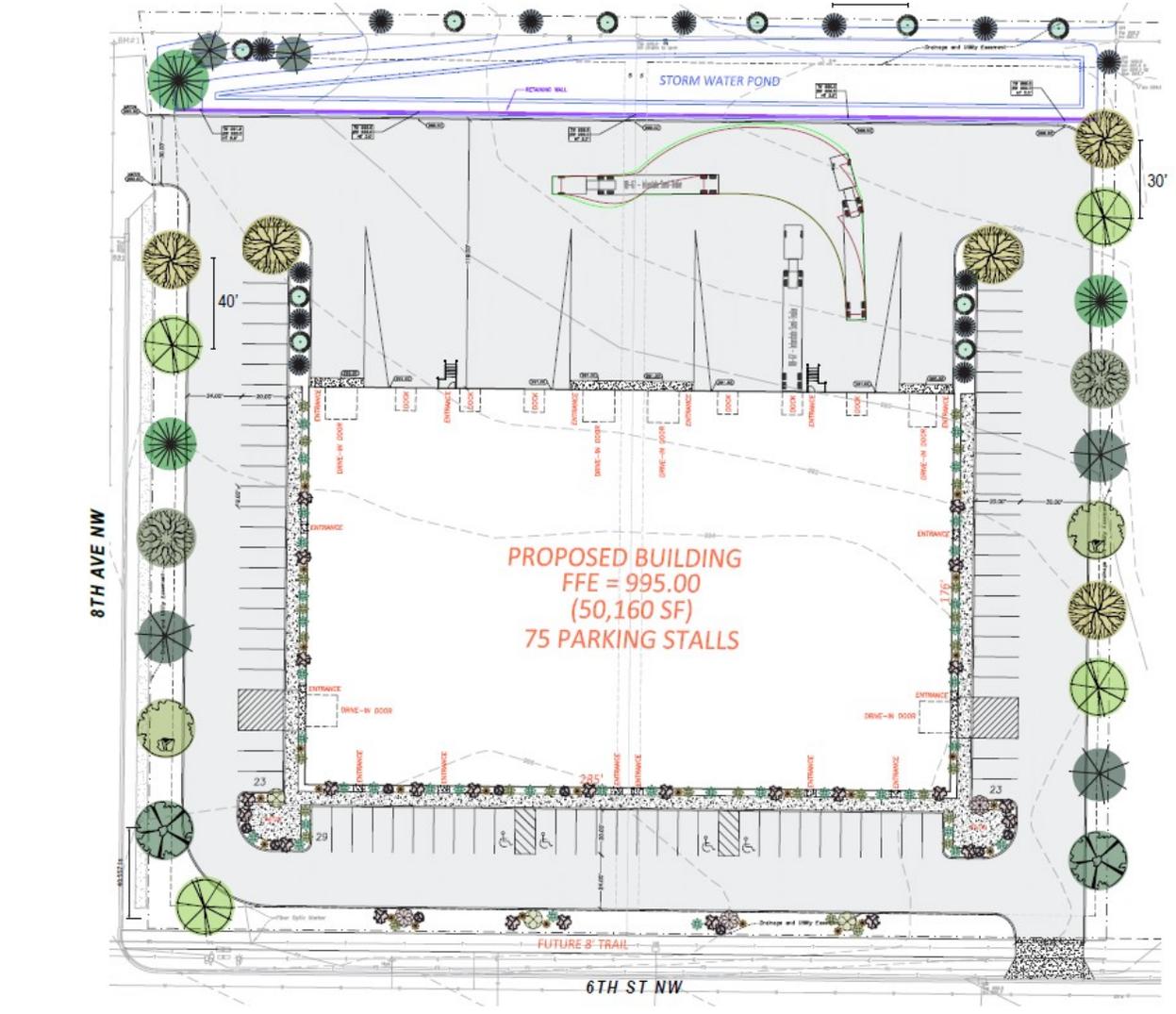
Permitted Encumbrances

1. Taxes and installments of special assessments payable in 2026 and in subsequent years.
2. Building and zoning laws; federal, state and local laws, ordinances and regulations.
3. Easements for public streets, drainage, utilities, highways and roads now existing.
4. The terms, conditions, covenants and agreements set forth in the Purchase and Development Agreement between the Grantor and Grantee named in the Deed to which this Exhibit is attached, which Purchase and Development Agreement is hereby made a part hereof by reference thereto.
5. Mortgage used to finance the purchase of the Development Property.

### EXHIBIT C

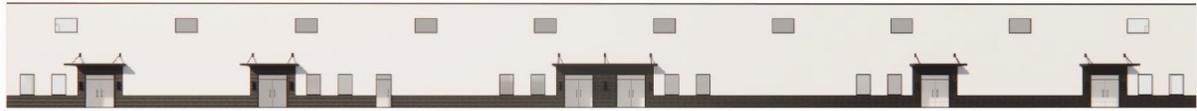
### LIST OF PRELIMINARY PLAN DOCUMENTS

The Minimum Improvements shall be constructed in accordance with the following preliminary plan documents of the below illustrations represents the proposed improvements on Lots 4 & 5 which will contain Steelhead Outdoors as a tenant and GunsRus as a tenant:



NEW PRAGUE FLEX SPACE | NEW PRAGUE, MN

BUILDING ELEVATIONS



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

BUILDING RENDERINGS



Rendering of SE Corner of the Building

BUILDING RENDERINGS



Rendering of the South Elevation of the Building Facing 6<sup>th</sup> Street NW

BUILDING RENDERINGS



Rendering of the North Elevation of the Building (Loading Docks)

BUILDING RENDERINGS



Rendering of the East Elevation of the Building

**EXHIBIT D**  
**FORM OF**  
**CERTIFICATE OF COMPLETION**  
**AND RELEASE OF FORFEITURE**

WHEREAS, the New Prague Economic Development Authority (the “Grantor”), by a deed recorded in the office of the County Recorder in Scott County, Minnesota, as Document No. \_\_\_\_\_, has conveyed to Aventus Investments LLC, a Minnesota limited liability company, (the “Grantee”), the following described land in County of Scott and State of Minnesota, to-wit:

Lots 4 & 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

and

WHEREAS, said deed was executed pursuant to that certain Purchase and Development Agreement by and between the Grantor and the Grantee dated the \_\_\_\_ day of \_\_\_\_\_, 2026, and recorded in the office of the County Recorder in Scott County, Minnesota, as Document No. \_\_\_\_\_, which Purchase and Development Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements; and

WHEREAS, said Grantee has performed said covenants and conditions in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Grantee has been completed and the covenants and conditions in the Purchase and Development Agreement have been performed by the Grantee therein and that the provisions for forfeiture of title and right to re-entry for breach of condition subsequent by Grantor is hereby released absolutely and forever, and the County Recorder in Scott County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements.

Dated: \_\_\_\_\_, 20\_\_.

NEW PRAGUE ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

D-1

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument as acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Brent Quast and Joshua M. Tetzlaff, the president and executive director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic, on behalf of the New Prague Economic Development Authority.

\_\_\_\_\_  
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  
**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**SUBJECT:** PLANNING COMMISSION VACANCY  
**DATE:** FEBRUARY 11, 2026

At the end of 2025, one of the Planning Commissioners resigned their seat, leaving an unexpected vacancy on the commission. Knowing that this vacancy was coming, in November, staff posted a notice on its website of the pending vacancy, asking for applications from those interested. In December and January, staff continued to post on Facebook, advertising the vacancy.

To this point, there have not been any applications. Being that it is an off-cycle vacancy, staff have not paid for advertising in either the newspaper or the radio, instead relying on its social media channels and the website. In 2022, the City did pass an ordinance that allowed the City Council to temporarily place two City Councilmembers on the Planning Commission if it wasn't able to fill a vacancy, to help the Planning Commission continue to meet quorum needs. More than some other boards, this is important for the Planning Commission because the commission deals with state mandated deadlines for development applications.

Being that the City has advertised for almost three months and has not received an application, I would recommend the Council consider adding a second City Councilmember to the Planning Commission. This placement would be temporary, as staff continue to advertise for community volunteers. Should the City receive any applicants, I would recommend moving back to a single City Councilmember on the commission.

**Recommendation**

Staff recommends appointing a second City Councilmember temporarily to the Planning Commission to fill the vacancy while staff continues to advertise and seek a community member to fill the remainder of the open term.



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:** 250<sup>TH</sup> AMERICAN REVOLUTION ANNIVERSARY CELEBRATION UPDATE  
**DATE:** FEBRUARY 11, 2026

In November 2025, a community came to the City Council to discuss a possible celebration of the United States' 250<sup>th</sup> Anniversary of the American Revolution in July 2026. At the time, I recommended that the City could possibly help form the committee that may oversee the celebration, but that the City itself not be directly involved in the planning or funding. The City Council agreed.

Since that time, staff have been reaching out to various organizations and people across the City to gauge interest in being on the committee, including leading the ultimate committee. The people and groups that staff have reached out to are those that have historically been involved in community efforts. Since that time, there have been three people who have expressed interest in being on the committee, and little to no desire to actually lead. There have not been any organizations who have expressed a desire to be heavily involved.

My question to the City Council, is how much further should staff pursue this initiative? Presently, the City does not have any dedicated funding to give to the organization, nor is there any planned staffing time available to be more than a committee organizer. The original plan was to organize the committee and then back away.

**Meeting Minutes**  
**New Prague Planning Commission**  
**Wednesday, December 17, 2025**

**1. Call Meeting to Order**

The meeting was called to order at 6:31 p.m. by Chair Dan Meyer.

The following members were present: Chair Dan Meyer, Ann Gengel, and Brandon Pike.

The following members were absent: Shawn Ryan and Jason Bentson.

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

**2. Public Invited to Be Heard on Matters Not on the Agenda**

A motion was made by Gengel, seconded by Pike, to open the meeting to public comments regarding items not on the agenda. Motion carried (3-0)

No public comments were given.

A motion was made by Pike, seconded by Gengel, to close the public comment period for items not on the agenda. Motion carried (3-0).

**3. Approval of Regular Agenda**

A motion was made by Pike, seconded by Gengel, to approve the December 17th, 2025, regular meeting agenda. Motion carried (3-0).

**4. Approval of Previous Meeting Minutes**

**A. November 19, 2025, Regular Meeting**

A motion was made by Pike, seconded by Gengel, to approve the November 19th, 2025, regular meeting minutes. Motion carried (3-0).

**5. NEW BUSINESS**

**A. Request for Variance #V9-2025 – Variance for Side Lot Line Setbacks at 114 4<sup>th</sup> St SW, as requested by KA Witt Construction, inc.**

Planner Gariepy presented the variance report.

The applicant was present. The Planning Commission had no questions regarding the variance.

A motion was made by Pike, seconded by Gengel, to recommend approval of Variance #V9-2025 to the City Council. Motion carried (3-0).

## 6. OLD BUSINESS

### B. Unified Development Code Public Hearing Follow Up

Planning and Community Development Director Ondich presented the update for the UDC that was provided by Jeff Matzke of Bolton & Menk. This update primarily included information on sidewalks, B-1 Design Requirements, and tree preservation requirements. Ondich stated that this will be discussed again at a future Planning Commission once the updated UDC has been reviewed through again.

Ondich stated that Matzke is advising that the City amends its requirement for having sidewalks on both sides of the street for new residential developments. Matzke has stated that there are no other cities that require it. Ondich stated that there may be scenarios in which both sides of the street are required, such as within 2 blocks of the B-1 Zoning District, but otherwise only one side of the street in most residential neighborhoods will require a sidewalk as written in the suggested change.

Meyer stated that he could see neighborhoods that loop, such as Horseshoe Lane SE, not requiring sidewalks and should instead just make the road wider instead. Ondich stated he thinks this would increase traffic speeds if a road were made wider. Meyer stated he is in support of requiring sidewalks on both sides on collector and arterial streets. Meyer and Pike supported potentially requiring more sidewalks leading to parks and schools, and Ondich stated that they will have proposed language for this.

Ondich stated that developers do not like the proposed tree preservation language, but Bolton & Menk are pushing for including it. Ondich stated that, for Option 2, preliminary plats already identify significant trees, so it would not require additional arborist costs like Option 1 would.

Ondich stated that in the Raven Stream Village Development, homeowners cut down many of the landscaping trees after purchasing houses. Ondich stated that increasing the number of trees required to be planted on residential lots may be beneficial, as this would fall on the builders and the location of trees could be chosen by the purchasers, decreasing the chance of them getting cut down after purchase. Ondich stated he is in support of Option 2. Pike stated he is in support of it, and that requiring three trees per lot may result in more trees being planted than Option 1 anyway.

Ondich stated that having tree preservation language will benefit the City in obtaining redesignation as a Tree City USA.

Ondich stated that the proposed new B-1 design requirements would result in slightly more effort on City Staff for determining if proposed alternative materials are suitable, but that

applicants can obtain variances if they disagree with City Staff’s decision. Ondich stated that financial issues have resulted in some buildings in B-1 falling into disrepair, and that this should help alleviate this. The Commissioners expressed support for the proposed amended B-1 design requirements.

Ondich stated that there is also a proposed change to allow clinics as a conditional use in the B3 Highway Business District, following an inquiry to open a clinic in a legal non-conforming residential house in the B3 District. He stated that veterinary clinics are already a conditional use. Meyer stated that developing residential buildings in prime locations that are zoned commercial is good, and is in support of the change.

**7. Miscellaneous**

**A. Monthly Business Updates**

Ondich presented the monthly business updates from November as information.

**B. Ann Gengel’s Last Meeting**

Staff and the Planning Commission thanked Ann Gengel for her contributions while serving as a Planning Commissioner.

**8. Adjournment**

A motion was made by Pike, seconded by Gengel, to adjourn the meeting at 7:16 pm. Motion carried (3-0).

Respectfully submitted,



Evan C. Gariepy  
Planner

**Meeting Minutes**  
**New Prague Park Board**  
**Tuesday, January 13th, 2026**

**1. Call Meeting to Order**

The regular meeting was called to order at City Hall at 6:00 PM by Chair Joe Barten.

Members present: Maggie Bass, Christine Wolf, Brian Paulson, Joe Barten, Matt Becka, Shannon Sticha, & Jessica Dohm.

Members absent: None.

Staff 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 Barten, seconded by Dohm, to approve the regular agenda. Motion carried (7-0).

**4. Approve Previous Meeting Minutes**  
**a. November 18, 2025 Regular Meeting**

A motion was made by Paulson, seconded by Bass, to approve the November 18th, 2025, regular meeting minutes. Matt Becka abstained, motion carried (6-0-1).

**5. Review Financial Reports**

Ondich presented the financial reports as information.

A motion was made by Becka, seconded by Sticha, to approve the financial reports. Motion carried (7-0).

**6. Tree City USA and Arbor Day Celebration**

Gariepy presented the information regarding the 2026 celebration of Arbor Day.

Becka inquired about the ordering form, and Ondich stated it will be online. He also stated that the City will target neighborhoods that had tree removals through targeted mailings, which would fall under the Planning Department’s budget.

**7. POPS Programming Discussion**

Ondich stated that Staff have begun work on an RFP for programming for the POPS facility.

Becka inquired about the terms of the RFP, and Ondich confirmed that nothing would be funded by the City. Becka also stated he thinks that POPS should be heavily utilized in its first few years so that interest is not lost.

Barten stated that the RFP should include the City and Park Board's goals for the facility. This could include having diverse programming, rather than just one or two genres of performance.

Bass proposed reaching out to the local churches to see if they would utilize POPS for outdoor services.

Barten inquired if the programmer would have control over the facility all year or just select dates. Dohm proposed giving dates to the school district for use and proposed having the City hold a certain number of dates for programming. Barten showed support for this, and Dohm stated that this could allow organizers to reach out to the City for these days. Dohm inquired if RFPs can be negotiated, and Ondich stated that there can be flexibility built into the RFP for negotiation. Dohm suggested inquiring in the RFP how they would generate income with their use of POPS, such as through ticket sales or vendors.

Paulson stated that splitting up the dates for the City to utilize may make the City a competitor of the programmer, and that may be a negative for potentially interested parties.

Barten suggested reaching out to the New Prague School Board, and Ondich stated that Staff will. Barten suggested drafting a list of goals for the RFP to help use when evaluating applicants.

## 8. Miscellaneous

- a. **Stezky Městy (City Trails) Discussion** – Ondich presented information regarding the City being contacted by Martin Růžička from Prague, Czech Republic. Dohm stated that Martin had also reached out to her, and she directed him to contact the City. Ondich stated that his City Trails project may eventually be linked on the City's park website once completed. Ondich stated that Martin proposed a "portal" of two camera live streams, connecting New Prague and Prague, but that that is a peripheral and unlikely project. Bass inquired if the New Prague Historical Society was contacted, and Ondich stated that they had not yet been reached out to. The Park Board expressed that they are interested in following up and collaborating with Martin.

- b. 2026 Budget and 2027-2031 Project Plan** – Ondich provided the 2026 Project Plan that was adopted by City Council. He stated that Staff will get quotes for the Memorial Park replacement sign and will bring it to the Park Board. Ondich stated that the Program of Utilization was submitted for development at the City Center site, and that Staff is currently speaking with DEED about it to confirm funding for the pond.
- c. Park Plan Update** – Ondich stated that Staff is continuing to work on background information for the Park Plan. Barten inquired about whether the Park Board received the complete results from the Park Survey. Gariepy stated that it was sent out in the past, and that he’ll re-send it out.
- d. Sliding Hill Skating Park Warming House and Skating Rink Count** – Gariepy presented information regarding the warming house and skating rink usage so far in the winter. Ondich stated that the planned concreting of it this year should extend the usage of the ice rink by multiple weeks.
- e. Other** – Barten inquired at the November Park Board meeting about if there are discussions of a trail going from the City to the City of Jordan. Gariepy stated that it is a potential trail in the Scott County 2040 Comprehensive Plan. Ondich stated that he is encouraging Scott County to consider it, but that there is limited budgeting for trails. Barten also inquired about the City’s plans for developing the 2-acre land north of the POPS site. Ondich stated that the City Council wants to wait to develop it until after the pond is built, and that the Park Board will be consulted. He also stated the project may be decided by an RFP.

**9. Adjournment**

The meeting was adjourned at 6:42 pm by order of Chair Barten.

Respectfully Submitted,



Evan C. Gariepy  
Planner

# ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES



## City of New Prague

Wednesday, January 14, 2026 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

**1. CALL TO ORDER**

The meeting was called to order by EDA Vice President Troy Pint at 7:32 a.m. with the following members present: Troy Pint, Austin Reville, Nick Slavik, Bruce Wolf and Charles Nickolay. Absent were Brent Quast and Eric Krogman.

Staff Present: City Administrator Joshua Tetzlaff and Community Development Director Ken Ondich.

Others Present: Jo Foust (Scott County CDA)

**2. CONSENT AGENDA**

Motion to approve the consent agenda was made by Pint, seconded by Reville.

Motion carried (5-0)

a. December 10, 2025 EDA Meeting Minutes

b. Claims for Payment: **\$5,934.60**

**3. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM**

Jo Foust noted that no new visits have been scheduled since last month's visit at McDonald's due to the Holidays. She said new visits will be scheduled soon.

**4. BUSINESS UPDATES**

Ondich provided the monthly business updates.

a. January 2026

**5. ECONOMIC DEVELOPMENT STRATEGIC PLAN**

Tetzlaff noted that the Strategic Plan document in the EDA packet included all the final edits from the discussion at the last EDA meeting. The EDA had some discussion regarding the Goal to support housing opportunities and specifically the strategy to explore the possible consolidation of the EDA and the HRA. Foust noted that the Scott CDA does work with cities on housing related matters. Tetzlaff noted that the City Council is the HRA currently but hasn't met in a few years.

Motion carried (5-0)

a. Strategic Plan

**6. CDA UPDATE**

Foust noted some free events the CDA is hosting this month for search engine optimization and a Banker's Breakfast with NextStage. She also noted that the CDA has an RFP out to update the Commercial/Industrial and Housing needs in the County with proposals due January 30th. She stated that the CDA's Center for Entrepreneurship received a DEED grant and the Shakopee Chamber received a training grant for high demand jobs where classes could be held at DCTC or Inver Hills Community College, but that it was going to cover the entire county and not just the Shakopee Area. She also offered to come to the EDA with a full presentation of what the CDA does and offers to the cities.

**7. SCHOOL DISTRICT UPDATE**

No update.

**8. EXECUTIVE DIRECTORS REPORT**

Tetzlaff noted that the purchasers of the last two industrial park lots had approached the city about consolidating the lots and building one building instead of two to better utilize the space and that such a change would require a new purchase and development agreement, including holding a new hearing and new approval which was tentatively scheduled at the February EDA meeting unless the EDA had objections. The EDA consensus was to proceed as long as the terms remained the same except the lots are joined and one building instead of two is constructed at the same square footage.

**9. MISCELLANEOUS**

None.

**10. ADJOURNMENT**

Motion to adjourn the meeting at 8:08 a.m. was made by Slavik, seconded by Reville.  
Motion carried (5-0)

Respectfully Submitted,



Joshua M. Tetzlaff  
City Administrator / EDA Executive Director