



CITY COUNCIL MEETING AGENDA

City of New Prague

Monday, June 01, 2026 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

OPTIONAL ONLINE CONNECTION. MEETINGS ARE IN PERSON.

Log in information for city councilmembers, staff and members of the public:

Please join my meeting from your computer, tablet or smartphone: <https://meet.goto.com/662279733>

You can also dial in using your phone: Access Code: 662-279-733 | United States: +1 (872) 240-3212

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

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. May 18, 2026 City Council Meeting Minutes
- b. Claims for Payment: **\$1,898,158.33**
- c. Minnesota Baseball Association 2026 Bid/Agreement for Hosting MBA State Tournament

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

- a. June 1, 2026

8. 2026 STREET IMPROVEMENT PROJECT

- a. Resolution #CC-26-06-01-01 - Accepting Bids
- b. Proposal for Construction and Post-Construction Services

9. 1ST AVENUE SE/CSAH 60 TURNBACK

- a. Proposal for Engineering Services

10. ORDINANCE(S) FOR INTRODUCTION

- a. None

11. ORDINANCE(S) FOR ADOPTION

- a. [#362](#) - Massage Therapy Licensing

12. RESOLUTIONS

- a. [#CC-26-06-01-02](#) - Adopting an Amended Official 2026 Fee Schedule
- b. [#CC-26-06-01-03](#) - Election Polling Location
- c. [#CC-26-06-01-04](#) - Approving Recommendations for City Charter Commission Appointments
- d. [#CC-26-06-01-05](#) - Approving Conditional Use Permit #C2-2026 and Variance #V2-2026

13. GENERAL BUSINESS

- a. Designation of 18-Day Absentee Voting Period for City-Administered Elections

14. MISCELLANEOUS

- a. Meeting Minutes
 - i. March 24, 2026 Golf Board Meeting Minutes
 - ii. April 22, 2026 Planning Commission Meeting Minutes
 - iii. April 27, 2026 Utilities Commission Meeting Minutes
 - iv. April 27, 2026 Golf Board Meeting Minutes
- b. Discussion of Items not on the Agenda

15. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

June 9	6:00 p.m. Park Board
June 10	7:30 a.m. EDA Board
June 15	6:00 p.m. City Council
June 19	Holiday – City Offices Closed
June 23	6:30 p.m. Golf Board
June 24	6:30 p.m. Planning Commission
June 29	3:30 p.m. Utilities Commission

CITY COUNCIL MEETING MINUTES



City of New Prague

Monday, May 18, 2026 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

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

PRESENT

- Mayor Charles Nickolay
- Councilmember Shawn Ryan
- Councilmember Maggie Bass
- Councilmember Rik Seiler
- Councilmember Bruce Wolf

Staff Present: City Administrator Joshua Tetzlaff, Finance Director Robin Pikal, Community Development Director Ken Ondich, Utilities General Manager Bruce Reimers, Police Chief Tim Applen and Public Works Director Matt Rynda.

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

Motion to approve the regular agenda with the removal of Item 9: Resolution to Accept the Bids on the 2026 Street Improvement Project.

Motion made by Councilmember Ryan, Seconded by Councilmember Bass.

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

Motion carried (5-0)

3. CONSENT AGENDA

Motion to approve the consent agenda.

Motion made by Councilmember Seiler, Seconded by Councilmember Wolf.

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

Motion carried (5-0)

- a. Meeting Minutes
 - i. May 4, 2026 Special City Council Meeting Minutes
 - ii. May 4, 2026 City Council Meeting Minutes
 - iii. May 4, 2026 Special City Council Meeting Minutes - Closed
- b. Claims for Payment: **\$642,915.40**
- c. Financial Summary Report
- d. 2027-2028 MnDOT Snow and Ice Removal Maintenance Agreement
- e. 1-Day Temporary On-Sale Liquor License for Giesenbrau - Ribfest on June 12, 2026, at Holy Trinity Lutheran Church, 1300 Main Street East
- f. LG220 Lawful Gambling Application for Exempt Permit - Church of St. Wenceslaus
- g. Law Enforcement Contractual Service Agreement

4. BEYOND THE YELLOW RIBBON SOUTH OF THE RIVER - MILITARY APPRECIATION WEEK

Police Chief Tim Applen introduced Beyond the Yellow Ribbon South of the River - Military Appreciation Week.

Ron Hocevar, Scott County Attorney, introduced the graduating students who have chosen careers in the military.

Mayor Nickolay presented the proclamation recognizing students entering the military.

Tom Wetschka, Assistant Principal, spoke.

- a. Proclamation - Military Appreciation Week with a special emphasis on students who have selected careers in the military

5. GOVERNMENT AGENCY UPDATES

None.

6. PUBLIC FORUM

Brian Paulson (206 4th St. SW) spoke.

7. PUBLIC HEARING(S) – 6:00 PM

Community Development Ken Ondich introduced the Public Hearing and Ordinance for Introduction on Massage Therapy Licensing.

Motion to open the Public Hearing.

Motion made by Mayor Nickolay, Seconded by Councilmember Wolf.

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

Motion carried (5-0)

No speakers present.

Motion to close the Public Hearing.

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)

Motion to approve the first reading and introduction of Ordinance #362 - Massage Therapy Licenses with the removal of some language regarding immediately family in the massage therapist definition.

Motion made by Councilmember Bass, Seconded by Mayor Nickolay.

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

Motion carried (5-0)

- a. Ordinance for Introduction: Ordinance #362 - Massage Therapy Licenses

8. CITY ENGINEER PROJECTS UPDATE

Public Works Director Matt Rynda provided a brief projects update.

- a. May 18, 2026

9. 2026 STREET IMPROVEMENT PROJECT

This item was removed from the agenda at the beginning of the meeting.

- a. Resolution #CC-26-05-18-01 - Accepting Bids

10. PRESENTATION AND ACCEPTANCE OF THE 2025 ANNUAL FINANCIAL (AUDIT) REPORT

Abby Schmidt from Abdo presented the 2025 Financial Audit Report and answered questions. The 2025 Fiscal Year Findings included Material Audit Adjustments (Internal Control Finding), with recommendations on how to correct the issues. It was shared that City Staff have already begun addressing the issues, including completing the recommended training.

Motion to accept the 2025 Financial Audit Report.

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)

- a. Abby Schmidt, Abdo
- b. Executive Governance Summary
- c. Annual Financial Report
- d. Audit Presentation

11. ORDINANCE(S) FOR INTRODUCTION

- a. None

12. ORDINANCE(S) FOR ADOPTION

Motion to approve the second reading and adoption of Ordinance #361 - Rezoning a Property within the Plat of Raven Stream Village

Motion made by Mayor Nickolay, Seconded by Councilmember Bass.

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

Motion carried (5-0)

- a. #361 - Rezoning a Property within the Plat of Raven Stream Village

13. RESOLUTIONS

- a. #CC-26-05-18-02 - Adopting Scott County Multi-Hazard Mitigation Plan

Police Chief Tim Applen presented the Scott County Multi-Hazard Mitigation Plan

Motion to approve Resolution #CC-26-05-18-02 - Adopting Scott County Multi-Hazard Mitigation Plan

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)

14. GENERAL BUSINESS

- a. Appointment of Board/Commission Members

Motion to approve the 2026 Board & Commission Appointments as presented.

Motion made by Councilmember Bass, Seconded by Councilmember Wolf.

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

Motion carried (5-0)

- b. Purchase of 1201 1st Street NE

- i. Inspection Photos

- ii. Renovation Estimates

- iii. Funding Map

- iv. Resolution #CC-26-05-18-03 - Approving Purchase of 1201 1st Street NE

- v. Purchase Agreement

vi. Resolution #CC-26-05-18-04 - Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations

City Administrator Joshua Tetzlaff presented the Purchase of 1201 1st Street NE.
Motion to approve Resolution #CC-26-05-18-03 - Approving Purchase of 1201 1st Street NE
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)

Motion to approve Resolution #CC-26-05-18-04 - Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations

Motion made by Mayor Nickolay, Seconded by Councilmember Bass.
Voting Yea: Mayor Nickolay, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

15. MISCELLANEOUS

- a. Meeting Minutes
 - i. April 8, 2026 EDA Board Meeting Minutes
 - ii. April 8, 2026 EDA Board Meeting Minutes - Closed
 - iii. April 14, 2026 Park Board Meeting Minutes

16. ADJOURNMENT

Motion to adjourn the meeting at 7:37 p.m.
Motion made by Mayor Nickolay, Seconded by Councilmember Bass.
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
 06/01/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
DUBANOSKI, ZACHARY	TRAINING	\$52.00	
MES SERVICE COMPANY LLC	FIREFIGHTER GEAR	\$744.05	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$460.93	
ST LOUIS MRO INC	PRE-EMPLOYMENT TESTING	\$12.50	
STAR GROUP LLC.	REPAIRS	\$138.84	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$749.27	
ZWEBER, MATTHEW	TRAINING	\$52.00	
TOTAL:			\$2,209.59
<u>OTHER - TO BE REIMBURSED</u>			
AMAZON CAPITAL SERVICES	APPAREL	-\$24.13	
AMAZON CAPITAL SERVICES	INK	-\$80.09	
US BANK CREDIT CARD	YOUTH BASEBALL	\$474.36	
TOTAL:			\$370.14
<u>COUNCIL</u>			
US BANK CREDIT CARD	APPAREL	\$44.32	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$274.98	
TOTAL:			\$319.30
<u>ADMINISTRATION</u>			
ABDO	2025 AUDIT SERVICES	\$5,211.00	
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	\$6.63	
AMAZON CAPITAL SERVICES	APPAREL	\$27.75	
US BANK CREDIT CARD	AMAZON WEB BILLING	\$0.61	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$284.96	
TOTAL:			\$5,530.95
<u>TECH NETWORK</u>			
US BANK CREDIT CARD	MONITORS	\$153.79	
TOTAL:			\$153.79
<u>ELECTIONS</u>			
AMAZON CAPITAL SERVICES	SCANNER	\$28.48	
TOTAL:			\$28.48
<u>PLANNING</u>			
US BANK CREDIT CARD	APPAREL	\$89.82	
US BANK CREDIT CARD	GO TO MEETING	\$20.60	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$27.18	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$56.81	
TOTAL:			\$194.41
<u>GOVERNMENT BUILDING</u>			
CERTIFIED RECYCLING	CITY WIDE CLEAN-UP	\$1,610.00	
HOME PURCHASING SERVICES INC	1201 1ST ST NE - APPRAISAL SERVICE	\$2,000.00	
LANDMARK ENCIRONMENTAL LLC	1201 1ST ST NE - ENVIRO ASSESSMENT	\$3,000.00	
NEW DAY CHURCH OF ELKO-NEW MARKET	BUILDING PURCHASE	\$1,683,000.00	
NEW PRAGUE UTILITIES	GOVT BUILDING -ELECTRIC	\$1,324.94	
NEW PRAGUE UTILITIES	GOVT BUILDING - WATER/SEWER	\$211.23	
US BANK CREDIT CARD	APPAREL	\$2.41	
VETERAN SHREDDING	CITY WIDE CLEAN-UP SHEDDING	\$1,230.00	
TOTAL:			\$1,692,378.58

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 06/01/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>POLICE</u>			
AMAZON CAPITAL SERVICES	TAPE	\$11.99	
AMAZON CAPITAL SERVICES	FLASH DRIVES	\$112.98	
AXON ENTERPRISES INC.	AXON FLEET - CRADLEPOINT	\$525.97	
AXON ENTERPRISES INC.	AXON FLEET LEASE/TAP	\$11,797.53	
HAS LLC dba DEHMER CENTRAL FIRE PRO	REFILL EXTINGUISHER	\$307.73	
NEW PRAGUE UTILITIES	POLICE FLOCK	\$42.51	
ST LOUIS MRO INC	PRE-EMPLOYMENT TESTING	\$25.00	
STREICHER'S	UNIFORM - GIESEKE	\$3,918.71	
US BANK CREDIT CARD	SUPPLIES	\$224.96	
US BANK CREDIT CARD	MN CHIEFS CONFERENCE	\$124.30	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$279.14	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,575.48	
TOTAL:			\$18,946.30
<u>FIRE</u>			
DUBANOSKI, ZACHARY	TRAINING	\$52.00	
MES SERVICE COMPANY LLC	FIREFIGHTER GEAR	\$744.04	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$328.52	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$132.42	
ST LOUIS MRO INC	PRE-EMPLOYMENT TESTING	\$12.50	
STAR GROUP LLC.	REPAIRS	\$110.40	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$365.65	
ZWEBER, MATTHEW	TRAINING	\$52.00	
TOTAL:			\$1,797.53
<u>BUILDING INSPECTOR</u>			
BRIAN PETERSEN	MEAL REIMBURSEMENT RIVERBEND MEETIN	\$15.97	
SCOTT SASSE	MEAL REIMBURSEMENT RIVERBEND MEETIN	\$17.18	
US BANK CREDIT CARD	APPAREL	\$34.55	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$150.20	
TOTAL:			\$217.90
<u>GENERAL FUND - AMBULANCE</u>			
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$328.52	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$43.22	
TOTAL:			\$371.74
<u>STREET</u>			
AMAZON CAPITAL SERVICES	BOOTS	\$49.99	
EARL F. ANDERSEN	CROSS WALK BLOCKED SIGN	\$223.30	
EARL F. ANDERSEN	WARNING SIGNS	\$620.20	
HAWK ALARM SYSTEMS INC	FIRE ALARM MONITORING - STREETS	\$15.00	
JEFF BELZER NEW PRAGUE FORD	2026 F-550	\$56,350.00	
MARTIN MARIETTA MATERIALS	TACK OIL	\$110.00	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$303.09	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$291.47	
US BANK CREDIT CARD	APPAREL	\$3.62	
US BANK CREDIT CARD	CRACK SEALING	\$24.91	
US BANK CREDIT CARD	BOOM LIFT CONTROL COVER	\$77.25	
US BANK EQUIPMENT FINANCE	COPIER LEASE - STREETS	\$75.00	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,088.52	
TOTAL:			\$59,232.35

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 06/01/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>STREET LIGHTS</u>			
NEW PRAGUE UTILITIES	STREETLIGHTS	\$4,575.99	
TOTAL:			<u>\$4,575.99</u>
<u>PARKS</u>			
AMAZON CAPITAL SERVICES	BUNGEE CORDS	\$99.57	
CROSS NURSERIES INC	EAB REPLACEMENT TREES	\$1,705.50	
NEW PRAGUE UTILITIES	PARKS -ELECTRIC	\$912.16	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$724.95	
US BANK CREDIT CARD	BOOM LIFT CONTROL COVER	\$77.25	
US BANK CREDIT CARD	SPRINKLER HEADS/GARBAGE CANS	\$1,159.12	
US BANK CREDIT CARD	CHARGER / CASE	\$23.92	
US BANK CREDIT CARD	HITCH	\$210.00	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$711.51	
TOTAL:			<u>\$5,623.98</u>
<u>PARK BOARD</u>			
WM. MUELLER & SONS INC.	FOUNDRY HILL - ASPHALT	\$395.20	
TOTAL:			<u>\$395.20</u>
<u>LIBRARY</u>			
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$790.31	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$90.22	
TOTAL:			<u>\$880.53</u>
GENERAL FUND TOTAL:			<u>\$1,793,226.76</u>
<u>FUND 424 - CAPITAL PROJECTS - CIP 2025</u>			
SEH	CIP 2025	\$5,523.91	
TOTAL:			<u>\$5,523.91</u>
<u>FUND 425 - CAPITAL PROJECTS - POLICE STATION</u>			
AMERICAN ENGINEER TESTING INC	POLICE ADDITION	\$4,160.90	
CENTERPOINT ENERGY	NATURAL GAS - POLICE ADDITION	\$2,772.35	
HALLBERG ENGINEERING INC	NEW PRAGUE POLICE DEPARTMENT ADDITIO	\$1,225.00	
NEW PRAGUE UTILITIES	POLICE ELECTRIC	\$506.91	
US BANK CREDIT CARD	SANITARY RECEPTACLES	\$64.98	
TOTAL:			<u>\$8,730.14</u>
<u>FUND 426 - CAPITAL PROJECTS - CIP 2026</u>			
SEH	CIP 2026	\$7,360.00	
TOTAL:			<u>\$7,360.00</u>
<u>FUND 455 - TRUNK SANITARY FEES</u>			
SEH	NW LIFT STATION DESIGN	\$933.16	
TOTAL:			<u>\$933.16</u>

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 06/01/2026

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>FUND 602 - ENTERPRISE - SANITARY SEWER</u>			
ABDO	2025 AUDIT SERVICES	\$2,780.67	
AMAZON CAPITAL SERVICES	APPAREL	\$3.82	
AQUARIUS HOME SERVICES	WATER SOFTENER REPAIR	\$149.00	
EGAN	SCADA UPGRADE	\$6,464.00	
ELECTRIC PUMP	PROGRAMMING	\$225.00	
GRAINGER	FERRIC TANK CAPACITY UPGRADE	\$1,656.79	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$25,797.21	
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$1,138.89	
QUALITY FLOW SYSTEMS INC.	37 LIFT STATION	\$2,390.00	
SALTCO	MONTHLY SALT RENTAL	\$70.00	
US BANK CREDIT CARD	MONITORS	\$13.98	
US BANK CREDIT CARD	APPAREL	\$25.27	
US BANK CREDIT CARD	TESTING TOOL SET	\$189.96	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$211.80	
TOTAL:		\$41,116.39	\$41,116.39
<u>FUND 606 - ENTERPRISE - STORM UTILITY</u>			
ABDO	2025 AUDIT SERVICES	\$166.84	
AMAZON CAPITAL SERVICES	APPAREL	\$2.64	
US BANK CREDIT CARD	MONITORS	\$13.98	
US BANK CREDIT CARD	APPAREL	\$6.93	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$14.17	
TOTAL:		\$204.56	\$204.56
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			\$1,857,094.92

Vendor Name	Net Invoice Amount
ABDO	
2025 AUDIT SERVICES	\$1,126.18
AMAZON CAPITAL SERVICES	
APPAREL	\$1.19
APPAREL	\$1.45
COLLEGE CITY BEVERAGE	
LIQUOR/SELTZERS	\$279.38
BEER	\$624.20
BEVERAGES-NON-ALCOHOLIC	\$21.99
KEG - CREDIT	\$30.00-
BEER	\$850.00
BEVERAGES-NON-ALCOHOLIC	\$111.87
CREDIT - KEG DEPOSIT	\$120.00-
GOLF PROFESSIONAL ENTERPRISES LLC	
MAY MANAGEMENT FEE	\$8,916.66
HAWK ALARM SYSTEMS INC	
FIRE ALARM MONITORING	\$21.48
NEW PRAGUE UTILITIES	
ELECTRIC UTILITIES	\$2,026.44
STORM UTILITIES	\$535.58
WATER/SEWER UTILITIES	\$1,077.17
ELECTRIC UTILITIES	\$51.98
WATER/SEWER UTILITIES	\$249.29
THE TESSMAN COMPANY	
PORTABLE SPIKE BRUSH STAND	\$329.91
TOW DISTRIBUTING CORP	
BEER	\$374.00
KEG CREDIT	\$30.00-
US BANK CREDIT CARD	
INVENTORY	\$130.53
APPAREL	\$1.21
MONITORS	\$13.98
REBUILD KIT	\$385.00
COGS	\$186.97
ICE MACHINE CLEANER	\$252.83
DUMP TRAILER	\$479.69
US BANK EQUIPMENT FINANCE	
COPIER RENTAL	\$251.92
 Grand Total:	 <u><u>\$18,120.90</u></u>

Vendor Name	Net Invoice Amount
ABDO	
2025 AUDIT SERVICES	\$5,100.00
AMAZON CAPITAL SERVICES	
APPAREL	\$7.12
OFFICE SUPPLIES	\$6.63
APPAREL	\$8.67
MARTIN MARIETTA MATERIALS	
TACK OIL	\$110.00
NEW PRAGUE UTILITIES	
ELECTRIC UTILITIES	\$1,904.38
SMMPA - NORTH SOFTNER	\$297.20
WATER PUMPING - E	\$9,001.87
WATER PUMPING - W/S/S	\$2,531.07
WATER UTILITIES	\$395.60
US BANK CREDIT CARD	
10TH AVE BOOSTER	\$195.23
2026 LSL REPLACEMENT	\$1,118.37
APPAREL	\$40.00
APPAREL	\$13.26
APPAREL	\$85.88
GEN SCHOOL	\$487.84
METAL	\$258.55
MONITORS	\$83.88
OIL SAMPLES	\$15.22
PROPANE TANK VALVE	\$40.96
UNDERGROUND SCHOOL	\$625.09
US BANK EQUIPMENT FINANCE	
COPIER LEASE	\$500.38
Grand Total:	\$22,827.20

Vendor Name	Description	Net Invoice Amount
ABDO	2025 AUDIT SERVICES	115.31
Total EDA:		115.31
Grand Totals:		115.31

**MINNESOTA BASEBALL ASSOCIATION
2026 BID/AGREEMENT FOR HOSTING
MBA STATE TOURNAMENT**

THIS AGREEMENT (“Agreement”) is dated 01/01 2026 by and between the following:

- 1: New Prague Orioles Inc., as the primary obligor, and the City of New Prague as the facility owner

each known as a “Host Site” and collectively referred to as the “Host Sites”; and,

the Minnesota Baseball Association, Inc.,, a Minnesota nonprofit corporation (referred to hereinafter as “MBA”).

THE PARTIES AGREE AS FOLLOWS:

- 1 Scope and Description. The Parties desire to set forth various provisions, terms and obligations regarding the hosting of the annual Minnesota Baseball Association State Tournament as detailed in this Agreement.
- 2 Contributions. The Host Sites are to contribute financially to the venture as documented below for the duration of the joint venture, to ensure its success:
 - a The Host Sites shall pay the sum of \$0.00 to MBA to help defer costs of umpiring during the state tournament. Such amount shall be paid at the discretion of the board based on the attendance of the tournament. The board reserves the right to adjust this fee.
 - b Each Host Site shall provide field access, lights, stands, parking and associated areas and service at no cost to the MBA, on the standards and terms set forth in this Agreement.
 - c During the tournament, each Host Site shall assist in coordinating with the MBA nightly deposit arrangements must be made with a local, federally insured depository institution.
 - d First aid and ambulance services shall be provided by each Host Site.
 - e Security and police services as reasonably appropriate shall be provided by each Host Site.
 - f Host Sites shall provide & fund adequate housing for the MBA State Delegation of 12 rooms per night during the duration of hosting the state tournament. The number of rooms provided may be reduced at the state board's discretion.
 - g A secured space for administrative office purposes, appropriately heated or cooled, large enough to accommodate 8-10 individuals, to be located near the entrance to each Host Site ballpark. Such site and accommodation must be approved by MBA. Each area must have access to adequate electricity and

reliable wi-fi internet access of at least 50 mbps. A supply of non-alcoholic beverages will be provided in the board trailer for the state board members.

- h. The maintenance of the field and playing conditions shall be the responsibility of each Host Site, and each site shall have adequate labor and personnel on hand to maintain the playing field in championship condition.
- i. Host Sites shall each provide game support staff, stadium maintenance and staffing as per MBA guidelines and instructions.
- j. Each Host Site shall provide nearby off-site committee office locations as needed by the MBA during the Tournament.
- k. Hosts agree to cover the costs of 30 individual state champion plaques for class A, B and C. Hosts agree to pay for 15 all tournament plaques for all classes. The board reserves the right to reduce or eliminate these fees based on the success of the tournament.
- l. Hosts agree to implement a fourth site to host 8 games during the first weekend of the state tournament in order to cover field demands for the state tournament format. This fourth site will be ready to host additional games the following two weekends per state board request as the need arises.
- m. The MBA will provide 80 dozen baseballs for the state tournament without cost to the host sites. The baseball brand and specifications will be at the discretion of the board and will be the property of the host sites at the conclusion of the state tournament. Additional balls needed will be at the cost of the host sites.
- n. The MBA will sponsor a player of the game and provide tee-shirts at no cost to the host sites. The host sites will pick the player and do a post game interview on the playing field immediately following the game and present the player with the shirt. This promotion will be sponsored solely by the MBA.

3 Site and Stadium Criteria. Each Host Site shall provide the following:

- a. The Americans with Disabilities Act, which went into effect January 26, 1992, requires that public establishments offer equal access and services to people who are physically and mentally disabled. The facility must agree that it will be in compliance with all applicable cities, state or federal regulations concerning access and seating for people with disabilities.
- b. Each stadium must be clean and accessible. Playing surface must be safe and of championship caliber. The facility must be available from 6 a.m. Wednesday preceding the competition through the conclusion of the championship game for the purpose of preparing for; practicing for and conducting the competition.
- c. The stadium shall be enclosed so admission can be charged. No one is allowed to enter without a ticket. The MBA shall set standards for access and ticket policies, and each Host Site shall coordinate security and ticket entry in compliance with such standards.

- d. In addition to MBA regulations, the playing areas shall have the following minimum requirements:
 - i. Dugouts with water available.
 - ii. Dugouts capable of accommodating a minimum of twenty-five uniformed personnel.
 - iii. Lighted scoreboard capable of posting team town names and inning by inning score.
 - iv. One ton of diamond dry or comparable product on hand at the site.
 - v. Adequate field preparation resources available (e.g., tarp, additional drying agents, personnel) to maximize play of the field in case of inclement weather, at the direction of MBA staff, and sufficient grounds crew personnel to prepare the field for play within 15 minutes.

 - e. The stadium areas shall have the following requirements:
 - i. Stadium seating for a minimum capacity of 750 individuals.
 - ii. Appropriate concessions areas and space for merchandising.
 - iii. A First Aid station and ambulance staging area
 - iv. Appropriate Parking areas for participants and spectators, including:
 - 1. A reserved parking lot for board members (5 spaces at each site).
 - 2. Appropriate parking for media and video production services, with the recommendation of 250 linear feet for parking, immediately adjacent and accessible to the stadium.
 - v. Areas for banners, advertising, and other informational postings provided by the MBA, in such locations as is deemed appropriate by the MBA.
 - vi. Appropriate delivery area for concessions and other logistics which does not interfere with ticket sales or crowd movement.
 - vii. Acceptable designated shelter area within walking distance for players and fans in case of emergency evacuation for weather or other security purposes.

 - f. Each Host Site shall further provide a press booth with the following requirements:
 - i. A booth and enclosed table space capable of seating at least 5 individuals in addition to game management staff provided by each Host Site, and made available exclusively for the MBA, its video and web production staff, and any other official partners of the MBA.
 - ii. Such booth shall have reliable electrical access for all such seats, and further have reliable wi-fi internet access of at least 50 mbps.
- 4 City and Area Criteria. Each Host Site shall provide the following:
- a. Adequate lodging for participants and spectators located within 30 miles of each ballpark.
 - b. List of local dining establishments, including days and hours of service and reasonable directions and distance from each ballpark.

- c. List of local service stations, including days and hours of service and reasonable directions and distance from each ballpark.
 - d. Appropriate directional signs to the ballpark in and around the city as needed per the MBA direction and approval.
 - e. A liability policy of at least \$1 million dollars that lists the MBA as an additional insured. This policy shall be provided by all host sites with a signed copy of this document.
- 5 Conduct. The following terms are applicable to preparation and operation of the tournament:
- a. Prior to the tournament
 - i. A Chairperson and/or co-chairperson to be appointed by Host Sites by July 1 of the year prior to the tournament. This person shall be available 1 ½ hours prior to the first game of each session and also available throughout the session.
 - ii. The MBA will be provided a full list of committees by the Host Sites at a July meeting to be held in the host's town the year of the tournament. The MBA shall review facilities at that time.
 - iii. Each site shall be inspected by the MBA approximately one year prior to hosting the tournament. Upon inspection the MBA may provide written requirements to be signed by one (1) local representative and one (1) MBA board member. Unless otherwise waived by the State Board, such requirements must be completed by July 1 of tournament year or the State Board reserves the right to move sites or award no further tournaments to the Host Site.
 - iv. The State Board shall, at a date in July of the tournament year, inspect the tournament sites (ballparks and lodging) at each Host Site. The Host Sites shall provide one night lodging for each board member for such inspections.
 - b. During the tournament
 - i. A team host for each team will be at the ballpark 1 ½ hours prior to the scheduled game time and act as liaison between teams and the tournament staff.
 - ii. At least two (2) ticket selling windows will be available and properly located. Windows are to be staffed by the Host Site 1 ½ hours before scheduled game times by competent ticket sellers and ticket takers.
 - iii. There will be a separate pass gate properly located and staffed by the Host Site 1 ½ hours before scheduled game time. This gate will be under supervision of the MBA.
 - iv. Sufficient police protection will be available during tournament and after all ball games, and appropriate security provided by the MBA on site throughout the tournament.
 - v. The MBA and its authorized directors shall have the power to adjust matters at any time which they deem to be in the best interest of baseball or the tournament.
 - vi. MBA reserves the right to display approved banners/signage for official sponsors. The Host Site shall not permit any local sponsor exclusive signage which would have the effect of limiting any MBA Official Sponsor.

- vii. The MBA and its authorized Directors will have the final decision on playing conditions on all fields during the state tournament.
 - viii. MBA shall have complete charge of scheduling of games and postponements, media rights, passes, ticket sales supervision, trophies, and award honors
- 6 Baseball. All game conduct, eligibility, scheduling, and playing rules shall be under the exclusive and sole jurisdiction of the MBA. The MBA board reserves the right to adjust the tournament format and scheduling as it sees fit without consent of any Host Site.
 - 7 Compensation and Receipts. The MBA shall receive all proceeds of tickets and any other receipts pursuant to written compensation agreements. The MBA owns all video and media licensing and credentialing. Each Host Site shall receive any parking, merchandising, program booklet advertising and sales (subject to MBA required advertising components to such booklet), and concessions revenues collected thereto.
 - 8 Insurance. Each Host Site will procure a Commercial General Liability (CGL) Insurance policy on an occurrence form for Bodily Injury and Property Damage, including Products Liability (including completed-operations coverage), coverage for contractual liability, independent contractors, and personal and advertising injury. Coverage cannot exclude liability arising from athletic participation, spectators, alcohol, or food-borne illness, with minimum limits of \$1,000,000. The MBA shall be listed as additional named insured. Host Site shall provide a Certificate of Insurance to the MBA Secretary with this signed document.
 - 9 Deposit. Each Host Site shall provide a \$1,000.00 deposit with this signed document for each host site as certification that all requirements will be in order by the tournament. If all requirements are in order, at the sole discretion of the MBA, each Host Site deposit will be refunded. Any unmet requirements may be deducted in the amount the MBA deems reasonably appropriate, in its sole discretion.
 - 10 Special Promotions. The Host Sites may initiate special promotions for the tournament. All promotional expenses will be the obligation of the Host Sites, unless agreed in writing by the MBA.
 - 11 Indemnification. Except as to the City of New Prague, which shall be subject to the limits of Minn. Stat. Chapter 466 and other applicable law, each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents. Each Host Site shall specifically indemnify the MBA as against any claim regarding the condition of the stadium, playing surface, parking area, security, medical care, or other items provided by the Host Site pursuant to this Agreement.
 - 12 Default. Failure to meet requirements and criteria contained in this Agreement may result

in losing the right to host the state tournament at the MBA's discretion, without notice or warning to the Host Site. MBA reserves all rights to withdraw host rights at any time and without notice or warning for failure to comply with any terms of this agreement without compensation or offset to a Host Site legal or financial liability to the MBA.

- 3 Assignment. Neither party shall assign or transfer his or her rights or duties under this Agreement without the express written consent of the other party. Any transfer or assignment made without the consent of the other party shall not relieve the transferor or the assignor of his or her duties or obligations under this agreement.

- 4 Miscellaneous. This is the entire agreement between the parties with regard to the subject matter hereto. No oral modification is permitted. This Agreement is governed under the laws of Minnesota. This agreement may be executed in multiple counterparts. Any provision hereof adjudged illegal or unenforceable shall not affect the legality or enforceability of any other provision hereof.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Host Site of New Prague has executed this agreement effective as of the date above.

Facility Owner:

City of New Prague, a Minnesota municipal corporation
Representative Signature:

By: (print name) _____
Title: (title) _____

By: (print name) _____
Title: (title) _____

LOCAL COMMITTEE- New Prague State Baseball

By: (print name) _____
Title: (title) _____

IN WITNESS WHEREOF, the Minnesota Baseball Association, Inc., a Minnesota nonprofit corporation has executed this agreement effective as of the date above.

MBA
MINNESOTA BASEBALL ASSOCIATION, INC.,
a Minnesota nonprofit corporation

Sig:
By: Mark Forsman
Title: President

Sig:
By: Mike Nagel
Title: Treasurer

BALLPARK USE AND LICENSING AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____ 2026, by and between the City of New Prague, a municipal corporation under the laws of Minnesota (the "City"), New Prague Orioles, Inc., a Minnesota non-profit corporation ("NPO"), and New Prague State Baseball, a Minnesota non-profit corporation (the "Corporation").

WHEREAS, the City owns and operates the Memorial Park Baseball Stadium, a ballpark located at 400 Lexington Avenue South, New Prague, Minnesota 56071 (the "Ballpark"); and

WHEREAS, the Ballpark is intended to serve the residents of the City and the surrounding communities, and is suitable for adult amateur baseball games; and

WHEREAS, NPO desires to sponsor and coordinate the 2026 Minnesota State Amateur Baseball Tournament (the "Tournament"), to be held during calendar year 2026; and

WHEREAS, NPO wishes to hold Tournament games at the Ballpark during the aforementioned dates; and

WHEREAS, pursuant to state law, the City has the authority to enter into agreements with corporations pertaining to public recreation events; and

WHEREAS, the City is willing to allow NPO to host the Tournament at the Ballpark, and NPO desires to do so, in strict accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties, in consideration of the representations, covenants and agreements set forth herein, represent, covenant and agree with one another as follows:

1. **Recitals.** The above recitals are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Use License.** The City hereby grants NPO an exclusive license to use the Ballpark on the following dates during calendar year 2026:
 _____ and additional dates as agreed-upon by the parties if necessary to accommodate weather cancellations.

The City will not schedule any other events at the Ballpark during the aforementioned dates.

- 3. Intentionally omitted.

- 4. Parking. Tournament participants and patrons may use the parking lots located at the Ballpark during the Tournament; provided, however, that the City retains the right to restrict parking in certain parking areas in order to accommodate other events, programming, or activities at the Ballpark or at other nearby City facilities, as the case may be. Tent stakes shall not be driven into the asphalt parking lots and any food preparation devices (i.e. grills, grease fryers) shall provide adequate protection for dripping and spillage of grease onto the asphalt parking lots. Tournament participants and patrons shall also be allowed to park on the vacant, unpaved surface north of Third Street, adjacent to the former armory building and water treatment plant, subject to weather- related conditions. City staff shall notify NPO if weather conditions make parking on said surface unreasonable, which shall be determined at the sole discretion of the City.

- 5. Street Closure. During the Tournament, the City intends to close the portion of Lexington Avenue that lies south of Third Street in order to allow adequate access for emergency responders and other necessary personnel. No Tournament parking will be permitted on the closed portion of Lexington Avenue.

- 6. Hours. Use of the Ballpark shall be subject to the City's regular park hours of 6:00 a.m. to 11:00 p.m. and Tournament games should be reasonably scheduled to avoid the need to occupy the Ballpark beyond 11:00 p.m. However, due to the possibility that Tournament games could go longer than anticipated and/or extend into extra-innings, use of the Ballpark may extend beyond 11:00 p.m. for the sole purpose of concluding an ongoing game. City staff retains the right, however, to require that any game extending beyond closing hours be suspended in the event of a public nuisance or a threat to the public health, safety, or welfare, which shall be determined at the sole discretion of the City.

- 7. Termination. If either party fails to perform its obligations under this Agreement, the other party may terminate this Agreement by giving written notice of the intention to terminate to the other party at least ten (10) days prior to such termination; provided,

however, that if NPO's failure to perform its obligations hereunder creates or constitutes, in the sole discretion of the City, a threat to the public health, safety, or welfare, the City may immediately terminate this Agreement at any time.

8. Field Maintenance. During its use of the Ballpark, and to the extent it desires, NPO shall be responsible for (1) all grooming of the infield surfaces, (2) all chalking of the Ballpark lines, and (3) any other temporary modifications that might be needed for adult amateur baseball games. In the event that NPO moves any equipment or makes any other temporary modifications to the Ballpark pursuant to this provision, it shall promptly replace said equipment to its original location and restore the Ballpark to its original condition immediately following the Tournament.

9. Cancellations. In the case of inclement weather or unfavorable field conditions, the City shall retain the right, in its sole discretion, to determine whether the Ballpark is playable and may cancel any Tournament games. The City shall not be in any way liable to NPO or any other entity if the Ballpark becomes unavailable for use due to weather or unfavorable field conditions.

10. Concessions; Food and Alcohol. During the Tournament, NPO may operate a food and beverage stand at the Ballpark. NPO agrees to comply with all state and local laws related to food and beverage sales, and all other applicable rules and regulations imposed at the Ballpark by the City. Any alcohol sales made during the Tournament shall be made only by NPO and strictly in accordance with NPO's City approved liquor license(s). Said liquor sales are authorized only during Tournament games and may not be made during any other event or activity.

No consumption or possession of alcohol is allowed at the Ballpark except by sale pursuant to and in accordance with the aforementioned liquor license, and no alcohol shall be sold for off-site consumption. NPO shall be solely responsible for ensuring that alcohol is not brought on or off the Ballpark premises by Tournament participants and patrons. In no event shall alcohol be consumed on the field of play or in the player dugouts and NPO shall also be responsible for ensuring that alcohol is only consumed in the areas authorized under the applicable license and this Agreement. NPO shall strictly comply with all state and local laws, rules and regulations regarding alcohol and in no way shall this Agreement be construed to authorize anything that is otherwise prohibited by state or local laws, rules or regulations. Failure to strictly comply with this section 10 shall be grounds for the City to immediately terminate this Agreement.

11. Golf Carts; Signs. The operation of golf carts and the display of temporary signs during the Tournament shall be done only in accordance with state and local law, including but not limited to, the golf cart and sign provisions contained in the New Prague City Code. Notwithstanding the foregoing, the City agrees to waive any City fees that are otherwise required for golf cart permits and temporary sign permits. Said waiver, however, does not relieve NPO from having to obtain said permits.

12. Indemnification: Release of Claims. NPO agrees to release, indemnify, and hold harmless the City from any and all claims, demands, suits, actions, or liabilities resulting from injuries or death to any person, or damage or loss of any property, arising from or alleged to arise from NPO's use of the Ballpark during the Tournament pursuant to this Agreement. Each party agrees to accept full responsibility for its own negligence and actions. Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City under law. The City's liability is subject to the limits of Minn. Stat. Chapter 466 and other applicable law.

NPO and NPO's contractors, attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby release and forever discharge the City, 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, execution and performance of this Agreement between the parties. Nothing contained in this paragraph is intended to prevent the exercise of any rights available pursuant to this Agreement.

13. Insurance. Prior to using the Ballpark and throughout the term of this Agreement, NPO, at its sole cost and expense, shall maintain in full force and effect general liability insurance in the minimum amounts of \$1,000,000 personal injury, \$1,000,000 per occurrence, \$300,000 fire damage, \$5,000 medical expense, and a general aggregate of at least \$2,000,000, and liquor liability insurance of \$1,000,000 per occurrence and \$1,000,000 general aggregate. The City shall be named as an additional insured on the insurance policies described herein. A Certificate of Insurance showing coverage as indicated above with a carrier that is acceptable to the City as well as a copy of all policies of insurance shall be submitted to the City Administrator at least ten (10) days prior to Tournament commencement. The City reserves the right to reject the carrier if it is not an A+ carrier licensed to do business in the State of Minnesota.

14. Compensation for Damages. NPO agrees to reimburse the City for any and all damages to the Ballpark resulting from NPO's use of the Ballpark during the Tournament. If it is established that any portion of the Ballpark, or the Ballpark's surrounding landscapes, facilities, or parking lots, are damaged by the act or failure to act of NPO, its members, agents, or invitees during the term of this Agreement, the City shall charge NPO, and NPO agrees to pay the City, the sum necessary to restore the premises back to its pre- damaged condition.

15. Notices. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail and addressed to:

If to the City: City of New Prague
118 Central Avenue N
New Prague, MN 56071
Attn: City Administrator

If to NPO: New Prague Orioles, Inc.
1401 Woodlands Court SE
New Prague, MN 56071
Attn: Nicholas Schoenecker

If to the Corporation: New Prague State Baseball
506 Chalupsky Avenue North
New Prague, MN 56071
Attn: Brad Schmitz

Or such other address as any party may provide to the others by notice given in accordance with this provision.

- 16. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.
- 17. Compliance with Other Laws. NPO and the Corporation agree to conform to and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City.
- 18. Data Practices. Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. NPO and the Corporation will immediately report to the City any requests from third parties for information relating to this Agreement. NPO and the Corporation agree to promptly respond to inquiries from the City concerning data requests. NPO and the Corporation agree to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of NPO's failure to comply with the requirements of this paragraph; provided that NPO and the Corporation shall have no duty to defend or indemnify where each respective entity has acted in conformance with the City's written directions.
- 19. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- 21. Entire Agreement. This Agreement shall constitute the entire agreement between the parties regarding the subject matter and supersedes any other written or oral agreements. This Agreement can only be modified in writing signed by each party.

22. Waivers. By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law. Any waiver by the parties of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
23. Non-Assignability. The parties may not assign any interest in this Agreement without the other parties' written consent.
24. Modification. No modifications or amendments may be made to this Agreement unless in writing and signed by the parties hereto.
25. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their behalf by their authorized representatives on or as of the date first above written.

CITY OF NEW PRAGUE:

By: _____
Charles L. Nickolay
Its: Mayor

By: _____
Joshua M. Tetzlaff
Its: City Administrator

NEW PRAGUE ORIOLES, INC:

By: _____
Nicholas J. Schoenecker
Its: President

NEW PRAGUE STATE BASEBALL:

By: _____
Brad Schmitz
Its: Trustee/Advisor



Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: May 27, 2026

RE: Project Updates

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

2025 STREET AND UTILITY IMPROVEMENTS PROJECT

The Project punchlist is substantially complete. The general contractor is expecting a schedule from the paving contractor soon for final wear course paving.

2026 STREET IMPROVEMENT PROJECT

A memo for this project is included with the council packet. Construction is expected between June and September of this year, with the majority of the work expected to take approximately 2 months. A proposal for engineering services is also included with the council packet.

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

A proposal to complete a preliminary engineering study is included with the council packet.

LEAD SERVICE LINE REPLACEMENTS

2025 Project (Phase 1)

The contractor has completed all lead service line replacements included with the project. Final completion and submittals are expected over the next 4-6 weeks.

2026 Project (Phase 2)

Plans have been sent to the Minnesota Department of Health for certification.

ALTON AVENUE FEASIBILITY STUDY

The Feasibility Study is nearing completion with most major preliminary design items to be discussed at a June 11th meeting.

NW AND NE LIFT STATION STUDIES

Work on these two studies has started. A kickoff meeting with City staff was held on May 11th. Some modifications to the NE lift station scope is anticipated as a second lift station may be needed that was not identified in previous studies. Preliminary work at this time as primarily included environmental reviews and preliminary mapping.

cdk

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



Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

CC: Matt Rynda, Public Works Director
Bruce Reimers, Utilities General Manager

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

DATE: May 27, 2026

RE: 2026 Street Improvement Project
Resolution Accepting Bids
SEH No. SEH No. NEWPR 188030 14.00

BID OPENING

Attached is a summary of the bid opening held on Friday, May 8, 2026, along with a summary tabulation of the four bids received with the recommendation of award.

REVIEW OF BIDS / BUDGET IMPACTS

Cost estimates for the project were put together last year and updated just prior to the project bidding. A summary of these estimates is shown below:

Contractor	Base Bid
S.M. Hentges & Sons, Inc.	\$989,998.00
Final Engineer's Estimate	\$1,048,328.00
Wm. Mueller & Sons, Inc.	\$1,063,453.65
GMH Asphalt Corporation	\$1,128,669.05
Valley Paving, Inc.	\$1,253,437.00

The project includes the improvements identified within the Feasibility Report and for general street and utility reconstruction. The low bidder on the project was S.M. Hentges, Inc out of Jordan, MN with a total bid of \$989,998.00. The low bid by S.M. Hentges, Inc. is approximately 5% lower than the Final Engineer's Estimate. S.M. Hentges & Sons, Inc has previously completed work in the City of New Prague, primarily the Main Street improvements.

The following table shows the cost split for the improvements compared to S.M. Hentges bid. Note that utility work on this project is exclusively storm sewer related. Sanitary sewer and water main improvements only include valve or manhole adjustments to match the adjusted road elevation.

Improvement	Final Engineer's Estimate	S.M. Hentges Construction Bid
Street and Restoration	\$935,248.00	\$881,014.60
Storm Sewer, Sanitary Sewer, and Water Main	\$113,080.00	\$108,983.40
	\$1,048,328.00	\$989,998.00

The preliminary engineer's estimate for construction presented in December was \$970,000, not including contingency (\$97,000). The final engineer's estimate and bid provided by S.M. Hentges & Sons is within the expected range of costs estimated for the Project's construction.

This project has been approved by MnDOT can be awarded to the low bidder. Proposals for materials testing will be provided at the June 15th council meeting.

STAFF/ENGINEER RECOMMENDATION

It is recommended that the City Council approve the attached Resolution Accepting Bids for the 2026 STREET IMPROVEMENT PROJECT and to award the contract to S.M. Hentges & Sons, Inc., of Jordan, Minnesota.

cdk
Attachment: Resolution Accepting Bids

x:\ko\newpr\188030\1-gen\16-meet\city council\051826 meeting\memo award of bid 06.01.2026.docx

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

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

**2026 STREET IMPROVEMENT PROJECT
ACCEPTING BIDS**

WHEREAS, pursuant to an advertisement for bids for the construction of the 2026 Street Improvement Project, bids were opened, and tabulated according to law, and the following bids were received in response to the advertisement:

<u>Contractor</u>	<u>Total Bid Amount</u>
S.M. Hentges & Sons, Inc. Jordan, MN	\$989,998.00
Wm. Mueller & Sons, Inc. Hamburg, MN	\$1,063,453.65
GMH Asphalt Corporation Chaska, MN	\$1,128,669.05
Valley Paving, Inc. Shakopee, MN	\$1,253,437.00

AND WHEREAS, it appears that S.M. Hentges, Inc. of Jordan, Minnesota, is the lowest responsible bidder,

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

1. The mayor and administrator are hereby authorized and directed to enter into a contract with S.M. Hentges, Inc. of Jordan, Minnesota, in the name of the City of New Prague, Minnesota, for the construction of the 2026 Street Improvement Project in the amount of \$989,998.00, according to the plans and specification therefore approved by the city council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Adopted by the council this 1st day of June, 2026.

Charles Nickolay
Mayor

ATTEST:

Joshua M. Tetzlaff
City Administrator



Building a Better World
for All of Us®

May 26, 2026

RE: Agreement for Professional Services
Construction and Post-Construction
2026 Street Improvement Project
SEH No. NEWPR 188030

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

Dear Matt:

Please consider this proposal for construction services related to the 2026 Street Improvement Project.

PROJECT SCOPE AND PROPOSED FEES

This proposal includes the final construction and post-construction engineering services related to completion of the project.

CONSTRUCTION ENGINEERING SERVICES

Task 3.0 – Construction Administration (\$35,400 Lump Sum)

This task is associated with administration of the project, including preparation and administration of the construction contract, weekly construction meetings, project updates to residents, pay applications, shop drawing reviews, and general coordination of the project with the Contractor and City. As part of a State Aid Project, it also includes submittals to MnDOT State Aid for funding and to meet requirements.

Task 4.0 – Construction Observation and Staking (\$136,300 Hourly Not to Exceed)

This task is for providing construction observation, construction staking, and resident project representative (RPR) services. Services include monitoring and observing construction progress, compliance with the project specifications, representation of the engineer on the project, liaison between the contractor and the residents and City.

We will provide construction observation services (Resident Project Representative – RPR) on a full-time basis, based on the work happening at a particular time. We will maintain daily construction records and quantities and will prepare record drawings upon completion of the project. Detailed explanation of the scope of RPR services is provided in the attached Exhibit B – RPR.

We are estimating the typical work week to include 50 hours of construction observation for 12 weeks with shorter 30 weeks at the end of the project. With minimal utility work, it is expected that work days will be shorter than with previous street and utility improvements projects. There is also time in the spring of 2027 for project closeout, warranty reviews, and punch list reviews. Secondary RPR support is not expected for this Project. This work is proposed at an hourly, not to exceed basis. Doug Maeder is the proposed primary RPR on the project.

POST CONSTRUCTION ENGINEERING SERVICES

Task 5.0– Assessments (\$7,100 Lump Sum):

This task is for preparing the final assessment roll, preparing, and sending out notices of assessment, preparing related resolutions and agenda reports, attending council meeting / public hearing and sending out the final notice of assessment. An additional review of the preliminary assessments rates will also be completed with this task.

Task 6.0– Record Drawings (\$6,900 Lump Sum):

This task is for providing record drawings of the work completed under this project. This would be for all work within the proposed project.

TOTAL FEES

An outline of the total engineering fees for the project

Task 1.0 Feasibility Report	\$15,000	(Previously Approved)
Task 2.0 Final Design and Bidding	\$79,900	(Previously Approved)
Task 3.0 and Task 4.0 Construction Services	\$171,700	(Current Proposal)
Task 5.0 and Task 6.0 Post Construction Services	\$14,000	(Current Proposal)
Total Proposed Engineering Fees	\$280,600	

Please contact us with any questions or comments concerning this proposal/agreement.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC



Chris Knutson, PE
Client Service Manager
(Lic. MN)

Attachments

- 1. Task Hour Budget
- 2. Supplemental Letter Agreement

cdk
x:\kol\newpr188030\1-gen\10-setup-cont\03-proposal\construction\construction.docx



2026 Street and Utility Project
New Prague, Minnesota
May 26, 2026

DETAILED TASK HOUR BUDGET/COST ANALYSIS

	Knutson Project Eng PE	Maeder Sr RPR	Brinkman Admin Tech	Totals
--	------------------------------	---------------------	---------------------------	--------

Task 3.0 - Construction Administration (LUMP SUM):

Const Project Management / Calls / Doc. Mgmt (assume Avg 3 hrs/wk X 12 wks)	36		6	42
MnDOT Submittals and Pay Requests	8			8
Prepare / Coordinate construction contracts	8		5	13
Preconstruction meeting/Prepare / agenda / minutes	4			4
Const. Progress Meetings / Field visits / minutes / (assume weekly over 12 weeks = 12X4 hrs)	48			48
Project updates - (assume approx. 12)	12		12	24
Pay Estimates / Review / Estimates of Project Costs & Funding Breakdowns (assume monthly 5 x 5 hrs)	25		5	30
Subtotal Hours this Task:	141	0	28	169
Subtotal Fee this Task:				\$35,400

Task 4.0 - Construction Observation and Staking (RPR) (HOURLY NOT TO EXCEED):

RPR Daily Duties (assumed: 2 wks@30hrs+12wks@50hrs = 660 hrs)		660		660
Subtotal Hours this Task:	0	660	0	660
Subtotal Fee this Task:				\$120,300
Subtotal Construction Staking				\$16,000
Total Fee Construction Engineering:				\$136,300

Task 5.0 - Assessments (LUMP SUM):

Prepare and Finalize Assessment Roll / Meet with Staff to Review	5		4	9
Prepare/Review Notice of Assessment Hearing for Mailing and Publications	2		10	12
Prepare Agenda Reports and Resolutions (2 meetings)	4		1	5
Prepare for and attend Assessment Hearing	4			4
Provide follow up information to city / Send out Final Notices	3		6	9
Subtotal Hours this Task:	18	0	21	39
Subtotal Fee this Task:				\$7,100

Task 6.0 - Record Drawings (LUMP SUM)

Prepare Record Drawings		32		32
Review, Submittal, and Distribution of Record Drawings	2	4		6
Subtotal Hours this Task:	2	36	0	38
Subtotal Fee this Task:				\$6,900
Total Fee Post-Construction Engineering:				\$14,000

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2**Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-1**A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of the Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant's project engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project engineer and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project engineer.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.

(c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.
- (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
- (e) Review and monitor the contractor's schedule for construction.
- (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
- (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
- (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
- (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.
- (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
- (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.

6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.

7. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes,

additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.

(d) Assist Consultant's project engineer with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.



Building a Better World
for All of Us®

May 26, 2026

RE: Proposal for Professional Services
Preliminary Engineering Report
1st Avenue SE/CSAH 60 Turnback

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

Dear Matt:

First Avenue SE located between 15th Street SE (CSAH 29) and Main Street E (TH19) is currently under the jurisdiction of Le Sueur County as a County State Aid Highway (CSAH) route. Le Sueur County and the City of New Prague have been discussing the possibility of transferring ownership of this roadway to the City as it primarily functions as urban route serving the residents of New Prague. This would be completed as a turnback through MnDOT State Aid. As a turnback, the City would be able to add this additional mile of street as a CSAH turnback which does not count against the City's municipal state aid mileage but does allow the City to collect benefits for its maintenance.

The pavement condition on 1st Avenue SE varies along the corridor. The north half of the street was fully reconstructed in 2004 as part of City-led street and utility improvement project with some additional improvements completed in 2021 as part of the Main Street project. The remaining south half of the street street was fully constructed as part of county led projects in 1986 and 1998. There have been no significant pavement rehabilitations of the street since their original construction. As part of the turnback process, it is expected that the street be improved to an acceptable condition. This includes pavement surfacing, curb and gutter, storm sewer, sidewalk, and other miscellaneous improvements.

ANTICIPATED SCOPE OF SERVICES:

To better understand the improvements required for 1st Avenue SE, SEH has prepared this proposal to determine the repairs needed and put them into a report. This report will be the basis of a Memorandum of Understanding (MOU) that will outline funding responsibilities between the City of New Prague and Le Sueur County and eventually integrated with a Turnback Agreement. Based on previous meetings with Le Sueur County, the cost of this report is expected to be shared between the City and County on a 50/50 basis. This is a similar arrangement to the most recent turnback agreement with Scott County in 2019 for the former CSAH 37.

The current proposal will include preliminary designs, preliminary cost estimates, field investigations, data collection, and the preliminary MOU. It should be noted that it does not meet the conditions of a Feasibility Study as needed for an assessment to residents. Though an assessment to adjacent property owners is expected, the cost for completing that component would not be shared with Le Sueur County. It is expected that a Feasibility Report would be a future phase after the conditions of a turnback are known. Though significant improvements on this street may occur in 2027, it is also possible that it will not include

the length of 1st Avenue SE. There may be multiple Feasibility Reports required if the improvements are phased over multiple years.

PROPOSED FEES:

We propose to provide the services outlined above for an Hourly, Not-to-Exceed fee as summarized below and on the attached detailed task hour budget. Task 1.0: Preliminary Engineering Study: **\$20,900**

SCHEDULE AND FUTURE STEPS:

The anticipated schedule is illustrated below and can be adjusted to meet the needs or desires of the city council and staff:

Preliminary Engineering Study

- Council Approves Proposal* June 1, 2026
- Informational Letters sent out to the Residents One week after approval
- Field Investigations Early June 2026
- Investigations / Preliminary designs End of June 2026
- Conduct Neighborhood Meeting July 2026 (date TBD)
- Draft Report to City Staff for Review July 16, 2026
- Draft Report to County for Review July 23, 2026
- Finalize Report and Present to Council August 3, 2026
- Draft MOU August 2026

Future Phases (Contingent Upon Memorandum of Understanding Agreement)

- Feasibility Report for Phase 1 Improvements September 2026
- Preliminary Turnback Agreement December 2026
- Final Design of Phase 1 Improvements October 2026 to January 2027
- Bidding of Phase 1 Improvements February 2027
- Construction of Phase 1 Improvements May 2027 to September 2027
- Turnback of Street with MnDOT (Process) March 2027
- Turnback of Street to City Complete January 2028

Please contact me with any questions or comments concerning this proposal/agreement.

Sincerely,



SHORT ELLIOTT HENDRICKSON INC.

Chris Knutson, PE
Project Manager/City Engineer
(Lic. MN)

cdk

Attachments

1. Task Hour Budget
2. Supplemental Letter Agreement

x:\ko\newpr\common\proposals\2027 street project\prelim engineering study.docx



1ST AVENUE SE TURNBACK - PRELIMINARY ENGINEERING
New Prague, Minnesota
May 26, 2026

Section 9, Item a.

DETAILED TASK HOUR BUDGET / COST ANALYSIS

	Knutson Prj Mgr PE	Istvanovich Lead RPR	Maeder Lead RPR	Admin Tech	Totals
Task 1.0 - Preliminary Engineering Study					
Information Gathering /Project Scoping / Project Initiation /Project Management / QC	16			2	18
Prepare/Mail resident information letter to neighborhood (All Areas)				2	2
Field Data Collection - Pavement Condition, Sidewalk and Curb Review	4	4	8		16
Preliminary Street Section Exhibits for Report		3			3
Utility and as-built information gathering		1			1
Sewer and Water Main Extension Layout, Preliminary Design	1	2			3
Review Drainage Structures - Assist and Tabulate information from Public Works	1		6		7
Sidewalk/Trail Extension Review	1				1
Coordinate and Review soil borings and geotechnical recommendations (borings by others)	2				2
Determine and Review Funding Splits with Le Sueur County and City of New Prague	4				4
Prepare detailed feasibility study level estimates / probable construction costs / Funding Review	4	4		2	10
Draft / Review / Revise Feasibility Study / Exhibits, etc.	20			4	24
Prepare for and Review draft report with City and County staff	2				2
Prepare final draft of Study	4			2	6
Prepare for and Present Report to City Council	4				4
Prepare Preliminary Memorandum of Understanding for Cost Share with Le Sueur County	2				2
Subtotal Hours this Task	65	14	14	12	105
Total Fee for this Task	\$20,900				

Summary of Proposed Fees:

Preliminary Engineering Study: \$20,900

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
TIM APPLIN, POLICE CHIEF
FROM: EVAN C. GARIEPY, PLANNER
SUBJECT: SECOND HEARING OF ORDINANCE #362 REQUIRING MASSAGE THERAPISTS TO BE LICENSED BY THE CITY
DATE: MAY 26TH, 2026

Background and Staff Considerations

The Council reviewed the proposed Ordinance #362 on May 18th, 2026, at which point the first reading of the Ordinance was conducted.

Councilmember Maggie Bass proposed amending the language specifying that people performing massage in their own house with no compensation to their immediate family would not be massage therapists. The language regarding “immediate family” has been removed from the definition of Massage Therapist. The first reading was conducted with this language removed, at which point there were no public comments.

The language amended has been highlighted below in red and crossed out. The proposed Ordinance in its entirety has been attached, with this change made.

Language Amendment

§ 122.02 DEFINITIONS

MASSAGE THERAPIST. An individual who practices or provides therapeutic massage to another for a fee or other consideration paid either directly or indirectly. A person licensed as a medical doctor, chiropractor, osteopath, podiatrist, licensed nurse, physical therapist, athletic director or trainer, or beautician, cosmetologist, or barber who confines their treatment to the scalp, face, and neck, or the lower leg and feet in the case of a pedicure or hands in the case of a manicure, or a

person performing massage therapy without compensation on an occasional basis within their own residence ~~for members of their immediate family~~, shall not be deemed to be a massage therapist.

Recommendation

Conduct the second reading and approve Ordinance #362.

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

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

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

Notary Public

EXHIBIT A

Title XI Business Regulations

Chapter 122: Massage Therapists

§ 122.01 PURPOSE

The City Council finds that therapeutic massage is a legitimate and necessary service for the general public, while also acknowledging the risk that it holds for illicit massage operations or providers who may engage in unhygienic, unsanitary, or otherwise dangerous or criminal conditions or actions. Thus, the City deems it necessary to regulate therapeutic massage to protect the public and to protect legitimate professional massage therapists.

§ 122.02 DEFINITIONS

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

ACCREDITED INSTITUTION. An educational institution holding accredited status from the North Central Association of Colleges and Schools or another regional accrediting agency approved by the U.S. Department of Education presently or at the time the applicant obtained their diploma or certificate of graduation.

ACCREDITED PROGRAM. A professional massage program that is presently or at the time the applicant obtained their diploma or certificate of graduation accredited by the Commission on Massage Therapy Accreditation, or a comparable national or regional organization which is approved by the U.S. Department of Education for its accrediting program for compliance with quality and competency standards through a process of periodic review and self-study.

MASSAGE THERAPIST. An individual who practices or provides therapeutic massage to another for a fee or other consideration paid either directly or indirectly. A person licensed as a medical doctor, chiropractor, osteopath, podiatrist, licensed nurse, physical therapist, athletic director or trainer, or beautician, cosmetologist, or barber who confines their treatment to the scalp, face, and neck, or the lower leg and feet in the case of a pedicure or hands in the case of a manicure, or a person performing massage therapy without compensation on an occasional basis within their own residence, shall not be deemed to be a massage therapist.

MASSAGE THERAPY. The manual manipulation of the soft tissues of the body to promote, maintain, and restore health and well-being. This may include any of the following techniques: stroking, gliding, lifting, kneading, jostling, vibration, percussion, compression, friction, holding, passive stretching within the client’s physiological range of motion, movement or manipulation of the soft tissues, active assistance and resistive movement, and stretching.

STUDENT OF MASSAGE THERAPY. A person who is enrolled in and attends classes at an accredited institution or accredited program as defined by this chapter.

THERAPEUTIC MASSAGE. Synonymous with Massage Therapy.

§ 122.03 LICENSE REQUIRED

- (A) No person shall practice massage therapy or provide or offer to provide massage therapy within the City without a massage therapist license issued by the City.
- (B) This chapter shall not apply to individuals who are excluded from the definition of massage therapist, unless they are to practice massage therapy in a context other than that through which they are excluded.
- (C) Any person acting as a massage therapist shall have their license conspicuously posted at the place of business of which they are conducting therapeutic massage, and shall be exhibited to any person upon request.
- (D) One license shall only apply to one person. Licenses are not transferable.

§ 122.04 LICENSING

- (A) The fee for a massage license or for a renewal of a massage license shall be established in the City’s Official Fee Schedule, as it may be amended from time to time.
 - (1) License fees will not be refunded upon rejection or non-approval of an application for a license.
 - (2) No part of the annual fee will be refunded if the license is suspended, revoked, or otherwise discontinued.
- (B) All applications for a license must include all necessary information required by the City Administrator to conduct a criminal history background investigation on the applicant. The results of the criminal history background investigation may be cause for denial of the license at the sole discretion of the City.

- (C) All licenses are issued for a period of two years. The license period is from January 1 of the first year to December 31 of the second year. The initial license term will expire at the end of the calendar year after which the license was issued.

- (D) The renewal of a license under this section shall be handled in the same manner as the original application, with the exception of criminal history background investigations not being required for the renewal of a license, unless required by the City Administrator at their discretion. The request for renewal shall be made at least 30 but no more than 60 days before the expiration of the current license. The issuance of a license under this chapter shall be considered a privilege and not an absolute right of the applicant, and shall not entitle the holder to an automatic renewal of the license.

- (E) The location at which therapeutic massage will take place, as provided in the application, shall, during all operating hours, be open to inspection by any law enforcement official, health official, or any other duly authorized representative of the City to determine whether this ordinance and all other rules, laws, and regulations are being observed. All licensees, as a condition to being issued such license, consent to these inspections.

- (F) Applications for a license shall be made on a form provided by the city. The application shall include, but is not limited to:
 - (1) Applicant’s full legal name.

 - (2) All other names under which an applicant conducts business, to which the applicant officially answers, or past names the applicant has had.

 - (3) Full address and telephone number of the applicant’s residence.

 - (4) Full name, address, and telephone number of any and all businesses at which therapeutic massage will be performed.

 - (5) Evidence of the applicant’s diploma or certificate of graduation from an accredited institution.
 - (a) *Exemption.* Persons already licensed and who have been regularly employed or practicing massage therapy for a period of five years out of a six-year period preceding the effective date of the ordinance from which this article derived are exempt from providing evidence of education as outlined in subsection (5) of this section. Licensure by another jurisdiction shall satisfy the five-year exemption requirement, as long as the City Administrator determines the licensure requirements of other jurisdictions meet or exceed those of the City.

- (6) The length of experience in this occupation and the past places of employment and positions held, accompanied by the names, addresses, and telephone numbers of the past places of employment.
 - (7) A statement disclosing whether the applicant has ever been convicted of a crime or offense and, if so, information as to the time, place, and nature of such crime or offense.
 - (8) A statement disclosing whether the applicant has ever been granted a massage license within another municipality, and if so, the dates during which they were licensed.
 - (9) A statement disclosing whether the applicant has ever been denied a massage license or had a license revoked or suspended within a municipality, and if so, information as to the location, reasoning, and nature of such crime or offense.
 - (10) Proof of general liability insurance providing minimum coverage of \$300,000 combined single limit per occurrence. If the applicant is to be employed under a massage business which carries massage liability insurance, this may be presented in lieu of individual general liability insurance.
- (G) The completed application, along with the license fee, shall be submitted to the City Administrator or their designee for approval. If the City Administrator or designee determines that an application is incomplete, they shall return the application to the applicant with notice of the deficiencies.
- (H) The City Administrator or their designee may either approve or deny the license, or may delay action for a reasonable period of time as is required to permit the City to complete any investigation of the application or the applicant deemed necessary. If approved, a license shall be issued to the applicant. If denied, a notice of denial shall be issued to the applicant at the residential address provided on the application along with the reason for the denial. The notice shall also inform the applicant of their right to appeal the Administrator's decision to the City Council. The appeal must be taken within 20 days after receipt of a notice of denial, and if so taken, the appeal shall be scheduled to be heard at a subsequent Council meeting.

§ 122.05 LICENSE INELIGIBILITY

The following shall be grounds for denying a license or renewal of a license under this chapter. The following list is neither exhaustive nor exclusive.

- (A) The applicant fails to provide any information required on the City license application, or provides false or misleading information.
- (B) The applicant is under the age of 18 years.

- (C) The applicant has a conviction for or was charged with, but convicted of a lesser charge, a crime involving a violation of any massage therapy-related regulation in any jurisdiction, any prostitution-related offense, criminal sexual conduct, indecent exposure, surreptitious intrusion, disorderly house as defined by state statutes, theft, felony drug offense, any crime of violence as defined by state statutes, or any other similar crime or offense within 5 years of the date of application.
- (D) The applicant had a massage therapist or massage therapy business-related license in another jurisdiction that was suspended or revoked within 10 years of the application.
- (E) The applicant knowingly performed massage therapy in the City during a period of time when the license was not active.
- (F) The applicant or license holder has outstanding fines, penalties, or property taxes owed to the City.

§ 122.06 LICENSE SUSPENSION AND REVOCATION.

- (A) Any license issued under this section may be suspended or revoked at the discretion of the City Administrator for violation of any of the following:
 - (1) Fraud, misrepresentation, or incorrect statements on the application form.
 - (2) Fraud, misrepresentation, or false statements made during the course of the licensed activity.
 - (3) Conviction of any offense for which granting of a license could have been denied under § 122.05.
 - (4) Violation of any provision of this chapter.
 - (5) The licensee is unable to provide proof of general liability insurance, either individual or through their business, or if said insurance is expired and not renewed.
 - (6) The licensee refuses an inspection that is permitted in § 122.04(E).
- (B) Prior to revoking or suspending any license issued under this chapter, the City Administrator shall provide the license holder with written notice of the alleged violations and inform the licensee of their right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application. The notice shall also inform the applicant of their right to

appeal the Administrator's decision to the City Council. The appeal must be taken within 20 days after receipt of a notice of revocation or suspension, and if so taken, the appeal shall be scheduled to be heard at a subsequent Council meeting.

- (C) If, in the discretion of the City Administrator, imminent harm to the health or safety of the public may occur because of the actions of a massage therapist licensed under this chapter, the City Administrator may immediately suspend the person's license and provide notice of the right to hold a subsequent public hearing as prescribed in division (B) of this section.



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
TIM APPLIN, POLICE CHIEF
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
EVAN C. GARIEPY, PLANNER
SUBJECT: 2026 FEE SCHEDULE AMENDMENT FOR MASSAGE THERAPIST LICENSE
DATE: MAY 27, 2026

Background

Related to the Ordinance #362 which requires massage therapists obtain a license from the City, the fee for a massage therapist license must be added to the city's official fee schedule.

Staff researched what area cities charge and the results are listed below.

- Shakopee charges a \$50 investigation fee and a \$50 license fee. For their massage business licenses, the initial fee is \$100 and renewal \$20.
- Savage charges \$25 for both initial and renewal licenses. They charge an additional \$150 for the initial license as an investigation fee, meaning that the first year payment is \$175 and subsequent years \$25.
- Prior Lake charges a \$200 license fee and \$200 investigation fee. These are both paid annually.
- Jordan charges a \$100 license fee and \$100 investigation fee. Both of these are labelled as annual fees.
- Farmington charges a \$50 license fee, and a \$200 investigation fee.
- Lakeville charges a flat \$50 for a massage license.

Given how variable the surrounding cities' massage therapy fees are, staff also reviewed the City's current Fee Schedule for similar charges:

- Bingo/Gambling License: \$20
- Dance Permit: \$100
- Tobacco/Cigarette License: \$200
- THC License Application & Investigation: \$200
- Peddler/Transient Merchant License: \$30
- Dogs in Outdoor Dining Areas Permit: \$50
- Liquor License Investigation Fee: \$200

Staff believes that the license would be most similar to the Tobacco/Cigarette License (\$200), Dogs in Outdoor Dining Areas Permit (\$50), and the Peddler/Transient Merchant License (\$30).

The proposed massage license ordinance currently involves a background check at the first application, and then a renewal of the license without additional background checks every other year (unless required at the City Administrator's discretion).

Staff would recommend a \$50 license fee (valid for two years) and an investigative fee of \$150 due with the first application and only additionally required at renewal at the discretion of the City Administrator.

Recommendation

Approve the attached resolution amending the City's 2026 Official Fee Schedule.

CITY OF NEW PRAGUE
RESOLUTION #CC-26-06-01-02

RESOLUTION ADOPTING AN AMENDED OFFICIAL 2026 FEE SCHEDULE

WHEREAS, several sections of the City Code allow the City Council to adopt permit fees which will be effective in the City; and,

WHEREAS, the adoption of Ordinance #362 requires massage therapists to be licensed to operate within the City; and,

WHEREAS, City Staff has researched fees of area cities and recommends the addition of a license fee and investigation fee to the existing 2026 Fee Schedule that would become effective with the amendment; and,

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, MN, that the 2026 Official City Fee Schedule is hereby **approved** as amended by adding the following fees which will become effective on 6/11/26:

- Massage Therapist License Fee (valid for two years) - \$50
- Massage Therapist License Investigation Fee (required upon initial application and only at the discretion of the City Administrator for renewals) - \$150

This resolution is approved effective immediately upon its passage and without publication.

Adopted by the City Council of the City of New Prague on this 1st day of June, 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
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
ROBIN PIKAL, FINANCE DIRECTOR
SUBJECT: RESOLUTION TO CHANGE POLLING PLACE FOR 2026 ELECTIONS
DATE: MAY 21, 2026

As the City Council is aware, on December 15th, 2025, the polling place for City elections was moved to the new Police Station at 505 5th Ave. NW, Suite 1. The designation followed MS. 204B.16, Subd. 1 (regarding municipal polling place designations) requires municipalities to designate polling places each year by December 31st, by resolution. The reason staff recommended moving the elections to the new police station was to utilize an available city facility and lessen the disruption during election days at the Fitness and Aquatic Center.

Since that designation, it has become necessary to move the election location away from the new Police Station as utilizing the building would require changes to the garage space to accommodate higher occupancy of voters including adding additional exit signs, panic hardware on doors and the most vital issue involves the need to have a bathroom available. With the bathroom available in a corridor adjacent to the garage, anytime someone would need to use the bathroom they would need to be accompanied into the building to meet BCA requirements, which would not be feasible to keep up with on election days. For these reasons, staff looked to new alternative options at city facilities.

Staff is recommending that pursuant to MS 204B.16, the polling place we had designated is now unavailable and a new polling place be established and that new location be the building the City is purchasing for the new location of City Hall. The location for voting would be simply listed as 1st Street NE Election Center (Future City Hall), 1201 1st Street NE. The specific voting locations (since we have two precincts) would be in the large rooms on the east end and west end of the building. Staff has determined that each location within the building would work well for each precinct both now and into the future after renovations.

To make the change official, a resolution is required. Additionally, staff would work with both counties to send a new notice to all registered voters as required by state statute and the change would be communicated through the City’s website, newsletter and social media.

Staff Recommendation

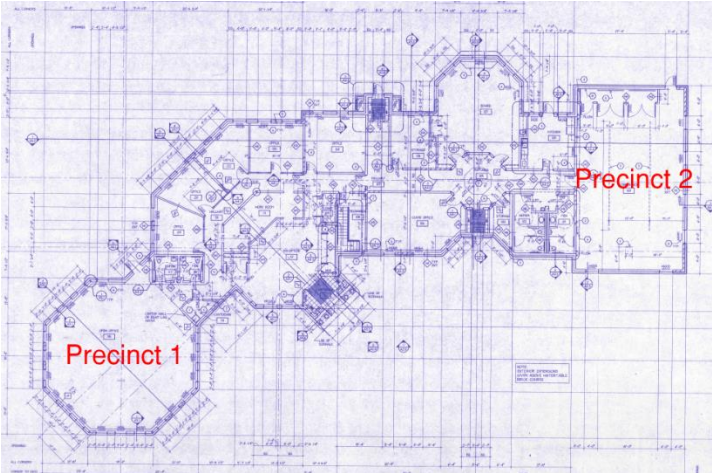
Staff recommends approval of the attached resolution “...Designating a new combined polling place for all precincts...”.



Rear of Building



Front of Building



RESOLUTION #CC-26-06-01-03

RESOLUTION OF THE NEW PRAGUE CITY COUNCIL DESIGNATING A NEW COMBINED POLLING PLACE FOR ALL PRECINCTS FOR THE PRIMARY ELECTION AND GENERAL ELECTION IN 2026 AND FUTURE ELECTIONS UNTIL FURTHER NOTICE, NEW PRAGUE, MINNESOTA

WHEREAS, Minnesota Statutes Section 204B.16, permits cities to establish combined polling places; and,

WHEREAS, the City of New Prague has determined that combining the polling places serves the public’s interest for future elections by reducing the financial burden due to the mandatory costs incurred by HAVA (Help America Vote Act) and to avoid confusion of multiple polling places for the City residents in each County; and,

WHEREAS, a previously established polling place has become unavailable due to practical difficulties discovered as the construction of the space is being completed; and,

THEREFORE, BE IT RESOLVED that the City of New Prague does hereby resolve to establish a new polling place and combine polling places at a newly acquired location which will meet all polling place requirements.

BE IT FURTHER RESOLVED, by the City Council of New Prague, Minnesota, that pursuant to M.S. 204B.16, the following new location is designated as the combined polling place for the State Primary Election and State General Election in 2026 and all Future Elections until further notice:

1st Street NE Election Center (Future City Hall) – 1201 1st Street NE., New Prague, MN 56071

BE IT FURTHER RESOLVED, by the City Council of New Prague, Minnesota, that the above polling place is established for Precinct 1 and Precinct 2 for the City of New Prague.

This resolution becomes effective immediately upon its passage and without publication.

Passed this 1st day of June, 2026.

Charles L. Nickolay, Mayor
State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)
County of Scott & Le Sueur)

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

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

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

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

Notary Public



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: CITY CHARTER COMMISSION APPOINTMENTS
DATE: MAY 19, 2026

At the end of 2025, there were four members of the City Charter Commission whose appointments expired. Those members are Maggie Bass, Brad Carlson, Brent Quast, and Kay Wilcox. I have spoken with each of these members, and only Maggie Bass and Brent Quast wish to be reappointed. New members to be appointed include Phil Kallal and Dirk Berger. The proposed term for these four members would be January 1, 2026 – December 31, 2029.

City Attorney Scott Riggs has prepared a Resolution for the City Council to consider that will approve these four individuals to serve on the City Charter Commission and make a recommendation to the District Court Chief Judge who formally appoints these individuals to serve on the City Charter Commission.

Recommendation

Staff recommends approval of Resolution #CC-26-06-01-04, Recommending City Charter Commission Appointments for 2026.

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

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

**RESOLUTION APPROVING CITY COUNCIL
RECOMMENDATIONS FOR CITY CHARTER COMMISSION APPOINTMENTS**

WHEREAS, the City of New Prague Charter Commission was reconvened in 2014; and

WHEREAS, the Commission consists of nine (9) total members, each of whom serve four-year, staggered terms; and

WHEREAS, there are presently four positions on the New Prague Charter Commission that require an updated appointment as the terms for such offices expired on December 31, 2025; and

WHEREAS, four of these positions requiring appointment are the four-year terms running from January 1, 2026, through December 31, 2029; and

WHEREAS, the City Council desires that appointments be made for the four positions that require an updated appointment; and

WHEREAS, Minnesota Statutes Section 410.05 governs the appointment process for the Charter Commission; and

WHEREAS, the City Council may submit to the Court the names of eligible nominees which the District Court may consider in making appointments to the New Prague Charter Commission; and

WHEREAS, the City has contacted City residents interested in serving on the New Prague Charter Commission.

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

The above-referenced recitals are incorporated into and made part of this Resolution.

The New Prague City Council desires Chief Judge Christopher Jon Lehman to appoint the following individuals to the New Prague Charter Commission for the four-year terms identified:

- Brent Quast Term: Jan. 1, 2026 – Dec. 31, 2029
- Maggie Bass Term: Jan. 1, 2026 – Dec. 31, 2029
- Phil Kallal Term: Jan. 1, 2026 – Dec. 31, 2029
- Dirk Berger Term: Jan. 1, 2026 – Dec. 31, 2029

The New Prague City Council requests that Chief Judge Christopher Jon Lehman make said appointments as recommended herein and that an Order, a draft of which is set forth in Exhibit A, be accordingly filed with the Court Administrator consistent with Minnesota Statutes Section 410.05.

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

Adopted by the City Council of the City of New Prague, Minnesota, this 1st day of June, 2026.

Charles L. Nickolay
Mayor

ATTEST:

Joshua M. Tetzlaff
City Administrator

EXHIBIT A

STATE OF MINNESOTA

DISTRICT COURT

COUNTIES OF SCOTT AND LE SUEUR

FIRST JUDICIAL DISTRICT

ORDER APPOINTING CITY OF NEW PRAGUE

CHARTER COMMISSION MEMBERS

1. Under Minn. Stat. § 410.05, subd. 2, "Charter commission members shall hold office for the term of four years, and until their successors are appointed and qualify."
2. Additionally, Minn. Stat. § 410.05, subd. 2 provides that appointments shall be made by order filed with the court administrator of the district court.
3. Under Minn. Stat. § 410.05, subd. 3, "A city council, a charter commission, or the petitioners requesting the appointment of a charter commission may submit to the court the names of eligible nominees which the district court may consider in making appointments to the charter commission."
4. There are presently four positions on the New Prague City Charter Commission that require updated appointments as the terms for such offices expiring on December 31, 2025. All four of the vacancies are for four-year terms running from January 1, 2026, through December 31, 2029.
5. The City of New Prague Resolution CC-26-06-01-04 recommends the following appointments to fill the vacant position:

Brent Quast	Term: Jan. 1, 2026 – Dec. 31, 2029
Maggie Bass	Term: Jan. 1, 2026 – Dec. 31, 2029
Phil Kallal	Term: Jan. 1, 2026 – Dec. 31, 2029
Dirk Berger	Term: Jan. 1, 2026 – Dec. 31, 2029
6. Under Minn. Stat. § 410.05, subd. 2, an individual appointed to the Commission must accept the appointment by filing a written acceptance and oath of office with the court administrator within 30 days. "An appointee who neglects to file with the court administrator within 30 days a written acceptance and oath of office shall be deemed to have declined the appointment and the place shall be filled as though the appointee had resigned."

Order:

- a. The individuals listed in Paragraph 5 above are appointed to the New Prague City Charter Commission for the identified four-year terms.
- b. Each individual appointed to the Commission must accept the appointment by filing a written acceptance and oath of office with the district court administrator within 30 days. If an appointee fails to submit written acceptance and oath of office within 30 days of the date of this order, s/he shall be deemed to have declined the appointment.

Date: _____, 2026.

Christopher Jon Lehman
Chief Judge, First Judicial District



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: EVAN C. GARIEPY, PLANNER
SUBJECT: PLANNING COMMISSION SUMMARY - REQUEST FOR CONDITIONAL USE PERMIT #C2-2026 AND VARIANCE #V2-2026 TO ALLOW FOR A CHIROPRACTOR’S OFFICE ON THE FIRST FLOOR AND APARTMENTS ON THE SECOND FLOOR WITH REDUCED PARKING REQUIREMENTS AT 200 4TH AVE. SW, AS PROPOSED BY ANDREW FAUTSCH.
DATE: MAY 28TH, 2026

Planning Commission Summary

The Planning Commission heard the above Conditional Use Permit and Variance request at their May 27th, 2026 meeting. The applicant, Mr. Andrew Fautsch, is requesting a CUP and Variance to allow for a chiropractor’s office out of the first floor and apartment on the second floor of 200 4th Ave. SW, with a reduction in parking requirements. The clinic will see 20 patients a day, 3-4 days a week, and the two bedroom apartment will be rented out. The property is currently a legal non-conforming single-family house in the B3 Highway Commercial Zoning District, and the proposed new use is conditional.

There were no comments received from the public during the public hearing.

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

Staff Recommendation

Staff recommends approval of the attached resolution “...Approving Conditional Use Permit (#C2-2026) and Variance (#V2-2026)...”.

RESOLUTION #CC-26-06-01-05

**RESOLUTION OF THE NEW PRAGUE CITY COUNCIL APPROVING
CONDITIONAL USE PERMIT #C2-2026 AND VARIANCE #V2-2026 TO ALLOW FOR
A CHIROPRACTOR’S OFFICE ON THE FIRST FLOOR AND APARTMENT ON THE
SECOND FLOOR WITH REDUCED PARKING REQUIREMENTS AT
200 4TH AVE. SW, AS PROPOSED BY ANDREW FAUTSCH.**

WHEREAS, Andrew Fautsch, applicant, regarding the following real estate in the County of Le Sueur to wit:

Parcel A:

All that part of Lot No. 1 and all that part of Lot No. 4 of Block No. 2 of Suchomel’s Second Addition to the City of New Prague, Minnesota, the plat of said addition being on file in the office of the County Recorder of Le Sueur County, Minnesota, described as follows:

Beginning at the Northwest corner of said Lot No. 4; thence East along the North line of said Lot No. 4 and the North line of said Lot No. 1 a distance of 94.64 feet to the Westerly Right-of-Way line of Minnesota Trunk Highway No. 21; thence Southerly along said Right-of-Way Line 108.00 feet; thence Westerly parallel with the North line of said Lot Numbered 1 and 4 a distance of 95.21 feet to the West line of said Lot No. 4; thence North on said West line of Lot No. 4 a distance of 108.00 feet to the place of beginning, and also all of the vacated North and South alley contained within the boundaries of the described tract.

Parcel B:

Lot 5, Block 2, in Suchomel’s Second Addition to New Prague, Le Sueur County, Minnesota.

is requesting a Conditional Use Permit to allow for a clinic and an apartment above the first floor in the B3 Highway Commercial Zoning District, and a Variance to allow for parking spots closer to the ROW line than permitted, without curbing, without screening, without landscaping, and at a reduced amount for the clinic; and,

WHEREAS, the New Prague Planning Commission has finished a review of the application and made a report pertaining to said request (#C2-V2-2026), a copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 27th day of May, 2026, after due consideration of presented testimony and information, voted **unanimously (4-0)** to forward the matter to the City Council with a recommendation for approval; and,

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

- A. The proposed use will not create an excessive burden on existing parks, schools, streets, and other public facilities which serve the area because the proposed use will have an overall minimal impact on public infrastructure except for 1st Street SW, upon which additional conditions have been proposed to mitigate any potential burden created on the street that may occur.

- B. The proposed use will not depreciate adjacent land, homes, or vacant land because the adjacent homes are legal non-conforming within the B3 Highway Commercial Zoning District and the past history of the subject property included a business and residence which is very similar to the proposed use, and in the past this use was not an issue.

- C. The proposed use will not have an appearance that has an adverse effect on adjacent residential properties because the exterior of the building will remain largely the same with the exception of two additional parking spaces.

- D. The proposed use is reasonably related to the overall needs of the City and to the existing land use because clinics and apartments above the first floor are both conditional uses within the B3 Highway Commercial Zoning District, the proposed use would be replacing a legal non-conforming single family home, and the Unified Development Code states that a goal within said Zoning District is to promote infill of business.

- E. The proposed use is consistent with the purposes of the Unified Development Code and the zoning district because clinics and apartments above the first floor are a conditional use within the B3 Highway Commercial Zoning District, the proposed use would be replacing a legal non-conforming single family home, and the Unified Development Code states that a goal within said Zoning District is to promote infill of business.

- F. The proposed use is not in conflict with the Comprehensive Plan because the current use as a single family residential property is legal non-conforming, and clinics and apartments above the first floor are conditional uses within the B3 Highway Commercial Zoning District.

- G. The proposed use will not cause traffic hazard or congestion because the proposed use as a clinic will have approximately 20 patients per day, with only one practitioner, which MnDOT reasonably believes will not cause traffic congestion along the highway.

- H. The proposed use has or will have adequate utilities, access roads, drainage, and necessary facilities because the property will not face considerably more utility and drainage usage than it currently does, and the access road 1st Street SW has additional proposed conditions to mitigate any potential burden created on the street that may occur.

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

1. Approval is subject to the site plan dated 04/21/2026 on file with the New Prague Planning Department.
2. The property owner must follow all regulations set by MnDOT regarding access to the property and parking.
3. If the clinic is to be expanded to more than one practitioner, or to a point reasonably expected to increase the traffic at the site, this Conditional Use Permit and Variance V2-2026 must be re-evaluated and MnDOT must be consulted.
4. Commercial signage shall only be allowed on the principal building. No freestanding or memorial signs shall be permitted due to the limited property from the building to the road ROW.
5. All conditions imposed through Variance V2-2026 must be followed in conjunction with this Conditional Use Permit.
6. If the increase of traffic created by the clinic causes extraneous maintenance on 1st Street SW, the property owner shall provide City-approved dust control measures or pay for the City to provide such measures. If extra dust control methods are unsuccessful in keeping 1st Street SW in reasonable shape and reasonably usable as determined by the City, this Conditional Use Permit and Variance V2-2026 shall be reevaluated to evaluate potential further road preservation and maintenance measures, which may include up to moving or removing the property access on 1st Street SW or requiring the property owner to improve the portion of 1st Street SW that provides access to the property.

WHEREAS, the New Prague City Council finds the following conditions for the Variance:

- A. The proposed Variance is in harmony with the general purposes and intent of this Ordinance because off-street parking is a permitted use within the B3 Highway Commercial Zoning District.
- B. The proposed Variance is consistent with the Comprehensive Plan because off-street parking is a permitted use within the B3 Highway Commercial Zoning District.

- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance and the City Code because the property owner proposes to continue utilizing the existing parking spots, with the two new ones being no closer to the ROW line, and that providing the amount of parking required by Ordinance for the clinic would be excessive for the proposed use.
- D. Unique circumstances apply to this property in that the rear yard has a steep slope that does not allow for parking to be placed in the rear without major reconfigurations to the property and would be inaccessible without further major reconfigurations.
- E. The proposed Variance does not alter the essential character of the neighborhood because the property will still have the same parking as it did as a single family residential property, just utilized differently and striped, with the only added parking being non-obtrusive.
- F. The proposed Variance is the minimum Variance which would alleviate the practical difficulties because it utilizes the existing parking area at the property rather than requiring reconfiguration of the rear yard and building entrances.

WHEREAS, the New Prague City Council finds the following conditions for the Variance:

- A. The property owner must follow all regulations set by MnDOT regarding access to the property and parking.
- B. The parking spaces dedicated to commercial use and residential use shall be clearly labelled by signs.
- C. All parking spaces must be striped, as outlined in UDC 6.002 (I) (2) (i).
- D. All conditions imposed in C2-2026 must be followed in conjunction with this Variance.
- E. If Conditional Use Permit C2-2026 is to be reevaluated due to increased traffic expected on 1st Street SW, this Variance shall also be reevaluated.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the request for Conditional Use Permit #C2-2026 to allow for a clinic and apartment above the first floor, and Variance #V2-2026 to allow for parking spots closer to the ROW line than permitted, without curbing, without screening, without landscaping, and at a reduced amount for a clinic at 200 4th Ave SW, as proposed by Andrew Fautsch, is hereby **approved** based on the above findings.

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

Passed this 1st day of June, 2026.

Charles L. Nickolay, Mayor

State of Minnesota)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

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

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

State of Minnesota)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

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

Notary Public

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



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: EVAN C. GARIEPY – PLANNER
SUBJECT: REQUEST FOR CONDITIONAL USE PERMIT #C2-2026 AND VARIANCE #V2-2026 TO ALLOW FOR A CHIROPRACTOR’S OFFICE ON THE FIRST FLOOR AND APARTMENT ON THE SECOND FLOOR WITH REDUCED PARKING REQUIRMENTS AT 200 4TH AVE. SW, AS PROPOSED BY ANDREW FAUTSCH.
DATE: MAY 19TH, 2026

Background / History

The applicant, Andrew Fautsch, is applying for a Conditional Use Permit and Variance to allow him to operate a chiropractor office out of the first floor of 200 4th Ave. SW and to rent out the remainder of the home as a single-family rental property. The property is zoned B-3 Highway Commercial. The applicant stated that the clinic will see approximately 20 patients a day, for 3-5 minutes at a time, 3-4 days a week with himself as the sole practitioner.

Clinics and apartments above the first floor are conditional uses within the B3 Highway Commercial Zoning District. Due to the dimensions of the lot, a Variance is required to continue utilizing the existing parking at the site and without adding additional screening, curbing, and parking spaces. The current use of the property as a single-family residential property is legal nonconforming.

The property is adjacent to Highway 13/21, and MnDOT has been consulted regarding this change of use and proposed parking arrangement. They are in support of it.

Notably, this property has been used as a dual business/residential property in the past. Beginning at some time prior to 2003, and ending in 2020-2021, Nancy Unger operated a tailor business out of the first floor while utilizing the top floor as residential. The property has been utilized only as a single-family residential house since 2021.

Legal Description

Parcel A:

All that part of Lot No. 1 and all that part of Lot No. 4 of Block No. 2 of Suchomel’s Second Addition to the City of New Prague, Minnesota, the plat of said addition being on file in the office of the County Recorder of Le Sueur County, Minnesota, described as follows:

Beginning at the Northwest corner of said Lot No. 4; thence East along the North line of said Lot No. 4 and the North line of said Lot No. 1 a distance of 94.64 feet to the Westerly Right-of-Way line of Minnesota Trunk Highway No. 21; thence Southerly along said Right-of-Way Line 108.00 feet; thence Westerly parallel with the North line of said Lot Numbered 1 and 4 a distance of 95.21 feet to the West line of said Lot No. 4; thence North on said West line of Lot No. 4 a distance of 108.00 feet to the place of beginning, and also all of the vacated North and South alley contained within the boundaries of the described tract.

Parcel B:

Lot 5, Block 2, in Suchomel’s Second Addition to New Prague, Le Sueur County, Minnesota.

Zoning

The property is zoned B-3 Highway Commercial. This Zoning District solely exists around the intersection of Highways 13, 19, and 21 on the West side of the City. The UDC states that “this district is established to accommodate the type of businesses that are oriented to the traveling public and require highway access[, and] is intended to allow existing businesses and redevelopment/infill of certain types of businesses but not encourage expansion of the overall zoning boundary of the district.”

The current use of the property, a single-family house, is not a permitted or conditional use in the B-3 Zoning District.

The proposed use of the property as a chiropractor’s office falls under the definition of clinic, which is a conditional use in the B-3 Zoning District. Apartments located above the first floor of a building are also a conditional use within the B-3 Zoning District. This would also contribute to the goal of redevelopment and infill within the B-3 Zoning District.

The proposed floor plan of the business includes leaving a small portion of the first floor as residential rental. This will be just off of the tuck-under garage, and a part of the apartment that will be upstairs. Staff believes this is reasonable, as this portion of property will be retaining its current legal non-conforming status as a residence.

Neighborhood Conditions and Nearby Land Uses

The property is surrounded by the B-3 Highway Commercial Zoning District.

North: The property is one block south of Main Street. There is a residential house directly north, but the block is largely unutilized wooded space.

West: One residential property, then undeveloped open field.

South: One residential property, then Ettlin’s Café.

East: The property directly faces Highway 13/21. Across from the highway is New Prague Auto, an auto repair and tire shop.

Parking Requirements

The existing property has approximately 5-6 unmarked parking spots within the garage and drive-way. A residential apartment requires 1.5 parking spaces per bedroom, and a clinic requires 1 parking spot per 150 square feet.

The proposed floor plan shows that the clinic would be 560 square feet, and the applicant stated that there will be 2 bedrooms in the apartment. Per Ordinance, this requires 4 parking spaces for the clinic and 3 parking spaces for the residential property.

Staff believes that unique circumstances apply to the clinic due to the low amount of traffic and clientele that is expected at any one time. The applicant stated that he will be the sole practitioner of the clinic, and that it will be appointment-based. With seeing only approximately 20 clients on working days, and with the business operating with a sole practitioner, Staff does not believe that there is a need for more than 3 commercial parking spaces.

The apartment requires 3 parking spaces, and the applicant proposes having 4 parking spaces. This includes the spot within the garage, and then two stacked parking spots on the south of the building. This exceeds the required amount of parking spaces, providing potential guest parking due to the lack of easy street parking around the site.

A map has been attached of the proposed parking. Due to the proposed configuration, a Variance from multiple parking-related Ordinances is required. The relevant UDC sections have been listed below.

6.002 (I) (2) (d) (1) All areas designed and used as off-street parking areas shall be set back a minimum of 10 feet from a street right of way and five (5) feet from property lines, except in the case of a joint parking lot in which adjacent yard setbacks shall not apply.

The Variance proposes to allow for parking spots that are approximately 3 feet from the street right of way and property line, rather than the required 10 feet from the right of way. This would only create 2 new parking spots, while “relabeling” the existing ones. The 2 newly created parking spots would not be any closer to the right of way than the existing ones.

6.002 (I) (2) (e) Parking Spaces Abutting Residential Uses. Off-street parking facilities which abut a property zoned for residential purposes shall meet the screening requirements stated in Section 6.002 (B) of this Ordinance.

Ordinance 6.002 (I) (2) (e) does not apply, as the abutting properties that are currently utilized as residential are not zoned residential. Thus, no screening is required for the parking on this property. There are additional screening requirements and landscaping requirements listed in 6.002 (I) (2) (m); however, Staff proposes that these landscaping and screening requirements are excluded as a part of this Variance, given that the parking configuration proposed will not be drastically different in configuration or amount from the existing residential use. Additionally, any landscaping or screening would have to be within the right-of-way rather than be able to be on the property.

6.002 (I) (2) (h) Curbing. A poured in place, six (6) inch non-surmountable concrete curb shall be provided around the perimeter of all parking lots designed for four (4) or more cars[.]

Because the proposed parking arrangement shows seven parking spots, this Ordinance would apply. However, due to the former use of the property having this many parking spots without curbing, Staff proposes that the Variance includes an exception from the inclusion of curbing for the parking on this property.

6.002 (I) (2) (i) Striping. Except for single houses, two family houses, and townhomes, all parking stalls shall be marked with white or yellow painted lines not less than four (4) inches wide.

The applicant should stripe the parking spots as required in Ordinance. Additionally, the parking spots reserved for the residential renter property shall be property marked as to prevent visitors of the clinic from parking in those spot(s).

Thus, the applicant is proposing the following be included in the variance request: to allow for having parking spots closer to the ROW line than permitted, without curbing, without screening, without landscaping, and at a reduced amount for the clinic.

MnDOT Comments

Because the property is directly on State Highway 13/21, it required MnDOT’s review. This is especially important due to the direct access provided by the driveway onto the highway. Angie Piltaver, the District 7 Principal Planner with MnDOT, was consulted regarding the proposed change of use, particularly with retaining use of both driveways. She stated the following:

“Given the low traffic generation that this use would create with limited hours and a single practitioner, coupled with the practical difficulties of adding parking at the rear of the building at this time, and taking into consideration that there was a previous business at this site that was also a relatively low traffic generator with a dual residential/business use, we can support the use of the two accesses as they currently exist.

Please note that this decision was made based on the business being a single practitioner with no additional staff and limited hours of operation. If the business grows and traffic issues develop, the owner may be required to remove the driveway on the state highway and potentially establish parking at the rear of the property. Our goal is to maintain safety and operations of the state highway for all users and balance that against the needs and desires of property owners.”

Statement of Practical Difficulties

Staff and the applicant discussed potentially providing parking in the rear yard. However, the applicant stated that there is a very steep slope in the rear yard, making this impractical and inaccessible. This would also require reconfiguring the entrances to be to the rear yard, completely destroying the fence, making the attached garage unusable, and removing a large portion of the rear yard of the property.

Staff Comments

Public Works Director Matt Rynda was consulted regarding the potential for increased traffic on 1st Street SW, which is currently unimproved. He stated that the proposed traffic is more than the road currently sees, and that it experiences high washouts after heavy rain. He stated he is not against it, but that there will likely be extra maintenance required for the public road.

Rynda supported adding a condition that, if traffic proves to cause extraneous maintenance on 1st Street SW, the City may require the property owner to pay for extra dust control measures.

The City Attorney was consulted regarding this. If extra dust control methods are unsuccessful in keeping 1st Street SW useable and in reasonable shape, the Conditional Use Permit shall be revisited to evaluate potential further road maintenance measures, potentially including measures up to removing the current access on 1st Street SW or requiring the property owner to improve the portion of 1st Street SW that provides access to their property.

Criteria for Granting Conditional Use Permits

Section 3.002 (E) of the Unified Development Code states that the purpose of a Conditional Use Permit is to provide the City with a reasonable degree of discretion in determining the suitability of certain designated uses upon the general welfare, public health, and safety. In making the determination of whether or not the conditional use is to be allowed, the City may consider the nature of the adjoining land or buildings, the effect upon traffic into and from the premises, or on any adjoining roads, and all other or further factors as the City shall deem a prerequisite of consideration in determining the effect of the use on the general welfare, public health, and safety.

The applicant is requesting a Conditional Use Permit to allow for a clinic and an apartment above the first floor in the B3 Highway Commercial Zoning District.

In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the Comprehensive Plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the City Council shall evaluate the criteria noted below. Staff has attempted to evaluate the established criteria for this specific request. Staff's comments are highlighted below in yellow.

- A. The use will not create an excessive burden on existing parks, schools, streets, and other public facilities which serve or are proposed to serve the area.
 - i. The proposed use will not create an excessive burden on existing parks, schools, streets, and other public facilities which serve the area because the proposed use will have an overall minimal impact on public infrastructure except for 1st Street SW, upon which additional conditions have been proposed to mitigate any potential burden created on the street that may occur.

- B. The use will be sufficiently compatible or separated by distance or screened from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.
 - i. The proposed use will not depreciate adjacent land, homes, or vacant land because the adjacent homes are legal non-conforming within the B-3 Highway Commercial Zoning District and the past history of the subject property included a business and residence which is very similar to the proposed use, and in the past this use was not an issue.

- C. The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.
 - i. The proposed use will not have an appearance that has an adverse effect on adjacent residential properties because the exterior of the building will remain largely the same with the exception of two additional parking spaces.

- D. The use, in the opinion of the City Council, is reasonably related to the overall needs of the City and to the existing land use.
 - i. The proposed use is reasonably related to the overall needs of the City and to the existing land use because clinics and apartments above the first floor are both conditional uses within the B3 Highway Commercial Zoning District, the proposed use would be replacing a legal non-conforming single family home, and the Unified Development Code states that a goal within said Zoning District is to promote infill of businesses.

- E. The use is consistent with the purposes of the Unified Development Code and the purposes of the zoning district in which the applicant intends to locate the proposed use.
 - i. The proposed use is consistent with the purposes of the Unified Development Code and the zoning district because clinics and apartments above the first floor

are a conditional use within the B3 Highway Commercial Zoning District, the proposed use would be replacing a legal non-conforming single family home, and the Unified Development Code states that a goal within said Zoning District is to promote infill of businesses.

- F. The use is not in conflict with the Comprehensive Plan of the City.
 - i. The proposed use is not in conflict with the Comprehensive Plan because the current use as a single family residential property is legal non-conforming, and clinics and apartments above the first floor are conditional uses within the B3 Highway Commercial Zoning District.

- G. The use will not cause traffic hazard or congestion.
 - i. The proposed use will not cause traffic hazard or congestion because the proposed use as a clinic will have approximately 20 patients per day, with only one practitioner, which MnDOT reasonably believes will not cause traffic congestion along the highway.

- H. Adequate utilities, access roads, drainage, and necessary facilities have been or will be provided.
 - i. The proposed use has or will have adequate utilities, access roads, drainage, and necessary facilities because the property will not face considerably more utility and drainage usage than it currently does, and the access road 1st Street SW has additional proposed conditions to mitigate any potential burden created on the street that may occur.

- I. Section 3.002 (E) (2) of the Unified Development Code states that conditions may be placed upon the approval as are considered necessary to protect the public health, safety, and welfare. Below are suggested conditions for approval:
 - i. Approval is subject to the site plan dated 04/21/2026 and the parking plan dated 05/07/2026 on file with the New Prague Planning Department.
 - ii. The property owner must follow all regulations set by MnDOT regarding access to the property and parking.
 - iii. If the clinic is to be expanded to more than one practitioner, or to a point reasonably expected to increase the traffic at the site, this Conditional Use Permit and Variance V2-2026 must be re-evaluated and MnDOT must be consulted.
 - iv. Commercial signage shall only be allowed on the principal building. No freestanding or memorial signs shall be permitted due to the limited property from the building to the road right of way.
 - v. All conditions imposed through Variance V2-2026 must be followed in conjunction with this Conditional Use Permit.
 - vi. If the increase of traffic created by the clinic causes extraneous maintenance on 1st Street SW, the property owner shall provide City-approved dust control measures or reimburse the City in full to provide such measures. If extra dust control methods are unsuccessful in keeping 1st Street SW in reasonable shape and reasonably usable as determined by the City, this Conditional Use Permit and Variance V2-2026 shall be reevaluated to evaluate potential further road

preservation and maintenance measures, which may include up to moving or removing the property access on 1st Street SW or requiring the property owner to improve the portion of 1st Street SW that provides access to the property.

Criteria for Granting Variances

Section 3.002 (G) of the Unified Development Code states that a Variance may be issued by the City Council to provide relief to the landowner in those cases where the strict application of the Unified Development Code imposes practical difficulties to the property owner in the use of their land. Practical difficulties is a legal standard set forth in law that cities must apply when considering applications for Variances. To constitute practical difficulties, all three factors must be satisfied, which are reasonableness, uniqueness, and essential character. The Unified Development Code’s criteria addresses these standards.

The applicant is requesting a Variance to allow for parking spots closer to the ROW line than permitted, without curbing, without screening, without landscaping, and at a reduced amount for the clinic.

A variance may be granted only in the event that all of the circumstances below exist. Staff has attempted to evaluate the established criteria for this specific request. Staff’s comments are highlighted in yellow below:

- A. The Variance is in harmony with the general purposes and intent of this Ordinance.
 - i. The proposed Variance is in harmony with the general purposes and intent of this Ordinance because off-street parking is a permitted use within the B3 Highway Commercial Zoning District.

- B. The Variance is consistent with the Comprehensive Plan.
 - i. The proposed Variance is consistent with the Comprehensive Plan because off-street parking is a permitted use within the B3 Highway Commercial Zoning District.

- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance and the City Code.
 - i. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance and the City Code because the property owner proposes to continue utilizing the existing parking spots, with the two new ones being no closer to the ROW line, and that providing the amount of parking required by Ordinance for the clinic would be excessive for the proposed use.

- D. Unique circumstances apply to this property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography, or other circumstances over which the owner of the property since enactment of this Ordinance has had no control. The unique circumstances do not result from the actions of the applicant.

- i. Unique circumstances apply to this property in that the rear yard has a steep slope that does not allow for parking to be placed in the rear without major configurations to the property and would be inaccessible without further major reconfigurations.
- E. The Variance does not alter the essential character of the neighborhood.
 - i. The proposed Variance does not alter the essential character of the neighborhood because the property will still have the same parking as it did as a single-family residential property, just utilized differently and striped, with the only added parking being non-obtrusive.
- F. The Variance requested is the minimum Variance which would alleviate the practical difficulties. Economic conditions alone do not constitute practical difficulties.
 - i. The proposed Variance is the minimum Variance which would alleviate the practical difficulties because it utilizes the existing parking area at the property rather than requiring reconfiguration of the rear yard and building entrances.
- G. The Board of Adjustment may impose such conditions upon the premises benefited by a Variance as may be necessary to comply with the standards established by this Ordinance, or to reduce or minimize the effect of such Variance upon other properties in the neighborhood, and to better carry out the intend of the Variance. The condition must be directly related to and must bear a rough proportionality to the impact created by the Variance. No Variance shall permit a lower degree of flood protection than the Regulatory Flood Protection Elevation for the particular area or permit standards lower than those required by federal, state, or local law.
 - i. The property owner must follow all regulations set by MnDOT regarding access to the property and parking.
 - ii. The parking spaces dedicated to commercial use and residential use shall be clearly labelled by signs.
 - iii. All parking spaces must be striped, as outlined in UDC 6.002 (I) (2) (i).
 - iv. All conditions imposed in Conditional Use Permit C2-2026 must be followed in conjunction with this Variance.
 - v. If Conditional Use Permit C2-2026 is to be reevaluated due to increased traffic expected on 1st Street SW, this Variance shall also be reevaluated.

Staff Recommendation

Staff recommends **approval** of Conditional Use Permit #V2-2026 to allow for a clinic and apartment above the first floor at 200 4th Ave. SW, as proposed by Andrew Fautsch, for the following reasons:

- A. The proposed use will not create an excessive burden on existing parks, schools, streets, and other public facilities which serve the area because the proposed use will have an overall minimal impact on public infrastructure except for 1st Street SW,

upon which additional conditions have been proposed to mitigate any potential burden created on the street that may occur.

- B. The proposed use will not depreciate adjacent land, homes, or vacant land because the adjacent homes are legal non-conforming within the B-3 Highway Commercial Zoning District and the past history of the subject property included a business and residence which is very similar to the proposed use, and in the past this use was not an issue.
- C. The proposed use will not have an appearance that has an adverse effect on adjacent residential properties because the exterior of the building will remain largely the same with the exception of two additional parking spaces.
- D. The proposed use is reasonably related to the overall needs of the City and to the existing land use because clinics and apartments above the first floor are both conditional uses within the B3 Highway Commercial Zoning district, the proposed use would be replacing a legal non-conforming single family home, and the Unified Development Code states that a goal within said Zoning District is to promote infill of business.
- E. The proposed use is consistent with the purposes of the Unified Development Code and the zoning district because clinics and apartments above the first floor are a conditional use within the B3 Highway Commercial Zoning District, the proposed use would be replacing a legal non-conforming single family home, and the Unified Development Code states that a goal within said Zoning District is to promote infill of business.
- F. The proposed use is not in conflict with the Comprehensive Plan because the current use as a single family residential property is legal non-conforming, and clinics and apartments above the first floor are conditional uses within the B3 Highway Commercial Zoning District.
- G. The proposed use will not cause traffic hazard or congestion because the proposed use as a clinic will have approximately 20 patients per day, with only one practitioner, which MnDOT reasonably believes will not cause traffic congestion along the highway.
- H. The proposed use has or will have adequate utilities, access roads, drainage, and necessary facilities because the property will not face considerably more utility and drainage usage than it currently does, and the access road 1st Street SW has additional proposed conditions to mitigate any potential burden created on the street that may occur.
- I. With the following conditions, as considered necessary to protect the public health, safety, and welfare:
 - i. Approval is subject to the site plan dated 04/21/2026 on file with the New Prague Planning Department.

- ii. The property owner must follow all regulations set by MnDOT regarding access to the property and parking.
- iii. If the clinic is to be expanded to more than one practitioner, or to a point reasonably expected to increase the traffic at the site, this Conditional Use Permit and Variance V2-2026 must be re-evaluated and MnDOT must be consulted.
- iv. Commercial signage shall only be allowed on the principal building. No freestanding or memorial signs shall be permitted due to the limited property from the building to the road ROW.
- v. All conditions imposed through Variance V2-2026 must be followed in conjunction with this Conditional Use Permit.
- vi. If the increase of traffic created by the clinic causes extraneous maintenance on 1st Street SW, the property owner shall provide City-approved dust control measures or pay for the City to provide such measures. If extra dust control methods are unsuccessful in keeping 1st Street SW in reasonable shape and reasonably usable as determined by the City, this Conditional Use Permit and Variance V2-2026 shall be reevaluated to evaluate potential further road preservation and maintenance measures, which may include up to moving or removing the property access on 1st Street SW or requiring the property owner to improve the portion of 1st Street SW that provides access to the property.

Staff recommends **approval** of Variance #V2-2026 to allow for parking spots closer to the ROW line than permitted, without curbing, without screening, without landscaping, and at a reduced amount for a clinic at 200 4th Ave. SW, as proposed by Andrew Fautsch, for the following reasons:

- A. The proposed Variance is in harmony with the general purposes and intent of this Ordinance because off-street parking is a permitted use within the B3 Highway Commercial Zoning District.
- B. The proposed Variance is consistent with the Comprehensive Plan because off-street parking is a permitted use within the B3 Highway Commercial Zoning District.
- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance and the City Code because the property owner proposes to continue utilizing the existing parking spots, with the two new ones being no closer to the ROW line, and that providing the amount of parking required by Ordinance for the clinic would be excessive for the proposed use.
- D. Unique circumstances apply to this property in that the rear yard has a steep slope that does not allow for parking to be placed in the rear without major

reconfigurations to the property and would be inaccessible without further major reconfigurations.

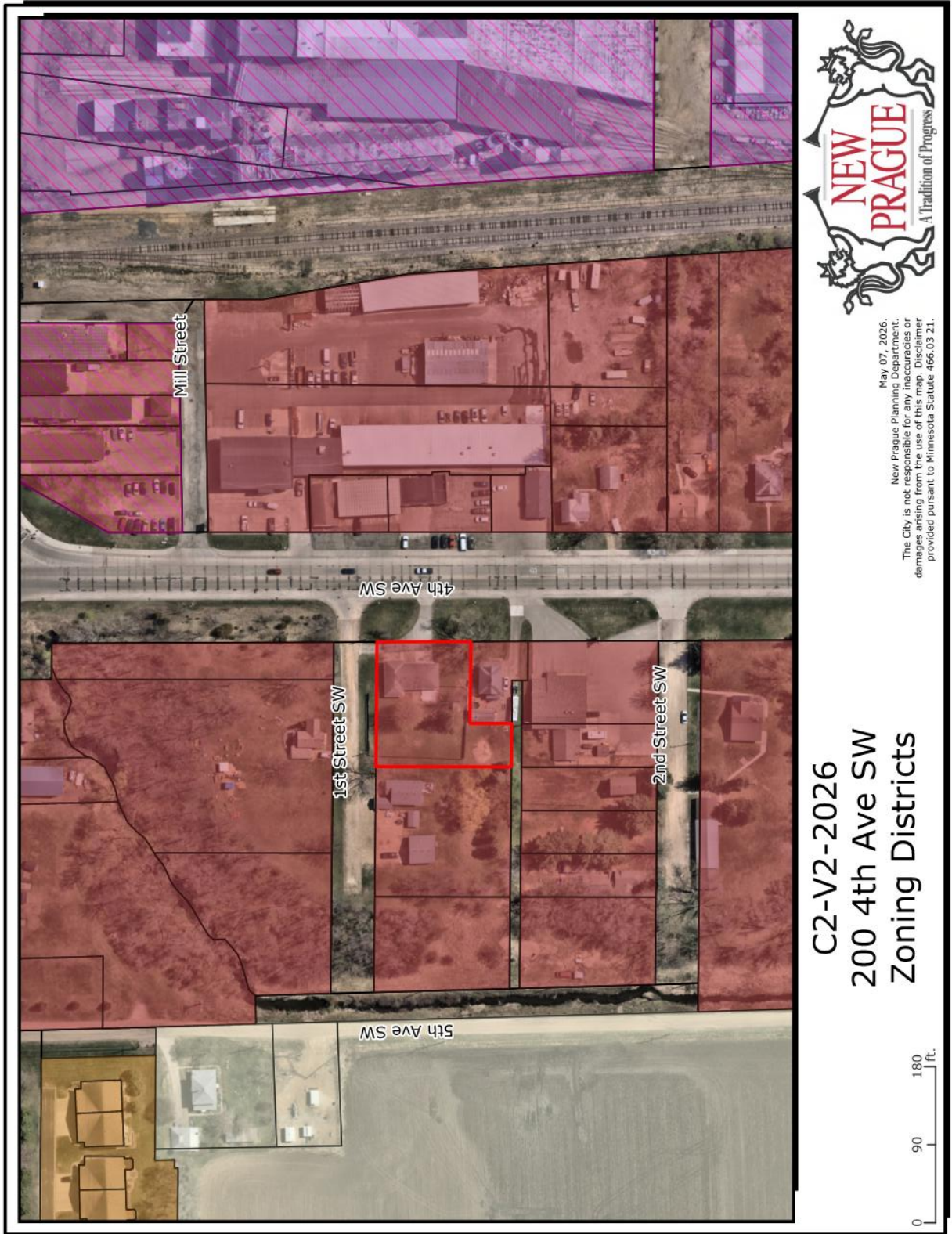
- E. The proposed Variance does not alter the essential character of the neighborhood because the property will still have the same parking as it did as a single family residential property, just utilized differently and striped, with the only added parking being non-obtrusive.
- F. The proposed Variance is the minimum Variance which would alleviate the practical difficulties because it utilizes the existing parking area at the property rather than requiring reconfiguration of the rear yard and building entrances.
- G. With the following conditions:
 - i. The property owner must follow all regulations set by MnDOT regarding access to the property and parking.
 - ii. The parking spaces dedicated to commercial use and residential use shall be clearly labelled by signs.
 - iii. All parking spaces must be striped, as outlined in UDC 6.002 (I) (2) (i).
 - iv. All conditions imposed in C2-2026 must be followed in conjunction with this Variance.
 - v. If Conditional Use Permit C2-2026 is to reevaluated due to increased traffic expected on 1st Street SW, this Variance shall also be reevaluated.

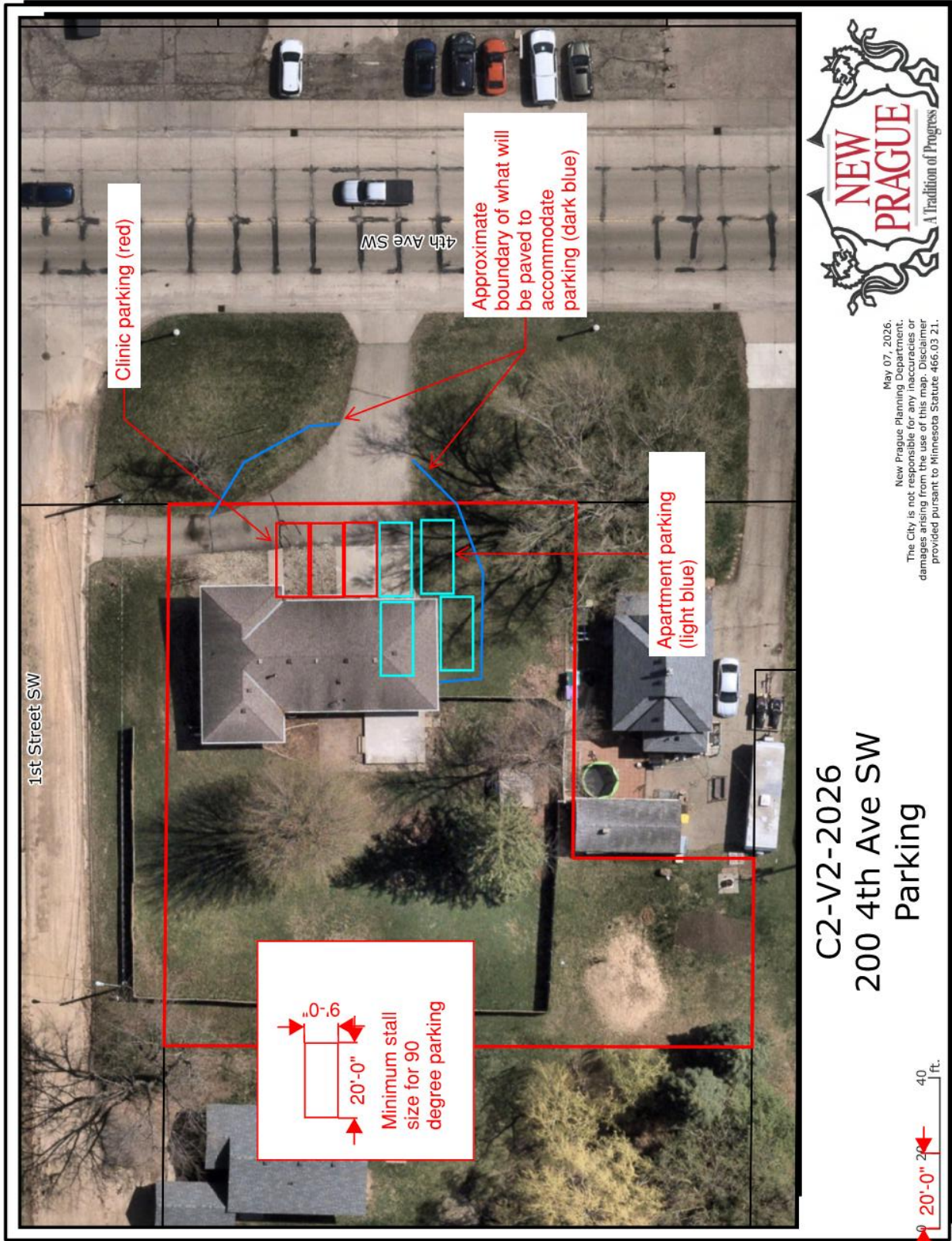
Attachments

- 1. Site Map Aerial – Dated 05/07/2026
- 2. Site Map Zoning Districts – Dated 05/07/2026
- 3. Proposed Parking Spots – Dated 05/07/2026
- 4. Proposed Interior Building Plan — Dated 04/21/2026
- 5. Image of Front of Property – Dated 05/07/2026
- 6. Image of North of Property, showing slope – Dated 05/07/2026
- 7. Image of Front of Property from the North – Dated 05/07/2026
- 8. Google Street View – Dated 04/2026
- 9. Google Street View – Dated 04/2026
- 10. Google Street View – Dated 04/2026
- 11. Google Street View – Dated 04/2026
- 12. Google Street View, showing parking – Dated 07/2023



Andrew Fautsch – CUP C2-2026 and Variance V2-2026
May 27th, 2026 Regular Planning Commission Meeting
Page 13 of 20





Andrew Fautsch – CUP C2-2026 and Variance V2-2026
May 27th, 2026 Regular Planning Commission Meeting
Page 15 of 20

Owner/Plan Exemptions

- 1. PROJECT IS A REPAIR TO EXISTING STRUCTURE
- 2. PROJECT IS A REPAIR TO EXISTING STRUCTURE
- 3. PROJECT IS A REPAIR TO EXISTING STRUCTURE
- 4. PROJECT IS A REPAIR TO EXISTING STRUCTURE

Demolition Plan Exemptions

- 1. DEMOLITION OF EXISTING STRUCTURE
- 2. DEMOLITION OF EXISTING STRUCTURE
- 3. DEMOLITION OF EXISTING STRUCTURE
- 4. DEMOLITION OF EXISTING STRUCTURE

Permitted Types

1. REPAIRS TO EXISTING STRUCTURE

2. REPAIRS TO EXISTING STRUCTURE

3. REPAIRS TO EXISTING STRUCTURE

4. REPAIRS TO EXISTING STRUCTURE

Architect Name/Address

PROFESSIONAL SEAL

2025

Proposed Treatment Areas

Proposed Staircase/Walkway

Proposed Treatment Areas

Demolition Floor Plan

3/4" = 1'-0"

Code Floor Plan

3/4" = 1'-0"

Proposed Floor Plan

3/4" = 1'-0"

Group B Business

560 sq ft @ 1/150 = 4 occupants

Group R-3 Dwelling Unit (part of upstairs unit)

Existing Garage to remain (part of the upstairs unit)

2. APPROVAL CITY COMMENTS

1.

2.

3.

4.

Plan No.

24-113

Standard Floor Plan Permit

Project

200 4th Avenue Southeast
New Prague, Minnesota 56071
Maple Grove MN 55860

Sheet No.

Floor Plans
Interior Elevations

Sheet Number

A1









Andrew Fautsch – CUP C2-2026 and Variance V2-2026
May 27th, 2026 Regular Planning Commission Meeting
Page 20 of 20



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, COMMUNITY DEVELOPMENT DIRECTOR
ROBIN PIKAL, FINANCE DIRECTOR
DATE: MAY 27, 2026
SUBJECT: DESIGNATION OF ABSENTEE VOTING PERIOD FOR CITY-ADMINISTERED ELECTIONS

The Minnesota Legislature recently adopted changes to election law (203B.05, subdivision 1) allowing municipalities that administer elections to reduce the in-person absentee voting period from 46 days to 18 days prior to an election. Cities wishing to implement the shortened absentee voting period must notify their county by June 12, 2026.

Historically, cities administering elections were required to offer in-person absentee voting beginning 46 days before Election Day. While this timeline was established to maximize voter access, the extended period creates significant staffing and operational demands for local governments.

The recent legislative change provides cities with the option to better align absentee voting operations with available resources. The change to 18 days will provide a more efficient and cost-effective process for the City while still offering voters ample opportunity to vote before Election Day. A shorter voting period reduces staffing demands and costs associated with maintaining a 46-day absentee voting operation. In addition, the 18-day timeframe aligns with Minnesota’s direct balloting process, allowing us to streamline operations through tabulator-based voting.

As a reminder, the City only administers in-person absentee voting within the City for voters on the Scott County side of the City as Le Sueur County retains that entire process for voters on the Le Sueur County side of the City. Additionally, those voters on the Scott County side of the City that wish to vote further than 18 days out are still able to vote absentee at Scott County or request an absentee ballot through the mail.

Staff Recommendation

Staff is recommending that the City designate the new 18-day absentee voting period for the upcoming 2026 and future city-administered elections.



MEETING MINUTES

New Prague Golf Board

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

No minutes due to no Golf Board Meeting

Regular Meeting Minutes
New Prague Planning Commission
Wednesday, April 22nd, 2026

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: Brandon Pike, Shawn Ryan, Dan Meyer, and Rik Seiler.

The following members were absent: Jason Bentson.

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

2. Public Forum

A motion was made by Seiler, seconded by Pike, to open the public forum. Motion carried (4-0).

No comments were given.

A motion was made by Ryan, seconded by Seiler, to close the public forum. Motion carried (4-0).

3. Approval of Regular Agenda

A motion was made by Seiler, seconded by Ryan, to approve the April 22nd, 2026, regular meeting agenda. Motion carried (4-0).

4. Approval of Previous Meeting Minutes

A. March 25th, 2026, Regular Meeting

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

5. NEW BUSINESS

A. Public Hearing for Comprehensive Plan Amendment and Rezoning Certain Properties to RM Medium Density Residential Located in the Plat of Raven Stream Village 1st Addition

Ondich presented the Comprehensive Plan amendment and rezoning request that was proposed by the Calvary Church of New Prague.

Ryan expressed concerns with increased traffic from the proposed residential and church developments. Ondich stated that the development, as proposed, would not trigger the City's traffic study guidelines, but if a PUD was applied for, it would require Planning Commission approval at which point traffic could be reevaluated. Ryan asked the applicant if there was a confirmed buyer for the land, and they stated there is not, nor are they in a rush to sell it.

Shawn inquired about if it could be re-guided and rezoned to R1 Single Family Zoning District instead due to traffic concerns if it were to be developed into a 40-unit townhouse development. Ondich stated that there would be less potentially interested buyers if it was zoned R1 rather than RM, and stated that any commercial development would have also had a notable traffic impact in the area.

Meyer inquired if having less commercial areas in Scott County versus Le Sueur County along the west portion of town would be a financial difference to the City, and Ondich stated it would not.

A motion was made by Pike, seconded by Seiler, to open the public hearing. Motion carried (4-0), the public hearing was opened at 6:55pm.

Pike asked the applicants if there was a set timeline for the development. Howard Braith, elder with Calvary Church and Andy Kazulak, pastor with Calvary Church stated there was not, and that they wanted to obtain the rezoning before trying to sell the land.

A motion was made by Ryan, seconded by Pike, to close the public hearing. Motion carried (4-0), the public hearing was closed at 6:56pm.

A motion was made by Ryan, seconded by Pike, to recommend approval to the City Council of the Comprehensive Plan amendment and rezoning of the west 750' of Outlot G, Raven Stream Village First Addition, as proposed by Calvary Church of New Prague. Motion carried (4-0).

6. OLD BUSINESS

A. None

7. Miscellaneous

A. Monthly Business Updates

Ondich presented the monthly business update as information.

8. Adjournment

A motion was made by Seiler, seconded by Ryan, to adjourn the meeting at 6:57 pm. Motion carried (4-0).

Respectfully submitted,



Evan C. Gariepy
Planner

UTILITIES COMMISSION MEETING MINUTES



City of New Prague

Monday, April 27, 2026 at 3:30 PM

Power Plant - 300 East Main St

1. CALL TO ORDER

The meeting was called to order by Commission President Dan Bishop on Monday, April 27th, 2026, at 3:31 p.m.

Commissioners Present: Dan Bishop, Paul Busch, Charles Nickolay and Bruce Wolf

Commissioners Absent: Tom Ewert

Staff Present: General Manager Bruce Reimers, Finance Director Robin Pikal, EOS Ken Zweber

Others Present: Rebecca Kurtz for Ehlers Municipal Advisors

2. APPROVAL OF AGENDA

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

Motion carried (4-0)

3. DISCUSS ACCEPTABLE PARAMETERS OF THE TERMS OF THE WES BOND AND PROPOSED COVENANTS

- a. Discussion Memo
- b. Covenants for Electric Revenue Bonds - Clean Copy
- c. Covenants for Electric Revenue Bonds - Marked/Edited Copy
- d. Debt Service Assumptions

Rebecca Kurtz from Ehlers Municipal Advisors went over parameters and proposed covenants for the preparation of the bond sale for WES that will take place in late summer or early fall. After discussion and a couple minor wording changes, a motion was made by Commissioner Bishop, and seconded by Commissioner Busch, to approve the proposed covenants and acceptable parameters of terms for the sale of bonds for WES.

Motion carried (4-0)

4. APPROVAL OF MINUTES

- a. March 30, 2026 Utilities Meeting Minutes

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to approve the March meeting minutes as presented.

Motion carried (4-0)

5. UTILITY AND SMMPA BILLS

- a. Approval of accounts payable in the amount of **\$402,828.06** and the SMMPA billing of **\$426,839.63**.

Motion made by Commissioner Bishop, seconded by Commissioner Wolf, to approve the accounts payable as presented.

Motion carried (4-0)

6. FINANCIAL REPORTS

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

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

Motion carried (4-0)

7. SMMPA BOARD OF DIRECTORS MEETING

- a. March 11, 2026

GM Reimers informed the Commission of the following:

-SMMPA Board and member representatives voted to authorize funding in the amount of 84 million for the Owatonna Steel Energy Station.

-The Board approved limiting economic development credit to 2-megawatt load limits and will be setting a large customer market rates.

- b. Resolution #UC-26-04-27-01 - Change of Alternate Representative to SMMPA

Motion was made by Commissioner Wolf, seconded by Commissioner Nickolay, to approve Ken Zweber to be the alternate Representative to the SMMPA.

Motion carried (4-0)

8. GENERAL MANAGER'S REPORT

GM Reimers informed the Commission of the following:

-Filter Plant #3 rehab is progressing and should be in service by the end of May

-WES foundation work is progressing and on schedule

9. OTHER BUSINESS

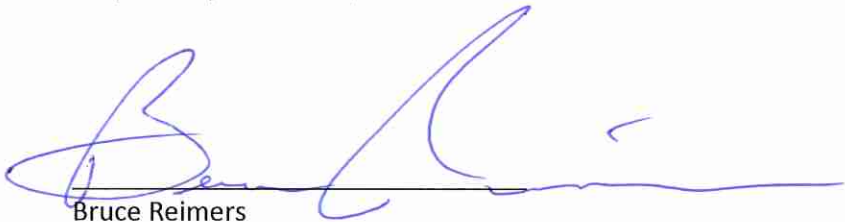
None

10. ADJOURNMENT

Motion made by Commissioner Busch, seconded by Commissioner Nickolay, to adjourn the April Commission meeting at 4:50 p.m.

Motion carried (4-0)

Respectfully Submitted,



Bruce Reimers
General Manager



MEETING MINUTES

New Prague Golf Board

On site meeting at NPGC
Tuesday, April 27th, 2026

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

- **Approval of March 24th, 2026 Meeting Minutes:**
 - No minutes were provided as no meeting was held due to lack of a quorum

- **Approval of February 24th, 2026 Meeting Minutes:**
 - A motion to approve the February 24th, 2026 Meeting Minutes was made by Berglund, second by Nickolay. Motion carried (6-0)

- **Claims for Payment (\$85,927.89):**
 - Gardner asked about the \$4,425.00 spend on a heater for the maintenance shop. Ruehling said the dollars are in the budget
 - Gardner also inquired about the League of MN Cities bill for 412,757.09. Nickolay spoke to the amount
 - Nickolay would like to know the cost of the last piece of equipment for the next meeting...
 - A motion to approve the Claims for Payment was made by Nickolay, seconded by Cunniff. Motion carried (6-0)

- **Review Monthly Income Statement and Balance Sheet (February 2026):**
 - Nickolay asked about the maintenance invoice for \$15,000.00 for software. Ruehling discussed it as a part of the irrigation system
 - Cunniff wanted clarification regarding the tree removal. Nickolay and Ruehling explained that the City Staff did tree removal and the Golf Operations budget is charged with the wages
 - The large fertilizer invoice was discussed. Ruehling will get clarity on the timing of the bill from City Hall and get insight from Jeff Pint, Superintendent
 - A motion to approve the Monthly Income Statement and Balance Sheet was made by Cunniff, seconded by Kuehner. Motion carried (6-0)

- **Capital Equipment Report**
 - Ruehling informed Golf Board that the Intermediate Cut Mower has arrived and is working great

- **Grounds Operation Update:**
 - Pint provided a report that was in the packet...here are the highlights
 - Staff has begun mowing and they are currently doing the greens daily.
 - We have taken delivery of the new Intermediate Mower
 - Staff has been assisting the Food & Beverage staff preparing the snack bar for opening

- **Food & Beverage Update...Jess Treviño, Food & Beverage Coordinator:**
 - Treviño indicated that she has been working closely with staff to strengthen the customer service and they are also fine-tuning inventory levels.
 - Brunches will suspend, so staff can focus on the golfing patrons now that the season has begun
 - Snack bar has opened and we are looking into a beverage cart to increase customer satisfaction

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling provided his report at the meeting...the following items were highlighted
 - Number of Membership has surpassed 400 for the first time in nearly 20 years!!
 - Fees collected are \$40,000.00+ over last year
 - Rounds played are lower than in 2025, but we opened earlier last year
 - Ruehling started a discussion on how he is going to experiment on the number of days in advance tee times can be booked. He informed Golf Board that we need to make sure tee times are accessible for our larger membership base. Discussion ensued
 - Ruehling will continue to work on a "YTD Reporting System" to get up to date information to the Golf Board
 - Following one day of Wednesday Ladies League, 98 players, Berglund was concerned about pace of play. Ruehling will monitor as the year progresses

- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling is setting up the Leagues and creating ways to report the weekly winners...this is a work in progress
 - Ruehling was asked to send another email out for the Satisfaction Survey. Ruehling commented, "My Survey results are the 400+ memberships, the well-attended leagues, the increased revenue, and the full tee sheet."

- **Golf Scholarship Event Update...Den Gardner:**
 - Gardner reported that the Scholarship recipients have been determined and will be awarded their scholarships, by Jen Berglund, at the banquet on May 6th.
 - **Scholarship Tournament is August 9th, 2026**

- **Miscellaneous:**
 - No miscellaneous business

- **Adjournment:**
 - A motion to adjourn the meeting at 7:41p was made by Gill, second by Kuehner. Motion carried (6-0)
 -

Next Golf Board Meeting –Tuesday, May 26th, 2026, 6:30pm

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