



# CITY COUNCIL MEETING AGENDA

## City of New Prague

Monday, May 06, 2024 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/659257781>

You can also dial in using your phone: Access Code: 659-257-781 | United States: +1 (571) 317-3122

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. April 15, 2024, City Council Meeting Minutes
- b. Claims for Payment: **\$262,164.79**
- c. Call for Public Hearing on the Issuance of an On-Sale Intoxicating Liquor License and Sunday Liquor License for Ettlins Cafe
- d. Rusty Spoke Liquor License
- e. Select Contractor to Install the Dog Park Fence

#### 4. SMALL AREA PLAN UPDATE

- a. Presented by MSA

#### 5. PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA

*(Speakers limited to 5 minutes.)*

#### 6. CITY ENGINEER PROJECTS UPDATE

- a. May 6, 2024

#### 7. 2025 STREET AND UTILITY IMPROVEMENT PROJECT

- a. Proposal for Professional Services - Feasibility Study
- b. Resolution #24-05-06-01 - Ordering Preparation of Report on Improvement

#### 8. PUBLIC HEARING(S) – 6:00 PM

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

- a. Ordinance #349 - Repealing Chapter 152 of the New Prague City Code and Replacing it with a New Chapter 152 Regarding Floodplain Regulations

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

**11. RESOLUTIONS**

- a. Awarding the Sale of General Obligation Bonds, Series 2024A, in the Original Aggregate Principal Amount of \$4,745,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment
  - i. Standard & Poors Bond Rating and Official Statement (OS)
  - ii. Bid Results of Bond Sale
  - iii. Resolution #24-05-06-02 - Awarding the Sale

**12. GENERAL BUSINESS**

- a. Resolution #24-05-06-03 - Approving the Purchase of Real Property
- b. Police Station Update - Next Steps
- c. Personnel Handbook Updates

**13. MISCELLANEOUS**

- a. Meeting Minutes
  - i. Utilities
  - ii. Planning
  - iii. EDA
  - iv. Golf
- b. Discussion of Items not on the Agenda

**14. ADJOURNMENT**

**UPCOMING MEETINGS AND NOTICES:**

May 8	7:30 a.m. EDA Board
May 13	12:00 p.m. Community Center Board
May 14	6:00 p.m. Park Board
May 20	4:00 p.m. Joint Powers Board – Fitness & Aquatic Center
May 20	6:00 p.m. City Council
May 22	6:30 p.m. Planning Commission
<b>May 27</b>	<b>Holiday – City Offices Closed</b>
May 28	3:30 p.m. Utilities Commission
May 28	6:30 p.m. Golf Board
June 3	6:00 p.m. City Council



# CITY COUNCIL MEETING MINUTES

## City of New Prague

Monday, April 15, 2024 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

### 1. CALL TO ORDER

Councilmember Maggie Bass called the meeting to order at 6:00 p.m.

#### PRESENT

- Councilmember Shawn Ryan
- Councilmember Maggie Bass
- Councilmember Rik Seiler
- Councilmember Bruce Wolf

#### ABSENT

Mayor Duane Jirik

Staff present: City Administrator Josh Tetzlaff, Planning/Community Development Director Ken Ondich, Police Chief Tim Applen, and Public Works Director Matt Rynda

- a. Pledge of Allegiance

### 2. APPROVAL OF REGULAR AGENDA

Motion made by Councilmember Ryan, Seconded by Councilmember Wolf to approve the Regular Agenda.  
 Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (4-0).

### 3. CONSENT AGENDA

Motion made by Councilmember Wolf, Seconded by Councilmember Seiler to approve the Consent Agenda, striking Item 3c.

Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (4-0).

- a. Meeting Minutes
  - i. March 18, 2024, City Council Meeting Minutes - Closed
  - ii. April 1, 2024, City Council Meeting Minutes
  - iii. April 1, 2024, City Council Meeting Minutes - Closed
- b. Claims for Payment: **\$181,100.71**
- c. 1-Day Temporary On-Sale Liquor License for Midwest Country Music Organization on June 1, 2024
- d. Premises Permit Extension for Giesenbrau on May 11, 2024
- e. Surplus City Property
- f. Select Contractor for DNR Grant Funded Settlers Park Prairie Restoration Project
- g. Appointment of Police Officer
- h. Large Assembly Permits for New Prague Chamber of Commerce:
  - i. Czech Out New Prague in Memorial Park on August 1, 2024
  - ii. Dozinky Days in Main Street and Memorial Park on September 20-21, 2024

- iii. Parade of Lights in Main Street and Memorial Park on December 6, 2024
- i. Monthly Financial Summary

**4. PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA**

**5. CITY ENGINEER PROJECTS UPDATE**

- a. April 15, 2024  
Public Works Director Matt Rynda provided a brief update.

**6. PUBLIC HEARING(S) – 6:00 PM**

- a. Partially Vacate Certain Easements in the Plat of Suerai  
Planning/Community Development Director Ken Ondich provided an overview.

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

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

- a. Ordinance #348 - Partially Vacating Certain Easements in the Plat of Suerai  
Motion made by Councilmember Wolf, Seconded by Councilmember Ryan to adopt Ordinance #348.  
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (4-0).

**9. RESOLUTIONS**

- a. Resolution #24-04-15-01 - Approving Interim Use Permit #11-2024 to Allow a Religious Institution in the I-1 Light Industrial Zoning District at 100 2nd Ave SW, as Proposed by Faith, Recovery & Music  
Planning/Community Development Director Ondich gave a brief presentation. Motion made by Councilmember Ryan, Seconded by Councilmember Seiler to approve Resolution #24-04-15-01.  
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (4-0).  
Timothy Price, with Faith, Recovery & Music, and Bill Gibson, one of the owners of The Mill, each addressed the Council.
- b. Resolution #24-04-15-02 - Approving Variance (#V1-2024) from the Fence Regulations in the RL 90 Single Family Residential Zoning District at 509 Pershing Ave N, as Proposed by Taylor and Dustin Filan, New Prague, Minnesota  
Planning/Community Development Director Ondich provided context. Motion made by Councilmember Wolf, Seconded by Councilmember Ryan to approve Resolution #24-04-15-02.  
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (4-0).
- c. Resolution #24-04-15-03 - Minnesota Housing Finance Agency Application for the Workforce Housing Development Program  
Planning/Community Development Director Ondich provided an update. Baker Tilly Municipal Advisor Director Mikaela Huot stood for questions. Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve Resolution #24-04-15-03.  
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (4-0).

**10. GENERAL BUSINESS**

**11. MISCELLANEOUS**

- a. Meeting Minutes
  - i. Planning
- b. Discussion of Items not on the Agenda
  - Councilmember Ryan requested tours of the new Parks building and the Line Garage.
  - Public Works Director Rynda advised two new staff will be starting tomorrow, April 16, 2024.
  - Police Chief Applen addressed a New Prague Times article from the April 11, 2024, print edition titled “Family accuses NPPD of racial profiling.” A letter was drafted by Mrs. Tarr and delivered to him and Mayor Jirik with concerns of racial profiling by the New Prague Police Department. Chief Applen advised that after receiving the letter, the city immediately began an investigation into the allegations, as they take these allegations very seriously. Chief Applen shared he is proud of and confident in the distinguished men and women of the New Prague Police Department. Since the article was published in the paper, Chief Applen has received numerous emails, phone calls, and an outpouring of support from community members and expressed the police department’s gratitude. He is confident that the results of the investigation will reflect the professional, courteous, and impartial service the police department provides to the community.
  - City Administrator Tetzlaff relayed that he will have updated future planning numbers to the Council in the next month or so, as requested by Council at the March 18, 2024, City Council meeting.

**12. ADJOURNMENT**

Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to adjourn the meeting at 6:55 p.m.  
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (4-0).

ATTEST:

\_\_\_\_\_  
Duane J. Jirik  
Mayor

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

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 5/06/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>FUND 101 - GENERAL FUND</b>			
<b><u>RURAL FIRE - TO BE REIMBURSED</u></b>			
ANCOM COMMUNICATIONS	PAGERS	\$1,542.50	
CENTERPOINT ENERGY	NATURAL GAS	\$274.46	
MED COMPASS	FIT TEST / PHYSICAL	\$3,270.00	
MUNICIPAL EMERGENCY SERVICE	HELMET / BOOTS	\$236.18	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$532.55	
PARKVIEW MEDICAL CLINIC	PRE-EMPLOYMENT PHYSICAL	\$55.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$16.60	
VERIZON WIRELESS	TABLETS	\$40.08	
VERIZON WIRELESS	TELEPHONE	\$38.12	
<b>TOTAL:</b>			<b>\$6,005.49</b>
<b><u>COUNCIL</u></b>			
JOSHUA TETZLAFF	MEAL REIMBURSEMENT	\$20.00	
US BANK CREDIT CARD	ELECTION MEALS	\$449.93	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$274.98	
VERIZON WIRELESS	TELEPHONE	\$82.44	
<b>TOTAL:</b>			<b>\$827.35</b>
<b><u>ADMINISTRATION</u></b>			
AMAZON CAPITAL SERVICES	DISPLAY PORTS	\$6.98	
AMAZON CAPITAL SERVICES	HIGHLIGHTER	\$4.33	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$126.37	
US BANK CREDIT CARD	LOSS CONTROL WORKSHOP	\$30.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$408.93	
VERIZON WIRELESS	TELEPHONE	\$53.59	
<b>TOTAL:</b>			<b>\$630.20</b>
<b><u>TECH NETWORK</u></b>			
COMPUTER TECHNOLOGY SOLUTIONS	MEMORY MODULE	\$56.00	
<b>TOTAL:</b>			<b>\$56.00</b>
<b><u>ASSESSOR</u></b>			
SCOTT COUNTY TREASURER	TAX ASSESSMENTS	\$45,700.00	
<b>TOTAL:</b>			<b>\$45,700.00</b>
<b><u>PLANNING</u></b>			
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$10.58	
LE SUEUR COUNTY RECORDER	RECORDING FEE	\$46.00	
METRO SALES INC	COPIER LEASE	\$49.50	
SCOTT COUNTY RECORDER	RECORDING FEE	\$92.00	
SEH	GENERAL ENGINEERING	\$224.50	
US BANK CREDIT CARD	CONFERENCE	\$58.00	
US BANK CREDIT CARD	GO TO MY PC	\$20.60	
US BANK CREDIT CARD	LOSS CONTROL WORKSHOP	\$20.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$27.18	
VERIZON WIRELESS	TELEPHONE	\$82.44	
<b>TOTAL:</b>			<b>\$630.80</b>
<b><u>GOVERNMENT BUILDING</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$891.71	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$1,286.63	
MEI TOTAL ELEVATOR SOLUTIONS	ELEVATOR MAINTENANCE	\$66.30	
NEW PRAGUE UTILITIES	GOVT BUILDING - WATER/SEWER	\$85.75	
NEW PRAGUE UTILITIES	GOVT BUILDING -ELECTRIC	\$1,125.92	
<b>TOTAL:</b>			<b>\$3,456.31</b>

CITY OF NEW PRAGUE  
ACCOUNTS PAYABLE  
5/06/2024

Section 3, Item b.
--------------------

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b><u>POLICE</u></b>			
AMAZON CAPITAL SERVICES	USB / PAPER	\$90.93	
CATHERINE SPICER	MEAL REIMBURSEMENT / HOTEL	\$297.02	
CENTRAL FIRE PROTECTION INC	FIRE EXTINGUISHER	\$210.00	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$7.59	
JEFF BELZER NEW PRAGUE FORD	LUBE, OIL, FILTER SERVICE	\$68.34	
STREICHER'S	AMMO	\$328.99	
US BANK CREDIT CARD	BCA/ CHIEFS CONFERENCE	\$850.00	
US BANK CREDIT CARD	MN CHIEFS OF POLICE MEMBERSHIP	\$376.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$279.14	
VERIZON WIRELESS	SQUAD BROADBAND	\$200.05	
<b>TOTAL:</b>		\$2,708.06	
<b><u>FIRE</u></b>			
ANCOM COMMUNICATIONS	PAGERS	\$1,542.50	
CENTERPOINT ENERGY	NATURAL GAS	\$274.46	
MED COMPASS	FIT TEST / PHYSICAL	\$3,270.00	
MUNICIPAL EMERGENCY SERVICE	HELMET / BOOTS	\$236.18	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$409.76	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$122.80	
PARKVIEW MEDICAL CLINIC	PRE-EMPLOYMENT PHYSICAL	\$55.00	
VERIZON WIRELESS	TABLETS	\$40.08	
VERIZON WIRELESS	TELEPHONE	\$38.12	
<b>TOTAL:</b>		\$5,988.90	
<b><u>BUILDING INSPECTOR</u></b>			
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$3.51	
METRO SALES INC	COPIER LEASE	\$49.50	
US BANK CREDIT CARD	CONTRACTOR RESOURCE	\$71.89	
VERIZON WIRELESS	TELEPHONE	\$87.44	
<b>TOTAL:</b>		\$212.34	
<b><u>EMERGENCY MANAGEMENT</u></b>			
BORDER STATES ELECTRIC SUPPLY	PED. CROSSING SIGNAL	\$950.00	
<b>TOTAL:</b>		\$950.00	
<b><u>PUBLIC WORKS</u></b>			
US BANK CREDIT CARD	LOSS CONTROL WORKSHOP	\$20.00	
<b>TOTAL:</b>		\$20.00	
<b><u>STREET</u></b>			
AMAZON CAPITAL SERVICES	AED INSIDE STICKERS	\$6.00	
AMAZON CAPITAL SERVICES	EMERGENCY LIGHT BATTERY	\$17.99	
CENTERPOINT ENERGY	NATURAL GAS	\$502.05	
METRO SALES INC	COPIER LEASE	\$49.50	
NEW LOOK CONTRACTING INC	10TH ST SE RRFB	\$37,529.41	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$419.80	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$65.69	
RIVER COUNTRY COOP	DIESEL	\$1,820.78	
TIM'S SMALL ENGINE SERVICE	CHAINSAW REAPIR	\$178.48	
US BANK CREDIT CARD	COMPOST BAGS	\$95.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$81.00	
VERIZON WIRELESS	TELEPHONE	\$250.16	
WM. MUELLER & SONS INC.	POT HOLE - ASPHALT SAND MIX	\$290.16	
<b>TOTAL:</b>		\$41,306.02	
<b><u>STREET LIGHTS</u></b>			
NEW PRAGUE UTILITIES	STREETLIGHTS	\$4,306.54	
<b>TOTAL:</b>		\$4,306.54	

CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 5/06/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b><u>PARKS</u></b>			
AMAZON CAPITAL SERVICES	TOR Z MASTER - CHUTE BLOCKER	\$379.99	
CARQUEST	OIL FILTERS	\$274.80	
CENTERPOINT ENERGY	NATURAL GAS	\$423.15	
LOCKSAFE INC.	MEMORIAL FIELD - LOCKS	\$315.00	
MTI DISTRIBUTING INC	LAWNMOWER BLADES	\$603.72	
MTI DISTRIBUTING INC	SEAL KIT - DRIVE MOTOR	\$402.25	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$51.82	
NEW PRAGUE UTILITIES	PARKS -ELECTRIC	\$1,134.02	
O'REILLY AUTOMOTIVE INC	BATTERY / GAUGE/ FUSE	\$132.83	
SPOTLIGHT ADVERTISING	NEW PARKS GARAGE - SHELVES	\$861.00	
STEVE RYNDA CONSTRUCTION	LAW MOWER RENTAL	\$100.00	
TIM'S SMALL ENGINE SERVICE	CHAINSAW BAR	\$276.92	
TRI-STATE BOBCAT	60 TORO - DRIVE MOTOR"	\$1,237.99	
VERIZON WIRELESS	INTERNET - PARKS	\$40.01	
VERIZON WIRELESS	IPADS	\$10.02	
VERIZON WIRELESS	TELEPHONE	\$115.25	
WASHA TRUCKING SERVICES INC	HAULING - AG LIME	\$230.00	
<b>TOTAL:</b>			<b>\$6,588.77</b>
<b><u>PARK BOARD</u></b>			
FERGUSON WATERWORKS	DOG PARK	\$27.47	
HARTMANN WELL COMPANY	DOG PARK - HYDRANT	\$447.20	
<b>TOTAL:</b>			<b>\$474.67</b>
<b><u>LIBRARY</u></b>			
AMAZON CAPITAL SERVICES	EMERGENCY LIGHT BATTERY	\$19.99	
CENTERPOINT ENERGY	NATURAL GAS	\$302.09	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$743.27	
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$825.66	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$89.08	
<b>TOTAL:</b>			<b>\$1,980.09</b>
<b><u>UNALLOCATED</u></b>			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$327.00	
<b>TOTAL:</b>			<b>\$327.00</b>
<b>GENERAL FUND TOTAL:</b>			<b>\$122,168.54</b>
<b>FUND 233 - SPECIAL REVENUE - CRIME PREVENTION</b>			
COAST TO COAST SOLUTIONS	SUNGLASSES	\$734.65	
DEPARTMENT OF FINANCE	FORFEITURE	\$17.20	
LE SUEUR COUNTY ATTORNEY	FORFEITURE	\$34.40	
SCOTT COUNTY ATTORNEY'S OFFICE	FORFEITURE	\$103.20	
<b>TOTAL:</b>			<b>\$889.45</b>
<b>FUND 315 - DEBT SERVICE - BOND REFUNDING 2013B</b>			
COMPUTERSHARE TRUST COMPANY	BOND INTEREST PAYMENT	\$19,690.00	
<b>TOTAL:</b>			<b>\$19,690.00</b>
<b>FUND 418 - TH 19 PROJECT (2020)</b>			
S.M. HENTGES & SONS INC.	CIP 2020 TH19 RECONSTRUCTION	\$33,253.40	
<b>TOTAL:</b>			<b>\$33,253.40</b>
<b>FUND 422 - CAPITAL PROJECTS - CIP 2023</b>			
SEH	CIP 2023 - SUNRISE / SUNSET	\$2,501.91	
<b>TOTAL:</b>			<b>\$2,501.91</b>
<b>FUND 423 - CAPITAL PROJECTS - CIP 2024</b>			
SEH	CIP 2024	\$10,759.00	
<b>TOTAL:</b>			<b>\$10,759.00</b>



CITY OF NEW PRAGUE  
 ACCOUNTS PAYABLE  
 5/06/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>FUND 602 - ENTERPRISE - SANITARY SEWER</b>			
AMAZON CAPITAL SERVICES	RETRIEVAL TOOL	\$7.90	
AMAZON CAPITAL SERVICES	SAFETY GLASSES	\$27.51	
BOLTON & MENK INC.	SANITARY SEWER FEASIBILITY	\$1,426.00	
CENTERPOINT ENERGY	NATURAL GAS	\$9,711.96	
GOPHER STATE ONE CALL	LINE LOCATES	\$29.36	
GRAINGER	COUPLINGS	\$48.72	
GRAINGER	WELDING RODS	\$55.22	
HAWKINS INC	AZONE	\$4,677.38	
INDUSTRIAL PNEUMATIC SYSTEM	QUINCY COMPRESSOR MAINTENANCE	\$1,661.28	
MINNESOTA MUNICIPAL UTILITY	DRUG TESTING	\$41.25	
MN VALLEY TESTING LABS	TESTING ANALYSIS	\$556.50	
MN WASTEWATER OPERATORS ASSOC	MWOA MEMBERSHIP-SMITH	\$25.00	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$23,693.74	
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$223.88	
PVS TECHNOLOGIES INC	FERRIC CHLORIDE	\$11,885.18	
ROBERT HALF	TEMP UTILITY BILLING EMPLOYEE	\$303.80	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$210.60	
SALTCO	MONTHLY SALT	\$928.40	
STASNEY ELECTRIC	BEARINGS	\$41.20	
TWIN CITY SCALE CO.	FLOOR SCALE	\$4,500.00	
US BANK CREDIT CARD	FILTER ELEMENTS	-\$90.19	
US BANK CREDIT CARD	PRESSURE GUAGES	\$73.29	
US BANK CREDIT CARD	SHIPPING	\$10.59	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$81.00	
VERIZON WIRELESS	IPADS	\$7.52	
VERIZON WIRELESS	TELEPHONE	\$145.15	
VESSCO INC.	CHEMICAL FEED PUMP	\$7,195.70	
<b>TOTAL:</b>			<b>\$67,477.94</b>
<b>FUND 606 - ENTERPRISE - STORM UTILITY</b>			
GOPHER STATE ONE CALL	LINE LOCATES	\$29.37	
ROBERT HALF	TEMP UTILITY BILLING EMPLOYEE	\$75.95	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.60	
VERIZON WIRELESS	IPADS	\$7.52	
VERIZON WIRELESS	TELEPHONE	\$6.18	
<b>TOTAL:</b>			<b>\$122.62</b>
<b>FUND 651 - ENTERPRISE - AMBULANCE</b>			
CENTERPOINT ENERGY	NATURAL GAS	\$274.46	
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$409.76	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$94.76	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$10.20	
<b>TOTAL:</b>			<b>\$789.18</b>
<b>TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:</b>			<b>\$257,652.04</b>

Section 3, Item b.
--------------------

Vendor Name	Net Invoice Amount
<b>CALLAWAY GOLF</b>	
GOLF MERCHANDISE	\$528.00
SPECIAL ORDER	\$302.40
<b>CENTRAL MCGOWAN INC</b>	
CO2	\$77.31
<b>MIKE PORTNER</b>	
DISTILLED WATER/ROKU	\$81.55
<b>MTI DISTRIBUTING INC</b>	
BLADES, DIAPHRAMS, VALVE, BARBS	\$903.05
<b>THE WEATHER APPAREL COMPAN</b>	
CLOTHING	\$2,078.70
GOLF MERCHANDISE	\$249.60
<b>VERSATILE VEHICLES INC.</b>	
TIRES	\$292.14
Grand Totals	<u>\$4,512.75</u>



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:** CALL FOR PUBLIC HEARING ON THE ISSUANCE OF AN ON-SALE  
INTOXICATING LIQUOR LICENSE AND SUNDAY LIQUOR LICENSE FOR  
ETTLINS CAFE  
**DATE:** APRIL 29, 2024

---

The City of New Prague has received a new liquor license application for an On-Sale Intoxicating Liquor License and Sunday Liquor License for Ettlins Café.

The location of the liquor establishment is 208 4<sup>th</sup> Avenue SW.

In accordance with City Code Section 110.16 Issuance of License (Subd. C), prior to approving an application for issuance of a license, the Council shall provide an opportunity for public comment for or against issuance of the license.

City Staff would recommend calling for a Public Hearing on the issuance of the license for Monday, May 20, 2024, at 6:00 p.m. The proposed effective date of the licenses would be June 1, 2024.

**Recommendation**

Mayor and Council review and call for Public Hearing on Monday, May 20, 2024, at 6:00 p.m.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License New Prague License Period From: 4/1/24 To: 3/31/25

Circle One New License License Transfer (former licensee name) Suspension Revocation Cancel (Give dates)

License type: (check all that apply) [X] On Sale Intoxicating [X] Sunday Liquor [ ] 3.2% On sale [ ] 3.2% Off Sale

Fee(s): On Sale License fee: \$ 3000 Sunday License fee: \$ 200 3.2% On Sale fee: \$ 3.2% Off Sale fee: \$

Licensee Name: Ehlins Cafe, Inc (corporation, partnership, LLC, or Individual) DOB Social Security #

Business Trade Name Ehlins Cafe Business Address 208 4th Ave SW City New Prague

Zip Code 56001 County Le Sueur Business Phone 952-758-6772 Home Phone 952-594-9613

Home Address 208 4th Ave SW City New Prague

Licensee's Federal Tax ID # 46-2398148 Licensee's MN Tax ID# 2984829 (To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Ulrich Ehlins 12-7-73 208 4th Ave SW New Prague Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Christine Ehlins 02-23-75 56001 Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license. 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

[ ] Yes [X] No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: State Farm Policy # 93-EU-T286-4

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature (title) Date

ON SALE INTOXICATING LIQUOR LICENSEES ONLY, must also purchase a \$20 Retailer Buyers Card. obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at https://dps.mn.gov/divisions/age/Pages/default.aspx

E-mail: [dli.license@state.mn.us](mailto:dli.license@state.mn.us)  
 Website: [www.dli.mn.gov](http://www.dli.mn.gov)  
 Phone: (651) 284-5034

## Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

**Print in ink or type**

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number <i>952-758-6772</i>	Alternate telephone number <i>952-594-9613</i>	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) <i>ETHLINS Cafe, Inc.</i>			
DBA ("doing business as" or "also known as" an assumed name), if applicable <i>ETHLINS Cafe</i>			
Business address (must be physical street address, no P.O. boxes) <i>208 4th Ave SW</i>	City <i>New Prague</i>	State <i>MN</i>	ZIP code <i>56071</i>
County <i>Le Sueur</i>	Email address <i>theethlinscafe@gmail.com</i>		

You must complete number 1 or 2 below.

**Note:** You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1.  I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent) <i>State Farm</i>		
Policy number <i>93-EV-T286-4</i>	Effective date <i>4/01/2024</i>	Expiration date <i>4/01/2025</i>
<input type="checkbox"/> I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce.)		

2. I am not required to have workers' compensation insurance because:

- I only use independent contractors and do not have employees. (See [Minn. Stat. § 176.043](#) for trucking and messenger courier industries; [Minn. Stat. § 181.723, subd. 4](#), for building construction; and [Minnesota Rules chapter 5224](#) for other industries.)
- I do not use independent contractors and have no employees. (See [Minn. Stat. § 176.011, subd. 9](#), for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See [Minn. Stat. § 176.041](#) for a list of excluded employees.)

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name <i>Ulrich Ethlin</i>		
Applicant signature (required) <i>Ulrich Ethlin</i>	Title <i>Owner</i>	Date <i>4-9-2024</i>

If you have questions about completing this form or to request this form in Braille, large print or audio.

# State of Minnesota License Applicant Information

Under Minnesota law (M.S. 270.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest;
- The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. **DO NOT RETURN THIS FORM TO THE DEPARTMENT OF REVENUE.**

Please print or type

Name of license being applied for and license number (if renewal): License Number #:  
On-Sale Intoxicating and Sunday

Licensing Authority (name of city, county, or state agency issuing license):  
City of New Prague, State of Minnesota

License Renewal Date: April 1, 2024 - March 31, 2025

**PERSONAL INFORMATION:**

Ethin, Ulrich H. Social Security Number \_\_\_\_\_  
 Applicant's last name Applicant's first name and middle initial

208 4th Ave S.W. New Prague MN 56071  
 Applicant's address City State Zip Code

**BUSINESS INFORMATION:**

Ethin's Cafe, Inc.  
 Business name

208 4th Ave. S.W. New Prague MN 56071  
 Business address City State Zip Code

2984829 46-7398148  
 Minnesota tax identification number Federal tax identification number

**If a Minnesota tax identification is not required, please explain on the reverse side of this form.**

Applicant Signature:

Ulrich owner April 19th, 2024  
 Signature Title Date



# New Prague Police Department

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

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

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

• Website: [www.ci.new-prague.mn.us](http://www.ci.new-prague.mn.us)

**Tim Applen, Chief of Police**

---

## MEMORANDUM

**To:** Honorable Mayor, Duane Jirik; Members of the City Council, Shawn Ryan, Maggie Bass, Bruce Wolf, Rik Seiler and City Administrator, Joshua Tetzlaff

**From:** Tim Applen Chief of Police / Emergency Manager

**Date:** Thursday May 1, 2024

**Subject:** Liquor License with Sunday Sales Application for Don't be Lion LLC – DBA: The Rusty Spoke

The New Prague Police Department conducted a background check pursuant to City Ordinance 110.16(B) on the licensee(s), Pauline Rachel Baldazo for Don't be Lion LLC – DBA: The Rusty Spoke

Minnesota Criminal History: None

Minnesota Driver's License Check: Valid MN Driver's License

Business Organization Inquiry, MN Secretary of State: Member Active in Good Standing

After reviewing Minnesota Administrative Rule 7515.0410 Eligibility Requirements, the background check did reveal a disqualification pursuant to these rules in accordance with MN Statute 340A.409 Liability Insurance.

A. The applicant shall be over 21 years of age.

B. The applicant shall have good moral character and reputation. An applicant does not have good moral character and reputation if, based on past activities or criminal record, the applicant poses a threat to the public interest or to the effective regulation and control of alcohol or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods and activities in the manufacture, sale, distribution, or possession for sale or distribution of alcohol or the carrying on of the business and financial arrangements incidental to the manufacture, sale, distribution, or possession for sale or distribution of alcohol.

C. The applicant shall not have been convicted within five years prior to the application of such license of any willful violation of law relating to the manufacture, sale, or possession for sale of alcoholic beverages or any felony.

D. Neither the licensee or anyone with business interests in the entity pursuing licensure shall have had an interest in a license which was revoked within the last five years for a willful violation of any laws or ordinances, or any felony.

E. The off-sale licensee and anyone with an interest in the business shall not have any interest, direct or indirect, in another off-sale retail liquor store in the same municipality neither as proprietor, partner, or corporate stockholder.

F. The licensee cannot lease the business premises from anyone to whom no license could be issued, such as someone convicted of a willful violation of the Liquor Control Act.

G. No applicant shall refuse to serve alcoholic beverages to any person because of race, color, or national origin, and no applicant shall discriminate in the selection of its membership on the basis of race, color, or national origin.

There were no disqualifiers in articles A-G.

The application for liquor license was made in November, 2023. I along with city staff spoke with Pauline Baldazo about open building permits and unpaid property tax for the property located at 329 W Main St. These items would prevent the liquor license from being issued per New Prague Policy 110.19 Ineligibility. Pauline agreed that we would hold the license application until the permits were completed and taxes paid as she didn't have a desired date of opening. On April 15<sup>th</sup>, 2024, I was notified by city staff that all building/construction permits were closed and that final inspection was completed. On April 23<sup>rd</sup>, 2024, I spoke with Pauline again, we discussed proceeding with the liquor license application. Pauline wished to proceed with the application and indicated everything was still active and correct on the application paperwork she had submitted. A check of property tax payment was current. I called to verify the liquor liability insurance was still current and active. I learned from the insurance carrier that the liquor liability insurance was cancelled in February 2024. Liquor liability is required to hold a liquor license in the state of Minnesota in accordance with MN Statute 340A.409. New Prague city policy 110.01 Provisions of State Law Adopted follows MN Statute 340A for alcohol licensing, and therefore would also need liquor liability insurance for a liquor license to be issued.

**Recommendation:** Not Approve On-Sale intoxicating Liquor License or Sunday Liquor License application to Don't be Lion LLC, dba – The Rusty Spoke due to not having liquor liability insurance.





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

---

---

**MEMORANDUM**

---

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH, PLANNING /COMMUNITY DEVELOPMENT DIRECTOR  
KYRA CHAPMAN, PLANNER  
**SUBJECT:** SELECT CONTRACTOR TO INSTALL THE DOG PARK FENCE  
**DATE:** APRIL 26, 2024

---

As included in the 2024 Park Board budget, there is \$35,000 allocated to the dog park project.

The first phase of the dog park project includes fencing, a parking lot, an entry area concrete, trash/recycling cans for entry area, animal waste bags dispense, and an entry rules sign. The New Prague Utilities Commission has agreed at no cost to provide a wooden light pole and lighting for the parking lot/entrance and the waterline installation is nearly complete.

The largest expense of the first phase of the project will be related to fencing. The dog park fence will connect to the existing fence at the New Prague Wastewater Treatment Plant. The new fence will be a woven wire fence, and it will be approximately 1,535 lineal feet long with four 4’ tall mesh galvanized gates as the entrance area. There will also be two 10’ gate openings for mowing equipment to easily access the small and large dog areas.

In the past few weeks, staff have reached out to three contractors, Central Ag LLC, Midwest Fence, and Town & Country to provide fence estimates but only two firms responded.

<b>Firm</b>	<b>Fee</b>
Central Ag LLC	\$23,843.55
Town & Country	\$38,530.00

Of the two that responded, Central Ag LLC is the cheapest option and the only firm that offered to install a woven wire fence. (Town and Country’s estimate was to install a 4’ tall galvanized chain-link fence and is at least \$14,000 more expensive.) If New Prague hired Central Ag LLC, the project would be under budget, costing \$31,093.55.

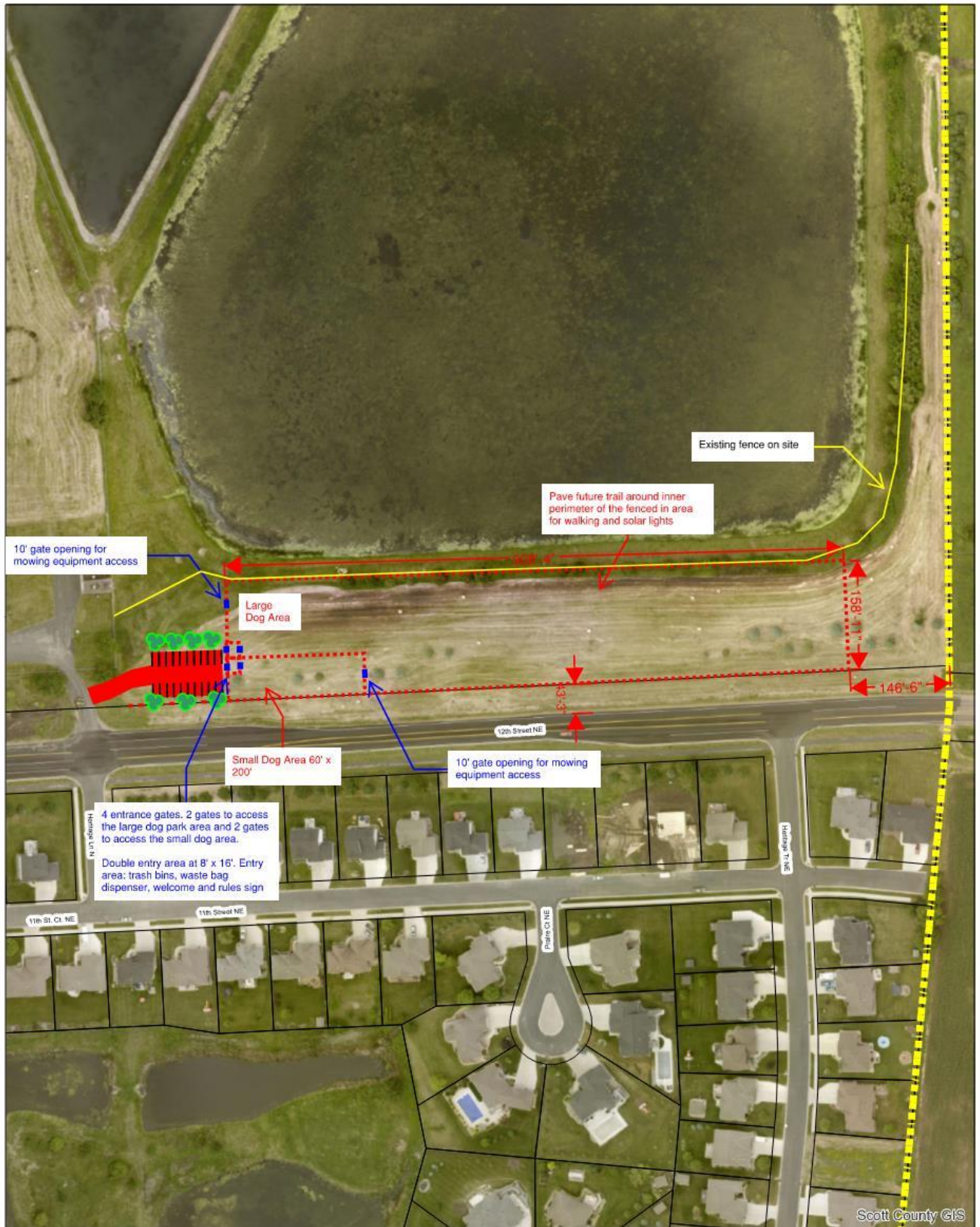
Fence – 1,535 lineal feet 4”x4”x4’ woven wire (Central Ag)	\$23,843.55	
Parking Lot - 20 spaces gravel	\$5,000.00	*By City Staff
Entry Area Concrete - Double Gate with concrete at 8' x 16'	\$1,000.00	*By City Staff

Trash / Recycling Cans for entry area	\$600.00
Animal Waste Bags Dispenser	\$150.00
Entry / Rules Sign	\$500.00
<b>Total</b>	<b>\$31,093.55</b>

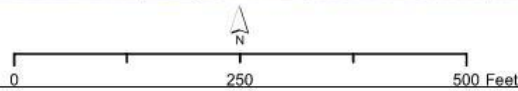
**Staff Recommendation**

Staff recommends that the City Council approve the selection of Central Ag LLC to complete the installation of the dog park fence.

Site Plan



Prepared by:  
 City of New Prague  
 Planning Department  
 Date: 4/7/22  
 For Reference Purposes Only.



Disclaimer: This plan was prepared using the City's GIS and is based on the County and City Street Data maintained by the County and City. While the City believes that the data is accurate, the City does not warrant that data in the GIS is error free and the City does not represent that the GIS Data can be used for purposes such as the location of any other purposes requiring the exact measurement of distance and direction or the precise location of geographic features. This disclaimer is provided to Minnesota Statutes, 46A.03 Subd. 21. The user of this map acknowledges that the City shall not be liable for any damages that may arise from the use of this information or maps.

---

**To:** New Prague City Council  
**From:** Small Area Plan Project Team  
**Subject:** May 6<sup>th</sup> Project Update  
**Date:** May 1<sup>st</sup>, 2024

---

### **Project Background**

The former Creamery site (bounded by Main St E, 2<sup>nd</sup> St NW, 3<sup>rd</sup> Ave NW, and 2<sup>nd</sup> Ave NW) has been identified for redevelopment to support a variety of uses including new residential opportunities, park space, stormwater improvements, and the Praha Outdoor Performance Stage (POPS). The project team (consisting of City Staff and MSA/Mike Lamb Consulting) has been working with a steering committee (comprised of the same members as the Comprehensive Plan steering committee) to develop a site plan to guide future development of the site.

### **Draft Site Plans**

The Small Area Plan Steering Committee has been meeting regularly to discuss priorities, potential programming elements, and site design scenarios. The two scenarios to be presented in this update presentation are the most up-to-date site plans, which include the following elements:

#### Development Program

- a. Outdoor events space
  - i. 500 capacity at 20 sf/person = 10,000 sf sitting area
  - ii. Stage = 12' x 24'?
  - iii. Restrooms & small storage
  - iv. Parking – how much?
  - v. Trail and sidewalk connections
- b. Community Room
  - i. Seating for 30-60 (maybe up to 100?)
- c. Land Use
  - i. Sites and lots on Main Street for commercial/retail infill development
  - ii. Consider acquisition of parcels: ID249341770, ID249340020
- d. Stormwater Management Area
  - i. West and south half of city lot; size to be determined

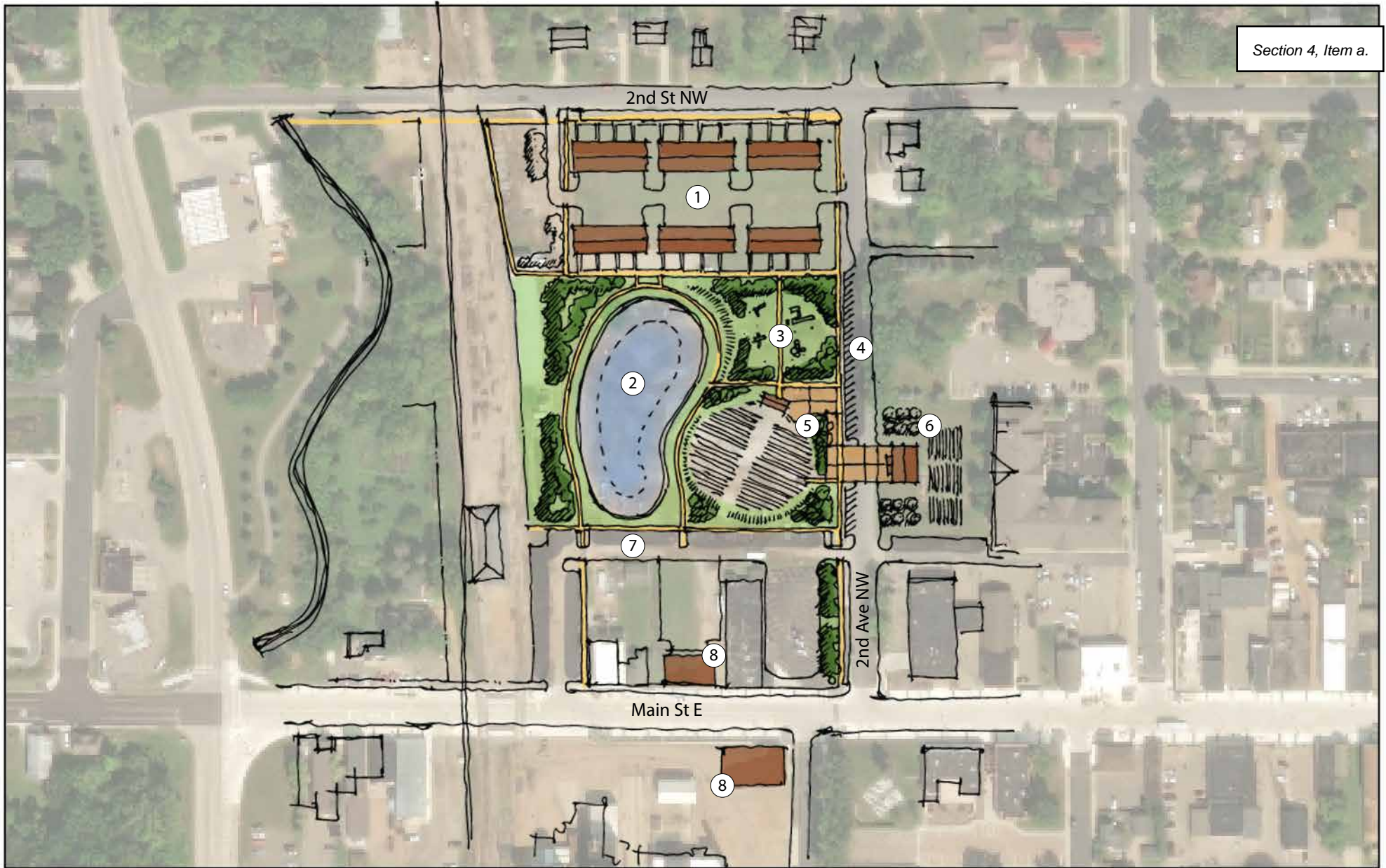
#### Development Scenarios/Potential Land Uses

- e. Public Uses
  - i. Stormwater management area
  - ii. Stormwater management & park
  - iii. Outdoor events space
  - iv. Sidewalks and trail connections
  - v. Playground/area for kids splash pad
  - vi. Pickleball courts
  - vii. Passive park areas with seating & tables
  - viii. Parking: on-street and off-street
  - ix. Public buildings (e.g., city hall)
- f. Private Uses

- i. Residential: attached single family
- ii. Residential: multi-family
- iii. Residential: Senior cottages
- iv. Commercial/retail infill
- v. Post Office w/parking/drive thru mail

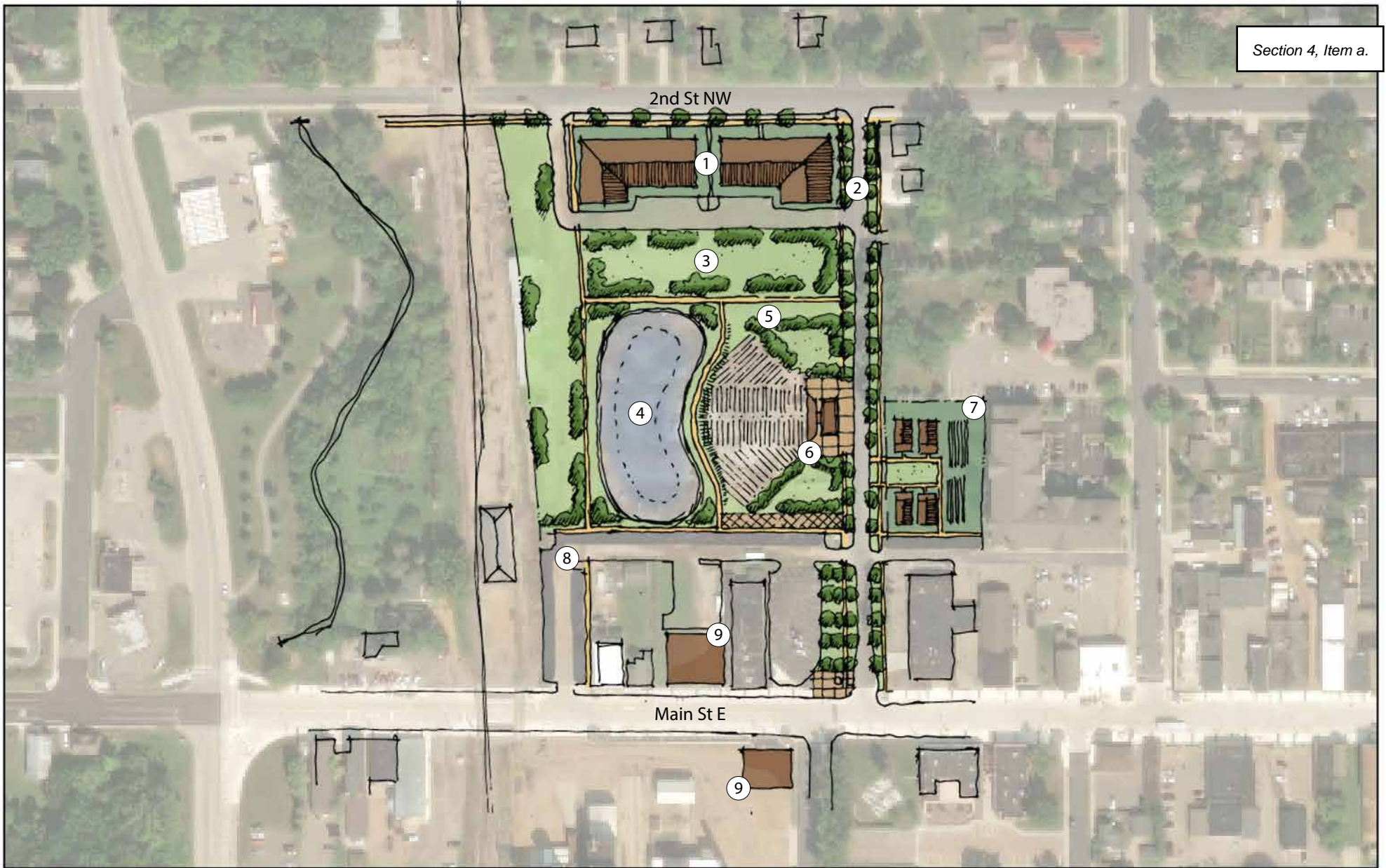
### **Next Steps**

The project team will be holding a public Open House event at The Broz on May 8<sup>th</sup> between 5-7pm. We will display the draft site plans and supplementary illustrations at interactive stations, with the goal of obtaining resident input to help further narrow down site elements and configuration.



**CIVIC COMMONS**

- |   |                                   |
|---|-----------------------------------|
| ① Single-Family Attached Housing (24 Units) | ⑤ Praha Outdoor Performance Stage |
| ② Stormwater Treatment/Pond                 | ⑥ Community Room & Gardens        |
| ③ Small Art Park                            | ⑦ Public Parking (~73 Spaces)     |
| ④ On-Street Parking (~50 Spaces)            | ⑧ Infill Buildings                |



### IN-TOWN LIVING

- ① Multi-Family Residential (80 Units)
- ② "Skinny Street"
- ③ Passive Park/Art Space
- ④ Stormwater Treatment/Pond
- ⑤ Farmers Market Promenade
- ⑥ Praha Outdoor Performance Stage & Community Room
- ⑦ Senior Cottages & Community Garden
- ⑧ Public Parking (~78 Spaces)
- ⑨ Infill Buildings



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 2, 2024

RE: Project Updates

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

### 2023 STREET AND UTILITY IMPROVEMENTS

Punchlist items remain, will be addressed this month. Final paving will likely occur in June.

### 2024 STREET AND UTILITY IMPROVEMENTS PROJECT

Work by the contractor has started with removals complete on Lyndale Avenue N and part of 1<sup>st</sup> Street NE. The contractor has two pipe crews on Lyndale Avenue with one starting at 4<sup>th</sup> Street NE and the other starting at Main Street, both working there way toward 2<sup>nd</sup> Street NE installing sanitary sewer. Work has been slow due to multiple rain delays and deeper excavation on the north end. SEH has an RPR working with each of the two pipe crews

### 2025 STREET AND UTILITY IMPROVEMENTS PROJECT

A proposal to start work on the 2025 Street and Utility Improvements Project is included with the council packet, along with a resolution ordering the Feasibility Report. We are proposing to start work on this project approximately two months earlier than last year to provide more time for final design with the earlier bidding schedule. It will also allow us to present the Feasibility Report earlier so public hearings do not coincide with assessment hearings on the 2024 Project.

### MAIN STREET (TH19) RECONSTRUCTION PROJECT

The final pay application is included with the consent agenda. Closeout of this project will occur soon with mostly administrative submittals required.

cdk  
x:\ko\newpr\common\council meetings\050624 cc project updates.docx





Building a Better World  
for All of Us®

April 30, 2024

RE: Proposal for Professional Services  
Feasibility Study  
2025 Street and Utility Improvement  
Project

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

Dear Matt:

With the 2024 Project underway, it is now time to look ahead to the 2025 Street and Utility Improvement Project. This is the final full street and utility reconstruction in the City’s Capital Improvements Plan and will complete work in this neighborhood that has had consistent construction since 2021. This potential project includes the area of the city just west of the Project currently under construction and matching into Columbus Avenue N, which was reconstructed two years ago. The 2025 project area was last reviewed in the fall of 2022 and some changes have been made from what was considered at that time based on conversations and review with City staff.

**ASSUMED 2025 PROJECT AREA SCOPE:**

The current study for the 2024 project is assumed to include the reconstruction of the streets and utilities on the following streets:

1. Lincoln Avenue N from Main Street to 4<sup>th</sup> Street NE (full reconstruction).
2. Pershing Avenue N from Main Street to 5<sup>th</sup> Street NE (full reconstruction).
3. First Street NE from Columbus Avenue N to Pershing Avenue N (full reconstruction).
4. Second Street NE Columbus Avenue N to Lyndale Avenue N (mill and overlay and sidewalk).
5. Alley improvements (pavement and drainage). North of Main Street, between Columbus Avenue N and Lincoln Avenue N.

**ANTICIPATED SCOPE OF SERVICES:**

The current proposal will include preliminary designs, feasibility level cost estimates, field investigations, data collection, and topographic field surveying of the confirmed 2025 project area, as well as the preparation of a Feasibility Study to meet the requirements of the Minnesota Statute 429 public improvement process. In addition, the scope of services will include conducting one neighborhood meeting, and one public hearing meeting in the fall of 2024.

We will review the preliminarily designs with Public Works and Utility staff, refine costs estimates, and prepare a preliminary assessment roll to estimate assessment revenue and proposed funding to be anticipated on the project. This information will be compiled into a 2025 feasibility report in compliance with MN Statue 429. Our current proposal and scope of services will take the project through the public hearing and city council consideration of ordering the improvement, which would be in September of 2024 as noted in the schedule below.

**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.

Feasibility Study and Topographic Survey:

Preliminary Engineering and Feasibility Study (Task 1.1)

\$40,900

Topographic Survey (Task 1.2):

\$27,900

**Proposed Fee (Phase I – Feasibility Phase):**

**\$68,800**

**Final Design, Bidding, and Construction Services:**

As has been done with city past projects, we would propose to submit a future proposal for final design, bidding and construction services at the conclusion of Phase 1 work, after the full scope of the project is better defined. This project will require a submittal to MnDOT for State Aid review as it will be partially funded through that source.

**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:

**Feasibility Phase (Phase I):**

- Council Orders Preparation of a Feasibility Study\* May 6, 2024
- Informational Letters sent out to the Residents One week after approval
- Field Investigations May 2024
- Investigations / Preliminary designs May/June 2024
- Topographic Field Surveys May/June 2024
- Conduct Neighborhood Meeting July 2024 (date TBD)
- Draft Report to City Staff for Review August 2, 2024
- Finalize Feasibility Study August 14, 2024
- Present Feasibility Study to Council & Order Public Hearing\* August 19, 2024\*
- Hold Public Hearing/Council Orders Improvement\* September 16, 2024\*

**Design Phase (Phase II):**

- Consider Eng. Proposal for Design & Const. Admin. Services\* September 16, 2024\*
- Prepare Final Design, Plans, and Specifications September 2024–January 2025
- MnDOT State Aid Submittal January 6, 2025
- Council Approves plans and Authorizes Ad for Bids\* January 13, 2025\*
- Advertising for Bids January 30–February 21, 2025
- Bid Opening February 21, 2025
- Council Approves Award of Bids\* March 3, 2025\*

**Construction Phase (Phase III):**

- Construction April–October 2025

**Assessment Phase (Phase IV):**

- Declare costs to assess and order assessment roll/hearing\*      September 2025\*
- Assessment Hearing\*      October 2025\*
- Assessments levied to County      November 2025

*\*Milestones where City Council Actions/Resolutions are required.*

The schedule as shown above starts earlier than previous projects to allow an earlier presentation of the Feasibility Study to council in September and provide more time to complete final design prior to bidding in January 2025.

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

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



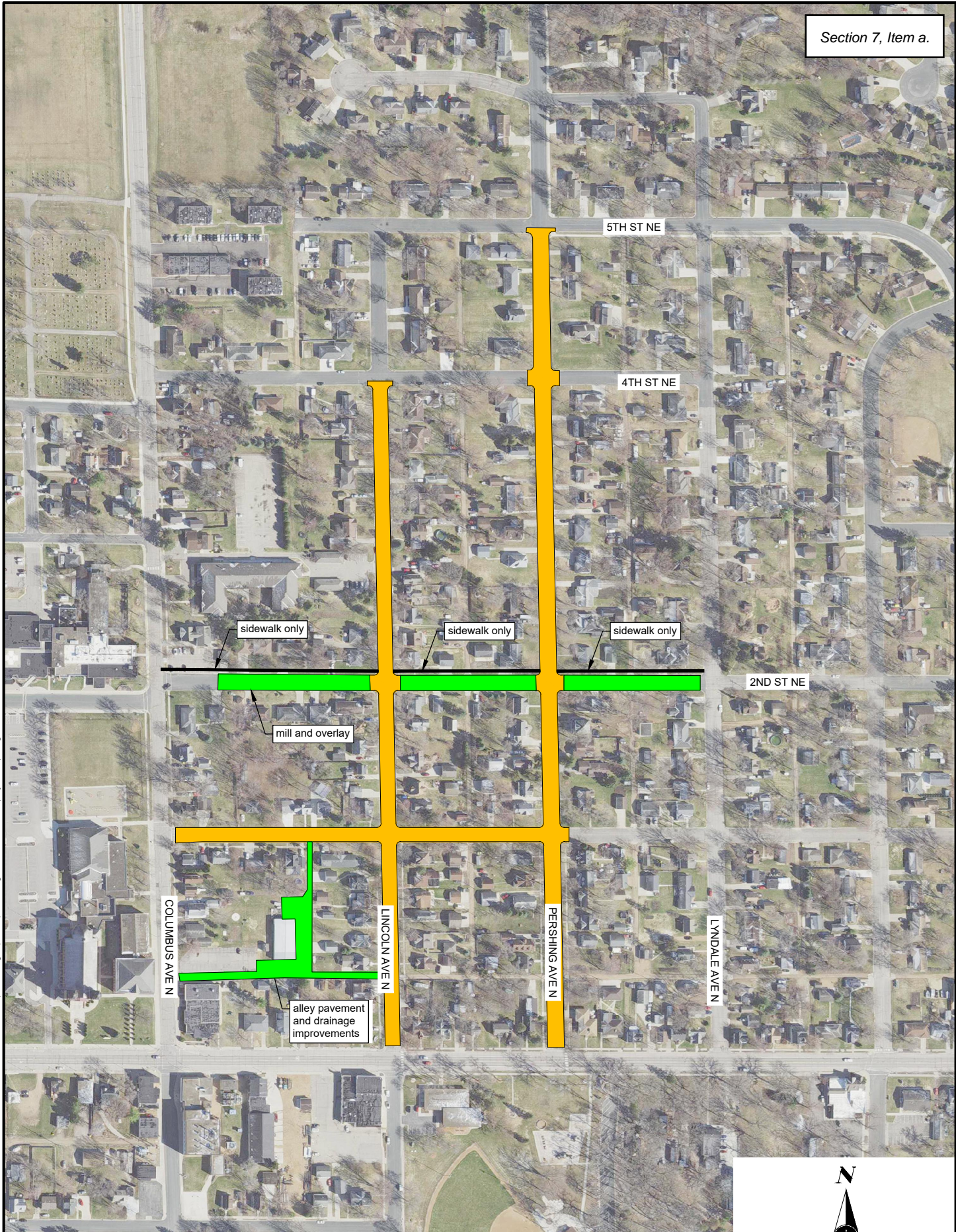
Chris Knutson, PE  
Project Manager/City Engineer  
(Lic. MN)

cdk

**Attachments**

1. Location Map
2. Task Hour Budget
3. Supplemental Letter Agreement
4. Exhibit A1 – Hourly Basis

x:\ko\newpr\common\proposals\2025 suip\feasibility phase Itr 4-9-2024.docx



Save: 5/1/2024 4:52 AM ckmulson Plot: 5/1/2024 4:52 AM X:\KONNINE\WP\167774\4-prelim-dsgn-rpts\4.5-prelim-dsgn\CAD\sheet\2025 project map.dwg

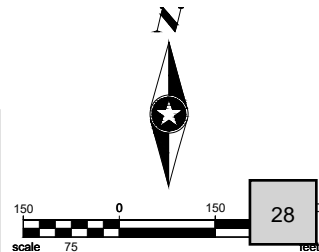


PROJECT NO.

DATE:  
4/22/2024

**PROJECT AREA MAP  
2025 SUIP  
NEW PRAGUE, MINNESOTA**

FIGURE  
NO. 1





**2025 Street & Utility Improvement (2025 CIP)  
New Prague, Minnesota  
April 23, 2024**

**DETAILED TASK HOUR BUDGET / COST ANALYSIS**

	<b>Knutson Prj Mgr PE</b>	<b>Istvanovich Project Engineer</b>	<b>Voigt Lead RPR</b>	<b>Metzger Eng Tech</b>	<b>Admin Tech</b>	<b>Totals</b>
<b>Task 1.1 - Feasibility Study</b>						
Information Gathering /Project Scoping / Project Initiation /Project Management / QC	24				2	26
Parcel Information / Property Owner List	2				8	10
Prepare/Mail resident information letter to neighborhood (All Areas)	2				4	6
Field Data Collection / Photos / Organize & file	1	3		8		12
Preliminary street width/alignment/geometrics/Preliminary cross-sections	1	4				5
Preliminary street section / Exhibit for Report		4				4
Contact private utilities / notify utilities of pending project / obtain utility maps / Utility Coordination meeting		3			1	4
Utility and as-built information gathering	1	6				7
Prepare/mail letter for neighborhood meeting	2				2	4
Prepare Information for, attend/conduct neighborhood meeting / Compile Summary	4	4	4			12
Review Assessment Policy for atypical properties	2					2
Review sanitary sewer televising reports / Incorporate in report as needed / Map Services in Base Map				12		12
Field Review of Sanitary Structures, Invert Depths & possible Sanitary System needs - review w/PW staff	1	3	6			10
Review Water Dist. System needs - discuss w/utility staff / Preliminary layout for exhibits - Review w/Utilities	1	4			1	6
Review of existing Storm Sewer Depths / Review Storm Sewer System needs/issues - review w/PW staff	1	2	6			9
Preliminary storm sizing and layout		3				3
Preliminary sidewalk plan into and out of project area	1			4		5
Coordinate and Review soil borings and geotechnical recommendations (borings by others)	2	4				6
Preliminary Layout of Streets / Street widths / Storm Drain locations	4	12				16
Prepare detailed feasibility study level estimates / probable construction costs / Funding Review	4	12		4	2	22
Prepare/Review DRAFT Assessment Roll / Assessment Map / Review	2	8			10	20
Draft / Review / Revise Feasibility Study / Exhibits, etc.	24	6			4	34
Prepare for and Review draft report with City staff to discuss findings, costs, and funding options	2	2				4
Prepare final draft of feasibility study and electronic and hard copies to City	3	2			3	8
Prepare for and Present final Feasibility Study to City Council / Prepare Resolution and Agenda Report	5				1	6
Prepare Resolution and Agenda Report / Prepare for and attend public hearing	6				1	7
Subtotal Hours this Task	95	82	16	28	39	260
<b>Total Fee for this Task</b>	<b>\$40,900</b>					
<b>Task 1.2 - Topographic Survey and Mapping</b>						
Topographic Survey, Labor and Expenses						
Subtotal Hours this Task						
<b>Total Fee for this Task</b>	<b>\$27,900</b>					

**Summary of Proposed Fees:**

Preliminary Engineering / Feasibility Study:	<b>\$40,900</b>
Topographic Survey:	<b>\$27,900</b>
<b>Total Proposed Fee:</b>	<b>\$68,800</b>



**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of New Prague (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated May 6, 2024**

**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.



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

**CITY OF NEW PRAGUE  
RESOLUTION #24-05-06-01**

**2025 STREET AND UTILITY IMPROVEMENT PROJECT  
ORDERING PREPARATION OF REPORT ON IMPROVEMENT**

**WHEREAS,** it is proposed to make improvements to the following streets:

- Lincoln Avenue N from Main Street to 4th Street NE
- Pershing Avenue N from Main Street to 5th Street NE
- First Street NE from Columbus Avenue N to Pershing Avenue N
- Second Street NE Columbus Avenue N to Lyndale Avenue N

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to pursuant to Short Elliott Hendrickson Inc. (SEH®) for study and that they are instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 6th day of May, 2024.

\_\_\_\_\_  
Duane J. Jirik  
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, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** INTRODUCTION OF ORDINANCE #349 REPEALING CHAPTER 152 OF THE NEW PRAGUE CITY CODE AND REPLACING IT WITH A NEW CHAPTER 152 REGARDING FLOODPLAIN REGULATIONS  
**DATE:** MAY 2, 2024

---

Earlier this year, city staff was notified by FEMA that new Le Sueur County FEMA Flood Insurance Rate Maps (FIRMs) will become effective on July 17, 2024 and cover all of New Prague city limits. In order to continue to participate in the FEMA National Flood Insurance Program (NFIP), the City must adopt a floodplain ordinance that is in compliance with the program.

City Staff and the Planning Commission reviewed two model ordinances developed by the DNR to be compliant. One model ordinance was an updated version of the city’s current ordinance which is considered their “typical” ordinance, and another considered a “simplified” version. The DNR encouraged the City to consider adoption of the “simplified” version as New Prague has historically had little to no development in the floodplain and the new ordinance would continue to not allow development in the floodplain.

The Planning Commission held the required public hearing on the zoning ordinance amendment on May 1, 2024 (following the rescheduling of the April 24, 2024 Planning Commission due to a lack of a quorum) and received no public comments during the hearing. The Planning Commission motioned (3-0) to forward the zoning ordinance amendment to the City Council.

**Recommendation**

Staff recommends that the City Council conduct a first reading and approve the introduction of Ordinance #349.

**ORDINANCE NO. 349  
CITY OF NEW PRAGUE**

**AN ORDINANCE REPEALING CHAPTER 152 OF THE NEW PRAGUE CITY CODE AND  
REPLACING IT WITH A NEW CHAPTER 152 REGARDING FLOODPLAIN REGULATIONS**

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

**SECTION 1.** Chapter 152 of the City Code of the City of New Prague is hereby repealed in its entirety.

**SECTION 2.** The City Code of the City of New Prague is hereby amended by replacing it with a new Chapter 152 as follows:

**Chapter 152 FLOODPLAIN REGULATIONS**

- 152.01 Statutory Authorization and Purpose.
- 152.02 Definitions.
- 152.03 Jurisdiction and Districts.
- 152.04 Permitted Activities and Standards in the Floodplain District.
- 152.05 Nonconformities.
- 152.06 Administration.
- 152.07 Penalties and Enforcement.
- 152.08 Amendments.

**152.01 STATUTORY AUTHORIZATION AND PURPOSE**

A. **Statutory Authorization.** This floodplain ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F; Minnesota Rules, parts 6120.5000 – 6120.6200; the rules and regulations of the National Flood Insurance Program (NFIP) in 44 CFR § 59 to 80; and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.

**B. Purpose**

- a. This ordinance regulates development in the flood hazard areas of the City of New Prague. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- b. This ordinance is adopted in the public interest to promote sound land use practices, and floodplains are a land resource to be developed in a manner which will result in minimum loss of life and threat to health, and reduction of private and public economic loss caused by flooding.
- c. This ordinance is adopted to maintain eligibility in the National Flood Insurance Program.

- d. This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.
- C. **Abrogation and Greater Restrictions.** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or private agreements. The standards in this ordinance take precedence over any less restrictive, conflicting local laws, ordinances, or codes. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- D. **Warning and Disclaimer of Liability.** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. Not all flood risk is mapped. Larger floods do occur and the flood height may be increased by man-made or natural causes, such as ice jams or bridge openings restricted by debris. This ordinance does not create liability on the part of the City of New Prague or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- E. **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

## 152.02 DEFINITIONS

- A. **Definitions.** Unless specifically defined, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.
- a. **Base Flood.** The flood having a one-percent chance of being equaled or exceeded in any given year. “Base flood” is synonymous with the term “regional flood” used in Minnesota Rules, part 6120.5000.
- b. **Base Flood Elevation (BFE).** The elevation of the base flood, regional flood, or one-percent annual chance flood. The term “base flood elevation” is used in the flood insurance study.
- c. **Development.** Any man-made change to improved or unimproved real estate including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of materials or equipment.
- d. **Farm Fence.** An open type of fence of posts and horizontally run wire, further specified in Minnesota Statutes, section 344.02 Subd. 1(a - d).
- e. **Flood Fringe.** The portion of the one-percent annual chance floodplain located outside of the floodway.
- f. **Flood Insurance Rate Map (FIRM).** An official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- g. **Floodplain.** The beds, channel and the areas adjoining a wetland, lake or watercourse, or other source which have been or hereafter may be inundated by the base flood.
- h. **Floodway.** The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which must be reserved to carry or store the base flood discharge without cumulatively increasing the water surface elevation more than one-half foot.

- i. **Manufactured Home.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include the term “recreational vehicle.”
- j. **Recreational Vehicle.** A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Those vehicles not meeting this definition shall be considered a structure for the purposes of this ordinance. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term “travel trailer/travel vehicle.”
- k. **Regulatory Flood Protection Elevation (RFPE).** An elevation no lower than one foot above the elevation of the base flood plus any increases in water surface elevation caused by encroachments on the floodplain that result from designation of a floodway. These increases in water surface elevations are typically identified in the Floodway Data Tables, found in the Flood Insurance Study.
- l. **Structure.** A roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Recreational vehicles not considered travel ready, as detailed in Section 4.40, shall also be considered a nonconforming structure for the purposes of this ordinance.
- m. **Substantial Damage.** Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- n. **Substantial Improvement.** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either:
  - i. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.
  - ii. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” For the purpose of this ordinance, “historic structure” is defined in 44 CFR § 59.1.

### 152.03 JURISDICTION AND DISTRICTS

- A. **Lands to Which Ordinance Applies.** This ordinance applies to all lands under the jurisdiction of the City of New Prague within the Floodplain, shown as Zones A or AE on the Flood Insurance Rate Map panels referenced in Section 3.2.
  - a. The standards imposed in this overlay district are in addition to any other requirements. In case of a conflict, the more restrictive standards will apply.
  - b. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions (as illustrated in Figure 1), the Base Flood Elevation (BFE) shall be

the governing factor in locating the outer boundaries of the one-percent annual chance floodplain.

- c. Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the City and to submit technical evidence.

**B. Incorporation of Maps by Reference.** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the official zoning map and this ordinance:

- Flood Insurance Studies
  - Flood Insurance Study for Scott County and Incorporated Areas, dated February 12, 2021
  - Flood Insurance Study for Le Sueur County and Incorporated Areas, dated July 17, 2024
- Flood Insurance Rate Map Panels
  - Scott County Panel 27139C0280E, dated February 12, 2024
  - Scott County Panel 27139C0290E, dated February 12, 2024
  - Scott County Panel 27139C0295E, dated February 12, 2024
  - Le Sueur County Panel 27079C0086E, dated July 17, 2024
  - Le Sueur County Panel 27079C0087E, dated July 17, 2024
  - Le Sueur County Panel 27079C0089E, dated July 17, 2024
  - Le Sueur County Panel 27079C0091E, dated July 17, 2024
  - Le Sueur County Panel 27079C0093E, dated July 17, 2024
  - Le Sueur County Panel 27079C0100E, dated July 17, 2024

These materials are prepared by the Federal Emergency Management Agency, and are on file at New Prague City Hall.

- C. **Annexations:** The Flood Insurance Rate Map panels referenced in Section 3.2 may include floodplain areas that lie outside of the corporate boundaries of the City of New Prague at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of New Prague after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation. Annexations into panels not referenced in Section 3.2 require ordinance amendment in accordance with Section 8.0.

**152.04 PERMITTED ACTIVITIES AND STANDARDS IN THE FLOODPLAIN DISTRICT**

- A. **Permitted Activities.** A permit must be obtained from the Zoning Administrator to verify compliance with all applicable standards outlined in this ordinance prior to the following uses or activities:
  - a. Any addition, modification, rehabilitation, repair, or alteration to a nonconforming structure as specified in Section 5.0 of this ordinance. Normal maintenance and repair also requires a permit if such work, separately or in conjunction with other planned work, constitutes a substantial improvement as defined in Section 2.0 of this ordinance.
  - b. Any use that requires fill, excavation, storage of materials, or placement of anything that may cause a potential obstruction, as well as any other form of development as defined in Section 2.0 of this ordinance.
- B. **Activities Not Requiring a Permit.** Certain uses or activities may be exempt from obtaining a permit, such as planting a garden, farming, or other obviously insignificant activities such as putting

up a mailbox or flagpole. Farm fences, as defined in Section 2.0 of this ordinance, are not considered to be an obstruction, and as such, do not require a permit. A local permit is not required if a public waters work permit has been obtained from the Department of Natural Resources, unless a significant area above the ordinary high water level is also to be disturbed. The continuation of existing uses, when the associated activities do not encroach further on the regulatory floodplain or trigger associated standards in this ordinance, do not require a permit.

**C. Minimum Development Standards.**

**A. All development must:**

- a. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- b. Be constructed with materials and equipment resistant to flood damage;
- c. Be constructed by methods and practices that minimize flood damage;
- d. Be reasonably safe from flooding and consistent with the need to minimize flood damage;
- e. Be assured to provide adequate drainage to reduce exposure to flood hazards;
- f. Not be detrimental to uses in adjoining areas; and
- g. Not adversely affect the efficiency or restrict the flood carrying capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.

**B. Buildings and Structures.** No new structures, such as buildings or accessory structures may be permitted in the regulatory floodplain. Modifications and alterations of nonconforming structures is subject to the standards in Section 5.0.

**C. Subdivisions.** All new lots must be able to accommodate for a building site with a natural grade outside of the floodplain. All subdivisions must have vehicular access both to the subdivision and to the individual building sites no lower than two feet below the Regulatory Flood Protection Elevation (RFPE).

**D. Encroachment Analysis.** Development in the following areas requires hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices (e.g. projects that restore the site to the previous cross-sectional area).

- a. In a floodway, development may not result in any of the following during the one-percent annual chance flood: cause a stage increase of 0.00 feet or greater, obstruct flood flows, or increase velocities.
- b. In areas where a floodway has not been delineated, development may not allow stage increases more than one-half (0.5) foot at any point during the one-percent chance flood. This evaluation must include the cumulative effects of previous encroachments. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result.

**E. Fences** not meeting the definition of farm fences are not permitted.

**F. Transportation Facilities.** Railroad tracks, roads, and bridges must be elevated to the Regulatory Flood Protection Elevation (RFPE) where such facilities are essential to the orderly functioning of the area, or where failure or interruption would result in danger to public health or safety. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

All public transportation facilities should be designed to minimize increases in flood elevations.

- G. **Public Utilities.** All utilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be elevated and/or floodproofed to the Regulatory Flood Protection Elevation (RFPE), be located and constructed to minimize or eliminate flood damage, and be designed to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. All public utilities should be designed to minimize increases in flood elevations. New solid waste management facilities, as defined in Minnesota Rules, part 7035.0300, are prohibited. Water supply systems are subject to the provisions in Minnesota Rules, part 4725.4350.
- H. **Potential Pollutants.** Materials that, in time of flooding, are buoyant, flammable, explosive, or could be injurious to human, animal, or plant life, as well as those likely to cause pollution of the waters, such as sewage; sand; rock; wrecked and discarded equipment; dredged spoil; municipal, agricultural or industrial waste; and other wastes as further defined in Minnesota Statutes, Section 115.01, are prohibited.
- I. **Land Alterations.** In areas within 25 feet of the ordinary high water level, land alterations shall be restricted to:
  - a. the minimum required to accommodate beach and access areas, not to exceed a volume greater than 10 cubic yards; and
  - b. the minimum required to accommodate for public utilities, roads, railroad tracks, bridges, and shoreline stabilization projects to correct an identified erosion problem, as verified by a qualified resource agency or the zoning administrator.
- J. **Recreational vehicles** must be travel ready, meeting the following criteria:
  - a. The vehicle must be fully licensed.
  - b. The vehicle must be ready for highway use, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities.
  - c. No permanent structural type additions may be attached to the vehicle.
- K. **Private On-site Water Supply, Individual Sewage Treatment Systems, and other Service Facilities** shall be subject to applicable provisions detailed in Section 4.37. Replacement of on-site sewage treatment systems are to be constructed to avoid impairment to them or contamination from them during times of flooding, shall not be located in a designated floodway, and are subject to the provisions in Minnesota Rules, parts 7080.2270. No new private service facilities may be permitted in the regulatory floodplain.

### 152.05 NONCONFORMITIES

- A. **Continuance of Nonconformities:** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:
  - a. Within the floodway, or where the floodway has not been delineated, any expansion or enlargement of uses or structures is prohibited.
  - b. Any addition, modification, rehabilitation, repair, or alteration shall be in conformance with the provisions of this ordinance, shall not increase the flood damage potential or increase the



degree of obstruction to flood flows, and where applicable, must be protected to the Regulatory Flood Protection Elevation (RFPE).

- c. If any nonconforming structure is determined to be substantially damaged or substantially improved based on the procedures in Section 5.3, it may not be reconstructed except in conformity with the provisions of this ordinance.
- d. If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.

**B. Standards for Modifications and Alterations of Nonconforming Structures.** In addition to the standards identified in 4.3, the following standards and procedures apply to additions, modifications, rehabilitations, repairs, alterations, or maintenance of nonconforming structures:

- a. All structures, including manufactured homes, must be elevated on fill so that the lowest floor of the lowest enclosed area (including basement) is at or above the Regulatory Flood Protection Elevation (RFPE). The finished fill elevation shall be at or above the elevation associated with the base flood plus any stage increases that result from designation of a floodway. Fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the Zoning Administrator.
- b. Electrical, heating, ventilation, ductwork, plumbing, and air conditioning equipment and other service facilities are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

**C. Substantial Improvement and Substantial Damage Determinations.** Prior to issuing any permits for additions, modifications, rehabilitations, repairs, alterations, or maintenance to nonconforming structures, the Zoning Administrator is required to determine if such work constitutes substantial improvement or repair of a substantially damaged structure. A determination must be made in accordance with the following procedures:

- a. Estimate the market value of the structure. In the case of repairs, the market value of the structure shall be the market value before the damage occurred and before any restoration or repairs are made.
- b. Estimate the cost of the project. The property owner shall accommodate for inspection, and furnish other documentation needed by the zoning administrator to evaluate costs.
  - i. Improvement costs shall be comprised of the market rate of all materials and labor, as well as the costs of all ordinary maintenance and upkeep carried out over the past one year.
  - ii. Costs to repair damages shall be comprised of the market rate of all materials and labor required to restore a building to its pre-damaged condition regardless of the work proposed, as well as associated improvement costs if structure is being restored beyond its pre-damaged condition.
- c. Compare the cost of the improvement, repairs, or combination thereof to the estimated market value of the structure, and determine whether the proposed work constitutes substantial improvement or repair of a substantially damaged structure, as defined in Section 2.0 of this ordinance.
- d. Based on this determination, the zoning administrator shall prepare a determination letter and notify the property owner accordingly. Structures determined to be substantially damaged or substantially improved may not be reconstructed except in conformity with the provisions of this ordinance.

## 152.06 ADMINISTRATION

- A. **Duties.** A Zoning Administrator or other official must administer and enforce this ordinance.
- a. **Permit Application Requirements.** Permit applications must be submitted to the Zoning Administrator. The permit application must include the following, as applicable:
    - i. A site plan showing all existing or proposed buildings, structures, service facilities, potential obstructions, and pertinent design features having an influence on the permit.
    - ii. Location and detail of grading, fill, or storage of materials.
    - iii. Copies of any required local, state or federal permits or approvals.
    - iiii. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
  - b. **Recordkeeping.** The Zoning Administrator must maintain applicable records in perpetuity documenting:
    - i. Encroachment analysis, as detailed in Section 4.34.
    - ii. Final elevations, as applicable, detailing the elevation to which structures and improvements to structures are constructed or floodproofed. Elevations shall be determined by an engineer, architect, surveyor or other qualified individual, as approved by the Zoning Administrator.
    - iii. Substantial damage and substantial improvement determinations, as detailed in Section 5.3, including the cost of improvements, repairs, and market value.
    - iiii. All variance actions, including justification for their issuance, and must report such variances as requested by the Federal Emergency Management Agency.
- B. **Variances**
- a. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with Minnesota Statutes, section 462.357, Subd. 6(2) and this ordinance.
  - b. Variances must not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
  - c. Variances from the provisions in this ordinance may only be issued by a community upon:
    - i. A showing of good and sufficient cause,
    - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
    - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
  - d. Variances from the provisions in this ordinance may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - e. Variances must be consistent with the general purpose of these standards and the intent of applicable provisions in state and federal law.

- f. Though variances may be used to modify permissible methods of flood protection, no variance shall permit a lesser degree of flood protection than the Regulatory Flood Protection Elevation (RFPE).
- g. The Zoning Administrator must notify the applicant for a variance that:
  - i. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and
  - ii. Such construction below the base or regional flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.

**C. Notifications for Watercourse Alterations:** Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters pursuant to Minnesota Statute, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to FEMA.

**D. Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations:** Where physical changes affecting flooding conditions may increase or decrease the water surface elevation of the base flood, the City of New Prague must notify FEMA of the changes in order to obtain a Letter of Map Revision (LOMR), by submitting a copy of the relevant technical or scientific data as soon as practicable, but no later than six months after the date such supporting information becomes available. Within areas where the floodway has not been delineated, a map revision is only required if development results in stage increases greater than 0.5 feet.

**E. Notifications to the Department of Natural Resources.**

- a. All notices of public hearings to consider variances or conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist at least ten (10) days before the hearings. Notices of hearings to consider subdivisions/plats must include copies of the subdivision/plat.
- b. A copy of all decisions granting variances and conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist within ten (10) days of final action.

## 152.07 PENALTIES AND ENFORCEMENT

- A. **Uses in Violation of the Ordinance.** Every structure, fill, deposit, or other use placed or maintained in the floodplain in violation of this ordinance shall be considered a public nuisance.
- B. **Civil Remedies.** The creation of a public nuisance may be enjoined and the maintenance of a public nuisance under this ordinance may be abated by an action brought by the City of New Prague or the Department of Natural Resources.
- C. **Enforcement.** Violations of the provisions of this ordinance constitutes a misdemeanor and is punishable as defined by law. The Zoning Administrator may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance. The City of New Prague must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

**152.08 AMENDMENTS**

- A. **Ordinance Amendments.** Any revisions to the floodplain maps by the Federal Emergency Management Agency or annexations of new map panels require an ordinance amendment to update the map references in Section 3.2 of this ordinance.
- B. **Required Approval:** All amendments to this ordinance must be submitted to the Department of Natural Resources (DNR) for review and approval prior to adoption, for compliance with state and federal rules and requirements. The floodplain ordinance shall not be considered valid until approved.

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

Introduced to the city council of the city of New Prague, Minnesota, the 6th day of May, 2024.

The required 10 days posted notice was completed on the city website and city hall bulletin board on or before May 7th, 2024.

Passed by the city council of the city of New Prague, Minnesota, the \_\_\_\_ day of \_\_\_\_\_ 2024 and to be published on the \_\_\_\_\_ of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

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



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

---

---

**MEMORANDUM**

---

---

**TO:** PLANNING COMMISSION  
**FROM:** KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** PUBLIC HEARING – FLOODPLAIN ORDINANCE UPDATE  
**DATE:** APRIL 17, 2024

---

Update Since February 28, 2024

At the February 28<sup>th</sup>, 2024 Planning Commission Meeting, it was consensus of the Planning Commission to move forward with a public hearing with the “simplified” floodplain ordinance. Before we could set a public hearing date, we had to send the drafted floodplain ordinance language to the DNR to review and “conditionally” approve. The DNR completed their review and issued a letter of conditional approval on April 3, 2024 (see attached letter) which allowed the public hearing to be scheduled for tonight’s meeting.

Background

The City was recently notified by FEMA that the new Le Sueur County FEMA Flood Insurance Rate Maps (FIRMs) will become effective on July 17, 2024. The Le Sueur County map updates cover all of New Prague City Limits as when the Scott County Maps were previously updated, they excluded all of the City of New Prague.

Shortly after receiving notification from FEMA regarding the effective date of the new flood maps, the DNR contacted the City regarding the requirement that all communities must prove to FEMA that their floodplain management regulations are in compliance with FEMA regulations, specifically for continued participation in the National Flood Insurance Program (NFIP). The DNR is the state coordinating agency for NFIP and will assist the City.

Garry Bennett with the DNR provided the City with two model ordinance options for adopting a conforming ordinance. One option was called a “simplified model floodplain ordinance” and the other was their typical “model floodplain ordinance” with the City choosing which model to utilize.

The City’s current floodplain ordinance (see attached) is similar to the typical model ordinance. Mr. Bennett suggested the City consider the simplified model ordinance as New Prague has historically had little to no floodplain development in flood zones. This simplified ordinance is easier to administer than the typical model. During my nearly 20 years with the City, we have not allowed any development within the floodplain and there are very few structures that exist within the floodplain today.

**Existing Floodplain Ordinance Language**

See attached.

**Proposed Zoning Ordinance Language-**

See attached proposed Floodplain Regulation Ordinance.

**Recommendation**

I recommend that the Planning Commission hold the required public hearing and forward a recommendation to the City Council regarding the proposed new floodplain regulation ordinance.

**Attachments:**

1. Proposed Floodplain Regulation Ordinance
2. Conditional Approval Letter from DNR – Dated 4/3/24
3. Chapter 152: Flood Hazard Regulations (Existing Ordinance)
4. FEMA Letter – Dated 4/8/24
5. Updated FEMA FIRM Maps for New Prague Area – July 17, 2024

**ORDINANCE NO. \_\_\_\_\_  
CITY OF NEW PRAGUE**

**AN ORDINANCE REPEALING CHAPTER 152 OF THE NEW PRAGUE CITY CODE AND  
REPLACING IT WITH A NEW CHAPTER 152 REGARDING FLOODPLAIN REGULATIONS**

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

**SECTION 1.** Chapter 152 of the City Code of the City of New Prague is hereby repealed in its entirety.

**SECTION 2.** The City Code of the City of New Prague is hereby amended by replacing it with a new Chapter 152 as follows:

**Chapter 152 FLOODPLAIN REGULATIONS**

- 152.01 Statutory Authorization and Purpose.
- 152.02 Definitions.
- 152.03 Jurisdiction and Districts.
- 152.04 Permitted Activities and Standards in the Floodplain District.
- 152.05 Nonconformities.
- 152.06 Administration.
- 152.07 Penalties and Enforcement.
- 152.08 Amendments.

**152.01 STATUTORY AUTHORIZATION AND PURPOSE**

A. **Statutory Authorization.** This floodplain ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F; Minnesota Rules, parts 6120.5000 – 6120.6200; the rules and regulations of the National Flood Insurance Program (NFIP) in 44 CFR § 59 to 80; and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.

**B. Purpose**

- a. This ordinance regulates development in the flood hazard areas of the City of New Prague. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- b. This ordinance is adopted in the public interest to promote sound land use practices, and floodplains are a land resource to be developed in a manner which will result in minimum loss of life and threat to health, and reduction of private and public economic loss caused by flooding.
- c. This ordinance is adopted to maintain eligibility in the National Flood Insurance Program.

- d. This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.
- C. **Abrogation and Greater Restrictions.** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or private agreements. The standards in this ordinance take precedence over any less restrictive, conflicting local laws, ordinances, or codes. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- D. **Warning and Disclaimer of Liability.** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. Not all flood risk is mapped. Larger floods do occur and the flood height may be increased by man-made or natural causes, such as ice jams or bridge openings restricted by debris. This ordinance does not create liability on the part of the City of New Prague or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- E. **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

## 152.02 DEFINITIONS

- A. **Definitions.** Unless specifically defined, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.
  - a. **Base Flood.** The flood having a one-percent chance of being equaled or exceeded in any given year. “Base flood” is synonymous with the term “regional flood” used in Minnesota Rules, part 6120.5000.
  - b. **Base Flood Elevation (BFE).** The elevation of the base flood, regional flood, or one-percent annual chance flood. The term “base flood elevation” is used in the flood insurance study.
  - c. **Development.** Any man-made change to improved or unimproved real estate including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of materials or equipment.
  - d. **Farm Fence.** An open type of fence of posts and horizontally run wire, further specified in Minnesota Statutes, section 344.02 Subd. 1(a - d).
  - e. **Flood Fringe.** The portion of the one-percent annual chance floodplain located outside of the floodway.
  - f. **Flood Insurance Rate Map (FIRM).** An official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
  - g. **Floodplain.** The beds, channel and the areas adjoining a wetland, lake or watercourse, or other source which have been or hereafter may be inundated by the base flood.
  - h. **Floodway.** The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which must be reserved to carry or store the base flood discharge without cumulatively increasing the water surface elevation more than one-half foot.



- i. **Manufactured Home.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include the term “recreational vehicle.”
- j. **Recreational Vehicle.** A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Those vehicles not meeting this definition shall be considered a structure for the purposes of this ordinance. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term “travel trailer/travel vehicle.”
- k. **Regulatory Flood Protection Elevation (RFPE).** An elevation no lower than one foot above the elevation of the base flood plus any increases in water surface elevation caused by encroachments on the floodplain that result from designation of a floodway. These increases in water surface elevations are typically identified in the Floodway Data Tables, found in the Flood Insurance Study.
- l. **Structure.** A roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Recreational vehicles not considered travel ready, as detailed in Section 4.40, shall also be considered a nonconforming structure for the purposes of this ordinance.
- m. **Substantial Damage.** Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- n. **Substantial Improvement.** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either:
  - i. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.
  - ii. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” For the purpose of this ordinance, “historic structure” is defined in 44 CFR § 59.1.

### 152.03 JURISDICTION AND DISTRICTS

- A. **Lands to Which Ordinance Applies.** This ordinance applies to all lands under the jurisdiction of the City of New Prague within the Floodplain, shown as Zones A or AE on the Flood Insurance Rate Map panels referenced in Section 3.2.
  - a. The standards imposed in this overlay district are in addition to any other requirements. In case of a conflict, the more restrictive standards will apply.
  - b. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions (as illustrated in Figure 1), the Base Flood Elevation (BFE) shall be

the governing factor in locating the outer boundaries of the one-percent annual chance floodplain.

- c. Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the City and to submit technical evidence.

**B. Incorporation of Maps by Reference.** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the official zoning map and this ordinance:

- Flood Insurance Studies
  - Flood Insurance Study for Scott County and Incorporated Areas, dated February 12, 2021
  - Flood Insurance Study for Le Sueur County and Incorporated Areas, dated July 17, 2024
- Flood Insurance Rate Map Panels
  - Scott County Panel 27139C0280E, dated February 12, 2024
  - Scott County Panel 27139C0290E, dated February 12, 2024
  - Scott County Panel 27139C0295E, dated February 12, 2024
  - Le Sueur County Panel 27079C0086E, dated July 17, 2024
  - Le Sueur County Panel 27079C0087E, dated July 17, 2024
  - Le Sueur County Panel 27079C0089E, dated July 17, 2024
  - Le Sueur County Panel 27079C0091E, dated July 17, 2024
  - Le Sueur County Panel 27079C0093E, dated July 17, 2024
  - Le Sueur County Panel 27079C0100E, dated July 17, 2024

These materials are prepared by the Federal Emergency Management Agency, and are on file at New Prague City Hall.

- C. **Annexations:** The Flood Insurance Rate Map panels referenced in Section 3.2 may include floodplain areas that lie outside of the corporate boundaries of the City of New Prague at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of New Prague after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation. Annexations into panels not referenced in Section 3.2 require ordinance amendment in accordance with Section 8.0.

**152.04 PERMITTED ACTIVITIES AND STANDARDS IN THE FLOODPLAIN DISTRICT**

- A. **Permitted Activities.** A permit must be obtained from the Zoning Administrator to verify compliance with all applicable standards outlined in this ordinance prior to the following uses or activities:
  - a. Any addition, modification, rehabilitation, repair, or alteration to a nonconforming structure as specified in Section 5.0 of this ordinance. Normal maintenance and repair also requires a permit if such work, separately or in conjunction with other planned work, constitutes a substantial improvement as defined in Section 2.0 of this ordinance.
  - b. Any use that requires fill, excavation, storage of materials, or placement of anything that may cause a potential obstruction, as well as any other form of development as defined in Section 2.0 of this ordinance.
- B. **Activities Not Requiring a Permit.** Certain uses or activities may be exempt from obtaining a permit, such as planting a garden, farming, or other obviously insignificant activities such as putting

up a mailbox or flagpole. Farm fences, as defined in Section 2.0 of this ordinance, are not considered to be an obstruction, and as such, do not require a permit. A local permit is not required if a public waters work permit has been obtained from the Department of Natural Resources, unless a significant area above the ordinary high water level is also to be disturbed. The continuation of existing uses, when the associated activities do not encroach further on the regulatory floodplain or trigger associated standards in this ordinance, do not require a permit.

**C. Minimum Development Standards.**

**A. All development must:**

- a. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- b. Be constructed with materials and equipment resistant to flood damage;
- c. Be constructed by methods and practices that minimize flood damage;
- d. Be reasonably safe from flooding and consistent with the need to minimize flood damage;
- e. Be assured to provide adequate drainage to reduce exposure to flood hazards;
- f. Not be detrimental to uses in adjoining areas; and
- g. Not adversely affect the efficiency or restrict the flood carrying capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.

**B. Buildings and Structures.** No new structures, such as buildings or accessory structures may be permitted in the regulatory floodplain. Modifications and alterations of nonconforming structures is subject to the standards in Section 5.0.

**C. Subdivisions.** All new lots must be able to accommodate for a building site with a natural grade outside of the floodplain. All subdivisions must have vehicular access both to the subdivision and to the individual building sites no lower than two feet below the Regulatory Flood Protection Elevation (RFPE).

**D. Encroachment Analysis.** Development in the following areas requires hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices (e.g. projects that restore the site to the previous cross-sectional area).

- a. In a floodway, development may not result in any of the following during the one-percent annual chance flood: cause a stage increase of 0.00 feet or greater, obstruct flood flows, or increase velocities.
- b. In areas where a floodway has not been delineated, development may not allow stage increases more than one-half (0.5) foot at any point during the one-percent chance flood. This evaluation must include the cumulative effects of previous encroachments. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result.

**E. Fences** not meeting the definition of farm fences are not permitted.

**F. Transportation Facilities.** Railroad tracks, roads, and bridges must be elevated to the Regulatory Flood Protection Elevation (RFPE) where such facilities are essential to the orderly functioning of the area, or where failure or interruption would result in danger to public health or safety. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

All public transportation facilities should be designed to minimize increases in flood elevations.

- G. **Public Utilities.** All utilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be elevated and/or floodproofed to the Regulatory Flood Protection Elevation (RFPE), be located and constructed to minimize or eliminate flood damage, and be designed to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. All public utilities should be designed to minimize increases in flood elevations. New solid waste management facilities, as defined in Minnesota Rules, part 7035.0300, are prohibited. Water supply systems are subject to the provisions in Minnesota Rules, part 4725.4350.
- H. **Potential Pollutants.** Materials that, in time of flooding, are buoyant, flammable, explosive, or could be injurious to human, animal, or plant life, as well as those likely to cause pollution of the waters, such as sewage; sand; rock; wrecked and discarded equipment; dredged spoil; municipal, agricultural or industrial waste; and other wastes as further defined in Minnesota Statutes, Section 115.01, are prohibited.
- I. **Land Alterations.** In areas within 25 feet of the ordinary high water level, land alterations shall be restricted to:
  - a. the minimum required to accommodate beach and access areas, not to exceed a volume greater than 10 cubic yards; and
  - b. the minimum required to accommodate for public utilities, roads, railroad tracks, bridges, and shoreline stabilization projects to correct an identified erosion problem, as verified by a qualified resource agency or the zoning administrator.
- J. **Recreational vehicles** must be travel ready, meeting the following criteria:
  - a. The vehicle must be fully licensed.
  - b. The vehicle must be ready for highway use, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities.
  - c. No permanent structural type additions may be attached to the vehicle.
- K. **Private On-site Water Supply, Individual Sewage Treatment Systems, and other Service Facilities** shall be subject to applicable provisions detailed in Section 4.37. Replacement of on-site sewage treatment systems are to be constructed to avoid impairment to them or contamination from them during times of flooding, shall not be located in a designated floodway, and are subject to the provisions in Minnesota Rules, parts 7080.2270. No new private service facilities may be permitted in the regulatory floodplain.

### 152.05 NONCONFORMITIES

- A. **Continuance of Nonconformities:** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:
  - a. Within the floodway, or where the floodway has not been delineated, any expansion or enlargement of uses or structures is prohibited.
  - b. Any addition, modification, rehabilitation, repair, or alteration shall be in conformance with the provisions of this ordinance, shall not increase the flood damage potential or increase the

degree of obstruction to flood flows, and where applicable, must be protected to the Regulatory Flood Protection Elevation (RFPE).

- c. If any nonconforming structure is determined to be substantially damaged or substantially improved based on the procedures in Section 5.3, it may not be reconstructed except in conformity with the provisions of this ordinance.
- d. If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.

**B. Standards for Modifications and Alterations of Nonconforming Structures.** In addition to the standards identified in 4.3, the following standards and procedures apply to additions, modifications, rehabilitations, repairs, alterations, or maintenance of nonconforming structures:

- a. All structures, including manufactured homes, must be elevated on fill so that the lowest floor of the lowest enclosed area (including basement) is at or above the Regulatory Flood Protection Elevation (RFPE). The finished fill elevation shall be at or above the elevation associated with the base flood plus any stage increases that result from designation of a floodway. Fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the Zoning Administrator.
- b. Electrical, heating, ventilation, ductwork, plumbing, and air conditioning equipment and other service facilities are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

**C. Substantial Improvement and Substantial Damage Determinations.** Prior to issuing any permits for additions, modifications, rehabilitations, repairs, alterations, or maintenance to nonconforming structures, the Zoning Administrator is required to determine if such work constitutes substantial improvement or repair of a substantially damaged structure. A determination must be made in accordance with the following procedures:

- a. Estimate the market value of the structure. In the case of repairs, the market value of the structure shall be the market value before the damage occurred and before any restoration or repairs are made.
- b. Estimate the cost of the project. The property owner shall accommodate for inspection, and furnish other documentation needed by the zoning administrator to evaluate costs.
  - i. Improvement costs shall be comprised of the market rate of all materials and labor, as well as the costs of all ordinary maintenance and upkeep carried out over the past one year.
  - ii. Costs to repair damages shall be comprised of the market rate of all materials and labor required to restore a building to its pre-damaged condition regardless of the work proposed, as well as associated improvement costs if structure is being restored beyond its pre-damaged condition.
- c. Compare the cost of the improvement, repairs, or combination thereof to the estimated market value of the structure, and determine whether the proposed work constitutes substantial improvement or repair of a substantially damaged structure, as defined in Section 2.0 of this ordinance.
- d. Based on this determination, the zoning administrator shall prepare a determination letter and notify the property owner accordingly. Structures determined to be substantially damaged or substantially improved may not be reconstructed except in conformity with the provisions of this ordinance.

## 152.06 ADMINISTRATION

- A. **Duties.** A Zoning Administrator or other official must administer and enforce this ordinance.
- a. **Permit Application Requirements.** Permit applications must be submitted to the Zoning Administrator. The permit application must include the following, as applicable:
    - i. A site plan showing all existing or proposed buildings, structures, service facilities, potential obstructions, and pertinent design features having an influence on the permit.
    - ii. Location and detail of grading, fill, or storage of materials.
    - iii. Copies of any required local, state or federal permits or approvals.
    - iiii. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
  - b. **Recordkeeping.** The Zoning Administrator must maintain applicable records in perpetuity documenting:
    - i. Encroachment analysis, as detailed in Section 4.34.
    - ii. Final elevations, as applicable, detailing the elevation to which structures and improvements to structures are constructed or floodproofed. Elevations shall be determined by an engineer, architect, surveyor or other qualified individual, as approved by the Zoning Administrator.
    - iii. Substantial damage and substantial improvement determinations, as detailed in Section 5.3, including the cost of improvements, repairs, and market value.
    - iiii. All variance actions, including justification for their issuance, and must report such variances as requested by the Federal Emergency Management Agency.
- B. **Variances**
- a. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with Minnesota Statutes, section 462.357, Subd. 6(2) and this ordinance.
  - b. Variances must not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
  - c. Variances from the provisions in this ordinance may only be issued by a community upon:
    - i. A showing of good and sufficient cause,
    - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
    - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
  - d. Variances from the provisions in this ordinance may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - e. Variances must be consistent with the general purpose of these standards and the intent of applicable provisions in state and federal law.

- f. Though variances may be used to modify permissible methods of flood protection, no variance shall permit a lesser degree of flood protection than the Regulatory Flood Protection Elevation (RFPE).
- g. The Zoning Administrator must notify the applicant for a variance that:
  - i. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and
  - ii. Such construction below the base or regional flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.

**C. Notifications for Watercourse Alterations:** Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters pursuant to Minnesota Statute, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to FEMA.

**D. Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations:** Where physical changes affecting flooding conditions may increase or decrease the water surface elevation of the base flood, the City of New Prague must notify FEMA of the changes in order to obtain a Letter of Map Revision (LOMR), by submitting a copy of the relevant technical or scientific data as soon as practicable, but no later than six months after the date such supporting information becomes available. Within areas where the floodway has not been delineated, a map revision is only required if development results in stage increases greater than 0.5 feet.

**E. Notifications to the Department of Natural Resources.**

- a. All notices of public hearings to consider variances or conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist at least ten (10) days before the hearings. Notices of hearings to consider subdivisions/plats must include copies of the subdivision/plat.
- b. A copy of all decisions granting variances and conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist within ten (10) days of final action.

**152.07 PENALTIES AND ENFORCEMENT**

- A. **Uses in Violation of the Ordinance.** Every structure, fill, deposit, or other use placed or maintained in the floodplain in violation of this ordinance shall be considered a public nuisance.
- B. **Civil Remedies.** The creation of a public nuisance may be enjoined and the maintenance of a public nuisance under this ordinance may be abated by an action brought by the City of New Prague or the Department of Natural Resources.
- C. **Enforcement.** Violations of the provisions of this ordinance constitutes a misdemeanor and is punishable as defined by law. The Zoning Administrator may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance. The City of New Prague must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

**152.08 AMENDMENTS**

- A. **Ordinance Amendments.** Any revisions to the floodplain maps by the Federal Emergency Management Agency or annexations of new map panels require an ordinance amendment to update the map references in Section 3.2 of this ordinance.
- B. **Required Approval:** All amendments to this ordinance must be submitted to the Department of Natural Resources (DNR) for review and approval prior to adoption, for compliance with state and federal rules and requirements. The floodplain ordinance shall not be considered valid until approved.

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

Introduced to the city council of the city of New Prague, Minnesota, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The required 10 days posted notice was completed on the city website and city hall bulletin board on or before \_\_\_\_\_, 2024.

Passed by the city council of the city of New Prague, Minnesota, the \_\_\_\_ day of \_\_\_\_\_ 2024 and to be published on the \_\_\_\_\_ of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

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



April 3, 2024

The Honorable Duane Jirik  
Mayor, City of New Prague  
118 Central Avenue North  
New Prague, MN 56071

Dear Mayor Jirik:

**RE: CONDITIONAL STATE APPROVAL OF FLOODPLAIN ORDINANCE & REQUIRED NEXT STEPS**

On behalf of the Department of Natural Resources (DNR), I am writing to conditionally approve the City of New Prague's draft floodplain management ordinance.

We received the most recent draft of the City's floodplain management ordinance via email on February 29, 2024, from Planning/Community Development Director, Kenneth Ondich. The ordinance is being amended to incorporate the updated Flood Insurance Rate Map panels and accompanying Flood Insurance Study for Le Sueur County, with an effective date of July 17, 2024, and to maintain participation in the National Flood Insurance Program (NFIP).

In accordance with Minnesota Statutes, Section 103F.121, we find that the City's draft floodplain management ordinance substantially complies with the state floodplain management rules (Minnesota Rules, parts 6120.5000 to 6120.6200) and, to the best of our knowledge, with the floodplain management standards of the Federal Emergency Management Agency. It is hereby conditionally approved.

We will provide final approval of the City's draft ordinance once the DNR has received a copy of the following, **no later than July 15, 2024:**

- ***the adopted ordinance (signed and stamped with the community seal),***
- ***the affidavit of publication, and***
- ***the completed "Ordinance Processing Checklist" (enclosed).***

Please forward these documents via email to the DNR Floodplain Program email at [floodplain.dnr@state.mn.us](mailto:floodplain.dnr@state.mn.us), and copy the DNR's State NFIP Coordinator, Ceil Strauss at [ceil.strauss@state.mn.us](mailto:ceil.strauss@state.mn.us). Upon receipt and verification, we will send a final approval letter. Ms. Strauss will then transmit the ordinance and final approval letter to our contacts at FEMA's Chicago Regional Office. Be advised that any future amendments to this ordinance or change in the designation of flood prone areas require prior DNR approval. In addition, you are required to send copies of hearing notices and final decisions pertaining to floodplain variances, conditional uses, and ordinance amendments to this agency. Please email these notices to Ceil Strauss. Should you have any questions on this ordinance or related matters, please contact Ms. Strauss via email or at (651) 259-5713.

Though FEMA must receive a signed, certified, and effective ordinance no later than July 17, 2024, we request that you submit the materials noted above to the DNR ***no later than July 15, 2024***, to accommodate for processing. ***If FEMA has not received the documentation by the map effective date, FEMA will suspend the City from the National Flood Insurance Program.***

While our office in St. Paul will be the main contact for this ordinance update, your DNR Area Hydrologist will continue to be your main contact for day-to-day assistance with administering your floodplain management ordinance and questions about other DNR water-related programs and permits. Your Area Hydrologists are Alan Gleisner (Le Sueur County), who may be contacted at (320) 753-0344 or [alan.gleisner@state.mn.us](mailto:alan.gleisner@state.mn.us), and Taylor Huinker (Scott County), who may be contacted at (651) 259-5790 or [taylor.huinker@state.mn.us](mailto:taylor.huinker@state.mn.us).

The DNR greatly appreciates your community's cooperation and initiative in providing for the reduction of flood damages through the adoption and administration of this ordinance.

Sincerely,

Emily Javens  
Land Use Unit Supervisor  
DNR Ecological and Water Resources

Enclosures: Ordinance Processing Checklist  
Sample Floodplain Ordinance Summary

- c: Kenneth Ondich, Planning/Community Development Director – City of New Prague
- Dan Lais, DNR EWR R3 Regional Manager
- Korey Woodley, DNR EWR R4 Regional Manager
- Megan Moore, DNR EWR R3 District Manager
- Ethan Jenzen, DNR EWR R4 District Manager
- John Gleason, DNR EWR R3 South District Hydrologist Supervisor
- Taylor Huinker, DNR Area Hydrologist (Scott County)
- Alan Gleisner, DNR Area Hydrologist (Le Sueur County)
- Ceil Strauss, DNR State Floodplain Manager/NFIP Coordinator

## Section

**General Provisions**

- 152.01 Statutory authorization
- 152.02 Findings of fact
- 152.03 Statement of purpose
- 152.04 Definitions
- 152.05 Applicability
- 152.06 Establishment of the official zoning map
- 152.07 Interpretation
- 152.08 Abrogation and greater restrictions
- 152.09 Warning and disclaimer of liability

**Flood Hazard Reduction**

- 152.20 Regulatory flood protection elevation
- 152.21 Districts
- 152.22 Compliance
- 152.23 Floodway District
- 152.24 Flood Fringe District
- 152.25 General Flood Plain District
- 152.26 Subdivisions
- 152.27 Utilities, railroads, roads and bridges
- 152.28 Manufactured homes; travel trailers and travel vehicles
- 152.29 Nonconforming uses

**Administration and Enforcement**

- 152.40 Zoning Administrator
- 152.41 Permits, certification requirement and record keeping
- 152.42 Appeals and variances; duties of the Board of Adjustment
- 152.43 Conditional uses; standards and evaluation procedures
- 152.44 Amendments
- 152.45 Violations

**GENERAL PROVISIONS****§ 152.01 STATUTORY AUTHORIZATION.**

The legislature of the state, in M.S. Chapter 103E and 462, as they may be amended from time to time, has delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the city does enact the flood hazard regulations set out herein.

(Ord. 148, passed 2-6-95)

**§ 152.02 FINDINGS OF FACT.**

(A) The flood hazard areas of the city are subject to periodic inundation, which results in potential loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(B) This chapter is based upon a reasonable method of analyzing flood hazards which is consistent with the standards established by the State Department of Natural Resources.

(Ord. 148, passed 2-6-95)

**§ 152.03 STATEMENT OF PURPOSE.**

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize those losses described in § 152.02 by provisions contained herein.

(Ord. 148, passed 2-6-95)

**§ 152.04 DEFINITIONS.**

The definitions of the City Zoning Ordinance are hereby adopted by reference and incorporated into this chapter as if fully set out herein.

**§ 152.05 APPLICABILITY.**

This chapter shall apply to all lands within the jurisdiction of the city shown on the official zoning map and/or the attachments thereto as being located within the boundaries of the Floodway or Flood Fringe Districts or General Flood Plain District.

(Ord. 148, passed 2-6-95)

**§ 152.06 ESTABLISHMENT OF THE OFFICIAL ZONING MAP.**

The official zoning map, together with all materials attached thereto, is hereby adopted by reference and declared to be a part of this chapter. The attached materials shall include the "Flood Insurance Study, Le Sueur County, Minnesota, and Incorporated Areas," prepared by the Federal Emergency Management Agency and dated July 21, 1999, and the flood insurance rate map panels numbered 27079C0087D, 27079C0088D, 27079C0089D, and 27079C0093 therein, dated July 21, 1999, and flood insurance rate map panel 27079C0091D, dated July 21, 1999 and revised March 11, 2004 to reflect a LOMR. The flood insurance rate map together with the official zoning map shall be on file in the office of the City Clerk and the Zoning Administrator.

(Ord. 148, passed 2-6-95; Am. Ord. passed 8-2-99; Am. Ord. passed 3-6-00; Am. Ord. passed 4-5-04)

**§ 152.07 INTERPRETATION.**

(A) In their interpretation and application, the provisions of this chapter shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

(B) The boundaries of the zoning districts shall be determined by scaling distances on the official zoning map. Where interpretation is needed as to the exact location of the boundaries of the district as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions and there is a formal appeal of the decision of the Zoning Administrator, the Board of Adjustment shall make the necessary interpretation. All decisions will be based on elevations on the regional 100-year flood profile and other available technical data. Persons contesting the location of the district boundaries shall be given a reasonable opportunity to present their case to the Board and to submit technical evidence.

(Ord. 148, passed 2-6-95)

**§ 152.08 ABROGATION AND GREATER RESTRICTIONS.**

It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.

(Ord. 148, passed 2-6-95)

**§ 152.09 WARNING AND DISCLAIMER OF LIABILITY.**

This chapter does not imply that areas outside the flood plain districts or land uses permitted within the flood plain districts will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. 148, passed 2-6-95)

**FLOOD HAZARD REDUCTION****§ 152.20 REGULATORY FLOOD PROTECTION ELEVATION.**

The regulatory flood protection elevation shall be an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the flood plain that resulted from designation of a floodway.

(Ord. 148, passed 2-6-95)

**§ 152.21 DISTRICTS.**

(A) *Floodway District.* The Floodway District shall include those areas designated as floodway on the flood insurance map panels adopted in § 152.06.

(B) *Flood Fringe District.* The Flood Fringe District shall include those areas designated as Zone AE on the Insurance Rate Map panels adopted in § 152.06 that are located outside of the floodway.

(C) *General Floodplain District.* The General Floodplain District shall include those areas within the corporate limits of the city as being within Zone A on the flood insurance rate map adopted in § 152.06.

(Ord. 148, passed 2-6-95; Am. Ord. passed 3-6-00)

#### **§ 152.22 COMPLIANCE.**

(A) No new structure or land shall hereafter be used, and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this chapter and other applicable regulations which apply to uses within the jurisdiction of this chapter. Within the Floodway and Flood Fringe Districts, all uses not listed as permitted uses or conditional uses in §§ 152.23 through 152.25 shall be prohibited. In addition, a caution is provided here that new manufactured homes, replacement manufactured homes and certain travel trailers and travel vehicles are subject to the general provisions of this chapter, and specifically § 152.28.

(B) Modifications, additions, structural alteration or repair after damage to existing nonconforming structures and nonconforming uses of structures or land are regulated by the general provisions of this chapter, and specifically § 152.29.

(C) As-built elevations for elevated or flood proofed structures must be certified by ground surveys, and flood proofing techniques must be designed and certified by a registered professional engineer or architect, as specified in the general provisions of this chapter and specifically as stated in § 152.41.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99

#### **§ 152.23 FLOODWAY DISTRICT.**

(A) *Permitted uses.*

(1) General farming, pasture, grazing, outdoor plant nurseries, horticulture, truck farming, forestry, sod farming, and wild crop harvesting;

(2) Industrial-commercial loading areas, parking areas, and airport landing strips;

(3) Private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and single or multiple purpose recreational trails; and/or

(4) Residential lawns, gardens, parking areas, and play areas.

(B) *Standards for floodway permitted uses.*

(1) The use shall have a low flood damage potential.

(2) The use shall be permissible in the underlying zoning district if one exists.

(3) The use shall not obstruct flood flows or increase flood elevations, and shall not involve structures, fill, obstructions, excavations or storage of materials or equipment.

(C) *Conditional uses.*

(1) Structures accessory to the uses listed in division (A) above and the uses listed in subsections (2) through (8) below;

(2) Extraction and storage of sand, gravel, and other materials;

(3) Marinas, boat rentals, docks, piers, wharves and water control structures;

(4) Railroads, streets, bridges, utility transmission lines and pipelines;

(5) Storage yards for equipment, machinery, or materials;

(6) Placement of fill;

(7) Travel trailers and travel vehicles either on individual lots of record or in existing or new subdivisions or commercial or condominium type campgrounds, subject to the exemptions and provisions of § 152.28; and/or

(8) Structural works for flood control such as levees, dikes and floodwalls constructed to any height where the intent is to protect individual structures, and levees or dikes where the intent is to protect agricultural crops for a frequency flood event equal to or less than the one-year frequency flood event.

(D) *Standards for floodway conditional uses.*

(1) No structure, temporary or permanent, or fill, including fill roads and levees, deposit, obstruction, storage of materials or equipment, or other uses may be allowed as a conditional use that will cause any increase in the stage of the 100-year or regional flood, or cause an increase in flood damages in the reach or reaches affected.

(2) All floodway conditional uses shall be subject to the procedures and standards contained in §152.43.

(3) The conditional use shall be permissible in the underlying zoning district if one exists.

(4) The standards for fill are as follows:

(a) Fill, dredge spoil and all other similar materials deposited or stored in the flood plain shall be protected from erosion by vegetative cover, mulching, riprap or other acceptable method.

(b) Dredge spoil sites and sand and gravel operations shall not be allowed in the floodway unless a long-term site development plan is submitted which includes an erosion/sedimentation prevention element to the plan.

(c) As an alternative, and consistent with subsection (b) above, dredge spoil disposal and sand and gravel operations may allow temporary, on-site storage of fill or other materials which would have caused an increase to the stage of the 100-year or regional flood, but only after the governing body has received an appropriate plan which assures the removal of the materials from the floodway based upon the flood warning time available. The conditional use permit must be title registered with the property in the office of the County Recorder.

(5) The standards for accessory structures are as follows:

(a) Accessory structures shall not be designed for human habitation.

(b) Accessory structures, if permitted, shall be constructed according to the following provisions and placed on the building site so as to offer the minimum obstruction to the flow of flood waters:

1. Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow; and
2. So far as practicable, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.

(c) Accessory structures shall be elevated on fill or structurally dry flood proofed in accordance with the FP-1 or FP-2 flood proofing classifications in the State Building Code. As an alternative, an accessory structure may be flood proofed to the FP-3 or FP-4 flood proofing classification in the State Building Code, provided the accessory structure constitutes a minimal investment, does not exceed 500 square feet in size, and for a detached garage, the detached garage must be used solely for parking of vehicles and limited storage. All flood proofed accessory structures must meet the following additional standards, as appropriate:

1. The structure must be adequately anchored to prevent flotation, collapse or lateral movement of the structure, and shall be designed to equalize hydrostatic flood forces on exterior walls; and

2. Any mechanical and utility equipment in a structure must be elevated to or above the regulatory flood protection elevation or properly flood proofed.

(6) The standards for storage of materials and equipment are as follows:

(a) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited.

(b) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the governing body.

(7) Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters shall be subject to the provisions of M.S. Chapter 1036, as it may be amended from time to time. Community-wide structural works for flood control intended to remove areas from the regulatory flood plain shall not be allowed in the floodway.

(8) A levee, dike or floodwall constructed in the floodway shall not cause an increase to the 100-year or regional flood and technique analysis must assume equal conveyance or storage loss on both sides of a stream.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99

#### **§ 152.24 FLOOD FRINGE DISTRICT.**

(A) *Permitted uses.* Permitted uses shall be those uses of land or structures listed as permitted uses in the underlying zoning use district(s). If no preexisting, underlying zoning use districts exist, then any residential or nonresidential structure or use of a structure or land shall be a permitted use in the Flood Fringe District, provided the use does not constitute a public nuisance. All permitted uses shall comply with the standards for Flood Fringe permitted uses listed in division (B) below and the standards for all Flood Fringe uses listed in division (E) below.

(B) *Standards for Flood Fringe permitted uses.*

(1) All structures, including accessory structures, must be elevated on fill so that the lowest floor including the basement floor is at or above the regulatory flood protection elevation. The finished fill elevation for structures shall be no lower than one foot below the regulatory flood protection elevation and the fill shall extend at the elevation at least 15 feet beyond the outside limits of the structure erected thereon.

(2) As an alternative to elevation on fill, accessory structures that constitute a minimal investment and that do not exceed 500 square feet for the outside dimension at ground level may be internally flood proofed in accordance with §

(3) The cumulative placement of fill, where at any one time in excess of 1,000 cubic yards of fill is located on the parcel, shall be allowed only as a conditional use, unless the fill is specifically intended to elevate a structure in accordance with division (B)(1) above.

(4) The storage of any materials or equipment shall be elevated on fill to the regulatory flood protection elevation.

(5) The provisions of division (E) below shall apply.

(C) *Conditional uses.* Any structure that is not elevated on fill or flood proofed in accordance with subsections (1) through (4) above, or any use of land that does not comply with the standards in subsections (3) and (4) above shall only be allowable as a conditional use. An application for a conditional use shall be subject to the standards and criteria and evaluation procedures specified in divisions (D) and (E) below, and § 152.43.

(D) *Standards for Flood Fringe conditional uses.*

(1) Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the regulatory flood protection elevation. These alternative methods may include the use of stilts, pilings, parallel walls and the like, or above-grade, enclosed areas such as crawl spaces or tuck-under garages. The base or floor of an enclosed area shall be considered above-grade and not a structure's basement or lowest floor if:

(a) The enclosed area is above-grade on at least one side of the structure;

(b) It is designed to internally flood and is constructed with flood resistant materials; and

(c) It is used solely for parking of vehicles, building access or storage. The above noted alternative elevation methods are subject to the following additional standards:

1. The structure's design and as-built condition must be certified by a registered professional engineer or architect as being in compliance with the general design standards of the State Building Code, and specifically, that all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities must be at or above the Regulatory Flood Protection Elevation or be designed to prevent flood water from entering or accumulating within these components during times of flooding.

2. Above-grade, fully enclosed areas such as crawl spaces or tuck-under garages must be designed to internally flood, and the design plans must stipulate:

a. The minimum area of openings in the walls where internal flooding is to be used as a flood proofing technique. When openings are placed in a structure's walls to provide for entry of flood waters to equalize pressures, the bottom of all openings shall be no higher than one foot above-grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of flood waters; and

b. That the enclosed area will be designed of flood resistant materials in accordance with the FP-3 or FP-4 classifications in the State Building Code, and shall be used solely for building access, parking of vehicles or storage.

(2) Basements, as defined in the City Zoning Ordinance, shall be subject to the following:

(a) Residential basement construction shall not be allowed below the regulatory flood protection elevation.

(b) Nonresidential basements may be allowed below the regulatory flood protection elevation provided the basement is structurally dry flood proofed in accordance with subsection (3) below.

(3) All areas of nonresidential structures including basements to be placed below the regulatory flood protection elevation shall be flood proofed in accordance with the structurally dry flood proofing classifications in the State Building Code. Structurally dry flood proofing must meet the FF-1 or FP-2 flood proofing classification in the State Building Code, and this shall require making the structure watertight with the walls substantially impermeable to the passage of water, and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Structures flood proofed to the FP-3 or FP-4 classification shall not be permitted.

(4) When at any one time more than 1,000 cubic yards of fill or other similar material is located on a parcel for activities such as on-site storage, landscaping, sand and gravel operations, landfills, roads, dredge spoil disposal or construction of flood control works, an erosion/sedimentation control plan must be submitted unless the community is enforcing a state approved shoreland management ordinance. The plan must clearly specify methods to be used to stabilize the fill on site for a flood event. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the governing body. The plan may incorporate alternative procedures for removal of the material from the flood plain when adequate flood warning time exists.

(5) The standards for storage of materials and equipment are as follows:

(a) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited.

(b) The storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the governing body.

(6) The provisions of division (E) below shall also apply.

(E) *Standards for all Flood Fringe uses.*

(1) All new principal structures must have vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation. If a variance to this requirement is granted, the Board of Adjustment must specify limitations on the period of use or occupancy of the structure for times of flooding and only after determining that adequate flood warning and local flood emergency response procedures exist.

(2) For commercial uses, accessory land uses such as yards, railroad tracks, and parking lots may be at elevations lower than the regulatory flood protection elevation. However, a permit for these facilities to be used by the employees or the general public shall not be granted in the absence of a flood warning system that provides adequate time for evacuation if the area would be inundated to a depth greater than two feet or be subject to flood velocities greater than four feet per second upon occurrence of the regional flood.

(3) For manufacturing and industrial uses, measures shall be taken to minimize interference with normal plant operations, especially along streams having protracted flood durations. Certain accessory land uses such as yards and parking lots may be at lower elevations subject to requirements set out in subsection (2) above. In considering permit applications, due consideration shall be given to the needs of an industry whose business requires that it be located in flood plain areas.

(4) Fill shall be properly compacted and the slopes shall be properly protected by the use of riprap, vegetative cover or other acceptable method. The Federal Emergency Management Agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation. FEMA's requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

(5) Flood plain developments shall not adversely affect the hydraulic capacity of the channel and adjoining flood plain of any tributary watercourse or drainage system where a floodway or other encroachment limit has not been specified on the official zoning map.

(6) Standards for travel trailers and travel vehicles are contained in §152.23.

(7) All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not to be limited to use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

(Ord. 148, passed 2-6-95)

**§ 152.25 GENERAL FLOOD PLAIN DISTRICT.**

(A) *Permissible uses.*

(1) The uses listed in § 152.23(A) shall be permitted uses.

(2) All other uses shall be subject to the Floodway/Flood Fringe evaluation criteria pursuant to division (B) below. Section 152.23 shall apply if the proposed use is in the Floodway District and § 152.24 shall apply if the proposed use is in the Flood Fringe District.

(B) *Procedures for Floodway and Flood Fringe Determinations within the General Flood Plain District.*

(1) Upon receipt of an application for a conditional use permit for a use within the General Flood Plain District, the applicant shall be required to furnish any of the following information as is deemed necessary by the Zoning Administrator for the determination of the regulatory flood protection elevation and whether the proposed use is within the Floodway or Flood Fringe District.

(a) A typical valley cross-section showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be occupied by the proposed development and high water information.

(b) A plan (surface view) showing elevations or contours of the ground; pertinent structure, fill, or storage elevations; size, location, and spatial arrangement of all proposed and existing structures on the site; location and elevations of streets; photographs showing existing land uses and vegetation upstream and downstream; and soil type.

(c) A profile showing the slope of the bottom of the channel or flow line of the stream for at least 500 feet in either direction from the proposed development.

(2) The applicant shall be responsible to submit one copy of the above information to a designated engineer or other expert person or agency for technical assistance in determining whether the proposed use is in the Floodway or Flood Fringe District, and to determine the regulatory flood protection elevation. Procedures consistent with Minn. Rules, Parts 6120.5000 through 6120.6200, as they may be amended from time to time, shall be followed in this expert evaluation. The designated engineer or expert is strongly encouraged to discuss the proposed technical evaluation methodology with the respective Department of Natural Resources Area Hydrologist prior to commencing the analysis. The designated engineer or expert shall:



(a) Estimate the peak discharge of the regional flood;

(b) Calculate the water surface profile of the regional flood based upon a hydraulic analysis of the stream channel and overbank areas;

(c) Compute the floodway necessary to convey or store the regional flood without increasing flood stages more than foot. A lesser stage increase than inch shall be required if, as a result of the additional stage increase, increased flood damages would result. An equal degree of encroachment on both sides of the stream within the reach shall be assumed in computing floodway boundaries.

(3) The Zoning Administrator shall present the technical evaluation and findings of the designated engineer or expert of the governing body. The governing body must formally accept the technical evaluation and the recommended Floodway and/or Flood Fringe District boundary or deny the permit application. The governing body, prior to official action, may submit the application and all supporting data and analyses to the Federal Emergency Management Agency, the Department of Natural Resources or the Planning Commission for review and comment. Once the Floodway and Flood Fringe boundaries have been determined, the governing body shall refer the matter back to the Zoning Administrator, who shall process the permit application consistent with the applicable provisions of §§ 152.23 and 152.24.

(Ord. 148, passed 2-6-95; Am. Ord. passed 8-2-99)

#### **§ 152.26 SUBDIVISIONS.**

(A) No land shall be subdivided which is unsuitable for the reason of flooding, inadequate drainage, water supply or sewage treatment facilities. All lots within the flood plain districts shall contain a building site at or above the regulatory flood protection elevation. All subdivisions shall have water and sewage treatment facilities that comply with the provisions of this chapter and have road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation. For all subdivisions in the flood plain, and the Floodway and Flood Fringe boundaries, the regulatory flood protection elevation and the required elevation of all access roads shall be clearly labeled on all required subdivision drawings and platting documents.

(B) The Federal Emergency Management Agency has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 200-year flood elevation. FEMA's requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

(C) In the General Floodplain District, applicants shall provide the information required in §152.25(B) to determine the 100-year flood elevation, the Floodway and Flood Fringe District boundaries and the regulatory flood protection elevation for the subdivision site.

(Ord. 148, passed 2-6-95; Am. Ord. passed 8-2-99) Penalty, see § 10.99

#### **§ 152.27 UTILITIES, RAILROADS, ROADS AND BRIDGES.**

(A) All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the flood plain shall be flood proofed in accordance with the State Building Code or elevated to above the regulatory flood protection elevation.

(B) Railroad tracks, roads and bridges to be located within the flood plain shall comply with §§152.23 and 152.24. Elevation to the regulatory flood protection elevation shall be provided where failure or interruption of these transportation facilities would result in danger to the public health or safety, or where the facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

(C) Where public utilities are not provided:

(1) On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems; and

(2) New or replacement on-site sewage treatment systems must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and they shall not be subject to impairment or contamination during times of flooding. Any sewage treatment system designed in accordance with the state's current statewide standards for on-site sewage treatment systems shall be determined to be in compliance with this section.

(Ord. 148, passed 2-6-95)

#### **§ 152.28 MANUFACTURED HOMES; TRAVEL TRAILERS AND TRAVEL VEHICLES.**

(A) New manufactured home parks and expansions to existing mobile manufactured home parks shall be subject to the provisions placed on subdivisions by § 152.26.

(B) The placement of new or replacement manufactured homes in existing manufactured home parks or on individual lots of record that are located in flood plain districts will be treated as a new structure and may be placed only if elevated in compliance with § 152.23. If vehicular road access for preexisting manufactured home parks is not provided in accordance with § 152.23(A), then replacement manufactured homes will not be allowed until the property owner(s) develops a flood

warning emergency plan acceptable to the governing body.

(C) All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not to be limited to use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

(D) Travel trailers and travel vehicles that do not meet the exemption criteria specified in division (E) below shall be subject to the provisions of this chapter and as specifically spelled out in divisions (G) and (H) below.

(E) Travel trailers and travel vehicles are exempt from the provisions of this chapter if they are placed in any of the areas listed in division (F) below, and further if they meet the following criteria:

(1) The travel trailer or travel vehicle has current licenses required for highway use.

(2) The travel trailer or travel vehicle is highway ready, meaning on wheels or the internal jacking systems are attached to the site only by quick disconnect type utilities commonly used in campgrounds and trailer parks, and the trailer or vehicle has no permanent structural type additions attached to it.

(3) The travel trailer or travel vehicle and associated use must be permissible in any preexisting, underlying zoning use district.

(F) Areas exempted for placement of travel/recreational vehicles are as follows:

(1) Individual lots or parcels of record;

(2) Existing commercial recreational vehicle parks or campgrounds; and

(3) Existing condominium type associations.

(G) Travel trailers and travel vehicles exempted in division (E) above lose this exemption when development occurs on the parcel exceeding \$500 dollars for a structural addition to the travel trailer/travel vehicle or an accessory structure such as a garage or storage building. The travel trailer or travel vehicle and all additions and accessory structures will then be treated as a new structure and shall be subject to the elevation/flood proofing requirements and the use of land restrictions specified in §§ 152.23 and 152.24.

(H) New commercial travel trailer or travel vehicle parks or campgrounds, and new residential type divisions and condominium associations and the expansion of any existing similar use exceeding five units or dwelling sites shall be subject to the following:

(1) Any new or replacement travel trailer or travel vehicle will be allowed in the Floodway or Flood Fringe Districts, provided the trailer or vehicle and its contents are placed on fill above the Regulatory Flood Protection Elevation and proper elevated road access to the site exists in accordance with § 152(E)(1). Any fill placed in a floodway for the purpose of elevating a travel trailer shall be subject to the requirements of § 152.23.

(2) All new or replacement travel trailers or travel vehicles not meeting the criteria of subsection (1) above may, as an alternative, be allowed as a conditional use if in accordance with the following provisions and the provisions of § 152.43. The applicant must submit an emergency plan for the safe evacuation of all vehicles and people during the 100-year flood. The plan shall be prepared by a registered engineer or other qualified individual, and shall demonstrate that adequate time and personnel exist to carry out the evacuation. All attendant sewage and water facilities for new or replacement travel trailers or other recreational vehicles must be protected or constructed so as to not be impaired or contaminated during times of flooding in accordance with § 152.27(C).

(Ord. 148, passed 2-6-95)

### **§ 152.29 NONCONFORMING USES.**

(A) A structure or the use of a structure or premises which was lawful before the passage or amendment of this chapter but which is not in conformity with provisions of this chapter may be continued subject to the conditions of this section.

(B) A nonconforming use shall not be expanded, changed, enlarged or altered in a way which increases its nonconformity.

(C) Any alteration or addition to a nonconforming structure or nonconforming use which would result in increasing the flood damage potential of that structure or use shall be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or flood proofing techniques, such as the FP-1 through FP-4 flood proofing classifications, allowable in the State Building Code, except as further restricted in division (D) below.

(D) The cost of any structural alterations or additions to any nonconforming structure over the life of the structure shall not exceed 50% of the market value of the structure unless the conditions of this section are satisfied. The cost of all structural alterations and additions constructed since the adoption of the community's initial flood plain controls must be calculated into today's current cost, which will include all costs such as construction materials and a reasonable cost placed on all manpower labor. If the current cost of all previous and proposed alterations and additions exceeds 50% of the current market value of the structure, then the structure must meet the standards of §§ 152.23 or 152.24 for new structures depending upon whether the structure is in the Floodway or Flood Fringe District, respectively.

(E) If any nonconforming use is discontinued for 12 consecutive months, any future use of the building pr conform to this chapter. The assessor shall notify the Zoning Administrator in writing of instances of nonconf which have been discontinued for a period of 12 months.

(F) If any nonconforming use or structure is destroyed by any means, including floods, to an extent of 50% or more of its market value at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter. The applicable provisions for establishing new uses or new structures in §§ 152.23 or 152.24 will apply depending upon whether the use or structure is in the Floodway or Flood Fringe District, respectively.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99

**ADMINISTRATION AND ENFORCEMENT**

**§ 152.40 ZONING ADMINISTRATOR.**

A Zoning Administrator or other official designated by the governing body shall administer and enforce this chapter. If the Zoning Administrator finds a violation of the provisions of this chapter, he or she shall notify the person responsible for the violation in accordance with the procedures stated in § 152.45.

(Ord. 148, passed 2-6-95)

**§ 152.41 PERMITS, CERTIFICATION REQUIREMENT AND RECORD KEEPING.**

(A) A permit issued by the Zoning Administrator in conformity with the provisions of this chapter shall be secured prior to the erection, addition, or alternation of any building, structure, or portion thereof, shall be prior to the change or extension of a nonconforming use, and prior to the placement of fill, evacuation of materials, or the storage of materials or equipment within the flood plain.

(B) Application for a permit shall be made to the Zoning Administrator on forms furnished by the Zoning Administrator, and shall include the following where applicable: plans drawn to scale, showing the nature, location, dimensions, and evaluations of the lot; existing or proposed structures, fill, or storage of materials; and the location of the foregoing in relation to the stream channel.

(C) Prior to granting a permit or processing an application for a conditional use permit or variance, the Zoning Administrator shall determine that the applicant has obtained all necessary state and federal permits.

(D) It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises or part thereof hereafter created, erected, changed, converted, altered or enlarged in its use or structure until a Certificate of Zoning Compliance shall have been issued by the Zoning Administrator stating that the use of the building or land conforms to the requirements of this chapter.

(E) Permits, conditional use permits, or certificates of zoning compliance issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in the approved plans and applications, and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter.

(F) The applicant shall be required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this chapter. Flood proofing measures shall be certified by a registered professional engineer or registered architect.

(G) The Zoning Administrator shall maintain a record of the elevation of the lowest floor, including the basement, of all new structures and alterations or additions to existing structures in the flood plain. The Zoning Administrator shall also maintain a record of the elevation to which structures are flood proofed.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99

**§ 152.42 APPEALS AND VARIANCES; DUTIES OF THE BOARD OF ADJUSTMENT.**

(A) The Board of Adjustment shall adopt rules for the conduct of business and may exercise all of the powers conferred on the Board by state law.

(B) The Board shall hear and decide appeals where it is alleged there is error in any order, requirements, decision, or determination made by an administrative official in the enforcement or administration of this chapter.

(C) The Board may hear requests for variances from the literal provisions of this chapter in instances where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of the section chapter. **UNDUE HARDSHIP** as used in connection with the granting of a reasonable use if used under conditions allowed by the official controls, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if reasonable use for the property exists under the terms of this chapter . **UNDUE HARDSHIP** also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. Variances shall be granted for earth sheltered construction as defined in M.S. § 216C.06, Subdivision 2, as it may be amended from time to time, when in harmony with the chapter. The Board may not permit as a variance any use that is not permitted under the chapter for property in the zone where the affected person’s land is located. The Board may permit as a variance the

temporary use of a one family dwelling as a two family dwelling. The Board may impose conditions in the granting of variances to insure compliance and to protect adjacent properties.

(D) Upon filing with the Board of Adjustment of an appeal from a decision of the Zoning Administrator or an application for a variance, the Board shall fix a reasonable time for a hearing and give due notice to the parties in interest as specified by law. The Board shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed Variances sufficiently in advance so that the Commissioner will receive at least ten days notice of the hearing.

(E) The Board shall arrive at a decision on an appeal or variance within 30 days. In passing upon an appeal, the Board may, so long as the action is in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination of the Zoning Administrator or other public official. It shall make its decision in writing, setting forth the findings of fact and the reasons for its decisions. In granting a variance the Board may prescribe appropriate conditions and safeguards such as those specified in § 152.43(G), which are in conformity with the purposes of this chapter. Violations of the conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter. A copy of all decisions granting variances shall be forwarded by mail to the Commissioner of Natural Resources within ten days of the action.

(F) Appeal from any decision of the Board may be made, and as specified in the community's official controls and also state statutes.

(G) (1) The Zoning Administrator shall notify the applicant for a variance that:

(a) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$20 to \$100 of insurance coverage; and

(b) Construction below the 100-year or regional flood level increases risks to life and property.

(2) The notification shall be maintained with a record of all variance actions. A community shall maintain a record of all variance actions, including justification for their issuance, and report the variances issued in its annual or biennial report submitted to the administration of the National Flood Insurance Program.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99

#### **§ 152.43 CONDITIONAL USES; STANDARDS AND EVALUATION PROCEDURES.**

(A) The City Planning and Zoning Commission shall hear and make recommendations to the City Council concerning applications for conditional uses permissible under this chapter. Applications shall be submitted to the Zoning Administrator, who shall forward the application to the Planning and Zoning Commission for consideration.

(B) Upon filing with the Planning and Zoning commission an application for a conditional use Permit, the Zoning Administrator shall submit by mail to the Commissioner of Natural Resources a copy of the application for the proposed conditional use sufficiently in advance so that the Commissioner will receive at least ten days notice of the hearing.

(C) The Planning and Zoning Commission shall arrive at a decision on a conditional use within 30 days, and forward their recommendation to the City Council. In granting a conditional use permit, the City Council shall prescribe appropriate conditions and safeguards, in addition to those specified in division (G) below, which are in conformity with the purposes of this chapter. Violations of these conditions and safeguards, when made part of the terms under which the conditional use permit is granted, shall be deemed a violation of this chapter. A copy of all decisions granting conditional use permits shall be forwarded by mail to the Commissioner of Natural Resources within ten days of the action.

(D) Procedures to be followed by the Planning and Zoning Commission in passing on conditional use permit applications within all flood plain districts are as follows:

(1) The applicant shall be required to furnish the following information and additional information deemed necessary by the Planning and Zoning Commission for determining the suitability of the particular site for the proposed use:

(a) Plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the lot, existing or proposed structures, fill, storage of materials, flood proofing measures and the relationship of the above to the location of the stream channel; and

(b) Specifications for building construction and materials, flood proofing, filling, dredging, grading, channel improvement, storage of materials, water supply and sanitary facilities.

(2) One copy of the information described in subsection (1) above is to be transmitted to a designated engineer or other expert person or agency for technical assistance, where necessary, in elevating the proposed project in relation to flood heights and velocities, the seriousness of flood damage to the use, the adequacy of the plans for protection, and other technical matters.

(3) Based upon the technical evaluation of the designated engineer or expert, the Planning and Zoning Commission shall determine the specific flood hazard at the site and evaluate the suitability of the proposed use in relation to the flood hazard.

(4) In passing upon conditional use applications, the Planning and Zoning Commission shall consider all relevant factors specified in other sections of this chapter, and:

- (a) The danger to life and property due to increased flood heights or velocities caused by encroachment;
- (b) The danger that materials may be swept onto other lands or downstream to the injury of others, or they may block bridges, culverts or other hydraulic structures;
- (c) The proposed water supply and sanitation systems, and the ability of these systems to prevent disease, contamination, and unsanitary conditions;
- (d) The susceptibility of the proposed facility and its contents to flood damage and the effect of the damage on the individual owner;
- (e) The importance of the services provided by the proposed facility to the community;
- (f) The requirements of the facility for a waterfront location;
- (g) The availability of alternative locations not subject to flooding for the proposed use;
- (h) The compatibility of the proposed use with existing development anticipated in the foreseeable future;
- (i) The relationship of the proposed use to the comprehensive plan and flood plain management program for the area;
- (j) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (k) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
- (l) Any other factors which are relevant to the purposes of this chapter.

(E) The Planning and Zoning Commission shall act in the manner described above within 30 days from receiving the application, except that where additional information is required pursuant to this chapter. The Planning and Zoning Commission shall render a written decision within 30 days from the receipt of the additional information.

(F) Upon consideration of the factors listed above and the purpose of this chapter, the Planning and Zoning Commission shall attach any conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this chapter. The conditions may include, but are not limited to the following:

- (1) Modification of waste treatment and water supply facilities;
- (2) Limitations on period of use, occupancy and operation;
- (3) Imposition of operational controls, sureties, and deed restrictions;
- (4) Requirements for construction of channel modifications, compensatory storage, dikes, levees and other protective measures; and
- (5) Flood proofing measures, in accordance with the State Building Code and this chapter. The applicant shall submit a plan or document certified by a registered professional engineer or architect that the flood proofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99

#### **§ 152.44 AMENDMENTS.**

(A) The flood plain designated on the official zoning map shall not be removed from flood plain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regional flood and is contiguous to lands outside the flood plain. Special exceptions to this rule may be permitted by the Commissioner of Natural Resources if he or she determines that, through other measures, lands are adequately protected for the intended use.

(B) All amendments to this chapter, including amendments to the official zoning map, must be submitted to and approved by the Commissioner of Natural Resources prior to adoption.

(C) Changes in the official zoning map must meet the Federal Emergency Management Agency's technical conditions and criteria, and must receive prior FEMA approval before adoption. The Commissioner of Natural Resources must be given ten days written notice of all hearings to consider an amendment to this chapter, and the notice shall include a draft of the ordinance or technical study under consideration.

(Ord. 148, passed 2-6-95)

#### **§ 152.99 VIOLATIONS.**

(A) Violation of the provisions of this chapter or failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with grants of variances or conditional uses, shall constitute a misdemeanor and shall be punishable as provided for in § 10.99.

(B) Nothing herein contained shall prevent the city from taking any other lawful action as is necessary to prevent or remedy any violation. The actions may include but are not limited to:

- (1) In responding to a suspected violation, the Zoning Administrator and local government may utilize the full array of

enforcement actions available to it, including but not limited to prosecution and fines, injunctions, after-the-fact orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance to the guilty party. The community must act in good faith to enforce these official controls and to correct violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

(2) When a violation is either discovered by or brought to the attention of the Zoning Administrator, the Zoning Administrator shall immediately investigate the situation and document the nature and extent of the violation of the official control. As soon as is reasonably possible, this information will be submitted to the appropriate Department of Natural Resources and Federal Emergency Management Agency regional office along with the community's plan of action to correct the violation to the degree possible.

(3) The Zoning Administrator shall notify the suspected party of the requirements of this chapter and all other official controls, and the nature and extent of the suspected violation of these controls. If the structure and/or use is under construction or development, the construction or development shall be immediately halted until a proper permit or approval is granted by the community. If the construction or development is already completed, then the Zoning Administrator may either:

(a) Issue an order identifying the corrective actions that must be made within a specified time period to bring the use or structure into compliance with the official controls; or

(b) Notify the responsible party to apply for an after-the-fact permit/development approval within a specified period of time not to exceed 30 days.

(4) If the responsible party does not appropriately respond to the Zoning Administrator within a specified period of time, each additional day that lapses shall constitute an additional violation of this chapter and shall be prosecuted accordingly. The Zoning Administrator shall also, upon the lapse of the specified response period, notify the landowner to restore the condition which existed prior to the violation of this chapter.

(Ord. 148, passed 2-6-95) Penalty, see § 10.99



FEMA

April 8, 2024

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

The Honorable Duane Jirik  
Mayor, City of New Prague  
118 Central Avenue North  
New Prague, Minnesota 56071

Dear Mayor Jirik:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the City of New Prague, Minnesota, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on July 17, 2024; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3(d).

As noted in FEMA's letter dated January 17, 2024, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Le Sueur County. Therefore, the City of New Prague should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of New Prague will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Minnesota Department of Natural Resources, Ecological and Water Resources Division. You may contact Ceil Strauss, CFM, the NFIP State Coordinator, by telephone at (651) 259-5713, in writing at 500 Lafayette Road, Saint Paul, Minnesota 55155, or by electronic mail at [ceil.strauss@state.mn.us](mailto:ceil.strauss@state.mn.us).

The FEMA Regional staff in Chicago, Illinois, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant

The Honorable Duane Jirik  
April 8, 2024  
Page 2

floodplain management measures will provide protection for the City of New Prague and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (312) 408-5500 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 5, at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until July 17, 2024, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by July 17, 2024. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at [www.fema.gov/flood-insurance/work-with-nfip/community-status-book](http://www.fema.gov/flood-insurance/work-with-nfip/community-status-book). Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at [www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification](http://www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification). Individuals without internet access will be able to contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

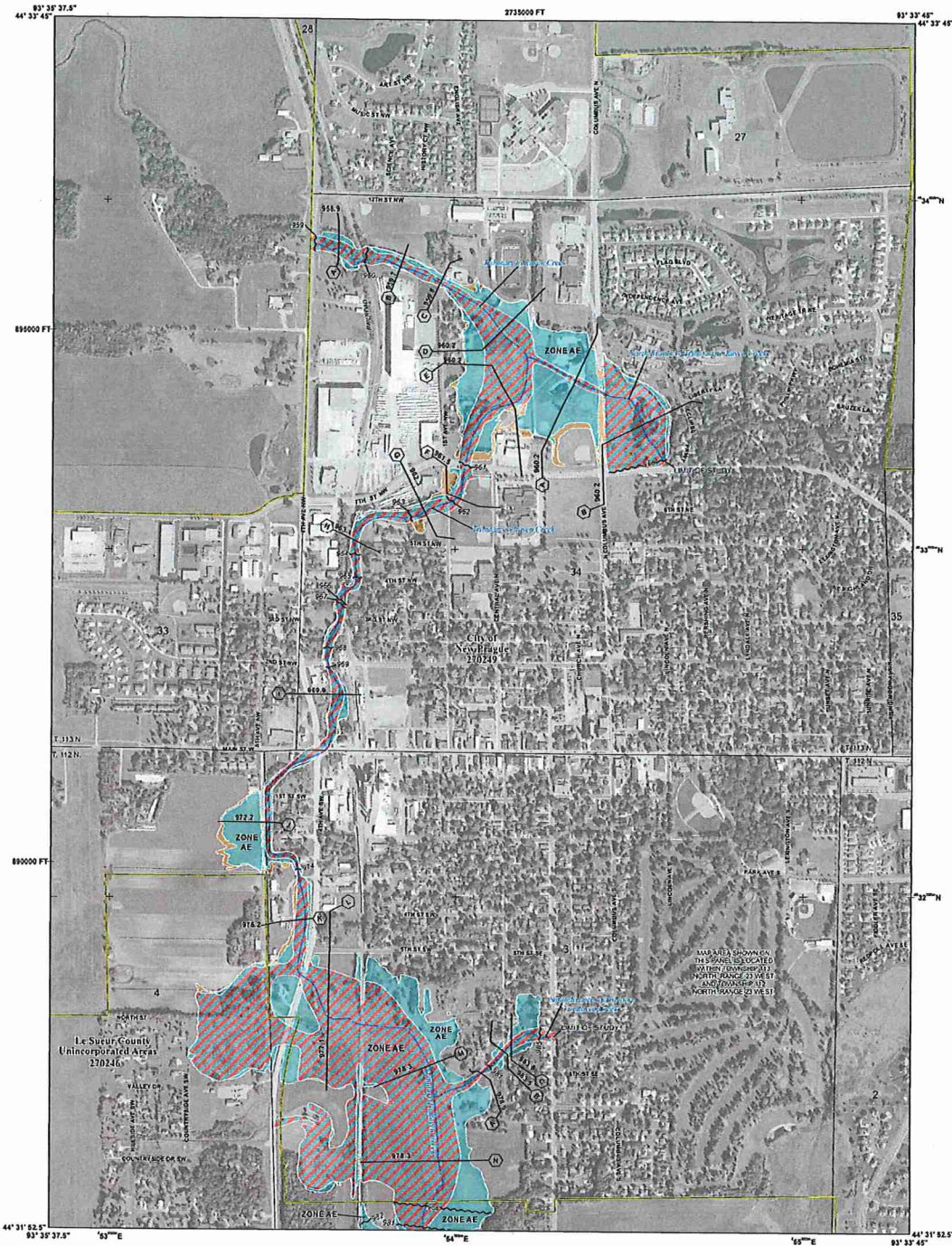
Sincerely,



Rachel Sears, Director  
Floodplain Management Division  
Mitigation Directorate | FEMA

cc: Thomas C. Sivak, Regional Administrator, FEMA Region 5  
Ceil Strauss, CFM, NFIP State Coordinator, Minnesota Department of Natural Resources,  
Ecological and Water Resources Division  
Ken Ondich, Planning and Community Development Director, City of New Prague





**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone AE, AF, AH, VE, AR
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
  - 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee See Notes, Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS OF FLOOD HAZARD**
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Area of Undetermined Flood Hazard Zone D
- OTHER AREAS**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- GENERAL STRUCTURES**
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transverse Elevation
  - Profile Baseline
  - Hydrographic Feature
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary

**NOTES TO USERS**

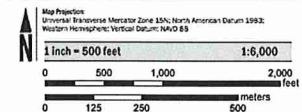
For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including basic versions, the current map date for each FIRM panel, how to order products, or the National Flood Hazard Program (NFHP) in general, please call the FEMA Mapping and Insurance Exchange at 1-877-FEMA-MAP (1-877-366-2623) or visit the FEMA Flood Map Service Center website at [msc.fema.gov](http://msc.fema.gov). Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Many of these products can be ordered or obtained directly from the website.

Comments received based on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM data. These may be ordered directly from the Flood Map Service Center at the number listed above.

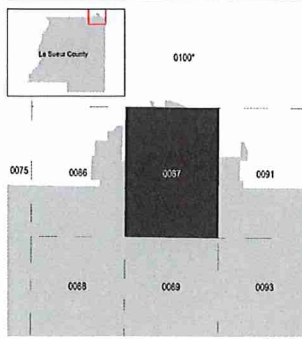
For community and countywide map uses refer to the Flood Insurance Study Report for the jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-4625.

Base map information shown on the FIRM was provided in digital format from U.S. Department of Agriculture Inventory Program, dated 2015 and captured at a one meter ground surface elevation resolution. Spatial data provided by Minnesota Department of Natural Resources, dated 2017.

**SCALE**



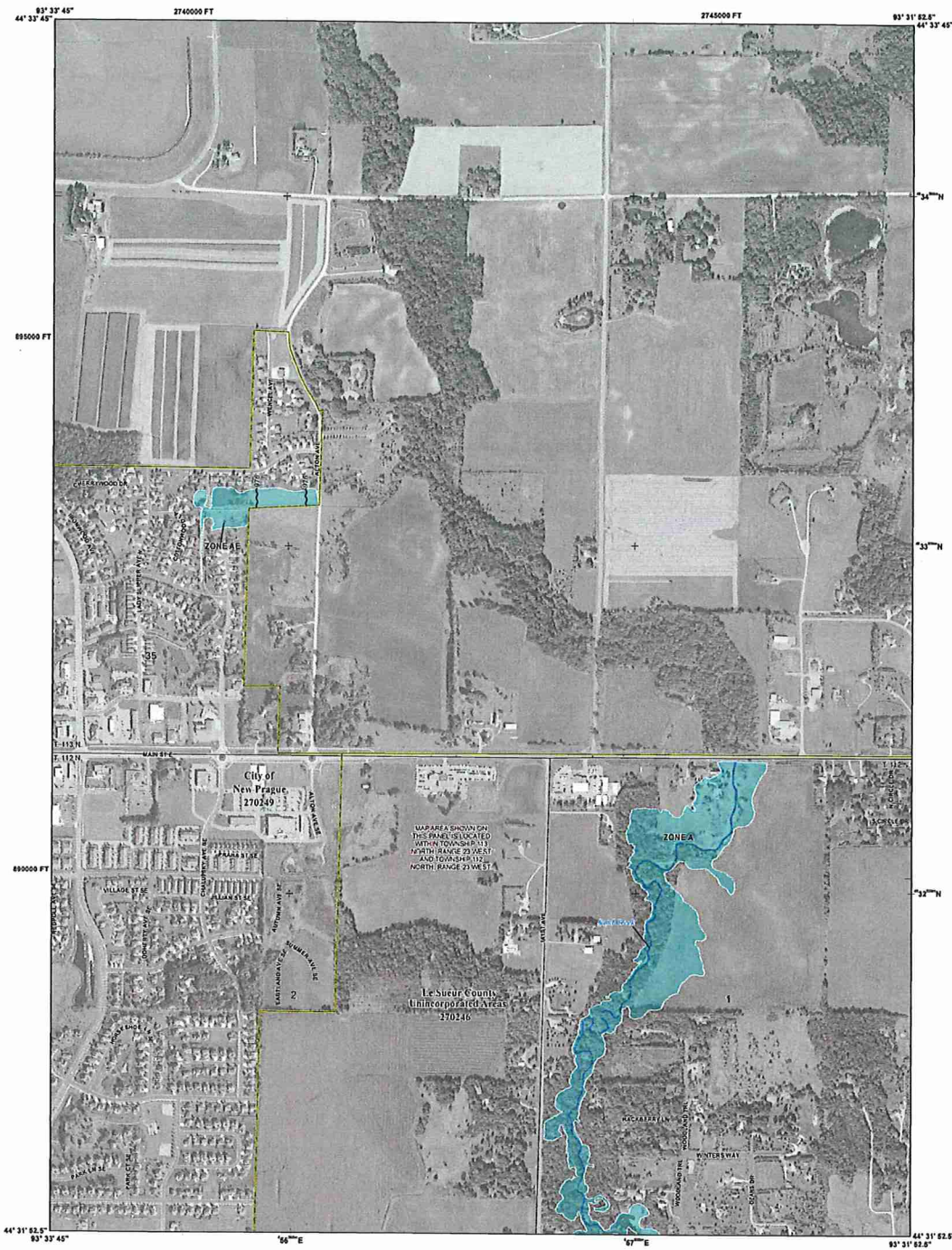
**PANEL LOCATOR**



**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP  
 LE SUEUR COUNTY, MINNESOTA  
 and Incorporated Areas  
 PANEL 87 of 435

COMMUNITY	NUMBER	PANEL	SUFFIX
LE SUEUR COUNTY NEW PAVLE, CITY OF	270246	0087	E

VERSION NUMBER  
 2.6.3.5  
 MAP NUMBER  
 27079C0087E  
 MAP REVISED  
 NOV 17 2024



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone A, V, VE, AR
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
  - 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee See Notes, Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS OF FLOOD HAZARD**
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Area of Undetermined Flood Hazard Zone D
- OTHER FEATURES**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary

**NOTES TO USERS**

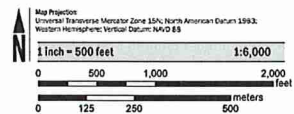
For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map data for each FIRM panel, how to order products for the National Flood Insurance Program (NFIP), in general, please call the FEMA Mapping and Insurance Exchange at 1-877-FEMA-MAP (1-877-365-2627) or visit the FEMA Flood Map Service Center website at [fema.gov](http://fema.gov). Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Many of these products can be ordered or obtained directly from the website.

Communities acquiring land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

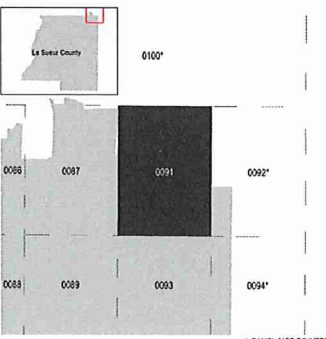
For community and shoreline map data refer to the Flood Insurance Study Report for the jurisdiction. To determine if flood insurance is available in this community contact your insurance agent or call the National Flood Insurance Program at 1-800-452-6622.

Base map information shown on the FIRM was provided in digital format from U.S. Department of Agriculture Imagery Program, color 2015 and captured at a one meter ground sample distance and spatial data provided by Minnesota Department of Natural Resources, dated 2017.

**SCALE**



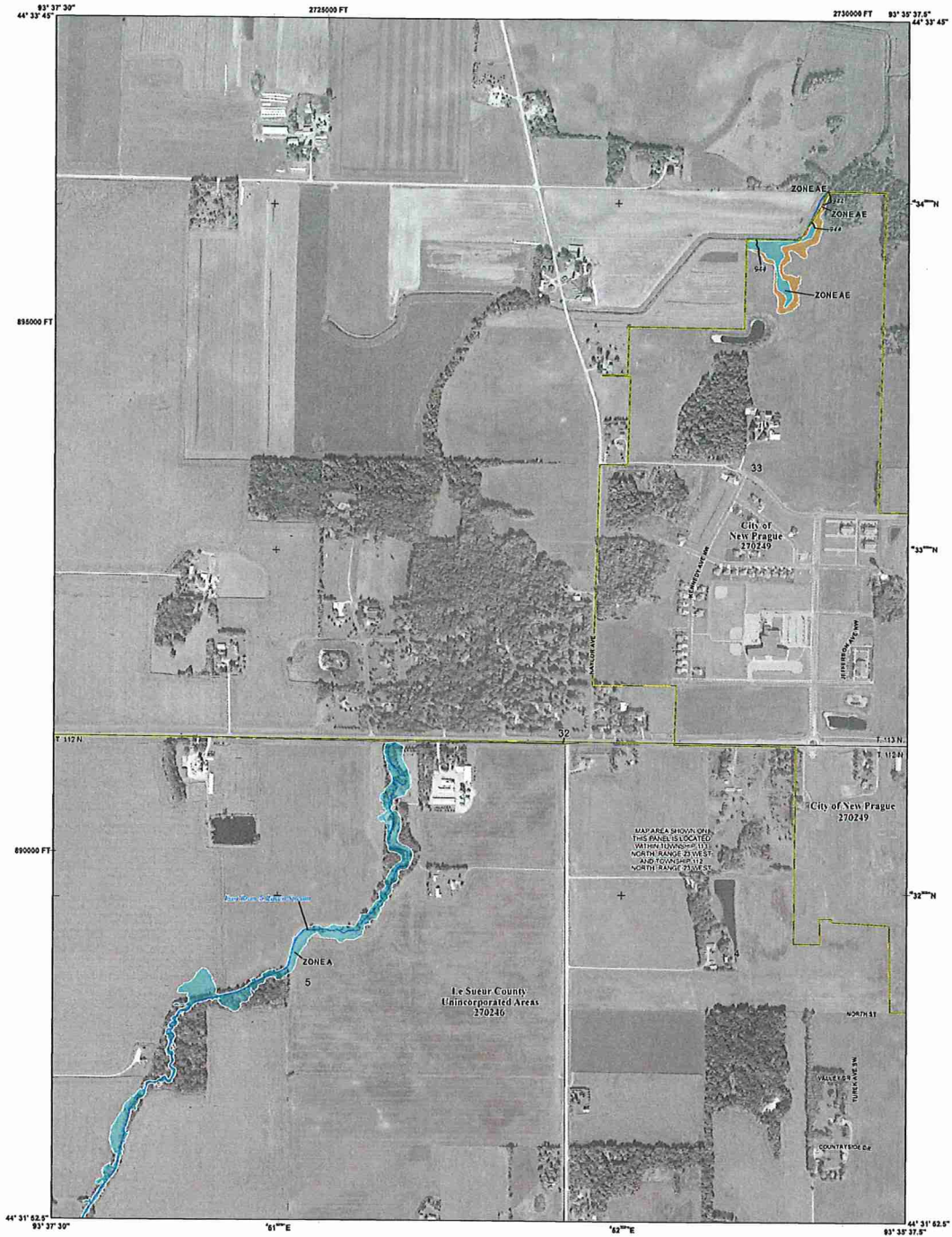
**PANEL LOCATOR**



**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP  
 LE SUEUR COUNTY, MINNESOTA  
 and Incorporated Areas  
 PANEL 01 of 435

COMMUNITY	NUMBER	PANEL	SUFFIX
LE SUEUR COUNTY NEW PRAGUE, CITY OF	270246	0091	E

VERSION NUMBER 2.6.3.5  
 MAP NUMBER 27079C0091E  
 MAP REVISED 01/14/19 0954



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
**THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)**

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone AX, APZ
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
  - 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee See Notes, Zone X
- OTHER AREAS OF FLOOD HAZARD**
  - Area with Flood Risk due to Levee Zone D
  - Area of Minimal Flood Hazard Zone X
  - Area of Undetermined Flood Hazard Zone D
- OTHER AREAS**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- GENERAL STRUCTURES**
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
  - Base Flood Elevation Line (BFE)
- OTHER FEATURES**
  - Limit of Study
  - Jurisdiction Boundary

**NOTES TO USERS**

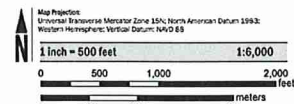
For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map data for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP), in general, please call the FEMA Mapping and Insurance Exchange at 1-877-FEMA-MAP (1-877-368-2627) or visit the FEMA Flood Map Service Center website at [data.fema.gov](http://data.fema.gov). Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Many of these products can be ordered or obtained directly from the website.

Communities acquiring land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

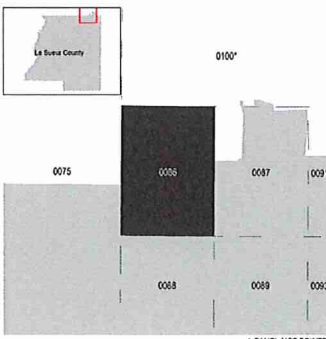
For community and countywide map data refer to the Flood Insurance Study Report for this jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-438-6633.

Base map information shown on this FIRM was provided in digital format from U.S. Department of Agriculture Imagery Program, dated 2015 and captured at a one meter ground sample distance and spatial data provided by Minnesota Department of Natural Resources, dated 2011.

**SCALE**



**PANEL LOCATOR**



**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM  
FLOOD INSURANCE RATE MAP**

**LE SUEUR COUNTY, MINNESOTA**  
and Unincorporated Areas

PANEL 86 of 435

Panel Coordinates:

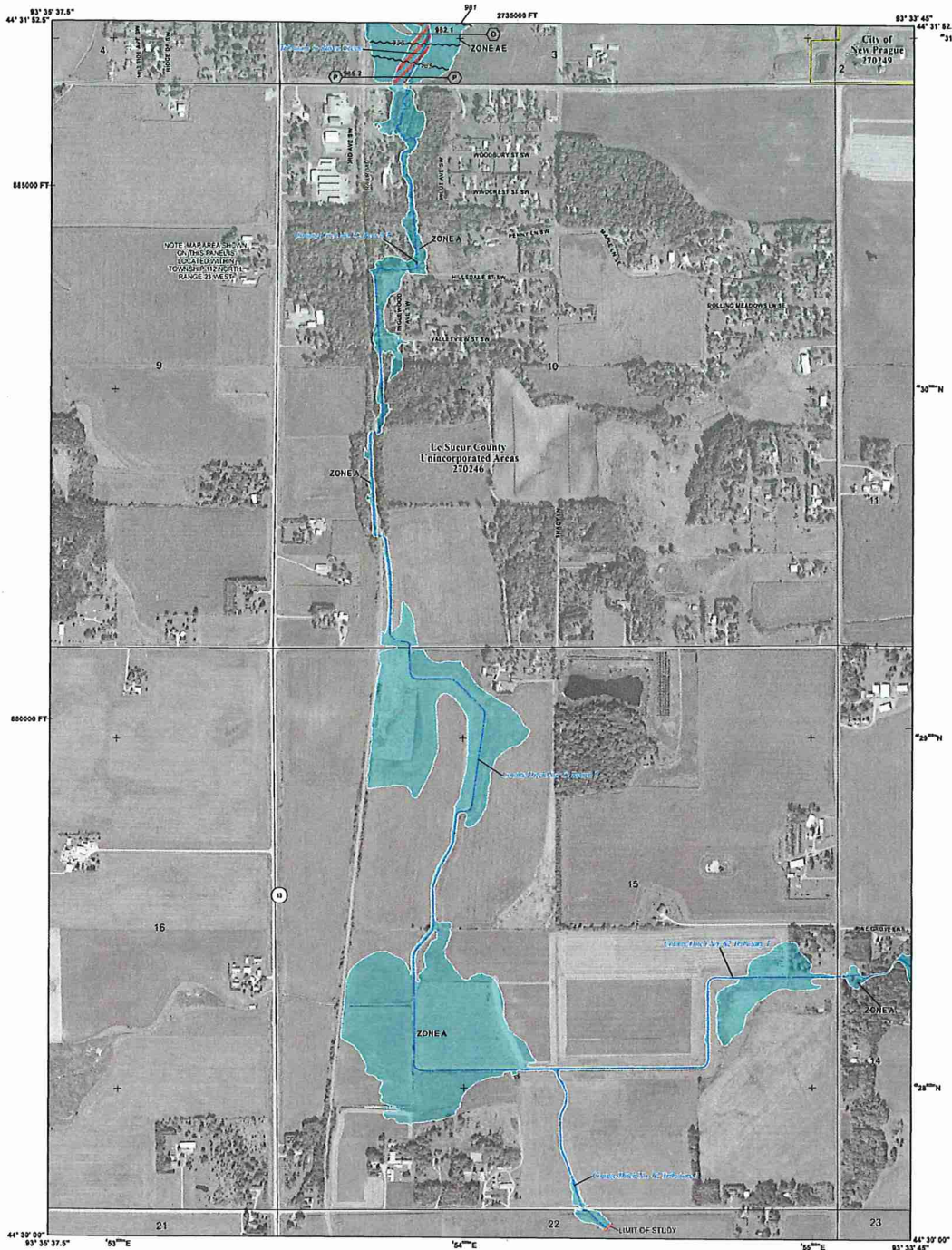
COMMUNITY	NUMBER	PANEL	SUFFIX
LE SUEUR COUNTY	270246	0086	E
NEW PRAGUE, CITY OF	270245	0086	E

VERSION NUMBER  
**2.6.3.5**

MAP NUMBER  
**27079C0086E**

MAP REVISED  
**11/17/2014**

**75**



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR PANEL LAYOUT  
**THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)**

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone AE, AP
  - With BFE or Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee See Notes Zone X
  - Area with Flood Risk due to Levee Zone D
- OTHER AREAS OF FLOOD HAZARD**
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Area of Undetermined Flood Hazard Zone D
- OTHER AREAS**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary

**NOTES TO USERS**

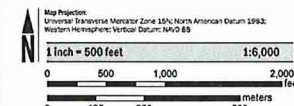
For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map date for each FIRM panel, how to order products for the National Flood Insurance Program (NFIP), in general, please call the FEMA Mapping and Insurance Exchange at 1-877-FEMA-MAP (1-877-336-3227) or visit the FEMA Flood Map Service Center website at <https://www.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities appearing on an approved FIRM panel must obtain a current copy of the approved panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

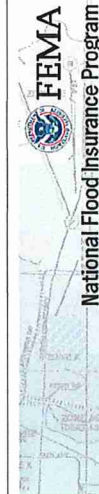
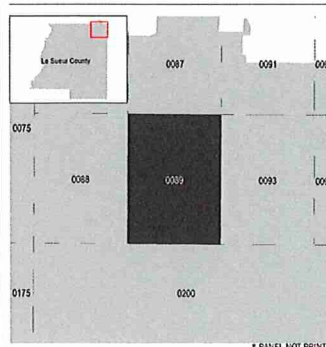
For community and countywide map data refer to the Flood Insurance Study Report for the jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-368-6222.

Base map information shown on the FIRM was provided in digital format from U.S. Department of Agriculture Imagery Program, dated 2015 and derived at a one meter ground sample distance and imagery date provided by Minnesota Department of Natural Resources dated 2017.

**SCALE**



**PANEL LOCATOR**

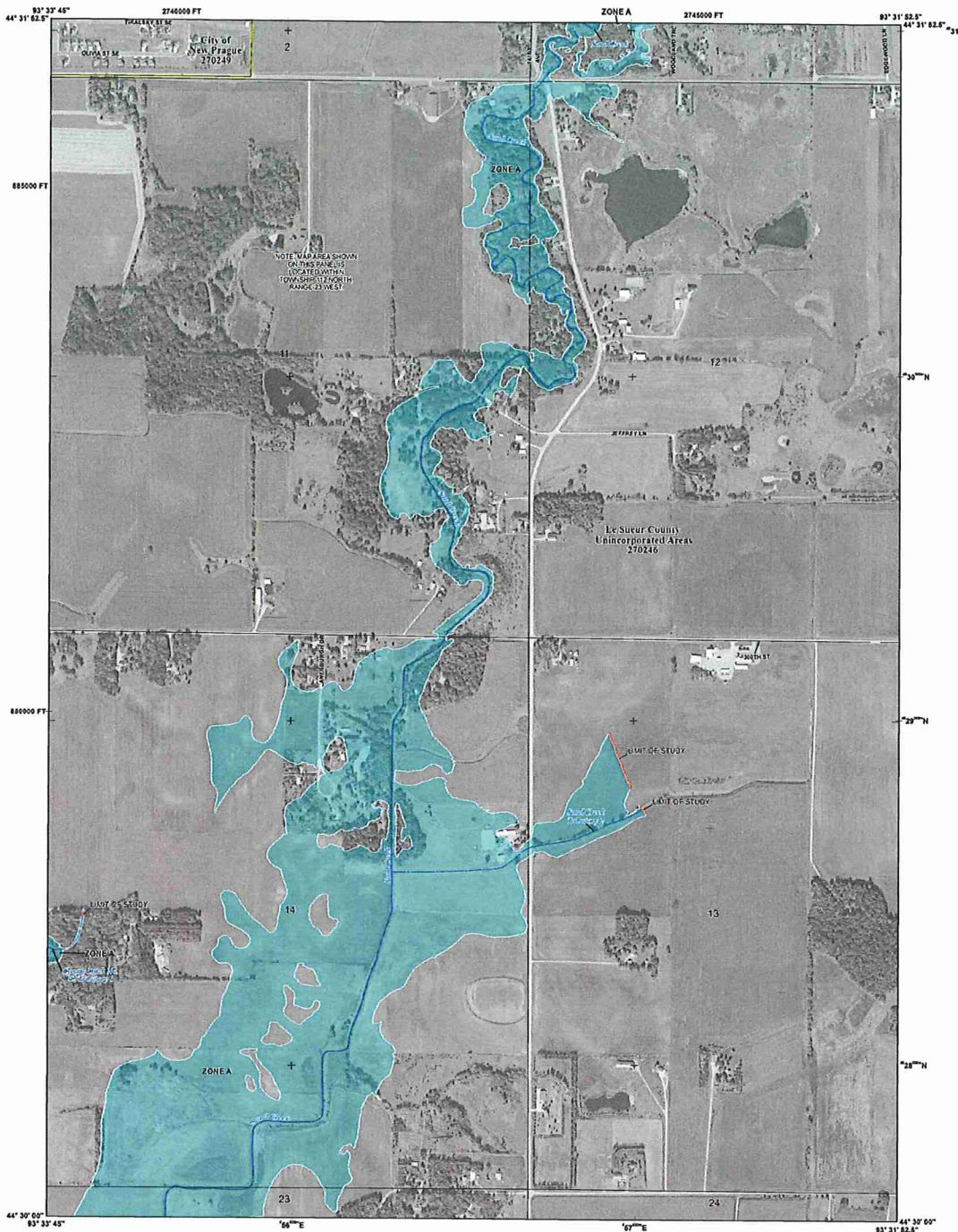


**NATIONAL FLOOD INSURANCE PROGRAM  
 FLOOD INSURANCE RATE MAP  
 LE SUEUR COUNTY, MINNESOTA  
 and Incorporated Areas**

PANEL 89 of 435

Panel Coordinates:  
 COMMUNITY: LE SUEUR COUNTY, NEW PRAGUE, CITY OF  
 NUMBER: 270246  
 PANEL: 0089  
 SUFFIX: E

VERSION NUMBER: 2.6.3.5  
 MAP NUMBER: 27079C0089E  
 MAP REVISED: 11/17/2017



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR PANEL LAYOUT  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone A, X, AP
  - With BFE of Depth Zone AE, AO, AH, VE, AR
  - Regulatory Floodway
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee See Notes, Zone X
  - Area with Flood Risk due to Levee Zone O
- OTHER AREAS OF FLOOD HAZARD**
  - NO SCREEN Area of Minimal Flood Hazard Zone X
  - Area of Undetermined Flood Hazard Zone O
- OTHER AREAS**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
  - Base Flood Elevation Line (BFE)
- OTHER FEATURES**
  - Limit of Study
  - Jurisdiction Boundary

**NOTES TO USERS**

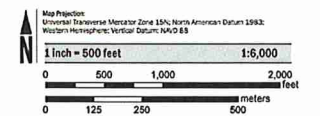
For information and questions about the Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map date for each FIRM panel, how to order products or the National Flood Insurance Program (NFIP), in general, please call the FEMA Mapping and Insurance Center at 1-877-FEMA-1111 (1-877-362-3111) or visit the FEMA Flood Map Service Center website at [msc.fema.gov](http://msc.fema.gov). Available products may include previously issued, latest of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Many of these products can be ordered or obtained directly from the website.

Customers requesting hard-to-adjust FIRM panels must obtain a current copy of the report panel as well as the current FIRM data. These may be ordered directly from the Flood Map Service Center at the number listed above.

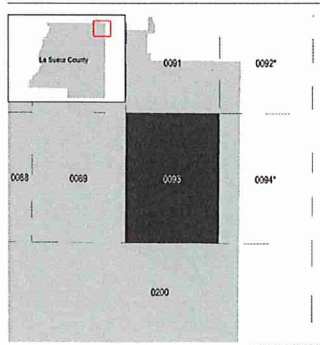
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction. To determine if flood insurance is available in the community contact your insurance agent or call the National Flood Insurance Program at 1-800-438-6623.

Base map information shown on the FIRM was provided in digital format from U.S. Department of Agriculture Imagery Program, dated 2015 and captured at a one-meter ground sample distance and spatial data provided by Minnesota Department of Natural Resources, dated 2017.

**SCALE**



**PANEL LOCATOR**



**NATIONAL FLOOD INSURANCE PROGRAM  
 FLOOD INSURANCE RATE MAP**  
**LE SUEUR COUNTY, MINNESOTA**  
 and Incorporated Areas  
 PANEL 93 of 435

COMMUNITY	NUMBER	PANEL	SUFFIX
LE SUEUR COUNTY	270246	0035	E
NEW PEARLE CITY OF	270245	0033	E











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  
ROBIN PIKAL, FINANCE DIRECTOR  
**SUBJECT:** RESOLUTION AWARDING THE SALE OF \$4,745,000 GENERAL OBLIGATION BONDS,  
SERIES 2024A  
**DATE:** MAY 3, 2024

---

At the meeting on Monday, May 6th, the City Council will be asked to consider adoption of a resolution awarding the sale of \$4,745,000 General Obligation Bonds, Series 2024A.

The Bonds are being sold with the proceeds being used to finance the following:

**SERIES 2024A – (\$4,745,000) G.O. Bonds:** Street and utility improvements:

- Lyndale Ave
- Lexington Ave
- First Street NE
- Second Street NE
- Third St NE
- Sixth St NE
- Sunset Ave NE
- First St SE
- Tenth Ave SE

As background information for this item, the following are included for your review:

**A. Standard & Poors Bond Rating and Official Statement (OS):**

The City applied for an updated credit bond rating for this financing and a copy of the Standard & Poors report is included. S&P Global Ratings has affirmed the City’s “AA” long-term bond rating on the existing GO debt and indicated that the outlook is stable. *Doug Green, Municipal Advisor from Baker Tilly will talk about the rating review on Monday evening.* Due to its large size, a copy of the Official Statement (OS) that was prepared by Baker Tilly is available for review upon request.

**B. Bid Results of Bond Sale:**

Bid results are due by 10:30a.m. on Monday, May 6<sup>th</sup> for this bond issue. A summary of the bid results and low bidder will be provided on Monday evening.

**C. Resolution Awarding the Sale:**

Enclosed for your review is a copy of the resolution awarding the sale of the bond issue. The blank sections on the resolution are pending bid results and will be filled in on Monday afternoon after the bid results are received. A new copy of the resolution will be provided at the meeting Monday evening.

**RECOMMENDATION:**

Staff recommends the approval of the Resolution Awarding the Sale of the General Obligation Bonds, Series 2024A.

# RatingsDirect®

---

**Summary:**  
**New Prague, Minnesota; General  
Obligation**

**Primary Credit Analyst:**  
Charlie G Salmans, Chicago (1) 312-233-7039; charlie.salmans@spglobal.com

**Secondary Contact:**  
Scott Nees, Chicago + 1 (312) 233 7064; scott.nees@spglobal.com

## Table Of Contents

---

- Credit Highlights
- Outlook
- Related Research

Summary:

# New Prague, Minnesota; General Obligation

## Credit Profile

US\$4.745 mil GO bnds ser 2024A due 02/01/2040		
Long Term Rating	AA/Stable	New

## Credit Highlights

- S&P Global Ratings assigned its 'AA' rating to New Prague, Minn.'s \$4.745 million series 2024A general obligation (GO) bonds.
- The outlook is stable.

## Security

The series 2024A bonds are secured by the city's unlimited-tax GO pledge. A portion of the bonds will be payable from special assessments. We rate these bonds based on the GO pledge because the bond provisions supporting the revenue pledge are insufficient to rate pursuant to our criteria. Officials will use proceeds to finance street and related utility improvements and to purchase capital equipment.

## Credit overview

New Prague maintains high reserves and is seeing strong population and market value growth, supported by the city's proximity to the Twin Cities. Its operating results have been generally positive, benefiting from an operating revenue mix consisting mainly of property tax revenue and state aid, which lends stability and predictability to the city's financial performance.

The city drew down its reserves by \$460,000 in fiscal 2023, mainly to purchase a building for a new parks department garage, though management reports that the budget was operationally balanced with an operating surplus of about \$218,000, or 3% of estimated expenditures. Aside from a planned \$95,000 use of reserves for capital in fiscal 2024, management expects an operationally balanced result. Even with these drawdowns, we estimate reserves will remain very strong and in compliance with the city's 50% fund balance policy. The city has no plans to draw down reserves further and we expect finances will remain stable and a key credit strength.

New Prague plans to issue up to \$6 million in GO debt in 2025 for street improvements and up to \$12 million in GO debt in the next couple of years to construct an addition to its fire station to house the police department. Relative to the city's current amount of net direct debt outstanding, this represents a sizable potential increase, though we believe it would be manageable and would likely not put downward pressure on the rating.

The city's proximity to the Twin Cities has fueled population and market value growth of 11% and 60%, respectively, in the last five years. Despite higher mortgage rates, management reports homes still sell quickly. While the city is running out of land ready for development, management notes surrounding land can be annexed to accommodate further growth. We expect New Prague's proximity to the Twin Cities and its strong financial profile, supported by

good management practices, will continue to provide credit stability through at least the two-year outlook horizon. Upside rating potential will largely hinge on sustained improvements in key economic metrics to levels that better align with those of higher-rated peers, along with some moderation in its direct debt burden and carrying charges.

The rating further reflects our view of the city's:

- Growing local economy, but with wealth and income metrics that lag those of higher-rated peers;
- Strong budgeting practices with reserves that we expect will remain very strong and a key credit strength; and
- Good management policies and practices under our Financial Management Assessment, highlighted by monthly budget-to-actual reporting to the city council and an annually updated and rolling capital improvement plan, along with a strong institutional framework score; and
- Weak but rapidly amortizing debt profile, with one series of privately placed debt outstanding that we note has no nonstandard events of default, and modest pension and other postemployment benefits costs.

### Environmental, social, and governance

We view New Prague's environmental, social, and governance factors as neutral in our credit analysis.

## Outlook

The stable outlook reflects our view that the city's very strong reserves, supported by strong budgeting and management practices, and that its growing economy will support credit stability through at least the two-year outlook period.

### Downside scenario

We could take a negative rating action if the city's budgetary performance were to weaken, causing available reserves to fall significantly.

### Upside scenario

We could take a positive rating action if the city's economy strengthens so that per capita income and market value better align with what we typically see among higher-rated peers, and if the debt profile improves.

New Prague, MN -- Key credit metrics				
	Most recent	Historical information		
		2022	2021	2020
<b>Very strong economy</b>				
Projected per capita EBI % of U.S.	112			
Market value per capita (\$)	123,475			
Population		8,892	8,720	8,593
County unemployment rate(%)		2.3		
Market value (\$000)	1,097,943	970,326	845,340	788,204
Ten largest taxpayers % of taxable value	11.7			

**New Prague, MN -- Key credit metrics (cont.)**

	Most recent	Historical information		
		2022	2021	2020
<b>Strong budgetary performance</b>				
Operating fund result % of expenditures		3.1	1.1	7.1
Total governmental fund result % of expenditures		3.5	1.0	(6.5)
<b>Very strong budgetary flexibility</b>				
Available reserves % of operating expenditures		92.9	93.7	92.2
Total available reserves (\$000)		5,180	4,913	4,844
<b>Very strong liquidity</b>				
Total government cash % of governmental fund expenditures		338	231	244
Total government cash % of governmental fund debt service		2,484	1,539	1,513
<b>Strong management</b>				
Financial Management Assessment		Good		
<b>Weak debt &amp; long-term liabilities</b>				
Debt service % of governmental fund expenditures		13.6	15.0	16.1
Net direct debt % of governmental fund revenue		177		
Overall net debt % of market value		4.0		
Direct debt 10-year amortization (%)		66		
Required pension contribution % of governmental fund expenditures		5.8		
OPEB actual contribution % of governmental fund expenditures		0.1		
<b>Strong institutional framework</b>				

EBI--Effective buying income. OPEB--Other postemployment benefits.

## Related Research

- Credit Conditions North America Q3 2022: Credit Headwinds Turn Stormy, June 28, 2022
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.spglobal.com/ratings](http://www.spglobal.com/ratings) for further information. Complete ratings information is available to RatingsDirect subscribers at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.spglobal.com/ratings](http://www.spglobal.com/ratings).

Copyright © 2024 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. Rating-related publications may be published for a variety of reasons that are not necessarily dependent on action by rating committees, including, but not limited to, the publication of a periodic update on a credit rating and related analyses.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw or suspend such acknowledgment at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, [www.spglobal.com/ratings](http://www.spglobal.com/ratings) (free of charge), and [www.ratingsdirect.com](http://www.ratingsdirect.com) (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at [www.spglobal.com/usratingsfees](http://www.spglobal.com/usratingsfees).

STANDARD & POOR'S, S&P and RATINGSDIRECT are registered trademarks of Standard & Poor's Financial Services LLC.

CITY OF NEW PRAGUE

RESOLUTION #24-05-06-02

RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2024A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,745,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on April 1, 2024, the City authorized the issuance and sale of its General Obligation Bonds, Series 2024A (the "Bonds"), to finance (a) the construction of certain assessable public improvements within the City, including street improvements and improvements to the City's water, sanitary sewer, and storm sewer systems (collectively, the "Assessable Improvements") in connection with the City's 2024 street and utility improvement project, pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (the "Improvement Act"); and (b) the acquisition of various items of capital equipment, including golf carts (the "Capital Equipment"), pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 410.32 and 412.301, as amended (the "Capital Equipment Act").

1.02. Award to the Purchaser and Interest Rates. A tabulation of the proposals received in the manner specified in the Terms of Proposal for the Bonds is set forth in EXHIBIT A attached hereto. The proposal of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ \_\_\_\_\_ (par amount of \$ \_\_\_\_\_, [plus original issue premium of \$ \_\_\_\_\_,] [less original issue discount of \$ \_\_\_\_\_,] less underwriter's discount of \$ \_\_\_\_\_), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2026		2034	%
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033			

[ \_\_\_\_\_  
\* Term Bonds]

True interest cost: \_\_\_\_\_ %

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the

Project Fund hereinafter created, as determined by the Finance Director of the City (the “Finance Director”) in consultation with Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (the “Municipal Advisor”). The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator of the City (the “Mayor” and “City Administrator”) are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Improvement Act and the Capital Equipment Act (collectively, the “Act”) in the original aggregate principal amount of \$\_\_\_\_\_, originally dated the date of delivery (currently anticipated to be June 6, 2024), in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	\$	2034	\$
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033			

[ \_\_\_\_\_  
\* *Term Bonds* ]

(a) \$\_\_\_\_\_ of the Bonds (the “Improvements Bonds”), maturing on February 1 in the years and amounts set forth below, will be used to finance the Assessable Improvements:

Year	Amount	Year	Amount
2026	\$	2034	\$
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033			

[ \_\_\_\_\_  
\* *Term Bonds* ]



(b) The remainder of the Bonds in the amount of \$\_\_\_\_\_ (the “Equipment Certificates”), maturing on February 1 in the years and amounts set forth below, will be used to finance the Capital Equipment:

Year	Amount	Year	Amount
2026	\$	2029	\$
2027		2030	
2028			

[ \_\_\_\_\_  
*\* Term Bonds]*

1.05. Optional Redemption. The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

**[TO BE COMPLETED IF TERM BONDS ARE REQUESTED]** 1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20\_\_\_ and February 1, 20\_\_\_ shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 20\_\_\_ Term Bond

Principal Amount

\_\_\_\_\_  
*\* Maturity*

February 1, 20\_\_\_ Term Bond

Principal Amount

\_\_\_\_\_  
*\* Maturity]*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available

for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication; or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2025, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent, and paying agent (the “Registrar” and “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Zions Bancorporation, National Association, Chicago, Illinois, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed, and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges; and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2024A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the “Improvement Bonds Account” and the “Equipment Certificates Account.” Amounts in the Improvement Bonds Account are irrevocably pledged to the Improvement Bonds, and amounts in the Equipment Certificates Account are irrevocably pledged to the Equipment Certificates.

(a) Improvement Bonds Account. Proceeds of special assessments levied or to be levied against property specially benefitted by the Assessable Improvements (the “Assessments”) and ad valorem taxes hereinafter levied for the Assessable Improvements are hereby pledged to the Improvement Bonds Account of the Debt Service Fund. There is hereby appropriated to the Improvement Bonds Account of the Debt Service Fund all investment earnings on amounts in the Improvement Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Improvement Bonds. There is also appropriated to the Improvement Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(b) Equipment Certificates Account. Ad valorem taxes herein levied for the Capital Equipment are hereby pledged to the Equipment Certificates Account of the Debt Service Fund. There is hereby appropriated to the Equipment Certificates Account of the Debt Service Fund all investment earnings on amounts in the Equipment Certificates Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Equipment Certificates Account. There is also appropriated to the Equipment Certificates Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Project Fund. The City hereby creates the General Obligation Bonds, Series 2024A Project Fund (the “Project Fund”). The City will maintain the following accounts in the Project Fund: the “Assessable Improvements Account” and the “Capital Equipment Account.” Amounts in the Improvement Bonds Account are irrevocably pledged to the Improvement Bonds, and amounts in the Equipment Certificates Account are irrevocably pledged to the Equipment Certificates.

(a) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Assessable Improvements, Assessments, and ad valorem taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the

Project Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal of and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account of the Project Fund after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Improvement Act under the direction of the City Council. When the Assessable Improvements are completed and the costs thereof paid, the Assessable Improvements Account of the Project Fund is to be closed and subsequent collections of Assessments and ad valorem taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) Capital Equipment Account. The proceeds of the Equipment Certificates, less the appropriations made in Section 4.01(b) hereof, together with any other funds appropriated for the purchase of the Capital Equipment, will be deposited in the Capital Equipment Account of the Project Fund to be used solely to purchase the Capital Equipment. When the Capital Equipment is purchased and the costs thereof paid, the Capital Equipment Account of the Project Fund is to be closed and any balance therein is to be deposited in the Equipment Certificates Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2025 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and ad valorem taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments and ad valorem taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand, and the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such

general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levy. For the purpose of paying a portion the principal of and interest on the Improvement Bonds and the principal of and interest on the Equipment Certificates, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City (the "Taxes"), which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts set forth in EXHIBIT C attached hereto will be credited to the Improvement Bonds Account and the Equipment Certificates Account of the Debt Service Fund as provided above. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor-Treasurer of Le Sueur County, Minnesota and the County Auditor of Scott County, Minnesota (together, the "County Auditors") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditors will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Debt Service Coverage. It is hereby determined that the estimated collection of Taxes and Assessments levied hereunder will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

4.07. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditors and to obtain the certificates required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds. If an officer whose signature or a facsimile of whose signature appears on any aforementioned certificate or other similar document ceases to be such officer before the delivery of such document, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Administrator, and the Finance Director to this resolution and/or to any certificate authorized to be executed hereunder shall

be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. No Rebate. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2024 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the

Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”), or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will



be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds (or all of any of the Improvement Bonds or Equipment Certificates portions thereof) and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Improvement Bonds or the Equipment Certificates, as the case may be) to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of any of the Improvement Bonds or Equipment Certificates portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

Adopted by the City Council of the City of New Prague on this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Duane Jirik, Mayor

ATTEST:

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

**EXHIBIT A**  
**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTIES OF LE SUEUR AND SCOTT  
CITY OF NEW PRAGUE

GENERAL OBLIGATION BOND  
SERIES 2024A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20____	June 6, 2024	

Registered Owner: Cede & Co.

The City of New Prague, Minnesota, a duly organized and existing municipal corporation in Le Sueur and Scott Counties, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2025, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by Zions Bancorporation, National Association, Chicago, Illinois, as Bond Registrar, Paying Agent, Transfer Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[INSERT TERM BOND SCHEDULES IF APPLICABLE]

This Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_ all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on May 6, 2024 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable public improvements and acquiring items of capital equipment, pursuant to and in full conformity with the

home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, and Sections 410.32 and 412.301, as amended, and the principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by improvements and in part from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of New Prague, Le Sueur and Scott Counties, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: June 6, 2024

**CITY OF NEW PRAGUE, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT  
\_\_\_\_\_  
Custodian \_\_\_\_\_  
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

**EXHIBIT C**  
**TAX LEVY SCHEDULE**

**Tax Levy Schedule for Improvement Bonds**

<u>YEAR *</u>	<u>TAX LEVY</u>
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	

*\* Year tax levy collected.*

**Tax Levy Schedule for Equipment Certificates**

<u>YEAR *</u>	<u>TAX LEVY</u>
2025	
2026	
2027	
2028	
2029	

*\* Year tax levy collected.*



STATE OF MINNESOTA )  
 )  
COUNTIES OF SCOTT & LE SUEUR ) SS.  
 )  
CITY OF NEW PRAGUE )

I, the undersigned, being the duly qualified and acting City Administrator of the City of New Prague, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 6, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2024A, in the original aggregate principal amount of \$4,745,000.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this 6th day of May, 2024.

\_\_\_\_\_  
City Administrator  
City of New Prague, Minnesota

(SEAL)



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

---

---

**MEMORANDUM**

---

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** RESOLUTION APPROVING PURCHASE AGREEMENT FOR 100 3<sup>RD</sup> AVE. NW  
(PID 24.934.1770)  
**DATE:** MAY 3, 2024

---

On April 1, 2024 during a closed session, the City Council authorized staff to negotiate with the property owner of 100 3<sup>rd</sup> Ave. NW (PID 24.934.1770) to purchase the property.

Using this direction from the Council, staff worked with City Attorney Scott Riggs and the seller to put together the attached purchase agreement. This agreement offers \$45,000 for the property.

According to the attached agreement, we will close on the property prior to June 30th. This agreement is a standard template that the City has used in the past for property purchases and includes inspection clauses that the City has been working with the seller to line-up prior to closing.

**Recommendation**

I recommend approval of the attached resolution which approves the Purchase Agreement for 100 3<sup>rd</sup> Ave. NW (PID 24.934.1770) for \$45,000 to close by June 30<sup>th</sup>, 2024.

Taxpayer Information	
Taxpayer Name REGDOB INVESTMENTS INC	
Mailing Address PO 1776 BURNSVILLE, MN 55337	
Property Address	
Address	
City	



Parcel Information	
Uses	234 3A INDUSTRIAL LAND AND BUILDING
Calculated Acres	0.97
Plat	
Lot	
Block	
Legal Description	Section 34 Township 113 Range 023   P/O SW1/4 SW1/4 BOUND ON
Legal Description2	E BY LINE 150' E OF RR, N BY N LINE OF S 30' OF 2 ST, W BY

Building Information					
Building Style	AGLA (Sq Ft)	0	Bedrooms	0	
Year Built	0	Garage Size (Sq Ft)	0	Bathrooms	0.00
Model Desc	Basement Size (Sq Ft)	0	Basement Finish (Sq Ft)	0	

Miscellaneous Information				
School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0721 NEW PRAGUE	1901	N	N	N

Assessor Information				
Estimated Market Value	2024 Values (Payable 2025)	2023 Values (Payable 2024)	Last Sale	
Land	\$45,900.00	\$45,000.00	Date of Sale	01/01/1900
Improvement	\$0.00	\$0.00	Sale Value	\$0.00
Total	\$45,900.00	\$45,000.00		

**CITY OF NEW PRAGUE**

**RESOLUTION NO. 24-05-06-03**

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY**

**WHEREAS**, REGDOB INVESTMENTS, INC., a Nevada corporation (the “Owner”), is the fee owner of a parcel of real property, which is located at 100 3<sup>rd</sup> Avenue NW, New Prague, 56071 and legally described as set forth in Exhibit A (the “Property”); and

**WHEREAS**, the Owner intends to enter into that certain Purchase Agreement, dated May 3rd, 2024 (the “Agreement”), with the City of New Prague, a Minnesota municipal corporation (the “City”), whereby the Owner agrees to sell the Property to the City; and

**WHEREAS**, the City has followed any and all applicable statutory provisions and finds that the purchase of the Property will fulfill the objectives, goals and mission of the City.

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

1. The recitals set forth in the preamble to this Resolution are incorporated into this Resolution as if fully set forth herein.
2. The City hereby approves the Agreement in substantially the form presented to the City on this date and on file with the City Administrator, including the purchase and acquisition of the Property by the City, subject to modifications that do not alter the substance of the transaction and that are approved by the City’s attorney.
3. The Mayor and City Administrator of the City are hereby authorized and directed to execute the Agreement for and on behalf of the City. The Mayor, City Administrator, staff and consultants of the City are hereby further authorized to perform the City’s obligations under the Agreement, and to draft, execute, and deliver any and all documents deemed necessary or convenient to carry out the intentions of this Resolution, including the acquisition of real property contemplated herein.

Adopted by the City Council of the City of New Prague, Minnesota, this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Duane J. Jirik, Mayor

ATTEST:

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

(SEAL)

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

PID No.: 24.934.1770

24-934177-0, 24-934178-0

That part of Southwest Quarter of Section 34, Township 113, Range 23 West of the Fifth Principal Meridian, bounded as follows: On the East by the Easterly line of the 250 foot right of way of the former Minneapolis & St. Louis Railway Company, now the Chicago and North Western Railway Company, being a line drawn parallel with and distant 150 feet Easterly, as measured at right angles, from the center line of the main track of said Railway Company as originally located and established, on the North by the Westerly extension of the North line of the South 30 feet of Second Street, on the West by a line drawn parallel with and distant 8.5 feet Northeasterly, as measured at right angles, from the center line of said Railway Company's most Easterly side track, known as Spur Tracks ICC No. 65 and ICC No. 67, as now located and established, and on the South by the Westerly extension of the North line of the East and West alley in Block 7, of Phillips's Addition, said North line being a line drawn parallel with and distant 165 feet Southerly of the South line of said Second Street. AND That part of Southwest Quarter of the Southwest Quarter of Section 34, Township 113, Range 23 West of the Fifth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of Lot 10 Block 7 in Phillip's Addition to New Prague, being also a point on the North line of the alley in said Block 7; thence Southerly along the West line, and the Southerly extension thereon, of said Block 7, as distance of 225 feet; thence Westerly parallel with the South line of First Street (and the Westerly extension thereof) a distance of 16 feet, more or less, to a point distant 150 feet Easterly, as measured at right angles, from the center line of the main track of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 34, for the point beginning of the parcel of land herein described; thence Southerly parallel with said original main track center line a distance of 365 feet, more or less, to a point on the North line of the South 33 feet of said Section 34; thence Westerly along said North line a distance of 70 feet, more or less, to a point distant 8.5 feet Easterly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis & St. Louis Railway Company) Spur Track ICC No. 67, as said spur track is now located; thence Northerly parallel with said spur track center line a distance of 365 feet, more or less, to a point on a line drawn parallel with the South line, extended, of said First Street, through the point of beginning; thence Easterly along said last described parallel line a distance of 67 feet, more or less, to the point of beginning,

excepting and reserving to the said state, in trust for taxing districts concerned, all minerals and mineral rights, as provided by law.

**PURCHASE AGREEMENT**

New Prague, Minnesota

May 3, 2024

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES AND OBLIGATIONS CONTAINED HEREIN, the City of New Prague, a Minnesota municipal corporation, 118 Central Avenue North, New Prague, Minnesota 56071 ("Buyer") and REGDOB INVESTMENTS, INC., a Nevada corporation ("Seller"), agrees to the following Purchase Agreement ("Agreement").

**THE CONDITIONS AND TERMS OF THIS PURCHASE AGREEMENT INCLUDE THE FOLLOWING:**

- 1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the "Property") located in Scott County, Minnesota, which is legally described on the attached Exhibit A, and located at 100 3<sup>rd</sup> Avenue NW, New Prague, Minnesota (PID No.: 24.934.1770).
- 2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
- 3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by June 15, 2024.
- 4. **PURCHASE PRICE AND TERMS:**
  - A. **PURCHASE PRICE.** The purchase price (the "Purchase Price") for the Property shall be Forty-Five Thousand Dollars (\$45,000.00) payable as follows: Forty-Five Thousand Dollars (\$45,000.00) at Closing by certified check or other immediately available funds.
  - B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:
    - 1. Quit Claim Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
      - a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;
      - b) Easements and restrictions of record which do not interfere with Buyer's intended use of the Property;

- c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.
- 2. Standard form affidavit of Seller prepared by Buyer showing no bankruptcies, judgments or mechanics' liens affecting the Property.
- 3. Certificate that Seller is not a foreign national.
- 4. Abstract or Registered Property Abstract and any duplicate Certificate of Title in Seller's possession to the Property.
- 5. Bill of Sale conveying title to the Buyer for the Personal Property and Fixtures as set forth in Exhibit B.
- 6. If the environmental investigation referenced in paragraph 14 herein discloses the existence of petroleum product or other pollutant, contaminant or other hazardous substance, either (i) a closure letter from the Minnesota Pollution Control Agency (MPCA) or other appropriate regulatory authority that remediation has been completed to the satisfaction of the MPCA or other authority; or (ii) agreement for remediation/indemnification between the parties.
- 7. Well disclosure certificate, if required, or, if there is no well on the Property, the Quit Claim Deed given pursuant to subparagraph a. above must include the following statement: "The Seller certifies that the seller does not know of any wells on the described real property."
- 8. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.
- 9. Certificate of Real Estate Value (CRV).
- 10. Meth Disclosure Statement.
- 11. Seller shall provide, at Seller's expense, UCC and tax lien searches from *the office of the Minnesota Secretary of State in the name of Seller* showing no security interests in Seller's Personal Property and Fixtures. Seller shall pay for all costs of filing all financing statements.
- 12. Such other documents as may be reasonably required by Buyer's title examiner or title insurance company.
- 13. List of all tenants and leases, if any, and the date of termination of all such leases, if any.

- C. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING.** At Closing, Buyer shall deliver the following to Seller:
  - 1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.
  
- 5. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a Quit Claim Deed conveying marketable title to said Property, subject only to the following exceptions:
  - (a) Building and zoning laws, ordinances, state and federal regulations;
  - (b) Reservation of any mineral rights by the State of Minnesota;
  - (c) Utility and drainage easements which do not interfere with existing improvements.
  
- 6. **POSSESSION:** Seller agrees to deliver possession not later than the date of closing.
  
- 7. **COSTS AND PRORATIONS:** Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:
  - A. Deed Tax. Seller shall pay all state deed tax regarding a Quit Claim Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.
  
  - B. Taxes and Assessments. The real estate taxes due and payable in 2024 will be non-homestead classification. The Seller and Buyer agree to prorate as of the date of actual closing all real estate taxes due and payable in 2024, the year of closing. Buyer shall pay the real estate taxes due and payable in the year 2025 and thereafter. Seller shall pay all special assessments due and payable and levied as of the date of closing. Buyer shall pay all special assessments levied on said Property after the date of closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.
  
  - C. Recording Costs. Seller shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.
  
  - D. Closing Costs. Seller and Buyer shall prorate the cost for utilizing the services of a closer or title company to close this transaction.
  
- 8. **SUBDIVISION OF LAND/LEGAL DESCRIPTION TO PROPERTY:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or will be approved for recording as of the date of closing. Both parties understand that all real estate taxes due and payable in the year of closing will need to be paid at closing in order for a parcel or subdivision or lot



split to be recorded.

**9. TITLE EXAMINATION/CURING TITLE DEFECTS:** As soon as reasonably possible after execution of this Agreement by both parties,

A. Seller shall surrender any abstract or registered property abstract of title and a copy of any owner’s title insurance policy for the property, if in Seller’s possession or control, to Buyer or to Buyer’s designated title service provider; and

B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 30 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

**10. DEFAULT:** If the title to the Premises be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and *continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.*

**11. CONTINGENCIES:** This Agreement is subject to the following contingencies:

A. Inspection of Property. This Agreement is contingent upon an inspection and approval of the Property by the Buyer at the Buyer’s expense. Such inspection must be conducted within twenty (20) days of the signing and acceptance of this Agreement by all parties. Seller hereby grants to Buyer, its agents and designated representatives the right to enter upon the Property at reasonable times and from time to time after the date of this Agreement for the purposes of inspecting the Property.

B. Environmental Inspection. This Agreement is contingent upon Buyer approving the environmental condition of the Property not later than twenty (20) days of the signing and acceptance of the Agreement by all parties, pursuant to paragraph 14 of this Agreement.

C. General Inspection. This Agreement is contingent upon Buyer’s inspection of the property disclosing, in the Buyer’s sole discretion, no unsatisfactory conditions, not later than twenty (20) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer’s agents shall have a reasonable right of access to the Property at

reasonable times prior to closing, solely for the purpose of inspecting the Property.

D. Personal Property and Fixtures Inspection. This Agreement is contingent upon Buyer approving Seller's list as set forth in Exhibit B not later than ten (10) days of the signing and acceptance of the Agreement by all parties of the Personal Property and Fixtures which are to be sold to Buyer under this Agreement.

E. Approval of City Council. This Agreement is contingent upon approval of this Agreement by the New Prague City Council, which approval must be obtained by or no later than May 15, 2024.

F. Waiver of Relocation Assistance. Buyer's approval of the Waiver of Relocation Assistance, Services, Payments and Benefits Agreement with Seller.

12. **WELL AND SEPTIC SYSTEM DISCLOSURE:** The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide *water quality test results and/or septic system certification as required by state law or local ordinance.*

13. **OTHER GENERAL AND SPECIAL WARRANTIES:**

A. Right of Access. Seller warrants that there is a right of access to the Property from a public right of way.

B. Mechanic's Liens. Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.

C. Removal of Debris. Seller agrees to remove all debris and all personal property from the Property by the date Buyer takes possession of the Property.

D. Buildings. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.

E. Notices. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.

F. Sewer and Water. Seller warrants that the Property is not connected to city of New Prague sewer and water.

G. Seller Authority. Seller warrants that Seller is the owner of the Property, that Seller has full authority to enter into this Agreement for the sale of the Property, and that there are no other parties who hold any unrecorded interests in the Property.

H. Authority of Seller Signatories. The signatories to this Agreement represent and warrant that he is the Seller or he is the representative of the Seller and that he has the authority to enter into this Agreement on Seller's behalf.

I. Personal Property and Fixtures Warranty. Seller makes no warranty regarding the condition of the personal property and fixtures and is selling the personal property and fixtures equipment as is, consistent with Paragraph 11.D. of this Agreement.

J. Building Plans, Specifications and Surveys. Within ten (10) days after the date hereof, Seller shall deliver to Buyer copies of all building plans, specifications and surveys relative to the Property which Seller has in its possession or subject to its control.

**14. ENVIRONMENTAL INVESTIGATION:**

A. Seller agrees to permit the Buyer to enter the Property for purposes of conducting environmental testing, at the Buyer's expense.

B. Seller agrees to cooperate with Buyer and its consultants in conducting the environmental evaluations and specifically agrees to provide the Buyer with copies of all environmental studies, soil borings, tests, reports and other documents related to the Property and in Seller's possession or control.

C. Seller hereby warrants to Buyer that during the time the Seller has owned the Property there have been no acts or occurrences upon the Property that have caused or could cause impurities in the subsoil or ground water of the Property or other adjacent properties. This warranty shall survive the closing of this transaction.

**15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER:** All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement or any instruments of conveyance, including but not limited to the Quit Claim Deed, delivered at closing, but instead shall survive closing, and the parties shall be bound accordingly.

**16. MAINTENANCE OF PROPERTY PRIOR TO CLOSING:** Until the closing, Seller shall have the full responsibility for the continued maintenance of the Property. Prior to the closing:

- A. Seller shall not cause any new liens, leases, contracts or encumbrances to be created by Seller against the Property;
- B. Seller shall (i) maintain the Property in good repair, (ii) not make, terminate or materially change, amend, modify materially any agreements relating to the Property or other rights, obligations or agreements relating to use, ownership or operation of the Property where such changes, amendments or modifications would increase the Seller's obligations, liability or expenses thereunder, not enter into any commitments for the rental or use of the Premises or any portion thereof, and (iii) not make any substantial alterations or changes to the Property other than ordinary and necessary maintenance repairs without Buyer's prior written approval, which shall not be unreasonably withheld or delayed.
17. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Agreement shall become null and void, at the Buyer's option, and earnest money shall be returned to Buyer. If such an event occurs, Buyer and Seller agree to sign a Cancellation of Purchase Agreement within a reasonable time after such event takes place.
18. **TIME OF ESSENCE:** Time is of the essence in this Agreement.
19. **CLOSING DATE AND LOCATION:** Upon any required approval by the City of New Prague City Council, this Agreement for the sale of the above-described Property shall be closed on or before June 30, 2024, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the offices of the City of New Prague/New Prague City Hall and/or at the offices of a closer at the choosing of the City of New Prague. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.
20. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.
21. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

REGDOB INVESTMENTS, INC.  
15625 Loop Road South  
Burnsville, Minnesota 55306  
Attn: John Bodger

IF TO THE BUYER:

CITY OF NEW PRAGUE  
118 Central Avenue North  
New Prague, Minnesota 56071  
Attn: City Administrator

AND COPY TO:

Scott J. Riggs  
KENNEDY & GRAVEN, CHARTERED  
150 South Fifth Street, Suite 700  
Minneapolis, Minnesota 55402

*Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.*

The delivery of all papers and monies pursuant to this Agreement are to be made at the offices of the City of New Prague, 118 Central Avenue North, New Prague, MN 56071.

- 22. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
- 23. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.
- 24. **NO BROKER INVOLVED.** The Seller and Buyer represent and warrant to each other that there is no broker involved in this transaction with whom either has negotiated or to whom either has agreed to pay a broker commission. Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or

commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.

**25. ENVIRONMENTAL INVESTIGATION:**

A. Seller agrees to permit the Buyer to enter the Property for purposes of conducting environmental testing, at the Buyer's expense; provided however that Buyer shall not be authorized to perform any soil borings without the Seller's prior written consent.

B. Seller agrees to cooperate with Buyer and its consultants in conducting the environmental evaluations, subject to the Seller's right to consent or refuse to consent to soil borings pursuant to paragraph A above, and specifically agrees to provide the Buyer with copies of all environmental studies, soil borings, tests, reports and other documents related to the Property and in Seller's possession or control.

**26. "AS-IS" CONDITION OF PROPERTY:** Except as otherwise specifically provided in this Agreement, the Property is being sold "as-is" without any representations or warranties as to its condition or fitness for the Buyer's intended purposes.

**27. RELEASE OF CLAIMS:** *The Seller and the Seller's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby releases and forever discharges the Buyer, 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, Buyer consideration, execution and performance of this Agreement between the parties.*

**28. CHOICE OF LAW AND VENUE; INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**29. WAIVER OF RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property.

Further, the Buyer and Seller acknowledge that the Seller or any tenants or other persons in possession of the Property other than Seller may be entitled to relocation benefits pursuant to Minnesota Statutes Chapter 117. The Buyer and Seller acknowledge that the Purchase Price for the Property includes payment for any and all relocation benefits. As such, the Seller acknowledges that no relocation benefits are applicable to the Property. Pursuant to Minnesota Statutes Section 117.521, the Seller or any tenants or other persons in possession of the Property other than Seller may voluntarily waive any relocation assistance, services, payments and benefits, for which Seller or any tenants or other persons in possession of the Property other than Seller are eligible under Chapter 117 by signing a waiver agreement specifically describing the type and amounts of relocation assistance, services, payments and benefits for which the Seller or any tenants or other persons in possession of the Property other than Seller are eligible, separately listing those being waived, and stating that the agreement is voluntary and not made under any threat of acquisition by eminent domain by the Buyer. Prior to execution of the waiver agreement by the Seller or any tenants or other persons in possession of the Property other than Seller, the Buyer shall explain the contents of the agreement to the Seller or any tenants or other persons in possession of the Property other than Seller. The Seller or any tenants or other persons in possession of the Property other than Seller have agreed to enter into such an agreement with the Buyer and shall do so prior to closing on the Property. Seller represents and warrants that consistent with this Agreement, no person will be displaced or otherwise entitled to relocation benefits as a result of the sale of the Property. Seller agrees to defend and indemnify the Buyer against any claims made by any third parties for relocation benefits or services.

- 30. **CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
- 31. **ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.
- 32. **CAPTIONS, HEADINGS OR TITLES:** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.
- 33. **RIGHT OF ENTRY:** The Buyer shall be entitled to enter upon the Property for inspection, soil tests and borings, environmental testing and assessments, wetland delineation, general examination of the Property and for surveying Seller's parcel or parcels of land; provided that the Buyer will restore any disturbance to the Property and will hold Seller harmless from and against all damages and liability caused by the Buyer's actions.

- 34. **RUNS WITH THE LAND:** The terms, covenants, indemnities and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
  
- 35. **SPECIFIC PERFORMANCE:** This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement; the parties reserve all other remedies available at law or in equity.
  
- 36. **MEMORANDUM OF PURCHASE AGREEMENT:** At the request of either party, the parties hereto shall execute a Memorandum of Purchase Agreement in recordable form memorializing this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]



**NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

The undersigned, owner of the above Property, does hereby approve the above Agreement and the sale thereby made of the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

**SELLER: REGDOB INVESTMENTS, INC., a Nevada corporation**

By: John Bodger  
John Bodger  
Its: Chief Executive Officer

Dated: May 3, 2024.

The undersigned does hereby approve the above Agreement and agrees to purchase the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

**BUYER: CITY OF NEW PRAGUE**

By: \_\_\_\_\_  
Duane J. Jirik, Mayor

Dated: May \_\_\_\_\_, 2024.

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

Dated: May \_\_\_\_\_, 2024.

This instrument was drafted by:  
KENNEDY & GRAVEN, CHARTERED (SJR)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

EXHIBIT A

LEGAL DESCRIPTION

PID No.: 24.934.1770

24-934177-0, 24-934178-0

That part of Southwest Quarter of Section 34, Township 113, Range 23 West of the Fifth Principal Meridian, bounded as follows: On the East by the Easterly line of the 250 foot right of way of the former Minneapolis & St. Louis Railway Company, now the Chicago and North Western Railway Company, being a line drawn parallel with and distant 150 feet Easterly, as measured at right angles, from the center line of the main track of said Railway Company as originally located and established, on the North by the Westerly extension of the North line of the South 30 feet of Second Street, on the West by a line drawn parallel with and distant 8 5 feet Northeasterly, as measured at right angles, from the center line of said Railway Company's most Easterly side track, known as Spur Tracks ICC No. 65 and ICC No. 67, as now located and established, and on the South by the Westerly extension of the North line of the East and West alley in Block 7, of Phillips's Addition, said North line being a line drawn parallel with and distant 165 feet Southerly of the South line of said Second Street. AND That part of Southwest Quarter of the Southwest Quarter of Section 34, Township 113, Range 23 West of the Fifth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of Lot 10 Block 7 in Phillip's Addition to New Prague, being also a point on the North line of the alley in said Block 7; thence Southerly along the West line, and the Southerly extension thereon, of said Block 7, as distance of 225 feet; thence Westerly parallel with the South line of First Street (and the Westerly extension thereof) a distance of 16 feet, more or less, to a point distant 150 feet Easterly, as measured at right angles, from the center line of the main track of the Minneapolis & St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 34, for the point beginning of the parcel of land herein described; thence Southerly parallel with said original main track center line a distance of 365 feet, more or less, to a point on the North line of the South 33 feet of said Section 34; thence Westerly along said North line a distance of 70 feet, more or less, to a point distant 8 5 feet Easterly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis & St. Louis Railway Company) Spur Track ICC No. 67, as said spur track is now located; thence Northerly parallel with said spur track center line a distance of 365 feet, more or less, to a point on a line drawn parallel with the South line, extended, of said First Street, through the point of beginning; thence Easterly along said last described parallel line a distance of 67 feet, more or less, to the point of beginning.

excepting and reserving to the said state, in trust for taxing districts concerned, all minerals and mineral rights, as provided by law.

**EXHIBIT B**  
**PERSONAL PROPERTY AND FIXTURES**  
**NONE**



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:** POLICE STATION – NEXT STEPS  
**DATE:** MAY 3, 2024

For the last couple years, discussions have been taking place about the police station and what needs to take place as we look to the future. At the March 18<sup>th</sup> meeting, John McNamara from Wold Architects was in attendance to discuss the Schematic Design they had been hired to work on, which resulted in the attached work (Police Facility Schematic Design). With this design, Wold Architects was able to come closer to a design, including exterior aesthetics, interior layout, and a closer estimate on cost.

During this meeting, the Council again asked for numbers on future budgeting estimates. I have worked with Robin Pikal to create a better working document for future budget forecasting, including taking levy, debt, and CIP into account. I have included four different scenarios, chosen because they sit at the ends of the spectrum for what is possible. These scenarios took previously approved documents, such as the CIP, and worked them into future projections. As we move through budgeting processes, these numbers will change. Decisions will be made on operations, equipment, and personnel that will change these numbers. But this is a forward look as to what could happen.

- 1) This is a scenario that looks at levying for all equipment each year as its needed and does not include a police station;
- 2) This scenario still levies for equipment, but adds a police station into the mix;
- 3) The scenario opts to bond for all equipment, and does not have a police station included; and
- 4) This scenario bonds for all equipment, and adds a police station.

Each of these is built out to give a rough idea of what is being considered. During the meeting (5/6), I will discuss these sheets in further detail. Finally, I have included an estimate of what the tax payer will feel due to a new police station at the expected rate.

Another thing asked for by the Council was a short summary of the need for a police station. Working with John McNamara, we summary of the facilities study was put together. That is included in the packet. This takes everything from the Facilities Study and condenses it. Included in that summary is an estimate of the cost of the ambulance garage stalls. The all in impact of the garage stalls is \$500k-\$560k.

The last attachment I have included is the next steps in this process. That is moving to the design phase. Under Wold’s proposal, that would be taking the original budgeted project of \$10m, and backing out a fee of \$420k for design and construction documents. I have included a short letter from John McNamara explaining this.

I believe it is vital that we keep moving this process forward. We started this process in March 2022. The numbers continue to evolve but the discussions have largely been the same. There seems to be an understanding that something needs to happen, but no decision to move forward is made. A recommendation coming out of the facility study is that to build a facility that will not immediately feel too small will cost us \$12.3m. To build too small will leave the City in a position that will almost immediately be trying to figure out how we can expand, but next time, it will be even more expensive.

It is my recommendation that we proceed into the design phase as presented.

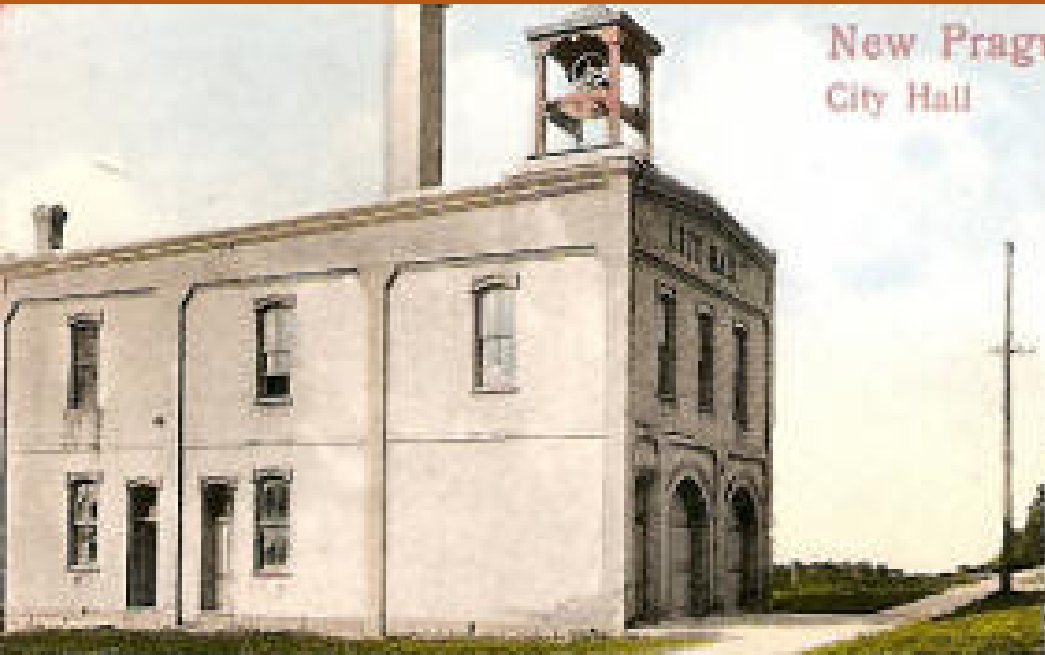
**Recommendation**

I recommend that the City Council approve moving into the Design and Construction Documents phase of the project.

# New Prague

MINNESOTA

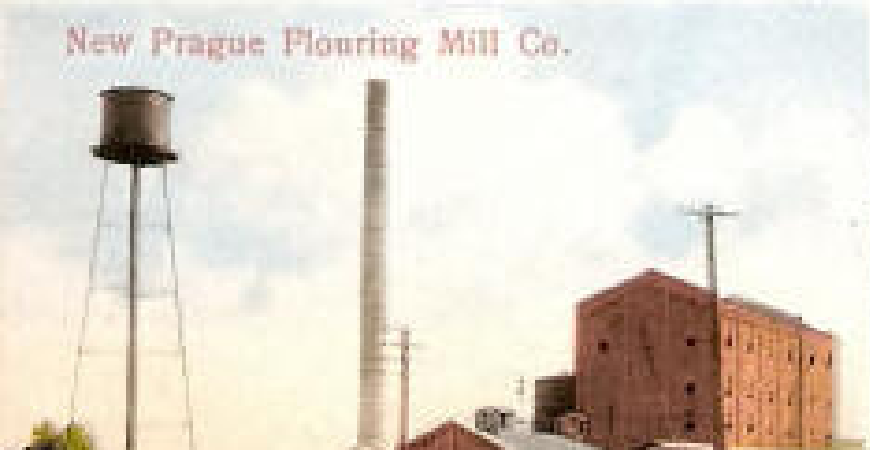
Section 12, Item b.



New Prague, Minn.  
City Hall



Z. C. B. J. Opera House



New Prague Flouring Mill Co.



Main Street looking East

**POLICE FACILITY SCHEMATIC DESIGN**  
Council Schematic Design Update  
March 18, 2024



Agenda

1. Core Group Roles & Responsibilities
2. Design Process
3. Program Verification
4. Schematic Design Diagram
5. Concept Solution
6. Schedule
7. Next Steps



## Core Planning & Stakeholder Process

### 1. Establish Core Planning Group to represent all stakeholders:

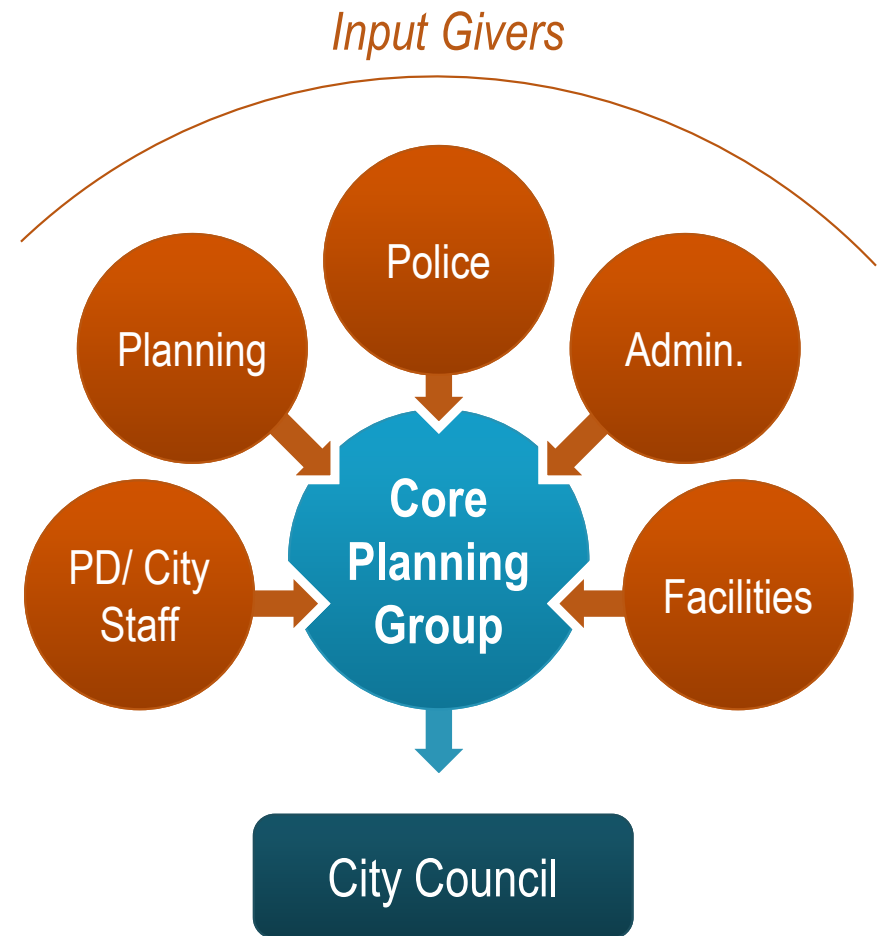
- » High level of collaboration
- » Involve all stakeholders
- » Opportunities for partnership
- » Sets the tone for building consensus

### 2. Develop Agreement on Needs:

- » Establish guiding principles and criteria for measuring success
- » Expectations discussed, included in planning

### 3. Ownership of Decisions:

- » All needs are documented so that final product is what you want







## Architectural/Engineering Design:

- **Schematic Design**
  - Creation of conceptual study drawings that explore spatial relationships, scale, and form.
  - Identification of zoning requirements or jurisdictional restrictions.
- Design Development
- Construction Documents
- Bidding
- Construction (Contract) Administration
- Furniture Design
- Equipment Design



CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Revised Police Program

SPACE NEEDS PROGRAM

City Hall - 118 Central Ave. N. Year Built:		EXISTING SPACE UTILIZATION				SPACE NEEDS - SHORT TERM (2025)			
		FTE	Qty	Size	Total SF	FTE	Qty	Size	Total SF
<b>Gross SF: 24,131 SF</b>									
<b>Police</b>		<b>12</b>				<b>15</b>			
<b>Public Shared Spaces</b>									
	Lobby (w/ City Hall)		1	450	450 SF		1	200	200 SF
	Womens Restroom		1	113	113 SF		1	75	75 SF
	Mens Restroom		1	106	106 SF		1	75	75 SF
	<b>Subtotal Public Shared Spaces</b>				<b>669 SF</b>				<b>350 SF</b>
	Departmental Net to Gross Factor								x 1.40
	<b>Total USF Public Shared Spaces</b>								<b>490 USF</b>
<b>Administration/ Records</b>									
	Chief Office	1	1	135 SF	135 SF	1	1	250 SF	250 SF
	Sergeant Office/ Lieutenant	1	1	90 SF	90 SF	1	1	180 SF	180 SF
	Records - Workstations	2	2	32 SF	64 SF	2	2	49 SF	98 SF
	Records Storage						1	150 SF	150 SF
	<i>Departmental Conference Room</i>						1	150 SF	150 SF
	Copy/Supply Room		1	95 SF	95 SF		1	100 SF	100 SF
	<b>Subtotal Administration/ Records</b>				<b>384 SF</b>				<b>928 SF</b>
	Departmental Net to Gross Factor								x 1.40
	<b>Total USF Administration/ Records</b>								<b>1,480 USF</b>



CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Revised Police Program

<b>Patrol/ Investigations</b>									
	Squad Room ( Patrol, 1 Sgt, 1 Det.)	8	1	495 SF	495 SF				
	<i>Patrol - Workstations</i>					8	8	36 SF	288 SF
	<i>Patrol Sergeant - Office</i>					2	1	120 SF	120 SF
	<i>Investigator - Office</i>					1	1	150 SF	150 SF
	<i>Briefing Room (part of Patrol Area)</i>						1	150 SF	150 SF
	Interview Room (connected to Lobby)		1	90 SF	90 SF		1	100 SF	100 SF
	<i>Reserves/ CSO (w/ Patrol)</i>						2	36 SF	72 SF
	<i>Storage</i>						1	150 SF	150 SF
	<b>Subtotal Patrol/ Investigations</b>				<b>585 SF</b>				<b>1,030 SF</b>
	Departmental Net to Gross Factor								x 1.60
	<b>Total USF Patrol/ Investigations</b>								<b>1,648 USF</b>
<b>Evidence</b>									
	Evidence Room		1	172 SF	172 SF				
	<i>Evidence Prep/ Intake/ Processing</i>						1	150 SF	150 SF
	<i>Evidence Garage/ Impound</i>						1	450 SF	450 SF
	Evidence Storage Room		1	573 SF	573 SF		1	800 SF	800 SF
	<i>Drying Room/ Lab</i>						1	300 SF	300 SF
	<b>Subtotal Evidence</b>				<b>745 SF</b>				<b>1,700 SF</b>
	Departmental Net to Gross Factor								x 1.40
	<b>Total USF Evidence</b>								<b>2,380 SF</b>



CITY OF NEW PRAGUE  
 POLICE FACILITY SCHEMATIC DESIGN  
 Revised Police Program

Staff Support												
	Locker Room/ Toilet			1	140 SF	140 SF						
	Men's Restroom/ Shower			1	102 SF	102 SF						
	Women's Restroom/ Shower			1	102 SF	102 SF						
	<i>Staff Restrooms</i>								2	60 SF	120 SF	
	<i>Men's Locker Room, Showers &amp; Toilet</i>								1	400 SF	400 SF	
	<i>Women's Locker Room, Shower &amp; Toilet</i>								1	200 SF	200 SF	
	<i>Quiet Room/Mothers Room</i>								2	120 SF	240 SF	
	Kitchen			1	108 SF	108 SF			1	150 SF	150 SF	
	Meeting/ Breakroom			1	700 SF	700 SF			1	350 SF	350 SF	
	<i>Fitness/ DT Training</i>								1	1,000 SF	1,000 SF	
	<i>Armory/ Gun Cleaning</i>								1	120 SF	120 SF	
	<i>Duty Bag Storage (included in Circ.)</i>								1	150 SF	150 SF	
	Server Room			1	37 SF	37 SF			1	100 SF	100 SF	
	Archive Storage (lower level)			1	560 SF	560 SF			1	600 SF	600 SF	
	<b>Subtotal Staff Support</b>					<b>1,749 SF</b>					<b>3,430 SF</b>	
	Departmental Net to Gross Factor										x 1.40	
	<b>Total USF Staff Support</b>										<b>4,802 USF</b>	



CITY OF NEW PRAGUE  
 POLICE FACILITY SCHEMATIC DESIGN  
 Revised Police Program

<b>Vehicle Storage</b>											
	Vehicle Storage			5	400 SF	2,000 SF			12	350 SF	4,200 SF
	Tactical Equipment Storage								1	350 SF	350 SF
	<b>Subtotal Vehicle Storage</b>					<b>2,000 SF</b>					<b>4,550 SF</b>
	Departmental Net to Gross Factor										x 1.25
	<b>Total USF Vehicle Storage</b>										<b>5,688 USF</b>
	<b>TOTAL USF POLICE</b>					<b>6,132 USF</b>					<b>16,492 USF</b>
	<b>BUILDING NET TO GROSS FACTOR</b>										x 1.25
	<b>TOTAL GROSS SQUARE FEET</b>					<b>6,600 USF</b>					<b>20,615 USF</b>

**REVISED SHORT-TERM POLICE NEEDS: 20,700 SF**



# CITY OF NEW PRAGUE POLICE FACILITY SCHEMATIC DESIGN

## Public Safety Facility Addition to Fire Station



**1 CONCEPT PLAN**  
 1/16" = 1'-0"  
 0 12' 24'

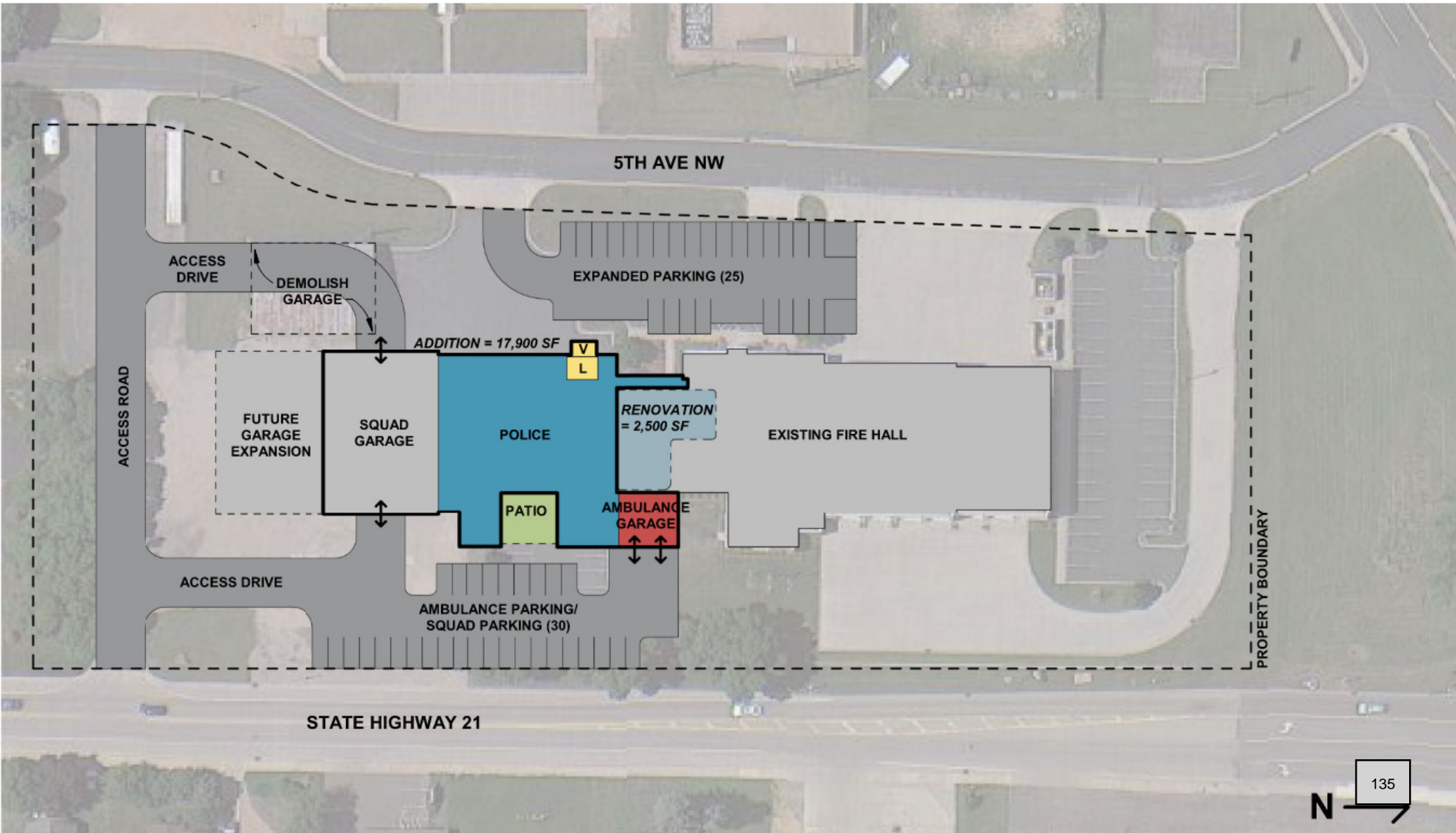
### DEPARTMENT LEGEND

- |                        |             |                       |                               |
|------------------------|-------------|-----------------------|-------------------------------|
| ADMINISTRATION/RECORDS | CIRCULATION | PATROL/INVESTIGATIONS | STAFF SUPPORT                 |
| AMBULANCE              | EVIDENCE    | PUBLIC SHARED SPACES  | VEHICLE STORAGE/BUILDING SUPP |



# CITY OF NEW PRAGUE POLICE FACILITY SCHEMATIC DESIGN

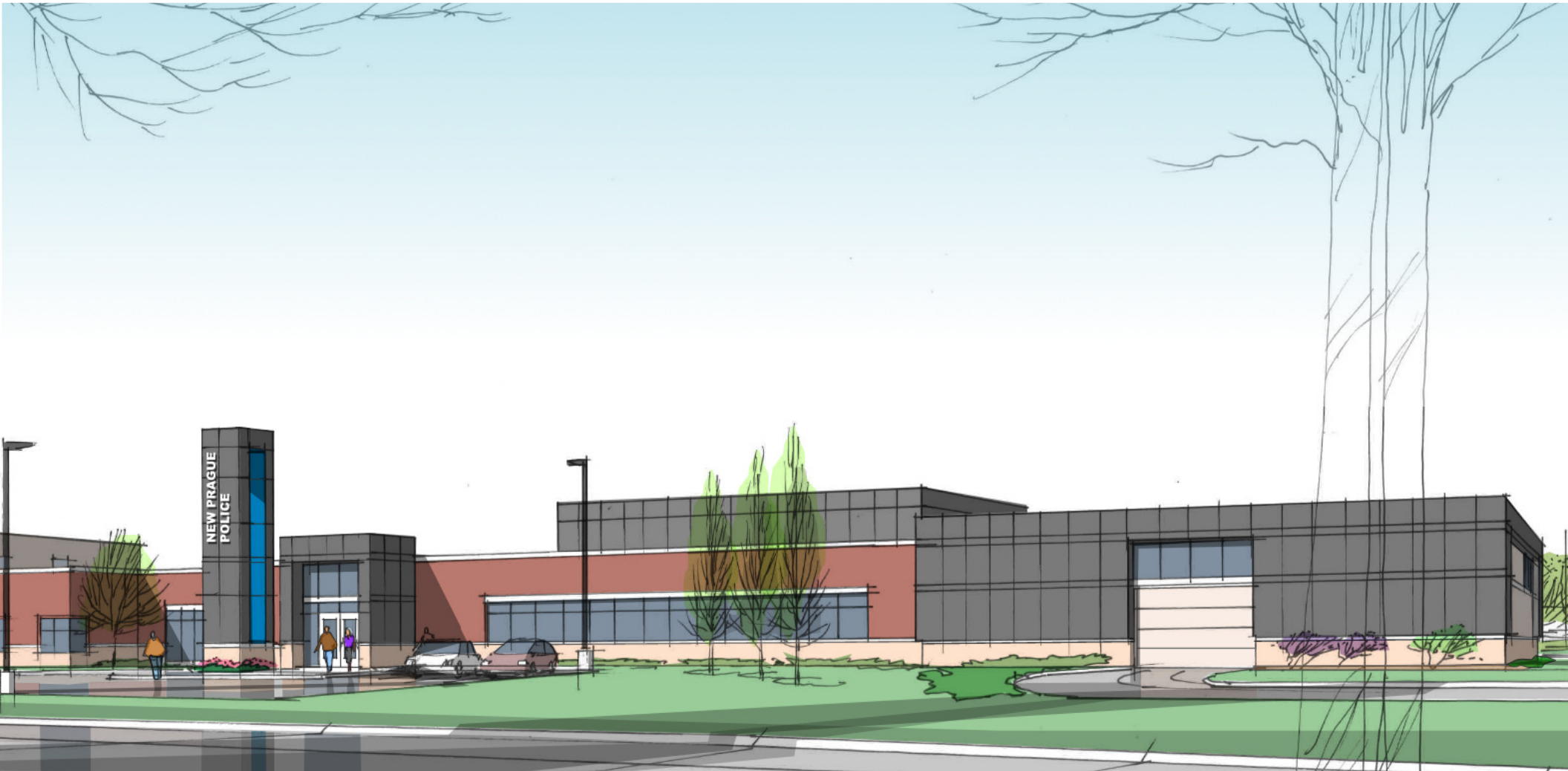
## Public Safety Facility Site Plan





CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Concept Renderings



Concept Sketch (View from 5<sup>th</sup> Ave W)





CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Concept Renderings



Concept Sketch (View from 4<sup>th</sup> Ave. NW/ HWY 1)



CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Budget

PROJECT BUDGET		ORIGINAL BUDGET (11/06/2023)	SD BUDGET (03/06/2024)
<b>CONSTRUCTION</b>			
Police Addition and Renovation			
General Conditions, Permits, Fees, Escalation, Etc.		Incl.	\$ 2,000,000
Civil		Incl.	\$ 1,160,000
Architectural/Structural		Incl.	\$ 4,355,000
Mechanical		Incl.	\$ 1,585,000
Electrical		Incl.	\$ 900,000
<b>SUBTOTAL CONSTRUCTION COSTS</b>		<b>\$ 9,400,000</b>	<b>\$ 10,000,000</b>
<b>FEES, TESTING, MISC. PROJECT COSTS</b>			
Architectural Fees		\$ 658,000	\$ 658,000
Reimbursable Expenses		\$ 24,000	\$ 24,000
Site Surveys		\$ 6,000	\$ 6,000
Geotechnical		\$ 12,000	\$ 12,000
Plan Review/Inspection Fee		\$ 50,000	\$ 60,000
Special Structural Inspections		\$ 25,000	\$ 25,000
Commissioning		\$ 40,000	\$ 40,000
Project Contingency		\$ 940,000	\$ 500,000
<b>SUBTOTAL FEES AND TESTING</b>		<b>\$ 1,755,000</b>	<b>\$ 1,325,000</b>
<b>FURNITURE &amp; EQUIPMENT / TECHNOLOGY COSTS</b>			
Furniture Allowance		\$ 600,000	\$ 600,000
Low Voltage Allowance		\$ 150,000	\$ 150,000
Tech Allowance		\$ 200,000	\$ 200,000
FFE Contingency		\$ 95,000	\$ 95,000
<b>SUBTOTAL FURNITURE &amp; EQUIPMENT</b>		<b>\$ 1,045,000</b>	<b>\$ 1,045,000</b>
<b>TOTAL PROJECT COST</b>		<b>\$ 12,200,000</b>	<b>\$ 12,370,000</b>



CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Schedule

- ~~• Department Meetings: Dec 2023-Jan 2024~~
  - ~~• Core Group Meetings: Dec 2023-Feb 2024 (as needed)~~
  - Estimate: February – March 2024
  - Council Approval: March 2024
- Design Development: April – June 2024
  - Construction Documents : July – September 2024
  - Bidding: October 2024
  - Construction: November 2024 to October 2025

*Pending Approval of Council*



CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Next Steps

1. Council Approval of Schematic Design and Budget
2. Council Approval for Final Design
3. Design Development Meetings with PD



CITY OF NEW PRAGUE  
POLICE FACILITY SCHEMATIC DESIGN

Question?

**QUESTIONS?**

**CITY OF NEW PRAGUE**  
**Estimated Property Tax Levy, 2025 - 2029**  
**Levy for All Equipment**  
**Police Station Estimates Not Included**

	Actual 2021	Actual 2022	Actual 2023	Budget 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028
General Fund Levy	\$3,354,390	\$3,660,878	\$3,728,128	\$3,749,628	\$4,934,510	\$4,712,457	\$5,669,086	\$5,102,178
Debt Service Levy	\$950,000	\$950,000	\$821,283	\$861,725	\$972,193	\$1,109,965	\$1,367,604	\$1,449,227
Police Station (Estimated)						\$0	\$0	\$0
Total Debt Service Levy				\$861,725	\$972,193	\$1,109,965	\$1,367,604	\$1,449,227
EDA Levy	\$50,000	\$50,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Equipment Levy			\$200,217	\$138,275	\$27,807	\$0	\$0	\$0
<b>Total City Tax Levy</b>	<b>\$4,354,390</b>	<b>\$4,660,878</b>	<b>\$4,824,628</b>	<b>\$4,824,628</b>	<b>\$6,009,510</b>	<b>\$5,897,422</b>	<b>\$7,111,690</b>	<b>\$6,626,405</b>
\$ Change from Previous Year	\$50,857	\$306,488	\$163,750	\$0	\$1,184,882	-\$112,088	\$1,214,268	-\$485,286
% Change from Previous Year	1.18%	7.04%	3.51%	0.00%	24.56%	-1.87%	20.59%	-6.82%
5-year Average Change in Total Levy	2.13%	3.14%	3.38%	2.92%	7.26%	6.65%	9.36%	7.29%
Net Tax Capacity	\$8,474,198	\$9,013,027	\$11,115,006	\$11,508,741	\$12,084,178	\$12,688,387	\$13,322,806	\$13,988,947
City Tax Capacity Rate	51.384%	51.713%	43.406%	41.921%	49.730%	46.479%	53.380%	47.369%

\* Net Tax Capacity estimates an increase in tax capacity of 5% per year, starting in 2025  
 \* Debt Service includes estimates of future Infrastructure Improvement Projects. 2025 is estimated at \$4.8m, and then due to less intensive work drop to roughly \$2m per year.  
 \* Equipment Levy is set at \$1m minus the amount levied for Debt Service. Once debt service goes above \$1m, the estimated levy is eliminated and funded in the future will need to be discussed.  
 \* Includes all Equipment Purchases as included in the approved 2024-2033 CIP  
 \* 2027 has a new Fire Truck scheduled, which is currently estimated to be a \$400,000 for the City portion. This has been updated from the previous CIP after conversations with the Fire Chief

**CITY OF NEW PRAGUE**  
**Estimated Property Tax Levy, 2025 - 2029**  
**Levy for All Equipment**  
**Police Station Estimates Included**

	Actual 2021	Actual 2022	Actual 2023	Budget 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029
General Fund Levy	\$3,354,390	\$3,660,878	\$3,728,128	\$3,749,628	\$4,934,510	\$4,712,457	\$5,669,086	\$5,102,178	\$5,533,312
Debt Service Levy	\$950,000	\$950,000	\$821,283	\$861,725	\$972,193	\$1,109,965	\$1,367,604	\$1,449,227	\$1,343,581
Police Station (Estimated)						\$792,000	\$792,000	\$792,000	\$792,000
Total Debt Service Levy				\$861,725	\$972,193	\$1,901,965	\$2,159,604	\$2,241,227	\$2,135,581
EDA Levy	\$50,000	\$50,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Equipment Levy			\$200,217	\$138,275	\$27,807	\$0	\$0	\$0	\$0
Total City Tax Levy	\$4,354,390	\$4,660,878	\$4,824,628	\$4,824,628	\$6,009,510	\$6,689,422	\$7,903,690	\$7,418,405	\$7,743,893
\$ Change from Previous Year	\$50,857	\$306,488	\$163,750	\$0	\$1,184,882	\$679,912	\$1,214,268	-\$485,286	\$325,488
% Change from Previous Year	1.18%	7.04%	3.51%	0.00%	24.56%	11.31%	18.15%	-6.14%	4.39%
5-year Average Change in Total Levy	2.13%	3.14%	3.38%	2.92%	7.26%	9.28%	11.51%	9.58%	10.45%
Net Tax Capacity	\$8,474,198	\$9,013,027	\$11,115,006	\$11,508,741	\$12,084,178	\$12,688,387	\$13,322,806	\$13,988,947	\$14,688,394
City Tax Capacity Rate	51.384%	51.713%	43.406%	41.921%	49.730%	52.721%	59.325%	53.030%	52.721%

\* Net Tax Capacity estimates an increase in tax capacity of 5% per year, starting in 2025

\* Debt Service includes estimates of future Infrastructure Improvement Projects. 2025 is estimated at \$4.8m, and then due to less intensive work, estimates drop to roughly \$2m per year.

\* It is assumed the earliest payments for the police station would not happen until 2026.

\* Equipment Levy is set at \$1m minus the amount levied for Debt Service. Once debt service goes above \$1m, the estimated levy is eliminated. How this is funded in the future will need to be discussed.

\* Includes all Equipment Purchases as included in the approved 2024-2033 CIP

\* 2027 has a new Fire Truck scheduled, which is currently estimated to be a \$400,000 for the City portion. This has been updated from the recently approved CIP after conversations with the Fire Chief

**2025 - 2033 General Fund CIP Schedule  
Bond and Levy Amounts**

Section 12, Item b.

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Building	\$0	\$0	\$11,000	\$35,000	\$0	\$0	\$0	\$15,000	\$0
Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$25,000	\$26,250	\$427,563	\$28,941	\$30,387	\$0	\$0	\$0	\$0
Park Board	\$90,000	\$10,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Parks	\$144,411	\$58,150	\$15,145	\$55,000	\$0	\$146,518	\$30,000	\$15,950	\$236,222
Planning	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Police	\$77,200	\$166,000	\$90,000	\$94,000	\$63,000	\$67,000	\$64,000	\$68,000	\$65,000
Streets	\$291,169	\$156,893	\$496,811	\$17,930	\$312,063	\$0	\$7,500	\$11,500	\$270,260
<b>Totals</b>	<b>\$662,780</b>	<b>\$417,293</b>	<b>\$1,090,519</b>	<b>\$280,871</b>	<b>\$455,450</b>	<b>\$263,518</b>	<b>\$151,500</b>	<b>\$160,450</b>	<b>\$621,482</b>

	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total CIP Levy		\$148,878	\$242,614	\$487,574	\$550,665	\$652,971	\$563,286	\$503,582	\$294,663

2025 CIP	
Loan Amount	\$662,780
Payments	\$148,878

2028 CIP	
Loan Amount	\$280,871
Payments	\$63,091

2031 CIP	
Loan Amount	\$151,500
Payments	\$34,031

2026 CIP	
Loan Amount	\$417,293
Payments	\$93,735

2029 CIP	
Loan Amount	\$455,450
Payments	\$102,306

2032 CIP	
Loan Amount	\$160,450
Payments	\$36,041

2027 CIP	
Loan Amount	\$1,090,519
Payments	\$244,960

2030 CIP	
Loan Amount	\$263,518
Payments	\$59,193

2033 CIP	
Loan Amount	\$621,482
Payments	\$139,602



**CITY OF NEW PRAGUE**  
**Estimated Property Tax Levy, 2025 - 2029**  
**Bond for All Equipment**  
**Police Station Estimates Not Included**

	Actual 2021	Actual 2022	Actual 2023	Budget 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029
General Fund Levy	\$3,354,390	\$3,660,878	\$3,728,128	\$3,749,628	\$4,390,814	\$4,386,424	\$4,627,677	\$4,870,630	\$5,126,338
Debt Service Levy	\$950,000	\$950,000	\$821,283	\$861,725	\$972,193	\$1,109,965	\$1,367,604	\$1,449,227	\$1,343,581
CIP (Equipment)					\$0	\$148,878	\$242,614	\$487,574	\$550,665
Police Station (Estimated)						\$0	\$0	\$0	\$0
Total Debt Service Levy				\$861,725	\$972,193	\$1,258,843	\$1,610,218	\$1,936,801	\$1,894,246
EDA Levy	\$50,000	\$50,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Equipment Levy			\$200,217	\$138,275	\$27,807	\$0	\$0	\$0	\$0
Total City Tax Levy	\$4,354,390	\$4,660,878	\$4,824,628	\$4,824,628	\$5,465,814	\$5,720,267	\$6,312,895	\$6,882,431	\$7,095,584
\$ Change from Previous Year	\$50,857	\$306,488	\$163,750	\$0	\$641,186	\$254,453	\$592,628	\$569,536	\$213,153
% Change from Previous Year	1.18%	7.04%	3.51%	0.00%	13.29%	4.66%	10.36%	9.02%	3.10%
5-year Average Change in Total Levy	2.13%	3.14%	3.38%	2.92%	5.00%	5.70%	6.36%	7.47%	8.08%
Net Tax Capacity	\$8,474,198	\$9,013,027	\$11,115,006	\$11,508,741	\$12,084,178	\$12,688,387	\$13,322,806	\$13,988,947	\$14,688,394
City Tax Capacity Rate	51.384%	51.713%	43.406%	41.921%	45.231%	45.083%	47.384%	49.199%	48.307%

\* Net Tax Capacity estimates an increase in tax capacity of 5% per year, starting in 2025

\* Debt Service includes estimates of future Infrastructure Improvement Projects. 2025 is estimated at \$4.8m, and then due to less intensive work, estimates drop to roughly \$2m per year.

\* With bonded equipment, all equipment is assumed to be paid using five-year certificates at a 4% rate.

\* Equipment Levy is set at \$1m minus the amount levied for Debt Service. Once debt service goes above \$1m, the estimated levy is eliminated. How this is funded in the future will need to be discussed.

\* Includes all Equipment Purchases as included in the approved 2024-2033 CIP

\* 2027 has a new Fire Truck scheduled, which is currently estimated to be a \$400,000 for the City portion. This has been updated from the recently approved CIP after conversations with the Fire Chief

**CITY OF NEW PRAGUE**  
**Estimated Property Tax Levy, 2025 - 2029**  
**Bond for All Equipment**  
**Police Station Estimates Included**

	Actual 2021	Actual 2022	Actual 2023	Budget 2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029
General Fund Levy	\$3,354,390	\$3,660,878	\$3,728,128	\$3,749,628	\$4,390,814	\$4,386,424	\$4,627,677	\$4,870,630	\$5,126,338
Debt Service Levy	\$950,000	\$950,000	\$821,283	\$861,725	\$972,193	\$1,109,965	\$1,367,604	\$1,449,227	\$1,343,581
CIP (Equipment)					\$0	\$148,878	\$242,614	\$487,574	\$550,665
Police Station (Estimated)						\$792,000	\$792,000	\$792,000	\$792,000
Total Debt Service Levy				\$861,725	\$972,193	\$2,050,843	\$2,402,218	\$2,728,801	\$2,686,246
EDA Levy	\$50,000	\$50,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Equipment Levy			\$200,217	\$138,275	\$27,807	\$0	\$0	\$0	\$0
Total City Tax Levy	\$4,354,390	\$4,660,878	\$4,824,628	\$4,824,628	\$5,465,814	\$6,512,267	\$7,104,895	\$7,674,431	\$7,887,584
\$ Change from Previous Year	\$50,857	\$306,488	\$163,750	\$0	\$641,186	\$1,046,453	\$592,628	\$569,536	\$213,153
% Change from Previous Year	1.18%	7.04%	3.51%	0.00%	13.29%	19.15%	9.10%	8.02%	2.78%
5-year Average Change in Total Levy	2.13%	3.14%	3.38%	2.92%	5.00%	8.60%	9.01%	9.91%	10.47%
Net Tax Capacity	\$8,474,198	\$9,013,027	\$11,115,006	\$11,508,741	\$12,084,178	\$12,688,387	\$13,322,806	\$13,988,947	\$14,688,394
City Tax Capacity Rate	51.384%	51.713%	43.406%	41.921%	45.231%	51.325%	53.329%	54.861%	53.699%

\* Net Tax Capacity estimates an increase in tax capacity of 5% per year, starting in 2025  
\* Debt Service includes estimates of future Infrastructure Improvement Projects. 2025 is estimated at \$4.8m, and then due to less intensive work, estimates drop to roughly \$2m per year.  
\* It is assumed the earliest payments for the police station would not happen until 2026.  
\* With bonded equipment, all equipment is assumed to be paid using five-year certificates at a 4% rate.  
\* Equipment Levy is set at \$1m minus the amount levied for Debt Service. Once debt service goes above \$1m, the estimated levy is eliminated. How this is funded in the future will need to be discussed.  
\* Includes all Equipment Purchases as included in the approved 2024-2033 CIP  
\* 2027 has a new Fire Truck scheduled, which is currently estimated to be a \$400,000 for the City portion. This has been updated from the recently approved CIP after conversations with the Fire Chief

**City of New Prague, Minnesota  
Facilities Planning**

	<u>Scenario (04.30.24)</u>	<u>Scenario (09.29.23)</u>	<u>Scenerio (01.23.23)</u>
Project	Addition to Fire Hall for Police Station	Addition to Fire Hall for Police Station	Addition to Fire Hall for Police Station
Year	2026	2025	2025
<b>Par Amount</b>	<b>\$12,370,000</b>	<b>\$12,000,000</b>	<b>\$11,500,000</b>
Repayment Term (Years)	25	25	25
Interest Rate	4.0%	4.0%	4.0%
Annual Payment (Rounded)	<b>\$792,000</b>	<b>\$768,000</b>	<b>\$736,000</b>
<b>LEVY IMPACT</b>	***		
Current Levy (or estimate)	\$5,465,814	\$5,080,295	\$4,660,000
Percent Increase	14%	15%	16%
<b>TAX IMPACT</b>			
Taxable Net Tax Capacity	\$12,084,178	\$11,508,741	\$9,000,000
Current Tax Rate	45.231%	44.143%	51.778%
Tax Rate Increase	<u>6.554%</u>	<u>6.673%</u>	<u>8.178%</u>
New Tax Rate	51.785%	50.816%	59.956%
<b>Residential Market Value</b>			
\$250,000	\$154	\$157	\$192
\$300,000	\$190	\$193	\$237
\$350,000	\$226	\$230	\$282
\$400,000	\$261	\$266	\$326
<b>Commercial Market Value</b>			
\$250,000	\$279	\$284	\$348
\$500,000	\$606	\$617	\$756
\$1,000,000	\$1,262	\$1,285	\$1,574
<b>Apartment Market Value</b>			
\$1,000,000	\$819	\$834	\$1,022

**Capital Improvement Plan Bonds Test (M.S. 475.521)**

Estimated Market Value	\$1,184,274,500	\$1,184,274,500	\$850,000,000
Times 0.16%	\$1,894,839	\$1,894,839	\$1,360,000
Less Series 2013B (2007 Ref) CIP	\$374,000	\$374,000	\$374,000
<b>Max Annual P&amp;I</b>	<b>\$1,520,839</b>	<b>\$1,520,839</b>	<b>\$986,000</b>

*Maximum annual debt service cannot exceed this amount.*

\*\*\* Levy impact estimate based on the 2025 Levy Estimate if the City were to bond for all equipment in 2025



**To:** Joshua Tetzlaff  
**From:** John McNamara  
**Date:** April 17, 2024  
**Comm. No:** 222137

---

**Subject:** Police Facility Design – Addition to the Fire Station

At the City Council Meeting held on March 18, 2024, requests for additional information were received from the Council. One request was for a summary of why this project is needed. The following summary is pulled from information published from the Space Needs Assessment dated 11-6-2023:

**Guiding Principles**

Guiding Principles were developed early in the planning process to guide the outcomes of the Space Needs Assessment. They are as follows:

**Function & Operations:**

- Each Facility solution should accommodate the long-term needs of the departments and encourage efficiency, interaction, and collaboration.
- Solutions need to be adaptable for future changes in operations or growth.
- The Facilities should strive to be safe for staff, but also be open and publicly welcoming.

**Long Term Use:**

- Develop a plan for maintenance and preservation of facilities where appropriate.
- Plan for wise investment in facilities. Consider replacement when reinvestment would not improve operations.

**Financial Resilience:**

- Recommendations should reflect today’s immediate needs and support future growth without starting over.
- Investments should reflect the community's values and be fiscally responsible.

**These Guiding Principles were followed in the development of the Police Facility Design:**

1. The recommended solution is designed to meet the needs of the city for a minimum of 15-20 years and has open ends for future accommodations.
2. The facility solution provides safe space for staff and for the public. The lobby design accommodates private meeting rooms, a safe room and safety material separating the records staff from the public side.





**Accessibility** **Total Cost for Accessibility Items - \$325,000**

- Many handrails do not meet current code.
- Portions of the police station are only accessed by stairs.
- Police toilet rooms do not meet current codes.

**Mechanical Systems** **Total Cost for Mechanical Items - \$350,000**

- The roof top units need to be replaced.
- Water heaters need replacement.
- With any major renovation, sprinklers should be added.

**Electrical Systems** **Total Cost for Electrical Items - \$175,000**

- Replace remaining lighting with LED.
- Replace fire alarm system.

**Total Deferred Maintenance City Hall/ Police** **Approx. \$2.3 million**

**RECOMMENDATIONS**

The Core Planning Group agreed that short term recommendations should focus on the most immediate needs including:

- Invest in a new Police Facility. It is recommended that this be an addition to the Fire Station.
- Provide new space for Parks Storage and Maintenance. A site was recently purchased with two buildings that will serve as the new Parks and Maintenance Facility.

**CURRENT BUDGET (SCHEMATIC DESIGN)**

**ADDITION/ RENOVATION**

General Conditions, Permits, Fees, Escalation, Etc.	\$2,000,000
Site Work	\$1,160,000
Architectural/ Structural	\$4,355,000
Mechanical	\$1,585,000
Electrical	<u>\$ 900,000</u>
Subtotal Construction Costs	\$10,000,000
Fees, Testing, FF&E and Contingency	<u>          x 1.27</u>
<b>Total Project Cost</b>	<b>\$12,370,000</b>

It was also requested to understand what was included in the design for the Ambulance Garage bays. The above numbers include approximately 1,100 sq. ft. of garage for the Ambulance Service, this garage addition adds between \$400,000 and \$450,000 in construction cost. With fees, FF&E and contingency, this has a net impact on the project of \$500,000 to \$560,000.

cc: Jake Wollensak, Wold Architects

May 3, 2024



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

Re: Police Facility Design  
 Commission No. 222137

Dear Josh:

As we complete the current phase of design (Schematic Design), we would like to gain approval to proceed into the final design phases for this project. The next two phases of design would include Design Development and the Construction Documents phases of the work. In summary, these phases would develop the final design and bidding documents for the facility and allow us to get a final construction estimate from our cost estimator. We would also return to council as the design progresses at the end of Design Development and Construction Documents to seek approval to move into the next phase of work. Future phases for bidding and construction would follow once Council approves the project for construction. As outlined in our previous proposal letter, our typical fee structure would assign the following percentages for each phase of the work:

Schematic Design—15% (Complete)  
 Design Development – 20%  
 Construction Documents – 40 %  
 Bidding – 5%  
 Construction Administration – 20%

We are excited to continue with the work we started with you and look forward to helping the City with this important project. For this project that includes both additions and renovations, I propose a fixed fee of 7% of the agreed-on cost of construction. All engineering and consultants are included in our fixed fee.

**Police Facility Addition**

\$10,000,000 (approved construction cost) x 7% = \$700,000 (Total Architectural Fee) x 60%  
 (Design Development and Construction Documents) = \$420,000 Total Architectural Fee.

Reimbursable expenses would be in addition to this fixed fee and are estimated to be around \$15,000 for these phases.

Please call me if you have questions regarding this proposal.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "John McNamara", written over a white background.

John McNamara | AIA, LEED AP  
 Partner

cc: Jake Wollensak, Wold Architects & Engineers  
 Matt Mooney, Wold Architects & Engineers

Wold Architects and Engineers  
 332 Minnesota Street, Suite W2000  
 Saint Paul, MN 55101  
 woldae.com | 651 227 7773

PLANNERS  
 ARCHITECTS  
 ENGINEERS



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:** SICK LEAVE DONATION  
**DATE:** MAY 2<sup>ND</sup>, 2024

---

Over my time in New Prague, we have had a few situations where employees have expressed their desire to help out their co-workers when tragedy strikes, such as a major illness or injury with a spouse or child. In these situations, the employees affected quickly burn through their own accrued leave and their fellow co-workers ask if they'd be able to donate some of their own leave to help.

In 2022, I had staff begin collecting information on what other cities in the area may do in this situation. In total, we received responses from twelve cities, some smaller than New Prague, others larger. Using information from other cities, and working with Kennedy & Graven, the attached language was drafted to create a Sick Leave Donation Bank. The proposed sick leave donation language allows staff to be supported by their co-workers during a time of economic hardship due to a medical or family emergency once all of their paid leave bank has been exhausted.

**Recommendation**

Staff recommend approval of the addition of Sick Leave Donation to the Personnel Policy Handbook.



## SICK LEAVE DONATION

The purpose of sick leave donation is to assist employees who face economic hardship due to a medical or family emergency that requires an employee's absence from the workplace. Full-time, regular city employees may voluntarily donate up to 5 days (40 hours) of accrued sick leave to the sick leave bank annually. Donating to the sick leave bank is voluntary. Donations will be accounted for on the basis of an hour of leave donated equals an hour received, regardless of the pay rates of the donor and the recipient. To donate sick leave, a request form must be submitted to Human Resources (we would need to create the form). Donations are irrevocable, and the donor forfeits the right to any amount of donated leave, regardless of how much of the leave donated to the sick leave bank is used.

The donor is solely responsible for any tax consequences arising from his/her donation to the sick leave bank, and while the parties do not intend that donations are taxed or subject to payroll withholdings or deductions, donors hold the City harmless from any liability whatsoever related to the employee's donation to the sick leave bank.

## SICK LEAVE BANK USE REQUEST

If an employee has an event as identified herein, if all their paid leave has been exhausted and with approval of the City Administrator, the leave donation program may provide up to 160 sick hours to the impacted employee.

Donated sick time is available to be used for an employee who is eligible to use accrued sick time and has a personal illness or injury or for a family related leave of absence for a spouse, sponsored adult dependent, parent, child or child of a sponsored adult dependent living in the employee's household. For purposes of this policy, an "illness or injury" is defined as a medical condition which qualifies an employee to be placed on an official continuous FMLA leave of absence and is documented by the attending physician. A "sponsored adult dependent" is defined as someone who is not a relative of the employee, is at least 19 years of age, shares a primary residence and has lived with the employee not as a renter, boarder, tenant or employee for at least 12 months. Donated sick time may also be available for extraordinary circumstances that may or may not be health related. An employee is not eligible for donated sick time if eligible for either short or long term disability benefits.

Donated leave may only be used by the recipient for loss of scheduled work hours. The recipient will not accrue any additional paid leave benefits using donated leave. Donated leave cannot be used for severance pay, paid out in the form of cash, or used in any other manner than as stated in this policy. A recipient of donated leave is not expected to repay the donated leave.

An employee's request to receive donated leave must be in writing and submitted to the City Administrator or designee. The City Administrator retains the right to approve or deny any request based on their determination of whether the recipient is eligible under the terms of this policy and whether granting the request would be in the best interests of the City.

# UTILITIES COMMISSION MEETING MINUTES

## City of New Prague

Monday, January 29, 2024 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, January 29, 2024, at 3:29 p.m.

Commissioners present: Dan Bishop, Dick Jordan, Tom Ewert, and Bruce Wolf

Commissioners absent: Paul Busch

Staff present: GM Bruce Reimers, EOS Ken Zweber, and Finance Director Robin Pikal

**2. APPROVAL OF AGENDA**

Motion made by Commissioner Jordan, seconded by Commissioner Ewert to approve the agenda. Motion carried (4-0).

**3. APPROVAL OF MINUTES**

a. December 27, 2023, Utilities Meeting Minutes

Motion made by Commissioner Ewert, seconded by Commissioner Jordan, to approve the December minutes. Motion carried (4-0).

**4. UTILITY AND SMMPA BILLS**

a. Approval of accounts payable in the amount of **\$1,076,848.82** and the SMMPA billing of **\$523,375.89**.

Motion made by Commissioner Jordan, seconded by Commissioner Ewert, to approve the SMMPA and utility bills. Motion carried (4-0).

**5. FINANCIAL REPORTS**

a. Investment Report

b. Financial Report

c. Water and Kilowatt Hours Sales

Motion made by Commissioner Ewert and seconded by Commissioner Wolf to approve the financial reports as presented. Motion carried (4-0).

**6. APPROVAL OF 2023 PROPOSED WRITE-OFF'S**

a. Water

Motion made by Commissioner Bishop, seconded by Commissioner Jordan, to approve the 2023 bad debt write-off's for the water department in the amount of \$.10. Motion carried (4-0).

**7. ADOPTING THE NEW PRAGUE UTILITY COMMISSION'S DISTRIBUTED ENERGY RESOURCE INTERCONNECTION PROCESS AND AVERAGE RETAIL UTILITY ENERGY RATE**

a. Schedule 1 & Schedule 2

Motion made by Commissioner Ewert, seconded by Commissioner Wolf, approving the 2024 distributed energy average retail energy rates. Motion carried (4-0).

**8. APPROVAL OF 2024 WATER CAPITAL EQUIPMENT EXPENDITURE**

- a. Chevrolet Silverado 3500

GM Reimers reviewed the budgeted equipment replacement schedule for the water department and recommended the Commission except the bid from Jeff Belzer's in the amount of \$47,070 for the purchase of a 2024 Chevrolet 3500 truck. Motion made by Commissioner Wolf, seconded by Commissioner Jordan, to accept the bid. Motion carried (4-0).

**9. APPROVAL OF OFFICIAL CITY DEPOSITORIES**

- a. First Bank & Trust of New Prague, Minnwest of New Prague, Wells Fargo Bank N.A. of New Prague, Wells Fargo Advisors of New Prague, and Minnesota Municipal Money Market Fund (4M Fund)

Motion made by Commissioner Ewert and seconded by Commissioner Jordan to approve the depositories as presented. Motion carried (4-0).

**10. APPROVAL OF OFFICIAL NEWSPAPER**

- a. New Prague Times

Motion made by Commissioner Wolf, seconded by Commissioner Ewert, approving the New Prague Times as the official newspaper. Motion carried (4-0).

**11. ELECTION OF UTILITIES COMMISSION OFFICERS**

- a. President/Chairman
- b. Vice President
- c. Secretary
- d. Treasurer

Motion made by Commissioner Wolf, seconded by Commissioner Ewert, to keep the Commission officers the same in 2024, with Dan Bishop as President, Dick Jordan as Vice President, Paul Busch as Treasurer, and GM Reimers taking care of the secretary duties. Motion carried (4-0).

**12. PROFESSIONAL SERVICES WATER MODELING STUDY**

- a. Bolton & Menk

GM Reimers reviewed a proposal by Bolton & Menk for a professional services water modeling study that will provide information on what will be needed as the city grows or if there are current deficiencies that will need to be addressed in the coming years. A motion was made by Commissioner Ewert and seconded by Commissioner Jordan approving the professional services study in the amount of \$29,826. Motion carried (4-0).

**13. SMMPA BOARD OF DIRECTORS MEETING**

- a. December 13, 2023

Information only; no action needed.

**14. GENERAL MANAGER'S REPORT**

GM Reimers reported on the following:

- Water department staff have been working with the contractor that replaced water mains on 10<sup>th</sup> Ave to try to find the source of a leak at the intersection of 10<sup>th</sup> Ave and 3<sup>rd</sup> St. No leak was found and staff will continue to monitor the area. GM Reimers informed the commission that the work performed is under warranty for one year.
- Electric department staff have been working with the engineering firm DGR to develop a feasibility study to add more generation capacity to the utilities generation fleet.

**15. OTHER BUSINESS**

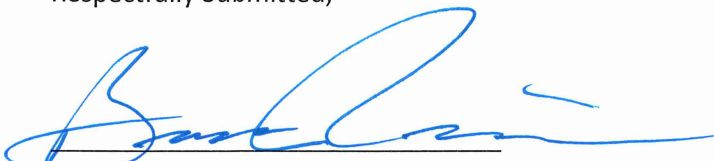
Commissioner Jordan thanked staff for information that was provided to him to help a customer better understand the lead and copper testing that the city has been doing in conjunction with the Minnesota Department of Health.

**16. ADJOURNMENT**

Motion made by Commissioner Jordan, seconded by Commissioner Ewert to adjourn the January 29, 2024, meeting at 4:41 p.m. Motion carried (4-0).

**NEXT COMMISSION MEETING – Monday, February 26, 2024**

Respectfully Submitted,



Bruce Reimers  
General Manager



# UTILITIES COMMISSION MEETING MINUTES

## City of New Prague

Monday, March 25, 2024 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, March 25, 2024, at 3:30 p.m.

Commissioners present: Dan Bishop, Dick Jordan, Tom Ewert, Paul Busch, and Bruce Wolf  
Staff present: GM Bruce Reimers, EOS Ken Zweber, and Finance Director Robin Pikal

**2. APPROVAL OF AGENDA**

Motion made by Commissioner Jordan, seconded by Commissioner Busch, to approve the agenda as presented. Motion carried (5-0).

**3. APPROVAL OF MINUTES**

- a. February 26, 2024, Utilities Meeting Minutes  
Motion made by Commissioner Jordan, seconded by Commissioner Ewert, to approve the February minutes. Motion carried (5-0).

**4. UTILITY AND SMMPA BILLS**

- a. Approval of accounts payable in the amount of **\$120,933.79** and the SMMPA billing of **\$458,820.82**.  
Motion made by Commissioner Ewert, seconded by Commissioner Busch, to approve the SMMPA and utility bills. Motion carried (5-0).

**5. FINANCIAL REPORTS**

- a. Investment Report
- b. Financial Report
- c. Water and Kilowatt Hours Sales  
Motion made by Commissioner Wolf, seconded by Commissioner Jordan, to approve the financial reports as presented. Motion carried (5-0).

**6. STAFF ASSIGNMENT CHANGE**

- a. Interim Water Supervisor  
GM Reimers asked that the commission approve the assignment of Travis Scheffler as Interim Water Department Supervisor. GM Reimers stated that Travis Scheffler has required qualifications and licenses to perform the duties of the position and is the most qualified of the water department staff to carry out the duties as supervisor of the department. A motion was made by Commissioner Wolf and seconded by Commissioner Jordan approve the assignment change. Motion carried (5-0).

**7. SMMPA BOARD OF DIRECTORS MEETING**

a. February 14, 2024

GM Reimers informed the commission that the SMMPA Board approved the payment allowances for the new generation quick start program and that he will be sharing more information with the commission on the possibility of New Prague adding additional generation in the coming months.

**8. GENERAL MANAGER'S REPORT**

GM Reimers reported on the following:

- New Prague Utilities has received the RP3 award from the American Public Power Association. This award is in recognition for meeting the standards set forth by the association in Reliability, Safety and Workforce Development, and System Improvement. Only 271 public power utilities out of over 2,000 public utilities received the award.
- All departments have been working on winter maintenance projects in preparation for the busy summer schedule that is fast approaching due to a mild winter.

**9. OTHER BUSINESS**

Commissioner Jordan announced that he will not be seeking another term and will hang up his commissioner hat after serving 17 years on the Utilities Commission.

**10. ADJOURNMENT**

Motion made by Commissioner Jordan, seconded by Commissioner Ewert, to adjourn the March 25, 2024, meeting at 4:10 p.m. Motion carried (5-0).

**NEXT COMMISSION MEETING – Monday, April 29, 2024**

Respectfully Submitted,

---

Bruce Reimers  
General Manager

**Meeting Minutes**  
**New Prague Planning Commission**  
**Wednesday, January 24, 2024**

**1. Call Meeting to Order**

The meeting was called to order at 6:30 p.m. by Vice Chair Brandon Pike with the following members present Jason Bentson and Ann Gengel. Absent were Shawn Ryan and Dan Meyer.

City Staff Present: Ken Ondich – Planning / Community Development Director, and Kyra Chapman – Planner

**2. Approval of Meeting Minutes**  
**A. November 15th, 2023 Regular Meeting**

A motion was made by Bentson seconded by Gengel to approve the November 15th regular meeting minutes. Motion carried (3-0).

**3. OLD BUSINESS**

**A. None.**

**4. NEW BUSINESS**

**A. Planning Commissioner Training**

Planning Director Ondich stated that in previous years the League of Minnesota Cities offered 3–4-hour trainings for Planning Commissioners. The League of Minnesota Cities no longer offers this program. As a substitute, staff will briefly go over the open meeting law, 60 day rule, conditional use permits, and variances. Under state statute, the City may adopt comprehensive plans, approve variances, and zone property. The Planning Commission is advisory to the City Council. New Prague’s Planning Commission is unique in that it does not act as the City’s Board of Appeals and Adjustments. The reason for this is that the City Council historically wanted more authority in situations where land use decisions were appealed. In other words, the Planning Commission only makes recommendations to the City Council.

Planning Director Ondich explained that the Planning Commission must make decisions from the Comprehensive Plan, state statutes, zoning, and subdivision ordinances. As a general rule, a land use decision by the City will be upheld by a court if it is found to be reasonable under the circumstances. Courts give greater discretion to the City on Comprehensive Plans and zoning. Courts give less deference to the City when it comes to conditional and interim use permits, variances, site plans, and plats.

Planning Director Ondich mentioned that during the Planning Commission meetings, a common argument made by applicants are “if you make this decision, you will be setting a ‘precedent’.” Planning Commission always looks at each case by its own merits. The 60-day rule requires cities to review zoning applications (variances, CUPs, site plans) within 60 days. If the City does not approve or deny the application by that time, the application is automatically approved. The City may extend the deadline up to a maximum of an additional 60 days without applicant approval. If the City denies the application, there must be clearly written reasons. If the application is incomplete, staff must inform the applicant within 15 days of receiving the application.

Pike inquired if the 60 Day Rule is a law or a rule.

Planning Director Ondich replied that it is a state law.

Planning Director Ondich stated that staff will try to offer these refreshers and make an updated PowerPoint next year so that it can be presented yearly. These refreshers will likely occur in June when new Planning Commissioners take office.

Planning Director Ondich discussed the open meeting law. The Planning Commission meetings are open to the public. If a meeting occurs when a quorum, or more, meets to discuss Planning Commission topics, even if a decision is not made. E-mail conversations can also be considered meetings if there is a quorum, therefore, violating the open meeting law. Consequences of violation include loss of office, monetary, penalties, and possible attorney fees.

**B. Comprehensive Plan Update – Review Future Land Use Map and Mobility Map**

Planning Director Ondich explained that some changes have been made to the Future Land Use Map. More medium density residential and high-density residential areas have been added to the map. This will provide more multi-family housing options. As of right now, New Prague has two available vacant lots zoned high-density residential. One is near Raven Stream Elementary School and another is south of Walgreens. As it is currently written in New Prague’s zoning ordinance, single family homes may be built in medium density residential district. As a result, many developers have constructed single family homes in this district, providing less opportunities or spaces for medium density housing. Staff have heard from businesses and the school district that we need a wider variety of housing options. There hasn’t been a market rate apartment constructed in New Prague since the 1990s.

Planning Director Ondich also noted on the Future Land Use map that on the west side of town, there is an area zoned as commercial land. In 2004, it was believed that the west side of town would become the new commercial district. However, the west side doesn’t have nearly as much traffic as the east side. The map also includes possible industrial land near the proposed athletic complex. Adjacent land to the City’s existing industrial land is owned



largely by one owner. Creating a new potential industrial district would reduce the owner's selling power.

Planning Director Ondich displayed the Mobility Map and explained that sidewalks will be added along 2<sup>nd</sup> St NE, Pershing Ave N, and Lexington. The City will install a sidewalk on one side of these streets during reconstruction projects. The City has largely been adding sidewalks east of Columbus Ave. Most of the sidewalk development projects are complete as related to road reconstruction projects.

Gengel asked how the Steering Committee meetings are coming along.

Pike responded that it's difficult to schedule meetings but once people are together, everyone is very communicative. There are a lot of diverse voices during these meetings since representatives from the Council, Park Board, EDA, and School District are present.

Gengel inquired on how the EDA is involved with the Steering Committee.

Pike explained that topics with the EDA eventually come back to land use such as employment and housing. The EDA wants a diverse and healthy economy.

Planning Director Ondich elaborated that many employees of local businesses cannot afford to live in New Prague. That's where housing options come into play.

Planning Director Ondich stated that the City Council approved the MSA to conduct the small area plan of City Center. It will likely take approximately 3-5 months to complete and will require board representatives to sit on a Steering Committee. The small area plan will connect to the Comprehensive Plan and consider the POPS facility. The small area plan will determine if the whole area will be redeveloped, become a park, or include multi-housing.

## 5. Miscellaneous

### A. Monthly Business Updates (December and January)

Planning Director Ondich introduced the monthly business updates for December and January. The City Council approved 2 If By Sea Tactical's shooting range conditional use permit. A new commercial office building is being constructed at 1305 1<sup>st</sup> Street NE. The Mayo Clinic Health System just announced a \$9 million investment in oncology/infusion services. At the end of 2023, 330 reroofing and residing permits were issued.

Bentson inquired about the progress of the Rusty Spoke.

Planning Director Ondich stated that almost all the interior alterations are complete. The owner may likely apply for a liquor license soon.

**6. Adjournment**

A motion was made by Pike, seconded by Gengel, to adjourn the meeting at 7:24 pm. Motion carried (3-0).

Respectfully submitted,



Kyra J. Chapman  
Planner



# ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

## City of New Prague

Wednesday, March 13, 2024 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

### 1. CALL TO ORDER

The meeting was called to order at 7:34 a.m. by Vice Chair Troy Pint with the following members present: Troy Pint, Eric Krogman, Austin Reville, and Bruce Wolf.

Absent: Duane Jirik, Nick Slavik, and Brent Quast

City staff present: City Administrator Josh Tetzlaff and Planning/Community Development Director Ken Ondich

Others present: Jo Foust – Scott County CDA Business and Community Development Director

### 2. CONSENT AGENDA

a. February 14, 2024, EDA Meeting Minutes

b. Claims for Payment: **\$174.90**

Motion made by Krogman, seconded by Reville, to approve. All voted in favor. Motion carried (4-0).

### 3. FUTURE EDA ENDEAVORS

a. March 13, 2024

Tetzlaff provided the update noting that discussion will really get going once the Comprehensive Plan update is completed, but that the Comprehensive Plan is on hold for a month or two while the Sanitary Sewer study and Small Area Plan for City Center are completed.

### 4. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM

Jo Foust from the Scott County CDA noted that five BR&E visits have occurred since the last EDA meeting. The visits were held with Busch Bros., MVE Biological Solutions, Brick's Boatworks, Appointments USA, and Autowash Systems Inc. She also noted that five more visits are scheduled.

### 5. BUSINESS UPDATES

a. March 2024

Ondich provided the monthly business update.

### 6. CDA UPDATE

Foust stated that two of the four CDA Community Land Trust Homes have sold and the other two are pending. She also noted that they have a new "Career Lift" program for post-secondary education and training which was funded as part of the State's "Drive for Five" program to help low income and underemployed gain higher paying jobs.

### 7. SCHOOL DISTRICT UPDATE

None.

**8. EDA SUMMARY REPORT**

a. 2023

Tetzlaff presented and the EDA asked if the information would be presented to the City Council. It was confirmed it would be.

**9. EXECUTIVE DIRECTORS REPORT**

Tetzlaff shared that Scott Equipment is holding a groundbreaking at 11:00 a.m. on March 19, 2024, for their new building.

**10. MISCELLANEOUS**

a. MCPP March Usage Report

The City has already utilized its allotted program funds.

Tetzlaff provided an update on the Post Office taking comment on a possible relocation of the post office.

**11. ADJOURNMENT**

Motion made by Reville, seconded by Pint, to adjourn the meeting at 8:24 a.m. All voted in favor. Motion carried (4-0).

Respectfully Submitted,



Joshua M. Tetzlaff  
City Administrator / EDA Executive Director



# MEETING MINUTES

## New Prague Golf Board

On site, New Prague Golf Club  
Tuesday, January 23<sup>rd</sup>, 2024

The meeting was called to order at 7:02pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner (via phone), Bob Cunniff, Adam Gill, Rich Carlson, and Councilmember Shawn Ryan. Board Members Adam Brister and Jen Berglund were unable to attend. Also present: GPE Owner/Manager Kurt Ruehling.

- **Approval of November 27<sup>th</sup>, 2023 Meeting Minutes:**
  - A motion to approve November 27<sup>th</sup>, 2023 Meeting Minutes was made by Ryan, seconded by Carlson. Motion carried (5-0)
- **Approval of December 19<sup>th</sup>, 2023, Meeting Minutes:**
  - Meeting was cancelled due to a lack of Quorum, no minutes
- **November Claims for Payment (\$25,340.09):**
  - A motion to approve the Claims for Payment was made by Gill, seconded by Cunniff. Motion carried (5-0)
- **Review Monthly Income Statement and Balance Sheet (November 2023):**
  - Ryan expressed the importance of checking current rates/charges for services...ex: Tap Line cleaning, Air & Pest Control...etc
  - A motion to approve the Claims for Payment was made by Gill, seconded by Cunniff. Motion carried (5-0)
- **December Claims for Payment (88,029.87):**
  - A motion to approve the Claims for Payment was made by Cunniff, seconded by Carlson. Motion carried (5-0)
- **Review Monthly Income Statement and Balance Sheet (December 2023)**
  - Gardner reminded staff to stay aware of expenses!
  - A motion to approve the Claims for Payment was made by Gill, seconded by Carlson. Motion carried (5-0)
- **Capital Equipment Report**
  - Ruehling is in the process of ordering the new cart fleet. The Utility Vehicles that were requested have not been approved. Reason for not approving the Utility Vehicles is they did not appear on a document the City was using. Ruehling will work with Superintendent Jeff Pint to update the document, so the Club and the City are on the same page
- **Grounds Operation Update...Jeff Pint, Superintendent:**
  - Golf course re-opened for two days in December. Over 150 players golfed and nearly \$12,00.00 was collected in food & beverage and Membership Dues
- **Food & Beverage Update...Holly Werner, Food & Beverage Coordinator:**
  - We hosted a couple successful holiday parties, New Prague Fire Department and Parkview Clinic...both would like to return in 2024!
  - Holly is still hoping to make lunches available this offseason
  - Ruehling was asked where lunches will be advertised. He informed the Board that the NP Times, KCHK, and Facebook will be used

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
  - Ruehling informed the Board that all 2023 event will be returning and he also added a Qualifier for the Minnesota Golf Association
  - We are, once again, hosting MNPGA Junior Tour events and PGA Jr League
  - He also informed Board that with recent City taxes mix-up, he will no longer seek an assistant
- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
  - Board advised Ruehling to make sure and keep NPGC relevant on social media during off season
- **Golf Scholarship Event Summary...Den Gardner:**
  - Gardner reported a “healthy balance” in the Fund
- **Miscellaneous:**
  - Gill presented information on the possibility of a golf simulator at NPGC. Much discussion followed
  - Ruehling was advised to send out a survey asking about interest in a simulator
- **Adjournment:**
  - A motion to adjourn the meeting was made by Cunniff, seconded by Carlson. Motion carried (5-0)

## Next Golf Board Meeting –Tuesday, February, 27<sup>th</sup>, 2024, 6:30pm

Respectfully submitted by,

*Kurt Ruehling, GME  
PGA General Manager*



# MEETING MINUTES

## New Prague Golf Board

-RESCHEDULED MEETING- on site NPGC  
Tuesday, March 12<sup>th</sup>, 2024

The meeting was called to order at 6:31pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner (via phone), Bob Cunniff, Adam Gill, Rich Carlson, and Jen Berglund. Board Member Adam Brister and Councilmember Shawn Ryan were unable to attend. Also present: GPE Owner/Manager Kurt Ruehling.

- **Approval of January 23, 2024 Meeting Minutes:**
  - A motion to approve January 23<sup>rd</sup>, 2024 Meeting Minutes was made by Cunniff, seconded by Carlson. Motion carried (5-0)
  - Golf Board was unable to meet in February due to lack of quorum
- **January Claims for Payment (\$40,836.66):**
  - Ruehling indicated a few items that are unforeseen while working on Budget
  - A workers comp fee was paid...Ruehling explained it was from a minor injury suffered by mechanic Mike Portner
  - Ruehling addressed a payment to "Pat Ollhoff" as being the purchase of larger TVs for the 3<sup>rd</sup> floor grill & bar area. A reversing entry was made to draw the funds out of the Men's Club Fund, as they donated the TVs-thank you
  - A motion to approve the Claims for Payment was made by Berglund, seconded by Gill. Motion carried (5-0)
- **Review Monthly Income Statement and Balance Sheet (January 2024):**
  - Ruehling highlighted the lower expenses YTD and will do his best to continue the trend!
  - Berglund inquired about the line items for Special Projects and for Promotions. Ruehling was asked to have explanations for the March meeting
  - A motion to approve the Claims for Payment was made by Carlson, seconded by Cunniff. Motion carried (5-0)
- **Capital Equipment Report**
  - Ruehling reported that a new carpet cleaner and sandwich buffet cooler were purchased. He indicated where they were documented in the financials.
  - The new cart fleet is in the Club Car "queue" and will arrive, hopefully, by the end of May. Current fleet is being used and working just fine.
- **Grounds Operation Update...Jeff Pint, Superintendent:**
  - Pint reported that staff is currently grinding reels and servicing equipment. In the next weeks, they will be going through inventory and restocking for upcoming season.
  - Cunniff asked how many trees were removed during the open winter we had. Ruehling informed Board that no trees were removed...discussion followed
  - Carlson asked if the stump grinder had been purchased yet...Ruehling has not received direct word of the purchase yet.
  - Berglund would like a more detailed update on the tree removal for the next meeting...Ruehling to communicate with Pint on this

- **Food & Beverage Update...Holly Pomije, Food & Beverage Coordinator:**
  - Pomije would like to offer weekend breakfasts...Board was very receptive!
  - Menus are being assembled and prices are being determined
- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
  - Ruehling informed the Board that he is currently organizing the online tee sheet with times and pricing
  - Ruehling is also compiling League data bases and organizing the tee sheet to accommodate the 2024 Leagues
  - Gardner inquired about the assistant position. Ruehling informed Board that there will not be an individual for this position in 2024, but the funds will be allocated among individuals assigned additional tasks. The funds will also allow for additional staff to work in the golf shop, freeing up Ruehling to tend to office tasks
  - Ruehling is very encouraged with the sign-up for Wednesday Ladies League and might have to change the format to a 9-Hole shotgun due to the numbers
  - Ruehling would like to document a sincere THANK YOU to golf staff Steve Schoenbauer and Steve Smith for their help during the early start to the golf season!
- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
  - Ruehling reported that emails are going out to patrons and League participants. Also, League flyers and sign up are available on the NPGC website
- **Golf Scholarship Event Summary...Den Gardner:**
  - Gardner reported that a “healthy balance” in the Fund will allow the awarding of one Boy’s Scholarship and one Girl’s Scholarship this year. Coach Steffi Williams indicated that 4 girls are applying and Coach Denhartog expects 2+ boys will apply as well
  - Scholarship Fundraiser event is scheduled for August 18<sup>th</sup>, 2024
- **Miscellaneous:**
  - Board would like to assemble survey for golf simulator interest. Ideas for questions will be emailed to Ruehling and survey will be built...shooting for a Mid-May launch
  - Berglund inquired about software use for golf events...Ruehling is incorporating as he sees fit, within the Budget
  - President Gardner is asking each department to document and submit goals for the upcoming season...for the March meeting. This will give the Golf Board a means to measure progress as the season progresses.
- **Adjournment:**
  - A motion to adjourn the meeting, at 7:38p, was made by Gill, seconded by Cunniff. Motion carried (5-0)

## Next Golf Board Meeting –Tuesday, March, 26<sup>th</sup>, 2024, 6:30pm

Respectfully submitted by,

*Kurt Ruehling, GME  
PGA General Manager*





# MEETING MINUTES

## New Prague Golf Board

On site meeting at NPGC  
Tuesday, March 26<sup>th</sup>, 2024

The meeting was called to order at 6:30pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner (via phone), Bob Cunniff, Adam Gill, Rich Carlson, Jen Berglund, and Councilmember Shawn Ryan. Board Member Adam Brister was unable to attend. Also present: GPE Owner/Contract Manager Kurt Ruehling.

- **Approval of March 12th, 2024 Meeting Minutes:**
  - A motion to approve March 12<sup>th</sup>, 2024 Meeting Minutes was made by Carlson, seconded by Berglund. Motion carried (5-0) Cunniff was not present for vote
- **Claims for Payment (\$75,741.80):**
  - Ryan asked about late fees from Coborn's. Ruehling provided extra insight and then was asked to keep his eye on these small charges and possibly look into an account with Hy-Vee as well
  - A motion to approve the Claims for Payment was made by Ryan, seconded by Carlson. Motion carried (6-0) Cunniff present for this vote
- **Review Monthly Income Statement and Balance Sheet (March 2024):**
  - Ruehling spoke to the Range Supplies budget. The line item should have money remaining at the end of the year
  - A motion to approve the Monthly Income Statement and Balance Sheet was made by Gill, seconded by Cunniff. Motion carried (6-0)
- **Capital Equipment Report**
  - Ruehling reported that the new golf cart fleet is in the "May queue" and will arrive, hopefully, by the end of May.
- **Grounds Operation Update...Jeff Pint, Superintendent:**
  - Pint reported that the golf course came through the winter well and that they continue to grind reels and service equipment.
  - Ryan asked, earlier in the night, if any trees were removed during the open winter. Ruehling indicated that about 6-7 were removed by The City
  - Pint provided Golf Board with his goals for 2024...discussion ensued
  - Gardner asked if there was a plan in place to expand the forward tee on #13, Ruehling will discuss with Pint
  - Berglund referred back to a past meeting and asked if anything has changed with the possibility of removing some sand bunkers and replacing them with grass, Ruehling to ask Pint
- **Food & Beverage Update...Holly Pomije, Food & Beverage Coordinator:**
  - Pomije provided the Golf Board with her goals for 2024...discussion ensued. Ryan asked if she could be more specific as to the marketing goals.
  - Gardner added that time tables might be helpful for all department goals

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
  - In his report, Ruehling stated that the March 11<sup>th</sup> start of the season might be one of the earliest in course history
  - Ruehling provided Golf Board with his goals...both as General Manager and as Director of Golf...discussion ensued
  - Golf Board suggested a mid-year check, to see if goals are on track
  - Ruehling indicated that he will continue to incorporate Golf Genius into Leagues and events as he sees necessary.
  - Ruehling informed Golf Board that NPGC is now participating in the Minnesota Golf Associations “Youth On Course” program which gives junior golfers a discount for greens fees. The discounted fees are then supplemented by the MGA to achieve additional revenue. Ruehling said the early start to the golf season was during a school break and many tee times were filled by regular juniors and Youth On Course juniors, leaving fewer tee times for full fee players. He will look into restriction to help balance the situation
  - League fees are coming in at a great pace and Ruehling anticipates the same, or higher, participation in 2024
- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
  - Ruehling reported that his close involvement with continue with Lightspeed to help the new POS be as efficient as possible
- **Golf Scholarship Event Summary...Den Gardner:**
  - Gardner - no new information
  - Scholarship Fundraiser event is scheduled for August 18<sup>th</sup>, 2024
- **Miscellaneous:**
  - Board would like survey for golf simulator to be ready by Mid-May
  - Golf Board will need new members in June. Please promote
- **Adjournment:**
  - A motion to adjourn the meeting, at 7:22p, was made by Berglund, seconded by Ryan. Motion carried (6-0)

**Next Golf Board Meeting –Tuesday, April 23<sup>rd</sup>, 2024, 6:30pm**

Respectfully submitted by,

*Kurt Ruehling, GME  
PGA General Manager*