

# CITY COUNCIL MEETING AGENDA

# **City of New Prague**

Monday, March 17, 2025 at 6:00 PM
City Hall Council Chambers - 118 Central Ave N

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#### 1. CALL TO ORDER

a. Pledge of Allegiance

#### 2. APPROVAL OF REGULAR AGENDA

#### 3. CONSENT AGENDA

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

- a. Meeting Minutes
  - i. March 3, 2025 City Council Meeting Minutes
- **b.** Claims for Payment: \$300,416.73
- c. Financial Summary Report
- d. Large Assembly Permit Request: Rotary Club Beer Tasting at Memorial Park August 16, 2025
- e. Call for Public Hearing on the Issuance of an On-Sale Intoxicating & Sunday Liquor License for The Broz Event Venue
- **f.** Call for Public Hearing on the Issuance of a Consumption & Display Permit Liquor License for Le Fete Royale
- g. Appointment of Mavrick Birdsell for Parks Position
- h. Satisfaction of SCDP Housing Repayment Agreement
- i. City Server Upgrades
- j. Copier Lease for Public Works

# 4. CITY ENGINEER PROJECTS UPDATE

a. March 17, 2025

#### 5. 2025 STREET AND UTILITY IMPROVEMENT PROJECT

a. SEH Proposal for Construction Services

#### 6. CITY CENTER GRADING PROJECT

- a. Memo Award of Bid
- b. Resolution #25-03-17-01 Accepting Bids

### 7. POLICE STATION CAPITAL IMPROVEMENT PLAN

- a. CIP
- **b.** Pre-Sale Report
- <u>Resolution #25-03-17-02</u> Approving a Capital Improvement Plan and Giving Preliminary Approval to the Issuance of CIP Bonds
- d. Resolution #25-03-17-03 Providing for the Issuance and Sale of General Obligation Capital Improvement Bonds, Series 2025A in the Maximum Aggregate Principal Amount of \$12,840,000

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

Speakers limited to 5 minutes

# 9. PUBLIC HEARING(S) - 6:00 PM

a. None

# 10. ORDINANCE(S) FOR INTRODUCTION

# 11. ORDINANCE(S) FOR ADOPTION

#### 12. RESOLUTIONS

a. Resolution #25-03-17-04 - Approving City Administrator Purchasing and Contracting Authority

### 13. GENERAL BUSINESS

- a. 2025-2026 Liquor License Renewal for The Rusty Spoke
- **b.** Public Speaking Policy
- c. Approval of Donation Agreement for POPS Facility
- d. Regional Training Facility Discussion

### 14. MISCELLANEOUS

- a. North Memorial 2024 Operations Review
- **b.** Meeting Minutes
  - i. January 22, 2025 Planning Commission Meeting Minutes
  - ii. January 27, 2025 Utilities Commission Meeting Minutes
  - iii. February 12, 2025 EDA Board Meeting Minutes
- c. Discussion of Items not on the Agenda

### 15. ADJOURNMENT

### **UPCOMING MEETINGS AND NOTICES:**

March 25	6:30 p.m. Golf Board
March 26	6:30 p.m. Planning Commission
March 31	3:30 p.m. Utility Commission
April 7	6:00 p.m. City Council
April 8	6:00 p.m. Park Board
April 9	7:30 a.m. EDA Board
April 21	6:00 p.m. City Council



# CITY COUNCIL MEETING MINUTES

# **City of New Prague**

Monday, March 03, 2025 at 6:00 PM City Hall Council Chambers - 118 Central Ave N

#### 1. CALL TO ORDER

Mayor Jirik called the meeting to order at 6:00 p.m.

**PRESENT** 

Mayor Duane Jirik

Councilmember Shawn Ryan

Councilmember Maggie Bass

Councilmember Rik Seiler

**ABSENT** 

Councilmember Bruce Wolf

Staff Present: City Administrator Joshua Tetzlaff, Finance Director Robin Pikal, Police Chief Tim Applen,

Public Works Director Matt Rynda and Fire Chief Steve Rynda

a. Pledge of Allegiance

# 2. APPROVAL OF REGULAR AGENDA

Motion to approve the regular agenda.

Motion made by Councilmember Ryan, Seconded by Councilmember Bass.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

# 3. CONSENT AGENDA

Motion to approve the consent agenda.

Motion made by Councilmember Seiler, Seconded by Councilmember Bass.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

- a. Meeting Minutes
  - i. February 18, 2025 City Council Meeting Minutes
- b. Claims for Payment: \$191,217.50
- c. Approval of 2025-2026 Liquor, Beer, Wine & Miscellaneous Licenses
- d. Purchase of Office Furniture for Community Development Space
- e. Purchase of Utility Vehicle for Public Works Department
- f. Purchase of Zero-Turn Lawnmower for Public Works Department
- g. Premises Permit Extension Requests for Giesenbrau Bier Co.
  - i. Slavic Experience on March 22nd, 2025
  - ii. Lager Liebe Spring Festival on May 10th, 2025
  - iii. Dollars for Deb Fundraiser on August 23rd, 2025
  - iv. Oktoberfest on October 3rd & 4th, 2025
- h. Authorizing the Fund Transfer of Account Federal Grants (Fund 210)

#### 4. CITY ENGINEER PROJECTS UPDATE

City Engineer Chris Knutson presented the projects update.

a. March 3, 2025

# 5. 2025 STREET AND UTILITY IMPROVEMENT PROJECT

City Engineer Chris Knutson presented the award of bid.

Motion to approve Resolution #25-03-03-01 - Accepting Bids

Motion made by Mayor Jirik, Seconded by Councilmember Ryan.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

- a. Memo- Award of Bid and Bid Tabulation
- b. Resolution #25-03-01 Accepting Bids

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

(Speakers limited to 5 minutes)

Tom Proshek (206 Lyndale Ave N) and Brian Paulson (206 4th St SW) spoke.

# 7. PUBLIC HEARING(S) - 6:00 PM

a. None

#### 8. TOBACCO VIOLATION APPEAL HEARING

Motion to uphold the citation administered to New Prague Tobacco.

Motion made by Councilmember Seiler, Seconded by Mayor Jirik.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

- a. Violation Appeal Memo
- b. Violation Letter
- c. Administrative Citation
- d. Tobacco Violation Police Report
- e. Tobacco Ordinance

# 9. ORDINANCE(S) FOR INTRODUCTION

# 10. ORDINANCE(S) FOR ADOPTION

### 11. RESOLUTIONS

<u>a.</u> Resolution #25-02-18-02 - Authorizing the Fund Transfer and Closure of Account CIP 2007 Fund 375
 Motion to approve Resolution #25-02-18-02 - Authorizing the Fund Transfer and Closure of Account CIP 2007 Fund 375

Motion made by Councilmember Bass, Seconded by Councilmember Ryan.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

<u>b.</u> Resolution #25-03-03-02 Lease of 40 Acre Future Athletic Complex Land for Agricultural Purposed to Lanesburg Farms, LLC for 2026-2028

Motion to approve Resolution #25-03-02 - Lease of 40 Acre Future Athletic Complex Land for Agricultural Purposed to Lanesburg Farms, LLC for 2026-2028

Motion made by Councilmember Seiler, Seconded by Councilmember Ryan.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

#### 12. GENERAL BUSINESS

a. The Rusty Spoke 2025-2026 License Renewal

Motion to table the approval or denial of Rusty Spoke's liquor license until the next meeting on March 17<sup>th</sup>, 2025.

Motion made by Councilmember Seiler, Seconded by Councilmember Bass.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

b. Termination of Lease Agreement for 411 5th Avenue NW

Motion to authorize the termination of the lease agreement for 411 5th Avenue NW.

Motion made by Councilmember Ryan, Seconded by Councilmember Bass.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

c. Personnel Handbook Update

Motion to approve the update to the Personnel Handbook.

Motion made by Mayor Jirik, Seconded by Councilmember Seiler.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

d. Regional Training Facility Discussion

Discussion was had on the Regional Training Facility.

### 13. MISCELLANEOUS

a. Meeting Minutes

i. January 28, 2025 Golf Board Meeting Minutes

b. Discussion of Items not on the Agenda

## 14. ADJOURNMENT

Motion to adjourn the meeting at 7:08 p.m.

Motion made by Councilmember Seiler, Seconded by Councilmember Ryan.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler Motion carried (4-0)

ATTEST:	
	Duane J. Jirik Mayor
Joshua M. Tetzlaff City Administrator	

VENDOR			
	DESCRIPTION	AMOUNT	TOTAL
101 - GENERAL FUND			
RURAL FIRE - TO BE REIMBURSED			
A.P. TUPY MECHANICAL LLC	LABOR	\$92.50	
BEVCOMM	TELEPHONE	\$90.78	
CENTERPOINT ENERGY	NATURAL GAS	\$899.05	
LAKERS NEW PRAGUE SANITARY	TRASH - RURAL	\$21.66	
MES SERVICE COMPANY LLC	CUSTOM COAT/PAINT	\$1,599.17	
MES SERVICE COMPANY LLC	PICKHEAD AXE	\$95.30	
MES SERVICE COMPANY LLC	PRESSURIZED WATER	\$90.00	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$596.25	
NORTH CENTRAL INTERNATIONAL INC	LADDER #1 - PARTS	\$9.48	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$16.60	
VERIZON WIRELESS	TELEPHONE	\$20.70	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$409.57	
TOTAL:	WOTORT BLES	Ψ409.31	\$3,941.0
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COUNCIL			
AMAZON CAPITAL SERVICES	CARD STOCK	\$12.99	
AMERICAN LEGAL	2025 S-18 SUPPLEMENTAL PAGES	\$1.557.71	
SUEL PRINTING	COUNCIL MINUTES/BUDGET SUM/BONDS	\$1,369.50	
VERIZON WIRELESS	TELEPHONE	\$82.78	
TOTAL:		Ψ02.10	\$3,022.9
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ADMINISTRATION .			
AMAZON CAPITAL SERVICES	PACKING TAPE	\$1.93	
AMAZON CAPITAL SERVICES	SUPPLIES	\$13.13	
BEVCOMM	TELEPHONE	\$102.74	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$26.36	
VERIZON WIRELESS	TELEPHONE	\$53.81	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
TOTAL:		Ψ0.00	\$206.4
		_	<u> </u>
TECH NETWORK			
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$6,444.19	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$1,905.13	
TOTAL:	•		\$8,349.3
PLANNING	TT. TD. (6)	<b>*</b> • • • • •	
BEVCOMM	TELEPHONE	\$46.71	
BEVCOMM GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$13.72	
BEVCOMM	POSTAGE MACHINE LEASE COPIER LEASE	\$13.72 \$49.50	
BEVCOMM GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS	\$13.72	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC	POSTAGE MACHINE LEASE COPIER LEASE	\$13.72 \$49.50	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS	\$13.72 \$49.50 \$82.50	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE	\$13.72 \$49.50 \$82.50 \$82.78	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE	\$13.72 \$49.50 \$82.50 \$82.78	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL: GOVERNMENT BUILDING	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 = \$259.50	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 = \$259.50 \$2,317.97	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 = \$259.50 \$2,317.97 \$87.13	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 = \$259.50 \$2,317.97	\$305.8
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BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33 \$1,569.91	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC.	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33	\$305.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC.	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33 \$1,569.91	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC.	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33 \$1,569.91	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS  TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC.  TOTAL:  POLICE	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33 \$1,569.91 \$22.42	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC. TOTAL:  POLICE AMAZON CAPITAL SERVICES	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 \$259.50 \$2,317.97 \$87.13 \$69.62 \$100.00 \$131.33 \$1,569.91 \$22.42	
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BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC. TOTAL:  POLICE AMAZON CAPITAL SERVICES AT&T MOBILITY BEVCOMM	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT  STAMP WIRELESS CELLS TELEPHONE	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 =	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS  TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC.  TOTAL:  POLICE AMAZON CAPITAL SERVICES AT&T MOBILITY BEVCOMM GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT  STAMP WIRELESS CELLS TELEPHONE POSTAGE MACHINE LEASE	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 =	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC. TOTAL:  POLICE AMAZON CAPITAL SERVICES AT&T MOBILITY BEVCOMM	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT  STAMP WIRELESS CELLS TELEPHONE	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 =	\$305.8 \$4,557.8
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC. TOTAL:  POLICE AMAZON CAPITAL SERVICES AT&T MOBILITY BEVCOMM GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT  STAMP WIRELESS CELLS TELEPHONE POSTAGE MACHINE LEASE VEHICLE MAINTENANCE - 322	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 =	
BEVCOMM GREATAMERICA FINANCIAL SERVICES METRO SALES INC SUEL PRINTING VERIZON WIRELESS VOYAGER FLEET SYSTEMS TOTAL:  GOVERNMENT BUILDING BORDER STATES ELECTRIC SUPPLY CENTERPOINT ENERGY LAKERS NEW PRAGUE SANITARY MEI TOTAL ELEVATOR SOLUTIONS MN DEPARTMENT OF LABOR & INDUSTRY NEW PRAGUE UTILITIES NEW PRAGUE UTILITIES STAR GROUP LLC. TOTAL:  POLICE AMAZON CAPITAL SERVICES AT&T MOBILITY BEVCOMM GREATAMERICA FINANCIAL SERVICES JEFF BELZER NEW PRAGUE FORD	POSTAGE MACHINE LEASE COPIER LEASE LEGAL ADS TELEPHONE MOTOR FUELS  4' BULBS NATURAL GAS TRASH - CITY HALL ELEVATOR MAINTENANCE ANNUAL ELEVATOR OPERATOR GOVT BUILDING - WATER/SEWER GOVT BUILDING -ELECTRIC V-BELT  STAMP WIRELESS CELLS TELEPHONE POSTAGE MACHINE LEASE VEHICLE MAINTENANCE - 322	\$13.72 \$49.50 \$82.50 \$82.78 \$30.59 =	

VENDOR	DESCRIPTION	AMOUNT	TOTAL
TRANSUNION RISK AND ALTERNATIVE	TLO CHARGES	\$189.60	
VERIZON WIRELESS	SQUAD BROADBAND	\$280.09	
VETERAN SHREDDING	CONTRACTED SERVICES	\$42.50	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,424.12	
TOTAL:		=	\$3,910.2
<u>FIRE</u>			
A.P. TUPY MECHANICAL LLC	LABOR	\$92.50	
ACE HARDWARE & PAINT	SUPPLIES	\$77.97	
BEVCOMM	TELEPHONE	\$90.78	
CENTERPOINT ENERGY	NATURAL GAS	\$899.05	
LAKERS NEW PRAGUE SANITARY	TRASH - FIRE	\$21.67	
MDEWAKANTON PUBLIC SAFETY	TRAINING	\$3,500.00	
MES SERVICE COMPANY LLC	CUSTOM COAT/PAINT	\$5,879.18	
MES SERVICE COMPANY LLC	PICKHEAD AXE	\$95.31	
MES SERVICE COMPANY LLC	PRESSURIZED WATER	\$90.00	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$402.35	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$193.91	
NORTH CENTRAL INTERNATIONAL INC	LADDER #1 - PARTS	\$9.48	
VERIZON WIRELESS	TELEPHONE	\$20.70	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$294.02	
TOTAL:		=	\$11,666.
BUILDING INSPECTOR			
BEVCOMM	TELEPHONE	\$46.71	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$2.96	
MBPTA	ANNUAL MEMBERSHIP	\$100.00	
METRO SALES INC	COPIER LEASE	\$49.50	
VERIZON WIRELESS	TELEPHONE	\$96.66	
VOYAGER FLEET SYSTEMS TOTAL:	MOTOR FUELS	\$69.97	\$365.
TOTAL.		=	φ303.6
<u>STREET</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$191.76	
AMAZON CAPITAL SERVICES	PACKING TAPE	\$1.93	
AMAZON CAPITAL SERVICES	SOLAR BATTERY	\$39.99	
BEVCOMM	TELEPHONE	\$77.06	
CENTERPOINT ENERGY	NATURAL GAS	\$1,575.61	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$0.54	
HYDRA POWER HYDRAULICS	SEAL KIT	\$22.27	
LAKERS NEW PRAGUE SANITARY	TRASH - STREETS	\$89.74	
METRO SALES INC	COPIER LEASE	\$49.50	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$579.40	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$84.06	
NORTHLAND CHEMICAL CORP	PAPER ORDER	\$380.56	
O'REILLY AUTOMOTIVE INC	WIPER BLADES	\$62.37	
RDO EQUIPMENT CO.	CHIPPER BLADE SHARPENING	\$28.00	
RIVER COUNTRY COOP	DIESEL	\$4,496.24	
STAR GROUP LLC.	FUSES, GREASE	\$13.70	
TODDS AUTO PARTS INC	FITTING	\$4.30	
TRUCK CENTER COMPANIES	VALVE KIT	\$58.25	
USSATIS TRUCKING INC	3/6 - SNOW HAULING	\$877.50	
VERIZON WIRELESS	TELEPHONE	\$88.49	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,076.29	Ac ===
TOTAL:			\$9,797.5

VENDOR	DESCRIPTION	AMOUNT	TOTAL
STREET LIGHTS	DESCRIPTION	AIVIOUNT	IOTAL
NEW PRAGUE UTILITIES	STREETLIGHTS	\$5,183.90	
TOTAL:		<u> </u>	\$5,183.90
		_	
PARKS	OURRUES	<b>***</b>	
ACE HARDWARE & PAINT	SUPPLIES	\$296.34	
AMAZON CAPITAL SERVICES	GREASE GUN	-\$99.28	
AMAZON CAPITAL SERVICES	PACKING TAPE	\$1.93	
BEVCOMM	TELEPHONE	\$34.52	
CENTERPOINT ENERGY	NATURAL GAS	\$1,246.36	
GEMPLER'S	RUBBER GLOVES XL	\$75.22	
GRAINGER	LADDER LABELS	\$10.23	
HAS LLC	FIRE EXTINGUISHER INSPECTION	\$520.73	
LAKERS NEW PRAGUE SANITARY	TRASH - PARKS	\$89.74	
MACH LUMBER INC	LUMBER	\$52.00	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$101.57	
NEW PRAGUE UTILITIES	PARKS -ELECTRIC	\$2,764.35	
NORTHLAND CHEMICAL CORP	PAPER ORDER	\$120.83	
O'REILLY AUTOMOTIVE INC	CAULK	\$10.99	
O'REILLY AUTOMOTIVE INC	OIL FILTER / FUSE	\$35.92	
RDO EQUIPMENT CO.	CHIPPER BLADE SHARPENING	\$42.00	
RENT N SAVE PORTABLE SERVICES	PORTABLE RESTROOM	\$155.00	
SKLUZACEK TREE MOVERS	EAB GRANT - TREE REMOVAL	\$1,100.00	
STAR GROUP LLC.	HOSE END FITTINGS, OIL FILTER	\$314.19	
VERIZON WIRELESS	IPADS	\$10.02	
VERIZON WIRELESS	TELEPHONE	\$91.06	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$437.96	
TOTAL:	MOTOR FOLLS	Ψ437.90	\$7,411.68
TOTAL.		=	\$7,411.00
LIDDADV			
LIBRARY	NATURAL CAC	ф <del>7</del> 04.04	
CENTERPOINT ENERGY	NATURAL GAS	\$734.04	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$743.27	
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$721.78	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$94.57	<b>#</b> 0.000.00
TOTAL:		_	\$2,293.66
UNALLOCATED			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$327.00	
TOTAL:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<del></del>	\$327.00
		_	
GENERAL FUND TOTAL:			\$61,340.25
FUND OOD ORFOLD REVENUE ORING REFUENTION			
FUND 233 - SPECIAL REVENUE - CRIME PREVENTION	LIAND CANITIZED	<b>#204.02</b>	
COAST TO COAST SOLUTIONS	HAND SANITIZER	\$394.82	
COAST TO COAST SOLUTIONS	LIP BALM	\$484.55	<b>#070.07</b>
TOTAL:		=	\$879.37
FUND 425 - CAPITAL PROJECTS - POLICE STATION			
WOLD ARCHITECTS AND ENGINEERS	POLICE ADDITION	\$47,894.00	
TOTAL:	FOLICE ADDITION	φ47,094.00	\$47,894.00
TOTAL.		_	φ47,094.00
FUND 602 - ENTERPRISE - SANITARY SEWER			
ACE HARDWARE & PAINT	SUPPLIES	\$91.39	
AMAZON CAPITAL SERVICES	PACKING TAPE	\$1.93	
BEVCOMM	TELEPHONE	\$209.51	
CASELLE INC	UTILITY BILLING ASSISTANCE	\$146.52	
CASELLE INC CENTERPOINT ENERGY	NATURAL GAS	\$23,352.15	
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$1,363.65	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$296.20	
CREAGHE, JAMES	MNRW - JAMES	\$801.26	
GOPHER STATE ONE CALL	LINE LOCATES	\$7.43	
HAS LLC	FIRE EXTINGUISHER INSPECTION	\$377.00	
LAKERS NEW PRAGUE SANITARY	TRASH - WWTP	\$248.29	
NEON LINK	ONLINE PAYMENT FEES	\$192.35	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$23,386.92	

VENDOR	AMOUNT	TOTAL	
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$451.46	
POLYDYNE INC	CLARIFLOC - CE2470	\$9,844.00	
RDO EQUIPMENT CO.	CHIPPER BLADE SHARPENING	\$21.00	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$210.60	
SALTCO	MONTHLY SALT	\$920.95	
STAR GROUP LLC.	GEN #10 SUPPLIES	\$17.80	
STAR GROUP LLC.	U-BOLT SET	\$77.18	
SUEL PRINTING	BUSINESS CARD	\$48.60	
UTILITY CONSULTANTS INC.	SAMPLES	\$1,957.73	
VERIZON WIRELESS	IPADS	\$7.52	
VERIZON WIRELESS	TELEPHONE	\$233.42	
VESSCO INC.	LOADSURE ELEMENT	\$616.35	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$132.91	
TOTAL:			\$65,022.62
		=	
FUND 606 - ENTERPRISE - STORM UTILITY			
CASELLE INC	UTILITY BILLING ASSISTANCE	\$36.63	
GOPHER STATE ONE CALL	LINE LOCATES	\$7.43	
NEON LINK	ONLINE PAYMENT FEES	\$23.24	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.60	
VERIZON WIRELESS	IPADS	\$7.52	
VERIZON WIRELESS	TELEPHONE	\$6.21	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$10.95	
TOTAL:			\$95.58
		_	
FUND 651 - ENTERPRISE - AMBULANCE			
CENTERPOINT ENERGY	NATURAL GAS	\$899.05	
LAKERS NEW PRAGUE SANITARY	TRASH - AMBULANCE	\$21.67	
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$402.36	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$15.29	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$10.20	
TOTAL:			\$1,348.57
		=	

TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:

\$176,580.39

Section 3, Item b.

Vendor Name	Net Invoice Amount
ACE HARDWARE & PAINT	
FASTENERS	\$2.32
SUPPLIES	\$37.91
ACUSHNET COMPANY	• • • •
CLOTHING - DISCOUNT	\$11.04-
GOLF MERCHANDISE	\$2,034.74
GOLF MERCHANDISE - DISCOUNT	\$59.51-
HEADWEAR	\$560.16
SPECIAL ORDER	\$834.26
SPECIAL ORDER - DISCOUNT	\$2.57-
AMAZON CAPITAL SERVICES	Ψ=.σ.
AED BATTERIES	\$31.24
BATTERIES	\$93.72
BEVCOMM	Ψ00.12
TELEPHONE / CABLE / INTERNET	\$427.10
CALLAWAY GOLF	ψ1 <u>2</u> 7.10
GOLF BAGS	\$702.00
GOLF BALLS	\$3,718.20
GOLF GLOVES	\$550.98
HEADWEAR	\$850.50
RANGE BALLS	\$4,000.00
CARD SERVICES/COBORNS	\$4,000.00
FOOD	\$134.34
CENTERPOINT ENERGY	φ134.34
NATURAL GAS	\$1,599.87
CENTRAL MCGOWAN INC	ψ1,399.07
CO2 RENTAL	\$110.49
CONNELLY PLUMBING & HEATING INC	\$110.49
FURNACE REPAIR	\$1,136.03
GOLF PROFESSIONAL ENTERPRISES LLC	\$1,130.03
FEBRUARY MANAGEMENT FEE	¢0 514 45
HERMEL WHOLESALE	\$8,514.45
FOOD	\$550.63
SUPPLIES	\$559.62 \$497.50
33 2.23	\$187.59
ILLINOIS CASUALTY COMPANY	<b>#4.400.00</b>
LIQUOR LIABILITY INSURANCE	\$1,102.00
JOHN DEERE FINANCIAL	<b>#50.00</b>
INTEREST CHARGE	\$58.96
LAKERS NEW PRAGUE SANITARY	<b>#</b> 400.40
TRASH - GOLF CLUB	\$403.42
MTI DISTRIBUTING INC	¢204.57
BELTS	\$204.57
FILTERS	\$82.37
GROUNDSMASTER 4100 MOWER	\$100,458.89
SPACER, SPRINGS	\$177.55
TRADE-IN TORO GM4100	\$10,000.00-
NEW PRAGUE UTILITIES	
ELECTRIC UTILITIES	\$1,711.28
STORM SEWER UTILITIES	\$520.03
WATER UTILITIES	\$789.57
P&W GOLF SUPPLY LLC	
RANGE BASKETS	\$259.55
R & R PRODUCTS INC.	
BEARINGS, SEALS	\$871.02
REDEXIM NORTH AMERICA	
FRONT ROLLER SUPPORT	\$103.30

CITY OF NEW PRAGUE	GOLF PAYABLES - DUE 03/15/2025	Page 2
		Section 3, Item b.

Vendor Name	Net Invoice Amount
STAR GROUP LLC.	
094094 BATTERY	\$160.02
094288 BATTERIES	\$485.22
094293 CORE BATT CREDIT	\$73.15-
094462 SPARK PLUG	\$30.26
STASNEY ELECTRIC	
KITCHEN HOOD REPAIR	\$135.00
VERSATILE VEHICLES INC.	
TIE ROD ASSY	\$330.77
USED PART SHIPPING	\$13.31
Grand Totals	\$123,836.34

### **Unaudited** Income Statement Through January 31, 2025 Percent of year complete: 8.33%

		ior Year 2024 Thru 1/31/2024	Actual Thru 1/31/2025	2024/2025 Variance YTD	Current Month 1/31/2025	2025 Adopted Budget	2025 Budget Balance	% Actual compared to Budget
101-	General Fund							
	REVENUES							
101- Property Taxes	Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 4,238,585	\$ 4,238,585	0.00%
101- Local Government Aid	Local Government Aid	\$ -	\$ -	\$ -	\$ -	\$ 1,185,369	\$ 1,185,369	0.00%
101- Licenses and permits	Licenses and permits	\$ 11,578.85	\$ 80,622.67	\$ 69,043.82	\$ 80,622.67	\$ 255,680	\$ 175,057	31.53%
101- Intergovernmental	Intergovernmental	\$ 62,180.50	\$ -	\$ (62,180.50)	\$ -	\$ 430,596	\$ 430,596	0.00%
101- Charges for services	Charges for services	\$ 536.50	\$ 259.75	\$ (276.75)	\$ 259.75	\$ 118,367	\$ 118,107	0.22%
101- Fines	Fines	\$ 1,492.92	\$ 982.10	\$ (510.82)	\$ 982.10	\$ 25,000	\$ 24,018	3.93%
101- Interest Income	Interest Income	\$ 8,291.18	\$ 35,303.36	\$ 27,012.18	\$ 35,303.36	\$ 89,145	\$ 53,842	39.60%
101- Miscellaneous revenue	Miscellaneous revenue	\$ 6.58	\$ 3,371.69	\$ 3,365.11	\$ 3,375.25	\$ 585,808	\$ 582,436	0.58%
101- Transfers In	Transfers In	\$ 3,333.33	\$ 3,333.37	\$ 0.04	\$ 3,333.37	\$ 80,304	\$ 76,971	4.15%
	TOTAL REVENUES	\$ 87,419.86	\$ 123,872.94	\$ 36,453.08	\$ 123,876.50	\$ 7,008,854.00	\$ 6,884,981.06	1.77%
	<u>EXPENSES</u>							
101- Council	Council	\$ 5,743.72	\$ 5,578.10	\$ (165.62)	\$ 5,578.10	\$ 70,925	\$ 65,347	7.86%
101- Administration	Administration	\$ 35,074.86	\$ 46,987.82	\$ 11,912.96	\$ 46,987.82	\$ 508,668	\$ 461,680	9.24%
101- Tech Network	Tech Network	\$ 16,939.52	\$ 12,954.53	\$ (3,984.99)	\$ 12,954.53	\$ 207,421	\$ 194,466	6.25%
101- Elections	Elections	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,365	\$ 165	87.91%
101- Assessor	Assessor	\$ -	\$ -	\$ -	\$ -	\$ 48,000	\$ 48,000	0.00%
101- Attorney	Attorney	\$ 4,372.22	\$ 982.10	\$ (3,390.12)	\$ 982.10	\$ 80,000	\$ 79,018	1.23%
101- Engineer	Engineer	\$ -	\$ 1,065.00	\$ 1,065.00	\$ 1,065.00	\$ 15,000	\$ 13,935	7.10%
101- Planning	Planning	\$ 19,541.27	\$ 27,034.65	\$ 7,493.38	\$ 27,034.65	\$ 498,457	\$ 471,422	5.42%
101- Government Building	Government Building	\$ 20,984.54	\$ 9,159.82	\$ (11,824.72)	\$ 9,159.82	\$ 82,091	\$ 72,931	11.16%
101- Police	Police	\$ 213,064.25	\$ 250,310.89	\$ 37,246.64	\$ 250,310.89	\$ 2,363,118	\$ 2,112,807	10.59%
101- Fire	Fire	\$ 14,683.70	\$ 49,609.03	\$ 34,925.33	\$ 49,609.03	\$ 308,622	\$ 259,013	16.07%
101- Building Inspector	<b>Building Inspector</b>	\$ 23,507.00	\$ 29,922.94	\$ 6,415.94	\$ 29,922.94	\$ 397,744	\$ 367,821	7.52%
101- Emergency Management	<b>Emergency Management</b>	\$ -	\$ 860.00	\$ 860.00	\$ 860.00	\$ 3,341	\$ 2,481	25.74%
101- Animal Control	Animal Control	\$ 3,900.00	\$ 3,900.00	\$ -	\$ 3,900.00	\$ 15,700	\$ 11,800	24.84%
101- Public Works	Public Works	\$ 7,812.42	\$ 9,035.62	\$ 1,223.20	\$ 9,035.62	\$ 125,507	\$ 116,471	7.20%
101- Streets	Streets	\$ 97,603.23	\$ 78,103.49	\$ (19,499.74)	\$ 79,556.12	\$ 1,164,673	\$ 1,086,570	6.71%
101- Street Lights	Street Lights	\$ 6,941.67	\$ 7,981.24	\$ 1,039.57	\$ 7,981.24	\$ 78,366	\$ 70,385	10.18%
101- Outdoor Swimming Pool	Outdoor Swimming Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
101- Aquatic Center	Aquatic Center	\$ 12,857.14	\$ 13,197.14	\$ 340.00	\$ 13,197.14	\$ 140,329	\$ 127,132	9.40%
101- Municipal Band	Municipal Band	\$ -	\$ -	\$ -	\$ -	\$ 4,575	\$ 4,575	0.00%
101- Parks	Parks	\$ 38,330.13	\$ 49,401.98	\$ 11,071.85	\$ 49,401.98	\$ 693,980	\$ 644,578	7.12%
101- Park Board	Park Board	\$ -	\$ -	\$ -	\$ -	\$ 78,126	\$	0.00%
101- Library	Library	\$ 3,084.30	\$ 5,942.96	\$ 2,858.66	\$ 5,942.96	\$ 36,027	\$ 30,084	16.50%
101- Unallocated	Unallocated	\$ 1,985.28	\$ 12,862.29	\$ 10,877.01	\$ 12,862.29	\$ 86,819	\$ 73,957	14.82%
	TOTAL EXPENSES	\$ 527,625.25	\$ 616,089.60	\$ 88,464.35	\$ 617,542.23	\$ 7,008,854.00	\$ 6,392,764.40	8.79%
	EXCESS REVENUES OVER	 	 	 	 		 	
	EXPENSES	\$ (440,205.39)	\$ (492,216.66)	\$ (52,011.27)	\$ (493,665.73)	\$ -	\$ 492,216.66	

### **Unaudited** Income Statement Through January 31, 2025 Percent of year complete: 8.33%

			ior Year 2024 Thru 1/31/2024		Actual Thru 1/31/2025	2024/2025 Variance YTD	Current Month 1/31/2025	2025 Adopted Budget	2025 Budget Balance	% Actual compared to Budget
651-	Ambulance									
	TOTAL REVENUES	\$	3,515.61	\$	2,029.44	\$ (1,486.17)	2,029.44	\$ 20,000	\$	10.15%
	TOTAL EXPENSES	\$	2,056.98	\$	4,267.35	\$ 2,210.37	\$ 4,267.35	\$ 16,658	\$ 12,391	25.62%
	EXCESS REVENUES OVER						 			
	EXPENSES	\$	1,458.63	\$	(2,237.91)	\$ (3,696.54)	\$ (2,237.91)	\$ 3,342.00	\$ 5,579.91	
680-	EDA									
	TOTAL REVENUES	\$	449.97	\$	727.84	\$ 277.87	\$ 727.84	\$ 75,250.00	\$ 74,522	0.97%
	TOTAL EXPENSES	\$	3,932.43	\$	3,950.85	\$ 18.42	\$ 3,950.85	\$ 75,250.00	\$ · · · · · · · · · · · · · · · · · · ·	5.25%
	EXCESS REVENUES OVER									
	EXPENSES	\$	(3,482.46)	\$	(3,223.01)	\$ 259.45	\$ (3,223.01)	\$ -	\$ 3,223.01	
681-	<b>EDA-INDUSTRIAL</b>									
	TOTAL REVENUES	\$	198.82	\$	321.30	\$ 122.48	\$ 321.30	\$ -	\$ (321)	0.00%
	TOTAL EXPENSES	\$	313.39	\$	-	\$ (313.39)	\$ (313.39)	\$ 1,773	\$ 1,773	0.00%
	EXCESS REVENUES OVER									
	EXPENSES	\$	(114.57)	\$	321.30	\$ 435.87	\$ 634.69	\$ (1,773.00)	\$ (2,094.30)	
604-	WATER FUND									
	TOTAL REVENUES	\$	132,616.95	\$	204,178.28	\$ 71,561.33	\$ 204,180.28	\$ 2,056,961.00	\$ 1,852,782.72	9.93%
	TOTAL EXPENSES	\$	172,964.73	\$	206,575.30	\$ 33,658.50	\$ 206,557.11	\$ 1,715,099.00	\$ 1,508,541.89	12.04%
	EXCESS REVENUES OVER									
	EXPENSES	\$	(40,347.78)	\$	(2,397.02)	\$ 37,902.83	\$ (2,376.83)	\$ 341,862.00	\$ 344,240.83	
605-	ELECTRIC FUND									
	TOTAL REVENUES	\$	981,922.55	\$	857,953.51	\$ (123,969.04)	\$ 857,953.51	\$ 10,405,068.00	\$ 9,547,114.49	8.25%
	TOTAL EXPENSES	\$	705,958.75	\$	839,704.62	\$ 133,745.87	\$ 839,704.62	\$ 10,024,284.00	9,184,579.38	8.38%
	EXCESS REVENUES OVER									
	EXPENSES	-	275,963.80	Ś	18,248.89	(257,714.91)	18,248.89		362,535.11	

### **Unaudited** Income Statement Through January 31, 2025 Percent of year complete: 8.33%

		Prior Year 2024 Thru 1/31/2024		Actual Thru 1/31/2025		2024/2025 Variance YTD		Current Month 1/31/2025			2025 Adopted Budget	2025 Budget Balance		% Actual compared to Budget
602-	SANITARY SEWER							_						
	TOTAL REVENUES TOTAL EXPENSES	\$	293,382.48 697,482.86	\$	641,640.24 774,600.25	\$ \$	348,257.76 77,117.39	\$ \$	641,640.24 775,216.60	\$ \$	3,807,276.00 4,309,102.00		3,165,635.76 3,534,501.75	16.85% 17.98%
	EXCESS REVENUES OVER EXPENSES	\$	(404,100.38)	\$	(132,960.01)	\$	271,140.37	\$	(133,576.36)	\$	(501,826.00)	\$	(368,865.99)	
603-	GOLF													
	TOTAL REVENUES TOTAL EXPENSES	\$ \$	105,002.97 65,721.48	\$ \$	135,625.49 87,582.04	\$ \$	30,622.52 21,860.56	\$ \$	135,625.49 87,619.28	\$ \$	1,454,102.00 1,829,472.56		1,318,476.51 1,741,890.52	9.33% 4.79%
	EXCESS REVENUES OVER EXPENSES	\$	39,281.49	\$	48,043.45	\$	8,761.96	\$	48,006.21	\$	(375,370.56)	\$	(423,414.01)	
606-	STORM SEWER TOTAL REVENUES	\$	35,379.03	\$	37,936.67	\$	2,557.64	\$	37,936.67	\$	429,680.00	\$	391,743.33	8.83%
	TOTAL EXPENSES	\$	63,421.24	\$	70,361.95	\$	6,940.71	\$	70,361.95	\$	480,833.00	\$	410,471.05	14.63%
	EXCESS REVENUES OVER EXPENSES	\$	(28,042.21)	\$	(32,425.28)	\$	(4,383.07)	\$	(32,425.28)	\$	(51,153.00)	\$	(18,727.72)	

**Unaudited** Income Statement

Through January 31, 2025

Percent of year complete: 8.33%

2025 Prior Year 2024 Actual 2024/2025 Current 2025 % Actual Thru Thru Variance Month Adopted Budget compared 1/31/2024 1/31/2025 YTD 1/31/2025 Budget to Budget Balance

Section 3, Item c.

### GENERAL FUND

A:	SS	F.	TS

101-10101	CLAIM ON CASH	(	68,454.06)
101-10120	MONEY MARKET-FIRST BK & TRUST		390,433.84
101-10121	MONEY MARKET-WELLS FARGO		25,001.04
101-10122	MONEY MARKET-ROUNDBANK		33,928.22
101-10123	WELLS FARGO MARKET VALUE		27,403.34
101-10124	WELLS FARGO MONEY FUNDS		2,936.04
101-10125	MONEY MARKET-4M		4,836,302.94
101-10129	MONEY MARKET.STATE BANK - FUTU		133,752.00
101-10160	MONEY MARKET-ROUNDBANK - 350		1,302.83
101-10200	PETTY CASH		198.91
101-10201	PETTY CASH POLICE DEPT		100.00
101-10406	WELLS SELECT INVESTMENT		108,000.00
101-10700	TAXES RECEIVABLE-DELINQUENT		24,363.51
101-11500	ACCOUNTS RECEIVABLE		33,409.81
101-11501	ACCOUNTS RECEIVABLE - FLEX		12,295.44
101-11521	BUSINESS LICENSE AR		1,575.00
101-11531	BANK CLEARING ACCT		33,538.07
101-11536	CLEARING ACCOUNT-GENERAL		1,133.24
101-12100	SPECIAL ASSESS. RECCURRENT		1,383.77
101-12200	SPECIAL ASSESS. RECDELINQUEN		3,165.34
101-13109	DUE FROM RETIREE/COBRA	(	48.29)
101-13200	DUE FROM OTHER GOVERNMENTS		98,949.84
101-15501	PREPAID OTHER		2,871.80

TOTAL ASSETS 5,703,542.63

### LIABILITIES AND EQUITY

# LIABILITIES

101-20210	ACCOUNTS PAYABLE		303,914.39
101-20800	DUE TO OTHER GOVERNMENTS		1,818.66
101-20801	STATE SALES TAX		4.54
101-20802	SC TRANSIT TAX		.50
101-20803	LS TRANSIT TAX		.18
101-21600	ACCRUED WAGES		1,221.16
101-21706	INSURANCE PAYABLE	(	2.75)
101-21714	ACCRUED POLICE DUES		110.00
101-21800	ESCROW - BLDG PERMITS		73,518.00
101-22000	DEPOSITS		15,000.00
101-22022	HOLDING FUNDS-DEVELOPERS/OTHER		2,673.00
101-22202	DEFERRED REVENUE - ASSMNTS		4,549.11
101-22207	DEFERRED REVENUE - BP		29,232.65
101-22210	DEFERRED REVENUE - TAXES		24,363.51

TOTAL LIABILITIES 456,402.95

# FUND EQUITY

101-25311	COMMITTED: ATHLETIC FIELD	143,987.00
101-25312	ASSIGNED: RENOV/REPL PUB FAC	834,002.00
101-25313	ASSIGNED: ACQ OF EQUIP & VEHIC	330,059.00
101-25314	COMMITTED: PUB FAC INFRAS	500,000.00
101-25999	COMMITTED: EMERG/DIASTER	100,000.00

### GENERAL FUND

UNAPPROPRIATED FUND BALANCE: 101-25300 UNDESIGNATED: FUND BALANCE

UNDESIGNATED: FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

4,110,020.38 770,928.70)

BALANCE - CURRENT DATE

3,339,091.68

TOTAL FUND EQUITY

5,247,139.68

TOTAL LIABILITIES AND EQUITY

5,703,542.63

### WWTP

		***************************************			
	ASSETS				
602-10101	CLAIM ON CASH			354,741.30	
	DESIGNATED FOR MEMB REPLACEMEN			1,050,000.00	
602-10120	MONEY MARKET-FIRST BK & TRUST			577,600.23	
602-10121	MONEY MARKET-WELLS FARGO			44,609.15	
602-10122	MONEY MARKET-ROUNDBANK			44,932.37	
602-10125	MONEY MARKET-4M			6,130,815.50	
602-10126	MONEY MARKET-4M 2024 BOND			822,239.30	
602-11500	ACCOUNTS RECEIVABLE			40,613.26	
602-11710	CUSTOMER ACCOUNTS RECEIVABLE			261,617.88	
602-12300	SPECIAL ASSESS. RECDEFFERED			398,213.59	
602-15696	DEFERRED OUTFLOW - OPEB			3,889.00	
602-15699	GERF DEFERRED OUTFLOWS			101,203.00	
602-16100	LAND			56,980.00	
	BUILDINGS			27,964,821.77	
	ACCUM. DEPRECIATION-BUILDINGS		(	12,451,244.52)	
	INFRASTRUCTURE			8,502,144.52	
	ACCUMULATED DEPRECIATION - INF		(	3,026,343.75)	
	EQUIPMENT		,	13,895,963.26	
	ACCUMULATED DEPRECIATION - EQU		(	8,904,001.92)	
	OFFICE EQUIPMENT			40,455.10	
602-16500	CONSTRUCTION-IN-PROGRESS			57,229.86	
	TOTAL ASSETS			=	35,966,478.90
	LIABILITIES AND EQUITY				
	LIABILITIES				
602-20210	ACCOUNTS PAYABLE			565,893.41	
	ACCRUED INTEREST			332,725.23	
602-21650	ACCRUED WAGES-VAC & COMP			63,331.03	
602-21717	OPEB LIABILITY			19,506.00	
602-22000	DEPOSITS			48,289.39	
602-22296	OPEB DEFERRED INFLOW			7,361.00	
602-22299	GERF DEFERRED INFLOWS			103,397.00	
602-22500	BOND PAYABLE - CUR PORT			1,268,999.45	
602-23100	BONDS PAYABLE			2,903,876.24	
602-23101	PFA BOND PAYABLE			20,950,000.00	
602-23400	BOND PREMIUM			289,815.27	
602-23999	GERF PENSION LIABILITY			323,468.00	
	TOTAL LIABILITIES				26,876,662.02
	FUND EQUITY				
602-25999	PRIOR PERIOD ADJUSTMENT		(	651,969.00)	
602-27200	FUND BALANCE-UNDESIGNATED			5,565,947.85	
	UNAPPROPRIATED FUND BALANCE:				
602-25300	FUND BALANCE-UNDESIGNATED	4,308,798.04			
	REVENUE OVER EXPENDITURES - YTD	( 132,960.01)			
	BALANCE - CURRENT DATE			4,175,838.03	

TOTAL FUND EQUITY

9,089,816.88

Section 3, Item c.

# CITY OF NEW PRAGUE BALANCE SHEET JANUARY 31, 2025

WWTP

TOTAL LIABILITIES AND EQUITY

35,966,478.90

### GOLF COURSE

	ASSETS				
603-10101	CLAIM ON CASH		(	24,888.17)	
	MONEY MARKET-4M		(	163,792.66	
	MONEY MARKET-4M 2024 BOND			191,754.99	
603-10200	PETTY CASH			2,000.00	
603-11500	ACCOUNTS RECEIVABLE - GOLF A/R			6,958.82	
603-14100	MATERIAL INVENTORY			76,827.78	
603-15696	DEFERRED OUTFLOW - OPEB			872.00	
603-15699	GERF DEFERRED OUTFLOWS			71,391.00	
	OTHER IMPROVEMENTS (LAND)			910,289.85	
	ACCUMULATED DEPR - OTHER IMPRO		(	905,163.56)	
	BUILDINGS		,	1,094,511.44	
	ACCUM. DEPRECIATION-BUILDINGS		(	676,728.38)	
	EQUIPMENT ACCUMULATED DEPRECIATION - EQU		,	1,777,791.65	
003-10410	ACCOMULATED DEFRECIATION - EQU			1,216,826.16)	
	TOTAL ASSETS			=	1,472,583.92
	LIABILITIES AND EQUITY				
	LIABILITIES				
603-20210	ACCOUNTS PAYABLE			39,399.57	
603-20800	DUE TO OTHER GOVERNMENTS			278.26	
603-21500	ACCRUED INTEREST			7,054.53	
	ACCRUED WAGES-VAC & COMP			15,223.17	
	OPEB LIABILITY			4,375.00	
	DEPOSITS			46,230.43	
	DESIGNATED - JR GOLF FUND			20,263.52	
	DESIGNATED- GOLF MAINT. FUND			648.12	
	DEFERRED REVENUE-GIFT CERTIFIC DEFERRED REVENUE-MEMBER CREDIT			15,677.50	
	OPEB DEFERRED INFLOW			21,543.33 1,651.00	
	DEFERRED (GERF) INFLOW			60,854.00	
	BOND PAYABLE - CUR PORT			9,000.00	
	BOND PAYABLE-2016 EQUIPMENT			9,000.00	
	BOND PAYABLE-2022 EQUIPMENT			130,000.00	
603-23111	BOND PAYABLE-2024 EQUIPMENT			175,000.00	
603-23400	BOND PREMIUM			30,941.05	
603-23999	GERF PENSION LIABILITY			218,084.00	
	TOTAL LIABILITIES				805,223.48
	FUND EQUITY				
603-25999	PRIOR PERIOD ADJUSTMENT		(	117,578.00)	
	UNAPPROPRIATED FUND BALANCE:				
603-25300	FUND BALANCE-UNDESIGNATED	736,894.99			
	REVENUE OVER EXPENDITURES - YTD	48,043.45			
	BALANCE - CURRENT DATE			784,938.44	

TOTAL FUND EQUITY

667,360.44

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# CITY OF NEW PRAGUE BALANCE SHEET JANUARY 31, 2025

GOLF COURSE

TOTAL LIABILITIES AND EQUITY

1,472,583.92

### WATER

### **ASSETS**

604-10101	CLAIM ON CASH		984,121.28
604-10125	MONEY MARKET-4M		416,060.54
604-10126	MONEY MARKET-4M 2024 BOND		910,859.80
604-10406	F.I.S.T. INVESTMENTS		902,829.11
604-10407	INVEST ALLOW-UNREALIZED LOS	(	41,666.69)
604-11500	ACCOUNTS RECEIVABLE		4,461.68
604-11502	ACCOUNTS RECEIVABLE - NSF		660.06
604-11525	ACCRUED REVENUE		96,080.11
604-11600	ALLOWANCE DOUBTFUL ACC'T	(	4,000.00)
604-11710	CUSTOMER ACCOUNTS RECEIVABL		119,973.30
604-12100	SPECIAL ASSESS. RECCURRENT		111.05
604-12300	SPECIAL ASSESS. RECDEFFERED		673,456.40
604-14100	MATERIAL INVENTORY		79,717.90
604-15696	DEFERRED OUTFLOW - OPEB		3,872.00
604-15699	GERF DEFERRED OUTFLOWS		75,379.00
604-16100	LAND		79,519.50
604-16200	BUILDINGS		2,454,932.92
604-16201	WELLS, PUMPS & PUMP HOUSE		2,197,186.11
604-16202	WATER TREATMENT		68,116.88
604-16203	WATER TREATMENT EQUIPMENT		1,253,269.45
604-16211	ACCUM DEPR-PRODUCTION PLANT	(	4,413,130.42)
604-16301	ELEVATED TOWER		1,988,569.68
604-16303	RESERVOIR		732,530.15
604-16304	DISTRIBUTION TO SYSTEM		8,016,109.30
604-16305	PRU VALVES		902.95
604-16306	MAIN STREET TREATMENT UPGRADE		215,848.13
604-16308	WATER METERS		1,127,277.76
604-16311	ACCUM DEPRTRANS-DISTRIBUTI	(	4,699,470.28)
604-16312	ACCUM. DEPR-GENERAL PLANT	(	297,697.00)
604-16314	SCADA		351,945.74
604-16401	BLDG IMPROVEMENT OFFICE		5,533.95
604-16402	DEFERRED MAINTENANCE CHARGE		24,794.02
604-16403	OFFICE FUNITURE & FIXTURES		29,980.37
604-16404	TRANSPORTATION/EQUIPMENT		266,271.51
604-16405	MISCELLANEOUS EQUIPMENT		39,308.45
604-16406	SHOP EQUIPMENT		1,417.62

TOTAL ASSETS 13,665,132.33

LIABILITIES AND EQUITY

### WATER

LIABIL	LITIES
--------	--------

604 20240	ACCOUNTS PAYABLE				24 706 00	
					24,786.00	
	STATE SALES TAX				17.83	
	SC TRANSIT TAX				4.27	
	ACCRUED INTEREST				56,455.63	
	ACCRUED WAGES-VAC & COMP				71,103.53	
	DUE WATER TESTING PROGRAM				2,392.37	
	OPEB LIABILITY				19,420.00	
	DEPOSITS				25,579.16	
	OPEB DEFERRED INFLOW				7,329.00	
	DEFERRED (GERF) INFLOW				95,644.00	
	BOND PAYABLE - CUR PORT				39,999.97	
604-23400	BOND PREMIUM				393,157.91	
604-23511	2011 CIP				30,080.00	
604-23516	2013B-REFUNDING 2005-2007				40,000.00	
604-23517	CIP 2014				50,000.00	
604-23518	2020A - REFUNDING				215,746.51	
604-23519	CIP 2020-2021				1,275,000.00	
604-23520	2021 UTILITY BUILDING				390,000.00	
604-23521	CIP 2022				250,000.00	
604-23522	CIP 2023				440,000.00	
604-23523	CIP 2024				820,000.00	
604-23999	GERF PENSION LIABILITY				293,737.00	
	TOTAL LIABILITIES					4,540,453.18
	FUND EQUITY					
604-25999	PRIOR PERIOD ADJUSTMENT			(	274,691.48)	
	RESERVED FOR INVESTMENT AL			(	.40)	
	FUND BALANCE-UNDESIGNATED			(	8,114,060.93	
	INVESTED IN UTILITY PLANT				1,287,688.93	
004-20000	INVESTED IN OTHER FEB.				1,207,000.00	
	UNAPPROPRIATED FUND BALANCE:					
	REVENUE OVER EXPENDITURES - YTD	(	2,378.83)			
	BALANCE - CURRENT DATE			(	2,378.83)	
	TOTAL FUND EQUITY					9,124,679.15
	TOTAL LIABILITIES AND EQUITY				:	13,665,132.33

### **ELECTRIC**

## **ASSETS**

COE 10101	CLAIM ON CASH		2 454 440 05
	MONEY MARKET-4M		3,151,148.05
	PETTY CASH		1,529,637.06 300.00
	MONEY MARKET-FIRST BK & TRUST		
			151,694.58
	F.I.S.T. INVESTMENT	,	2,569,590.53
	INVEST ALLOW-UNREALIZED LOS	(	118,589.82)
	ACCOUNTS RECEIVABLE		2,470.13
	ACCOUNTS RECEIVABLE - NSF		5,478.06
	ACOUNTS RECEIVABLE - SMMPA		32,444.76
	ACCRUED REVENUE		600,013.48
	ALLOWANCE DOUBTFUL ACC'T	(	10,000.05)
	CUSTOMER ACCOUNTS RECEIVABL		738,625.80
	SPECIAL ASSESS. RECCURRENT		1,124.28
	MATERIAL INVENTORY		1,226,603.34
	A/R SMMPA REBATES		491.73
	PREPAID OTHER		629.89
	DEFERRED OUTFLOW - OPEB		5,538.00
	GERF DEFERRED OUTFLOWS		185,794.00
605-16100			41,647.88
605-16205	STRUCTURE & IMPROV. BLDGS		3,792,791.38
605-16206	GENERATORS		5,527,533.57
605-16211	ACCUM DEPR-PRODUCTION PLANT	(	6,823,196.08)
605-16301	TRANSMISSION STATION EQUIPMENT		601,832.72
605-16302	TRANSMISSION POLES & CONDUCTOR		87,734.24
605-16303	DISTRIBUTION STATION EQUIPMENT		832,233.96
605-16304	POLES-TOWERS-FIXTURES		204,140.34
605-16305	OVERHEAD CONDUCTORS-DEVICES		678,998.06
605-16306	UNDERGROUND CONDUCTORS-DEVICE		6,130,180.47
605-16307	LINE TRANSFORMERS		2,104,995.37
605-16308	SERVICES		432,135.18
605-16309	ELECTRIC METERS		1,072,841.34
605-16310	FIBER OPTIC		98,856.02
605-16311	ACCUM DEPRTRANS-DISTRIBUTI	(	8,137,250.85)
605-16312	ACCUM DEPR - GEN PLANT	(	1,669,519.80)
605-16313	LOAD MANAGEMENT		104,472.67
605-16314	SCADA		123,864.82
605-16315	STREET LIGHTS		1,719,957.76
605-16316	STRUCTURE & IMPROVEMENTS E		224,058.67
605-16403	TOOLS & WORK EQUIPMENT		237,583.03
605-16404	TRANSPORTATION/EQUIPMENT		1,920,136.71
605-16405	MISCELLANEOUS EQUIPMENT		97,109.01
605-16406	SHOP EQUIPMENT		56,994.23
605-16420	OFFICE EQUIPMENT		89,730.18
605-16510	JOB #2 (URD) GIS MAPPING		3,027.29
605-16518	JOB #3 (URD) NE STREET RECONS		1,083.41
605-16519	JOB #3 (TRANS) NE STREET RECON		268.32
605-16522	JOB #3 (S.L.) NE STREET RECONS		2,245.36
605-16526	JOB #4 (URD) FEEDER #1		280,015.56
605-16527	JOB #4 (TRANS) FEEDER #1		37,700.33
605-16528	JOB #4 (SERV) FEEDER #1		113,560.28
605-16529	JOB #4 (METER) FEEDER #1		531.66
605-16530	JOB #4 (S.L.) FEEDER #1		53,754.08
605-16531	JOB #4 (FIBER) FEEDER #1		571.96
605-16542	JOB #6 (URD) FEEDER #4 & #6		370.64
605-16550	JOB #7 (URD) FEEDER #8		3,759.33
605-16568	JOB #9 (SERV) FUTURE GENERATIO		85,612.30
605-16584	JOB #11 (SERV) SCOTT EQUIP		108.00
300 10004	() 555		100.00

### **ELECTRIC**

	TOTAL ASSETS			=	20,205,463.22
	LIABILITIES AND EQUITY				
	LIABILITIES				
605-20200	ACCOUNTS PAYABLE-SMMPA			508,086.73	
605-20204	AP OTHER		(	34,752.45)	
605-20210	ACCOUNTS PAYABLE			178,121.02	
605-21650	ACCRUED WAGES-VAC & COMP			155,477.59	
605-21717	OPEB LIABILITY			27,780.00	
605-22000	DEPOSITS			102,995.27	
605-22001	ENERGY ASSISTANCE CONTRACTS			3,470.36	
605-22022	HOLDING FUNDS-DEPOSITS			950.00	
605-22296	OPEB DEFERRED INFLOW			10,484.00	
605-22299	DEFERRED (GERF) INFLOW			235,737.00	
605-23999	GERF PENSION LIABILITY			723,987.00	
	TOTAL LIABILITIES				1,912,336.52
	FUND EQUITY				
605-25999	PRIOR PERIOD ADJUSTMENT		(	890,763.35)	
605-26300	CONTRIBUTED CAPITAL		(	.19)	
605-26720	RESERVED FOR BONDS		•	321,700.00	
605-27200	FUND BALANCE-UNDESIGNATED			14,420,107.09	
605-28000	INVESTED IN UTILITY PLANT			4,423,834.26	
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	18,248.89			
	BALANCE - CURRENT DATE			18,248.89	
				<u> </u>	
	TOTAL FUND EQUITY			_	18,293,126.70
	TOTAL LIABILITIES AND EQUITY				20,205,463.22
				_	

### STORM WATER UTILITY

	ASSETS					
606 10101	CLAIM ON CASH				15,437.83	
606-10120	MONEY MARKET-FIRST BK & TRUST				63,415.28	
	MONEY MARKET.COMM SEC BK				4,508.00	
	MONEY MARKET-4M				646,613.66	
	MONEY MARKET-4M 2024 BOND				488,532.28	
606-11710	CUSTOMER ACCOUNTS RECEIVABLE				31,849.62	
606-15696	DEFERRED OUTFLOW - OPEB				625.00	
606-15699	GERF DEFERRED OUTFLOWS				14,498.00	
606-16300	INFRASTRUCTURE				8,726,371.44	
606-16310	ACCUMULATED DEPRECIATION - INF			(	4,296,667.92)	
606-16400	EQUIPMENT				29,295.57	
606-16410	ACC. DEP EQUIPMENT			(	24,378.51)	
	TOTAL ASSETS				=	5,700,100.25
	LIABILITIES AND EQUITY					
	LIABILITIES					
606-20210	ACCOUNTS PAYABLE				983.19	
	ACCRUED INTEREST				30,270.66	
	OPEB LIABILITY				3,134.00	
	OPEB DEFERRED INFLOW				1,183.00	
606-22299	GERF DEFERRED INFLOWS				14,813.00	
606-23100	BONDS PAYABLE				1,613,014.44	
	BOND PREMIUM				168,268.63	
	GERF PENSION LIABILITY				46,339.00	
	TOTAL LIABILITIES					1,878,005.92
	FUND EQUITY					
606-25999	PRIOR PERIOD ADJUSTMENT			(	36,253.00)	
	UNAPPROPRIATED FUND BALANCE:					
606-25300	FUND BALANCE-UNDESIGNATED		3,890,772.61			
	REVENUE OVER EXPENDITURES - YTD	(	32,425.28)			
	BALANCE - CURRENT DATE				3,858,347.33	
	TOTAL FUND EQUITY				-	3,822,094.33
	TOTAL LIABILITIES AND EQUITY				_	5,700,100.25

201,025.76

# CITY OF NEW PRAGUE BALANCE SHEET JANUARY 31, 2025

### AMBULANCE

	ASSETS				
651-10101	CLAIM ON CASH			64,634.45	
	MONEY MARKET-FIRST BK & TRUST			12,965.69	
651-10121				416.28	
651-10125	MONEY MARKET-4M			117,361.52	
	MONEY MARKET.STATE BANK - 1206			5,647.82	
			_	<u> </u>	
	TOTAL ASSETS			=	201,025.76
	LIABILITIES AND EQUITY				
	LIABILITIES				
651-20210	ACCOUNTS PAYABLE		_	3,773.92	
	TOTAL LIABILITIES				3,773.92
	FUND EQUITY				
651-27200	FUND BALANCE-UNDESIGNATED			162,640.15	
	UNAPPROPRIATED FUND BALANCE:				
651-25300	FUND BALANCE-UNDESIGNATED		36,849.60		
001-20000	REVENUE OVER EXPENDITURES - YTD	(	2,237.91)		
	NEVEROL GVEN EN ENDITONES TIB				
	BALANCE - CURRENT DATE		_	34,611.69	
	TOTAL FUND EQUITY			_	197,251.84

TOTAL LIABILITIES AND EQUITY

EDA

	ASSETS				
680-10101 680-10120 680-10125 680-13200	MONEY MARKET-FIRST BK & TRUST MONEY MARKET-4M		_	190,621.05 25,731.40 256,140.41 171.83	
	TOTAL ASSETS			=	472,664.69
	LIABILITIES AND EQUITY				
	LIABILITIES				
680-20210	ACCOUNTS PAYABLE		_	326.00	
	TOTAL LIABILITIES				326.00
	FUND EQUITY				
680-27200	FUND BALANCE-UNDESIGNATED			602,744.97	
680-25300	UNAPPROPRIATED FUND BALANCE: FUND BALANCE-UNDESIGNATED REVENUE OVER EXPENDITURES - YTD	(	127,183.27)		

130,406.28)

472,338.69

472,664.69

BALANCE - CURRENT DATE

TOTAL LIABILITIES AND EQUITY

TOTAL FUND EQUITY

### EDA-INDUSTRIAL PARK

ASSETS	
--------	--

 681-10101
 CLAIM ON CASH
 532,771.13

 681-10120
 MONEY MARKET-FIRST BK & TRUST
 12,866.64

 681-10125
 MONEY MARKET-4M
 113,030.24

TOTAL ASSETS 658,668.01

LIABILITIES AND EQUITY

**FUND EQUITY** 

UNAPPROPRIATED FUND BALANCE:

 681-25300
 FUND BALANCE
 658,346.71

 REVENUE OVER EXPENDITURES - YTD
 321.30

BALANCE - CURRENT DATE 658,668.01

TOTAL FUND EQUITY 658,668.01

TOTAL LIABILITIES AND EQUITY 658,668.01

Section 3. Item d.



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: LARGE ASSEMBLY PERMIT: ROTARY CLUB'S CRAFT BEER

TASTING/FUNDRAISER EVENT

**DATE:** MARCH 12, 2025

At the March 11<sup>th</sup> Park Board meeting, the large assembly permit for the New Prague Rotary Club's Craft Beer/Fundraiser event at Memorial Park was presented. The New Prague Rotary Club is proposing to host a Craft Beer/Fundraiser event in Memorial Park on August 16<sup>th</sup> from 12pm-5pm. They anticipate that a maximum of 500 participants will be at the event. Although the band has not been determined, they will have live music from 2pm to 5pm. Barricades will be located at the entrance and exit to Memorial Park. Individuals will be able to sample craft beer, but it will not be sold on-site. There will be 15-25 beer tents, 5-10 food trucks, and 2-4 shade tents. The Rotary Club intends to card visitors and provide wristbands to those 21 years or older. Individuals who are not of age will not be given wristbands and breweries will not supply alcohol to minors. The Rotary Club will supply orange plastic fencing if the City or if the Police Department recommends it. Visitors will use side street parking rather than utilizing the parking stalls at Memorial Park. Visitors will utilize the on-site restrooms, and the Rotary Club intends to rent portable restrooms. The City will need to provide additional trash receptacles.

The Park Board made a motion (4-0) to recommend approval of the event to the City Council with the following conditions:

- 1. The City of New Prague shall be named as additional insured for the event since it is taking place in Memorial Park and shall also be provided a copy of the Certificate of Insurance. The City shall be held harmless for any injuries or damages occurring during the event.
- 2. All of Memorial Park shall be reserved for the event from 10am to 8pm August 16th, 2025.
- 3. The City of New Prague will provide for up to 20 additional garbage receptacles in the park to be used for the event.
- 4. Rotary Club of New Prague shall provide notification of the event and associated activities to residential properties adjacent to Memorial Park at least one week prior to the event.
- 5. Electrical provisions in the park and shelter areas are limited. Events that require large amounts of electricity may require temporary service connections or a portable generator. All temporary electrical connections or portable generators will be required to be inspected

- by the state electrical inspector. Event holders should contact the New Prague utilities to review the event requirements and any cost that may be incurred.
- 6. If there will be live or recorded music must, it must cease at 10pm or earlier.
- 7. Rotary Club of New Prague shall provide for their own set up of the stage, crowd control and parking attendance.
- 8. Rotary Club of New Prague or any other vendor selling alcoholic beverages shall be limited to an area within the licensed premises, which is an area designated by barricades with controlled entry and exit points, for the specified time limit.
- 9. All the brewery tents must be located in one general area and fencing must enclose all the brewery tents. The sales and consumption of alcohol may only occur in the fenced area. Rotary Club staff must card individuals at the entrance and exit of the fenced area. The food trucks must be located outside the fence.
- 10. All glass containers are prohibited within the licensed premises and the licensee agrees to notify all liquor establishments authorized to sell or otherwise dispense alcoholic beverages during the assembly that only plastic or aluminum containers shall be allowed.

# **Staff Recommendation**

Approve the Large Assembly Permit for the Craft Beer Tasting/Fundraiser Event on August 16<sup>th</sup> at Memorial Park with the conditions listed.





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 AND SUNDAY LIQUOR LICENSE FOR THE BROZ EVENT

**VENUE** 

**DATE:** MARCH 10, 2025

The City of New Prague has received a new liquor license application for an On-Sale Intoxicating and Sunday liquor license for The Broz Event Venue.

The location of the liquor establishment is 212 W Main Street.

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, April 7, 2025, at 6:00 p.m. The proposed effective date of the license would be April 14, 2025.

# Recommendation

Mayor and Council review and call for Public Hearing on Monday, April 7, 2025, at 6:00 p.m.



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 A CONSUMPTION AND

DISPLAY LIQUOR LICENSE FOR LE FETE ROYALE

**DATE:** MARCH 7, 2025

The City of New Prague has received a new liquor license application for a Consumption & Display Permit for Le Fete Royale.

The location of the liquor establishment is 408 W Main Street.

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, April 7, 2025, at 6:00 p.m. The proposed effective date of the license would be April 14, 2025.

# **Recommendation**

Mayor and Council review and call for Public Hearing on Monday, April 7, 2025, at 6:00 p.m.



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: MATT RYNDA, PUBLIC WORKS DIRECTOR

**SUBJECT:** HIRE MAVRICK BIRDSELL FOR PARKS POSITION

**DATE:** MARCH 10, 2025

On November 20, 2024 we advertised for the parks position in the New Prague Times and the Times Extra for two (2) weeks each. We also advertised in several related organizations that offer free employment sites to their members. We received 12 applications and after reviewing all applications we interviewed 7 candidates.

Based on the application and interviews review process, staff recommend that Mavrick Birdsell be hired for the Parks position with an effective start date of Tuesday March 18, 2025, and that his wage be placed at Pay Grade 8 Step 1 on the City's Compensation Plan at \$25.99/hr.

# Recommendation

Mayor and Council approval of the hiring of Mavrick Birdsell to the Parks Department per the recommendations listed above.

Section 3. Item h.



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:** SATISFACTION OF SCDP HOUSING REPAYMENT AGREEMENT

**DATE:** MARCH 10, 2025

In 2010, LeSueur County was awarded a Small Cities grant for funds to use in the rehabilitation of 20 owner occupied homes in four cities within LeSueur County. New Prague was one of the four cities selected with the stipulation that inclusion in the program meant that the City had to utilize \$80,000 of existing Small Cities income to loan out to the 20 housing projects throughout the county. With each of the 20 housing projects we have a recorded repayment agreement for the portion of the City's funds that then were loaned (\$4,000 was loaned to each of the 20 projects). The terms of the agreement are that the grantee must repay the loan in full if the house is sold within 10 years from the date of the agreement and that if the 10 years expires that the loan is forgiven. The repayment agreement is a lien on the property.

Brad Carlson, property owner, recently contacted the City requesting a satisfaction document from the City that the terms of the repayment agreement have been completed. As outlined in the agreement, May 26th, 2021 was the last day the agreement was in effect.

Attached is a "Satisfaction of Repayment Agreement" document that should be approved and will be recorded by the property owner or their title company at their own expense.

# **Recommendation**

Council approval of the attached "Satisfaction of Repayment Agreement" for the SCDP Housing Repayment Agreement with Bradley A. and Kamy L. Carlson.

# **Attachments:**

- 1. Satisfaction of Repayment Agreement
- 2. SCDP Housing Repayment Agreement

# **SATISFACTION OF REPAYMENT AGREEMENT**

THAT CERTAIN REPAYMENT AGREEMENT with the City of New Prague, under the laws of the State of Minnesota, dated May 26th, 2011, executed by Bradley A. and Kamy L. Carlson, as the grantees, to the City of New Prague, as the grantor, and filed for record December 20th, 2011 as DOCUMENT NO. 378122, in the Office of the COUNTY RECORDER OF LESUEUR COUNTY, MINNESOTA, is with the indebtedness thereby secured, fully paid and satisfied.

	Ву:	
	Its Mayo	r
	Ву:	
	Its City Administrato	r
COUNTY OF SCOTT		
STATE OF MINNESOTA		
personally appeared Duane J. Jirik, the the City of New Prague to me known to	25, before me, a Notary Public with and for said County, Mayor and Joshua M. Tetzlaff, the City Administrator of be the person(s) described in and who executed the ng that he/she executed the same as his/her free act and	
	Notary Publi	_ C

THIS INSTRUMENT WAS DRAFTED BY: KENNETH D. ONDICH CITY OF NEW PRAGUE 118 CENTRAL AVE. N. NEW PRAGUE, MN 56071 952-758-4401

#### Document # 378122

Office of County Recorder Le Sueur County, Minnesota

I hereby certify that the within instrument was filed in this office for record on December 20, 2011 8:30 AM Sharon J. Budin, Recorder

Pages 3 SMS

EXEMPT MRT TAX PURSANT MS 287.04

# City of New Prague <u>SCDP</u> Housing Repayment Agreement

This transaction is exempt from Mortgage Registration Tax per MN Statute 298.06

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of May, 2011 by and between Bradley A. Carlson and Kamy L. Carlson (hereinafter referred to as "Owner" or "Grantee"), and the City of New Prague having its principal office at 118 Central Avenue North, New Prague, Minnesota, 56071 (hereinafter referred to as "City" or "Grantor).

WHEREAS, on May 26, 2011, the Grantor agreed to grant to Owner a rehabilitation Deferred Payment Loan (hereinafter referred as "Deferred Loan," relating to the real estate hereinafter described, in the amount of Four Thousand Dollars (\$4,000.00), but only on condition that Owner executes this Agreement.

NOW THEREFORE, in consideration of the said Deferred Loan, the parties do hereby agree as follows:

- 1. Owner covenants and agrees with the City that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the Owner is living or by reason of death of the Owner, or if the property is no longer the Owner's principal place of residence:
  - (a) That if the Owner sells, transfers or otherwise conveys real estate hereinafter described, or no longer maintains the property as the principal place of residence, within a period of ten (10) years from the date of the grant to wit: the 26<sup>th</sup> day of May 2011, they shall repay to Grantor a sum equal to the full amount of the grant as set forth above or as negotiated and approved by the SCDP project approval committee.
  - (b) Any such repayment shall be made to the City no later than the 30<sup>th</sup> day following such sale, transfer or other conveyance, or on such later date or dates as City, in its sole discretion, may designate.
  - (c) That if the Owner sells, transfers, or otherwise conveys the real estate hereinafter described, or moves out so that the property is no longer the Owner's principal place of

# 378122

residence within the eleventh (11<sup>th</sup>) year after receipt of the grant, or any time thereafter, the Owner shall repay to the Grantor zero percent (0%) of the amount of the grant, and will be under no further financial obligation to the Grantor.

- 2. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants and the City shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is situated in New Prague, Minnesota and is legally described as:
  - Lot 27, Block 9, Village (now City of New Prague) and the Northerly 52.7 feet of the South 106 feet of Outlot 2, Bruzek's Addition to New Prague.
- 3. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), or after the date at which the property is no longer the Owner's principal place of residence, Owner or his/her heirs, executors or representatives, shall give the City notice thereof.
- 4. In the event Owner or his/her heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the City may, with or without notice to Owner, foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.
- 5. Said lien shall terminate and shall be of no further force or effect in the event the City has not, within ten (10) years from the date of this Agreement, commenced an action in the aforesaid manner to foreclose the same.
- 6. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

(signature page follows)

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Bradley A. Carlson

111 4/10-

City of New Prague

Charles L. Nickolay, Mayor

w. Michael J. John

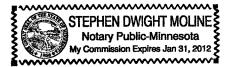
Michael J. Johnson, City Administrator

STATE OF MINNESOTA

COUNTY OF LE SUEUR )

On this 26<sup>th</sup> day of May, 2011, before me, a Notary Public within and for said County, personally appeared Bradley A. Carlson and Kamy L. Carlson, to me known to be the persons described in and who executed the foregoing instrument and acknowledging that they executed the same as their free act and deed.

Moli , Notary Public



The following short form certificates of notarial acts are sufficient for the purposes indicated, if completed with the information required by section 358.47 sub section (a):

For an acknowledgment in a representative capacity:

)

State of Minnesota ) County of Le Sueur

This instrument was acknowledged before me on the 4th day of  $\pi une$ , 2011, Michael J. Johnson, City Administrator of New Prague, Minnesota.

Seal if any:



Signature of notarial officer

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO LE SUEUR COUNTY.

This document drafted by:

Pettipiece & Associates LLC

PO Box 4173

Mankato, MN 56002-4173



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

#### **MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR

**SUBJECT:** CITY SERVER UPGRADES

**DATE:** MARCH 12, 2025

Five years ago, the City used COVID relief funds to make many upgrades across the City, including making technology more accessible through laptops for employees and upgrading servers to handle increased data loads. With all of the equipment being purchased at one time, it put the City in a tricky position of the equipment all passing its general shelf life at the same time. To that end, Ken Ondich and I have been working with CTS on a plan for getting the City's equipment on a cycle so that not everything is replaced at once, and to ensure that year over year planning is done for larger purchases in the future and budgets the last few years reflect these upgrades.

Last year, the City began replacing some of the equipment and will continue doing so over the next few years. One of the major upgrades that is needed is an upgrade to the servers. The primary driver on this upgrade is that the servers will be five years old in July. While that doesn't sound like they are that old, in the tech world, equipment ages quickly. Standard warranty length on servers is about four years. After that, additional warranties need to be purchased. Last year, the City spent about \$5,000 to purchase an additional year of warranty for its three servers to extend their lives. Speaking with CTS, a warranty for another year from the manufacturer is currently quoted at about \$10,000 for the three servers and will likely continue to exponentially increase year over year. Even under warranty, should a server fail, there would still be potentially significant downtime between when CTS can arrive, get the City on temporary servers, order the needed parts, and then get the City back up on its own servers.

The servers that CTS is now recommending have many advantages to the servers the City now uses, including the ability to be easily upgradable for more space as well as the ability to support each other to leave very little, if any, downtime should a server go down. The servers would work together to keep staff and City data working.

The servers being recommended are almost \$40,000 cheaper than the initial planned upgrades when servers were being discussed during the budget process in the fall. This decrease is due to a different server option being recommended as CTS continues to adapt to the City's needs. This new option, according to CTS, will better serve the City and at a less expensive cost.

#### Recommendation

Staff recommends proceeding with the quote from CTS to upgrade the City's servers.



Phone: (507)388-3880

Email: info@yourcts.com

Web: www.yourcts.com

Prepared For: Joshua Tetzlaff
Company: City of New Prague
Address: 118 Central Avenue
New Prague, MN 56071

United States

**Email:** jtetzlaff@ci.new-prague.mn.us

**Phone:** (952) 758-4401

# QUOTE

Date	Quote #
02/21/25	AAAQ54326-

Terms	Representative	P.O. Number
Net 30 Days	Steve Nixt	

Ln #	Qty	Description	Term	Unit Price	Ext. Price
1		Server Hardware			
2	3	Scale Computing HC3450F Chassis - Intel Xeon Gold 6526Y - 256GB RAM - 15.36TB Usable NVMe SSD - 25Gb SFP28 Networking - 2 x 1100w Power Supply		\$22,005.00	\$66,015.00
3	1	5 Year HW Support for Scale Computing HCI Appliance		\$5,825.00	\$5,825.00
4		Monthly Licensing			
5	3	SC//HyperCore - 16 core 60 Month Standard license and support software	60 Months	\$340.00	\$1,020.00
6	1	SC//Fleet Manager - 1 Cluster License, 60 Month Software Subscription	60 Months	\$5.00	\$5.00
7		HCI Networking Backplane			
8	2	StoreFabric SN2010M 25GbE 18SFP28 4QSFP28 Switch - Manageable - 25 Gigabit Ethernet - 25GBase-X - 3 Layer Supported - Modular - 57 W Power Consumption - Optical Fiber - 1U High - Rack-mountable		\$6,378.00	\$12,756.00
9	1	HPE StoreFabric SN2100M Rack Installation Kit		\$444.00	\$444.00
10	12	25G SFP28 Passive Direct Attach Copper Twinax Cable		\$35.00	\$420.00
11		Uninterruptible Power Supply w/Optional Extended Run Battery			
12	2	APC Smart-UPS On-Line, 2200VA, Rackmount 2U, 120V, 6x 5-20R+1x L5-20R NEMA outlets, Network Card, Extended runtime, W/ rail kit - 2U Rack-mountable - 3 Hour Recharge - 120 V Input - 120 V AC Output - Sine Wave - 1 x NEMA L5-20R, 6 x NEMA 5-20R - 7 x Battery/Surge Outlet		\$2,663.00	\$5,326.00
13	3	APC by Schneider Electric Digital license, PowerChute Network Shutdown for Virtualization and HCI, 5 year license - Available via Electronic		\$545.00	\$1,635.00
14		Professional Services			
15	1	Fixed Fee Project Labor - Technical Team		\$13,760.00	\$13,760.00

Term

rm Unit Price

# Ln # Qty Description

reaching end of life. Additionally, the city has greatly outgrown their server infrastructure due to changes in software and the addition of new surveillance and VoIP solutions. This currently has the city in a somewhat precarious situation with infrastructure that is barely able to keep up with current demand. Additionally, a generator was added at City Hall, necessitating a move to double conversion battery backup units. In 2024, city staff replaced the batteries in all of the other battery backup units throughout the city.

#### Prep:

Set strong administrative credentials and update the firmware on the new backplane switches.

Configure backplane and LAN VLANs as appropriate to support the needs of the environment.

Create a new cluster in Scale Computing Fleet Manager and import all nodes.

Apply LAN and backplane IP addresses.

Bring the nodes online and initialize the cluster.

Update firmware to the latest available version.

#### Server Migration:

Physically install the cluster and replacement battery backups on-site. Label battery backups with install date and IP address.

Establish redundant power connections.

Install the backplane switches on-site and bring the cluster online. Migrate all existing virtual machines using the Scale Move tools and/or Veeam.

Review resource allocation on all virtual machines and optimize as necessary.

Configure snapshot schedules to meet the RPO targets of the client. Configure automatic deployment of Veeam backup agents to Windows Server virtual machines.

Reconfigure Veeam backups to support the new architecture.

Deploy the SC//Platform System Shutdown solution in conjunction with PowerChute Network Shutdown to gracefully manage system shutdown during a power loss.

Test functionality and accessibility of all services.

Label all equipment.

Recycle obsolete equipment according to CTS policy.

Thoroughly update documentation.

A downpayment invoice of 75% will be initiated when products are ordered or labor scheduled, whichever comes first. The remaining 25%, including applicable change orders, will invoice upon project completion.

#### 16 1 VIP Client 10% Project Labor Discount

ubTotal \$105 830 00

-\$1,376.00

-\$1,376.00

 SubTotal
 \$105,830.00

 Sales Tax
 \$0.00

 Shipping
 \$0.00

 Total
 \$105,830.00

Select your preferred payment option / purchase terms\*

Recurring Amounts: \$1,025.00

<sup>\*</sup> If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

Section 3, Item i.

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Computer Technology Solutions (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable documents identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

This quote is valid for 7 days and is subject to change based on product availability, manufacturer promotions, errors and omissions, or other variables beyond the control of CTS.

Signature:	Date:
Exhibit A	
Master Services Agreement <a href="https://mspterms.live/CTS/MSA">https://mspterms.live/CTS/MSA</a>	

Services Attachment for Managed Services <a href="https://mspterms.live/CTS/IT-Services">https://mspterms.live/CTS/IT-Services</a>

Data Processing Agreement <a href="https://mspterms.live/CTS/DPA">https://mspterms.live/CTS/DPA</a>

Service Level Objectives <a href="https://mspterms.live/CTS/Service-Objectives">https://mspterms.live/CTS/Service-Objectives</a>

Schedule of Services https://mspterms.live/CTS/Schedule-of-Services

Schedule of Third-Party Services <a href="https://mspterms.live/CTS/Third-Party-Services">https://mspterms.live/CTS/Third-Party-Services</a>

Service Attachment for Managed Compliance <a href="https://mspterms.live/CTS/Compliance">https://mspterms.live/CTS/Compliance</a>

Service Attachment for Access Control https://mspterms.live/CTS/Access-Control

Service Attachment for Video Surveillance https://mspterms.live/CTS/Video-Surveillance



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

#### **MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: MATTHEW RYNDA, PUBLIC WORKS DIRECTOR

**SUBJECT:** PUBLIC WORKS COPIER LEASES

**DATE:** MARCH 5, 2025

Currently the Public Works has two copiers, one at Wastewater and one at the Street Garage. The current contract will expire on April 8, 2025, and we pay \$81.00 per month per copier from Metro Sales Inc. Under the new contract we will lease the same copiers for 39 months at \$75.00 per month per copier from Metro Sales Inc.

# Recommendation

Staff recommends the Mayor and Council authorize the lease of copiers from Metro Sales Inc.





#### SALES ORDER AND SECURITY AGREEMENT

 INSTALL DATE
 CUST NO.
 PO #
 SALES REP
 MAIN PHONE

 120215
 Jacob Lockhart
 (952) 758-3637

**Ship To** 

New Prague Waste Treatment Plant 601 12th St Ne New Prague, MN 56071 City of New Prague
118 Central Ave N
New Prague, MN 56071

QTY	PRODUCT NO	I.D. #	DESCRIPTION	TERM	PAYMENT
1	IMC400F-RS	139576	Ricoh IM C400F	39 MONTHS	75.00
1	417428		OCR Unit Type M13		
SPECIA	L INSTRUCTIONS				

CREDIT TERMS: SERVICE CHARGE OF 1% PER MONTH (12% PER ANNUM) OR HIGHEST LEGAL RATE, WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

Discontinued Products: MSI guarantees the availablitly of parts, labor, supplies and maintenance until

X NAME OF CUSTOMER - PRINT

X CUSTOMER'S AUTHORIZED SIGNATURE & TITLE

This Sales Order and Security Agreement is Customer's legal agreement to purchase all items specified above, and includes all terms contained on this page, and in any schedules and addenda referenced herein (collectively, "Agreement"). Customer accepts this Agreement without modification. Any modification by Customer is deemed rejected by MSI. A fax signature by Customer shall be as binding as an original. If Customer faxes or returns only part of the Agreement to MSI, Customer agrees that it is bound by the entire Agreement.

#### MACHINE PICK-UP INFORMATION

\*NOTE: CUSTOMER WARRANTS THAT THE EQUIPMENT IS FREE OF ANY LIENS, SECURITY INTEREST & ENCUMBRANCES.



#### **EQUIPMENT LEASE AGREEMENT**

LEA	CE NUMBER
	Section 3, Item j

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 - 11	ECAL	NAME	VND	ADDDEGG	OF I	EGGUD	

I OLL LLOAL NAME AND ADDITEOU OF	LLOOOK
NAME OF LESSOR: Metro Sales Inc.	
ADDRESS: 250 N River Ridge Cir	
CITY/ZIP: Burnsville, MN 55337-1612	PHONE: (612) 861-4000

#### **FULL LEGAL NAME AND ADDRESS OF LESSEE**

NAME OF LESSEE: New Prague Waste Treatment Plant		
ADDRESS: 601 12th St Ne		
CITY/ZIP: New Prague, MN 56071	PHONE:	(952) 758-3637

#### **RENTAL PAYMENT TERMS**

39	)	Payments of	\$75.00	(plus applicable taxes)
	Renta	l Payment Period is N	Monthly Unless Other	erwise Indicated.

QUANTITY	EQUIPMENT DESCRIPTION
1	Ricoh IM C400F

JAME	<b>ADDRESS</b>	OF SLIDDI	IFF

NAME OF SUPPLIER: Metro Sales Inc.					
ADDRESS: 250 N River Ridge Cir					
CITY/ZIP: Burnsville, MN 55337-1612	PHONE: (612) 861-4000				

BILLING ADDRESS OF LESS	EE	
-------------------------	----	--

NAME OF LESSEE:	
ADDRESS:	
CITY/ZIP:	PHONE:

#### ADVANCE RENTAL PAYMENTS

1st	Last	month(s) due
Received, plus		Security Deposit

MODEL NO.	SERIAL NO.
IMC400F-RS	3910P800188

#### TERMS AND CONDITIONS

- 1. Lease: Lessee agrees to lease from Lessor the Equipment listed above and on any attached schedule. This agreement shall commence upon Lessor's payment to Supplier and shall continue for the number of months shown above. Any transition billing shall be prorated from the monthly Rental Payment Amount set forth above, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date, as shown on the first invoice. LESSEE'S OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. Security deposits are non-interest-bearing and may be applied by Lessor to cure a Lease default and/or to offset the cost of any required repairs, maintenance or cleaning after the Equipment is returned to Lessor. Subject to these terms, if Lessee is not in default at the time of termination, Lessor will then return the balance of the security deposit to Lessee without interest. In the event Lessee fails to make any payment when due, Lessee agrees to pay a late charge of 10% of each such late payment or \$20, whichever is greater. Lessor may charge Lessee a fee of \$25 for any check that is returned. You authorize us to insert or correct missing information of this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege.

  2. Title: Title to the Equipment shall at all times remain in Lessor. Lessee at its expense shall protect and defend Lessor's title to the equipment and keep it free of all claims and liens other than the rights
- of Lessee hereunder and claims and liens created by or arising through Lessor and Lessee agrees to keep the Equipment only at the address shown above, and Lessee agrees not to move it unless Lessor agrees. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. Lessor may inspect the Equipment at any time during Lessee's regular business hours.
- 3. Equipment Use, Maintenance and Warranties: Lessee agrees that it is leasing the Equipment "AS- IS" AND LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessor hereby assigns to Lessee any manufacturer warranties. Lessee shall, at Lessee's cost, keep the Equipment is read warden and the production and th in good working condition and pay for all necessary supplies and repairs.

  4. Assignment: Lessee agrees not to transfer, sell, sublease, assign, pledge or encumber either the
- Equipment or Lessee's rights under this Lease without Lessor's prior written consent. Lessee agrees that Lessor may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits Lessor now has and the new owner will not have to perform any of Lessor's obligations here under thereafter and the rights of the new owner will not be subject to any claims, defenses, or setoffs that Lessee may have against Lessor.

  5. Risk of Loss and Insurance: Lessee is responsible for all risks of loss or damage to the
- Equipment and if any loss occurs Lessee is required to satisfy all of its Lease obligations. Lessee will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. Lessee will list Lessor as the sole loss payee for the insurance and provide Lessor with written proof of the insurance. If the Lessee does not provide such insurance Lessee agrees that Lessor shall have the right, but not the obligation, to obtain such insurance and add the cost of such insurance (and an insurance fee on which Lessor may earn a profit) to the amount due from Lessee or Lessor may bill Lessee and Lessee will pay monthly a property damage surcharge of up to .0035 of the total stream of payments as a result of Lessor's administrative costs, credit risk and other costs. Lessor mav make a profit on this program.
- 6. Taxes: Lessee agrees to pay when due, either directly or as reimbursement to Lessor, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. Lessee will indemnify Lessor on an after-tax basis against the loss of any tax benefits anticipated at the Rent Commencement Date arising out of Lessee's acts or omissions.

  7. End of Lease Options: Lessee shall have the following options at the end of the term of this Lease, provided the Lease has not terminated early and no event of default under the Lease has
- occurred and is continuing: a) purchase the Equipment for its fair market value; b) renew the Lease; c) return the Equipment at your expense in proper working order and as provided in Paragraph 8 of
- 8. End of Lease Notice: Lessee will give Lessor at least 30 days written notice (to Lessor's address above) before the expiration of the initial Lease term (or any renewal term) of Lessee's intention to renew the Lease or to purchase or return the Equipment. If Lessee fails to notify Lessor in the time period provided, or having provided notice fails to return the Equipment, this Lease will automatically renew on the same terms for consecutive 30-day periods until terminated by either party upon thirty (30) days prior written notice. Lessee is solely responsible for removing any data that may reside in the Equipment Lessee returns, including but not limited to hard drives, disk drives or any other form of
- 9. Default and Remedies: Lessee is in default on this Lease if: a) Lessee's failure to pay any rent of other sum due Lessor or other party, as herein provided, on the due date thereof; b) Lessee files bankruptcy, dissolution, becomes insolvent, or ceases operations; c) Lessee's failure to observe, keep or perform any other term, covenant or condition of this Lease, or any other agreement with Lessor, and such failure continues after the due date. In the event of a default, Lessor may: a) declare the entire balance of unpaid Rent payments for the full Lease term immediately due and payable; b) receive the Equipment's anticipated end of Lease fair market value plus reasonable collection and attorney fees and costs; c) charge interest on all monies due at the rate of 18% per year (or the highest interest rate allowed by law) from the date of default; d) require that Lessee immediately return the Equipment to Lessor or Lessor may peaceably repossess it, and e) exercise all other legal and equitable remedies available to Lessor including repossessing the Equipment under a writ of replevin. Any return or repossession will not be considered a termination or cancellation of the Lease.

- If the Equipment is returned or repossessed Lessor may sell or re-rent the Equipment on terms acceptable to Lessor, with or without notice to Lessee, and apply the net proceeds (after deducting any related expenses, including attorney fees and costs) to Lessee's obligations.
- Lessee shall remain liable for any deficiency.

  10. Indemnity: Lessee is responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. Lessee shall defend and indemnify Lessor against all Claims. This indemnity shall continue beyond the termination of this Lease, for all acts or omissions that occurred during the Term of this Lease and thereafter until the date the Equipment is returned to Lessor or its agent.
- 11. JURY WAIVER; Miscellaneous: Lessee agrees the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). Lessee agrees to waive any and all rights and remedies granted under Sections 2A-508 through 2A-522 of the UCC. This Lease and any guaranty of this Lease shall be governed and construed in accordance with the laws of Minnesota (other than its rules governing conflicts of law). Lessee and any Guarantor consent to personal jurisdiction in Minnesota. For any action arising out of or relating to this Lease or the Equipment, LESSOR AND LESSEE WAIVE ALL RIGHTS TO A TRIAL BY JURY. Lessee agrees that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts (manually or by electronic means) and transmitted to us by facsimile or other electronic means. When a copy of such Lease containing your signature is signed by us (manually or electronically) and is in our possession, then such copy shall constitute the sole original document for all purposes (including the Uniform Commercial Code). This Agreement constitutes the entire agreement between Lessor and Lessee and supersedes all prior oral and written agreement between Lessor and Lessee and supersedes all prior oral and written representations or agreements, communication, or understanding between them. No purported modification, release, or waiver of any provision of this Agreement shall be binding unless in writing and signed by Lessor and Lessee. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

Metro Sales, Inc.	
LESSOR	
Signature	Date
Print Name	Title
New Prague Waste Treatment P	lant
LESSEE	(FULL LEGAL NAME - SAME AS ABOVE)
Signature of Authorized Signer	Date
Print Name	Title

#### **DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned hereby certifies that all the equipment described in the equipment lease between Lessor and the undersigned, dated below, has been furnished, that delivery and installation of the equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions, and terms of said equipment lease have been reviewed and acknowledged.

Date of Delivery:				
New Prague Wa	aste Treatme	ent Plant		
Lessee				



#### SALES ORDER AND SECURITY AGREEMENT

 INSTALL DATE
 CUST NO.
 PO #
 SALES REP
 MAIN PHONE

 120215
 Jacob Lockhart
 (952) 758-1144

New Prague Street Dept
507 Ne 12th Street
New Prague, MN 56071

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

QTY	PRODUCT NO	I.D. #	DESCRIPTION	TERM	PAYMENT
1	IMC400F-RS	137842	Ricoh IM C400F	36 MONTHS	75.00
1	417429		OCR Unit Type M13		
SPECIA	L INSTRUCTIONS				
36 mont	h re-lease, new payr	ment of \$75	per month		
	um 2030, meaning v		the manufacturers parts guarantee will on the manufacturers parts guarantee will on the fix any part or supply related issue ov		

CREDIT TERMS: SERVICE CHARGE OF 1% PER MONTH (12% PER ANNUM) OR HIGHEST LEGAL RATE, WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

	Discontinued Products: MSI guarantees the availablitly of parts, labor, supplies and maintenance until		X	NAME OF CUSTOMER - PRINT
X	X Date Signature		X	CUSTOMER'S AUTHORIZED SIGNATURE & TITLE
			X	DATE

This Sales Order and Security Agreement ("Agreement") is made and entered into pursuant and subject to the terms and conditions under the Master Solutions Agreement located at <a href="https://www.metrosales.com/msi-master-solutions-agreement/">https://www.metrosales.com/msi-master-solutions-agreement/</a>. This Agreement, including any schedules and addenda referenced herein, is Customer's legal agreement to purchase all items specified above. Customer accepts this Agreement without modification. Any modification by Customer is deemed rejected by MSI. A fax signature by Customer shall be as binding as an original. If Customer electronically returns only part of the Agreement to MSI, Customer agrees that it is bound by the entire Agreement.

#### **MACHINE PICK-UP INFORMATION**

\*NOTE: CUSTOMER WARRANTS THAT THE EQUIPMENT IS FREE OF ANY LIENS, SECURITY INTEREST & ENCUMBRANCES.



#### **EQUIPMENT LEASE AGREEMENT**

1 FA	CE NUMBED
	Section 3, Item j.

FULL LEGAL N	NAME AND	ADDRESS	OF	LESSOF
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NAME OF LESSOR: Metro Sales Inc 250 N River Ridge Ci Burnsville, MN 55337-1612 (612) 861-4000

#### **FULL LEGAL NAME AND ADDRESS OF LESSEE**

NAME OF LESSEE: CITY OF NEW PRAGUE		
ADDRESS: 507 Ne 12th Street		
CITY/ZIP: New Prague, MN 56071	PHONE:	(952) 758-1144

#### **RENTAL PAYMENT TERMS**

39	Payments of	\$75.00	(plus applicable taxes)
Renta	al Payment Period is Mo	onthly Unless Other	wise Indicated.

QUANTITY	EQUIPMENT DESCRIPTION
1	Ricoh IM C400F

#### NAME AND ADDRESS OF SUPPLIER

ADDRESS: 250 N River Ridge Cir  CITY/ZIP: Burnsville, MN 55337-1612 PHONE: (612) 861-4000	DU : U:0 4 D D D D O O O I D O O O O	
	CITY/ZIP: Burnsville, MN 55337-1612	PHONE: (612) 861-4000
NAME OF SUPPLIER: Metro Sales Inc.	ADDRESS: 250 N River Ridge Cir	
NAME OF CURRUED MAL OLD I	NAME OF SUPPLIER: Metro Sales Inc.	

|--|

NAME OF LESSEE:	
ADDRESS:	
CITY/ZIP:	PHONE:

#### ADVANCE RENTAL PAYMENTS

1st	Last	month(s) due
Received, plus		Security Deposit

MODEL NO.	SERIAL NO.
IMC400F-RS	3910P101496

#### TERMS AND CONDITIONS

- 1. Lease: Lessee agrees to lease from Lessor the Equipment listed above and on any attached schedule. This agreement shall commence upon Lessor's payment to Supplier and shall continue for the number of months shown above. Any transition billing shall be prorated from the monthly Rental Payment Amount set forth above, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date, as shown on the first invoice. LESSEE'S OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. Security deposits are non-interest-bearing and may be applied by Lessor to cure a Lease default and/or to offset the cost of any required repairs, maintenance or cleaning after the Equipment is returned to Lessor. Subject to these terms, if Lessee is not in default at the time of termination, Lessor will then return the balance of the security deposit to Lessee without interest. In the event Lessee fails to make any payment when due, Lessee agrees to pay a late charge of 10% of each such late payment or \$20, whichever is greater. Lessor may charge Lessee a fee of \$25 for any check that is returned. You authorize us to insert or correct missing information of this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege.

  2. Title: Title to the Equipment shall at all times remain in Lessor. Lessee at its expense shall protect and defend Lessor's title to the equipment and keep it free of all claims and liens other than the rights
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- 3. Equipment Use, Maintenance and Warranties: Lessee agrees that it is leasing the Equipment "AS- IS" AND LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessor hereby assigns to Lessee any manufacturer warranties. Lessee shall, at Lessee's cost, keep the Equipment is read warden and the production and th in good working condition and pay for all necessary supplies and repairs.

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- 9. Default and Remedies: Lessee is in default on this Lease if: a) Lessee's failure to pay any rent of other sum due Lessor or other party, as herein provided, on the due date thereof; b) Lessee files bankruptcy, dissolution, becomes insolvent, or ceases operations; c) Lessee's failure to observe, keep or perform any other term, covenant or condition of this Lease, or any other agreement with Lessor, and such failure continues after the due date. In the event of a default, Lessor may: a) declare the entire balance of unpaid Rent payments for the full Lease term immediately due and payable; b) receive the Equipment's anticipated end of Lease fair market value plus reasonable collection and attorney fees and costs; c) charge interest on all monies due at the rate of 18% per year (or the highest interest rate allowed by law) from the date of default; d) require that Lessee immediately return the Equipment to Lessor or Lessor may peaceably repossess it, and e) exercise all other legal and equitable remedies available to Lessor including repossessing the Equipment under a writ of replevin. Any return or repossession will not be considered a termination or cancellation of the Lease.

- If the Equipment is returned or repossessed Lessor may sell or re-rent the Equipment on terms acceptable to Lessor, with or without notice to Lessee, and apply the net proceeds (after deducting any related expenses, including attorney fees and costs) to Lessee's obligations. Lessee shall remain liable for any deficiency.

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- injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. Lessee shall defend and indemnify Lessor against all Claims. This indemnity shall continue beyond the termination of this Lease, for all acts or omissions that occurred during the Term of this Lease and thereafter until the date the Equipment is returned to Lessor or its agent.
- 11. JURY WAIVER; Miscellaneous: Lessee agrees the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). Lessee agrees to waive any and all rights and remedies granted under Sections 2A-508 through 2A-522 of the UCC. This Lease and any guaranty of this Lease shall be governed and construed in accordance with the laws of Minnesota (other than its rules governing conflicts of law). Lessee and any Guarantor consent to personal jurisdiction in Minnesota. For any action arising out of or relating to this Lease or the Equipment, LESSOR AND LESSEE WAIVE ALL RIGHTS TO A TRIAL BY JURY. Lessee agrees that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts (manually or by electronic means) and transmitted to us by facsimile or other electronic means. When a copy of such Lease containing your signature is signed by us (manually or electronically) and is in our possession, then such copy shall constitute the sole original document for all purposes (including the Uniform Commercial Code). This Agreement constitutes the entire agreement between Lessor and Lessee and supersedes all prior oral and written agreement between Lessor and Lessee and supersedes all prior oral and writen representations or agreements, communication, or understanding between them. No purported modification, release, or waiver of any provision of this Agreement shall be binding unless in writing and signed by Lessor and Lessee. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

Metro Sales, Inc.	
LESSOR	
Signature	Date
Signature	Date
Print Name	Title
CITY OF NEW PRAGUE	
LESSEE	(FULL LEGAL NAME - SAME AS ABOVE)
	,
	,
Signature of Authorized Signer	Date
Signature of Authorized Signer	,
	Date
Signature of Authorized Signar	,
Signature of Authorized Signer	,
Signature of Authorized Signer  Print Name	,

#### **DELIVERY AND ACCEPTANCE CERTIFICATE**

The undersigned hereby certifies that all the equipment described in the equipment lease between Lessor and the undersigned, dated below, has been furnished, that delivery and installation of the equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions, and terms of said equipment lease have been reviewed and acknowledged.

Date of Delivery:			
CITY OF NEW	PRAGUE		
Lessee			



# **MEMORANDUM**

TO: Mayor and City Council

Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: March 11, 2025

RE: Project Updates

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

#### 2023 STREET AND UTILITY IMPROVEMENTS PROJECT

The Contract is waiting for one document from their bond agency. Closeout and final payment on this project is now expected for the April 7<sup>th</sup> council meeting.

#### 2024 STREET AND UTILITY IMPROVEMENTS PROJECT

The contractor is complete with work for the year. Conversations with the contractor, including those pertaining to project closeout and liquidated damages are ongoing and expected to resume soon. With warming weather, a punchlist review is anticipated later this month along with a review of turf restoration needs.

## 2025 STREET AND UTILITY IMPROVEMENTS PROJECT

A neighborhood meeting is scheduled for April 2<sup>nd</sup> from 6pm to 7:30pm. The preconstruction meeting is scheduled for March 27<sup>th</sup> from 1pm to 2pm. The contract has indicated a construction start date of April 7<sup>th</sup>, though some mobilization and installation of temporary water services may occur the previous week.

Chosen Valley Testing will provide a construction testing proposal for consideration at the April 7<sup>th</sup> council meeting.

#### **CITY CENTER GRADING PLAN - PHASE 1**

A memo and resolution to award this project are included with the council packet separately.

cdk

x:\ko\n\newpr\common\council meetings\031725 cc project updates.docx



March 11, 2025

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

Dear Matt:

RE: Agreement for Professional Services Construction and Post-Construction 2025 Street and Utility Improvement Project SEH No. NEWPR 179117

Please consider this proposal for construction services related to the 2025 Street and Utility Improvement Project.

# PROJECT SCOPE AND PROPOSED FEES

This is broken down between phases of the project. Phases 1 (Feasibility Report) and Phase 2 (Final Design and Bidding, Right of Way) were previously approved by council. This proposal includes the final engineering services related to completion of the project.

#### **CONSTRUCTION SERVICES**

#### Task 4.1 – Construction Administration (\$62,400 Lump Sum)

This task is associated with administration of the project, including preparation and administration of the construction contract, weekly construction meetings, project updates to residents, pay applications, shop drawing reviews, and general coordination of the project with the Contractor and City. As part of a State Aid Project, it also includes submittals to MnDOT State Aid for funding and to meet requirements. With two State Aid Project numbers, it is expected there will be additional work when compared to the previous year's project.

#### Phase 4.2 – Construction Staking (\$51,000 Hourly Not to Exceed)

This task is associated with providing field construction staking for the full project including streets, sanitary sewer, water main, and storm sewer. We are proposing to complete this service as hourly as the time and cost involved is highly influenced by Contractor schedule and phasing.

# Phase 4.3 – Construction Observation (\$321,500 Hourly Not to Exceed)

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

We will provide construction observation services (Resident Project Representative – RPR) on a full-time basis, based on the work happening at a particular time. At times during peak construction activity, we may provide additional field staff to meet the needs of the project at a given time. We will maintain daily construction records and quantities and will prepare record drawings upon completion of the project. Detailed explanation of the scope of RPR services is provided in the attached Exhibit B – RPR.

We are estimating the typical work week to include 55 hours of construction observation per week from April through of October 2025 with some part time at the beginning and end of the project. Work weeks

Agreement for Professional Services – Construction and Post-Construction Services 2025 Street and Utility Improvement Project March 11, 2025 Page 2

may exceed 60 hours some week, but 55 hours is used as an average over the 25 weeks with shorter weeks as the project ramps up early and slows down in the spring. There is also time in the spring of 2026 for project closeout, warranty reviews, punch list reviews, and final paving. Eight weeks of work is estimated with a second RPR on-site to assist during peak construction periods. This work is proposed at an hourly, not to exceed basis. John Voigt is the proposed primary RPR on the project.

Previous experience with this contractor has resulted in construction schedules less than allowed in the Contract. Though a schedule has not yet been provided, we expect the overall time of construction may be less than the contract allows and that construction staking and RPR services may be reduced accordingly. There may be additional time for a second RPR if multiple crews are on-site earlier in the project.

#### PHASE 4 - POST CONSTRUCTION SERVICES

## Task 4.1– Assessments (\$8,400 Lump Sum):

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

#### Task 4.2 – Record Drawings (\$24,800 Lump Sum):

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

#### **TOTAL FEES**

An outline of the total engineering fees for the project

Task 1.0 Feasibility Report	\$73,200	(Previously Approved)
Task 2.0 Final Design and Bidding	\$202,400	(Previously Approved)
Task 3.0 Right of Way Services	\$2,000	(Previously Approved)
Task 4.0 Construction Services	\$434,900	
Task 5.0 Post Construction Services	\$33,200	
Total Proposed Engineering Fees	\$745,700	

Engineering fees are estimated at 17.8% of the low bid construction cost. Please contact us with any questions or comments concerning this proposal/agreement.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC

Chris Knutson, PE Client Service Manager

(Lic. MN)

#### Attachments

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

#### cdk



# 2025 Street and Utility Project New Prague, Minnesota March 11, 2025

DETAILED TASK HOUR BUDGET/COST /	DETAILED TASK HOUR BUDGET/COST ANALYSIS				
	Knutson Project Eng PE	Voigt Sr RPR	TBD Jr RPR	Brinkman Admin Tech	Totals
Task 3.1 - Construction Administration:					
Const Project Management / Calls / Doc. Mgmnt (assume Avg 2 hrs/wk X 30 wks)	60		1	12	72
MnDOT Submittals and Pay Requests	8			12	8
Prepare / Coordinate construction contracts	6			5	11
Preconstruction meeting/Prepare / agenda / minutes	8			2	10
Const. Progress Meetings / Field visits / minutes / (assume weekly over 30 weeks = 30X4 hrs)	120				120
Project updates - (assume approx. 30)	30			15	45
Pay Estimates / Review / Estimates of Project Costs & Funding Breakdowns (assume monthly 8 x 5 hrs)	40			5	45
Subtotal Hours this T	ask: 272	0	0	39	311
Subtotal Fee this To		-			
Task 3.2 - Construction Staking Subtotal Fee this Ti	ask: \$51.000				
Task 3.3 - Construction Observation (RPR):					
RPR Daily Duties (assumed: 4 wks@20hrs+25wks@55hrs+3wks@40hrs = 1575 hrs)		1575			1575
Second RPR Assistance (assumed: 8 wks@40hrs = 320 hrs)			320		320
Subtotal Hours this T	Task: 0	1575	320	0	1895
Subtotal Fee this To	ask: \$321,500			•	
Total Fee Construction Engineering:	\$434,900				
Tool 44 Assessments (O'to Oslo Tool)					
Task 4.1 - Assessments (City Only Task):  Prepare and Finalize Assessment Roll / Meet with Staff to Review	10			1 4	14
Prepare and Finalize Assessment Roll / Meet with Stall to Review  Prepare/Review Notice of Assessment Hearing for Mailing and Publications	2			10	12
Prepare Agenda Reports and Resolutions (2 meetings)	4			1 1	5
	7			<u> </u>	7
Prepare for and attend Assessment Hearing Provide follow up information to city / Send out Final Notices	3			6	9
Subtotal Hours this T		0	0	21	47
Subtotal Fee this To		0	U	21	47
Task 4.2 - Record Drawings					
Prepare Record Drawings		128	16	1	144
Review, Submittal, and Distribution of Record Drawings	2	4			6
Subtotal Hours this T		132	16	0	150
Subtotal Fee this To	ask: \$24,800				

3/11/2025 SEH, Inc

Section 5, Item a.

# **Supplemental Letter Agreement**

In accordance with the Master Agreement for Professional Services between City of New Prague ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 8, 2009, this Supplemental Letter Agreement dated March 17, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Street and Utility Project - Construction and Post-Construction Services.

Client's Auth	norized Representative: Ma	att Rynda
Address:	118 Central Ave N, New Prague, M	linnesota 56071
Telephone:	952.758.1144	email: mrynda@ci.new-prague.mn.us
Project Mana	ager: Chris Knutson	
Address:	11 Civic Center Plaza, Suite 200, N	Mankato, Minnesota 56001
Telephone:	507.237.8383	email: cknutson@sehinc.com
Scope: The	Services to be provided by Consultar	nt: See attached letter dated March 11, 2025.
Resident Pr 3.	oject Representative Services: RP	R services will be provided in accordance with attached Exhibit
Schedule: S	services shall begin immediately and	last through the project's final completion.
Payment: Se	ee attached letter dated March 11, 20	025.
	· · · · · · · · · · · · · · · · · · ·	special conditions are set forth in attached Exhibit A-1 (hourly), shall be compensated in accordance with the rate schedule.
		al terms contrary to the Master Agreement for Professional ically agreed to by signature of the Parties and set forth herein:
Short Elliott	Hendrickson Inc.	City of New Prague
Ву:	_ Chin Known	By:
Full Name:	Chris Knutson	Full Name:
Title:	Client Service Manager	Title:
		Ву:
		Full Name:

Title:

Section 5, Item a.

# Exhibit A-1 to Supplemental Letter Agreement Between City of New Prague (Client) and Short Elliott Hendrickson Inc. (Consultant) Dated March 17, 2025

# 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:

- Transportation and travel expenses.
- 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.

Section 5, Item a.

# 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.

Section 5. Item a.

# Exhibit A-2 to Supplemental Letter Agreement Between City of New Prague (Client) and **Short Elliott Hendrickson Inc. (Consultant) Dated March 17, 2025**

# Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

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

#### A. Lump Sum Basis Option

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

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

#### B. Expenses Not Included in the Lump Sum

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

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

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

# Exhibit B to Supplemental Letter Agreement **Between City of New Prague (Client)** and **Short Elliott Hendrickson Inc. (Consultant)** Dated March 17, 2025

# A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

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

#### A. General

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

#### B. Duties and Responsibilities of RPR

- Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
- Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- Liaison: 3.
  - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
- Shop Drawings and Samples\*:
  - (a) Record date of receipt of shop drawings and samples.
  - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
  - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
- Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
- (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
- Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.

#### Records: 8.

- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
- (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
- (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
- (d) Report immediately to Consultant and Client upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

#### 12. Completion:

- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
- (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

## C. Limitations of Authority

Resident Project Representative:

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
- 2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
- 3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
- Shall not authorize Client to occupy the Project in whole or in part. 6.
- 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.



# **MEMORANDUM**

TO: Mayor and City Council

Joshua Tetzlaff, City Administrator

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

DATE: March 10, 2025

RE: City Center Grading Project – Phase 1

Resolution Accepting Bids

SEH No. SEH No. NEWPR 180839 14.00

#### **BID OPENING**

Attached is a summary of the quotes received on Friday, March 7, 2025 for this project. Quotes were received from direct solicitation of five contractors, three of which responded.

Contractor	Base Bid		
Holtmeier Construction, Inc.	\$64,656.50		
KA Witt Construction, Inc.	\$86,000.00		
Deutsch Construction, Inc.	\$93,630.00		
Engineer's Estimate	\$124,000.00		

The project includes the removal of aggregate surfacing and replacement with topsoil at the City-owned property located north of Main Street and between 3<sup>rd</sup> Street NW and 2<sup>nd</sup> Street NW. This site will also include grading of the outdoor seating area for the POPS facility to be constructed this summer. It will not include any construction related directly to the POPS facility including structural, concrete walk, or storm sewer. Those improvements are expected to be constructed with that building (by others).

The quotes received are lower than the engineer's estimate. Directly relating to the quote received from Holtmeier Construction, Inc., the contractor anticipates removing existing aggregate materials for use as pipe bedding on the 2025 Street and Utility Improvement Project, with replacement embankment materials to include surplus dirt removed from that project. This accounts for the majority of the cost savings on the Project when compared to the engineer's estimate.

#### STAFF/ENGINEER RECOMMENDATION

It is recommended that the City Council approve the attached Resolution Accepting Bids for the City Center Grading Project – Phase 1 and to award the contract to Holtmeier Construction, Inc., of Mankato, Minnesota.

cdk

Attachment: Resolution Accepting Bids

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

}

# CITY OF NEW PRAGUE RESOLUTION #25-03-17-01

# CITY CENTER GRADING PROJECT – PHASE 1 ACCEPTING BIDS

**WHEREAS**, pursuant to an Invitation to Bid for the construction of the City Center Grading Project – Phase 1, bids were opened, and tabulated according to law, and the following bids were received in response to the Invitation to Bid:

<u>Contractor</u>	<b>Total Bid Amount</b>
Holtmeier Construction, Inc.	\$ 64,656.50
Mankato, MN	
KA Witt Construction, Inc.	\$86,000.00
New Prague, MN	
Deutsch Construction, Inc.	\$93,630.00
New Prague, MN	
Engineer's Estimate	\$ 124,000.00

**AND WHEREAS**, it appears that Holtmeier Construction, Inc., of Mankato, Minnesota, is the lowest responsible bidder,

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

1. The mayor and administrator are hereby authorized and directed to enter into a contract with Holtmeier Construction, Inc., of Mankato, Minnesota, in the name of the City of New Prague, Minnesota, for the construction of the City Center Grading Project – Phase 1 in the amount of \$64,656.50, according to the plans and specification therefore approved by the city council and on file in the office of the City Administrator.

# City Council Proceedings

Section 6, Item b.

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

Adopted by the council this 17th day	of March, 2025.	
	Duane J. Jirik Mayor	
ATTEST:		
Joshua M. Tetzlaff City Administrator		

March 17, 2025

FIVE - YEAR CAPITAL IMPROVEMENT PLAN FOR ISSUANCE OF GENERAL OBLIGATION CIP BONDS:

# City of New Prague, Minnesota

2025 - 2029



# Prepared by:

Ehlers 3060 Centre Pointe Drive Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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# I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a Statute (Section 475.521, referred to herein as the "CIP Act") that allows cities to issue municipal bonds under a capital improvement plan without a referendum requirement (except for the so-called "reverse referendum" petition provision described below). The CIP Act applies to specific capital improvements for the purposes of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality, as well as libraries and town halls to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term "Capital Improvement" refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City of New Prague (the "City") will be funded through other means identified in the City's regular capital improvement planning and budgeting processes and are not governed by this plan.

# **PURPOSE**

A Capital Improvement as defined in the CIP Act is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, any of which have a useful life of 5 years or more. For the purposes of the CIP Act, Capital Improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or land for those facilities. A Capital Improvement Plan ("CIP"), as identified by the CIP Act is a document designed to anticipate Capital Improvement expenditures over a five-year period so that they may be acquired, constructed and/or installed in a cost-effective and efficient manner. The CIP must set forth the estimated schedule, timing, and details of specific Capital Improvements by year, together with the estimated cost, need for improvement, and sources of revenue to pay for the improvement.

The City believes the capital improvement process is an important element of responsible fiscal management and engages in adoption of a comprehensive capital improvement plan for city-wide capital expenditures annually as part of its budgeting process. That annual capital planning process is related to but distinct from this document which is the CIP as referenced in the CIP Act described above.

As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. To offset financially difficult times, good planning is essential for the wise use of limited financial resources.

# **PLANNING PROCESS**

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its budgeting process. The City assembles the specific capital expenditures to be undertaken within the next five years, and prepares a plan based on project priorities and available funding sources. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If the plan calls for general obligation bonds to finance certain Capital Improvements (referred to herein as "CIP Bonds"), the City Council must follow an additional set of procedures. The City may adopt a CIP specifically for those Capital Improvements and address various factors identified within the CIP Act. This CIP, therefore, supplements the City's established capital planning process.

The Council must hold a public hearing regarding issuance of the CIP Bonds to obtain public comment on the matter. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site.

The Council must approve the sale of CIP Bonds by a 3/5ths vote of its membership. However, issuance of CIP Bonds is also subject to reverse referendum: if a valid petition is signed by voters equal to at least five percent of the votes cast in the City in last general election and is filed with the City Clerk within 30 days after the public hearing regarding the CIP Bonds, the CIP Bonds may not be issued under the CIP Act unless

approved by a majority of voters voting on the question of issuing the obligations.

Further, the maximum debt service in any year on all City CIP Bonds outstanding and proposed to be issued is an amount equal to 0.16% of the estimated market value of property in the city, using the market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and general obligation bonds have been authorized, the City works with its municipal advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, prior qualifying expenditures for specified Capital Improvements can be reimbursed and new expenditures made.

# II. PROJECT SUMMARY

The Capital Improvements to be undertaken with this CIP for the years 2025 to 2029 are limited to the expenditures listed below. All other foreseeable capital expenditures within the City government will be funded through other means as identified within the City's annual budgeting process.

#### 2025 Expenditures

Construction of a new police facility within the City. The City proposes to finance the construction of the police facility through issuance Capital Improvement Plan Bonds (referred to as "CIP Bonds") under the CIP Act and this CIP. The CIP Bonds are anticipated to be issued in 2025, in a principal amount not to exceed \$13,000,000.

#### 2026 Expenditures

None contemplated at this time.

## **2027 Expenditures**

None contemplated at this time.

## 2028 Expenditures

None contemplated at this time.

# 2029 Expenditures

None contemplated at this time.

# III. FACTORS OF CONSIDERATION

The CIP Act requires the City Council to consider eight factors in preparing the CIP and authorizing general obligation bonds to finance Capital Improvements thereunder:

- 1. Condition of the City's existing infrastructure, including projected need for repair or replacement.
- 2. Likely demand for the improvement.
- 3. Estimated cost of the improvement.
- 4. Available public resources.
- 5. Level of overlapping debt in the City.
- 6. Relative benefits and costs of alternative uses of funds.
- 7. Operating costs of the proposed improvement.
- 8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the aforementioned capital improvement and the issuance of CIP Bonds. The findings are as follows:

# Conditions of City Infrastructure and Need for the Project

The City continues to experience exponential growth, and the police department continues to grow proportionally to its service area. This necessitates a larger and more functional facility. A facilities study was conducted which showed the need for a new police facility. This need stems from a cramped working space, inadequate evidence area, a locker room / changing area that has little to no space and a shower that is not operational, and a poor meeting / interrogation space, among other deficiencies.

The proposed facility would meet the current needs of the department and allow for future expansion.

# Demand for the Project

The City continues to experience exponential growth given the undeveloped land in the City well-positioned for residential development. Population growth models forecast the City will continue to grow and is projected to have a population of 9,600 in 2030 and 11,874 by 2040. Due to the growth and the resulting increased demand for services, the City Council has determined a need for the new police facility.

As the City continues to grow and more demands for services are required, the City has a responsibility to deliver these services for the safety, health, and welfare of the community. The Capital Improvements identified in this CIP are required to adequately provide services to residents and businesses over the next 15-20 years.

# **Estimated Cost of the Projects**

The cost of the capital improvement projects are estimated to be approximately \$12.2 million inclusive of hard and soft costs for construction. At the time of preparation of this CIP, the City is in the process of advertising for bids for construction of the proposed facility.

## **Availability of Public Resources**

The City intends to finance the Capital Improvement through issuance of General Obligation CIP Bonds in an aggregate principal amount of up to \$13,000,000. Note: the anticipated bond amount includes estimates for cost of issuance, capitalized interest, and underwriter discount. Given the estimated costs of the police facility, debt is necessary to finance the costs and preserve necessary operating resources. The City may consider leveraging reserves to reduce the amount of debt for the Capital Improvements.

# **Level of Overlapping Debt**

	2023/24 Adjusted Taxable	Est. G.O. Debt	Debt Applicable to Tax Capacity in City	
Taxing Unit(1)	Net Tax Capacity	As of 6-6-24(2)	Percent	Amount
Le Sueur County Scott County ISD No. 721 (New Prague)	\$ 59,041,870 318,207,331 34,057,706	\$ 36,095,000 96,455,000 66,665,000	8.0% 2.1 33.4	\$ 2,887,600 2,025,555 22,266,110
Total				\$27,179,265

- (1) Only those units with outstanding general obligation debt are shown here.
- (2) Excludes general obligation tax and aid anticipation certificates and revenue-supported debt.

# Relative Costs and Benefits of Alternative Uses of the Funds

The current space limitations, functional obsolescence, and inadequate layout for police services necessitate capital investments by the City over the next 5 years. There are no significant alternative uses of funds that would provide the same long-term solution for the capital improvement project designated in this CIP.

# Operating Costs of the Proposed Improvements

The annual operating costs for the proposed capital improvement project will increase in 2026 when the police facility becomes operational but will remain relatively stable thereafter. All other operating costs have been accounted for and considered within the City's operating budget.

#### Options for Shared Facilities with Other Cities or Local Government

The City determined that utilizing shared facilities with adjacent cities was not a viable alternative to the City's plans to expand and bolster fire, police, and city services.

# **FINANCING**

The aggregate principal amount of CIP Bonds to be issued under this CIP, in one ore more series, at one time or from time to time, shall not exceed \$13,000,000. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds, further shown in Appendix A.

In financing the CIP, two significant statutory limitations apply. First, under Chapter 475, cities cannot incur debt that is to be repaid solely

with property taxes, in an aggregate amount exceeding 3% of the assessor's estimated market value (EMV) of the municipality. Since the EMV for Pay 2024 is \$1,054,895,600, the total amount of outstanding debt cannot exceed \$31,646,868. (Pay 2025 information is not yet available.) As of March 17, 2025, the City has \$1,499,000 subject to the statutory debt limit. Adding an additional \$13,000,000 of CIP Bonds, therefore, will leave the City with approximately \$17.15 million of unused statutory debt capacity.

Second, the CIP Act specifies that the total amount of principal and interest payable in any single calendar year on all CIP Bonds issued by the City cannot exceed 0.16% of the City's total estimated market value. Using the EMV above, the City's maximum CIP Bond debt service is therefore \$1,687,833.

The highest cumulative annual amount of debt service payments on the City's existing CIP Bonds plus the proposed new CIP Bonds will not exceed the maximum annual limit under the CIP Act.

#### IV. PLAN CONTINUATION

The City should review and update this CIP as needed, using the process outlined in this document.

# **APPENDIX A**

#### **Sources & Uses**

Dated 05/08/2025 | Delivered 05/08/2025

#### Sources Of Funds

Par Amount of Bonds	\$12,855,000.00
Total Sources	\$12,855,000.00
Uses Of Funds	
Total Underwriter's Discount (1.100%)	141,405.00
Costs of Issuance	100,000.00
Deposit to Capitalized Interest (CIF) Fund	411,500.03
Deposit to Project Construction Fund	12,200,000.00
Rounding Amount	2,094.97
Total Uses	\$12,855,000.00

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
05/08/2025	-	-		-	-	-	-
02/01/2026	-	-	411,500.03	411,500.03	(411,500.03)		-
08/01/2026	-	-	281,635.00	281,635.00		281,635.00	-
02/01/2027	245,000.00	3.300%	281,635.00	526,635.00	-	526,635.00	808,270.00
08/01/2027		-	277,592.50	277,592.50	-	277,592.50	
02/01/2028	255,000.00	3.300%	277,592.50	532,592.50	-	532,592.50	810,185.00
08/01/2028	-	-	273,385.00	273,385.00	-	273,385.00	-
02/01/2029	265,000.00	3.350%	273,385.00	538,385.00	-	538,385.00	811,770.00
08/01/2029	-	-	268,946.25	268,946.25	-	268,946.25	-
02/01/2030	270,000.00	3.400%	268,946.25	538,946.25	-	538,946.25	807,892.50
08/01/2030	-	-	264,356.25	264,356.25	-	264,356.25	-
02/01/2031	280,000.00	3.450%	264,356.25	544,356.25	-	544,356.25	808,712.50
08/01/2031	-	-	259,526.25	259,526.25	-	259,526.25	-
02/01/2032	290,000.00	3.500%	259,526.25	549,526.25	-	549,526.25	809,052.50
08/01/2032		-	254,451.25	254,451.25	-	254,451.25	
02/01/2033	300,000.00	3.550%	254,451.25	554,451.25	-	554,451.25	808,902.50
08/01/2033	-	-	249,126.25	249,126.25	-	249,126.25	-
02/01/2034	310,000.00	3.600%	249,126.25	559,126.25	-	559,126.25	808,252.50
08/01/2034	-	-	243,546.25	243,546.25	-	243,546.25	-
02/01/2035	325,000.00	3.700%	243,546.25	568,546.25	-	568,546.25	812,092.50
08/01/2035	-	-	237,533.75	237,533.75	-	237,533.75	-
02/01/2036	335,000.00	3.750%	237,533.75	572,533.75	-	572,533.75	810,067.50
08/01/2036	-	-	231,252.50	231,252.50	-	231,252.50	-
02/01/2037	345,000.00	3.800%	231,252.50	576,252.50	-	576,252.50	807,505.00
08/01/2037	-	-	224,697.50	224,697.50	-	224,697.50	-
02/01/2038	360,000.00	3.850%	224,697.50	584,697.50	-	584,697.50	809,395.00
08/01/2038	-	-	217,767.50	217,767.50	-	217,767.50	-
02/01/2039	375,000.00	3.900%	217,767.50	592,767.50	-	592,767.50	810,535.00
08/01/2039	-	-	210,455.00	210,455.00	-	210,455.00	-
02/01/2040	390,000.00	4.000%	210,455.00	600,455.00		600,455.00	810,910.00
08/01/2040	-	-	202,655.00	202,655.00	-	202,655.00	-
02/01/2041	405,000.00	4.400%	202,655.00	607,655.00	-	607,655.00	810,310.00
08/01/2041	-	-	193,745.00	193,745.00	-	193,745.00	-
02/01/2042	425,000.00	4.500%	193,745.00	618,745.00	-	618,745.00	812,490.00
08/01/2042		-	184,182.50	184,182.50		184,182.50	
02/01/2043	440,000.00	4.600%	184,182.50	624,182.50	-	624,182.50	808,365.00
08/01/2043	-	-	174,062.50	174,062.50	-	174,062.50	-
02/01/2044	460,000.00	4.650%	174,062.50	634,062.50	-	634,062.50	808,125.00
08/01/2044	-	-	163,367.50	163,367.50	-	163,367.50	-
02/01/2045	485,000.00	4.700%	163,367.50	648,367.50	-	648,367.50	811,735.00
08/01/2045	-	-	151,970.00	151,970.00	-	151,970.00	-
02/01/2046	505,000.00	4.750%	151,970.00	656,970.00	-	656,970.00	808,940.00
08/01/2046	-	-	139,976.25	139,976.25	-	139,976.25	-
02/01/2047	530,000.00	4.750%	139,976.25	669,976.25	-	669,976.25	809,952.50
08/01/2047	-	-	127,388.75	127,388.75	-	127,388.75	
02/01/2048	555,000.00	4.750%	127,388.75	682,388.75	-	682,388.75	809,777.50
08/01/2048			114,207.50	114,207.50	-	114,207.50	
02/01/2049	580,000.00	4.800%	114,207.50	694,207.50	-	694,207.50	808,415.00
08/01/2049		-	100,287.50	100,287.50	-	100,287.50	
02/01/2050	610,000.00	4.800%	100,287.50	710,287.50	-	710,287.50	810,575.00
08/01/2050			85,647.50	85,647.50	-	85,647.50	
02/01/2051	640,000.00	4.800%	85,647.50	725,647.50	-	725,647.50	811,295.00
08/01/2051	-		70,287.50	70,287.50	-	70,287.50	
02/01/2052	670,000.00	4.850%	70,287.50	740,287.50	-	740,287.50	810,575.00
08/01/2052			54,040.00	54,040.00	-	54,040.00	
02/01/2053	700,000.00	4.850%	54,040.00	754,040.00	-	754,040.00	808,080.00
08/01/2053			37,065.00	37,065.00	-	37,065.00	
02/01/2054	735,000.00	4.900%	37,065.00	772,065.00	-	772,065.00	809,130.00
08/01/2054			19,057.50	19,057.50	-	19,057.50	
02/01/2055	770,000.00	4.950%	19,057.50	789,057.50		789,057.50	808,115.00
Total	\$12,855,000.00	-	\$11,035,922.53	\$23,890,922.53	(411,500.03)	\$23,479,422.50	-

March 17, 2025

# PRE-SALE REPORT FOR

# City of New Prague, Minnesota

# \$12,840,000 General Obligation Capital Improvement Plan Bonds (Police Facility), Series 2025A



#### Prepared by:

**Ehlers** 3060 Centre Pointe Drive Roseville, MN 55113

#### Advisors:

Rebecca Kurtz, Senior Municipal Advisor Keith Dahl, Municipal Advisor Nick Anhut, Senior Municipal Advisor

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info@ehlers-inc.com

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# **EXECUTIVE SUMMARY OF PROPOSED DEBT**

## **Proposed Issue:**

\$12,840,000 General Obligation Capital Improvement Plan (CIP) Bonds, Series 2025A

## **Purposes:**

The proposed issue includes financing for construction of a new police station in the City. Debt service will be paid from ad valorem property taxes.

## **Authority:**

The Bonds are being issued pursuant to Minnesota Statutes, Chapter:

- 475.521 CIP Bonding Authority. The CIP Bonding Authority requires a public hearing and 30-day reverse referendum period. Annual CIP debt service for all CIP Bonds outstanding may not exceed 0.16% of estimated market value. For 2025, is amount is \$1,687,833.
- 475 General Bonding Authority

The Bonds count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City. It is estimated that about \$17.5 million in available Debt Limit will remain after the issuance of these Bonds.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

# Term/Call Feature:

The Bonds are being issued for a term of 25 years. Principal on the Bonds will be due on February 1 in the years 2027 through 2051. Interest will be due every six months beginning February 1, 2026. The February 1, 2026 interest payment will be capitalized.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2035, or any date thereafter.

#### **Bank Qualification:**

Because the City is issuing more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as "bank qualified" obligations.

# Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current rating on these bonds is "AA". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

#### **Basis for Recommendation:**

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

## Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

# **Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

## **Review of Existing Debt:**

We continuously monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

## **Continuing Disclosure:**

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports. The City may continue to work with their current provider to file these reports or contract with Ehlers to do so.

## **Arbitrage Monitoring:**

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

#### Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

#### Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously

required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: TBD

Rating Agency: S&P Global Ratings (S&P)

## **Summary:**

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

# PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	March 17, 2025
Due Diligence Call to Review Official Statement:	Week of April 7, 2025
Conference with Rating Agency:	Week of April 7, 2025
Distribute Official Statement:	April 10, 2025
City Council Meeting to Award Sale of the Bonds:	April 21, 2025
Estimated Closing Date:	May 8, 2025

#### **Attachments**

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Estimated Tax Impacts

Resolution Authorizing Ehlers to Proceed with Bond Sale (prepared by bond attorney)

# **EHLERS' CONTACTS**

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Keith Dahl, Municipal Advisor	(651) 697-8595
Nick Anhut, Senior Municipal Advisor	(651) 697-8507
Silvia Johnson, Lead Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

\$12,840,000.00

# **City of New Prague, Minnesota**

\$12,840,000 General Obligation CIP (Police Facility) Bonds, Series 2025A Assumes Current Market Non-BQ AA Rates plus 50bps 25 Years

#### **Sources & Uses**

Dated 05/08/2025 | Delivered 05/08/2025

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**Total Uses** 

\$12,840,000.00
\$12,840,000.00
141,240.00
100,000.00
397,283.42
12,200,000.00
1,476.58





# **City of New Prague, Minnesota**

\$12,840,000 General Obligation CIP (Police Facility) Bonds, Series 2025A Assumes Current Market Non-BQ AA Rates plus 50bps 25 Years

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/08/2025	-	-	-	-	-
02/01/2026	-	-	397,283.42	397,283.42	397,283.42
08/01/2026	-	-	271,905.00	271,905.00	-
02/01/2027	315,000.00	3.300%	271,905.00	586,905.00	858,810.00
08/01/2027	· -	-	266,707.50	266,707.50	
02/01/2028	330,000.00	3.300%	266,707.50	596,707.50	863,415.00
08/01/2028	_	-	261,262.50	261,262.50	
02/01/2029	340,000.00	3.350%	261,262.50	601,262.50	862,525.00
08/01/2029	_	-	255,567.50	255,567.50	_
02/01/2030	350,000.00	3.400%	255,567.50	605,567.50	861,135.00
08/01/2030	-	-	249,617.50	249,617.50	-
02/01/2031	360,000.00	3.450%	249,617.50	609,617.50	859,235.00
08/01/2031	_	-	243,407.50	243,407.50	
02/01/2032	375,000.00	3.500%	243,407.50	618,407.50	861,815.00
08/01/2032	_	-	236,845.00	236,845.00	-
02/01/2033	385,000.00	3.550%	236,845.00	621,845.00	858,690.00
08/01/2033	-	-	230,011.25	230,011.25	-
02/01/2034	400,000.00	3.600%	230,011.25	630,011.25	860,022.50
08/01/2034	_	_	222,811.25	222,811.25	-
02/01/2035	415,000.00	3.700%	222,811.25	637,811.25	860,622.50
08/01/2035	.12,000.00	5.70070	215,133.75	215,133.75	
02/01/2036	430,000.00	3.750%	215,133.75	645,133.75	860,267.50
08/01/2036	-30,000.00	5.75070	207,071.25	207,071.25	
02/01/2037	445,000.00	3.800%	207,071.25	652,071.25	859,142.50
08/01/2037		3.00070	198,616.25	198,616.25	057,142.50
02/01/2038	465,000.00	3.850%	198,616.25	663,616.25	862,232.50
08/01/2038	+05,000.00	5.05070	189,665.00	189,665.00	002,232.30
02/01/2039	480,000.00	3.900%	189,665.00	669,665.00	859,330.00
08/01/2039		5.70070	180,305.00	180,305.00	-
02/01/2040	500,000.00	4.000%	180,305.00	680,305.00	860,610.00
08/01/2040	300,000.00	4.00070	170,305.00	170,305.00	000,010.00
02/01/2041	520,000.00	4.400%	170,305.00	690,305.00	860,610.00
08/01/2041	320,000.00	4.400%	158,865.00	158,865.00	800,010.00
02/01/2042	545,000.00	4.500%	158,865.00	703,865.00	862,730.00
08/01/2042	343,000.00	4.300%	146,602.50	146,602.50	802,730.00
02/01/2043	570,000.00	4.600%		716,602.50	863,205.00
08/01/2043	570,000.00	4.000%	146,602.50		803,203.00
02/01/2044	595,000.00	4.650%	133,492.50	133,492.50	861,985.00
	393,000.00	4.030%	133,492.50	728,492.50	801,985.00
08/01/2044	-	4.7000/	119,658.75	119,658.75	050 217 50
02/01/2045	620,000.00	4.700%	119,658.75	739,658.75	859,317.50
08/01/2045	-	4.7500/	105,088.75	105,088.75	0.60 177 50
02/01/2046	650,000.00	4.750%	105,088.75	755,088.75	860,177.50
08/01/2046	-	4.5500/	89,651.25	89,651.25	
02/01/2047	680,000.00	4.750%	89,651.25	769,651.25	859,302.50
08/01/2047	-	-	73,501.25	73,501.25	-
02/01/2048	715,000.00	4.750%	73,501.25	788,501.25	862,002.50
08/01/2048	-	-	56,520.00	56,520.00	-
02/01/2049	750,000.00	4.800%	56,520.00	806,520.00	863,040.00
08/01/2049		-	38,520.00	38,520.00	-
02/01/2050	785,000.00	4.800%	38,520.00	823,520.00	862,040.00
00/01/2050	-	-	19,680.00	19,680.00	-
08/01/2050					
02/01/2051	820,000.00	4.800%	19,680.00	839,680.00	859,360.00

#### **Yield Statistics**

Bond Year Dollars	\$202,770.33
Average Life	15.792 Years
Average Coupon	4.4774330%
Net Interest Cost (NIC)	4.5470882%
True Interest Cost (TIC)	4.5298588%
Bond Yield for Arbitrage Purposes	4.4272975%
All Inclusive Cost (AIC)	4.6034923%

#### IRS Form 8038

Net Interest Cost	4.4774330%
Weighted Average Maturity	15.792 Years
Series 2025A CO CID Bonds   SINGLE DUDDOSE   2/26/2025   9:10 AM	



# **City of New Prague, Minnesota**

\$12,840,000 General Obligation CIP (Police Facility) Bonds, Series 2025A Assumes Current Market Non-BQ AA Rates plus 50bps 25 Years

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2026	-	-	397,283.42	397,283.42	(397,283.42)	-	-
02/01/2027	315,000.00	3.300%	543,810.00	858,810.00	-	858,810.00	901,750.50
02/01/2028	330,000.00	3.300%	533,415.00	863,415.00	-	863,415.00	906,585.75
02/01/2029	340,000.00	3.350%	522,525.00	862,525.00	-	862,525.00	905,651.25
02/01/2030	350,000.00	3.400%	511,135.00	861,135.00	-	861,135.00	904,191.75
02/01/2031	360,000.00	3.450%	499,235.00	859,235.00	-	859,235.00	902,196.75
02/01/2032	375,000.00	3.500%	486,815.00	861,815.00	-	861,815.00	904,905.75
02/01/2033	385,000.00	3.550%	473,690.00	858,690.00	-	858,690.00	901,624.50
02/01/2034	400,000.00	3.600%	460,022.50	860,022.50	-	860,022.50	903,023.63
02/01/2035	415,000.00	3.700%	445,622.50	860,622.50	-	860,622.50	903,653.63
02/01/2036	430,000.00	3.750%	430,267.50	860,267.50	-	860,267.50	903,280.88
02/01/2037	445,000.00	3.800%	414,142.50	859,142.50	-	859,142.50	902,099.63
02/01/2038	465,000.00	3.850%	397,232.50	862,232.50	-	862,232.50	905,344.13
02/01/2039	480,000.00	3.900%	379,330.00	859,330.00	-	859,330.00	902,296.50
02/01/2040	500,000.00	4.000%	360,610.00	860,610.00	-	860,610.00	903,640.50
02/01/2041	520,000.00	4.400%	340,610.00	860,610.00	-	860,610.00	903,640.50
02/01/2042	545,000.00	4.500%	317,730.00	862,730.00	-	862,730.00	905,866.50
02/01/2043	570,000.00	4.600%	293,205.00	863,205.00	-	863,205.00	906,365.25
02/01/2044	595,000.00	4.650%	266,985.00	861,985.00	-	861,985.00	905,084.25
02/01/2045	620,000.00	4.700%	239,317.50	859,317.50	-	859,317.50	902,283.38
02/01/2046	650,000.00	4.750%	210,177.50	860,177.50	-	860,177.50	903,186.38
02/01/2047	680,000.00	4.750%	179,302.50	859,302.50	-	859,302.50	902,267.63
02/01/2048	715,000.00	4.750%	147,002.50	862,002.50	-	862,002.50	905,102.63
02/01/2049	750,000.00	4.800%	113,040.00	863,040.00	-	863,040.00	906,192.00
02/01/2050	785,000.00	4.800%	77,040.00	862,040.00	-	862,040.00	905,142.00
02/01/2051	820,000.00	4.800%	39,360.00	859,360.00	-	859,360.00	902,328.00
Total	\$12,840,000.00	-	\$9,078,905.92	\$21,918,905.92	(397,283.42)	\$21,521,622.50	\$22,597,703.63

#### **Significant Dates**

Dated	5/08/2025
First Coupon Date	2/01/2026

#### **Yield Statistics**

Bond Year Dollars	\$202,770.33
Average Life	15.792 Years
Average Coupon	4.4774330%
Net Interest Cost (NIC)	4.5470882%
True Interest Cost (TIC)	4.5298588%
Bond Yield for Arbitrage Purposes	4.4272975%
All Inclusive Cost (AIC)	4.6034923%

Series 2025A GO CIP Bonds | SINGLE PURPOSE | 2/26/2025 | 9:10 AM



#### City of New Prague, Minnesota Estimated Tax Impact February 26, 2025

BOND ISSUANCE INFORMATION	
Bond Issue Amount	\$12,840,000
Number of Years	25
Average Interest Rate	4.78%
Estimated Bond Rating	S&P
-	AA
PROPERTY TAX INFORMATION	
Proposed Net Tax Capacity - Payable 2025	\$11,848,237
Debt Levy @ 105% - Average	903,908
Estimated Tax Capacity Rate:	
Payable - 2025 Without Proposed Bonds	44.847%
Payable - 2025 With Proposed Bonds	52.476%
Estimated Tax Rate Increase	7.629%

			FAY IMPACT ANA	Vele				1		
	TAX IMPACT ANALYSIS  Estimated Market Value Taxable Net Tax Current Proposed Proposed						Tax Increase is for Debt Service Only*			
Type of Property	Market Value	Exclusion	Market Value	Capacity	Current City Tax	Proposed Tax Increase*	Proposed City Tax	Annual Monthly		Daily
Type of Freperty	\$ 250,000		\$ 225,950		\$ 1.013.32		\$ 1.185.70	\$172.38		\$0.47
	275,000	* ,	253,200	2,532	1.135.53	193.17	1,328,69	193.17	16.10	0.53
	300.000		280,450	2,805	1,257,73	213.96	1,471,69	213.96	17.83	0.59
	325,000	-,	307,700	3,077	1,379,94	234.75	1,614.69	234.75	19.56	0.64
Residential	350,000		334,950	3,350	1,502.15	255.54	1,757.69	255.54	21.29	0.70
Homestead	375,000	12,800	362,200	3,622	1,624.36	276.32	1,900.68	276.32	23.03	0.76
	400,000	10,550	389,450	3,895	1,746.57	297.11	2,043.68	297.11	24.76	0.81
	425,000	8,300	416,700	4,167	1,868.77	317.90	2,186.68	317.90	26.49	0.87
	450,000	6,050	443,950	4,440	1,990.98	338.69	2,329.67	338.69	28.22	0.93
	475,000	3,800	471,200	4,712	2,113.19	359.48	2,472.67	359.48	29.96	0.98
	\$ 100,000	\$ -	\$ 100,000	\$ 1,500	\$ 672.71	\$ 114.44	\$ 787.14	\$114.44	\$9.54	\$0.31
	200,000	-	200,000	3,250	1,457.53	247.94	1,705.47	\$247.94	\$20.66	\$0.68
Commercial/Industrial	300,000	-	300,000	5,250	2,354.47	400.53	2,754.99	\$400.53	\$33.38	\$1.10
	400,000		400,000	7,250	3,251.41	553.11	3,804.51	\$553.11	\$46.09	\$1.52
	500,000		500,000	9,250	4,148.35	705.69	4,854.03	705.69	58.81	1.93
	1,000,000		1,000,000	19,250	8,633.05	1,468.59	10,101.64	1,468.59	122.38	4.02
Apartments	\$ 200,000	*	\$ 200,000	,	\$ 1,121.18		. ,	\$190.73	\$15.89	\$0.52
(4 or more units)	300,000		300,000	3,750	1,681.76	286.09	1,967.85	286.09	23.84	0.78
	500,000		500,000	6,250	2,802.94	476.82	3,279.75	476.82	39.73	1.31
	\$ 150,000		\$ 116,950	, ,	\$ 524.49		\$ 613.71	\$89.22	\$7.44	\$0.24
	400,000		366,950	2,420	1,085.07	184.58	1,269.66	184.58	15.38	0.51
Agricultural	500,000		466,950	2,920	1,309.31	222.73	1,532.04	222.73	18.56	0.61
Homestead **	600,000		566,950	3,420	1,533.54	260.88	1,794.42	260.88	21.74	0.71
	800,000		766,950	4,420	1,982.01	337.17	2,319.18	337.17	28.10	0.92
A : 10 1	1,000,000		966,950	5,420	2,430.48	413.46	2,843.94	413.46		1.13
Agricultural	\$ 1,500	*	\$ 1,500	1 3	\$ 6.73	*		\$1.14	\$0.10	\$0.00
Non-Homestead (dollars per acre)	2,000 2,500		2,000 2.500	20 25	8.97 11.21	1.53 1.91	10.50 13.12	1.53 1.91	0.13 0.16	0.00 0.01
(uoliais per acre)			,		\$ 448.47	_		\$76.29		\$0.21
Seasonal/Recreation	\$ 100,000 200,000	*	\$ 100,000 200,000	\$ 1,000 2,000	\$ 448.47 896.94	\$ 76.29 152.58	\$ 524.76 1,049.52	\$76.29 152.58	\$6.36 12.72	\$0.21 0.42
Seasonal/Recreation Residential	300,000		300,000	3,000		152.58		152.58	12.72	0.42
Residential	400,000		400,000	4,000	1,345.41 1,793.88	228.87 305.16	1,574.28 2,099.04	228.87 305.16		0.63
	400,000	·	400,000	4,000	1,793.88	303.16	2,099.04	305.16	25.43	0.84

<sup>\*</sup> The figures in the table are based on taxes for new bonded debt only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the state Property Tax Refund ("Circuit Breaker") program. Many owners of homestead property will qualify for a refund, based on their income and total property taxes. This will decrease the net tax effect of the bond issue for many property owners.



 $<sup>^{\</sup>star\star}$  For agricultural homestead property, a value of \$150,000 was assumed for the house, garage and one acre.

#### CITY OF NEW PRAGUE STATE OF MINNESOTA

#### RESOLUTION NO. 25-03-17-02

# RESOLUTION APPROVING A CAPITAL IMPROVEMENT PLAN AND GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF CAPITAL IMPROVEMENT PLAN BONDS

BE IT RESOLVED by the City Council (the "Council") of the City of New Prague, Minnesota (the "City") as follows:

#### Section 1. <u>Background</u>.

- 1.01. The City is authorized under Minnesota Statutes, Chapter 475, as amended (the "Act"), including Minnesota Statutes, Section 475.521, as amended ("Section 475.521") to prepare a capital improvement plan and carry out programs for financing certain capital improvements. The City may issue general obligation bonds pursuant to the Act to finance the cost of capital improvements described in the plan.
- 1.02. Before the approval of the plan and issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.
- 1.03. Pursuant to Section 475.521, the City has caused to be prepared a five-year capital improvement plan (the "Plan"), which describes certain capital improvements in the City for the years 2025 through 2029, taking into account the considerations in Section 475.521, subd 3(a).
- 1.04. The City has determined that it is in its best interests to preliminarily approve the issuance and sale of capital improvement plan bonds pursuant to the Act, including Section 475.521, in an aggregate principal amount not to exceed \$12,840,000, to finance the capital improvements set forth in the Plan, including to finance the construction and equipping of a new police station within the City (the "Capital Improvements").
- 1.05. On this date, the Council held a public hearing on the Plan and the issuance of the bonds, after publication in the City's official newspaper of a notice of public hearing at least 14 days but no more than 28 days before the date of the public hearing.

#### Section 2. <u>Plan Approved.</u>

- 2.01. The Council finds that the Capital Improvements set forth in the Plan will serve the interests of the City as a whole.
  - 2.02. The Plan is approved in substantially the form on file in City Hall.
- 2.03. Pursuant to Minnesota Statutes, Section 462.356, subd. 2, the Council, by two-thirds vote of all of its members, finds that the Plan and the Capital Improvements to be financed with the bonds do not impact and do not have a relationship to the City's comprehensive plan; the Plan and the Capital Improvements are consistent with the City's comprehensive plan; therefore, the Council dispenses with the

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requirements of Minnesota Statutes, Section 462.356, subd. 2 relating to planning commission review of the Plan and the Capital Improvements.

#### Section 3. <u>Authorization</u>.

- 3.01. The City hereby preliminarily approves the issuance of its General Obligation Capital Improvement Plan Bonds, Series 2025A (the "Bonds") in the maximum aggregate principal amount of \$12,840,000, pursuant to the Act, including Section 475.521, in order to finance the Capital Improvements under the Plan, including financing the construction and equipping of a new police station within the City and related financing costs.
- 3.02. If a valid petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5% of the votes cast in the last municipal general election, is filed with the City Clerk within 30 days after the date of the public hearing, the City may issue the Bonds under Section 475.521 only after obtaining approval of a majority of voters voting on the question at an election.
- 3.03. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.
- 3.04 The preliminary approval of the Bonds is hereby approved by an affirmative vote of three-fifths of the Council members.

The	motion	for	adoption	of the	foregoing	resolution	was	duly	seconded	by	Member
			_, and upo	n vote be	eing taken tl	nereon, the f	follow	ing vo	ted in favor	thei	reof:
and the follo	owing vot	ed ag	gainst the s	ame:							
whereupon	said resol	ution	was decla	red duly	passed and	adopted.					
Арр	proved this	s 17tł	n day of Ma	arch, 202	•	ty Council of		•			
ATTEST:					Mayor						

City Clerk

#### CITY OF NEW PRAGUE STATE OF MINNESOTA

#### RESOLUTION NO. 25-03-17-03

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2025A IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$12,840,000

BE IT RESOLVED by the City Council (the "Council") of the City of New Prague, Minnesota (the "City") as follows:

#### 1. Bonds Authorized

- (a) It is hereby found, determined and declared that the City should issue its General Obligation Capital Improvement Plan Bonds, Series 2025A (the "Bonds") in the aggregate principal amount not to exceed \$12,840,000, in order to finance the construction and equipping of a new police station located within the City (the "Project"), including costs of issuance of the Bonds, subject to further details regarding the sale of the Bonds to be set forth in a resolution to be considered by the Council at a subsequent meeting.
- (b) City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.
- 2. <u>Sale of Bonds</u>. The City has retained Ehlers and Associates, Inc. (the "Municipal Advisor"), to serve as the City's independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.
- 3. <u>Acceptance of Proposal</u>. The Council shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Council to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.
- 4. <u>Authority of Municipal Advisor</u>. The Municipal Advisor is authorized and directed to assist the City in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Council. The Municipal Advisor is further authorized and directed to assist the City in the award and sale of the Bonds on behalf of the City after receipt of written proposals and to assist the City in the preparation and dissemination of a final Official Statement with respect to the Bonds.
- 5. <u>Authority of Bond Counsel</u>. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the City ("Bond Counsel"), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.
- 6. <u>Reimbursement from Bond Proceeds</u>. The City may incur certain expenditures that may be financed temporarily from sources other than the Bonds and reimbursed from the proceeds of the Bonds.

Treasury Regulation § 1.150-2 (the "Reimbursement Regulations") provides that proceeds of tax-exempt bonds allocated to reimburse expenditures originally paid from a source other than the tax-exempt bonds will not be deemed expended unless certain requirements are met. In order to preserve its ability to reimburse certain costs from proceeds of the Bonds in accordance with the Reimbursement Regulations, the City hereby makes its declaration of official intent (the "Declaration") described below to reimburse certain costs

- (a) <u>Declaration of Intent</u>. The City proposes to issue the Bonds to finance the costs of the Project. The City may reimburse original expenditures made for certain costs of the Project from the proceeds of the Bonds in an estimated maximum principal amount of \$12,840,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
- (b) Declaration Made Not Later Than 60 Days. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of the Bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of the Bonds; or (c) "preliminary expenditures" up to an amount not in excess of twenty (20) percent of the aggregate issue price of the Bonds that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.
- (c) <u>Reasonable Expectations; Official Intent.</u> This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Bonds described in Section 6(a), above, are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such original expenditures. This Resolution is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

The motion for the adoption of the	foregoing resolution was duly seconded by Member
, and upon vote being take	en thereon, the following voted in favor of the motion:
and the following voted against:	
PASSED by the City Council of the City of New	v Prague, Minnesota on this 17th day of March, 2025.
	CITY OF NEW PRAGUE, MINNESOTA
	Mayor
ATTEST:	
	<u>-</u>
City Clerk	



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

#### **MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL **FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR

**SUBJECT:** CITY ADMINISTRATOR PURCHASING AND CONTRACTING AUTHORITY

**DATE:** MARCH 12, 2025

The City Charter, in Section 6.04, calls out the City Administrator as the Chief Purchasing Agent of the City. As such, the City Charter calls out that all purchases and contracts to a certain amount, as set annually by the City Council, can be made directly by the City Administrator without prior approval from Council. Amounts above set amount shall come to the City Council for prior approval. This is a common power given within cities to allow the flow of normally business to happen without having to wait for approval every two weeks.

The exact language reads as follows:

Section 6.04. PURCHASES AND CONTRACTS. The City Administrator shall be the chief purchasing agent of the City. All City purchases and contracts shall be made or let by the City Administrator when the amount involved does not exceed an amount established at least annually by the City Council by resolution. All other purchases shall be made and all other contracts let by the City Council after recommendation of the City Administrator has first been obtained. Contracts shall be made in compliance with the laws of the State of Minnesota, and whenever competitive bids are required, the contract shall be let to the lowest responsible bidder consistent with the laws of the State of Minnesota. All contracts, bonds and instruments of any kind to which the City is a party shall be signed by the Mayor and the City Administrator on behalf of the City and shall be executed in the name of the City. The City Council may by ordinance adopt further regulations for the making of bids and the letting of contracts.

Speaking with City Attorney Scott Riggs, he provide an example resolution from the City of Faribault, who authorizes the City Administrator to spend up to \$25,000 on purchases and contracts discussed during the budget and CIP process, and \$10,000 on all other purchases. It is those numbers I used in the attached draft resolution for you to consider.

As stated, this is a general power granted by the Charter to allow for the flow of every day businesses, especially in the context of purchases that have been discussed by the Council previously and have been budgeted for. Going forward, this will be brought back annually at the first meeting of each year for the City Council to review and approval.

#### Recommendation

Staff recommends approval of Resolution #25-03-17-04, Approving the City Administrator Purchasing and Contracting Authority.

#### CITY OF NEW PRAGUE SCOTT AND LE SUEUR COUNTIES, MINNESOTA

#### **RESOLUTION NO. 25-03-17-04**

# APPROVING CITY ADMINISTRATOR PURCHASING AND CONTRACTING AUTHORITY

**WHEREAS**, the New Prague City Charter Section 6.04 establishes the City Administrator's purchasing and contracting authority and states that City purchases and contracts shall be made or let by the City Administrator when the amount does not exceed an amount established at least annually by the City Council by resolution; and

**WHEREAS**, purchases and contracts discussed during the budgeting process and capital improvement plan formulation should be subject to a higher threshold then purchases and contracts not previously discussed.

**NOW, THEREFORE BE IT RESOLVED**, that pursuant to the authority of New Prague City Charter Section 6.04, the City Council directs that all City purchases and contracts shall be made or let by the City Administrator when the amount does not exceed \$25,000 for items included in the approved 2025 Budget and/or 2025 Capital Improvement Plan and \$10,000 otherwise, except when necessary to pay monthly utility and credit card bills that produce late fees and interest charges if not paid prior to formal Council approval.

**ALSO, BE IT RESOLVED**, that consistent with the authority of New Prague City Charter Section 6.04, the City Council directs that the City purchasing and contracting amounts established in this resolution shall remain in effect until such time that the authority granted herein is changed by resolution consistent with the City Charter.

**ALSO, BE IT RESOLVED**, that the City Council directs that all administrative policies and requirements necessary for City purchases and contracts shall continue to be followed pursuant to the direction of the City Administrator and in compliance with the New Prague City Charter and Minnesota Law.

Adopted by the City Council of the City of New Prague	this 17 <sup>th</sup> day of March, 2025.
	Duane Jirik, Mayor
Attest:	
Joshua Tetzlaff, City Administrator	



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

#### **MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL

**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR

SUBJECT: RUSTY SPOKE 2025-2026 LIQUOR LICENSE RENEWAL \*\*UPDATED\*\*

**DATE:** MARCH 13, 2025

Enclosed for your review is a liquor license request from the Rusty Spoke for 2025-2026. The reason this request has been separated from the others is that, due to ongoing code enforcement issues, staff is recommending denial of the request until the code enforcement issues have been correct.

For the application, all required paperwork has been submitted, insurance provided, fees paid, and there are no taxes, assessments, or other financial claims with the City that are delinquent or unpaid.

For over a year, the City has been working to get vehicles deemed to be inoperable removed from the property. In 2023, the City issued a citation for refuse and inoperable vehicles being located on the property. During the court process, Scott County prosecutors recommended the citation be thrown out and a judge did so. Working with City Attorney Scott Riggs, in July 2024 the City issued a citation for a nuisance affecting public peace and safety. This citation is currently unresolved and under court jurisdiction.

Speaking with City Attorney Scott Riggs, it is his opinion that the City is able to deny a liquor license for outstanding nuisance. According to Mr. Riggs, Sections 110.15(k) and 110.20(a) give the City this authority. A letter was sent to Don't Be Lion, LLC, Attn: Ms. Pauline Baldazo, on January 17, 2025, stating as such, with a deadline of March 14, 2025, to address the nuisance or staff would be recommending denial of her liquor license.

#### \*\*UPDATE\*\*

At the previous meeting, the City Council tabled the license renewal to the March 17, 2025, meeting to allow Ms. Pauline Baldazo the opportunity to come into compliance. As of the writing of this update on March 13, 2025, the property had been brought into compliance. All conditions of for a liquor license renewal have been met.

#### **Recommendation**

Staff recommends approval of the 2025-2026 liquor license for Don't Be Lion, LLC dba: The Rusty Spoke.

Section 13. Item a.



# City of New Prague

In the Counties of Scott & Le Sueur

118 CENTRAL AVENUE NORTH · NEW PRAGUE, MINNESOTA 56071 · PHONE (952) 758-4401 www.ci.new-prague.mn.us

#### Kenneth D. Ondich

Planning / Community Development Director

January 17, 2025

Don't Be Lion, LLC DBA – The Rusty Spoke Attn: Pauline Baldazo 329 Main St. W. New Prague, MN 56071

Dear Ms. Baldazo:

As part of the City's liquor license renewal process for the upcoming 2025/2026 period, staff has begun conducting its due diligence to ensure that there are not any disqualifying issues related to existing liquor license holders as part of the renewal process.

As you are aware, you have been contacted previously about some junk vehicles and refuse located on the north side of your property at 329 Main St. W. which were considered violations of the City's nuisance ordinance. In July 2024 you were cited for a nuisance violation affecting peace and safety. The citation was mailed to you and is currently under court jurisdiction, and remains unresolved.

As such, it is City Staff's opinion that the following City code sections are not being complied with and would require city staff to recommend denial of your liquor license renewal, unless resolved by March 14, 2025:

- 110.15(K) which says that "No license shall be issued until the applicant can provide sufficient evidence to the satisfaction of the city that the applicant has complied with the requirements of state law, city code and the Zoning Ordinance"
- 110.20(A) which says that "Every license is subject to the conditions of this section, all other provisions of this subchapter, and of any other applicable ordinances, state laws or regulations".

If you have any questions, feel free to call me at 952-758-4401 or e-mail me at <u>kondich@ci.new-prague.mn.us</u> or contact Chief Tim Applen at 952-758-4401 or by e-mail at <u>tapplen@ci.new-prague.mn.us</u>

Sincerely,

Kenneth D. Ondich Planning / Community Development Director

Section 13, Item a.

- (A) No person, except a wholesaler or manufacturer to the extent authorized under state license, shall directly or indirectly deal in, sell, or keep for sale in the city any alcoholic beverage without a license to do so as provided in this subchapter.
- (B) The Council may authorize the issuance of the following types of licenses: brewer taproom, small brewer, on-sale intoxicating liquor, on-sale wine, on-sale 3.2% malt liquor, off-sale intoxicating liquor, off-sale 3.2% malt liquor, Sunday intoxicating liquor, club licenses and temporary 3.2% malt liquor licenses.
- (C) On-sale licenses permit the sale of alcoholic beverages for consumption on the licensed premises only. On-sale licenses may be issued only to hotels, restaurants, bowling centers and exclusive liquor stores.
- (D) On-sale wine licenses may be issued to restaurants having facilities for seating at least 25 guests at one time and to licensed bed and breakfast facilities under the conditions specified in M.S. § 340A.404, Subdivision 5, as it may be amended from time to time. A wine license permits the sale of wine of up to 14% alcohol by volume for consumption with the sale of food. The holder of a wine license who is also holder of an on-sale 3.2% malt liquor license and whose gross receipts are at least 60% attributable to the sale of food may sell intoxicating malt liquor at on-sale without an additional license.
- (E) Off-sale licenses permit the sale of alcoholic beverages in original packages for consumption off the licensed premises only. Off-sale licenses may be issued only to drug stores and exclusive liquor stores.
- (F) A club license may be issued only to clubs or congressionally chartered veterans' organizations which have been in existence for at least three years.
- (G) (1) A special license authorizing sales of intoxicating liquor on Sunday in conjunction with the serving of food may be issued to any hotel, restaurant, bowling center or club which has facilities for seating at least 30 guests at one time, and which has an on-sale license.
- (2) A restaurant, club, bowling center, or hotel with a seating capacity for at least 30 persons which holds an on-sale intoxicating liquor license may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 8:00 a.m. on Sundays and 1:00 a.m. on Mondays.
- (3) To the extent permitted by the Zoning Ordinance, a restaurant, as defined in M.S. Chapter 340A, with seating capacity for at least 30 persons that operates at the place of malt liquor manufacturing may be issued an on-sale intoxicating liquor or 3.2% malt liquor license for consumption on the premises in conjunction with the sale of food between the hours of 8:00 a.m. on Sundays and 1:00 a.m. on Mondays.
- (H) A temporary on-sale license to sell 3.2% malt liquor may be issued to a club or charitable, religious or nonprofit organization.
- (I) A brewer taproom license may be issued to any brewer for on-sale consumption of the malt liquor manufactured at the adjoining brewery pursuant to the requirements of M.S. Chapter 340A, and specifically M.S. § 304A.301, Subdivision 6(b) and Subdivision 7(b), but only to the extent permitted by the city code and Zoning Ordinance, and only during the hours permitted for on-sale intoxicating liquor consumption.
- (J) A small brewer license may be issued to any brewer for off-sale retail purchases of the malt liquor manufactured at the adjoining brewery pursuant to the requirements of M.S. Chapter 340A, and specifically M.S. § 304A.301, Subdivision 6(d), but only to the extent permitted by the city code and Zoning Ordinance. Off-sale of malt liquor shall be limited to the legal hours for off-sale at exclusive liquor stores in the city.
- (K) No license shall be issued until the applicant can provide sufficient evidence to the satisfaction of the city that the applicant has complied with the requirements of state law, city code, and the Zoning Ordinance.

(Ord. 179, passed 5-3-93; Am. Ord. 215, passed 10-16-06; Am. Ord. 264, passed 5-20-13; Am. Ord. 272, passed 3-17-14; Am. Ord. 308, passed 12-16-19) Penalty, see § 10.99

#### § 110.20 CONDITIONS OF LICENSE.

- (A) Every license is subject to the conditions of this section, all other provisions of this subchapter, and of any other applicable ordinances, state laws or regulations.
- (B) Continuing compliance with the financial responsibility requirements of state law and of this subchapter is a condition of any license granted pursuant to this subchapter.
- (C) Every licensee is responsible for the conduct in the licensed establishment, and any sale of alcoholic beverages by any employee authorized to sell the beverages in the establishment is the act of the licensee.
- (D) Every licensee shall allow any peace officer, health officer, or properly designated office or employee of the city to enter, inspect, and search the premises of the licensee during business hours without a warrant.
- (E) No on-sale establishment shall display liquor to the public during hours when the sale of intoxicating liquor is prohibited. Although M.S. § 340A.504, Subdivision 7 authorizes on-sale licensees to sell intoxicating liquor or 3.2% malt liquor between the hours of 1:00 a.m. and 2:00 a.m. by permit, the on-sale of intoxicating liquor or 3.2% malt liquor after 1:00 a.m. is prohibited.

(F) It shall be unlawful for any licensee to permit or allow any person or persons from being on the licens when the person does not have his or her buttocks, anus, breasts and genitals covered with a non-transpar

Section 13, Item a.

(Ord. 179, passed 5-3-93; Am. Ord. 179A, passed 3-16-95; Am. Ord. 308, passed 12-16-19) Penalty, see § 10.99



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:** PUBLIC SPEAKING POLICY

**DATE:** MARCH 11, 2025

As the City continues to grow, the City Council helps direct staff through policy creation that allows staff to know how to carry out the Council's vision. In the same way, the City Council can create policy to ensure that members of the public know what the rules are for speaking during public meetings so that everyone is given an equal opportunity for sharing the opinions in a safe environment.

To that end, I have created the attached draft policy for speaking during public meetings, be they City Council meetings or during board/commission meetings. Much of what is currently done in meetings is found in the policy, including the need for the speaker to state their name/address and for a time limit of up to five minutes. The policy does allow for the board chair to shorten the time limit at their discretion for specific meetings. This would generally be done if there is a very large number of speakers.

The biggest change would be the requirement for people to submit their name/address to the Council prior to speaking. For scheduled public hearings, the deadline would be to sign-up prior to the meeting starting with the name and address. For matters not on the agenda, the deadline would be the Friday prior to the meeting with their name, address, and subject to which they will be speaking.

These changes will continue to allow people the opportunity to speak while also allowing staff to properly document the people who are speaking for the public record. It will also ensure that should the Council wish to follow up on items spoken about, staff has contact information for people should staff need to reach out.

In addition to providing direction on how to participate, the policy will also describe the rules of conduct for a meeting. If passed, these rules would be posted outside the Council chambers so that the public is made aware of the rules for conduct and allow a board chair to properly control a meeting should a situation escalate.

#### Recommendation

Staff recommends approval of the attached public speaking policy, effective immediately.

#### CITY OF NEW PRAGUE SPEAKING DURING PUBLIC MEETINGS POLICY

Date: March 3, 2025

Subject: Speaking During Public Meetings

#### Purpose and Need for Policy

The New Prague City Council encourages public input at appropriate and scheduled times. To ensure all have an opportunity to speak and to allow the Council, boards, and commissions of the City of New Prague the ability to conduct business, the City Council has established the following public participation rules. These rules apply to all City of New Prague public meetings. Failure to comply may result in expulsion from the council chambers or meetings rooms.

#### Rules for Participation

- All speakers are allowed up to five minutes to speak. The length of time allowed may be shortened at the discretion of the chair and shall apply to all speakers at the given meeting where the time has changed.
- All speakers shall state their name and full address before speaking.
- For any comments on issues not on the agenda, no immediate action shall be taken. Future discussion shall be scheduled during a future meeting should the Council wish to discuss further.
- All speakers shall submit their name and address to the Council prior to speaking:
  - For Scheduled Public Hearings: Participants shall sign-in prior to the start of the Council meeting with their name and address.
  - o <u>For Public Invited to be Heard on Matters not on the Agenda:</u> Participants shall submit in writing their name, address, and the subject and purpose for addressing the Council by 3:00 PM on the Friday prior to the scheduled Council meeting.

#### Rules of Conduct

- Unless permitted, everyone should remain seated, not block any doorways, and not enter the space forward of the speaker's podium. No movement of chairs is allowed.
- Speakers shall not make personal attacks, air personality grievances, make political endorsements, or make political campaign statements.
- Audience members shall not engage in disorderly conduct, including using loud, threatening, or abusive language; whistling; clapping; stamping of feet; repeatedly waiving arms; or other disruptive acts or gestures.
- All demonstrations that disrupt or impede the orderly conduct of meetings are prohibited.
- Photographs, audio, and video may be taken from an available public seat or from the rear
  of the meeting room. This activity shall not be conducted in a manner that disturbs or
  disrupts the audience, speakers, or councilmembers or otherwise disrupts the meeting.
- Animals are prohibited in the council chambers except for trained services animals as defined under state and federal law.
- The mayor or chair shall be responsible for maintaining the order of all meetings and has the following powers:

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- o To issue a verbal warning to a person violating these rules;
- O To exclude a person from the remainder of the meeting if, after a warning, a person continues to violate the rules; and
- o To recess or adjourn the meeting for safety reasons.
- Repeated violations of these Rules of Conduct may result in the exclusion of a person from future public meetings conducted by the City of New Prague for a period specified by the City Council.

#### **Effectiveness**

1) This policy shall take effect starting April 1, 2025.



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:** DONATION AGREEMENT FOR POPS FACILITY

**DATE:** MARCH 13, 2025

As the City Council is aware, the City has been working with the Praha Outdoor Performance Stage (POPS) Group, under the umbrella of the Forward New Prague Foundation dating back to the summer of 2022 to find a suitable location for the POPS facility that would host a number of outdoor performances including, but not limited to music and theatrical productions. The process started in earnest with a feasibility study of various locations with the "City Center" that is owned by the City rising to the top for consideration. A "small area plan" was then completed concurrent with the city's comprehensive plan update to determine the conceptual layout of the city center site to include the POPS facility (a copy of the final concept plan is attached).

The City Council most recently engaged the City Engineer to develop a grading plan and to solicit quotes to complete mass site grading to be completed before construction of the POPS facility could commence. The award of the grading project is expected to occur at tonight's meeting.

As the site preparation is nearing completion, it is necessary to memorialize the City's permission for POPS to construct the facility and ultimately accept it as a public facility. City Attorney Scott Riggs recommended a "donation agreement" as the method of approval. The attached donation agreement contains the necessary terms for the construction of the facility and donation to the city and includes the following major provisions:

- POPS will construct the facility at no cost to the city (and will hold all required insurance)
- City will accept the completed facility via resolution at the completion of the project
- POPS has provided a letter of credit for \$20,000 to ensure completion of the project
- POPS / New Prague Area Arts Council will have first right of refusal for eight annual performances for 10 years from the completion/acceptance of the facility.

While staff does not recommend it, POPS has recommended consideration of changing some language in Section 3 of the agreement. They suggest eliminating the word "all" from the agreement and replacing it with language that states that additional "land" costs would be negotiated between POPS and the City as it relates to poor soils on the site as they note that it was the City that recommended the City Center site versus Memorial Park or Sliding Hill Skate Park which are sites they believe may have been less expensive to construct based on site conditions. Below is the language in question:

3. CONSTRUCTION OF THE STAGE; LIMITED LICENSE. The Donor hereby agrees to construct the Stage and <u>all</u> associated improvements on the Land, with construction beginning by July 1, 2025 in order to complete the construction on or before December 31, 2026, and in accordance with the City Approval and this Agreement.

#### Recommendation

I recommend that the City Council consider approval of the attached donation agreement.

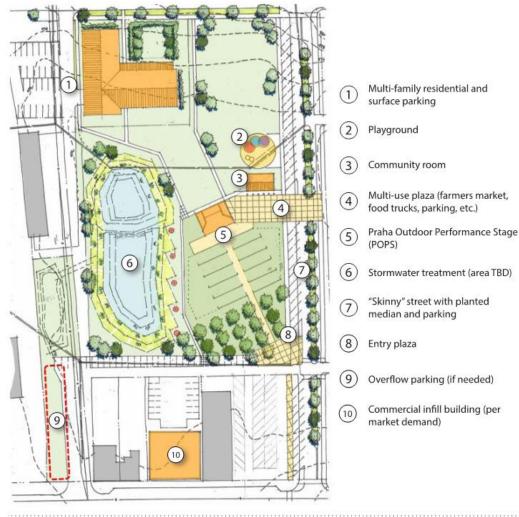
#### Attachments:

- 1. Plans and Renderings
- 2. Donation Agreement

# **SITE VISION**

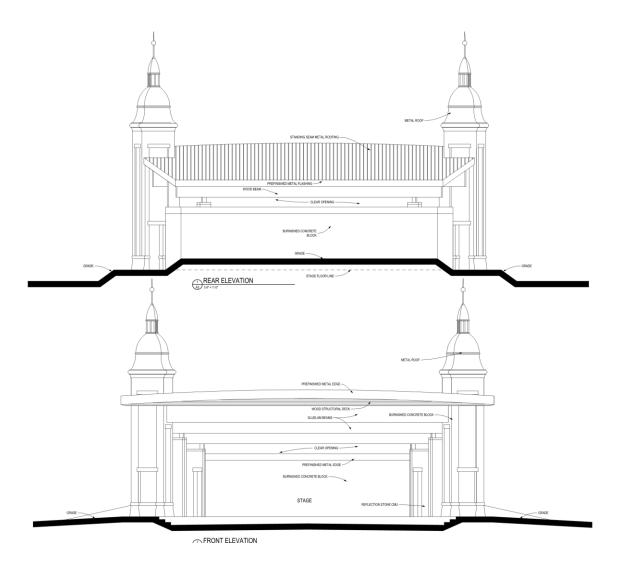
#### SITE CONCEPT

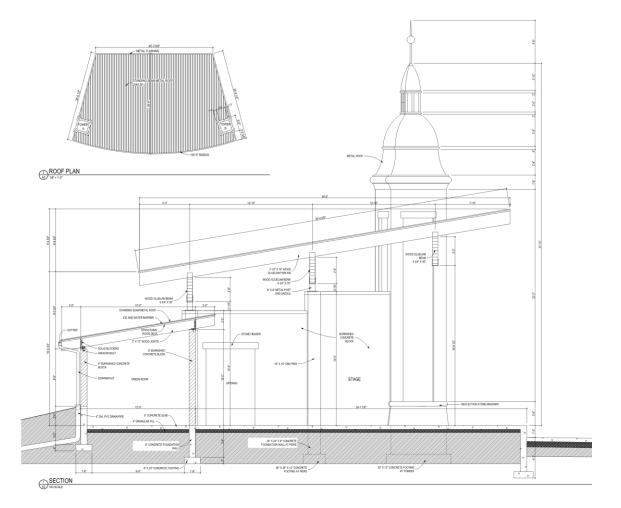
The primary land use and urban design goals of this project included creating additional civic spaces, residential opportunities, stormwater management elements, and a designated location for the Praha Outdoor Performance Stage (POPS). To address the identified goals, this concept imagines multiple gathering spaces for visitors of all ages, locations for new residential structures, and new layouts for pedestrian and vehicular facilities to increase safety and circulation. Each facet of this design is further explained on the following pages.



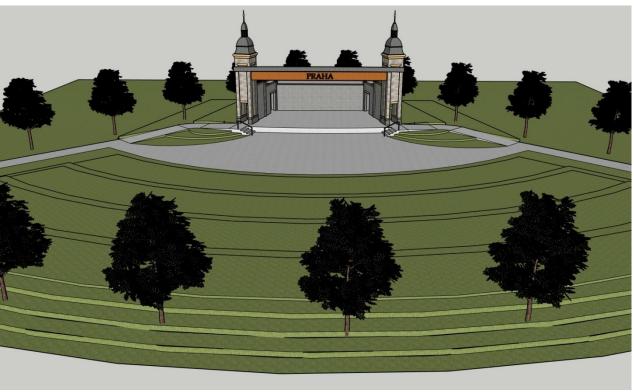
City of New Prague, Minnesota

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#### **DONATION AGREEMENT**

1.	PARTIES.	This Donation Agreement (the "Agreement") is made and entered into this
	_ day of	, 2025, by and between the City of New Prague, a Minnesota municipal
corp	oration, locate	d at 118 Central Ave. N., New Prague, MN 56071 ("Donee"), and Forward
New	Prague Foun	dation, a Minnesota nonprofit corporation, located at 305 Columbus Ave. S.,
New	Prague, MN :	56071 ("Donor") d/b/a Praha Outdoor Performance Stage (a/k/a "POPS") (each
a "P	arty," collective	ely, the "Parties").

#### 2. RECITALS AND PURPOSE.

- **2.1.** The Donee owns certain real property located at 302 2<sup>nd</sup> Street NW, New Prague, MN 56071, which is currently an undeveloped piece of land (the "Land").
- **2.2.** The Donor desires to construct and donate to the Donee an outdoor performance stage and associated improvements (the "Stage") that will serve the Community.
- **2.3.** The specific location of the Stage upon the Land is further defined as depicted in Exhibit A.
- 2.4. The Donor intends to construct the Stage pursuant to plans (the "Plans") that have not yet been completed and have not yet been approved by the Donee and which are still subject to City Approval (the "City Approval").
- **2.5.** Accordingly, the Donor agrees to construct and donate the Stage to the Donee in accordance with the City Approval and all terms and conditions contained in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree to the terms and conditions set forth herein.

- CONSTRUCTION OF THE STAGE; LIMITED LICENSE. The Donor hereby agrees to construct the Stage and all associated improvements on the Land, with construction beginning by July 1, 2025 in order to complete the construction on or before December 31, 2026, and in accordance with the City Approval and this Agreement. For that purpose, the Donee grants to the Donor, its agents and contractors a nonexclusive limited use license over and across those portions of the Land located at 302 2<sup>nd</sup> Street NW reasonably necessary for said construction, solely for the purpose of constructing the Stage and in exchange for the Donor's covenants and promises contained in this Agreement. The Donor is solely responsible for all costs and expenses associated with constructing the Stage and adhering to all permits and approvals associated therewith, and the Donee shall in no way be responsible for any such costs and expenses. This Agreement shall not be construed to afford any other person or entity with any authority to use the Stage or any other real or personal property owned by the Donee for any purpose that they would not otherwise be entitled to absent the Agreement. Notwithstanding this Agreement, the Donee retains all rights and access to the Land that it is otherwise entitled to, including, but not limited to, the ability to access and maintain the Land and all appurtenances and facilities located thereon. Donor acknowledges that Donee controls and owns the Land and will utilize and dispose of the Land in the public's interest. The Donor shall provide the Donee with a construction schedule and provide contact information to the Donee of a Donor representative that will communicate with the Donee at all reasonable times and as it relates to the Stage construction.
- **4. INSURANCE.** The Donor agrees to require and ensure that any entity or contractor performing the construction activities contemplated herein procures and maintains, throughout the

duration of said work, commercial general liability insurance providing coverage for bodily injury and personal property damage. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. All policies required herein must name the Donee as an additional insured and provide for 30 days' written notice to the Donee in the event of cancellation or modification of the policy. A copy of the insurance certificate must be provided to the Donee prior to any work being performed pursuant to this Agreement.

- **5. DONATION AND TERMINATION.** This Agreement shall automatically terminate upon the Donor's completion of construction of the Stage and written acceptance thereof by the Donee. Such written acceptance shall be provided by the Donee via resolution, in accordance with Minnesota Statutes, section 465.03, following the satisfactory construction of the Stage in accordance with this Agreement. Following such written acceptance, the Stage shall become the property of the Donee. Notwithstanding the foregoing, should either Party breach any material term of this Agreement, then the non-breaching Party may terminate this Agreement only after the other Party with 30 days' written notice of the breach and an opportunity to cure. Notwithstanding any consideration set forth in the Agreement and upon the donation contemplated herein, Donee will own, operate and maintain the Stage and Land as Donee desires.
- 6. **RELATIONSHIP; THIRD PARTIES.** Notwithstanding any provision to the contrary in this Agreement, the Parties agree that their relationship with respect to the donation contemplated herein is one of donor and donee and licensor and licensee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the Parties. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever. Third parties shall have no recourse against the Parties under this Agreement.
- 7. HOLD HARMLESS; INDEMNIFICATION. Any and all claims that arise or may arise against the Donor, its officers, employees, agents or contractors while engaged in the construction of the Stage and any other activity contemplated herein shall in no way be the obligation of the Donee. Furthermore, the Donor shall indemnify, hold harmless and defend the Donee, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which the Donee, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay arising out of any act or failure to act by the Donor, its officers, employees, agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall be construed as a waiver by the Donee of any immunities, defenses, or other limitations on liability to which the Donee is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, chapter 466 or otherwise. This paragraph 7 shall survive any termination of this Agreement irrespective of the reason or method of such termination.

Notwithstanding any other provisions of this Agreement, neither Party shall be liable to the other for any breach of this Agreement or other frustration of performance of this Agreement caused by unavoidable delays. Unavoidable delays shall mean delays, outside the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise

of reasonable discretion directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

- **8. LIENS AND ENCUMBRANCES.** The Donor agrees that it shall not and will not permit or suffer any liens or encumbrances to be placed against the Donee's property, nor shall it during the term of this Agreement engage in any activity that would cause or result in the placement of any liens or encumbrances against such property.
- **9. COMPLIANCE WITH LAWS.** The Donor agrees to abide by and conform to all laws, rules, and regulations, as it relates to the activities contemplated herein, including, but certainly not limited to, all permitting requirements of the Minnesota State Building Code. This Agreement is not a building permit and should not be interpreted as such.
- **10. ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Any assignment shall require the prior written consent of the other Party. Such consent may not be unreasonably withheld.
- 11. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by First Class United States mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth in paragraph 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.
- **12. INCORPORATION.** All documents expressly referenced herein, including the City Approval and the Plans, are, by reference, incorporated into this Agreement as if fully set forth herein.
- **13. PARAGRAPH HEADINGS.** The headings of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- **14. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
- **15. WAIVER OF BREACH.** The waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- **16. GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortuous conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either Party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Scott County, Minnesota and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- **17. SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable,

and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

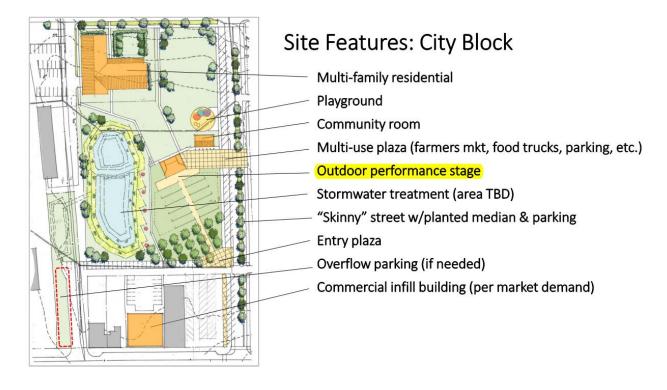
- **18. AUTHORITY.** The Parties represent that they each have full power and authority to execute this Agreement and to carry out the terms and conditions contemplated herein. Additionally, the Parties represent that the person or persons executing this Agreement are authorized to bind each respective Party to the terms and conditions of this Agreement.
- 19. DONOR RESERVATION OF STAGE. In consideration for the Donor's donation contemplated herein, Donor desires to have the "New Prague Area Arts Council" have first right of refusal to reserve and schedule up to eight (8) performances each year at the Stage on certain weekday evenings from June 1 to August 31<sup>st</sup> during the times of 4:00 P.M. to 10:00 P.M. whereby the "New Prague Area Arts Council" is responsible for filling those dates/times. Donor shall provide Donee with such dates to schedule the Stage by January 31<sup>st</sup> of each year. Donee shall then open the Stage to the general public for reservations. Donor and Donee agree that the right of the "New Prague Area Arts Council" to reserve the Stage shall expire ten (10) years from the date of Donor's donation and Donee's acceptance of the Stage and termination of this Agreement. After the 10 years have expired, any other agreements regarding the reservation of the stage must be negotiated annually via a separate agreement. This Paragraph No. 19 shall survive the termination of this Agreement.
- 20. SECURITY REQUIREMENTS. The Donor's cost estimate for the Stage improvements and all other work identified as the Donor's responsibility is attached in Exhibit B of this Agreement. Before starting any construction activity, the Donor or its contractor must provide the Donee with a cash escrow, certified check, performance bond, or irrevocable letter of credit (collectively known as the "Security"), in the amount of \$20,000.00. The purpose of the Security requirements of this Paragraph 20 and this Agreement, should Donor fail to complete the Donor's performance of all terms and conditions of this Agreement and the Stage improvements consistent with this Agreement, shall be to allow the Donee, in its sole discretion, to secure the site for safety purposes and cover any and all associated costs. The Security is for the exclusive use and benefit of the Donee/City of New Prague. The Donee may draw on the Security to guarantee the terms and conditions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year written above.

Donor:	Donee:
Forward New Prague Foundation, d Praha Outdoor Performance Sta Advisory Committee	
Ву:	By:
Name:	Name: Duane J. Jirik
Title:	_ Title: Mayor
	By: Name: Joshua M. Tetzlaff Title: City Administrator

# EXHIBIT A DEPICTION OF STAGE LOCATION ON LAND



## **EXHIBIT B**

# STAGE IMPROVEMENTS COST ESTIMATE

# PROPOSED ESTIMATE – 03/10/2025

	¢40,000
Design/Architectural/Structural Engineer-permit ready	\$42,000
• Includes architect, structural engineer, civil engineer, surveying.	
Soil Borings	\$8,800
Permit (maybe the city will work out a reduced fee plan with the FNPF?)	\$7,500
<ul> <li>To negotiate fee with city since building is a city-owned property.</li> </ul>	
Excavation	\$30,000
• (May be donated by excavator.)	
Above Grade Block	\$280,000
FDTN/Flatwork	\$135,000
Appropriate anchoring system materials	\$60,000
Lumber	\$80,000
Roofing Labor	\$25,000
Metal Towers	\$25,000
Framing	\$90,000
Erosion control	\$4,000
Electrical (purchase lighting, wiring, etc.) – some reduction possible	\$15,000
Other Utility Needs (NP Utilities Commission)	0
• Proposal to provide materials/labor = \$11,000 (electrical from street to facility)	
Sod and Landscaping	\$12,000
Temporary Fence	\$25,000
<ul> <li>This is another area to discuss regarding final cost</li> </ul>	
Dumpster	\$2,000
Portable Toilet	\$1,500
Insurance (by contractor)	\$5,000
Signage for donors (size, scope, materials TBD)	\$15,000
ESTIMATED TOTAL	\$862,800*

<sup>\*</sup>Total could be reduced with further pro bono opportunities.



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

#### **MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILFROM: JOSHUA TETZLAFF, CITY ADMINISTRATORSUBJECT: REGIONAL TRAINING FACILITY FUTURE

**DATE:** FEBRUARY 26, 2025

As I have shared in the past, the Regional Training Facility board, of which I represent the interests of New Prague as the primary member and Chief Tim Applen sits as my replacement, has been discussing the condition of the existing facility over the last couple years and trying to figure out what the next steps for the facility are. As an organization, SCALE (Scott County Association for Leadership and Efficiency) has provided funding for a facility study master plan in 2023 (attached) and an analysis of how upgrades would affect existing members and to what level.

As the board has met over the last year and has had discussions of the facility and what upgrades are needed for the member communities, it became clear that each community had different needs of the facility. As a group, the board decided that the next step in the process should be to figure out which of the member communities would like to continue participating and at what cost.

Currently the City of New Prague pays \$8,353 annually. According to the studies done by Leo A Daly, if nothing else happens, and all current members continue to participate, the annual cost for New Prague would need to rise to an estimated \$11,908 per year by 2030 to continue operating the facility. This increase makes up the current deficit that is being paid for by RTF reserves, which are expected to be exhausted. This increase takes into account estimated revenue from outside sources based on current usage. Annual costs could, and likely would, be ultimately higher than that if other communities decide not to participate or depending on if any upgrades are made to the facility.

The question for the Council is, is continued membership with the Regional Training Facility beneficial to the City and what is the City willing to pay for that benefit? To answer this question, it is important to understand how the City uses the facility. At the Council meeting on Monday (3/3), Chief Tim Applen, Chief Steve Rynda, and I will be ready to answer the following questions:

- What training does the City use the RTF facility for?
  - o How often does the City use the RTF facility?
  - Are there parts of the facility that the City doesn't use?
  - o Is the current location of the facility adequate?
  - o Is the facility accessible in a reasonable way or is scheduling/use burdensome?
- Does the current RTF facility meet all of the needs of the City?
  - o Are there any upgrades the City would like to see to make the facility more useable?
  - o If changes are made, are there parts of the facility the City would like to see kept?

- Is the City currently able to meet any of its own training needs without using the RTF?
  - o Will any training needs be met if the City completes the new Police Station?
  - What would the City need to do to meet all of its own training needs?
- Are there other facilities where the City would be able to train?
  - Would those facilities be able to meet all of the training needs of the City?
  - o Is there reasonable availability in other facilities?
  - What is the cost of using other facilities?
- Are there non-monetary benefits of being a member of the RTF?
  - Would those benefits be available at other facilities?
  - Would those benefits be available as a renter of the RTF instead of a as a member?
- Are there any benefits of not being a member of the RTF?

I expect the City Council and staff to have a long conversation about this topic on Monday (3/3) evening. A decision may not necessarily be made on the annual cost that the City is willing to continue participating in the RTF. If not, questions or direction for research from Council would be appreciated so that we are able to come to a decision no later than the 4/7 meeting. The next meeting of the RTF board is on April 11<sup>th</sup> and at the meeting, it is expected that each member will bring back direction from their Council/Board so that the members are able to start planning for the future.



# **MASTER PLAN**

**SCALE REGIONAL PUBLIC SAFETY** TRAINING FACILITY (RTF)

January 27, 2023



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ii) National Register Nomination
iii) Existing programing plans and space spreadsheets
iv) Survey Responses
v) 2023-2027 Approved Budget - Capital Improvement Program

# **PART 1: EXECUTIVE SUMMARY**

#### INTRODUCTION

The SCALE Regional Public Safety Training Facility (RTF) serves Scott and Carver Counties, the adjacent Minnesota River Valley Region, and greater Minnesota. The facility offers training facilities for law enforcement, firefighting, public works groups, and community organizations.

LHB was engaged by SCALE to analyze functional use and building conditions, conduct stakeholder engagement to gather anonymous/direct feedback on utilization by other parties, develop a master plan for the campus to meet the future needs of users, and identify funding options related to various master plan options.

The SCALE RTF facility is located in rural Scott County near the town of Jordan. The core of the facility is the historic 'Mudbaden Sulphur Springs' campus structures to which have been added garages, firing ranges and a tactical fire tower and training area. The primary structure, dating from 1915, is listed on the National Register for Historic Places.

Through the review of existing documentation, site visits, stakeholder interviews and collaborative work with Scott County, LHB has developed the following analysis and master plan for the campus.

#### **SUMMARY**

This section is a summary of the documents created and outcomes determined during research and discussions, including:

#### Space Needs Analysis.

The existing building is approximately 51,300 sf with two stories and a basement. Approximately 12,300 sf is dedicated to training and simulation, 2,300 sf to administrative offices, 5,300 to classroom space, 3,200 sf of kitchen and dining space, a 6,300 sf dormitory, and almost 8,000 of service space. There is a 6,000 sf tactical range and a 20,000 sf rifle range on site as well.

The existing building is primarily used for its classroom spaces, of which there are four of varying sizes. There are situation rooms in the basement that are also used for training purposes. The dormitories on the second floor are very sparsely used.

Overall, the existing building appears to have more space needed than required to support a regional training facility, and much of the space has become ad hoc storage. The building interiors are generally in need of a refresh. Most of the IT and AV equipment in the classrooms needs replacement as well. The MILO use-of-force simulator is also in need of updating.

#### Stakeholder Engagement.

LHB conducted extensive stakeholder engagement during the production of this report. We attended joint meetings of Scott Count police and fire chiefs, sent out an online survey to over 110 individuals, and conducted one on one interviews with nearly 30 different stakeholders. By combining a mix of information gathering styles we were able to obtain a good general overview of the perception of the facility from broad range of users. While there were many

opinions represented on the overall quality of the facility, the general opinion was that although the facility fills a critical role for training, general maintenance and upkeep of the facility and training equipment has been lacking.

#### **Finances and Funding Strategies**

The project team examined the operating expenses, income, and funding structures of three additional training facilities and compared them to the S.C.A.L.E. RTF. In general, the RTF appears to generally less costly for its partners than the other facilities examined; however, this appears due to both a lack of new capital investment as well as partner contributions not having been updated to reflect inflationary pressures. Unlike its peer training facilities in the Twin Cities, the RTF carries a significant level of debt servicing within its operating budget. Sources for additional new funding and revenue are critical to assure the ongoing operation of the RTF.

Potential sources for grants and funding have been identified. Additionally, several potential funding sources related to the building's historic status and to its county/municipal function are presented.

#### Master Plan

Three options for a potential approach for the future of the RTF are presented. They are as follows:

- Option 1 status quo
- Option 2 updated facility
- Option 3 maintain facility with reduced partners bridging

Each option takes into account the fact that the RTF as it exists is essential to the continued training of essential services and offers options for ongoing use. High level pricing of the major options is included to provide order of magnitude information (formal estimates would require further development beyond the scope of this study).

This study has revealed both the strengths and limits to which the existing facility will be able to accommodate the ever changing demands of professional training over the long-term. The existing facility can continue to be used and renovated for a significant period of time to meet local training needs, as currently understood. As this facility was not built originally to support training, it will likely eventually need to be replaced with a more purpose-built training facility. However, at least for the next 10+ years, it is the design team's opinion that with planned improvements, appropriate staffing, create programming, and strategic marketing, the existing RTF can continue to be a successful and cost-effective training facility for the community.

# **PART 2: SPACE NEEDS ANALYSIS**

Over several visits to the existing S.C.A.L.E. Regional Training Facility LHB identified the existing use and size of spaces at the RTF. These are presented below and included as attachment iv. In general, it has been our observation that the RTF facility includes much more space than similar facilities throughout the Twin Cities metro area. However, these spaces lack the up-to-date amenities that many similar facilities feature, and many of the current spaces do not directly serve functions comparable to other similar training facilities. This equates to added maintenance and operations costs that do not directly serve the expected uses of such a facility.



Figure 1 Basement Existing Use Plan

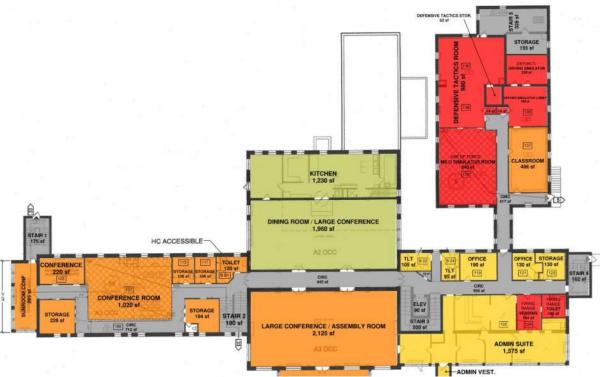


Figure 2 First Floor Existing Use Plan



Figure 6 Second Floor Existing Use Plan

#### **Needs Assessment Observations**

- 1) The facility is located in an attractive, semi-rural area with relatively easy access off Highway 169.
- The main building of the facility is an attractive historic structure, which is unique amongst similar training facilities in the Twin Cities. The building includes several historic interior spaces, which are amongst the most utilized meeting spaces for groups using the facility.
- 3) The existing buildings have been minimally modified and are well-maintained for buildings of a similar age.
- 4) The existing physical plant of the facility, especially the historic main structure, contains considerably more square footage than required for current uses, at least as currently scheduled. In general, spaces are lightly scheduled, and many are devoted to informal storage.
- 5) The close proximity of the train tracks and the shooting ranges has a negative acoustic impact on adjacent interior spaces.
- 6) Although well maintained, when compared to new (or nearly new) purpose-built, competing facilities in neighboring communities, the facility comes across as a bit tired and the spaces as somewhat makeshift for purpose.
- 7) The firing range is considerably less sophisticated than other training facilities which are completely indoors, allow for different lighting conditions, vehicle access for vehicle adjacent training, temperature controls, appropriate ventilation, and more sophisticated spent ammunition removal systems.
- 8) It is difficult to identify the appropriate entry location and the arrival sequence at the building is not clearly defined. Movement through the site and building is poorly signed.
- 9) The building lacks a clear point of initial entry and thus contact with staff is not always immediate or intuitive. The office entry does not read as a primary entry point for visitors. The primary building entry leads directly to a programmed space.
- 10) Parking is behind the building with no obvious path to a primary building entry. Parking has been described by users as inadequate during the busiest times.
- 11) The building lacks a central ventilation or cooling system. Some individual spaces are cooled using window units
- 12) The restrooms and shower rooms are in poor condition and do not meet current accessibility requirements. Gendered restrooms are unevenly distributed in the building and can be difficult to locate. There are no locker rooms for users.
- 13) The classroom space at the RTF is generally in alignment with similar local facilities, but IT provisions for users are inadequate per current expectations and standards.
- 14) The facility features an existing MILO use of force training simulator. However, the existing system is out of date.
- 15) Situation rooms are adequate but better configurability is desired so that more adaptable and realistic room configurations are available.

#### **Needs Assessment Conclusion**

The existing facility has more than enough room to accommodate the required features of a training facility as required by a rapidly growing county like Scott County. However, the existing historic building was designed for a very different purpose and is not necessarily the best fit for a program like this. This has created awkward agencies and a general haphazard ambience within the building that many commented on during the duration of this study. While the building is in relatively good condition for its age, significant maintenance to the spaces and features that directly support the training purpose of the facility has not been undertaken almost since the opening of the facility in 2007.

#### **Historic preservation Concerns**

The RTF's location within a building listed on the National Register of Historic Places offers some advantages and several disadvantages. One advantage it poses is the truly unique spaces it possesses. No other similar facility possesses anything like the great room or the dining room. With the right updating, these spaces could be truly

first-class meeting and event spaces. Additionally, the building's historic status makes it eligible for several history-based funding opportunities. These opportunities are further outlined in the funding strategies section of this report.

On the other hand, the building was designed as a spa over 100 years ago and it makes for an awkward fit for its current use. The spaces are old and many of the finishes and fixtures are well past there useful life. The building was not designed to accommodate modern HVAC systems.

The following should be kept in mind when considering undertaking major projects at the building:

- If major renovations are undertaken, they should be kept to the wings of the building and generally at the
  interior of the building. Renovations should leave the significant spaces, like the dining and great rooms,
  intact and largely unaltered. Major circulation routes should also be left intact. Otherwise, reconfiguration
  of the interior rooms can be undertaken relatively freely. For instance, the dormitory rooms could be
  reconfigured if necessary.
  - Additionally, improving the arrival and entrance experience has been discussed. Since entering the building at the historic entrance is impractical as it leads directly to a meeting space, any additional entrance/arrival features should be implemented at the back of the building, which generally conforms to the way the building is used now.
- 2) It is not recommended that the building be demolished, and a new facility be built in its place. This building represents an irreplaceable historic resource, and the public relation issues created by any plan to remove it will be significant enough to make this an unappealing option. The county would be better off selling the property and looking elsewhere if the building is no longer required.

## **EXISTING BUILDING PHOTOS**



Photograph 1: Looking west towards woodshop/garage and parking areas



Photograph 2: View of historic building looking northwest. Taken from Valley View Dr.



Photograph 3: Looking east in great room



Photograph 4: Dining room looking east



Photograph 5: Existing kitchen facilities



Photograph 6: South classroom



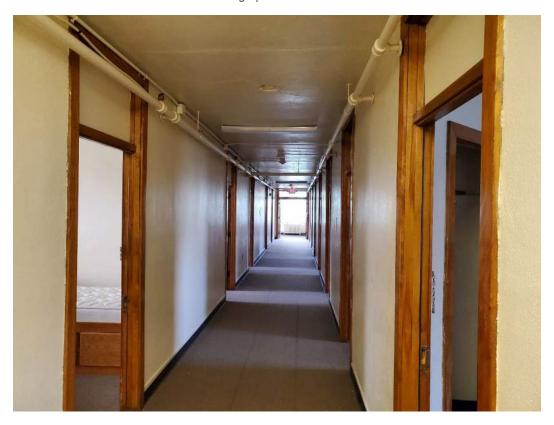
Photograph 7: Meeting room in admin area



Photograph 8: Defensive tactics room



Photograph 9: MILO room



Photograph 10: Dorm hallway



Photograph 11: Typical dorm room



Photograph 12: Typical restroom



Photograph 13: Gun cleaning room



Photograph 14: Typical situation room



Photograph 15: Tactical gun range and warming hut



Photograph 16: Tactical gun range



Photograph 17: Fire tower



Photograph 18: Class A training Connex boxes

#### PEER FACILITY ASSESSMENT

On October 7, 2022, the LHB project team toured four peer facilities in the Twin Cities Metro area to gain a better understanding of how different facilities function, what their costs and fees are, and how they are staffed.

## **North Metro Regional Public Training Facility (Maple Grove)**

Partners: Maple Grove (owner), Hennepin Co. Sheriff, Plymouth, Brooklyn Park

- 1) In operation for about 30 years. There was a major fire in the firing range about 10 years ago.
- Doing major expansion (about \$17 million) with new firing range (funded primarily by Hennepin Co. Sheriff), mat room, simulation room, updated training rooms and related facilities. Going from 22,000 SF to 58,000 SF.
- 3) Renovation includes adding dedicated IT/data rooms.
- 4) 1 full time employee, one 50% maintenance person. 12 part time employees and a cleaning service.
- 5) Firing ranges use steel backstop. They are very happy with this technology.
- 6) Dedicated staff spaces (lockers, offices, break room, etc.)
- 7) Yearly budget ranges between \$350-\$380,000.
- 8) In addition to 'partners', have system of 'members' (currently only Plymouth) with a lower level of dedicated access to the facility at a lower annual fee. They also have 12-15 groups that function on a contract/fee basis. The public is able to utilize the facility on the weekends. Opening range to public is not a money maker, but it is good for public relations.
- 9) Dedicated armory space with secure storage provisions for the partner and member groups.
- 10) Facility is heavily scheduled.
- Ability to fund staffing to support all hours of use is essential. They do evening and weekend hours in addition to typical daytime.
- 12) Controlled access during off hours for partner groups.
- 13) Well defined reception area with ability to supervise comings and goings.
- 14) Well distributed restrooms throughout facility.
- 15) Lockers are provided for firearms while on-site.
- Installing VirTra simulator in lieu of Milo. Constructing oversized space to allow for evolving technology and training needs (could also be repurposed as training or mat room). 3-year lease on VirTra program. They provide own modified guns for training.
- 17) Video monitors in the DT room for training programs.
- 18) Shelves in restrooms for gun belts.
- 19) Training rooms have movable partitions to sub-divide large spaces.
- 20) Developing two-level situation room with movable partition system.
- 21) Firing range allows cars to be brought into spaces.
- Firing range is a money pit. The facility director felt that no single agency could realistically operate an adequate firing range on their own. Always need a staff person on site when firing range is being used.
- 23) Outdoor, controlled space for training.
- 24) Office space provided for Maple Grove and Hennepin County.
- 25) 94 parking spots on site.
- 26) Laundry facilities needed on-site.
- 27) Acoustic controls are critical in the firing range.
- 28) Firing range needs adequate height to accommodate shooting angles.
- 29) Moving target systems in firing range (run by tablet) offer range of options.
- 30) Stairwells are used for training. Providing a variety of stair conditions to support this.
- 31) Pepper balls/bean bag training areas are more relevant now than ever.

#### **Hero Training Center (Cottage Grove)**

Owners: Cottage Grove, Woodbury

Tier Members: Washington Co. Sherriff, Oakdale Police, 2 Federal Agencies, Rasmussen College

- 1) Facility construction cost \$21 million. Funding was ½ by the owners and ½ by outside, public funding.
- 2) Both firing ranges are 50 yds.
- 3) Larger range allows car access.
- 4) Ceiling is too low in the range and need side aisles bullets are hitting both ceiling baffles and walls.
- 5) Firing ranges are set-up with tracks for adjustable depths and target placement.
- 6) Provide trauma kit in firing range.
- 7) Gun cleaning room is lightly used.
- 8) 24/7 access to firing ranges for partner groups.
- 9) 2 full-time staff.
- 10) 6 part-time staff.
- 11) Public works provides maintenance for the facility.
- 12) Found classroom near firing ranges to be useful proximity.
- 13) Significant amount of informal/flex spaces within the corridors.
- 14) Provide secure storage for partner groups.
- 15) Wish they had a lift for deliveries.
- 16) Catering kitchen has proved useful amenity.
- 17) Light use of smaller conference rooms
- 18) Larger classroom for 100 can be subdivided for 50 in each space. The divided spaces are regularly scheduled.
- 19) Training spaces have good IT set-up.
- 20) Mothers room has proved to be unexpectedly well-used amenity.
- 21) Pre-training spaces need to be thought through and should not be within corridors.
- 22) Use TI Systems for virtual training. Has been a good system.
- 23) Indoor tactical training space allows fire truck to be brought into room.
- 24) Tactical training can be fully blacked-out.
- 25) Spaces where vehicles can be brought indoors needs provisions for washing down space afterwards (vehicles bring in dirt, etc.).
- 26) Have dog wash provisions.
- 27) Stairwells are used for training purposes.
- 28) Lockable ammo storage is essential.
- 29) Breach door in tactical space is important for training.
- 30) Able to repel from second floor balcony for training purposes.
- 31) Have two exterior training buildings. These are used by both police and fire departments for longer scenarios. Smoke and floor drains were omitted but should have been included.
- 32) Public can use firing ranges on weekend.

#### A.B.L.E. Training Facility (Burnsville)

Partners: Burnsville, Apply Valley, Lakeville, Eagan. Also used by outside agencies.

- 1) This is a Class A burn tower facility noted by fire chiefs as a good local example of this type of facility.
- 2) The facility takes a lot of abuse. It requires repairs/patching of CMU every 4 years. Primary structure is protected.
- 3) Live fire burns require significant quantities of burnable material (pallets, bales). These require covered storage space.
- 4) Run of from the site is extensive. It is directed into a nearby filtration pond.
- 5) The facility is heavily scheduled.
- 6) In addition to routine training, the facility is used for local fire academies.

- 7) Flexible options for fire locations.
- 8) Would benefit from a dedicated, conditioned classroom and toilet facilities on site.
- 9) Need a variety of hydrant locations to support varied training routines.
- 10) Interior lights and devices do not work well in real fire situations (covered in soot or damaged beyond useability soon after installation).
- 11) Exterior bleachers are useful but need more shelter and some provision for heating.
- 12) Facility is used year-round.
- 13) Also use Connex boxes for training.
- 14) Would like the ability to do 'ceiling burns' to better simulate reality.
- 15) Forcible door entry training should be included.
- 16) Need anchor points for ladders to set-up scenarios.

#### **South Metro Public Safety Training Facility (Edina)**

Owners: Edina, Bloomington, Eden Prairie, Metro Airports Commission

- 1) 100 person training room can be subdivided to seat 30 and 50.
- 2) 28,000 SF facility.
- 3) Have additional dedicated classroom.
- 4) Mat room could be twice as large 2000 sf would be ideal).
- 5) Simulator (MILO) Room is lightly used. Not clear if it's worth providing relative to the cost of the equipment.
- 6) 15 yd firing range with 4 lanes is heavily used and more economical for small groups.
- 7) 1 full-time facility director
- 8) 10 part-time staff
- 9) 1 part-time maintenance and 2 part-time custodial staff
- 10) 5 volunteer range safety staff (mostly retirees)
- 11) Combined 75'/150' firing range is costly to run.
- 12) Ranges are open for public use during specific times.
- 13) Removed 6 tons of lead over 9 months from firing range. Disposal costs about \$15,000.
- 14) Provide secure storage for partners/agencies. If unsecured supplies go missing.
- 15) Strongly recommend steel separations between stations in gun cleaning room. Have had numerous incidents of guns being fired (mostly by police officers).
- 16) Useful to provide indoor support space adjacent to access point for outdoor training area. This is used primarily by the alcohol testing program but is also useful for other groups as restrooms are provided.
- 17) Provide training area for canine agility.
- 18) Hope to build a tactical training building.
- 19) Burn tower (gas system) is under scheduled and consistently loses money. To make viable, needs to be completely replaced.
- 20) Need significantly more storage
- 21) Struggle to efficiently schedule the building due to no-shows.
- 22) Interested in developing a dedicated, exterior 'trench simulator'.
- 23) Essential to have dedicated, on-line presence with scheduling capability.
- Public use is part of facility mission. Cost of providing means this is at best a break-even provision not a money maker.



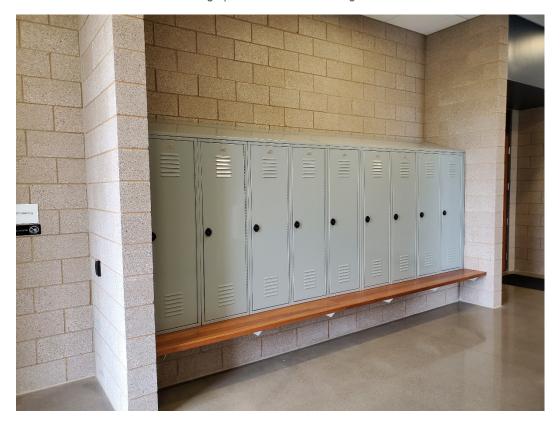
Photograph 18: Hero Center firing range



Photograph 19: Hero Center ammunition collection baffles



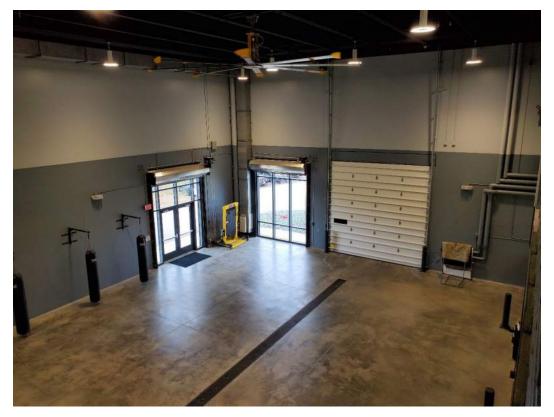
Photograph 20: Hero Center firing stall.



Photograph 21: Hero Center hall storage



Photograph 22: Hero Center reconfigurable situations rooms



Photograph 23: Hero Center double height indoor vehicular training space



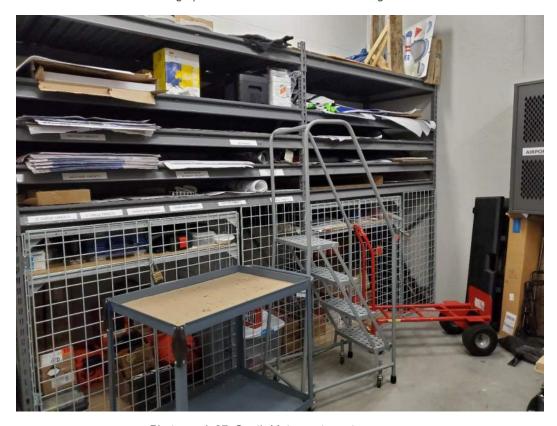
Photograph 24: South Metro tactical fire training tower



Photograph 25: South Metro MILO room set-up



Photograph 26: South Metro firearm cleaning room



Photograph 27: South Metro partner storage area

# **PART 3: STAKEHOLDER ENGAGEMENT**

The project team conducted extensive stakeholder outreach during the process of producing this report. The team attended the Scott County Fire Chief's meeting on September 29<sup>th</sup> in Jordan, the Scott County Police Chief's meeting on October 6<sup>th</sup>. We distributed an online survey regarding the facility to approximately 110 contacts and received responses from 61 individuals. Additionally, we conducted 27 one-on-one discussions with stakeholders who wished to provide additional feedback. The stakeholders comprised of members of the RTF Board of Directors, the RTF Partner Group, and Individual customers. Most individuals consulted were either law enforcement personal, fire fighters, municipal officials, or private training contractors. The following is a summary of the topics they came out of this stakeholder outreach.

#### **OVERVIEW**

Based on our discussions and observations, the firing range and the fire equipment are the primary draws to the facility. The mat room, classrooms, and situation rooms were described by most users as nice to have while at the facility, but not necessarily a draw on their own. While many issues with the facility were noted during our outreach, and there are users that are overall dissatisfied with the facility, the site is still heavily used and seems to generally meet most user's needs, with some notable caveats. Users who recalled training conditions in Scott County prior to the opening of the RTF were still happy to have access to the facility, but these same users also mentioned that what was promised at the inception of the RTF is somewhat different than what the RTF has become. Several users noted that if the RTF was not there, scheduling their required training would be extremely difficult as other facilities are often very heavily booked. It was also noted that while day to day maintenance of the facility seems to be acceptable, significant upkeep of some of the most heavily used features has been deferred for too long.

Some of the communities, while not necessarily considering leaving the facility, were concerned that if large communities were to leave the partnership it would put undue hardship on them.

Several respondents thought that reaching out to groups from Sibley and Le Sueur counties would be a way to bring in more revenue. Additionally, it was mentioned that more outreach should be made to bring in educational groups. For some of the smaller law enforcement user groups in far-flung communities it was noted that there are private facilities that are closer and comparable in price. It was noted that when the facility was first planned there was public works training at the facility, but this has fallen off. This was suggested as another avenue to explore.

Several individuals from private training companies were interviewed, and these individuals were unequivocally happy with facility. They were comfortable with pricing and were grateful to be able to use the RTF for their training programs. These users are often coming from the furthest distances and did not really mention that as a negative aspect of the facility.

It was noted that the guiding vision for the facility appears to have fallen by the wayside. Developing a comprehensive vision for the facility and training program was identified as an essential priority. It was suggested that constant diligence and commitment is needed to ensure continuation of adequate funding for the RTF. It was suggested by one individual that the facility should be fully funded by the county with a nominal charge for users to lessen some of the lingering "turf issues."

#### STAFFING AND ADMINISTRATION

Administrative and public perception issues were some of the most significant comments that the project team received. While many respondents indicated that they had a cordial relationship with the staff at the RTF, many

indicated that the facility seemed to be understaffed and that general administrative tasks where being overlooked and let fall to the wayside. Many indicated the need for a better internet presence with the desire for an efficient, transparent, and user-friendly scheduling program available online. There is a perception by some partner groups that other outside groups are sometimes given scheduling priority and are given a better deal. It was noted that there are many hours of the day when users are present at the building and no staff is present. There was the perception by some respondents that fire chiefs were not well represented on the RTF Board.

It was suggested that the RTF Board needs to be more actively engaged develop a more cohesive vision for the facility and to help staff deliver a better product. It was suggested that the director of the facility should be focused on outreach, marketing, and searching out funding opportunities with other staff to take care of day-to-day administrative tasks. The need for dedicated training coordination staff was discussed. One feature that several respondents mentioned as being an initial premise of the RTF that got left behind was an easily accessible centralized training library, so that individual groups could share training programs with each other and build off one another's trainings. Some respondents noted that when the visit the RTF they have to bring all their equipment with them and very little is provided by the RTF. It was also suggested that there is ample grant money available for places like the RTF and having a dedicated staff person to research and secure this funding would be highly beneficial.

Food access was often mentioned, and the ability to have food catered was not widely understood. Some respondents mentioned they would rather just bring food with them go to the extra hassle of coordinating catering.

#### SITE/LOCATION

Scott county is a large suburban/rural county with a population of 153,200, with approximately two thirds of those people living in the suburban communities of Shakopee, Prior Lake, and Savage at the southwest corner of the Twin Cities metropolitan area. Because these communities contribute a large portion of the users to the facility, the location of the existing facility is seen as an inconvenience to many. Most of these users would prefer a site near the Scott County Public Works Facility. For many of these larger communities, facilities in Burnsville, Edina, and Minnetonka are equally convenient as the existing RTF facility. However, a location further to the north would put the smaller communities at the south end of the county at an even bigger inconvenience and would not be conducive to expanding use into counties further to the south.

The out-of-the-way location of the RTF was identified mostly as a negative aspect of the facility, with many noting the inconvenience of distance to restaurants and lodging facilities. However, there were those that also noted that the remote location was a good fit for the loud, disruptive, and attention-attracting activities that occurred there. Many complained about the lack of nearby food options. It was noted that planned upgrades to Highway 169 should make access to the facility easier in the future.

Parking was mentioned repeatedly by many as often being over-crowded and messy.

Several users indicated that having a driving course would be beneficial, although most also acknowledged that it would be difficult to accommodate this at the existing site. An indoor, climate-controlled facility for practicing traffic stops and squad car exiting was also suggested by several users.

#### **EXISTING BUILDING**

Most complaints about the facility were directed at the existing building. Most feel that it is old, run down, and with increased scrutiny placed on law enforcement training practices, not an appropriate site for a modern training facility. Poor IT and AV support for the classrooms, poor HVAC systems, unpleasant and scarce bathrooms, poor water

quality, and a general run-down atmosphere were frequently mentioned. The facility was noted as underutilized and probably too large to efficiently maintain. Fire and police agencies mentioned that the location was not appealing to host nationally recognized training programs. The lack of food, lodging, and modern conveniences were given as the reason for this.

The dorms are generally not appealing, and most local fire and police agencies do not use them. There were some private training companies that were happy to use them. Some of these individuals noted that as ex-military, they were not far off from facilities they were used to. Some noted that the lack of lodging in the immediate area makes the idea of on-site lodging appealing, but modernization is required.

Most municipal agencies have classroom space available in their own communities, so there is little incentive for them to use the classrooms at the RTF. Even communities as close as Jordan expressed this.

The MILO system was noted as out of date. Many indicated that it was not likely useful to invest in upgrading the system as many felt VR technology would completely replace it soon. Others expressed concern that VR technology was not quite there yet, and MILO-type systems offered a type of training that is useful and that hasn't yet been completely replaced by VR yet.

Many mentioned using and appreciating the scenario rooms, but also added that they should be more realistically set up to better simulate real life layouts. This could also include more sensory deprivation features like noise and smoke simulators. A system to centrally monitor the different rooms was also noted as desirable.

Some addition facilities that were mentioned were a shared crime/forensics lab. Others mentioned that a fitness center would be desirable, as many smaller communities do not have the budget to provide adequate fitness centers. One interviewee noted that providing indoor dog training facilities would be beneficial.

#### **GUN RANGES**

The gun ranges represent the most utilized features on site. While there were issues noted, the majority of users indicated it was more or less adequate for their needs. Despite negative aspects, many users indicated that it provides one of the most consistently available gun training facilities in the area.

Poor ventilation at the range was one of the top complaints made by many users. The ability to better control light levels within the range was also desirable. A system to provide moving targets was also mentioned as desirable.

One interviewee mentioned that better protection from the climate would be beneficial at the ranges. This might include covered walkways and an improved central warming hut to rest in and store gear between shoots.

Private training groups spoke positively about the range. They enjoy the openness of the range for teaching classes, instead of indoor ranges where everyone is sequestered in a stall. They indicated that this greatly improves communication between student and instructor. They also appreciate that their students, most whom are just learning to use a gun, appreciate not being surrounded by users firing intimidatingly large and powerful guns nearby

#### FIRE TRAINING EQUIPMENT

Most respondents were generally satisfied with the fire training features at the RTF. Most respondents noted that the existing equipment, which includes the fire tower and burn props, were acceptable but haven't been well maintained over the lifespan of the RTF. Many mentioned the need for improved Class A training features. However, there was hesitation at converting the existing gas fire building into a Class A tower, similar to the A.B.L.E. facility in Burnsville. Some noted that Class A training is necessary but didn't want to exposure their fire fighters to more

harmful carcinogens than they are already being exposed to, and that the gas tower is good for this. Most felt that Connex boxes are an acceptable way to achieve class A training. Almost all noted that Connex boxes have a limited lifespan and that the existing Connex boxes at the RTF are in dire need of replacement. The need for additional storage was noted by users to better protect class A burning materials from the weather. More flexibility for set ups within the burn tower was mentioned as desirable. Having a rail car available for fire training was also noted as a desirable feature and seemed plausible with a railway so close. Some users noted that even with drastic improvements to the features at the RTF, there wouldn't necessarily be a vast increase in use by the departments that currently use it. Some of the larger communities noted that they incorporate many training features into their fire houses when new facilities are built.

# **PART 5: FINANCES AND FUNDING STRATEGIES**

# **CURRENT CONTRACTS AND OBLIGATIONS**

Memoranda of Agreement (MOA) and Joint Powers Agreements were established in 2007, establishing funding commitments to operate the Regional Training Facility (see attachment A). The parties of the Agreements are Scott County, the Shakopee Mdewakanton Sioux Community, and the cities of Belle Plaine, Elko New Market, Jordan, New Prague, Prior Lake, Savage, and Shakopee. Carver County joined the group in 2008. Conditions of the Agreement include issuance of a \$5 million bond with debt service towards the bond to be retired in fiscal year 2027. Parties to the agreement committed to a combined yearly contribution of \$500,000 with payments apportioned amongst the parties (apportionment to be updated every 3 years). Parties to the agreement have not customarily been charged for scheduled use of the facility beyond the yearly contribution.

The Regional Training Facility has applied for three \$1 million state grants for renovations. These grants were awarded in 2008, 2010 and 2013. A funding request for the Regional Training Facility is not included on the 2022 SCALE Legislative Priorities List.

The facility is on the National Register of Historic Places (see appendices for National Register Listing documents). There are no standing obligations or agreements with the State Historic Preservation Office (SHPO) or Minnesota Historical Society (MNHS). There is no record indicating funding has been pursued based upon the historic status of the property.

Member Contribution Payments		2007		2008		2009-2011	2012	2013	2014	2015
Belle Plaine		\$5,004.74		\$10,009.47		NOT	\$ 7,311	\$ 7,311	\$ 7,311	\$ 7,311
Elko New Market		\$2,594.20	1	\$5,188.40	,	AVAILABLE	5,332	5,332	5,332	5,332
Jordan		\$4,017.57		\$8,035.13			6,220	6,220	6,220	6,220
New Prague		\$3,925.74		\$7,851.47			5,009	5,009	5,009	5,009
Prior Lake		\$21,029.07	ta .	\$42,058.14			40,998	40,998	40,998	40,998
Savage		\$25,391.00		\$50,781.99			43,260	43,260	43,260	43,260
Shakopee		\$35,538.21		\$71,076.42			63,376	63,376	63,376	63,376
Carver County (Starting 2008)				\$42,369.07			39,745	39,745	39,745	39,745
SMSC		\$17,287.00		\$34,574.00			44,604	44,604	44,604	44,604
Scott County	\$	114,787.50		\$229,575.00			244,137	244,137	244,137	244,137
	- 5	229,575.03	É	\$501,519.09			\$ 499,992	\$ 499,992	\$ 499,992	\$ 499,992
Member Contribution Payments		2016		2017		2018	2019	2020	2021	2022
Name to a contract the contract of the state										
Belle Plaine	\$	7,311	\$	7,311	\$	7,311	\$ 7,311	\$ 7,311	\$ 7,034	\$ 7,034
Elko New Market		5,332		5,332		5,332	5,332	5,332	5,389	5,389
Jordan		6,220		6,220		6,220	6,220	6,220	5,944	5,944
New Prague		5,003		5,003		5,003	5,003	5,003	8,353	8,353
Prior Lake		40,998		40,998		40,998	40,998	40,998	43,598	43,598
Savage		43,260		43,260		43,260	43,260	43,260	42,713	42,713
Shakopee		63,376		63,376		63,376	63,376	63,376	58,469	58,469
Carver County (Starting 2008)		39,745		39,745		39,745	39,745	39,745	39,745	39,745
SMSC		44,604		44,604		44,604	44,604	44,604	44,604	44,604
Scott County	8	244,137		244,137		244,137	244,137	244,137	244,137	244,137
	\$	499,986	\$	499,986	\$	499,986	\$ 499,986	\$ 499,986	\$ 499,986	\$ 499,986

Figure 3 SCALE Member contributions by year as provide by SCALE RTF. Information for 2009-2011 was not provided.

Revenue		2023	2024	2025	2026	2027
	Fees	50,000	50,000	50,000	50,000	50,000
	Investment Income	2,000	2,000	2,000	2,000	2,000
	Member Contributions	499,986	499,986	499,986	499,986	499,986
	Total Revenue	551,986	551,986	551,986	551,986	551,986
Expense						
	Personnel	249,299	259,888	270,941	282,481	294,529
	Facility	129,896	129,150	130,447	131,787	133,122
	Scott County Internal Services	8,633	17,267	25,900	34,533	34,533
	Member Share of Debt	200,250	199,875	196,625	195,625	194,250
	Capital	58,000	85,000	35,000	66,000	53,000
	Total Expense	646,078	691,180	658,913	710,426	709,434
	Revenue Over/(Under) Expense	(94,092)	(139,194)	(106,927)	(158,440)	(157,448)
Fund Balar	nce					
	Projected Yearend Balance 2022 Projected YE Balance \$291,483	197,391	58,197	(48,730)	(207,170)	(364,618)

Figure 4 Proposed budget For the Years 2023 – 2027as provided by SCALE RTF.

Due to a projected flat revenue stream noted in the projected 2023-2027 budget and increasing inflationary pressure, the facility risks having inadequate funding to function as currently organized, much less make substantive improvements to meet current and future needs. Growing revenue is consequently critical to the ongoing functioning and health of the Regional Training Facility (a discussion of potential funding options is addressed elsewhere in this study.)

Although the agreements do cover a range of considerations, the following areas of concern were noted:

- The Agreements make provision for adjusting partner contributions. Although adjustments to individual partner contributions have been made since 2007, the combined, total contribution remains unchanged. This process does not include a requirement for an annual review and analysis of the facility's changing financial needs or the impact of inflation. Cumulative inflation by itself (per the US Bureau of Labor Statistics) between 2007 and 2022 has been approximately 46%.
- The survey of partner groups indicates roughly half are contemplating going elsewhere for training; this percentage is higher based upon meetings with the fire and police chief groups; however, during the individual interviews, significantly fewer indicated a plan to shift training elsewhere. However, this does raise the question as to the potential withdrawal of at least some current partner groups from the agreement. A major departure of partner groups could result in severe financial hardship for those remaining in the agreement and could potentially compromise the viability of the facility.
- The agreements make provision for adding new partner groups. LHB found no documentation indicating recent attempts to add additional partner groups.

# **FINANCIAL COMPARISONS**

The following section compares costs and fees between the SCALE RTF and three peer facilities in the Twin Cities Metropolitan Area.

# **OPERATING BUDGET/EXPENSES**

	2021 (Actual)	2022 (Actual)	2023 (Estimate)
South Metro	\$941,079	\$1,594,162	\$1,665,757
North Metro	(Not provided)	\$391,000	\$500,000
Hero Center	\$608,509	\$733,805	\$920,340
SCALE RTF	\$611,436	\$233,156	\$642,445

# YEARLY DEBT SERVICE

**South Metro** None. If debt service required in future, tracked under Edina city budget.

North Metro \$90,000 starting in 2023 (shared equally by Maple Grove, Plymouth, and Brooklyn Center)

\$8.2 million one-time payment from Hennepin County

**Hero Center** None. Any debt service is carried under city budgets of Woodbury and/or Cottage Grove.

SCALE RTF \$315,000 to \$370,00 remaining through 2027 (variation reflects incremental increases across final

years of debt repayment)

# PRIMARY SOURCES OF REVENUE/FUNDING

**South Metro** Owner groups: \$374,287

Contracting agencies: \$120,000

Rentals: \$93.575

Investments: \$2,500

Other: \$1,003,800

Notes:

Recently received \$1 million state grant (see 'other' above) and are pursuing additional grants.

Received \$500,000 in state funds towards original construction; additional \$7 million in original construction costs funded by MAC, Bloomington, Eden Prairie and Edina. Have received grant from DNR to improve accessibility.

# North Metro Partners: \$320,000

Other agencies, contracts, public shooting, metal sales, room rentals, etc.: \$180,000

### Notes:

Maple Grove is fiscal agent for original construction and new facility costs.

Maple Grove, Plymouth, and Brooklyn Park each pay \$30K per year towards capital expenses as their contribution towards debt servicing.

Hennepin County Sheriff contributed \$8.2 million towards new construction; does not contribute to debt servicing.

# **Hero Center**

Contracting agencies: primary funding Non-partner agencies: secondary funding Public Funding (Operations): None

# Notes:

Cottage Grove obtained a state grant, detailing use of \$9,500,000 State bond proceeds to fund the construction, furnishing and equipping facility.

Woodbury and Cottage Grove both contributed about \$4.5 million to the construction of the facility.

# **SCALE RTF**

Members/Partners: \$499,986 Fees for Services: \$50,000 Investments: \$2,000

# Notes:

State funding has been in the form of three \$1 million grants over a series of years.

The annual bond payments carried under the RTF budget are payments towards the \$5 million in bonding issued by Scott County per the original RTF agreement. Portion of partner groups fees contribute towards bond payments. Final payments scheduled for 2027. This debt is carried as a liability under the RTF budget.

# PARTNER/OWNER GROUP CONTRIBUTIONS (Most current year provided)

**South Metro** (Police & Fire)

 Airport
 \$71,893

 Bloomington
 \$150,248

 Eden Prairie
 \$104,080

 Edina
 \$76,136

North Metro (Police only)

Maple Grove: \$37,180
Plymouth \$41,300
Brooklyn Park \$55,230
Hennepin Co. Sheriff \$187,400

Hero Center (Police, Agencies, Education)

Rasmussen Univ \$212,374
Washington Co. Sheriff \$154,500
Oakdale Police (Tier II) \$20,960
US Immigration & Customs \$95,900

**SCALE RTF** (Police & Fire)

**Scott County** \$244,137 Carver Co. Sheriff \$39,745 Shakopee \$41,021 Savage \$29,674 Prior Lake \$30,111 **Mdewakanton Community** \$44,604 **New Prague** \$17,455 Elko/New Market \$13,528 Jordan \$20,074 Belle Plaine \$19,637

# **RENTAL RATES**

# **South Metro**

- Shooting Range:
  - 1 Person: \$20/lane for 45 minutes
  - 2 Person: \$35/lane for 60 minutes
  - o 3 Person: \$45/lane for 70 minutes
- Room Rental:
  - o 30 Capacity @ \$240/day
  - 40 Capacity @ \$240/day
  - 50 Capacity @ \$240/day
  - 80 Capacity @ \$450/day
  - Evening & half-day rates available
- Tactical Gym (Mat Room)
  - \$240/day; \$150/half day
- Tactical Tower
  - o Police & Fire (without live fire): \$85/hr (2 hr minimum)
  - o \$400/day (7 am to 5 pm)
  - o \$100/hr (after 5 pm or weekend)
  - Add \$35/hr for water
  - Add \$35/hr for smoke
  - Burn packages offered

# **North Metro**

- Shooting range (temporarily closed to public)
  - \$18/person for 45 minutes
  - \$29/person for 60 minutes
- Room Rental
  - 40 Capacity @ \$150/day
  - 20 Capacity @ \$75/day

# **Hero Center**

- Shooting Range
  - Woodbury & Cottage Grove Residents (Public Use)
    - 1 Person: \$18/hr for 45 minutes
    - 2 Person: \$29/hr for 45 minutes
  - Non-residents (Public Use)
    - 1 Person: \$20/hr for 45 minutes
    - 2 Person: \$31/hr for 45 minutes
  - Police
- 12 lane 50 yard shooting range: \$195/hr
- Mat Room/Training Simulator
  - o \$100/hr for 4 hours
- Room Rental
  - o 30, 50, 120 Occupants at \$75-\$350 for 4 hours
- Indoor Tactical Training (flexible room configuration)
  - \$200 for 4 hours
- Outdoor Tactical Training Houses
  - \$200 for 4 hours
- Training Simiulator
  - o \$80/hr
- Non-partnered/contracted agencies:
  - Add \$25/hr for use before or after regular business hours

# **SCALE RTF**

# 2022 FEE SCHEDULE

\$350.00 per session \$325.00 per session \$225.00 per session \$225.00 per session \$275.00 per session \$350.00 per session included in session cost)	\$900.00 per day \$450.00 half day \$3.00 per mile	smoke	\$425.00 per session \$100.00 per Day Call for pricing
Car fire simulator - \$325.00 per s Propane tank burn prop - \$225.00 per s BBQ grill fire prop - \$225.00 per s Flammable liquid pan prop - \$225.00 per s Commercial dumpster fire prop - \$275.00 per s Propane Tree fire prop - \$350.00 per s	Command Sim - Communications simulator  Haz Mat Tanker leak prop -  (RTF staff will deliver/pu the Haz Mat prop)	Tactical Tower - (Tactical search, entry, ropes etc.)  Tactical Tower (2 hour min.) - Includes I RTF approved operator and smoke Additional hours, or fraction of - Extended use of Tactical Tower - Tactical Tower, smoke only - Includes I RTF approved operator	Class A Burn Frop- Confined Space Training Area S100.00 per session Fire Truck rental, Class A pumper The Trainist Tower burner field is to be billed to paraday (based on current propage market value).
#htteboard & sound system \$275.00 per day \$195.00 per day \$86.00 per day \$855.00 per day \$55.00 per day	\$360.00 per half day \$250.00 per day \$275.00 per half day orth or South wings) \$100.00 per Day	\$575.00 per half day \$1000.00 per full day \$125.00 per hour \$450.00 per half day \$775.00 per full day	\$30.00 per bed/night
Meeting Kooms - includes projector, screen, whiteboard Great Room (seats up to 200 people) - Dining Room (seats up to 100 people) - Large Classroom (seats up to 50 people) - Small Classroom (seats up to 25 people) - Break-out Room (seats up to 12 people) - Video Conferencing Training Amenities	MILO Simulator Room - RIF approved operator required \$300.00 per half Defensive Tactics Mat Room - \$250.00 per day Scenario Rooms - \$275.00 per half (Apartments, convenience store, bar, bank lobby, North or South wings)  Obstacle Course - \$100.00 per Day	Ranges - RTF approved range safety officer required Range #1 (25 yard - 10 lanes) - Range #2 (200 /25 yard - 5 lanes) - Range #2 (25 yard - 5 lanes) -	Dorm Rooms We have single, double, and suite rooms available.

Catering

Numerous sandwich & meal options available.

Call for Price list.

# **FUNDING SOURCES**

Funding sources that are available to your organization are listed below. Funding opportunities change frequently and should be monitored on a regular basis.

# INTERNAL RTF FUNDING

Index budget to inflation with appropriate adjustments for facility-specific costs to keep current with real-world operation and maintenance costs.

Schedule and plan for major capital improvements, timing whenever possible to align with the availability of outside funding sources.

Minimize the need for the facility itself to carry long-term debt under its budget. Partner groups fund their contributions, cash or financed, as appropriate to their internal financial situation.

Establish an endowment fund, targeting major capital and emergency expenses, with the goal of reducing the impact of these expenses on the operating budget.

# **OUTSIDE GROUP FEES**

Adjust facility use fees at least annually to maintain alignment with fees charged at peer facilities.

Establish yearly contracts with regular users, whenever possible.

Establish and market 'Tier 2' partner level for frequent public users that are not interested in or able to underwrite a full partner commitment. This option may be especially attractive to smaller rural communities.

Establish yearly goals for fees from outside groups.

# **GRANTS, ETC.**

Pursue grants from professional associations that support training for fire fighters and police.

Pursue state grants for capital improvements, and when available also for training costs.

- Rural Fire Department Assistance
- Department of Public Safety (source of original grants to the facility)
- Department of Employment and Economic Development (work force training)
- Budgeted state capital funding

# **HISTORIC PRESERVATION GRANTS**

The Minnesota Historical Society (MNHS) offers several grants for historic buildings owned by municipalities or non-profit organizations. These all require that the building be listed on the National Register of Historic Places, which the RTF facility building, original a spa resort, was in 1980.

# **Legacy Grants**

The MNHS has two levels of legacy grants. Small grants of up to \$10,000 to fund studies and minor design documents. These are awarded four times a year. Once a year a large grant, typically up to approximately \$200,000, can be applied for. The large grant application is due in either May or July, depending on the year.

# **Heritage Partnership Grants**

This grant program is available to partnerships to further similar goals at a historic resource. For instance, the Scott County Historical Society could partner with the county government to pursue a Heritage Partnership Grant for the historic mud bath building. Or the SMSC tribal government could partner with the county government. These grants are awarded once a year. The application is due always due in January. There is no stated monetary value, but it might be assumed that a grant would be in the \$50,000 to \$125,000 range.

# State Capital Projects Grants-in-Aid

These grants are available for use at publicly owned buildings. The grantee must provide matching funds 1:1. There is no stated monetary value, but the grants may be assumed to be in the \$100,000 to \$200,000 dollar range.

It should be noted that all MNHS grants are required to be used for historic preservation projects. This would mean rehabilitation of historic interiors at the two large gathering spaces at the building, exterior rehabilitation such as tuck pointing, or building envelope improvements such as a new roof. These funds can also be used to improve accessibility within historic spaces, so it could be used to provide ADA restrooms or improve ADA parking and paths of travel. It cannot be used to make modernizations of historic spaces, such as installing AV equipment in a historic room. It could not be used in any of the non-historic elements such as the firing range or burn tower.

# **HISTORIC TAX CREDITS**

The following is excerpted from the Minnesota State Historic Preservation Office's website:

One of the ways the federal government encourages the preservation of historic buildings is through federal tax laws that benefit qualifying historic preservation projects. A project may qualify for a 20% investment tax credit if:

- It involves rehabilitation of a certified historic building used for income-producing purposes;
- the rehabilitation work follows the Secretary of the Interior's Standards for Rehabilitation; and
- the project receives preliminary and final approval from the National Park Service.

Property owners, developers and architects must apply for the tax credit through the Minnesota SHPO and are encouraged to work with SHPO staff to ensure that appropriate rehabilitation measures are followed. The SHPO then passes its recommendations on to the NPS for approval.

Until recently, Minnesota matched these 20% tax credits with an additional 20% investment. While the state match is not currently available, it may be reinstated with the next legislative session.

It should be noted that historic tax credits are not usually realistic to pursue unless a sizable rehabilitation project, in the multimillion-dollar range, is being undertaken.

Historic tax credits are not typically available to public entities, but it is possible to partner with a private developer or financial institution and effectively "sell" the credits to that partner. A qualified tax adviser should be consulted before proceeding with pursuing historic tax credits or forming a partnership.

# ADDITIONAL FUNDING RECOMMENDATIONS

# **Partner Agreements**

- Modify agreements to incorporate a required annual process for review and adjustment of partner financial commitments based upon inflationary pressures and known facility-specific needs/costs.
- Modify agreements to more strongly discourage withdrawal from the agreements.

# Marketing

- Market to partner groups and their respective governing bodies to assure all are aware of the full-range of what the training facility has to offer.
- Market to potential new partner groups and their respective governing bodies.
- Market the facility to non-partner, fee-paying users, both conventional and non-traditional.
- Market to potential fee-paying user groups with interest in long-term agreements/contracts.
- Develop and maintain a robust on-line presence.

# **PART 6: MASTER PLAN**

The following options are presented as three potential approaches for the continued operation of the facility based on our assessment of the needs and condition of the existing facility, observations of similar peer facilities in the Twin Cities metro area, and extensive stakeholder outreach among the current and past users and planners of the S.C.A.L.E Regional Training Facility (RTF).

# **OPTION 1 – STATUS QUO**

- Consolidate functions into an identified area of the building
  - By mothballing or partially mothballing areas of the building that are underutilized, a savings in operating expense may be gained. However, having entire unoccupied portions of a 100-year-old building are not likely to improve perceptions of an active and inviting facility.
  - In every other modern facility that the project team visited, lack of storage was a universal complaint. This
    is something that will never be a problem at the RTF, and could be explored further as a provided benefit
    for local municipalities or other organizations.
- Essential maintenance and repairs to maintain essential functions and programming
- Focus on current partners and users satisfaction
- No staffing adjustments
  - At a minimum staffing would include a director, an administrator, and maintenance staff. Staff should be scheduled to assure coverage whenever the facility is being used.

### **OPTION 2 – UPDATED FACILITY**

- Ongoing and proactive maintenance
  - Prompt expenditure of significant funds should be undertaking as soon as possible to demonstrate the County's commitment to providing a facility that better meets the needs of the various user groups.
- Updates to maintain facilities to current standards and expectations including:
  - Improvements to the existing gun ranges.
  - Improvements to training facilities, equipmentl, and storage related to the propane burn tower and the class A burn sheds.
  - Installing AV/IT improvements to all the conference rooms,
  - Improved HVAC systems,
  - Parking, arrival, and wayfinding improvements.
  - ADA accessibility improvements.

- Short-term lease of an up-to-date use of force simulator, with the understanding that this technology may be obsolete soon.
- o Improved restroom facilities.
- Additional lockers/gun lockers for day-use storage.
- Kitchen facility improvements. Kitchen facilities should be reconfigured to better serve its current utilization. This will likely involve a reduction in the existing equipment as a full commercial kitchen is not required at the RTF. As the kitchen is quite oversized, an eating nook/break room should be created within the existing kitchen space to serve users while the dining room is in use as a meeting space.
- Refresh of scenario rooms. This would include improvements to the taser room, and a refresh of the 4H room to make it more inviting as a centralized meeting space for groups using the scenario rooms. The 4H groups could be moved to another location if necessary.
- Refresh of the gun cleaning room.
- Creation of secured ammunition storage areas.
- Phased updates to differentiate facility from peers
  - This may include expanding the availability of the historic spaces at the interior for uses not directly related to public safety, such as event space and education groups. The thing the makes the RTF unique is the historic building and the two grand historic interior spaces. These spaces could be promoted as truly unique and desirable features with some refreshing and the right marketing.
- Proactively market facility to expand user groups
  - Making the facility available to communities in the adjacent counties to the south and west should be pursued.
- Adjust staffing levels for optimal operations. Potential staffing to include:
  - o Director: Full time. Focuses on vision, marketing, business development, and funding acquisition.
  - Administrative Manager: Full time. Focuses on scheduling, day-to-day operations, client contact, and resolving scheduling conflicts.
  - Maintenance Director: Full time. Should be responsible for maintaining the physical plant and the training equipment.
  - Training coordinator: Part time. Focuses on working with users to catalog training resources and make them available to all user groups through an online repository.
  - Grants coordinator: Part time. Works with director to research and complete grant and other funding applications.
  - Cleaning staff. Contracted.
  - o Part time staff as required to provide IT and site/facility assistance whenever the facility is in use.
  - Volunteer pool to supplement paid staff.

# **OPTION 3 – MAINTAIN FACILITY WITH REDUCED PARTNERS – BRIDGING**

- Consolidate functions into an identified area of the building
- Essential maintenance and repairs to maintain minimal functions and programming
- Modest focused updates to retain current and attract new users
- Proactive marketing of facility with goal to rebuild partner and user pool
- Minimal staffing adjustments
- Goal is to stabilize operations and as soon as conditions allow move to Option 2, as described above

# **COST ANALYSIS**

# **General Cost Analysis Notes**

- Costs are based upon high level review of proposed options as identified in this study and should be reconfirmed in-depth after further development of specifics.
- Costs do not include cost escalation as current volatile market conditions make it difficult to predict.
- Costs do not include ongoing procurement challenges, as specific remain in flux.
- Project soft costs (professional fees, testing, permits, etc.) are not included. Soft costs include purchasing/upgrades to equipment not part of the building systems.
- Economies of scale will impact cost of projects small projects are likely to be more costly per square foot than larger, more comprehensive projects.

# Unit Costs for Planning (4th Quarter 2022)

•	New ventilation and cooling system	\$50-60 per SF
•	Improved ventilation and lighting in shooting ranges	\$10-20 per SF
•	Replace telephone/data distribution (includes WiFi)	\$6 per SF
•	Replace/upgrade A-V equipment	\$25,000-30,000+ per Room
•	Door access/security	\$4 per SF
•	Light replacement (LEDS) and control updates	\$8 per SF
•	Electrical receptacle and branch circuit installation	\$12 per SF
•	Carpet replacement with carpet tile	\$36 per SF
•	Paint walls/ceilings	\$1 per SF
•	Tile walls/floors (restroom updates)	\$12 per SF
•	New partitions/ceilings (gypsum bd. on metal studs)	\$4.80 per SF
•	Kitchen Renovation (this can vary greatly)	\$400 per SF to \$1000+ SF
•	Weapons Lockers	\$600-900 per Locker
•	Modular Partitions (Scenario Rooms)	\$500-600 per LF
•	Multi-level Conex Class A Fire Training Assembly	\$35,000 per installation
•	MILO System	\$85,000+ base price
•	Pavement (excludes soil/base preparation and curbs) Stormwater drainage and wetland requirements are not included	\$800-1000 per standard parking stall

# **Costs Applied to Master Plan Options**

Option 1 – Status Quo

⊙ Staffing No changes/No new costs

Consolidate use of space to minimize maintenance Minimal in-house tasks/No costs

Replace A/V equipment in primary meeting rooms \$90,000+

(Great Hall, Dining Room, Classroom)

Misc. scheduled repairs/maintenance (Estimate) \$50,000

Option 2 – Updated Facility

Full Staffing Per County Compensation Rates

Proactive, scheduled maintenance \$100,000

Improve fire range lighting and ventilation \$242,850+

(Assumes both primary and rifle ranges)

Replace A/V equipment in all meetings rooms \$240,000+
 (Great Hall, Dining Room Classroom, Conference Room, Classroom, Large Conference Room, Sun Rooms, MILO Room)

Replace telephone/data distribution (includes WiFi)

First Floor and Basement \$216,000Dormitory Floors \$53.400

Install ventilation/cooling system

First Floor and Basement \$900,000+Dormitory Floors \$445,000+

Light replacement (LEDS) and control updates

First Floor and Basement \$288,000

(Assumes relamp only on dormitory floors)

Install door access/security system (throughout) \$139,600

Replace carpet (In addition to currently budgeted replacement)

First Floor \$341,000Dormitory Floors \$320,400

Paint walls/ceilings (assume about 50% of spaces)
 \$224,500

Kitchen renovation \$700,000+

Modest renovation and related code/system upgrades

Kitchen equipment and lounge furnishings

Weapons Lockers

20 New Lockers \$15,000

Install full signage package (interior and exterior)
 \$200,000

ADA/Restroom Upgrades and Expansion \$25,000+ per restroom

Parking for 83 (assumes 50% occupancy)

Add 35 parking stalls (currently 48 stalls +/-) \$35,000+

Training equipment replacement/upgrades

Replace MILO Equipment (in kind) \$85,000+

Multi-level Conex Class A Fire Training Set-up \$35,000

Modular Partitions (50 LF) \$30,000

Other (TBD)Market Rate

Marketing Costs TBD

Option 3 – Maintain Facility with Reduced Partners – Bridging

Staffing
 No changes/No new costs

Misc. scheduled repairs/maintenance (Estimate) \$50,000

Replace A/V equipment in primary meeting rooms \$90,000+

(Great Hall, Dining Room, Classroom)

Replace telephone/data distribution (includes WiFi)

First Floor and Basement \$216,000

Limited training equipment replacement/upgrades
 Market Rate

Marketing Costs
 TBD

# **Staffing**

It is assumed that staff costs are governed by standard county compensation levels for equivalent positions. Current compensation levels should be consulted to identify anticipated costs for the proposed staffing levels.

# **MASTER PLAN - CONCLUSIONS**

It is our opinion that option 2 is the correct path forward in the immediate future for the existing RTF. Despite the need for long deferred maintenance, there is currently a strong need within Scott County for the continued operation of the facility. Prompt investment by the county into the existing facility should give confidence to current partners and potential new partners of the county's interest in investing in the facility. That being said, it is not likely that the existing facility will be able to continue to meet the rapidly changing needs of public safety training in the long term. It is recommended that Scott County pair immediate investment in the existing facility with long-term planning for deaccessioning the existing historic building and planning a new facility, with the goal of being operational in 10-15 years.

Section 13, Item d.

# **APPENDIX**

# i. MEMORANDUM OF AGREEMENT AND JOINT POWERS AGREEMENT

# MEMORANDUM OF AGREEMENT PUBLIC SAFETY TRAINING FACILITY

This Memorandum of Agreement (hereinafter MOA) is entered into by and between Scott County, Minnesota, a Minnesota municipal corporation (hereinafter referred to as the County), the Shakopee Mdewakanton Sioux Community, a Federally recognized Indian Tribal Government (hereinafter referred to as the Community), and the City of Belle Plaine, the City of Jordan, the City of New Prague, the City of Prior Lake, the City of Savage, the City of Elko, the City of New Market and the City of Shakopee, each a Minnesota municipal corporation (hereinafter referred to as "the Cities"), or collectively referred to as "the Parties").

WHEREAS, each of the Parties is a governing body which provides public safety services for the respective members of their jurisdictions; and

WHEREAS, the Parties have through their affiliation with the Scott County Association for Leadership and Efficiency (S.C.A.L.E.) identified the need to work cooperatively in providing for a joint public safety training facility that can serve all public safety providers; and

WHEREAS, participation in the joint public safety training facility will increase the efficiency, accuracy, and effectiveness of training for public safety providers while decreasing the need to duplicate services within the region; and

WHEREAS, the County and the Cities have entered into, or will execute simultaneously with this MOA, a Joint Powers Agreement pursuant to Minnesota Statutes Section 471.59 to address construction, use, operation, maintenance and administration of the facility; and

WHEREAS, the Parties acknowledge that State law does not authorize tribal government participation in joint powers agreements for said purposes; and

WHEREAS, the Parties further acknowledge that the execution of this separate companion MOA is an appropriate vehicle through which the Community's participation may be fully recognized; and

WHEREAS, the Parties each possess respective authority to enter into this MOA and mutually desire to do so.

**NOW THEREFORE,** in consideration of the mutual promises and benefits that each of the Parties shall derive here from, the County, the Community, and the Cities hereby enter into this MOA to develop and operate the joint public safety training facility ("training facility").

# A. Scope of Agreement.

The purpose of this MOA is to provide for the development and operation of a training facility that can provide an effective and efficient method of training public safety providers.

# B. Governing Board.

- 1. For the purpose of facilitating and administering this MOA, the Public Safety Training Center Governing Board (the Board) shall consist of a representative from the County, a representative from the Community, and a representative from each of the participating Cities.
- 2. The Board may exercise its powers in order to accomplish the purposes of this Agreement consistent with Minnesota Statute 471.59, this MOA and other applicable laws. The Board shall plan and administer the training facility. The Board shall make recommendations to the Parties regarding the acquisition of new equipment; potential annual and capital budget costs; the need for new staff; cost sharing; maintenance standards and operating procedures; and establish the by-laws and any sub-committees for operation of the training facility.

# C. Expenses and Funding.

- 1. The County agrees to provide its land and facilities located at 17706 Valley View Road, Jordan, Minnesota to the parties as the site for the development of the training facility.
- 2. The Parties agree that their initial contribution for renovation and construction necessary to bring the training facility into an operational status will collectively be in the amount of \$5,000,000.00.
- 3. The County agrees to issue \$5,000,000.00 in bonds to provide for the collective contribution of the Parties.
- 4. The County agrees to provide (on an annual basis) 50% of the funds associated with the debt service payments incurred for the issuance of the bonds necessary for the initial renovation and construction work at the facility and the ongoing costs to operate the facility, minus outside revenues, as determined by the debt service payments and annual budget approved by the Board.
- 5. The Community and the Cities agree to provide (on an annual basis) the remaining 50% of the funds associated with the debt service payments incurred for the issuance of the bonds necessary for the initial renovation and construction work at the facility and the ongoing costs to operate the facility, minus outside revenues, as determined by the debt service payments and annual budget approved by the Board.

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- a. The Community shall pay proportionally based upon their total number of public safety providers within each discipline as a portion of the overall number of public safety providers within each discipline of all participating Parties.
- b. The Cities shall pay proportionally based upon valuation for tax purposes.
- 6. The Parties agree that the following schedule shall establish their initial contribution levels (both debt and operating) for 2007 and 2008 and that said levels shall be recalculated and adjusted every three (3) years with the first recalculation being for 2009:

Party	Percentage	2007	2008
Belle Plaine	2.18%	\$5,004.74	\$10,009.47
Elko/New Market	1.13%	\$2,594.20	\$5,188.40
Jordan	1.75%	\$4,017.57	\$8,035.13
New Prague	1.71 %	\$3,925.74	\$7,851.47
Prior Lake	9.16%	\$21,029.07	\$42,058.14
Savage.	11.06%	\$25,391.00	\$50,781.99
Shakopee	15.48%	\$35,538.21	\$71,076.42
SMSC	7.53%	\$17,287.00	\$34,574.00
Scott County	50.000/0	\$114,787.50	\$229,575.00

# D. Major Policy Reformation and/or Dispute Resolution

All Parties will seek in good faith to resolve policy, equipment, funding, technological and other issues through negotiation or other forms of dispute resolution mutually acceptable to the Parties.

# E. Amendment/Withdrawal or Termination of MOA.

- 1. This MOA may be amended upon agreement of the County, the Community and the participating Cities.
- 2. A Party may withdraw from this MOA upon providing a written notice to the Board at least ninety (90) days prior to the end of the current calendar year of its intent to withdraw at the end of that calendar year. The withdrawing Party shall:
  - a. Be responsible for its proportional contribution of the annual operating contribution through the remainder of that calendar year; and
  - b. Continue its responsibility for its proportional contribution to the annual debt service for one (1) year after withdrawal.

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- 3. A municipality, not party to this initial MOA, may join upon a concurring vote of all Parties. Upon the addition of a new party the funding formula outlined in Paragraph C, subparagraph 6 shall be modified and the joining party shall be required to make a contribution based upon a recalculation of the contribution levels for the year the party joins.
- 4. The termination/withdrawal of a Party's membership shall have no effect upon this MOA other than a modification of the funding formula outlined in Paragraph C, subparagraph 6 upon expiration of the time frames described in subsection 2 above.

# F. <u>Indemnification</u>.

Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which another Party, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this MOA. Notwithstanding the above, with the exception of the Community, the parties recognize that liability under this MOA is controlled by Minnesota Statute Section 471.59, Subdivision 1(a) and that the total liability for the parties shall not exceed the limit on governmental liability for a single use of government as specified in Minnesota Statute Section 466.04, Subdivision 1.

# G. Severability.

The provisions of this MOA shall be deemed severable. If any part of this MOA is rendered void, invalid, or unenforceable by a Court of competent jurisdiction, such rendering shall not affect the enforceability and validity of the remainder of this MOA unless the part or parts which are void invalid or otherwise unenforceable shall substantially impair the value of the entire MOA with respect to any Party.

# H. Term of Agreement.

The term of this MOA shall commence upon 1 August 2006, the date of signature by the Parties notwithstanding, and shall continue in effect thereafter unless cancelled by agreement of the County, Community, and Cities.

# I. Entire Agreement, Amendment, and Waiver.

This MOA and the Joint Powers Agreement effective, 1 August 2006, embody the entire agreement and understanding of the Parties regarding the subject matter of this MOA and all prior agreements, representations, statement, and understandings, oral and written, are merged in this MOA by this Section. This MOA may not be altered, amended, modified,

or supplemented except in a writing signed by the Parties, which will be effective from and after the date that it is signed by all the Parties if an effective date is not specified. No MOA provision is waived unless done so in writing and signed by the Party against whom such waiver is asserted.

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5

# J. Counterparts.

This MOA may be signed in separate counterparts, and the counterparts, taken together, shall constitute a single agreement.

# K. Notices.

Except as otherwise specifically provided in this MOA, all notices, demands, and communications required under this MOA will be in writing and will be directed as follows:

If to the Shakopee Mdewakanton Sioux Community:

Tribal Administrator 2330 Sioux Trail N.W. Prior Lake, Minnesota 55372

If to Training Facility Joint Powers Board Chair, Training Facility Board 200 West 4<sup>th</sup> Avenue Shakopee, MN 55379

# L. How Notices May Be Delivered.

Notices may be:

- a. Delivered personally;
- b. Sent by nationally recognized overnight courier; or
- c. Sent by first class, certified United States Mail, return receipt requested, postage prepaid.

# M. When Notices Are Effective.

Notices are effective:

- a. On receipt if delivered personally;
- b. On the next business day if sent by overnight courier; or
- c. On the date shown on the receipt if mailed, unless delivery is refused or delayed by the addressee, in which event they are deemed delivered on the third business day following deposit in the United States Mail.

# N. Changes In Notice Address.

A Party may change the address to which notice will be delivered by notice given to all parties. No Party may require notice to be delivered to more than two addresses.

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# O. No Third Party Beneficiaries.

Except as otherwise specifically provided in this MOA, no rights, privileges, or immunities of any Party under this MOA will inure to the benefit of any third-party, nor will any third-party be deemed to be a beneficiary of any of this MOA's provisions.

# P. Successors and Assigns.

This MOA binds and inures to the benefit of the legal successors and assigns of the Parties.

# Q. Governmental Authority.

- A. Nothing in this MOA shall confer or be construed to confer any authority on any city, county or state or any department, agency, or subdivision of any city, county or state.
- B. Nothing in this MOA shall be construed or interpreted to limit or expand any jurisdiction or authority of any Party, to waive any immunities, or to otherwise modify the legal rights of any person, to accomplish any act violative of tribal, state or federal law or to subject the Parties to any liability to which they would not otherwise be subject by law.

# R. Sovereign Immunity.

Nothing in this MOA is nor shall be construed to be a waiver of the Community's sovereign immunity from suit, and the Community hereby expressly retains its sovereign immunity from suit. In the event of a conflict between the provisions of this Paragraph and any other language contained herein, the language of this Paragraph shall control and prevail.

# S. Captions.

Captions and paragraph headings used in this MOA are for convenience only, and are not part of this MOA, and shall not be deemed to limit or alter any provisions of this MOA, and shall not be deemed relevant in construing the MOA.

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed as of this 28th day of Folkman, 2007.

COUNT	v	$\mathbf{OE}$	C	CC	T	T
COUNT	JL.	$\mathbf{O}\mathbf{r}$	O	v	<i>,</i>	1

APPROVED:

Barb Marschall, Chair

Board of Scott County Commissioners

David Unmach

Scott County Administrator

Date: September 5, 2007

Date September 10, 2007

	CITY OF BELLE PLAINE	
	APPROVED:	
	By AR. Mear	Date 4-30-07
	Tom Meger	
	Mayor City of Belle Plaine	
	X Val Va	Date 8/30/07
	David Murphy	Bate - 10 4, 4
	Belle Plaine City Administrator	
	Bone I famo Orty Munimistrator	
	CITY OF ELKO NEW MARKET	
	APPROVED: / /	
		Date
	By Kent V. Hartzler	Date
	<i>y</i>	
	Mayor City of Elko New Market	
		0/1/2
		Date9/6/07
	Thomas M. Terry	į ,
	Elko New Market City Administrator	
	CITY OF JORDAN	. ,
	ARPROVED:	0/1/=
$\mathfrak{O}$	By France	Date 9/4/07
Skin	<del>Rob</del> Jabs)	/ / /
7	Mayor-City of Jordan	/ /
	/ Mulu	Date 9/4/07
	Ed Shukle	7 7 7
	Jordan City Administrator	
	CITY OF PRIOR LAKE	
	APPROVED,	
	By tup	Date 9/4/07
	Jack G. Haugen (	
	Mayor City of Prior Lake	
	THE	a 1
	trink you	Date_ 9/4/07
	Frank Boxles / /	7 ' / '

CITY OF SAVAGE	
APPROMED: ha Ra	0/2/
By Mono M Blenna	Date $9/2/07$
Tom Brennan Mayor City of Sayaga	, ,
Mayor City of Savage	
By h that	Date 10/31/07
Barry/Stock	ř
Savage City Administrator	
CITY OF SHAKOPEE APPROVED March 6, 2007 By fall for June 15 John J. Schmitt Mayor City of Shakopee	Date 9/7/07
Mal Ma Well	Date 9/7/07
	Date
Mark McNeill Shakopee City Administrator Judith S. Cox, Shakopee City Clerk CITY OF NEW PRAGUE	Date 9/7/0 7
APRROVED:	
By Dende	Date 9/4/17
Bink Bender	1 7 0
Mayor City of New Prague  Jerome Bohnsack	Date 9/4/07
New Prague City Administrator	/ /
	TON SIOUX COMMUNITY,
$(1 \land 0 \land 1 \land 1)$	$\sim 0$
By: Stanley R. Crooks, Tribal Chairman	By: B. Anderson, Secretary/Treasurer.
Date: 2/28/07	Date: 2/28/07
Approved as to form and execution:	•
By: \\:\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
William J. Hardacker, Tribal Attorney	
7.78.07	

# JOINT POWERS AGREEMENT PUBLIC SAFETY TRAINING FACILITY

This Agreement is entered into by and between Scott County, Minnesota, a Minnesota municipal corporation (hereinafter referred to as the County), the Shakopee Mdewakanton Sioux Community a Federally recognized Indian Tribal Government (hereinafter referred to as the Community), and the City of Belle Plaine, the City of Jordan, the City of New Prague, the City of Prior Lake, the City of Savage, the City of Elko, the City of New Market and the City of Shakopee, each a Minnesota municipal corporation (hereinafter referred to as "the Cities", or collectively referred to as "the Parties", pursuant to Minnesota Statute 471.59.

WHEREAS, each of the Parties is a governing body which provides public safety services for the respective members of their jurisdictions; and,

WHEREAS, the Parties have through their affiliation with the Scott County Association for Leadership and Efficiency (S.C.A.L.E.) identified the need to work cooperatively in providing for a joint public safety training facility that can serve all public safety providers; and,

WHEREAS, participation in the joint public safety training facility will increase the efficiency, accuracy, and effectiveness of training for public safety providers; while decreasing the need to duplicate services within the region.

**NOW THEREFORE,** in consideration of the mutual promises and benefits that each Parties shall derive here from, the County, the Community, and the Cities hereby enter into this agreement to develop and operate the joint public safety training facility ("training facility").

# A. Scope of Agreement.

The purpose of this Agreement is to provide for the development and operation of a training facility that can provide an effective and efficient method of training public safety providers. Continuation of the training facility will occur only upon the approval by the County, the Community, and the Cities of this Joint Powers Agreement.

# B. Joint Powers Board.

1. For the purpose of facilitating and administering this Agreement, the Public Safety Training Center (Joint Powers) Board (Board) shall consist of a representative from the County, a representative from the Community, and a representative from each of the participating cities.

2. The Board may exercise its powers in order to accomplish the purposes of this Agreement consistent with Minnesota Statute 471.59 and other applicable laws. The Board shall plan and administer the training facility. The Board shall make recommendations to the Parties regarding the acquisition of new equipment; potential annual and capital budget costs; the need for new staff; cost sharing; maintenance standards and operating procedures and establish the by-laws and any sub-committees for operation of the training facility.

# C. Expenses and Funding:

- 1. The County agrees to provide its land and facilities located at 17706 Valley View Road, Jordan, Minnesota to the parties as the site for the development of the training facility.
- 2. The parties agree that their initial contribution for renovation and construction necessary to bring the training facility into an operational status will collectively be in the amount of \$5,000,000.00.
- 3. The County agrees to issue \$5,000,000.00 in bonds to provide for the collective contribution of the parties.
- 4. The County agrees to provide (on an annual basis) 50% of the funds associated with the debt service payments incurred for the issuance of the bonds necessary for the initial renovation and construction work at the facility and the ongoing costs to operate the facility, minus outside revenues, as determined by the debt service payments and annual budget approved by the Board.
- 5. The Community and the Cities agree to provide (on an annual basis) the remaining 50% of the funds associated with the debt service payments incurred for the issuance of the bonds necessary for the initial renovation and construction work at the facility and the ongoing costs to operate the facility, minus outside revenues, as determined by the debt service payments and annual budget approved by the Board:
  - a. The Community will pay proportionally based upon their total number of public safety providers within each discipline as a portion of the overall number of public safety providers within each discipline of all participating entities.
  - b. The Cities will pay proportionally based upon valuation for tax purposes.
- 6. The parties agree that the following schedule shall establish their initial contribution levels (both debt and operating) for 2007 and 2008 and that

said levels shall be recalculated and adjusted every three (3) years with the first recalculation being for 2009.

Party	Percentage	2007	2008
Belle Plaine	2.18%	\$5,004.74	\$10,009.47
Elko/New Market	1.13%	\$2,594.20	\$5,188.40
Jordan	1.75%	\$4,017.57	\$8,035.13
New Prague	1.71%	\$3,925.74	\$7,851.47
Prior Lake	9.16%	\$21,029.07	\$42,058.14
Savage	11.06%	\$25,391.00	\$50,781.99
Shakopee	15.48%	\$35,538.21	\$71,076.42
SMSC	7.53%	\$17,287.00	\$34,574.00
Scott County	50.00%	\$114,787.50	\$229,575.00

# D. Major Policy Reformation and/or Dispute Resolution.

All Parties will seek in good faith to resolve policy, equipment, funding, technological and other issues through negotiation or other forms of dispute resolution mutually acceptable to the Parties.

# E. Amendment/Withdrawal or Termination of Agreement.

- 1. This Agreement may be amended upon agreement of the County, the Community and the participating Cities.
- 2. A Party may withdraw from this Agreement upon providing a written notice to the Board at least ninety (90) days prior to the end of the current calendar year of its intent to withdraw at the end of that calendar year. The withdrawing Party shall:
  - a. Be responsible for its proportional contribution of the annual operating contribution through the remainder of that calendar year; and,
  - b. Continue its responsibility for its proportional contribution to the annual debt service for one year after withdrawal.
- 3. A municipality, not party to this initial Agreement, may join the Joint Powers Entity upon a concurring vote of all Parties. Upon the addition of a new party the funding formula outlined in Paragraph C, Subparagraph 6 shall be modified and the joining party shall be required to make a contribution based upon a recalculation of the contribution levels for the year the party joins.

# F. Indemnification.

Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which another Party, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

# G. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable by a Court of competent jurisdiction, such rendering shall not affect the enforceability and validity of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any Party.

# H. Term of Agreement.

The term of this Agreement shall commence upon 1 August 2006, the date of signature by the Parties notwithstanding, and shall continue in effect thereafter unless cancelled by agreement of the County, Community, and Cities.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of this day of , 2006.

COUNTY OF SCOTT  APPROVED:  By  Jon Ulrich)  Chair, Board of Scott  County Commissioners	David Unmacht Scott County Administrator
Date: July 25, 2006	Date: <u>July 25</u> , 2006
APPROVED:	G-11-06
By Tom Meger Mayor City of Belle Plaine	Date

$\bigcap$ 1/		Se
Vally	8-11-06	
David Murphy	Date	
Belle Plaine City Administrator		
CITY OF ELKO APPROVED		
	8-16-06	
By Kent V. Hartzler	Date	
Mayor City of Elko		
Vhul Vlagel	8-11-06	
Mark Nagel Elko City Administrator	Date	
CITY OF JORDAN		
APPROVED:		
By Kinald glo	8/11/06	
Ron Jahs Mayor City of Jordan	Date	
# 11 1.1_	8/11/06	
Ed Shykle	Date	
Jordan City Administrator		
CITY OF NEW MARKET APPROVED:		
/ ( / n		
By Jan Freedows	8/15/06	
Jim Friedges Mayor City of New Market	Date	
	9/11/06	
Thomas M. Terry	9/11/06 Date	
New Market City Administrator		
CITY OF PRIOR LAKE		
APPROVED:		
By what ange	7/17/06	
Jack G. Haugen Mayor City of Prior Lake	Date // /	
iviayor-wity of filor Lake		

Frank Boyles Prior Lake City Manager	7/17/06 Date
CITY OF SAVAGE APPROVED:  By WWW Blum Tom Brennan Mayor City of Savage  Barry Stock Savage City Administrator	
CITY OF SHAKOPEE APPROVED:  By John J. Schmitt Mayor City of Shakopee	<u>August</u> 2, 2006  Date
Mark McNeill Shakopee City Administrator	Date  Judith S. Cox, City Clerk
CITY OF NEW PRAGUE APPROVED:  By	7-16-06 Date  7-16-06 Date

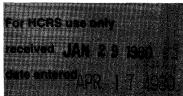
# ii. NATIONAL REGISTER NOMINATION

United States Department of the Interior Heritage Conservation and Recreation Service

# National Register of Historic Places Inventory—Nomination Form

See instructions in *How to Complete National Register Forms*Type all entries—complete applicable sections





. )   -							
1. Nam	ne e		· · · · · · · · · · · · · · · · · · ·				
historic	Mudbaden Sulphur Springs Company						
and/or common	Abbot-Northwestern Hospital - Family Treatment Center						
2. Loca	_						
street & number	. Off of Highway 1	69 and County Road 63	3	not for publication			
city, town	Sand Creek Towns	Jordan hip <u>X</u> vicinity of	congressional district	Second			
state Minne	sota co	de 22 county	Scott	code 139			
3. Clas	sification						
Category district X building(s) structure site object	Ownership public private both Public Acquisition in process being considered	Status X occupied unoccupied work in progress Accessible X yes: restricted yes: unrestricted no	Present Use agriculture commercial educational entertainment government industrial military	museum park private residence religious scientific transportation X other: medical			
name Lynnv	rille Limited Partn	ership					
street & number	R.R. 2	<u></u>					
city, town <sup>J</sup>	ordan	vicinity of	state	Minnesota			
5. Loca	ation of Lec	gal Description	on				
courthouse, regi	istry of deeds, etc. Rec	corder's Office, Scot	t County Courthouse	2			
street & number	428 South Hol	Lmes					
city, town	Shakopee		state	Minnesota 55379			
6. Rep	resentation	in Existing	Surveys				
	le Survey istoric Resources	has this pro	perty been determined el	egible? yes n			
date 1979	·		federal _X sta	te county loca			
depository for s	urvey records Minneso	ta Historical Societ	y, J.J. Hill House				
	St. Paul		state	Minnesota 551			

# 7. Description

Section 13, Item d.

Condition		Check one	Check one	
excellent	deteriorated	unaltered	X original site	
good	ruins unexposed	altered	moved date _	 <del>-</del>
IQII	unexposed			*

# Describe the present and original (if known) physical appearance

Mudbaden Sulphur Springs Company is located two miles northeast of Jordan in the Minnesota River Valley off of County Road 63 in Sand Creek township. It is situated on the tracks of the North Western Railway (which run directly in front of the building) on a large landscaped area. The surrounding area is sparsely settled. The land immediately surrounding the building is fairly marshy: The Minnesota River is located less than a mile to the Northwest.

The large 2 story red brick structure, constructed in 1915, is designed in a Classical Revival style on a plan common in institutional buildings during the early part of the twentieth century. The building is composed of a main central section with a pedimented central pavilion flanked by long narrow wings. Classical design features include the white wood trim decorating the cornice, polychrome brickwork setting off corner quoins and wide arches of the central section, and the pedimented central pavilion.

A one story brick section of more recent construction date located on the front side of the northern wing is used for offices by the present occupants of the building. A two story brick addition is located at the end of both wings and houses a stairwell. Several additions of recent construction dates are located at the rear of the building.

Other structures on the property include a low multiple garage building (ca. 1925) a single garage (former cottage - ca. 1920), a greenhouse (ca.1925) and boiler room (ca. 1905). The foundation of a railroad flag station is located on the tracks south of the building.

The building is in an excellent state of repair and retains its design integrity. It is currently leased by Abbot-Northwestern for use as a Family Treatment Center.

#### 8. Significance

Section 13, Item d.

Period prehistoric 1400–1499 1500–1599 1600–1699 1700–1799 1800–1899 X 1900–		-Check and justify below ric community planning conservation economics education engineering exploration/settlement invention	politics/government	re religion science sculpture social/ humanitarian theater transportation other (specify) ealth/recreation
Specific dates	1915	Builder/Architect		

#### Statement of Significance (in one paragraph)

Mudbaden Sulpher Springs is a well preserved early 20th century health resort significant for its association with an important aspect of Minnesota history, health, recreation, and tourism. An immigrant familiar with the success of mud baths and spas in operation in Germany discovered sulpher springs on the Ole Rosendahl farm during the 1890's. Shortly thereafter Ole Rosendahl began a small scale health resort offering mud bath treatments in his home. The enterprise soon became a popular operation drawing clients to the area. Two other spas entered the competition during the first decade of the 20th century; Jordan Sulphur Springs (now Valley View Nursing Home), located one mile northeast of Mudbaden and Mudcura (formerly known as Assumption Seminary), located on the west side of the Minnesota River in Carver County. Mudbaden remains the best preserved. The present building was constructed in 1915 and could accommodate and treat 200 patients. Equipped with its own railway station, Mudbaden was both a hospital and Its "homelike" accommodations were advertised for patient or vacationist; comfort and convenience were its bywords. Mudbaden operated as a health resort until 1947. It has been used as a treatment and therapy center since 1967. For its long association with the health and resort theme in Minnesota's history and for its important role in the development of Scott County after 1900, Mudbaden is significant.

**Major Bibliographical References** Section 13. Item d. Anderson, Gail, ed., Jordan, Minnesota, A Newspaper Looks at a Town. Jordan, Anderson, Gail, photo collection. Jordan Independent Mudbaden advertisements information, M.H.S. Pamphlet collection, Minnesota Historical Society library, 690 Cedar Street, St. Raul Geographical Data Acreage of nominated property approx. 10 acres Quadrangle name New Prague Quadrangle scale 15 minute **UMT References** 115 4 5, 1 2, 2, 0 419 418 81715 Zone Zone Verbal boundary description and justification The SW4 of the NE4 of the SW4 of section 8, T114N, R23W, excepting the railroad right of way crossing the southeast corner of the property. THEFALLEN List all states and counties for properties overlapping state or county boundaries state code county code state code county code Form Prepared By name/title Britta Bloomberg, Research Historian - Survey Minnesota Historical Society organization State Historic Preservation Office July 1979 date (612) 296-0101 street & number 240 Summit Avenue, J.J. Hill House telephone Minnesota St. Paul state city or town 12. State Historic Preservation Officer Certification The evaluated significance of this property within the state is:  $^{
m X}_{-}$  state national As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the Heritage Conservation and Recreation Service. State Historic Preservation Officer signature title Russell W. Fridley, State Historic Preservation Officer For HCRS use only hereby certify that this property is included in the National Register Keeper of the National Register Chief of Registration

Section 13, Item d.

### **United States Department of the Interior** National Park Service

#### National Register of Historic Places Continuation Sheet

Section number Page	
ADDITIONAL INFORMATION	Keeper Helour Jynn -1/9/89

OMB Apr

Section 13, Item d.

### **United States Department of the interior**National Park Service

### **National Register of Historic Places Continuation Sheet**

ection number Page	
	Note: These changes apply to Mudbaden Sulphur Springs Company in Scott County, Minnesota.
REFERENCE NUMBER: 80002165	
STATE: MINNESOTA	
COUNTY: Scott	
RESOURCE NAME (HISTORIC):	
CITY:	
VICINITY OF: Jordan	
ADDRESS: Co. Hwy. 63	
CERTIFICATION DATE:	
REMOVED DATE:	
COMMENTS:	

Nina M. Archabal
State Historic Preservation Officer

JUN 1 7 1988

Date

### iii. EXISTING PROGRAMMING PLANS AND SPACE SPREADSHEETS



FIRE SUPPRESSION TANK & PUMP

WATER HEATER 34 sf

2 AIATS te 8SE (SALVAGED BUILDING MATERIALS)

G-22

OUTSIDE AGENCY
STORAGE
216 sf
G-21

STORAGE
176 st
S-15

MECHANICAL 950 sf

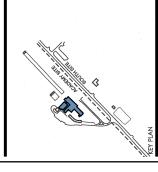
WATER HEATER 56 sf

回

STORAGE 344 sf

G-23 LAUNDRY 620 sf

> NCY GENI 215 sf



SCALE REGIONAL TRAINING FACILITY (RTF) STUDY

LHB PROJECT #220672 TASK:

EXISTING
SPACE

INVENTORY
MAIN
BUILDING
FLOOR PLANS

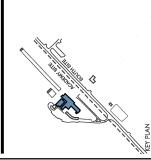


STAIR 4 162 sf GUN CLEANING 430 sf G-16 (TUBMTRAGA) MOOR MOITAUTIS CUSTODIAL 170 sf G-14 CRAWL SPACE / STORAGE 890 sf S.R. (CLASSROOM) 236 sf TJUAV is &T ELEV BLEV 90 sf STAIR 3 129 sf ELEC / STORAGE 230 sf STAGING ROOM (SITUATION) 1,215 sf territoria de Companya de Comp SW METRO DRUG TASK FORCE 1,200 sf CIRC 1,329 sf STORAGE 116 sf G-34 G-27 CIRC 514 sf TLT 90 sf TASER & CORRECTIONS 932 sf YAQNUAJ Taʻoll (2) SMOOA NOITAUTIS 12 3£9 LAUNDRY S35 sf H-10 STAIR 2 183 sf ION ROOMS (2) 370 sf SMALL SIT. ROOM SITUAT SITUATION ROOMS (4) UNEXCAVATED 35'-0"

BASEMENT FLOOR PLAN

 $\sqrt{\text{SCALE}: 1" = 20'-0"}$ 





PROJECT NAME:
SCALE REGIONAL
TRAINING FACILITY
(RTF) STUDY

LHB PROJECT #220672 TASK:

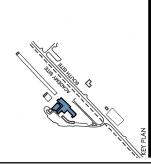
EXISTING
SPACE
INVENTORY

MAIN BUILDING FLOOR PLANS



 $\sqrt{\text{SCALE: 1"} = 20'-0"}$ 





SCALE REGIONAL
TRAINING FACILITY
(RTF) STUDY

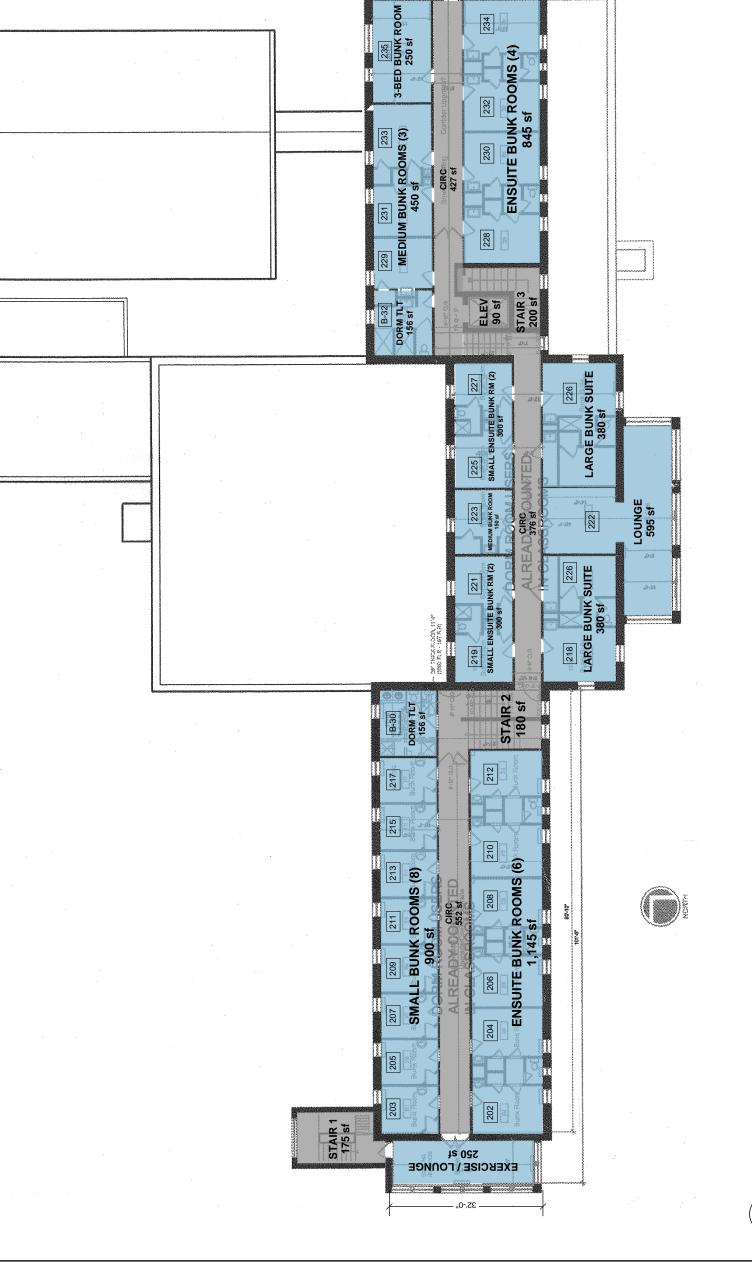
STAIR 4 162 sf

234

LHB PROJECT #220672 TASK:

INVENTORY **EXISTING** SPACE

**FLOOR PLANS** MAIN BUILDING



**SECOND FLOOR PLAN** 

SCALE: 1" = 20'-0"





TRAINING FACILITY (RTF) STUDY SCALE REGIONAL

**EXISTING** 

SITE PLAN

EXISTING SPACE INVENTORY SCALE REGIONAL TRAINING FACILITY BUILDING SUMMARY	SCALE RTF #220672
Building	Existing Gross Square Feet
Main Building	51,260
Training & Simulation	12,344
Admin	2,260
Education / Community Outreach	5,258
Kitchen / Dining	3,190
Dormitory	6,267
Building Services	7,831
TBD Spaces, Interior & Exterior Walls	8,202
Pump House	134
Member Woodshop & Storage	3,544
Garage	1,120
Tactical Range	5,824
Rifle Range	19,012
Archery & Dog Training Area	8,142
TOTAL SCOPE	89,036
OTHERS NOT IN SCOPE:	
Tactical Tower	9,248
Tactical Pump House	500
Tactical Barn	1,200
Juvenile Buildings	9,620
Metropolitan Mosquito Control	25,090
RTF GRAND TOTAL	134,694

### EXISTING SPACE INVENTORY MAIN BUILDING

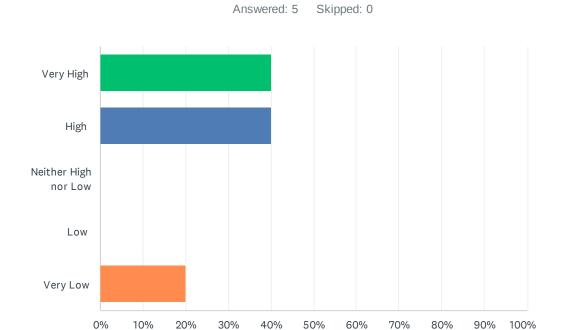
				E	XISTING	
Room Name	Building	Level	Room #	Quantity	Area	Subtotal
Room Name	Dulluling	Level	Noom #	Quantity	Aica	Jubiolai
MAIN BUILDING						
Training & Simulation						
Gun Cleaning	Main Building	Level 0	G-16		430	430
Defensive Tactics Room	Main Building	Level 1	138, 140		980	
Defensive Tactics Storage	Main Building	Level 1	S-20		66	66
Situation Rooms	Main Building	Level 0	G-02, G-03, G-04, G-06, G-07, G-08, G-09, G-10, G-28, G-29	12	244	2,924
Small Situation Rooms	Main Building	Level 0	G-01, G-10	2	128	256
Situation Room (Classroom)	Main Building	Level 0	G-18	1	236	236
Situation Room (Convenience Store)	Main Building	Level 0	G-19	1	295	295
Situation Room (Apartment)	Main Building	Level 0	G-20	1	460	460
Situation Room (Madbaden Bar)	Main Building	Level 0	G-22	1	552	552
SW Metro Drug Task Force	Main Building	Level 0	G-34	1	1,200	1,200
Workshop	Main Building	Level 0	G-12	1	150	150
Training Storage	Main Building	Level 0	G-11	1	158	158
Training Storage	Main Building	Level 0	G-13	1	145	145
Training Storage	Main Building	Level 0	S-12	1	94	94
Training Storage	Main Building	Level 0	G-15, G-17	1	317	_
Taser Training & Corrections Situation Room	Main Building	Level 0		1	932	
Staging Room (Situation)	Main Building	Level 0	G-27	1	1,215	•
Training Toilet	Main Building	Level 0		1	75	_
Training Toilet	Main Building	Level 0	B-12	1	110	
Training Toilet	Main Building	Level 0		1	90	
Firing Range Toilet	Main Building	Level 1		1	105	105
Firing Range Vending Area	Main Building	Level 1	124		164	164
MILO Use of Force Simulator Room	Main Building	Level 1	136		840	
Driving Simulator (Defunct)	Main Building	Level 1	420	1	228	
Driving Simulator Lobby	Main Building	Level 1	139	1	322	
Training & Simulation Areas Sub Total				27	0.536	12.244
Training & Simulation Areas Sub-Total				37	9,536	
Circulation, Interior & Exterior Walls, etc. (Programmed Estimate: 35% of Net SF)						0
Department Total Gross Square Feet						12,344
	I		ı			
Admin						
Administrative Suite	Main Building	Level 1	122	1	1,575	1,575
Admin Toilet	Main Building	Level 1	B-22, B-24		100	
Admin Vestibule	Main Building	Level 1		1	35	
Office	Main Building	Level 1	119		190	
Office	Main Building	Level 1	121	1	130	
Storage	Main Building	Level 1	123	1	130	130
Admin Sub-Total				7	2,160	2,260
Circulation, Interior & Exterior Walls, etc.					*	0
(Programmed Estimate: 35% of Net SF)						
Department Total Gross Square Feet						2,260

					E	XISTING	
	Room Name	Building	Level	Room #	Quantity	Area	Subtotal
	ation / Community Outreach						
	erence Room (Multi Divided Classroom)	Main Building	Level 1	107	1	1,020	1,020
	erence Room	Main Building	Level 1	105	1	220	220
	oom Conference	Main Building	Level 1		1	285	285
Stora	_	Main Building	Level 1		1	228	228
Stora		Main Building	Level 1	445 447	1	132	132
Stora	O .	Main Building	Level 1	115, 117	2	106	212
_	Conference/Assembly Room (Historic)	Main Building	Level 1		1	2,125	2,125
	ing Entrance ation Toilet	Main Building	Level 1 Level 1	D 20	1 1	430 120	430
Classr		Main Building Main Building	Level 1	B-20 137	1	486	120 486
Classi	00111	Iviaiii bullullig	Level 1	157	1	400	400
Educa	ation Sub-Total				11	5,152	5,258
	lation, Interior & Exterior Walls, etc.						0
	rammed Estimate: 35% of Net SF)						
Depa	rtment Total Gross Square Feet						5,258
	en / Dining						
	en Suite	Main Building	Level 1		1	1,230	1,230
Dinin	g Room / Large Conference Room	Main Building	Level 1		1	1,960	1,960
							0
Kitch	en / Dining Sub-Total				2	3,190	3,190
	lation, Interior & Exterior Walls, etc.					3,190	3,190
	rammed Estimate: 35% of Net SF)						U
	rtment Total Gross Square Feet						3,190
	4						-,
Dorm							
Large	Bunk Suite	Main Building	Level 2	218, 226	2	380	760
Small	Bunk Rooms	Main Building	Level 2	203, 205, 207, 209,	8	113	900
				211, 213, 215, 217			
	0.10			222 220 224 222		450	600
Medi	um Bunk Room	Main Building	Level 2	223, 229, 231, 233	4	150	600
Encui	te Bunk Room (Large)	Main Building	Level 2	202, 204, 206, 208,	5	400	2,000
LIISUI	te Bulk Koolii (Laige)	Iviaiii bullullig	Level 2	210, 212, 228, 230,	3	400	2,000
				232, 234			
				232, 234			
Ensui	te Bunk Room (Small)	Main Building	Level 2	219, 221, 225, 227	4	150	600
	,						
Three	e-Bed Bunk Room	Main Building	Level 2	235	1	250	250
Dorm	Toilet & Showers	Main Building	Level 2	B-30, B-32	2	156	312
Loung	ge	Main Building	Level 2	222	1	595	595
Exerc	ise / Lounge	Main Building	Level 2		1	250	250
							0
							0
	nitory Sub-Total				28	2,444	6,267
	lation, Interior & Exterior Walls, etc.						0
	rammed Estimate: 35% of Net SF)						C 2C7
рера	rtment Total Gross Square Feet			1			6,267
Build	ing Services						
Stair :		Main Building	All		3	175	525
Stair 2	2	Main Building	All		3	180	540
Stair :	3	Main Building	All		3	200	530
Stair 4	4	Main Building	All		3	162	486

				E	XISTING	
Room Name	Building	Level	Room #	Quantity	Area	Subtotal
Stair 5	Main Building	Levels 0 & 1		2	328	656
Vault Storage	Main Building	Level 0		1	73	73
Elevator	Main Building	All		1	90	90
Elevator	Main Building	All		1	45	45
Storage (Salvaged Building Materials)	Main Building	Level 0		1	382	382
Laundry	Main Building	Level 0	G-23	1	620	620
Emergency Generator	Main Building	Level 0		1	215	215
Mechanical	Main Building	Level 0		1	950	950
Crawl Space / Storage	Main Building	Level 0		1	890	890
Storage	Main Building	Level 0	S-14	1	96	96
Storage	Main Building	Level 0		1	124	124
Mechanical	Main Building	Level 0	G-05	1	214	214
Laundry	Main Building	Level 0		1	110	110
Mechanical	Main Building	Level 0		1	235	235
Water Heater	Main Building	Level 0		1	56	56
Water Heater	Main Building	Level 0		1	34	34
Electrical Room / Storage	Main Building	Level 0		1	230	230
Custodial	Main Building	Level 0	G-14	1	170	170
Janitor's Closet	Main Building	Level 1		1	13	13
Storage	Main Building	Level 1		1	155	155
Outside Agency Storage	Main Building	Level 0	G-21	1	216	216
Outside Agency Storage	Main Building	Level 0	S-15	1	176	176
						0
Building Services Sub-Total				35	6,139	7,831
Circulation, Interior & Exterior Walls, etc.						0
(Programmed Estimate: 35% of Net SF)						
Department Total Gross Square Feet						7,831
Main Building Total				120	28,620	37,150
Corridor Total	Main Building	All		1	5,908	5,908
TBD Spaces, Interior & Exterior Walls, etc.						8,202
Total Gross Square Feet - Phase I						51,260

#### iv. SURVEY RESPONSES

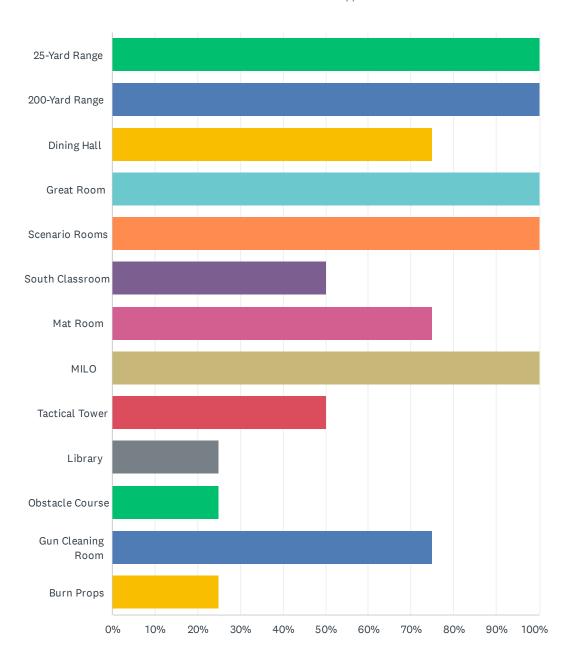
#### Q1 How would you rate your need for a dedicated training facility?



ANSWER CHOICES	RESPONSES	
Very High	40.00%	2
High	40.00%	2
Neither High nor Low	0.00%	0
Low	0.00%	0
Very Low	20.00%	1
TOTAL		5

#### Q2 Which of the following offered amenities have you used at the RTF?





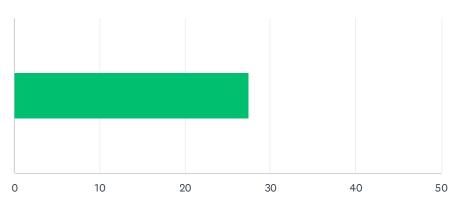
#### SCALE RTF Board

		Section 13, Item d.
ANSWER CHOICES	RESPONSES	
25-Yard Range	100.00%	4
200-Yard Range	100.00%	4
Dining Hall	75.00%	3
Great Room	100.00%	4
Scenario Rooms	100.00%	4
South Classroom	50.00%	2
Mat Room	75.00%	3
MILO	100.00%	4
Tactical Tower	50.00%	2
Library	25.00%	1
Obstacle Course	25.00%	1
Gun Cleaning Room	75.00%	3
Burn Props	25.00%	1

Total Respondents: 4

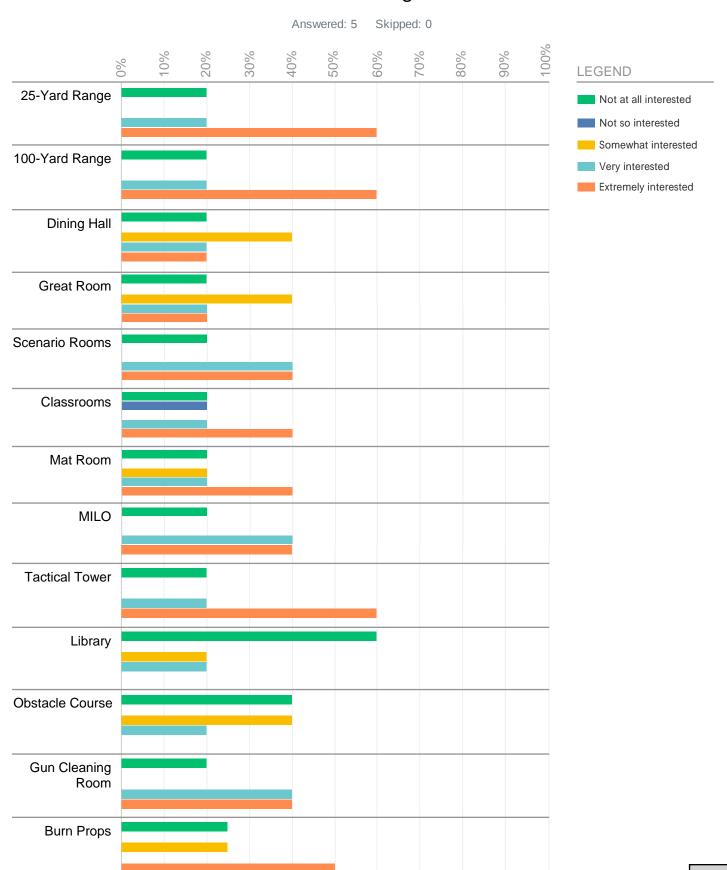
### Q3 How far would you be willing to travel to visit a training facility?





ANSWER C	HOICES	AVERAGE NUMBER	TOTAL NUMBER		RESPONSES	
		2	28	110		4
Total Respo	ndents: 4					
#					DATE	
1	50				8/30/2022 12:13 PM	
2	15				8/24/2022 8:56 AM	
3	20				8/23/2022 3:49 PM	
4	25				8/23/2022 3:40 PM	

### Q4 The following amenities are provided at the RTF. Please rate your interest in the following amenities:



#### SCALE RTF Board

	NOT AT ALL INTERESTED	NOT SO INTERESTED	SOMEWHAT INTERESTED	VERY INTERESTED	EXTREMELY INTERESTED	TOTAL
25-Yard Range	20.00%	0.00%	0.00%	20.00% 1	60.00% 3	5
200-Yard Range	20.00%	0.00%	0.00%	20.00%	60.00%	5
Dining Hall	20.00%	0.00%	40.00% 2	20.00%	20.00%	5
Great Room	20.00%	0.00%	40.00% 2	20.00%	20.00%	5
Scenario Rooms	20.00%	0.00%	0.00%	40.00%	40.00%	5
Classrooms	20.00%	20.00%	0.00%	20.00%	40.00%	5
Mat Room	20.00%	0.00%	20.00%	20.00%	40.00% 2	5
MILO	20.00%	0.00%	0.00%	40.00%	40.00%	5
Tactical Tower	20.00%	0.00%	0.00%	20.00%	60.00%	5
Library	60.00%	0.00%	20.00%	20.00%	0.00%	5
Obstacle Course	40.00%	0.00%	40.00%	20.00%	0.00%	5
Gun Cleaning Room	20.00%	0.00%	0.00%	40.00%	40.00%	5
Burn Props	25.00% 1	0.00%	25.00% 1	0.00%	50.00% 2	4

## Q5 What are some examples of amenities at other training venues that are ideal for your organization, and are now a must have in your opinion?

Answered: 2 Skipped: 3

#	RESPONSES	DATE
1	updated Milo type technology. driving course for in-service training (slow speed skills - backing, parking - other areas that have high crash rates for employees)	8/24/2022 8:56 AM
2	snowplow training, salt use training, ropes course, water rescue course, active shooter	8/23/2022 3:49 PM

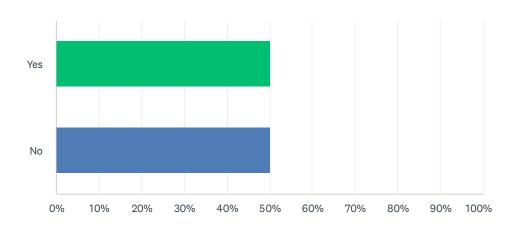
## Q6 In your opinion, how has training changed in the last 5-years, and where do you see it changing in the next 5-years?

Answered: 2 Skipped: 3

#	RESPONSES	DATE
1	need for more shoot-don't shoot, de escalation, scenerio based	8/24/2022 8:56 AM
2	n/a	8/23/2022 3:49 PM

# Q7 Does your agency plan to provide its own space to accommodate current and future training needs?

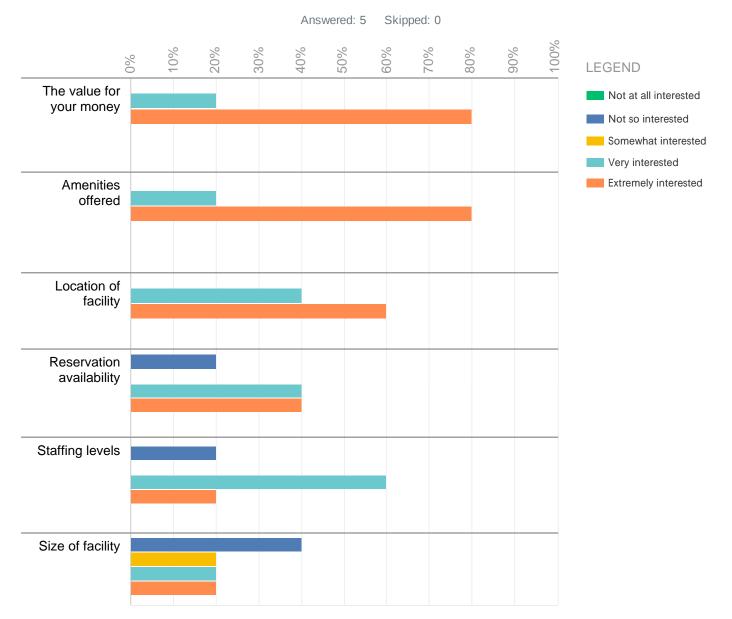




ANSWER CHOICES	RESPONSES	
Yes	50.00%	2
No	50.00%	2
TOTAL		4

#	IF YOU ANSWERED "YES", WHAT FACTORS ARE GUIDING YOUR DECISION AND WHAT TRAINING WILL YOU PROVIDE?	DATE
1	Distance and convenience. This facility has not lived up to what was promised. We do not get the value out of it that we pay for.	8/24/2022 1:44 PM
2	time to the training site.	8/23/2022 3:49 PM
3	If a new facility is build, incorporating training amenities would be added. It allows for easier access for training and having it close may also allow on-duty officers to participate.	8/23/2022 3:40 PM

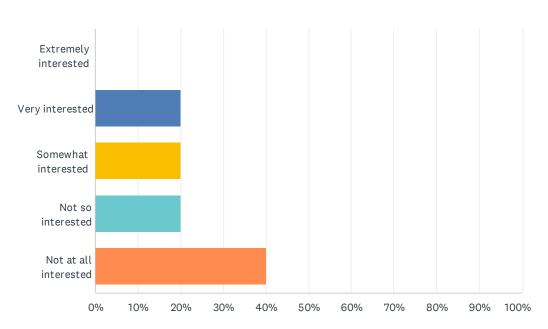
### Q8 When considering a training facility, how would the following factors influence your decision?



	NOT AT ALL ESSENTIAL	NOT SO ESSENTIAL	SOMEWHAT ESSENTIAL	VERY ESSENTIAL	EXTREMELY ESSENTIAL	TOTAL	WEIGHTED AVERAGE
The value for your	0.00%	0.00%	0.00%	20.00%	80.00%	5	4.80
money					4		4.00
Amenities offered	0.00%	0.00%	0.00%	20.00%	80.00%		
	0	0	0	1	4	5	4.80
Location of the	0.00%	0.00%	0.00%	40.00%	60.00%		
facility	0	0	0	2	3	5	4.60
Reservation	0.00%	20.00%	0.00%	40.00%	40.00%		
availability/Process	0	1	0	2	2	5	4.00
Staffing levels	0.00%	20.00%	0.00%	60.00%	20.00%		
	0	1	0	3	1	5	3.80
Size of facility	0.00%	40.00%	20.00%	20.00%	20.00%		
	0	2	1	1	1	5	3.20

# Q9 How interested are you in receiving more information about our training facility?

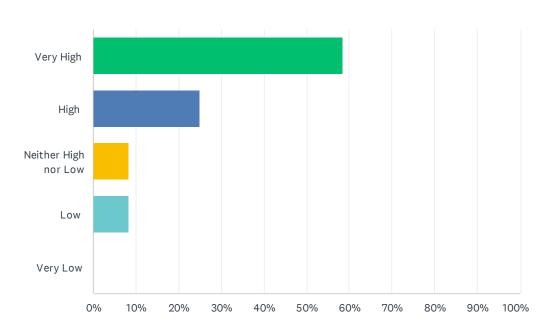




ANSWER CHOICES	RESPONSES	
Extremely interested	0.00%	0
Very interested	20.00%	1
Somewhat interested	20.00%	1
Not so interested	20.00%	1
Not at all interested	40.00%	2
TOTAL		5

#### Q1 How would you rate your need for a dedicated training facility?

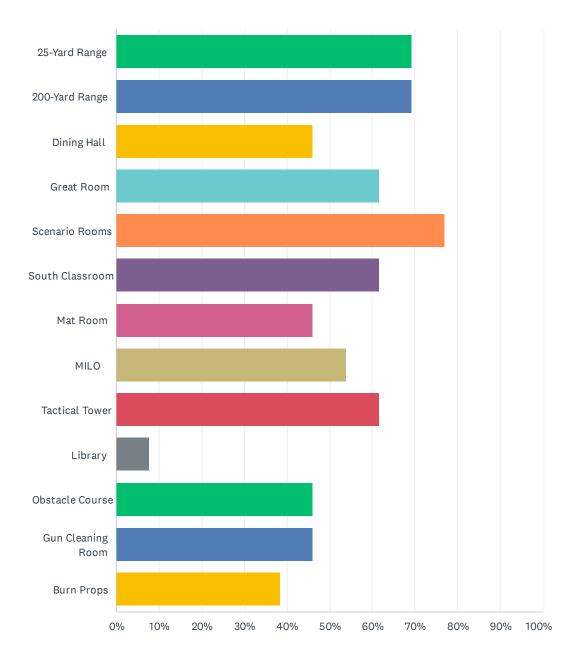




ANSWER CHOICES	RESPONSES	
Very High	58.33%	7
High	25.00%	3
Neither High nor Low	8.33%	1
Low	8.33%	1
Very Low	0.00%	0
TOTAL		12

#### Q2 Which of the following offered amenities have you used at the RTF?





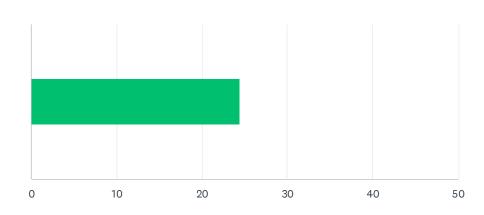
#### SCALE RTF Partner Group

Section 13, Item d. **ANSWER CHOICES RESPONSES** 9 69.23% 25-Yard Range 69.23% 9 200-Yard Range 46.15% 6 Dining Hall 61.54% 8 Great Room 76.92% 10 Scenario Rooms 61.54% 8 South Classroom 46.15% 6 Mat Room 7 53.85% MILO 61.54% 8 **Tactical Tower** 7.69% 1 Library 46.15% 6 Obstacle Course 46.15% 6 Gun Cleaning Room 5 38.46% Burn Props

Total Respondents: 13

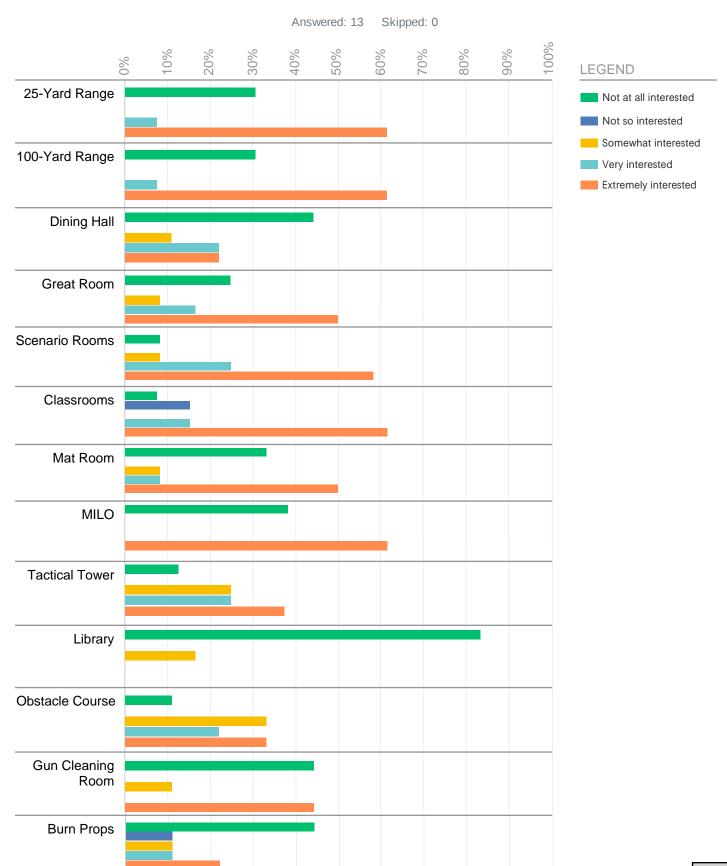
#### Q3 How far would you be willing to travel to visit a training facility?

Answered: 13 Skipped: 0



ANSWER CHOICES		AVERAGE NUMBER		TOTAL NUMBER		RESPONSES	
			24		318		13
Total Res	pondents: 13						
#						DATE	
1	25					9/2/2022 1:10 PM	
2	15					9/2/2022 8:51 AM	
3	25					9/1/2022 3:14 PM	
4	20					9/1/2022 1:01 PM	
5	20					9/1/2022 12:50 PM	
6	5					9/1/2022 12:17 PM	
7	50					8/29/2022 11:51 AM	
8	25					8/29/2022 8:28 AM	
9	20					8/25/2022 8:26 AM	
10	10					8/25/2022 8:01 AM	
11	23					8/24/2022 11:07 PM	
12	50					8/24/2022 2:44 PM	
13	30					8/24/2022 9:26 AM	

### Q4 The following amenities are provided at the RTF. Please rate your interest in the following amenities:



	NOT AT ALL INTERESTED	NOT SO INTERESTED	SOMEWHAT INTERESTED	VERY INTERESTED	EXTREMELY INTERESTED	TOTAL
25-Yard	30.77%	0.00%	0.00%	7.69%	61.54%	
Range	4	0	0	1	8	13
200-Yard	30.77%	0.00%	0.00%	7.69%	61.54%	
Range	4	0	0	1	8	13
Dining Hall	44.44%	0.00%	11.11%	22.22%	22.22%	
	4	0	1	2	2	9
Great Room	25.00%	0.00%	8.33%	16.67%	50.00%	
	3	0	1	2	6	12
Scenario	8.33%	0.00%	8.33%	25.00%	58.33%	
Rooms	1	0	1	3	7	12
Classrooms	7.69%	15.38%	0.00%	15.38%	61.54%	
	1	2	0	2	8	13
Mat Room	33.33%	0.00%	8.33%	8.33%	50.00%	
	4	0	1	1	6	12
MILO	38.46%	0.00%	0.00%	0.00%	61.54%	
	5	0	0	0	8	13
Tactical	12.50%	0.00%	25.00%	25.00%	37.50%	
Tower	1	0	2	2	3	8
Library	83.33%	0.00%	16.67%	0.00%	0.00%	
	5	0	1	0	0	6
Obstacle	11.11%	0.00%	33.33%	22.22%	33.33%	
Course	1	0	3	2	3	9
Gun Cleaning	44.44%	0.00%	11.11%	0.00%	44.44%	
Room	4	0	1	0	4	9
Burn Props	44.44%	11.11%	11.11%	11.11%	22.22%	
	4	1	1	1	2	9

## Q5 What are some examples of amenities at other training venues that are ideal for your organization, and are now a must have in your opinion?

Answered: 13 Skipped: 0

#	RESPONSES	DATE
1	Re-configurable shoot house or simunition room. indoor area to drive in for traffic stop scenario's, DWI practice/training. Range with moving targets that are easier to set up.	9/2/2022 1:10 PM
2	The SCALE facility is not adequate for future real law enforcement training. An old building without any modern training area, equipment, etc	9/2/2022 8:51 AM
3	Milo, Classrooms, lunch room.	9/1/2022 3:14 PM
4	Showers/Lockers for those who want to do personal hygiene after training.	9/1/2022 1:01 PM
5	Both ranges, matt room, classrooms	9/1/2022 12:50 PM
6	Must have both firearm ranges. We're lucky to have both.	9/1/2022 12:17 PM
7	Driving Course for Pursuit Refresher Improved MILO Systems	8/29/2022 11:51 AM
8	There are a number of other ranges in the metro area. The cost to belong to SCALE is high and I could save a lot of money for our city by shooting elsewhere.	8/29/2022 8:28 AM
9	Class A burn building/Area. The "containers" in place now for class A are non-functional.	8/25/2022 8:26 AM
10	Up-to-date classroom facilities that support todays and future technology needs. A facility that is clean and has a design that is welcoming creates an environment our staff wants to occupy. A facility that is accessible within a reasonable traveling distance. Due to the facility's current location, staff time is squandered in travel time, reducing time to train. The distance also adds cost to the use of apparatus. Gas and maintenance costs continue to increase, placing department leadership in a difficult position with shrinking budgets.	8/25/2022 8:01 AM
11	1. Ability to burn class A in the training tower. 2. Improved in size and scope and eliminate holes in existing class A. 3. Expanded obstacle courses with elevation change and a longer run. 4. Clip-ins for rappelling	8/24/2022 11:07 PM
12	Updated MILO	8/24/2022 2:44 PM
13	Roof, alarm, sprinkler and forcible entry door props.	8/24/2022 9:26 AM

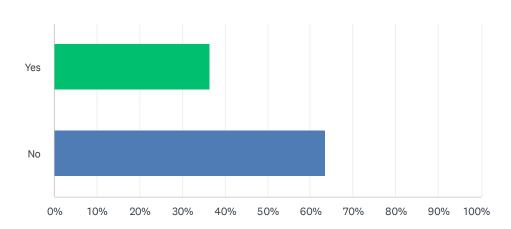
## Q6 In your opinion, how has training changed in the last 5-years, and where do you see it changing in the next 5-years?

Answered: 12 Skipped: 1

#	RESPONSES	DATE
1	more immersive training. Virtual training. Live actor scenario training.	9/2/2022 1:10 PM
2	Has not changed and don't see it changing	9/2/2022 8:51 AM
3	We need far more classroom training courses than we ever have before. We need indoor space to practice high risk stops, mobile field force movement, Pepper ball, Taser. This building is old, uninviting, inconvenient (location) and inefficient (1920s windows). With that said, it is many times better than the little we had in the 1990s.	9/1/2022 3:14 PM
4	Seems like more online and classroom group mandated training.	9/1/2022 1:01 PM
5	More mandates and that is not going to stop or slow. Higher expectation for the quality of training and the hours of training.	9/1/2022 12:50 PM
6	Defensive tactics has changed- moving toward a jiu-jitsu based system. An updated MILO system would be nice too as we face ammunition shortages. We did a training that was all MILO since rounds were hard to come by.	9/1/2022 12:17 PM
7	Classroom and Scenario type courses have increased dramatically due to new POST mandated trainings. SWAT and Mobile Field Force trainings have also evolved into a department wide model. Training is required monthly for SWAT. Yearly for Mobile Field Force. Large Scale trainings will be needed (possibly required) moving forward.	8/29/2022 11:51 AM
8	MILO can go. Virtual reality training will be key to explore moving forward. There are better facilities in the metro so I don't think hosting trainings at SCALE is going to happen enough to cover or dive down costs.	8/29/2022 8:28 AM
9	We rely heavily on SCALE for live fire training - propane AND class A. I do not see that changing in the immediate future, unless the conditions at SCALE continue to deteriorate as they have been.	8/25/2022 8:26 AM
10	Over the last five years, training delivery has transitioned to more virtual training. The change is driven in response to the pandemic, time constraints of staff, and the increased training requirements to meet industry standards and state and federal mandates. In the next five years, I see public safety's responsibility increasing and the training requirements increasing. The heavy reliance on virtual training will reveal shortfalls because of the lack of practical hands-on training driving the need for additional training opportunities.	8/25/2022 8:01 AM
11	Due to decreased frequency of actual fires, the need for more true "live fire" training continues to increase. Perishable skills deteriorate otherwise.	8/24/2022 11:07 PM
12	More intense training for police in U of F and Firearms and mental health and seeing those continuing in the next 5 years	8/24/2022 2:44 PM

# Q7 Does your agency plan to provide its own space to accommodate current and future training needs?

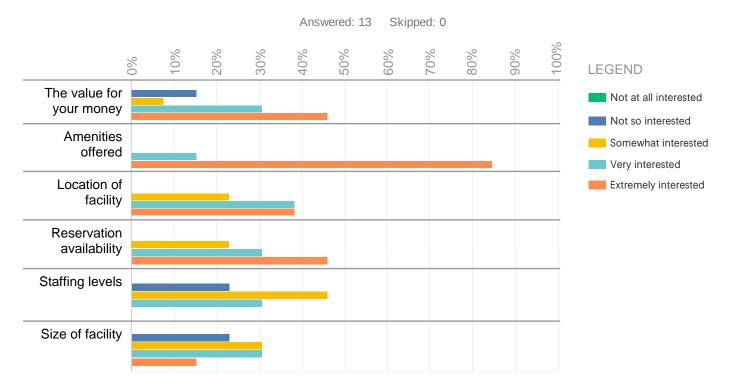




ANSWER CHOICES	RESPONSES	
Yes	36.36%	4
No	63.64%	7
TOTAL		11

#	IF YOU ANSWERED "YES", WHAT FACTORS ARE GUIDING YOUR DECISION AND WHAT TRAINING WILL YOU PROVIDE?	DATE
1	If not SCALE, we will have to adapt to other training venues.	9/1/2022 1:01 PM
2	Improved IT services for classroom style trainings. In House trainings for Use of Force and ground tactics (Mat Room).	8/29/2022 11:51 AM
3	We have a good training room and use it when we can.	8/29/2022 8:28 AM
4	We provide training space at our fire stations for classroom instruction and core fire department cognitive and limited practical training.	8/25/2022 8:01 AM
5	Cost	8/24/2022 9:26 AM

#### Q8 When considering a training facility, how would the following factors influence your decision?



	NOT AT ALL ESSENTIAL	NOT SO ESSENTIAL	SOMEWHAT ESSENTIAL	VERY ESSENTIAL	EXTREMELY ESSENTIAL	TOTAL	WEIGHTED AVERAGE
The value for your money	0.00%	15.38% 2	7.69% 1	30.77% 4	46.15% 6	13	4.08
Amenities offered	0.00%	0.00%	0.00%	15.38% 2	84.62% 11	13	4.85
Location of the facility	0.00%	0.00%	23.08%	38.46% 5	38.46% 5	13	4.15
Reservation availability/Process	0.00%	0.00%	23.08%	30.77% 4	46.15% 6	13	4.23
Staffing levels	0.00%	23.08%	46.15% 6	30.77% 4	0.00%	13	3.08
Size of facility	0.00%	23.08%	30.77% 4	30.77% 4	15.38% 2	13	3.38
# OTHER (PLEASE SPECIFY)						DATE	

9/1/2022 3:14 PM

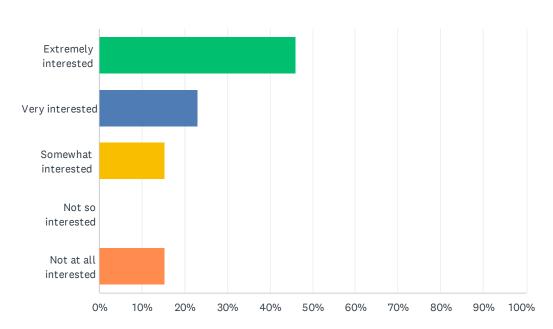
The training atmosphere is important to the learning environment. We need a range with good ventilation and classrooms that are consistent with college and high school classrooms, as well as heated gymnasium space. We should be planning to move the SCALE facility to Shakopee, Prior Lake, Savage to attract more metro officers. The SCALE facility as it is today is insufficient for the population it is serving. We need more space like a gymnasium, additional classroom space, modern bathrooms and purpose built room clearing spaces. The facilities in Edina, Maple Grove, St. Paul, Dakota County, Madison WI, are the types of facilities that law enforcement is expecting in the metro area. If you don't provide it, officers from outside Scott County will not submit training requests to go to the training you advertise. Officers have other options. At the very least, we need a new building at the current location.

8/29/2022 11:51 AM

1

### Q9 How interested are you in receiving more information about our training facility?

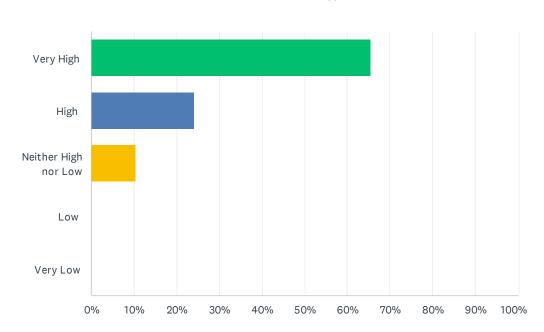




ANSWER CHOICES	RESPONSES	
Extremely interested	46.15%	6
Very interested	23.08%	3
Somewhat interested	15.38%	2
Not so interested	0.00%	0
Not at all interested	15.38%	2
TOTAL		13

## Q1 How would you rate your need for a dedicated training facility?

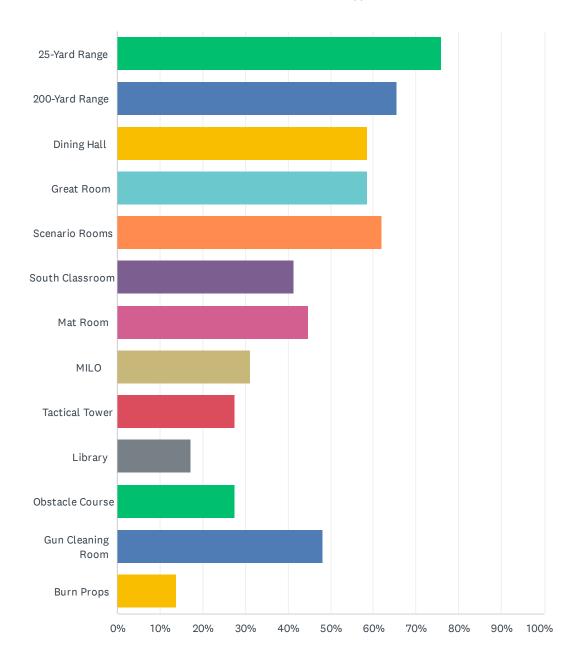




ANSWER CHOICES	RESPONSES	
Very High	65.52%	19
High	24.14%	7
Neither High nor Low	10.34%	3
Low	0.00%	0
Very Low	0.00%	0
TOTAL		29

#### Q2 Which of the following offered amenities have you used at the RTF?

Answered: 29 Skipped: 0

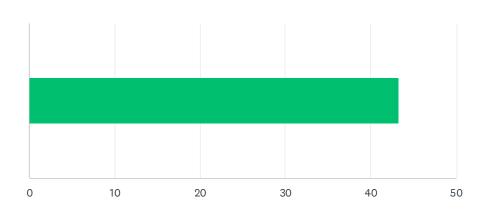


#### **SCALE RTF Customers**

		Section 13, Item d.
ANSWER CHOICES	RESPONSES	
25-Yard Range	75.86%	22
200-Yard Range	65.52%	19
Dining Hall	58.62%	17
Great Room	58.62%	17
Scenario Rooms	62.07%	18
South Classroom	41.38%	12
Mat Room	44.83%	13
MILO	31.03%	9
Tactical Tower	27.59%	8
Library	17.24%	5
Obstacle Course	27.59%	8
Gun Cleaning Room	48.28%	14
Burn Props	13.79%	4
Total Respondents: 29		

## Q3 How far would you be willing to travel to visit a training facility?



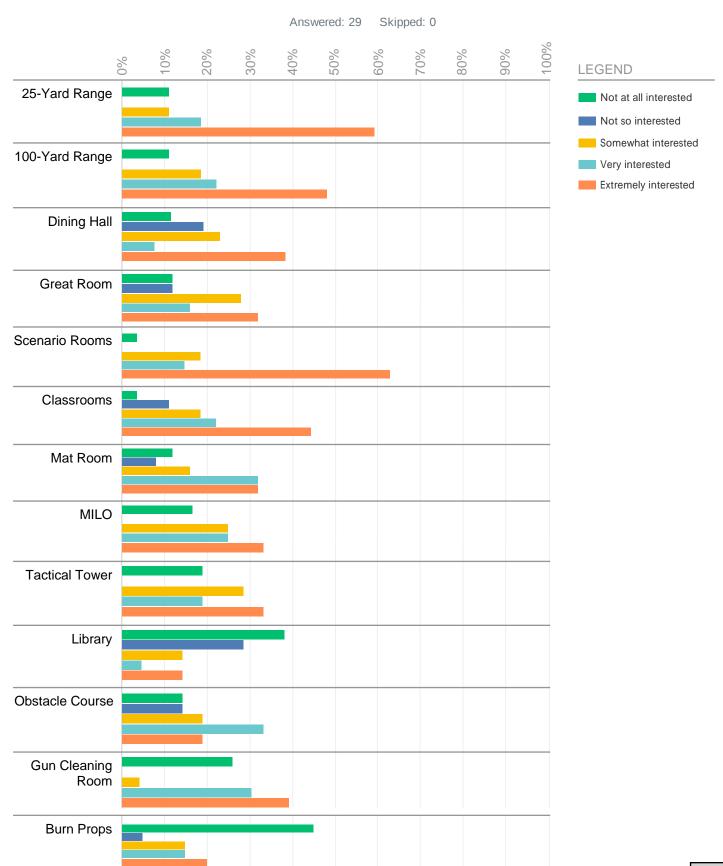


ANSWE	R CHOICES	AVERAGE NUMBER		TOTAL NUMBER		RESPONSES	
			43		1,254		29
Total Re	spondents: 29						
#						DATE	
1	30					9/2/2022 12:36 PM	
2	30					9/1/2022 2:26 PM	
3	15					9/1/2022 12:58 PM	
4	50					9/1/2022 11:36 AM	
5	15					9/1/2022 11:06 AM	
6	15					9/1/2022 10:34 AM	
7	50					9/1/2022 10:22 AM	
8	25					9/1/2022 10:12 AM	
9	100					8/30/2022 7:55 PM	
10	40					8/30/2022 10:16 AM	
11	50					8/29/2022 7:57 AM	
12	48					8/25/2022 9:58 AM	
13	51					8/24/2022 6:30 PM	
14	24					8/24/2022 5:53 PM	
15	25					8/24/2022 1:42 PM	
16	97					8/24/2022 11:03 AM	
17	49					8/24/2022 10:53 AM	
18	25					8/24/2022 10:44 AM	
19	60					8/24/2022 7:39 AM	
20	50					8/24/2022 7:27 AM	

#### **SCALE RTF Customers**

21	51	8/23/2 Section 13, Item d.
22	40	8/23/2022 5:42 PM
23	50	8/23/2022 5:05 PM
24	32	8/23/2022 4:44 PM
25	30	8/23/2022 4:29 PM
26	52	8/23/2022 3:58 PM
27	15	8/23/2022 3:57 PM
28	75	8/23/2022 3:25 PM
29	60	8/23/2022 3:22 PM

# Q4 The following amenities are provided at the RTF. Please rate your interest in the following amenities:



	NOT AT ALL INTERESTED		SOMEWHAT INTERESTED		EXTREMELY INTERESTED	TOTAL
25-Yard Range	11.11% 3	0.00%	11.11% 3	18.52% 5	59.26% 16	27
200-Yard Range	11.11%	0.00%	18.52% 5	22.22% 6	48.15% 13	27
Dining Hall	11.54% 3	19.23% 5	23.08% 6	7.69% 2	38.46% 10	26
Great Room	12.00% 3	12.00%	28.00% 7	16.00% 4	32.00% 8	25
Scenario Rooms	3.70% 1	0.00%	18.52% 5	14.81% 4	62.96% 17	27
Classrooms	3.70%	11.11%	18.52% 5	22.22% 6	44.44% 12	27
Mat Room	12.00%	8.00%	16.00% 4	32.00% 8	32.00% 8	25
MILO	16.67% 4	0.00%	25.00% 6	25.00% 6	33.33%	24
Tactical Tower	19.05% 4	0.00%	28.57% 6	19.05%	33.33%	21
Library	38.10% 8	28.57% 6	14.29% 3	4.76% 1	14.29% 3	21
Obstacle Course	14.29%	14.29%	19.05% 4	33.33% 7	19.05% 4	21
Gun Cleaning Room	26.09% 6	0.00%	4.35% 1	30.43%	39.13%	23
Burn Props	45.00% 9	5.00%	15.00% 3	15.00%	20.00%	20

# Q5 What are some examples of amenities at other training venues that are ideal for your organization, and are now a must have in your opinion?

Answered: 21 Skipped: 8

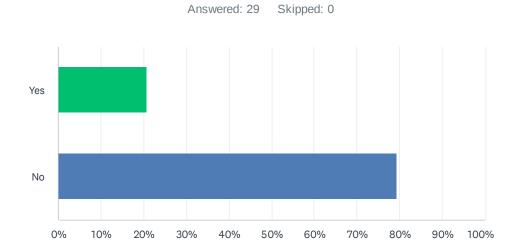
#	RESPONSES	DATE
1	N/A, we've been using the RTF exclusively for 15 years.	9/2/2022 12:36 PM
2	2 story class a burn rooms with fdc. Driving course for evoc training.	9/1/2022 11:06 AM
3	The dorm rooms allows outside agencies to stay at the facility and not have to find hotels. Also cuts down on costs for agencies. Its a convenience that is over looked.	9/1/2022 10:34 AM
4	For the 25 Yard Range Having the ability to make the entire range dark for low light shooting training. The current covers do not allow low light situations.	9/1/2022 10:22 AM
5	Open range. Ability to run drills on the range.	8/30/2022 7:55 PM
6	Ability to do low light/no light shooting/scenarios.	8/30/2022 10:16 AM
7	Scales offers the right amount of options	8/29/2022 7:57 AM
8	K9 Search Midwest is an all-volunteer search and rescue unit. We assist law enforcement in searches for missing persons, alive and dead. Our dogs are nationally certified in live-find and cadaver search and building search. SCALE is ideal for search training and we very much appreciate using it several times a year.	8/25/2022 9:58 AM
9	Some form of online scheduling. Better ventilation on ranges.	8/24/2022 6:30 PM
10	Live fire shoot house, ability to shoot from elevation or other angles	8/24/2022 5:53 PM
11	Area for outdoor and indoor scenarios	8/24/2022 1:42 PM
12	The dining hall and kitchen and bunk accommodations are a must for group training. Builds team	8/24/2022 11:03 AM
13	Flexibility is key in our room set-ups	8/24/2022 10:53 AM
14	Nothing comes to mind. SCALE is great. It's not fancy or pretty, but it has everything you need, especially a ton of scenario training space. I would probably take SCALE as-is over the new Hero Center facility in Cottage Grove.	8/24/2022 10:44 AM
15	Mat rooms, Class room, dining hall. Aces to tower slab and Connex box for less then lethal rifles and gas exposer.	8/24/2022 7:39 AM
16	Quality A/V equipment. Virtual reality	8/24/2022 7:27 AM
17	Solid working A/V equipment Spacious classrooms	8/23/2022 7:51 PM
18	nothing	8/23/2022 4:44 PM
19	Specific driving area for traffic stops/vehicle blocks and more outdoor buildings to do scenarios	8/23/2022 4:29 PM
20	Shoot house	8/23/2022 3:58 PM
21	Media setup - projector, internet, wifi, MicroSoft Office, speakers	8/23/2022 3:25 PM

# Q6 In your opinion, how has training changed in the last 5-years, and where do you see it changing in the next 5-years?

Answered: 19 Skipped: 10

#	RESPONSES	DATE
1	Scenario based training has taken over completely. Milo systems will be replaced by virtual reality technology that is far superior.	9/2/2022 12:36 PM
2	Virtual is becoming more and more prevalent - I'm concerned that is not good.	9/1/2022 11:36 AM
3	More hours and more subjects that we cover. More tech rescue or water rescue training.	9/1/2022 11:06 AM
4	It has become more hands on and interactive. The training will only continue to be interactive and the more space available to do scenarios is what agencies are looking for.	9/1/2022 10:34 AM
5	Training has become more technical with the knowledge portion. People need to not only understand the "how" but also the "why". It also needs to be applied in a variety of ways. Practical application with hands on training is the utmost importance. Having the ability to simulate as close to real training as possible is crucial. Having a training facility that can keep up with the ever changing technology (optics, flashlights, weapon lights, scenario training gear, etc) is crucial to the appeal of agencies and civilians for a positive training experience. Too often trainers and agencies get stuck with 1 way of training and do not adapt over time.	9/1/2022 10:22 AM
6	More practical training for everyday.	8/30/2022 7:55 PM
7	It has become more necessary from a liability limiting standpoint. I only see this need increasing.	8/30/2022 10:16 AM
8	SWAT teams execute warrants differently due to changed legislation. Be good to build training sites around this	8/29/2022 7:57 AM
9	Our training has stayed the same for the most part. Dog training is a weekly event for our unit.	8/25/2022 9:58 AM
10	Our agency has trained less due to covid. Now training shorter days due to an internal decision.	8/24/2022 6:30 PM
11	Scenario based training and shoot/no shoot training is imperative. The ability to train in and around vehicles is a must have	8/24/2022 11:03 AM
12	Use of force will continue to shift and we need to stay on top of these developments.	8/24/2022 10:53 AM
13	More emphasis on less then lethal in Law enforcement. More DT training.	8/24/2022 7:39 AM
14	Training always changes and the facility just needs to be flexible. Scenario based training will continue to be needed.	8/24/2022 7:27 AM
15	I believe that the need for a flexible 25 yard range is crucially necessary due to the consistent response from students- "the world is getting more unsafe and I need to be able to shoot/train in a dynamic/realistic environment, not just a static shooting lane.	8/23/2022 7:51 PM
16	More scenario based training which increases the need for a variety of realistic areas to provide this training	8/23/2022 5:42 PM
17	More mental heath awareness	8/23/2022 4:44 PM
18	We are already seeing more POST mandates with more classroom type	8/23/2022 4:29 PM
19	Our courses focus on the needs of civilians who are new to concealed carry. We make use of the MILO for scenario-based training, and we plan to expand our use of the 25-yard range for the same.	8/23/2022 3:25 PM

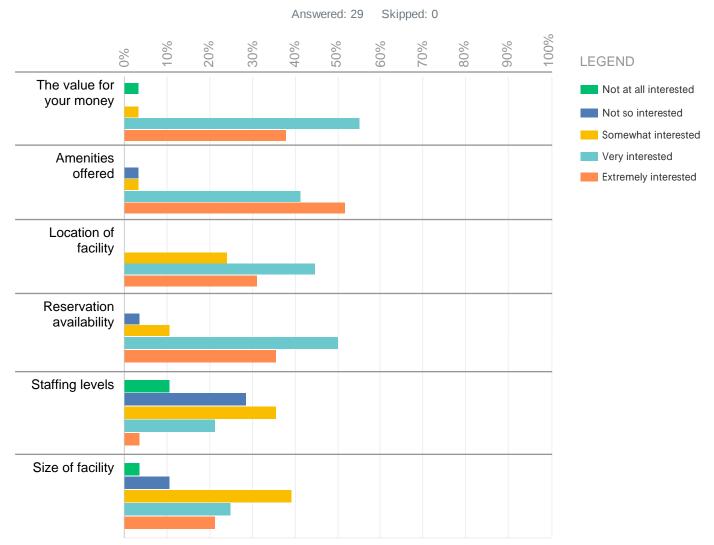
# Q7 Does your agency plan to provide its own space to accommodate current and future training needs?



ANSWER CHOICES	RESPONSES	
Yes	20.69%	6
No	79.31%	23
TOTAL		29

#	IF YOU ANSWERED "YES", WHAT FACTORS ARE GUIDING YOUR DECISION AND WHAT TRAINING WILL YOU PROVIDE?	DATE
1	On duty training for our staff.	9/1/2022 11:06 AM
2	Don't have to drive and can train all year	9/1/2022 10:12 AM
3	good training locations with lots of options	8/29/2022 7:57 AM
4	We have training center in our County. It doesn't overnight dorms.	8/24/2022 7:39 AM

# Q8 When considering a training facility, how would the following factors influence your decision?

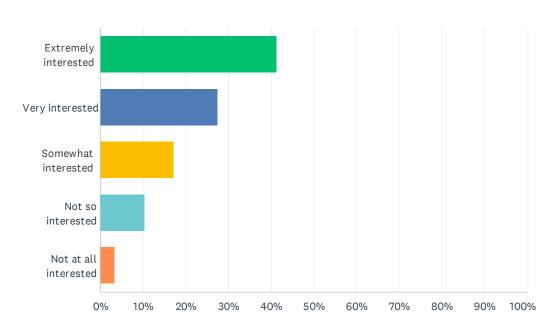


	NOT AT ALL ESSENTIAL	NOT SO ESSENTIAL	SOMEWHAT ESSENTIAL	VERY ESSENTIAL	EXTREMELY ESSENTIAL	TOTAL	WEIGHTED AVERAGE
The value for your money	3.45% 1	0.00%	3.45% 1	55.17% 16	37.93% 11	29	4.24
Amenities offered	0.00%	3.45%	3.45% 1	41.38% 12	51.72% 15	29	4.41
Location of the facility	0.00%	0.00%	24.14% 7	44.83% 13	31.03% 9	29	4.07
Reservation availability/Process	0.00%	3.57%	10.71%	50.00% 14	35.71% 10	28	4.18
Staffing levels	10.71%	28.57% 8	35.71% 10	21.43% 6	3.57%	28	2.79
Size of facility	3.57% 1	10.71%	39.29% 11	25.00% 7	21.43% 6	28	3.50

#	OTHER (PLEASE SPECIFY)	DATE
1	We have often asked for access to SCALE at the last minute when bad weather threatens to cancel our outdoor training.	8/25/2022 9:58 AM 227

# Q9 How interested are you in receiving more information about our training facility?





ANSWER CHOICES	RESPONSES	
Extremely interested	41.38%	12
Very interested	27.59%	8
Somewhat interested	17.24%	5
Not so interested	10.34%	3
Not at all interested	3.45%	1
TOTAL		29

# v. 2023-2027 Approved Budget - Capital Improvement Program

#### Scott County, Minnesota

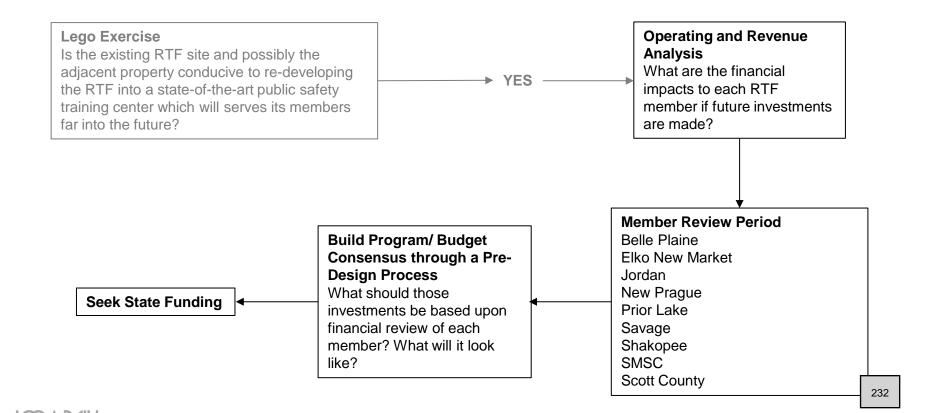
# Capital Improvement Program 2023 - 2027

#### **Building Projects and Funding Sources**

Category	Project ID	Project Name	ARPA	Dedicated Funds	Department	Levy	Grand Total
Building 2023			\$ 1,085,000	\$ -	\$ 1,259,300	\$ 1,355,364	\$ 3,699,664
Enhancement	VFLEC11010	Dispatch Expansion	\$ 1,085,000	<b>5</b> -	\$ 1,259,300	\$ 1,355,364 90,000	\$ 3,699,664 90,000
Enhancement	VFJAIL120003	Jail Safety Railings - 2022/2023		_	_	229,300	229,300
New Capability		JAF Indoor Recreational Space	-	-	-	79,064	79,064
New Capability	7 BIP2021-50	Supportive Housing Investment	-	-	1,152,300	-	1,152,300
Preservation	PWGEN10523A	Belle Plaine Salt Shed Roof Replacement	-	-	-	52,000	52,000
Preservation	VFLEC11009	LEC Plumbing	-	-	-	810,000	810,000
Preservation	VFHWY17008	PW Sanitary Sewer Pump(s) Replacement	-	-	-	21,000	21,000
Preservation	SHTOWER2201 / SHTOWER2202	Radio Tower Replacements	1,085,000	-	-	-	1,085,000
Preservation	RTF0301	RTF - Range Mancom Replacement	-	-	49,000	-	49,000
Preservation	RTF0201	RTF Carpet - 2023	-	-	58,000	-	58,000
Preservation	FLGEN03	Shop Vehicle Hoists	_	-	-	74,000	74,000
2024			6	¢	¢ 05.000	¢ 145,000	\$ 230.000
Enhancement	BIP2024-15	Library Space Planning	\$ -	\$ -	\$ 85,000	\$ 145,000 50,000	\$ 230,000 50,000
Preservation	BIP2024-10	Fire Alarm Upgrade	-	-	-	95,000	95,000
Preservation	BIP2024-30	RTF - Boiler Room Roof Replacement	_	-	50,000	-	50,000
Preservation	BIP2024-25	RTF Carpet - 2024	_	-	35,000	-	35,000
2025			<b>.</b>	φ.	d 25,000	¢ 1460,000	¢ 1.405.000
2025 Enhancement	BIP2024-20	Jail Safety Railings - 2025	\$ -	\$ -	\$ 35,000	\$ 1,460,000 1,200,000	\$ 1,495,000 1,200,000
Preservation	BIP2025-06	HHW Sanitary Sewer Pump(s) Replacement	_	_	_	25,000	25,000
Preservation	BIP2025-02	LEC Mechanical Shaft Air Intake Cap (Dog House)		_	_	150,000	150,000
r reservation	DIF 2023-02	LEC Mechanical Shart Air Intake Cap (Dog nouse)		-	-	130,000	130,000
Preservation	BIP2025-03	LEC Walk-In Cooler/Freezer Condenser Replacement	-	-	-	60,000	60,000
Preservation	BIP2025-05	RTF Carpet - 2025	-	-	35,000	-	35,000
Preservation	VFHWY17009	Water Softener Replacement - Central Shop	_	-	-	25,000	25,000
2026							
2026 Preservation	BIP2026-01	RTF - Smoke & Fire Detection System	\$ -	\$ -	\$ 96,000 30,000	\$ -	\$ 96,000 30,000
Preservation	BIP2026-06	RTF Carpet - 2026	_	_	35,000	_	35,000
Preservation	BIP2026-02	RTF Smoke & Fire Annunciation	_	_	31,000	_	31,000
							·
2027 Preservation	BIP2026-03	LEC Poof Poplacoment	\$ -	\$ -	\$ 53,000	\$ 947,000	\$ 1,000,000
rieservation	D1F 2U 2U-U3	LEC Roof Replacement	_	-	_	947,000	947,000
Preservation	BIP2027-04	RTF - Fire Tower Burn Room Upgrades	-	-	29,000	-	29,000
Preservation	BIP2027-03	RTF - Fire Tower Hydrant System Upgrade	-	-	24,000	-	24,000
Grand	d Total		\$ 1,085,000	\$ -	\$ 1,528,300	\$ 3,907,364	\$ 6,520,664



Roadmap Section 13, Item d.



# Content and Disclaimer



- The intent of this study is not to establish, propose, or suggest future budgets. All budgets indicated in the future are to establish a baseline for projecting fiscal impacts for each member.
- Budgets and sample projects indicated in this study have not been vetted by any committee other than for the purposes of understanding the effects varying degrees of capital investments and/or operating costs will have on each member.

# **Current Budget**



	Account Acct Description	Dec Actual	Current Dec Budget	Fav (Unfav) Variance	Ytd Actual	YTD Budget	Var S	ection	13. Ite	m d.
evenue								00	. 0,	
NERAL REVENUE										
	46010 Fees for Services	99	7,500	(7,600)	20	90,000	(90,000)	90,000	90,00	
CHARG	ES FOR SERVICE Total	00	7,500	(7,500)	ao	90,000	(90,000)	90,000	90,00	0 100.0
	47200 Gifts and Contributions	00	41,671	(41,671)	00	499,986	(499,986)	499,985	499,98	6 100,0
GIFTS AND	CONTRIBUTIONS Total	00	41,671	(41,671)	00	499,986	(499,986)	499,985	499,98	6 100.0
	47400 Investment Earnings	90	163	(163)	90	2 000	(2,000)	2.000	2.00	0 100.0
	MENT EARNINGS Total	00	163	(163)	00	2.000	(2,000)	2.000	2.00	0 100.0
INVEST	MENT EARNINGS TOTAL	00	40.004	(40 994)	00	AQ1 Q8A	(601.088)	501.086	501.06	
	7-3-2	^^			- 00	AG1 GRA			591.90	6 100.0
RSUNNEL EXPENSES - TUTALS	A USBN	w	44,400	******		401,000	Mar face	******	me-14-0-0	
ECT EXPENSES SUMMARY										
	60210 Non-Taxable Clothing	99	19	19	.00	250	260	250	250	100.0 %
	60615 Fleet Parts/Repair	00	43	43	00	450	460	450	450	100.0 %
	Supplies(internal) 60620 Fleet Outside Labor/Repair		61	61	00	710	710	710	710	100.0 %
	60620 Fleet Outside Labor/Repair (external)	99								
	80825 Fleet Fuel	92	100	100	00	1,200	1,200	1,200	1,200	100.0 %
	50530 Fleet Other	90	87	87	00	1,000	1,000	1,000	1,000	100,0 %
	60635 Burn Tower Gas/Propene	90	538	538	22	8,500	6,500	6,500	6,500	100.0 %
DIRECT	EXPENSES Total	00	848	848	00	10,110	10,110	10,110	10,110	100.0 %
ECT EXPENSES SUMMARY - TOTAL	S Total	00	848	848	00	10,110	10,110	10,110	10,110	100.0 %
	61555 Dept. Cell Phone & Mobile Connectivity	22	131	131	00	1,550	1,550	1,550	1,550	100.0
	Connectivity	**	163	163	00	2,000	2,000	2,000	2,000	100.0
	61560 Facility Cleaning Service	22	188	188	99	2,300	2,300	2,300	2,300	100.0
	61564 Facility Garbage			38	00	500	500	500	500	100.0
	61566 Facility Generator Maint.	00	38			800	800	600	600	100.0
	61568 Facility HVAC RepainMaint.	00	50	50	00					100.0
	61569 Facility Video-Security	90	125	125	22	1,500	1,500	1,500	1,500	
	61570 Facility Contract Services	00	1,462	1,462	20	17,500	17,500	17,500	17,500	100.0
	61575 Facility Insurance-Annual	92	250	250	99	3,000	3,000	3,000	3,000	1.00.0
	61590 Facility Other Expense	99	187	187	00	2,200	2,200	2,200	2,200	100.0
FACILITY EXPE	ENSES Total	00	7,961	7,981	00	95,664	95,664	95,664	95,864	100.0
	61910 Other Employee Insurance-	00	80	80	20	894	894	894	894	1,001
	Annual				00	894	894	894	894	100.0
OTHER GENERAL & ADMINISTR		00	80	80				119.657	119,657	100.0
& ADMINISTRATIVE EXP - TOTALS	Total	00	9,998	9,998	00	119,657	119,657	119,007	119,007	1000
XPENSES										
	67010 Principal Retirement	92	16,693	16,693	99	200,260	200,250	200,250	200,250	1.00.1
DEBT SE	RVICE Total	00	16,693	16,693	00	200,250	200,250	200,250	200,250	1.00.0
	70100 Int. Service Allocation-	92	724	724	99	8,633	8,633	8,633	8,633	100.0
SPECIA	Expense LITEM Total	00	724	724	00	8,633	8,633	8,633	8,633	100.8
XPENSES - TOTALS	Total	00	17,417	17,417	00	208,883	208,883	208,883	208,883	100.1
s Total		00	57,526	57,526	00	596,458	598,458	598,456	595,4	
		00		8,192	00	(4,470)	4,470		10000000	234
Over/(Under)		00	(8,192)	0,182	00	(4,410)	7,770		1	

**Assumed Balance Sheet until 2027** 

Section 13, Item d.

Budget Line Item per Year	Until 2027
Approximate Revenues	\$579,241
Approximate Operating Expenses	(\$404,839)
Existing Debt Service	<u>(\$195,875)</u>
Approximate Balance	-\$21,473

#### Section 13, Item d.

#### **Current and Assumed Baseline Member Breakdown**

## **Baseline % Breakdown for this Study (2027+)**

Member	Current %	Current	Baseline Future %
Belle Plaine	1.41%	\$ 7,034	1.59%
Elko New Market	1.08%	\$ 5,389	1.24%
Jordan	1.19%	\$ 5,944	1.35%
New Prague	1.67%	\$ 8,353	1.87%
Prior Lake	8.72%	\$ 43,598	9.48%
Savage	8.54%	\$ 42,713	9.29%
Shakopee	11.69%	\$ 58,469	12.69%
RTF Reserve	<mark>7.95%</mark>	\$ 39,745	0%
SMSC	8.92%	\$ 44,604	9.70%
Scott County	<u>48.83%</u>	\$ 244,137	<u>52.78%</u>
	100.00%	\$ 499,986	100.00%

# **Budget 2027+**



 All future debt service for the purposes of this study assume level debt service payments over a 30-year period at an interest rate of 3.75%

#### Section 13, Item d.

Inflation

# **Assumed Operating Expenses 2027+**

# Sample Budget Update (Assuming NO Increased Usage)

	Budget Line Item	2027	Delta from Today	Change	3% Annual until 2030
	Salaries – Proposed Staffing	\$251,080	\$46,080	Adding PT staff	
	Taxes / Benefits – Proposed Staffing	\$69,271		Increase due to additional PT staff	
	Insurance / Workers Comp	\$10,000			
	Office Costs	\$4,500			
	Subscriptions / Dues	\$1,000			
	Consumables	\$17,000			
	Utilities	\$63,000	\$0	Assumes no meaningful increase to overall usage	
	Scott County Internal Services	\$35,000			
	Repairs / Maintenance	\$36,500			
	New Debt Service	\$71,743		\$2,000,000 min capital investment	
	10% Reserve Contribution	\$68,000	\$68,000	Suggest 10%, was not included in recent budgets	238
LEO A DALY	Total	\$685,243	\$114,080		\$748,783

# **Assumed Baseline Operating Expenses 2027+**

Section 13, Item d.

Inflation

3% Annual until 2030

239

\$741.080

Sample Budget Update (Assuming Increased Usage, w/out

Total

**Factoring Capital Investment)** 

Bu	dget Line Item	2027	Today	Change
Salaries – Pr	roposed Staffing	\$316,080	\$111,080	Add FT coordinator, Adding PT staff
Taxes / Benefits – Pr	roposed Staffing	\$87,114		Increase due to additional FT / PT staff
Insurance /	/ Workers Comp	\$10,000		
	Office Costs	\$4,500		
Subs	scriptions / Dues	\$1,000		
	Consumables	\$17,000		
	Utilities	\$103,000	\$40,000	Increased overall usage
Scott County I	nternal Services	\$35,000		
Repair	rs / Maintenance	\$36,500		
	Debt Service		<mark>???</mark>	Dependent upon agreed upon capital investment
10% Rese	rve Contribution	\$68,000	\$68,000	Suggest 10%, was not in recent budgets

\$678.194

\$219.080

**Delta from** 

#### Section 13, Item d.

# **Assumed Operating Expenses 2027+**

## Required Revenue (Hypothetical Budget Update)

Agency	Current	Assumed Future %	New Cost	Existing Outside Revenue	After Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$11,773		\$10,098
Elko New Market	\$ 5,389	1.23%	\$9,141		\$7,840
Jordan	\$ 5,944	1.35%	\$10,029		\$8,602
New Prague	\$ 8,353	1.87%	\$13,884		\$11,908
Prior Lake	\$ 43,598	9.48%	\$70,277		\$60,274
Savage	\$ 42,713	9.29%	\$68,861		\$59,059
Shakopee	\$ 58,469	12.69%	\$94,071		\$80,681
RTF Reserve	\$ 39,745	<mark>0%</mark>	<mark>\$0</mark>		
SMSC	\$ 44,604	9.70%	\$71,886		\$61,654
Scott County	\$ 244,137	<u>52.78%</u>	<u>\$391,145</u>		<u>\$335,471</u>
	\$ 499,986	100.00%	\$741,067	\$105,482	\$635,587



Sample
Projects
Used to
Determine
Fiscal
Impact



Each sample project that follows indicates varying degrees of capital investment. These sample projects are in no way meant to suggest recommended projects for capital investments, as the scope of this study did not include user group meetings to build consensus for the purposes of developing a recommended building program.



Historically large non-m Section 13, Item d. users of the RTF include Lakeville and Carver County.

- Lakeville is opening a new facility in 2026. This will negatively impact future outside revenues.
- Carver County has left the RTF. It is unknown right now as to what extent they will represent future outside revenue.
- The RTF continues to service communities historically served by South Metro. It is not anticipated that their usage could be relied upon for significant increases in revenue due to travel distance.



There are over a dozen private
 entities that historically utilize
 the RTF; however, each entities
 usage is relatively minor.
 Without further in-depth
 discussions with several of
 these entities, these current
 revenue streams can't be relied
 upon for significant revenue
 increases in the future.



For this study, future in Section 13, Item d. revenue projections are modest and based upon a combination of factors depending upon the sample project, including:

- A new indoor range and / or improved existing outdoor ranges
- Expansion of Class A burn props / buildings
- Expanded and / or renovated reality-based training scenario environments
- Improved classroom, defensive tactics room, and virtual reality.

LEO A DALY

244



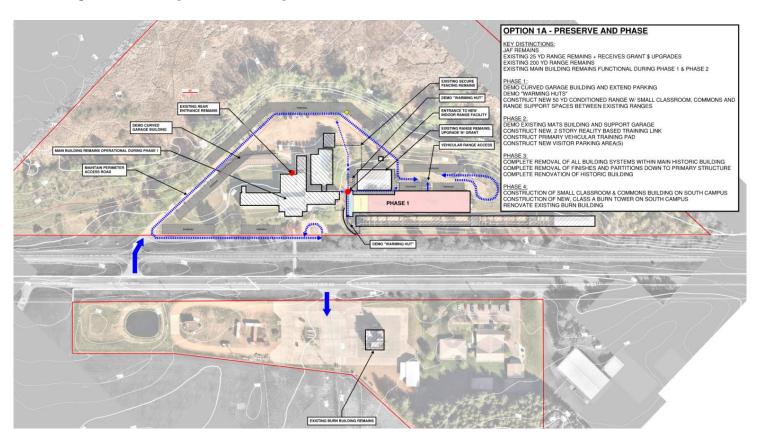
Section 13, Item d.

- For this study, future in section 13, 16 in outside revenue projections are modest and range from:
  - Current levels of approximately \$105,000
  - Varying levels of increase based upon the combination of new/renovated training environments:
    - →\$139,420 per year
    - →\$157,348 per year
    - →\$168,308 per year
    - →\$185,516 per year

# Sample Project 1A (4 phase project)

- Renovate 25 / 200-yard outdoor ranges
- Add 50-yard indoor range
- Renovate the main existing historic building
- Add additional class A fire props, and update Fire Training tower.





### **Sample Project 1A (Phase 1)**

# **Capital Cost Assumptions**

13,248 sf

600 \$/sf

\$7,948,800 Construction Cost

\$50,000 Demo

\$1,146,000 25-Yard / 200-Yard Upgrade

\$200,000 Site work

\$9,298,800 Construction Cost

(\$1,146,000) Grant

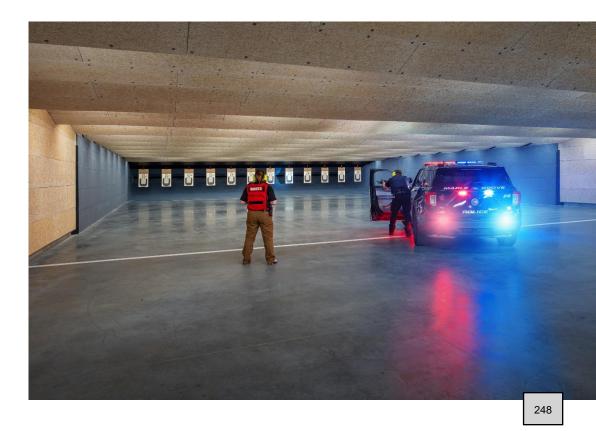
\$8,198,800 Total Construction Cost

15% Soft Costs

\$1,229,820 Soft Costs

\$9,428,620 Total Project Cost

Section 13, Item d.



#### Section 13, Item d.

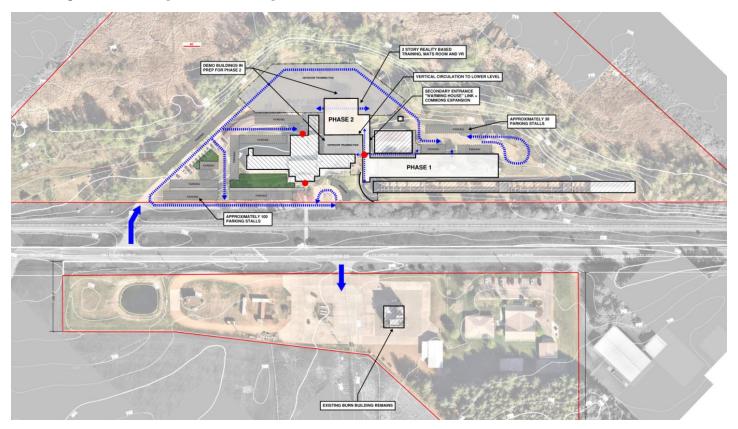
# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1A Budget Update) \$9,428,620 Project

Agency	Current	Assumed Future %	Half State Funding After Outside Revenues	No State Funding After Outside Revenues
Belle Plaine	\$ 7,034	1.59%	\$12,257	\$15,044
Elko New Market	\$ 5,389	1.23%	\$9,476	\$11,653
Jordan	\$ 5,944	1.35%	\$10,401	\$12,781
New Prague	\$ 8,353	1.87%	\$14,409	\$17,669
Prior Lake	\$ 43,598	9.48%	\$73,065	\$89,194
Savage	\$ 42,713	9.29%	\$71,602	\$87,410
Shakopee	\$ 58,469	12.69%	\$97,806	\$119,363
RTF Reserve	\$ 39,745	0%		\$0
SMSC	\$ 44,604	9.70%	\$74,764	\$91,266
Scott County	\$ 244,137	52.78%	\$406,994	\$496,381
	\$ 499,986	100.00%	\$770,773	\$940,759

Phase 1

Phase 1





## Sample Project 1A (Phase 2)

## **Capital Cost Assumptions**

10,000 sf

\$550 \$/sf

\$5,500,000 Construction Cost

\$200,000 Demo

\$1,000,000 Site work

\$6,700,000 Total Construction Cost

15% Soft Costs

\$1,005,000 Soft Costs

\$7,705,000 Total Project Cost

Section 13, Item d.



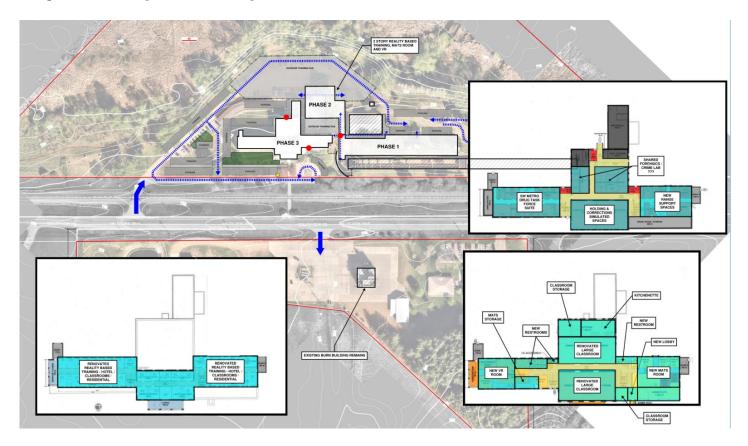


#### Section 13, Item d.

# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1A Budget Update) \$7,705,000 Project

Agency	Current	Assumed Future %	Phase 2 Half State Funding After Outside Revenues	Phase 2 No State Funding After Outside Revenues	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$11,481	\$13,678	
Elko New Market	\$ 5,389	1.23%	\$8,874	\$10,574	
Jordan	\$ 5,944	1.35%	\$9,741	\$11,606	
New Prague	\$ 8,353	1.87%	\$13,495	\$16,079	
Prior Lake	\$ 43,598	9.48%	\$68,434	\$81,535	
Savage	\$ 42,713	9.29%	\$67,064	\$79,902	
Shakopee	\$ 58,469	12.69%	\$91,607	\$109,144	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$70,027	\$83,432	
Scott County	\$ 244,137	52.78%	\$381,209	<u>\$454,175</u>	
	\$ 499,986	100.00%	\$721,931	\$879,275	<mark>\$157,348</mark>





### **Sample Project 1A (Phase 3)**

## **Capital Cost Assumptions**

31,635 sf

\$500 \$/sf

\$15,817,500 Construction Cost

\$1,000,000 Demo

\$1,000,000 Site work

\$17,817,500 Total Construction Cost

20% Soft Costs

\$3,563,500 Soft Costs

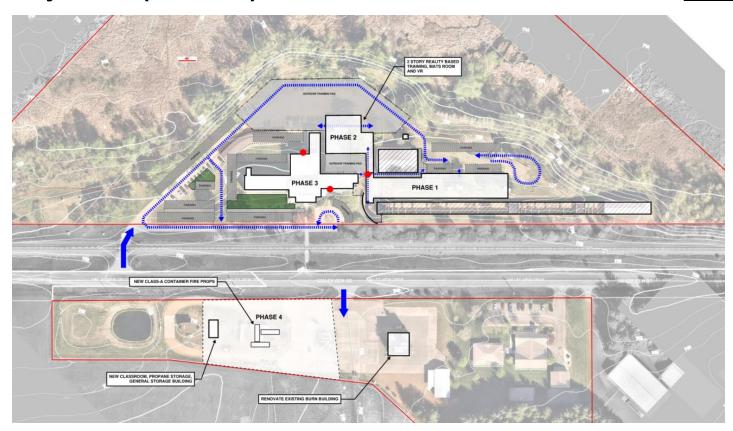
\$21,381,000 Total Project Cost



# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1A Budget Update) \$21,381,000 Project

Agency	Current	Assumed Future %	Phase 3 Half State Funding After Outside Revenues	Phase 3 No State Funding After Outside Revenues	Potentia Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$15,207	\$21,304	
Elko New Market	\$ 5,389	1.23%	\$11,756	\$16,473	
Jordan	\$ 5,944	1.35%	\$12,904	\$18,081	
New Prague	\$ 8,353	1.87%	\$17,876	\$25,047	
Prior Lake	\$ 43,598	9.48%	\$90,648	\$127,002	
Savage	\$ 42,713	9.29%	\$88,883	\$124,458	
Shakopee	\$ 58,469	12.69%	\$121,343	\$170,007	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$92,756	\$129,954	
Scott County	\$ 244,137	52.78%	<u>\$504,936</u>	<u>\$707,415</u>	
	\$ 499,986	100.00%	\$956,259	\$1,355,702	<b>\$168,30</b>





## **Sample Project 1A (Phase 4)**

## **Capital Cost Assumptions**

\$2,000,000 Construction Cost

\$50,000 Demo

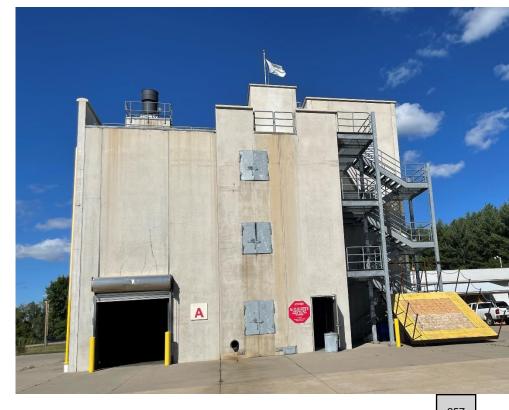
\$250,000 Site work

\$2,300,000 Total Construction Cost

15% Soft Costs

\$345,000 Soft Costs

\$2,645,000 Total Project Cost

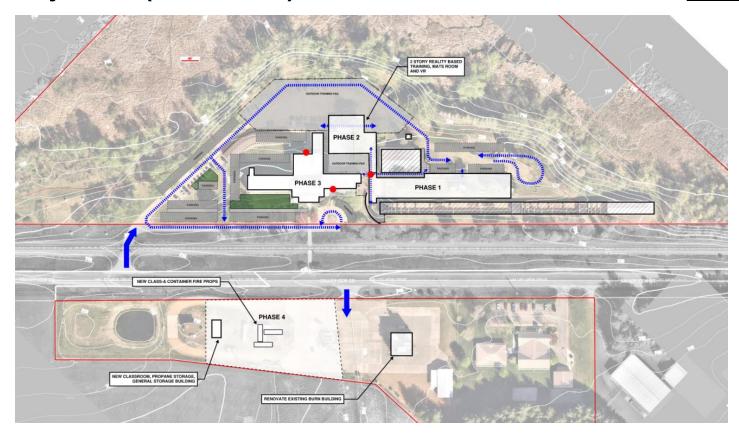




# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1A Budget Update) \$2,645,000 Project

Agency	Current	Assumed Future %	Phase 4 ½ State Funding After Outside Revenues	Phase 4 No State Funding After Outside Revenues	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$9,590	\$10,345	
Elko New Market	\$ 5,389	1.23%	\$7,410	\$7,994	
Jordan	\$ 5,944	1.35%	\$8,134	\$8,775	
New Prague	\$ 8,353	1.87%	\$11,270	\$12,157	
Prior Lake	\$ 43,598	9.48%	\$57,159	\$61,657	
Savage	\$ 42,713	9.29%	\$56,016	\$60,423	
Shakopee	\$ 58,469	12.69%	\$76,514	\$82,535	
RTF Reserve	\$ 39,745	0%			
SMSC	\$ 44,604	9.70%	\$58,491	\$63,093	
Scott County	\$ 244,137	52.78%	\$318,423	<u>\$343,472</u>	
	\$ 499,986	100.00%	\$603,009	\$650,449	\$185,516





### **Sample Project 1A (All Phases)**

## **Capital Cost Assumptions**

Section 13, Item d.

60,597 s

\$41,159,620 Total Project Cost



## Assumed Operating Expenses 2030+ Required Revenue (Option 1A Budget Update) \$41,159,620 Project

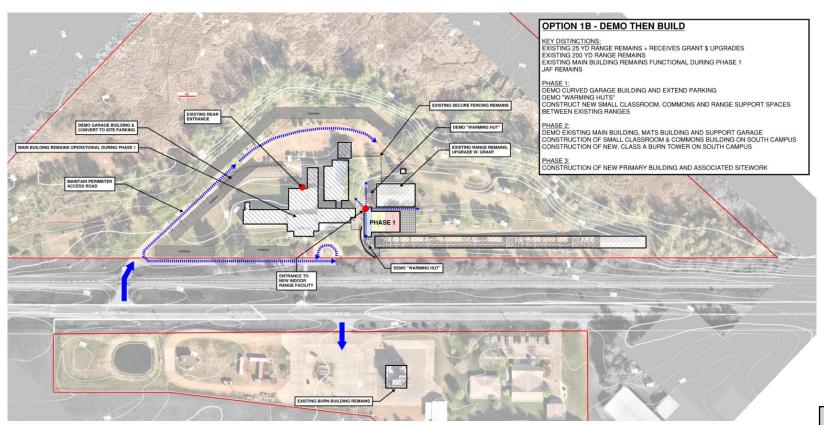
Agency	Current	Assumed Future %	All Phases ½ State Funding After Outside Revenues	All Phases No State Funding After Outside Revenues	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$20,574	\$32,312	
Elko New Market	\$ 5,389	1.23%	\$15,907	\$24,987	
Jordan	\$ 5,944	1.35%	\$17,460	\$27,426	
New Prague	\$ 8,353	1.87%	\$24,187	\$37,992	
Prior Lake	\$ 43,598	9.48%	\$122,646	\$192,629	
Savage	\$ 42,713	9.29%	\$120,190	\$188,771	
Shakopee	\$ 58,469	12.69%	\$164,175	\$257,856	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$125,497	\$197,105	
Scott County	\$ 244,137	52.78%	<u>\$683,158</u>	\$1,072,941	
	\$ 499,986	100.00%	\$1,293,794	\$2,032,019	\$185,516



# Sample Project 1B (3 phase project)

- Small support building for existing outdoor ranges, upgrade existing ranges
- Add additional class A fire props, and update Fire Training tower
- Demo the main existing historic building, construct new training facility on site of old buildings





# Sample Project 1B (Phase 1)

## **Capital Cost Assumptions**

4,250 sf

\$675 \$/sf

\$2,868,750 Construction Cost

\$50,000 Demo

\$1,146,000 25-Yard / 200-Yard Upgrade

\$200,000 Site work

\$4,264,750 Construction Cost

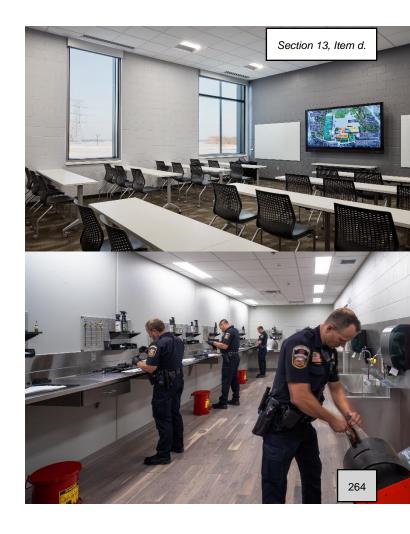
(\$1,146,000) Grant

\$3,118,750 Total Construction Cost

15% Soft Costs

\$467,813 Soft Costs

\$3,586,563 Total Project Cost

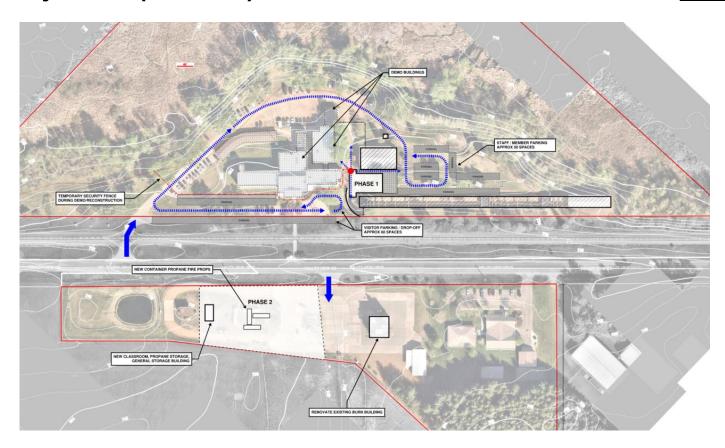




# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1B Budget Update) \$3,586,563 Project

Agency	Current	Assumed Future %	Phase 1 ½ State Funding After Outside Revenues	Phase 1 No State Funding After Outside Revenues	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$10,591	\$11,614	
Elko New Market	\$ 5,389	1.23%	\$8,187	\$8,978	
Jordan	\$ 5,944	1.35%	\$8,986	\$9,855	
New Prague	\$ 8,353	1.87%	\$12,449	\$13,652	
Prior Lake	\$ 43,598	9.48%	\$63,132	\$69,230	
Savage	\$ 42,713	9.29%	\$61,868	\$67,844	
Shakopee	\$ 58,469	12.69%	\$84,509	\$92,672	
RTF Reserve	\$ 39,745	0%			
SMSC	\$ 44,604	9.70%	\$64,601	\$70,840	
Scott County	\$ 244,137	52.78%	<u>\$504,936</u>	<u>\$385,634</u>	
	\$ 499,986	100.00%	\$665,991	\$730,319	\$139,420





### **Sample Project 1B (Phase 2)**

## **Capital Cost Assumptions**

\$2,000,000 Construction Cost

\$50,000 Demo

\$250,000 Site work

\$2,300,000 Total Construction Cost

15% Soft Costs

\$345,000 Soft Costs

\$2,645,000 Total Project Cost

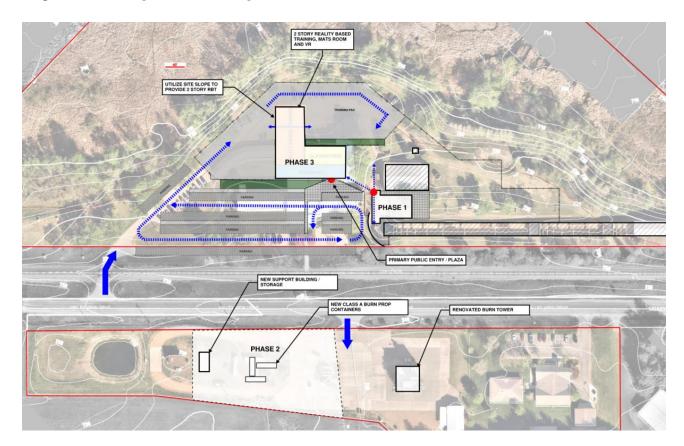




# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1B Budget Update) \$2,645,000 Project

Agency	Current	Assumed Future %	Phase 2 ½ State Funding After Outside Revenues	Phase 2 No State Funding After Outside Revenues	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$9,590	\$10,345	
Elko New Market	\$ 5,389	1.23%	\$7,410	\$7,944	
Jordan	\$ 5,944	1.35%	\$8,134	\$8,775	
New Prague	\$ 8,353	1.87%	\$11,270	\$12,157	
Prior Lake	\$ 43,598	9.48%	\$57,159	\$61,657	
Savage	\$ 42,713	9.29%	\$56,016	\$60,423	
Shakopee	\$ 58,469	12.69%	\$76,514	\$82,535	
RTF Reserve	\$ 39,745	0%			
SMSC	\$ 44,604	9.70%	\$58,491	\$63,093	
Scott County	\$ 244,137	52.78%	\$318,423	<u>\$343,472</u>	
	\$ 499,986	100.00%	\$603,009	\$650,449	<b>\$185,516</b>





# Sample Project 1B (Phase 3) Capital Cost Assumptions

20,000 sf

\$550 \$/sf

\$11,000,000 Construction Cost

\$2,000,000 Demo

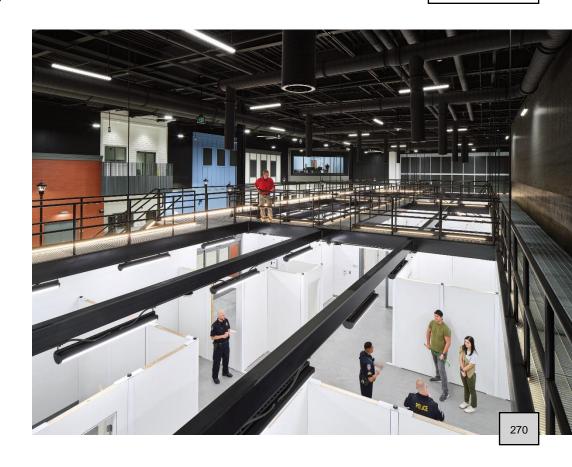
\$1,000,000 Site work

\$14,500,000 Total Construction Cost

20% Soft Costs

\$2,900,000 Soft Costs

\$17,400,000 Total Project Cost



# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 1B Budget Update) \$17,400,000 Project

Agency	Current	Assumed Future %	Phase 3 ½ State Funding After Outside Revenues	Phase 3 No State Funding After Outside Revenues	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$14,071	\$19,033	
Elko New Market	\$ 5,389	1.23%	\$10,878	\$14,716	
Jordan	\$ 5,944	1.35%	\$11,940	\$16,153	
New Prague	\$ 8,353	1.87%	\$16,541	\$22,377	
Prior Lake	\$ 43,598	9.48%	\$83,879	\$113,464	
Savage	\$ 42,713	9.29%	\$82,200	\$111,192	
Shakopee	\$ 58,469	12.69%	\$112,282	\$151,885	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$85,830	\$116,102	
Scott County	\$ 244,137	52.78%	<u>\$467,236</u>	<u>\$632,015</u>	
	\$ 499,986	100.00%	\$884,857	\$1,365,245	<b>\$168,308</b>



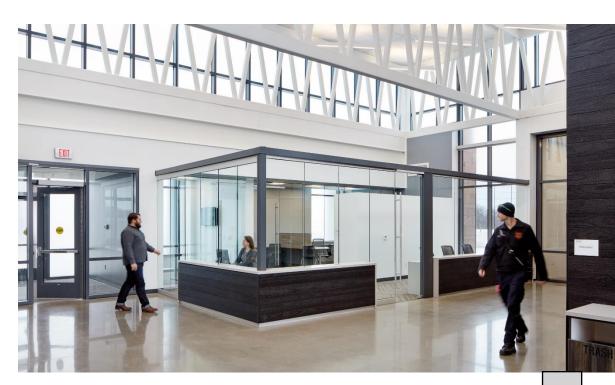
## **Sample Project 1B (All Phases)**

### Section 13, Item d.

## **Capital Cost Assumptions**

29,964 sf

\$23,631,563 Total Project Cost



# Assumed Operating Expenses 2030+ Required Revenue (Option 1B Budget Update) \$23,631,563 Project

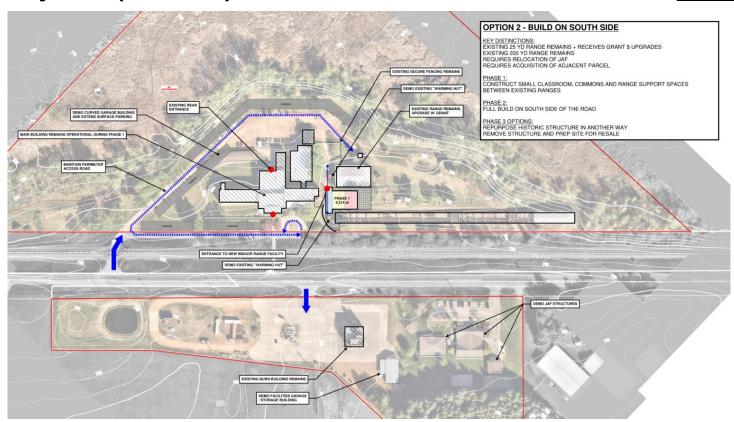
Agency	Current	Assumed Future %	All Phases ½ State Funding After Outside Revenues	No State Funding After Outside	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$15,575	\$22,314	
Elko New Market	\$ 5,389	1.23%	\$12,040	\$17,254	
Jordan	\$ 5,944	1.35%	\$13,216	\$18,938	
New Prague	\$ 8,353	1.87%	\$18,309	\$26,235	
Prior Lake	\$ 43,598	9.48%	\$92,843	\$133,024	
Savage	\$ 42,713	9.29%	\$90,984	\$130,359	
Shakopee	\$ 58,469	12.69%	\$124,281	\$178,067	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$95,003	\$136,116	
Scott County	\$ 244,137	52.78%	<u>\$517,167</u>	<u>\$740,958</u>	
	\$ 499,986	100.00%	\$979,417	\$1,403,264	\$185,516



# Sample Project 2 (3 phase project)

- Small support building for existing outdoor ranges
- Demo JAF buildings, construct new training facility on expanded land on and adjacent to JAF
- Demo the main existing historic building, construct new exterior training pads. Add additional class A fire props, and update Fire Training tower





# **Sample Project 2 (Phase 1)**

## **Capital Cost Assumptions**

4,250 sf

\$675 \$/sf

\$2,868,750 Construction Cost

\$50,000 Demo

\$1,146,000 25-Yard / 200-Yard Upgrade

\$200,000 Site work

\$4,264,750 Construction Cost

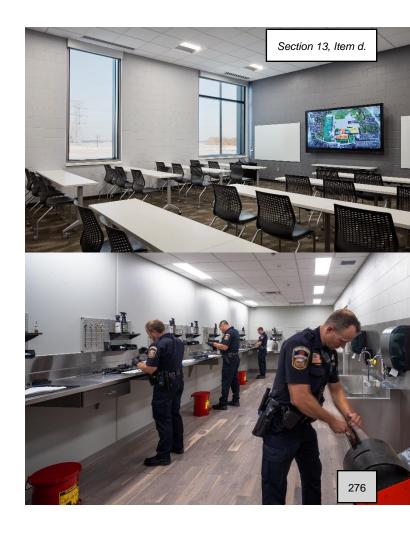
(\$1,146,000) Grant

\$3,118,750 Total Construction Cost

15% Soft Costs

\$467,813 Soft Costs

\$3,586,563 Total Project Cost

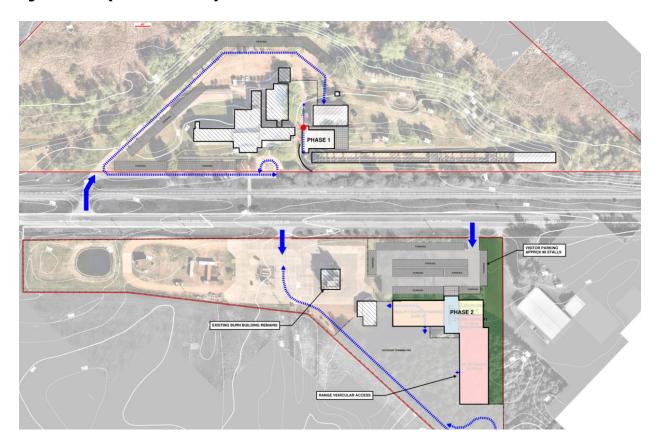




## Assumed Operating Expenses 2030+ Required Revenue (Sample Project 2 Budget Update) \$3,586,563 Project

Agency	Current	Assumed Future %	Phase 1 ½ State Funding After Outside Revenues	Phase 1 No State Funding After Outside Revenues	į
Belle Plaine	\$ 7,034	1.59%	\$10,591	\$11,614	
Elko New Market	\$ 5,389	1.23%	\$8,187	\$8,978	
Jordan	\$ 5,944	1.35%	\$8,986	\$9,855	
New Prague	\$ 8,353	1.87%	\$12,449	\$13,652	
Prior Lake	\$ 43,598	9.48%	\$63,132	\$69,230	
Savage	\$ 42,713	9.29%	\$61,868	\$67,844	
Shakopee	\$ 58,469	12.69%	\$84,509	\$92,672	
RTF Reserve	\$ 39,745	0%	\$0	\$0	
SMSC	\$ 44,604	9.70%	\$64,601	\$70,840	
Scott County	\$ 244,137	52.78%	<u>\$351,670</u>	<u>\$385,634</u>	
	\$ 499,986	100.00%	\$665,991	\$730,319	





### **Sample Project 2 (Phase 2)**

## **Capital Cost Assumptions**

32,000 sf

\$550 \$/sf

\$17,600,000 Construction Cost

\$500,000 Demo

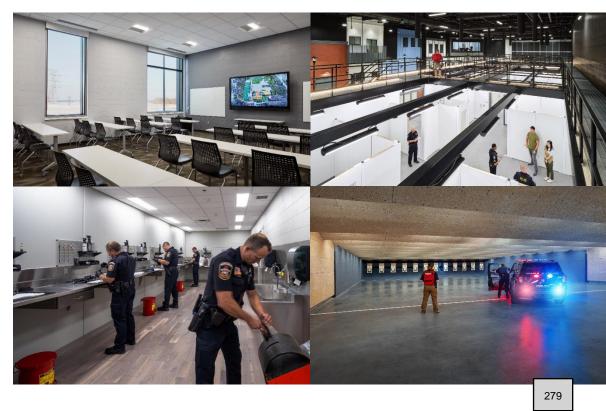
\$2,000,000 Site work

\$20,100,000 Total Construction Cost

20% Soft Costs

\$4,020,000 Soft Costs

\$24,120,000 Total Project Cost

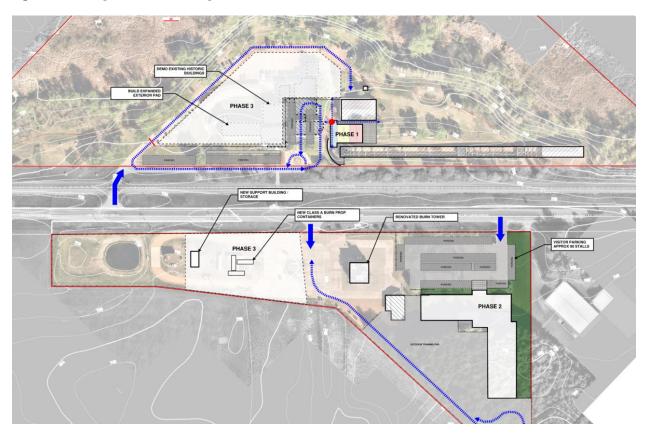




# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 2 Budget Update) \$24,120,000 Project

Agency	Current	Assumed Future %	Phase 2 ½ State Funding After Outside Revenues	No State Funding After Outside	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$15,988	3 \$22,866	
Elko New Market	\$ 5,389	1.23%	\$12,360	\$17,681	
Jordan	\$ 5,944	1.35%	\$13,56	\$19,407	
New Prague	\$ 8,353	1.87%	\$18,78	\$26,885	
Prior Lake	\$ 43,598	9.48%	\$95,30	\$136,316	
Savage	\$ 42,713	9.29%	\$93,39	\$182,475	
Shakopee	\$ 58,469	12.69%	\$127,57	\$182,475	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$97,522	\$139,485	
Scott County	\$ 244,137	52.78%	\$530,87	<u>\$759,292</u>	
	\$ 499,986	100.00%	\$1,005,38	\$1,437,993	<b>\$168,308</b>





# **Sample Project 1B (Phase 3)**

## **Capital Cost Assumptions**

\$2,000,000 Construction Cost

\$2,000,000 Demo Historic Buildings

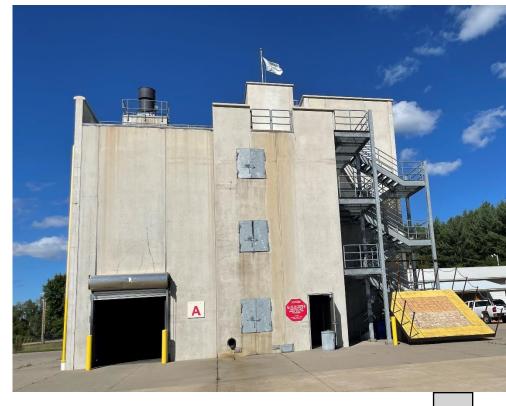
\$2,000,000 Site work, both sides of the tracks/road

\$6,000,000 Total Construction Cost

15% Soft Costs

\$900,000 Soft Costs

\$6,900,000 Total Project Cost





# Assumed Operating Expenses 2030+ Required Revenue (Sample Project 2 Budget Update) \$6,900,000 Project

Agency	Current	Assumed Future %	Phase 3 ½ State Funding	Phase 3 ½ State Funding	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$10,804	\$12,771	
Elko New Market	\$ 5,389	1.23%	\$8,349	\$9,871	
Jordan	\$ 5,944	1.35%	\$9,165	\$10,835	
New Prague	\$ 8,353	1.87%	\$12,697	\$15,011	
Prior Lake	\$ 43,598	9.48%	\$64,394	\$76,126	
Savage	\$ 42,713	9.29%	\$63,105	\$74,602	
Shakopee	\$ 58,469	12.69%	\$86,199	\$101,904	
RTF Reserve	\$ 39,745	0%	\$0	\$0	
SMSC	\$ 44,604	9.70%	\$65,894	\$77,898	
Scott County	\$ 244,137	52.78%	<u>\$358,718</u>	<u>\$424,062</u>	
	\$ 499,986	100.00%	\$679,325	\$803,081	<b>\$185,516</b>



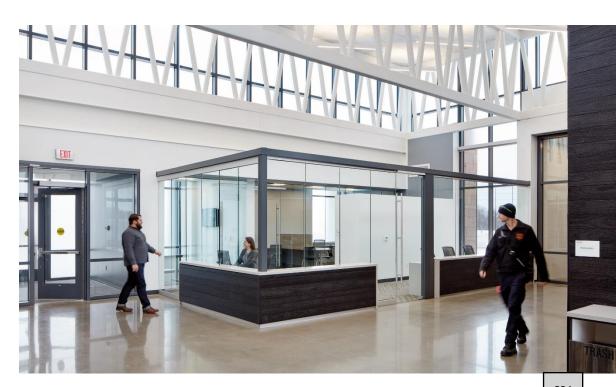
## **Sample Project 2 (All Phases)**

### Section 13, Item d.

## **Capital Cost Assumptions**

36,250 sf

**\$34,606,562** Total Project Cost



## Assumed Operating Expenses 2030+ Required Revenue (Option 2 Budget Update) \$34,606,563 Project

Agency	Current	Assumed Future %	All Phases ½ State Funding After Outside Revenues	No State Funding After Outside	Potential Outside Revenue
Belle Plaine	\$ 7,034	1.59%	\$18,705	\$28,574	
Elko New Market	\$ 5,389	1.23%	\$14,461	\$22,096	
Jordan	\$ 5,944	1.35%	\$15,873	\$24,253	
New Prague	\$ 8,353	1.87%	\$21,990	\$33,597	
Prior Lake	\$ 43,598	9.48%	\$111,504	\$170,345	
Savage	\$ 42,713	9.29%	\$109,271	\$166,026	
Shakopee	\$ 58,469	12.69%	\$149,260	\$228,026	
RTF Reserve	\$ 39,745	0%		\$0	
SMSC	\$ 44,604	9.70%	\$114,097	\$174,304	
Scott County	\$ 244,137	52.78%	\$621,100	<u>\$948,825</u>	
	\$ 499,986	100.00%	\$1,176,260	\$1,796,952	\$185,516



# Summary

- The previous sample projects represent many possible improvements, ranging from:
  - \$3.5 million
  - \$41 million
- The following is a summary of "price points" for contemplation.



# Assumed Operating Expenses 2030+

## "Price Point" Ranges with Half State Funding

Agency	Current	Assumed Future %	Hypothetical 2027+ Budget	\$3.59 Million	9.43 Million	\$21.38 Million	\$34.60 Million	\$41.16 Million
Belle Plaine	\$ 7,034	1.59%	\$10,098	\$10,591	\$12,257	\$15,207	\$18,705	\$20,574
Elko New Market	\$ 5,389	1.23%	\$7,840	\$8,187	\$9,476	\$11,756	\$14,461	\$15,907
Jordan	\$ 5,944	1.35%	\$8,602	\$8,986	\$10,401	\$12,904	\$15,873	\$17,460
New Prague	\$ 8,353	1.87%	\$11,908	\$12,449	\$14,409	\$17,876	\$21,990	\$24,187
Prior Lake	\$ 43,598	9.48%	\$60,274	\$63,132	\$73,065	\$90,648	\$111,504	\$122,646
Savage	\$ 42,713	9.29%	\$59,059	\$61,868	\$71,602	\$88,833	\$109,271	\$120,190
Shakopee	\$ 58,469	12.69%	\$80,681	\$84,509	\$97,806	\$121,343	\$149,260	\$164,175
RTF Reserve	\$ 39,745	0%						
SMSC	\$ 44,604	9.70%	\$61,654	\$64,601	\$74,764	\$92,756	\$114,097	\$125,497
Scott County	\$ 244,137	52.78%	<u>\$335,471</u>	<u>\$351,670</u>	<u>\$406,994</u>	<u>\$504,936</u>	<u>\$621,100</u>	<u>\$683,158</u>
	\$ 499,986	100.00%	\$635,587	\$665,991	\$770,773	\$956,259	\$1,176,260	\$1,293,794

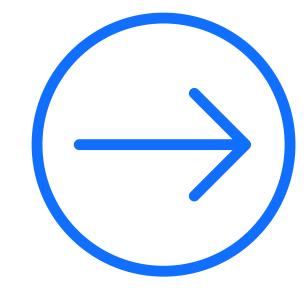


# Assumed Operating Expenses 2030+ "Price Point" Ranges with NO State Funding

Agency	Current	Assumed Future %	Hypothetical 2027+ Budget	\$3.59 Million	9.43 Million	\$21.38 Million	\$34.60 Million	\$41.16 Million
Belle Plaine	\$ 7,034	1.59%	\$10,098	\$11,614	\$15,044	\$21,304	\$28,574	\$32,312
Elko New Market	\$ 5,389	1.23%	\$7,840	\$8,978	\$11,653	\$16,473	\$22,096	\$24,987
Jordan	\$ 5,944	1.35%	\$8,602	\$9,855	\$12,781	\$18,081	\$24,253	\$27,426
New Prague	\$ 8,353	1.87%	\$11,908	\$13,652	\$17,669	\$25,047	\$33,597	\$37,992
Prior Lake	\$ 43,598	9.48%	\$60,274	\$69,230	\$89,194	\$127,002	\$170,345	\$192,629
Savage	\$ 42,713	9.29%	\$59,059	\$67,844	\$87,410	\$124,458	\$166,933	\$188,771
Shakopee	\$ 58,469	12.69%	\$80,681	\$92,672	\$119,363	\$170,007	\$228,026	\$257,856
RTF Reserve	\$ 39,745	0%						
SMSC	\$ 44,604	9.70%	\$61,654	\$70,840	\$91,266	\$129,954	\$174,304	\$197,105
Scott County	\$ 244,137	52.78%	<u>\$335,471</u>	<u>\$385,634</u>	<u>\$496,381</u>	<u>\$707,415</u>	<u>\$948,825</u>	\$1,072,941
	\$ 499,986	100.00%	\$635,587	\$730,319	\$940,298	\$1,339,741	\$1,796,952	\$2,032,019



### **Moving forward**





Do the Member formula percentages need to be revised post 2027?

Can each Member afford to pay for an "all in" type of a project, whether that is a project of \$23 million or \$41 million?

Is it ok, if only a portion of the existing Members can afford an "all in" type of a project, while the others pay as they go, or go somewhere else?

How much is each Member willing to invest long-term in the RTF?

 At what investment limit does it no longer make sense to belong to the RTF? If doing nothing, or a minimal capital investment in the RTF is the option - Will you leave? Where will you go? How much will it cost to go elsewhere?

What does each Member want to see improved if they are willing to spend to their maximum financial comfort level?

### And / Or

What does each Member want to see improved if they are only willing to meet their minimum training needs?

Determine each Member's maximum financial comfort level for investing in the RTF after considering their long-term alternatives.

Determine what each Member wants to see improved if they are only willing to meet their minimum training needs at the RTF?

If, and upon tentative conclusions to the propositions above by each Member, conduct a <u>consensus building</u> spaces needs study/pre-design inclusive of each committed Member and their respective agencies to determine a future project and potential funding sources, including the State of Minnesota.

### RTF Proforma Study



Q&A

LEO A DALY

# NORTH AMBULANCE OPERATIONS REVIEW

01.01.2024 to 12.31.2024

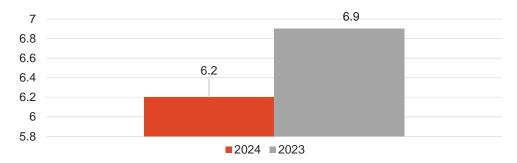
# City of New Prague



### **New Prague Median Response Time**

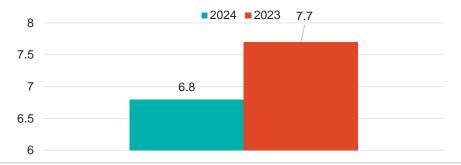
### 911 Response Time:

Median Unit Notified by Dispatch to Unit Arrived on Scene



### Interfacility Transfer Response Time:

Median Unit Notified by Dispatch to Unit Arrived on Scene





### **New Prague Calls Per Hour of Day**



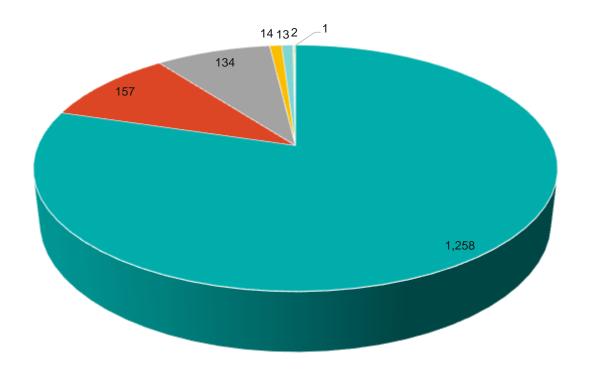


### Volumes & 911 vs Transfer %





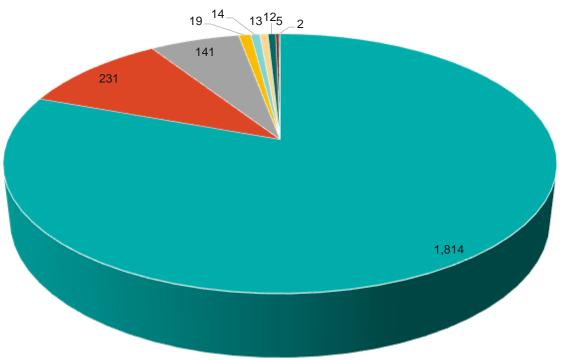
## **New Prague Responses** 01.01.2024 through 12/31/2024



- Initiated & Continued Care
- No Care/Support Services Required
- Initiated & Transferred Care to Another EMS Crew Other
- Assumed Primary Care from Another Crew
- Refused Care/Transport/Support Services
- Standby, Coverage, Events



# New Prague Responses 01.01.2023 through 12/31/2023

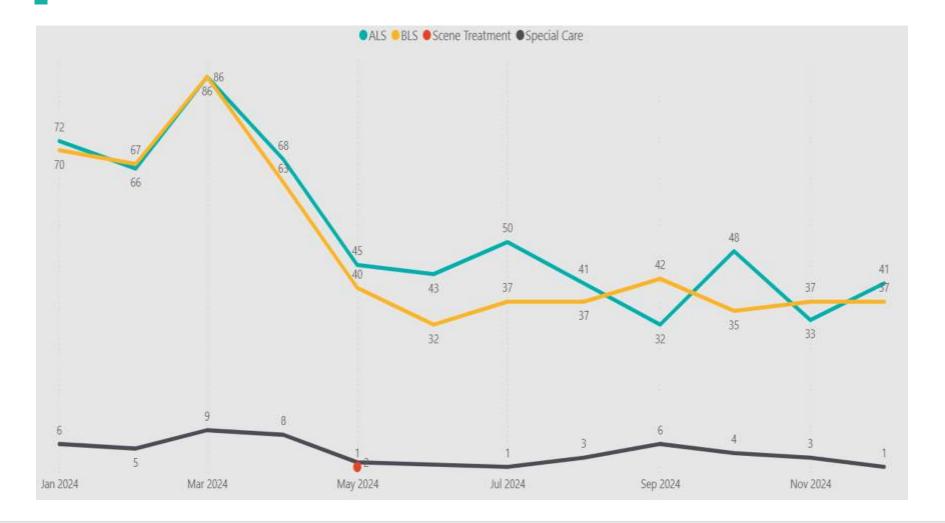


- Treated/Transported
- Canceled On Scene (No Patient Contact/Found)
- Deceased Resuscitation Attempted (Without Transport)
- Treated/Transferred Care
- Wheelchair

- Refused Care/No Transport
- Standby
- Treated/No Transport
- Deceased No Resuscitation Attempted (Without Transport)

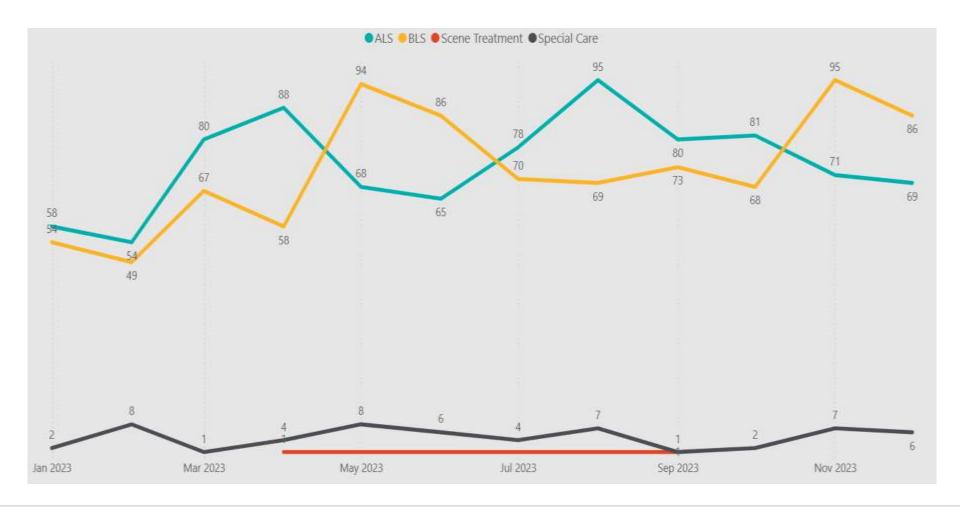


# 2024 Transports by Level of Service



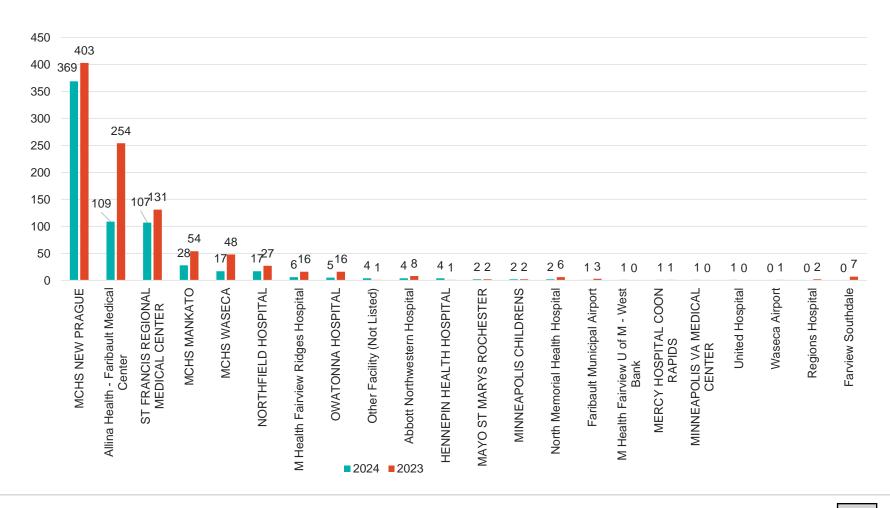


# 2023 Transports by Level of Service



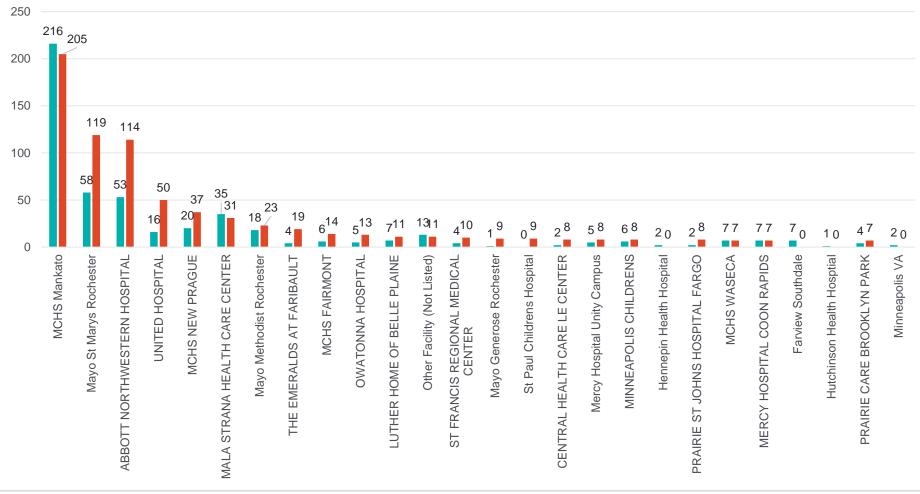


### 911 Patient Destinations



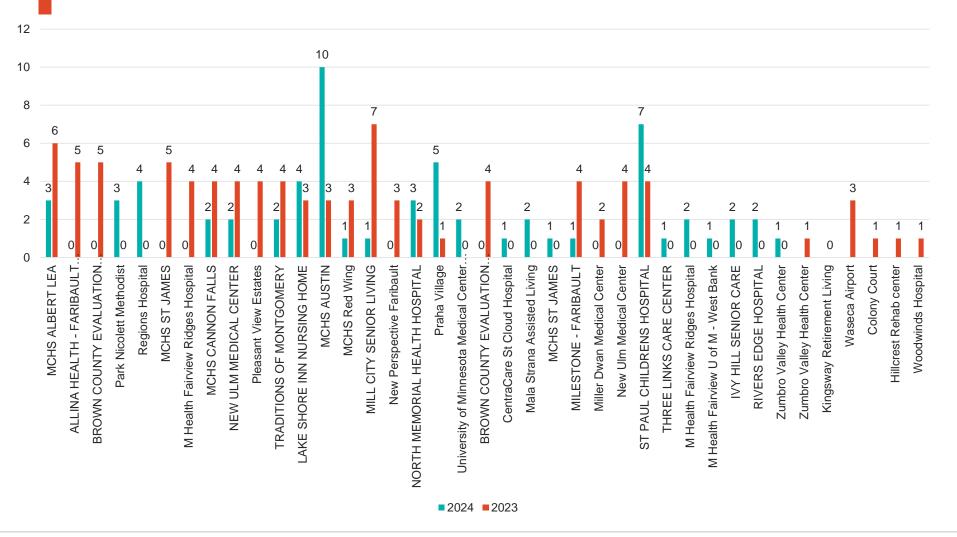


# **Transfer Patient Destinations**





# **Transfer Patient Destinations**





### **New Prague Income Statement**

### For the Year Ended December 31, 2024 (Unaudited) (\$000's)

	Actual YTD 2024	Budget YTD 2024	F(U) Actual vs Budget
Revenue:			
Ambulance Services Revenue	\$1,292	\$1,546	-16.4%
Other Revenue	0	-	0.0%
<b>Total Operating Revenue</b>	\$1,293	\$1,546	-16.4%
Direct Expense			
Compensation	1,350	1,823	26.0%
Supplies	41	61	33.6%
Purchased Services	90	115	21.2%
Utilities and Fuel	48	57	17.2%
Maintenance and Repairs	73	47	-55.4%
Rental	15	15	2.6%
Tax & Insurance	46	34	-33.0%
Other Expense	15	10	-42.9%
Depreciation	21	21	0.1%
Total Direct Expense	\$1,697	\$2,184	22.3%
Indirect Expense			
Indirect Expense (10%)	170_	218	22.3%
Total Indirect Expense	\$170	\$218	22.3%
<b>Total Operating Expense</b>	\$1,867	\$2,402	22.3%
Net Operating Income (Loss)	(\$574)	(\$856)	32.9%
<b>Net Operating Margin</b>	-44.4%	-55.4%	11.0%
Unit of Service			
Key Stat / Transports	1,257	1,470	-14.5%
FTE's	14.3	20.6	30.6%

# New Prague December YTD 2024 Financials

- December YTD posted a net operating loss of \$574K; favorable to plan by 32.9%
- ➤ Unfavorable revenue driven by negative volume variances and compounded by lower net rev/unit of \$23.40, which is driven by a sharp increase in Government payors (73.9% in 2024 vs 71.1% in 2023)
- ➤ Favorable compensation variance driven by reduced FTEs starting in Q2
- Favorable supplies variance driven by lower volumes
- Increased vehicle maintenance and incidents from first quarter account for other major expense variance in YTD results



# Questions

????



# Meeting Minutes New Prague Planning Commission Wednesday, January 22nd, 2025

### 1. Call Meeting to Order

The meeting was called to order at 6:41 p.m. by Chair Dan Meyer with the following members present: Brandon Pike, and Ann Gengel. Absent were Jason Bentson and Shawn Ryan.

City Staff Present: Ken Ondich – Planning / Community Development Director and Kyra Chapman – Planner

### 2. Approval of Meeting Minutes

- A. November 20th, 2024 Regular Meeting
- B. December 18th, 2024 Regular Meeting

A motion was made by Pike, seconded by Gengel, to approve the November 20<sup>th</sup> and December 18<sup>th</sup>, 2024 regular meeting minutes. Motion carried (3-0).

### 3. Public Invited to Be Heard on Matters Not on the Agenda

No public comments were given.

### 4. OLD BUSINESS

A. None

### **5. NEW BUSINESS**

### A. Comprehensive Plan Amendment – Water System Modeling & Study

Planning / Community Development Director Ondich stated that the new Comprehensive Plan was adopted on October 21<sup>st</sup>, 2024. At that time, the Water System Modeling and Study was not complete. The Study was adopted by New Prague Utility Commission on November 25<sup>th</sup>, 2024. Staff recommend that the Water System Modeling and Study be added as an appendix to the Sanitary Sewer Feasibility Study.

General Utilities Manager Bruce Reimers introduced the Water System Modeling and Study. He explained that the report provides information on its water distribution system and recommendations for future improvements with community growth for the next 20 years. Currently, New Prague has three filter plants and is served by six wells. The purpose of the report was to determine the water demands of the city. The study criteria analyzed the wells, pumping, filtering, storage, and distribution. Today New Prague has a daily maximum demand

Page 1 of 12 January 22, 2025 New Prague Planning Commission Minutes of 1.7 million gallons per day whereas 2044 is projected to have a daily maximum demand of 2.8 million gallons per day. New Prague is currently doing well with water capacity so immediate changes are not needed. The study identified a few priorities for New Prague such as dedicating CIP funds, addition of a new well near filter plant 3, and more elevated storage (water tower). Staff are hesitant to provide more water towers and would rather provide underground storage. Water system additions are all dependent on how the City grows.

A motion was made by Pike, seconded by Gengel to open the public hearing (3-0). The public hearing opened at 6:54pm.

A motion was made by Pike, seconded by Gengel to close the public hearing (3-0). The public hearing closed at 6:54pm.

A motion was made by Pike, seconded by Gengel to recommend approval for an Amendment to the Comprehensive Plan to include the Water System Modeling and Study.

Motion carried (3-0).

B. Request for an Amendment to Conditional Use Permit #C8-2004 & Variance #V1-2025 – Allow an Outdoor Dining Area and Pergola in the North Front Yard at 825  $1^{\rm st}$  St SE – JPV Properties LLC

Planner Chapman introduced the request for the amendment to the conditional use permit C8-2004 and variance V1-2025 to allow an outdoor dining area and pergola to the north front yard at 825 1<sup>st</sup> St SE as proposed by JPV Properties LLC. The property was originally owned by Smoke & Fire and JPV Properties LLC intends to run a similar Class III restaurant. North of their building, they intend to build a 20' x 40' 7" fenced in patio with a fire pit, two garage doors, and a 12' x 40' 7" pergola. The property has received conditional use permits in the past. Any changes to the original conditional use permit #C8-2004 require an amendment. A conditional use amendment is needed so JPV Properties LLC can create a new outdoor patio. The variance is needed to allow a pergola in the front yard. Pergolas are considered accessory buildings. On commercial properties, accessory buildings may only be placed in the rear of the building. The subject property is unique in that it does not have a rear yard. It has two front yards (north and south) and two side yards (east and west). The Zoning Ordinance states that no additional parking is needed if there are 30 seats or less. For every 3 seats above 30 seats, one additional parking stall is required. The applicant's plans show there will be 30 outdoor seats on the patio, therefore, no additional parking stalls are needed.

Pike inquired about condition number 7 that states that the existing south and east patios may not be used.

Planner Chapman clarified that if the existing patios were used, it would exceed 30 outdoor seats, therefore, additional parking would be required. The property does not have space to add more parking.

A motion was made by Pike, seconded by Gengel to open the public hearing (3-0). The public hearing opened at 7:13 pm.

A motion was made by Gengel, seconded by Pike to close the public hearing (3-0). The public hearing closed at 7:13 pm.

Pike inquired about the materials of the fence.

Jerry Vlaminck, property owner of 825 1<sup>st</sup> St SE, stated that it would likely be made of brick or stone.

Gengel asked when they intended to open.

JPV Properties LLC stated they'd like to open by March.

Pike inquired about what kind of restaurant they will run.

JPV Properties LLC said the business will be called Brickside 19. They currently own a business in Delano called Brickside Grille & Tap. The plan is to have americana fare.

A motion was made by Pike, seconded by Gengel to recommend approval for conditional use amendment for C8-2004 and variance V1-2025. The findings are:

- A. The requested variance is in harmony with the general purposes and intent of this Ordinance because accessory structures is a permitted accessory use in the B-2 Community Commercial Zoning District.
- B. The requested variance is consistent with the comprehensive plan because a pergola is a permitted accessory use in the B-2 Community Commercial Zoning District.
- C. The applicant will continue to use the property in a reasonable manner in that the variance is needed to allow the accessory structure to be in the front yard of the property, of which the property has two front yards.
- D. Unique circumstances apply to this property over which the applicant had no control and which do not generally apply to other properties in the same zoning district because the property has two front and two side yards while some other properties in the B-2 District have rear yards.
- E. The variance does not alter the essential character of the neighborhood because surrounding land in the B-1 and B-2 District allow outdoor dining and the outward appearance of the site will not look drastically different from other businesses that have outdoor dining spaces.
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow the pergola to be located in the front yard of 825 1<sup>st</sup> St SE, which does not have any rear yards as opposed to other properties that are not abutting two frontages.

Page 3 of 12 January 22, 2025 New Prague Planning Commission Minutes And making the following findings to approve the Conditional Use permit:

- A. The proposed addition for outdoor seating for eating and drinking services will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area, as the additional areas will accommodate more areas for outdoor seating.
- B. The restaurant is adjacent to business uses on its south and east sides, which are zoned in the same B2 Community Commercial Zoning District. The proposed patio will not cause concern to existing residential properties to the south, west, and north as they are separated by roads. Therefore, the patios will blend with the current structure and will be sufficiently compatible with residential homes in the area.
- C. The proposed building addition and site will have a similar appearance and will blend with existing restaurants, buildings, and sites, the appearance of which have not had an adverse impact on adjacent residential property in the past.
- D. The restaurant use has already been established on the site for over 20 years and no new uses, as defined by the zoning ordinance, will be established as a result of the new outdoor patio for outdoor seating with eating and drinking services.
- E. The use is consistent with the zoning ordinance because restaurants are specifically listed as a permitted use within the B2 Community Commercial Zoning District, and the proposed new patio for eating and drinking is a conditional use and conforms to Outdoor Seating Performance Standards identified in the <u>Outdoor Seating for Food Service Businesses and Drinking Establishments</u> set forth in the zoning ordinance.
- F. The use is not in conflict with the comprehensive plan because restaurants are specifically listed as permitted use within the B2 district while patios for eating and drinking are a conditional use, as well as the land use which the property is guided to in the Comprehensive Plan.

The proposed building addition will provide 30 additional seats in the outdoor dining area but under Outdoor Seating Performance Standards it states that no additional parking is required for thirty (30) outdoor seats or less. Any additional seating over thirty (30) seats shall provide required parking based on one (1) space per three (3) seats. In this case, no unreasonable traffic hazards or congestion will be created due to the additional seating.

G. Adequate utilities, access roads, drainage and necessary facilities have been provided.

And with the following conditions:

- 1. All original conditions of the Conditional Use Permit C8-2004 from 2004, 2006, and 2008 will remain.
- 2. Approval is subject to the site plan dated 1/3/2025 on file with the New Prague Planning Department which complies with the requirements of Section 733 of the Zoning Ordinance.
- 3. Before the Liquor License can be expanded to the proposed patio area, the following shall be completed:

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- a) All of the requirements and improvements associated with #C8-2004/V1-2025 must be completed and approved by City Staff.
- b) The City Council must approve the expanded patio area as part of the applicant's liquor license.
- 4. The fencing around the outdoor patio must be a minimum of 4' tall and have an opacity of at least 50%.
- 5. Requirements listed by the Building Official must be met as well as any other applicable Building Codes.
- 6. A grading plan around the proposed new outdoor patio must be reviewed and approved by the City Engineer.
- 7. The south and east patios may not be utilized for eating/drinking purposes.
- 8. All recommendations of the New Prague Public Works Department, Utilities Department and MnDOT must be complied with prior to construction and occupation of the patio area.
- 9. The applicant shall reimburse the city for all fees and costs it incurs for processing, reviewing, and acting on the application approved herein, including but necessarily limited to any fees charged by the city's professional consultants in accordance with established rates.
- 10. The property shall be subject to all requirements of the New Prague City Code and shall otherwise comply with all other applicable federal, state, and local laws, rules, and regulations.

Motion carried (3-0).

### C. Request for Interim Use Permit I1-2025 – Allow a Dog Grooming Business at 100 2<sup>nd</sup> Ave SW – Fancy Bones Pet Salon & Boutique

Planner Chapman introduced the request for interim use permit I1-2025 to allow a dog grooming business, Fancy Bones Pet Salon & Boutique to reside at 100 2<sup>nd</sup> Ave SW in the I1-Light Industrial District. Applicant, Fancy Bones Pet Salon & Boutique would occupy 638.43 sq ft of a former locker room area for the mill staff. The tenant space would be west of where Faith, Recovery & Music inhabits. They would have two groomers and one grooming tub. Although the property is currently zoned I1-Light Industrial District, it is guided as "Downtown Flex" in the Future Land Use Map of the Comprehensive Plan. The City's consultant, Bolton & Menk, is currently in the process of developing the Unified Development Code (UDC), which would update the Zoning Ordinance and Subdivision Ordinance. For the time being, staff recommend allowing the Interim Use Permit (IUP) request for the dog grooming business to occur until the UDC is complete and adopted. It's anticipated that the UDC will be complete by the end of 2025 or the beginning of 2026. A minimum of two parking stalls are required for the dog grooming business.

A motion was made by Pike, seconded by Gengel to open the public hearing (3-0). The public hearing opened at 7:30 pm.

A motion was made by Pike, seconded by Gengel to close the public hearing (3-0). The public hearing closed at 7:31 pm.

A motion was made by Pike, seconded by Gengel to recommend approval of interim use permit #I1-2025 with the following findings:

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- A. The proposed interim use for a dog grooming business will utilize property in a reasonable manner not currently allowed by its existing zoning within the I-1 Light Industrial Zoning District, but which is guided as "downtown flex" in the 2024 Comprehensive Plan Update and of which exact requirements have not yet been determined.
- B. The proposed dog grooming business is acceptable since it will likely be rezoned to "downtown flex" within the next couple of years which may include retail and service establishments as either permitted or conditional, therefore, it would no longer need the "interim" label.
- C. The proposed dog grooming business will not hinder permanent development of the site as it is utilizing and repurposing the space within the existing building and identified to become "downtown flex" in the 2024 Comprehensive Plan after the Unified Development Code is adopted.
- D. The proposed dog grooming will not adversely impact implementation of the Comprehensive Plan because it identifies the property as "downtown flex" in the 2024 Comprehensive Plan.
- E. The proposed dog grooming business will not be injurious to the surrounding neighborhoods or otherwise harm the public health, safety and welfare as it is utilizing existing space in the building and will have adequate off-street parking.
- F. The proposed dog grooming business will not create an excessive burden on existing parks, schools, street and other public facilities as it is utilizing space in an existing building.
- G. Adequate utilities, access roads, drainage and necessary facilities exist for the proposed dog grooming business.
- H. The proposed dog grooming business shall cease to operate at the site on 1/1/2027 if it is not rezoned to a "downtown flex" or similar zoning district where service businesses, including dog groomers, are either a permitted or conditional use in said zoning district.
- I. The proposed dog grooming business will not impose additional costs on the public if it is necessary for the public to take the property in the future.

And with the following conditions:

- 1. The proposed dog grooming business shall cease to operate at the site on 1/1/2027 if it is not rezoned to a "downtown flex" or similar zoning district where service businesses, including dog groomers, are either a permitted or conditional use in said zoning district.
- 2. Except as otherwise authorized by the Zoning Ordinance, this interim use shall conform to this Ordinance as if it were established as a conditional use.
- 3. In the event of a public taking of property after the interim use is established, the property owner shall not be entitled to compensation for any increase in value attributable to the interim use.

- 4. Approval is in general accordance with the area indicated on the floor plan included in the staff report (undated) on file with the Planning Department.
- 5. At least 2 off-street parking spaces, including required accessible space(s), must be available for the proposed use.
- 6. All building and site signs must conform to Section 718 of the Zoning Ordinance which require a permit under a separate permit process.
- 7. All lighting must conform to Section 704 of the Zoning Ordinance.
- 8. All dumpsters, garbage containers or refuse bins provided on the site outside of a building shall be screened from view in accordance with Section 703 of the Zoning Ordinance.
- 9. The applicant shall reimburse the city for all fees and costs it incurs for processing, reviewing, and acting on the application approved herein, including but necessarily limited to any fees charged by the city's professional consultants in accordance with established rates.
- 10. The property shall be subject to all requirements of the New Prague City Code and shall otherwise comply with all other applicable federal, state, and local laws, rules, and regulations.

Motion carried (3-0).

### 6. Miscellaneous

### A. General Mill Redevelopment Discussion – New Prague Mill, LLC & Cypress Rail

Planning / Community Development Director Ondich introduced the redevelopment of the mill property. The New Prague Mill, LLC is proposing to have Cypress Rail do rail car repair in the area previously approved through the IUP #I2-2024. The mill is currently occupied for retail, service and warehousing purposes. Most of the southern portion and part of the middle of the mill are occupied. There are no definitive plans for the northern portion of the building, but it could include the post office or more retail opportunities. As they fill up the mill, it's the idea that it will generate income for further redevelopment.

Bill Gibson, co-owner of New Prague Mill, LLC, stated that they could start a lease with Cypress Rail. Cypress Rail is a company that does rail car repairs. The property currently has rails, which could be utilized. They did a sound test and determined that the loudest sound they would make would be 70 decibels, which is as loud as an air conditioner. They've put a sound curtain up to alleviate sound. As a concept idea, the silos could be apartments, wedding venue, or bar. The remodel cost will likely be very high. In the meantime, Cypress Rail would be the best use for the rails.

Randy Meyer, from 2202 McLean Ave, Trophy Club, Texas, a co-founder for Cypress Rail Solutions explained that they had purchased Northern Plaine Rail Services. With that purchase they inherited property in Randolph on the Progressive Railroad Short Line. Shortly after the purchase, Northern Plaine Rail Services canceled the lease. They built a good service base there. The New Prague Mill, LLC is a unique property that is UP served and most of their customers are in Mankato for soybean crush plants. Cypress Rail would do mobile repairs at the location. They have a three-mile service area, therefore, would reach into Iowa, specifically their ethanol plants. Primary repair issues include vibrating

car, hatching covers not closing, gates at the bottom, and wheel sets. Repairs take less than 14 days. They'd likely have 10 to 12 employees with a salary of \$27-\$32 hourly.

Pike inquired about the quantity and frequency of the cars.

Randy Meyer said that they switch UP every week, usually on Thursdays. The same industry that brings Chart's cars would bring Cypress Rail's cars. The car volume for the UP will likely not be significant enough to add another switch. The locomotive would drop and leave the rail cars and Cypress would handle the switching.

Planning / Community Development Director Ondich asked how Cypress Rail will move the cars.

Randy Meyer clarified they'd have to rent a track mobile, which is a rail car mover. He also mentioned that they would have about 10 cars a week or 40 cars a month. Chart has about 20 cars sitting out on the property. They could hold 12 cars in the Mill on three tracks.

Planning / Community Development Director Ondich explained that the Comprehensive Plan Future Land Use Map has the property identified as "Business Flex", similar to most of the downtown. The standards for the district have not been made. It wasn't intended to be an industrial use.

Gibson suggested that a portion of the building could be industrial and the other commercial. Otherwise, the tracks and the silos have to be removed. They don't want the mill to remain empty.

Randy Meyer stated they would want a 3-5 year initial lease with a 3 year add on. They'd like a significant lease but it's up for negotiation.

Gibson said that the rail use would preserve the railroad. If the Mill railroad has to be removed, that only leaves Chart, who would utilize it. If something happens to Chart, then New Prague loses its rail system. The City should think about this holistically rather than strictly following the guidelines.

Rick Kaun explained that they did a sound test by replicating the sounds the rail cars would make from the sidewalk. The loudest sound would be dropping a car on the rail, which would happen once a day at 74 decibels.

Planning / Community Development Director Ondich said if it were a frequent or a consistent sound, it would be annoying. It would likely conflict with the POPS facility during concerts, however, that may not be during work hours.

Randy Meyer said the typical work hours would be 7:00 am to 4:30 pm from Monday through Thursday.

Gibson referenced sound comparisons to understand the sound that would emanate from the building. The trailer drop would be the loudest sound at 74 decibels, welder running would be 57 decibels, and hammer on metal was 71 decibels. A semi running down the street was 73 decibels, traffic normally on the street was 53-65 decibels, no traffic was 45 decibels, train horn was 96-110 decibels, siren was 100-135 decibels, air conditioner was 72 decibels, a vacuum would be 70 decibels, and a busy restaurant is 85 decibels.

Pike said there should be separation aesthetically and visually from a hospitality and retail perspective. He inquired about when there will be that paradigm shift.

Planning / Community Development Director Ondich tried to elaborate on what Pike was trying to explain. It sounds like the industrial use should not exceed 10 to 15 years, therefore, a conditional use would not be appropriate. Instead, there may be an end date or maybe something permanent separating the two in the long term. If New Prague Mill, LLC would like to go forward with this idea, they would either need a conditional use permit, which is a permanent long-term plan or an interim use permit, a short-term plan. If this were fully enclosed, there would not be much discussion on this since the property currently allows industrial use. However, it would be considered outdoor repair.

Gibson asked about the Planning Commissioners' initial thoughts.

Meyer sees a need for that use and there is currently a structure in place that is probably the best they'll find in the five-state area. He'd like to support that business.

Gengel said she felt conflicted with the original vision on the property.

Pike also felt conflicted. He'd like to see a timeframe for the business.

### B. Unified Development Code Discussion – Bolton & Menk

Jeff Matzke from Bolton & Menk explained that he will be the Project Manager for New Prague's Unified Development Code. The Unified Development Code refers to the rewrite of the Zoning Ordinance and Subdivision Ordinance. They intend to make Zoning and Subdivision Codes more visual, and user-friendly. Not only will it be more understandable for staff but also for residents and businesses. Engagement for the UDC update may include pop-ups, focus groups, open houses, online survey, Story Maps, and social media. The UDC started in November/December of 2024 and anticipated end date of December 2025. The Steering Committee will consist of the Planning Commission.

Matzke introduced a variety of discussion topics. The first discussion topic is the architectural design standards for commercial/industrial/central business (downtown). In some communities they have flexible design standards in which there are 8-12 standards and business owners must choose 5-6 standards to comply. These standards could include varying color, changing the building wall, or varying the height, etc. It makes the business owners feel like they have some control over their design.

Planning Commissioners liked the approach that was introduced. There have been complaints from business owners about the strictness of the design standards. This approach can definitely be done in the commercial and industrial districts. Balances control and flexibility. There are no design standards for the industrial district. There isn't anything unappealing about what is currently allowed in commercial districts but screening along districts would be beneficial. Downtown standards should be less stringent.

Matzke introduced residential clustering developments as a topic of discussion. An example of residential clustering would be a 20-acre site but cluster the homes in an area, providing more condensed utilities and infrastructure while preserving land such as trees and wetlands.

Pike inquired about the incentive of doing clustering instead of utilizing the entire land area.

Planning /Community Development Director Ondich said it would reduce the lineal feet of roadway and utility piping for water and sewer.

Matzke wanted the Planning Commission to discuss PUDs and specifically what unique benefits or amenities they get out of it.

Planning / Community Development Director Ondich said that they haven't gotten much out of PUDs and haven't done any in a while.

Matzke said that was likely because there isn't strong language. Developers want to know at the beginning of the project what things may be desired. For instance, you could promote Lifecycle Housing, or City's donation of land to provide public amenities such as booster stations, trails, etc.

The Planning Commission noticed that lots of amenities in parks are separate such as wooded areas or prairies.

Matzke inquired if there are environmental issues that have arisen from the subdivision process. For example, is there anything supplemental but not specifically noted in the code?

Planning / Community Development Director Ondich didn't have anything in particular that staff thought should have been included when doing a residential home review. Anything that was concerning, have been added to the code.

The Planning Commission did note that one issue would be tree preservation. There was land near Cherrywood Dr NE, where a developer chopped down all the trees for a new subdivision.

Matzke said that there could be encouragement for tree replacement. For instance, you could mention to the developer that the existing trees could count toward the minimum tree

requirements. In Prior Lake, they had a Heritage Tree, an older and mature tree. That one tree could potentially count as three trees based on the inches of the trunk.

Matzke discussed code flexibility for nonconforming lots. The City has been granting several variances for nonconforming lots due to not complying minimum lot width, and lot area, lot depth. He asked if the Planning Commission wanted to explore flexibility towards the nonconforming lots.

The Planning Commission noted that there have been issues or variances related to concrete step replacement or front decks. There are pros and cons to this. The City has more of a say and control when property owners come and request variances. It prevents people from doing things they're not supposed to be doing. There have been issues with fences especially when abutting more than one frontage or major thoroughfares. There have been multiple variances for signs related to size or electronic signs.

Matzke asked the Planning Commission if there was interest in Accessory Dwelling Units (ADUs) and Short-Term Rentals (less than 14 days).

Planning / Community Development Director Ondich stated that since the City started doing rental inspections, there have been some short-term rentals. ADUs have been brought up at City Council. At the time, the City Council was against ADUs, but the attitude now may be different. There were some preexisting ADUs in older homes that were grandfathered in. Most ADUs were above garages.

The Planning Commission said it would be worth exploring ADUs.

Matzke introduced the application process. Perhaps there are too many conditional uses that should be streamlined to permitted. Sometimes property owners may see variances or conditional uses as a burden or a hurdle.

The Planning Commission noted that in other communities the Planning Commission is the final say for variances in particular and does not get forwarded to the City Council. New Prague requires all planning permits to be approved as a final vote by the City Council. It might make sense to have the City Council's opinion on conditional uses but maybe not for variances. The Planning Commission also has one City Council member on the board. The City Council member hears the request twice. A lot of applicants may have a time crunch, but the Planning Commission only meets once a month. Sometimes there's not a quorum, therefore, it gets pushed back a month, putting more stress on the applicant if their project is time sensitive.

Matzke asked if the Planning Commission had any engagement opportunities.

The Planning Commission stated that there should be a clear understanding of what the Unified Development Code is and what it means to the landowners as well as properties outside of City limits. As a suggestion, maybe there could be identification of changes, so the city knows who to talk to. There could be notification in the newspaper.

Page 11 of 12 January 22, 2025 New Prague Planning Commission Minutes Matzke said that they would condense information to highlight drastic proposed changes such as the architecture design standard choices. At a pop-up event, staff could hand out surveys or provide pictures/boards. The pop ups should feel interactive and fun. Social media can also be utilized.

### C. Monthly Business Update

The monthly business update was reviewed as information only.

### 7. Adjournment

A motion was made by Pike, seconded by Gengel, to adjourn the meeting at 9:38 pm. Motion carried (3-0).

Respectfully submitted,

Kypo J. Chapman

Kyra J. Chapman

Planner



# UTILITIES COMMISSION MELTING MINUTES

### **City of New Prague**

Monday, January 27, 2025 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 27<sup>th</sup>, 2025, at 3:31 p.m.

Commissioners Present: Dan Bishop, Paul Busch, Tom Ewert and Chuck Nickolay

Commissioners Absent: Bruce Wolf

Staff present: GM Bruce Reimers, OES Ken Zweber, Financial Director Robin Pikal

#### 2. APPROVAL OF AGENDA

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

Motion carried (4-0)

### 3. APPROVAL OF MINUTES

a. December 30, 2024, Utilities Meeting Minutes

Motion made by Commissioner Bishop, seconded by Commissioner Busch, to approve the December minutes as presented.

Motion carried (4-0)

### 4. UTILITY AND SMMPA BILLS

a. Approval of accounts payable in the amount of \$880,597.73 and the SMMPA billing of \$529,434.01. Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to approve the accounts payable as presented.

Motion carried (4-0)

### 5. FINANCIAL REPORTS

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

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

Motion carried (4-0)

### 6. RESOLUTION 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 Nickolay, to approve the 2025 NPUC distributed energy resource interconnection process and average retail rate.

Motion carried (4-0)

Section 14, Item b.

### 7. 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 Nickolay, seconded by Commissioner Ewert, to approve the official depositories as presented.

Motion carried (4-0)

#### 8. APPROVAL OF OFFICIAL NEWSPAPER

a. New Prague Times

Motion made by Commissioner Ewert, seconded by Commissioner Nickolay, to approve The New Prague Times as the official newspaper.

Motion carried (4-0)

### 9. DISCUSSION OF POPS (PRAHA OUTDOOR PERFORMANCE STAGE)

GM Reimers informed the Commission that city and utility staff had a virtual meeting with members of the POPS committee, and they have indicated that they would like to have the NPUC donate the cost of providing the electric service to the facility. GM Reimers said he and City Administrator Josh Tetzlaff informed the committee that they would need to provide the service requirements and specifications, along with a written request for the donation the Utilities Commission for them to consider at a future meeting.

### 10. SMMPA BOARD OF DIRECTORS MEETING

a. December 11, 2024

GM Reimers reported that at the January meeting the board was updated on future transmission projects along with projected transmission investment opportunities.

The board was also updated on engine repair projects at the Owatonna energy plant.

### 11. GENERAL MANAGER'S REPORT

GM Reimers informed the Commission on the following:

DGR has been working on the Cat engine contract and that should be completed sometime in February. Staff has been working on the West Side Energy station building layout.

City Attorney Scott Riggs is working on a resolution for the city council to detail the future bonding and refunding requirements for the West Side Energy station.

#### 12. OTHER BUSINESS

None

### 13. ADJOURNMENT

Motion made by Commissioner Ewert, seconded by Commissioner Busch, to adjourn the meeting at 4:35p.m.

Motion carried (4-0)

Respectfully Submitted

Bruce Reimers General Manager



# ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

### **City of New Prague**

Wednesday, February 12, 2025 at 7:30 AM
City Hall Council Chambers - 118 Central Ave N

#### 1. CALL TO ORDER

The meeting was called to order at 7:30 a.m. by EDA President Brent Quast with the following members present: Brent Quast, Eric Krogman, Austin Reville, Nick Slavik, Troy Pint, Duane Jirik and Bruce Wolf. City Staff present: City Administrator Joshua Tetzlaff and Planning/Community Development Director Ken Ondich.

Others present: Jo Foust (CDA), Tony Buthe and Brian Fell (School District)

### 2. CONSENT AGENDA

Motion to approve the consent agenda was made by Slavik, seconded by Reville. Motion carried (7-0)

- a. January 8, 2025 EDA Meeting Minutes
- b. Claims for Payment: \$2,839.18

#### 3. FUTURE EDA ENDEAVORS

City Administrator Joshua Tetzlaff gave an overview of the proposal from Ehlers for Strategic Planning work with the EDA. General discussion with the EDA surrounded adding one or two discussions with the City Council and EDA Jointly, with one of the joint meetings with Council occurring as one of the first steps in the process to help set the stage for the rest of the work. Staff will ask Ehlers for a proposal revision.

- a. February 12, 2025
- b. Strategic Planning

#### 4. ANNUAL COMMUNITY DEVELOPMENT REPORTS

Planning/Community Development Director Ken Ondich presented the reports.

- a. Vacant Lot Inventory
- b. Annual Business Inventory
- c. 2024 Growth Statistics

### 5. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM

Jo Foust noted visits in the past month with Brickside 19 at the former Smoke & Fire location, as well as with the New Prague Mill, LLC.

### 6. BUSINESS UPDATES

Ondich presented the business updates.

a. February 2025

### 7. CDA UPDATES

Jo Foust noted that they are hoping to continue their Career Lift Grant and Drive for 5 program as they had over 120 participants in the program.

a. 2024 Wins

### 8. SCHOOL DISTRICT UPDATES

Tonu Buthe indicated that the School District supports the City's effort work on strategic planning and look forward to pairing together where possible. He also noted that their facilities task for meetings are continuing this month. He noted that they are planning a business meet and eat event that he will invite the EDA to attend. Finally, he introduced Brian Fell as the School District's new Director of Finance.

### 9. EXECUTIVE DIRECTORS REPORT

### 10. MISCELLANEOUS

### 11. ADJOURNMENT

Motion to adjourn the meeting at 8:31 a.m. was made by Slavik, seconded by Pint. Motion carried (7-0)

Respectfully Submitted,

Joshua M. Tetzlaff

City Administrator / EDA Executive Director