



CITY COUNCIL MEETING AGENDA

City of New Prague

Tuesday, September 03, 2024 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. August 19, 2024, City Council Meeting Minutes
- ii. August 19, 2024, Special City Council Meeting Minutes

b. Claims for Payment: **\$245,712.75**

c. New Prague Schools Homecoming Parade Request

d. Appointment of Administrative Assistant

e. Satisfaction of SCDP Housing Repayment Agreement

f. Police Facility GeoTechnical Evaluation

g. Underage Tobacco Sales Violation

h. Schultzy's Restaurant Group LLC - DBA: 1319 Woodfire Tavern THC Products Violation

i. Premises Permit Extension Request for Giesenbräu Bier Co.

j. Giesenbräu Bier Co. Alcohol Compliance Violation

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

(Speakers limited to 5 minutes.)

5. INTRODUCTION OF YELLOW TREE DEVELOPMENT 155-UNIT MARKET RATE APARTMENTS AND POSSIBLE TAX ABATEMENT

- a.** Presentation Materials

6. PUBLIC HEARING(S) – 6:00 PM

- a. Proposed 2025 Street and Utility Improvement Project

7. 2025 STREET AND UTILITY IMPROVEMENT PROJECT

- [a. Resolution #24-09-03-01](#) - Ordering Improvement and Preparation of Plans
- [b. Proposal for Engineering Services](#)

8. CITY ENGINEER PROJECTS UPDATE

- [a. September 3, 2024](#)

9. ORDINANCE(S) FOR INTRODUCTION

10. ORDINANCE(S) FOR ADOPTION

- [a. Ordinance #351](#) - Amending Various Sections of the Zoning Ordinance Related to Public Buildings and Essential Services Structures

11. RESOLUTIONS

- [a. Resolution #24-09-03-02](#) - Granting Approval of the Preliminary and Final Plat of Tracker Addition - 1 Lot on 8.31 Acres
- [b. Resolution #24-09-03-03](#) - Approving Variance #V5-2024 - Parking Setback and Stall Size for Ten Nineteen Development, LLC
- [c. Resolution #24-09-03-04](#) - Approving Variance #V6-2024 - Driveway Setback Variance for New Prague Mill, LLC
- [d. Resolution #24-09-03-05](#) - Approving Variance #V7-2024 - Sign Size Variance for New Prague Community Center Association

12. GENERAL BUSINESS

13. MISCELLANEOUS

- [a. Meeting Minutes](#)
 - i. Utilities
 - ii. Golf
 - iii. Park
- [b. Discussion of Items not on the Agenda](#)

14. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

September 9	12:00 p.m. Community Center Board
September 10	6:00 p.m. Park Board
September 11	7:30 a.m. EDA Board
September 16	6:00 p.m. City Council
September 24	6:30 p.m. Golf Board
September 25	6:30 p.m. Planning Commission
September 30	3:30 p.m. Utilities Commission

CITY COUNCIL MEETING MINUTES



City of New Prague

Monday, August 19, 2024 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

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

PRESENT

- Mayor Duane Jirik
- Councilmember Maggie Bass
- Councilmember Rik Seiler
- Councilmember Bruce Wolf

ABSENT

- Councilmember Shawn Ryan

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

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

Motion made by Councilmember Seiler, Seconded by Councilmember Bass to approve the Regular Agenda as presented.

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

3. CONSENT AGENDA

Motion made by Councilmember Wolf, Seconded by Mayor Jirik to approve the Consent Agenda.

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

- a. Meeting Minutes
 - i. August 5, 2024, City Council Meeting Minutes
 - ii. August 5, 2024, Special City Council Meeting Minutes - Closed
- b. Claims for Payment: **\$1,234,818.01**
- c. Financial Summary Report
- d. Satisfaction of Assessment for PID #24.127.0010 and PID #24.062.0010
- e. Snow and Ice Agreement with MNDOT
- f. The Rusty Spoke THC Violation

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

No members of the public spoke at this meeting.

5. CITY ENGINEER PROJECTS UPDATE

- a. August 19, 2024
City Engineer Chris Knutson provided a brief update.

6. 2025 STREET AND UTILITY IMPROVEMENT PROJECT

- a. Feasibility Report
City Engineer Knutson provided background and addressed questions.
- b. Resolution #24-08-19-01 - Receiving Report and Calling Hearing on Improvement
Motion made by Councilmember Wolf, Seconded by Councilmember Bass to approve Resolution #24-08-19-01.
Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (4-0).

7. CITY CENTER GRADING PLAN - PHASE 1

- a. SEH Proposal for Engineering Services
Planning/Community Development Director Ken Ondich and City Engineer Knutson provided context.
Motion made by Mayor Jirik, Seconded by Councilmember Seiler to approve the agreement.
Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (4-0).

8. PUBLIC HEARING(S) – 6:00 PM**9. ORDINANCE(S) FOR INTRODUCTION**

- a. Ordinance #351 - Amending Various Sections of the Zoning Ordinance Related to Public Buildings and Essential Services Structures
Planning/Community Development Director Ken Ondich provided background. Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve the first reading of Ordinance #351.
Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (4-0).

10. ORDINANCE(S) FOR ADOPTION**11. RESOLUTIONS****12. GENERAL BUSINESS**

- a. City Administrator Review Summary
Motion made by Councilmember Seiler, Seconded by Mayor Jirik to approve the recommendation.
Voting Yea: Councilmember Seiler, Mayor Jirik
Voting Nay: Councilmember Bass, Councilmember Wolf
Motion failed (2-2).
Motion made by Councilmember Wolf, Seconded by Councilmember Bass, to approve moving Mr. Tetzlaff to Step 5 of Grade 19.
Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Wolf
Voting Nay: Councilmember Seiler
Motion carried (3-1).

13. MISCELLANEOUS

- a. Meeting Minutes
 - i. EDA

b. Discussion of Items not on the Agenda

- Public Works Director Matt Rynda shared that Wastewater Superintendent Scott Warner has resigned with the City and will be leaving in early November.
- Finance Director Robin Pikal advised that the RFQ for Municipal Financial Advisor Services has been published and proposals are due back by September 24th at 3:00pm. Staff reached out to firms as well. Finance Director Pikal also stated that Lauren Falck was hired as the new Utility Billing Specialist and began employment on August 13, 2024. Lastly, staff has begun interviewing for the Administrative Assistant position.
- City Administrator Tetzlaff shared the Candidate Filings with Council. Mayor Jirik is the only candidate who filed for mayor; and three candidates filed for City Council: Bruce Wolf, Shawn Ryan, and Dan Meyer.
- Councilmember Wolf relayed that a community member shared her excitement for the dog park with him and he assisted her with locating it.

14. ADJOURNMENT

Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to adjourn the meeting at 6:35 p.m.

Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (4-0).

ATTEST:

Duane J. Jirik
Mayor

Joshua M. Tetzlaff
City Administrator



SPECIAL CITY COUNCIL MEETING MINUTES

City of New Prague

Monday, August 19, 2024 at 6:05 PM

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

The meeting was called to order by Mayor Duane Jirik at approximately 6:40 p.m.

PRESENT

- Mayor Duane Jirik
- Councilmember Maggie Bass
- Councilmember Rik Seiler
- Councilmember Bruce Wolf

ABSENT

- Councilmember Shawn Ryan

2. APPROVAL OF REGULAR AGENDA

Motion made by Councilmember Wolf, Seconded by Councilmember Bass to approve the Regular Agenda.

Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (4-0).

a. 2025 Budget Discussion

Discussion was had regarding the 2025 budget. No action was taken.

3. ADJOURNMENT

Motion made by Councilmember Bass, Seconded by Councilmember Seiler to adjourn the meeting at approximately 7:46 p.m.

Voting Yea: Mayor Jirik, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (4-0).

ATTEST:

 Duane J. Jirik
 Mayor

 Joshua M. Tetzlaff
 City Administrator

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 09/03/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
MOTION INDUSTRIES INC.	SPRINKLER REPAIR KIT	\$86.64	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$899.19	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$16.60	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$643.18	
TOTAL:			\$1,645.61
<u>OTHER - TO BE REIMBURSED</u>			
KENNEDY & GRAVEN CHARTERED	GENERAL MATTERS--STIENESSEN ADDITIO	\$744.00	
TOTAL:			\$744.00
<u>LAWN MAINTENANCE - TO BE REIMBURSED</u>			
NORTH STAR TREE SERVICE	TREE REMOVAL - 205 LEXINGTON AVE N	\$1,250.00	
STEVE RYNDA CONSTRUCTION	LAWN MOWING - 1508 ENGLISH AVE NW	\$520.20	
STEVE RYNDA CONSTRUCTION	LAWN MOWING - 310 CENTRAL AVE S	\$161.06	
TOTAL:			\$1,931.26
<u>COUNCIL</u>			
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$274.98	
TOTAL:			\$274.98
<u>ADMINISTRATION</u>			
QUILL CORPORATION	COPY PAPER	\$94.14	
SCHWAAB INC	RECEIVED STAMP	\$26.93	
US BANK CREDIT CARD	MN GOV FINANCE OFFICERS	\$4.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$614.09	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
TOTAL:			\$747.66
<u>TECH NETWORK</u>			
CIVIC SYSTEMS LLC	CIVIC SYSTEM SOFTWARE	\$20,345.25	
TOTAL:			\$20,345.25
<u>ELECTIONS</u>			
US BANK CREDIT CARD	ELECTION SUPPLIES	\$53.21	
TOTAL:			\$53.21
<u>ATTORNEY</u>			
KENNEDY & GRAVEN CHARTERED	LEGAL SERVICES	\$3,858.10	
TOTAL:			\$3,858.10
<u>PLANNING</u>			
US BANK CREDIT CARD	APA MEMBERSHIP	\$1,025.00	
US BANK CREDIT CARD	GO TO MY PC	\$20.60	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$27.18	
TOTAL:			\$1,072.78
<u>GOVERNMENT BUILDING</u>			
MEI TOTAL ELEVATOR SOLUTIONS	ELEVATOR MAINTENANCE	\$69.62	
NEW PRAGUE UTILITIES	GOVT BUILDING - WATER/SEWER	\$694.94	
NEW PRAGUE UTILITIES	GOVT BUILDING -ELECTRIC	\$3,182.25	
TOTAL:			\$3,946.81
<u>POLICE</u>			
GIESEN, TYLER	ALCOHOL COMPLIANCE	\$100.00	
GIESEN, TYLER	TOBACCO COMPLIANCE	\$40.00	
JEFF BELZER NEW PRAGUE FORD	SQUAD MAINTENANCE #218	\$1,103.34	
JEFF BELZER NEW PRAGUE FORD	VEHICLE MAINTENANCE - 322	\$70.38	
KIESLER POLICE SUPPLY	HOLSTER	\$318.14	
LYNN LEMBCKE CONSULTING	BWC AUDIT	\$1,000.00	

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 09/03/2024

Section 3, Item b.

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
QUILL CORPORATION	COPY PAPER	\$37.66	
STREICHER'S	VEST - CULBRETH	\$281.99	
US BANK CREDIT CARD	SHIPPING	\$45.71	
US BANK CREDIT CARD	TRAINING CUFFS	\$205.48	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$279.14	
VETERAN SHREDDING	CONTRACTED SERVICES	\$42.50	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,564.47	
TOTAL:			\$5,088.81
<u>FIRE</u>			
MOTION INDUSTRIES INC.	SPRINKLER REPAIR KIT	\$86.65	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$662.79	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$236.42	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$464.39	
TOTAL:			\$1,450.25
<u>BUILDING INSPECTOR</u>			
US BANK CREDIT CARD	DEPT OF LABOR	\$85.00	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$81.50	
TOTAL:			\$166.50
<u>EMERGENCY MANAGEMENT</u>			
AMAZON CAPITAL SERVICES	TRASH PICKER	\$79.92	
TOTAL:			\$79.92
<u>STREET</u>			
DIAMOND VOGEL PAINTS	PAINTER PARTS	-\$200.00	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$561.25	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$239.25	
OESTREICH REPAIR	SWEEPER TIRES	\$1,379.56	
UNION PACIFIC RAILROAD CO	ENGINEERING FEE	\$178.00	
US BANK CREDIT CARD	BATTERY BACKUP / CARGO CARRIER	\$325.74	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$917.63	
TOTAL:			\$3,401.43
<u>STREET LIGHTS</u>			
NEW PRAGUE UTILITIES	STREETLIGHTS	\$6,492.21	
TOTAL:			\$6,492.21
<u>PARKS</u>			
CEDAR BROOK GARDEN CENTER	FERTILIZER	\$171.96	
HERITAGE LANDSCAPE SUPPLY GROUP	GRASS SEED	\$1,516.04	
HERITAGE LANDSCAPE SUPPLY GROUP	HERBICIDE	\$81.20	
LEAGUE OF MN CITIES INSURANCE	WORKERS COMP CLAIM-WESTERMAN	\$27.09	
MACH LUMBER INC	DISC GOLF - CONCRETE	\$71.40	
MIDWEST FENCE & MFG. CO.	FENCE PARTS	\$261.00	
MTI DISTRIBUTING INC	LAWN MOWER PARTS	\$1,051.60	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$423.07	
NEW PRAGUE UTILITIES	PARKS - ELECTRIC	\$2,321.75	
US BANK CREDIT CARD	DISC GOLF - CONCRETE STONES	\$456.26	
US BANK CREDIT CARD	DISC GOLF - PLATE	\$68.15	
US BANK CREDIT CARD	EAB GRANT - BOOSTER PUMP	\$119.99	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,431.92	
TOTAL:			\$8,001.43
<u>LIBRARY</u>			
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$1,786.54	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$196.98	
TOTAL:			\$1,983.52

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 09/03/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
UNALLOCATED			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$327.00	
TOTAL:			\$327.00
GENERAL FUND TOTAL:			\$61,610.73
FUND 233 - SPECIAL REVENUE - CRIME PREVENTION			
PROSOURCE SPECIALTIES LLC	PLASTIC BADGES	\$378.36	
US BANK CREDIT CARD	SUPPLIES	\$16.11	
TOTAL:			\$394.47
FUND 422 - CAPITAL PROJECTS - CIP 2023			
SEH	CIP 2023 - SUNRISE / SUNSET	\$1,629.00	
TOTAL:			\$1,629.00
FUND 423 - CAPITAL PROJECTS - CIP 2024			
SEH	CIP 2024	\$57,113.29	
TOTAL:			\$57,113.29
FUND 424 - CAPITAL PROJECTS - CIP 2025			
SEH	CIP 2025	\$24,588.90	
TOTAL:			\$24,588.90
FUND 602 - ENTERPRISE - SANITARY SEWER			
1000BULBS.COM	LED BULBS	\$50.61	
ADVANCED PROCESS SOLUTIONS	ACTUATORS FOR MEMBRANE ROOM	\$1,295.11	
AMAZON CAPITAL SERVICES	CRIMPING TOOL	\$35.97	
AMAZON CAPITAL SERVICES	USB C CABLES	\$6.99	
AMAZON CAPITAL SERVICES	UV POWER TUBE	\$259.05	
CIVIC SYSTEMS LLC	CIVIC SYSTEM SOFTWARE	\$12,239.38	
GRAINGER	MAU #6 BEARING	\$103.72	
GRAINGER	MOP HEAD	\$27.51	
GRAINGER	TAPS & SCREWS	\$69.82	
GRAINGER	WIRE	\$152.59	
HAWKINS INC	AZONE	\$4,459.32	
INDUSTRIAL PNEUMATIC SYSTEM	NIPPLE	\$52.92	
MN VALLEY TESTING LABS	TESTING ANALYSIS	\$273.00	
MUNICIPAL EMERGENCY SERVICE	CALIBRATION GAS FOR MONITORS	\$180.00	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$51,800.68	
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$566.83	
ROBERT HALF	TEMP UTILITY BILLING EMPLOYEE	\$1,396.50	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$210.60	
SALTCO	MONTHLY SALT	\$70.00	
US BANK CREDIT CARD	BATTERIES	\$817.17	
US BANK CREDIT CARD	FUSES	\$98.51	
US BANK CREDIT CARD	MANHOLE HOOKS	\$69.16	
US BANK CREDIT CARD	QUINCY MUFFLER	\$88.05	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$81.00	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$186.33	
ZORO TOOLS INC.	COIL	\$201.58	
TOTAL:			\$74,800.90
FUND 606 - ENTERPRISE - STORM UTILITY			
CIVIC SYSTEMS LLC	CIVIC SYSTEM SOFTWARE	\$1,218.60	
ROBERT HALF	TEMP UTILITY BILLING EMPLOYEE	\$349.12	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.60	
US BANK CREDIT CARD	MAN HOLE HOOKS	\$69.16	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$8.28	
TOTAL:			\$1,648.76

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
09/03/2024

Section 3, Item b.

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
FUND 651 - ENTERPRISE - AMBULANCE			
MOTION INDUSTRIES INC.	SPRINKLER REPAIR KIT	\$86.64	
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$662.79	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$185.48	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$10.20	
TOTAL:			<u>\$945.11</u>
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			\$222,731.16

Vendor Name	Net Invoice Amount
BREAKTHRU BEVERAGE MINNESOTA	
ALCOHOL	\$186.40
BEER	\$636.55
CENTERPOINT ENERGY	
NAURAL GAS	\$294.47
CINTAS	
TOWELS / LINEN	\$209.28
CIT GROUP	
SPECIAL ORDER	\$269.60
COLLEGE CITY BEVERAGE	
ALCOHOL	\$798.01
BEER	\$304.35
BEER/LIQUOR	\$1,985.62
COMPUTER TECHNOLOGY SOLUTIONS	
NIMBUS PROGRAM FIX	\$201.60
CONNELLY PLUMBING & HEATING INC	
PLUMBING REPAIR	\$299.00
DR. FRESH TAP	
TAP LINE CLEANING	\$75.00
ECOLAB PEST ELIMINATION	
PEST / AIR QUALITY CONTROL	\$490.59
GOLF ASSOCIATES SCORECARD	
GOLF SCORECARDS	\$106.24
HERMEL WHOLESALE	
CLEANING SUPPLIES	\$624.20
FOOD	\$5,465.45
SUNDRIES	\$726.97
SUPPLIES	\$747.28
LAU'S BAKERY	
BUNS	\$124.48
MGA	
HANDICAP FEES	\$810.00
PEPSI-COLA	
BEVERAGE - NON-ALCOHOL	\$1,358.13
RIVER COUNTRY COOP	
FUEL	\$4,682.93
SAILER'S GREENHOUSE	
FLOWERS	\$1,919.44
SHAKOPEE BREWHALL	
BEER/ALCOHOL	\$130.00
KEG DEPOSIT	\$30.00-
TOW DISTRIBUTING CORP	
BEER	\$626.00
BEER-CREDIT	\$60.00-
CREDIT - BEER	\$60.00-
WAYNE KOEPP	
BOOT REIMBURSEMENT	\$60.00
Grand Totals	<u>\$22,981.59</u>



New Prague Police Department

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

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

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

• Website: www.ci.new-prague.mn.us

Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen, Chief of Police/Emergency Manager

Date: Tuesday, August 20, 2024

Subject: New Prague Schools Homecoming Parade Request

New Prague Area Schools (ISD 721) is requesting permission to have a homecoming parade.

The New Prague High School Homecoming parade is scheduled for Friday, September 27, 2024. The parade will begin at 1:00 pm at the High School and proceed south on Columbus Ave to Main St, west on Main St. to 2nd Ave NW. The parade will last approximately 1 hour.

Insurance waivers naming the City of New Prague and MN / DOT District 7 as additionally insured, have been requested and will be received prior to the event.

If the Council authorizes the homecoming parade it will require the following actions of City personnel:

- Submit an application to MN DOT District #7 for permit to close Main St. for the event.
- Utilize additional police personnel for traffic control.
- Utilize other city personnel for traffic control as authorized by Department Supervisors.

Recommended Action:

Grant authorization for New Prague Area Schools (ISD 721) to have a homecoming parade on Friday, September 27, 2024.



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBIN PIKAL, FINANCE DIRECTOR
 JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: APPOINTMENT OF ALYSSA SCHAPEKAHM FOR THE ADMINISTRATIVE ASSISTANT POSITION
DATE: AUGUST 26, 2024

On August 20th & 21st interviews were held with 7 candidates for the Administrative Assistant position. After the interview process, staff recommends hiring Alyssa Schapekahn for the administrative assistant position.

Alyssa obtained associate’s degree from Rasmussen College in paralegal studies.

Alyssa is currently employed at Fleet Farm as an Operations Manager. Alyssa has been employed with Fleet Farm since 2017 and during her time there has been promoted and advanced through various roles.

Along with Alyssa’s education, her experience with customer service, handling of sensitive data, and managing a variety of daily tasks will make her a great addition to the office and the Administrative Assistant role.

I recommend Alyssa Schapekahn be appointed to the Administrative Assistant position with an anticipated start date of September 16, 2024. Starting salary Step 8 of the structured pay scale on Grade 8 at \$30.54 per hour (\$63,523.20 annually).

Recommendation
Appoint Alyssa Schapekahn as the Administrative Assistant.



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: AUGUST 28, 2024

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 they 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.

The power of attorney for Richard Childs, the owner of 105 Highway 60 E., Elysian, 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, April 29, 2021 was the last day the agreement was in effect. Title companies are requiring satisfaction documents for these agreements prior to sales even if the terms have expired.

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 Richard Childs.

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 April 29, 2011, executed by Richard Childs, as the grantee, to the City of New Prague, as the grantor, and filed for record August 18, 2011 as DOCUMENT NO. 376087, in the Office of the COUNTY RECORDER OF LESUEUR COUNTY, MINNESOTA, is with the indebtedness thereby secured, fully paid and satisfied.

By: _____
Its Mayor

By: _____
Its City Administrator

COUNTY OF SCOTT
STATE OF MINNESOTA

On the ____ day of _____ 2024, before me, a Notary Public with and for said County, personally appeared Duane J. Jirik, the Mayor and Joshua M. Tetzlaff, the City Administrator of the City of New Prague to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he/she executed the same as his/her free act and deed.

Notary Public

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

Document # 376087

Office of County Recorder
Le Sueur County, MinnesotaI hereby certify that the within instrument
was filed in this office for record on
August 18, 2011 9:00 AM
Sharon J. Budin, Recorder

Pages 3

SAB

EXEMPT MRT TAX PURSANT MS 298.06

City of New Prague
SCDP Housing Repayment Agreement

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

THIS AGREEMENT, made and entered into this 29th day of April, 2011 by and between Richard Childs (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 April 29, 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 **29th day of April 2011**, he 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 30th 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

residence within the eleventh (11th) 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 Elysian, Minnesota and is legally described as:

Lot One (1), Block Twenty-One (21), City of Elysian, formerly Logan, less Highway right-of-way, LeSueur County, Minnesota.

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 heirs, executors or representatives, shall give the City notice thereof.
4. In the event Owner or his 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)

376087

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

Richard Childs
Richard Childs

City of New Prague

By: Charles L. Nickolay
Charles L. Nickolay, Mayor

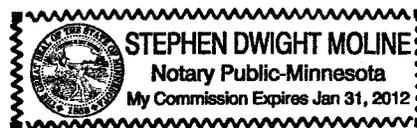
By: Michael J. Johnson
Michael J. Johnson, City Administrator

STATE OF MINNESOTA)

COUNTY OF LE SUEUR)

On this 29th day of April, 2011, before me, a Notary Public within and for said County, personally appeared Richard Childs, to me known to be the persons described in and who executed the foregoing instrument and acknowledging that he/she/they executed the same as his/her/their free act and deed.

Stephen D. Moline, Notary Public



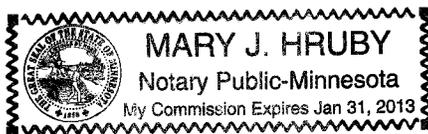
The following short form certificates of notarial acts are sufficient for the purposes indicated, if completed with the information required by section 358.47 sub section (a):

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 May, 2011, Michael J. Johnson, City Administrator of New Prague, Minnesota.

Seal if any:



Mary J. Hruby
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: POLICE FACILITY SITE GEOTECHNICAL EVALUATION
DATE: AUGUST 28, 2024

As part of the design process that is taking place for the proposed police facility, a geotechnical evaluation of the soils needs to be done. This evaluation helps to better the design process and the cost estimates of the overall project, as it gives the architects a better understanding of exactly what they are working with.

Wold had two bids submitted for the site survey work, with the results below:

- American Engineering Testing
Lump Sum: \$16,100

- Braun Intertec
Lump Sum: \$19,600

It is Wolds recommendation that we proceed with the bid from American Engineering Testing, which would be lump sum payment of \$16,100. Staff concurs with this recommendation.

Recommendation

Staff recommends approval of using American Engineering Testing to do the geotechnical evaluation.



August 7, 2024

City of New Prague
118 Central Avenue North
New Prague, Minnesota 56071

Attn: Michael Stephens mstephens@woldae.com

Re: Proposal for Geotechnical Exploration
New Prague Police Addition
505 5th Avenue NW
New Prague, Minnesota 56071
AET Proposal No. P-0034863

Dear Mr. Stephens:

American Engineering Testing (AET) is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

PROJECT INFORMATION

We understand the proposed construction consists of a single story, slab on grade addition to the existing New Prague Fire Department building. The building addition will have approximate overall dimensions of 110 feet by 215 feet (including the future garage expansion) to the south side of the existing building. At this time, we do not have building construction details; however, we will be provided with that information prior to preparing our report. There will also be additional drive and parking areas surrounding the addition.

SCOPE OF SERVICES

Field Exploration

As requested by you, our subsurface exploration program will consist of the following:

- Arrange clearance of underground public utilities through the Gopher State One-Call System.
- Perform 8 standard penetration test borings (ASTM: D1586) to a depth of 25 feet each in the building addition area.
- Perform 6 standard penetration test borings (ASTM: D1586) to a depth of 14 feet each in the new parking and drive areas.
- Submit Minnesota Department of Health borehole notification.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on existing surface features.
- Obtain surface elevations at each boring location based on provided/assumed benchmarks.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. The property

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | TeamAET.com | AA/EEO

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owner is responsible for locating all private underground utilities and structures. Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Based on our review of the site, the borings are planned to be drilled with a truck drill rig.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

Accessing the boring locations may leave shallow ruts in the ground. We assume that the owner will perform any necessary site restoration work. We have not included a fee for site restoration in our cost estimate.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method in general accordance with ASTM D1586. Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

Report

Following the field and laboratory services, a formal engineering report will be prepared and submitted. The report will include logs of the test borings, the laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the building area for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement.
- Ground floor slab support, including recommendations on the need for a vapor or capillary water barrier.
- Backfilling procedures, including material types and compaction requirements.
- Preparation of the subgrade for exterior bituminous pavements.
- Estimated subgrade R value.
- Pavement section thickness designs.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.).

FEES

The scope of services described herein will be performed for a lump sum fee of \$16,100.00. In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such adjustments and the associated fees with you and receive your approval before proceeding. Our fees will be in effect until December 31, 2024, after which they will be subjected to review and possible escalation.

Minnesota Department of Health Fees

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because subsurface conditions can change between borings, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

Property Owner's mailing address:

SCHEDULE

Weather permitting; we anticipate drilling operations can begin within about 10 to 15 working days after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after

completion of the drilling. We anticipate the geotechnical report can be prepared within about 10 to 12 working days after completion of the field work. We are available to review special schedule needs with you.

However, if private utilities are present onsite and a reliable method of locating them is not approved by the property owner, our schedule may be delayed. Occasionally, variations in the project scope of services occur due to reasons beyond our control such as site access concerns, severe weather delays, issues or complications with private utility clearing, or interfering activities ongoing at the project site. If encountered, these issues may cause unforeseen delays in the drilling schedule. We will inform you of the status of the project schedule, equipment availability, and site-specific considerations as the setup progresses.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the “Environmental/Geotechnical Service Agreement – Terms and Conditions.” The terms contained in the attached “Environmental/Geotechnical Service Agreement – Terms and Conditions” are incorporated herein and are an integral part of this contract for professional engineering services.

If you have questions regarding this proposal, please contact us.

Sincerely,
American Engineering Testing, Inc.



Robin L. Flickinger
Principal Project Manager
Phone: 651-659-1301
Email: rflickinger@TeamAET.com

Attachments:
Service Agreement (4 pgs.)
2024 W-9
Sample Certificate of Insurance

Authorized Client Representative:

Signature: _____

Printed Name: _____

Company: _____

PO No./Project No.: _____

Email: _____

Date: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

Section 3, Item f.

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVENUE NORTH

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

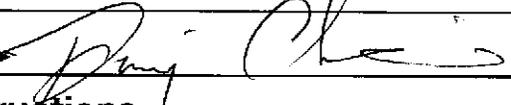
4	1	-	0	9	7	7	5	2	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date ▶ 1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

Section 3, Item f.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

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

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

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940		CONTACT Ann Ross NAME: PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Phoenix Insurance Company	
		INSURER B: The Travelers Indemnity Company of America	
		INSURER C: Travelers Property Casualty Company of America	
		INSURER D: Charter Oak Fire Insurance Company	
		INSURER E: Continental Casualty Company	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB9H9151012443G	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE	
								OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

August 9, 2024

Proposal QTB201255

City of New Prague
c/o Mr. Michael Stephens
Wold Architects and Engineers
332 Minnesota Street
Suite W2000
Saint Paul, MN 55101

Re: Proposal for a Geotechnical Evaluation
New Prague Police Addition
505 5th Ave NW
New Prague, Minnesota

Dear Mr. Stephens:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the addition to the existing New Prague Public Safety Building at the referenced site (Site).

Project Information

We understand the proposed project will include the construction of a new police addition to the south of the existing public safety building at the Site. The project will also include new paved parking and site utilities.

Previous Site Geotechnical Information

We performed soil borings and a geotechnical evaluation for the existing public safety building in 2007. The soil borings encountered about 2 to 9 feet of existing fill underlain by glacially deposited soils. Additionally, we performed excavation observations and testing for the construction of the public safety building. As a part of these observations, we have a sketch of the bottom elevations for the grading of the building. This grading sketch will assist in our evaluation, especially where the new addition ties into the existing building.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of new addition to the existing structure and pavement.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a Geoprobe drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by you, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested, we will drill 14 standard penetration test (SPT) borings for the project to nominal depths of 14 to 25 feet. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 14 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (feet)
Building Pad (Pink)	SPT	8	25*
Site (Red)	SPT	6	14
Total		14	284

*Borings will terminate 1/2 foot less than indicated depth to reduce associated MDH fees.

The figure attached at the end of this document shows an illustration of the requested boring locations with building pad boring locations identified with pink dots and site/parking boring locations identified with red dots.

If the intended boring depths do not extend through unsuitable material, we may extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$160.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 200 linear feet of borehole with grout.

The attached Project Proposal shows the fees associated with the sealing. Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. We intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), organics content, and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of foundations, interior and exterior slabs on grade, pavements, and utilities.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – We have the borings scheduled to start on September 16, 2024, provided we receive authorization by September 1, 2024.
- Field exploration – 2 to 3 days on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – Within 1 week after completion of field exploration.
- Draft report submittal – Within about 3 weeks of completion of field exploration.
- Final report submittal – Within 3 business days of receiving comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$19,600**. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of **\$400** per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Becket at 612.750.2758 (ibecket@braunintertec.com) or Matthew Ruble at 612.434.0577 (mruble@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Ian C. Becket
Staff Engineer



Matthew P. Ruble, PE
Vice President, Principal Engineer

Attachments:
Requested Boring Sketch
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

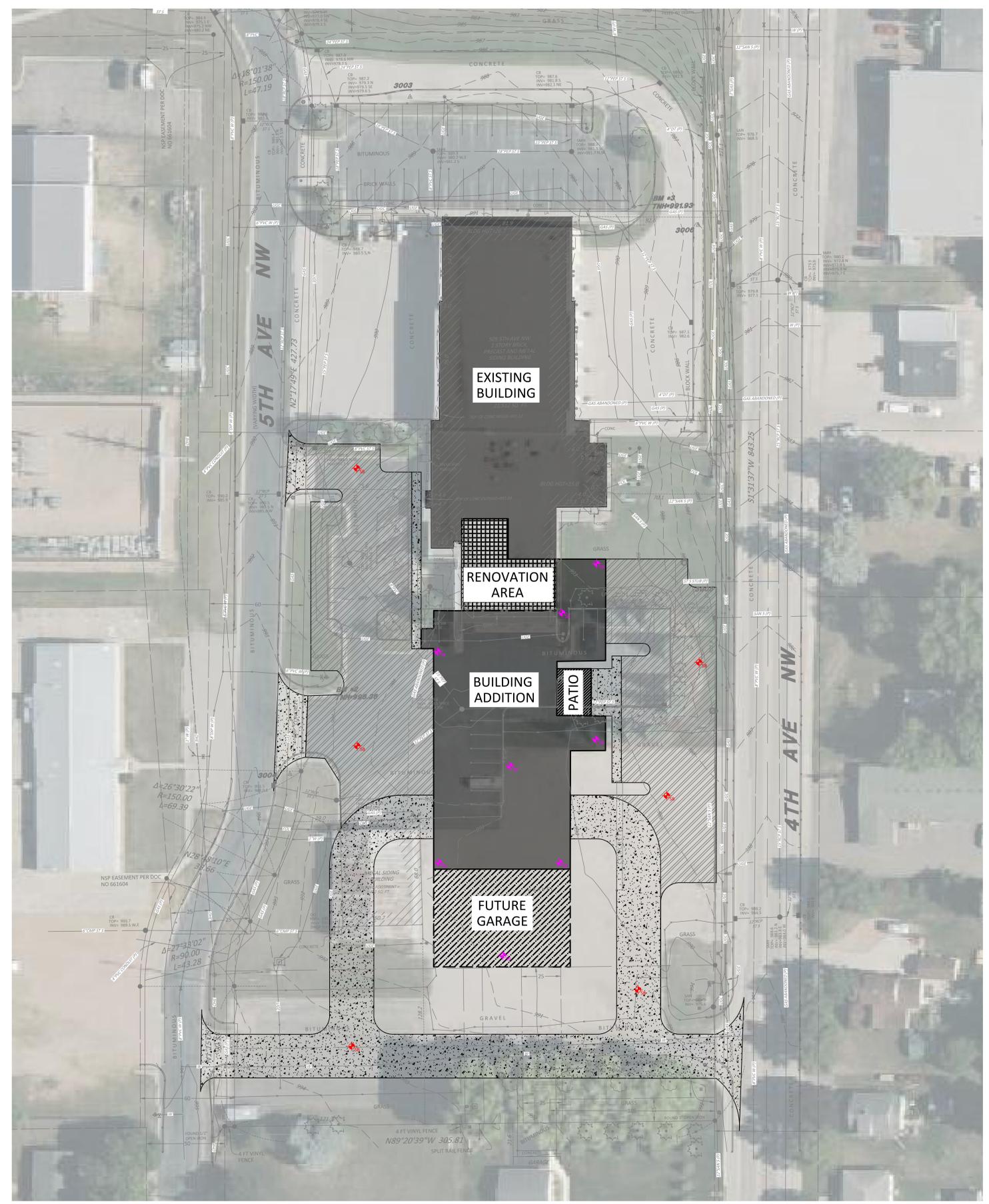
Date



WOLD ARCHITECTS AND ENGINEERS
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

BOLTON & MENK
3300 FERNBROOK ROAD, SUITE 300
PLYMOUTH, MINNESOTA 55447
Phone: (763) 544-7229
Email: goldenvale@bolton-menk.com
www.bolton-menk.com

	BUILDING BORING (8) - 25' DEPTH
	SITE BORING (6) - 14' DEPTH



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

DAVID A. REY
Registration Number 40180 Date XX/XX/XXXX

Description	Revisions	
	Date	Num

Comm: 232212
Date: 08/02/2024
Drawn: T.J.W.
Check: North

BORING MAP

Scale: _____

PRELIMINARY

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee of the scope of employment shall be held liable for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 3, Item f.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



New Prague Police Department

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Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen, Police Chief / Emergency Manager

Date: August 28, 2023

Subject: Underage Tobacco Sales Violation

On August 13th, 2024, the New Prague Police Department conducted tobacco compliance checks with city tobacco license holders. During these compliance checks an underage sale was made to a CS (confidential source) at New Prague Tobacco located at 201 Chalupsky Ave SE. On 2/21/23 an underage sale was made at the same store, although the location at that time was 215 Chalupsky Ave SE, prior to the store moving locations. This violation was made while conducting compliance checks and a \$300 administrative fine was issued and paid by New Prague Tobacco. This violation is the second in 36 months and is subject to an administrative fine of \$600.

The New Prague City Ordinance chapter 117: Tobacco Regulations addresses administrative penalties in chapter 117.09 as follows:

117.09 ADMINISTRATIVE PENALTIES.

(A) If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, a tobacco related device, or an electronic delivery device to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of \$300. An administrative penalty of \$600 shall be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of \$1,000 shall be imposed and the licensee shall lose the licensee's authorization to sell tobacco, tobacco related devices or electronic delivery devices for a period of not less than 30 days nor more than one year. The loss of authorization shall be accomplished by a combination, if necessary, of a suspension of the licensee's then existing authorization and an order prohibiting renewal of the licensee's license for the prescribed period. No suspension, revocation or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before the City Council. A decision that a violation has occurred must be in writing.



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Tim Applen, Chief of Police

(B) An individual who sells, gives, or otherwise furnishes tobacco, a tobacco related device or an electronic delivery device to a person under the age of 21 years shall be charged an administrative penalty of \$50. No penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before the City Council. A decision that a violation has occurred must be in writing.

(C) Any person who purchases or attempts to purchase tobacco, tobacco related devices or electronic delivery devices and is under the age of 21 years may be charged an administrative penalty of up to \$50. The city may also send notice of the violation to the violator's parents or school or order the violator to attend tobacco-free education programs or other court diversion programs, or to perform appropriate community service. The provisions of this division shall not apply to a person under the age of 21 who purchases or attempts to purchase tobacco, tobacco related devices or electronic delivery devices while under the direct supervision of a responsible adult for training, research or enforcement purposes.

Recommendation: Issue administrative penalty as defined in chapter 117.09 to New Prague Tobacco for \$600 for second violation in 36 months. Issue administrative penalty for \$50 to employee that made the underage sale.



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Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen, Police Chief / Emergency Manager

Date: Tuesday August 28, 2024

Subject: Schultzy's Restaurant Group LLC – DBA: 1319 Woodfire Tavern
Tetrahydrocannabinol Products Violation

On August 26th, 2024, city staff learned that 1319 Woodfire Tavern was offering THC beverages for on- sale purchase. The Police Department began an investigation into the sales of THC products. It was discovered that Schultzy's Restaurant Group LLC – DBA 1319 Woodfire Tavern did not make application with the City of New Prague for a THC license, nor had they registered with the state as a retailer. On August 26, 2024, at approximately 5:15 p.m. I went to 1319 Woodfire Tavern and spoke with staff and was able to confirm THC was being offered for sale but had been pulled from the cooler and sales after speaking with city staff on Monday (8/26/24). I asked and was provided three cans of THC beverage to inspect. The cans were labeled properly and would be legal for sale, upon successful approval of a City THC permit and registration with the State of Minnesota Low Potency Hemp Derived Product sales. After speaking with staff, I contacted Mona Schultz and spoke with her by phone. I explained the circumstances and that the city code requires THC retailers to obtain a license through the city and registration with State of Minnesota Low Potency Hemp Derived Product sales. I explained the process for both obtaining a city license and completing registration with the state. I contacted the State of Minnesota Office of Cannabis Management and explained the current investigation. The information was provided to a State of Minnesota compliance Inspector for additional follow up.

Ordinance 121, like the City of New Prague Alcohol and Tobacco Ordinances issue administrative penalties for violations, defined within the Ordinance and outlined below.

The City of New Prague adopted Ordinance 121: Tetrahydrocannabinol Products. The ordinance addresses, licensing and administrative penalties for violations.

121.03 LICENSE REQUIRED

- (A) No person shall sell or offer to sell any licensed product without having obtained a license to do so from the city.
- (1) No license shall be issued to a movable place of business as per § [121.06](#). Only fixed location businesses shall be eligible to be licensed under this chapter.
- (2) No license shall be issued to an exclusive liquor store as defined in M.S. § 340A.101(10).
- (B) (1) An application for a license to sell licensed products shall be made on a form provided by the city. The application shall include, at a minimum, the full name of the applicant, the applicant's residential and business address and telephone numbers, the name of the proposed license holder, the business location for which the license is sought, and any additional information the city deems necessary. The completed application along with the license fee shall be submitted to the City Administrator who shall forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Administrator or their designee determines that an application is incomplete, they shall return the application to the applicant with notice of deficiencies.
- (2) A business applicant, at the time of application, shall furnish the city with a list of all persons that have an interest of 5% or more in the business. The list shall name all owners and show the interest held by each, either individually or beneficially for others. It is the duty of each business licensee to notify the City Administrator in writing of any change in ownership in the business. Any change in the ownership or control of the business shall be deemed equivalent to a transfer of the license, and any such license shall be revoked 30 days after any such change in ownership or control unless the licensee has notified the City Council of the change in ownership by submitting a new license application for the new owners, and the City Council has approved the transfer of the license by appropriate action. Any time an additional investigation is required because of a change in ownership or control of a business, the licensee shall pay an additional investigation fee to be determined by the city. The city may at any reasonable time examine the transfer records and minute books of any business licensee to verify and identify the owners, and the city may examine the business records of any other licensee to the extent necessary to disclose the interest which persons other than the licensee have in the licensed business. The City Council may revoke any license issued upon its determination that a change of ownership of a licensee has actually resulted in the change of control of the licensed business so as materially to affect the integrity and character of its management and its operation, but no such action shall be taken until after a hearing by the City Council on notice to the licensee.
- (C) The City Council may either approve or deny the license or may delay action for a reasonable period of time as is required to permit the city to complete any investigation of the application or the applicant deemed necessary. If approved, a license shall be issued to the applicant. If denied, a notice of denial shall be issued to the applicant at the business address provided on the application along with the reasons for the denial. The notice shall also inform the applicant of their right to appeal the City Council's decision. If a license is mistakenly issued or renewed to an applicant or license holder, it shall be revoked by the City Council upon the discovery that the person, applicant or license holder was ineligible for the license under this section. If a license application is denied, the earliest an applicant may reapply is 12 months from the date the license is denied.
- (D) All licenses are issued for a period of one year. The license period is from January 1 to December 31. The initial license term will expire at the end of the calendar year during which the license was issued.
- (E) Any license issued under this section may be revoked or suspended, as provided in § [121.09](#), or as specifically provided elsewhere in this chapter.
- (F) All licenses issued under this section shall be valid only on the business premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the City Council.

(G) Every license shall be conspicuously posted at the place of business for which the license is issued and shall be exhibited to any person upon request.

(H) The renewal of a license under this section shall be handled in the same manner as the original application. The request for renewal shall be made at least 30 but not more than 60 days before the expiration of the current license. The issuance of a license under this chapter shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

(J) The following shall be grounds for denying the issuance or renewal of a license under this section. The following is not exhaustive or exclusive:

(1) The applicant is under the age of 21.

(2) The applicant has been convicted within the past five years of a violation of any provisions of this chapter or a violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products, but not including possession or sale of license products.

(3) The applicant has had a license to sell licensed products suspended or revoked during the 12 months preceding the date of application, or the applicant has or had an interest in another premises, authorized to sell licensed products, whether in the city or in another jurisdiction, that has had a license to sell products suspended or revoked during the same time period, provided the applicant had an interest in the premises at the time of the revocation or suspension, or at the time of the violation that led to the revocation or suspension.

(4) The applicant is a business that does not have an operating officer or manager who is eligible pursuant to the provisions of this chapter.

(5) The applicant is the spouse of a person ineligible for a license pursuant to the provisions of divisions (J)(2) and (3) of this section or who, in the judgement of the Council, is not the real party in interest or beneficial owner of the business to be operated, under the license.

(6) The applicant fails to provide any information required on the city license application, or provides false or misleading information.

(7) The applicant or license holder has outstanding fines, penalties or property taxes owed to the city.

(8) The location of the business is not within a commercial or industrial district where retail is allowed.

(K) The city shall conduct a background investigation on all new applications and applications to transfer a license. The city may conduct a background and financial check on an application for a renewal of a license if it is in the public interest to do so. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this article and the city shall provide the person with a notice of revocation, along with information on the right to appeal.

(Ord. 331, passed 11-7-22)

121.09 ADMINISTRATIVE PENALTIES.

(A) If a licensee or employee of a licensee sells, gives, or otherwise furnishes licensed products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of \$300. An administrative penalty of \$600 shall be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of \$1,000 shall be imposed and the licensee shall lose the licensee's authorization to sell licensed products for a period of not less than 30 days nor more than one year. The loss of authorization shall be accomplished by a combination, if necessary, of a suspension of the licensee's then existing authorization and an order prohibiting renewal of the licensee's license for the prescribed period. No suspension, revocation or other penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation

and an opportunity for a hearing before the City Council. A decision that a violation has occurred must be in writing.

(B) An individual who sells, gives, or otherwise furnishes licensed products to a person under the age of 21 years shall be charged an administrative penalty of \$50. No penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before the City Council. A decision that a violation has occurred must be in writing.

Action recommended: Issuance of administrative penalty of \$300 to Schultzy's Restaurant Group LLC dba: 1319 Woodfire Tavern for violation of Ordinance 121.03 License Required.



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Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen, Police Chief / Emergency Manager

Date: Thursday August 29, 2024

Subject: Temporary Patio Extension and Outdoor Music request by Giesenbräu Bier Co LLC

Giesenbräu Bier Co LLC made a request for a premises extension for consumption of alcohol and outdoor music for October 4th and 5th from Noon – 10 p.m. This event is an annual Oktoberfest Celebration. The event will be in a fenced in area on the west side of the building with access from the double doors on the west side of building.

Erin Franklin Hutton provided a certificate of insurance as proof of extended liquor liability insurance for the outside property and provided the permit fees for the event. Consumption of alcoholic beverages in non-glass containers would be allowed inside the fenced in area. Serving of alcohol will be contained within the building. Attached is a map which indicates the fence placement. This event will have the same layout as the previously approved Oktoberfest and ALS fundraiser events.

The following conditions are set forth to control alcohol access for underage consumption:

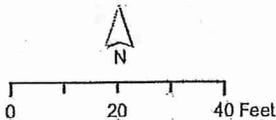
- Outdoor event will take place during business hours Friday, October 4th and Saturday October 5th, 2024 (12:00 PM to 10:00 PM)
- Consumption of alcoholic beverages in non-glass sealed containers would be allowed in the fenced in area. All other serving of alcohol will be contained within the building.
- Outdoor music may be played until 8:00 PM.
- The fence will be installed prior to event, with contact points to the building (or semi-permanent structure) affixed in a manner that does not allow for easy access through that contact point.
- The “fenced in area” will be accessible through the business entrance. The business entry will be monitored by employees to aid in monitoring for unlawful consumption and maintaining control of the consumption area.
- All guests will be identified by photo id, guests over 21 will wear wristbands

Action recommended: Approval of Temporary Patio Extension and Outdoor Music request on October 4th and October 5th, 2024, from Noon – 10 p.m. by Giesenbräu Bier Co LLC with the above conditions.

Site Map



Prepared by:
 City of New Prague
 Planning Department
 Date: 8/22/18
 For Reference Purposes Only.



Disclaimer: This map was prepared using the City's GIS and is based on the County and City Street Data maintained by the County and City. While the City believes that the data is accurate, the City does not warrant that data in the GIS is error free and the City does not represent that the GIS data can be used for purposes such as navigation or any other purpose requiring the exact measurement of distance and direction or the precise depiction of geographic features. This disclaimer is pursuant to Minnesota Statutes 466.03 Subd. 21. The user of this map acknowledges that the City shall not be liable for any damages that may arise from this map or the information it contains.



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Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen, Chief of Police/Emergency Manager

Date: Tuesday, August 27, 2024

Subject: Giesenbräu Alcohol Compliance Violation

On August 13th, 2024, the New Prague Police Department conducted alcohol compliance checks with businesses that have a current liquor license issued by the City of New Prague. Giesenbräu Bier Co. made an underage sale of alcohol to a Confidential Source (CS). The employee did not ask for identification before making the alcohol sale. The owner of Giesenbräu Bier Co. was notified of the sale and provided information on the administrative process. Giesenbräu Bier Co. has not had an alcohol violation within the previous 36-month period. The report will be forwarded for criminal prosecution review of: 340A.503 PERSONS UNDER 21; ILLEGAL ACTS.

In accordance with city ordinance 110.23 SUSPENSION AND REVOCATION; The civil penalty and/or suspension and revocation imposed pursuant to this section shall be based on the licensee's total number of violations at the specific location at which the violation occurred, within the preceding 36-month period as follows:

- (a) First violation: \$500.
- (b) Second violation: \$1,000, plus 2-day suspension of license.
- (c) Third violation: \$2,000, plus 10-day suspension of license.
- (d) Fourth violation: The license will be revoked.

Recommended Action:

Giesenbräu Bier Co. pays civil penalty of \$500 for violation of New Prague City Ordinance 110.23 (A)(1)(a).

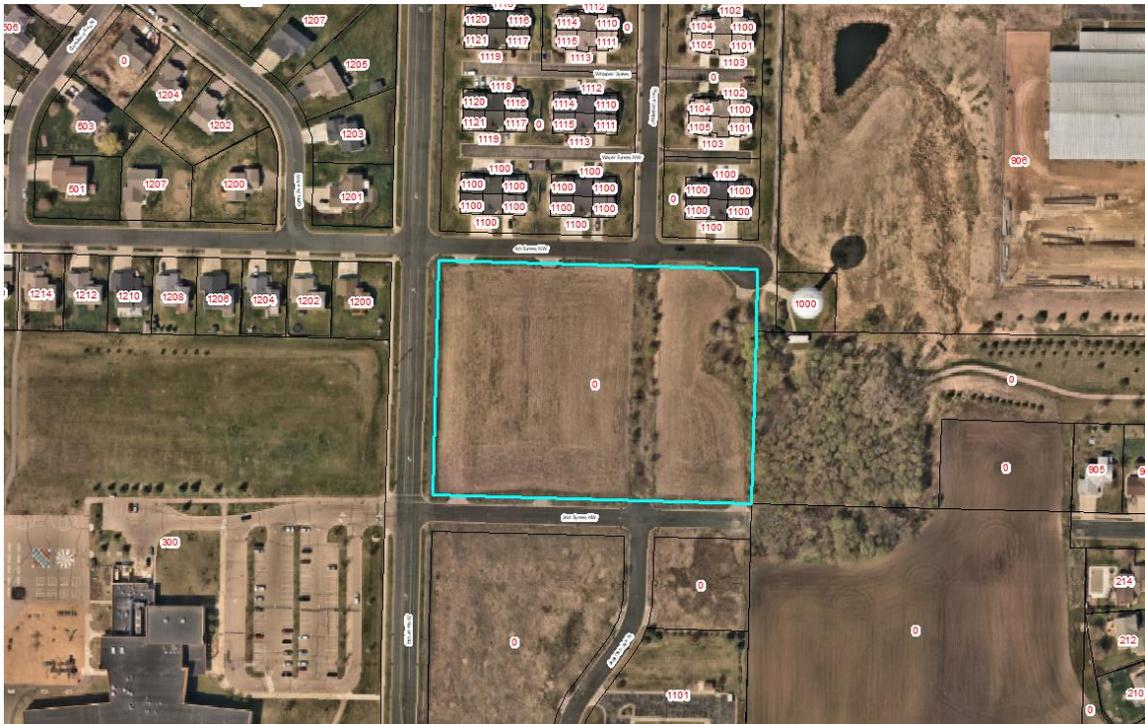


118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: INTRODUCTION OF POSSIBLE +/- 155 UNIT MARKET RATE APARTMENT BUILDING AND POSSIBLE TAX ABATEMENT – AS PROPOSED BY YELLOW TREE
DATE: AUGUST 29, 2024

This memo is being written to introduce a possible +/- 155 unit market rate apartment development that could occur on PID 25.113.0050 (Outlot C, Raven Stream Village Third Addition) which is a 4.86 acre vacant lot near Raven Stream Elementary.



The current owner of the property is JRD Holdings, LLC with whom Yellow Tree has a purchase agreement. The property is currently zoned RM Medium Density Residential and has utilities directly adjacent to the site. Since the property is currently an outlot, it does need to be platted and the site

would also need to be rezoned to RH High Density Residential (which is a recommendation of the draft Comprehensive Plan update) to accommodate +/- 155 units.

The developer is currently completing their due diligence on the property and this includes an inquiry to the City Council regarding their request for Tax Abatement to close the financial gap that exists to make the project a reality. Attached is a memo from Mikaela Huot with Baker Tilly, who is the City's financial consultant, regarding the tax abatement request and how said request could be accommodated. Ms. Huot will also be in attendance at the meeting to discuss her memo. Also attached to this memo is Yellow Tree's Company Profile which includes a listing of awards and publications that they have appeared in.

At tonight's meeting, this is intended only to be an introduction to the project and an introduction to possible housing tax abatement. If there is council concurrence in general on the project, specifically interest in participating in tax abatement, staff would continue to work with the Yellow Tree, Baker Tilly and also discuss possible participation with the School District and Scott County in the tax abatement to share the tax burden among all three entities.

Staff Recommendation

Staff recommends hearing the overview of the possible +/- 155-unit market rate apartment building including possibly providing housing tax abatement and provide direction to staff regarding the project and tax abatement going forward.



Memo

To: Members of New Prague City Council
Joshua Tetzlaff, Ken Ondich, Robin Pikal, City of New Prague

From: Mikaela Huot, Director, BTMA

Date: September 3, 2024

Subject: Preliminary Tax Abatement Revenue Projections and Financial Analysis for Proposed New 155-Unit Multifamily Market Rate Housing Project

Executive Summary

The City of New Prague (the “City”) has been approached by Yellow Tree (the “developer”) regarding construction of a proposed 155-unit multifamily residential rental housing development in the City and need for public assistance. The developer has estimated the total development cost to be \$39,870,000 and the City has received preliminary taxable value estimates from the County in the range of \$34,875,000 - \$37,200,000 resulting in total taxes between \$449,432 and \$479,394. The developer has requested assistance through tax abatement that would provide additional cash flow to the project as necessary to meet minimum debt coverage and equity returns. The developer’s request for assistance for the project is annual tax abatement revenues of approximately \$299,650. As illustrated in Table 2 on page 4, 100% of the City’s share of taxes based on a taxable value of \$34,875,000 is projected to generate approximately \$184,257 in annual tax abatement revenues. For the project to be financially feasible and meet the developer’s request based on the preliminary financial gap, participation of up to 100% of City only tax abatement assistance plus participation by the County and School District would be required. The actual percentage of pledged City participation amounts would subject to participation by one or more other taxing entities to result in annual cash flow assistance of approximately \$299,650. Tax abatement is a financing tool the City may consider utilizing to provide cash flow assistance to the project as a portion of the taxes paid by the developer would be rebated back subject to terms of an agreement.

Prior to granting a tax abatement, the City will need to determine that the benefits gained equal or exceed the cost to the City and the abatement is in the public interest. There is not a statutorily required ‘but-for test; however, many communities consider incorporating a determination that the project as proposed would not proceed without public assistance as well as consideration of increased market value of the property to be developed. When reviewing requests for financial assistance it is important to understand how the level of financial assistance would impact the ability of the project to proceed as proposed and maximize new value created on the current project site.

Review of the sources and uses and operating proforma based on the developer assumptions with pay-as-you-go assistance as compared to no assistance provides an understanding of financial feasibility for this project and need for public assistance. The purpose of the analysis is to test the level of assistance that may be needed using those assumptions and if the recommended structure is reasonable while remaining consistent with the City’s objectives for providing assistance.

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Based on the financial analysis and available financing assumptions, without financial assistance, the project does not appear to be feasible due to the projected cash flow projections. Without assistance, the projected cash flow is less than what would be necessary to support the level of debt financing and equity investment required for this type of project. The analysis indicates that the provided financing structure without assistance would not be financially viable without one or more of the following: 1) reduction in project costs 2) additional annual cash flow (tax abatement revenues), and/or 3) additional funding sources. With annual public assistance, the project is projected to be more financially feasible by providing additional cash flow (annual tax abatement revenues) to the project. Public assistance is projected to have a positive impact on what the projected returns for the project could be as compared to no assistance.

The purpose of the memorandum is to provide a summary of the financial review of the development project costs and sources of revenue and operating pro forma as provided by the developer to provide preliminary tax abatement revenue projections based on varying assumptions for levels of participation by the City and potentially other taxing entities (subject to future discussions and considerations) and assist the City with understanding if public assistance is necessary. We anticipate further analysis and discussion to determine an appropriate level of public assistance that may be considered based on other taxing entity participation and project need for assistance over 15 years. Should the City choose to provide assistance, annual tax abatement revenues generated by the project would be remitted back to the developer to provide additional cash flow.

Developer Request for Assistance

The developer has requested assistance from the City through tax abatement with an estimated annual amount of approximately \$299,650 based on taxes due of \$399,534. The total development costs are approximately \$39,870,000. Upfront funding sources to support development costs include construction financing and developer equity. The primary loan is approximately 70% of total funding sources and investor equity would be 30%. We would expect to see the primary debt financing percent in the range of 60-75%, subject to availability of net operating income with the remaining sources as secondary mortgage, equity or grants, as applicable. The overall project performance without assistance is lower than typical lenders and investors would tolerate, thus resulting in a financial gap. Due to the current market environment and interest rates, annual debt service payments are higher with increased interest costs and lower overall funding amounts.

Total project costs that cannot be supported solely by the project alone could justify the need for public financial assistance and allow the project to proceed as proposed. In addition, current market conditions of increased interest rates requiring reduced debt financing and increased equity amounts have resulted in higher funding gaps. Tax abatement from the City would provide an additional funding source to the project that would facilitate the developer being able to obtain an appropriate level of upfront debt and equity funding and meet minimum debt coverage and investor return metrics. Summary of the sources and uses of funds is illustrated in Table 1 below.

The recommendation for a reasonable level of public assistance is balanced by a combination of public benefit and projected financial cash flow performance of the project, public policy guidelines/considerations and potential financial parameters as further outlined below:

- Return on Investment: *(City benefits)*
- Purchase price and other development costs: *(reasonable ranges and supported by project)*
- Public to private investment: *(public participation limit of 10%)*
- Public assistance and private equity: *(public does not exceed private equity)*
- Extraordinary costs: *(new development)*
- Financial gap: *(limit on private debt and equity)*
- Market conditions *(financing limitations)*
- Term of assistance: *(up to 15-20 years)*
- Other identified public improvements: *(case by case basis to be determined)*

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Sources and Uses of Funds

The proposed total development cost of the project is estimated to be \$39,870,000 and is summarized below.

Table 1: Sources and Uses of Funds

<u>Sources</u>		<u>Uses</u>			<u>Percent</u>	<u>Per Unit</u>
Bank Loan	27,909,000	70.00%	Land	1,100,000	2.76%	7,097
Equity	11,961,000	30.00%	Construction	32,550,000	81.64%	210,000
Grants	-	0.00%	Construction Contingent	1,000,000	2.51%	6,452
Deferred Developer Fee	-	0.00%	Soft Costs	1,270,000	3.19%	8,194
			Construction Loan Interest	1,800,000	4.51%	11,613
			Closing Costs	500,000	1.25%	3,226
			Operating Reserve	250,000	0.63%	1,613
			Developer Fee	1,400,000	3.51%	9,032
			Other		0.00%	-
					0.00%	-
					0.00%	-
					0.00%	-
Total	39,870,000	100.00%	Total	39,870,000	100.00%	257,226

Operating Assumptions

The developer provided a breakdown of the projected revenues from the individual unit types for the residential housing units based on number of bedrooms (studio, 1, 1+, 2, 2+ and 3-bedrooms). The estimated range is rents for each unit type of \$1,275, \$1,400, \$1,650, \$1,900, \$2,200 and \$2,300. The estimated operating revenues and expenditures include 3% annual inflationary increases and 5% stabilized vacancy rates (revenues). Total operating expense ratio for the residential project component is approximately 40% annually. Assumptions utilized for the operating proforma are generally reasonable as compared to industry standards and may warrant additional analysis as the project proceeds.

Tax Abatement Analysis

The following assumptions were used to estimate the amount of projected tax abatement revenues based on the respective taxing entity participants:

- Total project area
 - Parcel ID: 24.113.0050
- Total estimated base value of \$131,200
 - Assumed existing land value would be calculated as 'base'
- Estimated total taxable value upon completion (including base)
 - \$34,875,000 classified as residential rental
- Maximum term of tax abatement
 - 15 years with 3 taxing entity participation (City, County and School District)
 - 20 years with 1 or 2 taxing entity participation
- Anticipated term of tax abatement based on initial review
 - Up to 15 years with 100% City only
 - Up to 15 years with 75% City and School District share pledged
 - Up to 15 years with 75% City, County and ISD #721 share pledged
 - Sliding scale (reduced percentages in future years anticipated for all scenarios subject to further analysis and discussion)
- Construction commences in 2025 and completes in 2026
 - 100% assessed in January of 2027 for taxes payable in 2028

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- Tax rates, class rates and future market values remain constant
 - Tax rates
 - City share: 42.427%
 - County share: 26.126%
 - ISD #721 share: 20.264%
 - 1.25% class rates for residential rental
 - 0% annual market value inflator

Table 2: Tax Abatement Revenue Estimates

Tax Abatement Revenue Projections	
Total Estimated Taxable Value	\$34,875,000
Scenario 1: City Only Participation 100% 15 Years	
City Share Total Estimated Annual Revenue Full Buildout	\$184,257
County Share Total Estimated Annual Revenue Full Buildout	\$0
School Share Total Estimated Annual Revenue Full Buildout	\$0
Total Gross Annual Revenues	\$184,527
Estimated City Share (15 Years)	\$2,763,858
Estimated County Share (15 Years)	\$0
Estimated School District Share (15 Years)	\$0
Total over 15 Years	\$2,763,858
Scenario 2: City and School District Participation 75% 15 Years	
City Share Total Estimated Annual Revenue Full Buildout	\$138,193
County Share Total Estimated Annual Revenue Full Buildout	\$0
School Share Total Estimated Annual Revenue Full Buildout	\$66,004
Total Gross Annual Revenues	\$204,196
Estimated City Share (15 Years)	\$1,842,572
Estimated County Share (15 Years)	\$0
Estimated School District Share (15 Years)	\$880,047
Total over 15 Years	\$2,722,620
Scenario 3: City County and School District 75% 15 Years	
City Share Total Estimated Annual Revenue Full Buildout	\$138,193
County Share Total Estimated Annual Revenue Full Buildout	\$85,098
School Share Total Estimated Annual Revenue Full Buildout	\$66,004
Total Gross Annual Revenues	\$289,295
Estimated City Share (15 Years)	\$2,072,894
Estimated County Share (15 Years)	\$1,276,476
Estimated School District Share (15 Years)	\$990,053
Total over 15 Years	\$4,339,424

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Based on current development assumptions, Scenario 3 with 75% participation by all three taxing entities (City, County and School District) would generate tax abatement revenues of \$289,295 and would be in an amount close to the developer's request for assistance of \$299,650. It is important to note that granting of a tax abatement requires review and approval by each participating entity. Therefore, any approving participation levels and amounts would be subject to obtaining approval, after following establishment process. The annual percentage pledged to the project by each entity could also be reduced from 75% in later years as overall project cash flow stabilizes and increases. Additional review of terms would be determined based on project financing approvals.

There is a statutory limit on the total amount of property taxes that may be abated by a political subdivision. The City's annual property tax abatement may not exceed (1) ten percent of the net tax capacity of the political subdivision for the taxes payable year to which the abatement applies, or (2) \$200,000, whichever is greater. We estimate the total City share of tax abatement from this project could be up to \$184,257 with 100% participation based on a taxable value of \$34,875,000. We recommend consideration for both existing abatements and potential future abatements as it relates to the City's maximum participation level on an ongoing basis. The City's 2024 taxable net tax capacity is \$11,371,733 allowing for the City's total tax abatement capacity of approximately \$1,137,173.

Project Financing

There are generally two ways in which assistance can be provided for most projects, either upfront or on a pay-as-you-go basis. With upfront financing, the City would finance a portion of the applicant's initial project costs through the issuance of bonds or as an internal loan. Future tax abatements would be levied for collection by the City and used to pay debt service on the bonds or repayment of the internal loan. With pay-as-you-go financing, the developer would finance all project costs upfront and would be reimbursed over time for a portion of those costs as revenues are available.

Pay-as-you-go-financing is generally more acceptable than upfront financing for the City because it shifts the risk for repayment to the developer. If revenues are less than originally projected, the developer receives less and therefore bears the risk of not being reimbursed the full amount of their financing. However, in some cases pay as you go financing may not be financially feasible. With bonds, the City would still need to make debt service payments and would have to use other sources to fill any shortfall of revenues. With internal financing, the City reimburses the loan with future revenue collections and may risk not repaying itself in full if revenues are not sufficient. The City has historically financed projects as pay-as-you-go for reimbursement to the developer of eligible costs. The request for assistance as related to this project would be as annual reimbursement/remittance based on a determination of a certain percentage of pledged annual abatements.

Conclusion

The developer has requested financial assistance as related to construction of a new 155-unit multifamily housing project that would include studios, 1 bedroom, 1 plus den, 2 bedrooms, 2 plus den and 3-bedroom units. The total development cost for the project is \$39,870,000 and the request for financial assistance is annual tax abatement assistance with an estimated annual amount of \$299,650. The project would be funded by approximately 70% debt (based on LTC ratio) with remaining sources being private equity or public assistance. The project has a financial gap and is seeking financial assistance from the City to close it. Through submission of the tax abatement request and supporting financial information, the developer has indicated that the project would not occur as proposed without financial assistance from the City due to below market rates of equity returns and debt financing.

Following analysis of the developer's financing assumptions and considering current market environment, without financial assistance, the project would not be financially feasible. However, the level of public assistance as requested is projected to have positive impact on the project performance. Without any public assistance, the projected debt coverage ratios are projected to be below industry standards. The analysis indicates that the provided financing structure would not be financially viable without one or more of the following: 1) reduction in project costs 2) additional annual cash flow (tax abatement revenues), and/or 3) additional funding sources (grant/low interest financing).

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With public assistance through tax abatement assistance with additional annual cash flow, the project is projected to achieve higher debt coverage and returns. The project is projected to have sufficient cash flow after debt service and a structure that provides additional annual revenues. There are ranges of what would be considered market returns and are generally subject to the project type, market indicators, investor demands and financing structure. The level of public assistance is expected to have positive impact on projected returns for the project.

Considered parameters for level of public assistance include the following:

- Return on Investment: *(City benefits)*
- Purchase price and other development costs: *(reasonable ranges and supported by project)*
- Public to private investment: *(public participation limit of 10%)*
- Public assistance and private equity: *(public does not exceed private equity)*
- Extraordinary costs: *(new development)*
- Financial gap: *(limit on private debt and equity)*
- Market conditions *(financing limitations)*
- Term of assistance: *(up to 15-20 years)*
- Other identified public improvements: *(case by case basis to be determined)*

The developer has requested tax abatement from the City as a method of providing additional cash flow revenues required to achieve financial feasibility. Assistance may be provided through a pledge of annual tax abatement to provide additional cash flow to support debt repayment, enhance cash flow and increase the developer's return. We typically review both the annual (upon stabilization) and longer-term (10-year period) investment returns to understand financial performance and verification of need for public assistance, as well as identifying those costs considered extraordinary to the project.

Thank you for the opportunity to be of assistance to the City of New Prague. Please contact me at 651-223-3036 or mikaela.huot@bakertilly.com with any questions or to discuss.

Definition of Tax Abatement

Any political subdivision, including statutory cities, home rule charter cities, towns, counties, and school districts, is authorized to abate property taxes on selected parcels or defer the payments of the taxes and abate the interest and penalty that otherwise would apply, if:

- The benefits gained equal or exceed the cost to the political subdivision or the abatement phases in a property tax increase, and
- The abatement is in the public interest because it will:
 - increases or preserves the tax base;
 - provides employment opportunities;
 - provides or helps acquire or construct public facilities;
 - helps redevelop or renew blighted areas;
 - helps provide access to services;
 - finances or provides for public infrastructure;
 - phase in a property tax increase on the parcel resulting from an increase of 50% or more in one year on the estimated market value of the parcel, other than an increase due to improvement of the parcel; or
 - stabilize the tax base through equalization of property tax revenues for a specified time period with respect to a taxpayer whose real and personal property is subject to valuation under Minnesota Rules, chapter 8100.

Cities, counties, and school districts as combined jurisdictions may grant an abatement for no longer than 15 years (8 year maximum if no initial duration is specified), or for no longer than 20 years if two or fewer jurisdictions participate.

No back-to-back abatements. Eight years must pass before a new abatement can be applied.

In any given year, the total amount of property taxes abated by a political subdivision for all parcels may not exceed the greater of (1) 10% of the net tax capacity of the political subdivision for the taxes payable year to which the abatement applies, or (2) \$200,000.

The State will not reimburse school districts for lost taxes resulting from abatement.

Property in a tax increment financing district is not eligible for abatement; however, a tax abatement can be established following a tax increment district (as the proposed financing structure for this project).

Projected Tax Abatement Report

**City of New Prague, Minnesota
 Proposed Tax Abatement Assistance
 155 Unit Apartment Complex
 Draft Abatement Revenues: \$34.875M new taxable value**

Annual Period Ending	Total Market Value ⁽¹⁾	Total Net Tax Capacity ⁽²⁾	Less: Non-Abated Net Tax Capacity ⁽³⁾	Retained Captured Net Tax Capacity	Times: Tax Capacity Rate ⁽⁴⁾	Estimated Annual Property Taxes	Maximum Tax Abatement City * 42.43%	Maximum Tax Abatement County * 26.13%	Maximum Tax Abatement School * 20.26%	Estimated Project Abatement		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
12/31/28	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/29	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/30	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/31	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/32	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/33	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/34	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/35	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/36	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/37	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/38	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/39	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/40	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/41	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
12/31/42	34,875,000	435,938	1,640	434,298	91.649%	398,031	100%	184,257	0%	0	0	184,257
						\$5,970,465		\$2,763,858		\$0	\$0	\$2,763,858

⁽¹⁾ Total estimated market value based on preliminary value estimate following review by County Assessor very preliminary and subject to further review. Includes 0% annual market value inflator
⁽²⁾ Total net tax capacity based on rental class rate of 1.25%
⁽³⁾ Original net tax capacity based does include existing land value
⁽⁴⁾ Local tax capacity rate for the City of New Prague, Scott County and ISD 721 for taxes payable 2024

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155 Unit Apartment Complex
Draft Abatement Revenues: \$34.875M new taxable value**

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12/31/29	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	0%	0	75%	66,004	204,196
12/31/30	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	0%	0	75%	66,004	204,196
12/31/31	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	0%	0	75%	66,004	204,196
12/31/32	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	0%	0	75%	66,004	204,196
12/31/33	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	0%	0	75%	66,004	204,196
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12/31/37	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	0%	0	75%	66,004	204,196
12/31/38	34,875,000	435,938	1,640	434,298	91.649%	398,031	50%	92,129	0%	0	50%	44,002	136,131
12/31/39	34,875,000	435,938	1,640	434,298	91.649%	398,031	50%	92,129	0%	0	50%	44,002	136,131
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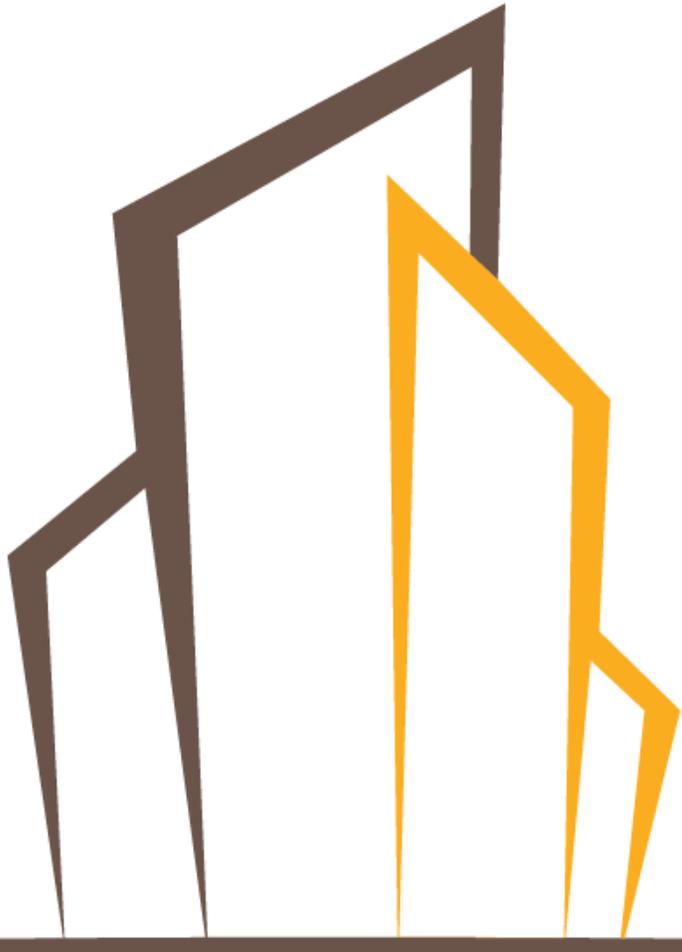
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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
12/31/28	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/29	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/30	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/31	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/32	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/33	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/34	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/35	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/36	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/37	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/38	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/39	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/40	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/41	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
12/31/42	34,875,000	435,938	1,640	434,298	91.649%	398,031	75%	138,193	75%	66,004	289,295	
						\$5,970,465		\$2,072,894		\$1,276,476	\$990,053	\$4,339,424

⁽¹⁾ Total estimated market value based on preliminary value estimate following review by County Assessor very preliminary and subject to further review. Includes 0% annual market value inflator
⁽²⁾ Total net tax capacity based on rental class rate of 1.25%
⁽³⁾ Original net tax capacity based does include existing land value
⁽⁴⁾ Local tax capacity rate for the City of New Prague, Scott County and ISD 721 for taxes payable 2024

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC



YELLOW TREE

DEVELOPER | INVESTOR | BUILDER

COMPANY PROFILE

Let's build something together

By the Numbers

YELLOW TREE is an award-winning Minneapolis-based real estate development, construction, and property management firm, specializing in the revitalization of underutilized urban properties. With over 30 buildings and 2,300 units completed since 2018, our experienced team thrives on community-focused projects, and has invested over \$504 million in the Twin Cities.

Navigating complex urban builds is our forte. As owner, developer, manager, and builder, we guide you from project inception to occupancy, offering our unique real estate expertise. We partner with like-minded investors to develop and manage a diverse \$237 million portfolio of commercial and residential properties, all with emphasis on long-term profitability.

Our leadership team has over 100 years of combined experience, adept at managing projects of any scale. We collaborate with top architects, engineers, and subcontractors to ensure quality-focused, visually captivating commercial builds and renovations. Our specialized design-build process offers a single point of contact, which streamlines efficiency and reduces fees, resulting in faster delivery and maximized project value.

Our full-service property management department oversees 26 properties encompassing a \$330 million portfolio of housing across the Twin Cities metro area, from single family homes to large developments. Our reputation rests on tailored, responsive service delivered by our dedicated property managers and in-house maintenance techs, available 24/7, that are committed to accelerating your community's occupancy and profitability.

- 30**
New Builds
- 2,314**
Units
- 14**
Developments
- 237M**
Development Portfolio
- 15**
Remodels
- 26**
Properties Managed
- 330M**
Housing Portfolio
- 8**
Awards Received

LEADERSHIP TEAM



Bryan Walters
**Co-Founder & Operations
Manager**

Bryan has over 15 years of experience in executive oversight of the company's development, construction and property management divisions. He is responsible for day-to-day operations and is a member of the NAR & Minneapolis Association of Realtors.



Robb Lubenow
**Co-Founder &
Development Lead**

Robb has over 15 years of development & investment experience, and 20 years of commercial construction experience. He focuses on strategic planning, real estate investment strategies and capital formation.



Kirk Pennings
**President of Construction
Services**

Kirk has over 20 years of experience in the construction industry and has served in leadership positions at Opus Group and Target Corp. Kirk oversees project management, field staff, client acquisition, and preconstruction efforts.



Don Brown
**President of Property
Management**

Don joined Yellow Tree in 2019 after building the foundations as the Vice President of Residential Management for Doran. With over 20 years of experience, he provides senior leadership, asset management and operational oversight for YTPM.



Vishal Dutt
Development Partner

Vishal Dutt joined the Yellow Tree team in 2023, taking a key role in shaping and implementing Yellow Tree's development business strategy. His responsibilities include identifying new investment prospects and sourcing project debt and equity.



Tiffany Lavigne
Financial Controller

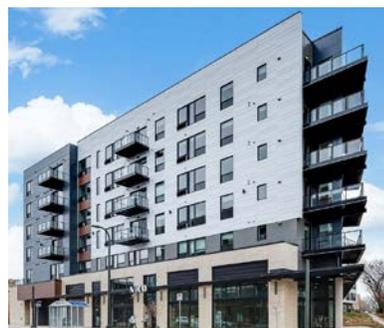
Tiffany Lavigne joined Yellow Tree in 2023 as the Financial Controller. She is responsible for all accounting matters of Yellow Tree Construction, Yellow Tree Development, and Yellow Tree Property Management.

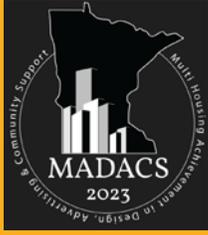
New Developments	Units	Year Built
The Central*	49	2018
The Whit*	74	2018
Jax*	65	2019
Nico East*	147	2019
MN46	54	2020
Overland*	63	2020
Odie*	67	2020
29 Bryant*	91	2020
Kolo	41	2020
Lumos*	74	2021
Nox*	84	2021
Alexander*	77	2021
Sawyer	49	2021
Verso	29	2021
Aubrey	47	2022
Cityline	102	2022
Deco265	100	2022
Midline*	156	2022
Nico West*	126	2022
The Abbey*	126	2022
Marshall St Townhomes	7	2022
Wakpada	126	2022
Volo at TexaTonka	111	2023
1000 Main St	49	2023
Huck	83	2023
Juliette*	113	2023
Akin	204	2023
Farmington*	185	2025
Peltier Reserve*	242	2025
*Yellow Tree Developments Total:	2741	

Remodels	Year Built
The Arrive Clubhouse	2017
Jackalope Tattoo	2018
Blair Apartment Common Areas	2018
FIT (Grand St Commons)	2018
Grizzly's Pizza	2019
Riverside Adult Day Center	2019
Colonial Villa Clubhouse Addition	2020
1836 Daycare	2021
Dela Beauty Supply	2021
Dela's Beauty Supply Expansion	2022
The Hair Creative	2022
Thompson Exteriors Office	2023
Jackalope Tattoo Expansion	2023
Avalon Cove Clubhouse	2023
Sunset Trail Clubhouse	2023

FEATURED PROJECTS

Section 5, Item a.





Awards

MN Real Estate Journal 2024 Suburban Multifamily West: <i>Volo at TexaTonka</i>
MN Real Estate Journal 2024 Urban Multifamily Minneapolis South: <i>Akin</i>
CoStar’s 2023 Impact Award: <i>The Abbey</i>
Finance & Commerce Top Projects of 2022: <i>The Abbey</i>
Finance & Commerce Top Projects of 2022: <i>Wakpada Apartments</i>
CoStar’s 2022 Multifamily Development of the Year: <i>The Abbey</i>
2023 Minneapolis Preservation Award: <i>The Abbey</i>
MADACS: YTPM - <i>2022 Top Maintenance Supervisor</i>
MADACS: YTCS - <i>2021 Best Innovation</i>
Real Estate Journal 2021 Multifamily Finalist: <i>Kolo</i>
Real Estate Journal 2021 Multifamily Finalist: <i>MN46</i>
Real Estate Journal 2021 Multifamily Finalist: <i>Odie</i>
Finance & Commerce Top 2020 Projects: <i>Kolo Apartments</i>

‘The company’s full range of in-house capabilities gives it an edge in a time of rising prices and supply chain glitches, Lubenow said. “Being fully integrated is important, so we can see those issues early on and have time to adapt.”’

- The POWER 30: Developers 2022, Finance & Commerce Dec. 22, 2022

Publications

<i>Top Projects of 2022</i> , Finance & Commerce
<i>Notable Projects Finished in 2022</i> , Finance & Commerce
<i>The POWER 30: Developers 2022</i> , Finance & Commerce
<i>New Housing Pitched near 50th & France</i> , Finance & Commerce
<i>The POWER 30: Developers 2021</i> , Finance & Commerce
<i>Historic Mansion at Project’s Core</i> , Finance & Commerce
<i>YT Acquires Land for Uptown Apartments</i> , Finance & Commerce
<i>Paster, Yellow Tree Team Up</i> , Finance & Commerce
<i>Developer Say Eased Parking Rules Foster Building Boom</i> , Finance & Commerce
<i>Q&A with Yellow Tree Co-Found Robb Lubenow</i> , Finance & Commerce
<i>Developer Yellow Tree Takes Root Near Blue Line</i> , Finance & Commerce
<i>Here’s the Macro View on Micro Apartment Trend</i> , Finance & Commerce
<i>Yellow Tree sells vintage apartments After Major Rehab</i> , Finance & Commerce
<i>Four More Apartment Projects Pitched for Minneapolis</i> , Finance & Commerce

“Yellow Tree’s commitment to excellence, unwavering professionalism, and attention to detail have made my construction experience truly outstanding. From the initial consultation to the final nail, Yellow Tree demonstrated a level of expertise that surpassed my expectations. Their team of skilled professionals exhibited a rare combination of efficiency and precision, turning our vision into a reality. I wholeheartedly recommend Yellow Tree to anyone seeking a construction partner. Their professionalism, expertise, and client-centric approach set them apart in the industry. Working with them has been a pleasure, and I am grateful for the exceptional service they provided.”

- Daniel Perkins, Perkins Levin Real Estate Development

“It’s been a pleasure to work with Yellow Tree throughout each phase of the construction process. Their development expertise is incredibly valuable, they offer open and clear communication in providing solutions to unexpected issues, and they deliver a quality product on a timeline. In an industry where integrity and honesty are so critically important to the end results, it’s clear that Yellow Tree upholds these values within all levels of the company. I look forward to working with Yellow Tree on more projects in the future. “

- Chad Tepley, President of CDT Realty Corporation



For more information on Yellow Tree,
please visit our website:

YellowTreeCorp.com

CONTACT US

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Kirk Pennings
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Robb Lubenow
(612) 600-0062

Don Brown
(651) 270-6005



YELLOW TREE

DEVELOPER | INVESTOR | BUILDER

Section 5, Item a.

Awards

- CoStar's 2023 Impact Award; The Abbey
- Finance & Commerce Top Projects of 2022: The Abbey
- CoStar's 2022 Multifamily Development of the Year; The Abbey
- 2023 Minneapolis Preservation Award; The Abbey
- MADACS 2022 YTPM - Top Maintenance Supervisor
- MADACS 2021 YTCS - Best Innovation
- Top 2022 Projects; Wapakada Apartments
- Top 2020 Projects; Kolo Apartments
- Real Estate Journal Multifamily Finalist - Kolo
- Real Estate Journal Multifamily Finalist - MN46
- Real Estate Journal Multifamily Finalist - Odie

Publications

- Top Projects of 2022
- Finance & Commerce - July 21, 2023
- Notable Projects Finished in 2022,
- Finance & Commerce - July 21, 2023
- The POWER 30: Developers 2022,
- Finance & Commerce - Dec 22, 2022
- New Housing Pitched near 50th & France,
- Finance & Commerce - Mar 18, 2022
- The POWER 30: Developers 2021,
- Finance & Commerce - Dec 22, 2021
- Historic Mansion at Project's Core,
- Finance & Commerce - Oct. 21, 2020
- YT Acquires Land for Uptown Apartments,
- Finance & Commerce - June 25, 2020
- Paster, Yellow Tree Team Up,
- Finance & Commerce - March 9, 2020
- Developer Say Eased Parking Rules Foster Building Boom,
- Finance & Commerce - May, 2019
- Q&A: Yellow Tree Co-Found Robb Lubenow envisions a smaller apartment,
- Finance & Commerce - June 7, 2019
- Developer Yellow Tree Takes Root Near Blue Line,
- Finance & Commerce - Oct. 9, 2018
- Here's the Macro View on Micro Apartment Trend,
- Finance & Commerce - Aug. 27, 2018
- Yellow Tree sells vintage apartments After Major Rehab,
- Finance & Commerce - Sep. 15, 2017
- Four More Apartment Projects Pitched for Minneapolis,
- Finance & Commerce - June 27, 2017

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

**CITY OF NEW PRAGUE
RESOLUTION #24-09-03-01**

**2025 STREET AND UTILITY IMPROVEMENT PROJECT
ORDERING IMPROVEMENT AND PREPARATION OF PLANS**

WHEREAS, a resolution of the City Council adopted the 19th day of August, 2024, fixed a date for a council hearing on the proposed 2025 Street and Utility Improvement Project,

AND WHEREAS, ten days’ mailed notice and two weeks’ published notice of the hearing was given, and the hearing was held thereon on the 3rd day of September, 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 19th day of August, 2024.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Short Elliott Hendrickson Inc. (SEH®) is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

Adopted by the council this 3rd day of September, 2024.

Duane J. Jirik
Mayor

ATTEST:

Joshua M. Tetzlaff
City Administrator



Building a Better World
for All of Us®

August 28, 2024

RE: Agreement for Professional Services
Final Design and Bidding
2025 Street and Utility Improvement
Project SEH No. NEWPR 179117

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

Dear Matt:

With completion of the Feasibility Study and Public Hearing, the City Council will consider ordering the improvement and proceeding to preparation of the bidding documents. Please consider this proposal for final design and bidding of the 2025 Street and Utility Improvement Project.

PROJECT SCOPE AND PROPOSED FEES

As approved with the Feasibility Report, the 2025 Project was identified to include:

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

After further review of the project area and award of the Active Transportation Grant from MnDOT State aid, the following changes and additions were made to the proposed project:

- Removal of mill and overlay on 2nd Street NE
- Addition of Lincoln Avenue N between 4th Street NE and 5th Street NE (full reconstruction)
- Addition of sidewalk on 5th Street NE from alley west of Lincoln Avenue N to Pershing Avenue N
- Addition of sidewalk construction on 12th Avenue SE.

Full reconstruction includes replacement of the of the street and utilities (sanitary sewer, water main, and storm sewer) through the existing streets noted above.

This proposal provides final design, plans and specification preparation, and bidding services up to the point of project award. Specific tasks, estimated hours, and apportioned fees are also outlined in detail on the attached task hour budget. The previously completed Feasibility Study should be considered Phase 1 while this proposal should be considered for Phase 2.

Task 1.1/1.2 – Feasibility Study and Topographic Study (\$4,400 Additional)

An amendment of this previously approved task is requested for additional services related to the additional project areas added to the project, specifically the north block of Lincoln Avenue N and sidewalk on 5th Street NE. A fee amendment of \$4,400 is requested to the previously approved \$68,800 to cover the additional costs of survey and other miscellaneous tasks related to the Feasibility Report for this additional work area. Costs related to the sidewalk on 12th Avenue SE, including topographic survey, are included below with Final Design.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

507.388.1989 | 877.316.7636 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Task 2.1 – Final Design / Bidding Documents (\$195,100)

This task is associated with the final design, plan production, and preparation of specifications and bidding documents for the proposed project. This will include 3 progress meetings, 2 utility meetings, and a public Open House. This project includes MnDOT State Aid review and approval, requiring some additional services to meet their requirements for funding. This task also includes topographic survey, design, and submittals for the 12th Avenue SE sidewalk that accounts for approximately \$14,000 of this proposed fee.

Task 2.2 – Bidding Services (\$7,300)

This task is associated with bidding the project through the public bidding process. It is anticipated that the project will be bid electronically only.

Task 3.0 – Right of Way (\$2,000)

Right of entry forms or temporary easements may be needed on 2nd Street NE to accommodate sidewalk construction. An hourly not-to-exceed fee of \$2,000 is included within the proposal and will only be used if requested and with approval. We will not be able to determine the full extent of right-of-way needs until after final design is underway.

PROJECT SCHEDULE

Below is the anticipated project schedule:

Task	Date
Final Design	September 2024 to January 2025
MnDOT State Aid Submittal (Active Transportation)	December 13, 2024
MnDOT State Aid Submittal (Overall)	January 6, 2025
Council Approve Plans for Bid	January 20, 2025
Advertising for Bids	January 30-February 21, 2025
Bid Opening	February 21, 2025
Award Project	March 3, 2025
Construction	April 2025 to October 2025
Assessment Hearing	October 2025

PROPOSED FEES:

We are proposing to provide the services outlined above as follows:

Task 1.0 - Feasibility Study and Topographic Survey	\$4,400 (Hourly, not to exceed)
Task 2.0 - Final Design and Bidding	\$202,400 (Lump Sum)
Task 3.0 - Right of Way Services	\$2,000 (Hourly, not to exceed)

This would be in addition to the previously approved \$68,800 for the feasibility report and topographic study. A future proposal will be provided for construction and post-construction services, after award of the bid. Please contact us with any questions or comments concerning this proposal/agreement.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC



Agreement for Professional Services – Final Design and Bidding
2025 Street and Utility Improvement Project
August 28, 2024
Page 3

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

Attachments

1. Task Hour Budget
2. Supplemental Letter Agreement

cdk

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DETAILED TASK HOUR BUDGET/COST ANALYSIS

	Knudson Civil Engr PE	Kosek Grad Eng EIT	Istvanovich Grad Eng EIT	Voigt Lead RPR	Brinkman Admin Tech	Solomonson Survey	Totals
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Task 1.1 - Project Development and Feasibility Design (Previously approved fee this task): \$68,800 (Previously approved fee)

Task 2.1 - Final Design / Bidding Document Preparation:

Project Management / Project Administration / misc.	80				10		90
Determine alignment/geometric design of street	1	4	4				9
Determine alignment/geometric design of new sidewalks	12	10					22
Arrange, Prepare and attend Utility Coordination meeting #1 / Agenda / Minutes - (Virtual)	1	1	3	3	1		9
Utility coordination on relocations	1			8			9
Edit/finalize street section and geometric design	1	4					5
Edit/finalize profiles	24	80	8				112
Storm sewer layout, design and sizing			96				96
Draft sanitary service and pipe locations			10				10
Review sanitary sewer design requirements / Layout & Tab			10				10
Review storm televising	1			2			3
Review water main design requirements / Layout & Tab / valve locations			6	8			14
Prepare for and attend 30 percent review (Layout) with city staff (Virtual)	4	3	5				12
Determine plan sheet layout and cut plan sheets		1	8				9
Prepare / Review Title Sheet	1	6					7
Prepare / Review Statement of Estimated Quantities Sheets	4						4
Prepare / Review Quantity Tabulation / Structure Schedule Sheets	1	12	12				25
Prepare / Review Typical Sections (1 estimate)	1		6	2			9
Prepare / Review Detail Sheets (2 estimate)	1	1	8	2			12
Prepare / Review Alignment Plan and Coordinate Tabulation		1	4				5
Prepare / Review Intersection Details	1	54	4				59
Prepare / Review Removal Sheet	2		40	2			44
Prepare / Review Plan & Profile (Street, Storm, Water, Sanitary) Sheets	6	128	128				262
Prepare / Review Construction Notes, Standard Plates, etc.	1	8					9
AT Sidewalk - Topo Survey and Field Reviews	1		4			8	13
AT Sidewalk - Alignment/Vertical Design	2		12				14
AT Sidewalk - Plan and Profile and Intersection Details	4		40				44
AT Sidewalk - Quantities and Tabulations			4				4
AT Sidewalk - State Aid Submittal and address comments	1		4				5
Prepare for and attend 60 percent review with city staff - (Virtual)	3		5				8
Arrange and attend Utility Coordination meeting #2 / Agenda / Minutes - (Virtual)	1	1	3	3	1		9
Early Coordinator for Centerpoint Relocation of Utilities / Stake RW			4			8	12
Prepare / Review SWPPP/Turf Establishment Sheets		2	36				38
Prepare / Review Traffic Control Plan	1	12	2				15
Calculate/Review Earthwork		12					12
Takeoff Quantities / Prepare Engineer's Estimate	8	20	20	4	2		54
Prepare for and attend 95 percent review with city staff - (Virtual)	4	3	6				13
Submit Permit applications to MDH			1		1		2
Submit Permit applications to MnDOT	2		4		1		7
Prepare/Review Final Bidding Plans/QA Review	4	8	8	8			28
MnDOT State Aid Hydraulics Calculations and Submittal	4		40				44
MnDOT State Aid Submittal and Revisions		40					40
Prepare/Review/Revise Specifications	24				10		34
Review plans and specifications with city staff & follow up meeting - (Virtual)	4	1	4				9
Prepare/Review/Send City Council Agenda and Resolution Attend CC Meeting	4				2		6
Prepare for and/or attend Design Review Open House with Residents	4		4	4	1		13
Subtotal Hours this Task:	214	412	553	46	29	16	1254
Subtotal Fee this Task:	\$195,100						

Task 2.2 - Bidding Services:

Schedule / Plan bid opening	2				1		3
Finalize Engineer's Estimate / Bidding Items	1		4		2		7
Uploading Final Plans & Specifications to QuestCDN	1		2		2		5
Assist City / Contractors during bidding / Addendum	6	2	2		1		11
Bid Opening - Prepare for / attend / follow up (On-Line Bidding)	2				1		3
Tabulate Bids / Recommendation to City / CC Agenda and Resolution / Attend CC Mtg	4				2		6
Prepare Funding Reviews & Cost Splits with Bid prices	5				1		6
Subtotal Hours this Task:	21	2	8	0	10	0	14511
Subtotal Fee this Task:	\$7,300						

Total Fee Final Design Engineering & Bidding: \$202,400

Exhibit A-1
to Supplemental Letter Agreement
Between City of New Prague (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2
to Supplemental Letter Agreement
Between City of New Prague (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2024

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

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

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

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



Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: August 29, 2024

RE: Project Updates

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

2023 STREET AND UTILITY IMPROVEMENTS PROJECT

Some punch list items remain. Final payment will occur soon.

2024 STREET AND UTILITY IMPROVEMENTS PROJECT

The contractor has completed installation of utilities on Lexington Avenue N and has started work on 6th Street NE. Street crews are following the utility crews and currently working on restoration of the north block of Lexington Avenue N. Concrete curb and gutter on Lexington Avenue N is expected soon.

2025 STREET AND UTILITY IMPROVEMENTS PROJECT

The public hearing is scheduled for the September 3rd council meeting. If council decides to proceed with the project, a resolution is included with the council packet to order the project and preparation of the bidding documents. Also included is a proposal from SEH to design and prepare bidding documents for the project.

cdk
x:\ko\newpr\common\council meetings\090324cc project updates.docx



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: ADOPTION OF ORDINANCE #351 AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE RELATED TO PUBLIC BUILDINGS AND ESSENTIAL SERVICES STRUCTURES
DATE: AUGUST 20, 2024

The Planning Commission has recently considered a zoning ordinance amendment related to essential services structures and public buildings at it’s June and July 2024 meetings which culminated in a public hearing at the July 24, 2024 Planning Commission meeting in which no public comments were received.

The reason for the zoning ordinance amendments to be considered was a recent discussion staff had with the City Attorney regarding what, if any, land use approvals might be needed for the police station addition if it moves forward. The City attorney opined that the existing definition for essential services did not adequately cover facilities such as fire stations, police stations, post offices, etc. even though said definition had been utilized by the city in the past for said uses.

Staff and the Planning Commission developed the attached ordinance which would define public buildings specifically in the zoning ordinance as well as establish what districts they would be permitted or conditional uses as well as specifically calling out essential services structures as conditional uses in certain districts similar to public buildings. Essentially, public buildings and essential services structures would only be permitted uses in the B-3 Highway Commercial and I-1 Light Industrial Districts and would be conditional uses in all other zoning districts.

The City Council introduced and conducted the first reading of the ordinance at the August 19, 2024 City Council meeting.

Recommendation

Staff recommends that the City Council conduct the second reading and adoption Ordinance #351.

ORDINANCE NO. 351

CITY OF NEW PRAGUE

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE ZONING ORDINANCE RELATED TO PUBLIC BUILDINGS AND ESSENTIAL SERVICES STRUCTURES

WHEREAS, the Planning Commission on July 24, 2024 held a public hearing regarding the proposed zoning ordinance amendments relating to public buildings and essential services and forwarded a recommendation for consideration of approval of said amendments; and,

The City of New Prague Ordains:

SECTION 1. Section 302 and Sections 603 through 611 of the City of New Prague Zoning Ordinance is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

302 Definitions

Public Building - Any building held, used, or controlled exclusively for public purposes by any department or branch of government, state, county, or municipal without reference to the ownership of the building or of the realty upon which it is situated. A building belonging to or used by the public for the transaction of public or quasi-public business. For the purposes of this definition, a public building does not include a building located within a city park.

603 RL-90 Single Family Residential District

4. Conditional Uses

- A. Educational buildings and uses including primary and secondary public and private schools and institutions for higher education
- B. Bed and Breakfast Homes
- C. Religious Institution
- D. Nursing homes and assisted living facilities
- E. Any house or other principal structure moved onto a lot
- F. Public Building**
- G. Essential Services Structures**

604 RL-84 Single Family Residential District

4. Conditional Uses

- A. Educational buildings and uses including primary and secondary public and private schools and institutions for higher education
- B. Religious Institution
- C. Nursing homes and assisted living facilities
- D. Bed and breakfast homes, if lot size if 9,000 square feet or larger
- E. Any house or other principal structure moved onto a lot
- F. Public Building**

605 RL-70 Single Family Residential District

- 4. Conditional Uses
 - A. Educational buildings and uses including primary and secondary public and private schools and institutions for higher education
 - B. Religious Institution
 - C. Health Care Facilities
 - D. Nursing homes and assisted living facilities
 - E. Bed and breakfast homes, if lot size if 9,000 square feet or larger
 - F. Any house or other principal structure moved onto a lot
 - G. **Public Building**
 - H. **Essential Services Structures**

606 RM Medium Density Residential District

- 4. Conditional Uses
 - A. Educational buildings and uses including primary and secondary public and private schools and institutions for higher education
 - B. Religious Institution
 - C. Nursing homes and assisted living facilities
 - D. Bed and breakfast homes, if lot size if 9,000 square feet or larger
 - E. Any house or other principal structure moved onto a lot
 - F. **Public Building**
 - G. **Essential Services Structures**

607 RH High Density Residential District

- 4. Conditional Uses
 - A. Manufactured/Modular home parks
 - B. Educational buildings and uses including primary and secondary public and private schools and institutions for higher education
 - C. Religious Institution
 - D. Nursing homes and assisted living facilities
 - E. Bed and breakfast homes, if lot size if 9,000 square feet or larger
 - F. Bed and breakfast inns
 - G. Any house or other principal structure moved onto a lot
 - H. **Public Building**
 - I. **Essential Services Structures**

608 B-1 Central Business District

- 4. Conditional Uses
 - A. Auto repair, minor
 - B. Bed and breakfast inns
 - C. Fuel stations
 - D. Dwelling units, apartments - containing more than five (5) units, and located above the first floor of a building
 - E. Outdoor seating for food service businesses and drinking establishments
 - F. Recreation, commercial

- G. Any principal structure moved onto a lot
- H. Religious institutions
- I. Small Breweries
- J. Public Building**
- K. Essential Services Structures**

609 B-2 Community Commercial District

4. Conditional Uses

- A. Automobile parking lots, parking garages, bus stations
- B. Automobile repair, major
- C. Automobile repair, minor
- D. Bed and breakfast inns
- E. Boat and motorcycle repair
- F. Car washes
- G. Fuel stations
- H. Drinking establishments
- I. Dwelling unit, apartments – must be located above the first floor of a building
- J. Entertainment and amusement facilities
- K. Exterior storage
- L. Funeral homes
- M. Health care facilities
- N. Landscape nurseries and garden supply stores
- O. Motor vehicle and recreation equipment sales
- P. Outdoor seating for food service business and drinking establishments
- Q. Quasi public organizations and fraternal clubs
- R. Recreation, commercial
- S. Religious institutions
- T. Retail center (strip mall)
- U. Veterinary clinic
- V. Any principal structure moved onto a lot
- W. Small Breweries
- X. Public Building**
- Y. Essential Services Structures**

610 B-3 Highway Commercial District

2. Permitted Uses

- A. Drive-thru businesses
- B. Essential services
- C. Hotels
- D. Landscape nurseries and garden supply stores
- E. Motels
- F. Office uses
- G. Physical recreation or training
- H. Public utilities
- I. Recreation, public
- J. Restaurants, Class I
- K. Restaurants, Class II
- L. Restaurants, Class II
- M. Retail and service establishments

- N. Seasonal produce stands
- O. Temporary building / use
- P. Brewpubs
- Q. **Public Building**

611 Light Industrial District

2. Permitted Uses

- A. Automobile repair – major
- B. Automobile repair – minor
- C. Billboard signs
- D. Car washes
- E. Essential services
- F. Industry, light
- G. Lumberyards
- H. Manufacturing, light
- I. Public utility
- J. Recreation, public
- K. Research facilities
- L. Warehouse and distribution
- M. Small Breweries
- N. Breweries
- O. **Public Building**

SECTION 2. This ordinance shall take effect and be in force after its passage and upon its publication, in accordance with Section 3.13 of the City Charter.

Introduced to the City Council of the City of New Prague, Minnesota, this 19th day of August, 2024.

The required 10 days posted notice was completed on the City Website and City Hall Bulletin Board on August 20th, 2024.

Passed by the City Council of the City of New Prague, Minnesota, the 3rd day of September, 2024, and to be published on the 12th day of September, 2024.

Duane J. Jirik, Mayor

State of Minnesota)
)ss.
County of Scott & Le Sueur)

(CORPORATE ACKNOWLEDGMENT)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

ATTEST: _____
 Joshua M. Tetzlaff, City Administrator

State of Minnesota)
)ss.
County of Scott & Le Sueur)

(CORPORATE ACKNOWLEDGMENT)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kenneth D. Ondich
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PLANNING COMMISSION SUMMARY - REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL OF TRACKER ADDITION, CONSISTING OF 1 LOT ON APPROXIMATELY 8.31 ACRES IN THE B-3 HIGHWAY COMMERCIAL ZONING DISTRICT, AS PROPOSED JOEL FRIES
DATE: AUGUST 29, 2024

Planning Commission Summary

The Planning Commission heard the above preliminary and final plat request at their August 28th meeting. The applicant, Joel fries, is requesting the approval of the preliminary and final plat of Tracker Addition, consisting of 1 lot on 8.31 acres in the B3 Highway Commercial Zoning District. The plat is required to allow a building permit to be issued for a building addition or new building due to the property being unplatted per the requirements of the zoning ordinance.

During the required public hearing, no public comments were received.

The Planning Commission recommended approval of the preliminary and final plat request on a unanimous vote (4-0) based on the findings and conditions listed in the staff report (and attached resolution which approves the preliminary and final plat).

Staff Recommendation

Staff recommends approval of the attached resolution “...Granting Approval of the Preliminary and Final Plat of Tracker Addition...”.

RESOLUTION #24-09-03-02

**RESOLUTION OF THE NEW PRAGUE CITY COUNCIL
GRANTING APPROVAL OF THE PRELIMINARY AND FINAL PLAT
OF TRACKER ADDITION, CONSISTING OF ONE LOT ON
APPROXIMATELY 8.31 ACRES IN THE B-3 HIGHWAY
COMMERCIAL ZONING DISTRICT, NEW PRAGUE, MINNESOTA**

WHEREAS, Joel Fries owner of the following real estate in the County of Le Sueur to wit:

Commencing at the West Quarter corner of Section 3, Township 112, Range 23 West; thence North along the West line of Section 3, 460.00 feet; thence deflecting right 90 degrees, 41 minutes, parallel to the South line of the Northwest Quarter of Section 3, 294.20 feet to a point on the Westerly right of way line of Trunk Highway No. 21 and 13, said point being the point of beginning; thence back along the last described line 261.20 feet to a point on the Easterly right of way line of a public road; thence deflecting right 89 degrees, 19 minutes along said Easterly right of way line, parallel to and 33 feet distant from the West line of Section 3, 1065.14 feet, thence deflecting right 91 degrees, 43.7 minutes, 290.60 feet, thence deflecting right 88 degrees, 16.3 minutes, 75.00 feet, thence deflecting left 88 degrees 16.3 minutes 99.82 feet to a point on the Westerly right of way line of said Trunk Highway No. 21 and 13, thence Southwesterly along said Westerly right of way line to the point of beginning, all in Le Sueur County, Minnesota.

is requesting preliminary and final plat approval of Tracker Addition consisting of 1 lot on 8.31 acres, which is located in the above real estate; and,

WHEREAS, the New Prague Planning Commission has completed a review of the Preliminary Plat and Final Plat application with a required public hearing on August 28th, 2024 and made a report pertaining to said request, a copy of said report has been presented to the City Council with a recommendation of approval on a unanimous (4-0) vote subject to conditions and findings contained in said meeting minutes; and,

WHEREAS, the New Prague City Council finds:

1. The preliminary and final plat complies with the purpose and intent of the New Prague Comprehensive Plan and Subdivision Ordinance.
2. The plat conforms to the requirements of the B-3 Highway Commercial Zoning District which it is located.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, MN, that the Preliminary and Final Plat of Tracker Addition consisting of 1 lot on 8.31 acres is hereby **approved** with the following conditions:

1. Approval is granted in accordance with the preliminary plat drawing dated 8/15/24 and final plat drawing (undated) on file with the New Prague Planning Department.
2. The applicant must comply with the recommendations of the Public Works Director, Utilities General Manager, and City Engineer.
3. The applicant must comply with the recommendations of MnDOT District 7.
4. Development Fees are required to be collected as follows:
 - a. Emergency Warning Siren Fee - \$1,371.15
 - b. Water Area Access Charge - \$23,384.34
 - c. Park Land Dedication – Determined at the time of future building permit application if employees are being added with a land value to be calculated at that time.
5. The final plat must be recorded within 90 days of the date of the City Council granting approval per Chapter 051 (E) of the Subdivision Ordinance.
6. All requirements of the City Attorney’s Plat Opinion must be complied with prior to executing signatures on the final plat.
7. The City of New Prague accepts the proposed conservation easements and the conservation easements around the wetland areas are required to have signage installed per Zoning Ordinance Section 734, Section 4 (E)(12) which states that the signs shall be installed at 200’ intervals along the wetland easement to define its edge. The signs must be at least 12” x 12” in size at least 4’ above grade.

This Preliminary and Final Plat shall become effective immediately upon its passage and without publication.

Passed this 3rd day of September, 2024.

Duane J. Jirik, Mayor

State of Minnesota)
)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kenneth D. Ondich
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: REQUEST FOR **PRELIMINARY AND FINAL PLAT APPROVAL** OF TRACKER ADDITION, CONSISTING OF 1 LOT ON APPROXIMATELY 8.31 ACRES IN THE B-3 HIGHWAY COMMERCIAL ZONING DISTRICT, AS PROPOSED BY JOEL FRIES.
DATE: AUGUST 28, 2024

Background / History

Joel Fries is the owner of Tracker Trucking that operates at 500 4th Ave. SW. Mr. Fries purchased the property and began operating at the site in 2015 and also obtained Conditional Use Permit #C1-2015 that same year. Tracker Trucking’s business also includes some light repair and warehousing on the site.

Mr. Fries initially inquired with the City in 2023 about constructing an additional storage building on the site or adding onto an existing building. Staff informed Mr. Fries at this time that Section 401, Subd. 7, states that no building permit for new development shall be issued on land described by metes and bounds. Since the property is described by metes and bounds and not platted, it is required to be platted before a building permit for a new building or addition can be issued.

Legal Description

Commencing at the West Quarter corner of Section 3, Township 112, Range 23 West; thence North along the West line of Section 3, 460.00 feet; thence deflecting right 90 degrees, 41 minutes, parallel to the South line of the Northwest Quarter of Section 3, 294.20 feet to a point on the Westerly right of way line of Trunk Highway No. 21 and 13, said point being the point of beginning; thence back along the last described line 261.20 feet to a point on the Easterly right of way line of a public road; thence deflecting right 89 degrees, 19 minutes along said Easterly right of way line, parallel to and 33 feet distant from the West line of Section 3, 1065.14 feet, thence deflecting right 91 degrees, 43.7 minutes, 290.60 feet, thence deflecting right 88 degrees, 16.3 minutes, 75.00 feet, thence deflecting left 88 degrees 16.3 minutes 99.82 feet to a point on the Westerly right of way line of said Trunk Highway No. 21 and 13, thence Southwesterly along said Westerly right of way line to the point of beginning, all in Le Sueur County, Minnesota.

Addressing

The property is currently addressed as 500 4th Ave. SW with no changes proposed.

Density / Lot Size

In the B-3 Highway Commercial Zoning District, the minimum lot size is 20,000 square feet. The proposed lot would be 361,983 sq. ft. (8.31 acres), thereby meeting the minimum lot size requirement.

The minimum lot width for the B-3 Highway Commercial Zoning District is 80’ at the building setback line. Proposed Lot 1, Block 1 has a lot width (261.86’) which is larger than the required 80’ minimum lot width.

Easements

The proposed plat does show the required standard drainage and utility easements along public rights of ways (10’ on the east and west lot property lines) and also shows the required easements along interior lot lines (5’ along interior lot lines – north and south property lines).

In addition to the standard drainage and utility easements, a conservation easement is required for a minimum 25’ buffer adjacent to the delineated wetland boundaries as outlined in Section 734 of the Zoning Ordinance for Land and Water Preservation. The plat shows the required conservation easement boundary. The conservation easement must be recorded prior to the final plat so that it is noted with the recorded document number on the plat.

Staff also notes that the easement areas around the wetland areas are required to be signed as wetland areas and have signage installed per Zoning Ordinance Section 734, Section 4 (E)(12) which states that the signs shall be installed at 200’ intervals along the wetland easement to define its edge. The signs must be at least 12” x 12” in size at least 4’ above grade. The City sells these signs at cost and can determine the placement and number of signs required for the site.



Setbacks

The required building setbacks in the B-3 Highway Commercial Zoning District are 40’ front yard along any public right of way (4th Ave SW/ TH13 & 21 as well as 5th Ave. SW), 10’ along side yards (the north and south property lines). The preliminary plat does not show the setback lines, but staff notes that the existing buildings on the site do not meet the 40’ front setback to 5th Ave. SW, however they are existing buildings and are simply noted as legal-nonconforming structures.

Access / Road Layout

A traffic impact study is not required for the purpose of reviewing the plat as the applicant is only considering constructing a small addition or small new storage building on the site that would not trigger the need for a traffic impact study.

Access to the site is provided from 4th Ave NW (TH13/21) which is a road under the jurisdiction of MnDOT. As such, MnDOT permits are required for any changes to driveways/access points to and from the property. MnDOT has been solicited for comments regarding the plat and their comments can be found later in this report.

Trails / Sidewalks

There is an existing sidewalk on the east side of 4th Ave SW (TH 13 & 21). No other trails or sidewalks are required or proposed at this time.

Drainage / Grading

The only work proposed would be grading to support a new or building addition on the north portion of the site.

Flood Plain

The subject property contains floodplain as is shown on the preliminary plat. Specifically, the flood areas shown are special flood areas with regulatory floodway, Zone AE, as well as shaded zone X. As outlined in the City’s updated floodplain ordinance from 2024, construction is not allowed in any floodplain area as identified on the preliminary plat. The FIRM panel referenced is #2779C0087E effective 7/17/2024.

Wetland Conservation Act

A wetland delineation was completed by Aquatic EcoSolutions, Inc. dated May 20, 2024. The results of the wetland delineation as shown on the final plat drawing with wetlands located as part of Philipps Creek that runs through the property. The wetland delineation was approved by the City on 6/27/2024.

DNR Comments

The Plat was forwarded to the area DNR Hydrologist for review and comment. Below are their comments:

From: Gleisner, Alan (DNR) <Alan.Gleisner@state.mn.us>
Sent: Wednesday, August 28, 2024 9:25 AM
To: Ken Ondich <kondich@ci.new-prague.mn.us>
Subject: RE: Plat Review - Tracker Addition - City of New Prague

Hi Ken,

I reviewed the attached documents and, with no change to land use at this time, I wouldn't have any additional comments.

If/when an addition is added to an existing building, will additional BMPs be incorporated to address any increases to impervious surfaces and/or stormwater volume?

Feel free to reach out with any questions.

Thanks,

Al

Alan Gleisner
Area Hydrologist | Division of Ecological and Water Resources

Minnesota Department of Natural Resources
20596 HWY 7 West
Hutchinson, MN 55350
Office: 320-753-0344
Cell: 320-895-9116
Email: alan.gleisner@state.mn.us
mndnr.gov

Park Land Dedication

Section 066 of the Subdivision Ordinance covers the requirements of Park/Public Land Dedication. Industrial plats require Park Dedication to be collected at 282 sq. ft. per employee. As no new buildings are proposed, the number of new employees that may be working on the site cannot be determined until a building permit for a new building is applied for. For this reason, park land dedication will be deferred until a building permit is applied for and to determine if any new employees might be added which puts additional demand on the City's park system.

For future payments in lieu of land, this is calculated by the Fair Market Value (Estimated Market Value of the land of \$0.54 sq. ft. at the time of writing this report) of the Buildable Unplatted Land x Land Requirement. As an example, if 5 new employees were added when a new building is constructed, the park land dedication would be \$761.40.

Water Area Access Charge

A per acre water area access charge of \$2,814 per acre is collected for previously unplatted land. Since there were 8.31 acres of unplatted land included with this plat, the amount owed is \$23,384.34.

Emergency Warning Siren Area Charge

A per acre charge of \$165 per acre is collected for land not previously platted. The amount owed with this plat is \$1,371.15.

Sidewalk Fee

A sidewalk fee of \$55 per lot is required to be collected when new lots are being created. No new lots are being created, only platted, thus no fee is required.

Engineering / Public Works Comments

The City Engineer, Chris Knutson of SEH, Inc., was solicited for comments. At the time of writing this report, no comments were received.

Public Works Director Rynda and Utilities General Manager Bruce Reimers both did not have any concerns or additional comments regarding the plat.

Water Service

A water service exists to the main building on the site.

Sanitary Sewer Service

The main building on the site is not connected to City Sewer at this time and instead has a private septic system drain field.

Electric Service

Depending on the construction of future buildings, additional electrical infrastructure may be needed pending discussions with the New Prague Utilities Commission staff.

County Highway Department Comments

N/A.

State Highway Department Comments

Comments were solicited from Angela Piltaver, Senior Planner with MnDOT. At the time of writing this report, comments had not yet been received.

Environmental Concerns

Staff has no environmental concerns regarding the plat other than the existing septic system if it going to continue to be used.

The applicant must provide evidence of a report from a qualified septic inspector that the system is in compliance with MPCA requirements. If the intent is to use the existing septic system, the applicant should provide evidence from the certified septic designer and installer and approved by the appropriate agency that the system will serve the intended use of the site. The applicant must provide an inspection report every three (3) years to show that the system is in compliance with state and local ISTS standards while the private system is in use.

Public Safety Comments

Comments were not solicited from Police Chief Tim Applen at this time.

Legal Review

City Attorney Scott Riggs has been provided a copy of the plat and title commitment. At the time of writing this report, comments had not yet been received from the City Attorney. All recommendations of the plat opinion must be complied with.

Subdivision Agreement

As there are no public improvements being made nor any city right of way being obtained with the plat, a subdivision agreement is not necessary.

Staff Recommendation

City staff recommends approval of the preliminary and final plat of Tracker Addition with the following findings:

1. The preliminary and final plat complies with the purpose and intent of the New Prague Comprehensive Plan and Subdivision Ordinance.
2. The plat conforms to the requirements of the B-3 Highway Commercial Zoning District which it is located.

And with the following conditions:

1. Approval is granted in accordance with the preliminary plat drawing dated 8/15/24 and final plat drawing (undated) on file with the New Prague Planning Department.
2. The applicant must comply with the recommendations of the Public Works Director, Utilities General Manager, and City Engineer.
3. The applicant must comply with the recommendations of MnDOT District 7.

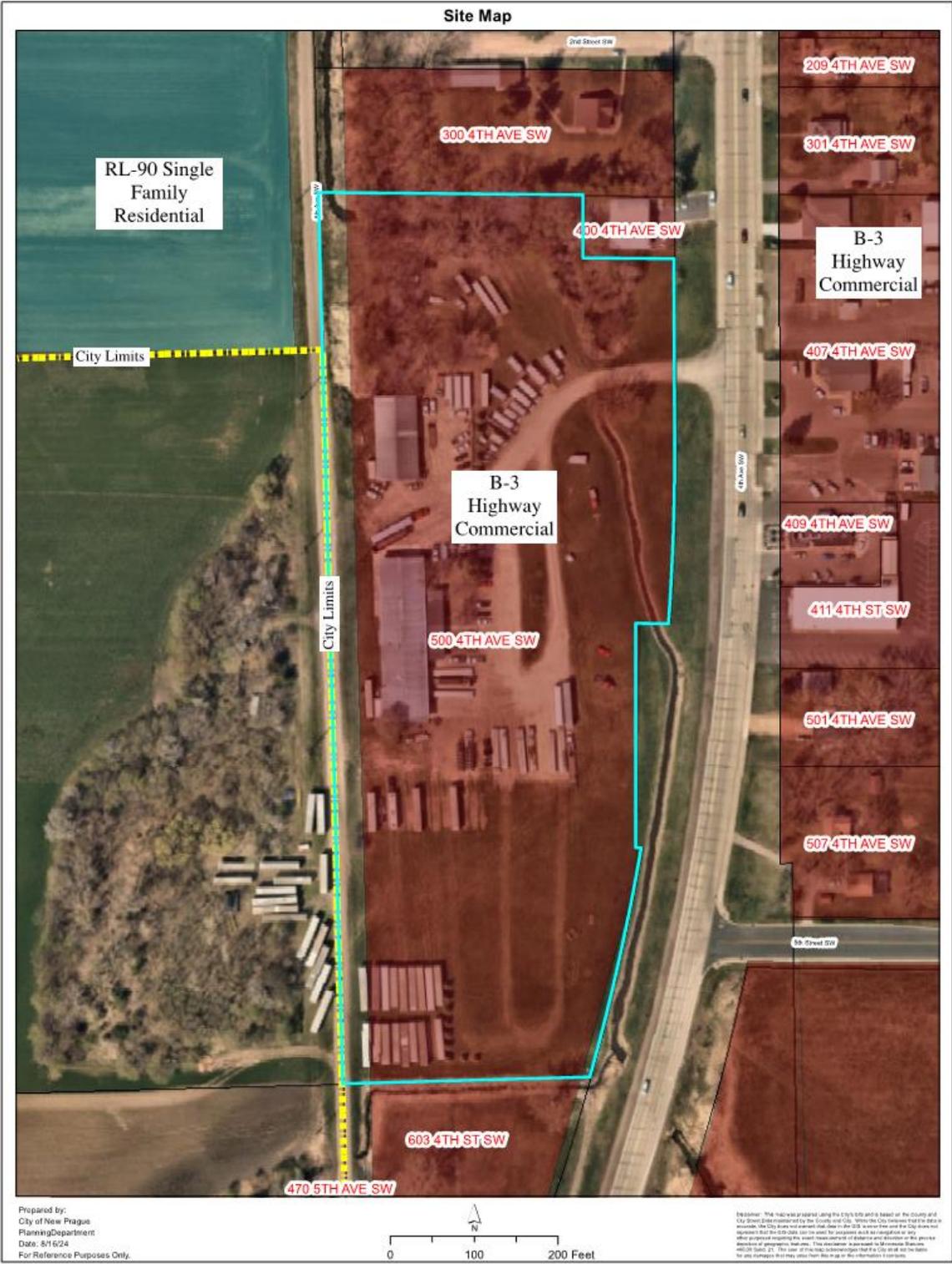
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 - a. Emergency Warning Siren Fee - \$1,371.15
 - b. Water Area Access Charge - \$23,384.34
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5. The final plat must be recorded within 90 days of the date of the City Council granting approval per Chapter 051 (E) of the Subdivision Ordinance.
6. All requirements of the City Attorney’s Plat Opinion must be complied with prior to executing signatures on the final plat.
7. The conservation easements around the wetland areas are required to have signage installed per Zoning Ordinance Section 734, Section 4 (E)(12) which states that the signs shall be installed at 200’ intervals along the wetland easement to define its edge. The signs must be at least 12” x 12” in size at least 4’ above grade.

ATTACHMENTS

- Aerial Site Map – Dated 8/16/24
- Zoning Map – Dated 8/16/24
- Preliminary Plat Drawing – Dated 8/15/24
- Final Plat Drawing – Undated
- Photos – Dated 8/16/24
- Google Street View Photos – Dated 2023



Aerial View of Subject Site



Zoning Map of the Subject Site and Neighboring Properties

Request for Preliminary/Final Plat Approval – Tracker Addition
8/28/24 Planning Commission Meeting
Page 9 of 14



Looking NW towards south end of the site from TH13/21



Looking SW towards south end of the site from TH13/21



Looking NW towards north end of the site from TH13/21



Looking West towards main building from TH13/21



CONSERVATION EASEMENT

This Conservation Easement (this “Conservation Easement”) is made by Joel Fries (“Grantor”) to the CITY OF NEW PRAGUE, a Minnesota municipal corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property situated in New Prague, Le Sueur County, Minnesota, legally described in Exhibit A attached hereto and made a part hereof and depicted in Exhibit B attached hereto and made a part hereof (the “Easement Area”);

WHEREAS, in accordance with City of New Prague Zoning Ordinance 734 (the “Ordinance”), certain sensitive physical land features such as bluff land, ravines, wetlands and natural waterways located in the City of New Prague are protected in accordance therein;

WHEREAS, the Easement Areas are located adjacent to wetlands and therefore, Grantor is required to provide Grantee this Conservation Easement to serve as a buffer in accordance with the terms of the Ordinance;

WHEREAS, Grantee is willing to accept this Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein; and

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual purposes, covenants, terms, conditions, and restrictions hereinafter set forth, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, a

Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Easement Areas, for the purposes set forth herein.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THIS CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

1. The Easement Areas shall serve as a buffer to the adjacent wetlands in accordance with the requirements of the Ordinance. Grantor shall have the right to access and utilize the Easement Areas except as otherwise provided in Paragraph 2 hereof.
2. No alterations including building, storage, paving, mowing, plowing, introduction of noxious vegetation, cutting, dredging, filling, mining, dumping, grazing livestock, agricultural production, yard waste disposal or fertilizer application shall be permitted by Grantor within the Easement Area. Notwithstanding anything contained herein to the contrary, noxious vegetation, such as European buckthorn, purple loosestrife and reed canary grass, may be removed in the Easement Area. Permitted alterations to the Easement Area would not include plantings that enhance the natural vegetation or selective clearing or pruning of trees or vegetation that are dead, diseased or pose similar hazards, unless otherwise agreed to by Grantee.
3. The following activities shall be permitted within the Easement Area and shall not constitute a prohibited alteration as set forth in Paragraph 2 herein:
 - a. Use and maintenance of an unimproved access strip through the Easement Area, no more than twenty (20) feet in width, for recreational access to the watercourse or wetland and the exercise of riparian rights;
 - b. Placement, maintenance, repair or replacement of public roads, and utility and drainage systems that exist as of the date of this Conservation Easement or are required to comply with any subdivision approval or building permit obtained from Grantee or Le Sueur County, so long as any adverse impacts of public road, utility and drainage systems on the function of the Easement Area have been avoided or minimized to the extent practical;
 - c. Construction, maintenance, repair, reconstruction or replacement of existing and future public roads within the Easement Area, so long as any adverse impacts of the road on the function of the Easement Area have been avoided or minimized to the extent practical; and
 - d. Clearing, grading and seeding is permitted if part of an approved wetland replacement plan.
4. Grantor shall place signs on the Easement Area in accordance with the terms of the Ordinance.

5. Except as specifically set forth herein, this Conservation Easement shall be deemed perpetual and shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors-in-title, and assigns. This Conservation Easement is enforceable by the City of New Prague acting through its City Council.

6. All notices required or permitted to be given to the parties hereto shall be given in writing by depositing the same in the United States mail, postage prepaid, marked "Certified Mail, Return Receipt Requested," or overnight express mail and addressed to the party for which such notice is intended, at the address hereinafter specified, or at such other address as either party may hereinafter designate by notice to the other:

To Grantor: Joel Fries
 500 4th Ave. SW
 New Prague, Minnesota 56071

To Grantee: City of New Prague
 118 Central Avenue North
 New Prague, Minnesota 56071

7. This Conservation Easement may be amended only with the written consent of Grantee and Grantor.

8. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Easement Area or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

9. This Conservation Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. This Conservation Easement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Minnesota. If any portion of this Conservation Easement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion of this Conservation Easement shall not in any way be affected or impaired thereby.

11. This Conservation Easement shall be construed in accordance with the laws of the State of Minnesota. Any dispute arising from this Conservation Easement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

12. The Grantor warrants that it is the owner of the Easement Area as described above and has the right, title and capacity to convey to the Grantee the Conservation Easement herein.

13. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Conservation Easement or Easement Area prior to, or subsequent to, the date of this Conservation Easement, except to the extent arising from the actions of Grantee or its employees, agents, representatives or contractors.

The Remainder of the Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has hereunto set its hand at New Prague, Minnesota, this _____ day of September, 2024.

GRANTOR:

By: _____
Joel Fries

STATE OF MINNESOTA)
) SS:
COUNTY OF SCOTT)

Before me, a Notary Public in and for said County and State, personally appeared Joel Fries, who acknowledged that he did sign the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New Prague, Minnesota this _____ day of September, 2024.

Notary Public
My Commission Expires:_____

ACCEPTANCE

The undersigned does hereby consent to and accept the within Conservation Easement.

IN WITNESS WHEREOF, the undersigned have executed and delivered this ACCEPTANCE this _____ day of August, 2024.

Signed in the presence of:

GRANTEE:

CITY OF NEW PRAGUE

By: _____
Duane J. Jirk
Its: Mayor

By: _____
Joshua M. Tetzlaff
Its: City Administrator

STATE OF MINNESOTA)
)
COUNTY OF SCOTT)

SS:

The foregoing instrument was acknowledged before me this ____ day of September, 2024, by Duane J. Jirk and Joshua M. Tetzlaff, the mayor and city administrator, respectively, of the City of New Prague, Minnesota, on behalf of the City.

Notary Public

My Commission Expires:

THIS INSTRUMENT DRAFTED BY:
Kenneth D. Ondich
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREAS

CONSERVATION EASEMENT #1

A conservation easement over and across that part of the Northwest Quarter of Section 3, Township 112, Range 23 West, Le Sueur County, Minnesota, described as follows:

Commencing at the West Quarter corner of Section 3, Township 112, Range 23 West; thence North 01 degrees 27 minutes 03 seconds West, along the West line of said Section 3, a distance of 460.00 feet; thence North 89 degrees 13 minutes 57 seconds East, parallel to the South line of the Northwest Quarter of Section 3, a distance of 294.86 feet to the westerly Right of Way line of the Minnesota Department of Transportation Right of Way Plat No. 40-8 and the point of beginning of the easement to be described; thence South 89 degrees 13 minutes 57 seconds West, a distance of 261.86 feet to the Easterly right of way line of a public road; thence North 01 degrees 27 minutes 03 seconds West, along said Easterly right of way line, parallel to and 33 feet distant from the West line of Section 3, a distance of 26.63 feet; thence North 85 degrees 17 minutes 14 seconds East, a distance of 36.14 feet; thence North 88 degrees 30 minutes 45 seconds East, a distance of 135.24 feet; thence South 86 degrees 40 minutes 30 seconds East, a distance of 74.09 feet; thence North 10 degrees 23 minutes 00 seconds East, a distance of 28.91 feet; thence North 16 degrees 25 minutes 52 seconds East, a distance of 126.31 feet; thence North 09 degrees 31 minutes 57 seconds East, a distance of 198.64 feet to the westerly right of way line of the Department of Transportation Right of Way Plat No. 40-8; thence South 00 degrees 06 minutes 31 seconds West, along said westerly line a distance of 94.93 feet; thence South 89 degrees 18 minutes 43 seconds East, along said westerly right of way line a distance of 6.19 feet; thence southwesterly along said westerly right of way line, along a non-tangential curve, concave to the west, having a radius of 2789.79, a central angle of 5 degrees 48 minutes 36 seconds, an arc length of 282.90 feet, a chord bearing of South 12 degrees 46 minutes 19 seconds West, a chord distance of 282.78 feet to the point of beginning.

CONSERVATION EASEMENT #2

A conservation easement over and across that part of the Northwest Quarter of Section 3, Township 112, Range 23 West, Le Sueur County, Minnesota, described as follows:

Commencing at the West Quarter corner of Section 3, Township 112, Range 23 West; thence North 01 degrees 27 minutes 03 seconds West, along the West line of said Section 3, a distance of 460.00 feet; thence North 89 degrees 13 minutes 57 seconds East, parallel to the South line of the Northwest Quarter of Section 3, a distance of 294.86 feet to the westerly Right of Way line of the Minnesota Department of Transportation Right of Way Plat No. 40-8; thence South 89 degrees 13 minutes 57 seconds West, a distance of 261.86 feet to the Easterly right of way line of a public road; thence North 01 degrees 27 minutes 03 seconds West, along said Easterly right of way line, parallel to and 33 feet distant from the West line of Section 3, a distance of 26.63 feet; thence North 85 degrees 17 minutes 14 seconds East, a distance of 36.14 feet; thence North 88 degrees 30 minutes 45 seconds East, a distance of 135.24 feet; thence South 86 degrees 40 minutes 30 seconds East, a distance of 74.09 feet; thence North 10 degrees 23 minutes 00 seconds East, a distance of 28.91 feet; thence North 16 degrees 25 minutes 52 seconds East, a distance of 126.31 feet; thence North 09 degrees 31 minutes 57 seconds East, a distance of 198.64 feet to the westerly right of way line of the Department of Transportation Right of Way Plat No. 40-8; thence North 00 degrees 06 minutes 31 seconds East, along said westerly Right of Way line, a distance of 135.20 feet to the point of beginning of the easement to be described; thence North 15 degrees 36 minutes 24 seconds West, a distance of 87.29 feet; thence North 09 degrees 50 minutes 14 seconds West, a distance of 135.82 feet; thence North 24 degrees 21 minutes 35 seconds West, a distance of 38.11 feet; thence North 17 degrees 20 minutes 18 seconds West, a distance of 35.65 feet; thence North 10 degrees 39 minutes 29 seconds East, a distance of 41.47 feet; thence South 88 degrees

02 minutes 22 seconds East, a distance of 54.51 feet; thence South 04 degrees 19 minutes 07 seconds East, a distance of 31.34 feet; thence South 31 degrees 34 minutes 43 seconds East, a distance of 37.17 feet; thence South 15 degrees 39 minutes 53 seconds East, a distance of 31.26 feet; thence South 09 degrees 44 minutes 37 seconds East, a distance of 94.88 feet; thence South 01 degrees 10 minutes 19 seconds West, a distance of 25.97 feet; thence South 13 degrees 18 minutes 03 seconds East, a distance of 31.36 feet to the westerly right of way line of Minnesota Department of Transportation Right of Way Plat No. 40-8; thence southerly, along said westerly line, along a non-tangential curve concave to the west, having a radius of 2789.79 feet; a central angle of 0 degrees 54 minutes 59 seconds, an arc distance of 44.62 feet; a chord bearing of South 03 degrees 51 minutes 21 seconds West, a chord distance of 44.62, to a jog in said westerly right of way line; thence North 89 degrees 18 minutes 43 seconds West, along said westerly right of way line, a distance of 39.05 feet to a jog in said westerly right of way line; thence South 00 degrees 06 minutes 31 seconds West, along said westerly right of way line, a distance of 38.47 feet to the point of beginning.

CONSERVATION EASEMENT #3

A conservation easement over and across that part of the following described property:

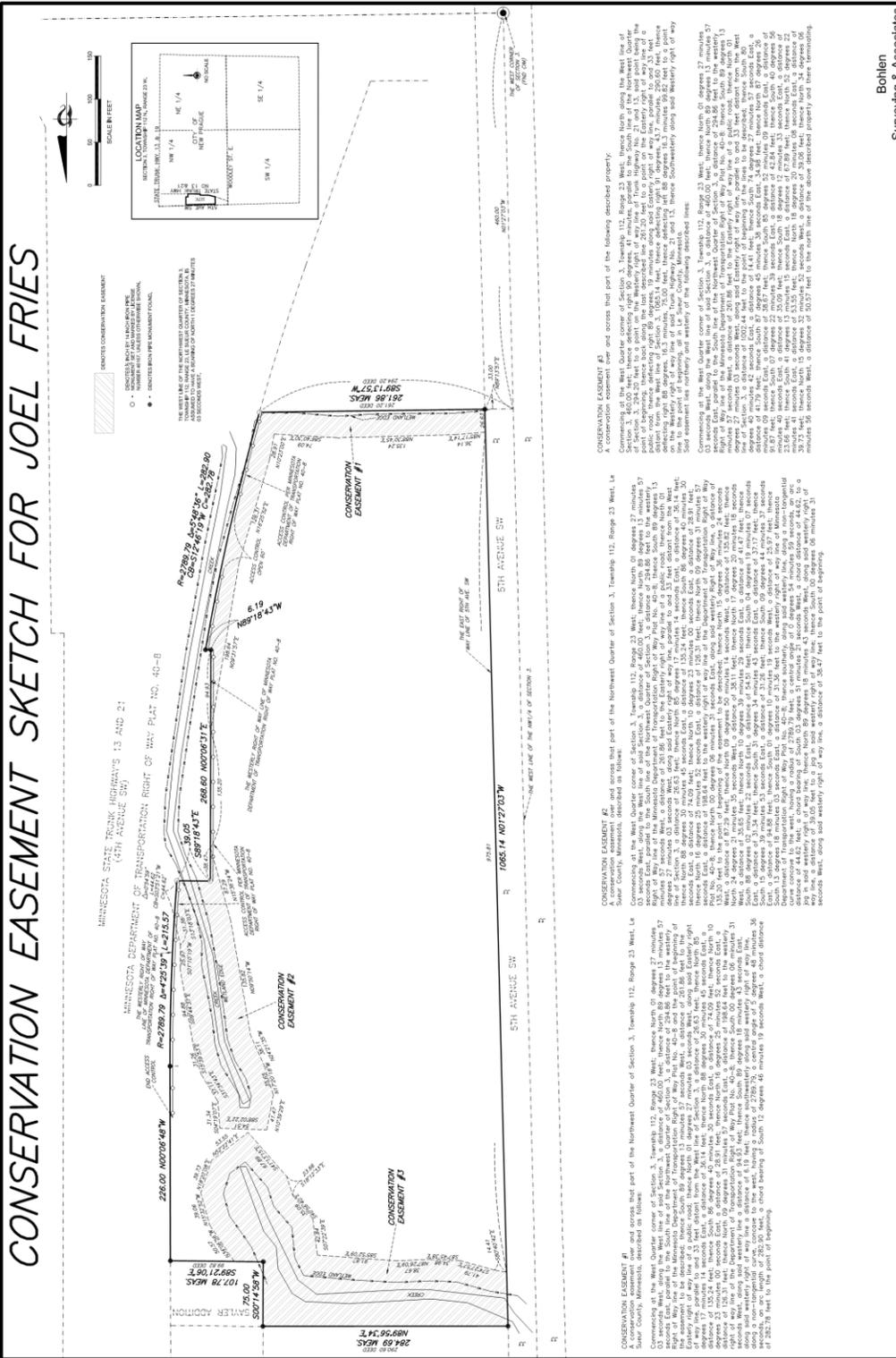
Commencing at the West Quarter corner of Section 3, Township 112, Range 23 West; thence North along the West line of Section 3, 460.00 feet; thence deflecting right 90 degrees, 41 minutes, parallel to the South line of the Northwest Quarter of Section 3, 294.20 feet to a point on the Westerly right of way line of Trunk Highway No. 21 and 13, said point being the point of beginning; thence back along the last described line 261.20 feet to a point on the Easterly right of way line of a public road; thence deflecting right 89 degrees, 19 minutes along said Easterly right of way line, parallel to and 33 feet distant from the West line of Section 3, 1065.14 feet, thence deflecting right 91 degrees, 43.7 minutes, 290.60 feet, thence deflecting right 88 degrees, 16.3 minutes, 75.00 feet, thence deflecting left 88 degrees 16.3 minutes 99.82 feet to a point on the Westerly right of way line of said Trunk Highway No. 21 and 13, thence Southwesterly along said Westerly right of way line to the point of beginning, all in Le Sueur County, Minnesota.

Said easement lies northerly and westerly of the following described lines:

Commencing at the West Quarter corner of Section 3, Township 112, Range 23 West; thence North 01 degrees 27 minutes 03 seconds West, along the West line of said Section 3, a distance of 460.00 feet; thence North 89 degrees 13 minutes 57 seconds East, parallel to the South line of the Northwest Quarter of Section 3, a distance of 294.86 feet to the westerly Right of Way line of the Minnesota Department of Transportation Right of Way Plat No. 40-8; thence South 89 degrees 13 minutes 57 seconds West, a distance of 261.86 feet to the Easterly right of way line of a public road; thence North 01 degrees 27 minutes 03 seconds West, along said Easterly right of way line, parallel to and 33 feet distant from the West line of Section 3, a distance of 1002.44 feet to the point of beginning of the lines to be described; thence South 80 degrees 40 minutes 42 seconds East, a distance of 14.41 feet; thence South 74 degrees 27 minutes 57 seconds East, a distance of 41.79 feet; thence South 87 degrees 45 minutes 38 seconds East, 34.98 feet; thence North 87 degrees 26 minutes 09 seconds East, a distance of 38.67 feet; thence South 85 degrees 52 minutes 09 seconds East, a distance of 91.87 feet; thence South 07 degrees 22 minutes 39 seconds East, a distance of 42.84 feet; thence South 40 degrees 56 minutes 40 seconds East, a distance of 35.09 feet; thence South 18 degrees 12 minutes 33 seconds East, a distance of 23.66 feet; thence South 41 degrees 13 minutes 15 seconds East, a distance of 67.89 feet; thence North 52 degrees 22 minutes 41 seconds East, a distance of 53.55 feet; thence North 18 degrees 20 minutes 08 seconds East, a distance of 39.73 feet; thence North 15 degrees 32 minutes 52 seconds West, a distance of 39.06 feet; thence North 34 degrees 06 minutes 56 seconds West, a distance of 50.57 feet to the north line of the above described property and there terminating.

EXHIBIT B

MAP OF EASEMENT AREA



Bohlen
Surveying & Associates



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: PLANNING COMMISSION SUMMARY - REQUEST FOR VARIANCE #V5-2024 TO ALLOW THE OFF-STREET PARKING LOT AREA TO BE LESS THAN 15' FROM THE REQUIRED SETBACK FROM STREET RIGHT OF WAY AND TO ALLOW A REDUCTION IN STALL DEPTH TO CONSTRUCT A PARKING LOT FOR A NEW 54-UNIT MARKET RATE APARTMENT BUILDING, AS PROPOSED BY TEN NINETEEN DEVELOPMENT, LLC
DATE: AUGUST 29, 2024

Planning Commission Summary

The Planning Commission heard the above variance request at their August 26th, 2024 meeting. The applicant, Ten Nineteen Development, LLC, was initially requesting following two variances:

1. To allow the off-street parking lot area to encroach 4.5' into the required 15' setback from public street right of way.
2. To allow the east row of parking spaces to be 18' deep versus 20' deep.

These variances would be in addition to setback variances for the north and south property lines that were approved in 2020 and variances for density and overall parking spaces approved earlier in 2024.

While a public hearing is not required for variances, the Planning Commission did open a public hearing for comment and no public comments were received.

The Planning Commission had discussion regarding the need for extra perimeter landscaping adjacent to public roadways to compensate for the setback variance and to go from a minimum spacing of 40' down to 30' to provide for better screening. Marv Deutsch, property owner and partner of the project, noted that they had revised the site plan (see attached revised site plan) just prior to the meeting and had been able to reduce the site plan to not need more than a 1' variance from the parking lot setback.

The Planning Commission recommended approval of the amended variance request (1' variance from the 15' parking lot setback and 18' stall depth vs. 20' stall depth on the east side of the parking lot) on a unanimous vote (4-0) based on the six findings and two conditions listed in the attached resolution.

Staff Recommendation

Staff recommends approval of the attached resolution "...Approving Variance (#V5-2024) ...".

RESOLUTION #24-09-03-03

RESOLUTION OF THE NEW PRAGUE CITY COUNCIL APPROVING VARIANCE (#V5-2024) TO ALLOW THE OFF-STREET PARKING LOT AREA TO BE LESS THAN 15’ FROM THE REQUIRED SETBACK FROM STREET RIGHT OF WAY AND TO ALLOW A REDUCTION IN STALL DEPTH TO CONSTRUCT A PARKING LOT FOR A NEW 54-UNIT MARKET RATE APARTMENT BUILDING, NEW PRAGUE, MINNESOTA

WHEREAS, Ten Nineteen Development, LLC, applicant, and GTT Properties, LLC, owner of the following real estate in the County of LeSueur to wit:

Lot 1, Block 1, Deutschland First Addition, according to the plat thereof, LeSueur County, Minnesota.

are requesting a variance to allow the off-street parking lot area to encroach 4.5’ into the required 15’ setback from street right of way and to allow the east row of parking spaces to be 18’ deep versus 20’ deep, to construct a parking lot for a new 54-unit market rate apartment building on the above described real estate; and,

WHEREAS, the New Prague Planning Commission has completed a review of the application and made a report pertaining to said request (#V5-2024), a copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 28th day of August, 2024, after due consideration of presented testimony and information, voted unanimously (4-0) to forward the matter to the City Council with a recommendation for approval which includes a reduced parking lot setback variance request from 4.5’ to 1’; and,

WHEREAS, the New Prague City Council finds:

- A. The requested variance is in harmony with the general purposes and intent of this Ordinance because apartment buildings are a permitted use in the RH High Density Residential Zoning District and off-street parking is a permitted accessory use.
- B. The requested variance is consistent with the comprehensive plan because apartments are a permitted use in the RH High Density Residential Zoning District.

- C. The applicant will use the property in a reasonable manner which would be an apartment building use.
- D. Unique circumstances apply to this property over which the property owners had no control and which do not generally apply to other properties in the vicinity because the lot has an unusual shape and abuts two public roadways and requires a unique building layout to fully utilize the property and provide parking to meet the minimum parking stall requirements while also maintaining accessible routes.
- E. The variance does not alter the essential character of the neighborhood because apartments are a permitted use in the RH High Density Residential Zoning District which contains another multifamily unit one block to the west, and the variance for the parking lot setback is minimal and is far enough away from any intersection to not cause any sight line issues.
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow the parking spaces on the site to not only meet the minimum number required but provide one additional space over the minimum.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the request for variance #V5-2024 2024 to allow the off-street parking lot area to encroach 1’ into the required 15’ setback from street right of way and to allow the east row of parking spaces to be 18’ deep versus 20’ deep, to construct a parking lot for a new 54-unit market rate apartment building, is hereby approved based on the above findings and with the following conditions:

- 1. Perimeter parking lot landscaping trees are required at a spacing of no more than 30’ versus the typical ordinance requirement spacing of no more than 40’.
- 2. The City Council approves and the applicant must enter into an encroachment agreement for the easement encroachment whereby they agree they are responsible for any removal and replacement of landscaping should work within the utility easement necessitate it.

This Variance approval becomes effective immediately upon its passage and without publication.

Passed this 3rd day of September, 2024.

Duane J. Jirik, Mayor

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kenneth D. Ondich
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401

ENCROACHMENT AGREEMENT

THIS AGREEMENT is made as of the 3rd day of September, 2024, by and between **Ten Nineteen Development, LLC**, Minnesota Limited Liability Corporation, hereinafter referred to as “Owner” and the **City of New Prague**, a Minnesota Municipal Corporation, hereinafter referred to as the “City”.

RECITALS

A. The owner is the owner of certain real estate located at 102 Chalupsky Ave. SE (PID 23.501.0010), New Prague, Minnesota, in the County of LeSueur which is legally described as follows:

Lot 1, Block 1, Deutschland First Addition, according to the plat thereof, LeSueur County, Minnesota.

B. The above property contains a lawfully established public drainage and utility easement dedicated in the Plat of Deutschland First Addition, the location of which is depicted on the attached Exhibit “A”.

C. The landowner has requested that the City of New Prague allow the installation of private landscaping improvements which could encroach up to approximately 3.5’ feet into the drainage and utility easement area (the “Encroachment”).

D. The parties hereto desire to enter into this agreement with respect to the Encroachment subject to the conditions described herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this agreement.

2. The Owner shall be permitted to maintain the Encroachment upon the drainage and utility easement while requiring that the Owner is responsible for any removal or replacement of their landscaping within the encroachment area should any work within the easement necessitate landscaping modifications. The City shall give written notice to the Owner if the Owner must remove the Encroachment.

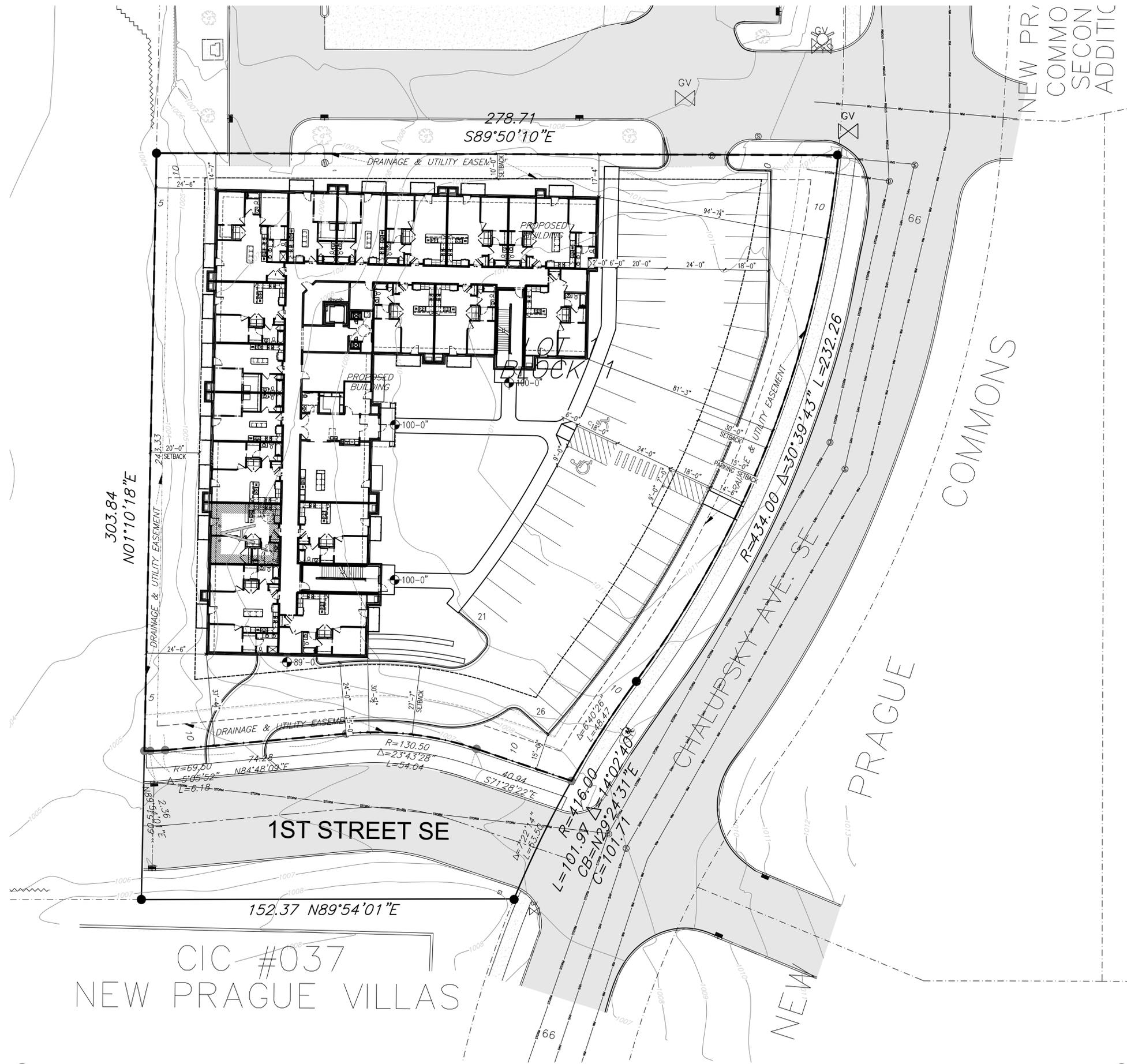
3. The Owner shall maintain the Encroachment in good condition and repair, at Owner's expense.

4. The Owner hereby waives and releases any and all right to make claim against or recover from the City, and its officials, agents and employees, for damage, destruction or loss of the Encroachment, including any claims that Encroachment has not been repaired, replaced or restored in relation to work performed in the drainage and utility easement.

5. The Owner shall indemnify the City, and its officials, agents and employees, and hold same harmless from and against any and all claims and demands relating to the Encroachment or arising from the Encroachment, including the payment of reasonable attorneys' fees and costs.

6. This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year first above written.



1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

MAHLER & ASSOCIATES
ARCHITECTURE

Greene H.D. Mahler, AIA
Principal

5150 Marston Drive
Suite 101
Sauk Rapids, MN 56379

TEL: (320) 257-2724
EMAIL: gmahler@mahlerarchitecture.com

100% DD
REVIEW SET
NOT FOR
CONSTRUCTION

No.	Revision/Issue	Date

Project Name and Address
NEW PRAGUE APARTMENTS
1ST STREET & CHALUPSKY SE
NEW PRAGUE, MN
C/O EBERT CONSTRUCTION
JACOB BUDENSKI
763-498-7844

Project: 2418
Date: 08/23/2024
Scale: AS INDICATED

Sheet: ARCHITECTURAL SITE PLAN

AS-101



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: REQUEST FOR VARIANCE #V5-2024 TO ALLOW THE OFF-STREET PARKING LOT AREA TO BE LESS THAN 15’ FROM THE REQUIRED SETBACK FROM STREET RIGHT OF WAY AND TO ALLOW A REDUCTION IN STALL DEPTH TO CONSTRUCT A PARKING LOT FOR A NEW 54-UNIT MARKET RATE APARTMENT BUILDING, AS PROPOSED BY TEN NINETEEN DEVELOPMENT, LLC
DATE: AUGUST 23, 2024

Background / History

The applicant, Ten Nineteen Development LLC, previously applied for and was approved for Variance #V3-2024 which allowed an increase of density on the site from 32 units per acre up to 40 units per acre as well as reduced the minimum parking from 2 spaces per unit to 1.7 spaces per unit. Previous to this variance, the site was approved for Variance #V8-2020 that allowed a rear yard setback reduction from the north line from 30’ to 10’ a front yard setback reduction from the south lot line from 30’ to 27’7”. Said variances would allow for a 54-unit market rate apartment building to be constructed.

As the applicant has continued to refine their site plan, they have found that the east portion of the parking lot is not fitting within the confines of the required parking lot setbacks. As with all parking lots abutting a public road right of way, there is a requirement to be setback 15’ from the right of way, which typically is space used for perimeter trees to be planted (at 40’ spacing) as well as typically contains a 10’ wide drainage and utility easement.

As provided for in Variance #V5-2024, the parking was allowed at 1.7 spaces per unit, meaning the 54 unit apartment building required 92 parking spaces. The site plan as proposed provides for 93 parking spaces (47 surface spaces and 46 in the parking garage).

The applicant looked at various ways to avoid this additional variance application, but due to site elevations and maintaining ADA compliance, they had to move parking spaces east towards the Chalupsky Ave. SE right of way as well as reduce the striped depth of the majority of the eastern side

spaces from the 20’ ordinance requirement to 18’ in an effort to keep the parking lot out of the drainage and utility easement located there.

Legal Description

Lot 1, Block 1, Deutschland First Addition, according to the plat thereof, LeSueur County, Minnesota.

Neighborhood Conditions and nearby land uses

North – Walgreens (zoned B-2 Community Commercial)

South – Townhomes (zoned RH High Density Residential)

East – Chalupsky Ave. SE and a Strip Mall (zoned B-2 Community Commercial)

West – Single Family home with some agricultural land (Zoned B-2 Community Commercial)

Zoning

The subject site is zoned RH High Density Residential. As noted previously in this report, two prior variances have been approved for this site relating to building setbacks per Variance #V8-2020 and relating to density and number of parking stalls per Variance #V3-2024.

As noted previously, the building would be 54 units and the current proposed mix of units is as follows:

- Alcove (Studio) – 12
- 1 Bedroom – 29
- 1 Bedroom + Den – 2
- 2 Bedroom - 11

Statement of Practical Difficulties

The applicant has stated that the land has a unique shape and abuts two public streets and was not originally intended to be a residential lot, however, deed restrictions that the Walgreens development placed on the property severely limited the ability of the lot to be used commercially. The developer acknowledges that the site was previously approved for two prior variances for this site relating to building setbacks per Variance #V8-2020 and relating to density and number of parking stalls per Variance #V3-2024, but that the unique shape of the lot is once again proving challenging to fit the required parking and have ADA walkways maintained and to provide one additional parking space over the minimum that they believe would be valuable to have on the site while maintaining a pleasing aesthetic look for the property overall.

Staff Notes

Staff believes that the lot is unique in both lot shape and location as well as due to the deed restrictions towards commercial uses on the lot that have led the lot to be looked at for residential purposes. Of the 47 surface parking stalls, 19 are encroaching minimally into the 15’ parking lot setback along Chalupsky Ave. SE (no more than approximately 4.5’ at its largest area of encroachment). Additionally, staff notes that the applicant is proposing all stalls on the east side of the lot to be 18’ versus the ordinance required 20’ depth (measured from curb face to end of the painted line). The argument the applicant made was that many cities allow a reduction in parking lot depth when parking

stalls do not abut a sidewalk. Staff researched this further and found that area cities do in fact allow for “bumper overhang” reductions in depth for stalls that either do not abut sidewalks or if they do abut but can maintain an accessible route on the adjacent sidewalk. The City of Lakeville allows a 2’ stall reduction (they also require 20’ depth, but allow reduction to 18’ for bumper overhang) and the City of Shakopee only requires 18’ of depth and allows a 1’ reduction to 17’ for bumper overhang. Staff will strongly consider adding similar language in the zoning ordinance re-write, but for now, staff believes a variance is the best way to accommodate this request. In the case of this variance for stall depth, the spaces would not abut any public or private walkway and therefore staff does not have any concerns about reducing stall depth as overhang can easily be accommodated.

Staff notes, that not only is the setback variance noted, but that an encroachment agreement for parking lot perimeter tree planning would be necessary to allow required trees to be planted within the drainage and utility easement.

New Prague Utilities Commission Manager, Bruce Reimers, indicated that they are OK with the encroachment, however, they require an encroachment agreement that would require the applicant to be responsible for any removal or replacement of trees/landscaping within the encroachment area should any work within the easement necessitate their removal.

Staff believes the proposed layout for reduced setback and reduced stall depth are reasonable variances to accommodate the parking stalls.

Criteria for Granting Variance – Section 507

The Zoning Ordinance defines a variance as follows: A modification or variation of the provisions of this Ordinance where it is determined that by reason of unique circumstances relating to a specific lot, that strict application of the Ordinance would cause practical difficulties. Practical difficulties is a legal standard set forth in law that cities must apply when considering applications for variances. To constitute practical difficulties, all three factors of the test must be satisfied, which are reasonableness, uniqueness and essential character. The Zoning Ordinance’s criteria addresses these standards.

The Zoning Ordinance identifies criteria for granting variances as noted below. These items must be evaluated by the Planning Commission and City Council when considering variance requests. It is important to note that variances should only be granted in situations of practical difficulties. A variance may be granted only in the event that all of the circumstances below exist. Staff has attempted to evaluate the established criteria for this specific request. Staff’s comments are highlighted in yellow below:

- A. The variance is in harmony with the general purposes and intent of this Ordinance. (The requested variance is in harmony with the general purposes and intent of this Ordinance because apartment buildings are a permitted use in the RH High Density Residential Zoning District and off-street parking is a permitted accessory use.)

- B. The variance is consistent with the comprehensive plan. (The requested variance is consistent with the comprehensive plan because apartments are a permitted use in the RH High Density Residential Zoning District.)
- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance, the City Code or the City Subdivision Ordinance. (The applicant will use the property in a reasonable manner which would be an apartment building use.)
- D. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property since enactment of this Ordinance has had no control. The unique circumstances do not result from the actions of the applicant. (Unique circumstances apply to this property over which the property owners had no control and which do not generally apply to other properties in the vicinity because the lot has an unusual shape and abuts two public roadways and requires a unique building layout to fully utilize the property and provide parking to meet the minimum parking staff requirements while also maintaining accessible routes.)
- E. The variance does not alter the essential character of the neighborhood. (The variance does not alter the essential character of the neighborhood because apartments are a permitted use in the RH High Density Residential Zoning District which contains another multifamily unit one block to the west, and the variance for the parking lot setback is minimal and is far enough away from any intersection to not cause any sight line issues.)
- F. That the variance requested is the minimum variance which would alleviate the practical difficulties. Economic conditions alone do not constitute practical difficulties. (The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow the parking spaces on the site to not only meet the minimum number required but provide one additional space over the minimum.)
- G. The Board of Adjustment may impose such conditions upon the premises benefited by a variance as may be necessary to comply with the standards established by this Ordinance, or to reduce or minimize the effect of such variance upon other properties in the neighborhood, and to better carry out the intent of the variance. The condition must be directly related to and must bear a rough proportionality to the impact created by the variance. No variance shall permit a lower degree of flood protection than the Regulatory Flood Protection Elevation for the particular area or permit standards lower than those required by federal, state or local law. (A condition is recommended to require the applicant to enter into an encroachment agreement for the easement encroachment whereby they agree they are responsible for any removal and replacement of landscaping should work within the utility easement necessitate it.)

Staff Recommendation

Staff recommends **approval** of Variance #V5-2024 to allow the off-street parking lot area to encroach 4.5’ into the required 15’ setback from street right of way and to allow the east row of parking spaces to be 18’ deep versus 20’ deep, to construct a parking lot for a new 54-unit market rate apartment building, as proposed by Ten Nineteen Development, LLC with the following findings:

- A. The requested variance is in harmony with the general purposes and intent of this Ordinance because apartment buildings are a permitted use in the RH High Density Residential Zoning District and off-street parking is a permitted accessory use.
- B. The requested variance is consistent with the comprehensive plan because apartments are a permitted use in the RH High Density Residential Zoning District.
- C. The applicant will use the property in a reasonable manner which would be an apartment building use.
- D. Unique circumstances apply to this property over which the property owners had no control and which do not generally apply to other properties in the vicinity because the lot has an unusual shape and abuts two public roadways and requires a unique building layout to fully utilize the property and provide parking to meet the minimum parking stall requirements while also maintaining accessible routes.
- E. The variance does not alter the essential character of the neighborhood because apartments are a permitted use in the RH High Density Residential Zoning District which contains another multifamily unit one block to the west, and the variance for the parking lot setback is minimal and is far enough away from any intersection to not cause any sight line issues.
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow the parking spaces on the site to not only meet the minimum number required but provide one additional space over the minimum.

And with the following condition:

- 1. The applicant must enter into an encroachment agreement for the easement encroachment whereby they agree they are responsible for any removal and replacement of landscaping should work within the utility easement necessitate it.

Attachments

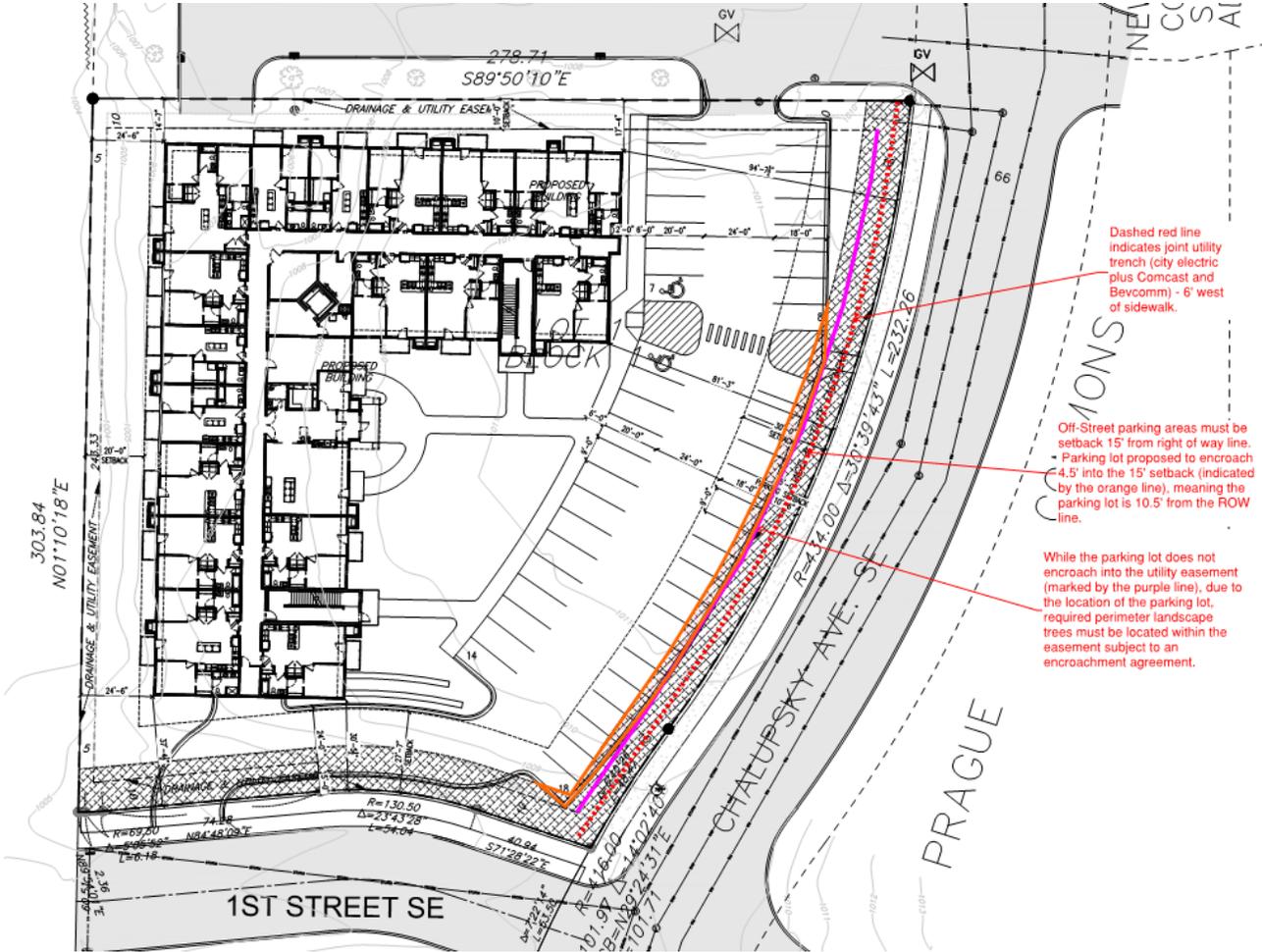
- 1. Site Map Aerial – Dated 8/16/24
- 2. Zoning Site Map – Dated 8/16/24
- 3. Site Sketch – Undated
- 4. Photos – Dated 4/24/24
- 5. Google Street View Photos - Undated



Ten Nineteen Development LLC - Variance #V5-2024
August 28, 2024 Planning Commission Meeting
Page 6 of 11



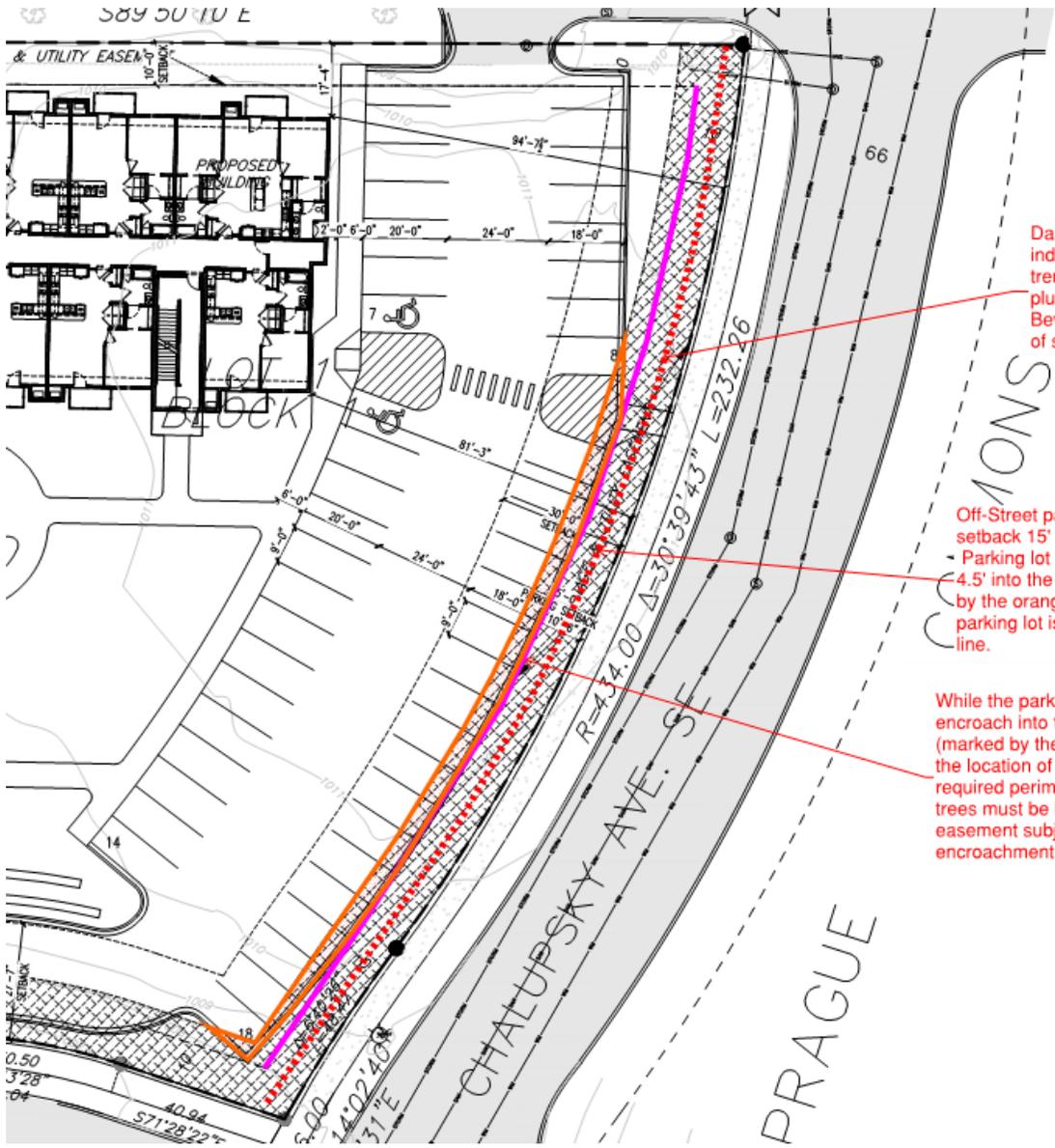
Ten Nineteen Development LLC - Variance #V5-2024
August 28, 2024 Planning Commission Meeting
Page 7 of 11



Dashed red line indicates joint utility trench (city electric plus Comcast and BevoComm) - 6' west of sidewalk.

Off-Street parking areas must be setback 15' from right of way line.
 Parking lot proposed to encroach 4.5' into the 15' setback (indicated by the orange line), meaning the parking lot is 10.5' from the ROW line.

While the parking lot does not encroach into the utility easement (marked by the purple line), due to the location of the parking lot, required perimeter landscape trees must be located within the easement subject to an encroachment agreement.



Dashed red line indicates joint utility trench (city electric plus Comcast and Bevcomm) - 6' west of sidewalk.

Off-Street parking areas must be setback 15' from right of way line. Parking lot proposed to encroach 4.5' into the 15' setback (indicated by the orange line), meaning the parking lot is 10.5' from the ROW line.

While the parking lot does not encroach into the utility easement (marked by the purple line), due to the location of the parking lot, required perimeter landscape trees must be located within the easement subject to an encroachment agreement.



Looking west from Chalupsky Ave. SE.



Looking East from 1st Street SE and curb cut to site.



Looking west from Chalupsky Ave. SE.



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: PLANNING COMMISSION SUMMARY - REQUEST FOR VARIANCE #V6-2024 TO ALLOW A SOUTHERN DRIVEWAY ACCESS THAT IS 21’ FEET FROM THE NEAREST RIGHT OF WAY INTERSECTION IN THE I-1 LIGHT INDUSTRIAL ZONING DISTRICT AT 222 2ND AVE SW, AS PROPOSED BY NEW PRAGUE MILL, LLC
DATE: AUGUST 29, 2024

Planning Commission Summary

The Planning Commission heard the above variance request at their August 28th, 2024, meeting. New Prague Mill, LLC, the applicant, is requesting a variance to have a driveway access that is 21’ from the nearest right of way intersection to construct a southern private one-way driveway access and two parallel handicap stalls. According to the Zoning Ordinance, a commercial/industrial driveway must be setback a minimum of 100’ from the edge of the street right of way of two local streets (2nd Ave SW and 2nd St SW). The variance would help reduce traffic conflicts and satisfy the shooting range’s minimum handicap stall requirement.

While a public hearing is not required for variances, the Planning Commission did open a public hearing for comment. One comment was received from Joe Nadeau at 212 2nd Street SW where he stated he wasn’t opposed to the variance or the gun range in general, but rather suggested the City look into adding stop signs to the intersection of 2nd Street SW and 2nd Ave. SW. Staff noted they would look into if adding stop signs would be warranted.

The Planning Commission recommended approval of the variance request on a unanimous vote (4-0) based on the six findings and one condition listed in the attached resolution.

Staff Recommendation

Staff recommends approval of the attached resolution “...Approving Variance (#V6-2024) ...”.

RESOLUTION #24-09-03-04

RESOLUTION OF THE NEW PRAGUE CITY COUNCIL APPROVING VARIANCE (#V6-2024) TO ALLOW A SOUTHERN DRIVEWAY ACCESS THAT IS 21' FROM THE NEAREST RIGHT OF WAY INTERSECTION IN THE I-1 LIGHT INDUSTRIAL ZONING DISTRICT AT 222 2ND AVE SW, AS PROPOSED BY NEW PRAGUE MILL, LLC, NEW PRAGUE, MINNESOTA

WHEREAS, New Prague Mill, LLC, owner of the following real estate in the County of Le Sueur to wit:

Parcel 1:

Lots 1, 2, 3, and 4 in Block No. 4, in the Village (now City) of New Prague, Le Sueur County, Minnesota.

Parcel 2:

Lot 4, Block 26, Syndicate Addition to New Prague, Le Sueur County, Minnesota, together with that part of the North half of the Vacated alley lying West of the Southerly extension of the East line of said Lot 4.

Parcel 3:

Block 22 of “Beans Re-Arrangement of Block 22 and 23 Syndicate Addition to New Prague”.

Parcel 4: Block 23 of “Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague”, together with the vacated alley and the North half of vacated “L” street as shown on said Plat.

Parcel 5:

Lots 1 and 2, Block 23-1/2, of “Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague”, together with the South half of vacated “L” Street as shown on said Plat.

Parcel 6:

Commencing with the intersection of the County Road with the line of the right way of the M. & St. L. Ry. Co., on the East side of their track, thence running East 70 feet, thence South 356 feet to a point 75 feet East of the said right of way line, thence west 75 feet to

said right of way, thence running North 356 feet to the point of beginning, being in the NW1/4 of NW1/4 of Sec. 3-112-23, Le Sueur County, Minnesota.

Parcel 7:

The tract of land lying and being in the County of Le Sueur and State of Minnesota, described as follows, to wit: Beginning at a point on the North line of Section Three (3), Township One Hundred Twelve (112) North, Range Twenty-three (23) West, said point being distant East, One Hundred Fifty (150) feet, measured along said section line from the original centerline of the Railways main track; thence Southwardly Four Hundred Nine and Five-Tenths (409.5) feet, to a point distant Easterly Sixty-Seven and Ninety-seven Hundredths (67.97) feet, measured at right angles thereto, from said centerline of main track, thence Northwardly, parallel with said centerline of main track, Three Hundred Seven and One-Tenth, (307.1) feet; thence eastwardly at right angles, Three and Six Tenths (3.6) feet; thence Northwardly about One Hundred (100) feet to a point on said Section line distant West Sixty-Nine and Seventy-Three Hundredths (69.73) feet from the point of beginning; thence East, upon and along said Section line Sixty-Nine and Seventy-three Hundredths (69.73) feet to the point of beginning.

Parcel 8:

That part of the NW1/4 NW1/4 of Section 3, Township 112 North, Range 23 West, City of New Prague, Le Sueur County, Minnesota, described as follows: Commencing at the intersection of the centerline of main track of the Union Pacific Railroad Company and the North line of Section 3; thence N. 90 degrees 00 minutes 00 seconds E. (assumed bearing) along the North line of Section 3, a distance of 150.00 feet; thence S. 07 degrees 06 minutes 51 seconds W., 409.64 feet to a point distant 67.97 feet Easterly of and measured at right angles from the centerline of said main track; thence N. 04 degrees 22 minutes 30 seconds W., parallel with the centerline of said main track, 307.10 feet; thence N. 85 degrees 37 minutes 30 seconds E., 3.60 feet; thence N. 00 degrees 28 minutes 52 seconds E., 67.01 feet to the Southerly right of way line of State Highway No. 19 (Main Street); thence N. 90 degrees 00 minutes 00 seconds W., along said right of way line, a distance of 27.32 feet to a point distant 50.00 feet Easterly of and measured at right angles to the centerline of said main track; thence S. 04 degrees 22 minutes 30 seconds E., parallel with the centerline of said main track, 464.37 feet; thence N. 07 degrees 06 minutes 51 seconds E., 90.22 feet to the point of beginning.

are requesting a variance to allow a southern driveway access in the I1-Light Industrial District that is 21' from the nearest street right of way intersection at 222 2nd Ave SW, which is located on the above-described real estate; and,

WHEREAS, the New Prague Planning Commission has completed a review of the application and made a report pertaining to said request (#V6-2024), a copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 28th day of August, 2024, after due consideration of presented testimony and information, voted unanimously (4-0) to forward staff's recommendation to the City Council with a recommendation for approval; and,

WHEREAS, the New Prague City Council finds:

- A. The requested variance is in harmony with the general purposes and intent of this Ordinance because an indoor firing range is a conditional use in the I-1 Light Industrial Zoning District.
- B. The requested variance is consistent with the comprehensive plan because an indoor firing range is a conditional use in the I-1 Light Industrial Zoning District.
- C. The applicant will continue to use the property in a reasonable manner in that the variance is only needed for a one-way driveway access that will reduce traffic conflicts and provide more appropriate handicap parking.
- 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 subject building is very close to 2nd Ave SW and with the need of two handicap parking stalls closest to the entrance, there would be no room to have the driveway be further from the intersection.
- E. The variance does not alter the essential character of the neighborhood because there are several building in the area that have reduced setbacks, which causes driveways to be closer to the intersection.
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow vehicles to enter from both 2nd St SW and 2nd Ave SW as well as providing handicap stalls that are closer to the building entrance.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the request for variance #V6-2024 to allow a southern driveway access in the I1-Light Industrial District that is 21' from the nearest street right of way intersection at 222 2nd Ave SW, is hereby approved based on the above findings and with the following condition:

- 1. The driveway access must meet all the comments made by the City Engineer dated on 8/20/2024.

This Variance approval becomes effective immediately upon its passage and without publication.

Passed this 3rd day of September, 2024.

Duane J. Jirik, Mayor

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

State of Minnesota)
)ss. (CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kyra J. Chapman
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KYRA CHAPMAN – PLANNER
SUBJECT: REQUEST FOR VARIANCE PERMIT #V6-2024 TO ALLOW A SOUTHERN DRIVEWAY ACCESS THAT IS 21’ FEET FROM THE NEAREST RIGHT OF WAY INTERSECTION IN THE I-1 LIGHT INDUSTRIAL ZONING DISTRICT AT 222 2ND AVE SW, AS PROPOSED BY NEW PRAGUE MILL, LLC.
DATE: AUGUST 22, 2024

Background

The New Prague Flouring Mill was first established in 1896 and was the main economic driver in the City, making New Prague a large manufacturer of farm produce for several years. However, in 2019 Miller Milling closed their business, later selling the property to current owners, New Prague Mill, LLC, who use the property largely for warehousing purposes with tenants from MVE Biological Solutions and Autowash Systems, Inc.

On December 4th, 2023, the City approved conditional use permit #C5-2023 and #V4-2023 to allow an indoor firing range and limited retail sales within the I-1 Light Industrial District and to be less than 1000’ from the nearest establishment licensed to dispense intoxicating beverage as proposed by 2 If By Sea Tactical. On April 15th, 2024, City Council approved interim use permit #I1-2024 to allow a religious institution in the I-1 Light Industrial District as proposed by Faith, Recovery & Music. 2 If By Sea Tactical will be occupying the southern section of the mill, whereas Faith, Recovery & Music will reside in the center of the building. Both tenants will share the parking lot but must meet their respective minimum parking stall requirements.

In #C5-2023, it was listed as a condition to have “Do Not Enter” signage posted at the parking lot entrance near the intersection of 1st Street SW and 2nd Ave SW. All traffic would have to enter and or exit from the southern driveway entrance, preventing potential collisions.

New Prague Mill LLC is requesting a variance from driveway access and spacing requirement to add a southern one-way driveway access near the intersection of 2nd Ave SW and 2nd St SW. The driveway access would include two parallel handicap parking stalls to meet the minimum parking stall requirements for the indoor gun range. The proposed driveway access would be 21’ from the street right-of-way, whereas the Zoning Ordinance would require the driveway access to be a minimum of 100’ from the street right-of-way.

Legal Description

Parcel 1:

Lots 1, 2, 3, and 4 in Block No. 4, in the Village (now City) of New Prague, Le Sueur County, Minnesota.

Parcel 2:

Lot 4, Block 26, Syndicate Addition to New Prague, Le Sueur County, Minnesota, together with that part of the North half of the Vacated alley lying West of the Southerly extension of the East line of said Lot 4.

Parcel 3:

Block 22 of “Beans Re-Arrangement of Block 22 and 23 Syndicate Addition to New Prague”.

Parcel 4: Block 23 of “Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague”, together with the vacated alley and the North half of vacated “L” street as shown on said Plat.

Parcel 5:

Lots 1 and 2, Block 23-1/2, of “Beans Re-Arrangement of Blocks 22 and 23 Syndicate Addition to New Prague”, together with the South half of vacated “L” Street as shown on said Plat.

Parcel 6:

Commencing with the intersection of the County Road with the line of the right way of the M. & St. L. Ry. Co., on the East side of their track, thence running East 70 feet, thence South 356 feet to a point 75 feet East of the said right of way line, thence west 75 feet to said right of way, thence running North 356 feet to the point of beginning, being in the NW1/4 of NW1/4 of Sec. 3-112-23, Le Sueur County, Minnesota.

Parcel 7:

The tract of land lying and being in the County of Le Sueur and State of Minnesota, described as follows, to wit: Beginning at a point on the North line of Section Three (3), Township One Hundred Twelve (112) North, Range Twenty-three (23) West, said point being distant East, One Hundred Fifty (150) feet, measured along said section line from the original centerline of the Railways main track; thence Southwardly Four Hundred Nine and Five-Tenths (409.5) feet, to a point distant Easterly Sixty-Seven and Ninety-seven Hundredths (67.97) feet, measured at right angles thereto, from said centerline of main track, thence Northwardly, parallel with said centerline of main track, Three Hundred Seven and One-Tenth, (307.1) feet; thence eastwardly at right angles, Three and Six Tenths (3.6) feet; thence Northwardly about One Hundred (100) feet to a point on said Section line distant West Sixty-Nine and Seventy-Three Hundredths (69.73) feet from the point of beginning; thence East, upon and along said Section line Sixty-Nine and Seventy-three Hundredths (69.73) feet to the point of beginning.

Parcel 8:

That part of the NW1/4 NW1/4 of Section 3, Township 112 North, Range 23 West, City of New Prague, Le Sueur County, Minnesota, described as follows: Commencing at the intersection of the centerline of main track of the Union Pacific Railroad Company and the North line of Section 3; thence N. 90 degrees 00 minutes 00 seconds E. (assumed bearing) along the North line of Section 3, a distance of 150.00 feet; thence S. 07 degrees 06 minutes 51 seconds W., 409.64 feet to a point distant 67.97 feet Easterly of and measured at right angles from the centerline of said main track; thence N. 04 degrees 22 minutes 30 seconds W., parallel with the centerline of said main track, 307.10 feet; thence N. 85 degrees 37 minutes

30 seconds E., 3.60 feet; thence N. 00 degrees 28 minutes 52 seconds E., 67.01 feet to the Southerly right of way line of State Highway No. 19 (Main Street); thence N. 90 degrees 00 minutes 00 seconds W., along said right of way line, a distance of 27.32 feet to a point distant 50.00 feet Easterly of and measured at right angles to the centerline of said main track; thence S. 04 degrees 22 minutes 30 seconds E., parallel with the centerline of said main track, 464.37 feet; thence N. 07 degrees 06 minutes 51 seconds E., 90.22 feet to the point of beginning.

Neighborhood Conditions

North – Central Business District / Main Street and underutilized portions of the former mill building which are also zoned I-1 Light Industrial

South – I-1 Light Industrial Zoned properties and to the southeast are some residential dwellings separated by public roads from the subject site

East – Mach Lumber which is zoned I-1 Light Industrial and single-family homes further east

West – Union Pacific Railroad and beyond that is the B-3 Highway Commercial Zoning District and TH13/21.

The former mill property is unique in that there are several different zoning districts surrounding the site. The Mill is currently occupied by Faith, Recovery & Music and the future indoor firing range. The building is also being used for warehousing purposes for MVE Biological Solutions and Autowash Systems, Inc.

Wells Fargo Bank at 217 W Main Street, northeast of the subject site, was granted approval for V7-2018 to have reduced driveway access of 150’ from Trunk Highway 19 to 22’ on 2nd Ave NW.

Applicant’s Statement

The applicant submitted the following statement on 8/16/2024:

The driveway variance is needed for the new gun range parking requirements. In order to put the 2-handicap parking spots close to the entrance, we are paving the rocked area. Given the limited space there, they can only be placed north/south along the sidewalk. To prevent these users from having to back all the way to the main area, we would like them to be able to pull straight through. This would be a limited use exit only driveway, so it shouldn’t impact the flow of traffic in that area. The main driveways stay in place for the general public.

Rick Kaun
The New Prague Mill LLC

Lot Size

The New Prague Mill property is approximately 253,955 sq ft (5.83 acres) in total. ATR LLC (2 If By Sea Tactical) will utilize 10,000 sq ft of the building in the southern section of the Mill. Faith, Recovery & Music is housed in 780 sq ft of office area within the central portion of the Mill.

Zoning/Driveway Access

Section 723 of the Zoning Ordinance, details requirements related to access spacing and driveways. The property is zoned I1- Light Industrial District and both 2nd Ave SW and 2nd St SW are local streets. Since the commercial/industrial driveway would be located near the intersection of two local streets, it must be a minimum of 100’ from the edge of the street right of way. For a one-way commercial/industrial driveway, the curb cut, and drive aisle must be a minimum of 13’ wide. New Prague Mill LLC is requesting a variance for the proposed driveway access to be 21’ from the street right of way. The proposed curb cut, and drive aisle will be 14’ wide. The proposed width for the curb cut and drive aisle would be meeting the Zoning Ordinance but the proposed driveway access distance from the right of way would not.

Parking

The I-1 Light Industrial District requires off-street parking. The indoor gun range must have a minimum of 24 parking stalls, which was calculated by the square footage and use of the space. As part of that requirement, at least two of the stalls must be handicap accessible, one of which must be van accessible. The applicant intends to put the two handicap accessible stalls near the new front entrance and along the proposed driveway access. The stalls would be parallel parking stalls, directly east of the gun range. All parking spaces must be surfaced with either concrete or plant mixed bituminous. As per Building Code, there must be an 8’ gap on the passenger’s side of the van accessible parking spot.

According to C5-2023 and V4-2023, the approved conditions must be met. The parking lot must be setback a minimum of 5’ from the eastern property line along 2nd Ave SW. “Do Not” Enter” signage must be posted at the parking lot entrance near the intersection of 1st Street SW and 2nd Ave SW. Only delivery and loading trucks may pass through this entrance outside normal business hours. The signage would prohibit customers from entering the northern entrance, therefore, preventing potential vehicle collisions with parked cars. This would also direct customers to only use the southern parking lot entrance.

The proposed parking lot must follow Section 717 of the Zoning Ordinance, detailing the standards to parking stall dimensions, setbacks, and minimum stall requirement. The parking lot must be striped in white or yellow paint no less than 4” wide. For a 90-degree angled parking lot, the parking stalls must be 9’ wide, 20’ deep, and a minimum lot drive aisle width of 24’ (for two-way traffic).

As a condition of C5-2023 and V4-2023, at least one tree must be planted along the perimeter of the new pavement to meet the parking lot requirements for new paved parking areas.

Public Works /Utilities / Engineering Comments

Public Works Director Matt Rynda and Utilities General Manager Bruce Reimers did not provide any comment on the subject.

City Engineer Chris Knutson provided the following comments on 8/20/2024 regarding the original plan that was dated 8/7/2024:

- 1. The site plan as provided does not appear to scale. The radius on the street is significantly larger than shown. The driveway entrance will be in the curb radius. The site plan should

- be revised to accurately reflect the existing and proposed conditions. A driveway should not be located within a curb radius, it does appear it will likely be close.
2. The proposed driveway should not include curb or a radius as shown. Curb cut with concrete apron only. Curb may be constructed on the property outside the right of way. See adjacent residential properties for examples.
 3. Non-paved areas shall be restored with turf. This appears to affect the SE corner primarily.
 4. Paving shall extend to the existing bituminous surface on north side of driveway.
 5. A one-way driveway only needs to accommodate a single vehicle width. It should be narrowed to 14'.
 6. Depict sign locations for accessible parking and no parking locations on site plan. No parking signs along the building may be needed.
 7. Ensure accessible parking spaces, access aisle, and access route meet sloping requirements (maximum 2.0%). The design slope on 2nd Avenue SW was 2.2% and likely matches the sidewalk. They may need some buffer between the access aisle and sidewalk to ensure maximum slopes aren't exceeded.

Police Chief Comments

Police Chief Tim Applen did not provide any comment on the subject.

Building Official Comments

Building Official Scott Sasse verified that the proposed plans from the previous draft dated 8/7/2024 met the Minnesota Accessibility requirements for parking spaces. The following code sections relate to this project:

502.4.1 Location.

Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle. Access aisles shall not overlap with the vehicular way. Parking spaces shall be permitted to have access aisles placed on either side of the car or van parking space. Van parking spaces that are angled shall have access aisles located on the passenger side of the parking space

502.4.2 Width.

Access aisles serving car and van parking spaces shall be 96 inches (2440 mm) minimum in width

502.4.3 Length.

Access aisles shall extend the full length of the parking spaces they serve

502.4.4 Marking.

Access aisles shall be marked so as to discourage parking in them and be provided with the designation "no parking." The "no parking" designation shall be provided on a sign centered at the head end of the access aisle a maximum of 96 inches (2440 mm) from the head of the access aisle, and be mounted 60 inches (1525 mm) minimum and 66 inches (1676 mm) maximum above the floor of the access aisle, measured to the bottom of the sign. Where access aisles are marked with lines, the width measurements of access aisles and adjacent parking spaces shall be made from the centerline of the markings.

Exceptions:

1. A sign indicating no parking shall not be required where the sign would obstruct a curb ramp or pedestrian route. In this case, the no parking designation shall be provided on the surface of the access aisle.
2. A sign indicating no parking shall not be required where parking spaces and access aisles are enclosed or otherwise protected from the elements. In this case, the no parking designation shall be provided on the surface of the access aisle.
3. Where access aisles or parking spaces are not adjacent to another access aisle or parking space, measurements shall be permitted to include the full width of the line defining the access aisle or parking space.

Criteria for Granting Variance – Section 507

The Zoning Ordinance defines a variance as follows: A modification or variation of the provisions of this Ordinance where it is determined that by reason of unique circumstances relating to a specific lot, that strict application of the Ordinance would cause practical difficulties. Practical difficulties is a legal standard set forth in law that cities must apply when considering applications for variances. To constitute practical difficulties, all three factors of the test must be satisfied, which are reasonableness, uniqueness and essential character. The Zoning Ordinance’s criteria addresses these standards.

The Zoning Ordinance identifies criteria for granting variances as noted below. These items must be evaluated by the Planning Commission and City Council when considering variance requests. It is important to note that variances should only be granted in situations of practical difficulties. A variance may be granted only in the event that all of the circumstances below exist. Staff has evaluated the established criteria for this specific request. Staff’s comments are highlighted in yellow below:

- A. The variance is in harmony with the general purposes and intent of this Ordinance. (The requested variance is in harmony with the general purposes and intent of this Ordinance because an indoor firing range is a conditional use in the I-1 Light Industrial Zoning District.)
- B. The variance is consistent with the comprehensive plan. (The requested variance is consistent with the comprehensive plan because an indoor firing range is a conditional use in the I-1 Light Industrial Zoning District.)
- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance, the City Code or the City Subdivision Ordinance. (The applicant will continue to use the property in a reasonable manner in that the variance is only needed for a one-way driveway access that will reduce traffic conflicts and provide more appropriate handicap parking.)
- D. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property since enactment of this Ordinance has had no control. The unique circumstances do not result from the actions

of the applicant. (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 subject building is very close to 2nd Ave SW and with the need of two handicap parking stalls closest to the entrance, there would be no room to have the driveway be further from the intersection.)

- E. The variance does not alter the essential character of the neighborhood. (The variance does not alter the essential character of the neighborhood because there are several building in the area that have reduced setbacks, which causes driveways to be closer to the intersection.)
- F. That the variance requested is the minimum variance which would alleviate the practical difficulties. Economic conditions alone do not constitute practical difficulties. (The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow vehicles to enter from both 2nd St SW and 2nd Ave SW as well as providing handicap stalls that are closer to the building entrance.)
- G. The Board of Adjustment may impose such conditions upon the premises benefited by a variance as may be necessary to comply with the standards established by this Ordinance, or to reduce or minimize the effect of such variance upon other properties in the neighborhood, and to better carry out the intent of the variance. The condition must be directly related to and must bear a rough proportionality to the impact created by the variance. No variance shall permit a lower degree of flood protection than the Regulatory Flood Protection Elevation for the particular area or permit standards lower than those required by federal, state or local law. (The driveway access must meet all the comments made by the City Engineer dated on 8/20/2024.)

Staff Recommendation

Staff recommends approval of Variance #V6-2024 to allow reduced access spacing from street right of way intersection of 2nd St SW and 2nd Ave SW from 21’ as opposed to the standard 100’ requirement at 222 2nd Ave SW, as proposed by New Prague Mill, LLC, with the following findings for the variance:

- A. The requested variance is in harmony with the general purposes and intent of this Ordinance because an indoor firing range is a conditional use in the I-1 Light Industrial Zoning District.
- B. The requested variance is consistent with the comprehensive plan because an indoor firing range is a conditional use in the I-1 Light Industrial Zoning District.
- C. The applicant will continue to use the property in a reasonable manner in that the variance is only needed for a one-way driveway access that will reduce traffic conflicts and provide more appropriate handicap parking.
- 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 subject building is very close to 2nd Ave SW and with the need of two handicap parking stalls closest to the entrance, there would be no room to have the driveway be further from the intersection.

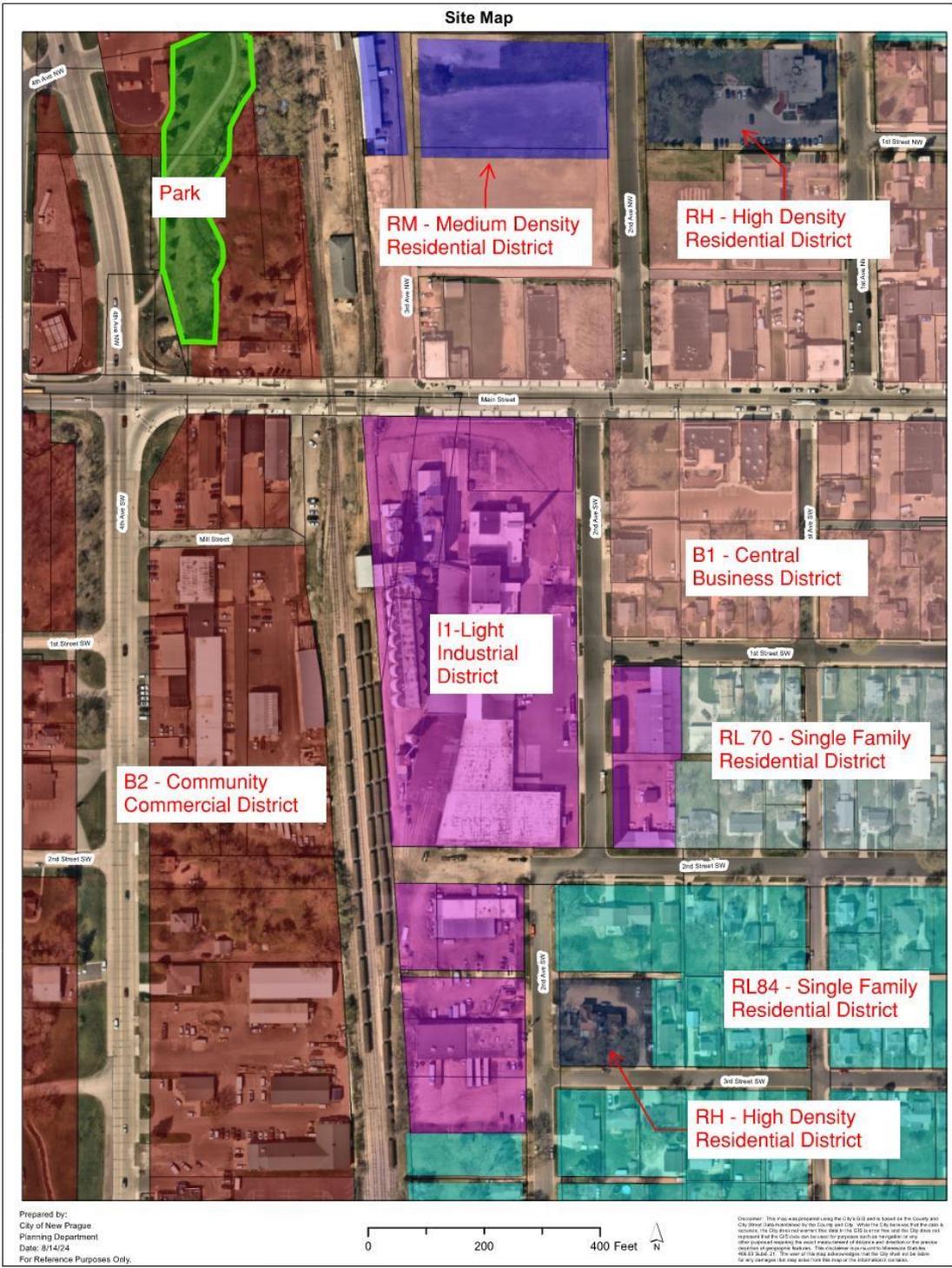
- E. The variance does not alter the essential character of the neighborhood because there are several building in the area that have reduced setbacks, which causes driveways to be closer to the intersection.
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would allow vehicles to enter from both 2nd St SW and 2nd Ave SW as well as providing handicap stalls that are closer to the building entrance.
- G. The driveway access must meet all the comments made by the City Engineer dated on 8/20/2024.

Attachments

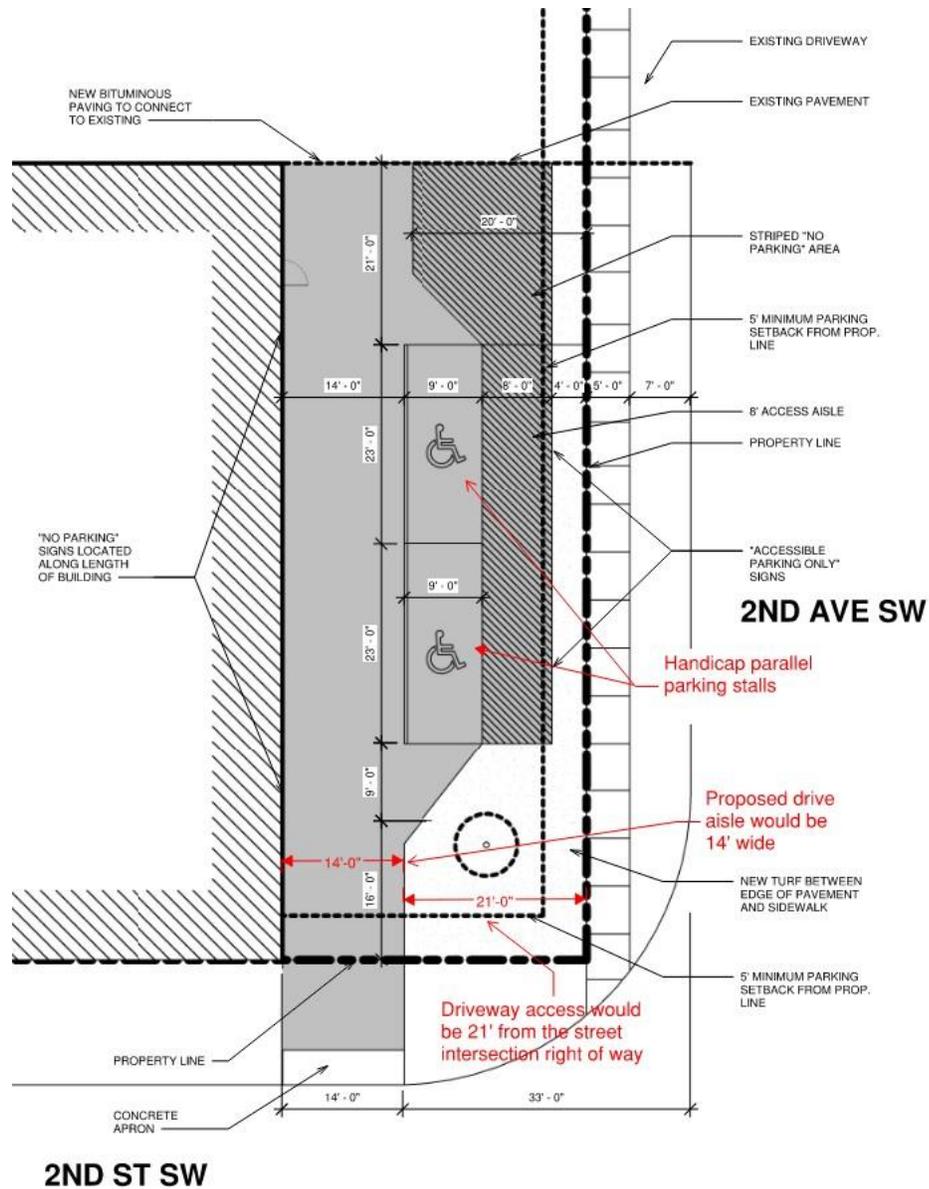
- 1. Site Map Aerial – Dated 8/14/24
- 2. Shooting Range Location – Dated 10/26/23
- 3. Site Map Zoning – Dated 8/14/24
- 4. Driveway Access/Handicap Stall Diagram – Dated 8/7/24 (although this is the revised copy - 8/22/24)
- 5. Pictures – Dated 8/20/24



Aerial View of the Site



Zoning Districts of Subject and Neighboring Properties



Driveway Access Plan Detail



Looking NW towards Indoor Firing Range – Main Entrance will be on the east elevation of the building along with handicap parking stalls



Looking N at the proposed driveway access



Looking south from the sidewalk towards the intersection of 2nd Ave SW and 2nd St SW



Looking NE at the intersection of 2nd Ave SW and 2nd St SW



Looking SW from the existing driveway access on 2nd Ave SW



Looking NW from the existing driveway access on 2nd Ave SW, viewing the future parking lot for the indoor firing range and religious institution



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: PLANNING COMMISSION SUMMARY - REQUEST FOR VARIANCE #V7-2024 TO ALLOW A 17 SQUARE FOOT BUILDING SIGN RATHER THAN THE MAXIMUM 12 SQUARE FOOT SIGN AT 100 12TH STREET NW, AS PROPOSED BY NEW PRAGUE COMMUNITY CENTER ASSOCIATION, INC
DATE: AUGUST 29, 2024

Planning Commission Summary

The Planning Commission heard the above variance request at their August 28th, 2024, meeting. This summer the New Prague Community Center Ice Arena replaced their old building signage with a new sign at 17 sq ft in size. The Zoning Ordinance mandates that nonresidential uses in the RL90 Single Family Residential District may not have signage that exceeds 12 sq ft. Several adjacent properties have received similar sign variances such as the Gymnastics Club (V1-2007), New Prague Area Schools (V5-2012), and To The Pointe! Dance Academy (V3-2013). The proposed variance would enhance legibility of the sign.

No public comment was received during the meeting.

The Planning Commission recommended approval of the variance request on a unanimous vote (4-0) based on the findings listed in the attached resolution.

Staff Recommendation

Staff recommends approval of the attached resolution “...Approving Variance (#V7-2024) ...”.

RESOLUTION #24-09-03-05

**RESOLUTION OF THE NEW PRAGUE CITY COUNCIL APPROVING
VARIANCE (#V7-2024) TO ALLOW A 17 SQUARE FOOT BUILDING SIGN RATHER
THAN THE STANDARD 12 SQUARE FOOT SIGN AT 100 12TH STREET NW, AS
PROPOSED BY NEW PRAGUE COMMUNITY CENTER ASSOCIATION, INC, NEW
PRAGUE, MINNESOTA**

WHEREAS, New Prague Community Center Association, Inc , owner of the following real estate in the County of Scott to wit:

Lot 1, Block 1, Community Center Addition, according to the plat thereof, Scott County, Minnesota.

are requesting a variance to allow 17 sq ft building sign at 100 12th Street NW in the RL90 Single Family Residential District, which is located on the above-described real estate; and,

WHEREAS, the New Prague Planning Commission has completed a review of the application and made a report pertaining to said request (#V7-2024), a copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 28th day of August, 2024, after due consideration of presented testimony and information, voted unanimously (4-0) to forward staff's recommendation to the City Council with a recommendation for approval; and,

WHEREAS, the New Prague City Council finds:

- A. The variance to allow building signage to exceed 12 sq. ft. is in harmony with the general purposes and intent of the Zoning Ordinance because building signage is a permitted addition to a non-residential building in the RL-90 Single Family Residential Zoning District.
- B. The variance to allow building signage to exceed 12 sq. ft. is in harmony with the general purposes and intent of the Comprehensive Plan because building signage is a permitted addition to a non-residential building in the RL-90 Single Family Residential Zoning District as designated by the plan.

- C. The applicant proposes to use the property in a reasonable manner by adding only an additional 17 sq. ft. of building signage, which is slightly above the permitted 12 sq ft building signage requirement.
- D. Unique circumstances apply to this property over which the applicant had no control, and which do not generally apply to other properties nearby because the property is a nonresidential use and the building face is significantly large, therefore the bigger sign would help accommodate the large building size.
- E. The variance does not alter the essential character of the neighborhood because there are adjacent properties that were issued signage variances as permitted non-residential uses in the RL-90 Single Family Residential District such as the Gymnastics Club (V1-2007), New Prague Area Schools (V5-2012), and To The Pointe! Dance Academy (V3-2013).
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would be legible for those who are walking or driving by.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the request for variance #V7-2024 to allow a 17 sq ft building sign rather than the standard 12 sq ft sign in the RL90 Single Family Residential District at 100 12th Street NW, is hereby approved based on the above findings.

This Variance approval becomes effective immediately upon its passage and without publication.

Passed this 3rd day of September, 2024.

Duane J. Jirik, Mayor

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2024.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kyra J. Chapman
City of New Prague
118 Central Ave. N.
New Prague, MN 56071
(952) 758-4401



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KYRA CHAPMAN – PLANNER
SUBJECT: REQUEST FOR VARIANCE #V7-2024 TO ALLOW A 17 SQUARE FOOT BUILDING SIGN RATHER THAN THE STANDARD 12 SQUARE FOOT SIGN AT 100 12TH STREET NW, AS PROPOSED BY NEW PRAGUE COMMUNITY CENTER ASSOCIATION, INC
DATE: AUGUST 21, 2024

Background / History

The New Prague Community Center Ice Arena is located at 100 12th St NW in the RL-90 Single Family Residential Zoning District. The property comprises of 2.8 acres of land and was established in 1996. Twenty years ago, conditional use permit C9-2004 was approved at the property, allowing a 70 sq ft monument sign, larger than the allowed 12 sq ft sign in the RL90 Single Family Residential District at the time. Although it was approved, it appears that it was never installed or utilized.

This summer the Community Center replaced their building signage with new signage. The new existing 17 sq ft building signage does not currently meet the Zoning Ordinance. Within the RL-90 Single Family District, nonresidential uses shall not have signage that exceeds 12 square feet in area. The previous signage was much larger than the new sign, but it still needs to be in compliance with the Zoning Ordinance. There have been several variances that were granted for this similar reason such as the Gymnastics Club (V1-2007), New Prague Area Schools (V5-2012), and To The Pointe! Dance Academy (V3-2013), which is in the same vicinity of the Community Center Ice Arena.

Legal Description

Lot 1, Block 1, Community Center Addition, according to the plat thereof, Scott County, Minnesota.

Zoning

New Prague Community Center Association – Variance #V7-2024
August 28, 2024 Planning Commission Meeting
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The subject property is located in the RL90 Single Family Residential Zoning District.

Zoning Ordinance Section 718 (2) (C) states one building sign for each permitted nonresidential use or use by conditional use permit. Such signs shall not exceed 12 square feet in area per surface and be so constructed as to have more than two surfaces. The applicant is requesting to allow a 17 sq ft large building sign. Although the previous building signage was much larger than the existing signage, it does not meet current sign requirements for buildings. However, the building face is quite large, amassing approximately 1,975 sq ft, which means the signage only covers 0.86% of the building face. For comparative purposes, building signage area cannot exceed 15% of the building face in commercial districts.

Neighborhood Conditions and Nearby Land Uses

North — New Prague High School and single-family residential homes in the RL90 Single Family Residential District

South — I1 Light Industrial properties (Chart Inc) and Track and Football Stadium

East —New Prague Gymnastics Club Inc and Falcon Ridge Elementary School Hill

West – Residential homes in the RL90 Single Family Residential district and baseball and soccer fields

Areas to the north, south, and east and zoned RL90 Single Family Residential. Most of the structures that reside in this RL-90 zoned area are either residential homes or affiliated with New Prague Area Schools. Since most of the surrounding land is associated with the school district, staff believes that the sign on the building will fit the essential character of the neighborhood which is largely non-residential uses in a residential district.

There have been multiple sign variances have been awarded in the neighborhood. The Gymnastics Club was awarded a sign variance (V1-2007) at 200 12th St NE for a 21 sq ft building sign. New Prague Area Schools was awarded a sign variance (V5-2012) at 1200 ½ Columbus Ave N for a 30 sq ft building sign on the concession stand. When To The Pointe! Dance Academy resided at 200 12th Street NE, they were granted approval for V3-2013 for an additional 21 sq ft building sign for a combined sign area totaling 42 sq ft.

Statement of Practical Difficulties

The applicant explained that the reason for the variance is to improve legibility so that it is clear and viewable. The sign name was changed because the facility is no longer New Prague Ice Rink as people knew it as.

Public Works / Utilities / Engineer Comments

New Prague Community Center Association – Variance #V7-2024
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Public Works Director Matt Rynda, Utilities General Manager Bruce Reimers, and City Engineer Chris Knutson with SEH, Inc. did not have any comments on the matter.

Building Official Comments

Comments from the Building Official were not solicited as the variance is related to signs only.

Criteria for Granting Variances - Section 507

The Zoning Ordinance defines a variance as follows: A modification or variation of the provisions of this Ordinance where it is determined that by reason of unique circumstances relating to a specific lot, that strict application of the Ordinance would cause practical difficulties. Practical difficulties is a legal standard set forth in law that cities must apply when considering applications for variances. To constitute practical difficulties, all three factors of the test must be satisfied, which are reasonableness, uniqueness and essential character. The Zoning Ordinance’s criteria addresses these standards.

The Zoning Ordinance identifies criteria for granting variances as noted below. These items must be evaluated by the Planning Commission and City Council when considering variance requests. It is important to note that variances should only be granted in situations of practical difficulties. A variance may be granted only in the event that all of the circumstances below exist. Staff has attempted to evaluate the established criteria for this specific request. Staff’s comments are highlighted in yellow below:

- A. The variance is in harmony with the general purposes and intent of this Ordinance. (The variance to allow building signage to exceed 12 sq. ft. is in harmony with the general purposes and intent of the Zoning Ordinance because building signage is a permitted addition to a non-residential building in the RL-90 Single Family Residential Zoning District.)
- B. The variance is consistent with the comprehensive plan. (The variance to allow building signage to exceed 12 sq. ft. is in harmony with the general purposes and intent of the Comprehensive Plan because building signage is a permitted addition to a non-residential building in the RL-90 Single Family Residential Zoning District as designated by the plan.)
- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance, the City Code or the City Subdivision Ordinance. (The applicant proposes to use the property in a reasonable manner by adding only an additional 17 sq. ft. of building signage, which is slightly above the permitted 12 sq ft building signage requirement.)
- D. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property since enactment of this Ordinance has had no control. The unique circumstances do not result from

the actions of the applicant. (Unique circumstances apply to this property over which the applicant had no control, and which do not generally apply to other properties nearby because the property is a nonresidential use and the building face is significantly large, therefore the bigger sign would help accommodate the large building size.)

- E. The variance does not alter the essential character of the neighborhood. (The variance does not alter the essential character of the neighborhood because there are adjacent properties that were issued signage variances as permitted non-residential uses in the RL-90 Single Family Residential District such as the Gymnastics Club (V1-2007), New Prague Area Schools (V5-2012), and To The Pointe! Dance Academy (V3-2013)).
- F. That the variance requested is the minimum variance which would alleviate the practical difficulties. Economic conditions alone do not constitute practical difficulties. (The variance requested is the minimum variance which would alleviate the practical difficulties because it would be legible for those who are walking or driving by.)
- G. The Board of Adjustment may impose such conditions upon the premises benefited by a variance as may be necessary to comply with the standards established by this Ordinance, or to reduce or minimize the effect of such variance upon other properties in the neighborhood, and to better carry out the intent of the variance. The condition must be directly related to and must bear a rough proportionality to the impact created by the variance. No variance shall permit a lower degree of flood protection than the Regulatory Flood Protection Elevation for the particular area or permit standards lower than those required by federal, state or local law. (No additional conditions are imposed.)

Staff Recommendation

Staff recommends **approval** of Variance #V7-2024 to allow a variance for a 17 sq ft building sign rather than the standard 12 sq ft sign at 100 12th Street NW, as proposed by New Prague Community Center Association, Inc for the following reasons:

- A. The variance to allow building signage to exceed 12 sq. ft. is in harmony with the general purposes and intent of the Zoning Ordinance because building signage is a permitted addition to a non-residential building in the RL-90 Single Family Residential Zoning District.
- B. The variance to allow building signage to exceed 12 sq. ft. is in harmony with the general purposes and intent of the Comprehensive Plan because building signage is a permitted addition to a non-residential building in the RL-90 Single Family Residential Zoning District as designated by the plan.

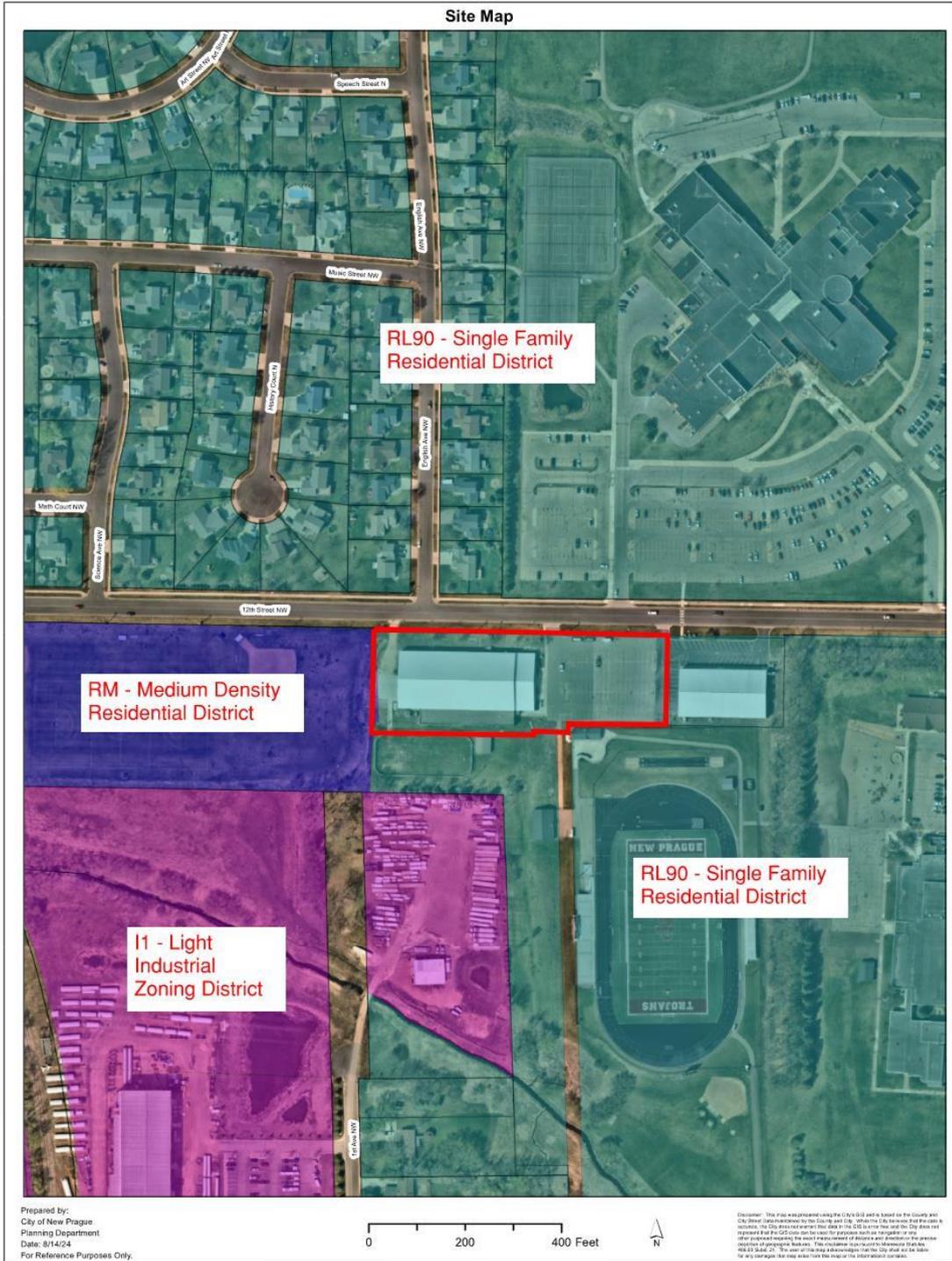
- C. The applicant proposes to use the property in a reasonable manner by adding only an additional 17 sq. ft. of building signage, which is slightly above the permitted 12 sq ft building signage requirement.
- D. Unique circumstances apply to this property over which the applicant had no control, and which do not generally apply to other properties nearby because the property is a nonresidential use and the building face is significantly large, therefore the bigger sign would help accommodate the large building size.
- E. The variance does not alter the essential character of the neighborhood because there are adjacent properties that were issued signage variances as permitted non-residential uses in the RL-90 Single Family Residential District such as the Gymnastics Club (V1-2007), New Prague Area Schools (V5-2012), and To The Pointe! Dance Academy (V3-2013).
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would be legible for those who are walking or driving by.

Attachments

- 1. Site Map Aerial – Dated 8/14/24
- 2. Site Map Aerial Zoning – Dated 8/14/24
- 3. Pictures — 8/20/2024
- 4. Google Street Map – Dated August 2023



Aerial Site Map



Site Map of Zoning Districts

New Prague Community Center Association – Variance #V7-2024
August 28, 2024 Planning Commission Meeting
Page 7 of 9



Community Center Ice Arena at 100 12th St NW



Existing After the Fact Variance Sign on the Community Center Ice Arena



Football field concession stand that was awarded approval for sign variance V5-2012 at 1200 1/2 Columbus Ave N



Google Street view of the previous building signage in August 2023



UTILITIES COMMISSION MEETING MINUTES

City of New Prague

Monday, July 29, 2024 at 3:30 PM

Power Plant - 300 East Main St

1. CALL TO ORDER

The meeting was called to order by Commission President Dan Bishop on Monday, July 29, 2024, at 3:29 p.m.

Commissioners present: Dan Bishop, Tom Ewert, Paul Busch, Chuck Nickolay, and Bruce Wolf
Staff present: GM Bruce Reimers, EOS Ken Zweber, and Finance Director Robin Pikal

2. APPROVAL OF AGENDA

Motion made by Commissioner Nickolay, seconded by Commissioner Wolf, to approve the agenda as presented. Motion carried (5-0).

3. APPROVAL OF MINUTES

a. June 24, 2024, Utilities Meeting Minutes
Motion made by Commissioner Wolf, seconded by Commissioner Busch, to approve the June minutes. Motion carried (5-0).

4. UTILITY AND SMMPA BILLS

a. Approval of accounts payable in the amount of **\$162,231.97** and the SMMPA billing of **\$528,546.50**.
Motion made by Commissioner Ewert, seconded by Commissioner Busch, to approve the SMMPA and utility bills. Motion carried (5-0).

5. FINANCIAL REPORTS

a. Investment Report
b. Financial Report
c. Water and Kilowatt Hours Sales
Motion made by Commissioner Nickolay, seconded by Commissioner Ewert, to approve the financial reports as presented. Motion carried (5-0).

6. APPROVAL OF HIRING OF BILLING SPECIALIST

a. Memo
Motion made by Commissioner Ewert, seconded by Commissioner Busch, approving the hiring of Billing Specialist Laurel Falck at Grade 9, Step 6 of the City of New Prague 2024 pay scale. Motion carried (5-0). A second motion was made by Commissioner Wolf and seconded by Commissioner Bishop approving a one-time payment to Robert Half in the amount of \$16,250 for recruiting services. Motion carried (5-0).

7. REVIEW AND APPROVAL OF POLICIES

a. Multi-Dwelling Water Meter Policy
b. Commercial Water Service Policy

GM Reimers presented two policies for approval. The first policy calls out the requirement of all multi dwelling units must have individual water meters for each unit. A motion was made by Commissioner Bishop, seconded by Commissioner Ewert, approving the Multi-Dwelling Water Meter Policy as presented. Motion carried (5-0). The commission asked that the Commercial Water Service Policy be changed to better define commercial buildings. GM Reimers stated he would consult with the city attorney or city planner to better define what is meant by commercial buildings and bring it back to the August meeting for review.

8. SMMPA BOARD OF DIRECTORS MEETING

- a. June 13, 2024
- b. July 10, 2024 (Bruce)

GM Reimers informed the commission on the following:

- SMMPA staff updated the board on the load forecast informing them that the cost of purchasing solar energy has nearly doubled in cost from 2021 estimates.
- SMMPA will be willing to cover up to 15% in added cost of the engine package if the actual cost of adding new quick start generation comes in higher than cost estimates used to develop the \$10/KW contract pricing for new member generation.
- SMMPA board approved the Austin Utilities 2050 contract extension bringing them to the same contract and dates as the other 16 members.

9. GENERAL MANAGER'S REPORT

GM Reimers reported on the following:

- Staff have been working with DGR Engineering to develop a set of bid documents for future generation that way the commission will have accurate estimates to determine future generation expansion.
- Water Operator Frank Bisek has informed management that it is his intent to retire in early 2025. GM Reimers would like to find his replacement in September or October to allow for some overlap for the new hire to learn the water operations.

10. OTHER BUSINESS

None.

11. ADJOURNMENT

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to adjourn the July 29, 2024, meeting at 4:43 p.m. Motion carried (5-0).

NEXT COMMISSION MEETING – Monday, August 26, 2024

Respectfully Submitted,

Bruce Reimers
General Manager



MEETING MINUTES

New Prague Golf Board

On site meeting at NPGC
Tuesday, July 23rd, 2024

The meeting was called to order at 6:30pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner, Bob Cunniff, Graham Kuehner, and Jen Berglund. Adam Brister, Adam Gill, and Councilmember Shawn Ryan were unable to attend. Also present: GPE Owner/Contract Manager Kurt Ruehling and NPGC Mechanic Mike Portner.

- **Approval of June 25th, 2024 Meeting Minutes:**
 - A motion to approve June 25th, 2024 Meeting Minutes was made by Berglund, seconded by Cunniff. Motion carried (4-0)
- **Claims for Payment (\$430,806.27):**
 - Ruehling informed Golf Board that the Cintas charges will be less than in the past, due to a contract negotiation.
 - A motion to approve the Claims for Payment was made by Gardner, seconded by Cunniff. Motion carried (4-0)
- **Review Monthly Income Statement and Balance Sheet (July 2024):**
 - Ruehling provided “back up” packets at the meeting in response to last month request
 - Ruehling pointed out \$1,000.00+ in saving from the initial outlay for carpet on 2nd floor dining area
 - A motion to approve the Monthly Income Statement and Balance Sheet was made by Cunniff, seconded by Kuehner. Motion carried (4-0)
- **Capital Equipment Report**
 - Nothing to report
- **Grounds Operation Update...Kurt Ruehling, GM / Mike Portner, Mechanic:**
 - Ruehling was asked to provide Golf Board with a copy of Jeff Pint, Superintendent’s “5-Year Improvement Plan” for review.
 - Portner informed Golf Board that a meter was installed in the new pump house, making the project nearly complete
 - The condition of the sand bunkers was brought up by Kuehner and Gardner for discussion. Following a few comments, it was agreed that the amount of sand in many of the bunkers was not adequate and Pint should look into the cost of some renovation. Topic will be revisited
- **Food & Beverage Update...Holly Pomije, Food & Beverage Coordinator:**
 - Budget looks great! Revenues are up and expenses are down...good job!
 - Coordinator, Holly Pomije has been away due to some health issues, staff is working extra hard to fill in any “gaps” created
 - Ruehling would like to recognize Jill Kes for stepping up!!Upcoming events include the League Mid-Season parties, so plans are underway
 - Pomije hosted a Food & Beverage Staff meeting that was well received by staff
 - Pomije is posting daily specials on Facebook...ok response

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling reported that rounds of golf are down YTD due to the spring rains...but revenues are holding steady
 - Ruehling would like to pursue Golf Genius and its applications in 2025. He will see how it looks in the Budget
 - Ruehling presented the Golf Board with a “first draft” of a simulator survey. Adam Gill will continue his work on gathering information
- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling continues to use the tee sheet, Facebook, voicemail, and email for communications. He is currently promoting the Club Championship and food specials
- **Golf Scholarship Event Summary...Den Gardner:**
 - Gardner’s goal for 2024 continues to be 18 teams to participate in the Scholarship Fund Raiser, he is encouraging the Golf Board to bring a team or 2!
 - Scholarship Fundraiser event is scheduled for August 18th, 2024
 - Ruehling provided a link on website for information and donations per last meeting
- **Review of GPE Management Contract:**
 - Ruehling provided his proposal to the Golf Board showing a modest 4.75% increase
- A motion was made by Gardner to recommend this proposal to City Council, seconded by Cunniff. Motion carried (4-0)

- **Miscellaneous:**
 - Ruehling discussed the need for new fence structures in front of Clubhouse for both cosmetic and safety reasons. He received two bids, with one being nearly 2x as much as the other. Golf Board recommends the project, Ruehling will finalize with City Administrator and move forward with project
 - Portner introduced the opportunity to purchase a used E-Z-GO Workhorse Utility Vehicle for \$2,000.00. He clearly explained the advantages and value and the Golf Board Member Jen Berglund made a motion to purchase the vehicle, seconded by Kuehner. Motion carried (4-0).
- **Adjournment:**
 - A motion to adjourn the meeting, at 7:28p, was made by Berglund, seconded by Kuehner. Motion carried (5-0)

Next Golf Board Meeting –Tuesday, August 27th, 2024, 6:30pm

Respectfully submitted by,

*Kurt Ruehling, GME
PGA General Manager*

**Meeting Minutes
New Prague Park Board
Tuesday, July 9th, 2024
6:00 PM**

1. Call Meeting to Order

The regular meeting was called to order at City Hall at 6:00 PM by Chair Joe Barten. Members present were Joe Barten, Matt Becka, Christine Wolf, Jessica Dohm, Shannon Sticha, and Youth Representative Jacob Bisek. Absent were Maggie Bass and Debra Tharaldson. Staff present were Ken Ondich – Planning / Community Development Director and Kyra Chapman – Planner.

**2. Approve Previous Meeting Minutes
June 11, 2024 Regular Meeting**

Dohm requested that the minutes should have included the discussion on the orientation of the POPS stage since it was an important talking point. Dohm had gone out to the site after the previous Park Board meeting and noticed that the proposed orientation of the stage would cause the audience to look directly into the sun.

A motion was made by Dohm, seconded by Wolf, to amend the June 11, 2024, regular meeting minutes with the discussion of the POPS stage orientation. Motion carried (5-0).

3. Review Financial Reports

Planning Director Ondich presented the June financial report. In the month of June, \$854.62 in funds were added to the Park Equipment Fund from new residential home permits and commercial permits. There has been a total of 4 new home permits issued this year. Park fees were collected from three commercial building projects as well. Keyland Homes is continuing to work on a concept plan for residential homes northeast of town, but staff have not seen those plans yet.

A motion was made by Barten, seconded by Dohm, to approve the financial reports. Motion carried (5-0).

4. New Prague Community Garden Funding Discussion

Planning Director Ondich explained that Heather Novak from the Community Garden near Philipps Square reached out to the City, requesting \$4,861 for garden beds and \$684 to \$960 for dirt. The Community Garden would like 6 low cedar beds, 6 ADA compliant tall metal and cedar beds, and 38-40 cubic yards. As some background information, they currently have 22 gardeners with 51 beds with 1-4 people on a waiting list. In the future, they'd like 75-100 beds. Staff are not concerned about the garden getting larger. The purpose of the garden is to help low-income individuals, seniors or residents in townhomes and apartments to affordably garden food or for recreation. There was no

formal written agreement with the City and the Community Garden, but they gave them verbal approval in 2004/2005. They have received SHIP (Statewide Health Improvement Program) grants in the past to repair or replace beds. Although the City has never given money to the Community Garden, the city does trim and mow around the beds.

Dohm mentioned that she visited the Community Garden before the Park Board meeting and found out from a gardener that all the beds are private.

Planning Director Ondich explained that each person must rent two beds and each bed costs \$5.

Dohm thought that the money shouldn't come out of the Park Board because it doesn't feel like it's open to the public. It seems like an exclusive amenity.

Planning Director Ondich suggested that information on the Community Garden could be added to the city website stating that it's open to the public. It would help people become more aware.

Dohm said that when she visited the Community Garden, about 75% were vegetables and 25% were flowers. Most of the gardens are well maintained and some beds are fenced off. She believed that the city shouldn't contribute to the privately paid boxes that would benefit a select few people. However, the city could contribute compost to the site. The gardener she had spoken to was paying about \$25 plus water fees. None of the garden beds looked to be in disrepair.

Planning Director Ondich explained that the garden beds were rebuilt in 2019 through a grant.

Barten inquired about the church's community garden in town.

Dohm explained that the church's community garden is run by volunteers and donated to the Peace Center.

Bisek asked about funding for the church's community garden.

Dohm stated that everything was organized by Rotary and grants were used to provide funding. There is an annual donation drive to local businesses, which helps fund the purchasing of seeds and other supplies. No one had an individual box. Dohm recommended that New Prague Community Garden could apply for more grants.

Barten suggested that the city could wait for the conclusion of the Small Area Plan before considering investing in the community garden.

5. Foundry Hill Park Batting Cages Discussion

Planning Director Ondich explained that the New Prague Baseball Booster Club would like to install batting cages at Foundry Hill Park in the fall of 2024. The New Prague Baseball Booster Club is not asking for a monetary contribution but seeking equipment and labor support such as earth work/grading/excavation, and augering holes for batting cage supports and putting down a glime. The batting cages would be located on the northeast side of the ballfield area. The area would be open to the general public and won't be locked.

Barten inquired if the city was okay with the layout of the batting cage.

Planning Director Ondich stated that the City is okay with the plan. The city would be doing the augering and footings. If any adjustments need to be made that can be done.

A motion was made by Dohm, seconded by Becka, to recommend approval of the batting cage donation at Foundry Hill Park. Motion carried (5-0).

6. 2025 Budget and Future Project Discussion

Planning Director Ondich introduced the 2025 budget and future project discussion. Each year, the Park Board must begin their budget discussions for the coming years and the 5-year project plan (2025-2029). The project list includes \$148,126.25 in projects which is a decrease from the 2024 budget. Of the total initial budget request, \$43,126.25 is the City's local match for the Active Transportation Grant which will see a sidewalk improved along 12th Ave SE. After the Comprehensive Plan is complete, staff will work on a specific Park Plan which will help detail the project list. The existing project list has been exhausted from the 2012 Park Plan.

Dohm stated that there should be more activities for young adults.

Barten suggested that a splash pad could be added as a site plan near the old swimming pool. A thoughtful design could be made while also considering the relation of the existing baseball field. The City could also consider conducting other studies such as a pedestrian and bike study for the City. The City could contribute to the POPS facility. POPS will raise \$1 million for the construction of the facility but that money won't go towards any other features such as seating, shading, or grass. Funding could potentially go towards landscaping. Otherwise, the City could explore ADA playgrounds. Additionally, the City could create a park reforestation plan or tree ordinance, which could also address the loss of ash trees. Shading for Central Plaza should be considered earlier rather than later.

Barten believed that the park shelter at Sliding Hill Skate Park shouldn't be the highest priority.

Bisek proposed that the City could add lights to the tennis courts since they currently don't have lighting. Lots of students like to use the tennis courts later in the day.

Dohm noted that the parks need more amenities for older children and teenagers.

Barten inquired on what park equipment needs to be replaced next.

Planning Director Ondich stated that Park Maintenance does routine inspections of the equipment. There's nothing at the moment that needs replacement.

Barten asked if the City should think of a long-term plan to prevent vandalism at Memorial Park bathrooms. In a Dakota County park, it is well lit, has nearby cameras, and automatically locks at night. Could be either a whole new bathroom or a replacement. It's one of the most highly used parks with some of the worst bathrooms.

Planning Director Ondich stated that he would provide a copy of the Capital Improvement Plan for major playground replacement for review at the August meeting.

7. Miscellaneous

- a. **Adopt-A-Park: Electromed, Inc.** – Planner Chapman explained that Electromed, Inc. adopted Sliding Hill Park on June 10th, 2024. They'd like to participate in this program for a minimum of one year. They've had at least one clean up event in June. They intend to conduct four more clean up events this year.
- b. **Disc Golf Course Improvements**– Planner Chapman stated that a lot of work has been done on the disc golf course at Southside Park. All baskets and all but one tee pad have been installed. The fifth tee pad will be installed once the ground has dried up. Mulch and vegetation have been planted around each tee pad. Staff have marked all the locations of the existing baskets and tee pads on ArcGIS Online, which have helped create the maps. In the next week or two, the disc golf course signs will be printed by EFA and signposts will be purchased. In the grant application, the City agreed to host a ribbon cutting ceremony, which would be held on August 14th. The grant was made possible by the Southern Minnesota Initiative Foundation's Small Town Grant.

Becka asked if the area had been sprayed.

Planner Chapman said that staff have not sprayed the disc golf course to get rid of the bugs. It's been especially rainy the past several weeks which has likely contributed to more bugs lately. Staff can ask Park Maintenance if spraying would be possible.

Barten suggested that the City Engineer could determine if the ditch should be cleaned to fix some of the drainage issues.

- c. **Settlers Park Prairie Restoration Update**– Planner Chapman stated that Rock Leaf Water Environmental will do their site prep mowing on Thursday, July 11th. The site prep mowing will be done with a zero-turn ride-on mower. According to their RFP agreement, they will do another herbicide application this summer as

well as management mowing. A third herbicide application will occur in spring/summer 2025. Management spot herbicide will occur in summer and fall 2025 and spring 2026.

- d. Dog Park Update**–Planner Chapman introduced the dog park update. Central Ag LLC started installing the dog park fence on June 26th and completed the fence on July 1st. The dog waste dispenser and the 32-gallon trash can have been purchased. An order for the dog park signs has been submitted to EFA. The dog park rules sign will be 3’ x 4’ (similar to Sliding Hill Skate Park) and there will be a small dog area sign and large dog area sign to indicate which areas should be utilized for certain sized dogs. The dog park will not open until all the items are completed. Staff would also like the Park Board’s opinion on having a “grand opening” event or ribbon cutting at some point after a soft opening of the dog park.

Dohm believed that having a grand opening would be a good idea so that people know it is open and established.

Wolf inquired on the concrete pad near the entry area.

Planning Director Ondich stated that staff wanted to try using the woodchips. If it becomes an issue, the concrete can be put in. The soft opening may help determine if concrete should be added.

Bisek asked if there will be a path leading up to the dog park entrance.

Planning Director Ondich replied that a woodchip path would extend from the gravel parking lot to the entrance of the dog park.

Barten inquired about mowing and how tall the grass would be.

Wolf would prefer to have mowing done in the dog park every so often.

Bisek stated that the small dog area should especially be mowed frequently.

Wolf said that the City was going to cut paths through the tall grass.

Planning Director Ondich asked if it would be okay to have some areas that would not be mowed or if the whole thing should be mowed. It wouldn’t have to be mowed as frequently as the public parks.

Becka thought that they should mow the whole thing.

Barten thought that it wouldn’t have to be mowed as frequently as a ballfield. It could be 6 to 8 inches high.

Planning Director Ondich said that the mower is quite large so it likely wouldn't take long to cut but was uncertain if that would impact the mowing routine.

- e. **Comprehensive Plan Update / Small Area Plan Update** – Planning Director Ondich presented the Comprehensive Plan / Small Area Plan Update. He explained that Comprehensive Plan is on hold until the Small Area Plan and the Sanitary Sewer Feasibility Study are complete. Staff are still waiting on the engineering determination of the stormwater pond for the Small Area Plan. The City did not move forward with the purchasing of Pat Sullivan's property to the west of the site. Based on the public feedback, the new draft plans show housing further away from the homes and more open space. The new draft plans also show that the multi-use surface area for the farmer's market/food trucks have extended more inward. The multi-use area also goes into the street so 2nd Ave NW. There will be diagonal parking on the west side of 2nd Ave NW. The previous plans had the stage at a 45-degree angle but now it's about 30-degrees so it's a little more north south to prevent as of an extreme glare. Grading may help reduce glare. There is no way to get rid of the glare entirely.

Dohm stated that the position of the stage should either be north-south or have the audience and the performers flipped. The stage could be moved further up to make more room for seating or audience members.

Planning Director Ondich stated that POPS and MSA believe that it's plenty big to seat up to 1,200 people. If anything, the seating area is a little large. They researched other cities and found that very rarely they used up to their capacity.

Barten thought the stage could be shifted northward so the audience wasn't as close to the alley. The City should also consider adding trees on the south side near the seating to better screen the area.

Planning Director Ondich replied that it was intended to have a visible entrance from Main Street.

Planning Director Ondich mentioned that the open space at the site should feel like it's part of the park, so people don't assume that it's part of the multi-family area and never use it.

Barten stated that trees could be a great amenity to add to the site. The City should thoughtfully plan and spend money on trees that will survive especially on this site that has been redeveloped several times.

8. Adjournment

Chair Barten adjourned the meeting 7:27pm.

Respectfully Submitted,



Kyra J. Chapman
Planner