



CITY COUNCIL MEETING AGENDA

City of New Prague

Tuesday, January 16, 2024 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

OPTIONAL ONLINE CONNECTION. MEETINGS ARE IN PERSON.

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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. December 27, 2023, Special City Council Meeting Minutes
 - ii. January 2, 2024, City Council Meeting Minutes
- b. Claims for Payment: **\$1,394,740.80**
- c. 2024 Labor Agreement with LELS and City Police Union
- d. Fire Department Radios
- e. LG230 MN Lawful Gambling Application to Conduct Off-Site Gambling for New Prague Firemen's Relief Association on February 9, 2024, involving pull-tabs at the Knights of Columbus Hall, 411 4th Avenue SW, New Prague
- f. Purchase of 2023 Chevrolet 1500 Truck
- g. LG220 MN Lawful Gambling Application for Exempt Permit for Angels Among Us on April 13, 2024, involving a raffle at St. Wenceslaus, 215 Main Street East, New Prague
- h. 1-Day Temporary On-Sale Liquor License for Angels Among Us on April 13, 2024
- i. Large Assembly Permit - Easter Egg Hunt at Southside Park, March 30, 2024
- j. Monthly Financial Summary Report

4. CITY ENGINEER PROJECTS UPDATE

- a. January 16, 2024

5. 2024 STREET AND UTILITY IMPROVEMENT PROJECT

- a. Resolution #24-01-16-01 - 2024 Street and Utility Improvement Project Approving Plans and Specifications and Ordering Advertisement for Bids

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

(Speakers limited to 5 minutes.)

7. PUBLIC HEARING(S) – 6:00 PM

8. ORDINANCE(S) FOR INTRODUCTION

9. ORDINANCE(S) FOR ADOPTION

10. RESOLUTIONS

- a.** Resolution #24-01-16-02 - Supporting MnDOT Active Transportation Grant Applications - Trail Along 6th Street NW and Sidewalk Along 12th Avenue SE

11. GENERAL BUSINESS

- a.** Small Area Plan Proposals for City Center Area
- b.** Praha Outdoor Performance Stage Facility
- c.** Lease for Concessions with Orioles at Memorial Park Baseball Stadium

12. MISCELLANEOUS

- a.** Meeting Minutes
 - i. Utilities
 - ii. Park
 - iii. EDA (regular and closed)
- b.** Discussion of Items not on the Agenda

13. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

January 22	4:00 p.m. Joint Powers Board – Fitness & Aquatic Center
January 23	6:30 p.m. Golf Board
January 24	6:30 p.m. Planning Commission
January 29	3:30 p.m. Utilities Commission
February 5	6:00 p.m. City Council
February 12	12:00 p.m. Community Center Board
February 13	6:00 p.m. Park Board
February 14	7:30 a.m. EDA Board



SPECIAL CITY COUNCIL MEETING MINUTES

City of New Prague

Wednesday, December 27, 2023 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 Shawn Ryan
- Councilmember Maggie Bass
- Councilmember Rik Seiler
- Councilmember Bruce Wolf

2. APPROVAL OF REGULAR AGENDA

Motion made by Councilmember Seiler, Seconded by Councilmember Bass to approve the regular agenda.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (5-0).

a. 2023 Tax Levy, Payable in 2024

Discussion was had, and two members of the public spoke:

- David McCollister, 112 1st St NE; and
- Steve Johnson, 1502 9th St SE.

After discussion, motion made by Councilmember Seiler, Seconded by Mayor Jirik to approve the 2023 property tax levy, payable in 2024, Resolution #23-12-27-01a.

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

Motion carried (5-0).

3. ADJOURNMENT

Motion made by Councilmember Bass, Seconded by Councilmember Ryan to adjourn the meeting at approximately 6:28 p.m.

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

Motion carried (5-0).

ATTEST:

 Duane J. Jirik
 Mayor

 Joshua M. Tetzlaff
 City Administrator

CITY COUNCIL MEETING MINUTES



City of New Prague

Tuesday, January 02, 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 Shawn Ryan
- Councilmember Maggie Bass
- Councilmember Rik Seiler
- Councilmember Bruce Wolf

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

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

City Administrator Josh Tetzlaff requested to add *Golf Cart Acquisition* under *General Business*. Motion made by Mayor Jirik, Seconded by Councilmember Bass to approve the Regular Agenda, as amended. Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0).

3. CONSENT AGENDA

Motion made by Councilmember Ryan, Seconded by Councilmember Bass to approve the Consent Agenda. Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
 Motion carried (5-0).

- a. Meeting Minutes
 - i. December 18, 2023, City Council Meeting Minutes
- b. Claims for Payment: **\$183,584.18**
- c. Approval of Hiring Electric Generation Operator
- d. LG220 MN Lawful Gambling Application for Exempt Permit for the New Prague Clay Target Club on May 30, 2024, involving a raffle at Park Ballroom, 300 Lexington Avenue South
- e. 2023 Write-Offs

4. CITY ENGINEER PROJECTS UPDATE

- a. January 2, 2024
 City Engineer Chris Knutson provided a memo with updates regarding various projects taking place around the City. He also advised that a neighborhood meeting will take place on Wednesday, January 10, 2024, regarding the 2024 Street and Utility Improvement Project. No action was taken.

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

No members of the public spoke at this meeting.

6. PUBLIC HEARING(S) – 6:00 PM

- a. The Broz LLC, 212 Main Street West - Approval of the Issuance of an On-Sale Intoxicating Liquor License, Sunday Liquor License, and 3.2% On-Sale Liquor License
Mayor Jirik opened the public hearing. No comments were made. Motion made by Councilmember Bass, seconded by Councilmember Seiler to close the public hearing.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).

Motion made by Councilmember Seiler, Seconded by Councilmember Ryan to approve the liquor license.

Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).

7. ORDINANCE(S) FOR INTRODUCTION

8. ORDINANCE(S) FOR ADOPTION

9. RESOLUTIONS

- a. Resolution #24-01-02-01 - Appointing Official City Depositories
City Administrator Josh Tetzlaff provided a brief summary. Motion made by Councilmember Bass, Seconded by Councilmember Wolf to approve Resolution #24-01-02-01.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).

10. GENERAL BUSINESS

- a. 2024 Appointments
 - i. Mayoral Appointments to Boards and Commissions
Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve the mayoral appointments to boards and commissions.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).
 - ii. City Council Vice President
Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to appoint Councilmember Bass as City Council Vice President.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).
 - iii. 2024 Legal Representation - City Attorney
Motion made by Mayor Jirik, Seconded by Councilmember Ryan to approve the legal services of Kennedy & Graven.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).

- iv. Consulting Professionals - City Engineer and City Financial Advisor
Motion made by Councilmember Bass, Seconded by Councilmember Wolf to continue with Short Elliott Hendrickson as City Engineer and Baker Tilly as Financial Advisor.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).
- v. New Prague Volunteer Fire Department Fire Chief and Officers
Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve the fire department officers for 2024.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).
- vi. Designate Official Newspaper
Motion made by Mayor Jirik, Seconded by Councilmember Bass to designate the New Prague Times as the City's official newspaper.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).
- b. Board and Commissioner Attendance Records
City Administrator Tetzlaff provided context. Discussion was had, and no action was taken.
- c. Municipal State Aid Street (MSAS) Engineering Services Proposal for 2024 - SEH
Community/Development Director Ondich provided brief background. Motion made by Councilmember Ryan, Seconded by Councilmember Wolf to approve.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).
- d. Golf Cart Acquisition
General Manager Kurt Ruehling discussed with the Council and answered questions. Motion made by Mayor Jirik, Seconded by Councilmember Wolf to approve the purchase of 60 new Club Cars.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0).

11. MISCELLANEOUS

- a. Discussion of Items not on the Agenda
 - i. Mayor Jirik inquired of Public Works Director Rynda regarding parking and traffic issues near Lexington Ave N and 7th St NE.
 - ii. Councilmember Ryan noticed hay bales in some of the empty lots at 7th St NE and Lexington Ave N. Planning/Community Development Director Ondich advised that the owner received approval to put them there to keep the ground from freezing. Ondich was going to follow up with the owner requesting a status update and if they could be cleaned up in the meantime.
 - iii. Public Works Director Rynda clarified the tree removal project at Settlers Park. Only one oak tree was removed, and it was removed only because it was intertwined with another oak tree. All trees removed were either invasive or rotted out, and the City has not cut anything out that the DNR does not classify as non-invasive trees. The area is designed to be brought back to prairie grass, and the City received a grant from the DNR to fund this project.
 - iv. Fire Chief Rynda provided a year-end recap. The Fire Department responded to 272 calls, which was up 26% from the year prior. 58% of these calls were City, and 42% were rural. Council inquired of the increase, and Chief Rynda advised there was more car accidents, grass fires, and lift assists last year. There was an increase in calls across the board, other than structure fires.

12. ADJOURNMENT

Motion made by Councilmember Wolf, Seconded by Councilmember Bass to adjourn the meeting at approximately 7:01 p.m.

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

Motion carried (5-0).

ATTEST:

Duane J. Jirik
Mayor

Joshua M. Tetzlaff
City Administrator

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 01/16/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$37.96	
AMAZON CAPITAL SERVICES	HITCH & TOW STRAP	\$61.99	
BEVCOMM	TELEPHONE	\$89.29	
CENTRAL FIRE PROTECTION INC	FIRE EXTINGUISHER	\$52.50	
LAKERS NEW PRAGUE SANITARY	TRASH - RURAL	\$20.42	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$16.60	
ZORO TOOLS INC.	SHOVEL	\$19.34	
TOTAL:			\$298.10
<u>OTHER - TO BE REIMBURSED</u>			
SEH	ENGINEERING - 1ST ST SE (WITT)	\$6,093.40	
TOTAL:			\$6,093.40
<u>ESCROW REFUNDS</u>			
PETERSON, KURT	ESCROW - 1101 VILLAGE ST SE	\$1,500.00	
TOTAL:			\$1,500.00
<u>COUNCIL</u>			
AMAZON CAPITAL SERVICES	9X12 ENVELOPES	\$19.98	
AMAZON CAPITAL SERVICES	CARD STOCK	\$12.98	
SUEL PRINTING	COUNCIL MINUTES/ BROZ LIQUOR	\$2,352.00	
TOTAL:			\$2,384.96
<u>ADMINISTRATION</u>			
ABDO	PERSONNEL HANDBOOK - ESST	\$960.00	
BEVCOMM	TELEPHONE	\$99.63	
SUEL PRINTING	CHECKS/ ENVELOPES	\$579.61	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
TOTAL:			\$1,647.74
<u>TECH NETWORK</u>			
CIVIC SYSTEMS LLC	CIVIC SYSTEM SOFTWARE	\$9,581.00	
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$5,064.81	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$1,403.71	
ENVIRONMENTAL SYSTEMS RESE	ARCGIS MAINTENANCE	\$890.00	
TOTAL:			\$16,939.52
<u>ENGINEER</u>			
SEH	10TH AVE SE CROSSING	\$149.59	
TOTAL:			\$149.59
<u>PLANNING</u>			
BEVCOMM	TELEPHONE	\$43.93	
SCOTT COUNTY RECORDER	RECORDING FEE	\$46.00	
TOTAL:			\$89.93
<u>GOVERNMENT BUILDING</u>			
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$1,286.63	
LAKERS NEW PRAGUE SANITARY	TRASH - CITY HALL	\$87.77	
MEI TOTAL ELEVATOR SOLUTIONS	ELEVATOR MAINTENANCE	\$66.30	
TOTAL:			\$1,440.70
<u>POLICE</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$0.99	
AMAZON CAPITAL SERVICES	WALL ADHESIVE	\$6.49	
BEVCOMM	TELEPHONE	\$105.84	
LEAGUE OF MINNESOTA CITIES	PATROL - TRAINING	\$900.00	
MOTOROLA SOLUTIONS INC.	MOBILE RADIO	\$6,129.36	
MOTOROLA SOLUTIONS INC.	PORTABLE RADIO	\$5,475.28	

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 01/16/2024

Section 3, Item b.

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
PETERSON COUNSELING AND CONSULTING	CONSULTING SERVICE/RETAINER FEE	\$255.00	
TRANSUNION RISK AND ALTERN	TLO CHARGES	\$84.50	
VERIZON WIRELESS	SQUAD BROADBAND	\$200.14	
VETERAN SHREDDING	CONTRACTED SERVICES	\$42.50	
TOTAL:			\$13,200.10
<u>FIRE</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$37.97	
AMAZON CAPITAL SERVICES	HITCH & TOW STRAP	\$61.99	
BEVCOMM	TELEPHONE	\$89.30	
CENTRAL FIRE PROTECTION INC	FIRE EXTINGUISHER	\$52.50	
LAKERS NEW PRAGUE SANITARY	TRASH - FIRE	\$20.42	
PDJ CONSULTING	MRI MACHINE TRAINING	\$650.00	
SILVER FOX SAFETY	EMR REFRESHER	\$500.00	
ZORO TOOLS INC.	SHOVEL	\$19.35	
TOTAL:			\$1,431.53
<u>BUILDING INSPECTOR</u>			
BEVCOMM	TELEPHONE	\$43.93	
TOTAL:			\$43.93
<u>STREET</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$42.72	
ACTION OVERHEAD GARAGE DOOR	GARAGE DOOR REPAIR	\$2,074.00	
AMAZON CAPITAL SERVICES	2024 PLANNER	\$9.84	
AMAZON CAPITAL SERVICES	WOOD CHIPPER - ROPE	\$14.00	
B&N ENTERPRISES LLC	REPLACE WINDOW - CAT LOADER	\$175.00	
BEVCOMM	TELEPHONE	\$74.53	
LAKERS NEW PRAGUE SANITARY	MATTRESS DISPOSAL	\$35.00	
LAKERS NEW PRAGUE SANITARY	TRASH - STREETS	\$105.58	
STAR GROUP LLC.	OIL & FILTER - JEEP COMPASS	\$31.52	
STATE OF MINNESOTA	DOT INSPECTION DECALS	\$13.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$89.10	
TOTAL:			\$2,664.29
<u>PARKS</u>			
AAI GARAGE DOOR	PARKS GARAGE - GARAGE DOOR	\$10,086.00	
ACE HARDWARE & PAINT	SUPPLIES	\$87.86	
AMAZON CAPITAL SERVICES	WOOD CHIPPER - ROPE	\$21.00	
BEVCOMM	TELEPHONE	\$32.13	
CENTRAL FIRE PROTECTION INC	PARKS GARAGE - FIRE EXTINGUISHER	\$602.00	
LAKERS NEW PRAGUE SANITARY	TRASH - PARKS	\$105.57	
MACH LUMBER INC	DOORS - MEMORIAL/SKATE PARK	\$1,716.30	
RENT N SAVE PORTABLE SERVICES	PORTABLE RESTROOM	\$155.00	
STATE OF MINNESOTA	DOT INSPECTION DECALS	\$13.00	
TIM'S SMALL ENGINE SERVICE	SETTLERS PARK - GRANT	\$53.99	
WOLD ARCHITECTS AND ENGINE	WOLD ARCHITECTS & ENGINEERS	\$500.00	
TOTAL:			\$13,372.85
<u>LIBRARY</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$13.99	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$743.27	
LAKERS NEW PRAGUE SANITARY	TRASH - LIBRARY	\$222.86	
TOTAL:			\$980.12
<u>UNALLOCATED</u>			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$327.00	
TOTAL:			\$327.00
GENERAL FUND TOTAL			\$62,563.76

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 01/16/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 311 - DEBT SERVICE - CIP 2011			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
COMPUTERSHARE TRUST COMPANY	2011 BOND INTEREST	\$1,816.74	
COMPUTERSHARE TRUST COMPANY	2011 BOND PRINCIPAL	\$4,566.00	
TOTAL:			<u>\$6,779.96</u>
FUND 315 - DEBT SERVICE - BOND REFUNDING 2013B			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
TOTAL:			<u>\$397.22</u>
FUND 316 - DEBT SERVICE - CIP 2014			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
COMPUTERSHARE TRUST COMPANY	2014 BOND INTEREST	\$8,862.50	
COMPUTERSHARE TRUST COMPANY	2014 BOND PRINCIPAL	\$85,000.00	
TOTAL:			<u>\$94,259.72</u>
FUND 317 - DEBT SERVICE - CIP 2015			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
US BANK	2015A BOND PAYMENT	\$3,450.00	
US BANK	2015A BOND PAYMENT	\$30,000.00	
TOTAL:			<u>\$33,847.22</u>
FUND 319 - DEBT SERVICE - CIP 2019			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
US BANK	2019A BOND INTEREST	\$118,875.00	
US BANK	2019A BOND PRINCIPAL	\$137,650.00	
TOTAL:			<u>\$256,922.22</u>
FUND 321 - DEBT SERVICE - CIP 2020-2021			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
US BANK	CIP 2020 GOVT FUNDS	\$148,057.25	
US BANK	CIP 2020 GOVT FUNDS	\$18,520.47	
TOTAL:			<u>\$166,974.94</u>
FUND 320 - DEBT SERVICE - 2020A REFUNDING			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.24	
ZIONS BANK	2021A BOND INTEREST	\$29,333.75	
ZIONS BANK	2021A BOND PRINCIPAL	\$120,000.00	
TOTAL:			<u>\$149,730.99</u>
FUND 322 - DEBT SERVICE - CIP 2022			
BAKER TILLY MUNICIPAL ADVI	2023 CONTINUING DISCLOSURE	\$397.22	
ZIONS BANK	2022A BOND INTEREST	\$6,000.00	
ZIONS BANK	2022A BOND PRINCIPAL	\$30,000.00	
TOTAL:			<u>\$93,224.44</u>
FUND 323 - DEBT SERVICE - CIP 2023			
ZIONS BANK	2023A BOND INTEREST	\$56,327.22	
ZIONS BANK	PAYING AGENT FEE 2023A	\$500.00	
TOTAL:			<u>\$56,327.22</u>
FUND 395 - DEBT SERVICE - CIP 2009			
BAKER TILLY MUNICIPAL ADVISORS	CONTINUING DISCLOSURE	\$397.22	
COMPUTERSHARE TRUST COMPANY	2009 BOND INTEREST	\$1,564.53	
COMPUTERSHARE TRUST COMPANY	2009 BOND PRINCIPAL	\$37,473.83	
TOTAL:			<u>\$39,435.58</u>

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 01/16/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 602 - ENTERPRISE - SANITARY SEWER			
ACE HARDWARE & PAINT	SUPPLIES	\$306.97	
AMAZON CAPITAL SERVICES	CELL PHONE CASE & SCREEN	\$27.98	
BEVCOMM	TELEPHONE	\$206.82	
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$1,321.78	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$217.45	
COMPUTERSHARE TRUST COMPANY	2009 BOND INTEREST	\$311.67	
COMPUTERSHARE TRUST COMPANY	2009 BOND PRINCIPAL	\$7,465.05	
COMPUTERSHARE TRUST COMPANY	2011 BOND INTEREST	\$383.06	
COMPUTERSHARE TRUST COMPANY	2011 BOND PRINCIPAL	\$11,415.00	
COMPUTERSHARE TRUST COMPANY	2014 BOND INTEREST	\$1,400.00	
COMPUTERSHARE TRUST COMPANY	2014 BOND PRINCIPAL	\$10,000.00	
DEM-CON COMPANIES LLC	BIOSOLIDS DISPOSAL	\$83.84	
ENVIRONMENTAL SYSTEMS RESE	ARCGIS ANNUAL SUBSCRIPTION	\$388.22	
GRAINGER	ABSORBENT PADS	\$138.96	
GRAINGER	CHAIN	\$52.87	
GRAINGER	LUBRICANT	\$91.00	
GRAINGER	PLEXIGLASS	\$101.03	
GRAINGER	PVC FITTINGS	\$27.78	
GRAINGER	VFD	-\$734.34	
GRAINGER	WORK LIGHT	\$122.65	
LAKERS NEW PRAGUE SANITARY	TRASH - WWTP	\$247.19	
MN VALLEY TESTING LABS	TESTING ANALYSIS	\$420.00	
NEON LINK	ONLINE PAYMENT FEES	\$194.90	
PARKSON CORPORATION	GEARBOX	\$4,365.93	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$210.60	
SALTCO	MONTHLY SALT	\$4,904.11	
STATE OF MINNESOTA	DOT INSPECTION DECALS	\$4.00	
STATE OF MN DEPT OF PUBLIC SAFETY	TIER II - ANNUAL REPORT	\$100.00	
SUEL PRINTING	JOB LISTING	\$544.00	
US BANK	2015A BOND PAYMENT	\$10,000.00	
US BANK	2015A BOND PAYMENT	\$1,450.00	
US BANK	2019A BOND INTEREST	\$3,750.00	
US BANK	2019A BOND PRINCIPAL	\$15,000.00	
US BANK	CIP 2020 SEWER	\$49,697.36	
US BANK	CIP 2020 SEWER	\$6,391.19	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$162.00	
UTILITY CONSULTANTS INC.	SAMPLES	\$1,232.78	
VETERAN SHREDDING	CONTRACTED SERVICES	\$8.50	
ZIONS BANK	2021 BOND INTEREST PAYMENT	\$19,881.25	
ZIONS BANK	2021A BOND PRINCIPAL	\$75,000.00	
ZIONS BANK	2022A BOND INTEREST	\$3,725.00	
ZIONS BANK	2022A BOND PRINCIPAL	\$15,000.00	
ZIONS BANK	2023A BOND INTEREST	\$8,008.89	
TOTAL:			<u>\$253,625.49</u>
FUND 606 - ENTERPRISE - STORM UTILITY			
COMPUTERSHARE TRUST COMPANY	2009 BOND INTEREST	\$420.05	
COMPUTERSHARE TRUST COMPANY	2009 BOND PRINCIPAL	\$10,061.12	
COMPUTERSHARE TRUST COMPANY	2011 BOND INTEREST	\$336.36	
COMPUTERSHARE TRUST COMPANY	2011 BOND PRINCIPAL	\$10,016.00	
COMPUTERSHARE TRUST COMPANY	2014 BOND INTEREST	\$1,025.00	
COMPUTERSHARE TRUST COMPANY	2014 BOND PRINCIPAL	\$10,000.00	
ENVIRONMENTAL SYSTEMS RESE	ARCGIS ANNUAL SUBSCRIPTION	\$388.22	
NEON LINK	ONLINE PAYMENT FEES	\$23.39	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.60	
US BANK	2015A BOND PAYMENT	\$5,000.00	
US BANK	2015A BOND PAYMENT	\$575.00	
US BANK	2019A BOND INTEREST	\$4,775.00	
US BANK	2019A BOND PRINCIPAL	\$15,000.00	
US BANK	CIP 2020 STORM	\$40,271.32	

CITY OF NEW PRAGUE
 ACCOUNTS PAYABLE
 01/16/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
US BANK	CIP 2020 STORM	\$4,915.90	
ZIONS BANK	2021 BOND INTEREST PAYMENT	\$1,911.25	
ZIONS BANK	2021A BOND PRINCIPAL	\$10,000.00	
ZIONS BANK	2022A BOND INTEREST	\$6,800.00	
ZIONS BANK	2022A BOND PRINCIPAL	\$10,000.00	
ZIONS BANK	2023A BOND INTEREST	\$14,280.56	
TOTAL:			<u>\$145,802.77</u>
FUND 651 - ENTERPRISE - AMBULANCE			
LAKERS NEW PRAGUE SANITARY	TRASH - AMBULANCE	\$20.42	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$10.20	
TOTAL:			<u>\$30.62</u>
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			<u>\$1,359,922.15</u>

Vendor Name	Net Invoice Amount
ACE HARDWARE & PAINT	
BATTERIES	\$70.46
CABLE TIES STORAGE BOXES	\$123.94
FINANCE CHARGE	\$5.76
HAND WARMERS	\$50.89
INSECT CONTROL	\$82.31
KEY PAD HANDLE FOR PUMP HOUSE	\$160.99
MAILBOX HOOKS AND HANGERS	\$85.52
SUPPLIES	\$16.25
TIRE PATCH KITS	\$10.80
BEVCOMM	
TELEPHONE/COMMUNICATIONS	\$426.98
CCP INDUSTRIES INC	
GLOVES	\$66.46
CENTERPOINT ENERGY	
NAURAL GAS	\$390.24
CIT GROUP	
SPECIAL ORDER	\$89.75
ECOLAB INC	
DISHWASHER RENTAL	\$216.19
ECOLAB PEST ELIMINATION	
AIR QUALITY / PEST CONTROL	\$326.57
GOLF PROFESSIONAL ENTERPRISES LLC	
DECEMBER MANAGEMENT FEE	\$7,875.00
HOFFMAN REMODELING LLC	
PUMPHOUSE BUILD	\$5,800.00
LAKERS NEW PRAGUE SANITARY	
TRASH	\$384.47
MIKE PORTNER	
PARTS WASHER CLEANER	\$54.99
MN DEPT OF AGRICULTURE	
PESTICIDE APPLICATOR LICENSE	\$10.00
MOR GOLF AND UTILITY	
GOLF CART REPAIR	\$331.39
MTI DISTRIBUTING INC	
GREENS MOWER REEL PARTS	\$2,005.61
HOSE BARB ORINGS	\$50.58
NEW PRAGUE UTILITIES	
ELECTRIC UTILITIES	\$1,546.17
STORM SEWER UTILITIES	\$499.90
WATER UTILITIES	\$507.20
QUALITY FLOW SYSTEMS INC.	
PUMP HOUSE ELECTRONICS	\$10,737.50
QUILL CORPORATION	
OFFICE SUPPLIES	\$83.58
RIVER COUNTRY COOP	
FUEL	\$2,663.21
STAR GROUP LLC.	
BATTERY	\$122.88
BRAKE CLEAN, ANTI REEZE, ANTI GEL	\$80.12
CREDIT	\$147.26-
SUPERIOR TECH PRODUCTS	
DEBURRING STONE	\$90.20
Grand s	<u>\$34,818.65</u>



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: LABOR AGREEMENT FOR 2024 WITH LAW ENFORCEMENT SERVICES, INC. AND POLICE UNION
DATE: DECEMBER 28, 2023

Attached for your review is the proposed Labor Agreement for 2024 with Law Enforcement Labor Services, Inc. (LELS) and the City’s Police Union. I have attached both a clean copy and a redlined copy from the previous agreement.

The Agreement contains the following changes from the prior Labor Agreement:

- Dates updated for 2024 timeframe;
- Format changes;
- Juneteeth added as an official holiday, as mandated by the State of Minnesota;
- Convert vacation from accrual on a bi-weekly basis to accrual on a bi-weekly basis while front-loading expected vacation time in January;
- Increasing annual vacation carryover from 80 hours to 120 hours;
- Adding a provision that allows the union to discuss health insurance before the end of the contract should the existing plan no longer become available;
- Allow the SRO to earn an additional \$2 per hour while acting as the SRO;
- Add in longevity pay for officers who have at least 8 years of service;
- Increase uniform allowance by \$50; and
- Update Schedule A, the compensation scale, to change from an 11-step scale to an 8-step scale.

The Police Union has reviewed the Final Agreement and has approved the document prior to this meeting.

Recommendation

Staff recommends approval of the 2024 Labor Agreement with LELS and the City Police Union.

LABOR AGREEMENT BETWEEN
THE CITY OF NEW PRAGUE
AND
LAW ENFORCEMENT LABOR SERVICES, INC

January 1, 2024, through December 31, 2024

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ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement is entered into this [January 1, 2024](#), between THE CITY OF NEW PRAGUE, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union. It is the intent and purpose of this Agreement to:

- A) Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application; and
- B) Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION

- A) The Employer recognizes the Union as the exclusive representative of all essential employees of the City of New Prague Police Department, New Prague, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subdivision 14, excluding supervisory and confidential employees.
- B) In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 – DEFINITIONS

Chief – The Chief of the New Prague Police Department.

Department – The City of new Prague Police Department.

Employee – A member of the exclusively recognized bargaining unit.

Employer – The City of New Prague

Lunch Breaks – A period during the scheduled shift which the employee remains on continual duty and is responsible for assigned duties.

Overtime – Work performed at the express authorization of the Employer in excess of the Employees scheduled shift.

Probationary Employee – Employee who has not completed the probationary period.

Regular Employee – Employee who has completed the probationary period.

Rest Breaks – A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

Scheduled Shift – A consecutive work period including rest breaks and a lunch break.

Strike – Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

Union – Law Enforcement Labor Services, Inc.

Union Member – A member of the Law Enforcement Labor Services, Inc.

Union Officer – Officer elected or appointed by the Law Enforcement Labor Services, Inc.

ARTICLE 4 – EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruptions of or interference with the normal functions of the Employer.

ARTICLE 5 – EMPLOYER AUTHORITY

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 6 – UNION SECURITY

- A) The Employer shall deduct from the wages of employees who authorize such a deduction in writing the amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- B) The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the employer in writing of such choice and changes in the position of steward and/or alternate.
- C) The employer shall make space available on the employee bulletin board for posting union notice(s) and announcement(s).

- D) The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the employer under the provisions of this Article.

ARTICLE 7 – EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

A) DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application for the specific terms and conditions of this Agreement.

B) UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.3 of this Agreement.

C) PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when Consistent with such employee's duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative have notified and receive the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

D) PROCEDURE

Grievances, as defined by Section 7.A, shall be resolved in conformance with the following procedure:

Step 1:

An employee claiming a violation concerning the interpretation or application of the Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within five (5) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) calendar days after the Employer designated representative's final answer in Step 1 any grievance not appealed in writing to Step 2 by the Union within five (5) calendar days shall be considered waived.

Step 2:

If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within five (5) calendar days shall be considered waived.

Step 3:

A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

E) ARBITRATOR'S AUTHORITY

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties whichever be later unless the parties agree to an extension. The decision shall be binding on both the employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

F) WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

G) CHOICE OF REMEDY

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 3 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 3 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized--Step 2 of Article VII or another appeal procedure--and shall sign a statement to the effect the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article VII.

ARTICLE 8 – HOURS OF WORK

- A) The Employer shall be the sole authority in determining work schedules.
- B) The normal workday shall consist of eight (8) to twelve (12) hour shifts as scheduled.
- C) The normal workweek shall consist of consecutive days of work and time off, except in emergency Situations.
- D) A normal work year shall consist of two thousand and eighty (2,080) hours.
- E) An employee called to duty on approval of the Police Chief during his scheduled off duty time shall receive a minimum of two (2) hours pay at one and one half (1 ½) times his/her regular straight time hourly rate of pay. The extension of, or early report to a regularly scheduled shift for, duty does not qualify the employee for the two (2) hour minimum.
- F) Nothing contained in this, or any other, article shall be interpreted to be a guarantee of a minimum number of hours of work.
- G) Work schedules shall be made out a least thirty (30) days in advance of scheduled work, and any change shall be made at least seventy-two (72) hours prior to the change, except in emergency situations.

ARTICLE 9 – OVERTIME AND PREMIUM PAY

- A) Employees will be compensated at one and one-half times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. This does not apply to switching shifts that were authorized by the Department Head.
- B) An employee may request that each hour of time eligible for overtime under this Article, in lieu of payment, be accumulated as compensatory time at the rate of 1½ hours for each eligible hour, provided the maximum compensatory hour balance for each employee shall at no time exceed 140 hours. An

employee may carry a maximum of 80 hours of compensatory time from year to year. Compensatory time accrued in amount of 40 hours may be cashed out two (2) times each year; June 1 and December 1 of each year at the employee’s current base pay rate.

- C) The City will attempt to utilize seniority when offering overtime. The City retains the right to schedule.

ARTICLE 10 – HOLIDAYS

- A) Full-time employees shall be paid for the following ~~13~~ ¹² holidays (based on 8-hour holidays):

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
<u>Juneteenth</u>	1 Floating Holiday/Calendar Year
Fourth of July	

- B) Employees who work on a holiday shall be compensated at the rate of one and one-half (1 ½) times the employee’s current rate of pay and the employee shall receive 8 hours of paid holiday time at the current rate of pay in place of the holiday.

An employee who starts their shift on a holiday shall be eligible for holiday pay for the entire shift.

All holidays will be paid in the pay period that it was earned in. A Floating holiday (8 hours) must be taken off during the calendar year and will not be compensated in any other way.

- C) In order to qualify for the holiday pay provided by this Article a regular employee must work his/her last scheduled workday immediately before and his/her first scheduled work day immediately following the holiday, unless his/her failure to do so is for a reason acceptable to the Employer.
- D) A paid holiday which occurs during a regular employee's vacation or sick leave shall not be charged against said vacation or sick leave.
- E) Should the City be mandated to give all employees any day not list in Section 10.1 as a holiday, Employees will receive that same day as a holiday.

ARTICLE 11 – VACATIONS

A) Regular Employees shall earn vacation benefits on the following basis:

Length of Service – Based on Anniversary Date	Total Vacation Available
Hire Date	80.00 hours
1 Year	88.00 hours
2 Years	96.00 hours
3 Years	112.00 hours
4 Years	130.00 hours
5 – 9 Years	138.00 hours
10 – 14 Years	182.00 hours
15 or more years	200.00 hours

* New hire Employees vacation time will be credited by prorated amount based on hire date.

B) Annual vacation is credited for Employees on January 1st annually.

C) All vacation hours shall be approved by the Chief of Police, designee, prior to the use of any hours.

D) Employees are allowed to carryover up to one hundred twenty (120) ~~80~~ hours of earned but unused vacation into each new calendar year.

E) Any vacation accumulated and not authorized to be carried over shall be paid to the employee at the applicable rate of pay by year end.

F) Vacation time accrued, but not used at the end of employment will be paid to the employee at the employee’s regular rate of pay. Should an Employee end employment prior to the end of the calendar year, any banked vacation time not earned for that calendar year, shall be paid back to the City, prorated.

ARTICLE 12 – SICK LEAVE

A) Sick leave with pay shall be earned by each regular and probationary employee at the rate of eight (8) hours for each month of service or major fraction thereof. Sick leave shall accumulate up to a maximum of eight hundred and ninety-six (896) hours.

B) Employees who reach and maintain the maximum accumulation of 896 hours are eligible to collect fifteen (\$15) per month. They may add this amount to their monthly paychecks, or they may add to their savings plan in the City. New employees hired after January 1, 2020, shall not be eligible for this monthly benefit.

- C) Upon voluntary separation from the City with at least twenty (20) years of service, or PERA retirement eligible and two (2) weeks of prior notice, employees will be paid for unused sick leave in an amount of up to four hundred eighty (480) hours of the employee’s unused and accrued sick time at the time of departure from City Service.

ARTICLE 13 – SEVERANCE

Upon voluntary separation from the City with at least twenty (20) years of service, or PERA retirement eligible and two (2) weeks of prior notice, employees hired before January 1, 2020, will receive a one (1) time payment by the City in an amount of up to six (6) months of the City’s standard monthly contribution normally paid for an employee’s monthly benefits for single medical, dental and life insurance coverage (dependent/spousal coverage excluded).

ARTICLE 14 – A DEATH IN FAMILY- EMERGENCY LEAVE

In the event of a death of an employee’s immediate family, “Immediate family” is defined as mother, father, siblings, spouse, children, stepparents, foster children, grandparents, grandchildren and spouse’s mother, father, siblings, children, grandparents and grandchildren. An employee will be granted a leave of absence without loss of pay for not more than three days, consisting of the day of the funeral and *either* one day preceding and one day following the funeral, *or* two days preceding *or* two days following, the funeral. These emergency days shall not affect the employee’s vacation or sick leave days. Emergency leave may also be granted for extreme critical illness at the discretion of the Administrator

ARTICLE 15 – INSURANCE

- A) The employer will provide and contribute to a group hospital/medical health insurance coverage plan for each full-time employee and their dependents. The City’s contributions and plan components for calendar years 2024 are as follows:

<u>Single Health Insurance:</u>	2024
Employer Monthly Premium Contribution	80.0%
Annual Employer HSA Contribution	\$500/yr
Annual Employee Deductible	\$2,250/yr
<u>Family Health Insurance:</u>	2024
Employer Monthly Premium Contribution	80.0%
Annual Employer HSA Contribution	\$1,000/yr
Annual Employee Deductible	\$4,500/yr

- B) Single and family dental insurance shall be paid for by the Employer.
- C) The Employer shall provide term life insurance in the amount of \$35,000 for the employee, \$5,000 for the spouse and \$2,500 for each dependent.

- D) Should an insurance committee be created to examine providers and review coverage, the Union will be allowed to have a member participate and cooperate on the committee.
- E) The City agrees to cover one half (1/2) of the administration fees for the Health Savings Account (HSA) plan.
- F) The City agrees to provide the employees with a flex benefit plan for daycare. The City agrees to cover one half (1/2) of the administration fees for the Flex Plan.
- G) There will not be an employer-initiated reduction in the aggregate value of benefits in the low-cost plan in effect as of 2011 unless the Union agrees to such a reduction.
- H) In the event the Traditional plan no longer becomes available or other health insurance options are offered through health care providers both parties agree to reopen the contract for the sole purpose of discussing Health Insurance contributions to be paid by the Employee and the Employer.

ARTICLE 16 – PROBATIONARY PERIODS, SENIORITY

- A) All newly hired employees shall serve a twelve (12) month probationary period, and all rehired employees shall serve a six (6) month probationary period, during which time they may be terminated at the sole discretion of the Employer.
- B) Upon completion of the probationary period employees shall become regular Employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their Continuous employment.
- C) In the event of a layoff or recall, seniority shall govern provided:
 - 1. The senior employee is qualified to perform the work involved:
 - 2. No regular employee shall be laid off while probationary employees are employed.
- D) Recall rights under this provision will continue for twelve (12) months after layoff Recalled employees shall have ten (10) working days after notification of recall rights.

ARTICLE 17 – DISCIPLINE

- A) The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - 1. Oral reprimands
 - 2. Written reprimands
 - 3. Suspension
 - 4. Demotion, or
 - 5. Discharge

- B) Suspensions, demotions and discharge will be in written form.
- C) Written reprimands, notices of suspensions, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by Signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- D) Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- E) Discharges will be preceded by a five (5) day suspension without pay.
- F) Employees will not be questioned concerning an investigation or disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questions.
- G) Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance procedure under Article VII.

ARTICLE 18 – WAGES

- A) All employees shall be paid in accordance with Schedule “A” attached hereto and made a part of this Agreement.
- B) The Employee who is acting as the School Resource Officer (SRO), per the Police Chief, shall receive an additional \$2/hour during the school year, as defined by the first day of class for students and the last day of class for students.
- C) The employee shall be entitled to the three (3) hour minimum compensation for a regularly scheduled court appearance in which the officer reports to the courthouse. Employee shall be entitled to the three (3) hour minimum when a regularly scheduled court appearance is cancelled without twenty-four (24) hours advanced notice.
- D) An employee required to use his/her personal automobile for official city business shall be reimbursed at the current federal rate.
- E) Employees shall be paid on the last workday preceding a holiday or weekend if the scheduled payday falls on a holiday or weekend.

ARTICLE 19 – LONGEVITY

Each Employee shall receive longevity pay in addition to regular base rate of pay paid as a lump sum on their anniversary date yearly as per the following schedule:

After 8 years of service: 0.50% of annual estimated wage (hourly rate X 2080)

After 10 years of service: 0.75%

After 15 years of service: 1%

After 20 years of service: 2%

After 25 years of service: 3%

After 30 years of service: 4%

ARTICLE 20 – POST LICENSE

Employer to pay Post License as per current practice.

ARTICLE 21 – WAIVER

- A) Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

- B) The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet to negotiate regarding any and all terms and conditions in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 22 – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of New Prague. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in fill force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 23 – UNIFORM ALLOWANCE

The Employer shall pay each employee an annual uniform allowance of \$~~1,015.00~~ 1,065.00.

The Employer shall provide a new employee with the following clothing and equipment:

3	Badges	1	Raincoat
2	Nametags (uniform/coat)	1	Leather Belt and Accessories
2 pr	Collar Brass	1 pr	Winter Boots
3	Short Sleeve Shirts	1 pr	Summer Boots
3	Long Sleeve Shirts	1	Class A Hat
3	Pants	1	Winter Hat
2	Ties	1	Phone
1	Winter Coat	1	Ballistics Vest
1	Light Coat/Jacket		

Upon separation the employee shall return badges, collar brass, and phone to the Department Head.

A probationary employee will not receive a uniform allowance until the probation period has been successfully served. Upon serving probation, a pro-rated uniform allowance shall be given to the officer on the next pay period following the end of probation for the remainder of the calendar year.

ARTICLE 24 – P.O.S.T. TRAINING

The Employer shall:

1. Be responsible for providing training required by the P.O.S.T. Board to maintain license as a Certified Police Officer.
2. Pay employee for all time spent in such training at the applicable rate.
3. Reimburse employees for all reasonable costs incurred in obtaining such training, including but not limited to, mileage, meals and lodging.

Prior to attendance of training session, approval must be obtained from the Chief of Police and the City Administrator.

ARTICLE 25 – DURATION

This Agreement shall be effective from January 1, 2024 ~~2022-2023~~, until December 31, 2024 ~~2022-2023~~, and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of their desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd day of January, 2024~~2022-2023~~.

CITY OF NEW PRAGUE

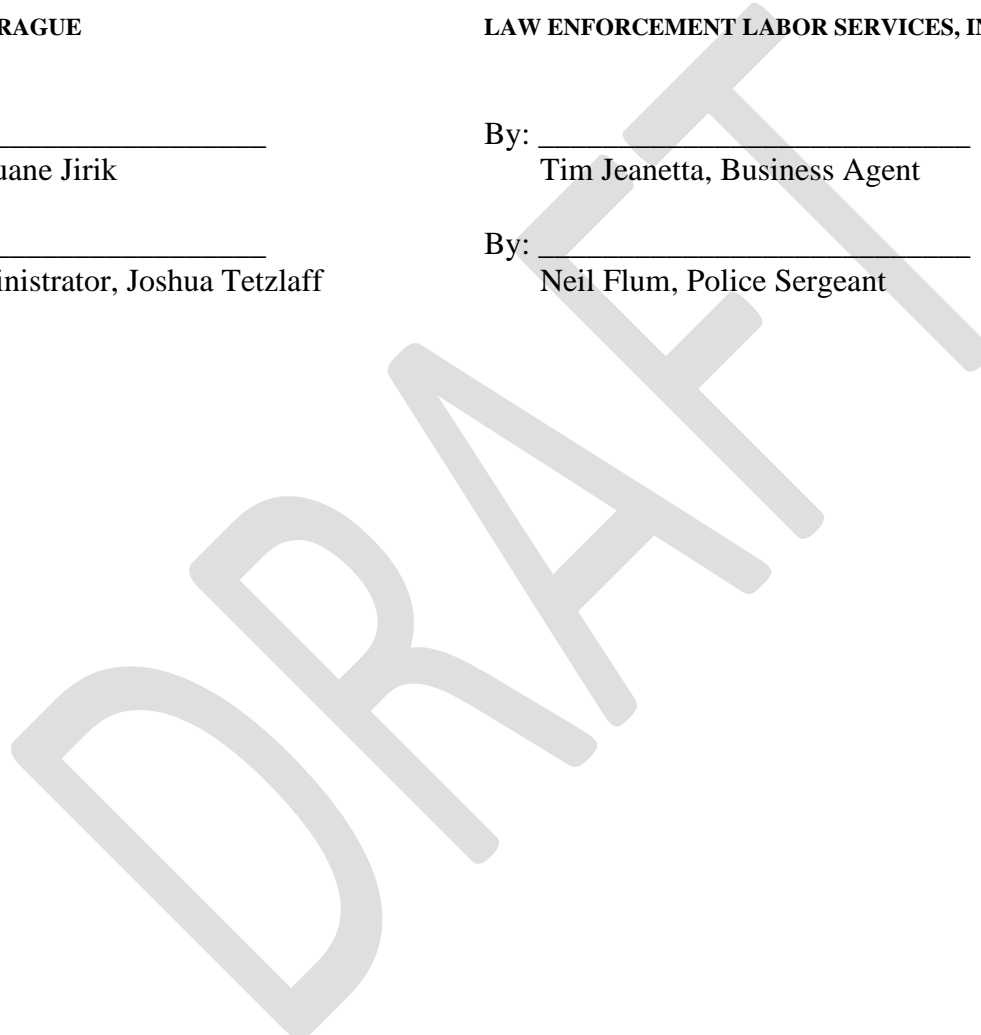
LAW ENFORCEMENT LABOR SERVICES, INC.

By: _____
Mayor, Duane Jirik

By: _____
Tim Jeanetta, Business Agent

By: _____
City Administrator, Joshua Tetzlaff

By: _____
Neil Flum, Police Sergeant



Schedule A

<u>Police Officer</u>	<u>Hourly Rate</u>
<u>Effective</u>	<u>January 1, 2024</u>
<u>Step 1</u>	<u>\$35.66</u>
<u>Step 2</u>	<u>\$37.09</u>
<u>Step 3</u>	<u>\$38.57</u>
<u>Step 4</u>	<u>\$40.11</u>
<u>Step 5</u>	<u>\$41.72</u>
<u>Step 6</u>	<u>\$43.39</u>
<u>Step 7</u>	<u>\$45.12</u>
<u>Step 8</u>	<u>\$46.93</u>

<u>Police Detective</u>	<u>Hourly Rate</u>
<u>Effective</u>	<u>January 1, 2024</u>
<u>Step 1</u>	<u>\$38.87</u>
<u>Step 2</u>	<u>\$40.42</u>
<u>Step 3</u>	<u>\$42.04</u>
<u>Step 4</u>	<u>\$43.72</u>
<u>Step 5</u>	<u>\$45.47</u>
<u>Step 6</u>	<u>\$47.29</u>
<u>Step 7</u>	<u>\$49.18</u>
<u>Step 8</u>	<u>\$51.15</u>

<u>Police Sergeant</u>	<u>Hourly Rate</u>
<u>Effective</u>	<u>January 1, 2024</u>
<u>Step 1</u>	<u>\$42.37</u>
<u>Step 2</u>	<u>\$44.06</u>
<u>Step 3</u>	<u>\$45.83</u>
<u>Step 4</u>	<u>\$47.66</u>
<u>Step 5</u>	<u>\$49.57</u>
<u>Step 6</u>	<u>\$51.55</u>
<u>Step 7</u>	<u>\$53.61</u>
<u>Step 8</u>	<u>\$55.76</u>

Field Training Officer - to receive 1-hour compensatory time per 10 hours of Field Training completed, (or fraction thereof).

Effective July 1, 1992, and thereafter, on dates of COLA increase, 50% of the COLA increase may be withheld for just cause by the department from an officer. Thereafter an officer will be reviewed every six months until a satisfactory rating is obtained. Once a satisfactory rating is obtained for the prior six-month period an officer will be placed at the contract rate equivalent to their years of service for the current six-month period.

LABOR AGREEMENT BETWEEN
THE CITY OF NEW PRAGUE
AND
LAW ENFORCEMENT LABOR SERVICES, INC

January 1, 2024, through December 31, 2024

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ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement is entered into this January 1, 2024, between THE CITY OF NEW PRAGUE, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union. It is the intent and purpose of this Agreement to:

- A) Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application; and
- B) Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION

- A) The Employer recognizes the Union as the exclusive representative of all essential employees of the City of New Prague Police Department, New Prague, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subdivision 14, excluding supervisory and confidential employees.
- B) In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 – DEFINITIONS

Chief – The Chief of the New Prague Police Department.

Department – The City of new Prague Police Department.

Employee – A member of the exclusively recognized bargaining unit.

Employer – The City of New Prague

Lunch Breaks – A period during the scheduled shift in which the employee remains on continual duty and is responsible for assigned duties.

Overtime – Work performed at the express authorization of the Employer in excess of the Employees scheduled shift.

Probationary Employee – Employee who has not completed the probationary period.

Regular Employee – Employee who has completed the probationary period.

Rest Breaks – A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

Scheduled Shift – A consecutive work period including rest breaks and a lunch break.

Strike – Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

Union – Law Enforcement Labor Services, Inc.

Union Member – A member of the Law Enforcement Labor Services, Inc.

Union Officer – Officer elected or appointed by the Law Enforcement Labor Services, Inc.

ARTICLE 4 – EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruptions of or interference with the normal functions of the Employer.

ARTICLE 5 – EMPLOYER AUTHORITY

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 6 – UNION SECURITY

- A) The Employer shall deduct from the wages of employees who authorize such a deduction in writing the amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- B) The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the employer in writing of such choice and changes in the position of steward and/or alternate.
- C) The employer shall make space available on the employee bulletin board for posting union notice(s) and announcement(s).

- D) The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the employer under the provisions of this Article.

ARTICLE 7 – EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

A) DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application for the specific terms and conditions of this Agreement.

B) UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.3 of this Agreement.

C) PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when Consistent with such employee's duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative have notified and receive the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

D) PROCEDURE

Grievances, as defined by Section 7.A, shall be resolved in conformance with the following procedure:

Step 1:

An employee claiming a violation concerning the interpretation or application of the Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within five (5) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) calendar days after the Employer designated representative's final answer in Step 1 any grievance not appealed in writing to Step 2 by the Union within five (5) calendar days shall be considered waived.

Step 2:

If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within five (5) calendar days shall be considered waived.

Step 3:

A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

E) ARBITRATOR'S AUTHORITY

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties whichever be later unless the parties agree to an extension. The decision shall be binding on both the employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

F) WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

G) CHOICE OF REMEDY

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 3 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 3 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized--Step 2 of Article VII or another appeal procedure--and shall sign a statement to the effect the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article VII.

ARTICLE 8 – HOURS OF WORK

- A) The Employer shall be the sole authority in determining work schedules.
- B) The normal workday shall consist of eight (8) to twelve (12) hour shifts as scheduled.
- C) The normal workweek shall consist of consecutive days of work and time off, except in emergency Situations.
- D) A normal work year shall consist of two thousand and eighty (2,080) hours.
- E) An employee called to duty on approval of the Police Chief during his scheduled off duty time shall receive a minimum of two (2) hours pay at one and one half (1 ½) times his/her regular straight time hourly rate of pay. The extension of, or early report to a regularly scheduled shift for, duty does not qualify the employee for the two (2) hour minimum.
- F) Nothing contained in this, or any other, article shall be interpreted to be a guarantee of a minimum number of hours of work.
- G) Work schedules shall be made out a least thirty (30) days in advance of scheduled work, and any change shall be made at least seventy-two (72) hours prior to the change, except in emergency situations.

ARTICLE 9 – OVERTIME AND PREMIUM PAY

- A) Employees will be compensated at one and one-half times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. This does not apply to switching shifts that were authorized by the Department Head.
- B) An employee may request that each hour of time eligible for overtime under this Article, in lieu of payment, be accumulated as compensatory time at the rate of 1½ hours for each eligible hour, provided the maximum compensatory hour balance for each employee shall at no time exceed 140 hours. An

employee may carry a maximum of 80 hours of compensatory time from year to year. Compensatory time accrued in amount of 40 hours may be cashed out two (2) times each year; June 1 and December 1 of each year at the employee's current base pay rate.

- C) The City will attempt to utilize seniority when offering overtime. The City retains the right to schedule.

ARTICLE 10 – HOLIDAYS

- A) Full-time employees shall be paid for the following 13 holidays (based on 8-hour holidays):

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	1 Floating Holiday/Calendar Year
Fourth of July	

- B) Employees who work on a holiday shall be compensated at the rate of one and one-half (1 ½) times the employee's current rate of pay and the employee shall receive 8 hours of paid holiday time at the current rate of pay in place of the holiday.

An employee who starts their shift on a holiday shall be eligible for holiday pay for the entire shift.

All holidays will be paid in the pay period that it was earned in. A Floating holiday (8 hours) must be taken off during the calendar year and will not be compensated in any other way.

- C) In order to qualify for the holiday pay provided by this Article a regular employee must work his/her last scheduled workday immediately before and his/her first scheduled work day immediately following the holiday, unless his/her failure to do so is for a reason acceptable to the Employer.
- D) A paid holiday which occurs during a regular employee's vacation or sick leave shall not be charged against said vacation or sick leave.
- E) Should the City be mandated to give all employees any day not list in Section 10.1 as a holiday, Employees will receive that same day as a holiday.

ARTICLE 11 – VACATIONS

A) Regular Employees shall earn vacation benefits on the following basis:

Length of Service – Based on Anniversary Date	Total Vacation Available
Hire Date	80.00 hours
1 Year	88.00 hours
2 Years	96.00 hours
3 Years	112.00 hours
4 Years	130.00 hours
5 – 9 Years	138.00 hours
10 – 14 Years	182.00 hours
15 or more years	200.00 hours

* New hire Employees vacation time will be credited by prorated amount based on hire date.

- B) Annual vacation is credited for Employees on January 1st annually.
- C) All vacation hours shall be approved by the Chief of Police, designee, prior to the use of any hours.
- D) Employees are allowed to carryover up to one hundred twenty (120) hours of earned but unused vacation into each new calendar year.
- E) Any vacation accumulated and not authorized to be carried over shall be paid to the employee at the applicable rate of pay by year end.
- F) Vacation time accrued, but not used at the end of employment will be paid to the employee at the employee’s regular rate of pay. Should an Employee end employment prior to the end of the calendar year, any banked vacation time not earned for that calendar year, shall be paid back to the City, prorated.

ARTICLE 12 – SICK LEAVE

- A) Sick leave with pay shall be earned by each regular and probationary employee at the rate of eight (8) hours for each month of service or major fraction thereof. Sick leave shall accumulate up to a maximum of eight hundred and ninety-six (896) hours.
- B) Employees who reach and maintain the maximum accumulation of 896 hours are eligible to collect fifteen (\$15) per month. They may add this amount to their monthly paychecks, or they may add to their savings plan in the City. New employees hired after January 1, 2020, shall not be eligible for this monthly benefit.

- C) Upon voluntary separation from the City with at least twenty (20) years of service, or PERA retirement eligible and two (2) weeks of prior notice, employees will be paid for unused sick leave in an amount of up to four hundred eighty (480) hours of the employee’s unused and accrued sick time at the time of departure from City Service.

ARTICLE 13 – SEVERANCE

Upon voluntary separation from the City with at least twenty (20) years of service, or PERA retirement eligible and two (2) weeks of prior notice, employees hired before January 1, 2020, will receive a one (1) time payment by the City in an amount of up to six (6) months of the City’s standard monthly contribution normally paid for an employee’s monthly benefits for single medical, dental and life insurance coverage (dependent/spousal coverage excluded).

ARTICLE 14 – A DEATH IN FAMILY- EMERGENCY LEAVE

In the event of a death of an employee’s immediate family, “Immediate family” is defined as mother, father, siblings, spouse, children, stepparents, foster children, grandparents, grandchildren and spouse’s mother, father, siblings, children, grandparents and grandchildren. An employee will be granted a leave of absence without loss of pay for not more than three days, consisting of the day of the funeral and *either* one day preceding and one day following the funeral, *or* two days preceding *or* two days following, the funeral. These emergency days shall not affect the employee’s vacation or sick leave days. Emergency leave may also be granted for extreme critical illness at the discretion of the Administrator

ARTICLE 15 – INSURANCE

- A) The employer will provide and contribute to a group hospital/medical health insurance coverage plan for each full-time employee and their dependents. The City’s contributions and plan components for calendar year 2024 are as follows:

<u>Single Health Insurance:</u>	<u>2024</u>
Employer Monthly Premium Contribution	80.0%
Annual Employer HSA Contribution	\$500/yr
Annual Employee Deductible	\$2,250/yr
<u>Family Health Insurance:</u>	<u>2024</u>
Employer Monthly Premium Contribution	80.0%
Annual Employer HSA Contribution	\$1,000/yr
Annual Employee Deductible	\$4,500/yr

- B) Single and family dental insurance shall be paid for by the Employer.
- C) The Employer shall provide term life insurance in the amount of \$35,000 for the employee, \$5,000 for the spouse and \$2,500 for each dependent.

- D) Should an insurance committee be created to examine providers and review coverage, the Union will be allowed to have a member participate and cooperate on the committee.
- E) The City agrees to cover one half (1/2) of the administration fees for the Health Savings Account (HSA) plan.
- F) The City agrees to provide the employees with a flex benefit plan for daycare. The City agrees to cover one half (1/2) of the administration fees for the Flex Plan.
- G) There will not be an employer-initiated reduction in the aggregate value of benefits in the low-cost plan in effect as of 2011 unless the Union agrees to such a reduction.
- H) In the event the Traditional plan no longer becomes available or other health insurance options are offered through health care providers both parties agree to reopen the contract for the sole purpose of discussing Health Insurance contributions to be paid by the Employee and the Employer.

ARTICLE 16 – PROBATIONARY PERIODS, SENIORITY

- A) All newly hired employees shall serve a twelve (12) month probationary period, and all rehired employees shall serve a six (6) month probationary period, during which time they may be terminated at the sole discretion of the Employer.
- B) Upon completion of the probationary period employees shall become regular Employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their Continuous employment.
- C) In the event of a layoff or recall, seniority shall govern provided:
 - 1. The senior employee is qualified to perform the work involved:
 - 2. No regular employee shall be laid off while probationary employees are employed.
- D) Recall rights under this provision will continue for twelve (12) months after layoff Recalled employees shall have ten (10) working days after notification of recall rights.

ARTICLE 17 – DISCIPLINE

- A) The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - 1. Oral reprimands
 - 2. Written reprimands
 - 3. Suspension
 - 4. Demotion, or
 - 5. Discharge

- B) Suspensions, demotions and discharge will be in written form.
- C) Written reprimands, notices of suspensions, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by Signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- D) Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- E) Discharges will be preceded by a five (5) day suspension without pay.
- F) Employees will not be questioned concerning an investigation or disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questions.
- G) Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance procedure under Article VII.

ARTICLE 18 – WAGES

- A) All employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement.
- B) The Employee who is acting as the School Resource Officer (SRO), per the Police Chief, shall receive an additional \$2/hour during the school year, as defined by the first day of class for students and the last day of class for students.
- C) The employee shall be entitled to the three (3) hour minimum compensation for a regularly scheduled court appearance in which the officer reports to the courthouse. Employee shall be entitled to the three (3) hour minimum when a regularly scheduled court appearance is cancelled without twenty-four (24) hours advanced notice.
- D) An employee required to use his/her personal automobile for official city business shall be reimbursed at the current federal rate.
- E) Employees shall be paid on the last workday preceding a holiday or weekend if the scheduled payday falls on a holiday or weekend.

ARTICLE 19 – LONGEVITY

Each Employee shall receive longevity pay in addition to regular base rate of pay paid as a lump sum on their anniversary date yearly as per the following schedule:

- After 8 years of service: 0.50% of annual estimated wage (hourly rate X 2080)
- After 10 years of service: 0.75%
- After 15 years of service: 1%
- After 20 years of service: 2%
- After 25 years of service: 3%
- After 30 years of service: 4%

ARTICLE 20 – POST LICENSE

Employer to pay Post License as per current practice.

ARTICLE 21 – WAIVER

- A) Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- B) The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet to negotiate regarding any and all terms and conditions in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 22 – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of New Prague. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in fill force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 23 – UNIFORM ALLOWANCE

The Employer shall pay each employee an annual uniform allowance of \$1,065.00.

The Employer shall provide a new employee with the following clothing and equipment:

3	Badges	1	Raincoat
2	Nametags (uniform/coat)	1	Leather Belt and Accessories
2 pr	Collar Brass	1 pr	Winter Boots
3	Short Sleeve Shirts	1 pr	Summer Boots
3	Long Sleeve Shirts	1	Class A Hat
3	Pants	1	Winter Hat
2	Ties	1	Phone
1	Winter Coat	1	Ballistics Vest
1	Light Coat/Jacket		

Upon separation the employee shall return badges, collar brass, and phone to the Department Head.

A probationary employee will not receive a uniform allowance until the probation period has been successfully served. Upon serving probation, a pro-rated uniform allowance shall be given to the officer on the next pay period following the end of probation for the remainder of the calendar year.

ARTICLE 24 – P.O.S.T. TRAINING

The Employer shall:

1. Be responsible for providing training required by the P.O.S.T. Board to maintain license as a Certified Police Officer.
2. Pay employee for all time spent in such training at the applicable rate.
3. Reimburse employees for all reasonable costs incurred in obtaining such training, including but not limited to, mileage, meals and lodging.

Prior to attendance of training session, approval must be obtained from the Chief of Police and the City Administrator.

ARTICLE 25 – DURATION

This Agreement shall be effective from January 1, 2024, until December 31, 2024, and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of their desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd day of January, 2024.

CITY OF NEW PRAGUE

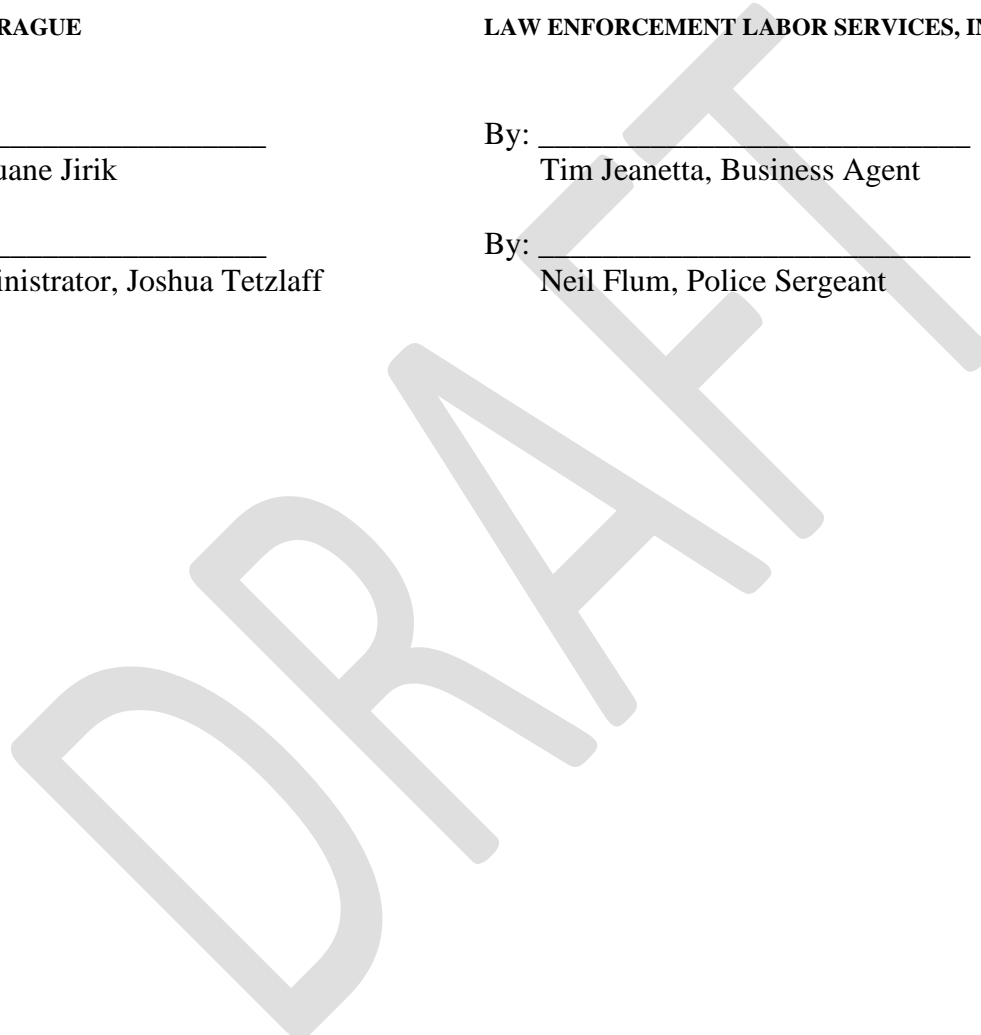
LAW ENFORCEMENT LABOR SERVICES, INC.

By: _____
Mayor, Duane Jirik

By: _____
Tim Jeanetta, Business Agent

By: _____
City Administrator, Joshua Tetzlaff

By: _____
Neil Flum, Police Sergeant



Schedule A

Police Officer	Hourly Rate
Effective	January 1, 2024
Step 1	\$35.66
Step 2	\$37.09
Step 3	\$38.57
Step 4	\$40.11
Step 5	\$41.72
Step 6	\$43.39
Step 7	\$45.12
Step 8	\$46.93

Police Detective	Hourly Rate
Effective	January 1, 2024
Step 1	\$38.87
Step 2	\$40.42
Step 3	\$42.04
Step 4	\$43.72
Step 5	\$45.47
Step 6	\$47.29
Step 7	\$49.18
Step 8	\$51.15

Police Sergeant	Hourly Rate
Effective	January 1, 2024
Step 1	\$42.37
Step 2	\$44.06
Step 3	\$45.83
Step 4	\$47.66
Step 5	\$49.57
Step 6	\$51.55
Step 7	\$53.61
Step 8	\$55.76

Field Training Officer - to receive 1-hour compensatory time per 10 hours of Field Training completed, (or fraction thereof).

Effective July 1, 1992, and thereafter, on dates of COLA increase, 50% of the COLA increase may be withheld for just cause by the department from an officer. Thereafter an officer will be reviewed every six months until a satisfactory rating is obtained. Once a satisfactory rating is obtained for the prior six-month period an officer will be placed at the contract rate equivalent to their years of service for the current six-month period.



SERVING THE COMMUNITY SINCE 1884

New Prague Fire Department

505 5TH Ave. NW New Prague, MN 56071

1-3-2024

Mayor and City Council,

Attached is an estimate to purchase 8 new radios with State bid pricing. This would be a split purchase with the Rural Fire association. The Rural Fire association has already approved the purchase. The current plan is to replace 6 to 8 radios a year until they are all replaced. Most of our radios currently are between 15 and 25 years old and are starting to fail. With this purchase, this will allow us to replace the ones that are starting to become unusable.

Thank you,

Steve Rynda
Fire Chief

Section 3, Item d.



NEW PRAGUE FIRE DEPT

Encrypted APX-6000 Portable 1-3-24
01/03/2024

01/03/2024

NEW PRAGUE FIRE DEPT
P O BOX 202
NEW PRAGUE, MN 56071

RE: Motorola Quote for Encrypted APX-6000 Portable 1-3-24
Dear Greg Pint,

Motorola Solutions is pleased to present NEW PRAGUE FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide NEW PRAGUE FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Sid Sanocki at sid.sanocki@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Sid Sanocki
Sales

Motorola Solutions Manufacturer's Representative



Billing Address:
 NEW PRAGUE FIRE DEPT
 P O BOX 202
 NEW PRAGUE, MN 56071
 US

Shipping Address:
 NEW PRAGUE FIRE DEPT
 118 S CENTRAL AVE
 NEW PRAGUE, MN 56071
 US

Quote Date:01/03/2024
 Expiration Date:03/03/2024
 Quote Created By:
 Sid Sanocki
 Sales
 sid.sanocki@ancom.org
 651-714-8359

End Customer:
 NEW PRAGUE FIRE DEPT
 Greg Pint
 gregpint@gmail.com
 952-250-1314

Contract: MnDOT 209493
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000					
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	8	\$3,595.00	28.0%	\$2,588.40	\$20,707.20
1a	H869BZ	ENH: MULTIKEY	8	\$363.00	28.0%	\$261.36	\$2,090.88
1b	QA00785AB	ALT: GPS STUBBY ANTENNA	8	\$20.00	28.0%	\$14.40	\$115.20
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	8	\$330.00	28.0%	\$237.60	\$1,900.80
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	8	\$184.00	0.0%	\$184.00	\$1,472.00
1e	Q15AK	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	8	\$879.00	28.0%	\$632.88	\$5,063.04
1f	QA07577AA	ALT: BATT IMPRES 2 LIION TIA4950 IP68 3100T STD	8	\$156.45	28.0%	\$112.64	\$901.12
1g	H38BT	ADD: SMARTZONE OPERATION	8	\$1,320.00	28.0%	\$950.40	\$7,603.20
1h	QA09113AB	ADD: BASELINE RELEASE SW	8	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	QA01427AB	ALT: IMPACT GREEN HOUSING	8	\$28.00	28.0%	\$20.16	\$161.28
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	8	\$567.00	28.0%	\$408.24	\$3,265.92
2	PMLN7732A	ACCESSORY KIT,UNIVERSAL CARRY HOLSTER	8	\$32.40	25.0%	\$24.30	\$194.40
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	8	\$186.50	28.0%	\$134.28	\$1,074.24
4	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	8	\$665.28	28.0%	\$479.00	\$3,832.00

Grand Total

\$48,381.28(USD)**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



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: NEW PRAGUE FIREMEN’S RELIEF ASSOCIATION - MINNESOTA LAWFUL GAMBLING LG230 APPLICATION TO CONDUCT OFF-SITE GAMBLING
DATE: JANUARY 5, 2024

Attached is a Minnesota Lawful Gambling LG230 Application to conduct off-site gambling for New Prague Firemen’s Relief Association to sell pull tabs on February 9, 2024, at the Knights of Columbus Hall at 411 4th Avenue SW, New Prague.

RECOMMENDATION:
Staff recommends approval of the Lawful Gambling Permit for the New Prague Firemen’s Relief Association.

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: NEW PRAGUE FIREMENS RELIEF ASSOCIATION License Number: 02426

Address: 505 5TH AVENUE NW City: NEW PRAGUE, MN Zip: 56071

Chief Executive Officer (CEO) Name: BRAD NOVAK Daytime Phone: 952-292-1523

Gambling Manager Name: PHIL WERNER Daytime Phone: 952-994-4694

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 02 / 09 / 24 to 02 / 09 / 24

Check the type of games that will be conducted:

- Raffle Pull-Tabs Bingo Tipboards Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: KNIGHTS OF COLUMBUS

Street address and City (or township): 411 4TH AVENUE SW Zip: 56071 County: LESEUER

- Do not use a post office box. If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes If yes, a lease is not required. No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee. This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities. Other terms, if any:

Lessor's Signature: Tom Simel Date: 1-3-24

Print Lessor's Name: Tom SIMEL

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of New Prague</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: <u>City Administrator</u> Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

11/3/24

Signature of CEO (must be CEO's signature; designee may not sign)
Date

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: MATTHEW RYNDA, PUBLIC WORKS DIRECTOR
SUBJECT: PURCHASE OF 2023 CHEVROLET 1500 TRUCK
DATE: JANUARY 10, 2024

This truck would replace a 2012 Ford 150 ½ ton.

Cost Comparison

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

<u>Cab and Chassis</u>	<u>Brand</u>	<u>Total Cost</u>
Jeff Belzer’s	2023 Chevrolet 1500	\$39,961.69
Midway	2024 Ford150	\$43,493.09
North Country	2024 GMC 1500	\$42,461.30

Summary of Staff Review:

Staff placed an order for a truck last year to replace the 2012 ½ ton pickup but we were notified in November that the order was canceled. We carried over the \$35,000.00 from the 2023 budget to purchase it in 2024. Jeff Belzer’s has the 2023 Chevrolet 1500 on the lot, so I know we will be able to get it. The other trucks would have to be ordered on state contract and there is still a concern whether we would even receive it. Jeff Belzer’s offered \$3,000 for a trade in on the 2012 Ford 150. I believe we can sell it for more on our own.

Recommendation

It is the recommendation of staff that the City Council authorize the purchase of the 2023 Chevrolet 1500 from Jeff Belzer’s and sell the 2012 Ford 150 on our own.



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: ANGELS AMONG US - MINNESOTA LAWFUL GAMBLING LG220 APPLICATION FOR EXEMPT PERMIT
DATE: JANUARY 11, 2024

Attached is a Minnesota Lawful Gambling LG220 Application for Exempt Permit for Angels Among Us to conduct a raffle at an event on April 13, 2024, at St. Wenceslaus, located at 215 Main Street East, New Prague.

Recommendation

Staff recommends approval of the Lawful Gambling Permit for Angels Among Us and recommends requesting a waiver of the waiting period.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Angels Among Us Previous Gambling Permit Number: X- 94944-22-001
Minnesota Tax ID Number, if any: EIN 45-5041922 Federal Employer ID Number (FEIN), if any: _____
Mailing Address: 14301 Parkside Ct NW
City: Prior Lake State: MN Zip: 55372 County: Scott
Name of Chief Executive Officer (CEO): Deneen Stutzka
CEO Daytime Phone: 612-232-0899 CEO Email: deneen.stutzka@ocadr.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): St. Wenc Gym / PAC Center
Physical Address (do not use P.O. box): 215 MAIN Street
Check one:
 City: New Prague MN Zip: 56071 County: _____
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): April 13, 2024

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Deneen Stutzka Date: 1-7-24
(Signature must be CEO's signature; designee may not sign)

Print Name: Deneen Stutzka

REQUIREMENTS

- Complete a separate application for:**
- all gambling conducted on two or more consecutive days; or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.
- Financial report to be completed within 30 days after the gambling activity is done:**
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.
- Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

- Mail application with:**
- _____ a copy of your proof of nonprofit status; and
 - _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.
- To:** Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
- Questions?**
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



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: 1-4 DAY TEMPORARY ON-SALE LIQUOR LICENSE FOR ANGELS AMONG US
DATE: JANUARY 11, 2024

Attached is an application for a 1-4 Day Temporary On-Sale Liquor License from Angels Among Us, requesting permission to serve alcoholic beverages at a fundraiser taking place on April 13, 2024, at St. Wenceslaus, located at 215 Main Street East, New Prague.

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

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

Recommendation

Staff recommends approval of the application and issuing a 1-4 Day Temporary On-Sale Liquor License to Angels Among Us for a fundraiser on April 13, 2024.



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

Section 3, Item h.

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

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

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

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

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
4-13-2024	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Religious	<input type="checkbox"/> Other non-profit

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

Organization officer's name	City	State	Zip Code
		Minnesota	

Organization officer's name	City	State	Zip Code
		Minnesota	

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

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

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

APPROVAL

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

City of New Prague

 City or County approving the license

_____ Date Approved

\$100

 Fee Amount

4/13/2024

 Permit Date

Event in conjunction with a community festival Yes No
 8,221

 Current population of city

_____ City or County E-mail Address

 Please Print Name of City Clerk or County Official

 Signature City Clerk or County Official

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



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
KYRA CHAPMAN, PLANNER
SUBJECT: LARGE ASSEMBLY PERMIT: EASTER EGG HUNT IN SOUTHSIDE PARK
DATE: JANUARY 10, 2024

At the January 9th Park Board meeting, the large assembly permit for the Easter Egg Hunt in Southside was presented. Bring the Light Electric is proposing to host an Easter Egg Hunt at Southside Park on March 30th, 2024 from 10:00am to 12:00pm. They anticipate that children 0-10 years old will participate in the event. Bring the Light Electric is uncertain how many individuals will take part in the event since this is the first year that they are offering this occurrence.

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

1. The City of New Prague shall be named as additional insured for the event since it is taking place in Southside Park and shall also be provided with a copy of the Certificate of Insurance. The City shall be held harmless for any injuries or damages occurring during the event.
2. All of Southside Park shall be reserved for the event from 8am to 2pm on March 30th, 2024.
3. Bring the Light Electric shall provide notification of the event and associated activities to residential properties adjacent to Southside Park at least one week prior to the event.
4. Bring the Light Electric shall be allowed to utilize the portable bathroom in the park during the event.
5. The City has the right to close access to the baseball field if it is snowy or frosty.

Staff Recommendation

Approve the Large Assembly Permit for the Easter Egg Hunt on March 30, 2024 at Southside Park with the conditions listed.

Unaudited Income Statement
Through December 31, 2023
Percent of year complete: 100%

Section 3, Item j.

	Prior Year 2022 Thru 12/31/2022	Actual Thru 12/31/2023	2022/2023 Variance YTD	Current Month 12/31/2023	2023 AMENDED Budget	2023 Original Budget	2023 Budget Balance	% Actual compared to Amended Budget
General Fund								
REVENUES								
Property Taxes	\$ 3,659,813.89	\$ 4,275,504.53	\$ 615,690.64	\$ 1,170,658.60	\$ 3,728,128	\$ 3,728,128	\$ (547,377)	114.68%
Local Government Aid	\$ 964,655.00	\$ 985,808.00	\$ 21,153.00	\$ -	\$ 985,808	\$ 985,808	\$ -	100.00%
Licenses and permits	\$ 350,996.90	\$ 311,015.79	\$ (39,981.11)	\$ 2,326.01	\$ 240,780	\$ 240,780	\$ (70,236)	129.17%
Intergovernmental	\$ 333,445.75	\$ 363,615.52	\$ 30,169.77	\$ -	\$ 307,500	\$ 307,500	\$ (56,116)	118.25%
Charges for services	\$ 115,073.25	\$ 52,719.53	\$ (62,353.72)	\$ 254.50	\$ 147,806	\$ 147,806	\$ 95,086	35.67%
Fines	\$ 22,063.25	\$ 26,318.52	\$ 4,255.27	\$ 861.77	\$ 20,000	\$ 20,000	\$ (6,319)	131.59%
Interest Income	\$ 79,733.33	\$ 364,280.37	\$ 284,547.04	\$ 38,427.82	\$ 10,000	\$ 10,000	\$ (354,280)	3642.80%
Miscellaneous revenue	\$ 247,493.24	\$ 1,455,530.60	\$ 1,208,037.36	\$ 1,368,058.69	\$ 1,476,800	\$ 316,800	\$ 21,269	98.56%
Transfers In	\$ 43,000.00	\$ 45,000.00	\$ 2,000.00	\$ -	\$ 775,953	\$ 744,953	\$ 730,953	5.80%
TOTAL REVENUES	\$ 5,816,274.61	\$ 7,879,792.86	\$ 2,063,518.25	\$ 2,580,587.39	\$ 7,692,775.00	\$ 6,501,775	\$ (187,017.86)	102.43%
EXPENSES								
Council	\$ 73,283.02	\$ 64,960.87	\$ (8,322.15)	\$ 2,339.38	\$ 74,152	\$ 74,152	\$ 9,191	87.61%
Administration	\$ 533,279.64	\$ 483,414.81	\$ (49,864.83)	\$ 42,311.36	\$ 492,982	\$ 492,982	\$ 9,567	98.06%
Tech Network	\$ 89,118.45	\$ 188,907.22	\$ 99,788.77	\$ 6,467.30	\$ 166,882	\$ 166,882	\$ (22,025)	113.20%
Elections	\$ 25,324.21	\$ 3,433.97	\$ (21,890.24)	\$ 2,219.97	\$ 6,320	\$ 6,320	\$ 2,886	54.33%
Assessor	\$ 43,100.00	\$ 44,400.00	\$ 1,300.00	\$ -	\$ 44,393	\$ 44,393	\$ (7)	100.02%
Attorney	\$ 70,008.09	\$ 63,871.58	\$ (6,136.51)	\$ 8,189.82	\$ 70,000	\$ 70,000	\$ 6,128	91.25%
Engineer	\$ 7,068.00	\$ 7,185.81	\$ 117.81	\$ -	\$ 15,000	\$ 15,000	\$ 7,814	47.91%
Planning	\$ 253,782.02	\$ 304,463.08	\$ 50,681.06	\$ 18,968.06	\$ 387,745	\$ 387,745	\$ 83,282	78.52%
Government Building	\$ 86,718.11	\$ 70,601.75	\$ (16,116.36)	\$ 3,801.16	\$ 73,191	\$ 73,191	\$ 2,589	96.46%
Police	\$ 1,802,153.35	\$ 1,963,111.98	\$ 160,958.63	\$ 115,269.33	\$ 2,102,655	\$ 2,102,655	\$ 139,543	93.36%
Fire	\$ 239,330.26	\$ 230,186.66	\$ (9,143.60)	\$ 59,133.51	\$ 208,545	\$ 208,545	\$ (21,642)	110.38%
Building Inspector	\$ 287,441.56	\$ 296,137.85	\$ 8,696.29	\$ 21,405.00	\$ 309,492	\$ 309,492	\$ 13,354	95.69%
Emergency Management	\$ 420.00	\$ 1,738.85	\$ 1,318.85	\$ -	\$ 2,650	\$ 2,650	\$ 911	65.62%
Animal Control	\$ 14,487.05	\$ 11,700.00	\$ (2,787.05)	\$ -	\$ 15,750	\$ 15,750	\$ 4,050	74.29%
Public Works	\$ 101,042.01	\$ 109,352.66	\$ 8,310.65	\$ 7,471.93	\$ 110,182	\$ 110,182	\$ 829	99.25%
Streets	\$ 960,368.92	\$ 1,075,637.34	\$ 115,268.42	\$ 33,658.11	\$ 1,113,187	\$ 952,187	\$ 37,550	96.63%
Street Lights	\$ 59,688.59	\$ 65,265.27	\$ 5,576.68	\$ 6,513.82	\$ 72,418	\$ 72,418	\$ 7,153	90.12%
Outdoor Swimming Pool	\$ 67,663.35	\$ -	\$ (67,663.35)	\$ -	\$ -	\$ -	\$ -	0.00%
Aquatic Center	\$ 165,220.14	\$ 140,224.14	\$ (24,996.00)	\$ -	\$ 130,526	\$ 130,526	\$ (9,698)	107.43%
Municipal Band	\$ 4,465.81	\$ 4,473.97	\$ 8.16	\$ -	\$ 4,475	\$ 4,475	\$ 1	99.98%
Parks	\$ 505,765.15	\$ 1,944,154.34	\$ 1,438,389.19	\$ 46,608.92	\$ 2,015,736	\$ 855,736	\$ 71,582	96.45%
Park Board	\$ 6,707.69	\$ 55,778.09	\$ 49,070.40	\$ -	\$ 43,000	\$ 173,000	\$ (12,778)	129.72%
Library	\$ 30,941.39	\$ 45,356.54	\$ 14,415.15	\$ 1,930.32	\$ 50,753	\$ 50,753	\$ 5,396	89.37%
Unallocated	\$ 143,096.30	\$ 111,219.73	\$ (31,876.57)	\$ 875.03	\$ 182,741	\$ 182,741	\$ 71,521	60.86%
TOTAL EXPENSES	\$ 5,570,473.11	\$ 7,285,576.51	\$ 1,715,103.40	\$ 377,163.02	\$ 7,692,775.00	\$ 6,501,775.00	\$ 407,198.49	94.71%
EXCESS REVENUES OVER EXPENSES	\$ 245,801.50	\$ 594,216.35	\$ 348,414.85	\$ 2,203,424.37	\$ -	\$ -	\$ (594,216.35)	

Unaudited Income Statement
Through December 31, 2023
Percent of year complete: 100%

Section 3, Item j.

	Prior Year 2022 Thru 12/31/2022	Actual Thru 12/31/2023	2022/2023 Variance YTD	Current Month 12/31/2023	2023 AMENDED Budget	2023 Original Budget	2023 Budget Balance	% Actual compared to Amended Budget
Ambulance								
TOTAL REVENUES	\$ 20,848.25	\$ 23,933.17	\$ 3,084.92	\$ 337.67	\$ 20,100	\$ 20,100	\$ (3,833)	119.07%
TOTAL EXPENSES	\$ 14,187.52	\$ 13,621.17	\$ (566.35)	\$ 716.83	\$ 10,697	\$ 10,697	\$ (2,924)	127.34%
EXCESS REVENUES OVER EXPENSES	<u>\$ 6,660.73</u>	<u>\$ 10,312.00</u>	<u>\$ 3,651.27</u>	<u>\$ (379.16)</u>	<u>\$ 9,403.00</u>	<u>\$ 9,403.00</u>	<u>\$ (909.00)</u>	
EDA								
TOTAL REVENUES	\$ 51,650.25	\$ 83,019.32	\$ 31,369.07	\$ 22,706.12	\$ 75,250.00	\$ 75,250.00	\$ (7,769)	110.32%
TOTAL EXPENSES	\$ 39,232.36	\$ 72,918.13	\$ 33,685.77	\$ 5,667.88	\$ 75,250.00	\$ 75,250.00	\$ 2,332	96.90%
EXCESS REVENUES OVER EXPENSES	<u>\$ 12,417.89</u>	<u>\$ 10,101.19</u>	<u>\$ (2,316.70)</u>	<u>\$ 17,038.24</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (10,101.19)</u>	
EDA- INDUSTRIAL								
TOTAL REVENUES	\$ 593.18	\$ 3,842.17	\$ 3,248.99	\$ 235.43	\$ -	\$ -	\$ (3,842)	0.00%
TOTAL EXPENSES	\$ 1,919.48	\$ 1,931.48	\$ 12.00	\$ (1,919.48)	\$ 989,773	\$ 989,773	\$ 987,842	0.20%
EXCESS REVENUES OVER EXPENSES	<u>\$ (1,326.30)</u>	<u>\$ 1,910.69</u>	<u>\$ 3,236.99</u>	<u>\$ 2,154.91</u>	<u>\$ (989,773.00)</u>	<u>\$ (989,773.00)</u>	<u>\$ (991,683.69)</u>	
WATER FUND								
TOTAL REVENUES	\$ 1,792,036.06	\$ 1,946,540.35	\$ 154,504.29	\$ 128,323.41	\$ 1,777,604.00	\$ 1,777,604.00	\$ (168,936.35)	109.50%
TOTAL EXPENSES	\$ 1,512,890.51	\$ 1,487,999.61	\$ (24,842.97)	\$ 92,585.86	\$ 1,544,799.00	\$ 1,544,799.00	\$ 56,817.58	96.32%
EXCESS REVENUES OVER EXPENSES	<u>\$ 279,145.55</u>	<u>\$ 458,540.74</u>	<u>\$ 179,347.26</u>	<u>\$ 35,737.55</u>	<u>\$ 232,805.00</u>	<u>\$ 232,805.00</u>	<u>\$ (225,753.93)</u>	
ELECTRIC FUND								
TOTAL REVENUES	\$ 9,403,196.09	\$ 10,267,593.05	\$ 864,396.96	\$ 718,349.95	\$ 9,999,287.00	\$ 9,999,287.00	\$ (268,306.05)	102.68%
TOTAL EXPENSES	\$ 8,571,003.19	\$ 8,667,728.52	\$ 96,437.13	\$ 192,399.40	\$ 9,497,403.00	\$ 9,497,403.00	\$ 829,962.68	91.26%
EXCESS REVENUES OVER EXPENSES	<u>\$ 832,192.90</u>	<u>\$ 1,599,864.53</u>	<u>\$ 767,959.83</u>	<u>\$ 525,950.55</u>	<u>\$ 501,884.00</u>	<u>\$ 501,884.00</u>	<u>\$ (1,098,268.73)</u>	

Unaudited Income Statement
Through December 31, 2023
Percent of year complete: 100%

Section 3, Item j.

	Prior Year 2022 Thru 12/31/2022	Actual Thru 12/31/2023	2022/2023 Variance YTD	Current Month 12/31/2023	2023 AMENDED Budget	2023 Original Budget	2023 Budget Balance	% Actual compared to Amended Budget
SANITARY SEWER								
TOTAL REVENUES	\$ 3,575,377.85	\$ 3,796,636.60	\$ 221,258.75	\$ 292,063.57	\$ 3,559,206.00	\$ 3,559,206.00	\$ (237,430.60)	106.67%
TOTAL EXPENSES	\$ 3,844,652.62	\$ 3,955,793.67	\$ 111,141.05	\$ 240,182.90	\$ 3,974,110.00	\$ 3,974,110.00	\$ 18,316.33	99.54%
EXCESS REVENUES OVER EXPENSES	<u>\$ (269,274.77)</u>	<u>\$ (159,157.07)</u>	<u>\$ 110,117.70</u>	<u>\$ 51,880.67</u>	<u>\$ (414,904.00)</u>	<u>\$ (414,904.00)</u>	<u>\$ (255,746.93)</u>	
GOLF								
TOTAL REVENUES	\$ 1,404,357.62	\$ 1,477,021.78	\$ 72,664.16	\$ 21,014.16	\$ 1,337,494.00	\$ 1,337,494.00	\$ (139,527.78)	110.43%
TOTAL EXPENSES	\$ 1,317,398.32	\$ 1,421,036.38	\$ 103,638.06	\$ 66,345.47	\$ 1,257,881.00	\$ 1,257,881.00	\$ (163,155.38)	112.97%
EXCESS REVENUES OVER EXPENSES	<u>\$ 86,959.30</u>	<u>\$ 55,985.40</u>	<u>\$ (30,973.90)</u>	<u>\$ (45,331.31)</u>	<u>\$ 79,613.00</u>	<u>\$ 79,613.00</u>	<u>\$ 23,627.60</u>	
STORM SEWER								
TOTAL REVENUES	\$ 404,974.92	\$ 427,209.89	\$ 22,234.97	\$ 35,757.77	\$ 401,040.00	\$ 401,040.00	\$ (26,169.89)	106.53%
TOTAL EXPENSES	\$ 384,762.69	\$ 399,220.71	\$ 14,458.02	\$ 26,626.49	\$ 387,720.00	\$ 387,720.00	\$ (11,500.71)	102.97%
EXCESS REVENUES OVER EXPENSES	<u>\$ 20,212.23</u>	<u>\$ 27,989.18</u>	<u>\$ 7,776.95</u>	<u>\$ 9,131.28</u>	<u>\$ 13,320.00</u>	<u>\$ 13,320.00</u>	<u>\$ (14,669.18)</u>	



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: January 11, 2024

RE: Project Updates

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

2023 STREET AND UTILITY IMPROVEMENTS

The project has reached substantial completion and is on hold until the spring.

2024 STREET AND UTILITY IMPROVEMENTS PROJECT

The neighborhood open house meeting was held on January 10th and the 90% review meeting was held last week. A resolution approving the bidding documents for bid is included with a separate bid item. The drawings will be sent to MnDOT for approval.

HSIP 10TH AVENUE SE-1ST STREET SE RRFB

The project is substantially complete. The contractor is waiting for the RRFB unit with delivery likely in February/March. A temporary crosswalk sign has been installed for now.

cdk

x:\ko\newpr\common\council meetings\011624 cc project updates.docx



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: January 11, 2024

RE: 2024 Street and Utility Improvements
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
SEH No. NEWPR 173957

APPROVING PLANS AND ORDERING ADVERTISEMENT FOR BIDS

Plans and Specifications for the 2024 Street and Utility Improvements Project are significantly complete with the next step in the public improvement process to Approve Plans and Specifications and Ordering the Advertisement for Bids.

The project is scheduled to begin advertising in the New Prague Times on February 1, 2024, as well as on the SEH and QuestCDN websites that same week. The Bid Opening is proposed to be an electronic online bid opening scheduled for **10:00 a.m. on Friday, February 23, 2024**, with consideration of award by the City Council at the March 4th meeting.

A “Plan Review Open House” was held on January 10th to give residents another opportunity to see what is planned and to meet with city and engineering staff.

STAFF/ENGINEER RECOMMENDATION

It is recommended that the City Council approve the attached Resolution Approving Plans and Specifications and Ordering Advertisement for Bids for the 2024 STREET AND UTILITY IMPROVEMENT PROJECT.

cdk

x:\ko\n\newpr\173957\1-gen\16-meet\city council\01.15.2024\2024 cip memo approve plans and bidding 1.12.23.docx

ADVERTISEMENT FOR BIDS

**2024 Street and Utility Improvement Project
New Prague, Minnesota
SEH No. NEWPR 173957
SAP No. 237-109-001**

Notice is hereby given that Online Bids will be received by the New Prague City Administrator until 10:00 a.m., Friday, February 23, 2024, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2024 Street and Utility Improvement Project.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2024 Street and Utility Improvement Project, New Prague, MN, Bid Opening
Friday, February 23, 2024, 10:00 a.m. (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/48Fc0hm>

Or call in (audio only)
+1 872-242-7640,,335321410# United States, Chicago
Phone Conference ID: 335 321 410#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major quantities for the Work include:

Quantity	Item
10,000 LIN FT	REMOVE CURB AND GUTTER
21,100 SQ YD	REMOVE BITUMINOUS PAVEMENT
1,900 SQ YD	REMOVE DRIVEWAY PAVEMENT
20,500 SQ YD	GEOTEXTILE FABRIC, TYPE 5, (NON-WOVEN)
21,100 CU YD	EXCAVATION-COMMON (EV) (P)
13,500 CU YD	SELECT GRANULAR EMBANKMENT (CV) (P)
4,500 CU YD	AGGREGATE BASE (CV) CLASS 5 (P)
5,100 TONS	TYPE SP 9.5, 12.5 AND 19.0 BITUMINOUS MIXTURES
10,000 LIN FT	6" PERF HDPE PIPE DRAIN
28,000 SQ FT	4" AND 6" CONCRETE WALK
10,000 LIN FT	CONCRETE CURB & GUTTER, DESIGN B618
2,400 SQ YD	7" CONCRETE DRIVEWAY PAVEMENT
360 SQ FT	TRUNCATED DOMES
1 EACH	TRAFFIC CONTROL
1,300 CU YD	BOULEVARD TOPSOIL BORROW (CV)
9,9800 SQ YD	TURF ESTABLISHMENT
55 EACH	CASTING ASSEMBLY
33 EACH	REMOVE DRAINAGE STRUCTURE OR MANHOLE
2,400 LIN FT	REMOVE PIPE SEWER
97 EACH	LAWN SUMP CATCH BASIN (TOTAL UNIT)
3,400 LIN FT	12" TO 24" PP STORM SEWER
44 EACH	CONSTRUCT STORM DRAINAGE STRUCTURE
81 EACH	SANITARY SEWER SERVICES
2,700 LIN FT	4" PVC SANITARY SEWER SERVICE PIPE
3,200 LIN FT	8" PVC SANITARY SEWER (REGARDLESS OF DEPTH)
400 LIN FT	12" PVC SANITARY SEWER (REGARDLESS OF DEPTH)

<u>Quantity</u>	<u>Item</u>
11 EACH	CONSTRUCT SANITARY MANHOLE DESIGN 4007
4,150 LIN FT	REMOVE WATER MAIN
8 EACH	HYDRANT SYSTEM
18 EACH	6" AND 8" GATE VALVE & BOX
83 EACH	1" HDPE WATER SERVICES
4,200 LIN FT	6" OR 8" C900 PVC WATER MAIN W/TRACER WIRE
1,300 LBS	WATER MAIN FITTINGS
1 EACH	TEMPORARY WATER SERVICE

The Bidding Documents may be seen at the Issuing Office of SEH located at 11 Civic Center Plaza, Suite 200 Mankato, MN 56001-7710, 507.388.1989, Chris Knutson, 507.237.8383, cknutson@sehinc.com.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 8823139 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service QuestCDN.com. To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated January 15, 2024.

In addition to digital plans, paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441 (763.475.9600) for a fee of \$150.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

This Work shall be subject to minimum wages and labor standards in accordance with the Minnesota Department of Labor and Industry.

The City of New Prague reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of New Prague.

Joshua Tetzlaff
City Administrator
New Prague, Minnesota

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

**CITY OF NEW PRAGUE
RESOLUTION #24-01-16-01**

**2024 STREET AND UTILITY IMPROVEMENT PROJECT
APPROVING PLANS AND SPECIFICATIONS AND
ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the council on October 16, 2023, the consulting city engineer retained for the purpose has prepared plans and specifications for the construction of the 2024 Street and Utility Improvement Project, and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, and shall state that online bids will be received by the City Administrator until 10:00 a.m. on Friday, February 23, 2024, at which time they will be publicly opened and read aloud via Microsoft Teams by the City Administrator and City Engineer, will then be tabulated, and will be considered by the council at 6:00 p.m. on Monday, March 4, 2024, in the council chambers of the New Prague City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cashier’s check, bid bond, or certified check payable to the clerk for 5 percent of the amount of such bid.

Adopted by the council this 16th day of January, 2024.

Duane J. Jirik
Mayor

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

ATTEST:

Joshua M. Tetzlaff
City Administrator



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
KYRA CHAPMAN, PLANNER
SUBJECT: RESOLUTION SUPPORTING MNDOT ACTIVE TRANSPORTATION GRANT APPLICATIONS
DATE: JANUARY 9, 2024

As the Council is aware, included in the City Council’s Visioning document are a couple of projects related to trail and sidewalk extensions. Specifically, they are an 8’ bituminous trail through the industrial park and a 6’ concrete sidewalk from Settlers Park south to Tikalsky Street SE. Both segments were identified in the City’s sidewalk and trail plan as part of the City’s current comprehensive plan. Funding for the sidewalk near Settlers Park was intending to use ARPA funds (approximately \$130,000 was anticipated) and funding for the trail in the industrial park was to be paid for by the EDA in conjunction with their 6th Ave./8th Ave. roadway extension project.

The City learned of MnDOT’s Active Transportation Grant program and is planning to apply for a grant for each of these projects. The grant funding could provide 100% of the construction costs of each project with the city covering project related costs (engineering, construction observation, etc.). The benefit of the trails is not only for safety purposes to get pedestrians off the roads, but also for encouraging people to walk and bike more. More specifically, it would benefit employees and customers who want to access the industrial district using the trail.

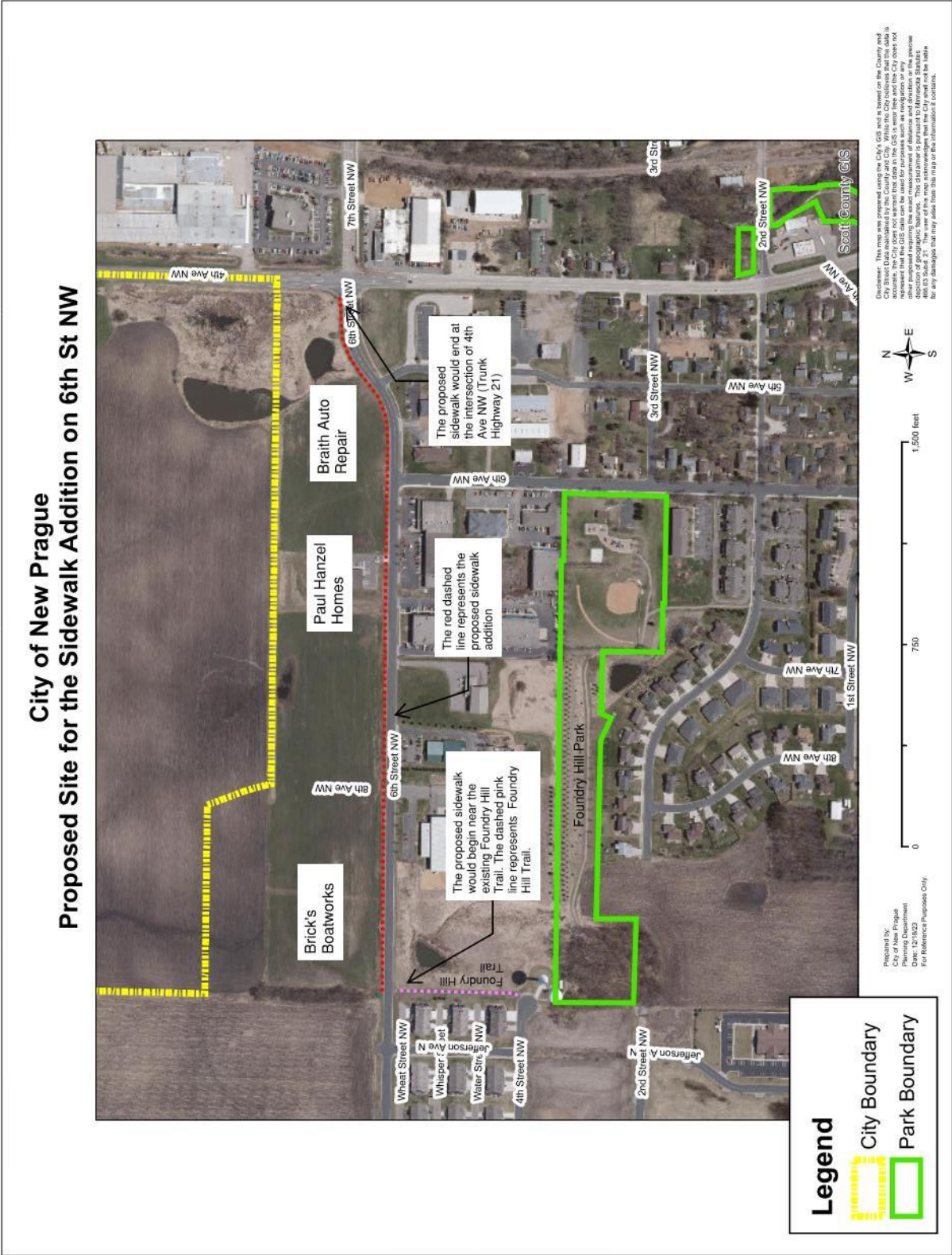
Estimated project costs for each project are as follows:

Industrial Park Trail - \$236,456.25 (\$189,165.00 grant and \$47,291.25 city share)

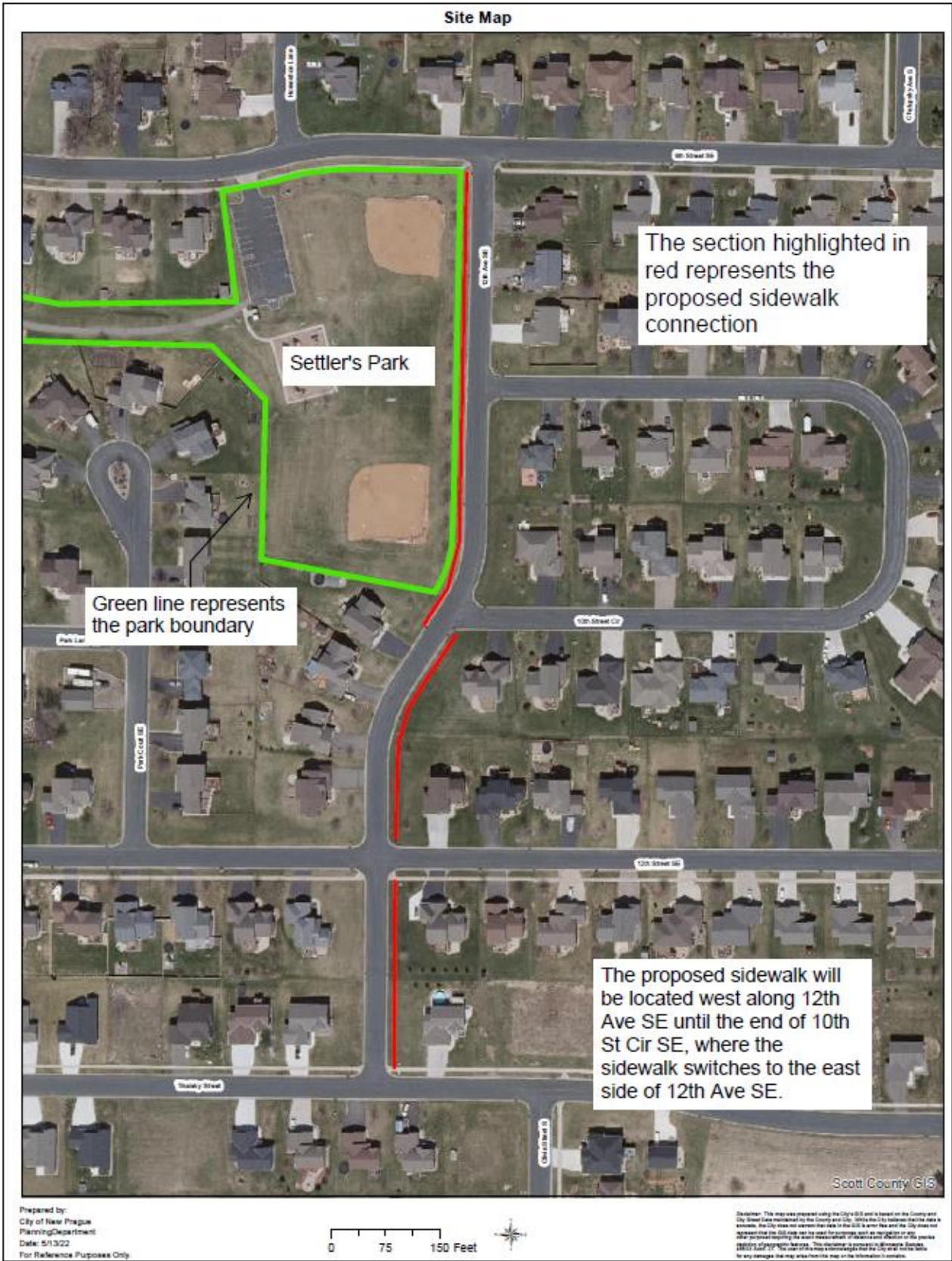
Settlers Park Sidewalk - \$215,631.25 (\$172,505.00 grant and \$43,126.25 city share)

Staff Recommendation

Approve the attached resolution supporting the MnDOT Active Transportation Grant Applications.



Industrial Park Trail Proposal



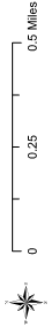
Settlers Park Sidewalk Proposal



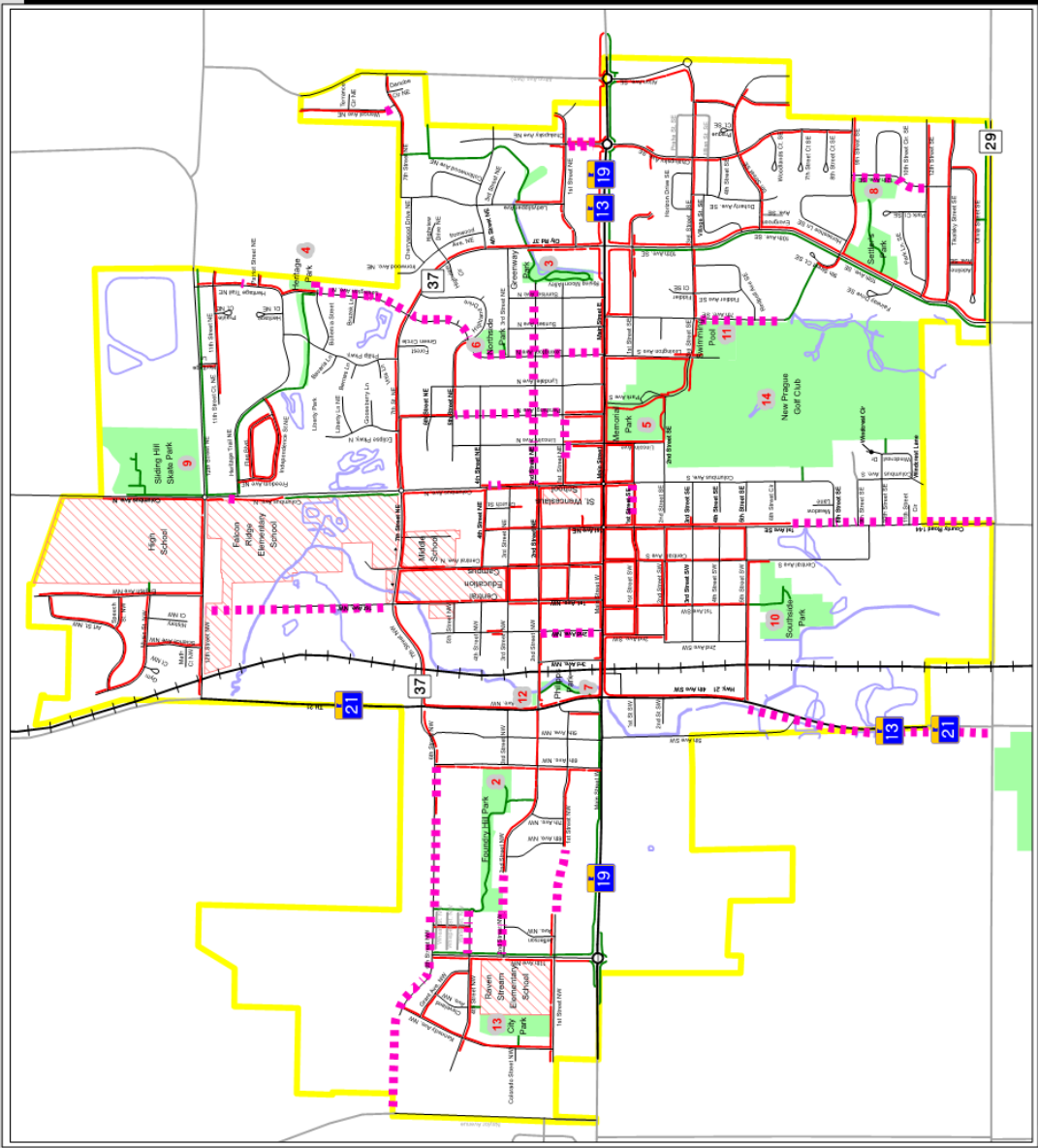
City of New Prague Gaps in the Existing Sidewalk and Trail System Map 8-8

1. Future Athletic Complex
2. Foundry Hill Park
3. Greenway Park
4. Heritage Park
5. Memorial Park
6. Northside Park
7. Philipps Park
8. Settlers Park
9. Sliding Hill Skate Park
10. Southside Park
11. Swimming Pool / Baseball Field
12. Yackly Cabin Park
13. Unnamed Park
14. New Prague Golf Club

- Parks
- Schools
- Water
- City Limits
- Existing Trail
- City Streets
- County Roads
- State Highways
- Railroad
- System Gaps in Sidewalks/Trails



Current to: September 2021
 Prepared by: Planning Department
 File: WGIS\Projects\Gaps_Sidewalks_Trails_Map_8_8_2021.mxd
 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 accept any liability for any damages that may arise from this map or the information it contains. This map is provided for informational purposes only and is not intended to be used for any other purpose. The City does not accept any liability for any damages that may arise from this map or the information it contains. This map is provided for informational purposes only and is not intended to be used for any other purpose. The City does not accept any liability for any damages that may arise from this map or the information it contains.



Existing Gaps in the Sidewalk Map

RESOLUTION #24-01-16-02

**RESOLUTION OF THE NEW PRAGUE CITY COUNCIL
SUPPORTING MNDOT ACTIVE TRANSPORTATION GRANT APPLICATIONS**

WHEREAS, \$13.2 million in Active Transportation funding is available, with a minimum of \$50,000 and a cap of \$1,000,000 for each project; and,

WHEREAS, the City of New Prague’s 2023 Visioning document identified the establishment of two trail/sidewalk connections to make it easier for residents to walk or bike for safety and health benefits such as for the benefit of those using non-motorized transportation and to help alleviate greenhouse gas emissions. The projects will complete missing connections for non-motorized vehicles in the city and allow users to remain off-street. The projects to be completed in 2024 are known as the 6th Street NW trail extension which would install an 8’ bituminous trail on the north side of 6th Street NW from TH21 to the west end of the City’s industrial park and the 12th Ave SE sidewalk extension which would install a 6’ wide concrete sidewalk from 9th Street SE south to Tikalsky Street SE; and,

WHEREAS, the City of New Prague previously identified these two projects in the City’s Comprehensive Plan for trail/sidewalk gaps; and,

WHEREAS, all municipal applicants must have a resolution of support from their City Councils; and,

WHEREAS, the City of New Prague is a Municipal State Aid City and does not require a sponsoring agency; and,

WHEREAS, the New Prague City Council fully supports the two applications for Active Transportation Grant funds; and,

WHEREAS, the City of New Prague understands it is responsible for all project costs not covered by Active Transportation Grant funds including but not limited to consultant engineering, right-of-way acquisition, construction administration and inspection, utility construction, as well as construction costs above the Active Transportation grant awards; and,

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

1. The City agrees to maintain such improvements for the lifetime of said improvements.

2. Full support is given to the applications for the Active Transportation program and construction of the projects.
3. The City agrees to pay all costs associated with the projects beyond the grant awards.

Passed this 16th day of January, 2024.

Duane J. Jirik, Mayor

ATTEST: _____
Joshua M. Tetzlaff, City Administrator



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SMALL AREA PLAN PROPOSALS FOR CITY CENTER AREA
DATE: JANUARY 11, 2024

At the November 20th, 2023 City Council Meeting, the POPS (Praha Outdoor Performance Stage) group gave a presentation of the feasibility study completed by Bolton & Menk regarding that reviewed three possible sites for the POPS facility which were Memorial Park, Sliding Hill Skate Park and the City Center Area (old creamery site gravel lot). While the feasibility study had Memorial Park ranked as the top site, it was noted that the Park Board’s recommendation was to develop a city center/central park revitalization master plan to accommodate the POPS facility and associated redevelopment of the site with the Park Board offering up to \$15,000 of their own funds towards the study if the POPS facility were to be part of the redevelopment.

While no formal action was taken, discussion took place regarding the need to complete a redevelopment plan for the area, regardless of if the POPS facility locates there, that looks at the need for installing a stormwater pond as has been planned for many years, along with general clean up and overall grading for the area bound on the west by the railroad, the south by Main Street, east by 2nd Ave. NW and north by 2nd Street NW. Staff indicated at the meeting that they would reach out to planning firm MSA and City Engineering firm SEH to determine what the costs of such a study would be.

Staff developed the attached “Mini RFP” document to gather proposals from MSA and SEH to complete a “small area plan”. With the holidays, and with staff vacations, staff has not been able to get the proposals back in front of the City Council until now.

The cost to complete a small area plan from each firm is as follows:

- MSA - \$20,000 (not to exceed)
- SEH - \$35,950 (not to exceed)

Both proposals (see attached) include a timeframe that would allow the work to be completed by June 1st, 2024 and meet the minimum requirements outlined in the mini RFP document. Staff believes the proposal from MSA to be not only less expensive but provides for more community input and being incorporated as an addendum into the Comprehensive Plan update they are currently working on for the city. Utilizing \$15,000 of Park Board Funds (if the redevelopment included a POPS facility), this would

require an additional \$5,000 to cover the cost. Possible funding sources could include the EDA or even Council Contingency.

Also included with this memo is a letter from Joe Barten as additional commentary as it relates to Joe's role with both the Park Board and on the POPS Site Selection Committee.

Recommendation

I recommend that the City Council consider approval of the small area plan proposal from MSA in an amount not to exceed \$20,000.

Attachments:

1. Mini RFP – Undated
2. MSA Proposal – Dated 12/7/23
3. SEH Proposal – Dated 12/14/23
4. Letter from Joe Barten – Dated 12/14/23

“Mini” City Center RFP for Small Area Plan

Background:

There has been a POPS (Praha Outdoor Performance Stage) Group looking to locate a sort of bandshell/outdoor performance stage in the City and they hired Bolton & Menk to do a feasibility study looking at three possible sites in the City (two at city parks and one at what we call the “City Center” which is located on city owned land near downtown). The full report they created is attached that explains the POPS facility.

The Park Board, and now the City Council are supportive of the “City Center” location being the site for a POPS facility that they are interested in exploring further.

Description of City Center Site:

Generally speaking, the City Center site, in a broader sense, is described as an area bound as follows (and also on the site map which is attached): 2nd Street NW on the north, the Union Pacific Railroad on the west, Main Street on the south and 2nd Ave. NW on the east. The City owns approximately 4.4 acres of the overall 7.5 acre area described.

Study Product Requested:

The City would like a “small area plan” that studies the described city center site area in more detail to determine if the area of just the City’s owned land can accommodate the city’s stormwater pond, house a POPS facility and finally house a future building (or buildings) (a use yet to be determined, but could be a city hall and/or multifamily housing) and parking to support the future building(s) and POPS facility or if redevelopment could/should include other privately owned land in the described city center site area. It is conceivable that the POPS facility is ready for construction in early 2025, but the study should determine if a POPS facility can be located on the property as the first redevelopment project in the City Center area, while allowing the pond, future building(s) and parking to be constructed over time until the area has fully developed.

The outcome of the study should be a written narrative and site plan with a grading plan that can be used for the development of final proposals for the pond, future building(s), POPS facility and parking that allows any/all of the elements to develop independently of one another.

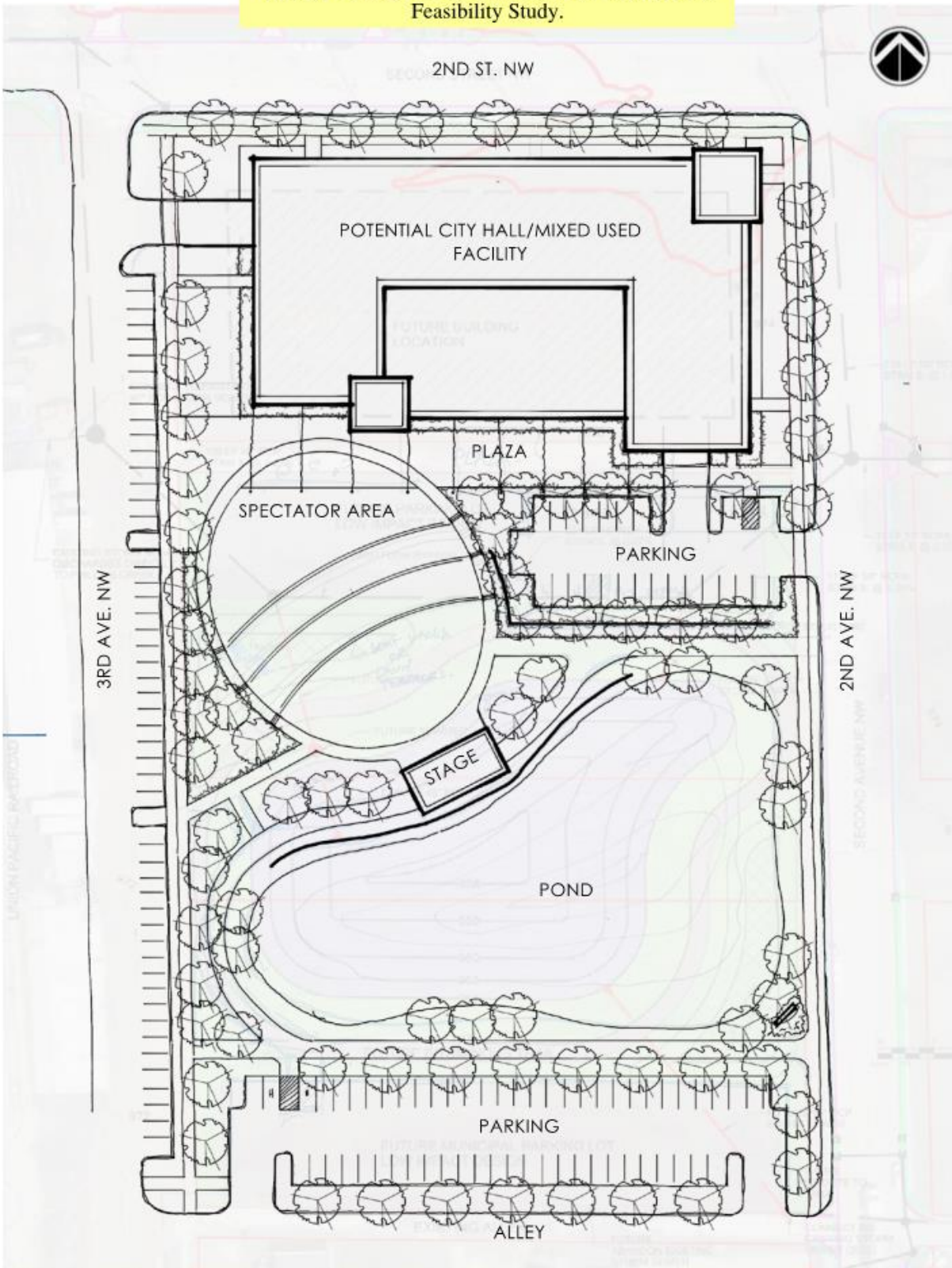
Timeline:

Looking to have the study completed by June 1, 2024.

Proposal Due:

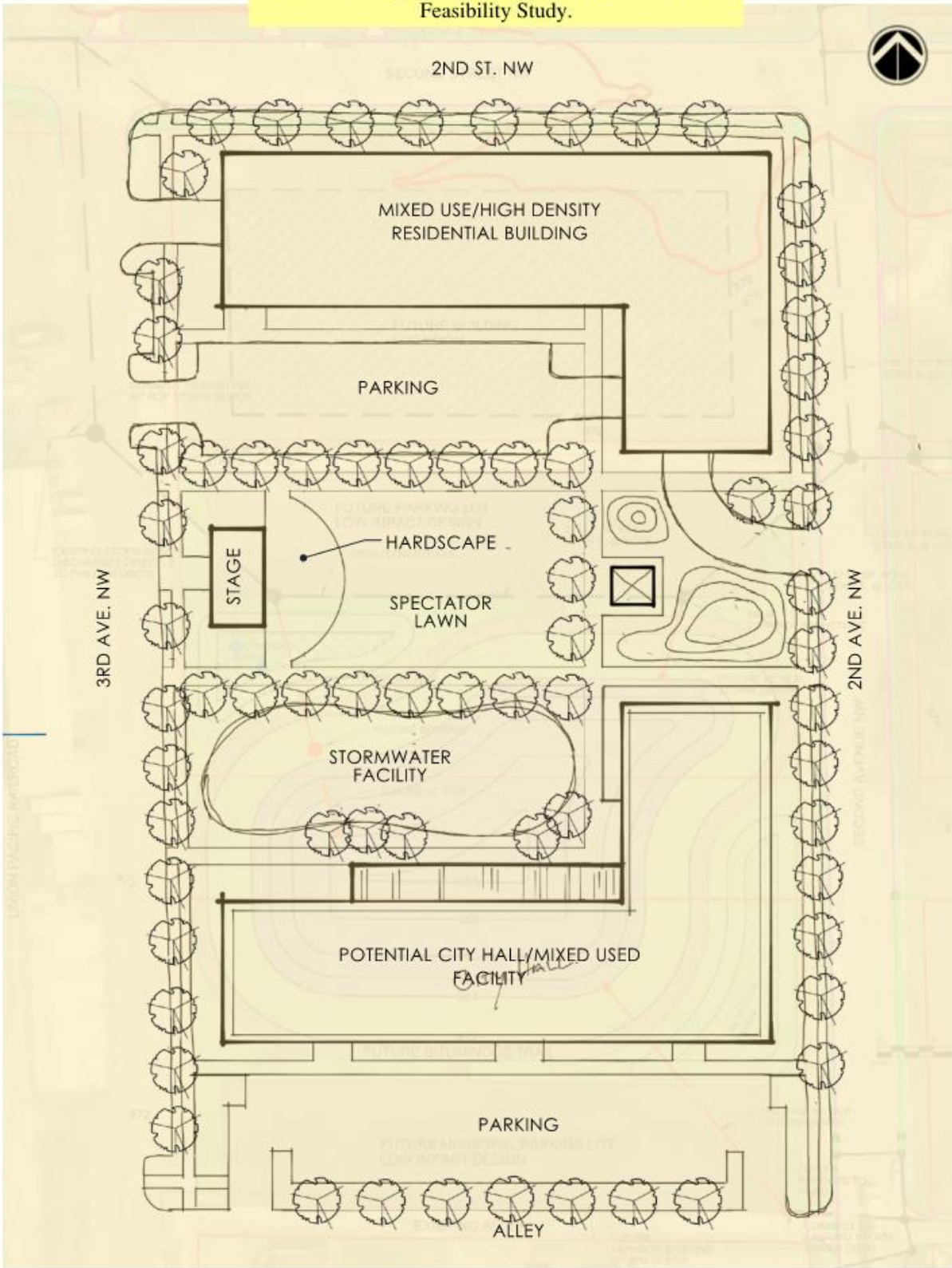
Friday December 8th.

This is "Concept A" from the Bolton & Menk POPS Feasibility Study.



City Center (Central Park) Site Plan Concept A

This is "Concept B" from the Bolton & Menk POPS Feasibility Study.



City Center (Central Park) Site Plan Concept B



December 7, 2022

Ken Ondich, Planning Director
City of New Prague
118 Central Avenue North
New Prague, MN 56071

Re: Letter of Interest to Provide Consultant Services to Create a Small Area Plan

Dear Ken,

Attached you will find a scope and fee for a small area plan for the City Center Site. I have also included some resumes as we've pulled in team members from our parks and recreation team, stormwater team and Mike Lamb. Mike has a great resume and background in urban design and Emily Chris and I have been successfully working with him on projects.

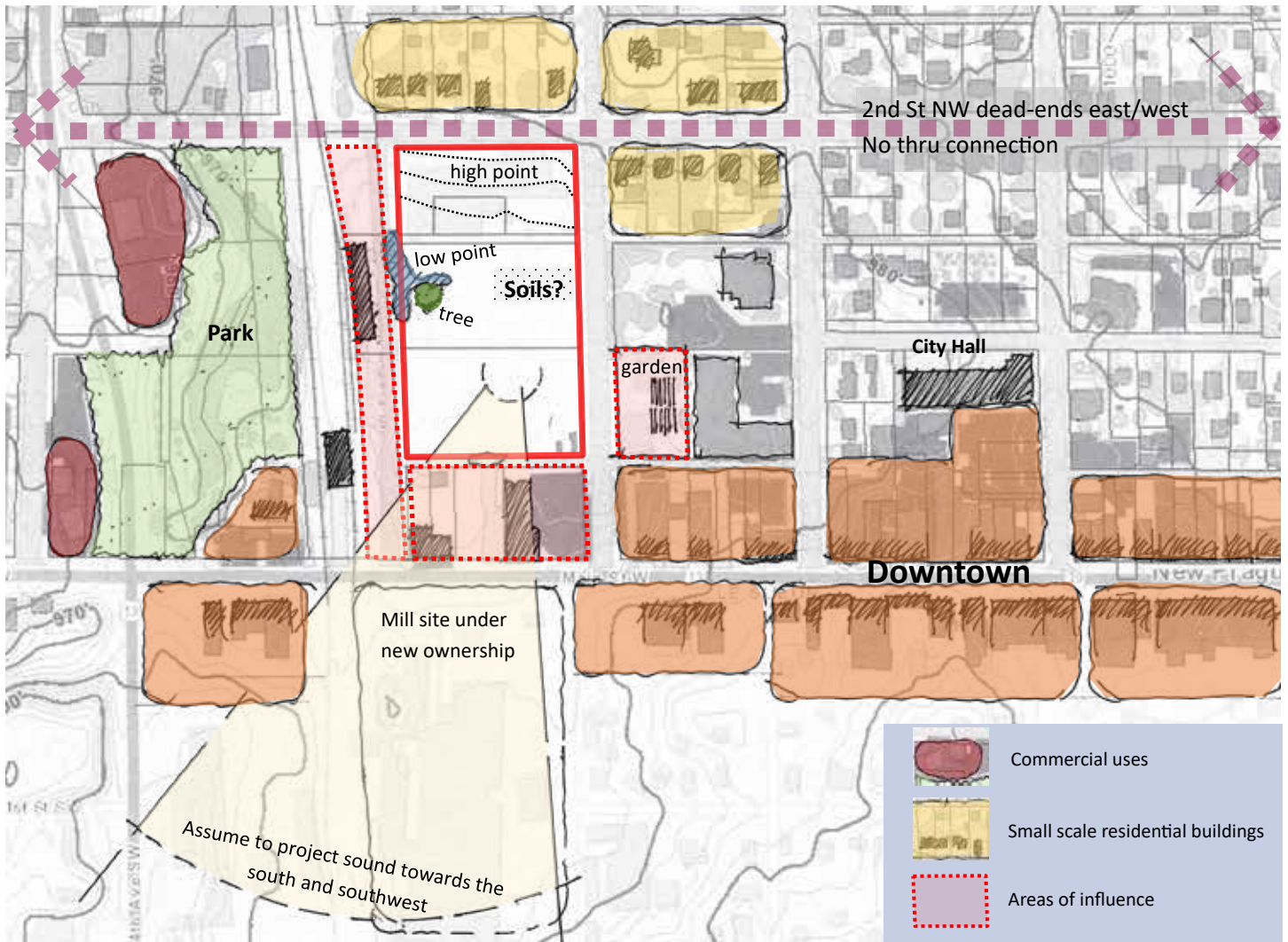
Please review the proposed scope and fee and let me know if you have any questions or adjustments. We can easily do this as an amendment to the comprehensive plan contract or provide you with a separate task order. As the comprehensive plan is close to completion and we anticipate March adoption, I propose that the small area plan for the City Center Site be incorporated into the comprehensive plan as an appendix after adoption. Keeping timelines separate but acknowledging the importance of the two documents. Either way this study can be easily incorporated into the comprehensive plan as an appendix after adoption of the comprehensive plan.

Thank you again for this opportunity to continue working with New Prague. We look forward to diving deeper in the City Center Site. Please let me know if you have any questions, we are happy to pivot as needed.

Sincerely,
MSA Professional Services, Inc. | Planning and Design Studio

A handwritten signature in black ink that reads "Claire Michelson". The signature is fluid and cursive, written over a light gray rectangular background.

Claire Michelson, AICP
Project Manager



PROJECT UNDERSTANDING

We understand the City is interested in how to best plan for and develop the “city center” site as identified in the Bolton & Menk PRAHA Outdoor Performance Stage Site Feasibility Study completed this year. We also understand upon the recommendation of the Park Board, the City Council would like to take a more detailed and comprehensive plan of the “city center” site that consists of city owned and privately owned parcels. The POPS committee continues to successfully raise funds for the performance facility and anticipate the opportunity to begin this project in late 2024. The Council sees this site and performance facility as an opportunity that could support the downtown business community and provide an initial phase for more investment on this site in the future (perhaps either a residential building or public facility).

A Specific Area Plan would seamlessly correspond to the ongoing Comprehensive Plan update, would review the site and surrounding area (including the downtown main street area), and address highest and best use for the site. The master plan would, at a

minimum, review the city parcels as well as available private lots to determine a number of options that may be reviewed for future development. The development program should include the POPS performance facility with seating area for at least 500, supportive parking areas, a stormwater pond to handle the larger site runoff, and the potential for future building sites as maybe accommodated by the site size and conditions.

The Feasibility Study suggested that the northern half of the site is more suited to support a building foundation and that the southern half of the site was formerly a pond that has since been filled. Further review of the October 12, 2000 soil boring exploration prepared by Allied Test Drilling Company resulted in the areas south of the alley on the northern portion of the site that soil conditions were not suitable for shallow foundation systems. Braun Intertec reviewed these borings, conducted additional borings and evaluated the site in October of 2011 and concluded with “some soil corrections” sites could support a small to medium sized building (no dimensions identified) with low to moderate loading that could be achieved with 6-12’ of excavation.

APPROACH AND SCOPE

Our approach identifies a compact schedule organized around inter-active workshop formats and includes at least one public open house. We would conduct a comprehensive review of the existing conditions, plans and studies to date and the surrounding area context and summarize into a memo of findings. This memo would be the subject of workshop #1 that we would conduct with the city's identified 'stakeholder group'. Workshop #2 would review and discuss applicable options and alternatives with the stakeholder group. Workshop #3 would include final recommendations as well as conduct a public open house for discussion and comment. We believe we can complete this scope of work in 4-5 months.

PART 1- MONTH 1

- Assemble the stakeholder group
- Prepare comprehensive review of all studies/plans/conditions and prepare a summary memo of findings
- Conduct a kickoff workshop with the stakeholder group to discuss findings as well as agree on assumptions, the development program, goals/vision and direction going forward.

PART 2- MONTH 2

- Prepare options and alternatives and potential development scenarios
- Hold workshop #2 to review alternatives; agree on development program and identify any options that should be carried forward and agree on a preferred alternative development scenario

PART 3 - MONTH 3

- Refine the preferred development plan
- Quantify the development program and prepare an estimated budget of likely costs
- Submit to city for preliminary review and comments

PART 4 - MONTH 4

- Prepare final specific area master plan
- Prepare site grading plan
- Present to the stakeholder group and public open house

Proposed fee budget not to exceed \$20,000 excluding direct costs for travel and meeting supplies.



Claire Michelson, AICP | PROJECT MANAGER
B.S., Community and Regional Planning, Iowa State University; American Institute of Certified Planners

Claire serves as a project planner for MSA's Planning and Design studio and has also worked on a variety of engineering and planning related projects. Claire has experience in, facilitating public engagement activities, GIS map creation, and document creation and writing. She assists in planning projects in a variety of capacities but is passionate about community engagement and the connection that she is able to make with varying communities and the ability to assist them on becoming better places to live work and play.

Similar Project Experience

- Comprehensive Plan Update, New Prague, MN
- Comprehensive Plan and Zoning Ordinance Updates, Dassel, MN
- Small Area Plans, Harris, MN
- Downtown Master Plan, Clinton, IA
- Downtown Master Plan, Independence, IA
- Zoning Assistance and Administration: Shafer MN, Pine City, MN, Lexington, MN, Harris, MN



Christopher Janson, AICP | PRINCIPAL IN CHARGE
B.S., and Master of Community & Regional Planning, Iowa State University; AICP (American Institute of Certified Planners), Iowa CDBG Certified Grant Administrator

Chris serves as a team leader for MSA's Planning + Design Studio. In this role, he focuses on serving municipal clients in the areas of project management, comprehensive planning, zoning administration, development review, funding administration, GIS mapping, and plan implementation. While at MSA, he has secured more than \$10 million in grant funding. Chris has more than 16 years of experience as a land use planner with planning offices in Iowa, Illinois, Nebraska, and Minnesota.

Similar Project Experience

- Comprehensive Plan Update, New Prague, MN
- Comprehensive Plan, Thomson, MN
- Comprehensive Plan, Hastings MN
- Comprehensive Plan, Lexington, MN
- Comprehensive Plan, Oak Grove MN
- Birdland Area Redevelopment Plan, Des Moines, IA
- Eastside Corridor Redevelopment Study Baraboo, WI
- Downtown Revitalization Plan, Guthrie Center, IA
- Downtown Master Plan, Clinton, IA
- Downtown Revitalization Plan, Wilton, IA
- Downtown Revitalization Plan, La Porte City, IA



Emily Herold | PROJECT PLANNER
B.D.A., Architecture, University of Minnesota – Twin Cities

Emily has experience in many disciplines within the planning and design realm, ranging from comprehensive plan production and community engagement to zoning administration. She is a recent graduate of the University of Minnesota's Bachelor of Design in Architecture program, in which she focused on urban design and small-area planning. She is passionate about the experiential aspects of design and helping communities improve their built environments on small and large scales.

Similar Project Experience

- Comprehensive Plan Update, New Prague, MN
- Planning and Zoning Assistance, Afton, MN
- Webster County - Comp Plan, Corridor Plan, and Zoning Updates, Fort Dodge, IA
- Downtown Master Plan, Wyoming, MN
- Comprehensive Plan Update, Hudson, WI
- Comprehensive Parks, Recreation, and Trails Master Plan, Austin, MN
- Parks, Recreation, and Open Space Master Plan, Scandia, MN
- Comprehensive Parks, Recreation, and Trails Master Plan, Austin, MN
- Walnut Street Corridor Plan, La Crescent, MN



Lucas Geiger, PLA, ASLA, NAIOP | LANDSCAPE ARCHITECT

B.S., Landscape Architecture, University of Wisconsin-Madison; Professional Landscape Architect, WI; NAIOP - Commercial Real Estate Development Association, American Society of Landscape Architects

Lucas is heavily involved in MSA's downtown planning, parks and recreation, waterfronts, and urban design projects. He also has experience in the field as a manager of landscape crews for installation of large-scale site plans. Lucas' resume includes site inventory and analysis, concept development and park plans, landscape planting plans, grading, and construction documentation preparation. He is currently leading efforts for MSA in 3D site design to provide communities with realistic renderings of proposed open spaces and parks.

Similar Project Experience

- Downtown Streetscape and Redevelopment, La Porte City, IA
- Alonzo Park Master Plan and Downtown Plan, Hortonville, WI D
- Downtown Planning and Streetscaping, Barron, WI
- Downtown Planning and Street Enhancements, Port Byron, IL
- Downtown Streetscape & Parking Lot Design & Plan, Downs, IL
- Downtown Master Planning and Street Reconstruction, Ely, IA
- Downtown Public Spaces Concept and Streetscape Planning, Waupun, WI



Eric Thompson, PE | STORMWATER ENGINEER
B.S. and M.S., Civil Engineering, University of Minnesota; Professional Engineer, WI, IA, MN, IL; American Public Works Association, Association of State Floodplain Managers, Iowa Floodplain & Stormwater Management Association

Eric leads MSA's water resources team of 11 professionals. He has over 30 years of experience in water resources engineering and has experience working on projects throughout the United States. Eric has been a leader in water resources issues in Iowa for his entire career at MSA. His experience includes planning, study, and design of water resources systems at all levels. He has been involved in a wide range of stormwater management activities, including drainage design, flood reduction, water quality improvements, and stream, lake and wetland restoration.

Similar Project Experience

- Sun Valley Drive Storm Sewer Design, Asbury, IA
- Birchwood Drive Storm Sewer Design, Asbury, IA
- Bishop Avenue Storm Sewer Design, La Porte City, IA
- Police Station Stormwater Management Plan, Davenport, IA
- Infiltration Basin Repair, Baxter, IA
- Sanitary Sewer Master Plan, Dubuque, IA
- West 32nd Street Detention Pond Design, Dubuque, IA
- Neighborhood Flood Reduction Plan, Farley, IA



Michael Lamb, AICP, CNU-A | PROJECT PLANNER
Master of Architecture in Urban Design, University of Colorado/ Denver, Bachelor of Arts (Urban Studies), University of Alabama/ Birmingham, Auburn University, Architecture American Institute of Certified Planners, Member, Congress for the New Urbanism Accredited, CNU-A Graduate, Form Based Code Institute (FBCI)

Mike leads his consulting practice that is focused on the design and planning of cities, corridors, districts and neighborhoods. His practice is grounded in a community-based and multi-disciplinary approach that has fundamentally addressed issues of change and redevelopment resulting in dozens of adopted plans, policies and zoning codes. His work has addressed urban/infill redevelopment, transit-oriented development, zoning code updates, affordable housing, the greater public realm and community reinvestment for over 30 years. He has operated as Michael Lamb Consulting at various times during his career. Michael has led major redevelopment, transit corridor, comprehensive plans and code updates. He has completed Small Area Plans and Development Master Plans for a variety of clients, many which has included design standards, guidelines and implementation strategies.

Similar Project Experience

- Entertainment/Town Center District Master Plan, Blaine, MN
- Red Rock BRT Corridor/Small Area Plans, Washington County, MN
- Stoughton Road Revitalization Plan, Madison, WI
- SE Waterfront Small Area Plan, Rochester, MN
- Commercial Corridor Land Use & Development Study, Red Cliff, WI
- Grandview Redevelopment Plan, Edina, MN
- Central Avenue Small Area Plan, Minneapolis, MN
- Millwork Warehouse Master Plan, Dubuque, IA
- Rice Larpenteur Small Area Plan Vision, Roseville, Saint Paul & Maplewood, MN
- Uptown Small Area Plan/Guidelines, Minneapolis, MN
- Park Commons Town Center Master Plan (Excelsior & Grand), St. Louis Park, MN
- Shady Oak Road Redevelopment Study, Minnetonka, MN



DOWNTOWN MASTER PLAN

WYOMING, MN

The City of Wyoming, located approximately 30 miles north of St. Paul, hired MSA to create a Downtown Master Plan. The plan document will serve as a guide for improvements to the community's public and private realm, fostering future investment and establishing downtown Wyoming as a more vibrant and walkable destination. The planning process has included a variety of community engagement methods, including an input survey and pop-up booths at local festivals, and close collaboration with Wyoming's Economic Development Authority to develop a cohesive vision for future development. Through this framework, the community will possess the tools to leverage its existing cultural and infrastructural assets, support its strong commercial/industrial base, and make downtown more welcoming for all visitors.



ROBINSON PARK MASTER PLAN AND STORYMAP

PINE CITY, MN

The City was hoping to update Robinson Park and requested a master plan of the park facility. Centrally located near main street, this park services a variety of residents and has a regional pull. The master plan involves adding additional sidewalks and paving the band-shell to enhance accessibility, new seating, adding a permanent restroom structure, lighting, and improving the existing playground by adding new equipment and accessible surfacing.

Due to budget constraints, the City is opting to implement these improvements in a series of phases. MSA broke the project into five phases and facilitated public engagement through a Story Map that provided a breakdown of each phase and the associated improvements with estimated costs. After moving through each phase of the park improvements residents could rank the phases in their preferred prioritization order, giving the council an idea of what the community wanted prior to forward movement on any updates.



Building a Better World
for All of Us®

December 14, 2023

RE: City of New Prague, Minnesota
POPS City Center Site
Small Area Plan Study
Letter Agreement
SEH P# 176152

Ken Ondich
Planning/Community Development Director
City of New Prague
118 Central Ave. N
New Prague, MN 56071

Dear Ken:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to assist the City of New Prague (City) with your proposed Praha Outdoor Performance Stage (POPS) project. We understand the proposed POPS facility is to include a bandshell/outdoor performance stage and is a collaborative project between the New Prague Area Arts Council, POPS Committee and the City of New Prague. New Prague City Council and the Park Board are supportive of this project. While the project will be developed through private fundraising efforts, the preferred City Center Site under consideration is mostly on City owned property. SEH will evaluate this one chosen site as with the proposed features presented in the Site Feasibility Study, July 2023, in the creation of a Small Area Plan outlined below. SEH will provide the services identified below in accordance with our Agreement for Professional Engineering Services dated May 8, 2009, herein called the Agreement.

PROJECT UNDERSTANDING

The City is seeking a qualified consultant to create a small area plan for the POPS city owned City Center Site, known as the old mill pond/creamery site situated on the west end of downtown New Prague at the intersection of 2nd Street and 2nd Avenue. Our work on this proposed study will be coordinated with various City groups and stakeholders under direction provided from the Community Development Director.

A critical component to a successful project is a qualified team that can efficiently deliver the necessary scope of work using technically sound solutions and an eye for cost-effectiveness and constructability. SEH has a long successful history working with the City and is excited to serve as your partner to deliver this small area plan study for you.

The proposed small area plan study will build upon the concept plan for a stormwater pond for this site previously developed by SEH. We will test-fit and evaluate if the proposed POPS facility can be accommodated on the City Center Site along with the pond and possibly another building (potentially a new City Hall location or multifamily housing).

PROPOSED SCOPE OF WORK

Please refer to the attached Task Hour Budget for anticipated scope of work that essentially includes:

Task 1: Project Management, Initiation and Kickoff

1. Kickoff Meeting with City staff to discuss confirm project goals, objectives, schedule budget and confirming roles and responsibilities of both SEH and the City. Discussion will include anticipated overarching POPS goals and objectives, potential future maintenance practices, safety issues, adjacent business and/or residential neighbors needs/expectations, stormwater management goals, coordination and communication with the New Prague Area Arts Council and/or POPS Committee, and any overall public expectations. We will define and discuss the small area plan study goals and objectives.

Task 2: Information Gathering

1. Gather site and neighborhood context information and generate site inventory for in-place utilities, vegetation, sewer/water systems, edge of sidewalks, curb & gutter, fencing, handicapped accessible parking, parallel street parking, etc.
2. Base map generation using the survey information previously gathered for the Main Street reconstruction project and any other known existing information sources.

Task 3: Site/Context Evaluation and Concept Development

1. Establish Site Program for use of project space and layout in conformance with Site Feasibility Study, and current City design standards and aesthetic guidelines.
2. Establish Design Principles for City Center Site, including consideration for durability, sustainability, maintenance, design flexibility, human-appropriate scale, and potential future phase(s) and staging.
3. Develop up to two (2) Preliminary Concepts and rendered colored plan, including proposed site features, building massing, performance stage and seating layout, on-site parking, city street parking, hardscape, landscaping, furnishings and site amenities.
4. Develop preliminary grading study to determine fit of proposed features with stormwater pond. Update pond grading and sizing.
5. Meet with City staff and POPS Stakeholder Group to review all work performed to date.
6. Based on review meeting comments and directions provided by City and POPS stakeholders, modify Preliminary Concept into one (1) Final Design Concept and supporting written narrative.
7. Create Opinion of Probable Cost.
8. As directed by City staff, present the Final Design Concept and supporting information to City Council, POPS Stakeholder Group and/or other stakeholders as designated by the City.

SEH ASSUMPTIONS

1. SEH does possess a full-range of professional and technical staff and can deliver additional services and items not identified above. Additional services can be estimated and added upon mutual agreement with the City.

2. Any public engagement and public outreach tasks, such as Open Houses, website notices, contact with adjacent property owners, etc., will be coordinated and led by the City with support from SEH.
3. No permitting related to County, State or Federal requirements is expected or will otherwise be performed by the City.

ANTICIPATED PROJECT/ PRODUCTION SCHEDULE

We have developed an anticipated production schedule as shown below. Work as outline herein to be completed by June 1, 2024 closeout. Proposed milestone dates are:

- Start of Work: January 15, 2024.
- Task 1 Project Initiation and Kickoff Meeting complete by: February 1, 2024
- Task 2 Information Gathering complete by: March 1, 2024.
- Task 3 Site and Context Evaluation complete by: April 1, 2024

COST

We anticipate the cost for the above services to be a not-to-exceed fee of \$35,950, including expenses. This amount is detailed in the attached Task Hour Budget (THB) and includes reimbursable expenses as shown. We will bill the City monthly for reimbursable expenses and on an hourly basis for labor.

PROJECT TEAM

The following SEH staff are expected to participate with this work:

Name	Project Role
Chris Knutson, PE (MN)	Client Service Manager
Karyn Luger, PLA (MN, WI, NE), ASLA	Lead Landscape Architect
Virginia (Ginny) Torzewski, Graduate Landscape Architect	CAD & Project Support
Karl Weissenborn, PLA (MN, IA, KS, MI, ND, SD), ASLA	Project Manager, Quality Assurance/ Quality Control

1. Karl Weissenborn will be the Project Manager and will lead the team throughout the process. Karl will be responsible for delivering the project, applying his over 30 years of experience of delivering similar infrastructure projects to successfully complete this work on-time and on-budget.
2. Karyn Luger will be the Lead Project Landscape Architect and will develop and deliver the project design. Karyn has over 20 years of working on landscape architecture design projects, including many similar small park projects.
3. Chris Knutson will provide high-level direction and oversight based on his familiarity with the City and delivering many successful projects.
4. The support team will include Ginny Torzewski for landscape architecture CAD graphics and design support.

We thank you for choosing SEH to deliver these services and we expect to deliver them to your complete satisfaction. Please contact Karl or Chris if you have any questions about the content of our proposal or SEH's qualifications to successfully complete this project for you. Thank you again for the opportunity to submit this proposal and we look forward to work on another project in the City of New Prague!

SHORT ELLIOTT HENDRICKSON INC.



Karl Weissenborn, PLA (MN), ASLA
Project Manager
kweissenborn@sehinc.com



Chris Knutson, PE (MN)
Client Service Manager
cknutson@sehinc.com

Enclosures: Task Hour Budget estimate



Project Name: POPS City Center Site Small Area Plan Study

Client: City of New Prague

SEH Project #

Date: December 14, 2023

Prepared by: Karl Weissenborn

Prepared Date: December 14, 2023

Reviewed By: Chris Knutson

Reviewed Date: December 14, 2023

Billing Title		CSM	PM	LA	Sr Tech	Accounting Rep	Admin Tech	Subconsultant & Expenses	Total
Employee Name		Knutson	Weissenborn	Luger	Torzewski	Knutson	Anderson		
Task #1 - Project Management, Initiation and Kickoff									
1.1	Project Management, Client Communications & Invoicing	2	8			4			14
1.2	Kickoff Meeting	2	2	2					6
	Task Hours Summary	4	10	2		4		N/A	20
	Task Fee Summary	\$783.64	\$2,017.93	\$284.64		\$448.37		\$56.00	\$3,600.00
Task #2 - Information Gathering									
2.1	Gather site and neighborhood info			8	16				24
2.2	Base map generation & graphics			8	16				24
	Task Hours Summary			16	32			N/A	48
	Task Fee Summary			\$2,277.08	\$3,263.52			\$112.00	\$5,660.00
Task #3 - Site/Concept Evalaution and Concept Development									
3.1	Establish Site Program			4					4
3.2	Establish Design Principles			4					4
3.3	Preliminary Concepts		8	40	24				72
3.4	Preliminary Grading Study			16	8				24
3.5	Stakeholder Meeting	2	2						4
3.6	Final Concept	2	8	40	24				74
3.7	Preliminary Opinion of Probable Cost	2		4					6
3.8	Stakeholder or Council Presentation	2	2						4
	Subtotal Hours	8	20	108	56			N/A	192
	Subtotal Fees	\$1,567.28	\$4,035.85	\$15,370.29	\$5,711.16				\$26,690.00
Project Summary									
	Project Hours Summary	12	30	126	88	4		N/A	260
	Project Fee Summary	\$2,350.92	\$6,053.78	\$17,932.01	\$8,974.68	\$448.37		\$168.00	\$35,950.00

Letter from Joe Barten dated 12/14/23

City Council Members,

At the November Park Board meeting, there was discussion on the POPS facility and I wanted to provide a little more background on my personal thoughts and experience as it relates to the POPS facility. I have been involved in the Park Board for a number of years and have been involved in the POPS site selection committee throughout the process.

I noted in the November Park Board meeting that I thought the POPS site selection report from Bolton & Menk was quite thorough, I appreciated the outside perspective from Bolton & Menk (B&M) staff, and noted that I think both Memorial Park and City Center were tied in my mind for the top potential sites. It is worth noting that in the outside perspective (which is something we valued and intentionally sought out) the report ranked Memorial Park first, and that the POPS committee and Park Board accepted that report as completed by the consultant.

In that meeting, I suggested to the Park Board that we ask B&M to provide an updated concept plan for Memorial Park that provides a tree centric or tree preservation minded plan. This is because when B&M staff did their concept plans for Memorial Park, they did not have a tree survey (it was in progress at this time) in front of them, so their concept didn't fully account for different value species and tree location/avoidance. The report instead shows a concept that is more or less "plopped" onto the site, not considering individual trees or tree species. B&M was willing to do an amended concept for a few thousand dollars. I thought this would help alleviate some concerns for potential tree damage/impacts/removal in Memorial Park and show that a POPS facility could fit in the park with quite limited tree removal, damage, and impact. Ultimately the other Park Board members didn't think this was necessary. This could still be pursued, should the Council see merit in doing so. My belief is that a POPS facility, when carefully designed, planned, and constructed, could have minimal impacts to the oak and other high value trees in Memorial park that will remain after ash tree removal. It could also take advantage of the beautiful existing topography and shade of the trees there for performances. I also think that considerations for parking and competing adjacent uses can be accounted for with careful design and planning of a POPS facility at Memorial Park.

I would like to note that I can confidently speak on these topics of planning, design, and tree preservation from my education and work experience. I have a Bachelors from the University of MN Twin Cities in Environmental Design. This degree focused on landscape design and urban planning, with the environment as a primary focus. I worked under the U of M Campus Landscape Architect for multiple years and helped manage construction projects all around the historic Minneapolis and St. Paul campus, where a high value is put on the trees around the campus which are intermixed among the buildings and grounds, which are constantly under construction and where, with careful planning, these old historic trees were preserved and protected. There is certainly the potential for damage to trees from construction. There are also many ways that trees can be protected when in close proximity to construction sites. These include careful design up front to avoid certain trees in the first place, limiting traffic with durable and visible fencing, clear and limited access routes, monitoring and repercussions for contractor damage or impacts outside of approved access areas, root cutting, placement of mulch temporarily to limit compaction around trees if equipment traffic is necessary, and other measures. I have since spent my career working in water and natural resources management, with trees and native plants a focus of my day to day work. I now work for the Dakota County Soil and Water Conservation District and manage large scale redevelopment or conservation projects on Dakota County properties. In this role, I have been involved in projects where we have successfully planned for and protected large old oak trees with significant construction activity around them on multiple occasions.

During the November Park Board meeting, someone asked for a ranking on the sites by Park Board members. I indicated that I rank both Memorial Park and City Center/Central Park as tied for the top sites. The rest of the Park Board members ranked City Center/Central Park as their preferred site. I like to give that clarity as I wouldn't consider that to be 100% consensus that City Center/Central Park is the only

preferred site from all Park Board members. A side note; I personally think considering calling this area Central Park is an important distinction. Given the size of the property, it could be quite the parkland amenity for the City, with various uses from parkland, to stormwater management, to housing, business, POPS, and more. Putting a higher emphasis on parkland in that site could also provide a lacking amenity for that part of the City.

The Park Board then moved the request for further study of the site to the City Council and offered dedicated funding from the Park Board. The idea is that having a more holistic master plan of the City Center/Central Park site can inform how POPS could fit into the property. Additionally, having concept master plans for this area is a first step that would allow for visioning of all of the possibilities for the site, including POPS. It will also provide the framework for discussion on realistic timelines for redevelopment of the entire City Center/Central Park site. The timeline for site development is a large consideration given that the POPS committee does not want to wait years for this to happen, especially since they have made great headway on fundraising and deserve a timely response for their efforts. Clarity should be borne from concept plans on what can be done there, when various aspects can be re-developed/constructed, and whether or not that fits with a POPS facility's timelines. I think that the POPS facility could be a wonderful catalyst both time-wise and funding-wise for improving and developing this site, to spur and move forward planning.

Ultimately, I think Memorial Park is a good option that could be pursued more immediately. I also think the City Center/Central Park site is a good option but it comes down to whether there is the potential and will from the Council to pursue redevelopment of the rest of the site on a reasonable timeline to fit with the POPS facility timeline and not leave that facility on a gravel island for years to come. The decision to move forward with choosing a site for the POPS facility lies with the Council; with input from the POPS committee, Park Board, and residents as guides. I hope this additional information aids in that decision.

Respectfully,

Joe Barten
Chair, Park Board & POPS Site Selection Committee Member



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: POPS FACILITY
DATE: JANUARY 11, 2024

Back in November 2023, a group known as the POPS Committee (Praha Outdoor Performance Stage) came before the City Council to share a study it had done and to request use of a City park to build an outdoor performance stage for use by the community. I have attached that shared study again for your review along with the memo from Ken Ondich outlining the Park Boards stance. The request was also that the City would take over ownership and maintenance of the facility in perpetuity. No decisions were made on the facility that evening.

It has now been almost two months since the initial request, and it is my recommendation that the City Council provide a decision to the POPS Committee in one manner or another. If the City Council is alright with the facility being built on City property and is willing to take on maintenance of the facility in perpetuity, then I believe it should share that with the Committee so that they are able to continue fundraising efforts and moving it forward. If it is not, that decision should also be conveyed so that the POPS Committee is able to act accordingly.

Regarding the question of where the facility would fit best, it would be my recommendation to either place the facility at Memorial Park or at Sliding Hill Skate Park. While the lot known as City Center would have some advantages, namely its location to downtown, I believe the future value of the land, as well as the uncertainty as to what may happen to the land in the future, means that the other two locations far outweigh that site.

Reading through the study that was provided, I believe that Sliding Hill Skate Park is the best location. Many of the scoring areas where the site does not score as well could be directly linked to the fact that the Park is currently on the edge of town, though this will likely not always be the case. With the most distance from existing homes and the fact that Memorial Park has a number of existing facilities already, in my opinion Sliding Hill Skate Park would be the top Park to place the facility in. The Park is the most blank slate that could allow for a facility and future park development. Memorial Park would be second as it does have many amenities already and a good location for distance to other City attractions. As the study mentions, there are many mature trees in Memorial Park but many of them will need to come down. Strategic placement and then plantings would help to minimize impact and mitigate impact from what needed to be taken down.

I also believe the City should take on the maintenance of the facility. Yes, it would add another facility the City would be responsible for. Yes, there would be future costs, from time and supplies to possibly additional staff members. Until the final project is finished, the exact costs of future maintenance are tough to gauge. That being said, like other amenities such as the baseball stadium, aquatic center, and growing trail network, I believe that cities should provide a place for community arts to take place. With the POPS group taking a large part in fundraising for the project, it is my opinion that the City should not pass on this opportunity.

Recommendation

I recommend the City Council accept the POPS Committee donation to build an outdoor performance stage in Sliding Hill Skate Park, working hand in hand with the POPS Committee to design the facility. I also recommend the City Council accept responsibility for future ownership and maintenance in perpetuity.



PRAHA OUTDOOR
PERFORMANCE STAGE

Nov. 20, 2023

TO: New Prague City Council/Staff

FM: Praha Outdoor Performance Stage (POPS) Committee

CC: Jonathan Nelsen (Bolton & Menk)

RE: Update on 2023 POPS Progress

Good day. In preface to the POPS presentation Nov. 20 at the New Prague City Council meeting, following is a brief update on our progress during 2023. The POPS Committee is a group of about 20 community/business/school/service organization leaders organized to raise money PRIVATELY to build an outdoor performance facility. The committee is operated through a new non-profit created almost a year ago – The Forward New Prague Foundation. It is a 501c3 tax-exempt organization. Officers are Den Gardner, chair; Karen Steinhoff, vice-chair; Bruce Wolf, treasurer.

Following is a summary update:

- Three-year pledges (to be paid between 2023 and the end of 2025) have reached approximately \$790,000 in year one, which began in earnest late 2022. The goal is to raise \$1 million by the end of 2025 (or sooner). The fundraising goal for 2023 was \$500,000. It is clear that the community desires a facility like this.
- There are more than 20+ athletic facilities/fields in this community that are in some way publicly supported. There aren't any for the fine arts in New Prague. The POPS Committee believes this should be a high priority for families throughout the New Prague area.
- Donations are being received or will be received by the end of 2025. Some donors are donating each of three years – 2023 through 2025. Some have already provided their donation and others are waiting until 2025 to provide their funding.
- **Our mission is: "To build a multi-purpose outdoor performance facility to celebrate the arts and other community gatherings from music to theatre to dance to visual arts and much more."** This would include family movie nights (with a large screen, complete with popcorn)!

Page 2 POPS Summary for City Council/Staff

- In working with city staff the past year, the three sites the city suggests it would provide are:
 - Memorial Park (by the volleyball courts)
 - City Center (old mill pond/creamery site)
 - Sliding Hill Skate Park (not to interfere with the current sliding hill)
- Bolton & Menk has completed a study/report on the three sites and Jonathan Nelsen of Bolton & Menk will present the findings to the council at the Nov. 20 meeting. As you know, the New Prague Park Board has submitted that study to you. It recommended City Center as its preferred location and allocation of some funding to further study this area. The Bolton & Menk study ranked Memorial Park the highest in its selected list of criteria used for its evaluation. And the majority of the POPS Leadership Team preferred the Memorial Park location. Both the City Center and Sliding Hill Skate Park did have some support as the number one choice.
- Based on our 18 months of research with other venues in various cities, it appears approximately one-half acre is needed for the facility and seating for 500 people, with the ability to expand, is recommended by the POPS Committee.
- With the success of fundraising thus far, it is estimated that **construction could begin as early as the spring of 2025 if all the appropriate decisions are made.** We are hopeful the city council can give us some indication about its timeline to make a decision. If we are as successful in raising funds in 2024 as 2023, it is likely we will be near 90% of our goal by the end of 2024. We do NOT want to lose the momentum we have for our project.
- It is also important to note from our research of other facilities of this type that the \$1 million goal to build POPS does NOT factor in items that may be provided for the building on a pro bono basis (e.g., excavation, discounted pricing on materials, significant discount on labor charges, etc.) This likely will reduce the cost of the facility.
- We also recognize these are uncharted waters with the private/public informal partnership. We know decisions need to be made regarding how the bidding process will be determined, what needs to be done collaboratively to understand each of our roles.
- We have been asked many times about possible grants. We have one grant thus far from the Mayo Foundation. It has been suggested to us that grants may be available AFTER we select a location. Since the three locations are in both Scott and LeSueur counties, we are holding off on additional grant applications.

The POPS Committee is using a four-step process in being successful:

- PASSION to convince people of the importance of this effort for the community overall,
- DEDICATION to meet the needs of New Prague families for decades to come,
- DILIGENCE to untiringly pursue every avenue to meet our goals, and
- PERSISTENCE as we encourage all community leaders to step up and support POPS!

More than 60+ individual businesses/families/individuals, service organizations and others have supported POPS thus far. Our theme of "It's Time!" has resonated with the community. Together, we can accomplish anything. We hope you share our enthusiasm for uniting with us to make our community even better for our families.

The End



A sampling of donations thus far (Nov. 3, 2023 -- \$5,000+/V9):

- \$100,000 Pledged (Den & Sandy Gardner/Gardner & Gardner Communications)
- \$99,999 (The Broz/Chris & Nichole Davis Family)
- \$75,000 Pledged (Minnwest Bank--New Prague)
- \$75,000 Pledged (Mike/Kay Wilcox)
- \$50,000 Pledged (Brusseu Investments/Lisa and Shannon Brusseu)
- \$50,000 Pledged (CHART)
- \$30,000 Pledged (Dan/Dara Bishop/Wells Fargo Advisors)
- \$30,000 Pledged (Palmer/Susan Welcome)* Palmer Welcome Auto – incl. raffle tax sales – see below)
- \$25,000 Pledged (New Prague Chamber)
- \$25,000 Pledged (New Prague Fire Relief Association)
- \$25,000 Pledged (Brad/Kytyn Schoenbauer)
- \$25,000 Pledged (Dr. Jon/Kate Colling)
- \$22,500 Pledged (Scott Equipment Company)
- \$15,000 Pledged (Bevcomm)
- \$15,000 Pledged (Dr. Steve Kivi)
- \$12,000 Pledged (New Prague Rotary) + national Rotary grant TBD
- \$10,000 Pledged (Jerry/Mary Walerius)
- \$10,000 Pledged (Pat/Margaret Sullivan)
- \$7,500 Pledged (Tupy Insurance)
- \$6,615 Secured (2023 Silent Auction Net Revenue)
- \$5,125 Pledged (Bruce/Becky Wolf)
- \$5,000 Pledged (New Prague Park Board)
- \$5,000 Pledged (Tom/Megan Vanasek)
- \$5,000 Pledged (Choate and Company – McDonald's/New Prague)
- \$5,000 Pledged (State Farm Insurance/Molly McGillen)
- \$5,000 Pledged (Matt and Maggie Goldade)
- \$5,000 Pledged (Mayo Foundation)
- \$46,050 Pledged (100 FOR 100K contributors/other donations, t-shirt sales) – 38 groups
- Media packages for space ad and radio spots with NP Times and KCHK Radio -- \$5,000
- Eric Brever – pro bono legal time for POPS/Forward New Prague Foundation -- \$5,000

TOTAL -- \$789,790 Minus \$5,500 = **net donations of \$783,810.****

*SUV Value = \$20,000 donation, plus \$10,000 cash from Palmer/Susan Welcome. Actual raffle tickets sold = \$14,500. Need to subtract \$20,000 - \$14,500 = \$5,500 short of value of donation. Need to subtract that from \$784,790 for net donations.

**Total amount does NOT include value of media packages and attorney pro bono fees. Also does not include other pro bono offerings, including excavation and utilities work during project execution.

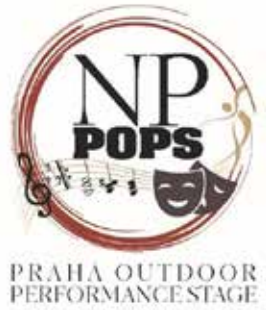
COMPANIES TO-BE-DETERMINED

- Ameriprise – Kyle Kuehner
- CSSW – Chris Clausen
- ACE Hardware – Donnie Simon, etc.
- First Bank & Trust—Eric Krogman
- Marv Deutsch Construction – pro bono excavation
- NP Municipal Utilities – pro bono utilities time. Dan Bishop, Chair
- Tim and Jane Dittberner

PRAHA OUTDOOR PERFORMANCE STAGE SITE FEASIBILITY STUDY



NEW PRAGUE AREA
ARTS COUNCIL



ACKNOWLEDGMENTS

IN COLLABORATION WITH:

The New Prague Area Arts Council, POPS Location Feasibility/Design Sub-Committee, and the City of New Prague

SPECIAL THANKS TO:

The community participants who provided feedback to help define the final recommendations for this document.

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Kyra Chapman-Planner

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Shawn Ryan-Vice President
Maggie Bass-Council Member
Rik Seiler-Council Member
Bruce Wolf-Council Member

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PREPARED FOR:

New Prague Area Arts Council/
Forward New Prague Foundation
City of New Prague

PREPARED BY:

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POPS LEADERSHIP TEAM:

Den Gardner (Chair)
Karen Steinhoff (Vice Chair)
Bruce Wolf (Treasurer)
Sandi Loxton (Secretary)
Steve Frost
Andy Beckius
Jon Colling
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Jason Femrite, PE - Principal in Charge
Jim Harbaugh, PLA - Principal Landscape Architect
Jonathan Nelsen, PLA - Landscape Architect
Kendell Hillis - GIS Specialist

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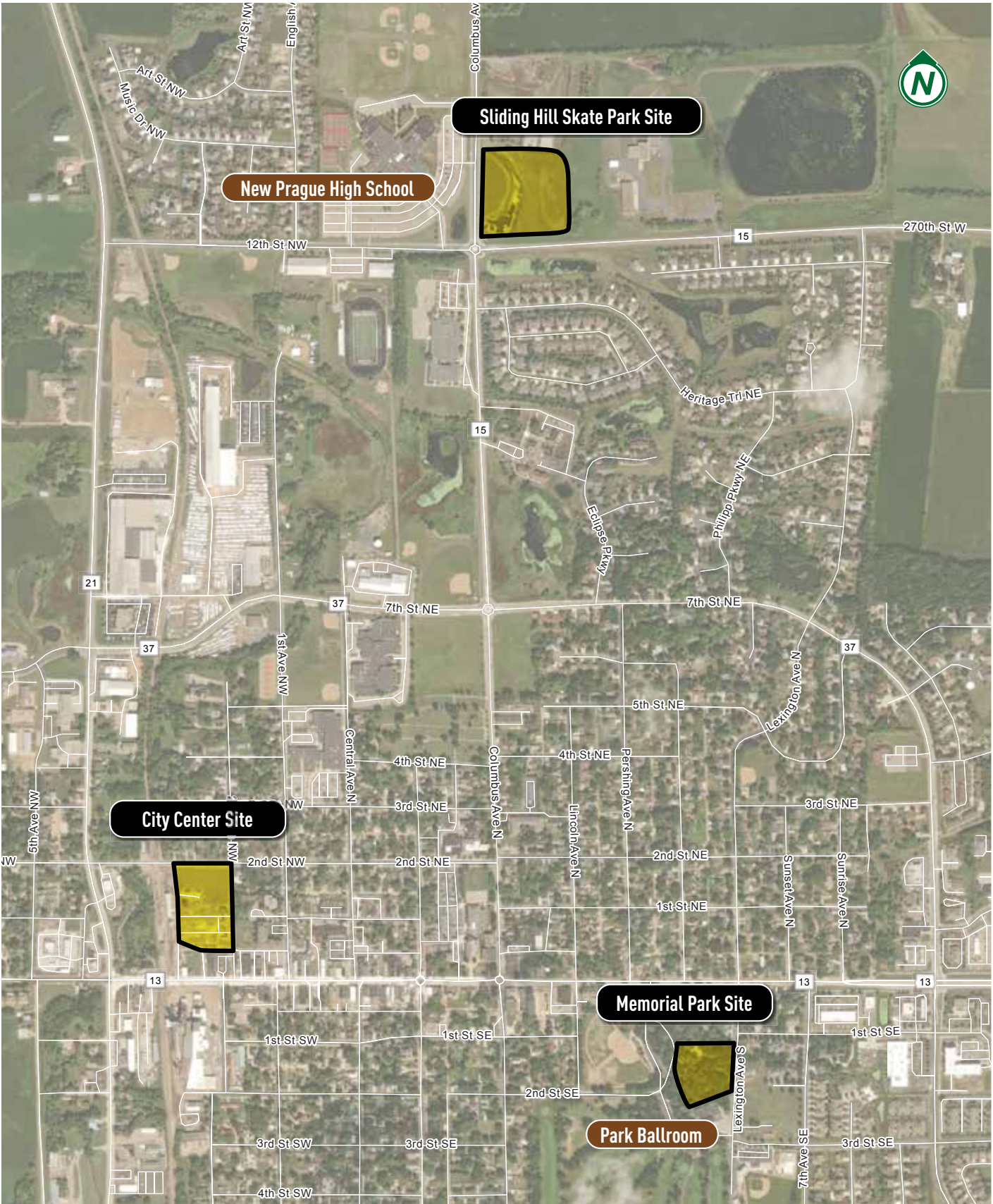
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Location Map: Three potential POPS facility sites and their respective locations in the community.

01 INTRODUCTION & BACKGROUND

Introduction

Amphitheaters and performance spaces, like other park and civic infrastructure projects, have the ability to add new dimensions to our communities, and bring people of all ages and backgrounds together for entertainment, recreation, and general interaction. With the POPS project, the New Prague Area Arts Council, in conjunction with the city of New Prague, aims to fill this void in the city's park offerings, and ultimately define the location, and type of facility that should be constructed in the community.

New Prague is a community of approximately 8,500 residents, situated in both Scott and Le Sueur counties, southwest of the Minneapolis-St. Paul metropolitan area. The city has a robust park system, a vibrant arts community, and continues to see growth and demand for new amenities.

Throughout the history of New Prague, the idea of an amphitheater or performance space has been hinted at, including a 1901 New Prague Times article that stated "There seems to be now a general movement among some of our best citizens that New Prague is large enough to own a park. We would like to see our people select a nice plat of ground where some nice shade trees could be planted and then have a place where people could congregate on hot evenings and Sunday. We could also have a nice bandstand in the center and our band boys could occasionally give us a toon." Additionally, a 2004 Memorial Park master plan included a bandshell, though the project ultimately went to referendum and did not move forward.

Background

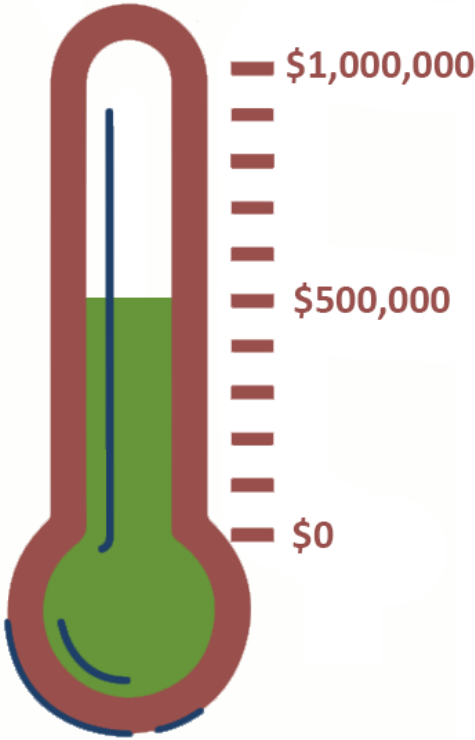
The Praha Outdoor Performance Stage (POPS) Committee, in conjunction with the City of New Prague, have been actively working to fundraise, identify a site, and facilitate construction of a performance facility to serve the community since April of 2022. With the mission "to build a multi-purpose outdoor performance facility to celebrate the arts and other community gatherings – from music to theatre to dance to visual arts and much more," the group aims to fill a gap in the city's parks and events offerings. According to the committee, primary reasons for undertaking this effort include but are not limited to:

- To complete a long-standing need of New Prague to provide this type of venue for community use. Creating outdoor arts events in New Prague with a tent/canopy is not a long-term solution.
- To collaborate with the city, school, community organizations, other community leaders and arts' groups to build a venue the community can be proud of; and to show the importance of meeting the needs of the community together.
- To provide a venue for family entertainment throughout the year.
- To create a facility that is a showcase for the southwest metro area that shines a positive light on the City of New Prague.

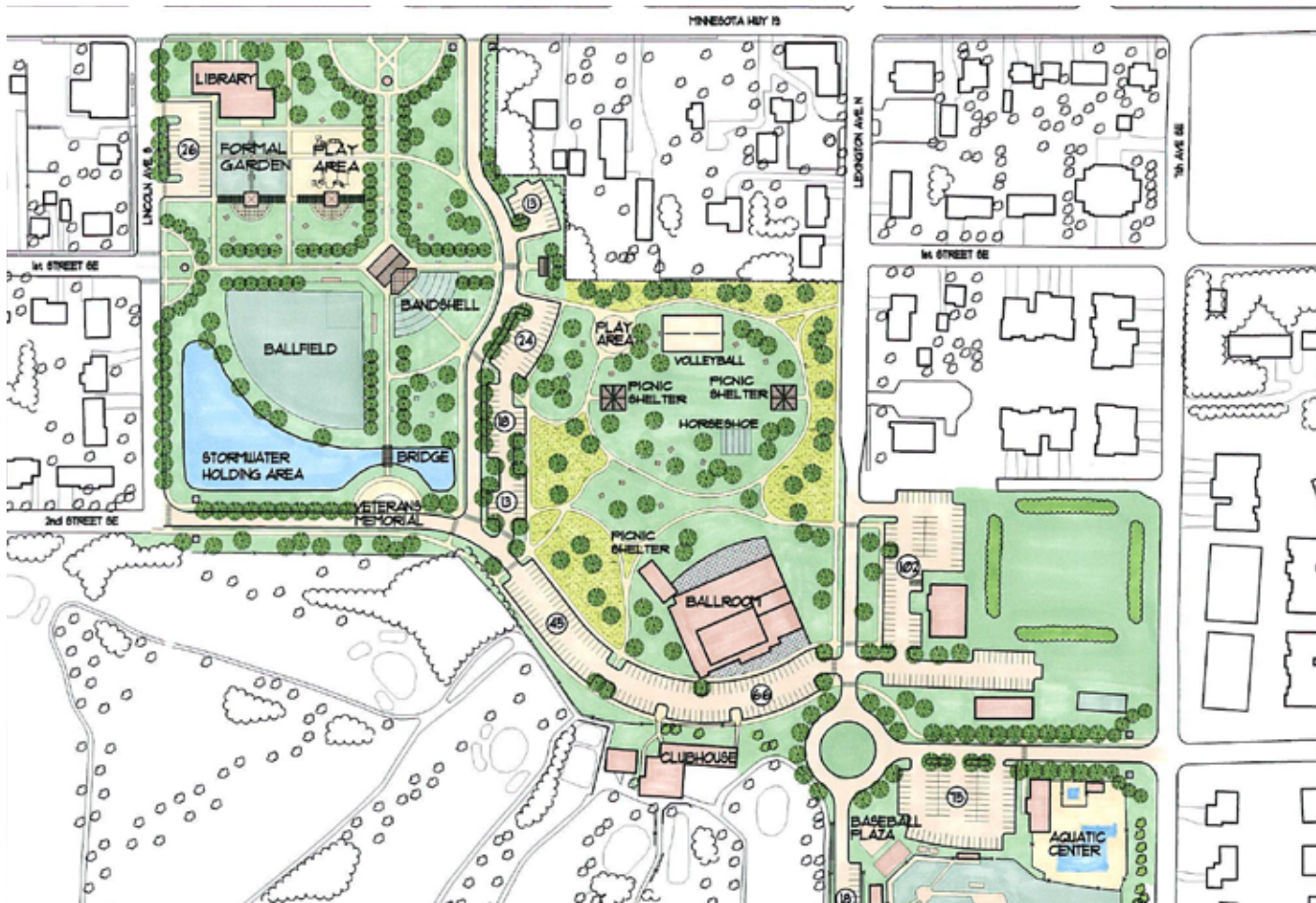
To date, the organization has successfully established an active committee, coordinated with City staff to identify potential sites, and initiated a fundraising campaign that has generated in excess of \$500,000 toward an ultimate goal of \$1,000,000+.

In addition to this work, the community associated POPS Location/Feasibility/Design Subcommittee have studied and completed initial evaluation of the three sites under consideration. The results of this initial analysis will be included in the findings section of this report, along with additional analysis work completed by the subcommittee and Bolton & Menk.

In 2023, Bolton & Menk was selected through a competitive RFP process to assist the POPS subcommittee with the site analysis and selection process. The goal of this process is to provide a comprehensive review of the three sites under consideration, develop scoring criteria for the selection, and ultimately provide a recommendation for adoption by the POPS Committee, City Council, the Park Board, and the community as a whole.



Fundraising mark as of July 2023.



Portion of Master Plan figure for Memorial Park completed in 2004 showing a proposed bandshell.

02 THE PROCESS

The site analysis/site selection process was developed to assist the POPS Committee, City and public in understanding issues and opportunities associated with facility development at each site and provide a method of comparison and ranking of the three sites. To aid in this process, several tasks were undertaken including:

- Project Kickoff Meeting
- Review of Existing Documentation
- Site Inventory/Field Review
- Site Selection Matrix
- Massing Studies/Site Concepts
- Preliminary Cost Estimation
- Preliminary Site Rankings

Each of these tasks are described in more detail within this section of the report.

Project Kickoff Meeting:

Held on Wednesday, March 29th, the kickoff meeting was an opportunity to assemble the committee, City representatives, and the consultant team to discuss project goals, objectives, key milestones, and outline the overall planning process.

Review of Existing Documentation:

As part of this project, several existing documents were reviewed to help inform the process. These documents, from previous POPS committee efforts and various development projects, included:

- Initial site analysis work completed by the Committee in 2022
- City Center Site Documentation including as-builts, site surveys, and potential site development concepts.
- Sliding Hill Skate Park site plans completed in 2006
- Memorial Park master plan from 1921, and revised master plan concept completed in 2004

01 PROJECT KICKOFF

02 REVIEW OF EXISTING INFO

03 SITE REVIEW

04 ANALYSIS & RECOMMENDATIONS

05 REVIEW & WRAP-UP

-Park Avenue Street & Utility Improvements from 2010.

-Park Ballroom Lease Agreement

Site Inventory/Field Review:

An initial site visit by members of the POPS committee, City staff, and the Bolton & Menk project team was conducted on Monday April 17th. The assembled group visited each of the three sites, starting at the Sliding Hill Skate Park site, followed by City Center (Central Park), and lastly Memorial Park.

At each location, the group discussed specific opportunities and constraints of each site, the general character and ambiance, utilities and infrastructure, and other items. A summary of the discussions and observations gathered during the site visit/inventory is included in the appendix of this report.

Site Selection Matrix:

Developed as an opportunity to gather feedback from committee members on the three sites under consideration, the site selection matrix included 11 categories. For each category and for all three sites, committee members were asked to provide general notes and assign a rank from 1-5.

Information collected through the Matrix exercise provided the consultant team

with a more thorough understanding of the committee's measure of suitability for site development based on key criteria. Rankings and feedback collected through this exercise are available in the appendix of this report.

Massing Studies/Site Concepts:

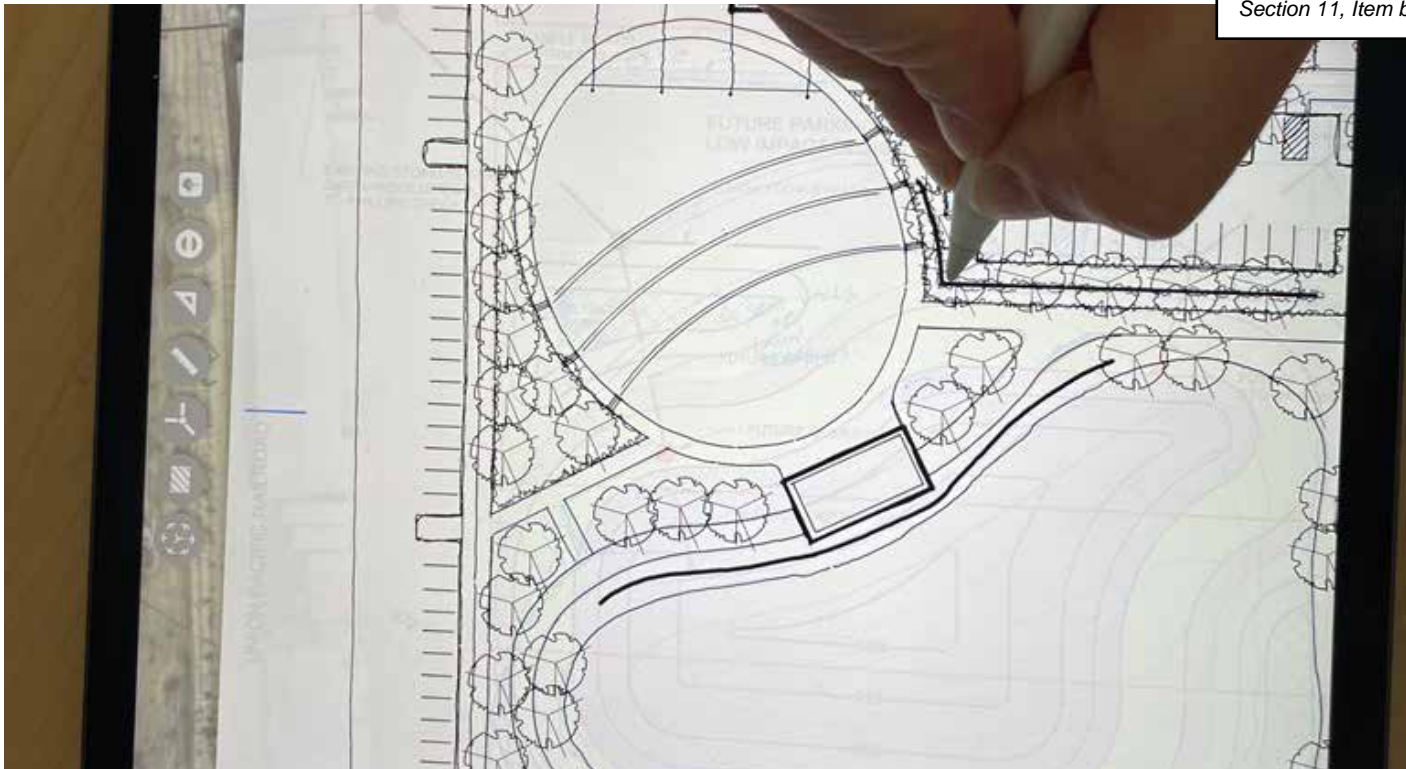
Bolton & Menk developed two unique site concept/massing diagrams for each of the three sites under consideration. These diagrams are conceptual in nature and are intended to provide a general understanding of potential site development configurations, and convey information including:

The type of facility possible within the defined site (i.e. flat lawn event space, terraced seating, combination of both, etc.)

Size/capacity of a potential facility. To



Site inventory/field review meeting held on-site April 17, 2023.



Massing Study/Site Concepts were generated for each site.

quantify capacity numbers, terraced or linear seating concepts utilized a measure of 2.5 linear feet per individual, and open lawn or hillside concepts utilized a measure of 20 square feet per individual.

Opportunities for site circulation, parking and access. Consideration was given to ensure any concepts could accommodate ADA access, circulate people throughout the space, and provide vehicular access to proximity of the stage for loading/unloading equipment and maintenance.

Opportunities for support facilities, multi-use spaces, etc.

Preliminary Cost Estimates:

For each of the three sites, a cost estimate was developed for one of the two generated site concept figures. These cost estimates are intended to provide planning level costs for budgetary and fundraising purposes. Site development costs were generated based on the best spatial

information available during the planning process (Generally the City's GIS).

Site Rankings:

Each of the three potential sites identified by the City and committee present unique opportunities and limitations to the development of the POPS facility. To assist in comparing the three sites, a series of scoring criteria were established to provide a consistent scoring measure. These measures take into account geographic, physical, economic, and aesthetic characteristics of the sites. Descriptions of these criteria are provided in this section, followed by a summary table showing the sites and their respective scoring. For more detailed information on each site and a discussion of their individual characteristics based on the criteria, refer to the Sites section of this report.



Site 1: Sliding Hill Skate Park



Site 2: City Center

03 THE SITES

The proposed POPS facility is a collaborative project between the New Prague Area Arts Council, POPS Committee and the City of New Prague. While the project will be developed through private fundraising efforts, the three sites under consideration are all on City owned property. Upon completion of construction, it is the intention that the City will also maintain the facility. The three sites under consideration include:

- Sliding Hill Skate Park Site
- City Center Site
- Memorial Park Site

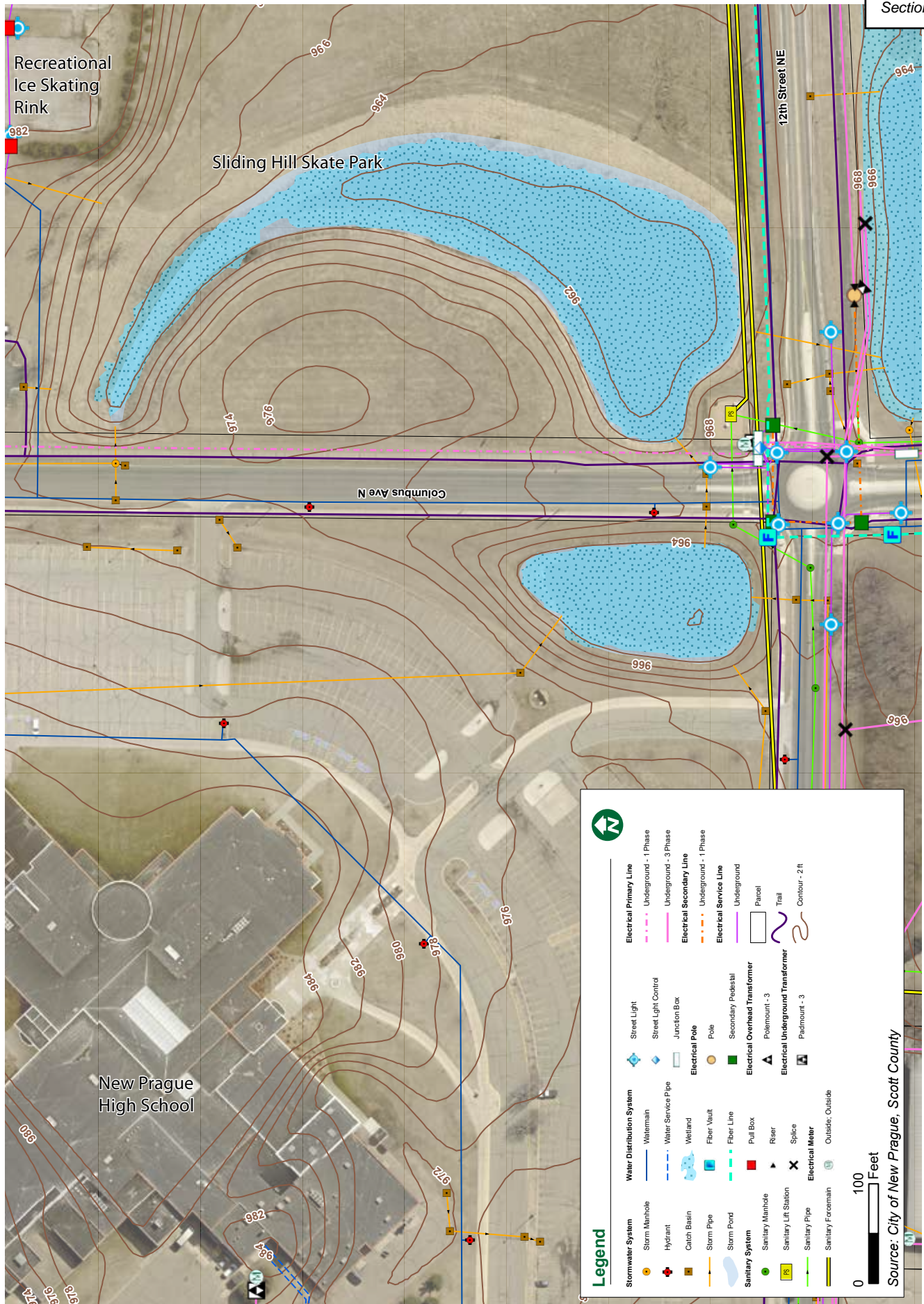
Each of these three sites offer unique challenges and opportunities related to

development, including varying topography, access to utilities, vegetative characteristics, surrounding land uses, among others. This section of the report provides a summary of each of the three sites under consideration, and their associated characteristics.

Section 6 (The Rankings) of this report provides a summary of the ranking criteria established to assist with prioritizing the sites for development. This section provides a discussion of each of the sites relative to each of these ranking criteria and provides a score for each from 1-5. These scores are further summarized in Section 6.



Site 3: Memorial Park



Site inventory map of Sliding Hill Skate Park site.

SLIDING HILL SKATE PARK

Property ID: PID #: 24.118.0010

Property Description:

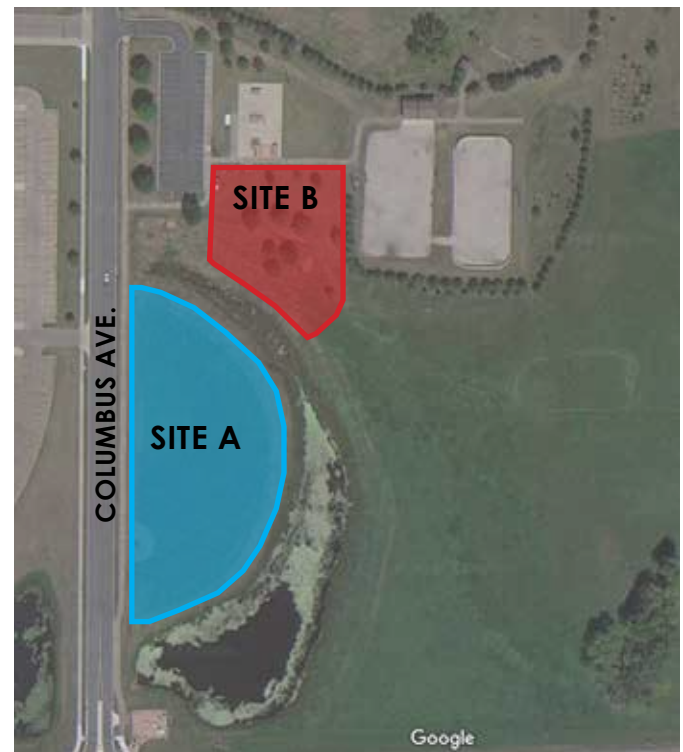
The Sliding Hill Skate Park at 1501 Columbus Avenue is situated on the northern edge of the city limits, directly across from New Prague High School. The park is incorporated into a city owned parcel of approximately 86 acres that includes the park and its amenities, and the city's water treatment plant and supporting infrastructure. In total, the parks uses, including unprogrammed open space, encompass approximately 20 acres of the parcel. Currently developed park amenities include the following:

- Recreational Ice Skating Rink
- Hockey Rink
- Warming House
- Sledding Hill
- Skatepark
- Parking Lot
- Archery Range
- Portable Toilet & Enclosure
- Trails

The site is quite expansive and largely exposed to the elements, lacking mature tree cover. Wind at this location during the site visit was strong. Wind in New Prague is predominantly from the south between May and November, when most programming of the facility would occur. The topography on the site is varying, and includes several flat terraced areas, a stormwater treatment facility, and a large hill utilized for sledding.

Generally, there are several locations within the park boundaries that would satisfy the space requirements of a performance stage. During the on-site visit, the two areas shown were identified for potential development of the project, including the flat lawn space to the west of the stormwater pond (adjacent to Columbus Avenue), and the lawn and

hillside in the vicinity of the skatepark, hockey rink, and stormwater pond. As a general rule, any development of the proposed performance stage project would not interfere with existing park uses including the sledding hill itself. Refer to section 05 of the report for additional information related to the concepts generated for the facility on the site.



Potential development areas

SITE RANKING CRITERIA SPECIFICS:

On-Site Parking (Overall Score: 3/5):

The Sliding Hill Skate Park currently includes an off-street parking lot with 41 parking stalls, including 1 ADA accessible stall. The lot is in close proximity to both of the potential development sites at the park identified for the performance stage facility. Given the size of the park, there is an opportunity to develop additional off-street parking in the future should the stage be located there. It's anticipated that based on the park's location in the community, parking would be important for the stage facility in this location. As such, additional on-site parking may be warranted

Off-Site Parking: (Overall Score: 5/5):

Currently on-street parking is not allowed along Columbus Avenue along the Sliding Hill skate Parks extents. The high school directly across the street does have ample parking during off-school hours to facilitate patrons attending events at a POPS facility, though an agreement would likely need to be formalized with POPS and the school to ensure allowable use. One consideration with use of the schools parking lots should be safe passage of pedestrians across Columbus Avenue, which may require construction of a pedestrian crossing facility or other safety accommodations during events.

Utilities (Overall Score: 4/5):

The Sliding Hill Skate Park site is well serviced by utilities necessary for the development of the performance stage. These needs would primarily be electrical and water. 1 Phase power, which is anticipated to meet any potential electrical needs related to the facility, is available via an underground line running along the east side of Columbus Avenue. 3 Phase power is also available in the proximity of the 12th Street/Columbus Avenue intersection.

If it is determined that water is needed on-site, a watermain currently runs along the west side of Columbus Avenue, and into the Sliding Hill Skate Park site south of the existing parking lot, extending to the ice rinks and to a fire hydrant.

It is anticipated that any stormwater infrastructure associated with the POPS facility at this location could utilize the existing pond as an outflow. BMP's such as bio retention basins could be incorporated into the overall design as well.

Currently, sanitary service is not available north of 12th Street along Columbus Avenue. It is not anticipated that the development of

the POPS facility would require permanent restroom facilities, nor is it the policy of the parks department to install new permanent restroom facilities in City parks.

Restroom Proximity (Overall Score: 2/5):

The sliding Hill Skate Park site currently includes one portable toilet in a fenced enclosure near the existing parking lot. As noted in the utility section, sanitary service is currently not available north of 12th Street, though at some point it may be extended to service future development.

Topography (Overall Score: 2/5):

The Sliding Hill Skate Park site's topography includes flat terraces, sloping hillsides, and constructed stormwater ponds. The top of the sledding hill, the highest point on site, is at elevation 1014. The lowest point on site in the graded pond area is 962, a total change of 52'.

As mentioned, two areas on site were identified for potential performance stage development. The first location, the lawn space along Columbus Avenue, is generally flat at an approximate elevation of 974. This area would have limited capacity to provide any sort of terracing, and would generally require a flat performance lawn type facility.

The second location, between the parking lot and stormwater pond, includes a flat lawn space at the top, and a sloping hillside with an overall elevation change of approximately 12'. This area would allow for development of a hardscape terraced seating area. Due to space constraints in the area, retaining walls and other infrastructure may be required.

Existing Vegetation (Overall Score: 3/5):

The site is generally clear of any vegetation conflicts, with both areas identified for

potential development being largely mown lawn, with some taller grasses. Tree plantings that have been completed on the site do not conflict with the proposed development locations. The native vegetation around the stormwater pond, in conjunction with the existing tree plantings provide a nice setting for the facility. Trees on site are generally small and will take time (~10 years) to mature to a size that provides a useful shade canopy. Similarly, any trees planted to mitigate wind, sound or sun will also take time to mature to a useful size.

Adjacent Land Use/Noise Conflicts (Overall Score: 4/5):

The Sliding Hill Skate Park is bounded to the north by undeveloped agricultural land, to the east by the City's water treatment plant, to the south by single family residential, and to the west by New Prague High School. Generally, these uses are compatible with

park development and use of the facility. The High School will typically not be in session during POPS usage. The land to the north may eventually be developed, so planning for a future facility should anticipate and be designed to mitigate impacts. The residential properties to the south are a fair distance away from identified sites for potential POPS development, and additional screening should be included.

Accessibility, Proximity and Community Context (Overall Score: 2/5):

The Sliding Hill Skate Park is situated on the northern edge of the community, which generally puts the location out of walkable (1/4 mile) range for many residents. As such, primary access for many patrons is vehicular (car). The City's greenway trail system includes portions of trail connection along Columbus Avenue, supporting some community access via off-street connections for bikes and



Location of Sliding Hill Skate Park site in relation to the community and supporting uses.

pedestrians. The greenway system is a work in progress, and does include gaps, which may limit some residents from an off street connection.

The proposed development sites within the Sliding Hill Skate Park site could both accommodate ADA access, through the construction of sidewalks, trails and ramps.

Proximity to Supporting Uses/Businesses (Overall Score: 1/5):

Generally, there are no businesses in the area of the Sliding Hill Skate Park to provide support to the venue. Complimentary businesses including convenience stores, restaurants, bars, grocery stores, etc. are all over 1 mile from the site, outside of a comfortable walking window, and largely requiring access from the site by vehicle.

Supporting Park Amenities (Overall Score: 2/5):

The park includes several existing amenities, but generally these facilities do not act in support of the performance stage use. The hockey and pleasure ice rinks, warming house and sledding hill are generally limited to winter use. The Archery range may pose a risk to concert goers, or likewise, children and patrons may pose a risk to range users. The skatepark may be useful to patrons of the performance stage, but proximity of the use to the proposed development locations on site may present challenges associated with noise. Generally, these facilities could see frequent use during the same time periods in the spring, summer and fall. The existing parking lot could be utilized by patrons attending the performance stage, but would limit use for users of other facilities, and the portable toilets as well, could be utilized by all park and performance stage users.

Size/Capacity (Overall Score: 5/5)

Section 11, Item b.

There are two areas identified for proposed development of the performance stage at the Sliding Hill Skate Park. The first, along Columbus Avenue, is approximately 1.5 acres in size, and offers ample space for a facility that supports the attendance capacity identified (Generally 500, but 1,000+ at times). The second, on the slope between the pond, skatepark and skating rink, is approximately 0.65 acres in size. Attendance numbers in this location are anticipated to be lower than the ideal size of 1,000 patrons. Due to the general size of the overall park, and ability of the site along Columbus Avenue to support large audiences, this site is well suited for the performance stage based on this criteria.



Skatepark



Sledding Hill



Archery Range



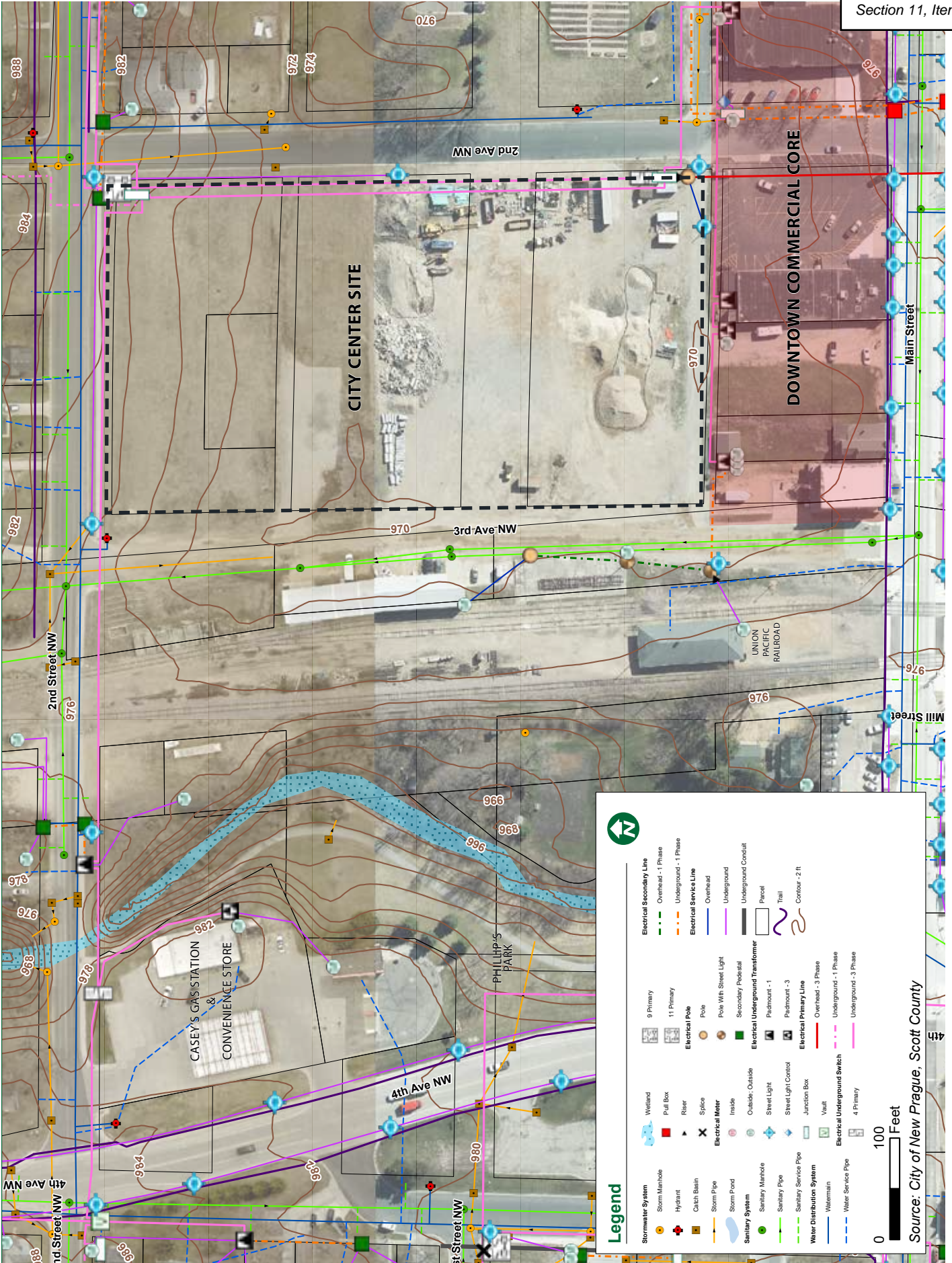
Hockey Rink/Pleasure Skating Rink



Warming House



Restroom Enclosure & Electrical Cabinets



Site inventory map of City Center site.

CITY CENTER SITE

Property ID: PID # 24.003.0300, 24.003.0290, 24.003.0210, 24.003.0310.

Property Description:

The City Center site is the old mill pond/creamery site situated on the west end of downtown New Prague at the intersection of 2nd Street and 2nd Avenue. The overall property is comprised of a conglomeration of City owned parcels totaling approximately 4.3 acres, which the City actively intends to redevelop. As such, any performance space would need to be carefully coordinated and likely constructed in conjunction with the overall development effort.

Preliminary concept plans for the site identify a mixed use building construction on the north portion of the site that would potentially include a new City Hall facility with high density residential use above, a large stormwater pond on the southern portion of the site, and greenspace between. Several parking lots are also identified in support of the proposed facilities. Based on a separately completed housing study, there is a need for high density residential development to support housing demand in the area, and this site could likely assist in fulfilling that need.

The City Center site is largely a blank slate. All prior structures constructed on site have been removed. A geotechnical review of the site has been conducted including soil borings. Based on this information, the northern half of the site is well suited for building development. The south portion of the site was historically a pond that was filled in, and fill material in this area is generally not conducive to building construction, or would require significant mitigation to support building construction.

SITE RANKING CRITERIA SPECIFICS:

On-Site Parking (Overall Score: 3/5):

The city center site is currently undeveloped, with portions used as a gravel parking lot. Depending on construction of the performance stage and overall development of the site, the gravel lot may be used temporarily for parking needs. A preliminary concept plan for the site includes several off-street parking lots that would accommodate approximately 100 vehicles. It is anticipated that these lots could be used for events at the POPS in the long term. While they may not meet all parking needs for the facility, they would offset any parking needs off site or on adjacent streets.

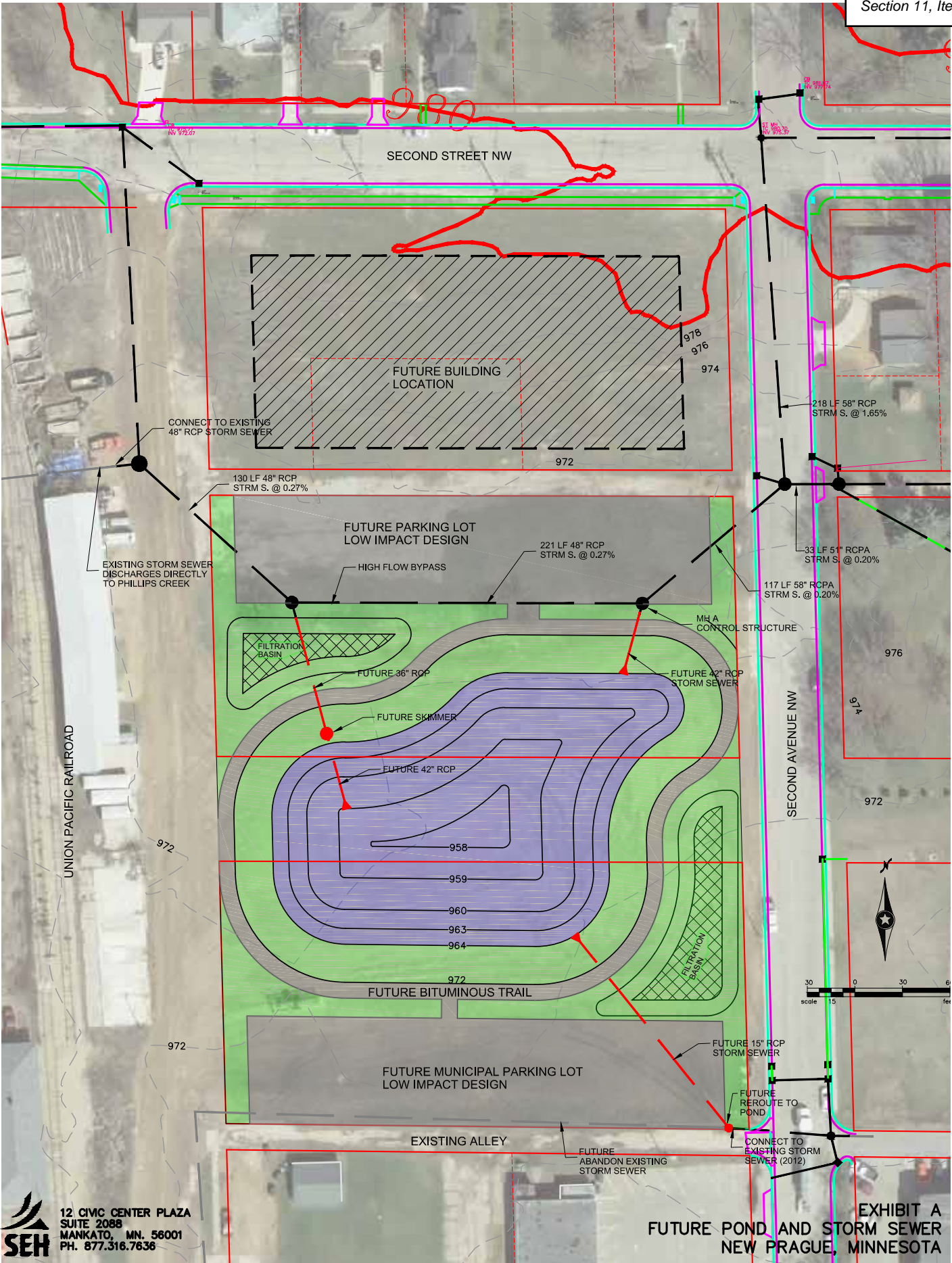
Off-Site Parking: (Overall Score: 1/5):


Off-site parking at the City Center facility is generally limited to on-street parking on adjacent roadways, including single family residential neighborhoods, and the City's downtown. Parking for events, especially in the downtown, may restrict parking for other patrons of businesses in the area, and is generally not desirable in residential areas. City staff have indicated that 2nd Street NW is a state aid route and on-street parking may be restricted along the City Center sites extents.

Utilities (Overall Score: 5/5):

The City Center site is well serviced by utilities necessary for the development of the performance stage and supporting facilities. Primary overhead 3 phase power currently extends to the SE corner of the site from the south, and underground 3 phase runs along the east and north extents of the site.

A watermain runs along 2nd Street NW on the north side of the site, with a hydrant situated in the northwest corner of the site.




 12 CIVIC CENTER PLAZA
 SUITE 2088
 MANKATO, MN. 56001
 PH. 877.316.7636

**EXHIBIT A
FUTURE POND AND STORM SEWER
NEW PRAGUE, MINNESOTA**

City Center site from previous development plans

While a permanent restroom facility is not anticipated on-site, sanitary sewer runs along the western edge of the site along 3rd Avenue NW.

Restroom Proximity (Overall Score: 1/5):

There are currently no permanent public restroom facilities in proximity of the City Center site. As such, patrons would need to utilize restroom facilities in private businesses, or portable toilets would need to be provided for events. It is possible that future development on the site could integrate a restroom facility that could be utilized by the public during events at the POPS facility, though this would need to be coordinated with the overall development project.

Topography (Overall Score: 2/5):

The City Center site is relatively flat, generally sloping from north to south from a high point in the northeast corner of approximately 980,

to a low point on the southern portion of approximately 970. This slope is generally conducive to the development of the performance stage facility, but that facility would ultimately need to be designed in conjunction with surrounding development. Based on previously completed analysis, the northern portion of the site where much of the topography occurs is the primary location identified for building development, largely eliminating potential for a terraced seating approach to the facility.

Existing Vegetation (Overall Score: 1/5):

The site is currently void of any vegetation beyond mown lawn. As such, tree removals or impacts to other ecosystems would largely not be impacted, though the site is generally not providing any benefits in this regard currently. Generally, tree plantings around the facility are beneficial to provide shade, mitigate sound, and provide visual buffers



Location of City Center (Central Park) site in relation to the community and supporting uses.

from surrounding areas. Trees planted as part of the project would likely take 10+ years to reach a functional size in this regard, so timing and overall functionality of landscaping should be considered.

Adjacent Land Use/Noise Conflicts (Overall Score: 2/5):

The City Center Site is bordered on the north by low density residential, the east by low density and high density residential, the south by commercial businesses along Main Street, and to the west by the railroad and associated uses. Generally, train traffic through the city is infrequent, but does occur, so consideration should be given to this possibility. Residential uses on the north and east should be considered and opportunities to mitigate noise pollution considered. Overall development on the site, and orientation of the facility are two factors that could assist in minimizing impacts to these surrounding residents.

Accessibility, Proximity and Community Context (Overall Score: 4/5):

The City Center site is situated centrally within the community, in close proximity to the City's downtown, several city parks, and a large number of residences. Access is available by car, bicycle, and on foot. A sidewalk is present along 2nd Street NW, connecting the site to the surrounding neighborhoods, and businesses. With the site's gentle slope and limited topography, ADA access would be easily achievable within the performance space and throughout the site with supporting trail and sidewalk networks.

Proximity to Supporting Uses/Businesses (Overall Score: 5/5):

The City Center site is well situated on the west end of downtown New Prague. This location would allow patrons to easily patronize local downtown businesses including shops, bars and restaurants. Caseys General Store is

within walking distance to the west, allowing people to easily get beverages and snacks for events as well.

Supporting Park Amenities (Overall Score: 1/5):

The site does not currently include any supporting amenities.

Size/Capacity (Overall Score: 5/5):

The City Center site offers opportunities for development of a facility of an appropriate size to meet the needs as identified by the POPS committee, and to facilitate community functions. Ultimately, it is anticipated the facility would need to be designed in conjunction with the surrounding development to ensure a seamless and cohesive design, with building and stormwater design playing a key role in the configuration and orientation of the performance stage facility.

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MEMORIAL PARK

Property ID: PID # 23.999.0090

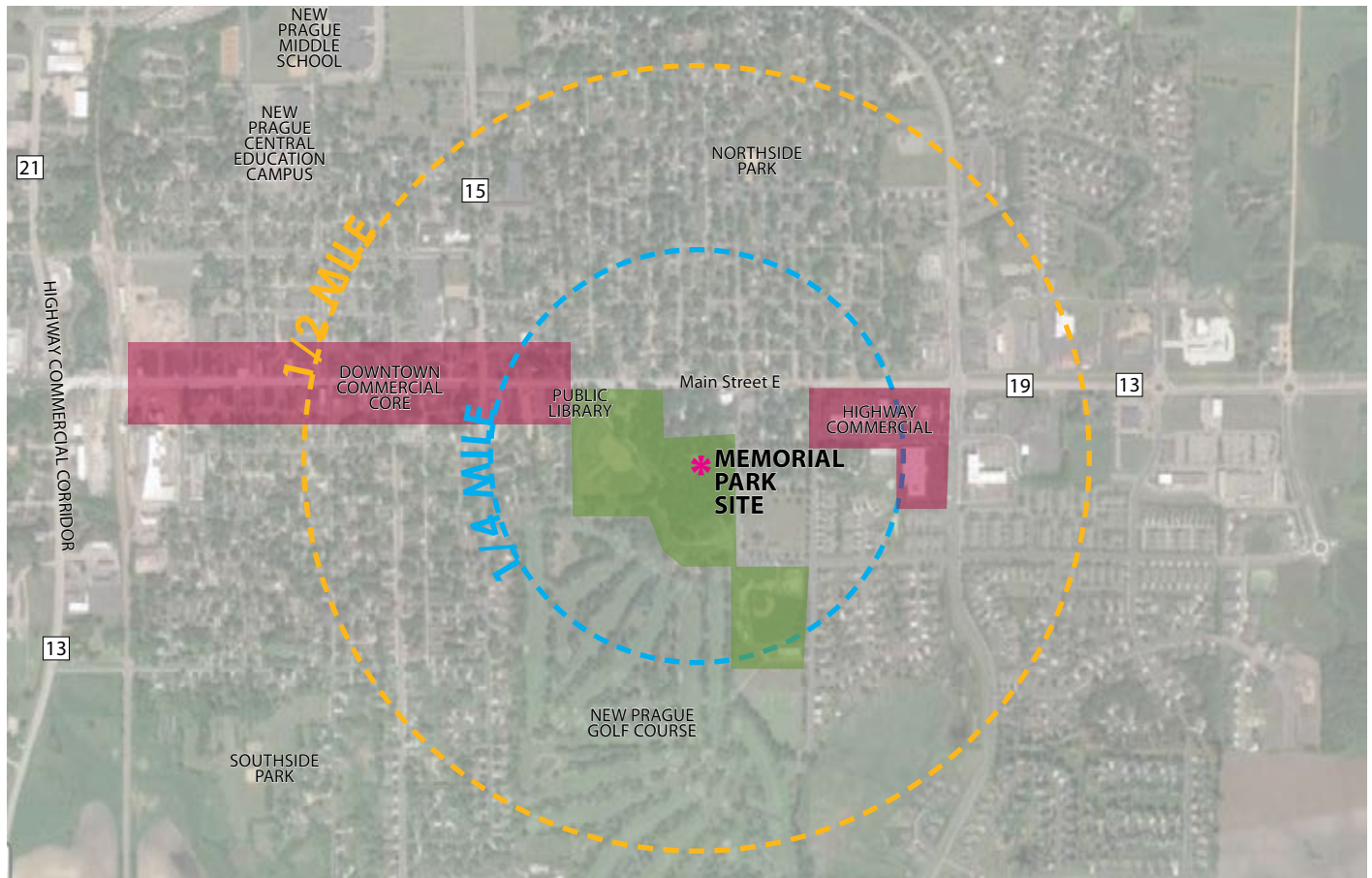
Property Description:

The Memorial Park site is situated in the northeast corner of Memorial Park, just north of the Park Ballroom building. The park was originally established in 1921, when the City purchased 15 acres of property for recreation. At the time, a master plan was completed, and the park was dubbed "New Prague Park". While the parks configuration varies from the 1921 plan, the intent is generally maintained, with similar uses and programming. An updated master plan for the park was completed in 2004 and identified a potential bandshell structure west of Park Street. Ultimately this updated plan was voted down in a referendum.

A large portion of the park is generally flat,

with some rolling topography, including the site identified for the POPS facility. Today, the park encompasses approximately 62 total acres including the park and golf course, with an additional 14 adjacent acres where Memorial Park Baseball Field is situated.

The Park is centrally located in the community on the east end of downtown and is in close proximity to more recent commercial development to the east. The park includes a number of other amenities that provide both opportunities and challenges relative to the development of the performance stage. Most notably, concerns have been expressed related to availability of parking and congestion in the area based on overall park programming on performance stage event days.



Location of Memorial Park site in relation to the community and supporting uses.

SITE RANKING CRITERIA SPECIFICS:

On-Site Parking (Overall Score: 1/5):

Memorial Park includes several small off-street parking lots that could be utilized for events. These lots are shared among all park users, so depending on programming of the parks amenities, there could be parking shortages. While the inclusion of on-site parking is not a top priority for many, especially given the amount of off-site parking generally available in proximity to the three sites, it is an important consideration for those with disabilities and older residents who may have mobility impairments.

Off-Site Parking: (Overall Score: 3/5):

Off-site but in close proximity to the proposed performance stage location, the baseball stadium and ballroom provide additional parking opportunities for performance stage patrons. On-street parking is generally available throughout the surrounding area with no major parking restrictions in place. Due to the site's central location and proximity to community residents, we anticipate lower parking demand compared to the other sites under consideration.

Utilities (Overall Score: 5/5):

The Memorial Park site is well serviced by utilities. Underground electrical lines are in close proximity to the site including a 3-phase line running down the east side of Lexington Avenue, and a 1-phase secondary line running through the park just west of the proposed POPS site. Water is also in close proximity with watermain running underneath Lexington Ave S, and under 2nd Street E to the west. Additionally, a water service line extends from the north into the proposed POPS site to the location of a former building. While the park has an existing restroom building near the playground, sanitary pipe is also present under Lexington Ave S, with several service lines

extending to the park boundary.

Section 11, Item b.

Restroom Proximity (Overall Score: 4/5):

Permanent public restroom facilities are available within walking distance of the proposed development area adjacent to Park Street and the Memorial Park playground. Additional portable toilets could be brought to the site for events as needed.

Topography (Overall Score: 5/5):

The Memorial Park site includes portions of flat lawn space and a hillside that generally slopes from south to north, with the Park Ballroom situated at the top of the slope to the south. Total grade change on the slope is approximately 12 feet over a distance of 300 feet (approximate slope of 4%) from an elevation of 1008 near the Ballroom, down to 996 near the sand volleyball courts. This gentle slope would allow for the development of a sloped/terraced facility of ample size to satisfy the needs of the POPS facility.

Existing Vegetation (Overall Score: 3/5):

Memorial Park is a beautiful and well-established park that includes large mature overstory tree plantings throughout the park and proposed development area. Trees are well distributed throughout the project area, and include various species including Oak, Maple, Ash, Cedar, and others. During discussions with the committee, feedback provided identified Oak and Maple trees as high priority for preservation over other species, and that Ash Trees, due to EAB, could/should be removed. Beyond the mature tree cover, vegetation in the project area is limited to mown grass. Ultimately development will impact the tree canopy but could be done strategically to minimize such impacts. New trees could also be planted to supplement the existing tree canopy and fill gaps generated by the

project.

Adjacent Land Use/Noise Conflicts (Overall Score: 2/5):

The Memorial Park site is bordered on the south and east by single family residential use, the north by the Park Ballroom, and the west by additional park facilities. Consideration will need to be given to orientation of the facility, hours of events, and other mitigation measures to minimize impacts on neighboring residents. The Park Ballroom hosts events that may overlap with events at the performance stage facility. Additionally, the ballfield and other park uses could bring outside noise and congestion to the area.

Accessibility, Proximity and Community Context (Overall Score: 5/5):

The Memorial Park site is centrally situated within the community, in close proximity to the City's downtown, and a large number of residences. Access is available by car, bicycle, and on foot. Sidewalk connections are generally available throughout the park and extend into surrounding neighborhoods and the City's downtown. With the site's gentle slope, ADA access would be achievable within the performance space and throughout the site with supporting trail and sidewalk networks.

Proximity to Supporting Uses/Businesses (Overall Score: 4/5):

Memorial Park and the proposed development area are near many downtown businesses including bars and restaurants. Hy-Vee is a few blocks east of the site, and several other restaurants and convenience stores are just east of the location. The Public Library is also within walking distance of the site in the northwest corner of the park.

Supporting Park Amenities (Overall Score: 5/5): Section 11, Item b.

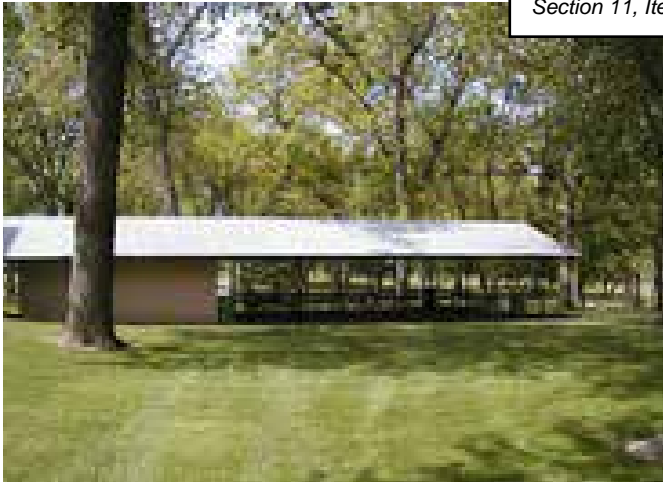
Memorial Park is a well-established community park with an abundance of supporting amenities. Near the proposed development site are several large picnic shelters, horseshoe pits, and sand volleyball courts. A short walk from the site is a public restroom facility, and generously sized playground. Additional amenities at the park include two baseball fields, Memorial Park baseball stadium, several parking lots, and the Public Library. Many of these uses cater to youth who can be entertained nearby while parents attend functions at the performance stage.

Size/Capacity (Overall Score: 5/5):

Memorial Park is a large and well-established park with ample space available for the development of the performance stage. Based on the proposed development area, there would likely be impacts to either an existing picnic shelter or sand volleyball courts. The existing hillside could be used in the interim as seating for patrons and could be modified into a more formal spectator area as funding becomes available. It is anticipated this location could easily accommodate gatherings of 1,000+ for large events.



Memorial Park Ballfield



Picnic Shelter



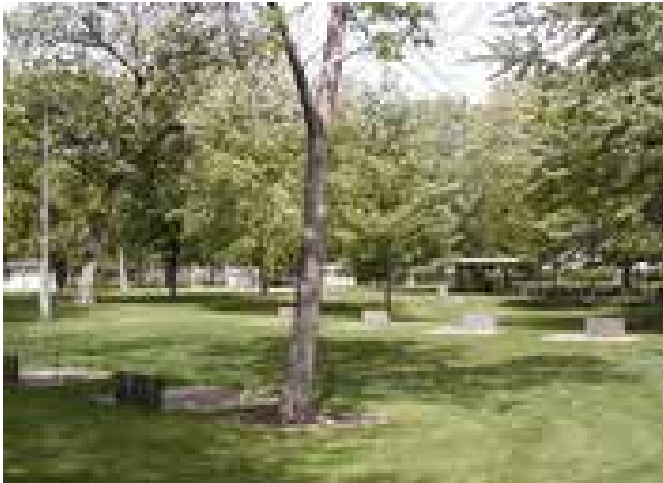
Playground



Sand Volleyball Courts



Restrooms & Picnic Shelter



Horseshoe Pits

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Buffalo Sturgis Park Bandshell Image & Site Plan, Buffalo, Minnesota

04 PRECEDENT PROJECTS

Prior to development of site concepts, several existing performance space projects were reviewed to better understand key components such as proportions, potential configurations, and general site impacts. While there is a general understanding that the type of facility desired by POPS would include a sloping lawn space for patrons, and that the first phase of the project likely will focus primarily on the performance stage itself, site constraints and existing topography ultimately drove the concept designs. Facilities reviewed included the following:

- Buffalo Sturgis Park Bandshell
- Shakopee Huber Park Amphitheater
- New Ulm German Park Amphitheater
- Marshalltown West End Park Performance Lawn

A summary of each project and associated imagery is provided for reference in this section of the report.

Buffalo Sturgis Park Bandshell:

The Sturgis park bandshell is a multi use performance space within Sturgis Park, situated in close proximity to the City's downtown, with Buffalo Lake as its backdrop. The bandshell itself is a robust construction with three fully enclosed sides measuring approximate 45'x35' in size. The spectator area of the venue is comprised of terraced lawn seating areas, with terraces intended to easily allow patrons to set up lawn chairs, and slopes allowing for blankets. ADA accessible routes are interwoven into the venue to allow easy access for patrons.

Shakopee Huber Amphitheater:

The Huber Amphitheater, located in Huber

Park, is a multi use park facility situated in close proximity to downtown Shakopee on the shores of the Minnesota River. The amphitheater includes a hardscape spectator area near the stage, several cast stone seating terraces with lawn between, and a large, open, sloped lawn for overflow seating behind. If these areas fill to capacity, spectators can spill into adjacent areas around the park for viewing. The stage structure itself is a large prefabricated steel structure on a raised concrete stage, with dimensions of approximately. 45'x40'. A central staircase and meandering trail system provide pedestrian and vehicular access throughout the space.

German Park Amphitheater:

The German Park amphitheater, situated in German Park within the city's downtown core, is a concrete construction hard surface amphitheater with a capacity of approximately 500 patrons. Seating consists of cast stone terrace seat walls, with concrete surfacing between. The seating area was designed to integrate into the park's existing hillside, and allows performers to use either the flat, uncovered stage area at the base, or the bandshell directly behind. The City has indicated that the design of the bandshell is not very useful due to the stages height, and the thick railing around the perimeter, so often performers use the flat uncovered stage area instead. The stage area is approximately 50'x25', and the bandshell approximately 35'x35'. Vehicular access is available via a paved parking lot turnaround directly adjacent to the stage, and stairs, sidewalks and trails provide ADA access throughout the facility.

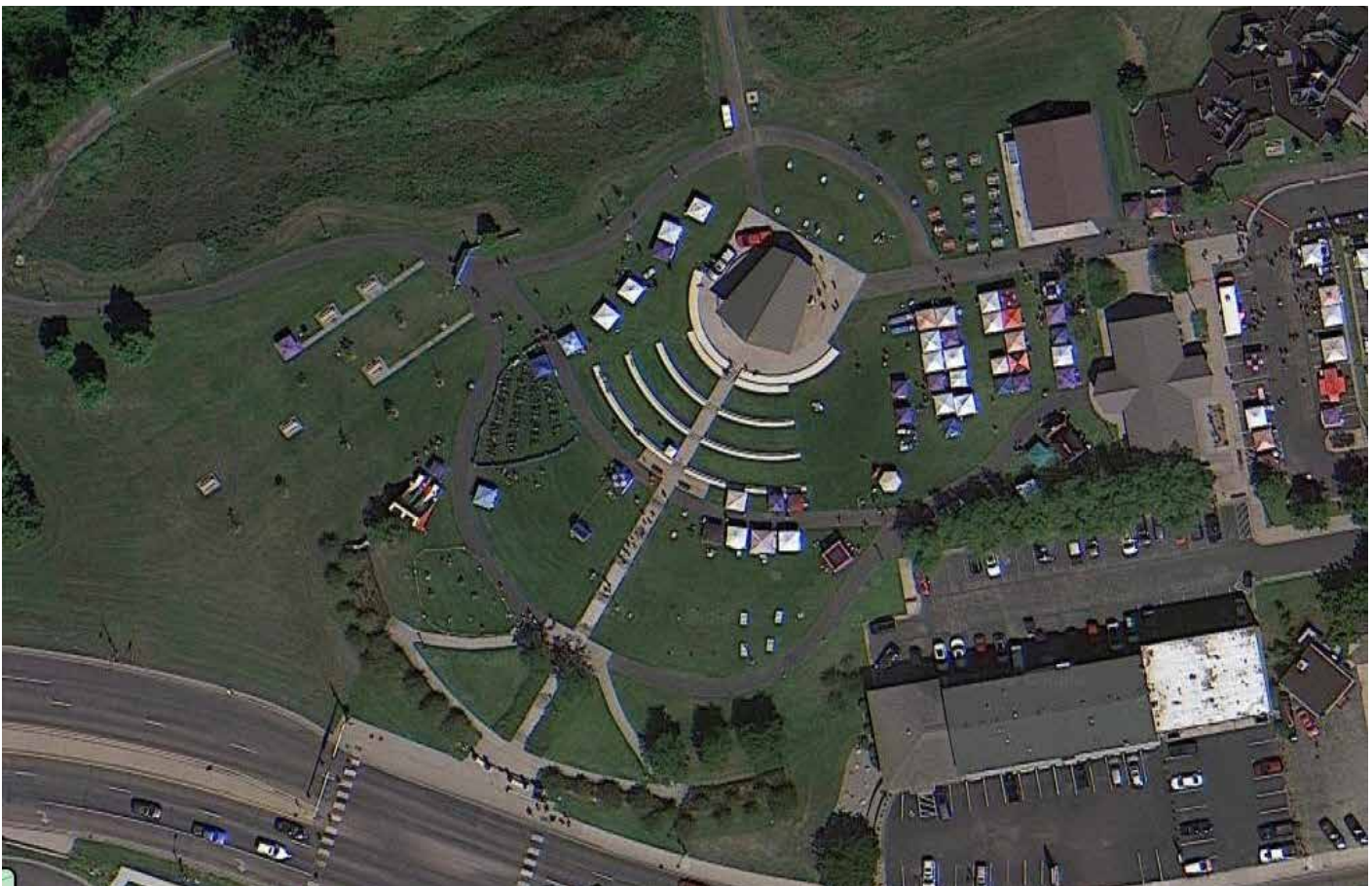
Marshalltown West End Park:

The West End Park Performance Lawn is

situated in the aptly named West End Park, on the west end of Marshalltown, Iowa. The site is generally situated within a residential neighborhood, and directly adjacent to single family and multi family homes, and Franklin Elementary School. The performance lawn has an approximate capacity of 600 patrons, though spectators often find seating in other

areas of the park offering views of the stage. The stage itself is a prefabricated structure of steel and timber, fully open on the sides, on an elevated concrete stage, and measures approximately 30'x25'. The lawn includes a circulating sidewalk around the perimeter, allowing ADA access throughout the site.

Section 11, Item b.



Shakopee Huber Park Amphitheater Image & Site Plan, Shakopee, Minnesota



German Park Amphitheater Image & Site Plan, New Ulm, Minnesota



West End Park Performance Lawn, Marshalltown, Iowa

05 THE CONCEPTS

For each of the three sites under consideration, Bolton & Menk developed two unique site concept/massing diagrams. These diagrams are conceptual and are intended to provide a general understanding of potential site development configurations, and convey information including:

- The type of facility possible within the defined site (i.e. flat lawn event space, terraced seating, combination of both, etc.)
- Size/capacity of a potential facility. To quantify capacity numbers, terraced or linear seating concepts utilized a measure of 2.5 linear feet per individual, and open lawn or hillside concepts utilized a measure of 20 square feet per spectator.
- Opportunities for site circulation, parking and access. Consideration was given to ensure any generated concepts could accommodate ADA access, circulate people throughout the space, and provide vehicular access to proximity of the stage for loading/unloading of equipment and maintenance purposes.
- Opportunities for supporting facilities, multi-use spaces, etc. We understand that a performance space is utilized in targeted periods for special events. As such, if effectively designed, the space may serve multiple purposes and user groups.

Concepts generated as part of this task adhere (to the extent possible) to the criteria identified by the committee in the RFP process that are presented in the introduction/background section of this report, and as follows:

- The attendee area should be large enough to accommodate 500+ people, with possible

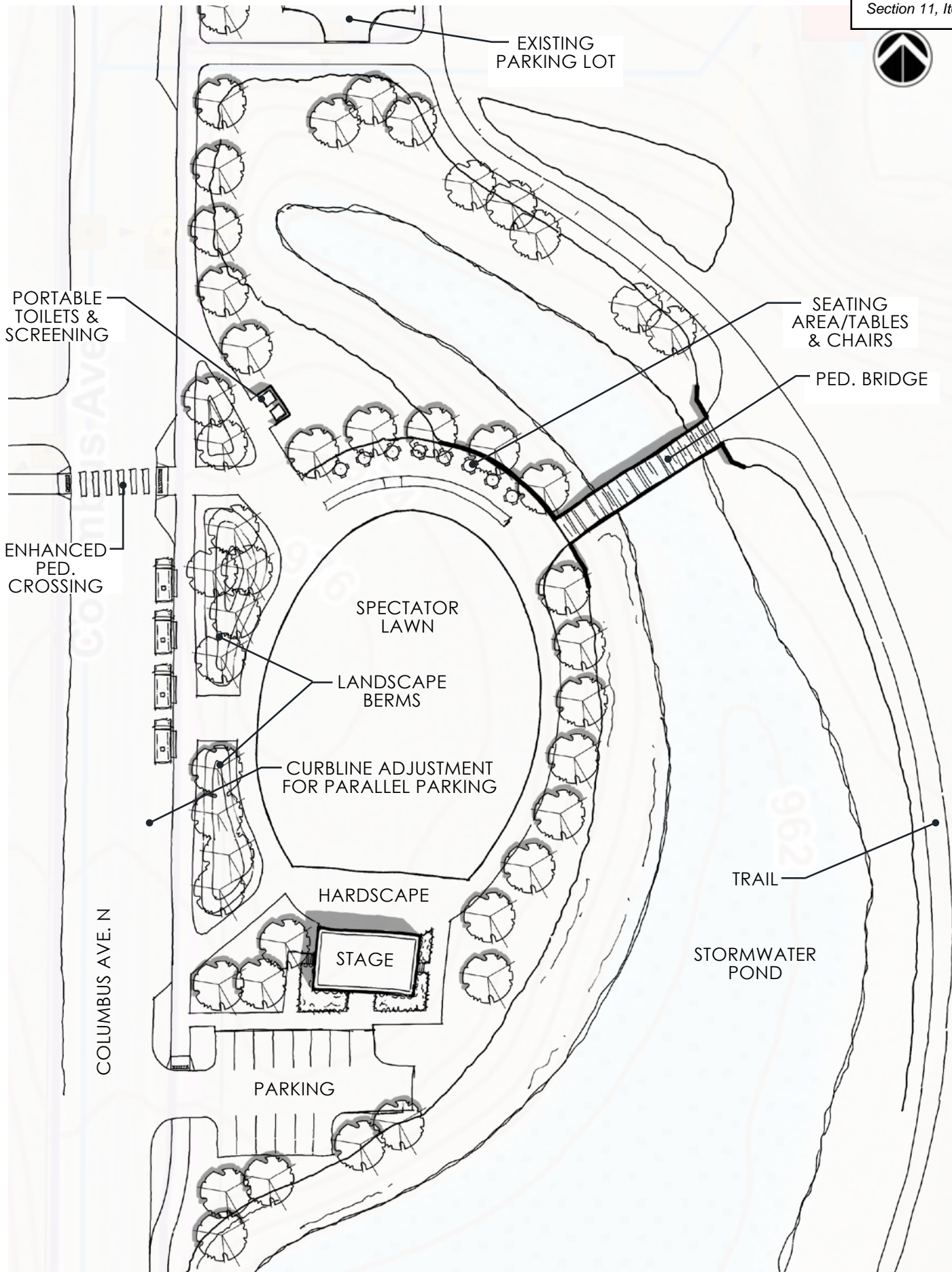
expansion to a larger number for special events.

- Primary use of the facility will be for music, dance and theatre presentations.
- Goal is a facility enclosed on three sides, with possibility for storage, depending on money raised.
- Current plans call for an open-seating, grassy area where attendees will bring chairs, blankets, etc., to view the events. It may be graded. A completely structured amphitheater (with seating, etc.) is possible, but not in the first phase of this project.
- The structured performing space should be able to accommodate a group size that would include a community band (25+), large choirs, other bands, theatre groups (including musicals with large ensembles), dance teams, etc.
- Access to water, sewer and electricity (all utilities) needs to be considered.
- Parking, sidewalks/walkways/trails also should be considered.

While these concepts provide a glimpse of possible development patterns on the site, and the size and type of facility the site will support, these plans are purely conceptual, and a comprehensive design process would need to be undertaken upon completion of the site selection study to determine a final facility configuration.

Cost Estimates

In addition to the two massing concepts generated for each site, one preliminary cost estimate was also developed for each of the three sites. These high level cost estimates are intended to aid in future planning and fundraising efforts. Additional information on these estimates is available in section 02-The Process, of this report.



Sliding Hill Skate Park Site Plan Concept A

SLIDING HILL SKATE PARK CONCEPTS

Concept A

Concept A for the Sliding Hill Skate Park is focused on development of the 1.5 acre lawn space along Columbus Avenue west of the stormwater pond. This area is generally flat, consisting of mown lawn, with an overall topographic change of +/- 2'. As such, this space generally supports development of a flat-event-lawn-type-facility. As shown in the concept sketch, the lawn area supports an audience of approximately 900 patrons, while hardscape near the stage area would support an addition 100-150 patrons.

Beyond the event lawn itself, the concept explores the addition of a secondary off-street parking lot south of the stage facility, providing an additional 14-15 parking stalls, and direct access to the stage for loading/unloading/staging for events. The concept also shows modifications to the eastern curb line along Columbus Avenue to accommodate parallel parking, providing additional parking for events, and explores the addition of a pedestrian crossing on Columbus Avenue to allow patrons parking at the high school to more safely traverse the roadway and get to events.

Circulation on site is provided via several sidewalk connections to the existing Columbus Avenue trail/greenway. The event lawn would be wrapped with sidewalk facilities offering opportunities for multiple uses including farmer's markets/art fairs, and other gatherings. The concept shows a pedestrian bridge across the existing stormwater pond to allow further connections throughout the site and the parks other amenities.

As the site is largely open to the elements,

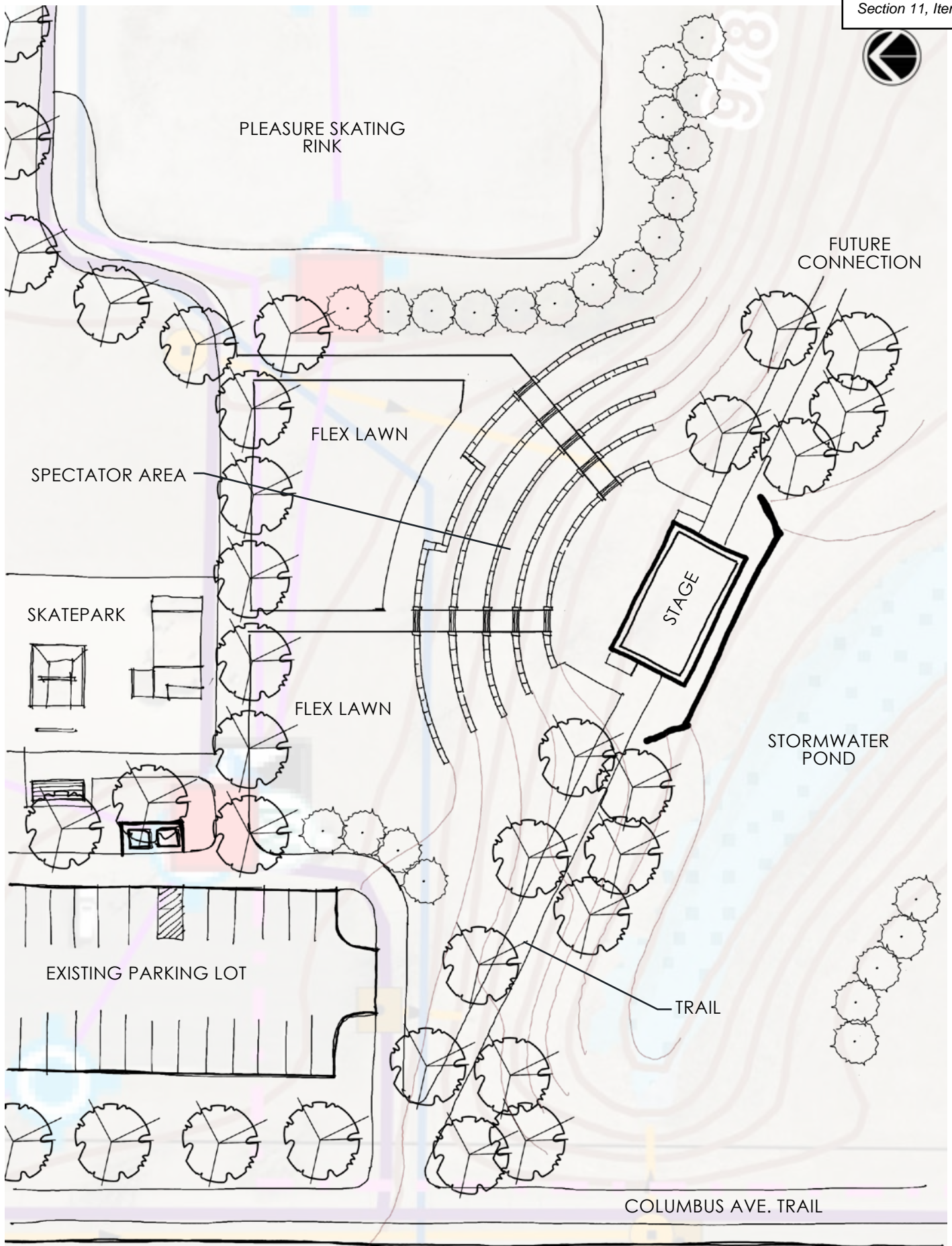
including strong winds, landscaping play an important role in the development of the space. The concept sketch shows several landscaped berms separating the performance stage and open lawn space from Columbus Avenue, and significant tree plantings throughout the area. Evergreen trees would aid with visual and audible screening, while overstory trees would be essential to providing patrons with relief from the sun. We anticipate these tree plantings could take upwards of 10 years to mature to an effective scale.

Concept B

Concept B for the Sliding Hill Skate Park focuses on utilizing land situated between the existing parking lot and skatepark, the storm water pond, and the hockey rink. This area includes both a portion of flat lawn space, and a hillside with an overall elevation change of approximately 12'. Due to the significant changes in topography, and the relatively narrow construction envelope, any performance space development in this area is anticipated to be stone or concrete wall construction, and more in line with a traditional amphitheater type installation.

The performance stage itself would be situated adjacent to the storm water pond, facing northeast. To accommodate the stage, a wall may be necessary on the backside to retain and provide a suitable building pad. Consideration should be given for potential impacts to the pond and its current functionality. If impacts are necessary in this area, expansion of the pond may be necessary in other locations.

The spectator area of the performance stage as noted, is anticipated to be hard edge seat walls, with concrete or paver terraces between. Based on preliminary takeoffs, we anticipate this facility would support an



Sliding Hill Skate Park Site Plan Concept B

audience size of approximately 600 patrons.

The concept includes two staircases traversing the seating walls, with sidewalks leading from the park facilities to the north, through a flatter lawn gathering and seating area, down to the performance stage. A direct trail connection is proposed to bring

users, maintenance, and equipment to the stage from the existing trail along Columbus Avenue. This proposed trail could ultimately terminate at the stage, or extend through or around the stage to provide a recreational trail facility linking users further into the park grounds.

Sliding Hill Skate Park - Concept Plan A - Preliminary Engineer's Estimate

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Price	Notes
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Phase 1: POPS Stage

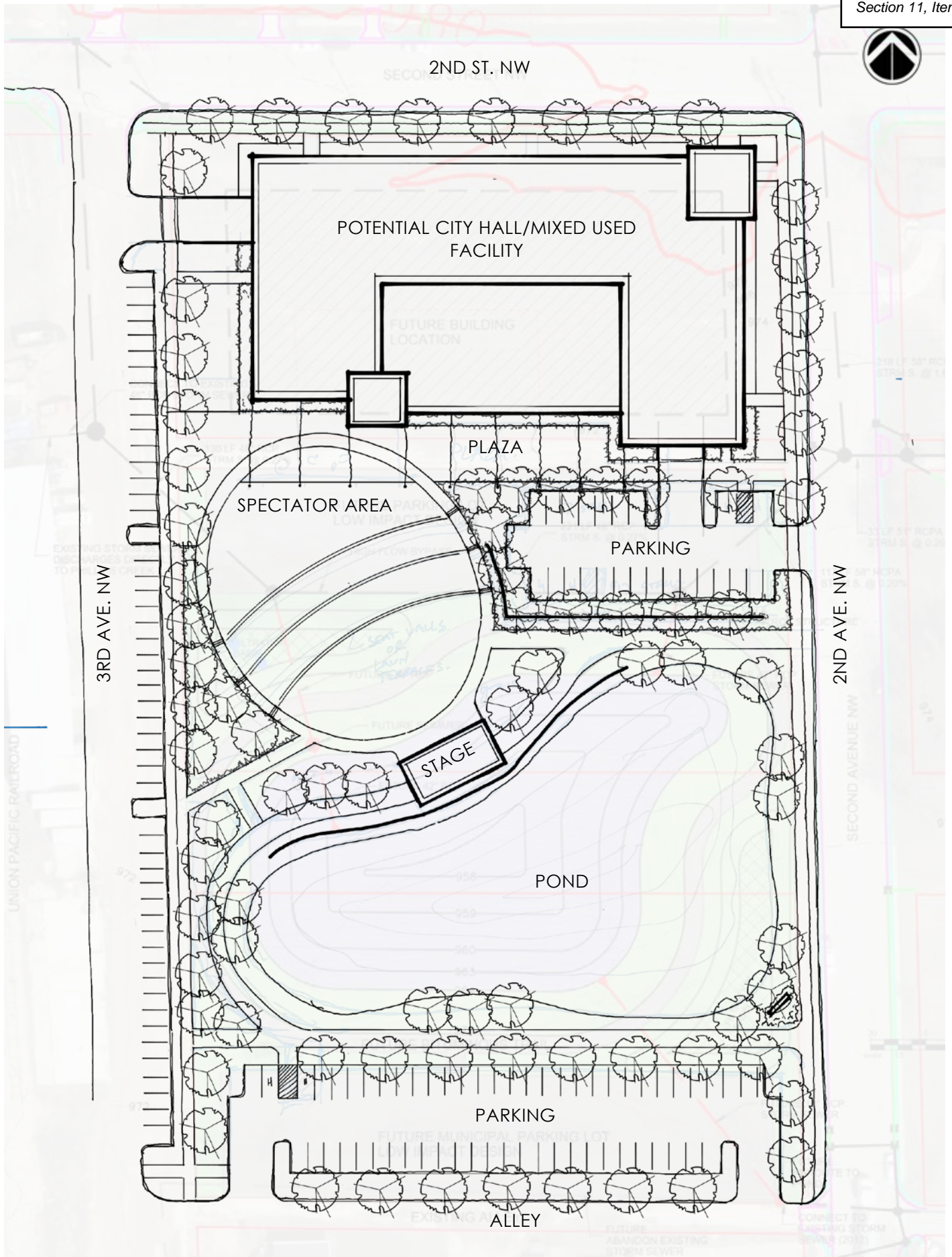
1	MOBILIZATION	1	LUMP SUM	\$88,000.00	\$88,000.00	~10% of Construction Costs
2	STAGE STRUCTURE	1	LUMP SUM	\$750,000.00	\$750,000.00	Foundation, Structure, Stairs/Ramps, A/V Equipment, and Other Essential Items
3	ELECTRICAL UTILITIES	1	LUMP SUM	\$30,000.00	\$30,000.00	Assumes use of existing transformer, panel in performance stage structure, conduit + wiring
4	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$4,000.00	\$4,000.00	Silt Fence, Inlet Protection, Rock Construction Entrance, etc.
5	SITE GRADING & PREPARATION	1	LUMP SUM	\$10,000.00	\$10,000.00	Earthwork, Excavation for subbase and foundation
6	4" CONCRETE WALK	800	SQ FT	\$9.00	\$7,200.00	Concrete Walk from Parking Lot to Stage and Stage Access
7	PARKING LOT	1	LUMP SUM	\$60,000.00	\$60,000.00	Bituminous Parking Lot, Curb + Gutter, Striping
8	STORM SEWER	1	LUMP SUM	\$15,000.00	\$15,000.00	For Parking Lot
9	SITE RESTORATION	1	LUMP SUM	\$5,500.00	\$5,500.00	Topsoil + Seeding

Subtotal \$969,700.00
 20% Contingency \$193,940.00
Phase 1 Project Total \$1,163,640.00

Phase 2: Site Development

1	MOBILIZATION	1	LUMP SUM	\$37,000.00	\$37,000.00	~10% of Construction Costs
2	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$8,000.00	\$8,000.00	Silt Fence, Inlet Protection, Rock Construction Entrance, etc.
3	SITE GRADING & PREPARATION	1	LUMP SUM	\$35,000.00	\$35,000.00	Earthwork, Excavation for subbase and foundation
4	4" CONCRETE WALK	14500	SQ FT	\$9.00	\$130,500.00	Includes all Concrete Walk Not Accessed By Vehicles
5	BITUMINOUS TRAIL	3200	SQ FT	\$8.00	\$25,600.00	Trail East of Pond, Connection from Bridge to Existing Parking Lot
6	RETAINING WALL	1	LUMP SUM	\$20,000.00	\$20,000.00	Retaining Wall Adjacent to Pond
7	PEDESTRIAN BRIDGE	1	LUMP SUM	\$100,000.00	\$100,000.00	Pedestrian Bridge Crossing @ Detention Pond
8	PORTABLE TOILET ENCLOSURE	1	LUMP SUM	\$6,500.00	\$6,500.00	Trex Screen Fence, 8' Height for 2 Portable Toilets
9	OVERSTORY TREE - 2.5" CAL. B&B	45	EACH	\$700.00	\$31,500.00	Trees Around Site for Shade and Screening
10	SITE RESTORATION	1	LUMP SUM	\$10,000.00	\$10,000.00	Topsoil + Seeding

Subtotal \$404,100.00
 20% Contingency \$80,820.00
Phase 1 Project Total \$484,920.00



City Center (Central Park) Site Plan Concept A

CITY CENTER SITE CONCEPTS

Concept A

Concept A for the City Center site assumes construction of a mixed-use building on the north portion of the site, and a large stormwater pond facility on the south side of the site, as identified in concept plans generated by the City for the property. Based on this plan, the performance stage facility takes place along the western edge of the site and aims to work in conjunction with what has been discussed in meetings as a potential City Hall and medium-high density residential complex. Positioning in this area of the site buffers adjacent single family residential to the north and east from impacts of the facility and provides a parklike setting for nearby residents when performances are not occurring. Based on the frequency and timing of trains traveling through the community, we anticipate minimal disruptions from train traffic, but it is a possibility.

The spectator area for the facility would be large enough to accommodate crowds of approximately 1,000 patrons between open lawn seating, stone seat walls, and hardscape plaza type areas. The stone walls could be strategically used to define space, and provide elevation for better viewing, making the space comfortable for smaller events and audiences, as well as larger audiences.

Access to the stage for equipment would be via the sites trail system, allowing vehicles to drive through the stage itself for ease of access. If not desired, a trail could be routed behind the stage to accommodate drop off of equipment as well.

Parking would be provided in public parking lots constructed in conjunction with the

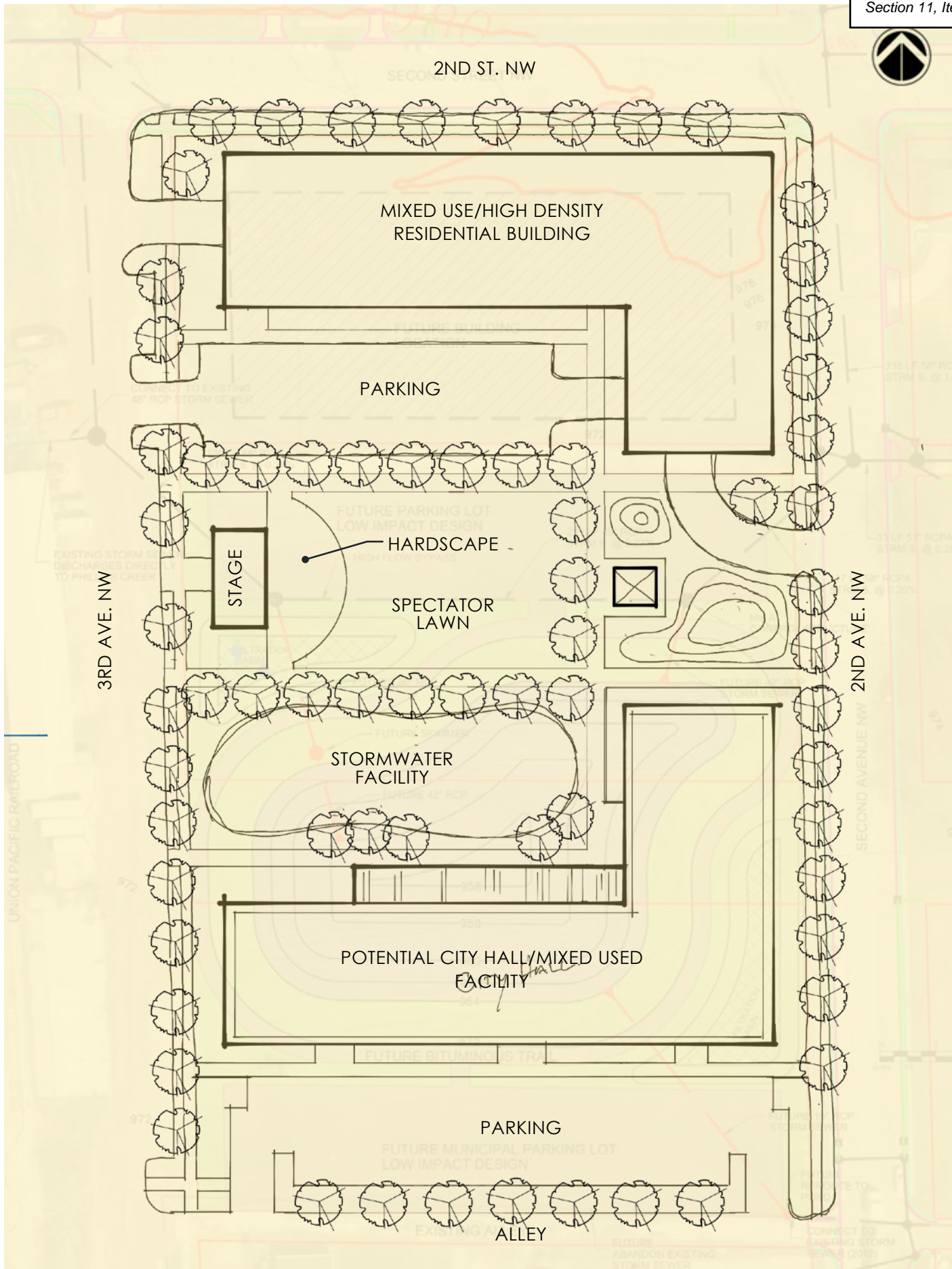
redevelopment project. It is anticipated that public restroom facilities could be integrated into the adjacent building.

Concept B

Concept B for the City Center site explores opportunities for more extensive development of the City Center site by constructing a second mixed use or high-density residential building (2 total buildings). The concept generally configures the site to include a mixed-use building on the south end of the site that would include potential relocation of City Hall, with high density residential units above, and a dedicated high density or mixed use building on the north end. Beyond the buildings themselves, supporting infrastructure including parking lots and green space would anchor the development.

In this development concept, the performance space would take the form of an event lawn, with the stage situated along the western edge of the site, and lawn running east/west in orientation between the two building envelopes. When not in use for events, this area could also serve as a community gathering space, and open flexible lawn space. Sidewalks would provide circulation through the site, and connections to the building development projects.

Similar to Concept A, due to the level of site modifications required to accommodate construction of the various components, construction of the performance lawn would likely need to occur in conjunction with the development of at least one phase of the overall development plan. Additionally, based on feedback from City staff, it is anticipated that significant soil mitigation efforts would need to be undertaken on the southern portion of the site to support any future building construction, and due to the extensive development, underground stormwater facilities would need to be



City Center (Central Park) Site Plan Concept B

considered in the areas of the performance lawn and parking lots.

City Center - Concept Plan A - Preliminary Engineer's Estimate

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Price	Notes
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Phase 1: POPS Stage

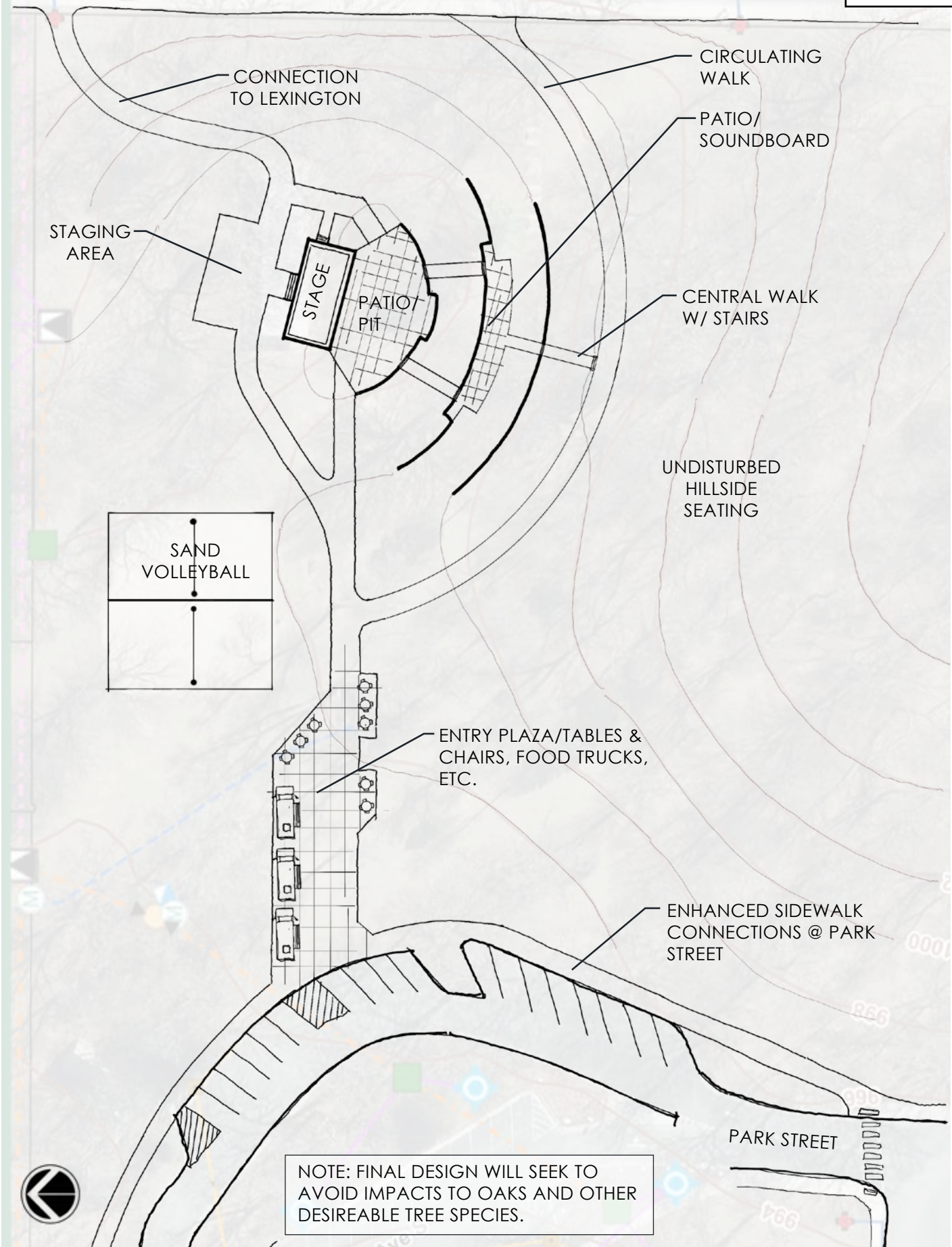
1	MOBILIZATION	1	LUMP SUM	\$85,000.00	\$85,000.00	~10% of Construction Costs
2	STAGE STRUCTURE	1	LUMP SUM	\$750,000.00	\$750,000.00	Foundation, Structure, Stairs/Ramps, A/V Equipment, and Other Essential Items
3	ELECTRICAL UTILITIES	1	LUMP SUM	\$20,000.00	\$20,000.00	Assumes use of existing transformer, panel in performance stage structure, conduit + wiring
4	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$3,000.00	\$3,000.00	Silt Fence, Inlet Protection, Rock Construction Entrance, etc.
5	SITE GRADING & PREPARATION	1	LUMP SUM	\$10,000.00	\$10,000.00	Earthwork, Excavation for subbase and foundation
6	RETAINING WALL	1	LUMP SUM	\$40,000.00	\$40,000.00	Retaining Wall Between Pond and Stage
7	BITUMINOUS TRAIL	1600	SQ FT	\$8.00	\$12,800.00	Trail/Vehicular Access to Stage
8	SITE RESTORATION	1	LUMP SUM	\$5,000.00	\$5,000.00	Topsoil + Seeding

Subtotal \$925,800.00
 20% Contingency \$185,160.00
Phase 1 Project Total \$1,110,960.00

Phase 2: Site Development

1	MOBILIZATION	1	LUMP SUM	\$29,000.00	\$29,000.00	~10% of Construction Costs
2	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$3,000.00	\$3,000.00	Silt Fence, Inlet Protection, Rock Construction Entrance, etc.
3	REMOVAL OF EXISTING TREES	1	LUMP SUM	\$8,000.00	\$8,000.00	Selective Tree Removals (Focused on Ash Trees, Other Species Minimized)
4	SITE GRADING & PREPARATION	1	LUMP SUM	\$20,000.00	\$20,000.00	Earthwork, Excavation for subbase and foundation
6	4" CONCRETE WALK	7000	SQ FT	\$9.00	\$63,000.00	Includes all Concrete Walk Not Accessed By Vehicles
7	CONCRETE STAIRS	190	SQ FT	\$90.00	\$17,100.00	Includes Stairs & Foundations
8	LIMESTONE BLOCK SEAT WALL	460	LIN FT	\$300.00	\$138,000.00	Includes Limestone Block, Aggregate Base & Installation
9	HANDRAILS	50	LIN FT	\$150.00	\$7,500.00	@ Stairs
10	RETAINING WALL	1	LUMP SUM	\$20,000.00	\$20,000.00	Miscellaneous Walls (Near Parking Lot)
11	OVERSTORY TREE - 2.5" CAL. B&B	20	EACH	\$700.00	\$14,000.00	
12	SITE RESTORATION	1	LUMP SUM	\$6,500.00	\$6,500.00	Topsoil + Seeding

Subtotal \$326,100.00
 20% Contingency \$65,220.00
Phase 1 Project Total \$391,320.00



Memorial Park Site Plan Concept A

MEMORIAL PARK CONCEPTS

Concept A

Concept A positions the performance stage in the location of the current shade structure in the NE corner of the park near Lexington Ave. S, and utilizes the existing wooded hillside for the development of the audience seating area. The concept explores opportunities to provide pedestrian and vehicular access through the site, and integrates with the existing topography to the extent possible.

Pedestrian access is provided through the site in the form of a primary walkway connecting from Lexington Ave S, passing adjacent to the performance stage, and extending to the parking lot along Park Street. Access to the seating areas is provided through secondary sidewalk connections and a central staircase through the audience area.

The primary trail connection through the site would be approximately 12' wide to accommodate vehicular access, allowing for deliveries of equipment to the site. A flexible plaza space on the west end of the walk could be designed to accommodate food trucks, bike parking, and general gathering space.

The seating area for the performance space could be maintained as is in the interim, until funding is available to further develop the space, but the concept assumes future construction of several terraces of stone seating walls, with lawn terraces between, and a sloping hillside generally conforming to the existing grade extending up to the ballroom facility.

One potential drawback to this concept is the orientation as it relates to sound and

acoustics. With the positioning of sound would be directed to the southwest in the direction of the Park Ballroom, which could cause indiscriminate sound reflections.

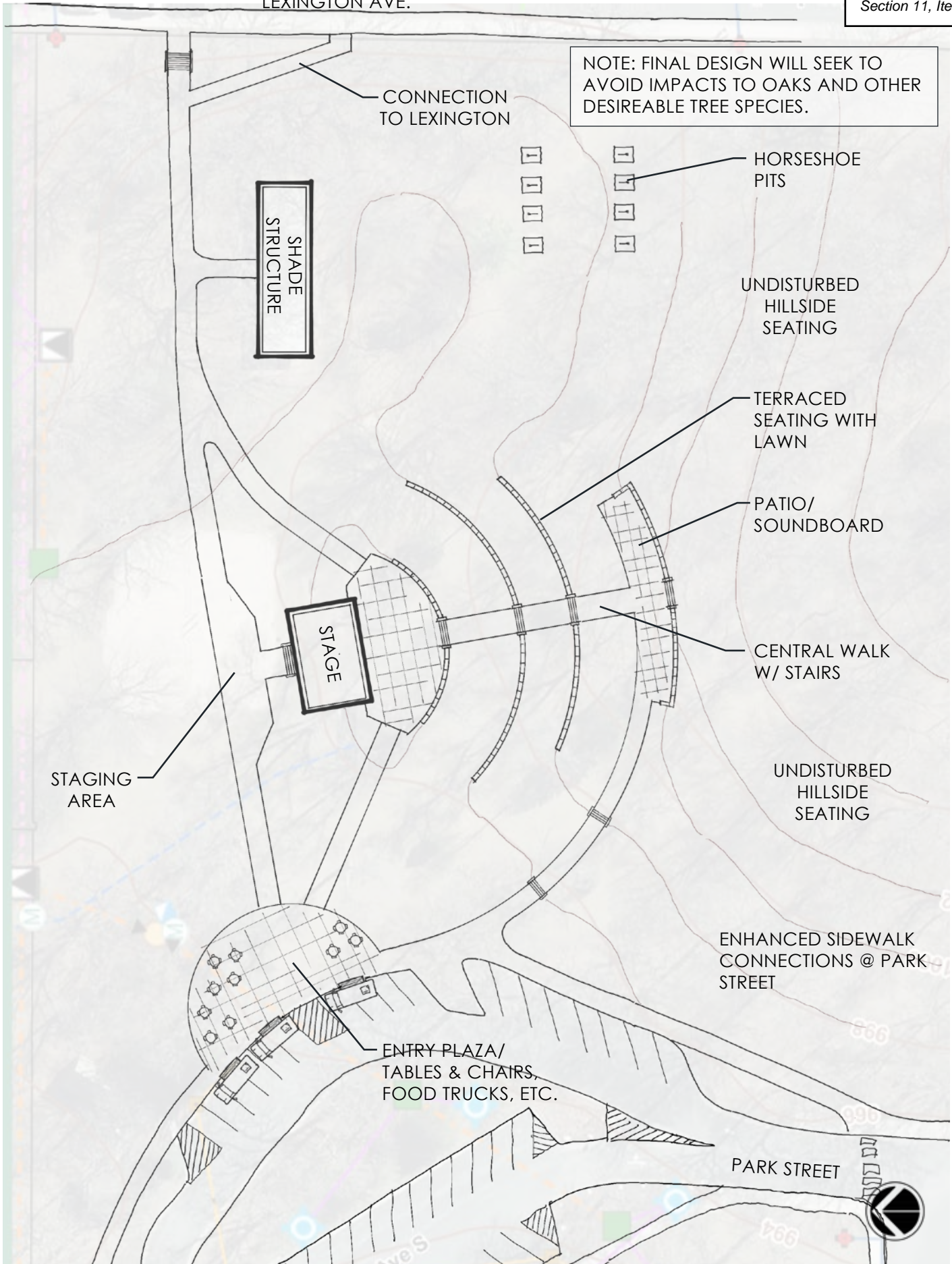
Concept B

Concept B, similar to Concept A, utilizes the existing hillside for the audience seating area of the performance stage. This concept maintains the existing shade structure in place, but would likely require removal and relocation of the two existing sand volleyball courts. While concept A integrates the seating area into a natural bowl shape of topography on the hillside, concept B is generally centered on a ridge line. As such, this concept may require more extensive grading and shaping of the hillside in the long term. This process may ultimately be more costly, and more impactful to the existing tree canopy.

Site circulation with Concept B would generally conform to the overall site design of Concept A, though connections to adjacent amenities (i.e. Park Ballroom, parking lot, etc.) would vary slightly. Vehicular access with this concept would be accomplished through a widened sidewalk connection between Park Street and the Performance Stage.

Whereas concept A would direct some sound toward the ballroom, leading to potential sound quality concerns, this concept would direct sound to the southeast, largely avoiding sound reflection off any building structures.

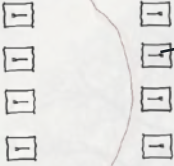
Ultimately, if the Memorial Park site is selected for development of the performance stage, the design will need to consider removal of existing amenities, mature trees, extent of earthwork, and sound quality, which are all key considerations to a successful performance stage project.



NOTE: FINAL DESIGN WILL SEEK TO AVOID IMPACTS TO OAKS AND OTHER DESIREABLE TREE SPECIES.

SHADE STRUCTURE

CONNECTION TO LEXINGTON



HORSESHOE PITS

UNDISTURBED HILLSIDE SEATING

TERRACED SEATING WITH LAWN

PATIO/SOUNDBOARD

CENTRAL WALK W/ STAIRS

UNDISTURBED HILLSIDE SEATING

ENHANCED SIDEWALK CONNECTIONS @ PARK STREET

ENTRY PLAZA/TABLES & CHAIRS, FOOD TRUCKS, ETC.

PARK STREET



Memorial Park - Concept Plan A - Preliminary Engineer's Estimate

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Price	Notes
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Phase 1: POPS Stage

1	MOBILIZATION	1	LUMP SUM	\$83,000.00	\$83,000.00	~10% of Construction Costs
2	REMOVAL OF EXISTING PICNIC SHELTER + CONCRETE SLAB	1	LUMP SUM	\$10,000.00	\$10,000.00	
3	REMOVAL OF EXISTING TREES	1	LUMP SUM	\$5,000.00	\$5,000.00	Selective Tree Removals (Focused on Ash Trees, Other Species Minimized)
4	STAGE STRUCTURE	1	LUMP SUM	\$750,000.00	\$750,000.00	Foundation, Structure, Stairs/Ramps, A/V Equipment, and Other Essential Items
5	ELECTRICAL UTILITIES	1	LUMP SUM	\$25,000.00	\$25,000.00	Assumes use of existing transformer, panel in performance stage structure, conduit + wiring
6	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$3,000.00	\$3,000.00	Silt Fence, Inlet Protection, Rock Construction Entrance, etc.
7	SITE GRADING & PREPARATION	1	LUMP SUM	\$10,000.00	\$10,000.00	Site Earthwork, Excavation for subbase and foundation
8	6" CONCRETE WALK	1500	SQ FT	\$12.00	\$18,000.00	Concrete Walk Connection from Park Street to Stage, ~10' Wide Sidewalk + Staging Area
9	SITE RESTORATION	1	LUMP SUM	\$5,000.00	\$5,000.00	Topsoil + Seeding

Subtotal \$909,000.00
 20% Contingency \$181,800.00
Phase 1 Project Total \$1,090,800.00

Phase 2: Site Development

1	MOBILIZATION	1	LUMP SUM	\$33,000.00	\$33,000.00	~10% of Construction Costs
2	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$3,000.00	\$3,000.00	
3	REMOVAL OF EXISTING TREES	1	LUMP SUM	\$8,000.00	\$8,000.00	Selective Tree Removals (Focused on Ash Trees, Other Species Minimized)
4	SITE GRADING & PREPARATION	1	LUMP SUM	\$25,000.00	\$25,000.00	Earthwork, Excavation for subbase and foundation
5	6" CONCRETE WALK	5000	SQ FT	\$12.00	\$60,000.00	Includes Plaza Concrete Walk
6	4" CONCRETE WALK	8000	SQ FT	\$9.00	\$72,000.00	Includes all Concrete Walk Not Accessed By Vehicles
7	CONCRETE STAIRS	170	SQ FT	\$90.00	\$15,300.00	Includes Stairs & Foundations
8	LIMESTONE BLOCK SEAT WALL	380	LIN FT	\$300.00	\$114,000.00	Includes Limestone Block, Aggregate Base & Installation
9	HANDRAILS	40	LIN FT	\$150.00	\$6,000.00	@ Stairs
10	ELECTRICAL SYSTEM	1	LUMP SUM	\$20,000.00	\$20,000.00	Power/Communications for Soundboard, Other Electrical Needs
12	SITE RESTORATION	1	LUMP SUM	\$7,000.00	\$7,000.00	

Subtotal \$363,300.00
 20% Contingency \$72,660.00
Phase 2 Project Total \$435,960.00

06 *the rankings*

Each of the three potential sites identified by the City and committee present unique opportunities and limitations to the development of the POPS facility. To assist in comparing the three sites, a series of ranking criteria were established to provide a consistent scoring measure. These measures take into account geographic, physical, economic, and aesthetic characteristics of the sites. A summary and descriptions of these criteria are provided in this section, followed by a summary table showing the sites and their respective scoring.

Scores are provided from 1-5 for each criteria (5 being best suited, 1 being least suited). As such, the site with the highest total score is ultimately the site most suited for development of the POPS facility. For more detailed information on the individual sites, and a discussion of their individual characteristics based on the criteria, refer to the Sites section of this report.

RANKING CRITERIA:

On Site Parking: Is there on site parking available? If not, could the site support the development of dedicated parking for the facility?

Off Site Parking: Is there additional parking available in the area of the site that could support parking needs for the POPS facility? This could include on-street parking, public parking lots, or private lots that have a high likelihood of availability for special events.

Utilities: Is the site currently serviced, or is service available in the immediate vicinity of the site for electrical, water, and sanitary sewer systems?

Public Restroom Proximity: Are the currently public restrooms available in proximity to the proposed POPS facility site? While we are aware the City does not plan to develop new restroom facilities at City parks that are currently lacking these facilities, it is advantageous to the POPS development if there are already facilities in proximity.

Topography: Does the topography of the site lend itself to the development of a performance space as desired by the POPS committee? Our understanding is that there is a desire for the facility to include some topography in the viewing area, but that a performance lawn type venue, while not as desirable, would still be considered as a potential outcome.

Existing Vegetation: What is the character and vegetation present on the site currently? Are there vegetative elements that make the site unique, provide benefit to facility users, or may conflict with the development of a performance space?

Accessibility/Proximity/Community

Context: Is the site centrally located in the community and easily accessible to the greatest number of patrons inside and outside the community? Generally, event goers will utilize multiple modes of transit to arrive at a performance venue. As such, various methods of access are considered beneficial and warrant higher consideration.

Adjacent Land Use/Noise Conflicts: Are the land uses adjacent to the proposed site complimentary to the development of a performance space use? Commercial land uses generally tend to see benefit from development of civic spaces for example, while residential uses may consider a performance space and associated noise a

nuisance.

Proximity of supporting Commercial/

Businesses: Event goers will typically patronize nearby businesses including bars, restaurants, convenience stores, etc. Generally, it is considered beneficial for the performance venue to be in proximity of these uses. While it is anticipated the venue could support food trucks and other vendors, brick and mortar locations are important.

Supporting Park Amenities: Are there other amenities available at the performance space location that can act in conjunction with the venue and provide recreational and entertainment value to users? Generally, uses like playgrounds, picnic shelters, sport courts and athletic fields can be used by patrons and children while events are occurring at the venue.

Size/Capacity: Does the site accommodate a facility of appropriate size based on the

criteria identified by the POPS committee. Anticipated gathering sizes of 500+ are routinely expected, with occasional need for crowds of 1,000+.

RANKING RESULTS:

Based on the criteria established as part of this analysis process, the three sites under consideration have been ranked as follows:

1. Memorial Park-Overall Score: 42
2. Sliding Hill Skate Park-Overall Score: 33
3. City Center (Central Park)-Overall Score: 30

These rankings were completed based on the expertise and experience of the consultant team, in conjunction with feedback provided by the committee during the review process. We recognize that there is some subjectivity to the ranking of these sites. Ultimately, any of the three sites could be developed to support a performance facility that would meet the needs of the POPS committee and community.

CATEGORY	SLIDING HILL SKATE PARK	CITY CENTER (CENTRAL PARK)	MEMORIAL PARK
ON SITE PARKING	3	3	1
OFF SITE PARKING	5	1	3
UTILITIES	4	5	5
RESTROOM PROXIMITY	2	1	4
TOPOGRAPHY	2	2	5
EXISTING VEGETATION	3	1	3
ADJACENT LAND USE/NOISE CONFLICTS	4	2	2
ACCESSIBILITY/PROXIMITY/COMMUNITY CONTEXT	2	4	5
PROXIMITY OF SUPPORTING BUSINESSES/USES	1	5	4
SUPPORTING PARK AMENITIES	2	1	5
SIZE/CAPACITY	5	5	5
TOTAL	33	30	42



Sept. 1, 2023

TO: Park Board/Ken Ondich/Kyra Chapman

FM: Praha Outdoor Performance Stage (POPS) Leadership Team

RE: Bolton & Menk Report and Upcoming Sept. 12 Presentation

Good day. Following is the official summary of the work to date by the all-volunteer Praha Outdoor Performance Stage (POPS) Committee. We believe this will be helpful for you in your discussions at our presentation to you, tentatively set for Sept. 12.

Please note that city staff members Ken Ondich and Kyra Chapman (and city administrator Josh Tetzlaff) have been continually apprised and updated on the work of the POPS Committee. Ken and Kyra have also attended some of the meetings held in the past year.

Overall, the POPS Committee and Leadership Team has met several times in-person or by zoom in the past 10+ months.

We hope this re-cap is helpful. We will let the actual site feasibility study by Bolton & Menk speak for itself (and be presented by Jonathan Nelsen). A copy will be made available to you prior to the Sept. 12 meeting. I understand you have been sent an email with the study and that it will also accompany this document as preparation for the Sept. 12 meeting.

At the end of this document are separate comments in an addendum from two members of the POPS Leadership Team – Steve Frost and Jon Colling.

SUMMARY OF POPS ORGANIZATION SINCE OCTOBER 2022

As a quick refresher, the effort to create a committee to build POPS (which will be used for performances of all kinds, movies, community/church gatherings and such) started about 18 months ago through the New Prague Area Arts Council, a non-profit organization designed to promote and support the arts in the area. From this group, the POPS Committee was organized. From that group, a POPS Leadership Team was formed.

The official kick-off was in October of 2022 with a reception for the community at Giesenbrau Bier Co. Since that time, several sub-committees have been at work raising money, working on site selection, informing the community about the project and putting the legal information together to create a non-profit organization to manage the project. The intent of the arts council was to turn over the project to this non-profit organization at the appropriate time.

That non-profit is called the Forward New Prague Foundation, now with IRS authorization as a tax-exempt entity. Money gathered for POPS sits in two banks in the community. Thus far, approximately \$525,000 has been pledged/raised of its \$1 million goal. The goal is to raise the remaining \$475,000 by the end of 2025. The officers of the Forward New Prague Foundation are:

- Den Gardner, Chair
- Karen Steinhoff, Vice-Chair
- Bruce Wolf, Treasurer

Chronological Work by POPS Committee:

- Kick-off October 2022
- Several meetings by POPS Committee/Leadership Team/POPS Sub-Committees through winter and spring and summer.
- Request for Proposal in early 2023 to select a firm to do an independent site analysis. Bolton & Menk chosen after presentations by three firms.
- City staff, POPS committee members, Bolton & Menk personnel and others visited the three sites under consideration in April.
- Bolton & Menk completed site study for approval to POPS group in July.
- The Location Feasibility/Design Sub-Committee voted to approve the Bolton & Menk report and send it to the POPS Leadership Team.
- POPS Committee held a public meeting in late July at Giesenbrau to present and discuss the findings of the report by Bolton & Menk. More than 50 attended.
- The POPS Leadership Team met and approved the Bolton & Menk report.

WHAT WE KNOW TODAY

The POPS Committee mission is:

- ***“To build a multi-purpose outdoor performance facility to celebrate the arts and other community gatherings from music to theatre to dance to visual arts and much more.”***

We are aware that:

- ***We are a volunteer, independent group of New Prague citizens interested in building POPS. We know that we are not an official body of the city or any other group. We do not have the authority to select the site. We are presenting the findings of the Bolton & Menk report, knowing that the city, which is providing the land and will maintain the facility, will have the final say on where the POPS is built.***

We all want POPS built in New Prague.

Please also recall that:

- The POPS Committee paid for an approximately \$20,000 study by Bolton & Menk to do an independent study of the three sites on which the POPS structure could be built – all publicly owned properties of the city – Memorial Park, City Center and the Sliding Hill Skate Park. The Park Board many months ago allocated \$5,000 to assist our volunteer committee with the payment of this study. We thank them for their generosity.
- The POPS Location Feasibility/Design Sub-Committee was the lead group in working with Bolton & Menk on the site study. Members of this sub-committee are:

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- Steve Frost, sub-committee lead
- Pat Sullivan
- Joe Barten
- Larry Pint
- Eddie Shimota
- Karen Steinhoff
- Stef Tupy
- Kay Wilcox
- Den Gardner

This sub-committee voted unanimously to approve the report as prepared by Bolton & Menk and send it to the POPS Leadership Team for review.

- The 15-person POPS Leadership Team (see members below) voted 12 in favor of the study by Bolton & Menk, two opposed and one abstention. Regarding the site rankings, Memorial Park was the clear number one choice by Bolton & Menk, based on its criteria, with the other two sites pretty much equal in rankings.

The POPS Leadership Team consists of:

- Den Gardner, Chair
- Karen Steinhoff, Vice-Chair
- Bruce, Wolf, Treasurer
- Sandi Loxton, Secretary
- Andy Beckius
- Tony Buthe
- Pastor Ben Hilding
- Gina Fadden
- Shannon Brusseau
- Lisa Brusseau
- Jon Colling
- Joe Barten
- Brooke Sticha
- Larry Pint
- Steve Frost

Reasons for the majority favorable vote included:

- The location is centrally located in an entertainment area already created, with a large playground, golf course, Park Ballroom, etc., in the area. This makes it a family-rich location.

Page 4

- The area fits nicely for the crowds expected at the facility – 500+. The landscape also works well for people who will be bringing lawn chairs and blankets to events.
- It provides shade from the many trees in the area. We are aware that some ash and/or oak trees may be removed in the next couple years because of disease).
- There is ample street and lot parking in the area, knowing on rare occasions there may be a POPS event, golf tournament and an event in the Park Ballroom at the same time.
- The land is already being utilized as a public place. The other sites, especially City Center, could be areas someday privately owned, with opportunities for taxes to be gathered from the land. That is not the case with Memorial Park. We are unaware, nor should we be, of any plans at Sliding Hill Skate Park regarding future use as private land.
- The acoustics for performers and attendees has not yet been evaluated by an expert. This will be addressed as we move forward. This is noted so the Park Board understands acoustics are important in the overall process and will be considered by the POPS group.

The 12-2-1 favorable vote for the Bolton & Menk study also resulted in several questions about the Memorial Park site. They included:

- The number of potential trees to possibly be lost at Memorial Park. The Leadership Team is aware that some of the ash and oak trees may be removed because they are diseased. We know you are aware of this through your board.
- Is there adequate parking?
- The subjectivity of the criteria used in the Bolton & Menk rankings. Please review the study for more specific information.
- Will the public continue to have feedback through this process (which we assume is yes).
- How the lack of shade at the other two sites will affect attendance and the cost for shade barriers (estimated by Bolton & Menk at \$300-\$500,000).
- What is the city’s thought process on the future of the City Center land/timing for development.
- Also included is an addendum to the official summary with comments from some of the POPS Leadership Team. These were prepared independently of the POPS Leadership Team and are intended to provide additional information from some POPS Leadership Team members. They are personal comments and information to you.

CONCLUSION

One thing that’s clear throughout the past 18 months: Wherever POPS is built, people want it and believe, like the POPS theme – “It’s Time!” – to have one in New Prague. There are 20+ publicly provided sports facilities/fields in New Prague. There are zero fine arts facilities publicly provided.

Our progress has been steady and the reaction of businesses, individuals and community groups has been tremendous. As chair of this group, I am very thankful for the wonderful work of all those who have given their time or talent or treasure to this effort. We know we have a long way to go to reach our financial goals. But the POPS PDDP Formula – Persistence, Dedication, Diligence and Passion – will carry the day and provide great family entertainment for decades for our residents.

Compilation of City Staff Comments / Concerns – September 2023

Police Department:

Regarding Memorial Park: A few thoughts that come to me on first glance are parking, restrooms, and the limitation of public use due to events. The area can get congested when there is a bb game, event at the ballroom, and the golf course traffic during the warm months.

Utilities Department:

I can agree with most of the comments made in regard to the issues with having it located in the Memorial park area but I think it would work if need be. I think the better location might be the area East of the high school. We would be able to get electricity to that area without issue and for the most part they would have an open slate as to how they want to layout the facility. I would not support them building in the city center area without having a concept plan of that whole area and that is a way off. I think the city center area has some great potential and would hate to have it disturbed by some ill planned ideas.

Building Department:

I think mostly what we (Building) would be interested in would be ADA approved accessible routes and bathrooms.

Public Works/Parks Department:

Public works concerns about the band shelter in Memorial Park.

1. Cutting 100-year-old trees
 2. Picnic shelter and volleyball court being moved and no plans for the new location. City should not be responsible to pay for this.
 3. The only park in New Prague that has the wildlife and nature feel. On top of that located down town for everybody to enjoy.
-

Planning Department:

Most of the resident comments/complaints had concerns on parking, noise and impact on trees specifically about the Memorial Park site. It would seem that the City Center site is very premature for consideration at this time as the entire block really needs a master plan for redevelopment/development which could be a few years away and the impetus for this (the updating of the Comprehensive Plan) will not be completed until early 2024 at the earliest. Sliding Hill Skate Park would best accommodate the facility with minimal issues. Sliding Hill Skate Park

is adjacent to the High School’s large parking lot, which can accommodate large crowds (pending School District approval for lot use during events) Compared to the other two sites, Sliding Hill Skate Park, is further away from residential properties and is truly a site ready for development immediately. Although Planning staff supports the Sliding Hill location at this point, any of the three locations could potentially be a good spot but they all come with their unique challenges. All sites have the question of how will site prep be paid for and any selected location probably should be reviewed as a “conditional use” to ensure that mitigating conditions are put in place to address concerns such as parking, noise, etc.

Compilation of Concerns about POPS Feasibility Study – 9/5/23

1. Steve Frost Letter Dated 8/23/23

8-23-23

TO: New Prague Park Board

Cautions and Considerations Regarding the POPS Feasibility Study

Why risk hurting Memorial Park with POPS when there is a feasible alternate available?

Do Not use the BM Feasibility Study as the sole guide in decisions about the best site for POPS.

The numerical rankings in the Feasibility Study are flawed (and not necessarily how the community would rank the various criteria).

Location and orientation of the POPS is very important.

If a shelter and/or softball courts are removed, where will they be replaced? This would not be an issue if City Center is chosen for the POPS.

Request for additional public input is ongoing.

MEMORIAL PARK CHARACTER

The pastoral character of Memorial Park may be at risk if the POPS is built there.
The value of all the trees in the park should not be understated.

TREES, SHADE, AND GREEN SPACE

Comfort for the performers and the audiences is a goal.

Memorial Park:

Cutting down trees to make room for the POPS is not the only issue.
Traffic and site compaction can be detrimental to existing trees.
Proposed hard surface walks and paths removes 14,500 sq. ft. of lawn green space.

City Center Site:

Planting of trees and landscaping will increase our green space.
Shade possibilities for the City Center Site can be addressed without removing trees.

PARKING

Parking is a major issue for some.
Just because others don't see parking congestion as a problem, we should not be dismissive. All need to be heard. I believe we need to acknowledge the issue, address it, and not just dismiss it.

Is Remote Parking and use of shuttle golf carts a solution?

Are additional parking options adjacent to or close to the chosen site possible?
Balance parking convenience with loss of possible green space.

COST ESTIMATES

Planning level cost estimates to be used during the process of site evaluation were requested for each site.

Preliminary site development costs in the study are marginal and not consistent. However, comparisons of all three sites in the study indicate that they are all within the general same order of magnitude in costs depending which costs are anticipated and included. Costs at one site are often offset by savings in a different feature.

To get a better handle on possible costs the POPS Project needs to have more information to better understand the long-range plans of the city for the City Center site, and what level the City would be financially involved in site development.

How will it all happen and who will be responsible for what. “Where?” is the question at hand as we seek to help you find where the POPS can best serve the community. We request guidance from the city in just how we should proceed, and what the POPS committee can do to help move the project forward.

“Ultimately, if the Memorial Park site is selected for development of the performance stage, the design will need to consider removal of existing amenities, mature trees, extent of earthwork, and sound quality, which are all key considerations to a successful performance stage project.” B&M

- Why cut down trees?
- Why possibly endanger other trees with soil compaction.
- Why incur expense of moving the volleyball courts or picnic shelter?
- Why pave over 14,500 sq. ft. of grassy area for walks and paths?
- Why increase vehicle congestion?
- Why crowd in another amenity into an already comfortable, pastoral park setting?
- Why risk an established mature park?

Another site is available and feasible.
I want to help with the development of the City Center site for the POPS to accommodate community needs and retain the beautiful Memorial Park (and not jeopardize it).

Respectfully,

Stephen G. Frost
952-758-4949

2. Steve Frost Letter Dated 8/17/23

17 August 2023

TO: POPS Leadership Team, POPS Committee, NP Park Board, NP City Staff, NP City Council
FROM: Steve Frost, POPS Location Feasibility/Design Sub-committee Lead
RE: New Prague POPS Site Feasibility Study

We can have our cake and eat it too, but not if we have now gone and spoiled the cake. sgf

Bolton & Menk is the independent firm hired to analyze the three sites proposed for the New Prague Outdoor Performance Stage (POPS), using their professional experience. As lead of the POPS Location Feasibility/Design Subcommittee, and member of the POPS Leadership Team, I wanted to share my personal thoughts about B&M’s ranking of the Memorial Park site as their number one spot for the POPS venue. This is not reflective of the subcommittee I led, as you are all aware that we voted unanimously at the subcommittee’s Tuesday July 18th meeting to recommend the B&M report to the POPS Committee Leadership Team for consideration. **Again, these are my personal thoughts.**

Important decisions will be made by the POPS Committee, the NP Park Board, and the NP City Council in the coming days and weeks concerning the siting of the proposed Praha Outdoor Performance Stage.

I present to you my perspective on things to consider, and to discourage you from voting to move Memorial Park forward as the site for the POPS project. In my personal opinion, Memorial Park is not the best site on which to build the POPS.

Following the Bolton & Menk’s site ranking and feasibility study presentation on Wednesday July 26th this is a time to provide comments on the project and where it might be built. I am swayed and encouraged by points made by the public at that meeting and the days following. As Den Gardner said in Vol. 1, Number 5 of the New Prague Pops Post, “I’ll reserve judgment until we get all the facts.” Since early in the POPS project I’ve actively been helping, and here are my comments and concerns for you to consider or reconsider.

Ranking of the three proposed sites by B&M is hoped to be objective, but Bolton & Menk point out and recognize that there is subjectivity in their ranking of the sites. They provided a comprehensive review of the three sites and provided their recommendation. They conclude their feasibility study:

“Ultimately, any of the three sites could be developed to support a performance facility that would meet the needs of the POPS committee and community.”

Early in the process of working on details of how to proceed on an outdoor performance facility (OPF) we were strongly advised by a former city council member that “the study needs to ensure the site will be in the public’s best interest in the long-term.” I believe that POPS in the Memorial Park site does not meet New Prague’s long-term interests. I was initially an advocate of the Sliding Hill site, but now believe the City Center site option is the best for the community.

Challenges and opportunities exist for each site. City Center site is a blank slate upon which we can write. I believe the POPS can serve as a catalyst for the rehabilitation of the west end of downtown.

Please consider that Memorial Park’s positive amenities can be viewed to help model how the City Center site can be improved. Then in a few years we’d have a rejuvenated west end AND Memorial Park. It is an opportunity.

B&M is not there to make the decision. We are. I’ve tried to be open minded regarding all comments regarding selection of a site for the POPS. The recommendation from the POPS Location/Design Subcommittee was sent by the full subcommittee to the full POPS Committee to act on. The subcommittee is not there to make the decision for the full POPS Committee. There are members of the subcommittee who prefer different sites for their top choice. We can use the B&M feasibility study to guide us. I submit to you that the POPS Location/ Design Subcommittee is not looking for a rubber stamp to their work. The subcommittee is moving the B&M feasibility study to the full POPS Committee for a considered evaluation. I present to you some points regarding why I believe Memorial Park is not the best option for New Prague.

PLEASE CONSIDER:

Early guiding criteria (9/12/22) (provided to B&M) were re-expressed by the public at the 7-26-23 public meeting: the Outdoor Performance Facility (OPF) should not be crowded in, should not sacrifice mature trees, and should not jeopardize other park features or amenities. I don’t believe these criteria are met with the Memorial Park site.

“Ultimately development will impact the tree canopy.” B&M

Eleven criteria were chosen by B&M for the feasibility study. Weighting of criteria may give a more balanced look at how our community would rank the sites. My personal experience with promoting POPS indicates that noise, parking and prohibition of disturbing trees have a very high weight and continue to be voiced by my neighbors and the community.

I believe parking needs to be addressed to relieve congestion and competition for space with the Park Ballroom and golf club. Ignoring it will only exacerbate a problem I believe exists even without a POPS in the park.

“Acoustics will need to be carefully considered in the placement of the OPF.” Bolton & Menk recognize there could be concerns with quality of sound. Optimization for visual and sound quality have been stated criteria since very early in the process. In my opinion the POPS in Memorial Park will not “take advantage of any view or vista” but will interrupt and obscure the open pastoral view that is an asset for the park.

Proximity of habitations is acknowledged as a sensitive criterion and the Memorial Park site is an established park with habitations immediately adjacent to it. Neighbors to the park (including the Frosts) will be the most negatively affected by the siting of the POPS in Memorial Park.

“Consideration will need to be given to orientation of the facility, hours of events, and other mitigation measures to minimize impact on neighboring residents.” B&M
Whichever site is selected, the neighboring residents should be polled to get their direct input so their fears and concerns can be expressed, and possibly be addressed in the design of the POPS.

Planning level cost estimates in the feasibility study are very preliminary for each of the sites. Notably missing for Memorial Park are costs involved for new tree plantings, and site-specific site preparation costs like picnic shelter (and/or volleyball courts) removal and cost to replace elsewhere.

One of B&M Memorial Park concepts suggests it “may require more extensive grading and shaping of the hillside in the long term. This process may ultimately be more costly, and more impactful to the existing tree canopy.”

We need to be mindful of Bolton & Menk’s summary statement:

“Ultimately, if the Memorial Park site is selected for development of the performance stage, the design will need to consider removal of existing amenities, mature trees, extent of earthwork, and sound quality, which are all key considerations to a successful performance stage project.” B&M

The selected site needs to be in the public’s best interest in the long-term. I don’t believe Memorial Park satisfies that criterion. I think the City Center site can.

You can find Bolton & Menk’s full feasibility study at nppops.org if you wish to see the quoted items in context with the report.

If it’s not broken don’t fix it. Memorial Park’s appeal may become broken by crowding in a POPS facility.

Respectfully submitted,

Stephen G. Frost
POPS Location Feasibility/Design Sub-Committee Lead
104 Lexington Ave. S.
New Prague, MN 56071

3. Dr. Jon Colling E-mail Dated 8/24/23

From: "Main Street Dental" <drjon@bevcomm.net>
Sent: Thursday, August 24, 2023 4:54:30 PM
Subject: Re: Caveats to POPS Feasibility Study

Hello to all,

Attached are some additional points related to the POPS site feasibility study.

I am forwarding these caveats/insights and further information as requested to do at our POPS committee meeting.

As Steve's comments were very thorough and a good representation of most of the "dissenting opinions", I tried not to duplicate his thoughts too much.

Most of my comments provide a little more background into best practice management of urban forestry as described in DNR and MNDOT publications, as well as extension service documents. This will be especially important in deciding whether the Memorial park site is the right place and if it is ultimately selected, what must be done if conservation of the oak stand is a goal. (I've shared some links in the document to the most applicable sections for our purposes.) Thank you,

Dr. Jon Colling

Additional Caveats and insights regarding the POPS site selection.

- While the study conducted by Bolton and Menk had a lot of good information to compare relative suitability of the three sites studied, there are some weaknesses inherent in its results.
 - Scoring criteria—all criteria were given the same weight and then totaled for a final score. This would be fair if all were equally “important”, but this is not the case. Which criteria are “more important” than others is certain open to individual opinion, however the most commonly mentioned item of concern at the public meeting and by many committee members as well in conversations with members of the general the public was the existing tree population at the Memorial Park site.
 - Because the scoring criteria don’t weigh different areas differently, they are of more value when looked at categorically and used to compare/contrast the sites. A grand total number can easily cause distortion of the study’s findings.

- **Memorial Park Site**
 - Conservation of trees was a huge concern with regards to this site, especially at the public meeting. It was also an important aspect to the majority of the committee. If this site is selected, it is crucial to preserve its trees as much as possible.
 - Minnesota DNR best practices for urban forestry related to construction delineate specific steps that need to be taken in such a project to prevent unwanted tree loss. Source: “*Conserving Wooded Areas in Developing Communities*”
https://files.dnr.state.mn.us/forestry/urban/bmps_chapter4.pdf
 - These best management practices require very specifics steps be taken to minimize impact of nearby construction projects including:
 - Identification of trees to be preserved
 - Cordoning off the identified trees to their drip line diameters, thereby preventing traffic over root networks or excavation damage during construction.

- No trenching in root areas (deeper tunneling can be possible if necessary)
- Compaction and extensive impermeable coverage can be equally as damaging as excavating through roots and must be avoided. These types of damage/interference may take longer (5-6 years) to kill trees, but have great potential to do so over time.
 - Compaction (as little as several passes over shallow roots) can disrupt the symbiotic mycorrhizae that are responsible for quality root absorption.
 - Excavation or trenching that damages >20% of lateral roots is risky and 40% is highly likely to kill trees.
- Oak trees have shallow root systems (most roots <12”-18”) and can extend to a 90 ft. radius in every direction. This places Oak trees in the “very sensitive” category as it relates to tolerance to root damage.
 - Source: “*Preventing Construction Damage to Trees*”
<https://extension.missouri.edu/publications/g6885>

4. Random comments from Czech Out New Prague on 8/3/23:

Paul Busch from the Ballroom/Legion – regarding site at Memorial Park, noted concerns with parking being a huge problem if too many events occur at one time such as baseball game, golf, event at the ballroom and softball games and maybe even a picnic shelter event. Thinks it’s just too many things going on at Memorial Park.

Other comments from unidentified attendees about a Memorial Park location include: parking and accessibility issues, loss of trees being a concern, noise concerns.

5. Mary Frost E-mail Dated 8/23/23

From: Mary Frost <mbbfrost@earthlink.net>

Sent: Wednesday, August 23, 2023 1:51 PM

Subject: Placement of POPS

Since the Park Board is the next entity on the journey to find a site for POPS, I am directing this letter to you, as the POPS committee has had its meeting to send the process on.

I am writing this with concerns regarding the placement of the POPS in Memorial Park. Using this site is short-sighted.

- This pastoral park is a gem for New Prague. There is no other park like it, nor will there ever be, given the stately old growth trees that canopy this park. **The oaks in this park are centuries old and should be protected rather than further stressed. There is no area in this park where a structure can be placed that will NOT impact the oaks.** It

is used by many for weddings, funerals, family reunions, family picnics, volleyball players, strollers and walkers, very young children who play in the sand of the volleyball courts (and always return it to flat condition).

- Removal of ANY trees will forever change this park. There is even a question now if *non-diseased ash* need to be removed or if they can be treated as I have been told that there is now an effective agent toxic to the emerald ash borer damage.
- Construction equipment and materials brought in will further stress the existing oaks (especially in trees already stressed because of the recent drought years) and this could cause the demise of trees left standing after the POPS is completed. *Case in point: 2 mature old oaks were recently removed from a private residence after the owner had an addition constructed to his/her home. The heavy equipment and construction materials causing compaction for the roots led to the death of the oaks.*
- This area is already overused. Parking is heavy for the ball fields, the Park Ballroom, the Golf Club, and the park itself.
- Global warming is at our front door! Trees are suffering globally – fires destroying them in record numbers and adding to the toxic environment. It is insanity that we would *consciously* remove them for construction of a concrete structure!
- Removing trees for a structure that will be used perhaps 6 months of the year is a travesty. We need to be stewards of the earth, limiting our carbon footprint, not adding to it. This is not the time to be removing carbon-absorbing canopy trees and further stressing the trees that will be left.
- The west end of town is, quite frankly, an eye-sore for anyone coming into New Prague from the west! A vacant, boarded up mill, a large empty gravel lot, a railroad seldom used: these do nothing to encourage people to want to spend any time in this town.
- The city center site, especially, allows us to be forward thinking, adding green spaces and trees and shrubs that will go a long way to beautify an area very much in need of the same. Even the sliding hill site would benefit from added trees and landscaping.
- I have been told, that part of the reason why city center is not desirable is that the city moves too slowly. It behooves us to do this right and not *rush* the wrong solution but look at the future of New Prague.

Finally, an anecdotal story: While I realize the following is not grounded in “research”, “science”, or “data”, sometimes children are much more sentient than we give them credit for. I had two boys, ages 8 and 10 with me. Without telegraphing my feelings at all, I merely told them casually that there could be a bandshell in the park, thinking perhaps they might see it through different eyes as a great place to play in Memorial Park. Their reaction was immediate and strong and they both replied, “WHAT? WHAT? NO WAY! They can’t do that – that park is sacred! All the trees and the quiet grass areas? You can’t put a BUILDING in there!! And what about the volleyball players – what would they do and where would they be able to play?” Their concerns were expressed for all the “giant trees”. It appears that the younger generation is able to see what their world will be if we don’t do something now to protect what we have. It behooves us to carefully consider what our actions will have for our children and grandchildren and not further impact negatively the environment in which we live. I feel that placing this structure in Memorial Park WILL do that.

Those in my generation could be accused of creating the “mess” that we are in right now regarding the state of our earth. We have left the environment in a sorry state for the younger generations to try to clean up and repair the damage that has been done. When my children and grandchildren ask me what I have done to either atone for or improve the environment that they will inherit, I want to be able to say I tried very hard to make a difference and give them an accounting of what I have done. I am trying to make just a little bit of difference in the little corner of the world that we call New Prague. I plead with you to join me in that commitment by saying no to putting this structure in Memorial Park.

Respectfully submitted,

Mary Frost

6. Mary Frost E-mail Dated 8/4/23

From: Steve Frost <bruzekfh@comcast.net>
Sent: Friday, August 4, 2023 10:30 AM
To: NewPraguePOPS@gmail.com
Cc: Ken Ondich <kondich@ci.new-prague.mn.us>; Bruce Wolf <bwolf5771@gmail.com>; Duane Jirik <djirik@ci.new-prague.mn.us>; Maggie Bass <MBass@ci.new-prague.mn.us>
Subject: POPS

Dear POPS committee,

I am writing in regard to the recent meeting and now the front page article that appeared in the August 3, 2023 issue of the NP Times regarding the choice listing Memorial Park as the best option for the outdoor stage.

I don’t know if my husband being the lead on one of the committees constitutes a “conflict of interest” but so be it. I am writing to voice my extreme disappointment and aversion to having Memorial Park as the best site for the outdoor stage. Memorial Park is the ONLY park in New Prague that has a pastoral, peaceful setting. It has been the site of family reunions, weddings, funerals, and quiet camping for the MS 150 bike riders. There is no other park in New Prague like it. It’s ancient, stately trees have been the source of comfort, shade, and peace. It is one of the selling points for visitors to New Prague. When someone at the meeting questioned if the volleyball courts and picnic shelter would be replaced, the answer was that “it was likely”. It is also realistic to expect that trees will need to be removed to make this happen and it was questioned what that process would do to the remaining trees. I see all this as a travesty!

I will admit to you that as a property owner abutting the park (one of many), I cherish the backyard that I have created and the privacy and solitude that it provides. That privacy is affected only when the volleyball courts are used but the users of the courts have been respectful and the impact has been minimal. They do not play loud music and their play is limited in time. The thought of loud music 6, 8, or ? times during the summer months is alarming to the peace of the park and the neighborhood.

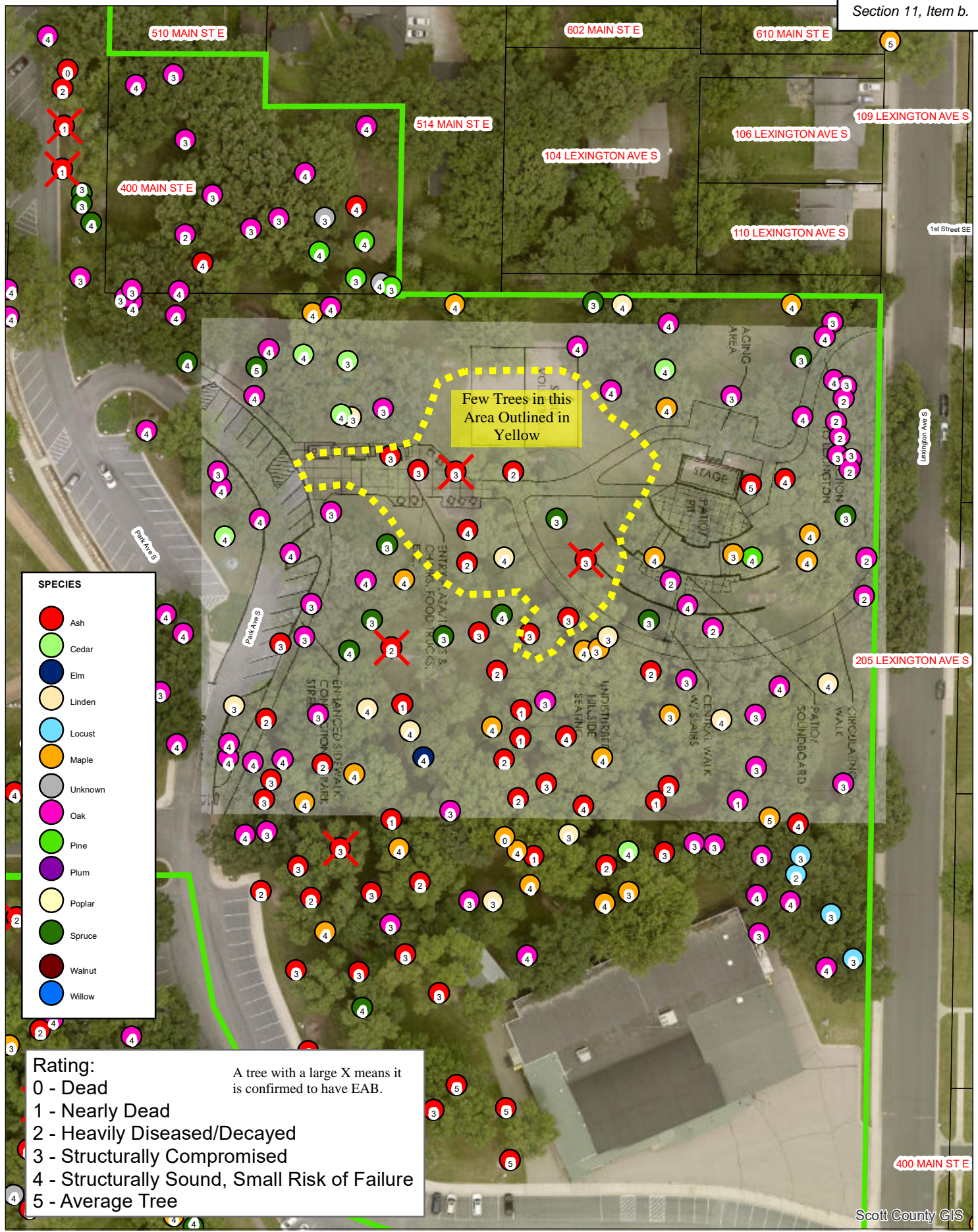
The west end of town (City Center) could use something that is appealing and draws visitors in. Placing the outdoor stage there and creating green space with trees and shrubs would serve both to beautify the area, bring the music closer to downtown, and reduce overuse of Memorial Park with events. With climate change knocking on the front door, it seems to me that we should be stewards of our earth, creating more green spaces instead of removing trees that are so necessary in reducing the carbon footprint of our earth. Creating a green space in the creation of this outdoor stage would be a plus for the environment - removing trees and altering a pastoral setting is a negative for the environment. We need to be progressive in our thinking and not limiting - to care about the environment in our world is imperative. To consider the things that are going to make New Prague a desirable stopping point on one's travels is also imperative. The west end of town could use this green space.

Please do not take one of the gems of New Prague for this outdoor stage!!!

With respect,
Mary Frost

Site Map

Section 11, Item b.



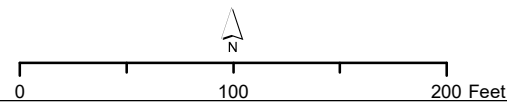
SPECIES

	Ash
	Cedar
	Elm
	Linden
	Locust
	Maple
	Unknown
	Oak
	Pine
	Plum
	Poplar
	Spruce
	Walnut
	Willow

Rating:
 0 - Dead
 1 - Nearly Dead
 2 - Heavily Diseased/Decayed
 3 - Structurally Compromised
 4 - Structurally Sound, Small Risk of Failure
 5 - Average Tree

A tree with a large X means it is confirmed to have EAB.

Prepared by:
 City of New Prague
 Planning Department
 Date: 9/7/23
 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 the data is accurate, the City does not warrant that data in the GIS is error free and represent that the GIS data can be used for purposes such as navigation or other purposes requiring the exact measurement of distance and direction of geographic features. This disclaimer is pursuant to Minnesota Statute 460.03 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.



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 TETZLAFF – CITY ADMINISTRATOR
FROM: KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
MATT RYNDA – PUBLIC WORKS DIRECTOR
SUBJECT: MEMORIAL PARK BASEBALL STADIUM CONCESSIONS USE AGREEMENT
DATE: JANUARY 3, 2024

As indicated during the discussion regarding the 2024 fee schedule, staff noted that the ball team fees for teams that use the Memorial Park Baseball Stadium were still under discussion by the Park Board, staff and all teams that utilize the facility. A related discussion regarding Memorial Park Baseball Stadium is that of the use of the concessions facilities within the stadium.

Dating back to the state amateur baseball tournament in 2018, City Attorney Scott Riggs suggested that an agreement should be put in place with the operator of the concessions area largely due to the sale of alcoholic beverages from a city owned facility and to indemnify the city from any related claims. Staff has recently worked with City Attorney Riggs to draft an agreement specifically between the City and New Prague Orioles who have historical operated the concessions area of Memorial Park Baseball Stadium for all games that occur at the facility, not just for their own games.

Attached is the agreement which has been reviewed and approved by the Orioles. The agreement also includes a payment to the City of \$500 for the 2024 season to utilize the concessions facilities. This amount was determined based on discussions with the Orioles and area teams that have arrangements with cities whereby 10% of net revenues are provided to the City. The Orioles estimated that they make approximately \$5,000 from the concessions and therefore a \$500 fee was discussed for this first agreement. The fee will be reviewed annually with each new agreement.

Staff Recommendation

Approval of the attached “Memorial Park Baseball Stadium Concessions Use Agreement” between the City and New Prague Orioles, Inc for 2024.

**MEMORIAL PARK BASEBALL STADIUM
CONCESSIONS USE AGREEMENT**

THIS CONCESSIONS USE AGREEMENT (the “Agreement”) is entered into on this ___ day of _____, 2024 by and between the City of New Prague, a Minnesota municipal corporation (the “City”), and New Prague Orioles, Inc., a Minnesota nonprofit corporation (“NPO”). The City and NPO may hereinafter be referred to individually as a “Party” or, together, the “Parties.”

RECITALS

WHEREAS, the City owns and operates the Memorial Park Baseball Stadium, a ballpark located at 400 Lexington Avenue South, New Prague, Minnesota 56701 (the “Ballpark”); and

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

WHEREAS, NPO is an amateur baseball organization located within the City and hosts adult amateur baseball games throughout the warm-weather season; and

WHEREAS, NPO desires to use, and the City agrees to allow NPO to use, the concessions and its appurtenances for all baseball games held at the stadium including those not hosted or played by NPO; and

WHEREAS, the Parties wish to memorialize their use agreement in accordance with the terms and conditions set forth herein.

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

AGREEMENT

1. **Recitals**. The above recitals are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Use of Concessions**. The City hereby agrees to permit NPO the exclusive use of the concessions building for all of 2024.
3. **Compensation**. The lease payment from NPO to the City shall be \$500 for the 2024 year.
4. **Parking**. NPO and its members and patrons may use the parking lots located at the Ballpark during all NPO events; provided, however, that the City retains the right to restrict parking in certain parking areas in order to accommodate other events, programming, or activities at the Ballpark or at other nearby City facilities.

5. **Term.** The term of this Agreement shall be for the 2024 season and shall end on 12/31/2024.
6. **Hours.** NPO's use of the concessions shall occur only during prescheduled ballgames.
7. **Concessions; Food and Alcohol.** During prescheduled games, NPO may operate the food and beverage stand at the Ballpark. This authorization shall include the ability to sell wine and strong beer, but only during adult amateur baseball games, provided, however, that NPO first secures a valid wine/strong beer liquor license from the City for the premises and adheres to the insurance requirements provided in Section 9 of this Agreement. NPO agrees to comply with all state and local laws related to food and alcohol sales, and all other rules and regulations imposed at the Ballpark by the City. No consumption of alcohol is allowed at the Ballpark except by sale pursuant to licenses issued by the City. No alcohol shall be sold for off-site consumption, and the NPO are responsible for ensuring that alcohol is only consumed in the area specified in its wine/strong beer liquor license.
8. **Indemnification; Release of Claims.** NPO agrees to release, indemnify, and hold harmless the City from any and all claims, demands, suits, actions, or liabilities resulting from injuries or death to any person, or damage or loss of any property, arising from or alleged to arise from NPO's use of the concessions building pursuant to this Agreement. Each Party agrees to accept full responsibility for its own negligence and actions. Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City under law.

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

9. **Insurance.** Prior to using the Ballpark and throughout the entire term of this Agreement, NPO, at its sole cost and expense, shall maintain in full force and effect general liability insurance in the minimum amounts of \$1,000,000 personal injury, \$1,000,000 per occurrence, \$300,000 fire damage, \$5,000 medical expense, and a general aggregate of at least \$2,000,000, and liquor liability insurance of \$1,000,000 per occurrence and \$2,000,000 general aggregate. A certificate of insurance evidencing compliance with this Agreement shall be provided to the City by NPO and the City shall be named as an additional insured on the insurance policies described herein. Such policies shall contain a stipulation that NPO's insurer(s) will provide sixty (60) days' prior written notice of cancellation of such insurance to the City. The insurance shall be carried by solvent and responsible insurance companies licensed to do business in the State of Minnesota.

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

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

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

If to NPO: New Prague Orioles, Inc.
108 Lincoln Ave. N.
New Prague, MN 56071
Attn: Nick Shoenecker

Or such other address as either Party may provide to the other by notice given in accordance with this provision.

12. **Governing Law.** This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.

13. **Compliance with Other Laws.** NPO agrees to conform to and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City.

14. **Data Practices.** Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. NPO will immediately report to the City any requests from third parties for information relating to this Agreement. NPO agrees to promptly respond to inquiries from the City concerning data requests. NPO agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of NPO’s failure to comply with the requirements of this paragraph; provided that NPO shall have no duty to defend or indemnify where NPO has acted in conformance with the City’s written directions.

15. **Audits.** NPO must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to NPO’s books, records, documents, and accounting procedures and practices that are pertinent to all payments made under this Agreement for a minimum of six years from the termination of this Agreement.

16. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
18. **Entire Agreement.** This Agreement shall constitute the entire agreement between the City and NPO and supersedes any other written or oral agreements between the City and NPO. This Agreement can only be modified in writing signed by both Parties.
19. **Waivers.** By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law. Any waiver by either Party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
20. **Non-Assignability.** Neither Party shall assign an interest in this Agreement, nor shall either Party transfer any interest in the same, without the other Party's written consent.
21. **Modification.** No modifications or amendments may be made to this Agreement unless in writing and signed by both Parties hereto.
22. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

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

CITY OF NEW PRAGUE, MINNESOTA

By: _____
Duane J. Jirik
Its: Mayor

By: _____
Joshua M. Tetzlaff
Its: City Administrator

NEW PRAGUE ORIOLES, INC.

By: _____
Its: _____



UTILITIES COMMISSION MEETING MINUTES

City of New Prague

Wednesday, December 27, 2023 at 8:30 AM

Power Plant - 300 East Main St

1. CALL TO ORDER

The meeting was called to order by Commission President Dan Bishop on Wednesday, December 27, 2023, at 8:30 a.m.

Commissioners present: Dan Bishop, Dick Jordan, Paul Busch, Tom Ewert, and Bruce Wolf
Staff present: GM Bruce Reimers, EOS Ken Zweber, and Finance Director Robin Pikal

2. APPROVAL OF AGENDA

Motion made by Commissioner Jordan and seconded by Commissioner Ewert to approve the agenda. Motion carried (5-0).

3. APPROVAL OF MINUTES

- a. November 27, 2023, Utilities Meeting Minutes
Motion made by Commissioner Wolf, seconded by Commissioner Busch, to approve the November minutes. Motion carried (5-0).

4. UTILITY AND SMMPA BILLS

- a. Approval of accounts payable in the amount of **\$161,110.78** and the SMMPA billing of **\$458,752.64**.
Motion made by Commissioner Ewert, seconded by Commissioner Wolf, 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 Jordan and seconded by Commissioner Ewert to approve the financial reports as presented. Motion carried (5-0).

6. APPROVAL OF 2023 PROPOSED WRITE-OFF'S

- a. Memo
Motion made by Commissioner Bishop, seconded by Commissioner Jordan, to approve the 2023 write-offs in the amount of \$1,768.98.

7. APPROVE THE HIRING OF GENERATION OPERATOR POSITION

- a. Zachary Schelhaas
GM Reimers informed the commission that staff had conducted two interviews out of seven applicants for the power operator position and pending satisfactory outcomes of a background check and drug testing, he would recommend the commission approve the full-time hire of Zachary Schelhaas. Motion

made by Commissioner Ewert, seconded by Commissioner Wolf, approving the hiring. Motion carried (5-0).

8. SMMPA BOARD OF DIRECTORS MEETING

- a. November 8, 2023 (Enclosed)
- b. December 13, 2023 (Bruce)

GM Reimers informed the commission on the following:

- SMMPA staff formed a board on future generation needs along with potential types of generation and locations that would be suitable for gas supply and access to transmission facilities. The board directed SMMPA staff to start preliminary work with the engineering firm DGR on a site located in Owatonna. SMMPA staff also informed the board and member representatives that SMMPA would be offering quick start contracts for members who would like to install more generation in their communities and final pricing will be in the \$7.00/Kw range. GM Reimers told the commission that he felt New Prague should consider installing a minimum of 6 mw of new generation and that he had put money in the 2024 budget to start the engineering process to give some preliminary cost estimates for additional generation facilities. After further discussion, the commission agreed that New Prague has benefited from being able to have enough local generation to carry the community during local transmission outages and provide generation support to the MISO transmission network at a cost that is beneficial to the City of New Prague and SMMPA. A motion was made by Commissioner Wolf and seconded by Commissioner Jordan directing GM Reimers to start preliminary planning for additional generation facilities. Motion carried (5-0).

9. GENERAL MANAGER'S REPORT

GM Reimers reported on the following:

- Electric staff is finishing fall projects with the extended nice weather allowing new services to be installed at MVE Biological and Jeff Belzer’s Chevrolet. The water department has also been working on GIS mapping and treatment plant maintenance.

10. OTHER BUSINESS

None.

11. ADJOURNMENT

Motion made by Commissioner Jordan, seconded by Commissioner Busch to adjourn the December 27, 2023, meeting at 9:53 a.m. Motion carried (5-0).

NEXT COMMISSION MEETING – Monday, January 29, 2024

Respectfully Submitted,

Bruce Reimers
General Manager

**Meeting Minutes
New Prague Park Board
Tuesday, January 9, 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, Maggie Bass, Christine Wolf, Matt Becka, and Jessica Dohm. Absent was Al Hansen. Staff present were Ken Ondich – Planning / Community Development Director, and Kyra Chapman – Planner.

**2. Approve Previous Meeting Minutes
December 12, 2023 Regular Meeting**

A motion was made by Wolf, seconded by Becka, to approve the December 12, 2023, regular meeting minutes. Motion carried (5-0).

3. Review Financial Reports

Planning Director Ondich presented the December financial report. No new home permits were issued during the month of December, however, approximately \$8,400 in Park Dedication fees were collected through the Bricks Boatworks plat. The expenses of the Northside Park lighting and court were under budget than expected. The year-to-date Park Equipment Fund report and comparative years will be presented at the next Park Board meeting.

Barten inquired what the incoming \$9,300 Park Property Acquisition Fund in January 2023 was for.

Planning Director Ondich replied that it was for the farm rental annual payment for the future athletic complex land the city owns adjacent to trunk highway 13/21.

A motion was made by Bass, seconded by Dohm, to approve the financial reports. Motion carried (5-0).

4. Large Assembly Permit: Easter Egg Hunt in Southside Park – 3/30/2024

Planner Chapman introduced the Large Assembly Permit. Bring on the Light Electric is proposing to host an Easter Egg Hunt in Southside Park on March 30th, 2024 from 10:00am – 12:00pm. They anticipate that children ages 0-10 will participate. No live entertainment, fencing, street closures, or alcohol sales are expected. No portable toilets or dumpsters will be provided. The applicant is uncertain how many individuals will participate in the event since this is the first year, they are offering this event.

Jeff and Alex Buresh, applicants and owners of Bring the Light Electric that reside at 705 Main St E, informed the Park Board that they've done a similar event in Belle Plaine last year and wanted to do an Easter Egg Hunt in New Prague to give back to the community.

Barten inquired if a portable restroom will be provided at the event.

Planning Director Ondich believed that there is a portable restroom at Southside Park all year round, but staff will make sure there is one available during the event.

A motion was made by Barten, seconded by Dohm to recommend approval of the Easter Egg Hunt to City Council. Motion carried (5-0).

5. Creek Clean Up Discussion

Planner Chapman introduced the Creek Clean Up event. During the May 2023 Park Board meeting, members recommended that discussions on the Creek Clean Up should begin early in the year to determine a date and help spread the word about the event. Last year, the event occurred on June 10th from 8am – 10 am at Greenway Park. In previous discussions, Park Board members recommended doing the creek clean up in the southwest part of town near Trunk Highway 13 and 21 and Philipp's Creek near Casey's. Park Board members also recommended using Sign Up Genius to see what days worked well for everyone to participate. To better advertise the event, it could be featured in the city newsletter, city Facebook page, or the newspaper.

Dohm recommended that the event should be posted on the New Prague Happenings.

Becka suggested that Sign Up Genius should be used to determine the Park Board's availabilities.

Dohm proposed that the event could happen during the first week of May before the vegetation grows out too much. She mentioned that it's difficult to get students involved with volunteer work after April. It would be best to get the school groups involved with the event sooner rather than later.

Barten stated that Lakeville does a Watershed Cleanup around Earth Day. He inquired how the turnout was at New Prague's Creek Clean Up event last year.

Dohm explained that one individual participated besides the Park Board members and family members.

Barten stated that the City will need to get permission from property owners to clean up the creek in the southwest part of town. Under Minnesota's Water Law, if you're in a water basin or watercourse, the State of Minnesota owns the of the land, but the riverbanks or surrounding land is considered the owner's private property. In other words, it would be considered trespassing if the creek clean up occurred in the riverbanks without the owner's permission.

Becka suggested that he could inform teachers of this event. The teachers will be able to inform their students of this opportunity.

Dohm recommended that instead of sending letters or emails to organizations that have currently adopted the park, staff should call them. It would personalize the experience.

Barten stated that he would like to talk to the Rotary and Chart since the creek runs near their property. Perhaps we can get permission to do the creek clean up around there.

Becka asked what kind of trash collects in the creek.

Planning Director Ondich said that a lot of trash and debris from the highway and Casey's dumpster gets into the creek.

Becka proposed that the creek clean up discussion should be a constant agenda item for awhile to determine a specific day. It might be best to have the event in late April or early May. It could tie in with Earth Day and the Tree Giveaway.

Planning Director Ondich mentioned that the SWCD tree pick up is on April 26th, 2024.

Barten suggested doing the event around April 20th and April 27th. Staff can set up Sign Up Genius to determine what days work best with everyone.

Barten also stated that if there are a lot of volunteers that sign up, they could be split into groups and do sections of the creek. If there aren't a lot volunteers, they could clean up Phillips Park's creek. He mentioned that he'd be willing to create a post about the event on New Prague Happenings. It would be beneficial to get most of the details determined by mid-March.

6. Miscellaneous

- a. **Ball Team Fees Discussion Update** – Planning Director Ondich explained that the city staff will soon be meeting with the School District regarding the City's proposed fees for Memorial Park Baseball Stadium. Legion and Orioles have shown no opposition with proposed price increases. There is a \$500 lease fee for renting the concession area at the stadium rather than doing 10% of their sales. After this first year, staff will have a better idea of what to charge for the leasing of the concession stand.
- b. **2024 Budget Update** – Planning Director Ondich stated that the 2024 Budget is approved and attached to the January 2024 Park Board packet.
- c. **POPS Update**– Planner Chapman stated that more than \$825,000 in three-year pledges have been garnered for the POPS building project. Over 80 entities have helped contribute to this project. At the October 2023 POPS Gala, there were 250

attendees, 50 silent auction items, and an SUV giveaway. Soon the POPS app will be released, providing discounts to several local businesses such as New Prague Golf Club, Downtown Sound, and El Tequila.

Planning Director Ondich added that the City received two small area plan proposals for the City Center area. One proposal was from MSA, our Comprehensive Plan consultant, and the other proposal was from SEH, our City Engineer's firm. Both proposals had similar scopes of work but there was a \$15,000 price difference between the consultants. Ultimately, staff will recommend MSA to the City Council due to their cheaper estimate. Staff have had internal discussions regarding the purchasing of the properties near the railroad at the City Center site. The City may need to look into some grant for property acquisition and demolition. Whether the POPS facility will be located at the City Center or not, something will need to happen at the location.

- d. Disc Golf Course Update** – Planner Chapman explained that after the previous Park Board meeting, staff determined that it would be best not to rearrange the western section of the disc golf course, because it would make the course more cluttered and reduce the drive lengths. Staff intend to add more baskets to the eastern section of the park near the parking lot. In the grant application, we requested two extra baskets and will utilize the existing practice basket, creating a 12-hole disc golf course. According to the Professional Disc Golf Association, most courses are either 9 or 18-hole courses, but there are some courses that are 12, 24, or 27 hole courses. As a general guideline in disc golf, the total hole count should be divisible by 3. Having a 12-hole disc golf course would provide people an opportunity to skip the three baskets in the wet sections of the park.
- e. Dog Park T-Mobile Grant Update** – Planning Chapman informed the Park Board that the application for the T-Mobile Hometown Grant was submitted on 1/2/2024. The T-Mobile Hometown Grant funds projects that encourage local connections in communities that have populations of less than 50,000 people. In mid-February 2024, the city will be informed of its grant status. Each quarter deadline, 25 communities are awarded grant funds. If the City is unsuccessful in acquiring funds, the City may apply again in the spring and summer.

Barten asked if the City requested the \$50,000 maximum.

Planner Chapman stated that the City requested slightly under the maximum for about \$49,000.

- f. Comprehensive Plan Update** – Planning Director Ondich stated that the information that was presented at the Comprehensive Plan's open house can be found on the website at www.new-pragueplan.com. The land use map and mobility map are attached to the January Park Board packet.

Barten inquired when the next Steering Committee would be.

Planning Director Ondich stated that the next Steering Committee meeting will likely occur at the end of January.

7. Adjournment

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

Respectfully Submitted,



Kyra J. Chapman
Planner



ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

City of New Prague

Wednesday, January 10, 2024 at 7:30 AM
City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

The meeting was called to order at 7:30 a.m. by President Brent Quast with the following members present: Brent Quast, Troy Pint, Eric Krogman, Austin Reville, Duane Jirik, and Bruce Wolf.

Absent: Nick Slavik

City staff present: City Administrator Josh Tetzlaff and Planning/Community Development Director Ken Ondich

Others present: Jo Foust – Scott County CDA Business and Community Development Director, Michael Werneke – Scott County CDA Business Development Manager, and Jessica Erickson – Scott County CDA Community Development Manager

2. CONSENT AGENDA

Motion made by Pint, seconded by Quast, to approve. All voted in favor. Motion carried (6-0).

- a. December 13, 2023, EDA Meeting Minutes (Regular and Closed)
- b. Claims for Payment: **\$548.85**

3. FUTURE EDA ENDEAVORS

- a. January 10, 2024
Informational only.

4. SCOTT COUNTY CDA UPDATE

Scott County CDA staff members Jo Foust, Michael Werneke, and Jessica Erickson provided a summary presentation of the vision and initiatives of the Scott County CDA, including economic growth and affordable housing.

5. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM

No meetings in the past month.

6. BUSINESS UPDATES

- a. January 2024
Ondich presented the monthly update.

7. EXECUTIVE DIRECTORS REPORT

8. MISCELLANEOUS

9. ADJOURNMENT

Motion made by Pint, seconded by Krogman, to adjourn the meeting at 8:04 a.m. All voted in favor. Motion carried (6-0).

Respectfully Submitted,

Joshua M. Tetzlaff
City Administrator / EDA Executive Director



SPECIAL ECONOMIC DEVELOPMENT AUTHORITY MEETING - CLOSED MINUTES

City of New Prague

Wednesday, January 10, 2024 at 7:35 AM

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

President Brent Quast called the Closed Meeting to order at 8:07 a.m. with the following members present: Brent Quast, Troy Pint, Eric Krogman, Austin Reville, Duane Jirik, and Bruce Wolf.

Absent: Nick Slavik

City staff present: City Administrator Josh Tetzlaff and Planning/Community Development Director Ken Ondich

2. CLOSED SESSION

Discussion was had on the properties identified as PIN No. 24.934.1770 and PIN No. 24.934.0020.

3. ADJOURNMENT

Motion made by Jirik, seconded by Reville, to adjourn the meeting at 8:44 a.m. All voted in favor. Motion carried (6-0).

Respectfully Submitted,

Joshua M. Tetzlaff
City Administrator / EDA Executive Director