



CITY COUNCIL MEETING AGENDA

City of New Prague

Monday, August 07, 2023 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

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1. CALL TO ORDER

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

3. CONSENT AGENDA

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

- [a.](#) Meeting Minutes
 - i. July 17, 2023, City Council Meeting Minutes
- [b.](#) Claims for Payment: **\$100,250.38**
- [c.](#) Premises Permit Extension Requests for Giesenbräu Bier Co.
 - i. ALS Fundraiser on September 9, 2023
 - ii. Oktoberfest from October 6, 2023, through October 8, 2023
- [d.](#) Call for Public Hearing on the Issuance of an On-Sale Intoxicating Liquor License, Sunday Liquor License, Off-Sale Intoxicating Liquor License, and Dance Permit for Corner Bar
- [e.](#) 412 5th Avenue NW Purchase Agreement

4. CITY ENGINEER PROJECTS UPDATE

- [a.](#) Projects Update - August 7, 2023

5. 2024 STREET AND UTILITY IMPROVEMENT PROJECT

- [a.](#) Soil Boring Proposal

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

(Speakers limited to 5 minutes.)

7. PUBLIC HEARING(S) – 6:00 PM

- [a.](#) R&D Enterprises LLC dba Outlaw Saloon at 103 Main Street West – Approval of the Issuance of an On-Sale Intoxicating Liquor License, Sunday Liquor License, Off-Sale Intoxicating Liquor License, and Dance Permit

8. ORDINANCE(S) FOR INTRODUCTION

9. ORDINANCE(S) FOR ADOPTION

10. RESOLUTIONS

11. GENERAL BUSINESS

- [a.](#) Fire Department Policy Update
- [b.](#) Public Use of Cannabis Discussion
- [c.](#) Sanitary Sewer Feasibility Study RFP

12. MISCELLANEOUS

- [a.](#) Meeting Minutes
 - i. Planning
 - ii. Utilities
- [b.](#) Q2 Ambulance Update
- [c.](#) Comprehensive Plan Project Update
- [d.](#) Emerald Ash Borer Update
- [e.](#) Discussion of Items not on the Agenda

13. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

August 8	6:00 p.m. Park Board
August 9	7:30 a.m. EDA Board
August 9	7:00 p.m. Cedar Lake Sanitary Sewer District
August 14	4:30 p.m. Community Center
August 21	6:00 p.m. City Council
August 22	6:30 p.m. Golf Board
August 23	6:30 p.m. Planning Commission
August 28	3:30 p.m. Utilities Commission
September 4	Holiday – Labor Day
September 5	6:00 p.m. City Council

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

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City Council Meeting
Monday, July 17, 2023

CALL TO ORDER

Mayor Duane Jirik called the meeting to order at approximately 6:00 p.m. with the following members present: Maggie Bass, Duane Jirik, Bruce Wolf, Rik Seiler, and Shawn Ryan.

Staff Present at Meeting: City Administrator Joshua Tetzlaff, Police Chief Tim Applen, General Manager Bruce Reimers, Public Works Director Matt Rynda, and Planning/Community Development Director Ken Ondich.

APPROVAL OF REGULAR AGENDA

Motion by Councilmember Seiler, seconded by Councilmember Bass to approve the Regular Agenda. All voted in favor. Motion carried (5-0).

CONSENT AGENDA

Mayor Jirik asked if there were any updates to the Consent Agenda. Councilmember Wolf requested to exclude Item F from the Consent Agenda. Motion by Councilmember Wolf, seconded by Councilmember Seiler to approve the Consent Agenda, as amended. All voted in favor. Motion carried (5-0).

A. Meeting Minutes

- i. June 20, 2023, City Council Meeting Minutes
- ii. June 26, 2023, Special City Council Meeting Minutes (Closed)

B. Claims for Payment: \$2,448,385.42

C. Q2 Financial Report for Period Ending June 30, 2023

D. Temporary On-Sale 3.2 Beer Permit for the Chamber of Commerce - Czech Out New Prague on August 3, 2023, at Memorial Park, 400 Main Street E, 5-8pm

E. Temporary (1-4 Day) On-Sale Liquor License for the Chamber of Commerce - Dožinky Days Festival and Car Cruise on September 15-16, 2023, Central Avenue N (on street)

F. Amendment #1 for Public Tree Inventory Agreement with Bolton & Menk

G. Alcohol Compliance Violation

H. Call for Public Hearing on the Issuance of an On-Sale Intoxicating Liquor License, Sunday Liquor License, Off-Sale Intoxicating Liquor License, and Dance Permit for R&D Enterprises LLC dba Outlaw Saloon at 103 Main Street West

CITY ENGINEER PROJECTS UPDATE

City Engineer Chris Knutson provided a memo with updates from various projects taking place around the City. No action was taken.

2024 STREET AND UTILITY IMPROVEMENT PROJECT

A. 2024 Street and Utility Improvement Project

- i. Resolution #23-07-17-01 - Ordering Preparation of Feasibility Report. Councilmember Seiler made a motion to approve the resolution, which was seconded by Councilmember Wolf. All voted in favor. Motion carried (5-0).

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- B. 10th Avenue SE Flashing Beacon. A motion to give authorization for the advertisement of bids was made by Councilmember Bass and seconded by Mayor Jirik. All voted in favor. Motion carried (5-0).
- i. Advertisement for Bids
 - ii. Construction Plans

PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA

No participants spoke at the meeting.

PUBLIC HEARINGS

- A. Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses. Mayor Jirik opened the public hearing, and City Administrator Tetzlaff spoke briefly. One member of the public, Derek Larson, addressed the Council. Motion made by Councilmember Seiler, seconded by Councilmember Ryan to come out of the public hearing. All voted in favor. Motion carried (5-0).

ORDINANCE(S) FOR INTRODUCTION

There were no ordinances for introduction at this meeting.

ORDINANCE(S) FOR ADOPTION

- A. Ordinance #338 - Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses. Councilmember Bass made a motion for adoption of the ordinance. It was seconded by Councilmember Wolf. All voted in favor. Motion carried (5-0).

RESOLUTIONS

- A. Resolution #23-07-17-02 - Declaring the Official Intent of City of New Prague to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations and Establishing Procedures for Additional Declarations of Official Intent. Mayor Jirik made a motion to approve the resolution, which was seconded by Councilmember Seiler. All voted in favor. Motion carried (5-0).
- B. Resolution #23-07-17-03 - Foundry Hill Park Baseball Field Improvements Donation from New Prague Youth Baseball Association. Councilmember Ryan moved to approve, seconded by Councilmember Bass. All voted in favor. Motion carried (5-0).

GENERAL BUSINESS

- A. Rental Dwelling Unit Inspection Ordinance Update. After hearing from Planning/Community Development Director Ken Ondich, discussion was had. Councilmember Seiler moved to approve forwarding to the Planning Commission for a public hearing, and Councilmember Wolf seconded the motion. All voted in favor. Motion carried (5-0).
- B. Schedule City Administrator Annual Review. The review will take place immediately following the City Council meeting on August 7, 2023, in a closed session.
- C. Amendment #1 for Public Tree Inventory Agreement with Bolton & Menk. Councilmember Bass motioned to approve the agreement, and

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Councilmember Seiler seconded. All voted in favor. Motion carried (5-0).

MISCELLANEOUS

A. Commission and Board Meeting Minutes

- i. Utilities
- ii. Golf
- iii. Planning
- iv. Park
- v. EDA

B. 2022 Population Update

C. Discussion of Items not on the Agenda

- a. City Administrator Tetzlaff thanked Barb Ulschmid, Jess Schoenwald, and Robin Pikal for their work in getting CivicPlus, the City's electronic meeting management software, established.
- b. City Administrator Tetzlaff advised that the Minnesota Department of Health informed the City of New Prague that there is some remaining asbestos at 208 Central Avenue North from the demolition of the house. The City is responsible for full remediation and is addressing the issue. A press release will be posted in the New Prague Times.
- c. Councilmember Wolf had follow up questions regarding Foundry Hill Park's baseball field improvements.
- d. General Manager Reimers spoke about the safety of the City's drinking water.

Motion by Councilmember Bass, seconded by Councilmember Seiler, to adjourn at approximately 7:33 p.m. All voted in favor. Motion carried (5-0).

ATTEST:

Duane J. Jirik
Mayor

Joshua M. Tetzlaff
City Administrator

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
8/07/2023

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
ADVANCED GRAPHIX, INC.	REFLECTIVE LICENSE PLATES	\$71.00	
BEVCOMM	TELEPHONE	\$88.61	
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$64.47	
CL BENSON CO., INC	FILTERS	\$64.20	
EMERGENCY AUTOMOTIVE TECHNICIAN	TRUCK LIGHTS	\$124.95	
LAKERS NEW PRAGUE SANITARY	TRASH	\$20.42	
NEW PRAGUE UTILITIES	UTILITIES	\$1,086.71	
VOYAGER FLEET SYSTEMS	FUEL	\$728.82	
TOTAL:			\$2,249.18
<u>COUNCIL</u>			
QUILL CORPORATION	NEWSLETTER PAPER	\$112.95	
SUEL PRINTING	COUNCIL MINUTES / R&D ENTERPRISES	\$1,440.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$274.98	
TOTAL:			\$1,827.93
<u>ADMINISTRATION</u>			
BEVCOMM	TELEPHONE	\$98.40	
QUILL CORPORATION	OFFICE SUPPLIES	\$2.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$513.00	
TOTAL:			\$613.40
<u>TECH NETWORK</u>			
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$6,458.58	
TOTAL:			\$6,458.58
<u>ATTORNEY</u>			
SCOTT COUNTY ATTORNEY'S OFFICE	COURT FINES - JUNE	\$3,265.44	
TOTAL:			\$3,265.44
<u>ENGINEER</u>			
SEH	ENGINEERING FEES	\$79.00	
SEH	MSAS SERVICES	\$340.00	
TOTAL:			\$419.00
<u>PLANNING</u>			
AMAZON CAPITAL SERVICES	CAT 6 ETHERNET CABLE	\$5.72	
BEVCOMM	TELEPHONE	\$43.34	
METRO SALES, INC	COPIER LEASE	\$111.38	
MSA PROFESSIONAL SERVICES, INC	COMPREHENSIVE PLAN UPDATE	\$14,440.00	
QUILL CORPORATION	PAPER	\$94.73	
SUEL PRINTING	ZONING AMENDMENTS	\$96.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$27.18	
TOTAL:			\$14,818.35
<u>GOVERNMENT BUILDING</u>			
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$31.50	
DUAL AIR INC.	SERVER ROOM A/C	\$370.30	
JANI-KING OF MINNESOTA, INC	CLEANING SERVICE	\$1,286.63	
LAKERS NEW PRAGUE SANITARY	TRASH	\$86.36	
MEI TOTAL ELEVATOR SOLUTION	ELEVATOR MAINTENANCE	\$66.30	
NEW PRAGUE UTILITIES	UTILITIES	\$1,521.73	
TOTAL:			\$3,362.82

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
8/07/2023

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>POLICE</u>			
ANCOM COMMUNICATIONS	PORTABLE RADIO BATTERIES	\$341.00	
AT&T MOBILITY	CELL PHONES	\$520.70	
BEVCOMM	TELEPHONE	\$104.65	
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$15.75	
DUAL AIR INC.	A/C REPAIR	\$116.50	
JOHNSON TOWING INC	SQUAD 317	\$85.00	
MOTOROLA SOLUTIONS, INC.	PORTABLE RADIO MICROPHONE	\$95.76	
NICK FOLKERTS	MEAL REIMBURSEMENT	\$45.42	
PETERSON COUNSELING AND CONSULTING	CONSULTING SERVICE	\$255.00	
STREICHER'S	PRACTICE AMMO	\$421.92	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$279.14	
VERIZON WIRELESS	SQUAD BROADBAND	\$200.05	
VOYAGER FLEET SYSTEMS	FUEL	\$1,732.59	
TOTAL:			\$4,213.48
<u>FIRE</u>			
ADVANCED GRAPHIX, INC.	REFLECTIVE LICENSE PLATES	\$71.00	
BEVCOMM	TELEPHONE	\$88.61	
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$64.48	
CL BENSON CO., INC	FILTERS	\$64.20	
EMERGENCY AUTOMOTIVE TECHNICIAN	TRUCK LIGHTS	\$124.95	
LAKERS NEW PRAGUE SANITARY	TRASH	\$20.42	
NEW PRAGUE UTILITIES	UTILITIES	\$1,086.72	
VOYAGER FLEET SYSTEMS	FUEL	\$309.10	
TOTAL:			\$1,829.48
<u>BUILDING INSPECTOR</u>			
AMAZON CAPITAL SERVICES	CAT 6 ETHERNET CABLE	\$5.73	
BEVCOMM	TELEPHONE	\$43.34	
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$24.45	
METRO SALES, INC	COPIER LEASE	\$111.38	
QUILL CORPORATION	PAPER	\$94.72	
ULINE	ZIP BAGS	\$81.79	
VOYAGER FLEET SYSTEMS	FUEL	\$128.14	
TOTAL:			\$489.55
<u>STREET</u>			
AMAZON CAPITAL SERVICES	COMPOST GRANT - FIBER	\$94.82	
AMAZON CAPITAL SERVICES	PORTFOLIO - MATT	\$8.00	
BEVCOMM	TELEPHONE	\$74.07	
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$129.45	
CRYSTEEL TRUCK EQUIPMENT	2024 PLOW TRUCK EQUIPMENT	\$134,000.00	
EARL F. ANDERSEN	STREET SIGNS	\$1,072.50	
LAKERS NEW PRAGUE SANITARY	TRASH	\$103.88	
METRO SALES, INC	COPIER LEASE	\$167.23	
NEW PRAGUE UTILITIES	UTILITIES	\$365.60	
NIEMAN ROOFING, INC.	ROOF REPAIR PUBLIC WORKS	\$715.00	
OESTREICH REPAIR	MOUNTING TIRES	\$185.00	
POMP'S TIRE SERVICE, INC.	TIRES	\$494.88	
RIVER COUNTRY COOP	DIESEL FUEL	\$1,610.15	
STAR GROUP, LLC.	SUPPLIES	\$17.85	
SUEL PRINTING	COMPOST GRANT	\$85.52	
TIM'S SMALL ENGINE SERVICE	SAW CHAINS	\$71.97	
TRUCK CENTER COMPANIES	2024 FREIGHTLINER 108SD	\$62,901.05	
TRUCK CENTER COMPANIES	TRUCK PARTS	\$367.26	
US BANK	COPIER LEASE	\$89.10	
VOYAGER FLEET SYSTEMS	FUEL	\$851.21	
WM. MUELLER & SONS, INC.	BLACKTOP	\$240.00	
ZARNOTH BRUSH WORKS, INC.	SWEEPER BROOM	\$274.50	
TOTAL:			\$203,919.04

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
8/07/2023

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<u>STREET LIGHTS</u>			
NEW PRAGUE UTILITIES	UTILITIES	\$4,065.05	
TOTAL:			\$4,065.05
<u>AQUATICS CENTER / FITNESS CENTER</u>			
NEW PRAGUE AREA SCHOOLS	FITNESS & AQUATIC CENTER LOSSES	\$127,095.00	
TOTAL:			\$127,095.00
<u>PARKS</u>			
AMAZON CAPITAL SERVICES	LANDSCAPE STAKES	\$119.97	
AMAZON CAPITAL SERVICES	PORTFOLIO - MATT	\$4.00	
BARGEN INCORPORATES	SEALCOAT TRAILS	\$17,580.00	
BEVCOMM	TELEPHONE	\$32.01	
BOLTON & MENK, INC.	PUBLIC TREE SURVEY	\$4,697.00	
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$112.65	
DUAL AIR INC.	A/C REPAIR	\$116.50	
GENERATION BUILDING CENTER	EXPANSION JOINT	\$46.90	
GLACIAL RIDGE GROWERS, INC	CITY HALL - LANDSCAPING	\$63.20	
HERITAGE LANDSCAPE SUPPLY GROUP	HERBICIDE & ADDITIVE	\$458.06	
LAKERS NEW PRAGUE SANITARY	TRASH	\$326.30	
LONSDALE HARDWARE & RENTAL	WATERING WAND	\$59.97	
MCMASTER-CARR SUPPLY COMPANY	SCREWS	\$33.87	
MIDWEST PLAYSCAPES INC	SPRING	\$215.71	
MTI DISTRIBUTING, INC	TORO FAN	\$521.69	
NEW PRAGUE UTILITIES	UTILITIES	\$2,977.66	
POMP'S TIRE SERVICE, INC.	TIRES	\$1,041.04	
ST LOUIS MRO, INC	DRUG TESTING	\$20.00	
TIM'S SMALL ENGINE SERVICE	TORO BRACKET	\$29.08	
TIM'S SMALL ENGINE SERVICE	WEED WHIP PARTS	\$126.16	
TONY KUBES	EAB GRANT - STUMP REMOVAL	\$1,155.00	
VOYAGER FLEET SYSTEMS	FUEL	\$939.88	
TOTAL:			\$30,676.65
<u>PARK BOARD</u>			
SCOTT'S CONCRETE SERVICES	BASKETBALL COURT	\$33,000.00	
TWIN CITY SEED CO.	BASKETBALL COURT	\$2,024.20	
TOTAL:			\$35,024.20
<u>LIBRARY</u>			
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$15.75	
JANI-KING OF MINNESOTA, INC	CLEANING SERVICE	\$743.27	
NEW PRAGUE UTILITIES	UTILITIES	\$1,093.52	
TOTAL:			\$1,852.54
GENERAL FUND TOTAL:			\$442,179.69
<u>FUND 227 - SPECIAL REVENUE - RENTAL</u>			
AMIGOS QUALITY ENVIRONMENT	RENTAL HOUSE CLEAN UP	\$850.00	
TOTAL:			\$850.00
<u>FUND 422 - CAPITAL PROJECTS - CIP 2023</u>			
BRAUN INTERTEC	CIP 2023 - SUNRISE / SUNSET	\$2,091.85	
SEH	CIP 2023 - SUNRISE / SUNSET	\$70,008.75	
TOTAL:			\$72,100.60
<u>FUND 602 - ENTERPRISE - SANITARY SEWER</u>			
ADAM JIRAK	MWOA CONFERENCE	\$42.52	
AMAZON CAPITAL SERVICES	AIR COMPRESSOR BELT	\$182.87	
AMAZON CAPITAL SERVICES	HARD HAT CHIN STRAPS	-\$31.39	
AMAZON CAPITAL SERVICES	PORTFOLIO - MATT	\$6.00	
AMAZON CAPITAL SERVICES	SCREEN PROTECTOR	\$6.79	

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
8/07/2023

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
BEVCOMM	TELEPHONE	\$206.06	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$1,538.42	
FLAHERTY & HOOD, P.A.	MESERB MEMBERSHIP	\$2,938.00	
GRAINGER	ACTUATOR	\$492.14	
GRAINGER	HARD HAT CHIN STRAPS	\$45.44	
GRAINGER	PRESSURE GAUGES	\$76.24	
GRAINGER	PVC FITTINGS	\$208.11	
GRAINGER	RELAYS & DIN RAIL	\$37.90	
GRAINGER	VFD	\$734.34	
HAWKINS, INC	AZONE	\$2,474.68	
INDUSTRIAL PNEUMATIC SYSTEM	FLOAT DRAIN ASSEMBLY	\$247.54	
INTERSTATE CHIROPRACTIC, LLC	DRUG TESTING	\$25.00	
LAKERS NEW PRAGUE SANITARY	TRASH	\$243.20	
METRO SALES, INC	COIPER LEASE	\$50.28	
MN PUMP WORKS	BARMESA PUMP	\$3,459.25	
MN PUMP WORKS	MAIN LIFT STATION PUMP REPAIR	\$4,784.08	
MN PUMP WORKS	SOFT START PUMP	\$3,672.00	
MN VALLEY TESTING LABS	TESTING	\$135.08	
NEW PRAGUE UTILITIES	UTILITIES	\$20,588.38	
POMP'S TIRE SERVICE, INC.	TIRES	\$494.88	
PVS TECHNOLOGIES, INC	FERRIC CHLORIDE	\$12,247.76	
QUALITY FLOW SYSTEMS, INC.	FIELD LABOR - SPEED CONTROL	\$200.00	
QUALITY FLOW SYSTEMS, INC.	LIFT STATION PUMP REHAB	\$11,793.00	
SALTCO	SALT	\$70.00	
ST LOUIS MRO, INC	DRUG TESTING	\$20.00	
STAR GROUP, LLC.	SUPPLIES	\$53.04	
SWANSON FLO	TEMP SWITCH	\$694.21	
VOYAGER FLEET SYSTEMS	FUEL	\$191.00	
TOTAL:			\$67,926.82
FUND 606 - ENTERPRISE - STORM UTILITY			
AMAZON CAPITAL SERVICES	PORTFOLIO - MATT	\$1.99	
VOYAGER FLEET SYSTEMS	FUEL	\$8.18	
ZARNOTH BRUSH WORKS, INC.	SWEEPER BROOM	\$823.50	
TOTAL:			\$833.67
FUND 651 - ENTERPRISE - AMBULANCE			
CENTRAL FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	\$15.75	
LAKERS NEW PRAGUE SANITARY	TRASH	\$20.42	
NEW PRAGUE UTILITIES	UTILITIES	\$448.69	
TOTAL:			\$484.86
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			\$584,375.64

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
03/16/20

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
BEVCOMM	TELEPHONE	\$112.28	
GRAINGER	BRASS ADAPTOR	\$65.33	
LAKERS NEW PRAGUE SANITARY	TRASH	\$19.67	
MINNESOTA MUNICIPAL UTILITIES	DRUG & ALCOHOL TESTING FEE	\$18.75	
VOYAGER FLEET SYSTEMS	FUEL	\$179.94	
TOTAL:			\$395.97
<u>COUNCIL</u>			
SUEL PRINTING	COUNCIL MINUTES / AMBULANCE	\$1,288.00	
TOTAL:			\$1,288.00
<u>ADMINISTRATION</u>			
AEM WORKFORCE SOLUTIONS LLC	EMPLOYEE HANDBOOK	\$971.14	
BEVCOMM	TELEPHONE	\$373.72	
LEAGUE OF MINNESOTA CITIES	2020 MCMA ANNUAL CONFERENCE	\$520.00	
TWIST OFFICE PRODUCTS	OFFICE SUPPLIES	\$87.29	
VERIZON WIRELESS	TELEPHONE	-\$23.23	
VETERAN SHREDDING	SHREDDING SERVICE	\$8.00	
TOTAL:			\$1,936.92
<u>TECH NETWORK</u>			
MACH LUMBER INC	CONCRETE	\$117.71	
TOTAL:			\$117.71
<u>ELECTIONS</u>			
LAU'S BAKERY	ELECTION ROLLS	\$22.00	
TWIST OFFICE PRODUCTS	OFFICE SUPPLIES	\$10.12	
TOTAL:			\$32.12
<u>ENGINEER</u>			
SCOTT COUNTY TREASURER	2020 SCALE FEE	\$2,100.00	
TOTAL:			\$2,100.00
<u>PLANNING</u>			
BEVCOMM	TELEPHONE	\$227.70	
METRO SALES, INC	COPIER LEASE	\$53.75	
SCOTT COUNTY RECORDER	RECORDING FEE	\$46.00	
SUEL PRINTING	ZONING AMENDMENTS	\$112.00	
VERIZON WIRELESS	TELEPHONE	\$42.65	
VOYAGER FLEET SYSTEMS	FUEL	\$28.82	
TOTAL:			\$510.92
<u>GOVERNMENT BUILDING</u>			
AIRGAS USA, LLC	FIRST AID SUPPLIES	\$6.44	
GRAINGER	ANTISEPTIC WIPES	\$6.21	
JANI-KING OF MINNESOTA, INC	CLEANING SERVICE	\$1,255.00	
LAKERS NEW PRAGUE SANITARY	TRASH	\$83.02	
MEI TOTAL ELEVATOR SOLUTION	ELEVATOR MAINTENANCE	\$57.23	
MEI TOTAL ELEVATOR SOLUTION	HYD. CYLINDER - ELEVATOR	\$3,555.00	
TOTAL:			\$4,962.90
<u>POLICE</u>			
AT&T MOBILITY	CELL PHONES	\$492.67	
BEVCOMM	TELEPHONE	\$262.43	
GUARDIAN TRACKING, LLC	ANNUAL SOFTWARE SUBSCRIPTION	\$864.00	
MADD MN STATE OFFICE	DEATH NOTIFICATION TRAINING	\$50.00	
TWIST OFFICE PRODUCTS	PAPER	\$7.84	

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
03/16/20

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
VERIZON WIRELESS	MOBILE BROADBAND	\$280.24	
VETERAN SHREDDING	SHREDDING SERVICE	\$40.00	
VOYAGER FLEET SYSTEMS	FUEL	\$1,392.62	
TOTAL:			\$3,389.80
<u>FIRE</u>			
BEVCOMM	TELEPHONE	\$112.28	
GRAINGER	BRASS ADAPTOR	\$65.33	
HILDI, INC.	ACTUARIAL REPORT	\$2,350.00	
LAKERS NEW PRAGUE SANITARY	TRASH	\$19.66	
MINNESOTA MUNICIPAL UTILITIES	DRUG & ALCOHOL TESTING FEE	\$18.75	
VOYAGER FLEET SYSTEMS	FUEL	\$107.92	
TOTAL:			\$2,673.94
<u>BUILDING INSPECTOR</u>			
BEVCOMM	TELEPHONE	\$32.90	
METRO SALES, INC	COPIER LEASE	\$53.75	
VERIZON WIRELESS	TELEPHONE	\$97.66	
VOYAGER FLEET SYSTEMS	FUEL	\$76.43	
TOTAL:			\$260.74
<u>STREET</u>			
ACE HARDWARE & PAINT	SUPPLIES	\$118.71	
AIRGAS USA, LLC	FIRST AID SUPPLIES	\$67.63	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$59.84	
AMAZON CAPITAL SERVICES	WELDING GLOVES / WELDING BRUSH	\$48.26	
BEVCOMM	TELEPHONE	\$172.10	
GRAINGER	BREATHING BARRIER	\$13.67	
GRAINGER	BURN DRESSING	\$27.39	
LAKERS NEW PRAGUE SANITARY	TRASH	\$83.02	
MACH LUMBER INC	PLYWOOD	\$38.00	
METRO SALES, INC	COPIER LEASE	\$125.18	
POMP'S TIRE SERVICE, INC.	TRAILER TIRES	\$705.50	
PREFERRED WELDING SALES	WELDING SUPPLIES	\$110.00	
RIVER COUNTRY COOP	DIESEL FUEL	\$3,731.17	
RIVER COUNTRY COOP	OIL	\$223.80	
STAR GROUP, LLC.	SUPPLIES	\$209.07	
TRUEMAN WELTERS	PRONOVOST P-1040 BLOWER	\$23,241.04	
VERIZON WIRELESS	CONNECTION CARDS	\$17.51	
VERIZON WIRELESS	TELEPHONE	\$264.42	
VOYAGER FLEET SYSTEMS	FUEL	\$479.77	
ZORO TOOLS, INC.	COMPRESSOR FILTER	\$38.38	
ZORO TOOLS, INC.	SAW BLADE	\$112.40	
TOTAL:			\$29,886.86
<u>PARKS</u>			
A&B AUTO ELECTRIC, INC.	BELOS ALTERNATOR	\$150.00	
ACE HARDWARE & PAINT	SUPPLIES	\$49.23	
AIRGAS USA, LLC	FIRST AID SUPPLIES	\$41.83	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$9.68	
ASPEN EQUIPMENT CO	SEAL KIT	\$19.60	
GRAINGER	ANTISEPTIC WIPES	\$8.28	
LAKERS NEW PRAGUE SANITARY	TRASH	\$66.96	
PREFERRED WELDING SALES	WELDING SUPPLIES	\$20.00	
STAR GROUP, LLC.	SUPPLIES	\$135.54	
STONEBROOKE EQUIPMENT INC	PLOW SNOW SHOES	\$940.80	
TIM'S SMALL ENGINE SERVICE	CHAINS	\$45.85	
TOWN & COUNTRY SEWER SERVICE	PORTABLE RESTROOMS	\$260.00	
VERIZON WIRELESS	TELEPHONE	\$133.74	
VOYAGER FLEET SYSTEMS	FUEL	\$571.64	
TOTAL:			\$2,453.15

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
03/16/20

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
LIBRARY			
AMAZON CAPITAL SERVICES	VACUUM CLEANER	\$69.99	
JANI-KING OF MINNESOTA, INC	CLEANING SERVICE	\$725.00	
TOTAL:			<u>\$794.99</u>
GENERAL FUND TOTAL:			<u>\$50,804.02</u>
FUND 418 - TH 19 PROJECT (2020)			
SUEL PRINTING	LEGAL AD - BIDS	\$1,403.00	
TOTAL:			<u>\$1,403.00</u>
FUND 602 - ENTERPRISE - SANITARY SEWER			
ACE HARDWARE & PAINT	SUPPLIES	\$70.94	
AEM WORKFORCE SOLUTIONS LLC	EMPLOYEE HANDBOOK	\$197.90	
AIRGAS USA, LLC	FIRST AID SUPPLIES	\$50.10	
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	\$36.95	
AMAZON CAPITAL SERVICES	FLASH DRIVES	\$32.99	
BEVCOMM	BROADBAND	\$249.75	
BEVCOMM	TELEPHONE	\$183.87	
BOB BREZINA	MRWA MEAL REIMBURSEMENT	\$40.00	
BUSCHO ENTERPRISES, LLC	HAUL SLUDGE	\$5,120.00	
CITY OF MONTGOMERY	SEPTIC DUMPING FEE	\$5,824.00	
GRAINGER	EYEBOLT	\$11.77	
JOE WAGNER	MRWA MEAL REIMBURSEMENT	\$15.00	
LAKERS NEW PRAGUE SANITARY	TRASH	\$393.53	
MACH LUMBER INC	CONCRETE	\$9.57	
MACH LUMBER INC	LUMBER	\$28.85	
MN VALLEY TESTING LABS	TESTING	\$190.00	
MPCA	ANNUAL PERMIT	\$5,900.00	
NOVAK COMPANIES	BEARINGS & SLEEVES	\$145.00	
O'REILLY AUTOMOTIVE, INC	OIL SEAL	\$43.92	
SALTCO	MONTHLY SALT	\$756.25	
SHERWIN WILLIAMS	SAFETY BLUE PAINT	\$85.14	
STAR GROUP, LLC.	SUPPLIES	\$631.89	
UTILITY CONSULTANTS	SAMPLES	\$995.50	
VERIZON WIRELESS	CONNECTION CARDS	\$17.50	
VERIZON WIRELESS	TELEPHONE	\$173.42	
VETERAN SHREDDING	SHREDDING SERVICE	\$26.66	
VOYAGER FLEET SYSTEMS	FUEL	\$80.03	
WONDERWARE MIDWEST	SCADA UPGRADE DOWN PAYMENT	\$25,410.00	
WONDERWARE MIDWEST	WIN-911	\$1,030.00	
ZORO TOOLS, INC.	BEARINGS	\$117.69	
ZORO TOOLS, INC.	EMPTY 1ST AID KIT	\$26.46	
TOTAL:			<u><u>\$47,894.68</u></u>
FUND 606 - ENTERPRISE - STORM UTILITY			
AEM WORKFORCE SOLUTIONS LLC	EMPLOYEE HANDBOOK	\$26.51	
STAR GROUP, LLC.	SUPPLIES	\$75.73	
VERIZON WIRELESS	CONNECTION CARDS	\$17.50	
VERIZON WIRELESS	TELEPHONE	-\$0.97	
VOYAGER FLEET SYSTEMS	FUEL	\$10.24	
TOTAL:			<u><u>\$129.01</u></u>
FUND 651 - ENTERPRISE - AMBULANCE			
LAKERS NEW PRAGUE SANITARY	TRASH	\$19.67	
TOTAL:			<u><u>\$19.67</u></u>
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			<u>\$100,250.38</u>



New Prague Police Department

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

118 CENTRAL AVENUE NORTH, NEW PRAGUE, MINNESOTA 56071

Phone: (952) 758-2791

Fax: (952) 758-6279

Website: www.ci.new-prague.mn.us

Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen, Police Chief / Emergency Manager

Date: Monday July 31, 2023

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

Giesenbrau Bier Co LLC made a request for a premises extension for consumption of alcohol and outdoor music for two events. The premises extension and outdoor music requests are for Friday, September 9th, 2023, beginning at 1 P.M. with live music until 9 P.M. This event is a fundraiser for ALS. The second event will occur Friday October 6th with music from 6 P.M. ending at 9 P.M. and Saturday October 7th with music beginning at noon ending by 9 P.M. This event is for Oktoberfest, both events will be in a fenced in area on the west side of the building with access from the double doors on the west side of building.

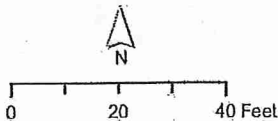
Erin Franklin Hutton provided a certificate of insurance as proof of extended liquor liability insurance for the outside property and provided the permit fees for each event. Consumption of alcoholic beverages in non-glass containers would be allowed inside the fenced in area. Serving of alcohol will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

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

- Outdoor events will take place during business hours Friday, September 9th, 2023, Friday October 6th and Saturday October 7th, 2023.
- Consumption of alcoholic beverages in non-glass sealed containers would be allowed in the fenced in area. All other serving of alcohol will be contained within the building.
- Outdoor music may be played until 9:00 PM.
- The fence will be installed prior to event, with contact points to the building (or semi-permanent structure) affixed in a manner that does not allow for easy access through that contact point.
- The "fenced in area" will be accessible through the business entrance. The business entry will be monitored by employees to aid in monitoring for unlawful consumption and maintaining control of the consumption area.
- All guests will be identified by photo id, guests over 21 will wear wristbands

Action recommended: Approval of Temporary Patio Extension and Outdoor Music request by Giesenbrau Bier Co LLC. request with the above conditions.

Site Map





CERTIFICATE OF LIABILITY INSURANCE

Section 3, Item c.

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

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

PRODUCER Miller Hartwig Insurance P.O. Box 1177 20960 Holyoke Avenue Lakeville, MN 55044 Josh Havlik	952-469-5502	CONTACT NAME: Josh Havlik PHONE (A/C, No, Ext): 952-469-5502 FAX (A/C, No): 952-469-1881 E-MAIL ADDRESS: jhavlik@millerhartwig.com																					
INSURED Giesenbrau Bier Co LLC 1306 1st St NE New Prague, MN 56071	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Cincinnati Insurance Co.</td><td>10677</td></tr><tr><td>INSURER B:</td><td>AmTrust Financial Services Inc</td><td>42376</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Co.	10677	INSURER B:	AmTrust Financial Services Inc	42376	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD0546257	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD0546257	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SWC1348702	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ETD0546257	08/01/2021	08/01/2022	Liquor 1M/2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

-Brewery and Taproom-
Liquor liability policy continues until cancelled.
Liability coverage, including liquor liability, extends to the patio and parking lot. Liability including liquor also extends to fairs, festivals, and other off premises events.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE
Josh Havlik



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

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

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

Name of City or County Issuing Liquor License New Prague License Period From: 9/1/23 To: 3/31/24

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

License type: (check all that apply) ☒ On Sale Intoxicating ☒ Sunday Liquor ☐ 3.2% On sale ☐ 3.2% Off Sale

Fee(s): On Sale License fee: \$ 1750 Sunday License fee: \$ 117 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ 87.50
\$3000 annually \$200 annually \$150 annual

Licensee Name: The Corner Bar NP DOB _____ Social Security # _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name The Corner Bar NP Business Address 100 Main St W City New Prague

Zip Code 56007 County Le Sueur Business Phone 952-758-3044 Home Phone 952-495-4225

Home Address 12000 12th Ave S City Burnsville

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

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

Ireland Grace Hurley 11-15-2000 1706 Hillwood Ave Lakeville
 Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

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

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

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

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

☐ Yes ☒ No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

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

Workers Compensation Insurance Company Name: _____ Policy # _____

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

City Clerk or County Auditor Signature _____ Date _____
 (title)

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



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE
No license will be approved or released until the \$20 Retailer ID Card fee is received

PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY.
INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.

Licensee's MN Sales and Use Tax ID # _____ To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # _____ Licensees must register with the Federal Tax and Trade Bureau (TTB),
for information call (513) 684-2979 or 1-800-937-8864

Applicant:

Licensee Name (Business, Partnership, Corporation) <u>The Corner Bar NP</u>	Business Name (DBA) <u>Corner Bar</u>	Social Security #	
Physical Business Address <u>100 Main St W</u>	License Period From <u>9/1/23</u> To <u>3/31/24</u>	DOB (Individual Applicant)	
City <u>New Prague</u>	County <u>Le Seuer</u>	State <u>MN</u>	Zip Code <u>56071</u>
E-mail Address	Business Phone Number <u>952-758-3044</u>	Applicant's Home Phone # <u>952-495-4225</u>	

If a Corporation, LLC, or Partnership - state name, date of birth, Social Security # address, title, and Percent Owned by each officer.

Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
<u>Ireland Grace Hurley</u>	<u>11-15-2000</u>		<u>Owner / President</u>	<u>100%</u>	<u>1700 Hillwood Ave Lakerville, MN 55044</u>
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code

- If a corporation, date of incorporation July 2023, state incorporated in Minnesota If a subsidiary of any other corporation, so state _____.
If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?
Yes ☐ No ☒
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. first + floor
- Is establishment located near any state university, state hospital, training school, reformatory or prison?
☐ Yes ☒ No. If yes, state approximate distance. _____
- Name and address of building owner Slainte Hospitality 12000 12th Ave S, Burnsville, MN 55337
Has owner of building any connection, directly or indirectly, with applicant? ☒ Yes ☐ No

5. Is/are applicant(s), a member of the governing body of the municipality in which this license is to be issued?
☐ Yes ☒ No If Yes, in what capacity? _____
6. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? ☐ Yes ☒ No If yes, give name and address of establishment. _____
7. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes ☒ No ☐
8. State whether applicant has or will be granted, an On Sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. ☐ Yes ☐ No ☒ Will be granted
9. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes ☐ No ☐ Will be granted ☒
10. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality.

11. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)?
12. If this license is being issued by a County Board, is it located in an organized township?
If so, attach township approval.

Violations

1. Has applicant(s) had a liquor license revoked in the last 5 years; ☐ Yes ☒ No If so, give dates and details.

2. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere? Yes ☐ No ☒
If yes, give dates, charges and final outcome _____

3. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☐ Yes ☒ No If yes, attach a copy of the summons.

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any felonies or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department Title Signature

County Attorney's Signature

Insurance (ATTACH CERTIFICATE OF INSURANCE TO THIS FORM)

Licensee must obtain one of the following PER Minnesota Statute 340A.409:

Check one:

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.

Please review Insurance Certificate before submitting:

Must be Certificate of Insurance (Declarations or Binders not accepted)

Licensee name on this application and the Insurance Certificate must match EXACTLY.

Must provide physical address of licensed location (No PO Boxes accepted)

Dates of coverage must cover the entire license period.

or

- ☐ B. A surety bond from a surety company with minimum coverage as specified in A.

or

- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

Workers compensation insurance company: Name _____

Policy # _____ Number of employees: _____

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Signature of Applicant

Date

Ireland Hurley Owner

I. B. Hurley

8-2-23

PS 9136-(2012)



Application for Dance Permit (\$100 Fee)

To the City Council of the City of New Prague in the County of Scott and Le Sueur,
State of Minnesota:

The Undersigned owner whose address is 1770 Le Hillwood Ave, Lakeville, MN 55044

Hereby applies for a permit to hold dances upon that certain tract of land described
as follows: address 100 Main St W, New Prague, MN 56071

which is of the following size and area; width _____ feet; length _____ feet;
area _____;

Applicant further agrees to pay fees or assessments at the time and in the amounts
specified as follows:

L. G. Hurling
Ireland Hurling
Owner

State of Minnesota License Applicant Information

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

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

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

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

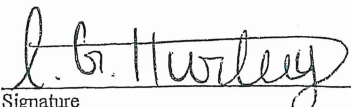
Please print or type

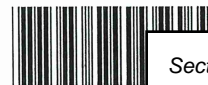
Name of license being applied for and license number (if renewal):	License Number #:
On Sale, Sunday, Off Sale	
Licensing Authority (name of city, county, or state agency issuing license):	
City of New Prague, State of Minnesota	
License Renewal Date: 4/1/2024	

PERSONAL INFORMATION:		
Applicant's last name: Hurley	Applicant's first name and middle initial: Ireland Grace	Social Security Number: _____
Applicant's address: 17706 Hillwood Ave	City: Lakeville	State: MN Zip Code: 55044

BUSINESS INFORMATION:		
Business name: The Corner Bar NP		
Business address: 100 Main St W	City: New Prague	State: MN Zip Code: 56071
Minnesota tax identification number		Federal tax identification number
If a Minnesota tax identification is not required, please explain on the reverse side of this form.		

Applicant Signature:

 Signature	Owner Title	8.2.23 Date
--	----------------	----------------



CC0515

Mailing Address:
PO Box 64217
St. Paul, MN 55164-0217

Email: dli.license@state.mn.us
Website: dli.mn.gov
Phone: (651) 284-5034

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

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

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

License or certificate number (if applicable)	Business telephone number <u>952-758-3044</u>	Alternate telephone number <u>952-495-4225</u>
---	--	---

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

The Corner Bar NP

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes) <u>100 Main St W</u>	City <u>New Prague</u>	State <u>MN</u>	ZIP code <u>56071</u>
County <u>Le Seuer</u>	Email address <u>slainthospitality@gmail.com</u>		

You must complete number 1 or 2 below.

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

1. ☒ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number:	Effective date:	Expiration date:
----------------	-----------------	------------------

☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see <https://mn.gov/commerce/industries/insurance/licensing/self-insurance>.)

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

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

Explain why your employees are not required to be covered

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

Print name: Ireland Hurley

Applicant signature (required) <u>I. G. Hurley</u>	Title <u>Owner</u>	Date <u>8-2-23</u>
---	-----------------------	-----------------------

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



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: PURCHASE AGREEMENT FOR 412 5TH AVENUE NW
DATE: AUGUST 2, 2023

On June 26, 2023, the City Council voted 3-1 to offer \$1.15m for the property located at 412 5th Avenue NW, with the condition that the seller pay the 2024 property taxes for the property. Using this direction from the Council, I worked with City Attorney Scott Riggs and the seller to put together the attached purchase agreement.

This agreement offers \$1.15m for the property. This is being done by paying the property owner \$1.135m and then putting \$14,500 into escrow to pay for the property taxes in 2024. According to the attached agreement, we will close on the property prior to August 31st. This agreement is a standard template that the City has used in the past for property purchases and includes inspection clauses that the City has been working with the seller to line-up prior to closing.

Since this agreement reflects the offer that was approved by the City Council on June 26th, I recommend approval of the agreement so that we may proceed with closing.

Recommendation

I recommend approval of the Purchase Agreement for 412 5th Avenue NW for \$1.15m, to close by August 31st.

PURCHASE AGREEMENT

New Prague, Minnesota

August 7, 2023

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES AND OBLIGATIONS CONTAINED HEREIN, the City of New Prague, a Minnesota municipal corporation, 118 Central Avenue North, New Prague, Minnesota 56071 ("Buyer") and STEELE & ASSOCIATES, LLC a Minnesota limited liability company ("Seller"), agrees to the following Purchase Agreement ("Agreement").

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

1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the "Property") located in Scott County, Minnesota, which is legally described on the attached Exhibit A, and located at 412 5th Avenue NW, New Prague, Minnesota.
2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by August 15, 2023.
4. **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE.** The purchase price (the "Purchase Price") for the Property shall be One Million, One Hundred Fifty Thousand Dollars (\$1,150,000.00) payable as follows: One Million, One Hundred and Thirty-Five Thousand, Five Hundred Dollars (\$1,135,500.00) at Closing by certified check or other immediately available funds, with Fourteen Thousand Five Hundred Dollars (\$14,500.00) held in escrow by the Buyer for payment of 2024 taxes.
 - B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:
 1. Warranty Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
 - a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;

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

13. List of all tenants and leases, if any, and the date of termination of all such leases, if any.

C. DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING. At Closing, Buyer shall deliver the following to Seller:

1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.

5. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a warranty deed conveying marketable title to said Property, subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Reservation of any mineral rights by the State of Minnesota;
- (c) Utility and drainage easements which do not interfere with existing improvements.

6. POSSESSION: Seller agrees to deliver possession not later than the date of closing.

7. COSTS AND PRORATIONS: Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:

A. Deed Tax. Seller shall pay all state deed tax regarding a Warranty Deed and any other documents necessary to place record title in the condition warranted and to be delivered by Seller under this Agreement.

B. Taxes and Assessments. The real estate taxes due and payable in 2023 will be non-homestead classification. The Seller and Buyer agree to prorate as of the date of actual closing all real estate taxes due and payable in 2023, the year of closing. Buyer shall pay the real estate taxes due and payable in the year 2024 and thereafter. Seller shall pay all special assessments due and payable and levied as of the date of closing. Buyer shall pay all special assessments levied on said Property after the date of closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.

C. Recording Costs. Seller shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.

D. Closing Costs. Seller and Buyer shall prorate the cost for utilizing the services of a closer or title company to close this transaction.

8. SUBDIVISION OF LAND/LEGAL DESCRIPTION TO PROPERTY: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or will be approved for recording as

of the date of closing. Both parties understand that all real estate taxes due and payable in the year of closing will need to be paid at closing in order for a parcel or subdivision or lot split to be recorded.

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

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

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

The Buyer shall have 10 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 30 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

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

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

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

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

C. General Inspection. This Agreement is contingent upon Buyer's inspection of the property disclosing, in the Buyer's sole discretion, no unsatisfactory conditions, not later

than twenty (20) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer's agents shall have a reasonable right of access to the Property at reasonable times prior to closing, solely for the purpose of inspecting the Property.

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

E. Approval of City Council. This Agreement is contingent upon approval of this Agreement by the New Prague City Council, which approval must be obtained by or no later than August 15, 2023.

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

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

13. OTHER GENERAL AND SPECIAL WARRANTIES:

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

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

C. Removal of Debris. Seller agrees to remove all debris and all personal property from the Property by the date Buyer takes possession of the Property consistent with Paragraph 11.D. of this Agreement.

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

E. Notices. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is

subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.

F. Sewer and Water. Seller warrants that the Property is connected to city of New Prague sewer and water.

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

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

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

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

14. ENVIRONMENTAL INVESTIGATION AND WARRANTY:

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

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

C. Seller agrees that, if the Buyer's environmental investigation discloses the existence of any petroleum product or other pollutant, contaminant or hazardous substance on the Property which requires remediation under state or federal environmental laws or regulations, Seller: (i) after determining costs, at its expense, Seller may perform the remediation to the satisfaction of the Minnesota Pollution Control Agency or other applicable regulatory authority, or (ii) if in Seller's judgment the Property cannot be economically remediated, Seller may terminate this Agreement. If remediation is undertaken but not completed prior to the date of closing, the Buyer may at its option (i) declare this Agreement null and void or (ii) proceed to closing and execute an agreement for remediation/indemnification and security (Remediation and Indemnification Agreement) as the Buyer may require.

D. Seller hereby warrants to Buyer that during the time the Seller has owned the

Property there have been no acts or occurrences upon the Property that have caused or could cause impurities in the subsoil or ground water of the Property or other adjacent properties. This warranty shall survive the closing of this transaction.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER:** All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement or any instruments of conveyance, including but not limited to the Warranty Deed, delivered at closing, but instead shall survive closing, and the parties shall be bound accordingly.
16. **MAINTENANCE OF PROPERTY PRIOR TO CLOSING:** Until the closing, Seller shall have the full responsibility for the continued maintenance of the Property. Prior to the closing:
 - A. Seller shall not cause any new liens, leases, contracts or encumbrances to be created by Seller against the Property;
 - B. Seller shall (i) maintain the Property in good repair, (ii) not make, terminate or materially change, amend, modify materially any agreements relating to the Property or other rights, obligations or agreements relating to use, ownership or operation of the Property where such changes, amendments or modifications would increase the Seller's obligations, liability or expenses thereunder, not enter into any commitments for the rental or use of the Premises or any portion thereof, and (iii) not make any substantial alterations or changes to the Property other than ordinary and necessary maintenance repairs without Buyer's prior written approval, which shall not be unreasonably withheld or delayed.
17. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Agreement shall become null and void, at the Buyer's option, and earnest money shall be returned to Buyer. If such an event occurs, Buyer and Seller agree to sign a Cancellation of Purchase Agreement within a reasonable time after such event takes place.
18. **TIME OF ESSENCE:** Time is of the essence in this Agreement.
19. **CLOSING DATE AND LOCATION:** Upon any required approval by the City of New Prague City Council, this Agreement for the sale of the above-described Property shall be closed on or before August 31, 2023, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the offices of the City of New Prague/New Prague City Hall and/or at the offices of a closer at the choosing of the City of New Prague. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.
20. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to cooperate with each other and

their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.

21. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

STEELE & ASSOCIATES, LLC
31515 Cambria Avenue
Le Sueur, Minnesota 56058
Attn: Mark Steele

IF TO THE BUYER:

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

AND COPY TO:

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

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

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

22. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of

which taken together shall constitute one and the same agreement.

23. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.
24. **USE OF BROKER:** Rod Tietz, TrueLife Real Estate Solution, is the sole broker in this transaction representing the Seller. Seller shall be solely responsible for paying three percent (3%) commission of the total sales price to broker. Seller shall defend, indemnify and hold the Buyer harmless from any brokerage fees or claims made against the Buyer.
25. **AS-IS" CONDITION OF PROPERTY:** Except as otherwise specifically provided in this Agreement, the Property is being sold "as-is" without any representations or warranties as to its condition or fitness for the Buyer's intended purposes.
26. **MUTUAL RELEASE OF CLAIMS:** Except as provided in this Agreement, the parties and their attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby release and forever discharge each other, and their 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, consideration, execution and performance of this Agreement between the parties.
27. **CHOICE OF LAW AND VENUE; INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
28. **WAIVER OF RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property.

Further, the Buyer and Seller acknowledge that the Seller or any tenants or other persons in possession of the Property other than Seller may be entitled to relocation benefits pursuant to Minnesota Statutes Chapter 117. The Buyer and Seller acknowledge that the Purchase Price for the Property includes payment for any and all relocation benefits. As such, the Seller acknowledges that no relocation benefits are applicable to the Property. Pursuant to Minnesota Statutes Section 117.521, the Seller or any tenants

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

29. **CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
30. **ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.
31. **CAPTIONS, HEADINGS OR TITLES:** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.
32. **RIGHT OF ENTRY:** The Buyer shall be entitled to enter upon the Property for inspection, soil tests and borings, environmental testing and assessments, wetland delineation, general examination of the Property and for surveying Seller's parcel or parcels of land; provided that the Buyer will restore any disturbance to the Property and will hold Seller harmless from and against all damages and liability caused by the Buyer's actions.
33. **RUNS WITH THE LAND:** The terms, covenants, indemnities and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
34. **SPECIFIC PERFORMANCE:** This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy

for breach of this Agreement; the parties reserve all other remedies available at law or in equity.

- 35. MEMORANDUM OF PURCHASE AGREEMENT:** At the request of either party, the parties hereto shall execute a Memorandum of Purchase Agreement in recordable form memorializing this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

The undersigned, owner of the above Property, does hereby approve the above Agreement and the sale thereby made of the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

SELLER: STEELE & ASSOCIATES, LLC

By: _____
Mark Steele
Its: Chief Manager

Dated: August ____, 2023.

The undersigned does hereby approve the above Agreement and agrees to purchase the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

BUYER: CITY OF NEW PRAGUE

By: _____
Duane J. Jirik, Mayor

Dated: August ____, 2023.

By: _____
Joshua M. Tetzlaff, City Administrator

Dated: August ____, 2023.

This instrument was drafted by:
KENNEDY & GRAVEN, CHARTERED (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION

PID #241190030

Lot 1, Block 2, New Prague Business Park 10th Addition, Scott County, Minnesota.

Abstract Property

EXHIBIT B
PERSONAL PROPERTY AND FIXTURES

[Insert List, if any]

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: August 3, 2023

RE: Project Updates

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

MAIN STREET (TH19) IMPROVEMENTS PROJECT

Closeout and final payment will be likely before the end of the summer.

2022 STREET AND UTILITY IMPROVEMENTS (COLUMBUS AVENUE)

All sanitary sewer main repairs are now complete. A letter has been provided to the Contractor requesting a schedule to complete final paving and plan to complete final turf restoration.

2023 STREET AND UTILITY IMPROVEMENTS

The Contractor will complete concrete improvements this week and we expect paving to occur the week of August 14th. Topsoil and turf restoration will follow. Trail work in Greenway Park is likely in August or early September.

2024 STREET AND UTILITY IMPROVEMENTS PROJECT

A kickoff meeting with City staff was held last week and an on-site meeting is scheduled next week to review proposed sidewalk locations. Proposals for geotechnical investigation (soil borings) are included with this week's council agenda.

HSIP 10TH AVENUE SE-1ST STREET SE RRFB

The project is currently being advertised with a bid opening of August 11th scheduled. Currently, there are two prime bidders holding plans. It is likely that council will be able to award at the August 21st meeting.

10TH AVENUE NE – WATERMAIN REPAIRS

This project has been awarded and will start up in September. Contracts have been signed and a preconstruction meeting will be scheduled soon.

cdk

x:\ko\newpr\common\council meetings\071323 cc project updates - copy.docx



Building a Better World
for All of Us®

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

CC: Matt Rynda, Public Works Director

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

DATE: August 2, 2023

RE: 2024 Street and Utility Improvements Project
Approval of Geotechnical Evaluation Contract
SEH No. NEWPR 173957 14.00

PROPOSALS FOR CONSTRUCTION MATERIAL TESTING

Requests for proposals for Geotechnical Evaluation on the proposed 2024 Street and Utility Improvement Project area were sent to Braun Intertec, American Engineering Testing (AET), and Chosen Valley Testing (CVT).

Within the proposal, they were instructed to complete six soil borings in the Reconstruction Project Area at a depth of 15-feet and provide a Geotechnical Report with the results of the borings. They were also to provide a review of 10th Avenue SE. The report would also include recommendations for pavement improvements and associated information that would impact utility construction.

Results of this RFP are shown below:

1. Braun Intertec would complete this work at a lump sum cost of \$12,087 noting that the cost could be reduced by \$2,500 if traffic control was provided by the City.
2. CVT would complete this work at a lump sum cost of \$7,980 noting that the cost could be reduced by \$2,700 if traffic control was provided by the City.
3. AET elected not to propose on the project.

The proposals appear similar in scope for the proposed project with both also offering a cost reduction for traffic control on 10th Avenue SE. A lane closure would be required to complete the work, necessitating the traffic control. Based on the lower cost for similar services, SEH's recommendation is that the Geotechnical Evaluation services contract for the 2024 Street and Utility improvement be awarded to Chosen Valley Testing for the lump sum amount of \$7,980. A determination regarding traffic control can be made later. Though CVT has not worked with the City of New Prague before, they have provided similar services for other municipalities and are qualified to complete the Work.

ENGINEER RECOMMENDATION

It is recommended that the Council authorize the Public Works Director to enter into the contract for Geotechnical Evaluation with Chosen Valley Testing on behalf of the City of New Prague.

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Engineers | Architects | Planners | Scientists

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

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August 2, 2023

Proposal QTB181914

Mr. Chris Knutson
City of New Prague
118 Central Ave N Suite 1
New Prague, MN 56071

Re: Proposal for a Geotechnical Evaluation
2024 New Prague Street and Utility Project
Various Streets
New Prague, Minnesota

Dear Mr. Knutson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the 2024 New Prague Street and Utility Project at the referenced site.

Project Information

We understand this project will include the complete reconstruction of approximately 800 feet of 1st St NE from Pershing Ave N to Lexington Ave N, approximately 400 feet of 2nd Ave NE from Lyndale Ave N to Lexington Ave N, approximately 400 feet of 3rd Ave NE from Sunset Ave N to Sunrise Ave N, approximately 450 feet of 6th St NE west of Pershing Ave N, approximately 900 feet of Lexington Ave N from Main St E to 2nd St NE, and approximately 1600 feet of Lyndale Ave N from Main St E to 4th St NE. The existing bituminous roadway will be replaced with bituminous pavement and will include replacements and/or improvements to the sanitary sewer main, water main, storm sewer. In addition, the project will include a mill and overlay of the bituminous roadway of 10th Ave SE from Main St E to CSAH 29.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed street and utility reconstruction.

Scope of Services

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

Site Access

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

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

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

Staking

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

Utility Clearance

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

Traffic Control

Based on MnDOT traffic volume maps, the Annual Average Daily Traffic (AADT) counts range from 180 to 455 vehicles per day. To protect our field crew and alert motorists of our work within the roadway, traffic control will be required. The cost for traffic control has been included in our estimate.

As an option to eliminate traffic costs, the county or city can assist with traffic control during drilling.

Penetration Test Borings

We propose to drill five (6) standard penetration test borings for the street and utility reconstruction, extending them to depths of 20 feet below existing grade. Additionally, we propose to obtain pavement cores and penetration test borings to depths of 5 feet at 5 locations along 10th Ave SE. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths, if required.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, and consolidation settlement, among others.

If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

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

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 120 linear feet of borehole with bentonite. Our lump sum fee includes those fees associated with the sealing.

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

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

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

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 16 moisture content tests, 3 Atterberg limits tests, and 4 organic content tests. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the boring and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to utility and pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement and utility subgrades, and the selection, placement and compaction of fill.
- Recommended bituminous pavement design section thicknesses, based on assumed subgrade strength parameters and provided traffic loading.
- Providing an opinion on the suitability of the existing pavement for mill and overlay.

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

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 to 6 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Report submittal – within 2 to 3 weeks after completion of field exploration

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

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$12,087**. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$150 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

As noted earlier, should the county or city be able to provide traffic control for our services, the total cost can be reduced by \$2,500.

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

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$325 per hour.

General Remarks

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

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

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Scott Patterson at 208.719.1259 (spatterson@braunintertec.com) or Philip Bailey at 507.995.2788 (PBailey@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Scott Patterson, EIT
Staff Engineer



Philip E. Bailey, PE
Business Unit Leader, Senior Engineer

Attachments:
General Conditions

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

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

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

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

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

Section 3: Your Responsibilities

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

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

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

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

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

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

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

Section 4: Reports and Records

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

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

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

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

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

Section 5: Compensation

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

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

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

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

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

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

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

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

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

Section 6: Disputes, Damage, and Risk Allocation

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

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

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

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

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

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

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

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

Section 5, Item a.

Section 7: General Indemnification

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

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

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

Section 8: Miscellaneous Provisions

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

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

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

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

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

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

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 1410 7th St. NW • Rochester, MN 55901 • Telephone (507) 281-0968 • Fax (507) 289-2523

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

August 2, 2023

c/o: Chris Knutson, PE (MN)
Short Elliott Hendrickson Inc. (SEH®)
cknutson@sehinc.com

**Re: Proposal for Geotechnical Evaluation
2024 Street and Utility Improvement Project
1st St, 2nd St, 3rd St, 6th St, Lyndale Ave, Lexington Ave, & 10th Ave
New Prague, Minnesota
CVT Proposal: 22312.23.MNR**

Dear City of New Prague

As requested on your behalf, we have prepared this proposal for geotechnical services for the proposed 2024 Street and Utility Improvement Project in New Prague, Minnesota. This proposal summarizes our understanding of the tasks and provides costs for completing the services. CVT is experienced with the soil and rock in the area and is interested in providing our services for this project.

Scope

Depths and Locations: It is understood that a total of 6 borings are requested for the full street reconstruction. We recommend an additional 5 borings for the street rehabilitation along 10th Avenue SE. CVT intends to drill to the 6 full street reconstruction borings to depths of 14 ½ feet or auger refusal and the 5 street rehabilitation borings to depth of 5 feet or auger refusal. The 14 ½-foot depth is intended to minimize costs associated with bore hole grouting and paperwork necessary for borings 15-foot in depth or greater according to Minnesota Department of Health regulations. The borings will be sampled in accordance with the American Society for Testing and Materials (ASTM) Method of Test D1586 and D1587 procedures. Pavement thicknesses and observed groundwater would be recorded and samples would be taken at a minimum of 2½-foot intervals. All borings would be sealed and patched according to applicable state regulations.

Laboratory Testing: We intend to perform pocket penetrometer and moisture content tests on select samples to help aid in our evaluation. CVT would contact you for authorization in the event that conditions are suspected that may warrant additional laboratory testing, particularly if highly organic or expansive soils are suspected.

Logging and Reports: A geotechnical engineering report will be provided summarizing the results of the borings and providing recommendations for utilities and pavements. The report would include boring logs, a site sketch, along with our opinions and recommendations regarding earthwork, utility construction, full pavement preparation/design, and mill and overlay design. An electronic copy of the report will be provided.

General

Access and Schedule: The borings are understood to be located along existing streets and are assumed to be accessible to standard truck-mounted drilling equipment. This is included in our cost.

MnDOT indicates online that a traffic volume of 4,150 AADT was recorded in 2020 along 10th Avenue SE. Based on this, we plan to subcontract a 2-person flag crew for traffic control as 1 lane will need to be closed around our drill rig and crew during exploration. Otherwise, the City could provide traffic control for a reduction in our cost.

Prior to drilling, Gopher State One Call would be contacted to schedule a utility meet to have public utilities located on site. Any private utilities will be the Owner's responsibility for locating prior to the day of our exploration. Water/sewer service lines running from main lines in the street to houses may be considered private but usually are public to shutoff valves in boulevards.

Our current schedule will allow us to initiate the services within about 1 to 2 weeks authorization, while being dependent upon utility locating, weather, holidays, and any other unforeseen conditions that may cause delay. Preliminary information can usually be made available upon request within a week after drilling. The report typically requires an additional 3 to 4 weeks to prepare after drilling is completed. It is understood that a draft of the borings logs for the project must be provided to the Owner and Engineer no later than September 15, 2023, with the final report to be complete by September 29, 2023. CVT intends to meet these delivery dates.

Insurance: Our firm carries the normal types of insurances expected to conduct business in our field, at or above the minimums required by law. Certificates of insurance are available on request and can be provided to the client prior to commencement of services.

Costs

CVT will perform the requested work scope for a lump sum cost of **\$7,980**. This cost would be reduced by **\$2,700** if the City provides us traffic control while drilling along 10th Avenue SE themselves which reduces our lump sum cost to **\$5,280**.

The authorized total cost would not be exceeded without a change in the work scope. Any additional drilling footage would be applied at \$16 per foot at depths up to 50 feet and a bore hole sealing record would have to be prepared for \$200 per site with borings 15 feet in depth or greater. Standby time for the drill crew is \$300 per hour but would not accrue without the client being notified of conditions causing delay.

An invoice will be mailed after the exploration report is completed. Payment for services is then expected within 30 days. Interest will be added to invoices over 30 days.

Remarks

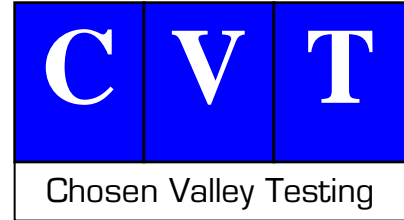
CVT appreciates the opportunity to propose geotechnical services for this project. If you have any questions about our proposal or the arrangements described, please call us at (507) 281-0968.

Sincerely,
Chosen Valley Testing, Inc.



Devin M. Ehler, PE
Geotechnical Engineer

Authorization to Proceed



Proposal for Geotechnical Evaluation

Project: 2024 Street and Utility Improvement Project
1st St, 2nd St, 3rd St, 6th St, Lyndale Ave, Lexington Ave, & 10th Ave
New Prague, Minnesota

Prepared by: Chosen Valley Testing, Inc.

CVT Number: 22312.23.MNR

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized.

Authorizing Person:

Signature

Printed Name and Title

Date

Bill To:

ARTICLE 1 – PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. (“CVT”) shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT’s profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client’s contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT’s control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT’s opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT’s Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client’s obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client’s risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT’s written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys’ fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days’ written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of the Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

ARTICLE 9 - INSURANCE

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

ARTICLE 10 – TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 14 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 - CONFIDENTIALITY

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 - CONTROLLING LAW

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.



New Prague Police Department

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

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

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

• Website: www.ci.new-prague.mn.us

Tim Applen, Chief of Police

MEMORANDUM

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

From: Tim Applen Chief of Police / Emergency Manager

Date: Thursday August 3, 2023

Subject: On-Sale and Off-Sale Liquor License with Sunday Sales Application to R&D Enterprises LLC, dba – Outlaw Saloon

The New Prague Police Department conducted a background check pursuant to City Ordinance 110.16(B) on the licensee(s), Robby Jon Krautkremer, and Dione June Bast issued to R&D Enterprises LLC, dba Outlaw Saloon.

Minnesota Criminal History: None

Minnesota Driver's License Check: No Record

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

After reviewing Minnesota Administrative Rule 7515.0410 Eligibility Requirements, the background check did not reveal any disqualification.

- A. The applicants are over 21 years of age.
- B. No information to believe Applicant(s) is not of good, moral character and reputation.
- C. Applicant has not been convicted within five years of a license violation relating to alcoholic beverages or any felony.
- D. Parties with business interest did not have interest in a license which was revoked within the last five years.
- E. The premises are (will be) part of corporate assets.
- F. No information to believe discrimination of service would occur.
- G. The off-sale licensee(s) does not have any interest, direct or indirect, in another off-sale retail liquor store in the same municipality neither as proprietor, partner, or corporate stockholder.

There were no disqualifiers identified in the investigation of Robby Jon Krautkremer and Dione June Bast issued to R&D Enterprises LLC, dba Outlaw Saloon.

Recommendation: Approve On-Sale, Off-Sale Liquor License and approve Sunday Liquor License application to R&D Enterprises LLC dba Outlaw Saloon.



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

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

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

Name of City or County Issuing Liquor License New Prague License Period From: 9/1/2023 To: 3/31/2024

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

License type: (check all that apply) ☒ On Sale Intoxicating ☒ Sunday Liquor ☐ 3.2% On sale ☒ 3.2% Off Sale

Fee(s): On Sale License fee: \$ 1,750 Sunday License fee: \$ 117 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ 87.50
\$3000 annually \$200 annually \$150 annually
 Licensee Name: R+D Enterprises LLC DOB 04-14-2000 Social Security # _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name Outlaw Saloon Business Address 103 main st w City New Prague

Zip Code 56071 County Scott Business Phone _____ Home Phone 612-554-8198

Home Address 606 Columbus Ave S City New Prague

Licensee's Federal Tax ID # 93-1903453 Licensee's MN Tax ID# 8889181
 (To apply call IRS 800-829-4933)

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

Rob J Rautkiewicz 11-14-69 606 Columbus Ave S New Prague
 Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Diane J Bast 8-18-82 706 7th St NE New Prague
 Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

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

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

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

☐ Yes ☒ No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

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

Workers Compensation Insurance Company Name: _____ Policy # _____

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

City Clerk or County Auditor Signature _____ Date _____
 (title)

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



CC0515

Mailing Address:
PO Box 64217
St. Paul, MN 55164-0217

Email: dli.license@state.mn.us
Website: dli.mn.gov
Phone: (651) 284-5034

Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

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

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

License or certificate number (if applicable)	Business telephone number	Alternate telephone number 612-554-8198	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) R+D Enterprises LLC			
DBA ("doing business as" or "also known as" an assumed name), if applicable OUTLAW SALOON			
Business address (must be physical street address, no P.O. boxes) 103 MAIN ST W	City New Prague	State MN	ZIP code 56071
County Scott	Email address randdenterprises2023@yahoo.com		

You must complete number 1 or 2 below.

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

1. ☐ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number:	Effective date:	Expiration date:
----------------	-----------------	------------------

☐ I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see <https://mn.gov/commerce/industries/insurance/licensing/self-insurance/>.)

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

☐ I only use independent contractors and do not have employees. (See [Minn. Stat. § 176.043](#) for trucking and messenger courier industries; [Minn. Stat. § 181.723, subd. 4](#), for building construction; and [Minnesota Rules chapter 5224](#) for other industries.)

☒ I do not use independent contractors and have no employees. (See [Minn. Stat. § 176.011, subd. 9](#), for the definition of an employee.)

☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)

☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See [Minn. Stat. § 176.041](#) for a list of excluded employees.)

Explain why your employees are not required to be covered

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

Print name:

Applicant signature (required)

Title

Date

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



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE
No license will be approved or released until the \$20 Retailer ID Card fee is received

PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY.
INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.

Licensee's MN Sales and Use Tax ID # 8889181 To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # 93-1903453

Licensees must register with the Federal Tax and Trade Bureau (TTB),
for information call (513) 684-2979 or 1-800-937-8864

Applicant:

Licensee Name (Business, Partnership, Corporation) <u>R + D Enterprises LLC</u>	Business Name (DBA) <u>Outlaw Saloon</u>	Social Security # _____
Physical Business Address <u>103 MAIN ST W</u>	License Period From <u>9/1/23</u> To <u>3/31/24</u>	DOB (Individual Applicant) _____
City <u>New Prague</u>	County <u>Scott</u>	State <u>MN</u>
E-mail Address	Business Phone Number	Zip Code <u>56071</u>
		Applicant's Home Phone # <u>(612) 554-8198</u>

If a Corporation, LLC, or Partnership - state name, date of birth, Social Security # address, title, and Percent Owned by each officer.

Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
<u>Rob J Krautkramer</u>	<u>11-14-69</u>		<u>OWNER</u>	<u>50%</u>	<u>606 Columbus Ave S</u> <u>New Prague</u>
<u>Dione J Bast</u>	<u>8-18-82</u>		<u>OWNER</u>	<u>50%</u>	<u>706 7th St. NE</u> <u>New Prague</u>
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code

- If a corporation, date of incorporation 6-15-23, state incorporated in MINNESOTA If a subsidiary of any other corporation, so state _____.
If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?
Yes ☐ No ☒
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. ENTIRE BUILDING
- Is establishment located near any state university, state hospital, training school, reformatory or prison?
☐ Yes ☒ No. If yes, state approximate distance. _____
- Name and address of building owner R + D Enterprises LLC 606 Columbus Ave S, New Prague
Has owner of building any connection, directly or indirectly, with applicant? ☒ Yes ☐ No

5. Is/are applicant(s), a member of the governing body of the municipality in which this license is to be issued?
☐ Yes ☒ No If Yes, in what capacity? _____
6. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? ☐ Yes ☒ No If yes, give name and address of establishment. _____
7. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes ☒ No ☐
8. State whether applicant has or will be granted, an On Sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. ☒ Yes ☐ No ☐ Will be granted
9. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes ☒ No ☐ Will be granted ☐
10. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality.
N/A
11. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)?
12. If this license is being issued by a County Board, is it located in an organized township?
If so, attach township approval.

Violations

1. Has applicant(s) had a liquor license revoked in the last 5 years; ☐ Yes ☒ No If so, give dates and details.

2. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere? Yes ☐ No ☒
 If yes, give dates, charges and final outcome _____

3. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☐ Yes ☒ No If yes, attach a copy of the summons.

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any felonies or municipal ordinances relating to intoxicating liquor except as follows:

New Prague Police

Police/Sheriff's Department

Police chief

Title

[Signature]

Signature

 County Attorney's Signature

Insurance (ATTACH CERTIFICATE OF INSURANCE TO THIS FORM)

Licensee must obtain one of the following PER Minnesota Statute 340A.409:

Check one:

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.

Please review Insurance Certificate before submitting:

Must be Certificate of Insurance (Declarations or Binders not accepted)

Licensee name on this application and the Insurance Certificate must match EXACTLY.

Must provide physical address of licensed location (No PO Boxes accepted)

Dates of coverage must cover the entire license period.

or

- ☐ B. A surety bond from a surety company with minimum coverage as specified in A.

or

- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

Workers compensation insurance company: Name _____

Policy # _____ Number of employees: _____

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Rob Kravtchikremer

Signature of Applicant

Rob Kravtchikremer

Date

7-31-23

PS 9136-(2012)

State of Minnesota License Applicant Information

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

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

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

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

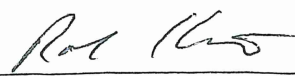
Please print or type

Name of license being applied for and license number (if renewal):		License Number #:
ON Sale intoxicating, Sunday Liquor, OFF SALE		
Licensing Authority (name of city, county, or state agency issuing license):		New Prague
State of Minnesota		
License Renewal Date:	4/1/2024	

PERSONAL INFORMATION:		
Applicant's last name Krautkrantz	Applicant's first name and middle initial Rob	Social Security Number
Applicant's address 606 Columbus Ave S	City New Prague	State Zip Code MN 56071

BUSINESS INFORMATION:		
Business name Outlaw Saloon		
Business address 103 Main St W	City New Prague	State Zip Code MN 56071
Minnesota tax identification number 8889181	Federal tax identification number 93-1903453	
If a Minnesota tax identification is not required, please explain on the reverse side of this form.		

Applicant Signature:

 Signature	Owner Title	7-31-23 Date
--	----------------	-----------------



CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item a.

7/13/2023

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

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

PRODUCER Goetsch Insurance Agency 315 4th St, PO Box 355 Gaylord MN 55334		CONTACT NAME: PHONE (A/C, No, Ext): 507-237-4215 FAX (A/C, No): 507-237-4176 E-MAIL ADDRESS:	
INSURED R & D Enterprises, LLC 606 Columbus Ave S New Prague MN 56071		INSURER(S) AFFORDING COVERAGE INSURER A: Founders Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 20230713100145318**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			LL34927	08/01/2023	04/01/2024	Occurance \$500,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 103 W Main St, New Prague, MN 56071

CERTIFICATE HOLDER**CANCELLATION**City of New Prague
118 Central Ave N
New Prague, MN 56071

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

AUTHORIZED REPRESENTATIVE

Angela M. Weber

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Application for Dance Permit (\$100 Fee)

To the City Council of the City of New Prague in the County of Scott and Le Sueur,
State of Minnesota:

The Undersigned owner whose address is 606 Columbus Ave S, New Prague

Hereby applies for a permit to hold dances upon that certain tract of land described
as follows: *address* 103 Main St W New Prague
which is of the following size and area; width 25' feet; length 40' feet;
area _____;

Applicant further agrees to pay fees or assessments at the time and in the amounts
specified as follows:

Pat Huns

Owner

No. 23-
 Fee \$ 87.50



City New Prague
 County Scott

OFF SALE LIQUOR LICENSE

THIS CERTIFIES THAT:

LICENSEE R+D Enterprises LLC

TRADE NAME Outlaw Saloon

STREET ADDRESS OR LOT AND BLOCK NO 103 Main Street W

Is authorized to sell intoxicating liquor at off sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the
 Period beginning 9/1/2023 to 3/31/2024

THIS LICENSE IS APPROVED

Alcohol & Gambling Enforcement Director _____ Date _____
 PS9008-03(6/03)

 Mayor or President
 Given under my hand and the Municipal Corporate Seal
 City of New Prague Date _____

 CLERK or Recorder



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: STEVE RYNDA, FIRE CHIEF
JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: FIRE DEPARTMENT POLICY UPDATE
DATE: AUGUST 4, 2023

The Fire Department is requesting an update to their policies. Currently, the policy for living proximity to the department reads as follows:

The New Prague Fire Department Member Response area shall be defined as: having the ability to respond to the New Prague Fire Station within six minutes, while obeying all traffic laws.

The language the department is requesting a change to would read:

The New Prague Fire Department Member Response area shall be defined as living within four (4) miles of the New Prague Fire Station.

This language change would accomplish a similar outcome while making the administration of the policy much more simple.

Recommendation

Staff recommends approving this policy change to allow Member Response area from six (6) minutes to four (4) miles.

Standard Operating Guidelines
New Prague Fire Department

DEPARTMENT RULES AND REGULATIONS

SECTION 22. The New Prague Fire Department Member Response area shall be defined as living within four (4) miles of the New Prague Fire Station



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: PUBLIC USE OF CANNABIS DISCUSSION
DATE: JULY 28, 2023

As the Council is aware, at the July 17th, 2023 City Council meeting an interim ordinance (moratorium) was approved until January 1, 2025 (unless repealed earlier) so that the City can further study the effect of the state’s new law regarding cannabis, specifically related to cannabis businesses regarding time/place/manner restrictions. Since that time, staff has been continuing the research the new cannabis law and during a webinar with the League of Minnesota Cities on July 25, 2023, learned that cities may want to consider another ordinance regarding use of cannabis in public places. While the moratorium addresses the operation of cannabis businesses, it does nothing for the city regarding the use or possession of cannabis which becomes legal on August 1st. The following is legal as of August 1st:

A 21 year old can possess (but not on school property, state correctional facilities, federal property):

- 2 ounces of cannabis flower
- 8 grams of concentrate
- 800 mg of edible products
- 2 pounds of flower in your private residence.
- In vehicle trunk or area not normally occupied by driver if opened (similar to open container alcohol law)

A 21 year old can use:

- At private residence, including yard
- At private property, unless the owner prohibits
- Events licensed to permit on-site consumption (to be determined by Office of Cannabis Management).

The law does not prohibit use (which can include smoking or eating cannabis) in “public spaces” but cities can prohibit use in public places, similar to how Section 110.21 of the City Code states where alcohol cannot be consumed. Public places can be defined by each city and can include parks, city property, trails, sidewalks, streets or even places of business where outdoor smoking is otherwise allowed.

Staff would like the Council’s opinion on whether to restrict the public use of cannabis in certain areas. Staff would need time to work with the City Attorney to draft specific language but likely could have a draft back to the Council for review on August 21st.

Recommendation

Staff would like the Council to discuss whether city staff should pursue drafting an ordinance to prohibit use of cannabis in certain public areas.

Attachments:

City Code Chapter 110.21

For comparison purposes, below is the restriction on alcohol use in certain public areas.

§ 110.21 CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES ON STREETS, PUBLIC PROPERTY, AND PRIVATE PARKING LOTS TO WHICH THE PUBLIC HAS ACCESS.

It is unlawful for any person to consume, or possess in an unsealed container, any alcoholic beverage on any (1) city park playground area, (2) street or highway, (3) sidewalk or (4) private parking lot to which the public has access, except on such premises or location when and where permission has been specifically granted or licensed by the Council. This section shall not apply to the possession of an unsealed container in a motor vehicle when the container is kept in the trunk of such vehicle if it is equipped with a trunk, or kept in some other area of the vehicle not normally occupied by the driver or passengers, if the motor vehicle is not equipped with a trunk.

(A) For the purpose of this section, a utility or glove compartment shall be deemed to be within the area occupied by the driver or passengers.

(B) For the purpose of this section, a **PLAYGROUND AREA** is the area within a city park designated for outdoor play or recreation, especially by children, and containing recreational equipment such as slides and swings.

(Ord. 179, passed 5-3-93; Am. Ord. 221, passed 7-9-07) Penalty, see § 10.99



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: SANITARY SEWER EXPANSION RFP
DATE: AUGUST 2, 2023

One of the projects that the City Council wanted staff to explore was the possible expansion of the sanitary sewer system that was proposed in the Comprehensive Sanitary Sewer Study completed in 2018. With the help of SEH, our consulting City Engineer, we have put together the attached RFP. This RFP looks to do a feasibility study on the full expansion called for in the Comprehensive Study. While initial talks revolved around the north half, it was decided that having information for the full system would be good, that way we would have better information for future planning.

I have attached both the proposed RFP and the Sewer Study from 2018 for your information.

With your approval, staff would like to post the RFP, which would have proposal due back to the City by September 5th. This would be posted in a number of places, including the City website, League of Minnesota Cities, and other places.

Recommendation

Staff recommends posting the attached RFP for Sanitary Sewer Expansion Feasibility Study.

Introduction

In 2018, the City of New Prague had a Sanitary Sewer Collection System Comprehensive Plan prepared. This plan outlined potential improvements to the City's existing sanitary sewer system, along with potential expansions. As the City develops and begins looking toward future needs, additional review and study of the expansion areas is required. For that report, the city's collection system expansion was split in to four geographic service areas based on Lift Station needs and identified as:

1. NE Lift Station and collection system
2. SE Lift Station and collection system
3. NW Lift Station and collection system
4. SW Lift Station and collection system

This Request for Proposals (RFP) is for preparation of a Feasibility Study to further examine this expansion of their system. Relevant figures from the Comprehensive Plan are attached to this document and the full Comprehensive Plan shall be made available upon request. A copy of the InfoSWMMM sanitary sewer model used for that document shall be made available to the selected consultant as requested.

Scope of Engineering Services

The previously completed Comprehensive Plan provided a broad view of the system and potential improvements needed. The purpose of this Feasibility Study will be to provide more detailed information than previously provided. At a minimum, the Feasibility Study should include for **each** of the four service areas:

1. Review of the previously completed Study and sanitary sewer model.
2. Confirmation of proposed service area extents and estimate of ultimate average and peak sanitary flows.
3. Identify potential adjustments in pipe sizes, configurations, and sequencing to serve the service area due to recent changes in anticipated growth since the 2018 Comprehensive Plan.
4. Provide additional preliminary design information for the proposed primary lift station.
5. Provide additional preliminary design information for the proposed sanitary sewer collection system upgrades. This should include approximate rim and invert elevations for structures. Pipes should include size and slopes base on PVC material.
6. Provide additional preliminary design information for the proposed sanitary sewer force main and connection to the wastewater treatment facility or other downstream facilities.
7. Provide phasing information for these improvements and potential limitations to expansion.
8. Note critical areas where existing ground cover may be a concern. A pipe and ground profile should be provided.
9. Provide cost estimates for each of the identified improvements as noted above and shown in the Figure for the Study Area. These costs would be related to the sanitary sewer component only, and not water main, storm sewer, street construction, or property acquisition. Costs should be broken down into segments or phases.
10. Provide potential funding sources for how the work may be completed.

For this Proposal, the consultant should assume that improvements as identified in the previous Comprehensive Plan shall be used with minimal adjustments to piping configurations. The study should be GIS-based using available county and state-based information for elevations, aerial images, coordinates, and parcel information. The City shall make available the sanitary sewer model along with utility information in ESRI formats. It is expected the consultant will provide topographic survey of existing sanitary sewer connection points as required to determine precise pipe elevations as needed.

In preparation of the Feasibility Study, consultant is expected to meet with City Staff to review the potential improvements prior to starting work and at regular intervals (minimum monthly) to review progress and address items within the Study. At completion of the Study, consultant shall present findings

to the City Council. The study shall be provided to the City in electronic format and mapping linework used within the report provided in ESRI format. Updated sanitary sewer models shall be provided in InfoSWMM or comparable formats.

Please submit your proposal by 8:00 a.m. CST on Tuesday, September 5, 2023 to New Prague City Hall at 118 Central Avenue N, New Prague, MN, 56071 or by email to Joshua Tetzlaff, City Administrator at jtetzlaff@ci.new-prague.mn.us.

Proposal Requirements

The following items should be included in the Proposal:

1. Project Understanding
2. Project Approach
3. Project Team including Subconsultants
 - a. Resumes for key team members only
4. Project Team Experience with Similar Projects
5. Project Schedule/Timeline with key milestones
6. Task Breakdown
7. Estimated Consultant Cost
 - a. Based on Task Breakdown
 - b. Include Hourly Rates for key Team Members and approximate percentage of Work to be completed by each.
 - c. Reimbursables
 - d. Total Not to Exceed Fee
8. Insurance Certificate
9. Other information Consultant believes is important but is otherwise not required in Proposal.



2018 Sanitary Sewer Collection System Comprehensive Plan

New Prague Comprehensive Plan

New Prague, Minnesota

NEWPR 144946 December 28, 2018



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



December 28, 2018

RE: New Prague Comprehensive Plan
2018 Sanitary Sewer Collection System
Comprehensive Plan
New Prague, Minnesota
SEH No. NEWPR 144946 4.00

Michael Johnson
City Administrator
City of New Prague
118 Central Avenue North
New Prague, MN 56071

Dear Michael,

Please find enclosed our initial draft copy of the City of New Prague Sanitary Sewer Collection System Comprehensive Plan for 2018. As you know, the City's Comprehensive Plan is part of a long-range planning document for future development of New Prague. This document replaces the previous 2003 New Prague Sanitary Sewer Comprehensive Plan and subsequent 2007 and 2008 area specific reports.

Our staff developed this report based on conversations with your staff, our knowledge of the system and information from the previous comprehensive plan. In addition, we used the following information: the City's GIS database, current and future land use plans, water records, and I/I data to update and model the City's current sanitary sewer collection system. The sanitary sewer model software (InfoSWMM) product licensed by Innovyze was used to determine design capacity in the existing collection system and any changes needed to handle future development.

Please review the enclosed draft and after reviewing the document, we can schedule a meeting to review your comments and discuss any future recommendations needed to complete the plan. If you have any questions relating to this document, please contact me by email at ccavett@sehinc.com or at 507.237.8381.

Sincerely,

Christopher M. Cavett, PE
Project Manager
(Lic. MN)

c: Glen Sticha, Public Works Director
Ken Ondich, Planning/Community Development Director

k:\ko\newpr\144946\4-prelim-dsgn-rpts\december_28_submittal\sanitary sewer comprehensive plan 12.28.18.docx

2018 Sanitary Sewer Collection System Comprehensive Plan

New Prague Comprehensive Plan
New Prague, Minnesota

SEH No. NEWPR 144946

December 28, 2018

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Christopher M. Cavett, PE

Date: December 28, 2018

License No.: 24719

Reviewed By: William Lueck, PE

Date: December 28, 2018

Short Elliott Hendrickson Inc.
11 Civic Center Plaza, Suite 200
Mankato, MN 56001-7710
507.388.1989

Executive Summary

The City of New Prague operates and maintains an independent sanitary sewer collection system. The City of New Prague accepts sewage from the Cedar Lake Sanitary Sewer District, but the City does not own or maintain any of the infrastructure associated with this area.

The treatment facility in New Prague has capacity to accommodate the City of New Prague with additional growth as well as the Cedar Lake District as of 2018.

The sanitary sewer system will require additional capital improvements to maintain the existing level of service.

A five part study of the New Prague sanitary sewer collection system has been developed and identified in the following sections:

- Introduction
- System Inventory and Analysis
- Comprehensive Plan with System Needs
- Operation and Maintenance Plan
- Capital Improvement Plan

This report supersedes the 2003 Comprehensive Sanitary Sewer Plan (also completed by SEH), dated December 23, 2003.

This report complements the following Area Engineering Reports:

1. NW Development Area – Review of Infrastructure Requirements to Service Area, dated November 14, 2007
2. Proposed Alton Avenue Site – Engineering Review of Infrastructure Requirements to Service Area, dated November 14, 2007
3. Public Infrastructure Improvements – Southwest Area Commercial Development, dated November 3, 2008

Introduction

The City of New Prague is a growing city located southwest of the Minneapolis/Saint Paul metropolitan area on the border between Scott and Le Sueur Counties. The estimated 2017 population is 7,725 with 2,825 households. Population is projected to reach 12,990 residents by 2035, based on projections of the population data from the 2015 City of New Prague Comprehensive Plan. This Sanitary Sewer Comprehensive Plan will aid the City in future planning and development.

Sanitary sewage is collected in approximately 42 miles of sewer pipe ranging in size from 4 inches to 36 inches in diameter. There are nine sewage lift stations which serve areas distributed across the sanitary sewer collection system.

System Inventory and Analysis

The existing City gravity sewer system is comprised of approximately 42 miles of pipe (excluding private systems) ranging in size up to 36 inches in diameter. A majority of the system is relatively new with approximately 80% of the collection system being polyvinyl chloride (PVC) pipe. The system contains approximately 5 miles of clay pipe which is commonly associated with I/I (inflow/infiltration)

Executive Summary (continued)

problems due to the number of pipe joints in the system. The number of joints also adds to its susceptibility to root intrusion.

The nine existing sewage lift stations in the City were inspected as a part of this update and were found to be in adequate condition but work is still needed on lift station repair and rehabilitation. Each lift station has recommended improvements of varying degrees which should be included in future capital improvement planning.

The sanitary collection system was evaluated using a sanitary sewer system model licensed by Innovyze, called InfoSWMM. A model was created and used to simulate wastewater flow conditions by routing sewer flows through the developed sewer infrastructure comprised of pipes, manholes and lift stations. The model calculated the various hydraulic parameters during normal flow, surcharge, flooding and pumping conditions. The model was used to evaluate current and future sewer capacities and required system improvements.

The City's existing GIS sewer structure data, record drawing information, lift station information and lift station inspections were compiled into a GIS database to configure the model. The model was then used to evaluate current and future sewer capacities and required system improvements.

The land use method was used to generate initial sanitary sewer flows. Parcel acres were multiplied by the sanitary load rate per existing land use and then assigned to the nearest manhole considered most likely to receive those flows. Sanitary land use loading rates were initially used to determine base flow rates throughout the City. Using the land use method to calculate total flow from the City resulted in total flow on par with metered values as the average flow. In order to determine future wastewater flow projections, the same land use method was used again, using future land use, to determine future flows.

Comprehensive Plan with System Needs

The population of the City of New Prague is projected to steadily increase over the next twenty years. In 2000, the population was 4,559 people and in 2010 the population was 7,321 people. If the City continues to grow at a similar rate, the population is estimated to be 11,900 by 2030 and 12,990 by 2035.

For modeling activities, anticipated wastewater flows from the various sanitary districts were determined by applying flow rates based on land use in each area, calibrated to the metered flows. Future flows were calculated using the land use method with the calibrated loading rates from the existing land use calculations. Loading rates were calibrated and applied to the future land use to determine future system flows. Flows from future areas anticipated to undergo development were assigned based on the current land use plan and preliminary development plans available from the City.

The results from the sanitary sewer modeling efforts indicate that the majority of the City's system does have the capacity to convey the anticipated peak flows for current and future conditions. There are four areas on the "watch list" where the system is either near capacity or may not have adequate capacity to handle future flows.

Executive Summary (continued)

These areas of concern include:

- 7th Street NE from the County Rd 37 Lift Station to Philipp Parkway (See Figure 12)
- The parallel trunk sanitary sewer mains running north from 2nd Street NW alongside the railroad tracks and then east over to 1st Avenue NW (See Figure 13)
- 1st Street SE/SW from Columbus Avenue S to 1st Avenue SW (See Figure 14)
- Columbus Avenue S from 8th Street SE to 3rd Street SE (see Figure 15)

These areas of concern will need either infrastructure improvements or to remain under observation during wet weather events and future growth. Rerouting some areas to future trunk systems and/or future sewer improvements (i.e., reducing I/I by replacing clay mains) may help to alleviate some of these areas as well.

Operation and Maintenance Plan

The operation and maintenance plan portion of the study is to serve as a guide to monitor, maintain, and rehabilitate the City's sanitary sewer collection system. Specific recommendations in the plan include rehabilitation of system components with concerns related to safety, welfare of City residents and employees; rehabilitation of system components to improve system condition; development or expansion of maintenance programs to help ensure periodic maintenance of the sewer system; establishing policies and ordinances to protect the City's sewer infrastructure; and equipment and staffing needs of the City.

Capital Improvement Plan

The Capital Improvement Plan (CIP) portion of the study identifies deficiencies which exist within the sanitary sewer collection system and associated lift stations. The plan identifies both operation and maintenance and capital expenditures to correct the deficiencies within the collection system and the associated lift stations. A summary of costs are included in Table 14.

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2018 Sanitary Sewer Collection System Comprehensive Plan

New Prague Comprehensive Plan

Prepared for City of New Prague, Minnesota

1 Introduction

The City of New Prague is an established city located southwest of the Minneapolis/St. Paul metropolitan area with an estimated 2017 population of 7,725 with 2,825 households. Population is projected to reach 12,990 residents by 2035. This Sanitary Sewer Comprehensive Plan will aid the City in future planning and development.

Sanitary sewage is collected in approximately 42 miles of sewer pipe ranging in size from 4 inches to 36 inches in diameter. There are nine sewage lift stations which serve areas distributed across the sanitary sewer collection system.

Treatment of wastewater from the City of New Prague takes place at its wastewater treatment plant north of the City. The average daily flow for 2017 was 0.85 million gallons per day (MGD). Flow from the western, eastern, and southern portions of the City converges at the Main Lift Station and flows to the treatment plant. Flow north of the Main Lift Station converges at the 12th and Columbus Lift Station and flows directly to the treatment plant. During wet weather events, excessive flows are pumped via the bypass lift station to the treatment plant. When flows from the three lift stations (Main, Bypass and 12th/Columbus) exceed the capacity of the treatment plant, staff has the ability to divert excessive flows to the equalization basin adjacent to the treatment plant.

2 System Inventory and Analysis

2.1 Existing Sanitary Sewer Collection System Gravity System

An inventory of pipe based on the material and size of the pipe is shown in Table 1. Maps of the existing collection system and of the material types are illustrated in Figures 1 and 2.

Table 1 – Pipe Size, Material and Length

Pipe Material	Diameter (in)	Length (miles)	Length (feet)
CLAY	6	0.03	171
	8	3.60	19,028
	10	0.64	3,365
	12	0.69	3,639
	15	0.32	1,708
	18	0.19	1,024
	21	0.03	150
CLAY Total		5.51	29,085
DIP	6	0.06	315
	12	0.10	534
	18	0.01	33
DIP Total		0.17	882
PVC	6	0.17	901
	8	25.23	133,210
	10	2.03	10,709
	12	2.49	13,155
	15	1.82	9,616
	18	0.09	480
	24	0.11	603
	30	0.46	2,414
	36	0.05	252
PVC Total		32.45	171,340
RCP	15	0.19	1,016
	18	0.21	1,095
	24	0.09	458
	30	0.82	4,311
	36	0.47	2,500
RCP Total		1.78	9,380
TRUSS	8	0.87	4,569
	10	0.09	464
	12	0.39	2,069
	15	0.55	2,916
TRUSS Total		1.90	10,018
UNKNOWN	8	0.03	175
	30	0.13	703
	36	0.03	175
	UNKNOWN	0.08	414
UNKNOWN Total		0.28	1,469
Grand Total		42.08	222,174

2.2 Lift Stations

The City of New Prague’s sanitary sewer system contains nine sewage lift stations. Table 2 identifies the capacity and the total detention time, from the inspections performed in October 2018.

Flow from the western, eastern, and southern portions of the City converges at the Main Lift Station and flows to the treatment plant. During wet weather events, excessive flows are able to bypass the Main Lift Station and be pumped via the Bypass Lift Station to the treatment plant. Flow north of the Main Lift Station converges at the 12th and Columbus Lift Station and flows directly to the treatment plant.

The capacity and physical condition at each station was inspected for this Comprehensive Plan. The purpose of the inspections was to identify deficiencies of each station and to establish a priority for improvements to the stations. Appendix A contains the results of the inspections for each lift station.

The adequacy of each station was evaluated against the following nine parameters:

- Station Hydraulic Capacity
- Safety
- Potential for Sewer Back-up
- Pump Review and Capacity
- Wet Well Physical Condition
- Valve Vault or Dry Well, Physical Condition
- Electrical Components
- Instrumentation/Control Issues
- Suitability of Location

An acceptability rating scale of 1 to 5 was established for the evaluation criteria described above for each of the nine stations. A rating of 1 is excellent; a rating of 2 is good, meaning the station is better than the average lift station in the metropolitan area; a rating of 3 means it is similar to an average station in the metropolitan area; a rating of 4 is below average, and a rating of 5 is unacceptable and the condition should be corrected in the near future. It must be understood that rating scores are subjective and different individuals would likely give different scores for any given parameter. Also, no universal standard exists. However, since the goal of the rating system is to establish a sense of relative need rather than concise determinations, the evaluations are deemed suitable for this study. A summary of the ratings is displayed in Table 3.

2.2.1 Station Hydraulic Capacity

The criteria for determining the adequacy of the hydraulic capacity is based on the conformance with the Ten States Standards which the Minnesota Pollution Control Agency has adopted as the State’s guidelines. This standard requires a 30 minutes hydraulic wet well detention at average daily flow.

Lift station wet well capacities and detention times at each lift station are presented in Table 2.

Table 2 – Lift Station Detention Time Calculations

Lift Station Name	Average Max Daily Flow Rate	Wet Well					
		Depth	Surface Area	Floor to Influent Sewer Invert	Volume	Detention Time	
	(gpd)	(ft)	(ft ²)	(ft)	(gal)	(min)	(hr)
12th & Columbus	59,968	26.1	50.26	6.64	2,497	60	1.0
County Rd 37	148,049	30.4	78.54	13.49	7,927	78	1.3
Bypass	N/A	20.8	144.00	9.00	9,694	N/A	N/A
Central	19,366	12.6	28.27	5.85	1,237	90	1.5
Chalupsky	8,569	17.8	28.27	6.00	1,269	210	3.5
Homefield	5,600	35.1	78.54	8.43	4,952	8,052	134.2
Lady Slipper	24,902	23.5	28.27	5.53	1,170	66	1.1
Library	48,314	17.4	19.64	5.54	814	42	0.4
Main	681,514	18.3	78.54	9.15	5,375	12	0.2

2.2.2 Safety

Safety issues affect both the permanent constructed facility and operational procedures. Construction items address ladders, fall protection devices, presence of safety harnesses, safety grating, railings, the need to access subsurface structures during operation, and whether service vehicles and operating personnel can remain off the public streets during maintenance activities.

The operational procedures which the City employs do not necessarily require construction of permanent facilities, but may include use of portable equipment.

2.2.3 Potential for Sewer Back-up

The evaluation of the potential for sewer back-ups include three items: (1) is a review of the history of problems at the station, (2) is whether the stations contain standby power capability (either a generator or a receptacle for plugging in to a standby generator) and (3) whether the volume of the wet well plus the influent sewer contains adequate storage capacity to allow the sewer utility staff time to connect an emergency generator before wastewater would back-up into houses, in the event of a power outage.

A detention time of one hour for the wet well plus gravity sewer is considered excellent. A detention time of 50 to 60 minutes is considered good, time of 40 to 50 minutes considered average, 30 to 40 minutes undesirable, and less than 30 minutes unacceptable. The previously presented Table 2 shows the calculated detention time for each station. It should be noted that the Main Lift Station has a detention time much less than desired minimum of 30 minutes, however the Main Lift Station is backed up by the Bypass lift station. The Library Lift Station also

has a detention time of less than 30 minutes and has been recommended for abandonment (see Section 3.3 below).

2.2.4 Pump Review and Capacity

Pump review is a review of pump capacity, pump age and maintenance record.

Pump capacity is a determination of whether the station has capacity to pump the peak hourly flow with the largest pump out of service.

Pumps are typically designed to operate for a period of fifteen years. Any pumps older than 15 years are subject to failure due to age.

Maintenance review is a summarization by the City staff of the amount of maintenance required on each pump.

2.2.5 Wet Well Physical Condition

The station physical condition evaluation addresses the physical condition of each station's concrete, hatches and miscellaneous metals. Steps into wet wells are considered unacceptable because they can become corroded and are not capable of being retrofitted with fall restraints.

2.2.6 Valve Vault or Dry Well, Physical Conditions

The physical condition of the valve vault addresses the condition of the concrete, the steps, access into the station, piping and valves and the overall cleanliness of the structure.

The physical condition of the dry well addresses the condition of the chamber, the ladder, access into the station, piping and valves, and the overall cleanliness of the structure.

2.2.7 Electrical Components

The electrical review evaluates the adequacy of the electrical service to each station, the adequacy of standby power, and the condition and accessibility of the pump control panel. Adequacy of electrical service considers the number of power outages and whether operation of the pumps causes dimming of lights in neighborhood. An unacceptable rating (rating of 5) is given to any station which requires an operator to enter a below ground structure to operate the pumps.

2.2.8 Instrumentation/Control/SCADA

For this parameter, each station was reviewed against the following criteria:

- Whether the station has alarms for station high and low levels
- Whether back-up pump controllers exist
- Whether SCADA transmits to the central control station

2.2.9 Suitability of Location

The suitability of location addresses:

- Each station's service area, maintenance accessibility, aesthetics, visibility and proximity to adjacent homes
- Potential for damage by the public

- Position within right-of-ways, easements or City owned property

Accessibility from a public street is considered very important. The potential for public damage is a consideration of whether the station is susceptible to being struck by an automobile or to vandalism.

A private driveway to the stations is deemed important to allow operation and maintenance staff to function without being threatened by passing traffic.

For the visibility to neighbors and proximity to homes criteria, it is assumed that a lift station detracts from value or desirability of an adjacent home, and aesthetic treatment at the lift station mitigates this detriment.

2.2.10

Acceptability Ratings

Table below ranks the condition of each station against the nine general parameters, based. The detailed review of all criteria for each of the 9 stations is contained in Appendix A.

Table 3 – Lift Station Acceptability Rating

Rating System									
1 – Excellent									
2 – Good									
3 – Average									
4 – Below Average									
5 – Unacceptable									
Station Name	Hydraulic Capacity	Safety	Back-Ups	Pump Review	Wet Well Physical Condition	Valve Vault Physical Condition	Electrical	SCADA	Location
12th & Columbus	1	3	3	2	2	2	2	1	1
37 (County Rd 37)	1	1	1	1	2	2	2	1	1
Bypass Lift Station	1	3	1	3	3	NA	2	1	1
Central	1	3	1	1	2	2	2	1	2
Chalupsky	1	3	1	1	2	NA	1	1	1
Homefield	1	1	1	1	2	3	1	1	1
Lady Slipper	1	3	1	2	3	NA	2	1	1
Library	3	4	1	4	4	2	2	1	2
Main	2	1	4	1	1	1	1	2	2

2.3 System Analysis

2.3.1 Sewer Infrastructure

2.3.1.1 Existing System

Treatment of wastewater is provided by the City's wastewater treatment plant located in the northern part of the City. The majority of the City's wastewater (Districts 2–5) converges at the Main Lift Station. Flow is pumped from the Main Lift Station to the wastewater treatment plant. During peak times, excessive flow bypasses the Main Lift Station and flows to the Bypass Lift Station to avoid overloading the Main Lift Station. The collection system in District 1 (see Figure 1), flows to the 12th and Columbus Lift Station prior to being conveyed to the plant. The plant receives additional flow from the Cedar Lake Sanitary District by a force main directly to the plant. If flows to the treatment plant exceed the capacity of the plant, treatment plant staff have the ability to direct the excess flows into an outside equalization basin at the plant.

The approximate undeveloped areas which are anticipated to be able to be served by gravity to existing collection system are shown in Figure 17.

2.3.1.2 Future System Expansion / Staged Growth

Expansion of the existing sanitary sewer network is proposed to support future growth. (See staged growth and future network configurations in Figure 3).

On the western side of the City, proposed expansion of the system would include the eventual installation of two permanent lift stations – one in the northwest (NW Lift Station) and one in the southwest, (SW Lift Station). In the early stage 1 and stage 2 of growth, it is assumed that the force main from the NW Lift Station would be directed south on an interim basis to the 6th Street NW gravity sewer until eventual development in the west and northwest would require the installation of a permanent force main along the 12th Street NW alignment to redirect flow from the NW Lift Station to the treatment plant.

Along the east side of the City, expansion of the system must include the eventual construction of the Alton Avenue Trunk Sanitary Sewer Main and Alton Avenue Lift Station and Force Main. Interim and/or permanent lift stations may direct flow into the existing system until the construction of the Alton Avenue Trunk Sanitary Sewer Main. Once complete, the areas served by a temporary lift station would be redirected by gravity to the Alton Trunk Sanitary Sewer Main or by gravity to a permanent lift station location (SE Lift Station). These potential network configurations were built and analyzed in the model. The configurations and staging can be seen in Figures 3–11.

In addition, there are currently plans to reconstruct and upgrade the sanitary sewer main along Main Street in year 2020, and to abandon Library Lift Station, redirecting the respective flow west along Main Street. The current 2020 Main Street sanitary sewer design along with the removal of the Library Lift Station were assumed in all scenarios of the model.

2.3.2 Sewer System Modeling

In order to provide the City of New Prague with existing and future planning information, the existing sewer system was evaluated using a hydraulic flow simulation model, InfoSWMM. This model was used to route sewer flows through the developed sewer structure of pipes, manholes,

and lift stations. The model calculates various hydraulic parameters during normal flow, surcharge, backflow, flooding and pumping conditions.

The City's existing GIS sewer structure data, record drawing information from previous sanitary sewer projects, lift station information and lift station inspections were compiled into a GIS database to configure the model. The model was then used to evaluate current and future sewer capacities and required system improvements.

For the purpose of the analysis, the land use method was used to generate sanitary sewer flows. Parcel acres were multiplied by the sanitary load rate per existing land use and then assigned to the nearest manhole considered most likely to receive those flows. Sanitary land use loading rates, listed in Table 4 were initially used to determine base flow rates throughout the City. The loading rates were calibrated so that the total flow throughout the model matched the metered average daily flow at the plant. In order to determine future wastewater flow projections, the same land use method was used again with future land use plans.

Table 4 – Sanitary Loading Rates

Land Use Code	Sanitary Loading Rate (Gal/Acre/Day)	Land Use Description
AG_VAC	2	Agricultural / Vacant
COM	1020	Commercial
GOLF	4	Golf Course
INDUSTRIAL	933	Industrial
PARK	4	Park
PUBLIC	310	Public
RED_MED	990	Medium Density Residential
RESINGLE	512	Low Density Residential
RESMULTI	1350	High Density Residential
ROW	0	Right-of-way

3 Comprehensive Plan with System Needs

3.1 Future Land Use

The information contained in this Comprehensive Sanitary Sewer Plan Update is based on the projected growth in the 2015 Comprehensive Plan. For the analysis, the future land use plan was broken down into three hypothetical development stages to model progressive growth. Stage One representing areas likely situated for more immediate growth, Stage Two as the intermediate growth stage, and Stage Three representing the build out growth boundary, as described in the Comprehensive Land Use Plan. The stages of growth and associated infrastructure are shown in Figure 3.

3.2

Sanitary Sewer Design Criteria

3.2.1

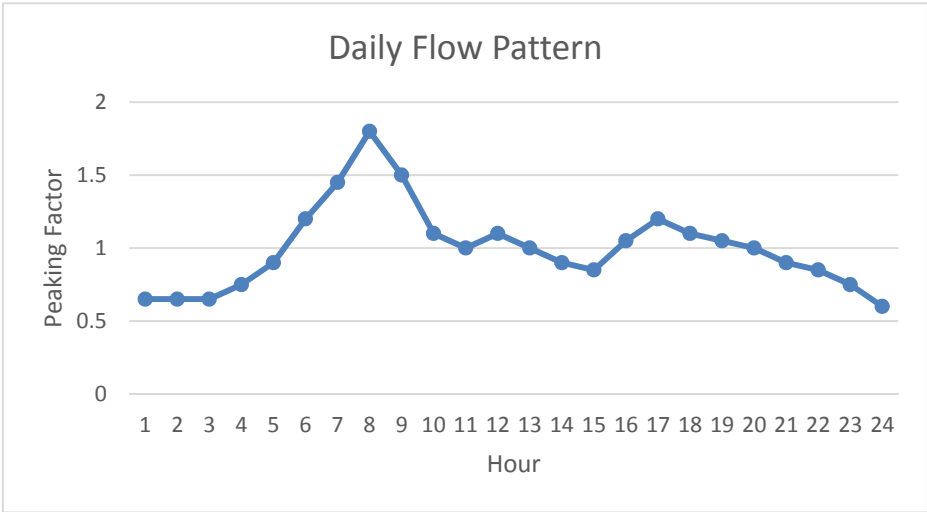
Flow Rates

Anticipated wastewater flows were determined by calculating flow rates based on land use and size of parcel. Sanitary loading rates were calibrated based upon flow monitoring per district and the density of sanitary loading type per district. Loading rates for future expansion were determined by assigning the average of existing loading rates to future parcels at the loading rates as summarized in Table 4.

3.2.2

Peak Flow Factors

The sanitary sewage conveyance system must be capable of handling the anticipated peak flows. Peak flows occur during both dry and wet conditions. The dry weather peak occurs during times of high demand and wet weather peaks occur during strong rain events. The dry weather peak is modeled by applying multipliers to the City’s average daily flow values to mimic the natural change in flow due to demand. The curve below was applied to the average daily flow to model anticipated daily flow patterns.



The wet weather peaks are modeled by integrating storm flows in addition to average daily flows. The peak flows from wet weather flow monitoring were applied to the average daily flows to mimic inflow and infiltration within the model. The following Table 5 shows the peaking factors per flow meter district for the September 2018 wet weather event modeled.

Table 5 – Peaking Factors by District

Flow Monitoring District	Peaking Factors
1A	11.6
1B	12.7
2	2.1
3	3.1
4	9.1
5	6.7

3.2.3 Design Flows

The sewer design flows were developed based on metered data from the City of New Prague. The current average daily flow, averaged from flow data over the past six years, at the plant is 0.79 MGD. However, this value includes the flow from Cedar Lake. It is necessary to remove the flow and isolate the flows directly from the City. Overall, the current New Prague flow formula is as follows:

$$Q_{\text{New Prague}} = Q_{\text{New Prague WWTP}} - Q_{\text{Cedar Lake Sanitary District}}$$

Table 6 – Average Daily Flow

Year	Flow (MGD)
2012	0.74
2013	0.79
2014	0.79
2015	0.75
2016	0.84
2017	0.85
Average	0.79
Cedar Lake Average Daily Flow	0.05
New Prague Average Daily Flow	0.74

The isolated average daily flow for New Prague is 0.74 MGD. The flow calculations were calibrated so that the total flows from the City were 0.74 MGD.

To determine future flow rates at each growth stage, calibrated loading rates from existing conditions were used in the model for future development and land use plans. Additional future flows from new development together with existing flows resulted in average daily flow values listed in the table below:

Table 7 – Average Daily Flow Per Growth Stage

Growth Scenario	Average Daily Flow (MGD)
Existing	0.74
Growth Stage 1	1.07
Growth Stage 2	1.17
Growth Stage 3	1.85

NOTE: the existing design capacity of the wastewater treatment plant is 1.83 MGD. It can be assumed that as future growth begins to reach the limits of the growth boundaries identified in stage 3, that the city would also be reaching the design capacity of the wastewater treatment facility.

3.3 Current and Future System Results

The model analyzed the hydraulic capacity and velocity for each growth stage scenario. Hydraulic capacity, determined by the depth/Diameter (d/D) ratios, evaluates the percent of the pipe capacity that is utilized. Ratios under 0.6 indicate that there is significant available capacity remaining within the pipe. Ratios between 0.6 and 0.8 should be considered to be within a “warning threshold,” meaning that there is little available capacity for additional flows. Further development or additional flow contributing to these segments should be assessed carefully and may not be allowed without pipe upsizing. Ratios greater than 0.8 may be a sign of potential pipe surcharging and should be closely looked at to determine whether the pipe capacity restriction at that point could cause a back-up or other potential risk of sewage spill. In terms of velocity, it is ideal for the flow velocity to remain within a range of 2–10 ft/s. Velocities below 2 ft/s present the risk of stagnant flows and allow for solids to settle. Velocities above 10 ft/s can erode the lining of the pipe and other supporting structures.

For existing conditions, flow velocities consistently stay below the 10 ft/s threshold. Along the larger trunk lines the majority of velocities remain between the ideal range of 2 ft/s–10 ft/s. However, the majority of the system’s smaller trunk lines remain under 2 ft/s. For the system, it is not of concern that that flow remains below 2 ft/s. Velocities for future growth stages are similar and are not of concern. The City’s maintenance program for pipe cleaning is appropriate and based on the history of back-ups, reasonably addresses this concern. If the maintenance program is continued it will address future concerns related to velocity. The velocity results can be seen in Figures 4–7.

For capacity, the majority of the pipe network remains below the 0.6 threshold and can adequately handle dry and wet weather flows in existing and future conditions. There are five noted segments of sewer main which have been identified where the capacity exceeds the 0.7 and 0.8 values.

These areas of concern include:

- 7th Street NE from the County Rd 37 Lift Station to Philipp Parkway (see Figure 12)
- The parallel trunk sanitary sewer mains running north from 2nd Street NW alongside the railroad tracks and then east over to 1st Avenue NW (see Figure 13)
- 1st Street SE/SW from Columbus Avenue S to 1st Avenue SW (see Figure 14)
- Columbus Avenue S from 8th Street SE to 3rd Street SE (see Figure 15)
- Easement between Ironwood Avenue and 7th Street NE, downstream of Highview Drive NE (see Inset A)

The parallel trunk sanitary sewer mains running north from 2nd Street NW along the railroad tracks are at different elevations. The westerly main is at a lower elevation than the easterly main and therefore flow initially reaches the westerly main before flow would ever reach the easterly main at the higher elevation. There are several segments of pipe in the westerly main which appear to be at or below minimum grade for its correlating pipe diameter. Pipes laid at a lower (flatter) grade than the minimum recommended grade can result in slower velocity flows, surcharging and potential back-ups (see Figure 13).

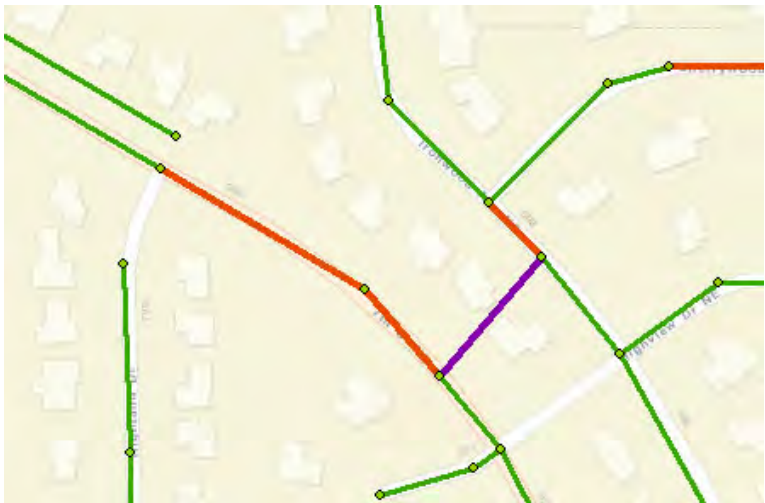
The segments of sanitary sewer mains along 1st Street SE/SW and 7th Street NE are similar situations (Figures 12 and 14) with several segments of pipe which appear to be at or below the minimum grade for their correlating pipe diameters. It is recommended that these areas be

monitored during wet weather events for potential surcharging of pipes. Some of these segments of pipe on 7th Street NE could see some reduction in flow once the Alton Avenue Trunk Sanitary Sewer Main comes on line in the future and some areas to the east are redirected to the Alton Avenue trunk main.

The sanitary sewer main along Columbus Avenue S (Figure 15) appears to be at grades greater (steeper) than minimum grade but the pipes appear to be slightly undersized as compared to the upstream wet weather flows. It is also recommended to monitor this segment of sanitary main during wet weather events. In the future, if development pressure begins to occur from the south along 1st Avenue SE, there is the potential of additional flow to be directed through this sanitary sewer main on Columbus Avenue S. Future consideration should be given to replacing and reconstructing this main to upsize and adjust grades of the main to improve flow and capacities.

The pipe which intersects 7th Street NE downstream of Highview Drive NE (see Inset A) has a smaller diameter than the trunk along 7th Street NE. Pipes of smaller diameter join at the manhole with two other pipes of larger diameter (for instance an 8 inch pipe entering the 15 inch pipe). The pipes shown to be surcharging appear to have been installed at the same invert elevation as the larger trunk sewer main. Preferred sewer designs has the crowns of pipe matching which limits potential issues such as this). A high water level remains constant between the smaller and larger diameter pipes. However, in the smaller pipes the constant water depth causes the high d/D values. Modifications to the grade and/or invert elevations would make little to no change in the water level and would be costly. Therefore, it is not recommended to make any physical changes and simply to monitor these pipes in the future.

Inset A - 7th Street NE downstream of Highview Drive NE



The Library Lift Station has been an area of focus within the model. Discussions have taken place to consider abandoning the Library Lift Station and rerouting those flows to the west down Main Street with the 2020 reconstruction project. Two scenarios within the model tested the system's response with the lift station activated and deactivated. Removing the Library Lift Station and routing the flows west along Main Street places no additional stress on downstream portions of the system. The immediate downstream network remains below the 0.6 threshold and

areas further downstream show little to no change in terms of capacity as seen in Figure 13. With the predicted future scenarios, it is feasible to abandon the Library Lift Station.

3.3.1 Gravity Sewer

Maintenance in the sewer system typically involves cleaning the sewer using a combination of jetters and vacuor trucks to remove debris from the sewer pipes.

Root intrusion in the joints of clay pipe can be an issue of ongoing maintenance which requires cutting and removal to remove obstructions in the pipe and allow unobstructed flow of the sewage through the system. Once roots begin to enter the sanitary sewer, it is very difficult to eliminate the recurring growth. The simple cutting of roots often promotes additional growth. Unmanaged root growth can also cause the clay pipe to crack, impacting the integrity of the pipe. Cracked pipes allow additional groundwater and soil into the sewer system.

With little remaining clay pipe, the City has not had many issues in recent years with root intrusion. The exception is the easterly trunk sanitary sewer main north of 2nd Street NW, running along the railroad, which has not been televised due to root obstructions.

Fortunately for the City, most of the old clay sanitary sewers have been replaced during street reconstruction projects between 2001 and 2014. Little clay sanitary sewer pipe is expected to remain following planned capital improvement projects in 2019-2023.

The only significant clay sanitary sewer pipe expected to still be in place after the planned 2023 improvement will be:

- Segments of sanitary sewer main along Columbus Avenue S
- The easterly trunk sanitary sewer main north of 2nd Street NW running along the railroad
- Segments of sanitary sewer main along TH 13/21, south of Main Street

3.4 Recommended Maintenance Program

Proper monitoring and maintenance of the existing system is an important factor in the long-term viability of the system. Maintaining the system extends the life of the system and decreases the likelihood of sewer backups. Sewer backups often lead to property damage claims against the City.

3.4.1 System Cleaning

Cleaning practices vary from city to city depending on available budgets and the condition of the sewer system. Practices range from annual cleaning of all sewers to inconsistent cleaning of known problem areas.

For reasons mentioned above, it is recommended that cities clean clay sewers every three years, or more often when conditions require it, to minimize sewer backups. New Prague currently (2018) has approximately 5.5 miles of clay sewer pipe. Similarly, it is recommended that sanitary sewers of other pipe materials be cleaned every five to seven years. New Prague currently (2018) has approximately 37 miles of sewers in this category.

The City currently cleans 1/4 of the system (approximately 10–11 miles of sanitary sewer mains) each year plus additional trouble areas. The current program addresses the needs of the system based on the recommended yearly schedule.

3.4.2 System Televising

It is recommended that New Prague establish a televising program to televise all sewers. This would establish a “base line” televising database for all sewers in the community. The televising records should be digitally attached to GIS information already developed providing the City with a tool available to maintenance and engineering personnel.

The City has already established a practice of televising sewers in areas where street rehabilitation or reconstruction is scheduled to occur. This allows the City to be efficient with infrastructure management and to avoid situations that require removing portions of a newly constructed street.

Contracts for new sewer construction should include the televising of the newly installed sewer. A copy of the televising should be provided to the City at the end of the project. Televising provides baseline information for the sewer and validates service locations. It also reduces the need for current deflection testing.

3.4.2.1 System Televising Costs

The most efficient means to do this would be to develop a televising program that coincides with the cleaning program described above. It is recommended that the City televise the entire system every 10 years. A 10-year schedule equates to approximately 4 miles per year. Televising costs are estimated at \$3,000 per mile. A program to televise 4 miles per year results in a contract cost of \$12,000 per year.

4 Operation and Maintenance Plan

The purpose of an operation and maintenance plan is to serve as a guide to operate, monitor, maintain, and rehabilitate the City’s sanitary sewer system. Primary goals of the plan include reducing claims against the City related to sewer backups and continued compliance with local and regional standards for wastewater, including the control of I/I to the system. Specific recommendations in this plan include:

- Rehabilitating system components with concerns related to safety and welfare of City residents and employees
- Rehabilitating system components to improve system effectiveness
- Implementing programs to periodically evaluate system condition
- Expand maintenance programs to help ensure periodic maintenance of the sewer system
- Establishing policies and ordinances to protect the City’s sewer infrastructure.

4.1 Existing Public Works Utility Maintenance Division

New Prague Public Works staff, management staff and the elected officials of the community have worked together to develop an efficient public works department that is cross-trained in various other duties assigned to all of Public Works.

Preventative maintenance is conducted by the department on a regular basis and consists of sewer main cleaning; lift station maintenance monitoring and inspection; manhole repairs and rehabilitation; sewer televising; and customer service on a 24-hour, seven days per week basis. The maintenance frequency is based upon inspection and historical data.

4.1.1 Sewer Maintenance Equipment

The City has equipment typical of most communities the size of New Prague. The list of equipment specific to sewer maintenance includes:

- Jetter/Vac Truck
- Generators (portable and stationary)
- Push Camera

4.1.2 Sewer Maintenance Staff

The public works utility staff includes one sewer utilities supervisor and six staff positions. Staffing levels are comparable to other communities in and around the metro area.

4.2 Maintenance Activities

City Maintenance staff jets and cleans approximately 25% (10–11 miles) of the sanitary sewer collection system on an annual basis. Sanitary sewer main line televising and repairs are generally conducted in conjunction with street improvement projects.

Most communities would consider typical routine maintenance of the sewer system to include:

- Televising all sewer lines one time to develop a baseline inventory of the system and periodically thereafter to monitor system changes
- Cleaning of all sewer lines once every 5 years
- Cleaning “trouble spots” as needed

Restaurant grease is an issue in some areas of the system. Maintenance activities have increased in known problem areas. New Prague inspects these known areas on a weekly basis. New Prague cleans the problem areas when there are indications of blockages in addition to routine cleaning. It is recommended that ordinances and policies be reviewed and modified regarding the installation, maintenance, and inspection of grease traps.

4.2.1 Lift Station Access Procedures

The City should maintain written maintenance procedures for accessing the lift stations. The procedures should include the following items:

- Maintain barriers or grating whenever structures are open – either temporary or permanent
- Never enter a subsurface structure without a partner present
- Follow confined space requirements
- Check for applicable gases with appropriate meter
- Operate appropriate ventilation, either portable or permanent
- Maintain required light levels
- Make sure temporary lighting is intrinsically safe
- Make sure temporary ladders meet safety codes and are properly secured
- Use fall protection and safety harnesses
- Carry an electronic communication device such as a radio

4.2.2 Lift Station Maintenance

It is important that the City maintain an active preventive maintenance program for each station. Lift stations represent a vulnerable component of the sanitary sewer collection system. The City pro-actively inspects the lift stations on a daily basis. The program should consist of two parts: actions performed on at least a twice weekly basis and actions performed annually.

The following maintenance tasks should be performed and recorded at least twice weekly:

- Visual site inspection
- Visual inspection of wet well
- Observe pump operation cycle
- Record pump run times
- Monitor system alarms
- Inspect auxiliary equipment in dry well such as sump pump, etc.

Once per year each pump should receive a field and shop inspection, by a pump engineer, which covers the following items:

- Check electrical condition of insulation on power cable
- Check for function of control panel and any loose or faulty electrical connections
- Check voltage supply between all phases on the line side of the electrical control panel with pump off
- Check amperage draw on all phases of the pump motor
- Check voltage between all phases on the load side of the pump motor starter. Check control power
- Check condition and operation of motor thermal protectors.
- Remove submersible pumps from lift station for physical inspection
- Check condition of upper shaft seals and inspect condition oil
- Check condition and operation of moisture sensors
- Check lower shaft seals and inspect condition of oil
- Change oil
- Check whether impeller is loose or worn
- Check all impeller wear rings
- Check for noisy upper and lower bearings
- Check damaged or cut pump cable
- Clean, reset and check operation of the pump alternator and level sensors
- Check for correct shaft rotation
- Reinstall pump and check for leakage at the discharge connection
- Observe one operating cycle
- Prepare inspection report

4.3 Inflow and Infiltration

4.3.1 Background Information

Inflow and Infiltration (I/I) is the amount of clear water entering the collection system. Infiltration is the contribution of flow that is primarily attributable to high groundwater levels, while inflow is attributed to direct discharge of clear water into the sanitary system. It is important that I/I flows be kept to a minimum to maintain pipe capacity and preserve treatment plant capacity.

The efficiency of the sanitary sewer system can be diminished if the outside sources of water are permitted to enter the sewer network. This can happen as a result of sump pumps or foundation drains being illegally connected to the sanitary sewer (inflow) or through the infiltration of ground water into pipes that are damaged or not properly sealed. The volume of wastewater which must be treated can be unnecessarily large during periods of heavy precipitation. The consequences of this are obvious in that the treatment system must accommodate larger volumes of wastewater.

4.3.2 Overall Sanitary Sewer Program Policy

4.3.2.1 Local Sanitary Sewer Ordinances

4.3.2.1.1 Service Lines

Current City ordinances and policies indicate that the property owner is responsible for the sewer service line between the mainline in the street and building or home. This is consistent with many other communities. The City may have experienced some problems related to owner maintenance of sewer services. Most notably are sewer backups which occur because of debris left in mainline sewers after service cleaning.

Options to address this issue include:

- Require permits for sewer service maintenance activities
- Require private maintenance companies to obtain a City license renewed on a regular basis

Permitting each service maintenance activity would be an added administrative activity that could become laborious. We recommend that the City consider developing a licensing program that requires maintenance companies to obtain a City license that is renewed periodically. Conditions of the permit should be notification of sewer maintenance staff of all activities on private and public sewers prior to performing the maintenance activity. Failure to comply would result in revoking of the license or prevent renewal in the future.

The City's policy is to replace sanitary sewer services between the sewer main and the right-of-way when the sanitary main is replaced. This policy helps to reduce some Infiltration occurring at the sewer service pipe.

4.3.3 Current and Future Measures to Mitigate I/I

It is recommended that the City of New Prague develop a private property inspection program to continue efforts to remove I/I from the sanitary sewer system. A large portion of work to reduce I/I has been undertaken, with the replacement of the majority of clay sanitary sewer pipe. Other sources of I/I do exist, in manholes, illegal connections to the sanitary sewer system, service connections, sump pumps, foundation drains and potential leaks/cracks/issues from older homes.

The City's main priorities for the mitigation of I/I should be in the education of private property owners about the sources of I/I and the costs associated with I/I.

4.3.3.1 Private Property Inspections

Private properties have potential to be high contributors of I/I to the gravity sanitary system. A program to inspect foundation drains, cracks in sewer service, roots in sewer service and sump pump connections is recommended to continue work to remove I/I from the system. Illegal discharges to the system from foundation drains and sump pumps are easy ways to remove consistent I/I contributions. Modifications to the City ordinance should be considered to allow for inspection and require correction of code incompliance related to private property service laterals. It is recommended that the program documents and evaluates laterals for I/I susceptibility and repair.

4.3.3.2 Clay Pipe Sewer Service Connections

It is known that clay pipe service connections are weak points in the work to remove I/I. A lined gravity segment may still have I/I issues, stemming from cracked clay pipe service connections and root growth between the service connection and mainline. Root balls also can develop in the service connection and enter the mainline, causing flow issues in lined (and unlined) segments. The cost of rehabilitating service lines will exceed the cost of mainline rehabilitation. The anticipated cost to line sewer services is estimated at \$5,000–\$10,000 per typical 60–70 foot long service line (\$90–150/linear foot), per recent capital improvement projects.

4.3.3.3 Manhole Rehabilitation

Another commonly overlooked area in the work to remove I/I is manhole rehabilitation. Manholes also crack and leak, have root growth, etc. and allow I/I to enter the gravity system. There are many options for manhole rehabilitation, ranging from replacement of adjusting rings and casting, full manhole lining to manhole replacement. Within the lining rehabilitation method, many products with different strengths/situational strengths exist on the market and can be installed at a very reasonable price. Manholes age just like pipe segments, it is recommended to assess the condition of the City's manholes with respect to age and then pursue a manhole rehabilitation project.

5 Capital Improvement Plan – Recommendations

The purpose of a capital improvement plan is to serve as a guide to monitor, maintain, and rehabilitate the City's sanitary sewer system. Primary goals of the plan include the reduction of claims against the City related to sewer backups, increasing or relieving system capacity in critical areas and continued compliance with local and regional standards for wastewater, including the control of I/I to the system. Specific recommendations in this plan include:

- rehabilitation of system components with concerns related to safety, health, and welfare of City residents and employees;
- rehabilitation of system components to improve system effectiveness;
- implementation of programs to periodically evaluate system condition;
- development or expansion of maintenance programs to ensure periodic maintenance of the sewer system;
- establishing policies and ordinances to protect the City's sewer infrastructure; and
- equipment and staffing needs of the City.

5.1 Sewers

Rehabilitation of sewers in disrepair improves flow through the sewers and reduces maintenance expenditures on the system. The proper maintenance and rehabilitation of existing sewers extends the life of the sewer and reduces costly reconstruction of the system.

5.1.1 Collection System Improvements

The following is a list of recommended improvements that should be considered in the near term to the existing and expanding system:

5.1.1.1 2019 Third Avenue NE and 2020 Main Street Sanitary Sewer Reconstructions

Replacement and upsizing of the existing trunk sanitary sewer main, along with revising the profile to allow for the abandonment of the Library Lift Station will help to relieve some of the burden on 1st Street SE/SW that was identified by the model. Abandoning the lift station will be a cost benefit over time by reducing ongoing maintenance costs and eventual replacement of the Library Lift Station. This work is currently planned.

5.1.1.2 Evaluation of the Railroad Trunk Sanitary Sewer Mains (north of 2nd Street NW, along the railroad tracks)

This is a High Priority Item: The condition and integrity of these dual mains is unknown. Clean, inspect and televise the westerly 18-inch clay trunk sanitary sewer main north of 2nd Street NE, along the railroad tracks. This work may likely require cleaning, inspection, televising and verifying the integrity of the easterly 12-inch clay main as well which could be used as a temporary bypass during any work on the westerly trunk main.

Following the evaluation, review best options for the long-term use of this trunk main; installation of cured in-place pipe liner (CIPP) or potential replacement and upsizing of this trunk main. CIPP may be a viable long-term option as lining will protect the pipe integrity and improve hydraulics with a smoother pipe interior.

5.1.1.3 Replacement or CIPP of remaining Clay Sanitary Sewer Mains

Planned improvement projects in 2019–2023 will replace a significant amount of the remaining clay pipe. Consideration should be given to lining (CIPP) or replacing the remaining clay mains as soon as practical. Figure 2 illustrates the different pipe materials within the network.

5.1.1.4 Removal of sediment from various structures

Sediment observed in the vault area and in the trunk mains coming into the main lift station is affecting the capacity of the network. A program should be implemented to clean and remove sediment.

5.1.1.5 Expansion of the Collection System

Proposed expansion of the collection system will generally be developer driven and based on location and timing. Expansion and rerouting of the collection system will help to relieve the existing system in some critical areas which have been identified in this study as nearing capacity if continued growth is added to the existing system. The respective system expansions are described below and in the attached figures 18 and 19.

5.1.1.5.1 NE Lift Station and Alton Avenue Trunk Sanitary Sewer Main

Construction of this east trunk sanitary sewer main will provide sanitary sewer service to the developable commercial areas along TH19 and Alton Avenue. Construction of the Alton Trunk Sanitary Sewer Main will also provide for the abandonment of the Chalupsky and Lady Slipper lift stations. A new lift station will need to be constructed in the vicinity of 12th Street NE and Alton Avenue NE (see Figure 18).

The Alton Avenue Trunk Sanitary Sewer Improvements are roughly estimated at \$7 Million (2018\$'s) based on estimated costs in a previous study of this area, titled; "Proposed Alton Avenue Site – Engineering Review of Infrastructure Requirements to Service Area", dated November 14, 2007.

These improvements are the most viable in the short-term, will effect a number of developable properties and includes a number of critical design challenges. For those reasons, it is recommended that a more detailed engineering feasibility study be conducted, which should include field elevation surveys and subsurface soil explorations to refine the scope and estimated costs of these improvements and to confirm feasibility.

5.1.1.5.2 SE Lift Station and Southeast Trunk Sanitary Sewer Main

Following the construction of the Alton Avenue Trunk Sanitary Sewer and NE Lift Station, development in the SE portion of the City, east of Alton Avenue and west of Sand Creek will be serviceable via a future SE lift station (see Figure 18). The future SE Lift Station will be pumped to the Alton Trunk Sanitary Sewer Main. A second option was reviewed and considered to provide gravity sewer to this area from the Alton Trunk Main, but it would result in excess sewer depths of 35 feet deep at Highway 19/13 and south in the vicinity of CSAH 3. For that reason, the second option was not recommended.

5.1.1.5.3 NW Lift Station and 11th Avenue NW Trunk Sanitary Sewer Main

The existing collection system in the vicinity of Raven Stream Elementary and Naylor Avenue can service much of these adjacent areas by gravity. As development progresses north of the 6th Street NW, it will require the construction of the NW Lift Station. In the short-term (Stage 1), it may be more practical to route the flows south along the 11th Avenue NW alignment to 6th Street NW in a temporary, "interim" force main until additional development in the NW area (Stage 2 or 3) can justify expansion of the lift station capacity and conveying the flow east along the 12th Street NW to the WWTP in a permanent force main (see Figures 9, 10 and 19).

This area was studied in the past in a report titled; "NW Development Area – Review of Infrastructure Requirements to Service Area", dated November 14, 2007.

5.1.1.5.4 SW Lift Station and Southwest Trunk Sanitary Sewer Main

An existing 21 foot deep 30 inch trunk main is stubbed to the south at 11th Avenue SW, however due to topography it likely cannot be extended to the south due to the low ground elevations directly to the south. There is significant developable property south and west of 11th Avenue SW which can be reached with gravity sewer by constructing sewer main to the west from 11th Avenue SW and then to the south to bypass the low areas. Ultimately to service areas further to the south and east of 11th Avenue SW, the SW Lift Station will be required (see Figure 19).

This area was studied in the past in a report titled; "Public Infrastructure Improvements – Southwest Area Commercial Development", dated November 3, 2008. However the scope and estimates in that study looked at a temporary lift station and interim improvements to service a potential Walmart development that did not take place.

5.2 Administrative

5.2.1.1 Private Property Inspection Program

Review and amend ordinance(s) as needed. Establish a program to educate the public about I/I as well as to conduct inspection of homes for conforming sump pumps. Require compliance inspection upon sale of home or with any significant remodeling.

Much can be accomplished through education materials. Physical inspections can be accomplished as part of the home sale process or in conjunction with other home inspections or as a specific project/task.

5.2.1.2 GIS Data

- Update GIS Data to include inverts established in developing the sanitary sewer model.
- Update inverts in GIS for areas around the Main and Bypass Lift Stations.
- Link digital televising video data to the respective pipe segments in the GIS system.

5.3 Lift Stations

The adequacy of each lift station was evaluated against the following nine parameters:

- Station Hydraulic Capacity
- Safety
- Potential for Sewer Back-up
- Pump Review and Capacity
- Wet Well Physical Condition
- Valve Vault or Dry Well, Physical Condition
- Electrical Components
- Instrumentation/Control Issues
- Suitability of Location

The criteria by which each of these parameters was evaluated is discussed in Section 2.2.

An acceptability rating scale of 1 to 5 was established for the evaluation criteria listed above for each of the three stations. A rating of 1 is excellent; a rating of 2 is good meaning the station is better than the average lift station in the metropolitan area; a rating of 3 means it is similar to an average station in the metropolitan area; a rating of 4 indicates this parameter is below average, and a rating of 5 is unacceptable and the condition should be corrected in the near future. It must be understood that rating scores are subjective and different individuals would likely give different scores for any given parameter. Also, no universal standard exists. However, since the goal of the rating system is to establish a sense of relative need rather than concise determinations, the evaluations are deemed suitable for this study.

5.3.1 Lift Station Improvements

Table 3 contains acceptability ratings for each sewage lift station in the City. All the stations have an overall rating of better than the industry average. Individual parameters in each of the stations contain a range of excellent to below average ratings. Such deficiencies can most likely be

corrected individually at each station. The decision of which to pursue depends upon the severity of the individual deficiencies.

The adequacy of each lift station was evaluated against nine parameters, described in Section 2 of this report.

5.3.1.1 12th and Columbus

The following list identifies recommended improvements for the 12th and Columbus Lift Station in the next 3–5 years:

- Replace above ground (steel) wet well portion
- Install fall protection, safety grating (wet well)
- Install fall protection (Dry Well), net type

Additionally, the following list identifies recommended improvements for the 12th and Columbus Lift Station in the next 6–10 years:

- New Generator (Natural Gas)

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.2 37 (County Rd 37)

The following list identifies recommended improvements for the County Road 37 Lift Station in the next 3–5 years:

- Replace guiderail brackets
- Install fall protection, safety grating (Valve Vault)

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.3 Bypass

The following list identifies recommended improvements for the Bypass Lift Station in the next 3–5 years:

- Install new ventilation
- Install fall protection, safety grating (Wet Well)
- Seal leaking Wet Well Joints
- Review Pump Sizing

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.4 Central

The following list identifies recommended improvements for the Central Lift Station in the next 3–5 years:

- Install fall protection, safety grating (Wet Well)
- Seal leaking Wet Well Joints
- Install new generator hookups

- Install fall protection (Valve Vault), net type
- Repair/Replace I-beam under slab

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.5 Chalupsky

Note: This lift station is targeted for eventual abandonment upon the construction of the Alton Avenue Trunk Sanitary Sewer Main.

In the meantime, the following list identifies recommended improvements for the Chalupsky Lift Station in the next 3-5 years if this lift station were to be left in place for a longer period of time:

- Install fall protection, safety grating (Wet Well)
- Remove/replace rusted riser plate under Wet Well hatch

Additionally, the following list identifies recommended improvements for the Chalupsky Lift Station in the next 6–10 years:

- New Generator (Natural Gas)

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.6 Homefield

The following list identifies recommended improvements for the Homefield Lift Station in the next 3–5 years:

- Seal leaking Wet Well Joints
- Seal leaking Valve Vault Joints
- Install fall protection (Valve Vault), net type

Additionally, the following list identifies recommended improvements for the Homefield Lift Station in the next 6–10 years:

- New Generator (Natural Gas)

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.7 Lady Slipper

Note: This lift station is targeted for eventual abandonment upon the construction of the Alton Avenue Trunk Sanitary Sewer Main, NE lift Station and development of the Bisek property north of 7th Street NE.

In the meantime, the following list identifies recommended improvements for the Lady Slipper Lift Station in the next 3–5 years if this lift station were to be left in place for a longer period of time:

- Install fall protection, safety grating (Wet Well)
- Seal leaking Wet Well top slab
- Seal electric conduit penetration at Wet Well
- Remove/replace rusted riser plate under Wet Well hatch

Additionally, the following list identifies recommended improvements for the Lady Slipper Lift Station in the next 6–10 years:

- New Generator (Natural Gas)

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.8 Main

The following list identifies recommended improvements for the Main Lift Station in the next 3–5 years:

- Replace/Repair Valve Vault Drain
- Diversion Structure Improvements

Any parameter which received a rating of above average are not listed as requiring improvement during the next 10 years in the capital improvement plan.

5.3.1.9 Library

No recommendations are provided here as the Library lift station is proposed to be abandoned in 2020 following the proposed Main Street sanitary sewer improvements.

5.4 Ten Year Plan Summary

The tables below identify estimated maintenance costs which should be programmed by the City over the next 10 years. Capital Improvements which are assumed to be mostly developer driven and a developer costs are not included in this cost summary. The exception is the Alton Avenue Trunk Sanitary Sewer improvements which are expected to be a more significant City cost.

Table 8 – Capital Improvement Plan – Sewer Collection System

Item No.	Description	Recommended Year	Est. Cost
5.1.1.1	2019 & 2020 Sanitary Sewer System	2019 - 2020	\$ 900,000
5.1.1.2a	Evaluation of RR Trunk Sewer Mains	2019	\$ 10,000
5.1.1.2b	RR Trunk Sewer – CIPP or Replace	TBD	\$200K–\$500K
5.1.1.3a	Replace clay mains 2021-2023	2021-2023	\$2 Million
5.1.1.3b	Replace or CIPP remaining clay mains	TBD	\$1 Million
5.1.1.4	Remove Sediment from Vault and Trunk Sewer	2019	\$10,000
5.1.1.5.1	NE Lift Station and Alton Avenue Trunk Sanitary Sewer Main	TBD	\$7 Million Developer/City
5.1.1.5.2	SE Lift Station and Southeast Trunk Sanitary Sewer Main	TBD	\$3 Million Developer/City
5.1.1.5.3	NW Lift Station and 11 th Avenue NW Trunk Sanitary Sewer Main	TBD	\$9 Million Developer/City
5.1.1.5.4	SW Lift Station and Southwest Trunk Sanitary Sewer Main	TBD	\$5 Million Developer/City
5.2.1.1	Private Property Sump Pump Inspection	TBD	TBD
5.2.1.2	GIS Data Update	2019	TBD

Table 9 – Capital Improvement Plan – Sewer Collection System

	Quantity	Unit Cost	Cost per Year
Gravity Sewer			
Cleaning and Jetting	9 miles	\$ 3,000	\$ 27,000
Televising	4 miles	\$ 3,000	\$ 12,000
Total Yearly Maintenance Cost			\$ 39,000

Table 10 – Lift Station Capital Improvement Plan

Lift Station	Cost
12th & Columbus	\$107,600
37 (County Rd 37)	\$5,000
Bypass	\$9,500
Central	\$14,000
Chalupsky(1)	\$33,750
Homefield	\$34,390
Lady Slipper(1)	\$35,890
Main	\$36,500
TOTAL	\$276,630
(1) Chalupsky and Lady Slipper Lift Stations have been identified to be abandoned with the completion of the Alton Avenue Trunk Sanitary Sewer Main. See attached Figures and Exhibits.	

6 Summary/Recommendations

It is recommended that this Comprehensive Sanitary Sewer Plan be used as the basis for planned growth and development within and outside of the city limits.

It is recommended that the City program and implement the Capital Improvements outlined in Section 5 of this report. Those identified as to be completed in 2019 are recommended as high priority items.

It is recommended that Public Works staff continue to monitor the specific areas in the existing collection system that have been identified by the model as close to capacity. These areas should be reviewed following large rain events (see Figures 8–11).

It is recommended that the sanitary sewer model developed for this comprehensive plan be kept up-to-date with future improvements and that it be utilized as development improvements are proposed to verify and confirm optimum pipe sizes and grades for proposed trunk sanitary sewer.

When a development is proposed in one of the identified growth areas which requires the construction of a trunk main and/or lift station, a detailed feasibility study should be conducted for all critical elements to confirm locations, alignments, elevations, grades and pipe sizes, as well as details required for the lift station.

Figures

Figure 1 – Flow Metering Locations

Figure 2 – Sanitary Pipe Materials

Figure 3 – Future Network Configurations

Figure 4 – Flow Velocity for Dry Weather Flow in Existing Conditions

Figure 5 – Flow Velocity for Dry Weather Flow in Growth Stage 1

Figure 6 – Flow Velocity for Dry Weather Flow in Growth Stage 2

Figure 7 – Flow Velocity for Dry Weather Flow in Growth Stage 3

Figure 8 – Pipe Capacity for Wet Weather Flow in Existing Conditions

Figure 9 – Pipe Capacity for Wet Weather Flow in Growth Stage 1

Figure 10 – Pipe Capacity for Wet Weather Flow in Growth Stage 2

Figure 11 – Pipe Capacity for Wet Weather Flow in Growth Stage 3

Figure 12 – Pipe Capacity for 7th Street NE and County Road 37 Lift Station

Figure 13 – Pipe Capacity for Parallel Lines Along Railroad

Figure 14 – Pipe Capacity along 1st Street SE/SW

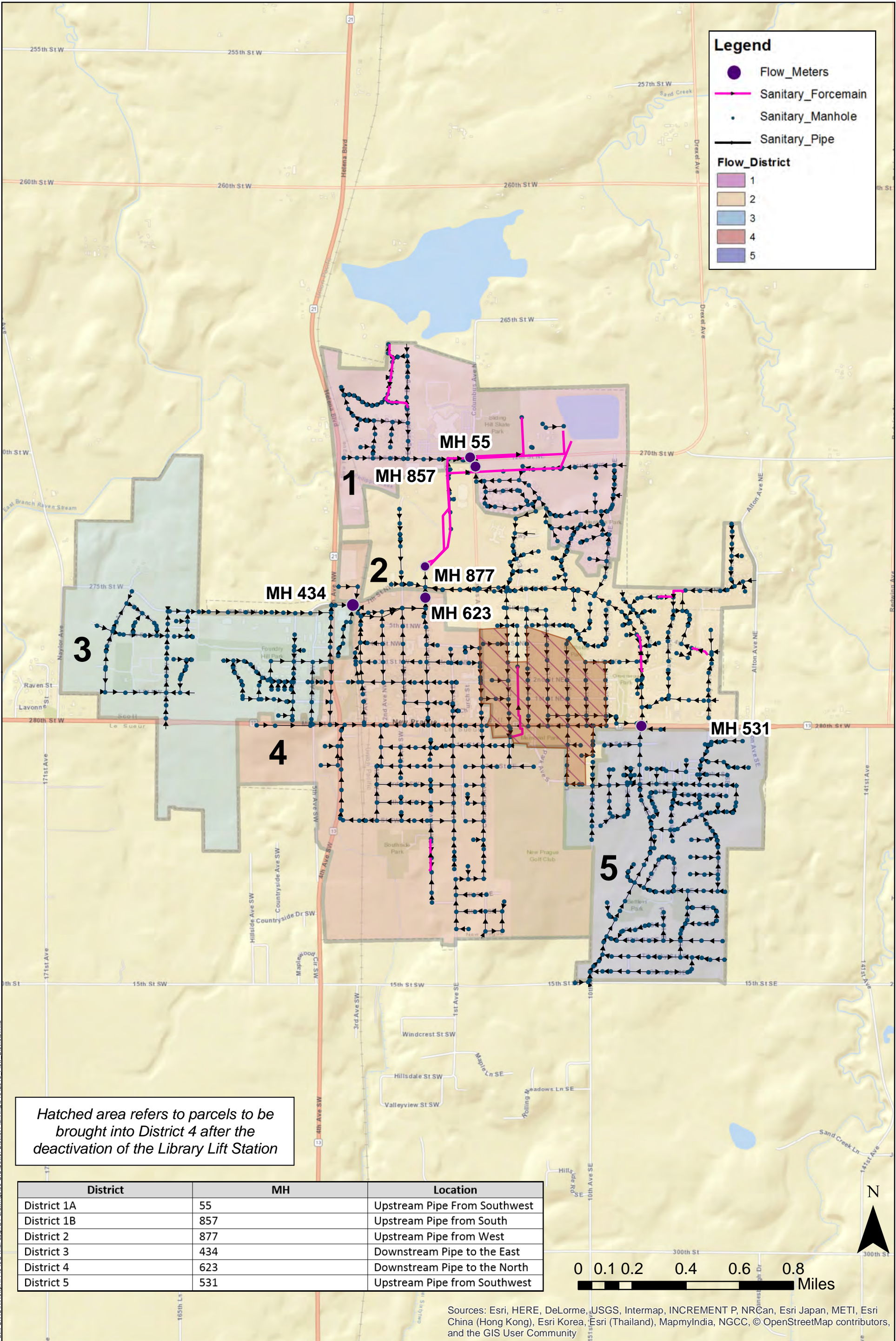
Figure 15 – Pipe Capacity along Columbus Avenue S

Figure 16 – Conceptual Ultimate Service Areas

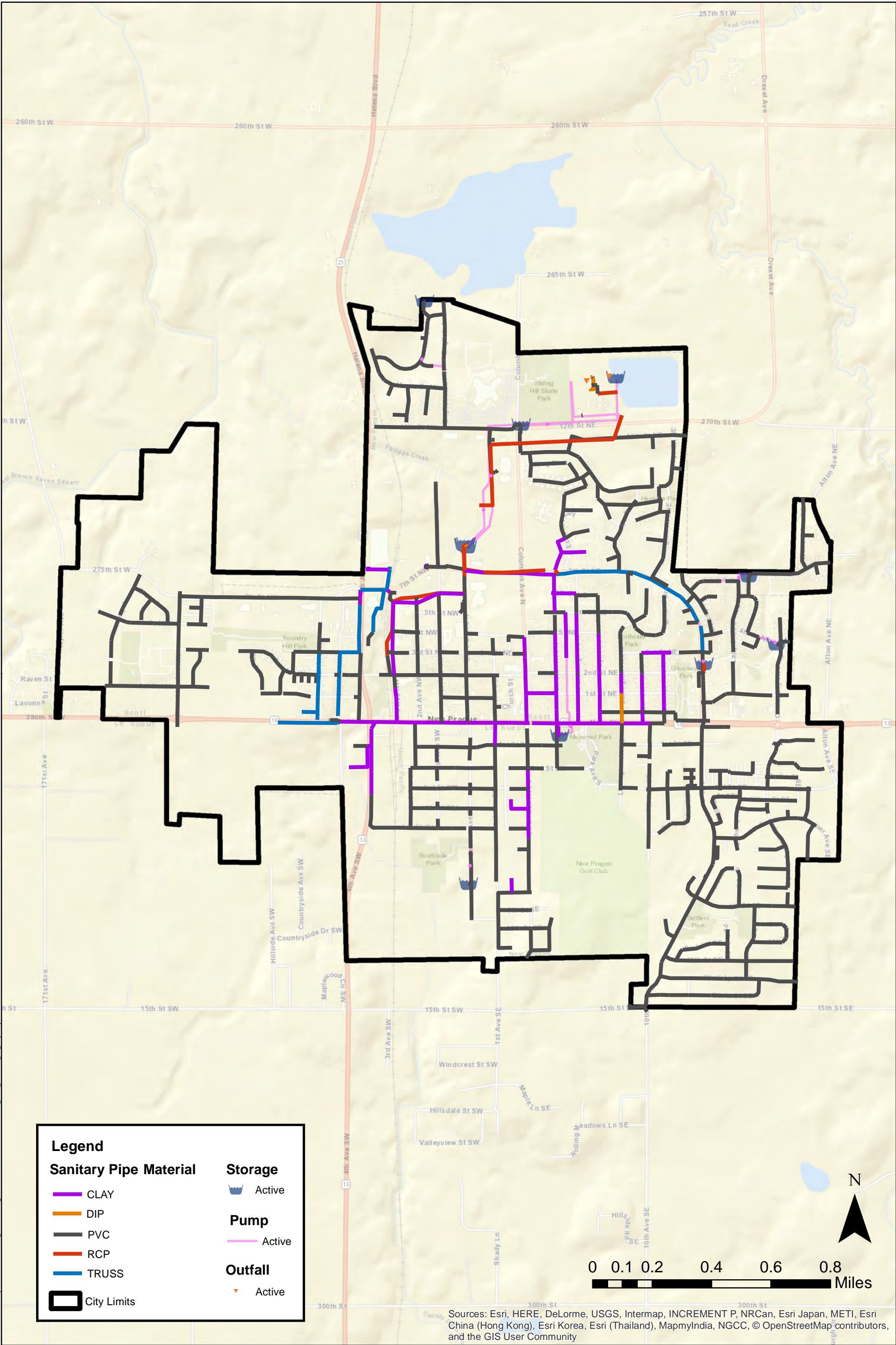
Figure 17 – Preliminary Areas Immediately Servicable by Existing System

Figure 18 – Potential Future Network Layouts – Northeast Region

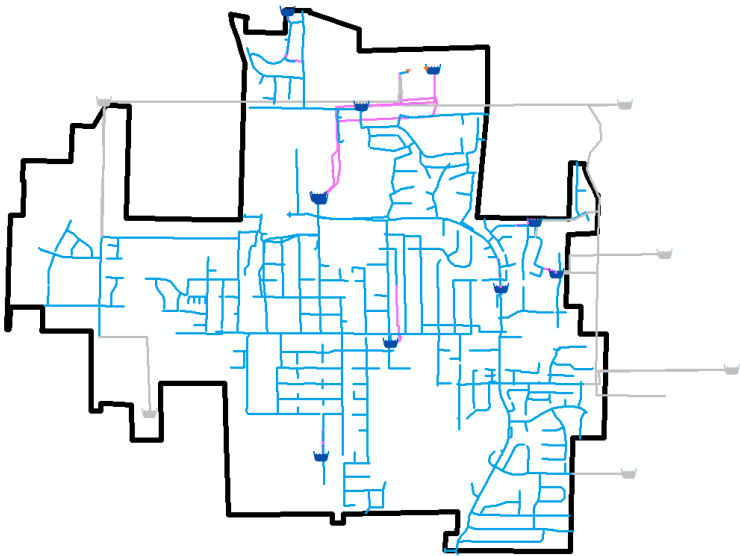
Figure 19 – Potential Future Network Layouts – Northwest Region



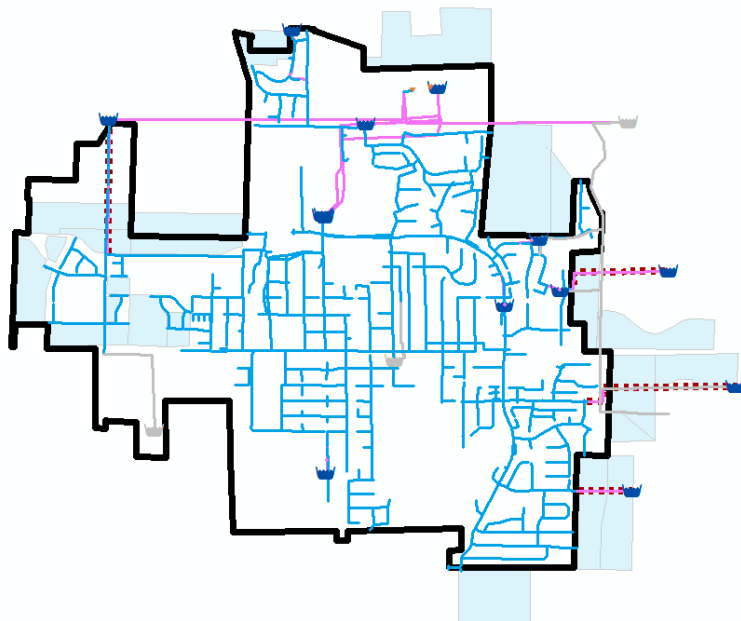
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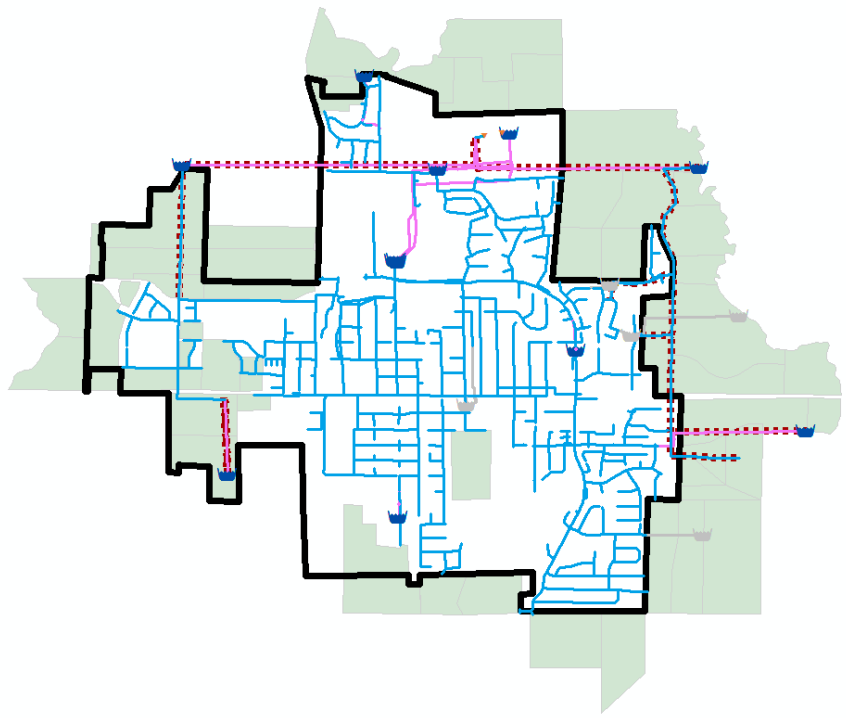


Existing Network



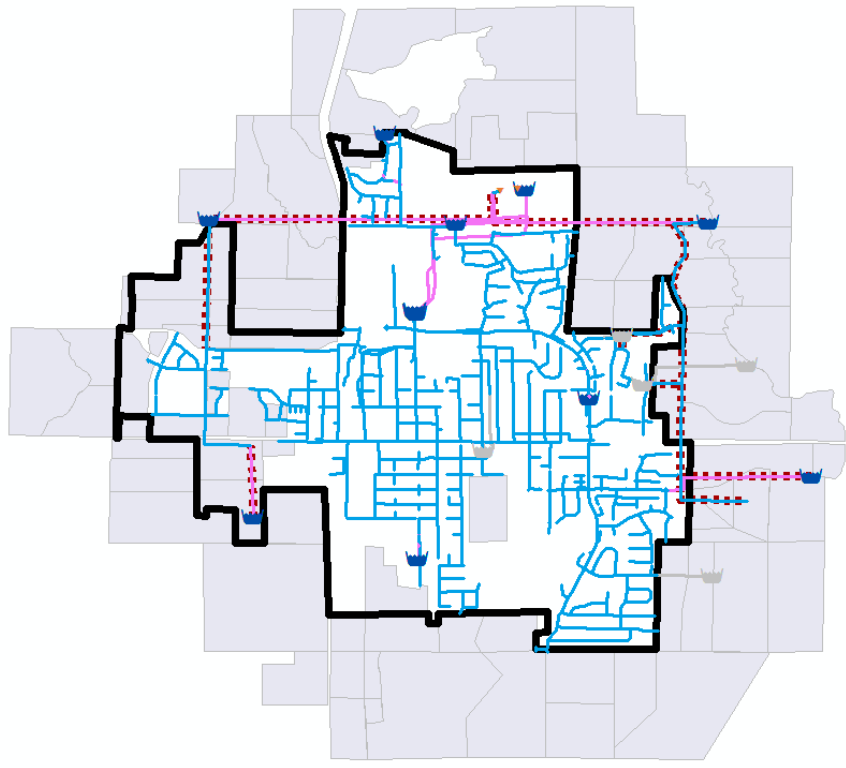
Growth Stage 1

- Includes re-zoning parcels
- Areas of pressing development
- Removal of Library Lift Station
- 3 temporary lift stations
- Northwest Lift Station



Growth Stage 2

- Includes re-zoning parcels
- Areas identified for development
- Removal of Library Lift Station
- Alton Trunk line with Northeast Lift Station and 1 temporary lift station
- Southwest Lift Station
- Northwest Lift Station
- Removal of Lady Slipper and Chalupsky Lift Stations



Growth Stage 3

- Includes re-zoning parcels
- Ultimate future land use plan
- Removal of Library Lift Station
- Alton Trunk line with Northeast Lift Station and Southeast Lift Station
- Southwest Lift Station
- Northwest Lift Station
- Removal of Lady Slipper and Chalupsky Lift Stations

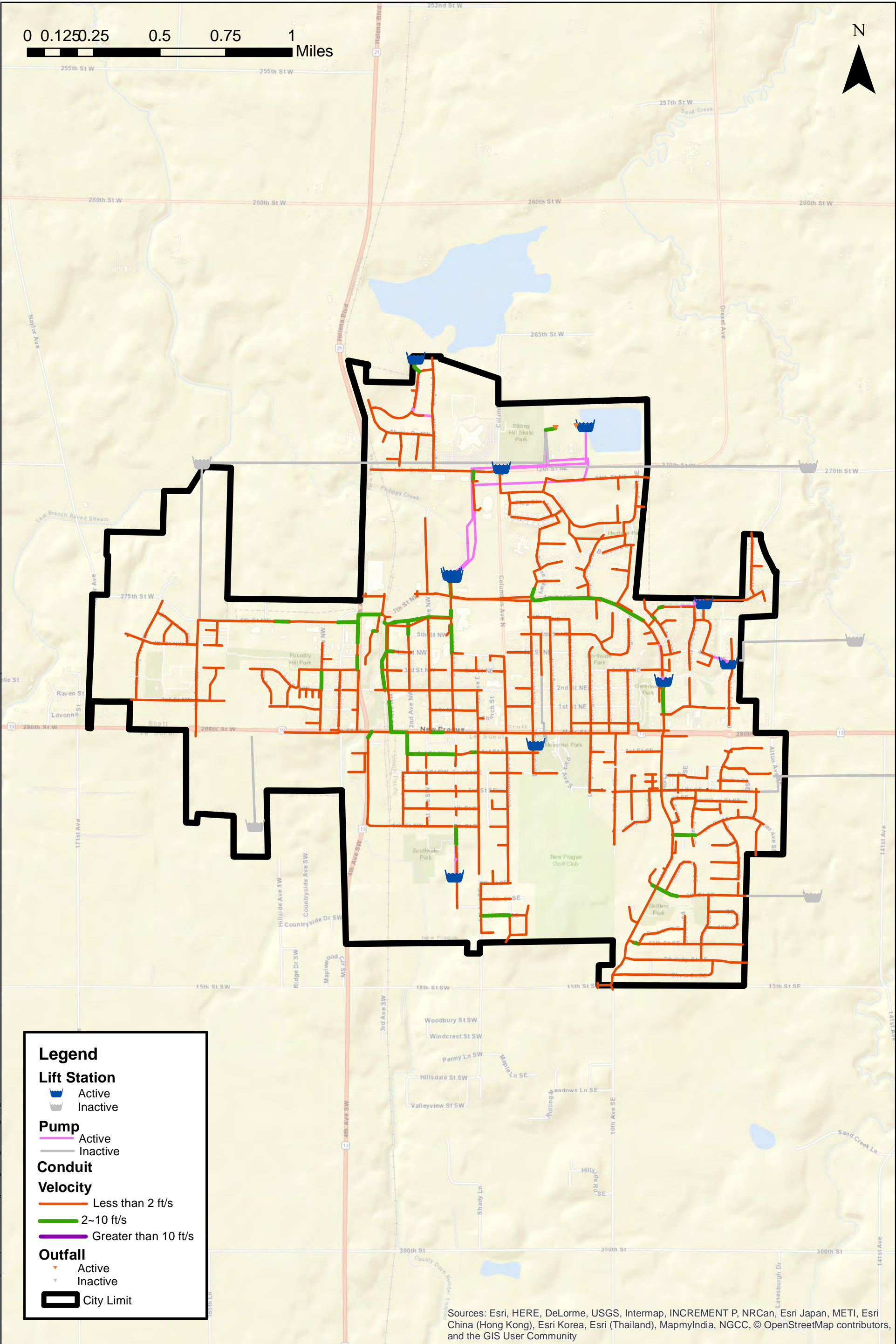


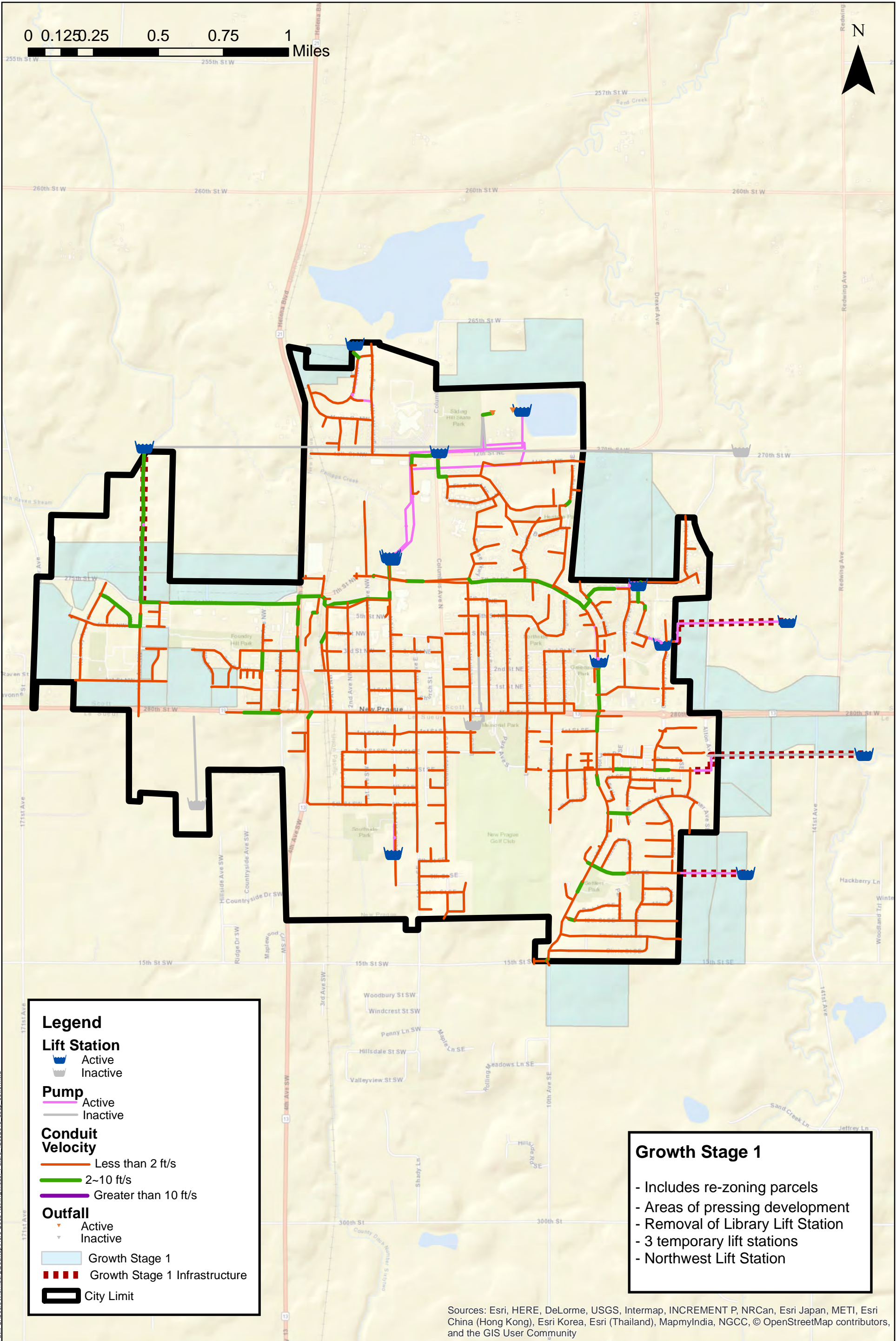
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Print Date: 11/19/2018
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Source: City of New Prague

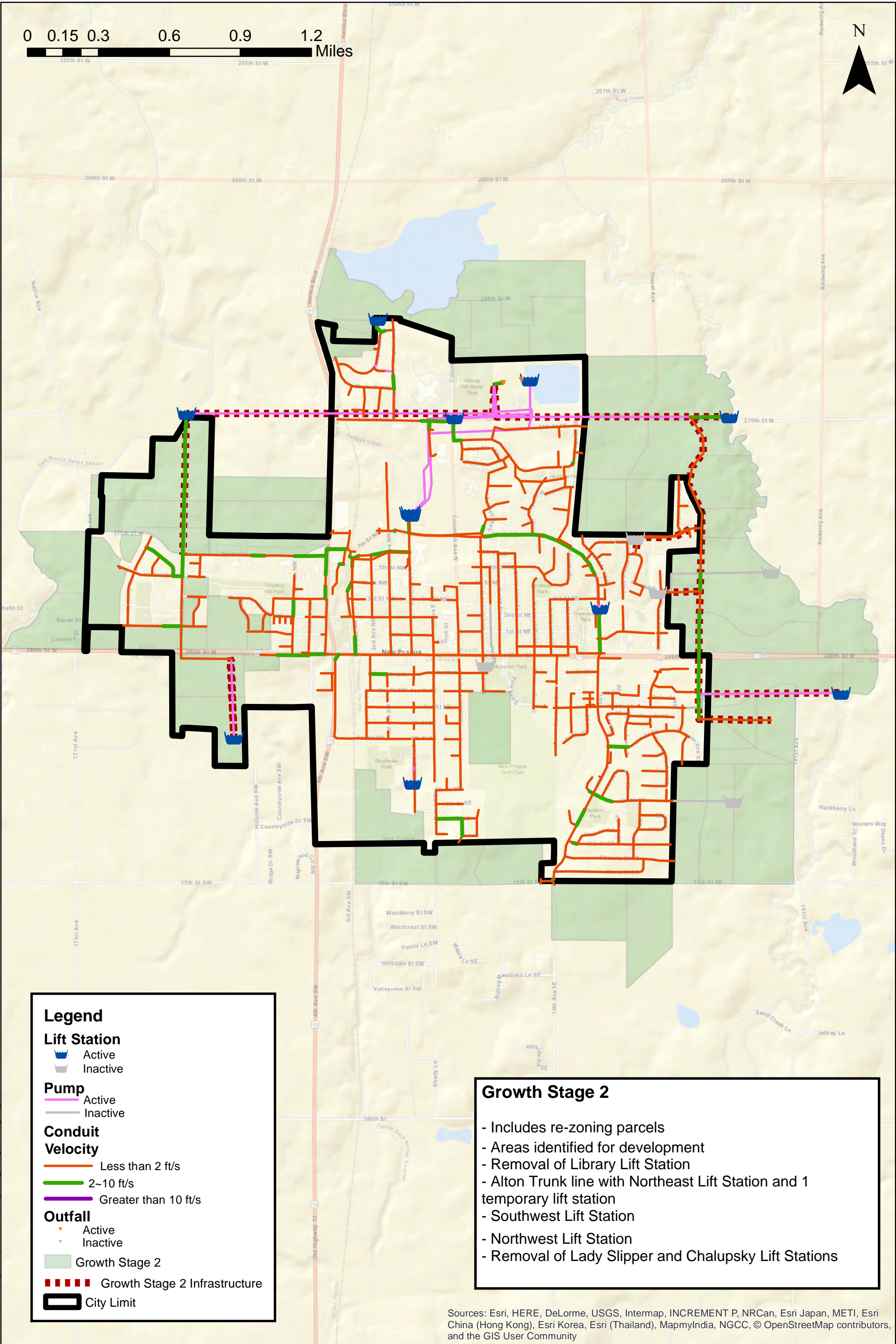
Future Network Configurations
Comprehensive Plan
City of New Prague, Minnesota

Figure
3

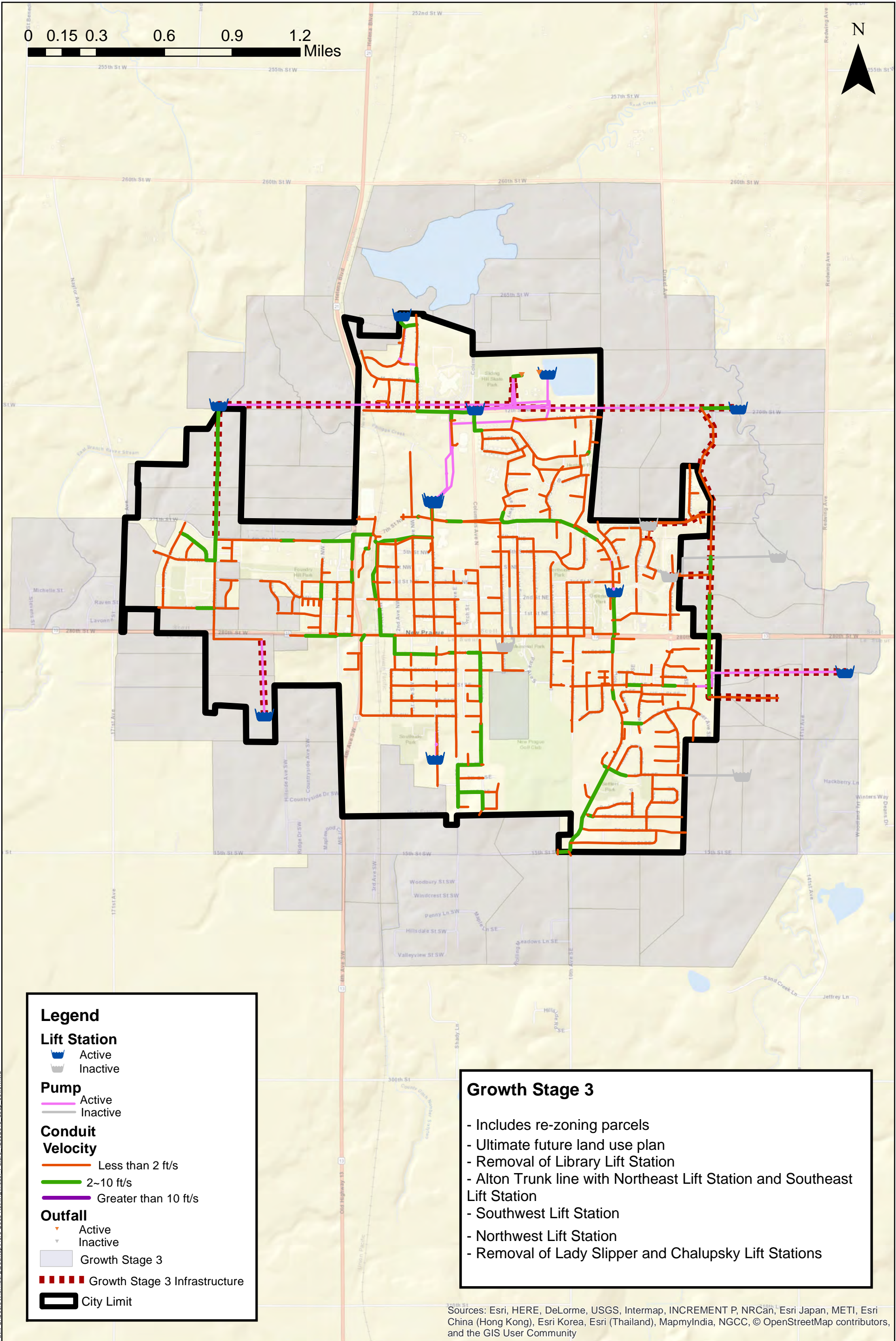




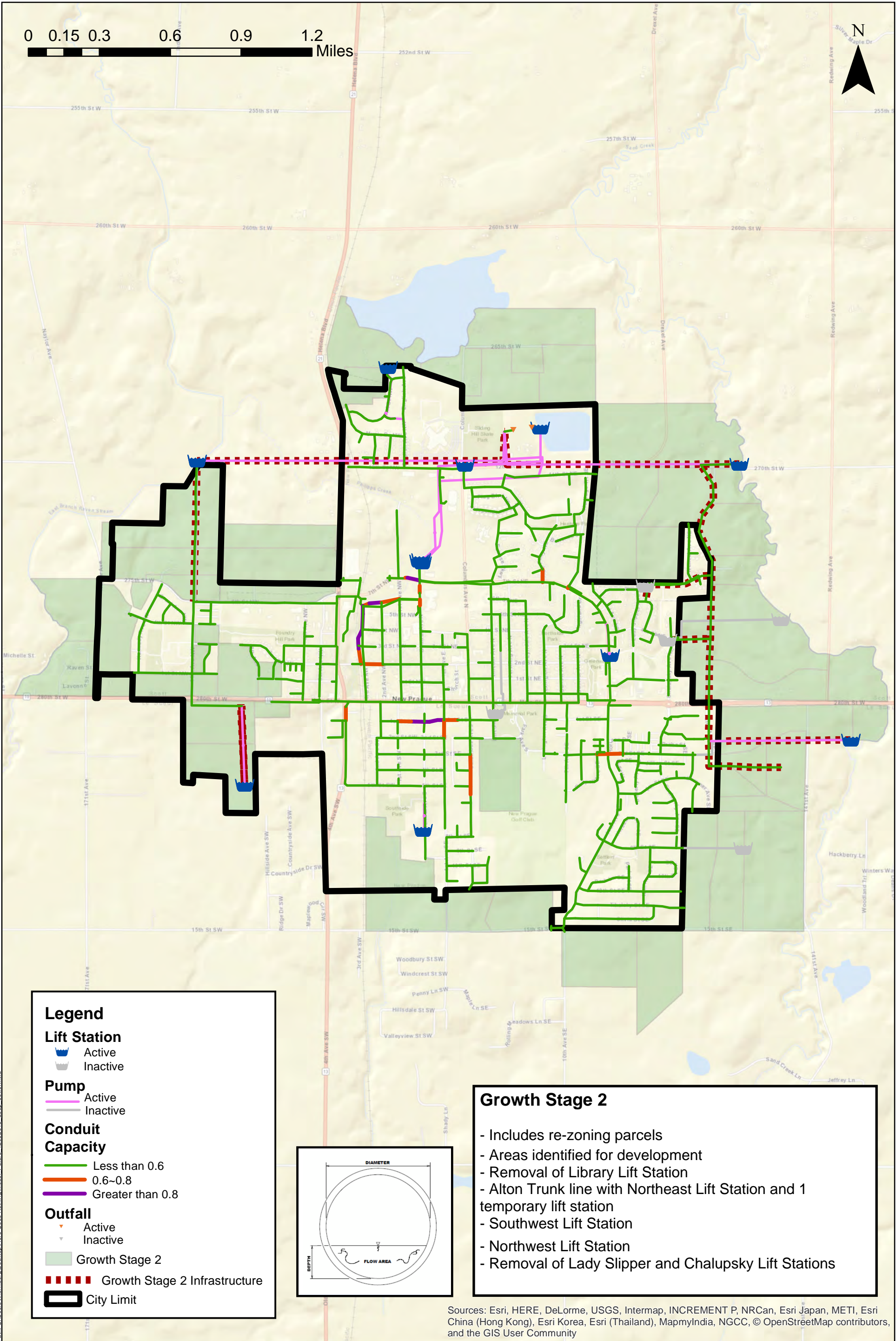
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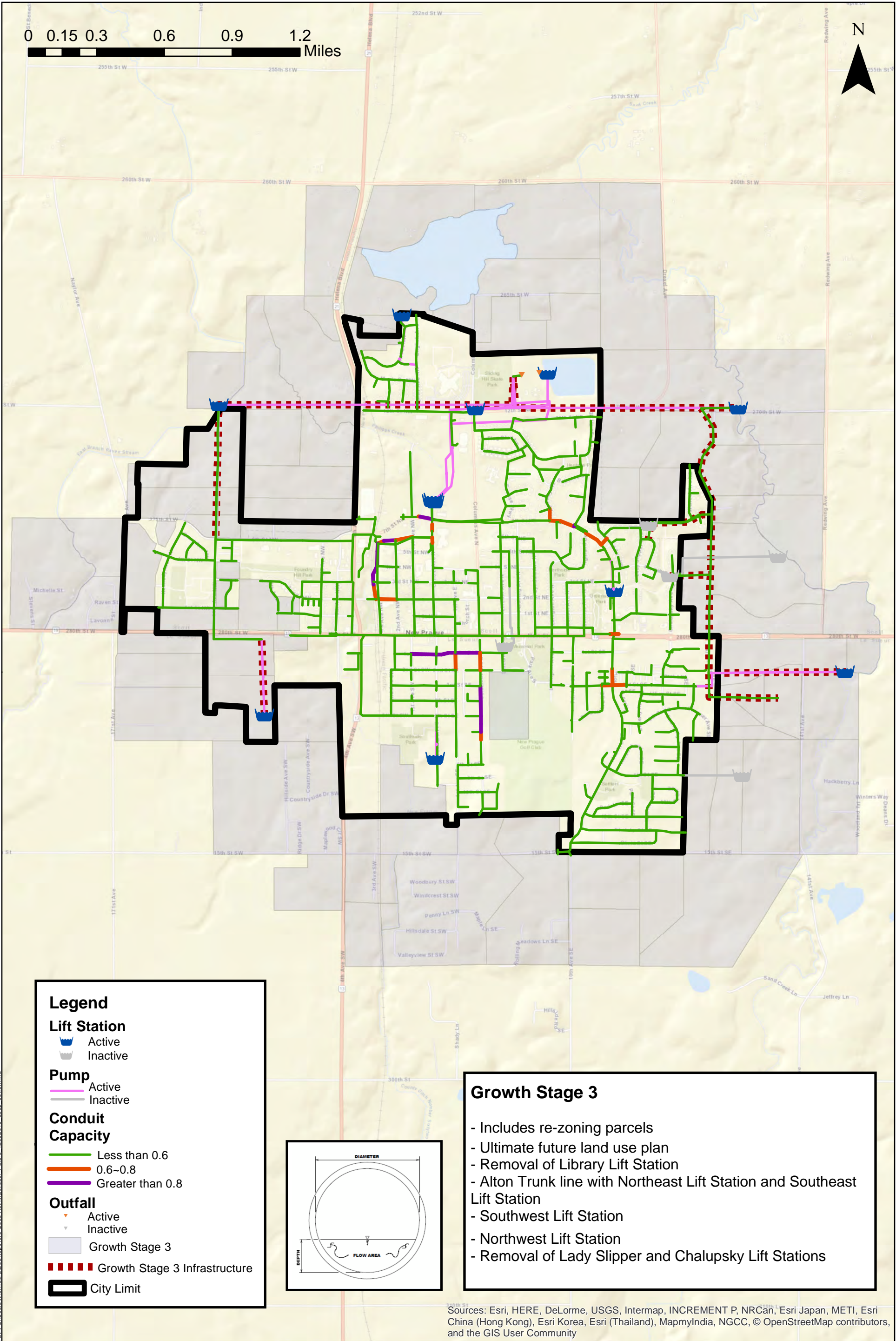
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Print Date: 12/14/2018

Map by: kholmberg
Source: City of New Prague

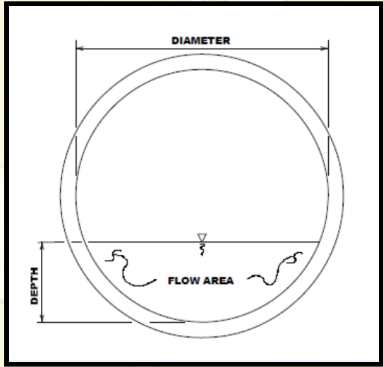
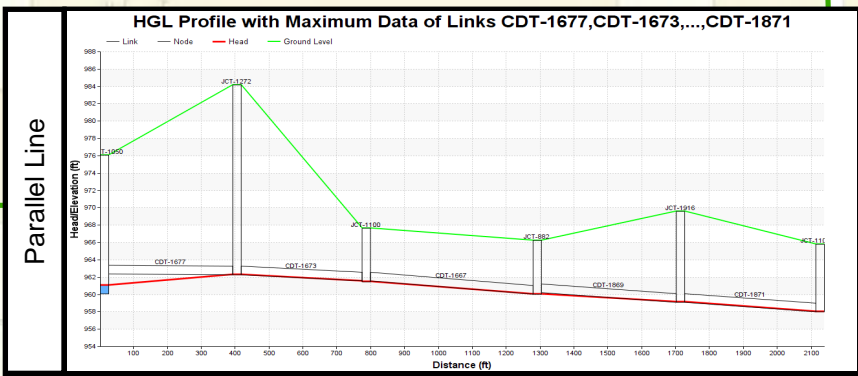
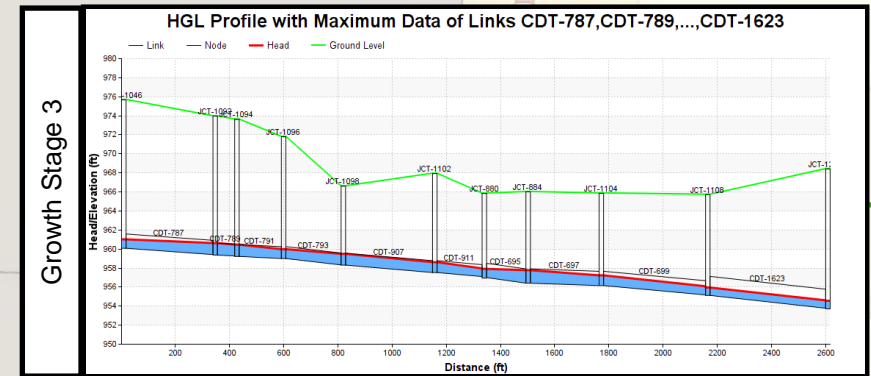
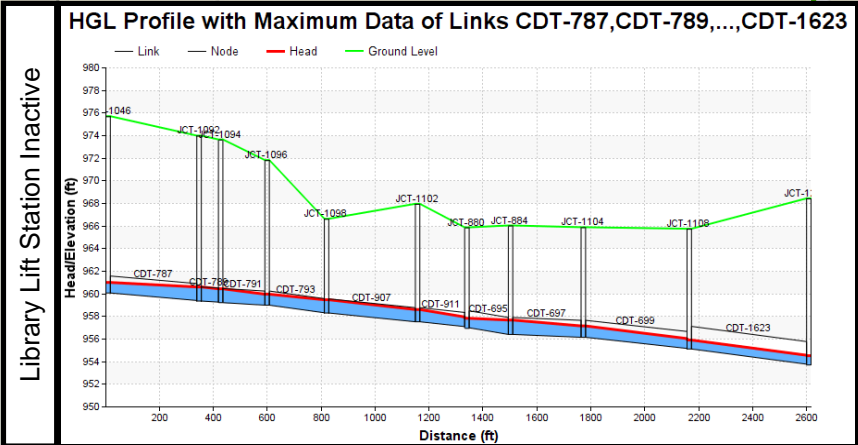
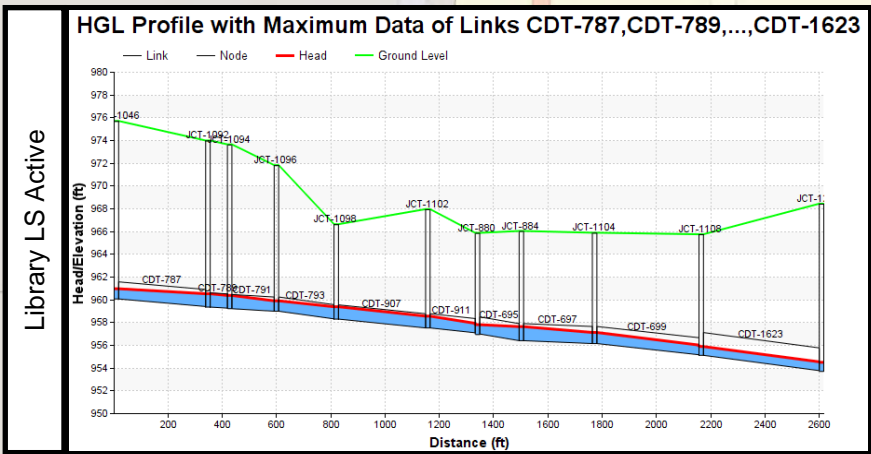
**Pipe Capacity for Wet Weather Flow
in Growth Stage 2**
Comprehensive Plan
City of New Prague, Minnesota

Figure
10

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0 0.0150.03 0.06 0.09 0.12 Miles



Legend

Lift Station

- Active
- Inactive

Pump

- Active
- Inactive

Conduit Capacity

- Less than 0.6
- 0.6~0.8
- Greater than 0.8

Outfall

- Active
- Inactive

Growth Stage 3

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

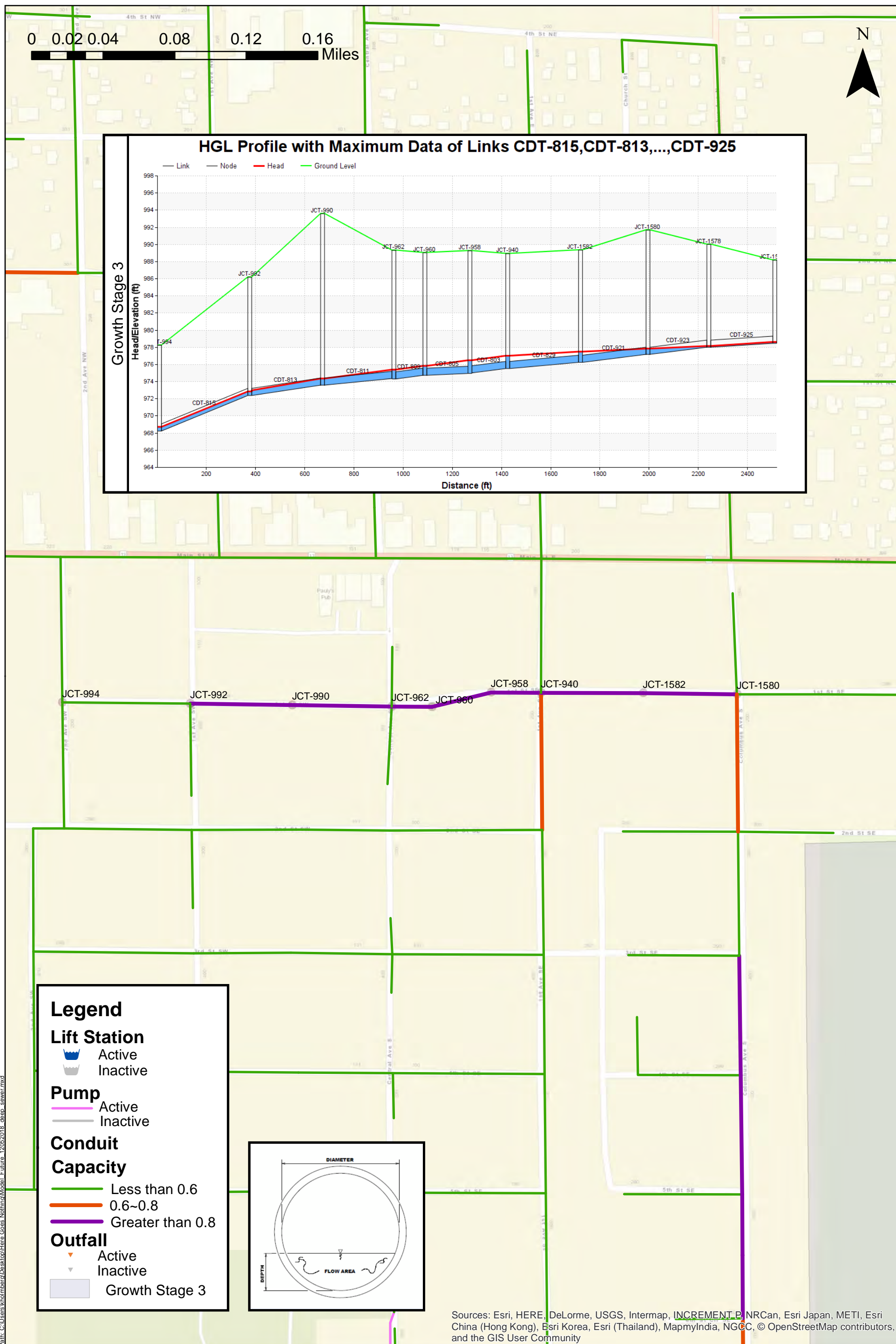


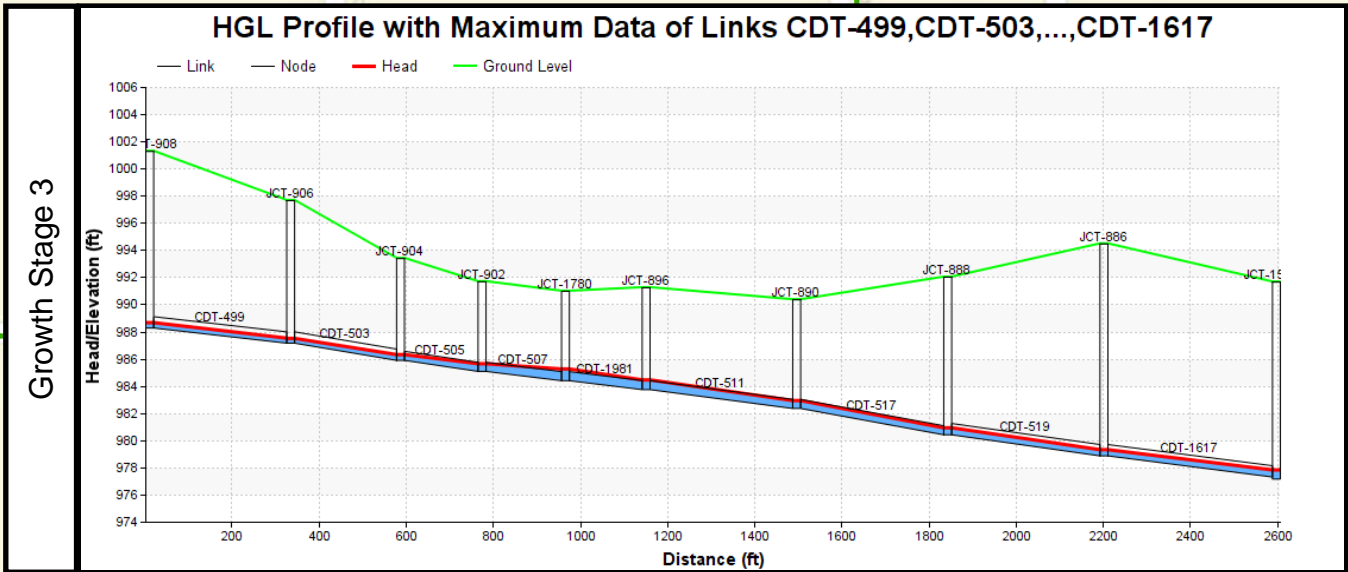
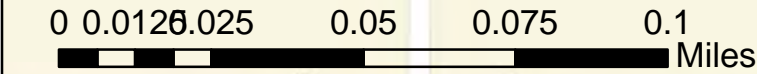
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Project: NewPR 144946
Print Date: 12/15/2018
Map by: kholmberg
Source: City of New Prague

**Pipe Capacity for Parallel
Lines Along Railroad
Comprehensive Plan
City of New Prague, Minnesota**

**Figure
13**





Legend

Lift Station

Active
Inactive

Pump

Active
Inactive

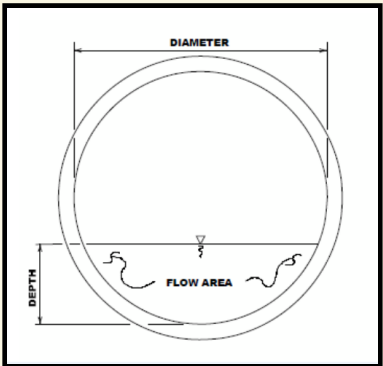
Conduit Capacity

Less than 0.6
0.6~0.8
Greater than 0.8

Outfall

Active
Inactive

Growth Stage 3



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



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www.sehinc.com

Project: NewPR 144946
Print Date: 12/15/2018

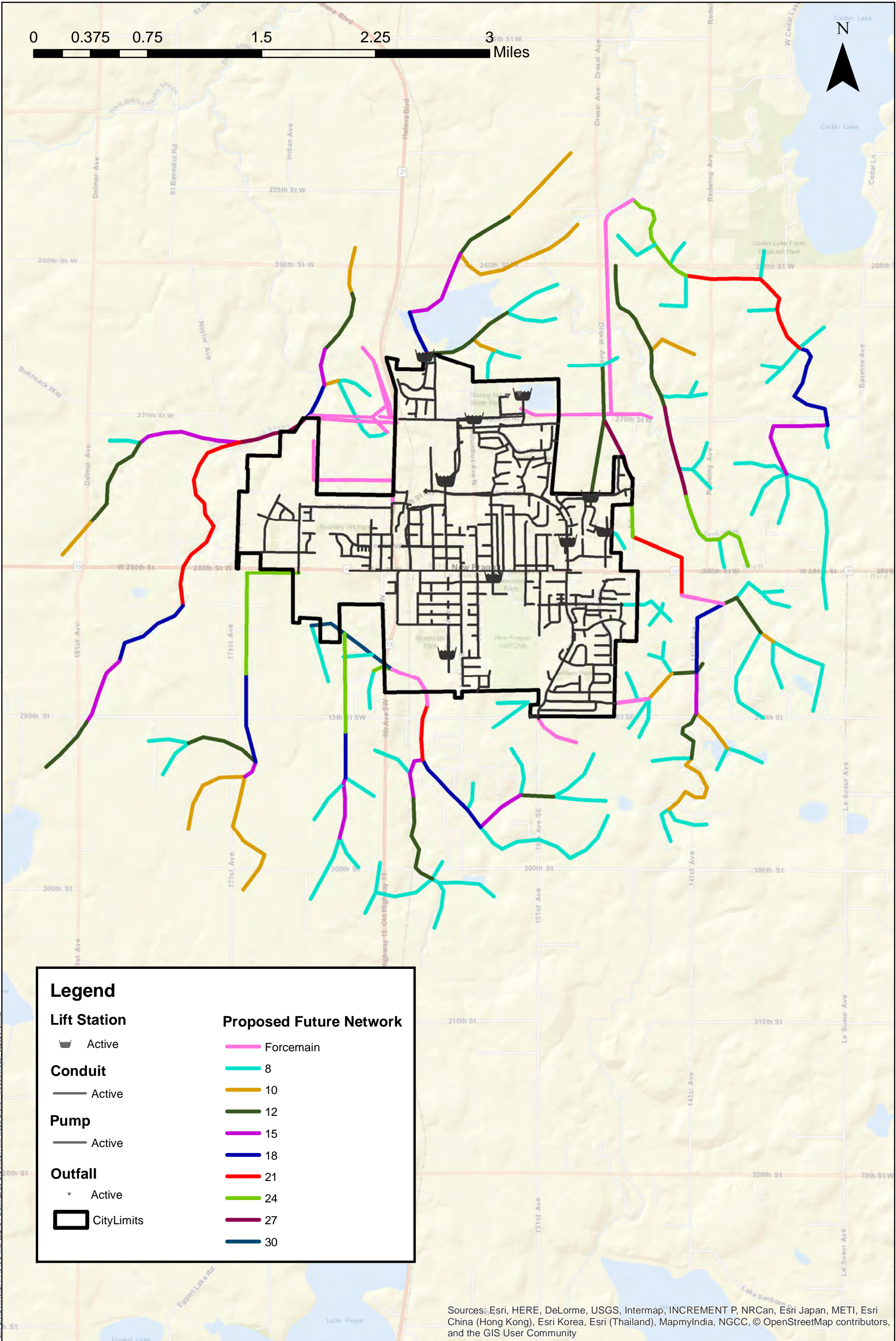
Map by: kholmberg
Source: City of New Prague

***Rpe Capacity along
Columbus Ave S***

**Comprehensive Plan
City of New Prague, Minnesota**

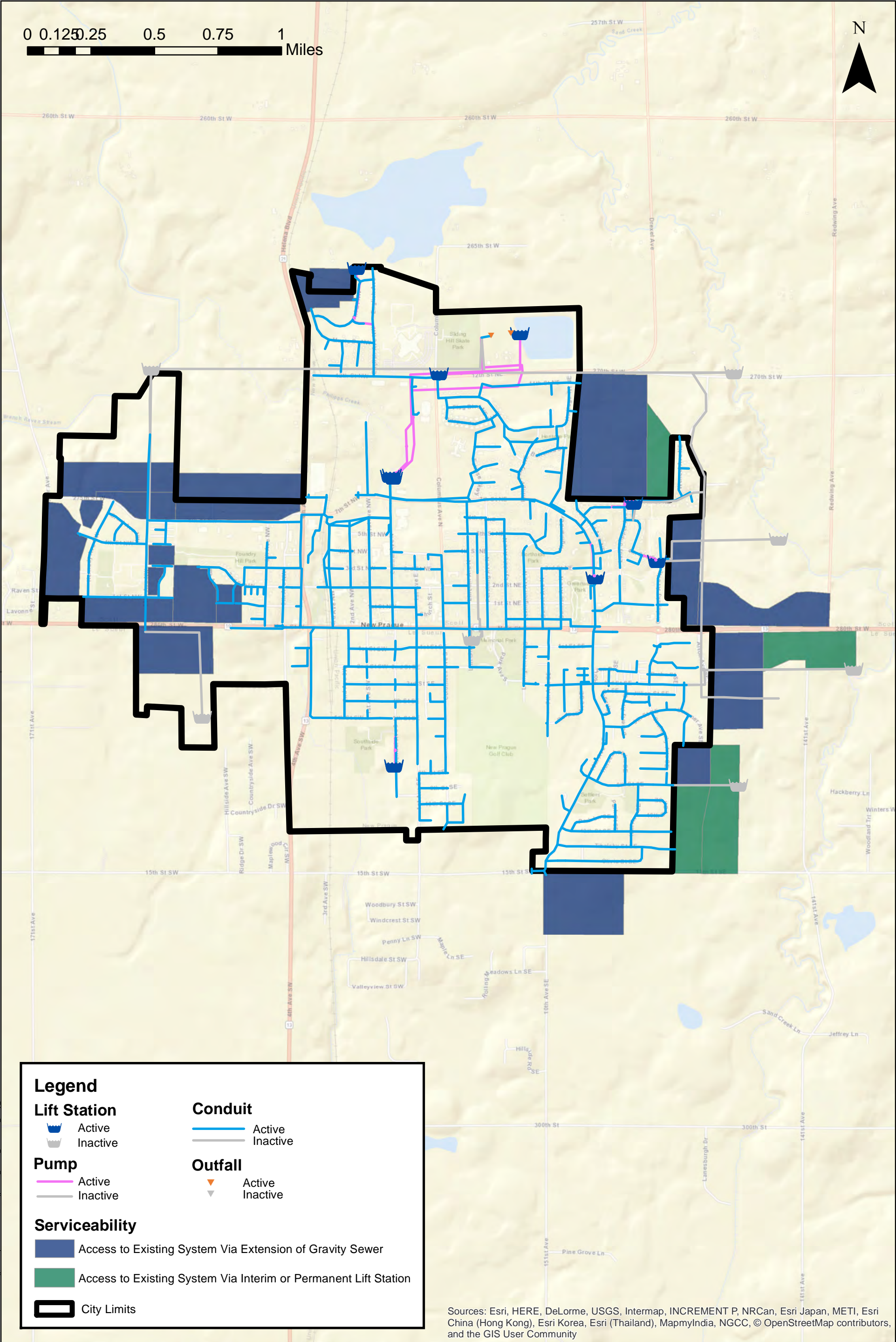
**Figure
15**

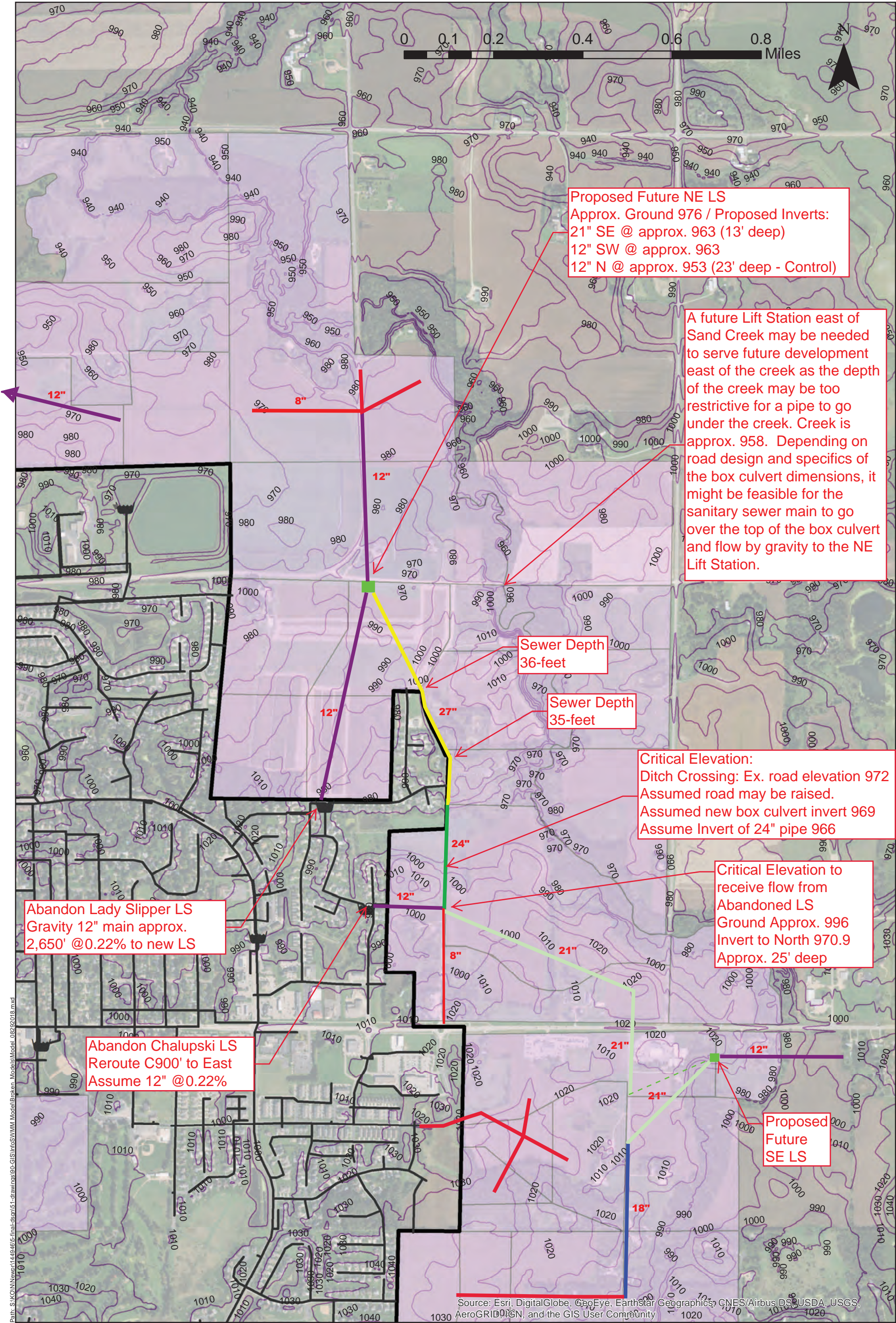
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Abandon Lady Slipper LS
Gravity 12" main approx.
2,650' @0.22% to new LS

Abandon Chalupski LS
Reroute C900' to East
Assume 12" @0.22%

Proposed Future NE LS
Approx. Ground 976 / Proposed Inverts:
21" SE @ approx. 963 (13' deep)
12" SW @ approx. 963
12" N @ approx. 953 (23' deep - Control)

A future Lift Station east of Sand Creek may be needed to serve future development east of the creek as the depth of the creek may be too restrictive for a pipe to go under the creek. Creek is approx. 958. Depending on road design and specifics of the box culvert dimensions, it might be feasible for the sanitary sewer main to go over the top of the box culvert and flow by gravity to the NE Lift Station.

Sewer Depth
36-feet

Sewer Depth
35-feet

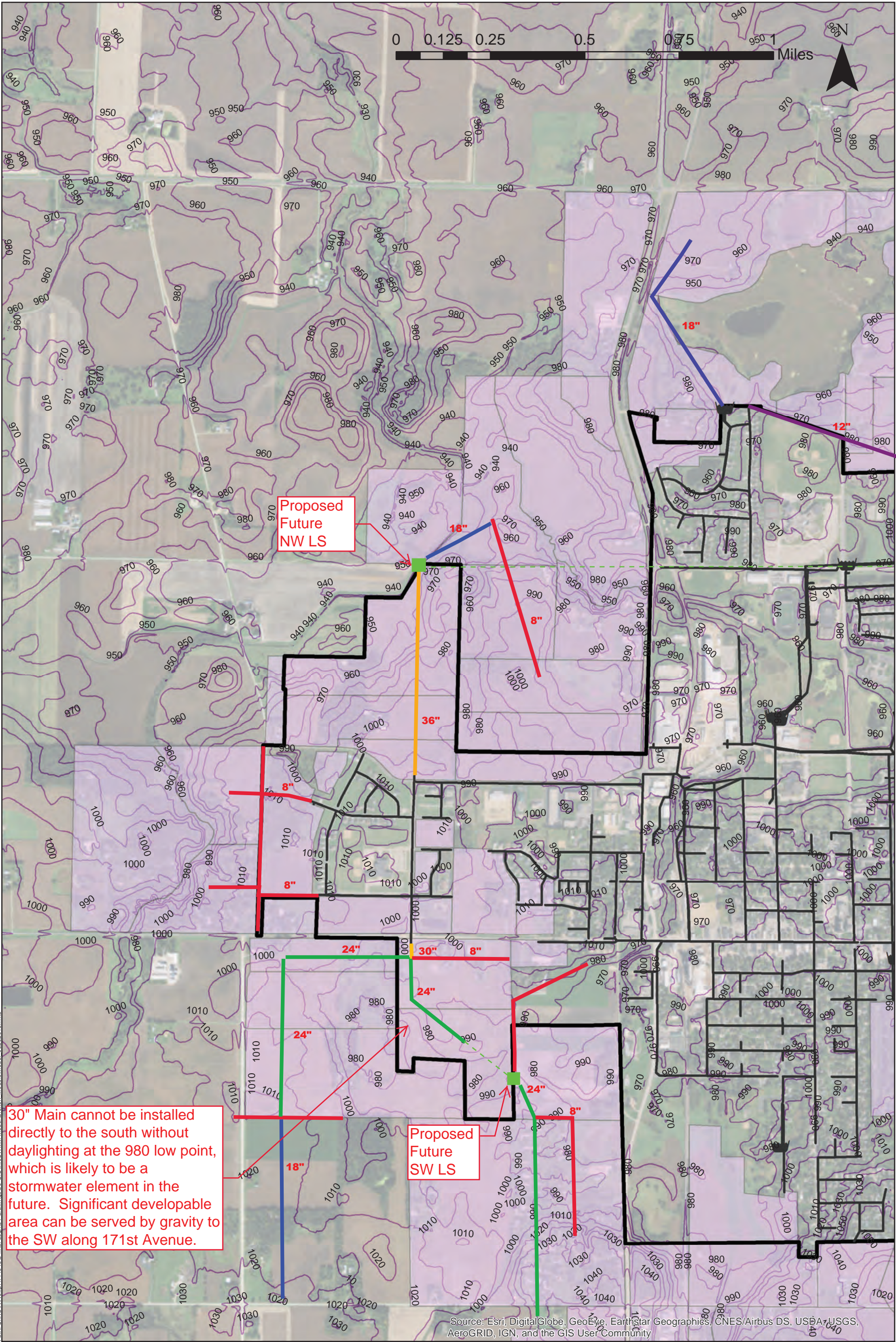
Critical Elevation:
Ditch Crossing: Ex. road elevation 972
Assumed road may be raised.
Assumed new box culvert invert 969
Assume Invert of 24" pipe 966

Critical Elevation to
receive flow from
Abandoned LS
Ground Approx. 996
Invert to North 970.9
Approx. 25' deep

Proposed
Future
SE LS

Source: Esri, DigitalGlobe, GeoEye, EarthStar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


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30" Main cannot be installed directly to the south without daylighting at the 980 low point, which is likely to be a stormwater element in the future. Significant developable area can be served by gravity to the SW along 171st Avenue.

Proposed Future SW LS

Source: Esri, DigitalGlobe, GeoEye, EarthStar Geographics, CNES/Airbus DS, USDA/USGS, AeroGRID, IGN, and the GIS User Community

	3535 VADNAIS CENTER DR. ST. PAUL, MN 55110 PHONE: (651) 490-2000 FAX: (888) 908-8166 TF: (800) 325-2055 www.sehinc.com	Project: NewPR 144946 Print Date: 12/27/2018 Map by: kholmberg Source: City of New Prague	Potential Future Network Layouts - Northwest Region Comprehensive Plan City of New Prague, Minnesota	Figure 19
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This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

Appendix A

2018 Lift Station Inspection Reports



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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Main
Project No: NEWPR 144946

Date 10/03/2018 Time: 10:46 a.m. Weather: Cloudy 71°

Inspection Team: BRH & DJS

Description:

North of 7th St NE from the end of Central Ave N.

Wet well is located in a dedicated gravel service drive.

Valve vault is located next to the wet well also in a gravel area.

Site Access and Safety:

Access from the service drive. Parking is on the service drive right next to the wet well.

Wet well access hatch is in good condition and has safety grates.

Valve vault access hatch is in good condition and has safety grates.

Pump Details:

Pump 1: Submersible VFD 60 HZ

Pump 2: Submersible VFD 60HZ

Drawdown Results:

Pump 1: 898.96 gpm

Pump 2: 875.46 gpm

Both Pumps: 957.72 gpm

Measured Influent: 493.55 gpm

Condition of Wet well:

Good condition, coated, vented. Coating is spalling.

Inside DIA 10', total depth 18.30, depth to water 9.74', 1 incoming pipe.

Condition of Valve Vault:

Good condition, not coated, vented. Full of water, has a drain.

Gate valve opened to drain structure to wet well. City personnel states barrel sections not sealed.

Electrical and Controls Comments:

Allen Bradley controller is located next to the wet well. Has a generator that is ran monthly.

SCADA and electric have been good.

Other Comments:

Water level at controller 6.4'.

Communication currently radio and is being converted to fiber optic within the next year.

Controller being replaced with a Quality Flow 1500 CT within the next year.



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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Bypass
Project No: NEWPR 144946

Date 10/03/2018 Time: 11:18 a.m. Weather: Cloudy 72°

Inspection Team: BRH & DJS

Description:

North of 7th St NE from the end of Central Ave N.

Wet well is located at the end of a dedicated gravel service drive.

Valve boxes are located in the grass next to the wet well.

Site Access and Safety:

Access from the service drive. Parking is on the service drive right next to the wet well.

Wet well access hatch is in good condition. No fall protection.

Pump Details:

Pump 1: Submersible dual vane

Pump 2: Submersible dual vane

Drawdown Results:

Pump 1: 2111.44 gpm

Pump 2: 2800.89 gpm

Both Pumps: 3447.24 gpm

Measured Influent: 0 gpm

Condition of Wet well:

Good condition, coated, vented thru large elliptical pipe to weir structure. Has a radar transducer.

Inside dimensions 12'x12', total depth 20.80, depth to water 14.12', 1 incoming pipe.

Slight rust on bottom of pump rails. Chains to operate check valves in wet well are rusted.

Discharge pipes and check valves are rusted. Slight I&I at structure joints and at top of elliptical pipe.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located next to the wet well. Has a generator that is ran monthly.

SCADA and electric have been pretty good.

Other Comments:

Water level at controller 5.4'.

Communication is currently radio and is being converted to fiber optic within the next year.

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**LIFT STATION INSPECTION REPORT**

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: 12th & Columbus
Project No: NEWPR 144946

Date 10/03/2018 Time: 2:23 p.m. Weather: Cloudy 75°

Inspection Team: BRH & DJS

Description:

NE corner of Columbus Ave N and 12th St NE

Wet well is located inside a dedicated fenced gravel area.

Dry pit is located next to the wet well also inside the dedicated fenced gravel area.

Site Access and Safety:

Access from the gravel area. Parking is right next to the wet well.

Wet well access hatch is in fair condition. The hatch hinge and inside of riser are rusted.

Dry pit access hatch is in good condition. Access is made with a ladder and harness system.

Pump Details:

Pump 1: Non-submersible located in dry pit.

Smith & Loveless equivalent to a vortex

Pump 2: Non-submersible located in dry pit.

Smith & Loveless equivalent to a vortex

Drawdown Results:

Pump 1: 703.19 gpm

Pump 2: 733.27 gpm

Measured Influent: 56.41 gpm

Condition of Wet well:

Good condition, not coated, not vented. Has a radar transducer.

Inside DIA 8', total depth 26.05', depth to water 23.33', 2 incoming pipes.

Condition of Dry Pit:

Good condition, coated, vented, dry and has a drain.

Electrical and Controls Comments:

Allen Bradley controller is located in a cabinet on antenna pole approximately 20' from the dry pit.

No generator or portable generator hookup.

SCADA and electric have been good.

Other Comments:

Within the next year, communication will be fiber optic and the controller will be a Quality Flow 1500 CT.



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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: 37 (County Rd 37)
Project No: NEWPR 144946

Date 10/03/2018 Time: 12:30 p.m. Weather: Cloudy 72°

Inspection Team: BRH & DJS

Description:

East side of County Rd 37, south of 4th St NE

Wet well is located at the end of a dedicated bit service drive.

Valve vault is located approximately 20' from the wet well in a grass area.

Site Access and Safety:

Access from the service drive. Parking is on the service drive right next to the wet well.

Wet well access hatch is in good condition and has safety grates.

Pump Details:

Pump 1: Submersible Ebara vortex, 20 HP

Pump 2: Submersible KSB vortex, 30 HP

Pump 3: Submersible Ebara vortex, 20 HP

Drawdown Results:

Pump 1: 517.05 gpm

Pump 2: 752.07 gpm

Pump 3: 587.56 gpm

All 3 Pumps: 1186.86 gpm

Measured Influent: 58.76 gpm

Condition of Wet well:

Good condition, not coated, vented. Has a radar transducer.

Inside DIA 10', total depth 30.40', depth to water 23.94', 1 incoming pipe.

Pump rail top brackets are rusted.

Condition of Valve Vault:

Good condition, bottom section coated, dry and has a drain.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located next to the wet well. Has a generator that is ran monthly.

SCADA and electric have been good.

Other Comments:

Water level at controller 5.1'.

Communication is fiber optic.



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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Central
Project No: NEWPR 144946

Date 10/03/2018 Time: 10:23 a.m. Weather: Cloudy 70°

Inspection Team: BRH & DJS

Description:

908 Central Ave S

Wet well is located on west side of Central Ave S in a grass area next to a residents yard.

Valve vault is located approximately 20' from the wet well in a grass area.

Site Access and Safety:

Access from street or resident driveway. Parking on street or driveway next to wet well.

Wet well access hatch is in good condition. No fall protection.

Pump Details:

Pump 1: Submersible vortex (4 years old)

Pump 2: Submersible vortex (4 years old)

Drawdown Results:

Pump 1: 101.53 gpm

Pump 2: 93.07 gpm

Measured Influent: 0.00 gpm

Condition of Wet well:

Good condition, not coated, vented. Has a radar transducer.

Inside DIA 6', total depth 12.60', depth to water 10.41', 1 incoming pipe.

Slight rust on discharge pipes and elbows. I-beam under top slab is rusted.

Condition of Valve Vault:

Good condition, not coated, dry and has a drain. Slight rust on pipes.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located next to the wet well.

SCADA and electric have been good. No generator, portable generator hook-up or antenna.

Other Comments:

Water level at controller 1.8'.

Communication is fiber optic.

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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Chalupsky
Project No: NEWPR 144946

Date 10/03/2018 Time: 1:27 p.m. Weather: Cloudy with light rain 73°

Inspection Team: BRH & DJS

Description:

SW corner of 4th St NE and Chalupsky Ave N
Wet well is located at the end of a dedicated concrete service drive.
Valve boxes are located in the concrete service drive next to the wet well.

Site Access and Safety:

Access from the service drive. Parking is on the service drive right next to the wet well.
Wet well access hatch is in good condition. Hatch frame is rusted. No fall protection.

Pump Details:

Pump 1: Submersible vortex, KSB VFD (5 years old)
Pump 2: Submersible vortex, KSB VFD (5 years old)

Drawdown Results:

Pump 1: 340.55 gpm
Pump 2: 323.63 gpm
Measured Influent: 2.12 gpm

Condition of Wet well:

Good condition, not coated, vented. Has a radar transducer.
Inside DIA 6', total depth 17.80', depth to water 14.45', 1 incoming pipe.
Discharge pipes and top of pump rails are rusted.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located next to the wet well. No generator or antenna.
SCADA and electric have been good.

Other Comments:

Water level at controller 1.9'.
Communication is fiber optic.

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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Homefield
Project No: NEWPR 144946

Date: 10/03/2018 Time: 9:40 a.m. Weather: Cloudy 67°

Inspection Team: BRH & DJS

Description:

North side of Art St NW

Wet well is located at the end of a dedicated bit service drive in a grass area.

Valve vault is located approximately 20' from the wet well in a grass area adjacent to the service drive.

Site Access and Safety:

Access from service drive. Parking on the service drive next to wet well.

Wet well access hatch is in good condition and has safety grates.

Pump Details:

Pump 1: Submersible Pump Ex dual vane impeller

Pump 2: Submersible KSB vortex

Drawdown Results:

Pump 1: 217.40 gpm

Pump 2: 240.90 gpm

Both Pumps: 370.16 gpm

Measured Influent: 5.88 gpm

Condition of Wet well:

Good condition, not coated, vented. Has a radar transducer.

Inside DIA 10', total depth 35.11', depth to water 32.13', 2 incoming pipes.

Slight rust on discharge bends.

Condition of Valve Vault:

Good condition, not coated, dry and has a drain. Some I&I and calcium buildup on wall.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located next to the wet well. No generator or antenna.

SCADA and electric have been good. SCADA is brand new.

Other Comments:

Water level at controller 4.6'.

Communication is fiber optic.

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LIFT STATION INSPECTION REPORT

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Lady Slipper
Project No: NEWPR 144946

Date 10/03/2018 Time: 1:00 p.m. Weather: Cloudy 72°

Inspection Team: BRH & DJS

Description:

South side of 7th St NE, east of Lady Slipper Ave NE.

Wet well is located at the end of a dedicated concrete service drive.

Valve boxes are located in the concrete service drive next to the wet well.

Site Access and Safety:

Access from the service drive. Parking is on the service drive right next to the wet well.

Wet well access hatch is in good condition. Hatch frame is rusted. No fall protection.

Pump Details:

Pump 1: Submersible vortex

1 pump is a 7.5 HP and one is a 10 HP but City personnel was not sure which was which.

Pump 2: Submersible vortex

Drawdown Results:

Pump 1: 211.52 gpm

Pump 2: 177.68 gpm

Both Pumps: 262.29 gpm

Measured Influent: 16.92 gpm

Condition of Wet well:

Good condition, not coated, vented. Has a radar transducer.

Inside DIA 6', total depth 23.53', depth to water 19.75', 2 incoming pipes.

Horizontal discharge pipes and elbows are rusted. Slight I&I at top slab and structure joint.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located next to the wet well. No generator or antenna.

SCADA and electric have been good.

Other Comments:

Water level at controller 3.4'.

Communication is fiber optic.

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**LIFT STATION INSPECTION REPORT**

Project: Sanitary Sewer Comprehensive Plan Update Lift Station No: Library
Project No: NEWPR 144946

Date 10/03/2018 Time: 1:56 p.m. Weather: Cloudy 74°

Inspection Team: BRH & DJS

Description:

SE corner of Lincoln Ave S and Main St E, just south of the New Prague Library in Memorial Park.

Wet well is located approximately 20' east of Lincoln Ave S in a grass area.

Dry pit is located next to the wet well also in a grass area.

Site Access and Safety:

Access from the Lincoln Ave S. Parking is on the street approximately 20' from the wet well.

Wet well access hatch is in fair condition. The hatch hinge, inner latch and inside of riser are rusted.

Dry pit access hatch is in good condition. Access is made with a ladder and harness system.

Pump Details:

Pump 1: Non-submersible located in dry pit.

Smith & Loveless dual vane impeller

Pump 2: Non-submersible located in dry pit.

Smith & Loveless dual vane impeller

Drawdown Results:

Pump 1: 217.40 gpm

Pump 2: 193.89 gpm

Both Pumps: 258.52 gpm

Measured Influent: 82.26 gpm

Condition of Wet well:

Good condition, not coated, vented. Has a radar transducer.

Inside DIA 5', total depth 17.40', depth to water 15.18', 1 incoming pipe and 1 overflow pipe.

Condition of Dry Pit:

Fair condition, coated, vented, dry and has a drain.

Electrical and Controls Comments:

Quality Flow 1500 CT controller is located inside dry pit.

No generator, portable generator hookup or antenna.

SCADA and electric have been good.

Other Comments:

Water level at controller 5.5'.

Communication will be fiber optic next week.

Appendix B

Lift Station Capacities

Lift Station Capacity

Station No.	Pump Rate 1 (gpm)	Pump Rate 2 (gpm)	Pump Rate 3 (gpm)	Average Pump Rates (gpm)	Average Flow Rate (gpd)	WW Depth (ft)	WW Diameter (ft)	Wet Well Volume (gal)	Wet Well Detention Time (min)
12th & Columbus	703	733		718	59,968	26.1	8	2,497	60
County Rd 37	517	752	588	619	148,049	30.4	10	7,927	77
Bypass	2111	2801		2,456	N/A	20.8	12X12	9,694	N/A
Central	102	93		97	19,366	12.6	6	1,237	92
Chalupsky	341	324		332	8,569	17.8	6	1,269	213
Homefield	217	241		229	886	35.1	10	4,952	8,052
Lady Slipper	212	178		195	24,902	23.5	6	1,170	68
Library	217	194		206	48,314	17.4	5	814	24
Main	899	875		887	681,514	18.3	10	5,375	11



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We're confident in our ability to balance these requirements.

Meeting Minutes
New Prague Planning Commission
Wednesday, July 26, 2023

Due to lack of a quorum, the meeting was cancelled.

Respectfully submitted,

A handwritten signature in black ink that reads "Kyra J. Chapman". The signature is written in a cursive, flowing style.

Kyra J. Chapman

Planner



MEETING MINUTES

NEW PRAGUE UTILITIES COMMISSION

Monday, June 26, 2023

The regular meeting of the New Prague Utilities Commission (NPUC) was held on Monday, June 26, 2023, at 200 7th Street NW.

PRESENT: Commissioners Dan Bishop, Paul Busch, Dick Jordan, Tom Ewert, and Bruce Wolf

STAFF PRESENT: General Manager (GM) Bruce Reimers, Finance Director Robin Pikal, and Electric Operations Superintendent (EOS) Ken Zweber

1. **CALL TO ORDER** - The meeting was called to order by Commission President Dan Bishop on Monday, June 26, 2023, at 3:30 pm. The meeting was held at the new line garage to allow Commissioners to have a chance to tour the new facility and meet the field staff from the water and electric departments.
2. **APPROVAL OF AGENDA** – GM Reimers requested to address Item 7 before Item 6 as the refunding resolution would not be necessary should agenda Item 7 not be approved. Motion made by Commissioner Jordan and seconded by Commissioner Wolf to approve the agenda, as amended. Motion carried (5-0).
3. **MEETING MINUTES** - Motion made by Commissioner Jordan and seconded by Commissioner Busch to approve the May 22, 2023, Meeting Minutes. Motion carried (5-0).
4. **UTILITY & SMMPA BILLS:** Motion made by Commissioner Wolf and seconded by Commissioner Ewert on the approval of:
 - A. Accounts Payable in the amount of **\$231,999.33**; and
 - B. The SMMPA Claim for Payment in the amount of **\$496,161.90**.Motion carried (5-0).
5. **FINANCIAL REPORTS:**
 - A. Investment Report – The Investment Report was presented for review and approval.
 - B. Financial Report – The Financial Report was presented for review and approved.
 - C. Water & Kilowatt Hour Sales – The kilowatt and water sales were reviewed.Motion made by Commissioner Wolf and seconded by Commissioner Ewert to approve all reports as presented. Motion carried (5-0).
6. **REVIEW AND APPROVAL OF BID TO REPLACE WATER MAIN ON 10TH AVENUE NE**

GM Reimers reviewed the 10th Avenue water main replacement project and went over the bids that were received that met the specifications that had been provided by the City Engineer. In total, four bids were received with the low bid coming from Widmer Construction in the amount of \$363,356.50. A motion was made by Commissioner Bishop and seconded by Commissioner Jordan to accept the low bid from Widmer Construction. Motion carried (5-0).
7. **RESOLUTION #23-06-26-02: DECLARING THE OFFICIAL INTENT OF CITY OF NEW PRAGUE TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS AND ESTABLISHING PROCEDURES FOR ADDITIONAL DECLARATIONS OF OFFICIAL INTENT**

GM Reimers and Finance Director Pikal reviewed with the Commission a resolution allowing the Commission to have the ability to bond for expenses incurred on the 2023 10th Avenue water main replacement to be included with other CIP bonding that will take place in 2024, should the Commission decide that would be the best option. A motion was made by Commissioner Ewert and seconded by Commissioner Wolf to approve Resolution #23-06-26-02 as presented and to move forward with having it approved by the City Council. Motion carried (5-0).
8. **SMMPA BOARD OF DIRECTORS MEETING – May 10, 2023**

Informational only, no action needed.

9. SMMPA BOARD OF DIRECTORS MEETING – June 14, 2023

GM Reimers informed the Commission of the following:

- SMMPA staff presented the 5-year financial forecast.
- Updated the Board on SHERCO 3 outage.
- The Board approved the financial reserves policy.

10. GENERAL MANAGERS REPORT:

- A. Audit Deficiency Findings. GM Reimers and Finance Director Pikal reviewed the audit deficiency findings informing the Commission that the City and Utility is aware of the segregation duties and internal control findings and tries to segregate duties as much as possible with limited staff.
- B. Comprehensive Plan Update. GM Reimers informed the Commission that the City was working on updating its Comprehensive Plan and would like input for the utility to gain perspective on future needs and challenges as it pertains to electric and water services to the community. GM Reimers also updated the Commission on electric and water construction projects.

11. OTHER BUSINESS:

None

12. ADJOURN:

A motion was made by Commissioner Jordan and seconded by Commission President Bishop to adjourn the June 26, 2023, meeting at 4:36 p.m. Motion carried (5-0).

NEXT COMMISSION MEETING – MONDAY, JULY 31, 2023, 3:30 PM.

Respectfully Submitted,

Bruce Reimers
General Manager

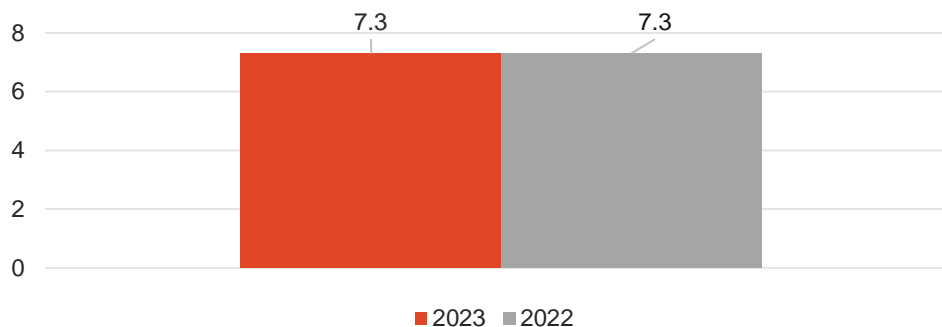
NORTH AMBULANCE OPERATIONS REVIEW

City of New Prague

New Prague Median Response Time

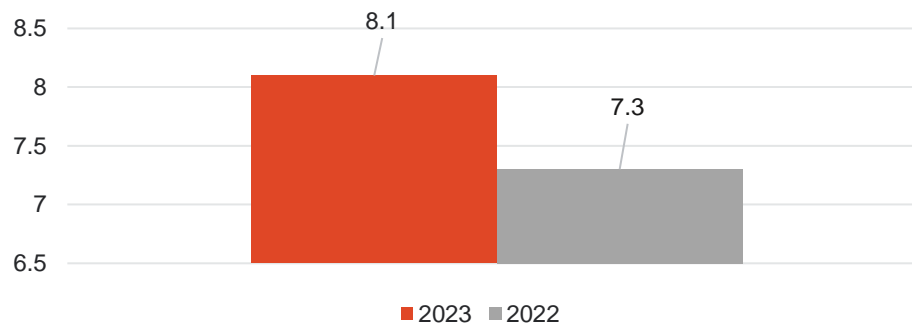
• 911 Response Time:

Median Unit Notified by Dispatch to Unit Arrived on Scene

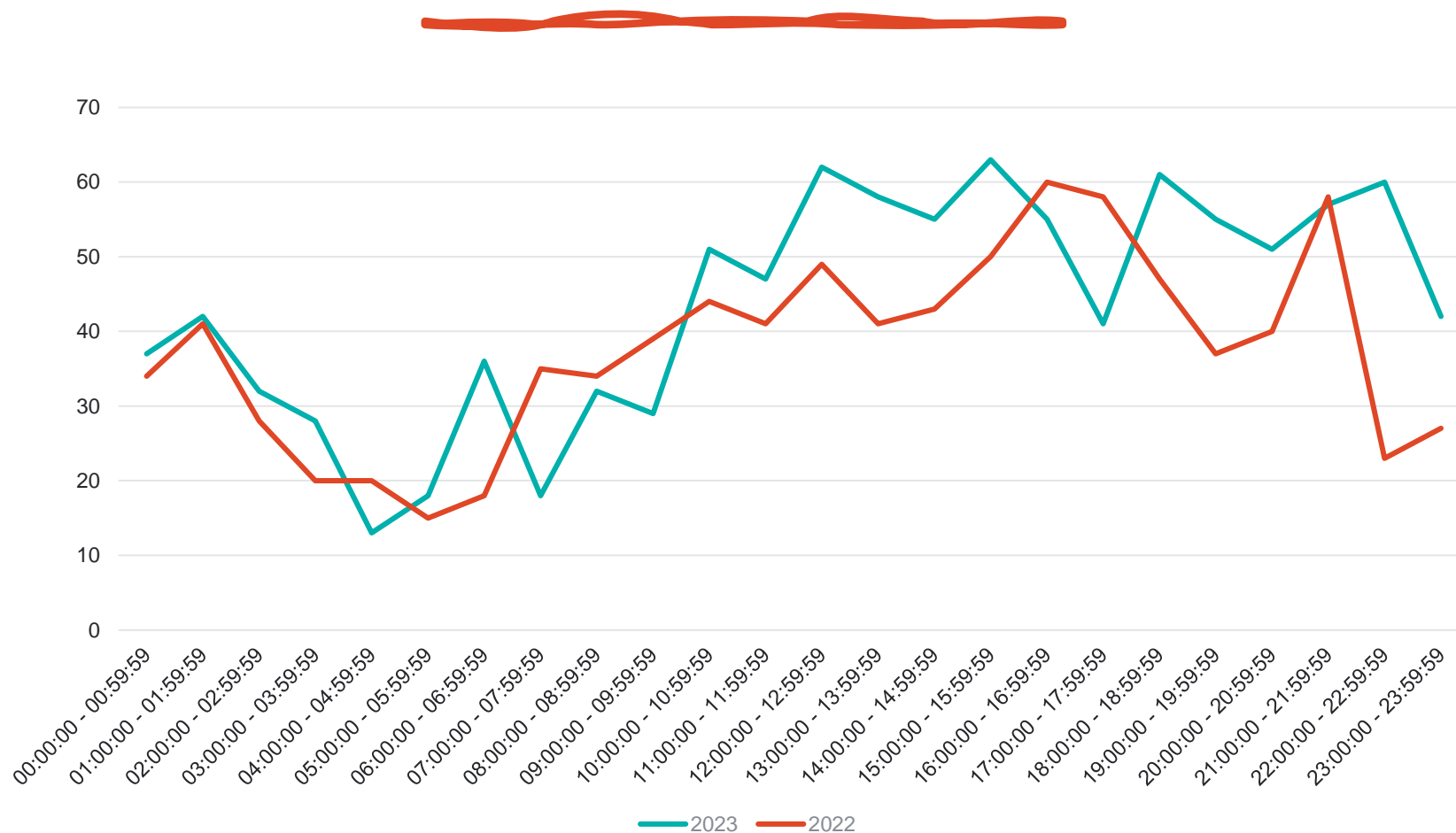


• Interfacility Transfer Response Time:

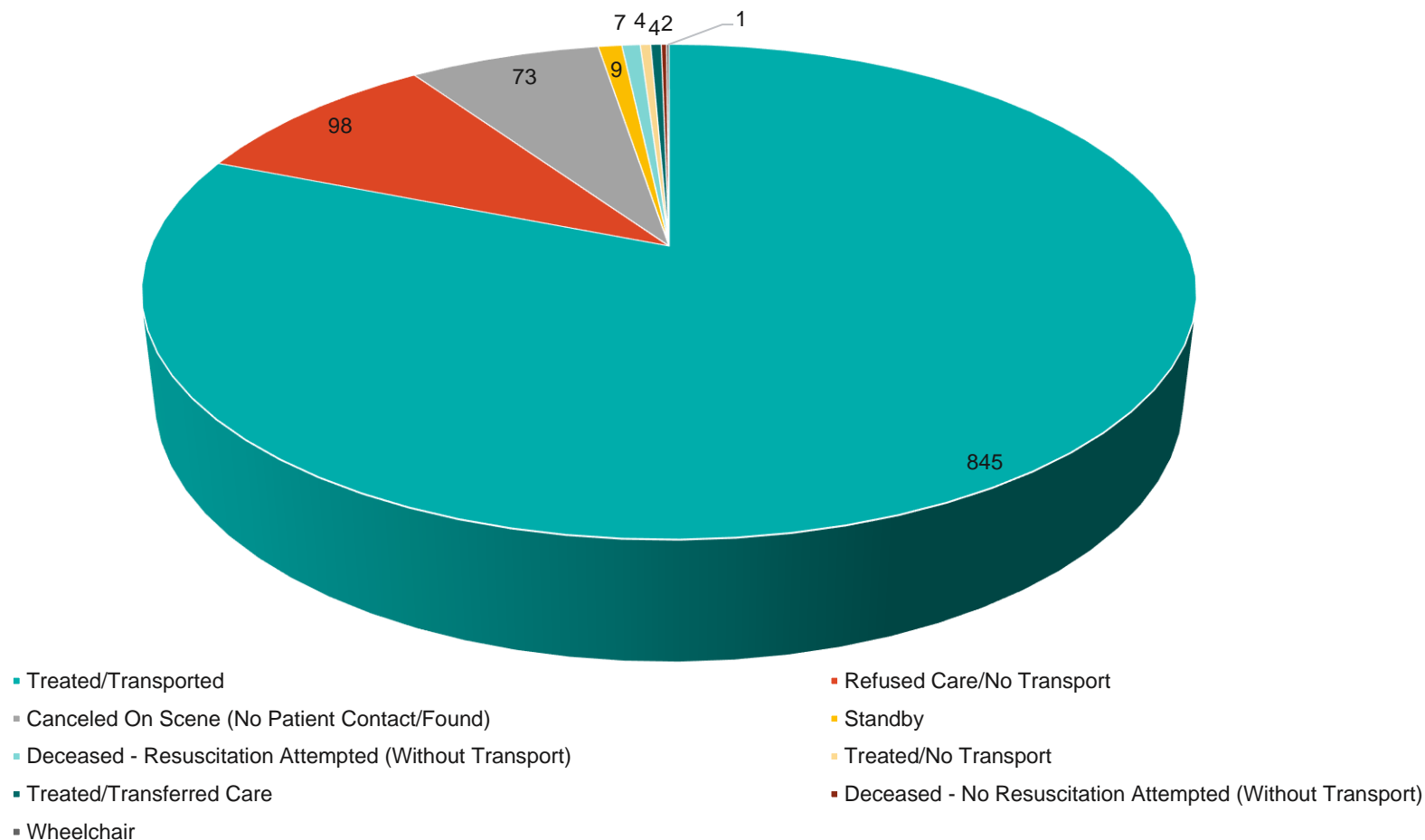
Median Unit Notified by Dispatch to Unit Arrived on Scene



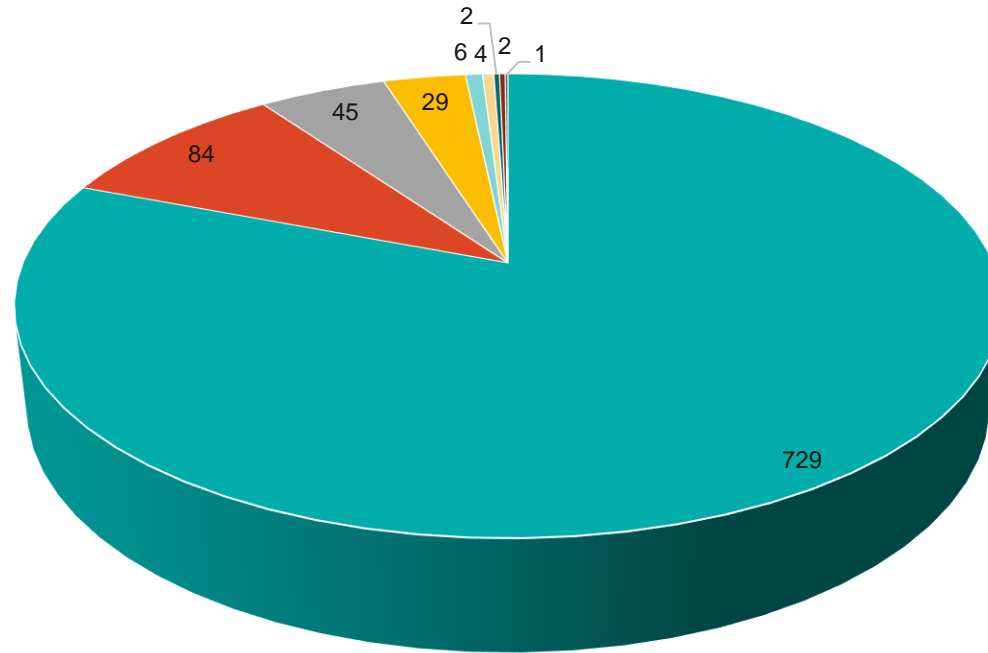
New Prague Calls per hour of day



New Prague Responses 01.01.2023 through 06/30/2023



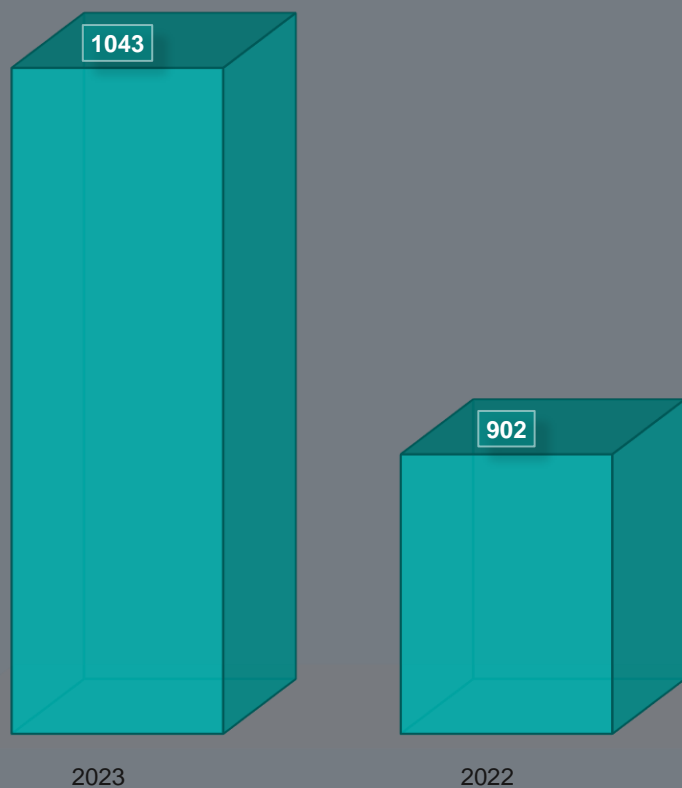
New Prague Responses 01.01.2022 through 06/30/2022



- Treated/Transported
- Refused Care/No Transport
- Canceled On Scene (No Patient Contact/Found)
- Canceled (Prior to Arrival at Scene)
- Standby
- Treated/Transferred Care
- Deceased - No Resuscitation Attempted (Without Transport)
- Deceased - Resuscitation Attempted (Without Transport)
- Treated/No Transport

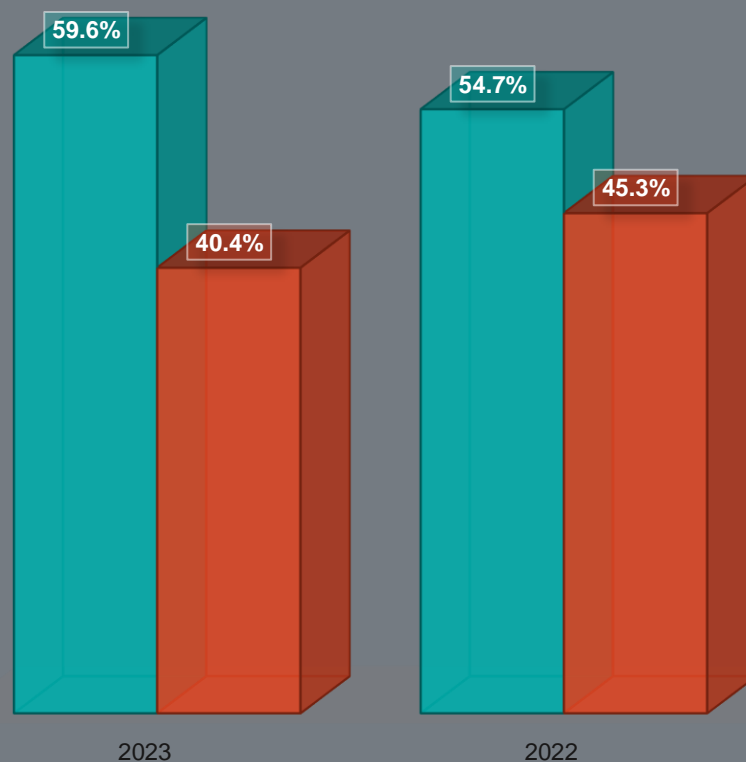
Volumes & 911 vs Transfer %

VOLUMES

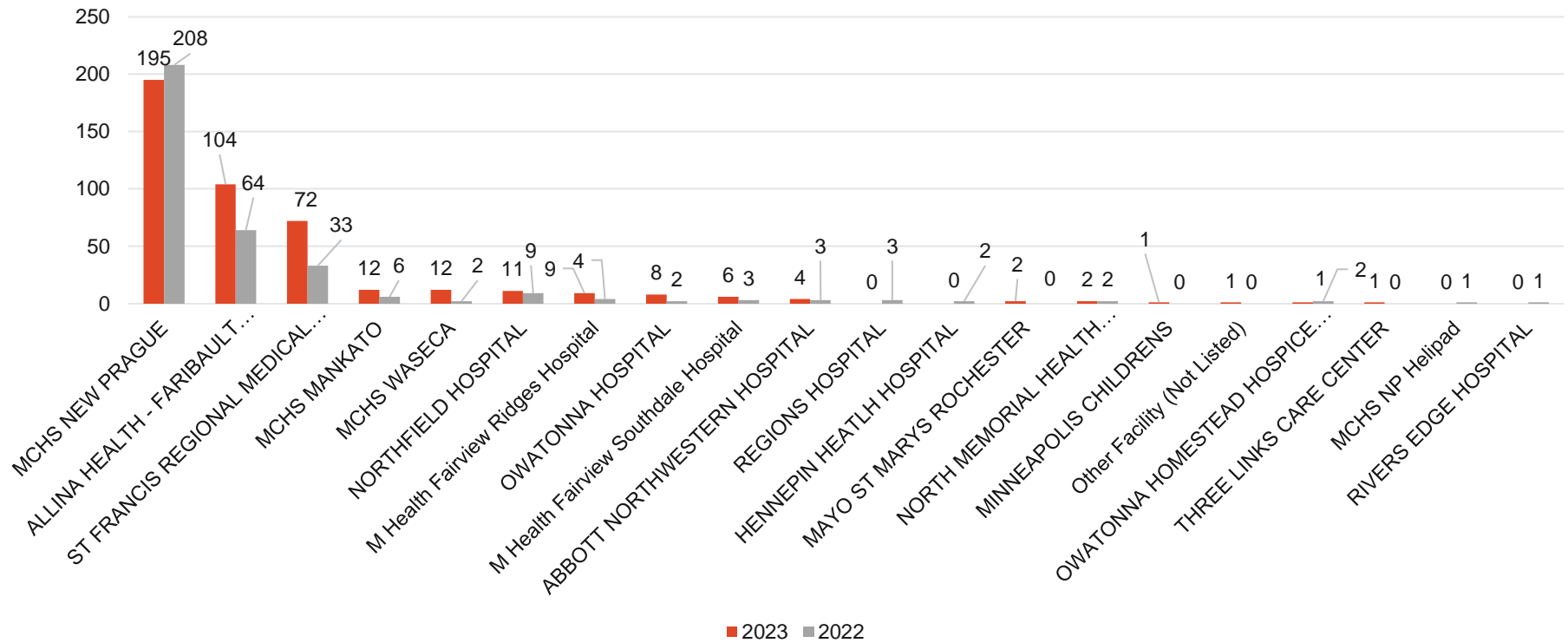


911 & TRANSFERS

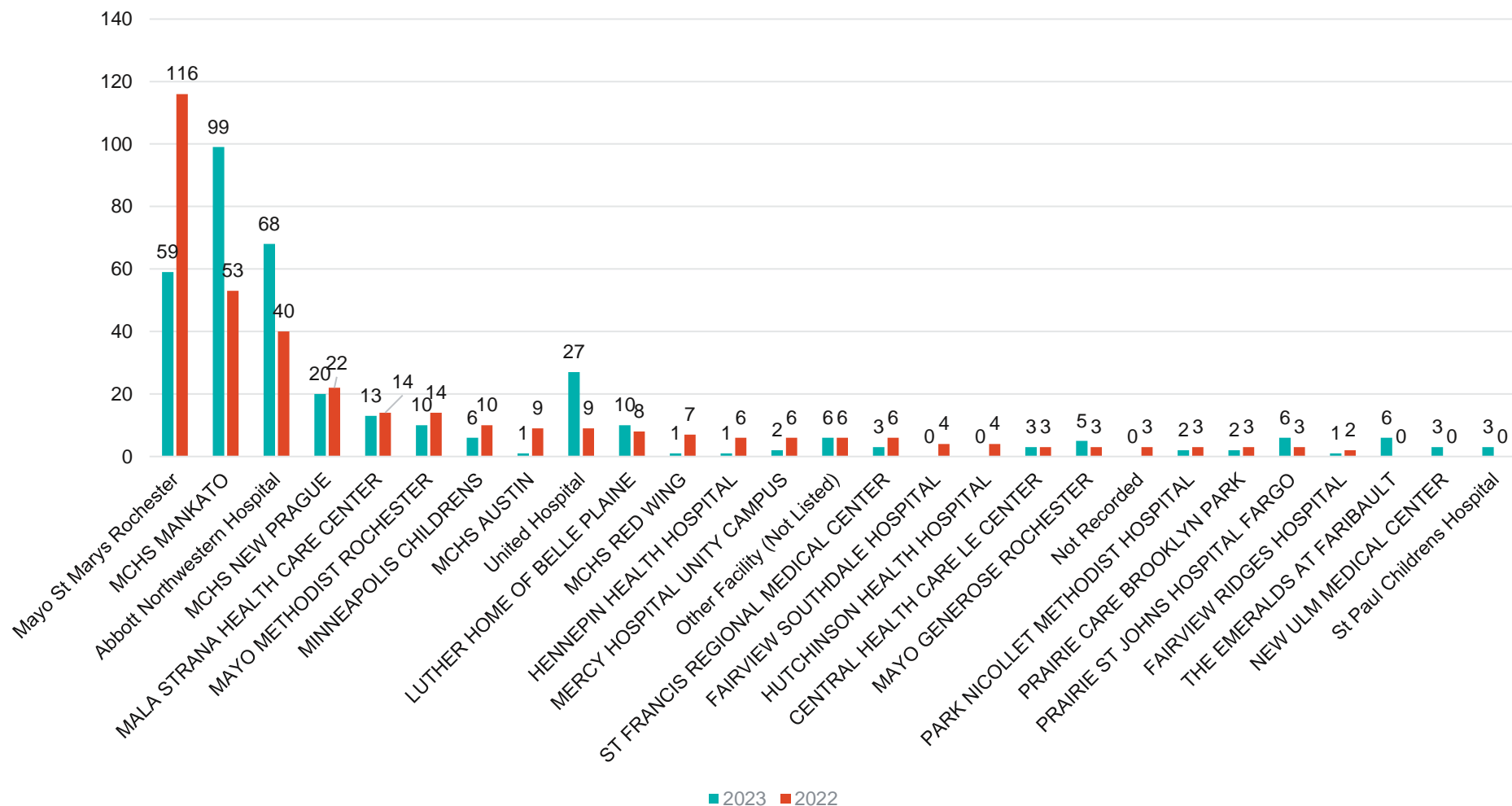
■ 911 ■ Transfers



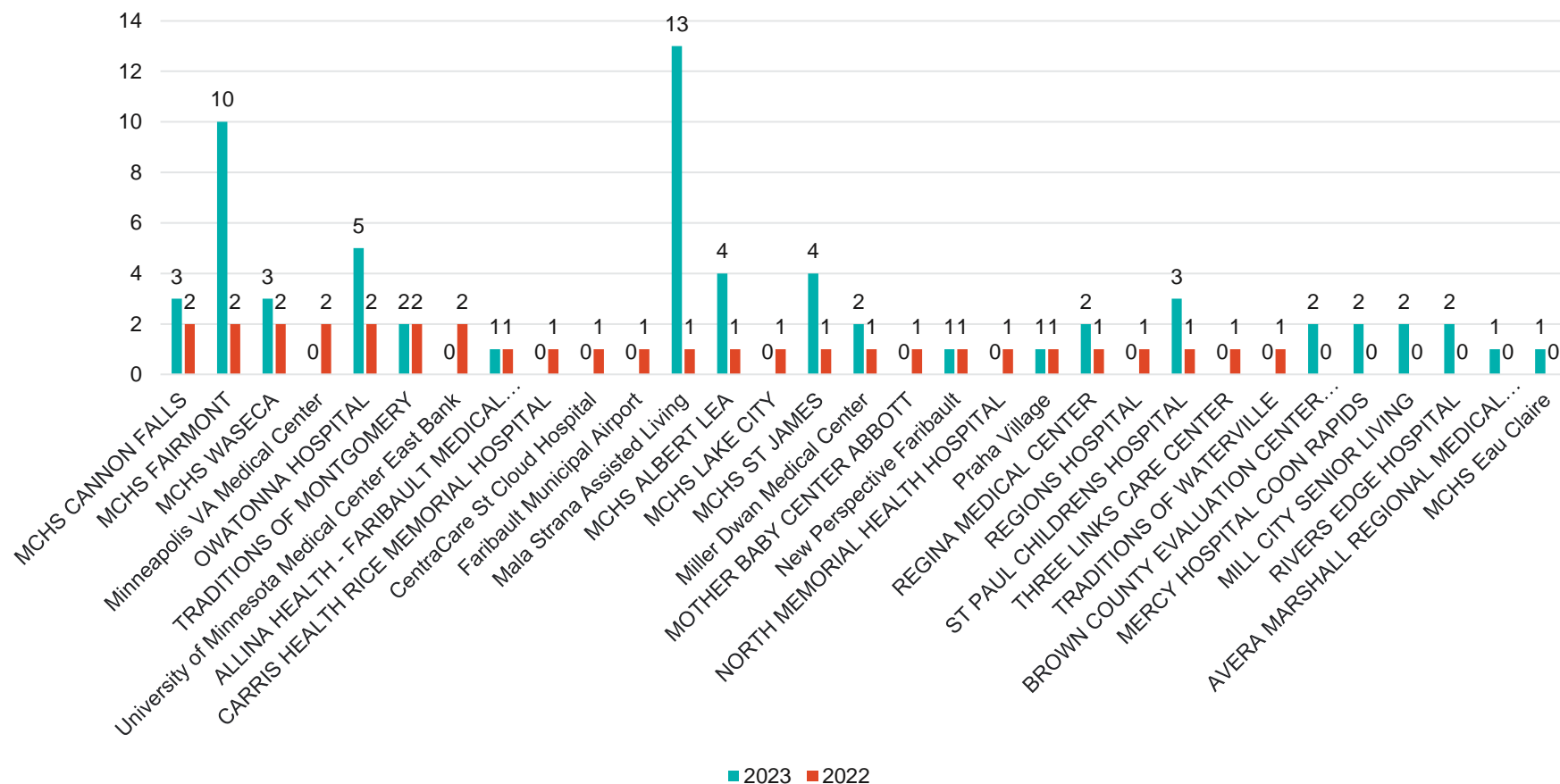
911 Patient Destinations



Transfer Patient Destinations

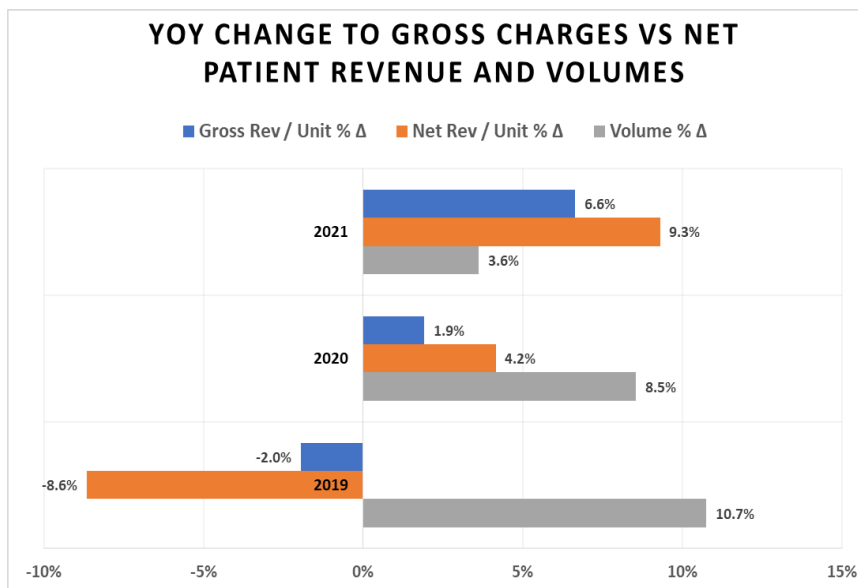


Transfer Patient Destinations

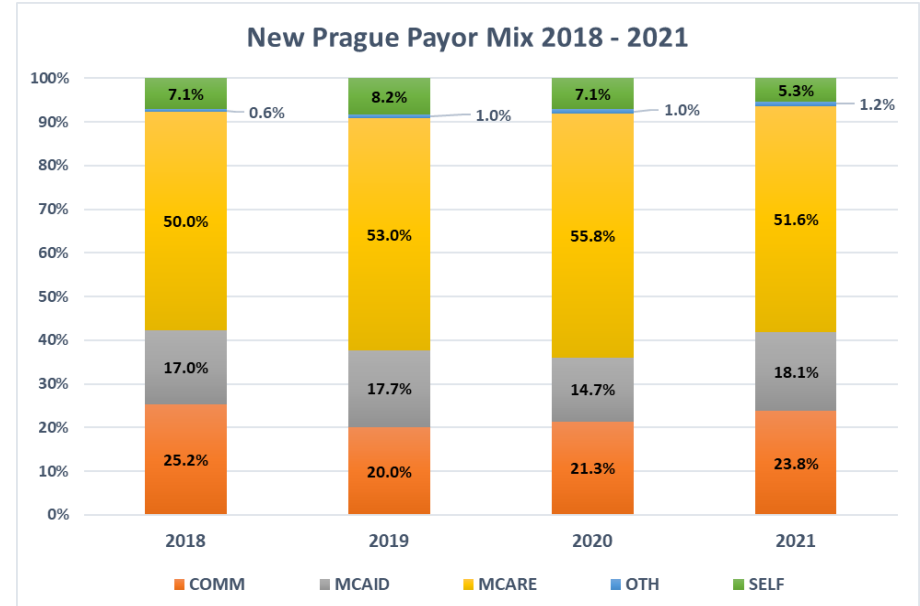
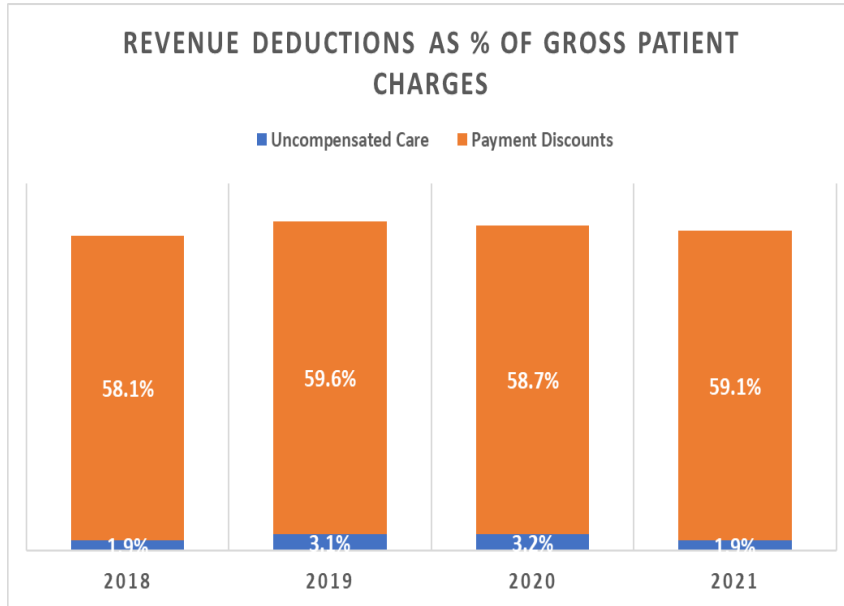


New Prague Historical Revenues

New Prague - Revenue Summary (000s)				
	2018	2019	2020	2021
	Actual	Actual	Actual	Actual
Gross Patient Charges	\$ 2,926	\$ 3,177	\$ 3,515	\$ 3,884
Revenue Deductions	\$ 1,757	\$ 1,994	\$ 2,177	\$ 2,368
% Revenue Deductions	60.0%	62.8%	61.9%	61.0%
Net Patient Revenue	\$ 1,170	\$ 1,183	\$ 1,338	\$ 1,515
Volume	1,173	1,299	1,410	1,461
Volume % Δ		10.7%	8.5%	3.6%
Gross Rev / Unit	\$ 2,495	\$ 2,446	\$ 2,493	\$ 2,658
Net Rev / Unit	\$ 997	\$ 911	\$ 949	\$ 1,037
Gross Rev / Unit % Δ		-2.0%	1.9%	6.6%
Net Rev / Unit % Δ		-8.6%	4.2%	9.3%



New Prague Historical Payor Mix



Revenue Deductions As %
of Gross Patient Charges

	2018	2019	2020	2021
Uncompensated Care	1.9%	3.1%	3.2%	1.9%
Payment Discounts	58.1%	59.6%	58.7%	59.1%
Total revenue deductions	60.0%	62.8%	61.9%	61.0%

	2018	2019	2020	2021
Medicare & Medicaid Total	67.1%	70.7%	70.6%	69.8%

New Prague Historical Financials

5 Year Financials - 8215 - New Prague

	2018	2019	2020	2021	2022
	Actual	Actual	Actual	Actual	Budget
Volume: Billed Actual / Forecast Budget	1,173	1,299	1,410	1,461	1,481
Growth		10.7%	8.5%	3.6%	1.4%
Revenue:					
Net Transport Revenue per billed Run	997	911	949	1,037	988
YOY Change		-8.6%	4.2%	9.3%	-4.7%
Net Transport Revenue	1,169,753	1,183,371	1,337,837	1,515,124	1,463,611
Misc Revenue	\$ 181	\$ -	\$ -	\$ 38	\$ -
Total Revenue	1,169,934	1,183,371	1,337,837	1,515,162	1,463,611
Total direct expenses	1,120,645	1,209,601	1,248,494	1,425,432	1,423,137
Operating Margin	49,108	(26,231)	89,343	89,692	40,473
Operating Margin %	4.2%	-2.2%	6.7%	5.9%	2.8%
Indirect Expense					
General & Administrative expenses ³	116,993	118,337	133,784	151,516	146,361
Net Income (Loss)	(67,885)	(144,568)	(44,441)	(61,824)	(105,888)
Net Income (Loss) %	-5.8%	-12.2%	-3.3%	-4.1%	-7.2%

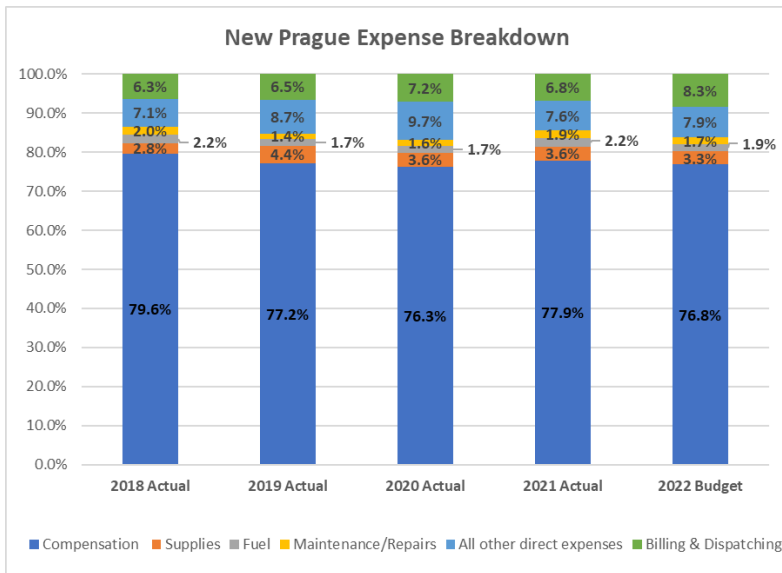
¹ Direct expenses are defined as all expenses directly attributed to completing the transport service

² All other direct expenses include utilities, purchased services, building rentals, depreciation, licensing, etc.

³ General & administrative expenses include medical direction, education/training/clinical development, quality assurance, regional leadership, HR and payroll, accounting, worker's compensation, IT services, compliance and risk management, infection control, biomedical engineering, and legal counsel

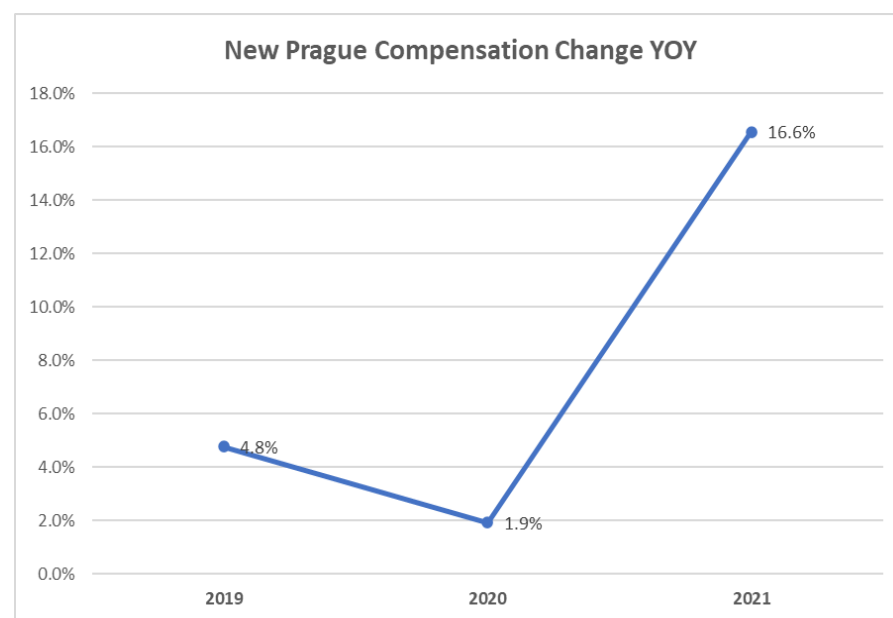
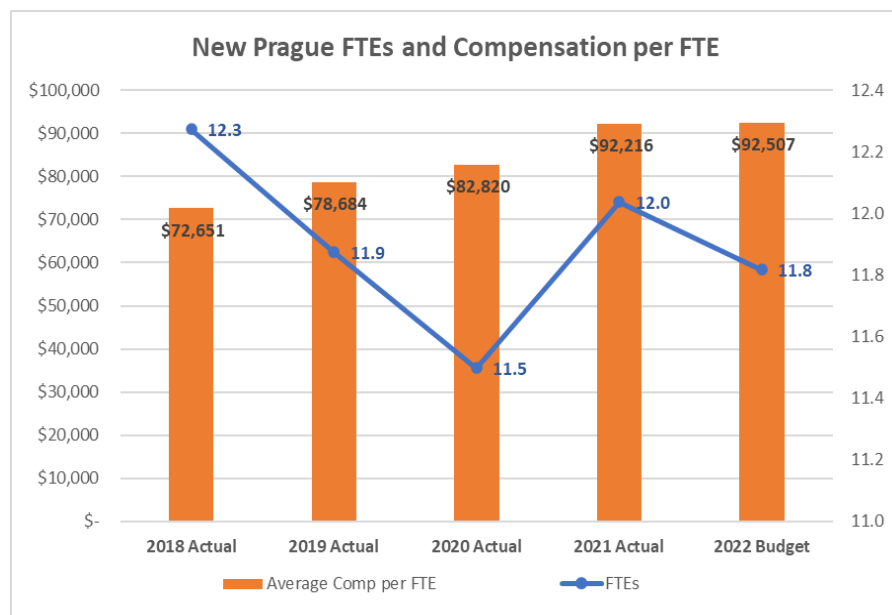
New Prague Historical Direct Expenses

Section 12, Item b.



	2018	2019	2020	2021	2022
	Actual	Actual	Actual	Actual	Budget
Direct Expenses¹:					
Compensation	891,724	934,324	952,305	1,110,061	1,093,161
Supplies	31,202	53,110	44,902	50,740	47,411
Fuel	24,413	21,126	21,250	32,035	27,190
Maintenance/Repairs	22,196	17,105	19,555	27,197	24,229
All other direct expenses ²	80,020	105,237	121,090	107,878	112,672
Billing	27,997	29,041	35,632	34,195	40,317
Dispatching	43,092	49,658	53,760	63,325	78,158
Total direct expenses	1,120,645	1,209,601	1,248,494	1,425,432	1,423,137

New Prague Historical Compensation Expense



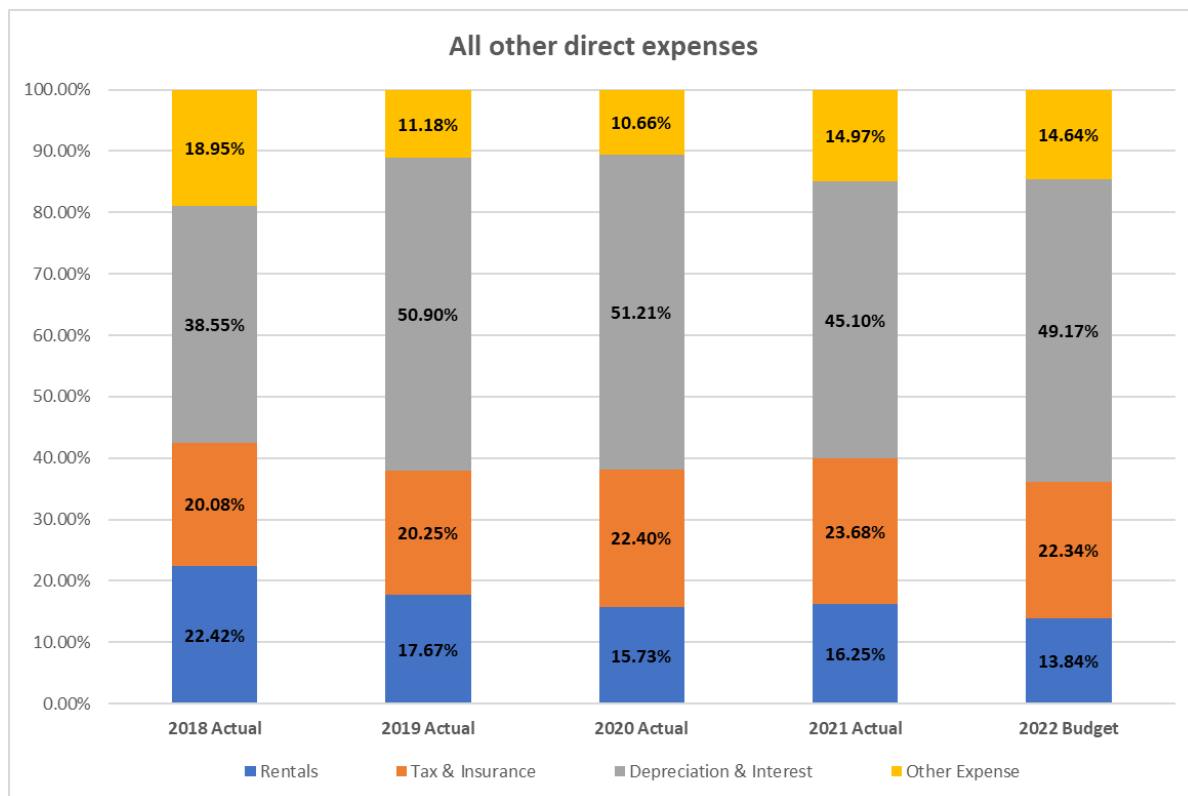
- Changes in compensation largely driven by annual merit increases and compounded by premium pay for recruitment and retention
- Increase from 2020 to 2021 due to pay scale change to remain market competitive
- Higher benefits utilization is also driving up compensation

New Prague Historical Direct Expense / Unit

Section 12, Item b.

	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Budget
Units	1,173	1,299	1,410	1,461	1,481
Expense / Unit					
Compensation	\$ 760.21	\$ 719.26	\$ 675.39	\$ 759.80	\$ 738.12
Supplies	\$ 26.60	\$ 40.89	\$ 31.85	\$ 34.73	\$ 32.01
Fuel	\$ 20.81	\$ 16.26	\$ 15.07	\$ 21.93	\$ 18.36
Maintenance/Repairs	\$ 18.92	\$ 13.17	\$ 13.87	\$ 18.62	\$ 16.36
All other direct expenses	\$ 68.22	\$ 81.01	\$ 85.88	\$ 73.84	\$ 76.08
Billing & Dispatching	\$ 60.60	\$ 60.58	\$ 63.40	\$ 66.75	\$ 80.00
Total Direct Expense / Unit	\$ 955.37	\$ 931.18	\$ 885.46	\$ 975.65	\$ 960.93
% Δ YOY					
Compensation		-5.4%	-6.1%	12.5%	-2.9%
Supplies		53.7%	-22.1%	9.1%	-7.8%
Fuel		-21.9%	-7.3%	45.5%	-16.3%
Maintenance/Repairs		-30.4%	5.3%	34.2%	-12.1%
All other direct expenses		18.8%	6.0%	-14.0%	3.0%
Billing & Dispatching		0.0%	4.6%	5.3%	19.8%
Total Direct Exp % Δ YOY		-2.5%	-4.9%	10.2%	-1.5%

New Prague Historical Other Expenses



- Building lease, Tax & Vehicle Insurance, and Depreciation account for roughly 86% of other direct expense
- Other expenses include utilities, purchased services, licensing, mileage reimbursement, and registrations

New Prague April YTD Financials

	2022	2022	F(U) Apr YTD Actual vs Budget
	Actual	Budget	
Volume: Billed Actual / Forecast Budget	481	506	-4.9%
Revenue:			
Net Transport Revenue per billed Run	1,107	988	12.1%
YOY Change			
Net Transport Revenue	532,673	500,059	6.5%
Direct Expenses¹:			
Compensation	383,521	354,872	-8.1%
Supplies	14,040	16,147	13.0%
Fuel	15,601	9,290	-67.9%
Maintenance/Repairs	15,400	9,720	-58.4%
All other direct expenses ²	38,216	37,734	-1.3%
Billing	11,383	13,627	16.5%
Dispatching	23,572	26,296	10.4%
Total direct expenses	501,732	467,685	-7.3%
Operating Margin	30,940	32,373	-4.4%
Operating Margin %	5.8%	6.5%	
Indirect Expense			
General & Administrative expenses ³	53,267	50,006	-6.5%
Net Income (Loss)	(22,327)	(17,633)	-26.6%
Net Income (Loss) %	-4.2%	-3.5%	

- Customer activity trending lower than anticipated for the first four months of the year
- Slight shift in payor mix and acuity positively impacting net revenue per transport
- Staffing challenges continue
- Supply chain issues negatively impacting direct expenses

Questions

????

City of New Prague, Minnesota

MSA TEAM:

Chris Janson, Principal in Charge cjanson@msa-ps.com
 Claire Michelson, Project Manager cmichelson@msa-ps.com
 Emily Herold, Project Planner eherold@msa-ps.com

DATE:

August 3, 2023



NEW PRAGUE COMPREHENSIVE PLAN UPDATE

Community Engagement Update

Survey Results

The community input survey received 118 total responses, spanning a range of age groups, household sizes, and lengths of residence in New Prague. While a more thorough presentation of the survey's findings will be included in the Comprehensive Plan document, here are some general themes that emerged:

New Prague's Top 3 Current Qualities

1. School District
2. Rural Character
3. Adjacency to the Twin Cities

New Prague's Top 3 Suggested Needs

1. Parks and Recreation Updates/Expansion
2. Expand Retail Shopping Opportunities
3. Decrease Taxes and Fees

The survey included prompts to gather ideas for a SWOT analysis (Strengths, Opportunities, Weaknesses, and Threats) regarding the topics of Beautification, Development, and Mobility. These themes are summarized on the following pages.

PROJECT UPDATE**BEAUTIFICATION****Strengths/Opportunities**

1. Care for parks/open space
2. Expand on existing pedestrian and bike trails and ensure they're safe and connected
3. Preserve small town character and history of for historic downtown area (including Main Street)
4. Plant more trees and improve landscaping
5. Offer opportunities to capitalize on beautifying the city (i.e. tourism from Czech heritage, seasonal decorations, bridge/arch for pictures)

Weaknesses/Threats

1. Need more spaces for sports recreation (especially soccer)
2. Need for more alternative recreation activities (not sports and for all ages)
3. Improve road conditions (including better landscaping, less roundabouts)

DEVELOPMENT**Strengths/Opportunities**

1. Opportunity to attract and retain the right businesses (including small businesses)
2. Expand recreational opportunities/open spaces/green spaces
3. Improve multimodal transportation (bike trails, public transit, pedestrian areas)
4. Maintain the current small-town feel
5. Continue to balance land uses

Weaknesses/Threats

1. Need for more diverse housing options (design, price, tenancy)
2. Expand recreational opportunities/open spaces/green spaces
3. Need investment to improve infrastructure
4. Need to reduce high costs
5. City is growing too fast and over building to anticipate growth and attract developers, when residents want to maintain small town feel

PROJECT UPDATE

MOBILITY

Strengths/Opportunities

1. Opportunity to expand on existing bike and pedestrian trails (externally to surrounding areas and parks (I.e., Cedar Lake), on residential streets, around water bodies)
2. Need for mountain bike trails
3. Roads are currently in good condition

Weaknesses/Threats

1. Safety improvements are needed on paths and at heavy traffic intersections (especially near schools and highways)
2. Trail system is currently disjointed, non-contiguous, or connects to busy roadways and preferred areas such as parks or recreational amenities, city facilities, grocery stores, and schools
3. ADA compliance (unsafe, uneven paths and untreated in winter) and need public, multimodal transit for elderly and handicapped

Stakeholder Interview Results

The project team has spoken to numerous stakeholders, ranging from business owners and developers within New Prague to representatives from surrounding Counties and Townships. More stakeholder interviews are scheduled for the next few weeks. While many of these conversations highlighted specific issues or circumstances around New Prague, here are a few general themes:

Development Needs

- Connected trail system between City to Cedar Lake Farm Park and notable points throughout community
- Condos/apartments/diverse housing
- Workforce housing
- Development-ready industrial and residential sites (especially multi-family residential)

Challenges for Running/Expanding Business

- Difficult to find workers – many want to work from home and/or are not skilled enough
- Very little affordable housing and childcare
- Cost of expanding business and development – residential development cost is prohibitive
- Bedroom community (daytime traffic is low, which threaten restaurants and hospitality)

Suggestions for \$100,000 Improvements

- Splash pad
- Dog park
- Additional advertising/promotional materials/social media engagement, both to attract non-residents and inform residents of things happening within community

Suggestions for \$10,000,000 Improvements

- Indoor sports complex (batting cages, pickleball, hockey rink, etc.)
- Investment into School District

PROJECT UPDATE

- Purchase of land and infrastructure completion
- Parks and recreation improvements (connection to Cedar Lake Farm Park, updating park facilities/trails, purchasing land for new parks/trails/open space)

Czech Out New Prague

Members of the project team attended Czech Out New Prague on August 3, to discuss the existing Parks/Trails map and Future Land Use map with members of the public.

Steering Committee Meeting #2

On July 27th, the project team met with the Steering Committee to review the community engagement results provided in this memo, update the document's vision statement, and discuss New Prague's current Future Land Use map. The project team received ideas for edits to the existing Comprehensive Plan's vision statement and Future Land Use map, as well as additional stakeholders to contact.

Next Steps

- The project team will continue developing Community Policies and the Future Land Use Map to bring to the Steering Committee's next meeting (tentatively late August).
- We are working to schedule the next community input workshop (Community Policies and Future Growth) for late August or early September.
- The project team would like to hold a joint Planning Commission/City Council Review Workshop in October to review the drafted community elements and future land use map.



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: EMERALD ASH BORER UPDATE
DATE: AUGUST 3, 2023

At the last City Council meeting, there were questions from the City Council regarding how much the City was doing to combat the emerald ash borer and if we were following the plan in terms of public outreach. I have attached the plan for any City Council members that would like to review it. As pointed out, the information had become difficult to find on the website. We have moved the information to the top in the short-term. Our plan is to see if it is possible to create a more easily accessible link to the information.

We are continuing to refine our website. We are very limited in what we are able to do with the website due to its age and capabilities though we are doing our best. We do have more information that we are able to add and will be doing so in the coming weeks. At this point, we do not have a person on staff who deals exclusively with public outreach, which some larger cities have (Public Information Officer) and much of our updates of our public information have to be worked around other projects we have going on.

The community outreach portion of the plan states that we will have information on the website, in newsletters, and on social media. This does not mean that we will have a constant flow of information on social media, though we are looking to generally increase our social media presence as technologies allow are staff to have more availability throughout the work day. One option that we are looking into is having someone from the DNR come down to speak to residents. When I have more information, I will pass that along.

The current EAB budget is allowing the City to perform some activities, but it is far from what we will ultimately need. At this point, staff is looking to supplement the original grant with further grants to continue outreach and make more resources available to residents.



Emerald Ash Borer Management Plan

(Approved 9/19/22)

PURPOSE

By implementing the provisions of this management plan, the City is attempting to mitigate the disruption to its urban forest caused by the infestation of the Emerald Ash Borer (EAB). Taking a proactive approach to the potential infestation enables the City to address both public and private impacts in an efficient and effective manner.

The city will attempt to distribute costs associated with EAB over a manageable time period and lessen the economic and social impact that an extensive loss of ash trees would have on the quality of life in our community.

In establishing this management plan, the City considered the following factors:

- EAB, a non-native insect was first discovered in SE Michigan in 2002. Since that time, it has been discovered in 35 states and several locations in Canada.
- Given the rapid spread of this insect upon its arrival to North America, an active approach will allow the City to minimize the impact and better manage the and costs and nuisance of EAB.
- EAB was first discovered in Minnesota in St. Paul in 2009.
- Scott County was quarantined for EAB in 2015.
- Rice County was quarantined for EAB in 2020.
- Le Sueur County was quarantined for EAB in 2022.
- EAB was identified in New Prague at Northside and Memorial Park in December of 2021.
- 36 of MN 97 counties are now under EAB quarantine.
- Removal of diseased or declining ash trees will help prevent the more rapid spread and impact of EAB in the community.
- Managed use of optional chemical treatments which have demonstrated efficacy in controlling EAB could be utilized to save ecologically benefitting, aesthetically pleasing, and property value enhancing ash trees.
- Reforesting the City with native tree species will increase the diversity and sustainability of the forest.

EMERALD ASH BORER BACKGROUND: THE PROBLEM

Emerald ash borer, (*Agrilus planipennis*), is a small member of the beetle family. It is a non-native (introduced) pest that has killed tens of millions of native and landscape ash trees in eastern North America since it was discovered. The native range for EAB is SE Russia, northern China, Japan and Korea. The exotic beetle found its way to the United States, presumably on solid wood packing material shipped from Asia.

The adult beetle is a bright metallic green color, with an elongated, slender body measuring ½ inch long and 1/16th of an inch in diameter. EAB undergoes a multi-phase life cycle that generally encompasses a one-to-three-year period. Adults are generally active from mid-June to mid-August. Females lay eggs in the bark of ash trees that take from 7 to 12 days to hatch. Upon hatching the larvae burrow into the nutrient conducting tissue of the (phloem) where they feed for several weeks. The white to cream colored larvae is flattened with 10 bell shaped segments and a pair of brown pincers on the last segment. The larvae feeding results in a very characteristic S-shaped patterning under the bark called galleries. Large numbers of larvae feeding in the vascular tissue (tissue that conducts water up from the roots and nutrients down from the leaves) disrupt or stop flow of these vital nutrients resulting in wilting, yellowing, and ultimately the death of the tree. The larvae cease feeding in autumn and over-winter in a pre-pupae stage in the tree. Pupation (transformation from larva to adult beetle) occurs in late April or May with the beetle exiting the trees through characteristic D-shaped holes measuring approximately 1/8th inch.

Without any natural predators or controls in North America, the insect has spread to 35 states and 5 Canadian provinces. At time of writing, EAB has been identified in 36 of 87 Minnesota counties. Millions of ash trees have been killed with some cities reporting complete loss of all ash trees within 5 years of EAB becoming established. There has been no stopping the devastation to the urban forest, though millions of dollars have been spent on prevention methods. In other communities where the insect is now establishing itself, a combination of preemptive removal of low-quality ash trees and a mix of chemical treatments has slowed the death of the ash trees allowing communities to manage the problem more efficiently and effectively. The most current research shows that early sanitation efforts have helped slow the spread of EAB in Minnesota. The quick spread of the insect in North America is not due in any large part to the insect. They are relatively weak flyers, only capable of moving about a ½ mile per generation. Human assisted movement infested wood has greatly extended the rate of spread.

Ash tree debris (branches) should be brought to the New Prague Yard Waste Site for proper sanitation. Stumps will not be accepted, and residents are encouraged to grind the stumps out or have a licensed tree contractor apply herbicides to the stump to prevent sprouting. Ash tree debris may remain on the site from which the tree was removed in the form of mulch or firewood. Ash tree debris cannot be moved out of the currently quarantined county (Scott County only at this time as it relates to New Prague). The less ash wood that is moved the better the community will be as a whole.

Signs and Symptoms of EAB include:

- Bark splits or cracks on trunk or branches.
- “D” shaped exit holes where beetles emerge.
- Serpentine “S” shaped larval galleries underneath the bark.
- The presence of EAB or larvae.
- General thinning of canopy and increasing dieback of the ash tree.
- Increased woodpecker activity (feeding on larvae).
- Epicormic Shoots - Sprouting of new growth shoots from the trunk and base of the tree.
- Bark splitting (vertical slits)

APPLICIABILITY

This plan applies throughout the City and includes all public and private property. The City will follow similar policies that have been used in dealing with the Dutch Elm and Oak Wilt diseases, with variations in removal requirements and timing. City Code Section 92.01 titled “Tree Diseases and Infestations” was amended in 2012 establishing that trees with EAB are considered a public nuisance.

EDUCATION AND COMMUNITY OUTREACH

Resident education and ongoing outreach communications are key components of managing the impact of the EAB, especially as more information becomes available. Continued coordinated public information dissemination to residents and the media will be administered through the City’s website, newsletters, and social media. Public meetings will be conducted as necessary. The city will maintain a list of resources for homeowners from relevant agencies.

As EAB activities occur in isolated neighborhoods, direct communication will be made by the city to advise residents on the current situation of their boulevard or privately owned trees and activity in their neighborhood. Homeowners may treat their private trees, provided they use a licensed treatment contractor who adheres to the City’s standards to protect surface and ground water.

CURRENT EAB SITUATION

EAB was confirmed in New Prague at Northside Park and Memorial Park in December by the Minnesota Department of Agriculture. City staff are actively evaluating ash trees for any sign of beetle activity in other areas of the City beyond Northside Park to determine further infestation. It is estimated that more than 15% percent of the New Prague urban forest is compiled of ash trees based on a 2010 Minnesota Department of Natural Resources survey.

MITIGATION POLICIES

Although it is impossible to stop the spread of invasive species like the EAB, the City’s EAB Management Plan is created to lessen the impact of the EAB on the City’s landscape. The City’s mitigation of EAB will be similar to its policies regarding Dutch Elm and Oak Wilt diseases, which attempt to control and prevent the spread of these diseases and limit potential for property damage and bodily injury.

In an effort to mitigate EAB, the city will take the following actions:

1. The City will complete a tree inventory and inspection to help in the EAB assessment process. Simple Trees software will be used to conduct the inventory. The inventory will provide these benefits:

- Provide the city with thorough inventory of all public tree species
- Identify public ash trees
- Help plan for budget impacts for removal and replacement of trees
- Locate priority areas for tree management plans and potential treatments
- Estimate volume of wood potentially requiring disposal

2. Removal of EAB infested trees: The City’s nuisance ordinance requires the removal of both public and private ash trees infested by the EAB to prevent the spread of the disease. This ordinance allows the City to enter private property for inspection, require the removal of diseased trees, and abate the nuisance upon non-compliance of property owners. It is recommended that ash tree removal occur during EAB dormant period October through April.

3. Removal of declining ash trees: The City will begin by completing a tree inventory on public lands which is funded through a 2022 Protect Community Forests Grant from the DNR. Removal of declining ash trees will be prioritized by high city use areas first; schools, parks etc. This will be the decision of the city. Removal of ash trees may occur as the budget allows.

4. Chemical treatment option: There are currently three methods of tree treatments being offered in the marketplace; drenching the soil with chemicals, injecting the chemical into the tree, and applying a bark spray. The city will not allow the use of soil drench or bark spray insecticides applied by the homeowner due to potential to pollute water and negatively impact wildlife. The city may allow chemical treatments in situations where deemed most effective and treatments must be handled by properly licensed contractors.

The City maintains guidelines for treatment of ash trees to help control the onset of EAB and considers trunk injections a management tool to utilize on significant trees within parks and along higher profile right of ways, higher volume roads, and Municipal State Aid collector streets. Due to the high cost of reoccurring treatments and the long-term effects of chemical treatments on ash trees, water resources, and the environment, the City will identify high value trees for potential treatment.

The city will permit residents to use chemical treatments on private ash trees, given the following:

- a. Private contractors are to use **only** the approved trunk injection method.
- b. The treatment application must be done by a tree contractor that is bonded, insured, and state licensed (Tree Care Registry and valid pesticide applicator licensed) to apply commercial tree chemicals.
- c. Records of all treatments will be provided to and maintained by the city.

5. Wood utilization: The City will make every effort to make use of ash tree debris as possible. Suitable ash tree logs could be milled and dried making the wood safe for other uses such as boardwalks, street signs, or other infrastructure. Properly mulched wood could be used on playgrounds, on trails to help prevent erosion or simply for plant mulch material on city property. Creative solutions to this issue will be ongoing and will be high on the priority list.

6. Waste lot and branches: Ash tree debris (branches) should be brought to the New Prague Yard Waste Site for proper sanitation. Stumps will not be accepted, and residents are encouraged to grind the stumps out or have a licensed tree contractor apply herbicides to the stump to prevent sprouting. Ash tree debris may remain on the site from which the tree was removed in the form of mulch or firewood. Ash tree debris cannot be moved out of the state EAB quarantine. The less ash wood that is moved the better the community will be as a whole.

7. Monitoring and tracking: The City will track the spread of EAB in New Prague with the Simple Tree software. The city will also monitor trees that have been treated as reported by private contractors. The city will use the tree inventory to identify replacement and reforestation areas of the city. All removal, replanting, and treatments will continue to be entered into the Simply Trees data base to ensure the most up to date inventory of the cities tree composition.

8. The City will provide Education and Resources on the city web page, newsletter and social media.

9. Reforestation: The city will make every effort to encourage reforestation of private properties, the City will promote the SWCD annual tree sale program that allows residents to purchase trees at wholesale prices. The program will offer a variety of tree species that are appropriate for this region, and the city will promote diversity in all public and private plantings. The city will replant species at no more than 10% of one species of trees to ensure diversity of the urban forest.

BUDGET

\$5,000 is budgeted annually for ash tree removal and replacement as part of the Parks Department Budget. City Staff will continue to seek grant opportunities to combat EAB. The City was awarded a \$60,800 2022 Protect Community Forests Grant from the DNR for EAB related activities including tree removal, tree replacement, tree planning/maintenance equipment and completing a tree inventory on public lands.

SUMMARY

EAB will have a significant impact on New Prague's landscape. The City's plan is designed to inform the public of new infestations, treatment options, removal requirements, and to provide a comprehensive approach to addressing the EAB infestation. This management plan is dynamic and subject to revision(s) as new information about EAB becomes available or as new treatment options are identified. Furthermore, this plan is also subject to revision should state and/or federal polities necessitate plan updates.