



# CITY COUNCIL MEETING AGENDA

## City of New Prague

Monday, June 17, 2024 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

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#### 1. CALL TO ORDER

- a. Pledge of Allegiance

#### 2. APPROVAL OF REGULAR AGENDA

#### 3. CONSENT AGENDA

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

- a. Meeting Minutes

- i. May 20, 2024, City Council Meeting Minutes
- ii. June 3, 2024, City Council Meeting Minutes
- iii. June 3, 2024, Special City Council Meeting Minutes - Closed

- b. Claims for Payment: **\$698,925.45**

- c. Satisfaction of SCDP Housing Repayment Agreement for 201 Hamilton Street South, Waterville, MN 56096

- d. Financial Summary Report

- e. Mutual Aid Fire Agreement

- f. LG220 MN Lawful Gambling Application for Exempt Permit for Scott Le Sueur Waterfowlers, Inc. on November 21, 2024, involving a raffle at The Park Ballroom, 300 Lexington Avenue South

- g. Resolution #24-06-17-01 - Appointing Election Judges for the 2024 State Primary Election

- h. Resolution #24-06-17-02 - Appointing Election Judges for the 2024 General Election

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

*(Speakers limited to 5 minutes.)*

#### 5. CITY ENGINEER PROJECTS UPDATE

- a. June 17, 2024

#### 6. 2025 STREET AND UTILITY IMPROVEMENT PROJECT

- a. Approval of Geotechnical Evaluation Contract

**7. PUBLIC HEARING(S) – 6:00 PM**

- [a.](#) The Rusty Spoke at 329 Main Street West - Approval of the Issuance of an On-Sale Intoxicating Liquor License and Sunday Liquor License

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

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

**10. RESOLUTIONS**

**11. GENERAL BUSINESS**

- [a.](#) 2025 Levy and Budget Timeline

**12. MISCELLANEOUS**

- [a.](#) Meeting Minutes
  - i. Park
  - ii. EDA
- [b.](#) SCALE – RTF Site Analysis and Fit Study
- [c.](#) Discussion of Items not on the Agenda

**13. ADJOURNMENT**

**UPCOMING MEETINGS AND NOTICES:**

**June 19**

June 24

June 25

June 26

July 1

**July 4**

July 8

July 9

July 10

July 15

**Holiday – City Offices Closed**

3:30 p.m. Utilities Commission

6:30 p.m. Golf Board

6:30 p.m. Planning Commission

6:00 p.m. City Council

**Holiday – City Offices Closed**

12:00 p.m. Community Center Board

6:00 p.m. Park Board

7:30 a.m. EDA Board

6:00 p.m. City Council



# CITY COUNCIL MEETING MINUTES

## City of New Prague

Monday, May 20, 2024 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

### 1. CALL TO ORDER

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

#### PRESENT

Mayor Duane Jirik  
Councilmember Shawn Ryan  
Councilmember Maggie Bass  
Councilmember Rik Seiler  
Councilmember Bruce Wolf

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

a. Pledge of Allegiance

### 2. APPROVAL OF REGULAR AGENDA

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

### 3. CONSENT AGENDA

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

- a. Meeting Minutes
  - i. May 6, 2024, City Council Meeting Minutes
- b. Claims for Payment: **\$290,962.01**
- c. LG220 MN Lawful Gambling Application for Exempt Permit for Church of St. Wenceslaus on August 11, 2024, involving bingo, pull-tabs, and a raffle at 215 Main Street East
- d. 1-Day Temporary On-Sale Liquor License for Giesenbrau - Ribfest on June 14, 2024, at Holy Trinity Lutheran Church, 1300 Main Street East
- e. 1-Day Temporary On-Sale Liquor License for Midwest Country Music Organization on June 1, 2024
- f. Appointment of Police Officer
- g. Purchase of Police Department Duty Handguns
- h. Quarterly Financial Summary Report

**4. VIOLATION APPEAL**

- a. 210 Central Avenue N  
Steve Roiger addressed the Council. Motion made by Councilmember Seiler, Seconded by Councilmember Bass to pause the violation notice.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).

**5. CITY ENGINEER PROJECTS UPDATE**

- a. May 20, 2024  
Public Works Director Matt Rynda provided updates.

**6. PRESENTATION AND ACCEPTANCE OF THE 2023 ANNUAL FINANCIAL (AUDIT) REPORT**

- a. Abby Schmidt, Abdo  
Abby Schmidt with Abdo presented the 2023 annual financial report to City Council.  
Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve the 2023 financial report.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).

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

No members of the public spoke at this meeting.

**8. PUBLIC HEARING(S) – 6:00 PM**

- a. Ettlins Cafe at 208 4th Avenue SW - Approval of the Issuance of an On-Sale Intoxicating Liquor License and Sunday Liquor License  
Mayor Jirik opened the public hearing. No comments were made. Motion made by Councilmember Ryan, Seconded by Councilmember Wolf to close the public hearing.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).  
Motion made by Councilmember Bass, Seconded by Councilmember Ryan to approve the liquor license.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).

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

- a. Ordinance #349 - Repealing Chapter 152 of the New Prague City Code and Replacing It with a New Chapter 152 Regarding Floodplain Regulations  
Planning/Community Development Director Ondich provided background. Motion made by Councilmember Seiler, Seconded by Councilmember Bass for the second reading and adoption of Ordinance #349.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).



**11. RESOLUTIONS**

- a. Resolution #24-05-20-01 - Approving Publication of Ordinance #349 by Title and Summary  
 Motion made by Mayor Jirik, Seconded by Councilmember Ryan to approve Resolution #24-05-20-01.  
 Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler,  
 Councilmember Wolf  
 Motion carried (5-0).

**12. GENERAL BUSINESS**

- a. Appointment of Board/Commission Members
  - i. EDA Board
  - ii. Golf Board
  - iii. Park Board
  - iv. Planning Commission
  - v. Utilities Commission
 City Administrator Tetzlaff provided an overview.
  - Motion made by Councilmember Bass, Seconded by Councilmember Wolf to reappoint Nick Slavik to the EDA Board.  
 Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (5-0).
  - Motion made by Councilmember Bass, Seconded by Councilmember Wolf to appoint Graham Kuehner and reappoint Bob Cunniff to the Golf Board.  
 Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (5-0).
  - Motion made by Councilmember Bass, Seconded by Councilmember Wolf to appoint Shannon Sticha to the four-year Park Board term and Jacob Bisek as the Park Board youth representative.  
 Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (5-0).
  - Motion made by Councilmember Bass, Seconded by Councilmember Wolf to reappoint Ann Gengel to the Planning Commission.  
 Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (5-0).
  - Motion made by Councilmember Bass, Seconded by Councilmember Wolf to appoint Chuck Nickolay to the Utilities Commission.  
 Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
 Motion carried (5-0).

**13. MISCELLANEOUS**

- a. Public Hearing for Draft Lower Minnesota River East Comprehensive Watershed Management Plan  
 Planning/Community Development Director Ondich provided details.
- b. Meeting Minutes
  - i. Park
- c. Discussion of Items not on the Agenda

- Mayor Jirik received complaints and concerns regarding the property located at the northwest corner of 7<sup>th</sup> Street and Lexington Avenue. Planning/Community Development Director Ondich advised that the city issued a buffer encroachment violation to the wetland to the property owner.
- Councilmember Ryan inquired why the police department is purchasing 14 duty handguns when they have 12 members. Police Chief Applen was no longer at the meeting, but Mayor Jirik advised he thought it was so the department has one extra, and the other would be used in the event there was ever an officer-involved shooting.
- City Administrator Tetzlaff reminded Council of the closed session following the regular meeting.
- General Manager Reimers shared that New Prague was part of a larger group who received a national energy star award. New Prague received it on behalf of SMMPA and because it met its goals for energy conservation spending for the past year. 1.5% of gross revenue needs to be spent toward energy saving products to its customers, and New Prague met that goal and received recognition for it.

14. ADJOURNMENT

Motion made by Councilmember Ryan, Seconded by Councilmember Seiler to adjourn the meeting at 7:06 p.m.

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

Motion carried (5-0).

ATTEST:

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Duane J. Jirik  
Mayor

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



# CITY COUNCIL MEETING MINUTES

## City of New Prague

Monday, June 03, 2024 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

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### 1. CALL TO ORDER

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

#### PRESENT

Mayor Duane Jirik  
Councilmember Shawn Ryan  
Councilmember Maggie Bass  
Councilmember Rik Seiler  
Councilmember Bruce Wolf

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

a. Pledge of Allegiance

### 2. APPROVAL OF REGULAR AGENDA

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

Motion carried (5-0).

### 3. CONSENT AGENDA

Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve the Consent Agenda as amended, with the removal of the May 20, 2024, City Council Meeting Minutes.

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

Motion carried (5-0).

#### a. Meeting Minutes

- i. May 20, 2024, City Council Meeting Minutes
- ii. May 20, 2024, Special City Council Meeting Minutes - Closed

#### b. Claims for Payment: **\$140,722.96**

#### c. City Building Roof Replacement

#### d. 1-Day Temporary On-Sale Liquor License for the Church of St. Wenceslaus on August 11, 2024

#### e. Call for Public Hearing on the Issuance of an On-Sale Intoxicating Liquor License and Sunday Liquor License for The Rusty Spoke

#### f. Honeywell, Inc. Litigation

**4. CITY ENGINEER PROJECTS UPDATE**

a. June 3, 2024

Public Works Director Matt Rynda provided a brief update.

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

No members of the public spoke at this meeting.

**6. PUBLIC HEARING(S) – 6:00 PM****7. ORDINANCE(S) FOR INTRODUCTION****8. ORDINANCE(S) FOR ADOPTION****9. RESOLUTIONS**

- a. Joint Resolution #24-06-03-01 with Helena Township Annexing Robert Yost Property at 1536 W 280th Street  
Planning/Community Development Director Ondich provided context. Motion made by Mayor Jirik, Seconded by Councilmember Seiler to approve Joint Resolution #24-06-03-01.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).
- b. Resolution #24-06-03-02 - Denying Variance #V2-2024 for a 21.2' Front Setback and a 5' Setback to the Edge of the Conservation Easement Located at 703 7th St NE, as Proposed by Michael Weinandt  
Planning/Community Development Director Ondich gave a summary. Motion made by Councilmember Seiler, Seconded by Councilmember Wolf to approve Resolution #24-06-03-02.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).
- c. Resolution #24-06-03-03 - Governing Write-In Vote Counting for the City of New Prague  
Planning/Community Development Director Ondich provided background and answered questions. Motion made by Councilmember Bass, Seconded by Councilmember Ryan to approve Resolution #24-06-03-03.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).
- d. Resolution #24-06-03-04 - 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  
City Administrator Tetzlaff provided a summary. Motion made by Councilmember Bass, Seconded by Councilmember Wolf to approve Resolution #24-06-03-04.  
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf  
Motion carried (5-0).

**10. GENERAL BUSINESS**

- a. Appointment of Park Board Member  
Motion made by Councilmember Bass, Seconded by Councilmember Seiler to appoint Debra Tharaldson to the 1-year partial Park Board term.

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

Motion carried (5-0).

b. Helena Township Space Request

City Administrator Tetzlaff provided background. Motion made by Mayor Jirik, Seconded by Councilmember Bass to leave the situation as it currently exists with Helena Township using space at the fire station and entertain further discussion down the road.

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

Motion carried (5-0).

c. Fire Department/Air Pack Discussion

City Administrator Tetzlaff and Fire Chief Steve Rynda provided context and addressed questions. Discussion was had. No action was taken.

## 11. MISCELLANEOUS

a. North Memorial Health Ambulance Statements

b. Meeting Minutes

i. Utilities

ii. Park

iii. Planning

c. Discussion of Items not on the Agenda

- Councilmember Seiler inquired of any flooding around the city, and Public Works Director Rynda shared some problem areas. Rynda further advised that the wastewater treatment plant averages 650,000 gallons on an average day, and when the city gets high rainfalls like we just had it jumps over 2.5 million gallons.
- Councilmember Wolf inquired about the Park Board April meeting minutes. Discussion was had about whether board and commission unapproved meeting minutes should be included in the Council packet.
- Councilmember Ryan stated he received questions from the public regarding New Prague Police officers patrolling in surrounding jurisdictions. Police Chief Applen shared that New Prague officers have been participating in the Toward Zero Deaths Safe Roads Grant. Toward Zero Deaths is a state-funded grant paid out as overtime and it doesn't take officers away from their regular patrol shifts in New Prague. Councilmember Ryan also mentioned the Golf Club's dump truck is severely outdated. Public Works Director Rynda said he has been in communication with Jeff about it.
- Public Works Director Rynda shared that the Fox 9 Town Ball Tour game is Wednesday, June 5<sup>th</sup>. It will be aired on the 5:00 p.m., 9:00 p.m., and 10:00 p.m. news. The Orioles will play at 7:30 p.m. and the 13/14u teams will play a game before.
- Planning/Community Development Director Ondich advised that he and Mayor Jirik participated in the 2<sup>nd</sup> annual County Bus Tour on May 29<sup>th</sup>. They visited each city's industrial and commercial sites. In addition, Ondich stated the city has received several phone calls regarding the demolition of the woods north of Ironwood Avenue and Cherrywood on the northeast side of town and outside of city limits. It's a 7-8 acre wooded area that was completely cleared. Key Land Homes has a purchase agreement for 60 acres. The city spoke with the county, who advised there was no ordinance to prevent the trees from coming down. Key Land Homes will have to provide for park dedication. Councilmember Wolf asked what the park dedication amount is in physical acreage, and Ondich stated about 12%.
- Police Chief Applen shared that he will be participating in the cannabis legislative update scheduled for Wednesday, June 5<sup>th</sup>.

- Public Works Director Rynda shared that the city has been able to make several improvements to the Memorial Park Baseball Stadium because of the money that was raised when the city hosted the state tournament five years ago. Approximately \$6,000 worth of upgrades have been made in the last two weeks. The city is fencing in the new bullpen on the third base side and replacing some fencing.

**12. ADJOURNMENT**

Motion made by Councilmember Seiler, Seconded by Councilmember Bass to adjourn the meeting at 7:00 p.m.

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

Motion carried (5-0).

ATTEST:

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

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



# SPECIAL CITY COUNCIL MEETING - CLOSED MINUTES

## City of New Prague

Monday, June 03, 2024 at 6:05 PM

City Hall Council Chambers - 118 Central Ave N

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Mayor Jirik called the closed portion of the meeting to order at 7:06 p.m.

### PRESENT

Mayor Duane Jirik

Councilmember Shawn Ryan

Councilmember Maggie Bass

Councilmember Rik Seiler

Councilmember Bruce Wolf

City Administrator Josh Tetzlaff

Planning/Community Development Director Ken Ondich

1. **CLOSED SESSION:** Went into closed session at 7:06 p.m. to conduct a closed City Council meeting to determine the asking price and to consider strategies and to develop or consider offers or counteroffers for the purchase of the following property and to review confidential appraisal information for such property:

PID No. 24.934.0020.

Motion made by Councilmember Seiler, Seconded by Councilmember Ryan, to come out of the closed session at 7:36 p.m. Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (5-0).

2. **ADJOURNMENT**

Motion made by Councilmember Bass, Seconded by Councilmember Ryan, to adjourn the meeting at 7:37 p.m. Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf

Motion carried (5-0).

ATTEST:

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Duane J. Jirik  
Mayor

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Joshua M. Tetzlaff  
City Administrator

CITY OF NEW PRAGUE  
ACCOUNTS PAYABLE  
6/17/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>FUND 101 - GENERAL FUND</b>			
<b><u>RURAL FIRE - TO BE REIMBURSED</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$68.10	
KIRVIDA FIRE INC	ENGINE REPAIRS	\$993.48	
KIRVIDA FIRE INC	LADDER TRUCK REPAIR	\$284.83	
LAKERS NEW PRAGUE SANITARY	TRASH - RURAL	\$21.03	
MOTOROLA SOLUTIONS INC.	RADIOS	\$21,640.32	
NORTH CENTRAL INTERNATIONAL INC	STEERING GEAR - ENGINE 2	\$127.95	
O'REILLY AUTOMOTIVE INC	ABSORBENT	\$19.99	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$16.60	
VERIZON WIRELESS	TABLETS	\$40.08	
VERIZON WIRELESS	TELEPHONE	\$20.61	
<b>TOTAL:</b>			<b><u>\$23,232.99</u></b>
<b><u>OTHER - TO BE REIMBURSED</u></b>			
KENNEDY & GRAVEN CHARTERED	INVOICE TO BRICKS BOATWORKS	\$183.25	
<b>TOTAL:</b>			<b><u>\$183.25</u></b>
<b><u>COUNCIL</u></b>			
AMAZON CAPITAL SERVICES	CERTIFICATE FRAMES	\$23.49	
SUEL PRINTING	COUNCIL MINUTES, FINANCIAL STATMENT	\$3,952.00	
VERIZON WIRELESS	TELEPHONE	\$82.44	
<b>TOTAL:</b>			<b><u>\$4,057.93</u></b>
<b><u>ADMINISTRATION</u></b>			
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$34.13	
MCFOA	ANNUAL MEMBERSHIP	\$77.50	
ROTARY CLUB OF NEW PRAGUE	QUARTERLY DUES/ FUNDRAISER FEE	\$380.00	
VERIZON WIRELESS	TELEPHONE	\$53.59	
<b>TOTAL:</b>			<b><u>\$545.22</u></b>
<b><u>ATTORNEY</u></b>			
KENNEDY & GRAVEN CHARTERED	LEGAL SERVICES	\$13,708.30	
SCOTT COUNTY ATTORNEY'S OFFICE	MAY COURT FINES	\$1,404.57	
<b>TOTAL:</b>			<b><u>\$15,112.87</u></b>
<b><u>PLANNING</u></b>			
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$17.63	
METRO SALES INC	COPIER LEASE	\$49.50	
SUEL PRINTING	OPEN HOUSE, FLOOD PLAN	\$850.00	
VERIZON WIRELESS	TELEPHONE	\$82.44	
<b>TOTAL:</b>			<b><u>\$999.57</u></b>
<b><u>GOVERNMENT BUILDING</u></b>			
AMAZON CAPITAL SERVICES	CLEANING SUPPLIES	\$3.97	
CENTERPOINT ENERGY	NATURAL GAS	\$286.54	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$1,286.63	
LAKERS NEW PRAGUE SANITARY	TRASH - CITY HALL	\$86.79	
MEI TOTAL ELEVATOR SOLUTIONS	ELEVATOR MAINTENANCE	\$69.62	
VETERAN SHREDDING	SHREDDING EVENT	\$1,170.00	
<b>TOTAL:</b>			<b><u>\$2,903.55</u></b>
<b><u>POLICE</u></b>			
AMAZON CAPITAL SERVICES	FOLDERS	\$16.19	
AMAZON CAPITAL SERVICES	FORFEITURE - LIGHTS / TIMER	\$1,023.77	
AMAZON CAPITAL SERVICES	LIGHT/ STRAP/ SLING	\$223.07	
AMAZON CAPITAL SERVICES	SCREEN PROTECTORS	\$4.98	
AMAZON CAPITAL SERVICES	SIGNS - PERSONNEL ONLY	\$6.59	
ASSOCIATED PSYCHOLOGICAL S	PSYCHOLOGICAL EVALUATION	\$300.00	
AT&T MOBILITY	WIRELESS CELLS	\$566.47	
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$4.58	



CITY OF NEW PRAGUE  
ACCOUNTS PAYABLE  
6/17/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
MOTOROLA SOLUTIONS INC.	MICROPHONE	\$95.76	
PETERSON COUNSELING AND CONSULTING	CONSULTING SERVICE/RETAINER FEE	\$470.00	
QUILL CORPORATION	COPY PAPER	\$38.99	
STREICHER'S	MAGAZINE/TRANSPORT HOOD	\$57.96	
STREICHER'S	UNIFORMS	\$4,173.63	
TRANSUNION RISK AND ALTERNATIVE	TLO CHARGES	\$75.00	
VERIZON WIRELESS	SQUAD BROADBAND	\$200.07	
<b>TOTAL:</b>			<b>\$7,257.06</b>
<b><u>FIRE</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$68.10	
KIRVIDA FIRE INC	ENGINE REPAIRS	\$993.49	
KIRVIDA FIRE INC	LADDER TRUCK REPAIR	\$284.83	
LAKERS NEW PRAGUE SANITARY	TRASH - FIRE	\$21.03	
NORTH CENTRAL INTERNATIONAL INC	STEERING GEAR - ENGINE 2	\$127.95	
O'REILLY AUTOMOTIVE INC	ABSORBENT	\$19.99	
VERIZON WIRELESS	TABLETS	\$40.08	
VERIZON WIRELESS	TELEPHONE	\$20.61	
<b>TOTAL:</b>			<b>\$1,576.08</b>
<b><u>BUILDING INSPECTOR</u></b>			
GREATAMERICA FINANCIAL SERVICES	POSTAGE MACHINE LEASE	\$0.69	
METRO SALES INC	COPIER LEASE	\$49.50	
VERIZON WIRELESS	TELEPHONE	\$87.44	
<b>TOTAL:</b>			<b>\$137.63</b>
<b><u>STREET</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$115.72	
LAKERS NEW PRAGUE SANITARY	TRASH - STREETS	\$122.70	
LEAGUE OF MN CITIES INSURANCE	DEDUCTIBLE - TIRE DAMAGE	\$708.43	
METRO SALES INC	COPIER LEASE	\$49.50	
NEW LOOK CONTRACTING INC	10TH AVE SE & 1ST ST SE CROSSWALK	\$1,133.81	
O'REILLY AUTOMOTIVE INC	BATTERY	\$108.16	
VERIZON WIRELESS	TELEPHONE	\$209.76	
WHITE CAP L.P.	MELTER & ROUTER RENTAL	\$6,500.00	
<b>TOTAL:</b>			<b>\$8,948.08</b>
<b><u>PARKS</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$107.95	
LAKERS NEW PRAGUE SANITARY	TRASH - BALLFIELD	\$422.95	
LECY, JONATHAN	SAFETY SHOES - JONATHAN LECY	\$60.00	
MOTOROLA SOLUTIONS INC.	PUBLIC SAFETY GRANT - RADIOS	\$21,640.32	
MTI DISTRIBUTING INC	TORO Z -7000 - PULLEY	\$104.60	
O'REILLY AUTOMOTIVE INC	POWER INVERTER	\$64.99	
RIVARD COMPANIES INC	PLAYGROUND MULCH	\$2,227.00	
TIM'S SMALL ENGINE SERVICE	SOD CUTTER	\$25.20	
VERIZON WIRELESS	INTERNET - PARKS	\$40.01	
VERIZON WIRELESS	IPADS	\$10.02	
VERIZON WIRELESS	TELEPHONE	\$118.00	
<b>TOTAL:</b>			<b>\$24,821.04</b>
<b><u>LIBRARY</u></b>			
CENTERPOINT ENERGY	NATURAL GAS	\$118.18	
JANI-KING OF MINNESOTA INC	CLEANING SERVICE	\$743.27	
STASNEY ELECTRIC	BREAKER	\$306.28	
<b>TOTAL:</b>			<b>\$1,167.73</b>
<b><u>UNALLOCATED</u></b>			
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$327.00	
SEH	CITY ROOF REPAIR	\$1,400.00	
SUEL PRINTING	CITY ROOF REPLACEMENT	\$460.00	
<b>TOTAL:</b>			<b>\$2,187.00</b>
<b>GENERAL FUND TOTAL:</b>			<b>\$93,130.00</b>

CITY OF NEW PRAGUE  
ACCOUNTS PAYABLE  
6/17/2024

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
<b>FUND 233 - SPECIAL REVENUE - CRIME PREVENTION</b>			
COAST TO COAST SOLUTIONS	PENS	\$638.96	
COAST TO COAST SOLUTIONS	STICKERS	\$400.95	
<b>TOTAL:</b>			<b>\$1,039.91</b>
<b>FUND 316 - DEBT SERVICE - CIP 2014</b>			
COMPUTERSHARE TRUST COMPANY	PAYING AGENT FEE	\$750.00	
<b>TOTAL:</b>			<b>\$750.00</b>
<b>FUND 321 - DEBT SERVICE - CIP 2020-2021</b>			
COMPUTERSHARE TRUST COMPANY	PAYING AGENT FEE	\$750.00	
<b>TOTAL:</b>			<b>\$750.00</b>
<b>FUND 422 - CAPITAL PROJECTS - CIP 2023</b>			
HOLTMEIER CONSTRUCTION INC	2023 CIP PAY AP #8	\$129,543.51	
<b>TOTAL:</b>			<b>\$129,543.51</b>
<b>FUND 423 - CAPITAL PROJECTS - CIP 2024</b>			
BCM CONSTRUCTION INC.	CIP 2024 PAY AP #2	\$417,696.62	
CHOSEN VALLEY TESTING INC	CIP 2024 - CONSTRUCTION MATERIALS TESTING	\$878.00	
<b>TOTAL:</b>			<b>\$418,574.62</b>
<b>FUND 602 - ENTERPRISE - SANITARY SEWER</b>			
AMAZON CAPITAL SERVICES	PUMP	\$169.00	
BALDWIN SUPPLY COMPANY	GEARBOX PARTS	\$424.77	
CENTERPOINT ENERGY	NATURAL GAS	\$5,314.61	
DEM-CON COMPANIES LLC	BIOSOLIDS DISPOSAL	\$80.67	
GLOBAL INDUSTRIAL	2 MIL GRIT BAGS	\$211.94	
GOPHER STATE ONE CALL	LINE LOCATES	\$47.25	
HARTFIEL AUTOMATION	SOLENOID - MAC VALVE	\$1,348.62	
LAKERS NEW PRAGUE SANITARY	TRASH - WWTP	\$244.42	
LEAGUE OF MN CITIES INSURANCE	WORKERS COMP DEDUCTIBLE-WAGNER	\$559.35	
MASTER MECHANICAL INC.	VFD -MAU5	\$4,980.00	
MCFOA	ANNUAL MEMBERSHIP	\$5.00	
NEON LINK	ONLINE PAYMENT FEES	\$193.75	
PVS TECHNOLOGIES INC	FERRIC CHLORIDE	\$11,747.15	
ROBERT HALF	TEMP UTILITY BILLING EMPLOYEE	\$1,528.80	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$210.60	
SALTCO	MONTHLY SALT	\$2,234.34	
UTILITY CONSULTANTS INC.	SAMPLES	\$1,501.45	
VERIZON WIRELESS	IPADS	\$7.52	
VERIZON WIRELESS	TELEPHONE	\$217.50	
<b>TOTAL:</b>			<b>\$31,026.74</b>
<b>FUND 606 - ENTERPRISE - STORM UTILITY</b>			
GOPHER STATE ONE CALL	LINE LOCATES	\$47.25	
MCFOA	ANNUAL MEMBERSHIP	\$2.50	
NEON LINK	ONLINE PAYMENT FEES	\$23.25	
ROBERT HALF	TEMP UTILITY BILLING EMPLOYEE	\$382.19	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$3.60	
VERIZON WIRELESS	IPADS	\$7.52	
VERIZON WIRELESS	TELEPHONE	\$6.18	
<b>TOTAL:</b>			<b>\$472.49</b>
<b>FUND 651 - ENTERPRISE - AMBULANCE</b>			
CENTERPOINT ENERGY	NATURAL GAS	\$68.10	
LAKERS NEW PRAGUE SANITARY	TRASH - AMBULANCE	\$21.04	
ROSS NESBIT AGENCIES INC.	AGENCY FEE	\$10.20	
<b>TOTAL:</b>			<b>\$99.34</b>
			<b>\$675,386.61</b>

Vendor Name	Net Invoice Amount
<b>ACUSHNET COMPANY</b>	
CLOTHING	\$61.16
CLOTHING - DISCOUNT	\$1.05-
<b>AMAZON CAPITAL SERVICES</b>	
BILGE PUMP	\$217.98
<b>BEVCOMM</b>	
TELEPHONE/COMMUNICATIONS	\$426.52
<b>CALLAWAY GOLF</b>	
GOLF MERCHANDISE	\$234.96
<b>CARD SERVICES/COBORNS</b>	
FOOD	\$100.58
<b>CENTERPOINT ENERGY</b>	
NATURAL GAS	\$537.69
NAURAL GAS	\$412.89
<b>CENTRAL FIRE PROTECTION INC</b>	
FIRE EXTINGUISHER MAINTENANCE	\$568.35
<b>CENTRAL MCGOWAN INC</b>	
CO2 RENTAL	\$110.01
<b>CINTAS</b>	
TOWELS / LINENS	\$247.28
<b>CLESENS</b>	
VALVE BOX LID NOZZLE HOSE ADAPTER	\$154.95
<b>CONNELLY PLUMBING &amp; HEATING INC</b>	
GLASS WASHER	\$348.00
URINAL REBUILD KIT	\$1,297.05
<b>DR. FRESH TAP</b>	
TAP LINE CLEANING	\$75.00
<b>ECOLAB INC</b>	
DISHWASHER RENTAL	\$233.49
<b>ECOLAB PEST ELIMINATION</b>	
PEST / AIR QUALITY CONTROL	\$490.59
PEST CONTROL / AIR QUALITY	\$490.59
<b>FISHTALE GRILL</b>	
EVENT FOOD	\$1,739.99
<b>GOLF PROFESSIONAL ENTERPRISES LLC</b>	
MAY MANAGEMENT FEE	\$8,347.50
<b>GRAINGER</b>	
CABLE FOR CARTS	\$265.62
<b>HERMEL WHOLESALE</b>	
SUNDRIES	\$46.82-
<b>JILL KES</b>	
FOOD	\$16.20
<b>LAKERS NEW PRAGUE SANITARY</b>	
TRASH	\$1,493.33
<b>LAU'S BAKERY</b>	
BUNS	\$77.80
<b>MTI DISTRIBUTING INC</b>	
FILTERS	\$222.19
<b>NEW PRAGUE AREA COMMUNITY EDUCATION</b>	
JUNIOR GOLF ADVERTISING	\$200.00
<b>NEW PRAGUE UTILITIES</b>	
UTILITIES	\$3,093.87
<b>QUILL CORPORATION</b>	
OFFICE SUPPLIES	\$109.01
PAPER	\$135.19
<b>ST. ANDREWS PRODUCTS CO.</b>	
SUPPLIES	\$257.12

Vendor Name	Net Invoice Amount
<b>STAR GROUP LLC.</b>	
153 BATTERY	\$122.88
300 FILTERS BAR CHAIN OIL	\$94.05
608 BATTERY BELT	\$183.79
638 TERMINALS	\$35.89
<b>TOWN &amp; COUNTRY SEWER SERVICE</b>	
PORTABLE RESTROOMS	\$515.40
<b>VERSATILE VEHICLES INC.</b>	
CLUTCH, BELT	\$574.25
SOC METER	\$95.54
Grand Totals	\$23,538.84



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

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## MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**CC:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**FROM:** ROBIN PIKAL, FINANCE DIRECTOR  
**SUBJECT:** SATISFACTION OF SCDP HOUSING REPAYMENT AGREEMENT  
**DATE:** JUNE 12<sup>TH</sup>, 2024

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

Now that the ten years has passed and so that the sale of property may move forward without a lien, the title company is requesting that the City approve a document that shows the agreement has been satisfied.

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

**Attachments:**

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

**Recommendation**

Council approve the attached "Satisfaction of Repayment Agreement" for the SCDP Housing Repayment Agreement with Donald L. Poehler Jr. and David D. Poehler.

SATISFACTION OF REPAYMENT AGREEMENT

THAT CERTAIN REPAYMENT AGREEMENT with the City of New Prague, under the laws of the State of Minnesota, dated April 1, 2011, executed by Donald L. Poehler Jr. and David D. Poehler, as the grantee, to the City of New Prague, as the grantor, and filed for record November 10, 2011 as DOCUMENT NO. 377485, in the Office of the COUNTY RECORDER OF LESUEUR COUNTY, MINNESOTA, is with the indebtedness thereby secured, fully paid and satisfied.

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

COUNTY OF SCOTT  
STATE OF MINNESOTA

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

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
ROBIN PIKAL, FINANCE DIRECTOR  
CITY OF NEW PRAGUE  
118 CENTRAL AVE. N.  
NEW PRAGUE, MN 56071  
952-758-4401

377485

Document # 377485

Office of County Recorder  
Le Sueur County, MinnesotaI hereby certify that the within instrument  
was filed in this office for record on  
November 10, 2011 10:20 AM  
Sharon J. Budin, Recorder

Pages 3 AP

EXEMPT MRT UNDER PROVISIONS OF 12 U.S.C. 2098

**City of New Prague**  
**SCDP Housing Repayment Agreement**

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

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of April, 2011 by and between Donald L. Poehler Jr. and David D. Poehler (hereinafter referred to as "Owner" or "Grantee"), and the City of New Prague having its principal office at 118 Central Avenue North, New Prague, Minnesota, 56071 (hereinafter referred to as "City" or "Grantor").

WHEREAS, on April 1, 2011, the Grantor agreed to grant to Owner a rehabilitation Deferred Payment Loan (hereinafter referred as "Deferred Loan," relating to the real estate hereinafter described, in the amount of Four Thousand Dollars (\$4,000.00), but only on condition that Owner executes this Agreement.

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

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

377485

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

2. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants and the City shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is situated in Waterville, Minnesota and is legally described as:

*The South 132 feet of Lots Numbered 9, 10, and 11 of Block Numbered 4 in East Waterville, City of Waterville, Le Sueur County, Minnesota, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for said County and State, said property being described by metes and bounds as follows: Commencing at a point 198 feet East of the Northeast corner of Block 24 of Parson's Paquin and Hitchcock's Addition to Waterville, thence South on the West line of Hamilton Street 132 feet, thence West 132 feet and thence North 132 feet to Paquin Street and the point of beginning.*

3. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), or after the date at which the property is no longer the Owner's principal place of residence, Owner or his/her heirs, executors or representatives, shall give the City notice thereof.
4. In the event Owner or his/her heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the City may, with or without notice to Owner, foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.
5. Said lien shall terminate and shall be of no further force or effect in the event the City has not, within ten (10) years from the date of this Agreement, commenced an action in the aforesaid manner to foreclose the same.
6. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

(signature page follows)



377485

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

Donald L. Poehler Jr.  
Donald L. Poehler Jr.

David D. Poehler  
David D. Poehler

City of New Prague

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

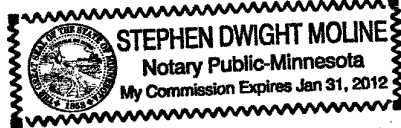
By: Michael J. Johnson  
Michael J. Johnson, City Administrator

STATE OF MINNESOTA )

COUNTY OF LE SUEUR )

On this 1<sup>st</sup> day of April, 2011, before me, a Notary Public within and for said County, personally appeared Donald L. Poehler Jr. and David D. Poehler, to me known to be the persons described in and who executed the foregoing instrument and acknowledging that they executed the same as their free act and deed.

Stephen Dwight Moline, Notary Public



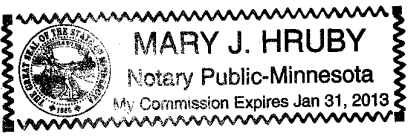
The following short form certificates of notarial acts are sufficient for the purposes indicated, if completed with the information required by section 358.47 sub section (a):

For an acknowledgment in a representative capacity:

State of Minnesota )  
County of Le Sueur )

This instrument was acknowledged before me on the 21<sup>st</sup> day of April, 2011, Michael J. Johnson, City Administrator of New Prague, Minnesota.

Seal if any:



Mary J. Hruby  
Signature of notarial officer

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

This document drafted by: Pettipiece & Associates LLC  
PO Box 4173  
Mankato, MN 56002-4173

**Unaudited** Income Statement  
Through April 30, 2024  
Percent of year complete: 33.33%

*Section 3, Item d.*

	Prior Year 2023 Thru 4/30/2023	Actual Thru 4/30/2024	2022/2023 Variance YTD	Current Month 4/30/2024	2024 Adopted Budget	2024 Budget Balance	% Actual compared to Budget
<b>General Fund</b>							
<b>REVENUES</b>							
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 3,749,628	\$ 3,749,628	0.00%
Local Government Aid	\$ -	\$ -	\$ -	\$ -	\$ 1,183,527	\$ 1,183,527	0.00%
Licenses and permits	\$ 102,385.52	\$ 171,233.44	\$ 68,847.92	\$ 21,966.99	\$ 250,255	\$ 79,022	68.42%
Intergovernmental	\$ 65,524.20	\$ 71,654.30	\$ 6,130.10	\$ 8,473.80	\$ 383,672	\$ 312,018	18.68%
Charges for services	\$ 4,264.91	\$ 6,656.60	\$ 2,391.69	\$ 481.75	\$ 81,164	\$ 74,507	8.20%
Fines	\$ 9,089.69	\$ 5,495.11	\$ (3,594.58)	\$ 1,250.19	\$ 20,000	\$ 14,505	27.48%
Interest Income	\$ 90,893.12	\$ 128,301.84	\$ 37,408.72	\$ 28,522.94	\$ 125,000	\$ (3,302)	102.64%
Miscellaneous revenue	\$ 53,664.97	\$ 22,455.50	\$ (31,209.47)	\$ 938.35	\$ 200,500	\$ 178,045	11.20%
Transfers In	\$ 15,000.00	\$ 13,333.32	\$ (1,666.68)	\$ 3,333.33	\$ 425,894	\$ 412,561	3.13%
<b>TOTAL REVENUES</b>	\$ 340,822.41	\$ 419,130.11	\$ 78,307.70	\$ 64,967.35	\$ 6,419,640.00	\$ 6,000,509.89	6.53%
<b>EXPENSES</b>							
Council	\$ 29,409.71	\$ 30,757.58	\$ 1,347.87	\$ 6,697.71	\$ 76,142	\$ 45,384	40.40%
Administration	\$ 168,163.80	\$ 186,326.18	\$ 18,162.38	\$ 36,666.80	\$ 461,644	\$ 275,318	40.36%
Tech Network	\$ 110,092.35	\$ 51,744.33	\$ (58,348.02)	\$ 6,523.26	\$ 207,383	\$ 155,639	24.95%
Elections	\$ 1,214.00	\$ 4,977.52	\$ 3,763.52	\$ 114.98	\$ 15,900	\$ 10,922	31.31%
Assessor	\$ -	\$ 45,700.00	\$ 45,700.00	\$ 45,700.00	\$ 45,700	\$ -	100.00%
Attorney	\$ 22,488.97	\$ 26,525.71	\$ 4,036.74	\$ 13,533.59	\$ 70,000	\$ 43,474	37.89%
Engineer	\$ 680.00	\$ 113.00	\$ (567.00)	\$ -	\$ 20,000	\$ 19,887	0.57%
Planning	\$ 91,350.87	\$ 99,899.92	\$ 8,549.05	\$ 22,856.68	\$ 405,723	\$ 305,823	24.62%
Government Building	\$ 29,996.57	\$ 94,072.35	\$ 64,075.78	\$ 11,312.46	\$ 174,138	\$ 80,066	54.02%
Police	\$ 691,823.69	\$ 766,601.33	\$ 74,777.64	\$ 133,363.21	\$ 2,196,296	\$ 1,429,695	34.90%
Fire	\$ 47,976.51	\$ 69,329.90	\$ 21,353.39	\$ 7,058.02	\$ 252,332	\$ 183,002	27.48%
Building Inspector	\$ 90,608.32	\$ 109,752.54	\$ 19,144.22	\$ 23,923.77	\$ 341,054	\$ 231,301	32.18%
Emergency Management	\$ 2,008.85	\$ 2,805.60	\$ 796.75	\$ 950.00	\$ 2,637	\$ (169)	106.39%
Animal Control	\$ 7,800.00	\$ 3,900.00	\$ (3,900.00)	\$ -	\$ 15,750	\$ 11,850	24.76%
Public Works	\$ 37,124.59	\$ 41,900.14	\$ 4,775.55	\$ 8,638.00	\$ 116,637	\$ 74,737	35.92%
Streets	\$ 394,405.77	\$ 347,661.35	\$ (46,744.42)	\$ 83,523.03	\$ 892,825	\$ 545,164	38.94%
Street Lights	\$ 26,141.58	\$ 23,310.97	\$ (2,830.61)	\$ 4,306.54	\$ 72,333	\$ 49,022	32.23%
Outdoor Swimming Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Aquatic Center	\$ 13,129.14	\$ 13,186.14	\$ 57.00	\$ -	\$ 116,251	\$ 103,065	11.34%
Municipal Band	\$ -	\$ -	\$ -	\$ -	\$ 4,484	\$ 4,484	0.00%
Parks	\$ 377,468.19	\$ 364,764.98	\$ (12,703.21)	\$ 53,818.77	\$ 621,815	\$ 257,050	58.66%
Park Board	\$ -	\$ 11,661.40	\$ 11,661.40	\$ 27.47	\$ 180,000	\$ 168,339	6.48%
Library	\$ 13,168.31	\$ 13,460.58	\$ 292.27	\$ 2,232.81	\$ 33,265	\$ 19,804	40.46%
Unallocated	\$ 19,956.50	\$ 17,885.28	\$ (2,071.22)	\$ 1,759.00	\$ 97,331	\$ 79,446	18.38%
<b>TOTAL EXPENSES</b>	\$ 2,175,007.72	\$ 2,326,336.80	\$ 151,329.08	\$ 463,006.10	\$ 6,419,640.00	\$ 4,093,303.20	36.24%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ (1,834,185.31)</u>	<u>\$ (1,907,206.69)</u>	<u>\$ (73,021.38)</u>	<u>\$ (398,038.75)</u>	<u>\$ -</u>	<u>\$ 1,907,206.69</u>	

**Unaudited** Income Statement  
Through April 30, 2024  
Percent of year complete: 33.33%

Section 3, Item d.

	Prior Year 2023 Thru 4/30/2023	Actual Thru 4/30/2024	2022/2023 Variance YTD	Current Month 4/30/2024	2024 Adopted Budget	2024 Budget Balance	% Actual compared to Budget
<b>Ambulance</b>							
<b>TOTAL REVENUES</b>	\$ 9,030.10	\$ 9,558.91	\$ 528.81	\$ 1,865.25	\$ 20,100	\$ 10,541	47.56%
<b>TOTAL EXPENSES</b>	\$ 8,677.84	\$ 8,653.24	\$ (24.60)	\$ 810.22	\$ 12,366	\$ 3,713	69.98%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ 352.26</u>	<u>\$ 905.67</u>	<u>\$ 553.41</u>	<u>\$ 1,055.03</u>	<u>\$ 7,734.00</u>	<u>\$ 6,828.33</u>	
<b>EDA</b>							
<b>TOTAL REVENUES</b>	\$ 1,650.34	\$ 2,716.02	\$ 1,065.68	\$ 367.21	\$ 75,250.00	\$ 72,534	3.61%
<b>TOTAL EXPENSES</b>	\$ 34,349.51	\$ 18,502.78	\$ (15,846.73)	\$ 3,891.24	\$ 75,250.00	\$ 56,747	24.59%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ (32,699.17)</u>	<u>\$ (15,786.76)</u>	<u>\$ 16,912.41</u>	<u>\$ (3,524.03)</u>	<u>\$ -</u>	<u>\$ 15,786.76</u>	
<b>EDA- INDUSTRIAL</b>							
<b>TOTAL REVENUES</b>	\$ 729.30	\$ 1,199.23	\$ 469.93	\$ 162.33	\$ -	\$ (1,199)	0.00%
<b>TOTAL EXPENSES</b>	\$ 749.16	\$ 949.96	\$ 200.80	\$ (749.16)	\$ 1,773	\$ 823	53.58%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ (19.86)</u>	<u>\$ 249.27</u>	<u>\$ 269.13</u>	<u>\$ 911.49</u>	<u>\$ (1,773.00)</u>	<u>\$ (2,022.27)</u>	
<b>WATER FUND</b>							
<b>TOTAL REVENUES</b>	\$ 513,214.01	\$ 525,941.69	\$ 12,727.68	\$ 125,543.71	\$ 1,877,961.00	\$ 1,352,019.31	28.01%
<b>TOTAL EXPENSES</b>	\$ 496,291.76	\$ 569,061.37	\$ 72,835.73	\$ 109,882.48	\$ 1,589,904.00	\$ 1,020,842.63	35.79%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ 16,922.25</u>	<u>\$ (43,119.68)</u>	<u>\$ (60,108.05)</u>	<u>\$ 15,661.23</u>	<u>\$ 288,057.00</u>	<u>\$ 331,176.68</u>	
<b>ELECTRIC FUND</b>							
<b>TOTAL REVENUES</b>	\$ 3,287,261.39	\$ 3,419,770.93	\$ 132,509.54	\$ 813,428.95	\$ 10,474,072.00	\$ 7,054,301.07	32.65%
<b>TOTAL EXPENSES</b>	\$ 2,995,395.58	\$ 3,048,425.05	\$ 53,029.47	\$ 713,967.34	\$ 10,076,660.00	\$ 7,028,234.95	30.25%
<b>EXCESS REVENUES OVER EXPENSES</b>	<u>\$ 291,865.81</u>	<u>\$ 371,345.88</u>	<u>\$ 79,480.07</u>	<u>\$ 99,461.61</u>	<u>\$ 397,412.00</u>	<u>\$ 26,066.12</u>	

**Unaudited** Income Statement  
Through April 30, 2024  
Percent of year complete: 33.33%

Section 3, Item d.

	Prior Year 2023 Thru 4/30/2023	Actual Thru 4/30/2024	2022/2023 Variance YTD	Current Month 4/30/2024	2024 Adopted Budget	2024 Budget Balance	% Actual compared to Budget
<b>SANITARY SEWER</b>							
TOTAL REVENUES	\$ 1,227,211.68	\$ 1,326,412.06	\$ 99,200.38	\$ 325,941.94	\$ 3,677,947.00	\$ 2,351,534.94	36.06%
TOTAL EXPENSES	\$ 1,580,786.19	\$ 1,565,003.00	\$ (15,783.19)	\$ 252,326.07	\$ 4,057,592.00	\$ 2,492,589.00	38.57%
EXCESS REVENUES OVER EXPENSES	<u>\$ (353,574.51)</u>	<u>\$ (238,590.94)</u>	<u>\$ 114,983.57</u>	<u>\$ 73,615.87</u>	<u>\$ (379,645.00)</u>	<u>\$ (141,054.06)</u>	
<b>GOLF</b>							
TOTAL REVENUES	\$ 368,898.29	\$ 454,504.66	\$ 85,606.37	\$ 196,946.72	\$ 1,392,982.00	\$ 938,477.34	32.63%
TOTAL EXPENSES	\$ 287,985.51	\$ 329,461.49	\$ 41,475.98	\$ 98,221.80	\$ 1,408,833.11	\$ 1,079,371.62	23.39%
EXCESS REVENUES OVER EXPENSES	<u>\$ 80,912.78</u>	<u>\$ 125,043.17</u>	<u>\$ 44,130.39</u>	<u>\$ 98,724.92</u>	<u>\$ (15,851.11)</u>	<u>\$ (140,894.28)</u>	
<b>STORM SEWER</b>							
TOTAL REVENUES	\$ 138,609.42	\$ 143,943.85	\$ 5,334.43	\$ 35,215.64	\$ 401,040.00	\$ 257,096.15	35.89%
TOTAL EXPENSES	\$ 132,475.83	\$ 158,945.13	\$ 26,469.30	\$ 29,572.37	\$ 403,445.00	\$ 244,499.87	39.40%
EXCESS REVENUES OVER EXPENSES	<u>\$ 6,133.59</u>	<u>\$ (15,001.28)</u>	<u>\$ (21,134.87)</u>	<u>\$ 5,643.27</u>	<u>\$ (2,405.00)</u>	<u>\$ 12,596.28</u>	



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

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## MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**SUBJECT:** 2024 MUTUAL AID AGREEMENT  
**DATE:** JUNE 13, 2024

---

The following agreement is an update to the Fire Mutual Aid Agreement between the various local government entities of Scott County. In summary, it says that the entities agree to help each other when they are able, and that personnel safety and equipment damage is the responsibility of each party. Liability would be covered under the Requesting Party's insurance.

These types of agreements are becoming more standard across the State as local government entities help each other.

**Recommendation**

Staff recommends approving the mutual aid agreement with other Scott County cities for fire assistance.

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made and entered into as of the date of execution by and between the City of Savage, a Minnesota municipal corporation; the City of Prior Lake, a Minnesota municipal corporation; the City of Elko New Market, a Minnesota municipal corporation; the City of Belle Plaine, a Minnesota municipal corporation; the City of Jordan, a Minnesota municipal corporation; the City of Shakopee, a Minnesota municipal corporation; the city of New Prague, a Minnesota municipal corporation; the Shakopee Mdewakanton Sioux Community, a federally recognized Indian tribe; and the City of Credit River, a Minnesota municipal corporation (each a ‘Party’ and collectively the ‘Parties’).

RECITALS

- A. The Parties recognize that there may be instances and occasions where fires are of such an intense nature and size that a Party’s fire department may require additional equipment and personnel to ensure the safety of people and property; and
- B. The Parties believe a joint cooperative effort to render mutual aid to each other on an as-needed basis by providing certain equipment and personnel will better ensure the safety of people and property; and
- C. The Parties desire to enter into an agreement to establish their respective duties and obligations in providing such mutual aid to one another.
- D. The Parties are authorized to enter into this Agreement pursuant to Minnesota Statutes § 471.59 and § 438.08.

NOW THEREFORE, in consideration of their mutual covenants, the Parties agree as follows:

Section 1: Definition of Terms

For the purposes of this Agreement, the terms defined in this section shall have the meaning given below:

**Mutual Aid** includes but is not limited to the provision of firefighting equipment and personnel by a Party to a requesting Party in instances of emergency or non-emergency situations rendered by personnel attached to a Party’s firefighting department, including the use of fire fighting and training personnel and associated equipment and facilities provided in connection with a prescribed burn.

**Emergency** means a sudden and unforeseen situation requiring immediate action.

**Parties** means the cities which are signatories to this Agreement and the Shakopee Mdewakanton Sioux Community, also a signatory to this Agreement.

**Requesting Party** means a Party that requests mutual aid assistance from any one or more of the other Parties to this Agreement.

**Requesting Official** means the Fire Chief, Assistant Fire Chief, or any other person designated by a Party who is responsible for requesting mutual aid assistance from one or more of the other Parties.

**Responding Party** means a Party who provides mutual aid assistance to a Requesting Party.

**Responding Official** means the person designated by a Party who is responsible to determine whether and to what extent that Party can provide mutual aid assistance to the Requesting Party.

## **Section 2: Term and Termination**

This Agreement shall be effective upon execution by all Parties (hereinafter “Effective Date”) and shall be automatically renewed on the anniversary of the Effective Date each year. If a Party elects to withdraw from this Agreement, said Party must provide sixty (60) days’ written notice to all other Parties of its intent to withdraw from this Agreement. The original Agreement will continue under its terms with the remaining Parties.

## **Section 3: Procedures**

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is an Emergency need for mutual aid assistance, the Requesting Official may call upon any Responding Official of any other Party to furnish such assistance.
- B. Response to Request. Upon the request for mutual aid from a Requesting Party, the Responding Official may authorize and direct such party’s personnel to provide such assistance to the Requesting Party. This decision will be made at the sole discretion of the Responding Official, upon consideration of the needs of the Responding Party, and the availability of resources.
- C. Equipment and Personnel. A Responding Party, if possible, shall provide the Requesting Party with: (i) at least one (1) pumping apparatus capable of delivering no less than 1,200 gallons of water per minute and (ii) at least three (3) non-probationary firefighters qualified per pumping apparatus.

## **Section 4: Workers’ Compensation**

Each Party shall be responsible for injuries and death to its own personnel. Each Party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel while they are providing mutual aid assistance pursuant to this Agreement. Each Party waives the right to sue any other party for any workers compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

### **Section 5: Damage to Equipment**

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other party, for damages or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

### **Section 6: Liability**

- A. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. § 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party.
- B. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of mutual aid assistance in responding to a request for such assistance by the Requesting Party pursuant to this Agreement.
  - 1. Under no circumstance shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes § 466 applicable to any one Party. The liability limits may not be aggregated to increase the amount of liability for any Party.
  - 2. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability and requirements under Minnesota Statutes § 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney.
- C. No Party to this Agreement, nor any officer or official of any Party, shall be liable to any other Party or to any other person for failure of any Party, to furnish mutual aid assistance to any other Party, or for recalling such assistance.

### **Section 7: Changes to the Requesting Party**

No charges will be levied by a Responding Party to this Agreement for mutual aid assistance rendered to a Requesting Party under the terms of this Agreement unless such assistance continues for a period of more than 48 hours, or the Parties have previously agreed to certain charges. If mutual aid assistance provided under this Agreement continues for more than 48 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any such assistance provided after the initial 48-hour period, including salaries, overtime, materials and supplies, and necessary expenses, and the Requesting Party will reimburse the Party providing the assistance.



## **Section 8: Notices**

Any notices to be given hereunder shall be sent to the other party/parties via registered or certified mail, to the addresses set forth below:

Shakopee Mdewakanton Sioux Community  
Attn: Tribal Chairman (Cole Miller)  
2330 Sioux Trail NW  
Prior Lake, MN 55372

City of Prior Lake  
Attn: Mayor (Kirt Briggs)  
4646 Dakota St SE  
Prior Lake, MN 55372

City of Savage  
Attn: Mayor (Janet Williams)  
6000 McColl Drive  
Savage, MN 55378

City of Shakopee  
Attn: Mayor (Matt Lehman)  
485 Gorman St.  
Shakopee, MN 55379

City of Jordan  
Attn: Mayor (Mike Franklin)  
210 East First Street  
Jordan, MN 55352

City of Belle Plaine  
Attn: Mayor (Michael Woletz)  
218 North Meridian Street  
P.O. Box 129  
Belle Plaine, MN 56011

City of New Prague  
Attn: Mayor (Duane J. Jirik)  
118 Central Ave N  
New Prague, MN 56071

City of Elko New Market  
Attn: Mayor (Joe Julius)  
601 Main Street  
Elko New Market, MN 55020

City of Credit River  
Attn: Mayor (Chris Kostik)  
18985 Meadow View Boulevard  
Prior Lake, MN 55372

**Section 9: Miscellaneous**

- A. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
- B. Signing of Agreement. This Agreement may be signed in counterparts and on different dates by each party without affecting the validity thereof, and which together shall form a fully executed Agreement.
- C. Other Agreements. This Agreement shall be read in conjunction with, and shall not be read to invalidate, any other Mutual Aid or Cooperate Agreement to which the Parties are or may be a Party.
- D. Integration. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between the Parties regarding the subject matter hereof, whether written or oral.

IN WITNESS WHEREOF, the Parties have entered in this Agreement as of the date of execution.

\_\_\_\_\_  
Shakopee Mdewakanton Sioux Community  
Attn: Tribal Chairman (Cole W. Miller)  
2330 Sioux Trail NW  
Prior Lake, MN 55372

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Prior Lake  
Attn: Mayor (Kirt Briggs)  
4646 Dakota St SE  
Prior Lake, MN 55372

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Savage  
Attn: Mayor (Janet Williams)  
6000 McColl Drive  
Savage, MN 55378

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Shakopee  
Attn: Mayor (Matt Lehman)  
485 Gorman St.  
Shakopee, MN 55379

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Jordan  
Attn: Mayor (Mike Franklin)  
210 East First Street  
Jordan, MN 55352

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Belle Plaine  
Attn: Mayor (Michael Woletz)  
218 North Meridian Street  
P.O. Box 129  
Belle Plaine, MN 56011

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of New Prague  
Attn: Mayor (Duane J. Jirik)  
118 Central Ave N  
New Prague, MN 56071

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Elko New Market  
Attn: Mayor (Joe Julius)  
601 Main Street  
Elko New Market, MN 55020

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City of Credit River  
Attn: Mayor (Chris Kostik)  
18985 Meadow View Boulevard  
Prior Lake, MN 55372

\_\_\_\_\_  
Date:



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

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## MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**SUBJECT:** SCOTT LE SUEUR WATERFOWLERS, INC. - MINNESOTA LAWFUL GAMBLING  
LG220 APPLICATION FOR EXEMPT PERMIT  
**DATE:** JUNE 13, 2024

---

Attached is a Minnesota Lawful Gambling LG220 Application for Exempt Permit for Scott Le Sueur Waterfowlers, Inc. to conduct a raffle at an event on November 21, 2024, at The Park Ballroom, 300 Lexington Avenue South, New Prague.

### **Recommendation**

Staff recommends approval of the Lawful Gambling Permit for Scott Le Sueur Waterfowlers, Inc. and recommends requesting a waiver of the waiting period.

## MINNESOTA LAWFUL GAMBLING

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Scott LeSueur Waterfowlers, Inc. Previous Gambling Permit Number: X- 94614-23

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 84-3149767

Mailing Address: 511 1st Street South

City: Montgomery State: MN Zip: 56069 County: LeSueur

Name of Chief Executive Officer (CEO): Andrew Harms

CEO Daytime Phone: 507-364-5044 CEO Email: harm.sway@hotmail.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): scottleseuerwaterfowlers@gmail

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

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

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): The Park Ballroom

Physical Address (do not use P.O. box): 300 Lexington Ave South

Check one:

☒ City: New Prague Zip: MN County: 56071

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): 11-21-2024

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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



**LG220 Application for Exempt Permit****LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL  
for a gambling premises  
located within city limits**

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

Print City Name: City of New Prague

Signature of City Personnel: \_\_\_\_\_

Title: City Administrator Date: \_\_\_\_\_

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

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

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

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature: [Signature] Date: 6/12/24

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

Print Name: Andrew Harms**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS****Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Scott LeSueur Waterfowlers Inc  
Date Filed: 09/24/2019  
File Number: 1104053100023  
Minnesota Statutes, Chapter: 317A  
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/20/2024



Steve Simon  
Secretary of State  
State of Minnesota



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

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## MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR

**FROM:** KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR

**DATE:** JUNE 13, 2024

**SUBJECT:** RESOLUTIONS APPOINTING ELECTION JUDGES FOR THE PRIMARY AND GENERAL ELECTIONS AND SETTING THEIR PAY

---

With the Primary and General Elections approaching, the City Council must appoint election judges and set their pay by resolution. Judges must be appointed at the June 17th meeting in order to notify them of their appointments and make arrangements to attend mandatory paid training sessions.

While only the Primary Election Judges need to be appointed at the June 17th meeting, staff recommends appointing judges for both the Primary and General Elections at this time so that the appointments are completed in full and all judges are able to complete their training.

Attached are two resolutions to appoint the Election Judges and set their pay (\$13/hr for judges and \$15/hr for head judges). The first resolution is for appointing judges for the Primary Election and the second resolution is for appointing judges for the General Election. Staff will determine whether all the judges are needed for the primary election and set the schedules for all judges.

As general information, the Primary Election is on Tuesday, August 13th and the General Election is on Tuesday November 5th. Also, as general information, filing for the offices of 1 mayor (2 years) and 2 regular council seats (4 years) opens on Tuesday, July 30th and closes on Tuesday, August 13th at 5PM.

### Staff Recommendation

Approval of the attached resolutions appointing election judges and setting their pay.



RESOLUTION#24-06-17-01

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2024 STATE  
PRIMARY ELECTION

**WHEREAS**, a state-wide primary election will be held on August 13th, 2024; and

**WHEREAS**, polling places must remain open on that day from 7 a.m. to 8 p.m.; and

**WHEREAS**, the City must appoint and pay the wages of election judges to staff the polling place;

**NOW, THEREFORE BE IT RESOLVED** that the New Prague City Council hereby appoints the following election judges for the August 13th, 2024 state primary:

Anita Aase	Joseph Glazer	Dan Schoenecker
Brent Banasiuk	Chris Hirdler	Patty Solheid
Greg Bark	Richard Hruby	Patrick Sullivan
Jacob Bisek	Mary Jo Hruby	Amber Thielbar
Janice Borchers	Michael Johnson	Joann Tupy
Ron Bruzek	Rosella Kes	Sally Tupy
Betty Bruzek	Katherine Kocon	Barb Warner
Mariah Bryant	Erica Meyer	Janet Weiers
Benjamin Bryant	Annette Millette	Jennifer Witt
Kay Busch	Jacqueline Pavek	Delores Wright
Josie Ceplecha	Sue Prochaska	Kimberly Zachary
Francis Ceplecha	Annette Ruzicka	
Ann Christy	Jennifer Sayler	
Alberta Erickson	Vera Schoenecker	

**BE IT FURTHER RESOLVED** that the City Administrator, or his representative(s), shall work out a schedule to split the election judges into two shifts and two precincts; and all election judges shall be paid at a rate of \$13.00 per hour with head judges paid at a rate of \$15.00 per hour.

**BE IT FURTHER RESOLVED** that City Staff consisting of Ken Ondich, Robin Pikal, Jess Schoenwald and Leah Stender will serve as election clerks to oversee the municipal precincts and shall receive the mandatory training expected of election clerks.

**FURTHERMORE**, all election judges shall attend a two hour training session to be given by the Scott County or LeSueur County Auditor and shall be compensated by the City for the training session.

PASSED, ADOPTED AND APPROVED on the 17th day of June, 2024.

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

ATTEST:

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

RESOLUTION#24-06-17-02

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2024 GENERAL ELECTION

WHEREAS, the state-wide general election will be held on November 5th, 2024; and

WHEREAS, polling places must remain open on that day from 7 a.m. to 8 p.m.; and

WHEREAS, the City must appoint and pay the wages of election judges to staff the polling place;

NOW, THEREFORE BE IT RESOLVED that the New Prague City council hereby appoints the following election judges for the November 5th, 2024 general election:

Anita Aase	Alberta Erickson	Jennifer Sayler
Brent Banasiuk	Joseph Glazer	Vera Schoenecker
Greg Bark	Chris Hirdler	Dan Schoenecker
Jacob Bisek	Richard Hruby	Patty Solheid
Janice Borchers	Mary Jo Hruby	Patrick Sullivan
Ron Bruzek	Michael Johnson	Amber Thielbar
Betty Bruzek	Rosella Kes	Joann Tupy
Mariah Bryant	Katherine Kocon	Sally Tupy
Benjamin Bryant	Erica Meyer	Barb Warner
Kay Busch	Annette Millette	Janet Weiers
Josie Ceplecha	Jacqueline Pavek	Jennifer Witt
Francis Ceplecha	Sue Prochaska	Delores Wright
Ann Christy	Annette Ruzicka	Kimberly Zachary

BE IT FURTHER RESOLVED that the City Administrator, or his representative(s), shall work out a schedule to split the election judges into two shifts and two precincts; and all election judges shall be paid at a rate of \$13.00 per hour with head judges paid at a rate of \$15.00 per hour.

BE IT FURTHER RESOLVED that City Staff consisting of Ken Ondich, Robin Pikal, Jess Schoenwald and Leah Stender will serve as election clerks to oversee the municipal precincts and shall receive the mandatory training expected of election clerks.

FURTHERMORE, all election judges shall attend a two hour training session to be given by the Scott County or LeSueur County Auditor and shall be compensated by the City for the training session.

PASSED, ADOPTED AND APPROVED on the 17<sup>th</sup> day of June, 2024.

Duane J. Jirik  
Mayor

ATTEST:

Joshua M. Tetzlaff  
City Administrator



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Mayor and City Council  
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: June 13, 2024

RE: Project Updates

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

### 2024 STREET AND UTILITY IMPROVEMENTS PROJECT

The contractor is continuing to work on sewer/water services and storm sewer on Lyndale Avenue N. Rain and wet conditions have affected the overall schedule and slowed progress with multiple days of no work. Street crews have started work on Lyndale Avenue N and will continue tomorrow and next week.

As utility crews free up from Lyndale Avenue N, they will move onto Sunset Avenue N and 3<sup>rd</sup> Street NE next week. The week of June 24<sup>th</sup>, they expect to have one pipe crew start work on 1<sup>st</sup> Street SE.

### 2025 STREET AND UTILITY IMPROVEMENTS PROJECT

Topographic survey has started and will continue in June. A separate item in the council agenda relates to award of the geotechnical testing services proposal.

cdk

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## MEMORANDUM

TO: Mayor and City Council  
Joshua Tetzlaff, City Administrator

CC: Matt Rynda, Public Works Director

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

DATE: June 13, 2024

RE: 2025 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 2025 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. 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. CVT proposed a lump sum fee of **\$5,000**.
2. AET proposed a not-to-exceed fee of **\$7,100**.
3. Braun Intertec proposed a lump sum fee of **\$8,845**.

The proposals appear similar in scope for the proposed project. Based on the lower cost for similar services, SEH's recommendation is that the Geotechnical Evaluation services contract for the 2025 Street and Utility improvement be awarded to Chosen Valley Testing for the lump sum amount of \$5,000. CVT provided this service on the 2024 project with good results.

### 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

507.388.1989 | 877.316.7636 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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# Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 1410 7<sup>th</sup> 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

June 12, 2024

c/o: Lee Istvanovich  
Short Elliott Hendrickson Inc. (SEH®)  
[listvanovich@sehinc.com](mailto:listvanovich@sehinc.com)

**Re: Proposal for Geotechnical Evaluation  
2025 Street and Utility Improvement Project  
Pershing Ave N, Lincoln Ave N, 1<sup>st</sup> St NE, and Alley  
New Prague, Minnesota  
CVT Proposal: 23805.24.MNR**

Dear City of New Prague

As requested on your behalf, we have prepared this proposal for geotechnical services for the proposed 2025 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 to depths of 14 ½ feet. CVT intends to drill to the borings to their requested depths or auger refusal, whichever is achieved first. 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 according to applicable state regulations and patched with cold patch asphalt. Existing pavements are anticipated to consist of asphalt and not require concrete coring.

**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, and pavement preparation/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.

CVT assumes that signs and cones will be sufficient for traffic control, which we plan to provide for no additional cost. If a flag crew is determined to be required for traffic control, we assume the City can assist.

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 3 to 4 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 couple week after drilling. The report typically requires an additional 3 to 4 weeks to prepare after drilling. It is understood that a draft of the borings logs are desired by July 31<sup>st</sup>, 2024, and the final report by August 21<sup>st</sup>, 2024. 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 **\$5,000**. This cost would not be exceeded without a change in the work scope. Any additional drilling footage would be applied at \$16 per foot up to a depth of 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

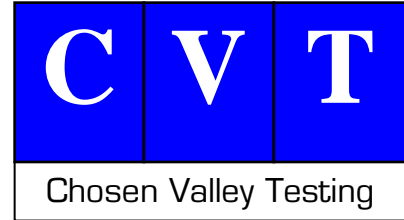
CVT appreciates the opportunity to propose geotechnical services for this project. If you have any questions about our proposal or the arrangements described, please call us at (507) 281-0968.

Sincerely,  
**Chosen Valley Testing, Inc.**



Devin M. Ehler, PE  
Geotechnical Engineer

Authorization to Proceed



**Proposal for Geotechnical Evaluation**

**Project:** 2025 Street and Utility Improvement Project  
Pershing Ave N, Lincoln Ave N, 1st St NE, and Alley  
New Prague, Minnesota

**Prepared by:** Chosen Valley Testing, Inc.

**CVT Number:** 23805.24.MNR

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized. By signing this proposal, the client also agrees to the attached Chosen Valley Testing Inc. General Conditions, a copy of which is attached to this contract.

**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.



June 12, 2024

City of New Prague  
c/o SEH  
11 Civic Center Plaza, Suite 200  
Mankato, MN 56001-7787

Attn: Mr. Lee Istvanovich  
[listvanovich@sehinc.com](mailto:listvanovich@sehinc.com)

RE: Proposal for Geotechnical Services  
2025 Street and Utility Improvements  
New Prague, Minnesota  
AET #P-0034644

Dear Mr. Istvanovich:

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

### **Purpose**

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

### **Project Information**

We understand that you are planning to reconstruct streets and subsurface utilities on streets and alleys including portions of Pershing Avenue North, Lincoln Avenue North, and 1<sup>st</sup> Street NW. We understand the proposed utility replacements will include watermain, storm and sanitary sewer. The proposed pavement will be bituminous mat/aggregate base sections designed to support a MnDOT 10 Ton roadway.

### **Scope of Services**

#### ***Field Exploration***

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

- Perform six (6) standard penetration test borings (ASTM:D1586) to a depth of 14.5 feet each.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on the existing surface features.

1730 First Avenue | Mankato, MN 56001

Phone (507) 387-2222 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

We have not had an opportunity to observe the project site; we assume that the proposed boring locations will be accessible to our truck mounted equipment. We have not included any cost for flaggers for traffic control. We assume the residential streets have low traffic volumes and traffic control can be accomplished through the use of signs and cones.

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

The pavements will be patched with cold patch bituminous. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

#### Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

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

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

#### **Laboratory Testing**

Our services will include index laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have budgeted \$700 for geotechnical laboratory testing. If conditions are encountered which indicate the laboratory program should

be expanded for proper evaluation, we will review the recommended tests and associated cost with you prior to proceeding.

### **Engineering Report**

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our recommendations for the proposed construction. The report will also discuss earthwork recommendations and present our geotechnical engineering opinions and recommendations regarding the following:

- Preparation of the subgrade for pavements
- Bituminous pavement section thickness designs for a MnDOT 10 Ton section
- Recommendations for support of new utilities installed within the streets
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

### **Insurance**

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

### **Project Direction**

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

### **Fees**

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<b><u>Task</u></b>	<b><u>Cost</u></b>
Mobilization/Demobilization	\$700.00
Clear Utilities/Soil Boring Layout	\$600.00
Soil Borings	\$3,700.00
MDH Sealing Notification	\$0.00
Laboratory Testing	\$700.00
Report and Project Management	\$1,400.00
<b>TOTAL</b>	<b>\$7,100.00</b>

We would not exceed \$7,100.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$35/foot.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

### **Minnesota Department of Health Fees**

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

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

Property Owner's name/company name:

---

Property Owner's mailing address:

---

### **Performance Schedule**

Weather permitting; we anticipate drilling operations can begin within about three (3) to four (4) weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about one (1) to two (2) week after completion of the field work and laboratory testing. We are available to review special schedule needs with you.

### **Environmental Concerns**

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

### **Terms and Conditions**

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

### **Acceptance**

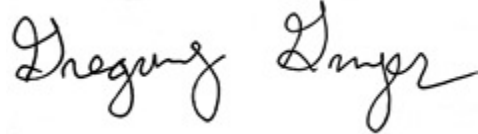
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

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

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,

**American Engineering Testing**



Gregory Guyer, PE

**Senior Engineer**

[gguyer@teamAET.com](mailto:gguyer@teamAET.com)

W: 507.387.2222

C: 507.420.3867

GAG/lmh

Attachments

Service Agreement (4 pages)

**ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0034644**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER AND EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

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

AP CONTACT NAME: \_\_\_\_\_

BILLING/MAILING ADDRESS: \_\_\_\_\_

AP PHONE NUMBER AND INVOICE EMAIL: \_\_\_\_\_

P.O. NO./ PROJECT NO.: \_\_\_\_\_

**SECTION 1 - RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

**SECTION 2 - SITE ACCESS AND RESTORATION**

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

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

**SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)**

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

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

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

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

**SECTION 4 - CONTAMINATION**

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

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



**SECTION 5 - SAFETY**

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

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

**SECTION 6 – SAMPLES**

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

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

**SECTION 7 - PROJECT RECORDS**

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

**SECTION 8 - STANDARD OF CARE**

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

**SECTION 9 - INSURANCE**

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

**9.1 –**

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

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

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

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

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

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

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

**SECTION 10 - DELAYS**

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

**SECTION 11 - PAYMENT, INTEREST, AND BREACH**

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

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

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

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

**SECTION 12 - CHANGE ORDERS**

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

**SECTION 13 - MEDIATION**

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

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

**SECTION 14 - LITIGATION REIMBURSEMENT**

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

**SECTION 15 - MUTUAL INDEMNIFICATION**

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

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

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

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

**SECTION 16 - NON-SOLICITATION**

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

**SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

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

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

#### **SECTION 18 - LIMITATION OF LIABILITY**

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

#### **SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

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

#### **SECTION 20 - TERMINATION**

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

#### **SECTION 21 - SEVERABILITY**

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

#### **SECTION 22 - GOVERNING LAW**

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

#### **SECTION 23 - ENTIRE AGREEMENT**

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

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Section 6, Item a.

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

Print or type.  
See Specific Instructions on page 3.

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

**AMERICAN ENGINEERING TESTING, INC.**

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.) See instructions.

**550 CLEVELAND AVENUE NORTH**

6 City, state, and ZIP code

**ST. PAUL, MN 55114**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person

Date ►

1/1/24

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



AMERCON-12

Section 6, Item a.

KRETNOLDST

DATE (MM/DD/YYYY)

12/11/2023

## CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 20443386

HUB International Great Plains, LLC  
245 E. Roselawn Avenue  
Suite 31  
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross

PHONE (A/C, No, Ext): (651) 288-5137

FAX (A/C, No): (651) 286-0560

E-MAIL ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Phoenix Insurance Company

25623

INSURER B: The Travelers Indemnity Company of America

25666

INSURER C: Travelers Property Casualty Company of America

25674

INSURER D: Charter Oak Fire Insurance Company

25615

INSURER E: Continental Casualty Company

20443

INSURER F:

INSURED

AMERICAN CONSULTING SERVICES INC  
AMERICAN ENGINEERING TESTING INC  
AMERICAN PETROGRAPHIC SERVICES INC  
550 CLEVELAND AVE N  
ST PAUL, MN 55114-1804

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

ILLUSTRATION ONLY

## CERTIFICATE HOLDER

## CANCELLATION

ILLUSTRATION CERTIFICATE

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

AUTHORIZED REPRESENTATIVE

June 4, 2024

Proposal QTB197469

Mr. Lee Istvanovich  
Short Elliot Hendrickson, Inc.  
11 Civic Center Plaza, Suite 200  
Mankato, MN 56001

Re: Proposal for a Geotechnical Evaluation  
New Prague 2025 Street and Utility Improvement Project (SUIP)  
Various Streets  
New Prague, Minnesota

Dear Mr. Istvanovich:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the street and utility reconstruction at the referenced site.

## Project Information

Per the RFP provided by you on May 24, 2024, we understand the proposed project will include the reconstruction of storm sewer, sanitary sewer, water utilities, and pavements on various streets in New Prague, Minnesota. The streets that are included in the project are listed below:

- The alleyways between Columbus Ave N, Lincoln Ave N, 1<sup>st</sup> Street NE, and Main Street E
- 1<sup>st</sup> Street NE, from Columbus Ave N to Pershing Ave N
- 2<sup>nd</sup> Street NE from 130 feet east of Columbus Ave N to Lyndale Ave N
- Lincoln Ave N from 4<sup>th</sup> Street NE to Main Street E
- Pershing Ave N from 5<sup>th</sup> Street NE to Main Street E

## Purpose

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

## 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 or all-terrain vehicle (ATV) drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

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

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

### **Staking**

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

### **Utility Clearance**

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

### **Traffic Control**

Based on the reported traffic volume of the roads, our borings will be performed on low volume residential streets. We will perform our borings with traffic control consisting of warning signs and cones. If a more robust traffic control system is warranted such as flaggers based on field conditions, we will request a change order.

### **Penetration Test Borings**

As requested, we will drill 6 standard penetration test (SPT) borings to an approximate depth of 14 1/2 feet for the project. We will perform standard penetration tests at approximate 2 1/2-foot vertical intervals to termination depths.

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

### **Groundwater Measurements**

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

will not be left open to obtain extended water level checks and will be backfilled immediately after drilling.

### **MDH Notification and Sealing Record**

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If the borings are 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

### **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 currently do not anticipate having to seal any of the borings.

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

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 18 moisture content tests, 1 mechanical analyses (through a #200 sieve only), 2 organic content tests, and 3 Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

### **Engineering Analyses**

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

### **Report**

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.



- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing 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 reported traffic loading.

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 6 to 8 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
- Draft report submittal – within about 3 weeks of completion of field exploration
- Final report submittal – within 3 days of receiving comments on the draft report

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

## Fees

We will furnish the services described in this proposal for a lump sum fee of \$8,845, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$155 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.

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 \$365 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 will provide our services under the terms of the Master Subcontract for Services between our firms, dated March 19, 2024.

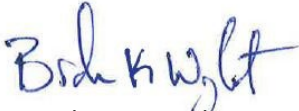
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kyle Johnson at 507.923.3626 or ([kjohnson@braunintertec.com](mailto:kjohnson@braunintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Kyle C. Johnson, PE  
Project Engineer



Brandon K. Wright, PE  
Senior Manager, Senior Engineer

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

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**



# New Prague Police Department

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

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

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

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

Tim Applen, Chief of Police

## MEMORANDUM

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

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

**Date:** Wednesday May 29, 2024

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

The New Prague Police Department conducted a background check pursuant to City Ordinance 110.16(B) on the licensee(s), Pauline Rachel Baldazo for Don't be Lion LLC – DBA: The Rusty Spoke provided to staff on May 24<sup>th</sup>, 2024.

Listed below is additional background and previous information provided by city staff to the council.

In December 2021, a background investigation was completed by Police Chief Gareis (Ret.) after receiving liquor license application from Pauline Baldazo for Don't be Lion LLC – DBA: The Rusty Spoke located at 329 W Main St. In reviewing that memorandum from Chief Gareis to the council, two disqualifiers were identified. The council denied the permit request based upon those disqualifiers.

*The two disqualifiers in the application from December 2021 are listed below:*

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

*D. Neither the licensee nor anyone with business interests in the entity pursuing licensure shall have had an interest in a license which was revoked within the last five years for a willful violation of any laws or ordinances, or any felony.*

*In both articles B and D Ricardo Manual Baldazo was identified as an interested party in the business. Pauline and Ricardo were in a marital relationship at the time of application. Ricardo was involved as business partners with Lisa Monet Zarza in the Alibi Drinkery in Lakeville. The Alibi Drinkery was subject of liquor violations and liquor license revocation by the state. Additionally, Ricardo Baldazo's criminal record displayed poor moral character and would be a disqualifier for a liquor license application.*

A second application for liquor license with Sunday sale was made in November 2023 by Pauline Baldazo for Don't be Lion LLC – DBA: The Rusty Spoke located at 329 W Main Street. I along with city staff spoke with Pauline Baldazo about open building permits and unpaid property tax for the property located at 329 W Main St. These items would prevent the liquor license from being issued per New Prague Policy 110.19 Ineligibility. Pauline agreed that the city

would hold the license application until the permits were completed and taxes paid as she didn't have a desired date of opening. On April 15<sup>th</sup>, 2024, I was notified by city staff that all building/construction permits were closed, and that final inspection was completed. On April 23<sup>rd</sup>, 2024, I spoke with Pauline again, we discussed proceeding with the liquor license application. Pauline wished to proceed with the application and indicated everything was still active and correct on the application paperwork she had submitted. A check of property tax payment was current. I called to verify the liquor liability insurance was still current and active. I learned from the insurance carrier that the liquor liability insurance was cancelled in February 2024. Liquor liability is required to hold a liquor license in the state of Minnesota in accordance with MN Statute 340A.409. The New Prague city policy 110.01 Provisions of State Law Adopted follows MN Statute 340A for alcohol licensing, and therefore would also need liquor liability insurance for a liquor license to be issued. At the May 6<sup>th</sup> 2024 Council Meeting the liquor license application was denied by the council for lack of current liquor liability insurance.

#### Current Liquor License Application

Minnesota Criminal History: None

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

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

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

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

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

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

D. Neither the licensee nor anyone with business interests in the entity pursuing licensure shall have had an interest in a license which was revoked within the last five years for a willful violation of any laws or ordinances, or any felony.

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

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

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

There were no disqualifiers in articles A-G in the current application.

I spoke with Pauline about the current liquor license application in person and by email. I expressed my concern for the involvement of Ricardo Baldazo in the business and liquor license. Pauline told me that Ricardo was hired to complete the construction and remodel of the building. Pauline said that upon the business opening, Ricardo will not be employed by Don't be Lion LLC - DBA: The Rusty Spoke, and that she and Ricardo are now divorced. I was able to verify the divorce decree. Pauline has identified a family member to manage the business and will continue to hire bar and wait staff. The disqualifiers in previous background investigations have been resolved to date. Pauline indicated that she has no experience in bar/restaurant management or ownership and has invested a substantial amount of money into the renovations of the property. Pauline is the sole owner of the building with no other business partners or interests.

**Recommendation:** Approve On-Sale intoxicating Liquor License and Sunday Liquor License application to Don't be Lion LLC, dba – The Rusty Spoke.



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division (AGED)  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101-5133  
Telephone 651-201-7525 Fax 651-297-5259 TTY 651-282-6555

Section 7, Item a.

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

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

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

Circle One: New License License Transfer \_\_\_\_\_ 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: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Don't be Lwn LLC DOB \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Zip Code 56071 County Scott Business Phone \_\_\_\_\_ Home Phone 612-281-0212

Business Trade Name The Rusty Spoke Business Address 329 Main st W City New Prague

Licensee's Federal Tax ID # 86-2774575  
(To apply call IRS 800-829-4933)

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

Home Address 5178 Lexington CT City Prior Lake Licensee's MN Tax ID # 7347330  
Pauline Baldazo 5-14-77  
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: Great American Insurance company Policy # WCF198381

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. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at [www.dps.mn.gov](http://www.dps.mn.gov).**





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 612-281-0212	Alternate telephone number	
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.) Don't be Lion LLC			
DBA ("doing business as" or "also known as" an assumed name), if applicable The Rusty Spoke			
Business address (must be physical street address, no P.O. boxes) 329 Main St W	City New Prague	State MN	ZIP code 55372
County Scott	Email address		

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) Great American Insurance Group		
Policy number: WCF 198381	Effective date: 5-24-24	Expiration date: 5-24-25
<input type="checkbox"/> I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see <a href="https://mn.gov/commerce/industries/insurance/licensing/self-insurance">https://mn.gov/commerce/industries/insurance/licensing/self-insurance</a> .)		

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: Pauline Baldazo

Applicant signature (required) Pauline Baldazo	Title Owner	Date 5-24-24
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If you have questions about completing this form or to request this form in braille, large print or audio.

## State of Minnesota License Applicant Information

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

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

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

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

Please print or type

Name of license being applied for and license number (if renewal):		License Number #:	
On Sale Intoxicating, Sunday			
Licensing Authority (name of city, county, or state agency issuing license):			
City of New Prague, State of Minnesota			
License Renewal Date:		4/1/2025	

<b>PERSONAL INFORMATION:</b>			
Baldazo		Pauline R	
Applicant's last name		Applicant's first name and middle initial	
5178 Lexington Ct SE		Prior Lake MN 55372	
Applicant's address		City	State Zip Code

<b>BUSINESS INFORMATION:</b>			
Don't be Lion LLC			
Business name			
329 mainst w		New Prague MN 56071	
Business address		City	State Zip Code
7347330		86-2774575	
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:

Pauline Baldazo	Owner	5-24-24
Signature	Title	Date





# CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item a.

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).

<b>PRODUCER</b> Trusted Coverage Professionals Agency, LLC 21250 Hawthorne Blvd Ste 450 Torrance CA 90503	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b> 310-379-7788 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Don't Be Lion LLC DBA: The Rusty Spoke 329 Main St W New Prague MN 56071-1230	<b>INSURER A:</b> Kinsale Insurance Company
	<b>INSURER B:</b> Great American Insurance Co.
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

License#: 6008301  
DONTBEL-01

## COVERAGES

CERTIFICATE NUMBER: 1259764321

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP05242410	5/24/2024	5/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	WCF198381	5/24/2024	5/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF INSURANCE ONLY  
THIS CERTIFICATE IS FOR  
NO ADDITIONAL NAMED INSURED

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

Amanda Felix



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

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MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**SUBJECT:** 2025 LEVY AND BUDGET TIMELINE  
**DATE:** JUNE 12, 2024

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With budget season in full swing, I am looking to map out how the timeline looks so that everyone is aware of the number of proposed meetings and when the meetings will be held. While dates may move, please keep in mind that any movement may affect the time any remaining topic able to be discussed.

With each meeting, the plan is to be succinct and keep the discussion moving. I will bring an agenda to each meeting with a list of topics that need preliminary approval during that meeting. The plan is that all packet materials will be delivered to the City Council at least one week prior to each budget meeting, with the first meeting’s materials being delivered two weeks prior. To ensure that discussion is productive and to keep the meetings from getting too long, please inform me in advance of each meeting of questions and concerns so that staff is able to provide you with the information you need. There may be times when it is requested that a decision be made to keep meetings advancing.

Proposed timeline for the 2025 budget preparation.

- June – July: Staff prepare preliminary budget
- July 22: Budget documents to City Councilmembers
- July 31: Preliminary questions from City Council to staff members prior to first meeting
- August 5: Budget Workshop following regular City Council meeting
- *Week of August 26: Optional Special Budget Workshop, scheduled if needed*
- September 3: Budget Workshop following regular City Council meeting
- **September 16: Approval of Not-to-Exceed Preliminary Levy**
- October 7: Budget Workshop following regular City Council meeting
- *Week of October 28: Optional Special Budget Workshop, scheduled if needed*
- November 18: Presentation of Enterprise Funds during regular City Council meeting
- **December 2: Truth-in-Taxation Hearing, Presentation of Levy Funds during regular City Council meeting**
- **December 16:**
  - **2025 Levy and Budget Approval**
  - **2025 – 2034 Capital Improvement Plan Approval**
  - 2025 – 2034 Visioning Document Approval

\* Bolded dates are required meeting times unless the City Council wants to hold a special meeting for their purpose.

- \* All budget workshops held following regular meetings are planned to last no more than 1 hour.
- \* Please contact the City Administrator prior to scheduled budget meetings with all questions that arise during your review of the material so that staff is able to prepare the information needed for a thorough discussion.
- \* Once a preliminary decision has been made on a budget topic, staff will not plan to bring that topic back for discussion. This will be done to keep the process advancing towards a timely approval.

**Recommendation**

I recommend setting a budget timeline for the 2025 budget preparation.

**Meeting Minutes  
New Prague Park Board  
Tuesday, May 14th, 2024  
6:00 PM**

**1. Annual Tour**

The Park Board conducted a tour of the following parks from 5:00PM to 6:00PM: Memorial Park, Northside Park, City Center. In attendance were Maggie Bass, Chair Joe Barten and Christine Wolf, Planning Director Ondich and Planner Chapman.

**2. Call Meeting to Order**

The regular meeting was called to order at City Hall at 6:04 PM by Chair Joe Barten. Members present were Joe Barten, Christine Wolf, Matt Becka, Jessica Dohm, and Maggie Bass. Absent was Al Hansen. Staff present were Ken Ondich – Planning / Community Development Director and Kyra Chapman – Planner.

**3. Approve Previous Meeting Minutes  
April 9, 2024 Regular Meeting**

Wolf noticed there was an error on the previous minutes. On the 5<sup>th</sup> page of the Park Board minutes, it stated that the Park Board made a motion to allocate \$15,00 for the establishment period and maintenance for up to 3 years after the Settlers Park Prairie Restoration Project. The minutes should instead say \$15,000.

A motion was made by Barten seconded by Becka, to approve the April 9, 2024, regular meeting minutes. Motion carried (5-0).

**4. Review Financial Reports**

Planning Director Ondich presented the April financial report. No new residential home permits have been issued. The accounting error was corrected for this month’s financial. The \$7,672.89 for the April Park Equipment Funds received is now shown on the financial. The \$5,000 that the Park Board agreed to contribute to the POPS site feasibility study will be given to POPS when it’s confirmed that the facility will be located on a City property. Similarly, there is still the \$15,000 the Park Board agreed to allocate to the POPS City Center/Central Park Small Area Plan once it’s conditioned to be located on public property/city park.

Becka inquired if the City typically sees more new home permits during this time of year.

Planning Director Ondich explained that that the City would typically receive several new home permits during this time of the year. So far, there have been a total of two new home permits issued in 2024. The City has about 35 lots available but not all of them are available. Many of the remaining vacant lots are not walkouts and not as desirable. The

proposed 54-unit apartment building that would be built south of Walgreens had their application for state funding approved by City Council. City Council has also agreed to do tax abatement. The developer intends to break ground in October.

Wolf asked how many picnic tables were purchased for \$10,000.

Planning Director Ondich stated that between 6 and 10 were purchased. Shipping costs have risen recently.

Barten recommended that the City could use their funds to repair old picnic tables rather than purchasing completely new ones. Perhaps the City could prioritize places that need improvement like the picnic tables in Northside Park.

A motion was made by Becka, seconded by Wolf, to approve the financial reports. Motion carried (5-0).

## **5. Tree Giveaway/Arbor Day Celebration**

Planner Chapman explained that the Tree Giveaway event occurred on April 27<sup>th</sup> from 10am to 12pm at Memorial Park Pavilion. There was a total of 47 trees provided, ranging from 3'-4' tall. There were 12 red oaks, 25 common hackberries, and 10 American plums. Many residents liked the fact that the trees were larger than last year. The red oaks were especially popular among residents. The red oaks were all preordered within 24 hours. The City could offer the tree giveaway event again, however, if the City wanted to offer 3'-4' tall trees again, the City would have to contact SWCD by July to reserve the trees. To maintain the City's status as a Tree City USA, New Prague must continue to celebrate Arbor Day whether that's through another tree giveaway or a different celebration.

Barten suggested that there could be an Arborist to answer any questions residents may have regarding trees.

Barten inquired how expensive the trees were.

Planner Chapman explained that the trees were sold as bundles, however, they were usually under \$3 per tree.

Barten proposed that 100 trees could be offered if there's a demand. More oaks could be offered since they were so popular.

Dohm inquired if residents were willing to pay and wanted more trees if they could order more than the giveaway would allow.

Planner Chapman explained that the resident could order directly from SWCD. The city cannot directly sell the trees because the city would need a license for selling trees.

## 6. Discussion of Memorial Bench and Tree Program

Planning Director Ondich explained that a program participant of the memorial bench and tree program voiced concerns with staff about the information in the flyer and the fee schedule. The flyer and the fee schedule show that the costs are much lower than they actually are. On the website and the flyer it states that “fees are estimates and may vary due to material surcharges, taxes and shipping costs”. Staff will likely change the website and flyer to include higher cost estimates such as saying that the benches may cost between \$1,500-\$2,000. Additionally, the participant asked if the city would allow a “backless” bench to save money. There is no formal written policy on the benches but the Park Board changed the flyer a few years ago to only allow 6’ coated metal benches for consistency and durability purposes. To maintain a consistent appearance with the rest of the other benches in the program, staff recommends using benches with backs.

Bass suggested that the brochure and flyer could omit actual dollar amount so there are no discrepancies.

Dohm recommended that a price range could be provided. Furthermore, the website and brochure could state that prices may vary and may increase.

Barten thought it would be beneficial to include an upfront price range to give participants an idea of how much the bench or trees may cost. Without a price estimate, participants may be too shocked by the costs. On the website and flyer, there could be language that says “estimates may vary”, which could also be bolded. The City shouldn’t allow backless benches because it would be good to maintain consistency in the parks.

## 7. Miscellaneous

- a. **Basketball Court at Memorial Park** –Planning Director Ondich presented an email from Liam O’Gara, a middle school student, who stated his interest in having a basketball court or basketball hoop at Memorial Park. The student believed that it would encourage people to go outside.

Barten stated that the basketball court or hoop could be considered but as well as other uses needed. A basketball court hasn’t been identified in the plans in the past but the City can consider it for the future.

- b. **Creek Clean Up**– Planner Chapman explained that the 2024 Creek Clean Up occurred on Saturday, April 20<sup>th</sup> from 9:00am-11:00am. There were at least 15 volunteers present. Due to the number of volunteers, the group was split into two. One group started near Tracker Management across from ASI and made their way north to Philipp’s Park. Another group started at Yackly Cabin and ended near the Middle School Tennis Courts. During the event, volunteers filled up a dumpster’s worth of garbage.

Becka stated that an area that needed extra attention was Philipp's Park. There surprisingly wasn't as much trash along the railroad. He showed more interest in doing more of a creek clean up rather than just cleaning people's private property. It would be interesting to do Greenway Park as well as Philipp's Park.

Planner Chapman suggested that she could start discussions on the Creek Clean Up again in December or January. That will give the Park Board time to decide and plan for 2025 Creek Clean Up event.

Barten commented that there could be a three year plan for notifying all the adopt a park participants for a spring clean up. It would be an opportunity for adopt a park participants to pick up trash, and rake up mulch near the play areas. There could be two city trucks to haul away the trash.

Becka suggested that the cleaning events could be a requirement for adopt a park participants.

- c. **Disc Golf Course Update** – Planner Chapman stated that staff has purchased some vegetation and a standard disc golf basket. Staff will continue to purchase more supplies. Next week, Planner Chapman and Park Maintenance Supervisor Calliguri will stake the locations of the tee pads and the disc golf baskets. Staking the locations will help create the disc golf course map that will be posted at the park entrance. The grant contract requires that all work must be completed by August 14<sup>th</sup>, 2024.

Becka inquired if he could join staff when they're staking the locations.

Planner Chapman said she will determine a date and send an email invitation.

- d. **Traffic Speeds Near the Dog Park** – Planner Chapman stated that she posted a traffic counter north of 12<sup>th</sup> St NE near the anticipated dog park to calculate vehicle speeds. The traffic study was conducted from May 1<sup>st</sup> to May 8<sup>th</sup>. The posted speed limit east of the intersection of Columbus and 12<sup>th</sup> St NE is 55 mph and to the west is 30 mph. During the traffic study, the average daily traffic was 1525 vehicles. For a 0-mph tolerance above the 55mph speed limit, 25% of vehicles were speeding in lane 1 (heading west) and 27% of vehicles were speeding in lane 2 (heading east). For a tolerance of 5-mph above the 55 mph speed limit, 6% of vehicles were speeding in lane 1 and 7% of vehicles were speeding in lane 2. The combined 85<sup>th</sup> percentile for the study was 57.9. The average speed was 48 mph.

Planning Director Ondich stated that the City could take the road from the County to reduce the speeds.

Bass was concerned about the speeds because there is walking trail and residential homes adjacent to the road.

Barten asked if speed bumps could be used.

Planning Director Ondich replied that he did not know Scott County's policies but staff could look into that. Speeding along 12<sup>th</sup> St NE is higher than expected. Staff will notify the Police Department to do more patrolling along 12th St NE.

- e. **Settlers Park Prairie Restoration Update** – Planner Chapman explained that the City Council approved the selection of Rock Leaf Water Environmental to complete the Settlers Park Prairie and Wetland Restoration project. The firm was selected because they followed the RFP guidelines, had good references, and had the lowest budget request. Staff will have their first kick-off meeting with them on Monday, May 20<sup>th</sup>.

Barten asked if the Park Board agrees to allocate the \$15,000 for the 3-year maintenance plan after the grant timeline is complete, if it would have to be approved by City Council.

Planning Director Ondich said that City Council has to approve this before a 3-year contract could be made.

- f. **Comprehensive Plan Update / Small Area Plan Update** – Planner Director Ondich explained that the public open house meeting for the Small Area Plan took place at the Broz Hotel on May 8<sup>th</sup>. Two concept drawings of the site were presented: the In-Town Living and the Civic Commons. Both concepts showed the stormwater pond, housing, and the POPs facility. There was great input from the public, many of whom were residents adjacent to the Small Area Site. Many residents liked the senior cottages since they looked like more single-family homes that are common in the neighborhood. The city is more interested in having more dense housing to provide more vibrancy to the city. There were concerns about noise and parking. Staff intend to schedule another Steering Committee meeting by the end of May. If the Park Board has any comments or suggestions, they should contact staff who will send their feedback to MSA.
- g. **Concerned Resident Letter Regarding Trees In Memorial Park** – Planning Director Ondich presented Mary Frost's letter regarding the ash trees that were removed in Memorial Park. In the letter, Mrs. Frost wanted the ash trees to be treated rather than removed. The City did apply for funding to treat some ash trees and oak trees in Memorial Park but was not selected. Any treatment for the trees would need to be included in the 2025 budget request. Last fall, Jerry Flicek, an arborist, projected that it would cost approximately \$32,000-\$34,000 to treat the 85 oak trees in Memorial Park with an insecticide (for possible twolined chestnut borer) and 35 of those same oak with fungicide (for possible bur oak blight).

Dohm stated that the removed ash trees was alarming and shocking.



Becka wondered if it's worth the time and effort to treat the trees if there's a possibility treatment won't work. It may not be sustainable long term.

Barten wondered if it would be worthwhile to prioritize certain urban forest areas. The City could prioritize certain areas with high value trees or have some system of prioritization. Perhaps the Tree Inventory Study that Bolton and Menk completed could be beneficial for this.

Wolf thought that even if the city treated the ash trees, they may only survive for a short period of time. It seemed inevitable that the ash trees would die.

## 8. Adjournment

The meeting was adjourned at 7:14 PM by order of Chair Barten.

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



# ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

## City of New Prague

Wednesday, April 10, 2024 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

### 1. CALL TO ORDER

The meeting was called to order at 7:30 a.m. by President Brent Quast with the following members present: Troy Pint, Eric Krogman, Bruce Wolf, Duane Jirik, Nick Slavik, and Brent Quast.

Absent: Austin Reville

City staff present: City Administrator Josh Tetzlaff and Planning/Community Development Director Ken Ondich

Others present: Jo Foust, Scott County CDA Business and Community Development Director, and Tony Buthe, New Prague Schools Director of Educational Services

### 2. CONSENT AGENDA

- a. March 13, 2024, EDA Meeting Minutes
- b. Claims for Payment: **\$592.33**

Motion made by Pint, seconded by Krogman, to approve. All voted in favor. Motion carried (6-0).

### 3. FUTURE EDA ENDEAVORS

- a. April 10, 2024

Tetzlaff relayed that the land immediately north of the City's industrial park is now officially on the market for \$6.4 million.

### 4. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM

It was noted that visits to Early Childhood Academy, Chart, and Wornson & Goggins had occurred recently. Early Childhood Academy noted multiple concerns with regulations on a state level regarding daycare centers.

### 5. BUSINESS UPDATES

- a. April 2024

Ondich provided the monthly business update. He added that the business update did not include the topic, but that a 54-unit apartment building was preliminary proposed and presented at the April 1, 2024, City Council and April 3, 2024, Planning Commission meetings. He stated that an application was being considered for the MHFA Workforce Housing Development Program and that a local match would be required in which tax abatement was being considered. He stated that the topic would be discussed again at the April 15, 2024, City Council meeting for a resolution of support.

6. CDA UPDATE

Jo Foust stated that all four Community Land Trust Homes will be sold as of the end of the week and that they are doing other land trust homes in Shakopee and Prior Lake with the goal of spreading the program across the county. She also stated that they are having a student business pitch competition and a County Bus Tour on May 29, 2024, with a stop planned in New Prague for lunch with representatives from DEED and GreaterMSP, along with elected officials.

7. SCHOOL DISTRICT UPDATE

Tony Buthe stated that he’s setting up meetings with six businesses from Elko New Market, six from Lonsdale, and six or more from New Prague about building collaborations with what they want to see from employees that are coming out of high school. He also noted the three area city Chamber of Commerce organizations are supporting this effort. He also relayed that in October they are having a Career and Technology Exploratory Day to talk about trades-related jobs and that it’s focused on tenth graders.

8. EXECUTIVE DIRECTORS REPORT

Tetzlaff noted five new business filings in New Prague city limits in the past month, mostly home businesses. He stated that the sanitary sewer feasibility study is nearing completion with the next step being to look for possible federal or state funding opportunities. He also noted the water plan is also being updated. He stated that Angie Craig will be meeting with the Mayor and that they plan to bring up the cost of the proposed police station and the need for funding. He stated that the 2024 CIP project would start next week. Lastly, he relayed that ash tree removal in the parks would stop at the end of the month as the DNR is not allowing removal during these months.


9. MISCELLANEOUS

a. Early Childhood Academy Correspondence  
Ondich stated that Steering Committee Meeting #2 for the Small Area Plan will be held Wednesday, April 10, 2024, at 6:00 p.m.

10. ADJOURNMENT

Motion made by Jirik, seconded by Slavik, to adjourn the meeting at 8:00 a.m. All voted in favor. Motion carried (6-0).

Respectfully Submitted,



Joshua M. Tetzlaff  
City Administrator / EDA Executive Director



# ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

## City of New Prague

Wednesday, May 08, 2024 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

### 1. CALL TO ORDER

The meeting was called to order at 7:30 a.m. by President Brent Quast with the following members present: Troy Pint, Bruce Wolf, Nick Slavik, Austin Reville, and Brent Quast.

Absent: Duane Jirik and Eric Krogman

City staff present: City Administrator Josh Tetzlaff and Planning/Community Development Director Ken Ondich

Others present: Jo Foust, Scott County CDA Business and Community Development Director; Tony Buthe, New Prague Schools Director of Educational Services; and Brian Thorstad, New Prague Schools High School Principal

### 2. CONSENT AGENDA

a. April 10, 2024, EDA Meeting Minutes

b. Claims for Payment: **\$357.76**

Motion made by Pint, seconded by Reville, to approve. All voted in favor. Motion carried (5-0).

*Eric Krogman arrived at 7:31 a.m.*

### 3. FUTURE EDA ENDEAVORS

a. May 8, 2024

Tetzlaff provided a comment that the future project list is on hold until the Comprehensive Plan process gets wrapped up in a few months.

### 4. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM

President Quast stated that visits with 1319 Woodfire Tavern and Parkview Medical Clinic occurred over the last month and that visits are coming up this month with Scott Equipment, Dairy Queen, and Kubes Furniture and Flooring.

### 5. BUSINESS UPDATES

a. May 2024

Ondich provided the monthly update and also noted that the MHFA Workforce Housing Development Program grant was submitted last week for the possible 54-unit apartment building on the lot south of Walgreens.

### 6. CDA UPDATE

Jo Foust provided general updates on programs the CDA is offering and also noted that the Scott County Bus Tour will be occurring on May 29, 2024, with Ondich and the Mayor attending from New Prague.

**7. SCHOOL DISTRICT UPDATE**

Tony Buthe and Brian Thorstad were present to provide information on the Youth Skills Training Grant the School District received, which would lead to the hiring of a part-time Workforce Coordinator for a two-year period to help students and local businesses make connections for workplace options in addition to post-secondary education options for students.

**8. EXECUTIVE DIRECTORS REPORT**

Tetzlaff noted that there is a lot of behind the scenes discussions occurring for possible development but nothing that has reached the level of submittals at this time.

**9. MISCELLANEOUS**

a. Southern Minnesota Initiative Foundation

b. Nick Slavik - Term Expiring

Quast and Ondich provided an update of the Small Area Plan process and open house occurring on May 8, 2024, from 5-7pm at The Broz.

Wolf asked for an update of the housing bills brought up at a past EDA meeting. Tetzlaff and Ondich noted that the most overarching bill is not moving forward but one bill that would allow residential multifamily in any commercial district was still on the table. Wolf also asked other EDA members how they perceive the economy in general terms.

**10. ADJOURNMENT**

Motion made by Slavik, seconded by Quast, to adjourn the meeting at 8:18 a.m. All voted in favor. Motion carried (6-0).

Respectfully Submitted,



Joshua M. Tetzlaff  
City Administrator / EDA Executive Director



LEO A DALY

# SCALE - RTF Site Analysis & Fit Study

Scott County Association for  
Leadership & Efficiency (SCALE)  
Regional Training Facility (RTF)

06/14/2024



## Study Approach

### Site Test Fit Study: Questions to be answered...

- What can fit on the site?
- Is this a site worth looking at for long range planning?
- Is it worth spending more money on this site if it isn't conducive becoming something bigger and better in the long term?

### Site Test Fit Study: Questions it was not intended to answer...

- Is this the right location for the existing partners? For new partners?
- What are the EXACT training elements, their size, and relationships to each other and the site?

**What this is: A HIGH level masterplan options study to see what will work, and what will not and what the ROM cost will be under different scenarios.**





## Program Elements Considered - Primary Structures

6/14/2024

### SCOTT COUNTY ASSOCIATION FOR LEADERSHIP & EFFICIENCY (SCALE) REGIONAL TRAINING FACILITY (RTF)

Program		LENGTH (OR QUANTITY)	WIDTH (OR AREA)	AREA	NOTES
<b>COMMONS</b>					
	"Dirty" Unisex Toilet	1	80	80	Accessible from outside
	Changing Room / Shower	4	80	320	
	Unisex Toilet	1	80	80	Accessible from inside
	Kitchen / Break	1	400	400	Prep area only, can break in classrooms
	Jan	2	60	120	As necessary
	Conference Room / Touchdown	2	100	200	
				1,200	SubTotal
<b>CLASSROOMS</b>					
40 Person Classrooms	Classroom A	1	1,000	1,000	40 ppl
	Classroom B	1	1,000	1,000	40 ppl
	Furniture Storage & AV	2	100	200	
				2,200	SubTotal
<b>EXISTING 200 YARD RANGE SUPPORT</b>					
	Control room	1	120	120	(2) seats, one computer
	Range Storage / Prop Storage	1	800	800	Shelving for targets, floor cleaning, etc
	Sound Vestibule	1	80	80	
				1,000	SubTotal
<b>OTHER - EXISTING 200 YARD RANGE SUPPORT</b>					
				Shared between both Ranges	
	Gun Cleaning	4	60	240	(4) Stations
	Weapons & Ammo Storage	6	50	300	(6) Secure cages
	Weapons Repair	1	120	120	Work station with locked cabinets
	Range Equipment Cleaning / Janitorial	1	80	100	Lead containment cleaning.
	Loading & Unloading Area	1	100	100	Vehicle access to LE range
				620	SubTotal
<b>UNCONDITIONED BUILDINGS</b>					
	Residential Building: Wet/Dry, no burn.	2	1,400	2,800	(2) stories
	Commercial Building: Wet/Dry, no burn.	1	4,000	4,000	Single story
	Maintenance Building	1	2,000	2,000	
	Fire Storage Building: burn materials	1	800	800	
				6,800	SubTotal
<b>FIRE BURN BUILDINGS</b>					
				Site elements not tabulated in overall program	
	Unconditioned Training Structure	2	1,500	3,000	Unconditioned Structure for training purposes, built out of CMU for wet or dry training
	Fire Burn Tower	1	10,000	10,000	3 story commercial burn tower
	Residential Burn Building	1	4,000	4,000	2 story residential burn building
				17,000	SubTotal
<b>BUILDING SUPPORT SPACES</b>					
	Mechanical	1	100	100	
	Electrical	1	75	75	
	I/T	1	75	75	Needs TBD based on site layout
	Fire Protection	1	100	100	TBD Based on storage requirements
				350	SubTotal
Total				29,170	
Net-to-Gross Factor				20%	
Net-to-Gross Square Footage				5,834	
<b>GRAND TOTAL</b>				<b>35,004</b>	



## Program - Other Support Structures

6/14/2024

### SCOTT COUNTY ASSOCIATION FOR LEADERSHIP & EFFICIENCY (SCALE) REGIONAL TRAINING FACILITY (RTF)

		LENGTH (OR QUANTITY)	WIDTH (OR AREA)	AREA	NOTES
<b>COMMONS</b>					
"Dirty" Unisex Toilet		2	80	160	Accessible from outside
Changing Room / Shower		4	80	320	
Unisex Toilet		2	80	160	Accessible from inside
Kitchen / Break		1	400	400	Prep area only, can break in classrooms
Jan		2	60	120	As necessary
Conference Room / Touchdown		2	100	200	
				1,360	SubTotal
<b>CLASSROOMS</b>					
40 Person Classrooms	Classroom A	1	1,000	1,000	40 ppl
	Classroom B	1	1,000	1,000	40 ppl
	Furniture Storage & A/V	2	100	200	
				2,200	SubTotal
<b>BUILDING SUPPORT SPACES</b>					
Mechanical		1	100	100	
Electrical		1	75	75	
JIT		1	75	75	Needs TBD based on site layout
Fire Protection		1	100	100	TBD Based on storage requirements
				350	SubTotal
Total				3,910	
Net-to-Gross Factor				20%	
Net-to-Gross Square Footage				782	
<b>GRAND TOTAL</b>				<b>4,692</b>	

## Additional Program / Cost Considerations

### Existing Facilities Maintenance Garage "St. Joe's Garage"

- Multiple concepts show relocation and/or demolition of garage.
- This square footage can be accounted for as either a separate, new out building or SF within the new primary structure.

### Demolition of Existing Range and Garage Facility

- All concepts show removal of these structures

### Existing Class A Burn Area

- (3) shipping containers will need to be relocated if burn ops moves to other side of the street

### Existing Burn Structure and Props

- Structure is within 5-10 years of reaching the end of its useful life.
- Props, likewise, are nearing the end of their useful life

### Renovation of Existing Primary Structure

- See Option 1A

### Existing LP Tanks

- If Burn ops located to other side of road, this will need to be relocated as well.

### Existing Confined Space Training Props

- (2) Props requiring approx 200 SF will need to be relocated if burn ops located to other side of road.

### Incorporation of Juvenile Alternative Facility (JAF) Structures

- This option not reflected in the program as further analysis is required to determine if JAF facilities would be useful as converted training spaces.

### Unconditioned Wet/Dry Training Structures

- CMU construction out-buildings for training
- Quantity and location TBD based on land acquisition

### K9 Facilities

- Size and location TBD based on land acquisition

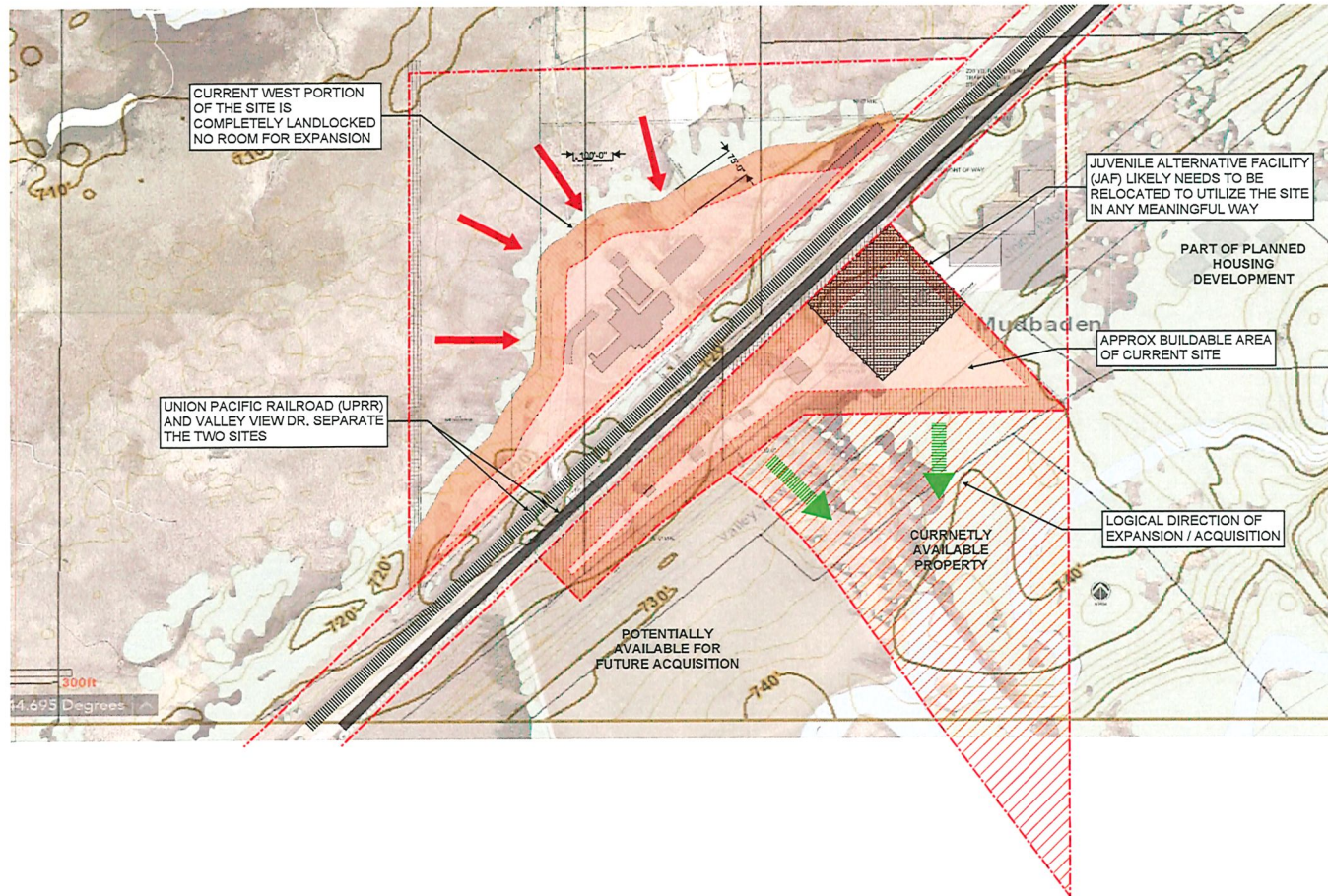
### UAV Facilities

- Size and location TBD based on land acquisition

### Vehicular Training Pad

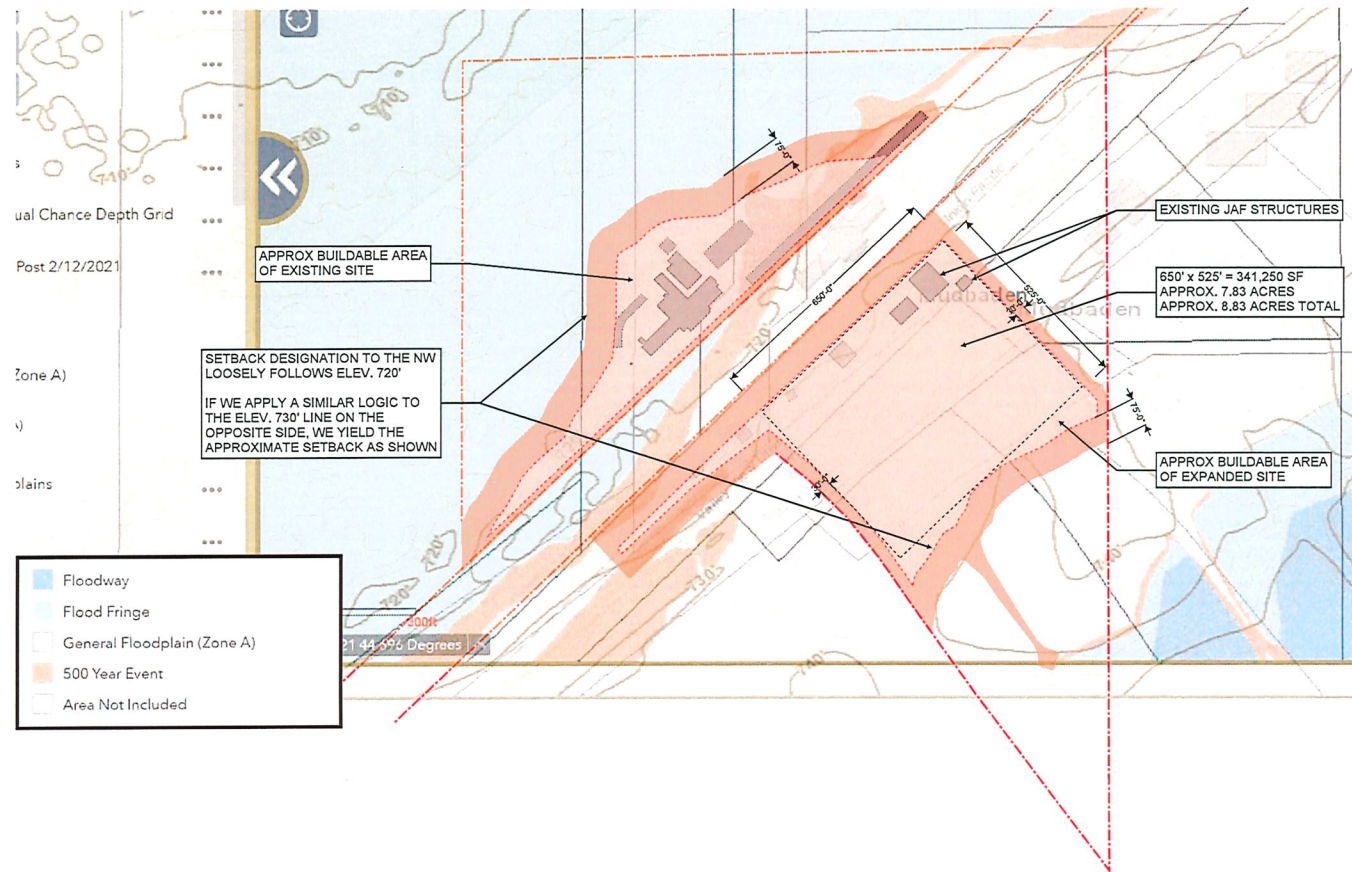
- Size and location TBD based on land acquisition

## Long Term Planning Considerations

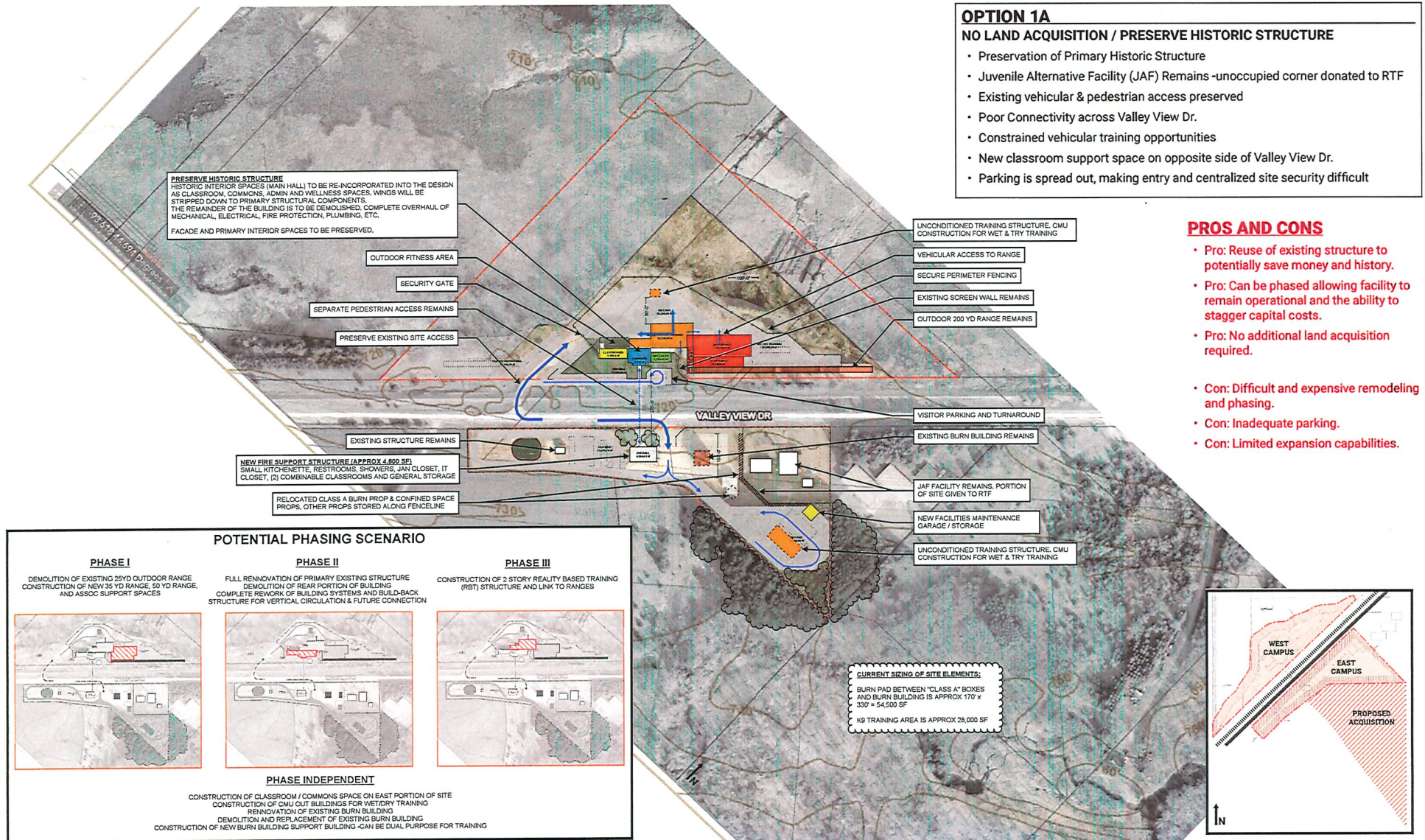




## Expanded Site Setback Approximations









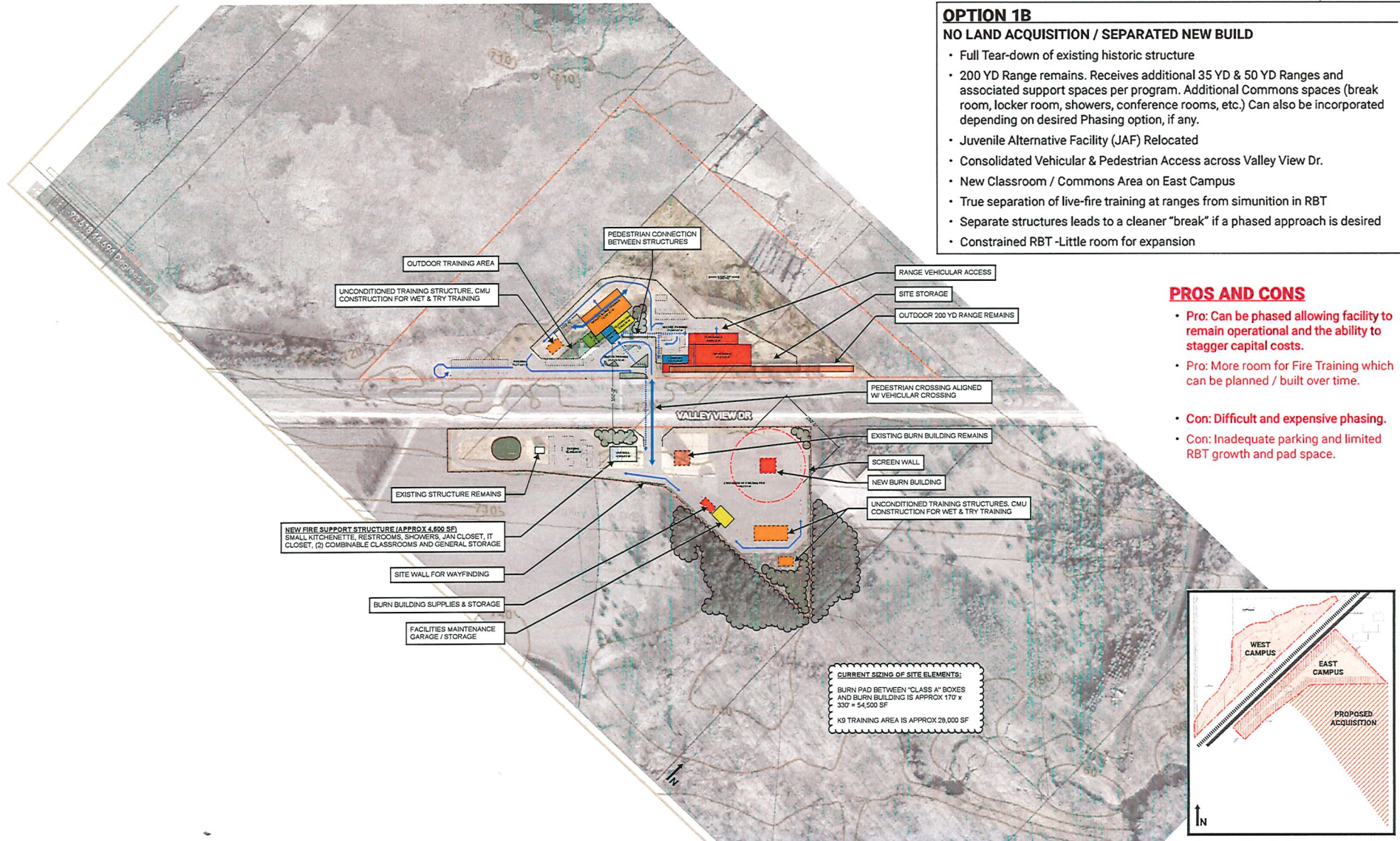
### OPTION 1B

#### NO LAND ACQUISITION / SEPARATED NEW BUILD

- Full Tear-down of existing historic structure
- 200 YD Range remains. Receives additional 35 YD & 50 YD Ranges and associated support spaces per program. Additional Commons spaces (break room, locker room, showers, conference rooms, etc.) Can also be incorporated depending on desired Phasing option, if any.
- Juvenile Alternative Facility (JAF) Relocated
- Consolidated Vehicular & Pedestrian Access across Valley View Dr.
- New Classroom / Commons Area on East Campus
- True separation of live-fire training at ranges from simulation in RBT
- Separate structures leads to a cleaner "break" if a phased approach is desired
- Constrained RBT - Little room for expansion

### PROS AND CONS

- **Pro:** Can be phased allowing facility to remain operational and the ability to stagger capital costs.
- **Pro:** More room for Fire Training which can be planned / built over time.
- **Con:** Difficult and expensive phasing.
- **Con:** Inadequate parking and limited RBT growth and pad space.

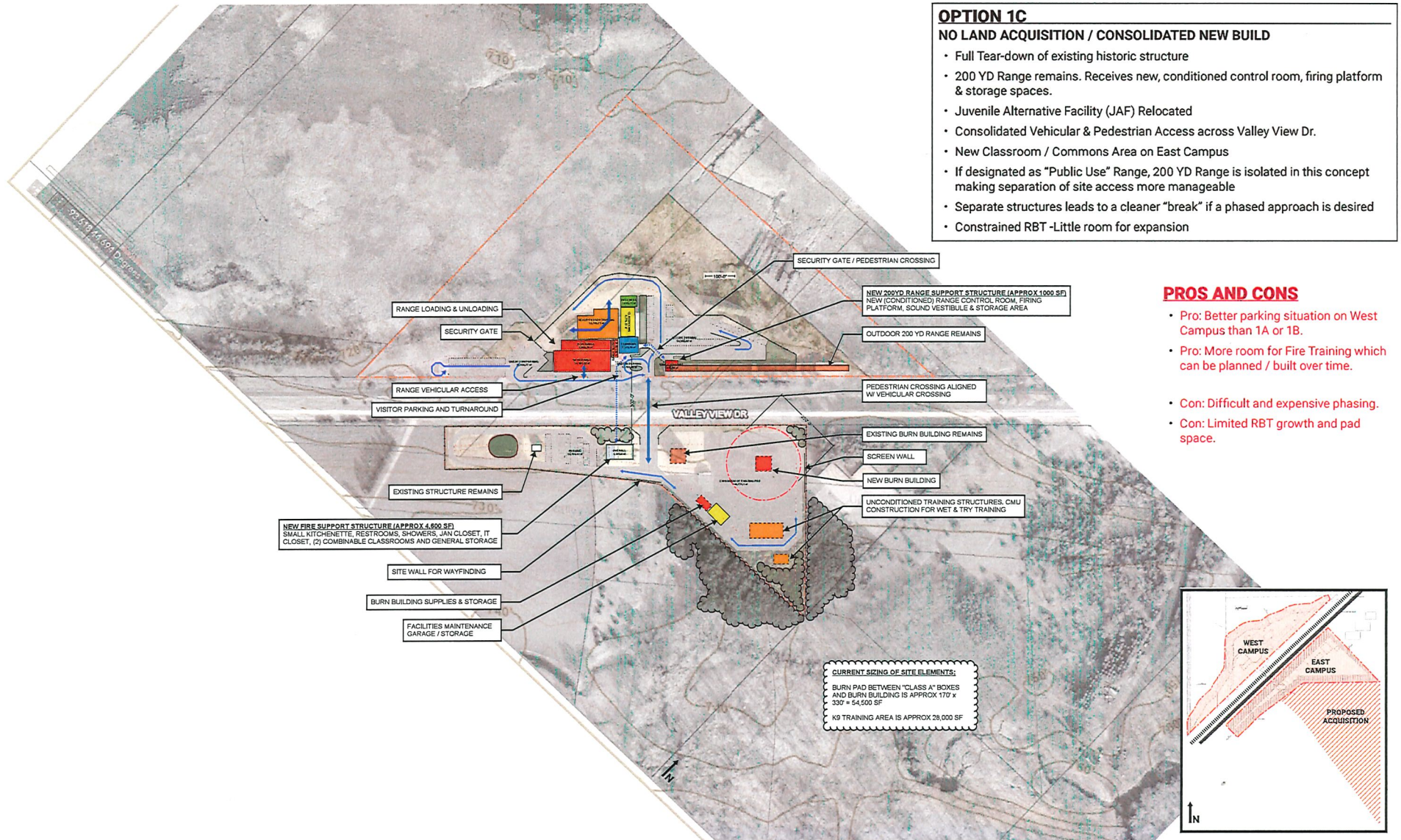


SCALE - RTF | Site Analysis & Fit Study

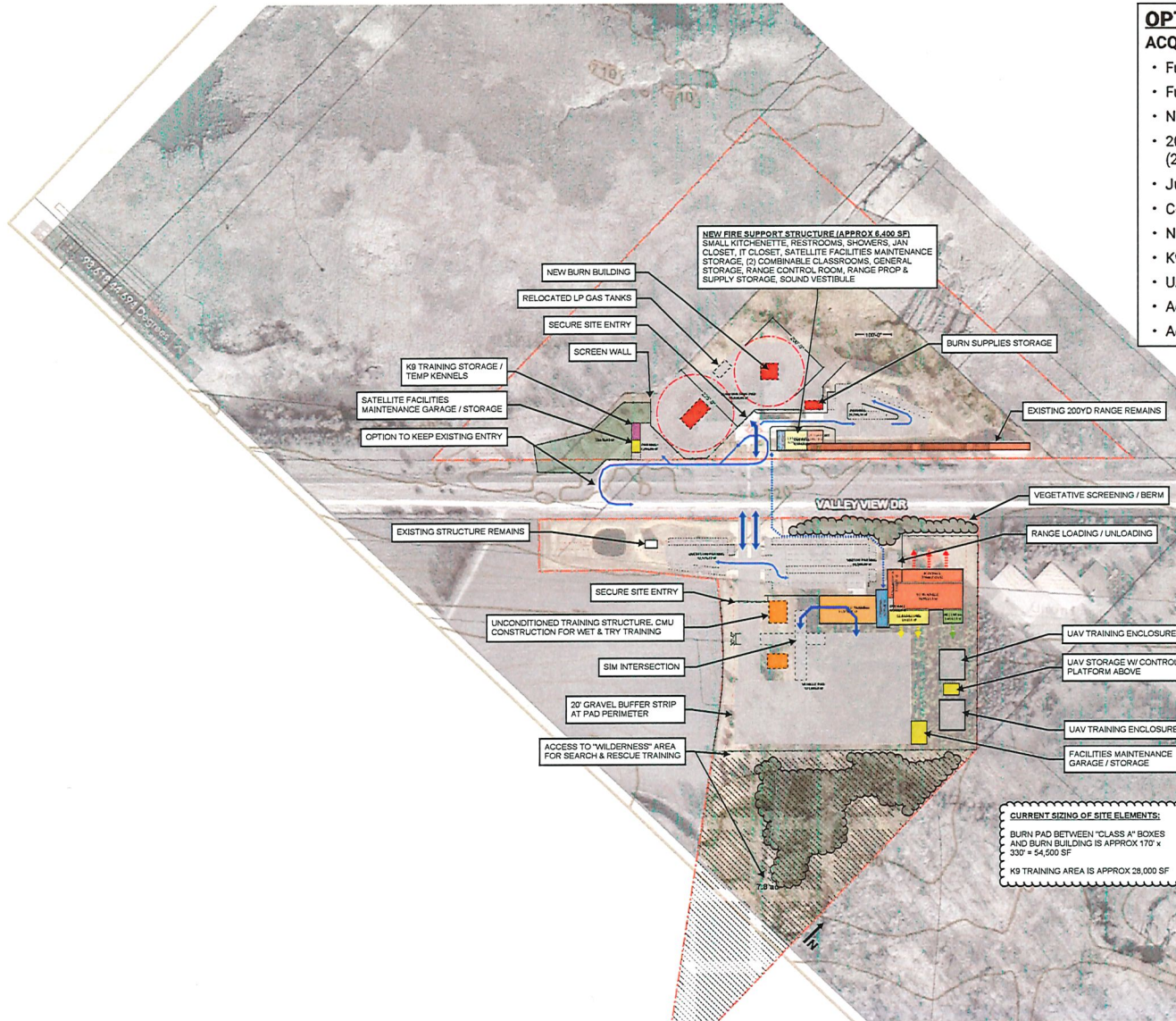
Scott County Association for Leadership & Efficiency - Regional Training Facility | 06/14/2024

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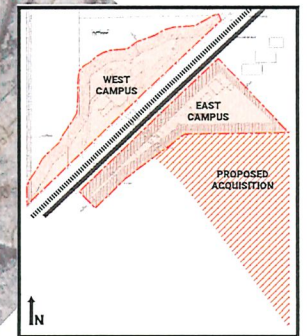
### OPTION 2A

#### ACQUISITION OF MESENBRINK PROPERTY / NEW BUILD ON JAF SITE

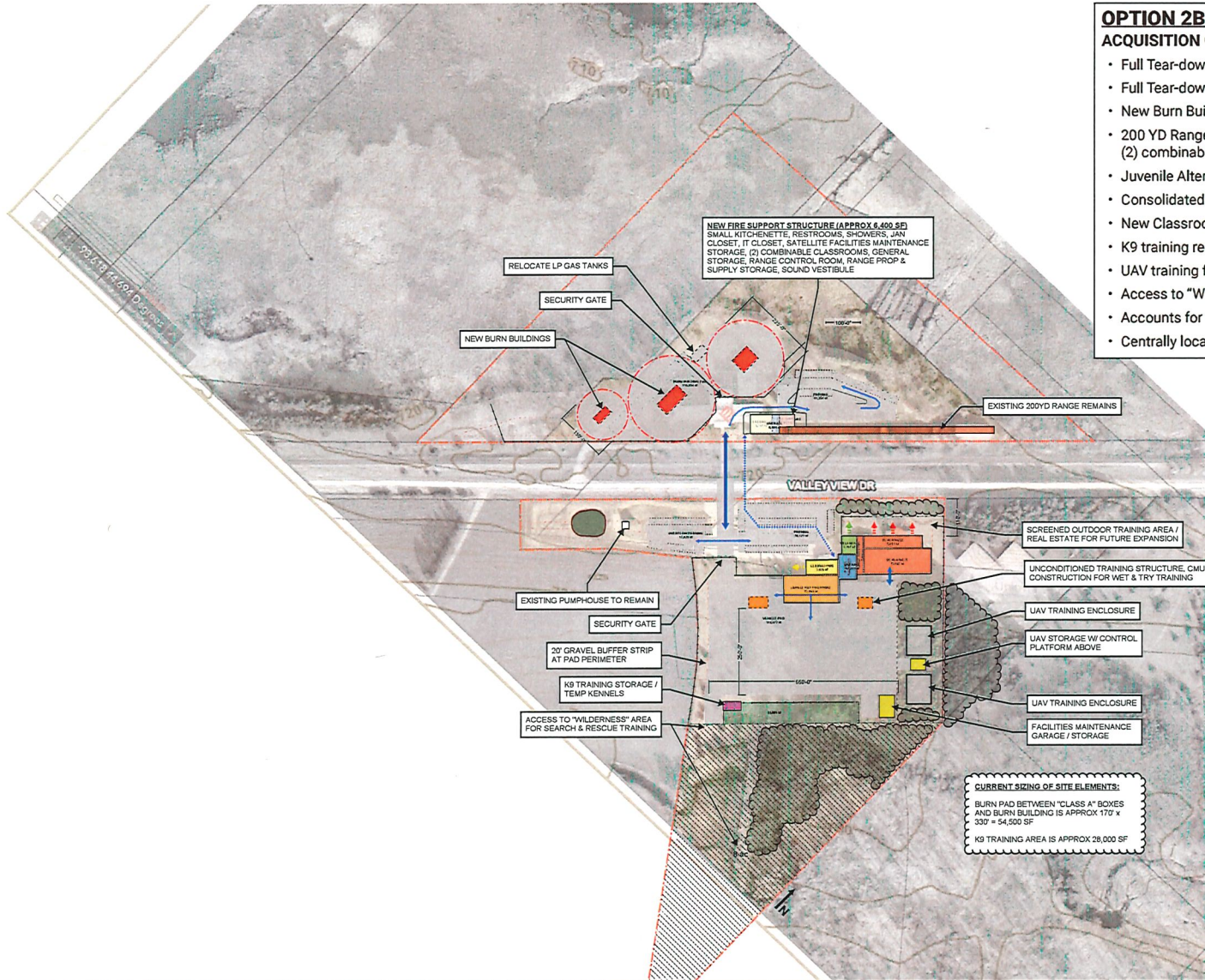
- Full Tear-down of existing historic structure
- Full Tear-down of existing Burn Building
- New Burn Building(s) located on West Campus
- 200 YD Range remains. Receives new, conditioned control room, firing platform, (2) combinable classrooms, a small break area and associated storage spaces.
- Juvenile Alternative Facility (JAF) Relocated
- Consolidated Vehicular & Pedestrian Access across Valley View Dr.
- New Classroom / Commons Area on West Campus
- K9 training remains in current location w/ new support structure
- UAV training facilities located on site
- Access to "Wilderness" Area for search & rescue training
- Accounts for future expansion of major programmatic elements

### PROS AND CONS

- **Pro:** Can be phased allowing facility to remain operational and the ability to stagger capital costs.
- **Pro:** More room for Fire Training AND RBT which can be planned / built over time.
- **Con:** Requires JAF relocation AND land acquisition.







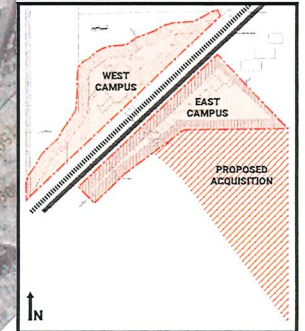
## OPTION 2B

### ACQUISITION OF MESENBRINK PROPERTY / NEW BUILD ON JAF SITE

- Full Tear-down of existing historic structure
- Full Tear-down of existing Burn Building
- New Burn Building(s) located on West Campus
- 200 YD Range remains. Receives new, conditioned control room, firing platform, (2) combinable classrooms, a small break area and associated storage spaces.
- Juvenile Alternative Facility (JAF) Relocated
- Consolidated Vehicular & Pedestrian Access across Valley View Dr.
- New Classroom / Commons Area on West Campus
- K9 training remains in current location w/ new support structure
- UAV training facilities located on site
- Access to "Wilderness" Area for search & rescue training
- Accounts for future expansion of major programmatic elements
- Centrally located RBT, accessible on (3) sides

## PROS AND CONS

- Pro: Can be phased allowing facility to remain operational and the ability to stagger capital costs.
- Pro: More room for Fire Training AND RBT which can be planned / built over time.
- Con: Requires JAF relocation AND land acquisition.





## Rough Order of Magnitude Cost Estimate - OPTION 1A

### Site Test Fit Study: Questions to be answered...

- What could fit on the site?
- Is this a site worth looking at for long range planning?
- Is it worth spending more money on this site, if it isn't conducive becoming something bigger and better in the long term?

What this is: A HIGH level masterplan options study to see what might work, and what might not and what the ROM cost might be.

### PROS AND CONS

- **Pro: Reuse of existing structure to potentially save money and history.**
- **Pro: Can be phased allowing facility to remain operational and the ability to stagger capital costs.**
- **Pro: No additional land acquisition required.**
- **Con: Difficult and expensive remodeling and phasing.**
- **Con: Inadequate parking.**
- **Con: Limited expansion capabilities.**

### Option 1A - No Site Expansion & Keep Part of Existing Main Structure

	SF	Acre	Unit Cost	Sub total	Inflation	Notes
New Main Structure	34,000		\$450	\$ 15,300,000		
Renovated Existing Structure	30,000		\$400	\$ 12,000,000		
Demo Existing Building	21,260		\$12	\$ 255,120		Including allowance for abatement and site utility demo. Partial to remain.
Demo Existing Range	5,800		\$20	\$ 116,000		Including allowance for abatement.
Demo Existing Outbuildings	4,664		\$8	\$ 37,312		
New Barn Buildings	0		\$450	\$ -		
Range Support Buildings & Fire Support	5,600		\$400	\$ 2,240,000		
Unconditioned Training Structure	6,800		\$275	\$ 1,870,000		
Site Work - West	127,500	2.93	\$500,000	\$ 1,463,499		
Site Work - East	99,322	2.28	\$250,000	\$ 570,030		
Site Work - Acquisition	0			\$ -		
Construction Cost Total				\$ 33,851,960		
Site Acquisition				\$ -		
Soft Cost			20%	\$ 6,770,392		
Project Cost				\$ 40,622,353		
Excavation			5%	\$ 42,653,470	2025	
			5%	\$ 44,786,144	2026	
			5%	\$ 47,025,451	2027	
			5%	\$ 49,376,723	2028	
			5%	\$ 51,845,560	2029	

## Rough Order of Magnitude Cost Estimate - OPTION 1B

### Site Test Fit Study: Questions to be answered...

- What could fit on the site?
- Is this a site worth looking at for long range planning?
- Is it worth spending more money on this site, if it isn't conducive becoming something bigger and better in the long term?

What this is: A HIGH level masterplan options study to see what might work, and what might not and what the ROM cost might be.

### PROS AND CONS

- **Pro: Can be phased allowing facility to remain operational and the ability to stagger capital costs.**
- **Pro: More room for Fire Training which can be planned / built over time.**
- **Con: Difficult and expensive phasing.**
- **Con: Inadequate parking and limited RBT growth and pad space.**

### Option 1B - Expand onto JAF Site Only & Demo Entire Main Structure / Build 2 New Main Structures:

	SF	Acre	Unit Cost	Sub total	Inflation	Notes
New Main Structure	61,853		\$500	\$ 30,926,400		Two buildings vs One building in Option 1A yielding higher cost per sf. No site costs included.
Renovated Existing Structure	0		\$0	\$ -		
Demo Existing Building	51,260		\$10	\$ 512,600		Less strategic and precision demolition than Option 1A. Including allowance for abatement and site utility dem
Demo Existing Range	5,800		\$20	\$ 116,000		
Demo Existing Outbuildings	4,664		\$8	\$ 37,312		
Burn Buildings	17,000		\$550	\$ 9,350,000		Multiple structures.
Range Support Buildings & Fire Support	6,800		\$400	\$ 2,720,000		
Site Work - West	127,500	2.93	\$500,000	\$ 1,463,499		
Site Work - East	99,322	2.28	\$350,000	\$ 798,042		
Site Work - Acquisition				\$ -		
Construction Cost Total				\$ 45,923,852		
Site Acquisition				\$ -		
Soft Cost			20%	\$ 9,184,770		
Project Cost				\$ 55,108,623		
Excavation			5%	\$ 57,864,054	2025	
			5%	\$ 60,757,257	2026	
			5%	\$ 63,795,120	2027	
			5%	\$ 66,984,876	2028	
			5%	\$ 70,334,119	2029	

## Rough Order of Magnitude Cost Estimate - OPTION 1C

### Site Test Fit Study: Questions to be answered...

- What could fit on the site?
- Is this a site worth looking at for long range planning?
- Is it worth spending more money on this site, if it isn't conducive becoming something bigger and better in the long term?

### PROS AND CONS

- **Pro:** Better parking situation on West Campus than 1A or 1B.
- **Pro:** More room for Fire Training which can be planned / built over time.
- **Con:** Difficult and expensive phasing.
- **Con:** Limited RBT growth and pad space.

### Option 1C - Expand onto JAF Site Only & Demo Entire Main Structure / Build 1 New Main Structure

	SF	Acre	Unit Cost	Sub total	Inflation	Notes
New Main Structure	61,853		\$450	\$ 27,833,760		One Building, no site costs included.
Renovated Existing Structure	0		\$0	\$ -		
Demo Existing Building	51,260		\$10	\$ 512,600		Less strategic and precision demolition than Option 1A. Including allowance for abatement and site utility dem
Demo Existing Range	5,800		\$20	\$ 116,000		
Demo Existing Outbuildings	4,664		\$8	\$ 37,312		
Burn Buildings	17,000		\$550	\$ 9,350,000		Multiple structures.
Range Support Buildings & Fire Support	6,800		\$400	\$ 2,720,000		
Site Work - West	127,500	2.93	\$500,000	\$ 1,463,499		
Site Work - East	99,322	2.28	\$350,000	\$ 798,042		
Site Work - Acquisition				\$ -		
Construction Cost Total				\$ 42,831,212		
Site Acquisition				\$ -		
Soft Cost			20%	\$ 8,566,242		
Project Cost				\$ 51,397,455		
Excavation			5%	\$ 53,967,328	2025	
			5%	\$ 56,665,694	2026	
			5%	\$ 59,498,979	2027	
			5%	\$ 62,473,928	2028	
			5%	\$ 65,597,624	2029	

What this is: A HIGH level masterplan options study to see what might work, and what might not and what the ROM cost might be.

## Rough Order of Magnitude Cost Estimate - OPTIONS 2A/2B

### Site Test Fit Study: Questions to be answered...

- What could fit on the site?
- Is this a site worth looking at for long range planning?
- Is it worth spending more money on this site, if it isn't conducive becoming something bigger and better in the long term?

What this is: A HIGH level masterplan options study to see what might work, and what might not and what the ROM cost might be.

### PROS AND CONS

- **Pro:** Can be phased allowing facility to remain operational and the ability to stagger capital costs.
- **Pro:** More room for Fire Training AND RBT which can be planned / built over time.
- **Con:** Requires JAF relocation AND land acquisition.

#### Option 2A - Expand Site & Demo Entire Main Structure / Build 1 New Main Structure

	SF	Acre	Unit Cost	Sub total	Inflation	Notes
New Main Structure	61,853		\$450	\$ 27,833,760		One Building, no site costs included.
Renovated Existing Structure	0		\$0	\$ -		
Demo Existing Building	51,260		\$10	\$ 512,600		Less strategic and precision demolition than Option A. Including allowance for abatement and site utility demo
Demo Existing Range	5,800		\$20	\$ 116,000		
Demo Existing Outbuildings	4,664		\$8	\$ 37,312		
Burn Buildings	17,000		\$550	\$ 9,350,000		Multiple structures.
Range Support Buildings & Fire Support	6,800		\$400	\$ 2,720,000		
Site Work - West	127,500	2.93	\$500,000	\$ 1,463,499		
Site Work - East	341,075	7.83	\$500,000	\$ 3,915,000		
Site Work - Acquisition				\$ -		
Construction Cost Total				\$ 45,948,171		
Site Acquisition				\$ -		
Soft Cost		20%		\$ 9,189,634		
Project Cost				\$ 55,137,805		
Excavation		5%		\$ 57,894,695	2025	
		5%		\$ 60,789,430	2026	
		5%		\$ 63,828,901	2027	
		5%		\$ 67,020,346	2028	
		5%		\$ 70,371,364	2029	

#### Option 2B- Expand Site & Demo Entire Main Structure / Build 1 New Main Structure

	SF	Acre	Unit Cost	Sub total	Inflation	Notes
New Main Structure	61,853		\$450	\$ 27,833,760		One Building, no site costs included.
Renovated Existing Structure	0		\$0	\$ -		
Demo Existing Building	51,260		\$10	\$ 512,600		Less strategic and precision demolition than Option A. Including allowance for abatement and site utility demo
Demo Existing Range	5,800		\$20	\$ 116,000		
Demo Existing Outbuildings	4,664		\$8	\$ 37,312		
Burn Buildings	17,000		\$550	\$ 9,350,000		Multiple structures.
Range Support Buildings & Fire Support	6,800		\$400	\$ 2,720,000		
Site Work - West	127,500	2.93	\$500,000	\$ 1,463,499		
Site Work - East	341,075	7.83	\$500,000	\$ 3,915,000		
Site Work - Acquisition				\$ -		
Construction Cost Total				\$ 45,948,171		
Site Acquisition				\$ -		
Soft Cost		20%		\$ 9,189,634		
Project Cost				\$ 55,137,805		
Excavation		5%		\$ 57,894,695	2025	
		5%		\$ 60,789,430	2026	
		5%		\$ 63,828,901	2027	
		5%		\$ 67,020,346	2028	
		5%		\$ 70,371,364	2029	



# Conclusions

## Site Test Fit Study: Questions to be answered...

- What could fit on the site(s)?
  - Indoor 12 lane/50 yard range, Indoor 6 lane/35 yard range, 5-6 classrooms for Fire, EMS, and Law Enforcement, Mats Room, EMS Simulation, Dedicated VR Room, Indoor RBT/Storage, Fitness and Wellness Spaces, Commons and Support Spaces, Burn Tower, Training Structures, and Burn Building.
- Is this a site worth looking at for long range planning?
  - Without site acquisition of either the JAF property and/or the Mesenbrink property, the existing site likely will be too small for adequate parking, exterior Reality Based Training space for Law Enforcement, or expanded Fire Training Buildings and / or props. Nor will it allow for future expansions beyond what has been envisioned currently.
- Is it worth spending more money on this site, if it isn't conducive becoming something bigger and better in the long term?
  - If the goal of this site is to develop a primary building of approximately 61,000 sf with up to another 25-35,000 sf ancillary training and support buildings, site acquisitions will be required. Without site acquisitions, reductions in programmed spaces will be required to build a functional training facility.

## What this is: A HIGH level masterplan options study to see what might work, and what might not and what the ROM cost might be.

- |  |   |
|--|---|
| • Option 1A: No Site Expansion & Keep Part of Existing Main Structure                                | \$40.6 Million Project Cost (2024 Dollars)                    |
| • Option 1B: Expand onto JAF Site Only & Demo Entire Main Structure / Build 2 New Main Structures    | \$55.1 Million Project Cost (2024 Dollars)                    |
| • Option 1C: Expand onto JAF Site Only & Demo Entire Main Structure / Build 1 New Main Structures    | \$51.4 Million Project Cost (2024 Dollars)                    |
| • Option 2A/2B: Expand Site & Demo Entire Main Structure / Build 1 New Main Structure on East Campus | \$55.1 Million Project Cost (2024 Dollars) + Site Acquisition |