



# ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

## City of New Prague

Wednesday, November 13, 2024 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

---

---

**1. CALL TO ORDER**

**2. CONSENT AGENDA**

- [a.](#) October 9, 2024, EDA Meeting Minutes  
October 9, 2024, EDA Meeting Minutes - Closed  
October 16, 2024, EDA Meeting Minutes - Closed
- [b.](#) Claims for Payment: **\$150.00**

**3. CONSIDER EDA SALE OF LOT 5, BLOCK 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, SCOTT COUNTY, MINNESOTA TO Q5 PROPERTIES, LLC**

- [a.](#) Public Hearing at 7:30 a.m.
- [b.](#) Resolution Number 2024 - No. 1 - Approving Sale of Land and Purchase and Development Agreement between the Authority and Q5 Properties, LLC

**4. CONSIDER EDA SALE OF LOT 3, BLOCK 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, SCOTT COUNTY, MINNESOTA TO RURAL COMMUNICATIONS HOLDING CORPORATION**

- [a.](#) Public Hearing at 7:30 a.m.
- [b.](#) Resolution Number 2024 - No.2 - Approving Sale of Land and Purchase and Development Agreement between the Authority and Rural Communications Holding Corporation

**5. COMPREHENSIVE PLAN OVERVIEW**

- [a.](#) Presentation
- [b.](#) Plan

**6. MHFA 2025 MINNESOTA CITY PARTICIPATION PROGRAM**

- [a.](#) Memo MCPP

**7. FUTURE EDA ENDEAVORS**

- [a.](#) November 13, 2024

**8. BUSINESS RETENTION AND EXPANSION (BR&E) PROGRAM**

**9. BUSINESS UPDATES**

- [a.](#) November 2024

**10. CDA UPDATE**

**11. SCHOOL DISTRICT UPDATE**

**12. EXECUTIVE DIRECTORS REPORT**

**13. MISCELLANEOUS**

**14. ADJOURNMENT**

**Next Meeting: Wednesday, December 11, 2024**

**OUR MISSION IS TO PROMOTE AND FACILITATE ECONOMIC DEVELOPMENT IN THE NEW PRAGUE AREA:**

- \* Strengthen existing businesses and non-profits \*
- \* Create an environment conducive to new economic development \*
- \* Create long term funding strategy \*

Brent Quast, President	Term Ending 5/31/26 (*Partial Term)
Troy Pint, Vice President	Term Ending 5/31/27
Eric Krogman, Secretary	Term Ending 5/31/25
Nick Slavik	Term Ending 5/31/24
Austin Reville	Term Ending 5/31/29
Duane Jirik, Mayor	
Bruce Wolf, Councilmember	
Joshua Tetzlaff, City Administrator & Executive Director	



# ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

## City of New Prague

Wednesday, October 09, 2024 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

**1. CALL TO ORDER**

The meeting was called to order at 7:32 a.m. by President Brent Quast with the following members present: Brent Quast, Erik Krogman, Nick Slavik, Troy Pint, and Austin Reville.

Absent: Bruce Wolf and Duane Jirik

Staff present: City Administrator Joshua Tetzlaff and Planning/Community Development Director Ken Ondich

**2. CONSENT AGENDA**

a. September 11, 2024, EDA Meeting Minutes

b. Claims for Payment: **\$9.87**

Motion to approve the Consent Agenda was made by Krogman, seconded by Slavik.

Motion carried (5-0)

**3. FUTURE EDA ENDEAVORS**

a. October 9, 2024

No updates.

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

Tetzlaff noted that staff had visited with CVF Racing since the last meeting.

**5. BUSINESS UPDATES**

a. October 2024

Ondich provided the monthly business updates.

**6. CDA UPDATE**

Tetzlaff noted that on October 11th, the Fast Track Challenge will take place and that 2 If By Sea is one of the finalists.

**7. SCHOOL DISTRICT UPDATE**

**8. EXECUTIVE DIRECTORS REPORT**

Nothing further noted.

**9. MISCELLANEOUS**

**10. ADJOURNMENT**

President Brent Quast adjourned the meeting at 7:40 a.m.

Respectfully Submitted,

Joshua M. Tetzlaff  
City Administrator / EDA Executive Director



# ECONOMIC DEVELOPMENT AUTHORITY MEETING - CLOSED MINUTES

## City of New Prague

Wednesday, October 09, 2024 at 7:35 AM

City Hall Council Chambers - 118 Central Ave N

### 1. CALL TO ORDER

President Brent Quast called the Closed Meeting to order at 7:41 a.m. with the following members present: Brent Quast, Erik Krogman, Nick Slavik, Troy Pint, and Austin Reville.

Absent: Bruce Wolf and Duane Jirik

City Staff present: City Administrator Joshua Tetzlaff and Planning/Community Development Director Ken Ondich.

### 2. CLOSED SESSION:

Discussion was had on the property identified as PIN No. 24.124.0060

Motion made by Quast, seconded by Reville, to come out of the closed meeting at 8:14 a.m.

Motion carried (5-0)

Motion made by Quast, seconded by Slavik, to accept Quality Flow Systems offer as received.

Motion carried (4-0) (Erik Krogman abstained from voting)

### 3. ADJOURNMENT

Motion made by Reville, seconded by Quast, to adjourn the meeting at 8:17 a.m.

Motion carried (5-0)

Respectfully Submitted,

Joshua M. Tetzlaff  
City Administrator / EDA Executive Director



# ECONOMIC DEVELOPMENT AUTHORITY MEETING - SPECIAL AGENDA

## City of New Prague

Wednesday, October 16, 2024 at 7:30 AM

City Hall Council Chambers - 118 Central Ave N

**1. CALL TO ORDER**

President Brent Quast called the Closed Meeting to order at 7:40 a.m. with the following members present: Brent Quast, Erik Krogman, Troy Pint & Duane Jirik

Absent: Austin Reville, Nick Slavik, and Bruce Wolf

City Staff present: City Administrator Joshua Tetzlaff and Planning/Community Development Director Ken Ondich.

**2. APPROVAL OF REGULAR AGENDA**

Motion made by Pint, seconded by Krogman, to approve the regular agenda.  
Motion carried (4-0)

**3. CLOSED SESSION:**

Discussion was had on the properties identified as PID No. 24.124.0050 and PID No. 24.124.0040.

Motion made by Quast, seconded by Jirik, to come out of closed session at 7:43 a.m.  
Motion carried (4-0)

**4. GENERAL BUSINESS**

Motion made by Pint, seconded by Jirik, to accept the offer from Bevcomm for Lot 3, Block 2, New Prague Business Park 11<sup>th</sup> addition.  
Motion carried (4-0)

**5. ADJOURNMENT**

Motion made by Quast, seconded by Jirik, to adjourn the meeting at 7:45 a.m.  
Motion carried (4-0)

Respectfully Submitted,

Joshua M. Tetzlaff  
City Administrator / EDA Executive Director

Vendor Name	Description	Net Invoice Amount
US BANK CREDIT CARD	MNCAR EXPO	150.00
Total EDA:		150.00
Grand Totals:		150.00

**EDA**

Account	Account Code Description	2024 CURRENT Budget	Current Period	Year to Date Thru 9/30/2024	Budget Balance
680-3-0000-31010	CURRENT PROPERTY TAXES	\$ 75,000.00	\$ -	\$ 37,870.73	\$ 37,129.27
680-3-0000-31020	DELINQUENT PROPERTY TAXES	\$ -	\$ -	\$ 229.73	\$ (229.73)
680-3-0000-36210	INTEREST INCOME	\$ 250.00	\$ 2,496.76	\$ 8,285.83	\$ (8,035.83)
	<b>TOTAL OPERATING REVENUE</b>	<b>\$ 75,250.00</b>	<b>\$ 2,496.76</b>	<b>\$ 46,386.29</b>	<b>\$ 28,863.71</b>
680-4-4650-101	WAGES FULL-TIME	\$ 44,901.00	\$ 3,269.56	\$ 30,941.34	\$ 13,959.66
680-4-4650-103	WAGES PART-TIME	\$ -	\$ -	\$ -	\$ -
680-4-4650-113	EMPLOYEE BENEFITS	\$ 24.00	\$ -	\$ -	\$ 24.00
680-4-4650-121	EMPLOYER CONT. PERA	\$ 3,366.00	\$ 245.20	\$ 2,376.84	\$ 989.16
680-4-4650-122	EMPLOYER CONT. F I C A	\$ 3,435.00	\$ 244.11	\$ 2,364.56	\$ 1,070.44
680-4-4650-129	GERF CHANGE	\$ -	\$ -	\$ -	\$ -
680-4-4650-131	HEALTH INSURANCE	\$ 5,890.00	\$ 279.54	\$ 2,921.07	\$ 2,968.93
680-4-4650-132	DENTAL INSURANCE	\$ 618.00	\$ 25.66	\$ 256.60	\$ 361.40
680-4-4650-133	LIFE & S-T DISABILITY INS.	\$ 124.00	\$ 10.18	\$ 101.80	\$ 22.20
680-4-4650-151	WORKER'S COMPENSATION INS.	\$ 242.00	\$ -	\$ 260.33	\$ (18.33)
680-4-4650-200	SUPPLIES	\$ 500.00	\$ -	\$ 2.49	\$ 497.51
680-4-4650-220	REPAIRS & MAINT. SUPPLIES	\$ 500.00	\$ -	\$ -	\$ 500.00
680-4-4650-301	AUDIT	\$ 521.00	\$ -	\$ 10.16	\$ 510.84
680-4-4650-305	CIVIL LEGAL FEES	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
680-4-4650-310	PROFESSIONAL SERVICES	\$ 1,500.00	\$ -	\$ 335.78	\$ 1,164.22
680-4-4650-320	POSTAGE	\$ 200.00	\$ -	\$ 69.06	\$ 130.94
680-4-4650-322	COMPUTER COMM/MAINT	\$ -	\$ -	\$ 92.53	\$ (92.53)
680-4-4650-330	TRAVEL, CONF, MILEAGE ALLOW.	\$ 300.00	\$ -	\$ -	\$ 300.00
680-4-4650-340	ADVERTISING & PUBLICATIONS	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
680-4-4650-369	INSURANCES	\$ 2,685.00	\$ 9.30	\$ 401.86	\$ 2,283.14
680-4-4650-433	DUES & SUBSCRIPTIONS	\$ 545.00	\$ -	\$ 545.00	\$ -
680-4-4650-441	SPECIAL PROJECTS	\$ 5,699.00	\$ -	\$ -	\$ 5,699.00
680-4-4650-490	DONATION OTHER CIVIC ORG.	\$ -	\$ -	\$ -	\$ -
680-4-4650-720	TRANSFER-OUT	\$ -	\$ -	\$ -	\$ -
680-4-4650-905	DEBT PAYMENT	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 75,250.00</b>	<b>\$ 4,083.55</b>	<b>\$ 40,679.42</b>	<b>\$ 34,570.58</b>

**EDA Industrial Park**

Account	Account Code Description	2024 CURRENT Budget	Current Period	Year to Date	Budget Balance
681-3-0000-36210	INTEREST INCOME	\$ -	\$ 1,101.39	\$ 3,657.26	\$ (3,657.26)
	<b>TOTAL OPERATING REVENUE</b>	<b>\$ -</b>	<b>\$ 1,101.39</b>	<b>\$ 3,657.26</b>	<b>\$ (3,657.26)</b>
681-4-4650-305	CIVIL LEGAL FEES	\$ -	\$ -	\$ 1,214.40	\$ (1,214.40)
681-4-4650-420	DEPRECIATION EXPENSE	\$ 1,773.00	\$ -	\$ 591.16	\$ 1,181.84
681-4-4650-500	CAPITAL PROJECTS	\$ -	\$ -	\$ -	\$ -
	<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 1,773.00</b>	<b>\$ -</b>	<b>\$ 1,805.56</b>	<b>\$ (32.56)</b>



EDA			
		2023	2024
		YTD BALANCE	CURRENT YTD BALANCE
		7/31/2023	
<b>ASSETS</b>			
680-10101	CLAIM ON CASH	\$ 146,295.85	\$ 174,382.04
680-10120	MONEY MARKET-FIRST BK & TRUST	\$ 25,616.49	\$ 25,699.16
680-10125	MONEY MARKET-4M	\$ 239,415.28	\$ 250,203.39
680-11500	ACCOUNTS RECEIVABLE	\$ -	\$ -
680-15501	PREPAID OTHER	\$ -	\$ -
680-15696	DEFERRED OUTFLOW - OPEB	\$ 147.00	\$ -
680-15699	GERF DEFERRED OUTFLOW	\$ 5,912.00	\$ -
	<b>TOTAL ASSETS</b>	<b>\$ 417,386.62</b>	<b>\$ 450,284.59</b>
<b>LIABILITIES</b>			
680-20210	ACCOUNTS PAYABLE	\$ -	\$ 91.85
680-21711	ACCRUED PAYROLL INS DEDUCT	\$ 0.69	\$ -
680-21717	OPEB LIABILITY	\$ 554.00	\$ -
680-22296	OPEB DEFERRED INFLOW	\$ 142.00	\$ -
680-22299	GERF DEFERRED INFLOW	\$ 296.00	\$ -
680-23999	GERF PENSION LIABILITY	\$ 19,266.00	\$ -
	<b>TOTAL LIABILITIES</b>	<b>\$ 20,258.69</b>	<b>\$ 91.85</b>
	<b>RETAINED EARNINGS</b>	<b>\$ 397,127.93</b>	<b>\$ 450,192.74</b>
	<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$ 417,386.62</b>	<b>\$ 450,284.59</b>

EDA Industrial Park			
		2023	2024
		YTD BALANCE	CURRENT YTD BALANCE
<b>CURRENT ASSETS</b>			
681-10101	CLAIM ON CASH	\$ 737,229.22	\$ 76,624.03
681-10120	MONEY MARKET-FIRST BK & TRUST	\$ 12,808.70	\$ 12,850.38
681-10125	MONEY MARKET-4M	\$ 105,655.38	\$ 110,412.35
	<b>TOTAL CURRENT ASSETS</b>	<b>\$ 855,693.30</b>	<b>\$ 199,886.76</b>
<b>NON CURRENT ASSETS</b>			
681-16100	LAND	\$ 400,625.38	\$ 453,940.38
681-16300	INFRASTRUCTURE	\$ 88,675.68	\$ (0.32)
681-16310	ACCUM. DEPRECIATION-INFRASTR	\$ (11,800.06)	\$ (591.17)
	<b>TOTAL NON CURRENT ASSETS</b>	<b>\$ 477,501.00</b>	<b>\$ 453,348.89</b>
	<b>TOTAL ASSETS</b>	<b>\$ 1,333,194.30</b>	<b>\$ 653,235.65</b>
<b>LIABILITIES</b>			
681-20210	ACCOUNTS PAYABLE	\$ -	\$ -
681-20610	CIP RETAINAGE PERCENTAGE	\$ -	\$ 6,286.00
	<b>TOTAL LIABILITIES</b>	<b>\$ -</b>	<b>\$ 6,286.00</b>
	<b>RETAINED EARNINGS</b>	<b>\$ 1,333,194.30</b>	<b>\$ 646,949.65</b>
	<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$ 1,333,194.30</b>	<b>\$ 653,235.65</b>



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

---

---

**MEMORANDUM**

---

---

**TO:** EDA MEMBERS  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** CONSIDER EDA SALE OF LOT 5, BLOCK 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION TO Q FIVE PROPERTIES, LLC  
**DATE:** NOVEMBER 7, 2024

---

On November 13th, 2024, the New Prague EDA will be considering the sale of land owned by the EDA in the Industrial Park to Q Five Properties, LLC (Quality Flow).

Specifically, the lot to be sold is Lot 5, Block 2, New Prague Business Park 11<sup>th</sup> Addition. The lot is approximately 1.97 acres in size and is proposed to be purchased for \$184,498.38 (or \$2.15 sq. ft.) as outlined in the previously approved letter of intent from back in October 2024.

They plan to construct an approximately 6,120 sq. ft. building that includes offices and shop space. Similar to past purchase and development agreements, a provision is included that requires the building to have a 4' wainscoting along the bottom of the building where abutting a public right of way (in this case 6<sup>th</sup> Street NW and 6<sup>th</sup> Ave. NW).

A public hearing is required to be held by the EDA per M.S. 469.105 prior to the sale during the EDA meeting. Following the public hearing at 7:30AM, the EDA will need to consider adopting the attached resolution Approving Sale of Land and Purchase and Development Agreement between the EDA and Q Five Properties, LLC.

After approval of the resolution, the matter will be forwarded to the City Council for their review and approval on November 18<sup>th</sup>, 2024.

**Staff Recommendation**

Hold the required public hearing and approve the attached resolution approving the sale of land to Q Five Properties, LLC.

**RESOLUTION NO. 2024 – No. 1**

**NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY  
RESOLUTION APPROVING SALE OF LAND AND PURCHASE  
AND DEVELOPMENT AGREEMENT BETWEEN THE  
AUTHORITY AND Q FIVE PROPERTIES, LLC**

**WHEREAS**, the City Council (the “Council”) of the City of New Prague (the "City") has previously established the New Prague Economic Development Authority (the "Authority") which administers economic development activities in the City; and

**WHEREAS**, the Authority owns certain property within the City legally described as set forth in Exhibit A (the “Property”); and

**WHEREAS**, the Authority has received a purchase offer and development proposal from Q Five Properties, LLC, a Minnesota limited liability company, having its principal office at 800 6th Street NW, New Prague, MN 56071 (the "Developer") for use as office, shop and warehouse space to be maintained and constructed on the Property; and

**WHEREAS**, the Developer has proposed to acquire the Property from the Authority, and in connection with that proposal the Authority has caused to be prepared a Purchase and Development Agreement between the Authority and Developer (the “Contract”) set forth in Exhibit B and incorporated herein by reference; and

**WHEREAS**, the Authority has reviewed the Contract providing for the sale of the Property and the construction of improvements to be located on the Property totaling at least \$1,000,000.00, and has concluded that the proposed sale of and improvements to the Property are consistent with and promote the goals and objectives for which the Authority was established; and

**WHEREAS**, pursuant to the Contract, the Authority agrees to convey the Property described in the Contract to the Developer for \$184,498.38, subject to certain terms and conditions; and

**WHEREAS**, the Authority has on November 13, 2024, held a public hearing pursuant to Minnesota Statutes, Section 469.105 regarding conveyance of the Property to the Developer at which all interested persons were given an opportunity to be heard; and

**WHEREAS**, the Enabling Resolution of the Authority, as amended, prohibits the Authority from selling and conveying the Property without the prior approval of the Council; and

**WHEREAS**, the Authority respectfully requests that the Council approve the land sale contemplated herein by resolution; and

**WHEREAS**, the Authority finds that conveyance of the Property to the Developer is in the public interest because it will further the objectives of the Authority and City; and

**WHEREAS**, the Authority has reviewed the Contract and finds, subject to the approval of the Council, that the execution thereof by the Authority and performance of the Authority’s obligations thereunder are in the best interest of the Authority, the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the New Prague Economic Development Authority (the “Commissioners”) that the above-referenced recitals are incorporated herein to this Resolution.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that the Authority approves the conveyance of the Property to the Developer, subject to the approval of the Council and subject to satisfaction of all terms and conditions of the Contract, and authorizes and directs the President and Executive Director to execute the Contract, deed and related documents necessary to carry out such real estate transaction.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that subject to the approval of the Council of the sale of the Property, the Authority hereby approves the Contract, including all necessary accompanying documents or agreements included therein, in substantially the form presented to the Authority on this date, subject to modifications that do not materially alter the Authority's rights and obligations under the Contract and that are approved by the Authority's President and Executive Director, which approvals shall be conclusively evidenced by execution of the Contract.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that the proper Authority officials are authorized to execute the Contract and take any and all other steps necessary or convenient in order to carry out the Authority's obligations under the Contract.

**NOW, THEREFORE, BE IT FINALLY RESOLVED** by the Commissioners that Authority and City staff and consultants are hereby directed to take all appropriate action and to prepare any appropriate documents to facilitate the directives of the Authority as provided in this Resolution.

Adopted this 13<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Brent Quast, President

ATTEST:

\_\_\_\_\_  
Joshua M. Tetzlaff, Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

**EXHIBIT B**  
**PURCHASE AND DEVELOPMENT AGREEMENT**  
**[Insert Purchase and Development Agreement]**

---

---

**PURCHASE AND DEVELOPMENT AGREEMENT**

**By and Between**

**NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY**

**and**

**Q FIVE PROPERTIES, LLC**

---

---

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**TABLE OF CONTENTS**

**PAGE**

PREAMBLE..... 1

ARTICLE I

Definitions

Section 1.1. Definitions ..... 1  
Section 1.2. Exhibits ..... 3  
Section 1.3. Rules of Interpretation ..... 3  
Section 1.4. Incorporation of Recitals and Exhibits ..... 3

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the Authority ..... 3  
Section 2.2. Representations and Warranties by the Developer ..... 4  
Section 2.3. Representations Ongoing ..... 4

ARTICLE III

Conveyance of Development Property

Section 3.1. Conveyance of the Development Property ..... 5  
Section 3.2. Condition of Title ..... 5  
Section 3.3. Financing ..... 6  
Section 3.4. Representations..... 6  
Section 3.5. Conditions Precedent to Conveyance..... 8  
Section 3.6. [Intentionally Omitted]..... 8  
Section 3.7. Closing; Delivery and Recording ..... 8  
Section 3.8. Attorney Costs..... 9

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements..... 9  
Section 4.2. Construction Plans..... 10  
Section 4.3. Commencement and Completion of Construction..... 10  
Section 4.4. Certificate of Completion and Release of Forfeiture ..... 10  
Section 4.5. Reconstruction of Improvements ..... 11



PAGE

ARTICLE V

Insurance

Section 5.1.	Required Insurance .....	11
Section 5.2	Evidence of Insurance .....	12

ARTICLE VI

Collection of Taxes

Section 6.1.	Taxes .....	13
Section 6.2.	Right to Collect Delinquent Taxes .....	14

ARTICLE VII

Prohibition Against Sale; Encumbrances; Indemnification

Section 7.1.	Prohibition Against Sale of Minimum Improvements.....	41
Section 7.2.	Limitation Upon Encumbrance of Development Property .....	14
Section 7.3.	Release and Indemnification Covenants .....	15

ARTICLE VIII

Events of Default

Section 8.1.	Events of Default Defined.....	16
Section 8.2.	Remedies on Default .....	16
Section 8.3.	Revesting Interest in the Authority Upon Happening of Event of Default Subsequent to Conveyance to Developer.....	17
Section 8.4	Resale of Reacquired Development Property; Disposition of Proceeds .....	18
Section 8.5.	No Remedy Exclusive .....	19
Section 8.6.	No Additional Waiver Implied by One Waiver.....	19

ARTICLE IX

Additional Provisions

Section 9.1.	Conflict of Interests; Representatives Not Individually Liable .....	19
Section 9.2.	Equal Employment Opportunity .....	19
Section 9.3.	Restrictions on Use.....	19
Section 9.4.	Provisions Not Merged With Deed; No Merger of Representations, Warranties ...	20
Section 9.5.	Notices and Demands .....	20
Section 9.6.	Counterparts.....	20
Section 9.7.	Disclaimer of Relationships .....	20
Section 9.8.	Release of Claims .....	20
Section 9.9.	Modification and Waiver.....	21
Section 9.10.	Restrictions on Use.....	21

Section 9.11. Titles of Articles and Sections..... 21  
 Section 9.12. Attorney Fees..... 21  
 Section 9.13. Choice of Law and Venue; Interpretation..... 21  
 Section 9.14. Entire Agreement..... 21  
 Section 9.15. No Broker ..... 21  
 Section 9.16. Specific Performance..... 22  
 Section 9.17. Additional Documents..... 22

TESTIMONIUM..... 23  
 SIGNATURES .....23-24

EXHIBIT A LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY  
 EXHIBIT B FORM OF QUIT CLAIM DEED  
 EXHIBIT C LIST OF PRELIMINARY PLAN DOCUMENTS  
 EXHIBIT D FORM OF CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

**PURCHASE AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of November, 2024, by and between the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, having its principal office at 118 Central Avenue North, New Prague, MN 56071 (the “Authority”) and Q Five Properties, LLC, a Minnesota limited liability company, having its principal office at 800 6<sup>th</sup> Street NW, New Prague, MN 56071 (the “Developer”).

WITNESSETH:

WHEREAS, the Authority believes that the sale and development of land pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of New Prague and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements has been undertaken.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations contained herein, the Authority and the Developer hereby covenant and agree with the other as follows:

**ARTICLE I**

**Definitions**

Section 1.1. Definitions. In this Agreement, the following terms shall have the meanings given unless a different meaning clearly appears from the context:

“Act” means the Authority Development Districts Act, Minnesota Statutes, sections 469.124 through 469.134, as amended.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Authority” means the New Prague Economic Development Authority.

“Certificate of Completion and Release of Forfeiture” means the certificate, in the form contained in Exhibit D attached hereto, which will be provided to the Developer pursuant to Article IV of this Agreement.

“City” means the city of New Prague, a municipal corporation under the laws of Minnesota.

“Construction Plans” means the final plans for construction of the Minimum Improvements to be submitted by the Developer and approved by the Authority.

“County” means Scott County, Minnesota.

“Date of Closing” means the date set forth in Section 3.7 of this Agreement or the actual date upon which the conveyance of the Development Property closes.

“Developer” means Q Five Properties, LLC, a Minnesota limited liability company.

“Development Property” means the real property upon which the Minimum Improvements will be constructed, which property is legally described in Exhibit A attached hereto.

“Development Property Deed” means the quit claim deed in the form attached hereto as Exhibit B, by which the Authority will convey the Development Property to the Developer.

“EDA Act” or “Economic Development Authority Act” means Minnesota Statutes, sections 469.090 through 469.1081, as amended.

“Event of Default” means an action by the Developer or the Authority listed in Article IX of this Agreement.

“Minimum Improvements” means devoting the Development Property to its intended use and construction of approximately a 6,120 square foot building and facilities for use as office, shop and warehouse space, as identified and set forth in Exhibit C and constructed in accordance with the Construction Plans submitted to and approved by the Authority. After completion of the Minimum Improvements, the term shall mean the Development Property as improved by the Minimum Improvements.

“Minimum Market Value” means a market value for real estate tax purposes of at least \$1,000,000.00 with respect to the Development Property and Minimum Improvements as of January 1, 2026, for taxes payable beginning in 2027.

“Preliminary Plans” means, collectively, the plans, drawings and specifications for the construction of the Minimum Improvements which are listed on Exhibit C attached hereto.

“Sale” means any sale, conveyance, lease, exchange, forfeiture, or other transfer of the Developer's interest in the Minimum Improvements or the Development Property, whether voluntary or involuntary. A mortgage used to finance the purchase of the Development Property is excluded as a Sale.

“State” means the state of Minnesota.

“Termination Date” means one year from the Date of Closing or the date of the Certificate of Completion issued by the Authority, whichever comes first.

“Unavoidable Delays” means delays which are the direct result of unanticipated adverse weather conditions; strikes or other labor troubles; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial

action, directly results in delays; or, except those of the Authority reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit which directly result in delays in construction of the Minimum Improvements.

“Use” means the Developer devoting the Development Property to its intended use, with such use including, but not limited to, a 6,120 square foot building and facilities for use as office, shop and warehouse space, or to any or all lawful business operations, with applicable or appropriate licenses obtained, if needed.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

- Exhibit A. Legal description of the Development Property
- Exhibit B. Form of Quit Claim Deed
- Exhibit C. List of Preliminary Plan Documents
- Exhibit D. Form of Certificate of Completion and Release of Forfeiture

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 1.4. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

**ARTICLE II**

**Representations and Warranties**

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic under the laws of Minnesota. The Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The persons executing this Agreement and related agreements and documents on behalf of the Authority have the authority to do so and to bind the Authority by their actions.

(c) The Authority has received no notice or communication from any local, State or federal official that the activities of the Developer or the Authority in the Development District may be or will be in violation of any environmental law or regulation. The Authority is aware of no facts the existence of which would cause it to be in violation of any local, State or federal environmental law, regulation or review procedure.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a Minnesota corporation, duly organized and in good standing under the laws of Minnesota and is not in violation of any provisions of its articles of incorporation or by-laws. The Developer has the power to enter into this Agreement and carry out its obligations hereunder. The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(b) In the event the Development Property is conveyed to the Developer, the Developer, or assigns, will construct, operate and maintain the Minimum Improvements on the Development Property in substantial accordance with the terms of this Agreement, the Construction Plans and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws regulations.

(c) The Developer will apply for and use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, the requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions or any restriction or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) The Developer represents that there is no business subsidy provided by the Authority because the Developer is purchasing the Development Property at fair market value.

Section 2.3. Representations Ongoing. The representations and warranties set forth in this Article II shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

**ARTICLE III**

**Conveyance of Development Property**

Section 3.1. Conveyance of the Development Property. In order to facilitate the financial feasibility of the development of the Development Property and in consideration of the Developer's fulfillment of its covenants and obligations under this Agreement to construct the Minimum Improvements, and subject to the conditions precedent to closing outlined in Section 3.5 and the contingencies to Closing outlined in Section 3.6 of this Agreement, the Authority agrees to sell the Development Property to the Developer for One Hundred Eighty-Four Thousand, Four Hundred Ninety-Eight and 38/100 dollars (\$184,498.38).

The Developer has paid to the Authority on or before November 18th, 2024, earnest money in the amount of \$10,000.00 which shall be credited to the Developer at the time of closing. The Authority agrees to convey title and possession of the Development Property to the Developer by quit claim deed in the form attached hereto as Exhibit B. The conveyance of the Development Property and the Developer's use of the Development Property shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement and the Development Property Deed. The conveyance of title to the Development Property and the Developer's use of the Development Property shall also be subject to the building and zoning laws and ordinances and all other City, State and federal laws and regulation, easements and rights of way.

Section 3.2. Condition of Title. Within fourteen (14) days of the date of this Agreement, the Authority agrees to submit to the Developer a commitment for title insurance regarding the Development Property. The Developer shall have twenty (20) days after delivery of the commitment to examine same and to make any objections concerning the condition of title regarding the Development Property. Objections to the condition of title shall be made in writing and addressed to the Authority. Failure on the part of the Developer to make objections within twenty (20) days shall constitute a waiver of same and of the Developer's right to object to the condition of title. If the Developer provides written objections to title, the Authority shall have forty-five (45) days thereafter to cure the defects cited by the Developer or to inform the Developer in writing that the Authority cannot or will not cure said defects. If there are no defects in title to which the Developer objects in writing or the Developer fails to object in a timely manner or if the Authority cures the defects within the prescribed period, the parties will proceed to closing. If there are defects in title to which the Developer has objected in a timely manner and which the Authority cannot or will not cure, the Developer may terminate this Agreement at its option within ten (10) days of notice from the Authority of its inability or unwillingness to cure. The Authority shall have no obligation to cure any defects in the title of the Development Property. If the Developer chooses to terminate this Agreement pursuant to this Section 3.2, the Developer agrees to execute a quit claim deed regarding the Development Property in favor of the Authority and the Authority shall refund to the Developer all earnest money and deposits received. Thereafter the parties shall have no further obligation towards one another with regard to this Agreement or the Development Property. The Developer may also choose to proceed to closing on the Development Property and take title subject to the defect. Notwithstanding any other provision herein to the contrary, if the Developer proceeds to closing within less than the time periods set forth herein for receipt of a commitment for title insurance and objection to title defects, such action shall be deemed to be a

waiver by the Developer of its right to examine and object to the condition of title of the Development Property.

Section. 3.3. Financing. Before conveyance of the Development Property by the Authority, the Developer agrees to submit to the Authority evidence of a commitment for financing which is adequate, in the Authority's sole opinion, for the construction of the Minimum Improvements. If the Authority finds that the financing complies with the terms of this Section 3.3 and is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, the Authority shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld. If the Authority rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection and the Developer shall have 30 days thereafter to submit a commitment for additional or alternate financing acceptable to the Authority. If the Developer fails to submit a commitment for financing acceptable to the Authority within said period of time or any additional period to which the Authority may agree, the Authority may notify the Developer of its failure to comply with the requirement of this Section 3.3 and may terminate this Agreement at its sole discretion.

Section 3.4. Representations.

(a) The Authority makes the following representations and disclosures regarding the Development Property:

1. The Authority has conducted a Phase I environmental study regarding the Development Property. Such report is available to the Developer upon request.
2. The Authority has conducted a geotechnical survey of the Development Property. Such report is available to the Developer upon request.
3. The Authority has conducted a wetland delineation of the Development Property. Such report is available to the Developer upon request.
4. The Authority has conducted a topographical survey of the Development Property. Such report is available to the Developer upon request.
5. The Authority represents that six (6) inch water and eight (8) inch sanitary sewer hook-ups exist or are available to the Development Property.
6. The Authority represents that primary electric distribution infrastructure is installed and is available to the Development Property.
7. The Authority represents that it will be constructing storm sewer service facilities across the northern edge of the Development Property for hook-up by the Developer.
8. The Authority represents that it has surveyed and platted the Development Property. The plat of NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION identifying the property lines for the Development Property is available to the Developer upon



request.

The Developer has 30 days to review the documents noted above in this Section 3.4(a) and to make any objections, or any objections shall be deemed waived.

(b) Other than as represented herein by the Authority, the Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or its fitness for its intended use and for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property.

(c) After execution of this Agreement and within thirty (30) days thereafter, the Developer may notify the Authority of its desire to undertake tests and inspections of the Development Property regarding the presence of pollution, contamination or hazardous substances on the Development Property and the suitability of the soils for the Developer's intended purposes. The Developer, and person or persons selected by Developer shall be permitted access to the Development Property for the purpose of conducting such studies and investigations of the Development Property as Developer deems appropriate, which studies and investigations shall be conducted at Developer's sole expense and pursuant to any other terms and conditions of this Agreement. Developer agrees to indemnify the Authority against any liability, cost or expense incurred by the Authority as a result of Developer's actions, including but not limited to fines, court costs, reasonable attorneys' fees and remedial costs. Such studies may include without limitation, physically inspecting the Development Property, conducting soil tests, and reviewing the Authority's records concerning the Development Property which records shall be made reasonably available to Developer within ten (10) days after execution of this Agreement, including prior studies, investigations and surveys, if any, in the Authority's possession.

(d) Other than as represented herein by the Authority, the Developer acquires the Development Property "as is." After execution of this Agreement and within thirty (30) days thereafter, the Developer may notify the Authority of its desire to undertake tests and inspections of the Development Property regarding the presence of pollution, contamination or hazardous substances on the Development Property and the suitability of the soils for the Developer's intended purposes, which studies and investigations shall be conducted at Developer's sole expense and pursuant to any other terms and conditions of this Agreement. In the event that the Developer, following such tests and inspections, determines in its sole judgment that the condition of the Development Property is unsuitable for its intended use and for construction of the Minimum Improvements, the Developer may terminate this Agreement and return the Development Property to its condition prior to undertaking such tests and inspections. Regardless of whether the Developer avails itself of the right to conduct tests and inspections on the Development Property pursuant to this Section 3.4, after closing the Authority shall have no obligation or liability to the Developer for any unsuitability with respect to the soil conditions or the presence of any pollution, contamination or hazardous substances on the Development Property. Notwithstanding any other provision herein to the contrary, if the Developer proceeds to closing within less than the period of time allowed in this Section 3.4 for testing, such action shall be deemed to be a waiver by the Developer of its right to test on the Development Property.

(e) The Authority does not know of any wells on the Development Property, and will so certify in the deed conveying the Development Property to the Developer.

Section 3.5. Conditions Precedent to Conveyance. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to convey the Development Property to the Developer until the following conditions precedent have been satisfied:

(a) The Developer has submitted a commitment or other evidence of financing which is adequate, in the Authority's sole discretion, to fully finance construction of the Minimum Improvements;

(b) The Developer has submitted and the Authority has approved the Construction Plans;

(c) The Authority has held a public hearing and fulfilled all requirements of Minnesota Statutes, Section 469.105;

(d) There has been no Event of Default on the part of the Developer which has not been cured;

(e) The Authority has received approval from the City of New Prague City Council for the sale of the Development Property as contemplated in this Agreement; and

(f) All of the above condition precedents shall occur within the time frame established in Section 3.7 of this Agreement, unless extended by the Developer and the Authority. If such extension is not obtained, all earnest money and deposits shall be returned to the Developer within ten (10) days thereafter.

Section 3.6. Intentionally Omitted.

Section 3.7. Closing; Delivery and Recording. (a) Subject to the substantial satisfaction of all of the terms and conditions contained in this Agreement which must be satisfied prior to the Authority's conveyance of the Development Property to the Developer, the Authority shall execute and deliver the Development Property Deed to the Developer at closing. Closing shall occur on the Date of Closing which shall be the earlier of December 31st, 2024, or as soon thereafter as reasonably practicable, or as determined by the parties. The Developer shall have possession of the Development Property upon the Date of Closing. Closing shall be at the offices of the City, 118 Central Avenue North, New Prague, MN 56071 or such other location to which the parties may agree. Prior to closing, the Authority shall submit to the Developer a copy of the Development Property Deed and other closing documents for review. The Development Property Deed shall be in recordable form and shall be recorded among the County land records.

(b) On the Date of Closing, the Developer shall be responsible for and pay:

(1) the cost of recording the Development Property Deed and this Agreement;

- (2) all fees associated with obtaining the commitment for title insurance and the policy of title insurance;
  - (3) the cost of copies of all additional title documents necessary for the examination of title;
  - (4) for any documents related to or in connection with the financing of the Development Property, including but not limited to, recording fees and mortgage registration tax;
  - (5) one-half of the title company closing fees, if any; and
  - (6) all of the Developers' attorney's fees.
- (c) On the Date of Closing, the Authority shall be responsible for and pay:
- (1) transfer taxes, including State deed tax, to allow the Developer to record the Development Property Deed;
  - (2) costs of recording any instruments used to clear title encumbrances;
  - (3) one-half of the title company closing fees, if any; and
  - (4) all of the Authority's attorney's fees.
- (d) On the Date of Closing, the following costs will be paid on a pro rata basis in the year of closing between the Authority and the Developer:
- (1) utilities furnished to the Development Property; and
  - (2) real estate taxes and special assessments, if any.

Section 3.8. Attorney Costs. The Developer shall pay its own costs to prepare and review this Agreement and any other legal fees associated with the Development Property that are the responsibility of the Developer. The Authority shall pay its own costs to prepare and review this Agreement and any other legal fees associated with the Development Property that are the responsibility of the Authority.

## ARTICLE IV

### Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and at all times prior to the Termination Date will devote the Development Property to its intended Use and maintain, preserve and keep the Minimum Improvements or cause

the Minimum Improvements to be maintained, preserved and kept in good repair and condition. The Developer recognizes that it is because the Developer has agreed will to devote the Development Property to its intended Use and to construct the Minimum Improvements that the Authority is willing to sell the Development Property to the Developer. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the Authority and possibly other governmental agencies and review board of the Industrial Park and agrees to submit all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Construction Plans. (a) Within ninety (90) days after execution of this Agreement, the Developer shall submit dated Construction Plans to the Authority. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in substantial conformity with the Preliminary Plans and this Agreement. The Authority will approve the Construction Plans if they (1) conform to the Preliminary Plans listed in Exhibit C attached hereto; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; (5) if there has occurred no uncured Event of Default on the part of the Developer. No approval by the Authority shall relieve the Developer of the obligation to comply with the terms of this Agreement, the terms of any applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. No approval by the Authority shall constitute a waiver of an Event of Default.

(b) If the Developer desires to make any change in the Construction Plans after their approval by the Authority, including any change to the design or materials of the Minimum Improvements or any other change which would also require review or reapproval under any applicable code, ordinance or regulation, the Developer shall submit the proposed change to the Authority for its approval. If the proposed change conforms to the requirements of this section 4.2 with respect to the original Construction Plans or is otherwise acceptable to the Authority, the Authority shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the written notice of such change from the Developer.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements no later than thirty (30) days from the Date of Closing. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Minimum Improvements no later than twelve (12) months from the Date of Closing. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans. The Developer shall make such reports to the Authority regarding construction of the Minimum Improvements as the Authority deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements.

Section 4.4. Certificate of Completion and Release of Forfeiture. (a) After substantial completion of the Minimum Improvements in accordance with the Construction Plans and all terms

of this Agreement, the Authority will furnish the Developer with a Certificate of Completion and Release of Forfeiture in the form of Exhibit D hereto. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Development Property Deed with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof. The Certificate of Completion and Release of Forfeiture shall only be issued after issuance of a certificate of occupancy by the City.

(b) The Certificate of Completion and Release of Forfeiture provided for in this section 4.4 shall be in such form as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the Authority shall refuse or fail to provide such certification in accordance with the provisions of this section 4.4, the Authority shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default of a material term of this Agreement, and what measures or acts will be necessary, in the opinion of the Authority, for the Developer to take or perform in order to obtain such certification.

Section 4.5. Reconstruction of Improvements. If the Minimum Improvements are damaged or destroyed before or after completion thereof and issuance of a Certificate of Completion and Release of Forfeiture, but before the Termination Date, the Developer agrees, for itself and its successors and assigns, to reconstruct the Minimum Improvements to a value at least equal to the Minimum Market Value within one year of the date of the damage or destruction. No delay or failure by the Developer or any successor or assign to reconstruct the Minimum Improvements as required by this Section 4.5 shall alter or limit the Developer’s obligations under this Agreement, which shall remain in full force and effect until the Termination Date. The Minimum Improvements shall be reconstructed in accordance with the approved Construction Plans, or such modifications thereto as may be requested by the Developer and approved by the Authority in accordance with Section 4.2 of this Agreement. The Developer’s obligation to reconstruct the Minimum Improvements pursuant to this Section 4.5 shall end on the Termination Date.

**ARTICLE V**

**Insurance**

Section 5.1. Required Insurance. (a) The Developer agrees to provide and maintain at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the Authority, furnish the Authority with proof of payment of premiums on:

- (i) Builder's risk insurance, written on the so-called “Builder's Risk -- Completed Value Basis,” in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called “all risk” form of policy;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above - required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the Authority and shall be placed with financially sound and reputable insurers licensed to transact business in Minnesota. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than sixty (60) days' advance written notice to the Authority in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Minimum Improvements, and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the Authority shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, heating system explosion, water damage, demolition cost, debris removal, collapse and flood, in an amount not less than the full insurable replacement value of the Minimum Improvements or the Minimum Market Value, whichever is greater. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of coinsurance provisions or otherwise, without the prior consent thereto in writing by the Authority. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements and shall be determined from time to time at the request of the Authority, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the Authority; and

(ii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

Section 5.2. Evidence of Insurance. All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. The Developer agrees to deposit annually with the Authority copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force

and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel nor materially modify it without giving written notice to the Developer and the Authority at least sixty (60) days before the cancellation or modification becomes effective (ten (10) days for non-payment of premium). Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the Authority evidence satisfactory to the Authority that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms of this Agreement. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

**ARTICLE VI**

**Collection of Taxes**

Section 6.1. Taxes. The Developer agrees that prior to the Termination Date: (1) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (2) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (3) it will not cause a reduction in the Minimum Market Value paid in respect of the Minimum Improvements through:

- (a) willful destruction of the Minimum Improvements or any part thereof;
- (b) willful refusal to reconstruct damaged or destroyed property pursuant to section 4.5 of this Agreement;
- (c) a request to the County assessor to reduce the Minimum Market Value of all or any portion of the Minimum Improvements;
- (d) a petition to the board of equalization of the County to reduce the Minimum Market Value of all or any portion of the Development Property;
- (e) a petition to the board of equalization of the State or the commissioner of revenue of the State to reduce the Minimum Market Value of all or any portion of the Development Property;
- (f) an action in a district court of the State or the tax court of the State seeking a reduction in the Minimum Market Value of the Development Property;
- (g) an application to the commissioner of revenue of the State or to any local taxing jurisdiction requesting an abatement of real property taxes;

(h) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the federal government; or

(i) a transfer of the Development Property or Minimum Improvements, or any part thereof, to an entity exempt from the payment of real property taxes under State law.

The Developer shall not, prior to the Termination Date, apply for a deferral of property tax on the Development Property or the Minimum Improvements.

Section 6.2. Right to Collect Delinquent Taxes. The Developer understands that the real estate taxes on the Development Property and the Minimum Improvements must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that the Developer is also obligated at all times prior to the Termination Date by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that at all times prior to the Termination Date this obligation creates a contractual right on behalf of the Authority to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the Authority shall also be entitled to recover its reasonable out-of-pocket costs, expenses and attorney fees.

**ARTICLE VII**

**Prohibition Against Sale; Encumbrances; Indemnification**

Section 7.1. Prohibition Against Sale of Minimum Improvements. The Developer represents and agrees that its use of the Development Property and its other undertakings pursuant to the Agreement, are, and will be, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further recognizes that in view of the importance of the construction of the Minimum Improvements on the Development Property to the general welfare of New Prague, the fact that any act or transaction involving or resulting in a significant change in the identity of the Developer is of particular concern to the Authority. The Developer further recognizes that it is because of such qualifications and identity that the Authority is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed. For the foregoing reasons, the Developer represents and agrees that, prior to the issuance of the Certificate of Completion and Release of Forfeiture, there shall be no Sale of the Development Property or the Minimum Improvements by the Developer nor shall the Developer suffer any such Sale to be made, without the prior written approval of the Authority.

Section 7.2. Limitation Upon Encumbrance of Development Property. Prior to the issuance of the Certificate of Completion and Release of Forfeiture, the Developer agrees not to engage in any financing creating any mortgage or other encumbrance or lien upon the Development Property or the Minimum Improvements, whether by express agreement or operation of law, or suffer any



encumbrance or lien to be made on or attached to the Development Property or the Minimum Improvements, other than the liens or encumbrances directly and solely related to the purchase of the Development Property and the construction of the Minimum Improvements and approved by the Authority, which approval shall not be withheld or delayed unreasonably if the Authority determines that such lien or encumbrance will not threaten its security in the Development Property or the Minimum Improvements.

Section 7.3. Release and Indemnification Covenants. (a) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Authority or the governing body members, officers, agents, servants, consultants and employees thereof (the “Indemnified Parties”), and except for any breach by the Indemnified Parties of their representative’s obligations under this Agreement, the Indemnified Parties shall not be liable for and the Developer shall indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person (collectively, the “Claim”) occurring at or about or resulting from any defect in the portion of the Development Property or the Minimum Improvements owned by Developer at the time the Claim occurred.

(b) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their representative’s obligations under this Agreement, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising from the acquisition, construction, installation, ownership, maintenance and operation of the Development Property or the Minimum Improvements (collectively, the “Claim”); provided, however, notwithstanding the foregoing, the Developer’s indemnification and hold harmless shall apply only with regard to the portion of the Development Property or Minimum Improvements owned by the Developer at the time the Claim occurred.

(c) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their representations and obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements (collectively, the “Claims”) owned by the Developer at the time of the Claim.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of such entities and not of any governing body member, officer, agent, servant or employee of such entities in the individual capacity thereof.

## ARTICLE VIII

### Events of Default

Section 8.1. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

- (a) Failure by the Authority or the Developer to proceed to closing on the Development Property after compliance with or the occurrence of all conditions precedent to closing;
- (b) Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay;
- (c) Failure by the Developer to pay real estate taxes or special assessments on the Development Property and Minimum Improvements as they become due;
- (d) Appeal or challenge by the Developer or any party on its behalf of the Minimum Market Value prior to the Termination Date;
- (e) Use by the Developer or others of the Minimum Improvements for purposes other than those contemplated and permitted by this Agreement, including failure to comply with Sections 9.3 and 9.10 of this Agreement;
- (f) Transfer or Sale of the Development Property or the Minimum Improvements or any part thereof by the Developer in violation of Sections 6.1 or 7.1 of this Agreement and without the prior written permission by the Authority;
- (g) If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver; or
- (h) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the Assessment Agreement.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Suspend its performance under this Agreement, including refusing to close on the Development Property, until it receives assurances from the defaulting party, deemed adequate by

the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;

(b) Terminate or rescind this Agreement;

(c) If the default occurs prior to completion of the Minimum Improvements, the Authority may withhold the Certificate of Completion and Release of Forfeiture;

(d) If the default occurs prior to issuance of the Certificate of Completion and Release of Forfeiture, revert title in the name of the Authority pursuant to Section 8.3 of this Agreement;

(e) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement; and

(f) If the Developer's default occurs prior to the Date of Closing, the Authority may retain any and all earnest money paid by the Developer pursuant to Section 3.1 of this Agreement.

Section 8.3. Revesting Interest in the Authority Upon Happening of Event of Default Subsequent to Conveyance to Developer. Pursuant to the requirements of Minnesota Statutes, Section 469.105, subd. 6, in the event that subsequent to conveyance of the Development Property to the Developer and prior to the issuance of a Certificate of Completion and Release of Forfeiture for the Minimum Improvements:

(a) the Developer, subject to Unavoidable Delays, fails to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 30 days after written notice from the Authority to the Developer to do so; or

(b) subject to Unavoidable Delays, the Developer, after commencement of the construction of the Minimum Improvements, fails to carry out its obligations with respect to the completion of construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within 30 days after written demand from the Authority to the Developer to do so; or

(c) the Developer shall fail to pay real estate taxes or assessments on the Development Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within 30 days after written demand by the Authority to do so or such longer period, not to exceed 60 days, as may reasonably be necessary to remove said lien or encumbrance; provided, that if the Developer shall first notify the Authority of its intention to do so, it may in good faith contest any mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the

Developer provides the Authority with a bank letter of credit or other security in the amount of the lien, in a form satisfactory to the Authority, pursuant to which the bank will pay to the Authority the amount of any lien in the event the lien is finally determined to be valid or, as an alternative to such forms of security, has made a deposit with the district court in the manner provided in Minnesota Statutes, section 514.10. During the course of such contest, the Developer shall keep the Authority informed respecting the status of such defense; or

(d) there is, in violation of Sections 6.1 or 7.1 of this Agreement, any transfer of the Development Property to an entity exempt from payment of real estate taxes or any Sale of the Development Property or the Minimum Improvements or any part thereof, and such violation shall not be cured within 30 days after written demand by the Authority to the Developer;

Then the Authority shall have the right to re-enter and take possession of the Development Property and to terminate and revest in the Authority the interest of the Developer in the Development Property; provided, however, that any exercise by the Authority of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage or other encumbrance specifically and previously authorized by the Authority in writing under this Agreement or any rights or interests provided in this Agreement for the protection of the holders of an approved encumbrance.

Section 8.4. Resale of Reacquired Development Property; Disposition of Proceeds. Upon the revesting in the Authority of title to and/or possession of the Development Property or any part thereof as provided herein, the Authority shall, pursuant to its responsibilities under law, use its best efforts to sell the Development Property or part thereof as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the Authority in accordance with the uses specified for such Development Property or part thereof. During any time while the Authority has title to and/or possession of a parcel obtained by reverter, the Authority will not disturb the rights of any owner of any housing unit on such parcel. Upon resale of the Development Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Authority for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Development Property (but less any income derived by the Authority from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Development Property or part thereof (or, in the event the Development Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Authority assessing official) as would have been payable if the Development Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Development Property or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Development Property or part

thereof; and any amounts otherwise owing the Authority by the Developer and its successor or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the amount actually invested by it in making any of the subject improvements on the Development Property or part thereof.

(c) Any balance remaining after such reimbursements shall be retained by the Authority as its property.

Section 8.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in Article IX of this Agreement.

Section 8.6. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**ARTICLE IX**

**Additional Provisions**

Section 9.1. Conflict of Interests; Representatives Not Individually Liable. No officer, official, or employee of the Authority shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such officer, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests, directly or indirectly. No officer, official, or employee of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligation under the terms of this Agreement.

Section 9.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 9.3. Restrictions on Use. The Developer, for itself and its successors and assigns, agrees to devote the Property and Minimum Improvements only to such land use or uses as may be permissible under the City's land use regulations. The Developer, for itself, its successors and

assigns, acknowledges the limitations on use of the Property and the Minimum Improvements imposed by Section 469.105 of the EDA Act and agrees to comply with such restrictions.

Section 9.4. Provisions Not Merged With Deed; No Merger of Representations, Warranties. None of the provisions, representations or warranties contained in this Agreement are intended to be merged into any instruments of conveyance delivered at closing or shall be merged by reason of delivery of the Development Property Deed, but instead shall survive closing, and the parties shall be bound accordingly. The Development Property Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

- (a) in the case of the Authority: 118 Central Avenue North  
New Prague MN 56071  
Attn: Executive Director
  
- (b) in the case of the Developer: Q Five Properties, LLC  
800 6<sup>th</sup> Street NW  
New Prague, MN 56071  
Attn: Patrick G. Malay

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 9.5.

Section 9.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.7. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the Authority or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the Authority and the Developer.

Section 9.8. Release of Claims. The Developer and the Developer's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby releases and forever discharges the Authority, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, Developer consideration, execution and performance of this Agreement between the parties.

Nothing contained in this paragraph 9.8. is intended to prevent the exercise of any rights available pursuant to this Agreement.

Section 9.9. Modification and Waiver. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by both the Authority and the Developer (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

Section 9.10. Restrictions on Use. The Developer agrees that prior to the issuance of the Certificate of Completion and Release of Forfeiture, the Developer and its successors and assigns: (a) shall use the Development Property solely for the purpose of constructing and operating the Minimum Improvements pursuant to the terms of this Agreement and as defined by the definition of Use as set forth in this Agreement; (b) shall not discriminate upon the basis of race, color, creed, sex, national origin, or any other classification prohibited by law in the lease, rental, use or occupancy of any portion of the Minimum Improvements on the Development Property or any improvements erected or to be erected thereon, or any part thereof; and (c) shall otherwise comply with the restrictions on use set forth in this Agreement.

Section 9.11. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.12. Attorney Fees. Whenever any Event of Default occurs and if the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten days of written demand by the Authority, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

Section 9.13. Choice of Law and Venue; Interpretation. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement. This Agreement may be modified, amended, terminated, or waived, in whole or in part, only by a writing signed by all of the parties.

Section 9.15. No Broker. The Authority represents that it has not engaged any real estate broker in connection with the sale of the Development Property. The Developer has engaged the

services of a broker in connection with the sale of the Development Property and the Developer will be solely responsible for the costs of such broker and shall defend, indemnify and hold the Authority harmless from any claims of such broker.

Section 9.16. Specific Performance. This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement; the parties reserve all other remedies available at law or in equity.

Section 9.17. Additional Documents. The Authority and the Developer agree to cooperate with the other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.



IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

**AUTHORITY:**

**NEW PRAGUE ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument as acknowledged before me this \_\_\_\_\_ day of November, 2024, by Brent Quast and Joshua M. Tetzlaff, President and Executive Director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the New Prague Economic Development Authority.

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

**DEVELOPER:**

**Q FIVE PROPERTIES, LLC**

By: \_\_\_\_\_  
Patrick G. Malay  
Its: Chief Executive Officer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was executed this \_\_\_\_ day of November, 2024, by Patrick G. Malay, the Chief Executive Officer of Q Five Properties, LLC, a Minnesota limited liability company, on behalf of the company.

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Development Property is located in Scott County, Minnesota, and is legally described as:

Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

**EXHIBIT B**

**FORM OF QUIT CLAIM DEED**

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 2024.

THIS INDENTURE, between the New Prague Economic Development Authority, a public body corporate and politic, under the laws of the State of Minnesota, Grantor, and Q Five Properties, LLC, a Minnesota limited liability company, Grantee.

WITNESSETH, that the Grantor, in consideration of the sum of One Hundred Eighty-Four Thousand, Four Hundred Ninety-Eight and 38/100 dollars (\$184,498.38) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, quit claim and convey to the Grantee, its successors and assigns, forever, all of the tract or parcel of land lying and being in the County of Scott and State of Minnesota described as follows:

Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining, to the Grantee, its successors and assigns, forever. Subject to and together with, however, the provisions of the Permitted Encumbrances described and referred to in Exhibit A attached hereto and incorporated herein by reference, including, without limitation, the right of the Grantor upon the happening of an Event of Default under that certain Purchase and Development Agreement between Grantor and Grantee dated as of November \_\_\_\_\_, 2024, to re-enter and take possession of the Development Property and the improvements thereon and terminate the estate and all right, title and interest of the Grantee in and to the Development Property and improvements thereon, and revert in the Grantor all right, title, estate and interest of the Grantee in the Development Property and improvements thereon, free of any lien of any mortgage and other liens, except as permitted pursuant to the provisions of the Purchase and Development Agreement.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed in its behalf by its president and its executive director on \_\_\_\_\_, 2024.

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

NEW PRAGUE ECONOMIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Brent Quast and Joshua M. Tetzlaff, the president and executive director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the Economic Development Authority.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Kennedy & Graven, Chartered (SJR)  
150 South Fifth Street, Suite 700  
Minneapolis MN 55402  
(612) 337-9300

Property Tax Statements for the Property described in this instrument should be sent to:  
Q Five Properties, LLC  
800 6th Street NW  
New Prague, MN 56071  
Attn: Patrick G. Malay

**EXHIBIT A TO  
QUIT CLAIM DEED**

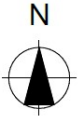
Permitted Encumbrances

1. Taxes and installments of special assessments payable in 2024 and in subsequent years.
2. Building and zoning laws; federal, state and local laws, ordinances and regulations.
3. Easements for public streets, drainage, utilities, highways and roads now existing.
4. The terms, conditions, covenants and agreements set forth in the Purchase and Development Agreement between the Grantor and Grantee named in the Deed to which this Exhibit is attached, which Purchase and Development Agreement is hereby made a part hereof by reference thereto.
5. Mortgage used to finance the purchase of the Development Property.

**EXHIBIT C**

**LIST OF PRELIMINARY PLAN DOCUMENTS**

The Minimum Improvements shall be constructed in accordance with the following preliminary plan documents:

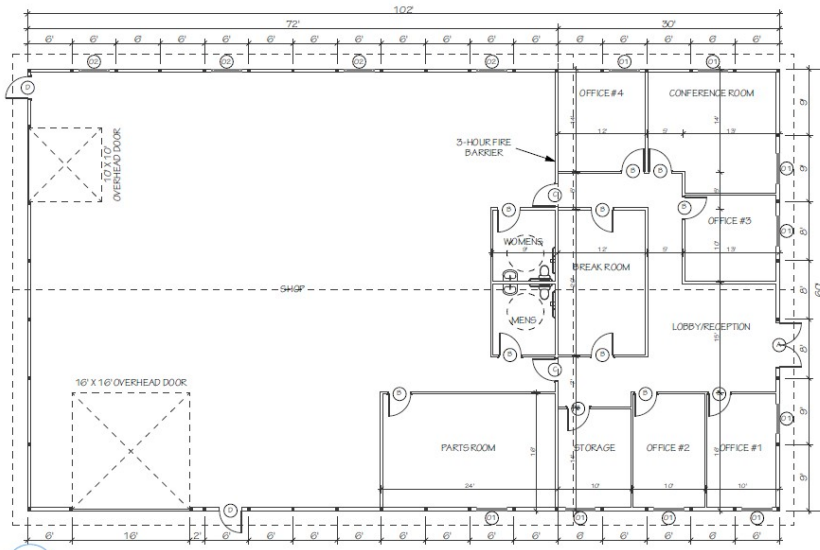


1" = 100'

© ALL DRAWINGS AND CONTENT COPYRIGHT RAM GENERAL CONTRACTING INC. CALL RAM GENERAL CONTRACTING INC. TO OBTAIN COPIES OF THIS PLAN. UNAUTHORIZED REPRODUCTION OF THESE PLANS IS A VIOLATION OF FEDERAL LAW.

<p>514 DRAWN BY: 10/2/2024 DATE: #LAW/MS/09/21 SHEET: 1</p>	<p>PROJECT NAME: Q5 Properties PROJECT LOCATION: New Prague, MN 56071 BUILDING DESCRIPTION: 60'-0" X 30'-0" X 10'-0" OFFICE 60'-0" X 72'-0" X 20'-0" SHOP DESIGN NUMBER:</p>	<p>180 Industrial Drive West, Minnesota 55186 370-462-2644 600-770-4276 www.raminc.com Contractor License Number: 2087826</p>
---	--	---

Section 3, Item b.




1  
A1 1st FLOOR PLAN  
SCALE: 3/32" = 1'-0"

SYMBOL	1"	2"	3"	4"	5"	6"
DOOR						
FINISH	400710000000	400710000000	400710000000	400710000000	400710000000	400710000000

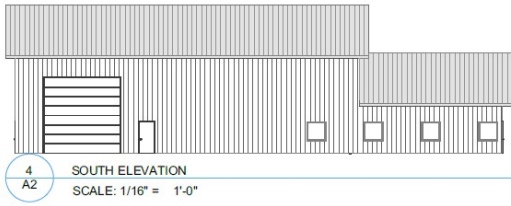
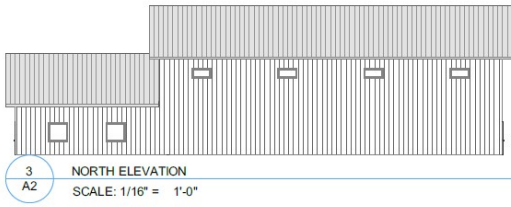
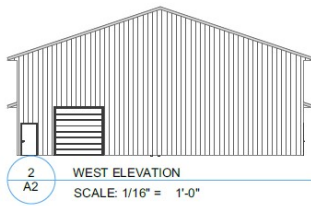
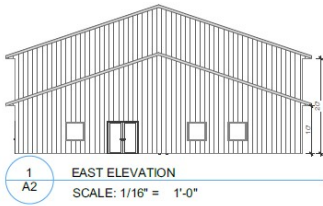
© ALL DRAWINGS AND CONTENT COPYRIGHT RAM GENERAL CONTRACTING INC.  
CALL RAM GENERAL CONTRACTING INC. TO OBTAIN COPIES OF THIS PLAN.  
UNAUTHORIZED REPRODUCTION OF THESE PLANS IS A VIOLATION OF FEDERAL LAW.

PROJECT NAME: Q5 Properties  
 PROJECT LOCATION: New Prague, MN 56071  
 BUILDING DESCRIPTION: 60'-0" X 32'-0" X 10'-0" OFFICE  
 60'-0" X 72'-0" X 20'-0" SHOP  
 DESIGN NUMBER: \_\_\_\_\_

150 Industrial Drive  
 Winnetka, Minnesota 55388  
 320-485-3444 800-714-6726  
 Fax: 320-485-3425  
 Contract License Number: 2017676







© ALL DRAWINGS AND CONTENT COPYRIGHT RAM GENERAL CONTRACTING INC.  
 CALL RAM GENERAL CONTRACTING INC. TO OBTAIN COPIES OF THIS PLAN.  
 UNAUTHORIZED REPRODUCTION OF THESE PLANS IS A VIOLATION OF FEDERAL LAW.

 <p>181 Franklin Drive                  Westborough, MA 01581                  508-336-3333 • 508-336-4278                  www.ramgc.com                  Contract Documents: 10/12/15</p>	<p>PROJECT NAME: <b>Q.5 Properties</b>                  PROJECT LOCATION: <b>New England Inn 06071</b>                  BUILDING DESCRIPTION: <b>60'-0" X 30'-0" X 10'-0" OFFICE</b>  <b>60'-0" X 72'-0" X 20'-0" SHOP</b>                  DESIGN NUMBER:</p>	<p>DRAWN BY: <b>S.A.</b>                  DATE: <b>10/22/24</b>                  SHEET: <b>2 OF 2</b></p>
--	--	---

**EXHIBIT D**  
**FORM OF**  
**CERTIFICATE OF COMPLETION**  
**AND RELEASE OF FORFEITURE**

WHEREAS, the New Prague Economic Development Authority (the “Grantor”), by a deed recorded in the office of the County Recorder in Scott County, Minnesota, as Document No. \_\_\_\_\_, has conveyed to Q Five Properties, LLC, a Minnesota limited liability company, (the “Grantee”), the following described land in County of Scott and State of Minnesota, to-wit:

Lot 5, Block 2, NEW PRAGUE BUSINESS PARK 11TH ADDITION, Scott County, Minnesota.

and

WHEREAS, said deed was executed pursuant to that certain Purchase and Development Agreement by and between the Grantor and the Grantee dated the \_\_\_\_ day of November, 2024, and recorded in the office of the County Recorder in Scott County, Minnesota, as Document No. \_\_\_\_\_, which Purchase and Development Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements; and

WHEREAS, said Grantee has performed said covenants and conditions in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Grantee has been completed and the covenants and conditions in the Purchase and Development Agreement have been performed by the Grantee therein and that the provisions for forfeiture of title and right to re-entry for breach of condition subsequent by Grantor is hereby released absolutely and forever, and the County Recorder in Scott County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements.

Dated: \_\_\_\_\_, 20\_\_.

NEW PRAGUE ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument as acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Brent Quast and Joshua M. Tetzlaff, the president and executive director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic, on behalf of the New Prague Economic Development Authority.

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



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

---

---

**MEMORANDUM**

---

---

**TO:** EDA MEMBERS  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** CONSIDER EDA SALE OF LOT 3, BLOCK 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION TO RURAL COMMUNICATIONS HOLDING CORPORATION  
**DATE:** NOVEMBER 7, 2024

---

On November 13th, 2024, the New Prague EDA will be considering the sale of land owned by the EDA in the Industrial Park to Rural Communications Holding Corporation (Bevcomm).

Specifically, the lot to be sold is Lot 3, Block 2, New Prague Business Park 11<sup>th</sup> Addition. The lot is approximately 1.97 acres in size and is proposed to be purchased for \$184,498.38 (or \$2.15 sq. ft.) as outlined in the previously approved letter of intent from back in October 2024.

They plan to construct an approximately 8,000 sq. ft. building that includes a small office area and shop/storage space. Similar to past purchase and development agreements, a provision is included that requires the building to have a 4’ wainscoting along the bottom of the building where abutting a public right of way (in this case 6<sup>th</sup> Street NW).

A public hearing is required to be held by the EDA per M.S. 469.105 prior to the sale during the EDA meeting. Following the public hearing at 7:30AM, the EDA will need to consider adopting the attached resolution Approving Sale of Land and Purchase and Development Agreement between the EDA and Rural Communications Holding Corporation.

After approval of the resolution, the matter will be forwarded to the City Council for their review and approval on November 18<sup>th</sup>, 2024.

**Staff Recommendation**

Hold the required public hearing and approve the attached resolution approving the sale of land to Rural Communications Holding Corporation.

**RESOLUTION NO. 2023 – No. 2**

**NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY  
RESOLUTION APPROVING SALE OF LAND AND PURCHASE  
AND DEVELOPMENT AGREEMENT BETWEEN THE  
AUTHORITY AND RURAL COMMUNICATIONS HOLDING COMPANY,  
A MINNESOTA CORPORATION, DBA BEVCOMM**

**WHEREAS**, the City Council (the “Council”) of the City of New Prague (the "City") has previously established the New Prague Economic Development Authority (the "Authority") which administers economic development activities in the City; and

**WHEREAS**, the Authority owns certain property within the City legally described as set forth in Exhibit A (the “Property”); and

**WHEREAS**, the Authority has received a purchase offer and development proposal from Rural Communications Holding Company, a Minnesota corporation, dba Bevcomm, having its principal office at 123 West 7th Street, Blue Earth, MN 56013 (the "Developer") for use as office, shop and warehouse space to be maintained and constructed on the Property; and

**WHEREAS**, the Developer has proposed to acquire the Property from the Authority, and in connection with that proposal the Authority has caused to be prepared a Purchase and Development Agreement between the Authority and Developer (the “Contract”) set forth in Exhibit B and incorporated herein by reference; and

**WHEREAS**, the Authority has reviewed the Contract providing for the sale of the Property and the construction of improvements to be located on the Property totaling at least \$1,200,000.00, and has concluded that the proposed sale of and improvements to the Property are consistent with and promote the goals and objectives for which the Authority was established; and

**WHEREAS**, pursuant to the Contract, the Authority agrees to convey the Property described in the Contract to the Developer for \$184,498.38, subject to certain terms and conditions; and

**WHEREAS**, the Authority has on November 13, 2024, held a public hearing pursuant to Minnesota Statutes, Section 469.105 regarding conveyance of the Property to the Developer at which all interested persons were given an opportunity to be heard; and

**WHEREAS**, the Enabling Resolution of the Authority, as amended, prohibits the Authority from selling and conveying the Property without the prior approval of the Council; and

**WHEREAS**, the Authority respectfully requests that the Council approve the land sale contemplated herein by resolution; and

**WHEREAS**, the Authority finds that conveyance of the Property to the Developer is in the public interest because it will further the objectives of the Authority and City; and

**WHEREAS**, the Authority has reviewed the Contract and finds, subject to the approval of the Council, that the execution thereof by the Authority and performance of the Authority’s obligations thereunder are in the best interest of the Authority, the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the New Prague Economic Development Authority (the “Commissioners”) that the above-referenced recitals are incorporated herein to this Resolution.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that the Authority approves the conveyance of the Property to the Developer, subject to the approval of the Council and subject to satisfaction of all terms and conditions of the Contract, and authorizes and directs the President and Executive Director to execute the Contract, deed and related documents necessary to carry out such real estate transaction.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that subject to the approval of the Council of the sale of the Property, the Authority hereby approves the Contract, including all necessary accompanying documents or agreements included therein, in substantially the form presented to the Authority on this date, subject to modifications that do not materially alter the Authority's rights and obligations under the Contract and that are approved by the Authority's President and Executive Director, which approvals shall be conclusively evidenced by execution of the Contract.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Commissioners that the proper Authority officials are authorized to execute the Contract and take any and all other steps necessary or convenient in order to carry out the Authority's obligations under the Contract.

**NOW, THEREFORE, BE IT FINALLY RESOLVED** by the Commissioners that Authority and City staff and consultants are hereby directed to take all appropriate action and to prepare any appropriate documents to facilitate the directives of the Authority as provided in this Resolution.

Adopted this 13<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Brent Quast, President

ATTEST:

\_\_\_\_\_  
Joshua M. Tetzlaff, Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 3, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION, Scott County, Minnesota.

**EXHIBIT B**  
**PURCHASE AND DEVELOPMENT AGREEMENT**  
**[Insert Purchase and Development Agreement]**



---

---

**PURCHASE AND DEVELOPMENT AGREEMENT**

**By and Between**

**NEW PRAGUE ECONOMIC DEVELOPMENT AUTHORITY**

**and**

**RURAL COMMUNICATIONS HOLDING CORPORATION, A MINNESOTA  
CORPORATION, DBA BEVCOMM**

---

---

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**TABLE OF CONTENTS**

**PAGE**

PREAMBLE..... 1

ARTICLE I

Definitions

Section 1.1. Definitions ..... 1  
Section 1.2. Exhibits ..... 3  
Section 1.3. Rules of Interpretation ..... 3  
Section 1.4. Incorporation of Recitals and Exhibits ..... 3

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the Authority ..... 3  
Section 2.2. Representations and Warranties by the Developer ..... 4  
Section 2.3. Representations Ongoing ..... 4

ARTICLE III

Conveyance of Development Property

Section 3.1. Conveyance of the Development Property ..... 5  
Section 3.2. Condition of Title ..... 5  
Section 3.3. Financing ..... 6  
Section 3.4. Representations..... 6  
Section 3.5. Conditions Precedent to Conveyance..... 8  
Section 3.6. [Intentionally Omitted]..... 8  
Section 3.7. Closing; Delivery and Recording ..... 8  
Section 3.8. Attorney Costs..... 9

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements..... 10  
Section 4.2. Construction Plans..... 10  
Section 4.3. Commencement and Completion of Construction..... 10  
Section 4.4. Certificate of Completion and Release of Forfeiture ..... 11  
Section 4.5. Reconstruction of Improvements ..... 11

PAGE

ARTICLE V

Insurance

Section 5.1.	Required Insurance .....	12
Section 5.2	Evidence of Insurance .....	13

ARTICLE VI

Collection of Taxes

Section 6.1.	Taxes .....	13
Section 6.2.	Right to Collect Delinquent Taxes .....	14

ARTICLE VII

Prohibition Against Sale; Encumbrances; Indemnification

Section 7.1.	Prohibition Against Sale of Minimum Improvements.....	14
Section 7.2.	Limitation Upon Encumbrance of Development Property .....	15
Section 7.3.	Release and Indemnification Covenants .....	15

ARTICLE VIII

Events of Default

Section 8.1.	Events of Default Defined.....	16
Section 8.2.	Remedies on Default .....	17
Section 8.3.	Revesting Interest in the Authority Upon Happening of Event of Default	17
	Subsequent to Conveyance to Developer.....	17
Section 8.4	Resale of Reacquired Development Property; Disposition of Proceeds .....	18
Section 8.5.	No Remedy Exclusive .....	19
Section 8.6.	No Additional Waiver Implied by One Waiver.....	19

ARTICLE IX

Additional Provisions

Section 9.1.	Conflict of Interests; Representatives Not Individually Liable .....	20
Section 9.2.	Equal Employment Opportunity .....	20
Section 9.3.	Restrictions on Use.....	20
Section 9.4.	Provisions Not Merged With Deed; No Merger of Representations, Warranties ...	20
Section 9.5.	Notices and Demands .....	20
Section 9.6.	Counterparts.....	21
Section 9.7.	Disclaimer of Relationships .....	21
Section 9.8.	Release of Claims .....	21
Section 9.9.	Modification and Waiver.....	21
Section 9.10.	Restrictions on Use.....	21

Section 9.11. Titles of Articles and Sections..... 21  
Section 9.12. Attorney Fees..... 22  
Section 9.13. Choice of Law and Venue; Interpretation..... 22  
Section 9.14. Entire Agreement..... 22  
Section 9.15. No Broker ..... 22  
Section 9.16. Specific Performance..... 22  
Section 9.17. Additional Documents..... 22

TESTIMONIUM..... 23  
SIGNATURES .....23-24

EXHIBIT A LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY  
EXHIBIT B FORM OF QUIT CLAIM DEED  
EXHIBIT C LIST OF PRELIMINARY PLAN DOCUMENTS  
EXHIBIT D FORM OF CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

**PURCHASE AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of November, 2024, by and between the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, having its principal office at 118 Central Avenue North, New Prague, MN 56071 (the “Authority”) and Rural Communications Holding Company, a Minnesota corporation, dba Bevcomm, having its principal office at 123 West 7<sup>th</sup> Street, Blue Earth, MN 56013 (the “Developer”).

WITNESSETH:

WHEREAS, the Authority believes that the sale and development of land pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of New Prague and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements has been undertaken.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations contained herein, the Authority and the Developer hereby covenant and agree with the other as follows:

**ARTICLE I**

**Definitions**

Section 1.1. Definitions. In this Agreement, the following terms shall have the meanings given unless a different meaning clearly appears from the context:

“Act” means the Authority Development Districts Act, Minnesota Statutes, sections 469.124 through 469.134, as amended.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Authority” means the New Prague Economic Development Authority.

“Certificate of Completion and Release of Forfeiture” means the certificate, in the form contained in Exhibit D attached hereto, which will be provided to the Developer pursuant to Article IV of this Agreement.

“City” means the city of New Prague, a municipal corporation under the laws of Minnesota.

“Construction Plans” means the final plans for construction of the Minimum Improvements to be submitted by the Developer and approved by the Authority.

“County” means Scott County, Minnesota.

“Date of Closing” means the date set forth in Section 3.7 of this Agreement or the actual date upon which the conveyance of the Development Property closes.

“Developer” means Rural Communications Holding Company, a Minnesota corporation, dba Bevcomm.

“Development Property” means the real property upon which the Minimum Improvements will be constructed, which property is legally described in Exhibit A attached hereto.

“Development Property Deed” means the quit claim deed in the form attached hereto as Exhibit B, by which the Authority will convey the Development Property to the Developer.

“EDA Act” or “Economic Development Authority Act” means Minnesota Statutes, sections 469.090 through 469.1081, as amended.

“Event of Default” means an action by the Developer or the Authority listed in Article IX of this Agreement.

“Minimum Improvements” means devoting the Development Property to its intended Use and construction of approximately an 8,000 square foot building and facilities for use as office, shop and warehouse space as identified and set forth in Exhibit C and constructed in accordance with the Construction Plans submitted to and approved by the Authority. After completion of the Minimum Improvements, the term shall mean the Development Property as improved by the Minimum Improvements.

“Minimum Market Value” means a market value for real estate tax purposes of at least \$1,200,000.00 with respect to the Development Property and Minimum Improvements as of January 1, 2026, for taxes payable beginning in 2027.

“Preliminary Plans” means, collectively, the plans, drawings and specifications for the construction of the Minimum Improvements which are listed on Exhibit C attached hereto.

“Sale” means any sale, conveyance, lease, exchange, forfeiture, or other transfer of the Developer's interest in the Minimum Improvements or the Development Property, whether voluntary or involuntary. A mortgage used to finance the purchase of the Development Property is excluded as a Sale.

“State” means the state of Minnesota.

“Termination Date” means one year from the Date of Closing or the date of the Certificate of Completion issued by the Authority, whichever comes first.

“Unavoidable Delays” means delays which are the direct result of unanticipated adverse weather conditions; strikes or other labor troubles; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; or, except those of the Authority reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit which directly result in delays in construction of the Minimum Improvements.

“Use” means the Developer devoting the Development Property to its intended use, with such use including, but not limited to, office, shop and warehouse space, or to any or all lawful business operations, with applicable or appropriate licenses obtained, if needed.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

- Exhibit A. Legal description of the Development Property
- Exhibit B. Form of Quit Claim Deed
- Exhibit C. List of Preliminary Plan Documents
- Exhibit D. Form of Certificate of Completion and Release of Forfeiture

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 1.4. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

**ARTICLE II**

**Representations and Warranties**

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic under the laws of Minnesota. The Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The persons executing this Agreement and related agreements and documents on behalf of the Authority have the authority to do so and to bind the Authority by their actions.

(c) The Authority has received no notice or communication from any local, State or federal official that the activities of the Developer or the Authority in the Development District may be or will be in violation of any environmental law or regulation. The Authority is aware of no facts the existence of which would cause it to be in violation of any local, State or federal environmental law, regulation or review procedure.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Developer is a Minnesota corporation, duly organized and in good standing under the laws of Minnesota and is not in violation of any provisions of its articles of incorporation or by-laws. The Developer has the power to enter into this Agreement and carry out its obligations hereunder. The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(b) In the event the Development Property is conveyed to the Developer, the Developer, or assigns, will construct, operate and maintain the Minimum Improvements on the Development Property in substantial accordance with the terms of this Agreement, the Construction Plans and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws regulations.

(c) The Developer will apply for and use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, the requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions or any restriction or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) The Developer represents that there is no business subsidy provided by the Authority because the Developer is purchasing the Development Property at fair market value.

Section 2.3. Representations Ongoing. The representations and warranties set forth in this Article II shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.



**ARTICLE III**

**Conveyance of Development Property**

Section 3.1. Conveyance of the Development Property. In order to facilitate the financial feasibility of the development of the Development Property and in consideration of the Developer's fulfillment of its covenants and obligations under this Agreement to construct the Minimum Improvements, and subject to the conditions precedent to closing outlined in Section 3.5 and the contingencies to Closing outlined in Section 3.6 of this Agreement, the Authority agrees to sell the Development Property to the Developer for One Hundred Eighty-Four Thousand, Four Hundred Ninety-Eight and 38/100 dollars (\$184,498.38).

The Developer has paid to the Authority on or before November 18th, 2024, earnest money in the amount of \$9,224.92 (5% of the purchase price) which shall be credited to the Developer at the time of closing. The Authority agrees to convey title and possession of the Development Property to the Developer by quit claim deed in the form attached hereto as Exhibit B. The conveyance of the Development Property and the Developer's use of the Development Property shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement and the Development Property Deed. The conveyance of title to the Development Property and the Developer's use of the Development Property shall also be subject to the building and zoning laws and ordinances and all other City, State and federal laws and regulation, easements and rights of way.

Section 3.2. Condition of Title. Within fourteen (14) days of the date of this Agreement, the Authority agrees to submit to the Developer a commitment for title insurance regarding the Development Property. The Developer shall have twenty (20) days after delivery of the commitment to examine same and to make any objections concerning the condition of title regarding the Development Property. Objections to the condition of title shall be made in writing and addressed to the Authority. Failure on the part of the Developer to make objections within twenty (20) days shall constitute a waiver of same and of the Developer's right to object to the condition of title. If the Developer provides written objections to title, the Authority shall have forty-five (45) days thereafter to cure the defects cited by the Developer or to inform the Developer in writing that the Authority cannot or will not cure said defects. If there are no defects in title to which the Developer objects in writing or the Developer fails to object in a timely manner or if the Authority cures the defects within the prescribed period, the parties will proceed to closing. If there are defects in title to which the Developer has objected in a timely manner and which the Authority cannot or will not cure, the Developer may terminate this Agreement at its option within ten (10) days of notice from the Authority of its inability or unwillingness to cure. The Authority shall have no obligation to cure any defects in the title of the Development Property. If the Developer chooses to terminate this Agreement pursuant to this Section 3.2, the Developer agrees to execute a quit claim deed regarding the Development Property in favor of the Authority and the Authority shall refund to the Developer all earnest money and deposits received. Thereafter the parties shall have no further obligation towards one another with regard to this Agreement or the Development Property. The Developer may also choose to proceed to closing on the Development Property and take title subject to the defect. Notwithstanding any other provision herein to the contrary, if the Developer proceeds to closing within less than the time periods set forth herein for receipt of a

commitment for title insurance and objection to title defects, such action shall be deemed to be a waiver by the Developer of its right to examine and object to the condition of title of the Development Property.

Section. 3.3. Financing. Before conveyance of the Development Property by the Authority, the Developer agrees to submit to the Authority evidence of a commitment for financing which is adequate, in the Authority’s sole opinion, for the construction of the Minimum Improvements. If the Authority finds that the financing complies with the terms of this Section 3.3 and is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, the Authority shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld. If the Authority rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection and the Developer shall have 30 days thereafter to submit a commitment for additional or alternate financing acceptable to the Authority. If the Developer fails to submit a commitment for financing acceptable to the Authority within said period of time or any additional period to which the Authority may agree, the Authority may notify the Developer of its failure to comply with the requirement of this Section 3.3 and may terminate this Agreement at its sole discretion.

Section 3.4. Representations.

(a) The Authority makes the following representations and disclosures regarding the Development Property:

1. The Authority has conducted a Phase I environmental study regarding the Development Property. Such report is available to the Developer upon request.
2. The Authority has conducted a geotechnical survey of the Development Property. Such report is available to the Developer upon request.
3. The Authority has conducted a wetland delineation of the Development Property. Such report is available to the Developer upon request.
4. The Authority has conducted a topographical survey of the Development Property. Such report is available to the Developer upon request.
5. The Authority represents that primary electric distribution infrastructure is installed and is available to the Development Property.
6. The Authority represents that it will be constructing storm sewer service facilities across the northern edge of the Development Property for hook-up by the Developer.
7. The Authority represents that it has surveyed and platted the Development Property. The plat of NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION identifying the property lines for the Development Property is available to the Developer upon request.

The Developer has 30 days to review the documents noted above in this Section 3.4(a) and to make any objections, or any objections shall be deemed waived.

(b) Other than as represented herein by the Authority, the Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or its fitness for its intended use and for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property.

(c) After execution of this Agreement and within thirty (30) days thereafter, the Developer may notify the Authority of its desire to undertake tests and inspections of the Development Property regarding the presence of pollution, contamination or hazardous substances on the Development Property and the suitability of the soils for the Developer's intended purposes. The Developer, and person or persons selected by Developer shall be permitted access to the Development Property for the purpose of conducting such studies and investigations of the Development Property as Developer deems appropriate, which studies and investigations shall be conducted at Developer's sole expense and pursuant to any other terms and conditions of this Agreement. Developer agrees to indemnify the Authority against any liability, cost or expense incurred by the Authority as a result of Developer's actions, including but not limited to fines, court costs, reasonable attorneys' fees and remedial costs. Such studies may include without limitation, physically inspecting the Development Property, conducting soil tests, and reviewing the Authority's records concerning the Development Property which records shall be made reasonably available to Developer within ten (10) days after execution of this Agreement, including prior studies, investigations and surveys, if any, in the Authority's possession.

(d) Other than as represented herein by the Authority, the Developer acquires the Development Property "as is." After execution of this Agreement and within thirty (30) days thereafter, the Developer may notify the Authority of its desire to undertake tests and inspections of the Development Property regarding the presence of pollution, contamination or hazardous substances on the Development Property and the suitability of the soils for the Developer's intended purposes, which studies and investigations shall be conducted at Developer's sole expense and pursuant to any other terms and conditions of this Agreement. In the event that the Developer, following such tests and inspections, determines in its sole judgment that the condition of the Development Property is unsuitable for its intended use and for construction of the Minimum Improvements, the Developer may terminate this Agreement and return the Development Property to its condition prior to undertaking such tests and inspections. Regardless of whether the Developer avails itself of the right to conduct tests and inspections on the Development Property pursuant to this Section 3.4, after closing the Authority shall have no obligation or liability to the Developer for any unsuitability with respect to the soil conditions or the presence of any pollution, contamination or hazardous substances on the Development Property. Notwithstanding any other provision herein to the contrary, if the Developer proceeds to closing within less than the period of time allowed in this Section 3.4 for testing, such action shall be deemed to be a waiver by the Developer of its right to test on the Development Property.

(e) The Authority does not know of any wells on the Development Property, and will so certify in the deed conveying the Development Property to the Developer.

Section 3.5. Conditions Precedent to Conveyance. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to convey the Development Property to the Developer until the following conditions precedent have been satisfied:

(a) The Developer has submitted a commitment or other evidence of financing which is adequate, in the Authority's sole discretion, to fully finance construction of the Minimum Improvements;

(b) The Developer has submitted and the Authority has approved the Construction Plans;

(c) The Authority has held a public hearing and fulfilled all requirements of Minnesota Statutes, Section 469.105;

(d) There has been no Event of Default on the part of the Developer which has not been cured;

(e) The Authority has received approval from the City of New Prague City Council for the sale of the Development Property as contemplated in this Agreement; and

(f) All of the above condition precedents shall occur within the time frame established in Section 3.7 of this Agreement, unless extended by the Developer and the Authority. If such extension is not obtained, all earnest money and deposits shall be returned to the Developer within ten (10) days thereafter.

Section 3.6. Intentionally Omitted.

Section 3.7. Closing; Delivery and Recording. (a) Subject to the substantial satisfaction of all of the terms and conditions contained in this Agreement which must be satisfied prior to the Authority's conveyance of the Development Property to the Developer, the Authority shall execute and deliver the Development Property Deed to the Developer at closing. Closing shall occur on the Date of Closing which shall be the earlier of December 31st, 2024, or as soon thereafter as reasonably practicable, or as determined by the parties. The Developer shall have possession of the Development Property upon the Date of Closing. Closing shall be at the offices of the City, 118 Central Avenue North, New Prague, MN 56071 or such other location to which the parties may agree. Prior to closing, the Authority shall submit to the Developer a copy of the Development Property Deed and other closing documents for review. The Development Property Deed shall be in recordable form and shall be recorded among the County land records.

- (b) On the Date of Closing, the Developer shall be responsible for and pay:
- (1) the cost of recording the Development Property Deed and this Agreement;
  - (2) all fees associated with obtaining the commitment for title insurance and the policy of title insurance;

- (3) the cost of copies of all additional title documents necessary for the examination of title;
  - (4) for any documents related to or in connection with the financing of the Development Property, including but not limited to, recording fees and mortgage registration tax;
  - (5) one-half of the title company closing fees, if any; and
  - (6) all of the Developers' attorney's fees.
- (c) On the Date of Closing, the Authority shall be responsible for and pay:
- (1) transfer taxes, including State deed tax, to allow the Developer to record the Development Property Deed;
  - (2) costs of recording any instruments used to clear title encumbrances;
  - (3) one-half of the title company closing fees, if any; and
  - (4) all of the Authority's attorney's fees.
- (d) On the Date of Closing, the following costs will be paid on a pro rata basis in the year of closing between the Authority and the Developer:
- (1) utilities furnished to the Development Property; and
  - (2) real estate taxes and special assessments, if any.

Section 3.8. Attorney Costs. The Developer shall pay its own costs to prepare and review this Agreement and any other legal fees associated with the Development Property that are the responsibility of the Developer. The Authority shall pay its own costs to prepare and review this Agreement and any other legal fees associated with the Development Property that are the responsibility of the Authority.

## ARTICLE IV

### Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and at all times prior to the Termination Date will devote the Development Property to its intended Use and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept in good repair and condition. The Developer recognizes that it is because the Developer has agreed will to devote the Development Property to its intended Use and to construct the Minimum Improvements that the

Authority is willing to sell the Development Property to the Developer. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the Authority and possibly other governmental agencies and review board of the Industrial Park and agrees to submit all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Construction Plans. (a) Within ninety (90) days after execution of this Agreement, the Developer shall submit dated Construction Plans to the Authority. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in substantial conformity with the Preliminary Plans and this Agreement. The Authority will approve the Construction Plans if they (1) conform to the Preliminary Plans listed in Exhibit C attached hereto; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; (5) if there has occurred no uncured Event of Default on the part of the Developer. No approval by the Authority shall relieve the Developer of the obligation to comply with the terms of this Agreement, the terms of any applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. No approval by the Authority shall constitute a waiver of an Event of Default.

(b) If the Developer desires to make any change in the Construction Plans after their approval by the Authority, including any change to the design or materials of the Minimum Improvements or any other change which would also require review or reapproval under any applicable code, ordinance or regulation, the Developer shall submit the proposed change to the Authority for its approval. If the proposed change conforms to the requirements of this section 4.2 with respect to the original Construction Plans or is otherwise acceptable to the Authority, the Authority shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the written notice of such change from the Developer.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements no later than thirty (30) days from the Date of Closing. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Minimum Improvements no later than twelve (12) months from the Date of Closing. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans. The Developer shall make such reports to the Authority regarding construction of the Minimum Improvements as the Authority deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements.

Section 4.4. Certificate of Completion and Release of Forfeiture. (a) After substantial completion of the Minimum Improvements in accordance with the Construction Plans and all terms of this Agreement, the Authority will furnish the Developer with a Certificate of Completion and Release of Forfeiture in the form of Exhibit D hereto. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this

Agreement and in the Development Property Deed with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof. The Certificate of Completion and Release of Forfeiture shall only be issued after issuance of a certificate of occupancy by the City.

(b) The Certificate of Completion and Release of Forfeiture provided for in this section 4.4 shall be in such form as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the Authority shall refuse or fail to provide such certification in accordance with the provisions of this section 4.4, the Authority shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default of a material term of this Agreement, and what measures or acts will be necessary, in the opinion of the Authority, for the Developer to take or perform in order to obtain such certification.

Section 4.5. Reconstruction of Improvements. If the Minimum Improvements are damaged or destroyed before or after completion thereof and issuance of a Certificate of Completion and Release of Forfeiture, but before the Termination Date, the Developer agrees, for itself and its successors and assigns, to reconstruct the Minimum Improvements to a value at least equal to the Minimum Market Value within one year of the date of the damage or destruction. No delay or failure by the Developer or any successor or assign to reconstruct the Minimum Improvements as required by this Section 4.5 shall alter or limit the Developer's obligations under this Agreement, which shall remain in full force and effect until the Termination Date. The Minimum Improvements shall be reconstructed in accordance with the approved Construction Plans, or such modifications thereto as may be requested by the Developer and approved by the Authority in accordance with Section 4.2 of this Agreement. The Developer's obligation to reconstruct the Minimum Improvements pursuant to this Section 4.5 shall end on the Termination Date.

**ARTICLE V**

**Insurance**

Section 5.1. Required Insurance. (a) The Developer agrees to provide and maintain at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the Authority, furnish the Authority with proof of payment of premiums on:

- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy;
- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and

property damage of not less than \$1,000,000 for each occurrence (to accomplish the above - required limits, an umbrella excess liability policy may be used); and

- (iii) Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the Authority and shall be placed with financially sound and reputable insurers licensed to transact business in Minnesota. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than sixty (60) days' advance written notice to the Authority in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Minimum Improvements, and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the Authority shall furnish proof of the payment of premiums on, insurance as follows:

- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, heating system explosion, water damage, demolition cost, debris removal, collapse and flood, in an amount not less than the full insurable replacement value of the Minimum Improvements or the Minimum Market Value, whichever is greater. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of coinsurance provisions or otherwise, without the prior consent thereto in writing by the Authority. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements and shall be determined from time to time at the request of the Authority, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the Authority; and

- (ii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

Section 5.2. Evidence of Insurance. All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. The Developer agrees to deposit annually with the Authority copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel nor materially modify it without giving written notice to the Developer and the Authority at least sixty (60) days before the cancellation or modification becomes effective



(ten (10) days for non-payment of premium). Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the Authority evidence satisfactory to the Authority that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms of this Agreement. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

**ARTICLE VI**

**Collection of Taxes**

Section 6.1. Taxes. The Developer agrees that prior to the Termination Date: (1) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (2) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (3) it will not cause a reduction in the Minimum Market Value paid in respect of the Minimum Improvements through:

- (a) willful destruction of the Minimum Improvements or any part thereof;
- (b) willful refusal to reconstruct damaged or destroyed property pursuant to section 4.5 of this Agreement;
- (c) a request to the County assessor to reduce the Minimum Market Value of all or any portion of the Minimum Improvements;
- (d) a petition to the board of equalization of the County to reduce the Minimum Market Value of all or any portion of the Development Property;
- (e) a petition to the board of equalization of the State or the commissioner of revenue of the State to reduce the Minimum Market Value of all or any portion of the Development Property;
- (f) an action in a district court of the State or the tax court of the State seeking a reduction in the Minimum Market Value of the Development Property;
- (g) an application to the commissioner of revenue of the State or to any local taxing jurisdiction requesting an abatement of real property taxes;
- (h) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the federal government; or

(i) a transfer of the Development Property or Minimum Improvements, or any part thereof, to an entity exempt from the payment of real property taxes under State law.

The Developer shall not, prior to the Termination Date, apply for a deferral of property tax on the Development Property or the Minimum Improvements.

Section 6.2. Right to Collect Delinquent Taxes. The Developer understands that the real estate taxes on the Development Property and the Minimum Improvements must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that the Developer is also obligated at all times prior to the Termination Date by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that at all times prior to the Termination Date this obligation creates a contractual right on behalf of the Authority to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the Authority shall also be entitled to recover its reasonable out-of-pocket costs, expenses and attorney fees.

**ARTICLE VII**

**Prohibition Against Sale; Encumbrances; Indemnification**

Section 7.1. Prohibition Against Sale of Minimum Improvements. The Developer represents and agrees that its use of the Development Property and its other undertakings pursuant to the Agreement, are, and will be, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further recognizes that in view of the importance of the construction of the Minimum Improvements on the Development Property to the general welfare of New Prague, the fact that any act or transaction involving or resulting in a significant change in the identity of the Developer is of particular concern to the Authority. The Developer further recognizes that it is because of such qualifications and identity that the Authority is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed. For the foregoing reasons, the Developer represents and agrees that, prior to the issuance of the Certificate of Completion and Release of Forfeiture, there shall be no Sale of the Development Property or the Minimum Improvements by the Developer nor shall the Developer suffer any such Sale to be made, without the prior written approval of the Authority.

Section 7.2. Limitation Upon Encumbrance of Development Property. Prior to the issuance of the Certificate of Completion and Release of Forfeiture, the Developer agrees not to engage in any financing creating any mortgage or other encumbrance or lien upon the Development Property or the Minimum Improvements, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Development Property or the Minimum Improvements, other than the liens or encumbrances directly and solely related to the purchase of the Development Property and the construction of the Minimum Improvements and approved by the

Authority, which approval shall not be withheld or delayed unreasonably if the Authority determines that such lien or encumbrance will not threaten its security in the Development Property or the Minimum Improvements.

Section 7.3. Release and Indemnification Covenants. (a) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Authority or the governing body members, officers, agents, servants, consultants and employees thereof (the “Indemnified Parties”), and except for any breach by the Indemnified Parties of their representative’s obligations under this Agreement, the Indemnified Parties shall not be liable for and the Developer shall indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person (collectively, the “Claim”) occurring at or about or resulting from any defect in the portion of the Development Property or the Minimum Improvements owned by Developer at the time the Claim occurred.

(b) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their representative’s obligations under this Agreement, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising from the acquisition, construction, installation, ownership, maintenance and operation of the Development Property or the Minimum Improvements (collectively, the “Claim”); provided, however, notwithstanding the foregoing, the Developer’s indemnification and hold harmless shall apply only with regard to the portion of the Development Property or Minimum Improvements owned by the Developer at the time the Claim occurred.

(c) Except for any misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their representations and obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements (collectively, the “Claims”) owned by the Developer at the time of the Claim.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of such entities and not of any governing body member, officer, agent, servant or employee of such entities in the individual capacity thereof.

**ARTICLE VIII**

**Events of Default**

Section 8.1. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

- (a) Failure by the Authority or the Developer to proceed to closing on the Development Property after compliance with or the occurrence of all conditions precedent to closing;
- (b) Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay;
- (c) Failure by the Developer to pay real estate taxes or special assessments on the Development Property and Minimum Improvements as they become due;
- (d) Appeal or challenge by the Developer or any party on its behalf of the Minimum Market Value prior to the Termination Date;
- (e) Use by the Developer or others of the Minimum Improvements for purposes other than those contemplated and permitted by this Agreement, including failure to comply with Sections 9.3 and 9.10 of this Agreement.
- (f) Transfer or Sale of the Development Property or the Minimum Improvements or any part thereof by the Developer in violation of Sections 6.1 or 7.1 of this Agreement and without the prior written permission by the Authority;
- (g) If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver; or
- (h) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the Assessment Agreement;

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Suspend its performance under this Agreement, including refusing to close on the Development Property, until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;
- (b) Terminate or rescind this Agreement;
- (c) If the default occurs prior to completion of the Minimum Improvements, the Authority may withhold the Certificate of Completion and Release of Forfeiture;

(d) If the default occurs prior to issuance of the Certificate of Completion and Release of Forfeiture, revest title in the name of the Authority pursuant to Section 8.3 of this Agreement;

(e) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement; and

(f) If the Developer's default occurs prior to the Date of Closing, the Authority may retain any and all earnest money paid by the Developer pursuant to Section 3.1 of this Agreement.

Section 8.3. Revesting Interest in the Authority Upon Happening of Event of Default Subsequent to Conveyance to Developer. Pursuant to the requirements of Minnesota Statutes, Section 469.105, subd. 6, in the event that subsequent to conveyance of the Development Property to the Developer and prior to the issuance of a Certificate of Completion and Release of Forfeiture for the Minimum Improvements:

(a) the Developer, subject to Unavoidable Delays, fails to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 30 days after written notice from the Authority to the Developer to do so; or

(b) subject to Unavoidable Delays, the Developer, after commencement of the construction of the Minimum Improvements, fails to carry out its obligations with respect to the completion of construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within 30 days after written demand from the Authority to the Developer to do so; or

(c) the Developer shall fail to pay real estate taxes or assessments on the Development Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within 30 days after written demand by the Authority to do so or such longer period, not to exceed 60 days, as may reasonably be necessary to remove said lien or encumbrance; provided, that if the Developer shall first notify the Authority of its intention to do so, it may in good faith contest any mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the Authority with a bank letter of credit or other security in the amount of the lien, in a form satisfactory to the Authority, pursuant to which the bank will pay to the Authority the amount of any lien in the event the lien is finally determined to be valid or, as an alternative to such forms of security, has made a deposit with the district court in the manner provided in Minnesota Statutes, section 514.10. During the course of such contest, the Developer shall keep the Authority informed respecting the status of such defense; or

(d) there is, in violation of Sections 6.1 or 7.1 of this Agreement, any transfer of the Development Property to an entity exempt from payment of real estate taxes or any Sale of the Development Property or the Minimum Improvements or any part thereof, and such violation shall not be cured within 30 days after written demand by the Authority to the Developer;

Then the Authority shall have the right to re-enter and take possession of the Development Property and to terminate and revest in the Authority the interest of the Developer in the Development Property; provided, however, that any exercise by the Authority of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage or other encumbrance specifically and previously authorized by the Authority in writing under this Agreement or any rights or interests provided in this Agreement for the protection of the holders of an approved encumbrance.

Section 8.4. Resale of Reacquired Development Property; Disposition of Proceeds. Upon the revesting in the Authority of title to and/or possession of the Development Property or any part thereof as provided herein, the Authority shall, pursuant to its responsibilities under law, use its best efforts to sell the Development Property or part thereof as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the Authority in accordance with the uses specified for such Development Property or part thereof. During any time while the Authority has title to and/or possession of a parcel obtained by reverter, the Authority will not disturb the rights of any owner of any housing unit on such parcel. Upon resale of the Development Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Authority for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Development Property (but less any income derived by the Authority from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Development Property or part thereof (or, in the event the Development Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Authority assessing official) as would have been payable if the Development Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Development Property or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Development Property or part thereof; and any amounts otherwise owing the Authority by the Developer and its successor or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the amount actually invested by it in making any of the subject improvements on the Development Property or part thereof.

(c) Any balance remaining after such reimbursements shall be retained by the Authority as its property.

Section 8.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in Article IX of this Agreement.

Section 8.6. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE IX

### Additional Provisions

Section 9.1. Conflict of Interests; Representatives Not Individually Liable. No officer, official, or employee of the Authority shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such officer, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests, directly or indirectly. No officer, official, or employee of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligation under the terms of this Agreement.

Section 9.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 9.3. Restrictions on Use. The Developer, for itself and its successors and assigns, agrees to devote the Property and Minimum Improvements only to such land use or uses as may be permissible under the City's land use regulations. The Developer, for itself, its successors and assigns, acknowledges the limitations on use of the Property and the Minimum Improvements imposed by Section 469.105 of the EDA Act and agrees to comply with such restrictions.

Section 9.4. Provisions Not Merged With Deed; No Merger of Representations, Warranties. None of the provisions, representations or warranties contained in this Agreement are intended to be merged into any instruments of conveyance delivered at closing or shall be merged by reason of delivery of the Development Property Deed, but instead shall survive closing, and the parties shall be bound accordingly. The Development Property Deed shall not be deemed to affect

or impair the provisions and covenants of this Agreement.

Section 9.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

- (a) in the case of the Authority: 118 Central Avenue North  
New Prague MN 56071  
Attn: Executive Director
  
- (b) in the case of the Developer: Rural Communications Holding Company,  
dba Bevcomm  
123 West 7th Street  
Blue Earth, MN 56013  
Attn: William Eckles

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 9.5.

Section 9.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.7. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the Authority or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the Authority and the Developer.

Section 9.8. Release of Claims. The Developer and the Developer’s attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors and assigns, hereby releases and forever discharges the Authority, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, Developer consideration, execution and performance of this Agreement between the parties. Nothing contained in this paragraph 9.8. is intended to prevent the exercise of any rights available pursuant to this Agreement.

Section 9.9. Modification and Waiver. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by both the Authority and the Developer (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the



circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

Section 9.10. Restrictions on Use. The Developer agrees that prior to the issuance of the Certificate of Completion and Release of Forfeiture, the Developer and its successors and assigns: (a) shall use the Development Property solely for the purpose of constructing and operating the Minimum Improvements pursuant to the terms of this Agreement and as defined by the definition of Use as set forth in this Agreement; (b) shall not discriminate upon the basis of race, color, creed, sex, national origin, or any other classification prohibited by law in the lease, rental, use or occupancy of any portion of the Minimum Improvements on the Development Property or any improvements erected or to be erected thereon, or any part thereof; and (c) shall otherwise comply with the restrictions on use set forth in this Agreement.

Section 9.11. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.12. Attorney Fees. Whenever any Event of Default occurs and if the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten days of written demand by the Authority, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

Section 9.13. Choice of Law and Venue; Interpretation. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement. This Agreement may be modified, amended, terminated, or waived, in whole or in part, only by a writing signed by all of the parties.

Section 9.15. No Broker. The Authority represents that it has not engaged any real estate broker in connection with the sale of the Development Property. The Developer has engaged the services of a broker in connection with the sale of the Development Property and the Developer will be solely responsible for the costs of such broker and shall defend, indemnify and hold the Authority harmless from any claims of such broker.

Section 9.16. Specific Performance. This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for

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

Section 9.17. Additional Documents. The Authority and the Developer agree to cooperate with the other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

**AUTHORITY:**

**NEW PRAGUE ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF SCOTT     )

The foregoing instrument as acknowledged before me this \_\_\_\_\_ day of November, 2024, by Brent Quast and Joshua M. Tetzlaff, president and executive director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the New Prague Economic Development Authority.

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

**DEVELOPER:**

**RURAL COMMUNICATIONS  
HOLDING COMPANY,  
DBA BEVCOMM**

By: \_\_\_\_\_  
William Eckles  
Its: Chief Executive Officer

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was executed this \_\_\_\_ day of \_\_\_\_\_, 2024, by William Eckles, the Chief Executive Officer of Rural Communications Holding Company, a Minnesota corporation, dba Bevcomm, on behalf of the corporation.

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Development Property is located in Scott County, Minnesota, and is legally described as:

Lot 3, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION, Scott County, Minnesota.

**EXHIBIT B**  
**FORM OF QUIT CLAIM DEED**

STATE DEED TAX DUE HEREON: \$ \_\_\_\_\_

Date: \_\_\_\_\_, 2024.

THIS INDENTURE, between the New Prague Economic Development Authority, a public body corporate and politic, under the laws of the State of Minnesota, Grantor, and Rural Communications Holding Company, a Minnesota corporation, dba Bevcomm, Grantee.

WITNESSETH, that the Grantor, in consideration of the sum of One Hundred Eight-Four Thousand Four Hundred Ninety-Eight and 38/100 Dollars (\$184,498.38) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, quit claim and convey to the Grantee, its successors and assigns, forever, all of the tract or parcel of land lying and being in the County of Scott and State of Minnesota described as follows:

Lot 3, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION, Scott County, Minnesota.

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining, to the Grantee, its successors and assigns, forever. Subject to and together with, however, the provisions of the Permitted Encumbrances described and referred to in Exhibit A attached hereto and incorporated herein by reference, including, without limitation, the right of the Grantor upon the happening of an Event of Default under that certain Purchase and Development Agreement between Grantor and Grantee dated as of \_\_\_\_\_, 2024, to re-enter and take possession of the Development Property and the improvements thereon and terminate the estate and all right, title and interest of the Grantee in and to the Development Property and improvements thereon, and revert in the Grantor all right, title, estate and interest of the Grantee in the Development Property and improvements thereon, free of any lien of any mortgage and other liens, except as permitted pursuant to the provisions of the Purchase and Development Agreement.



**EXHIBIT A TO  
QUIT CLAIM DEED**

Permitted Encumbrances

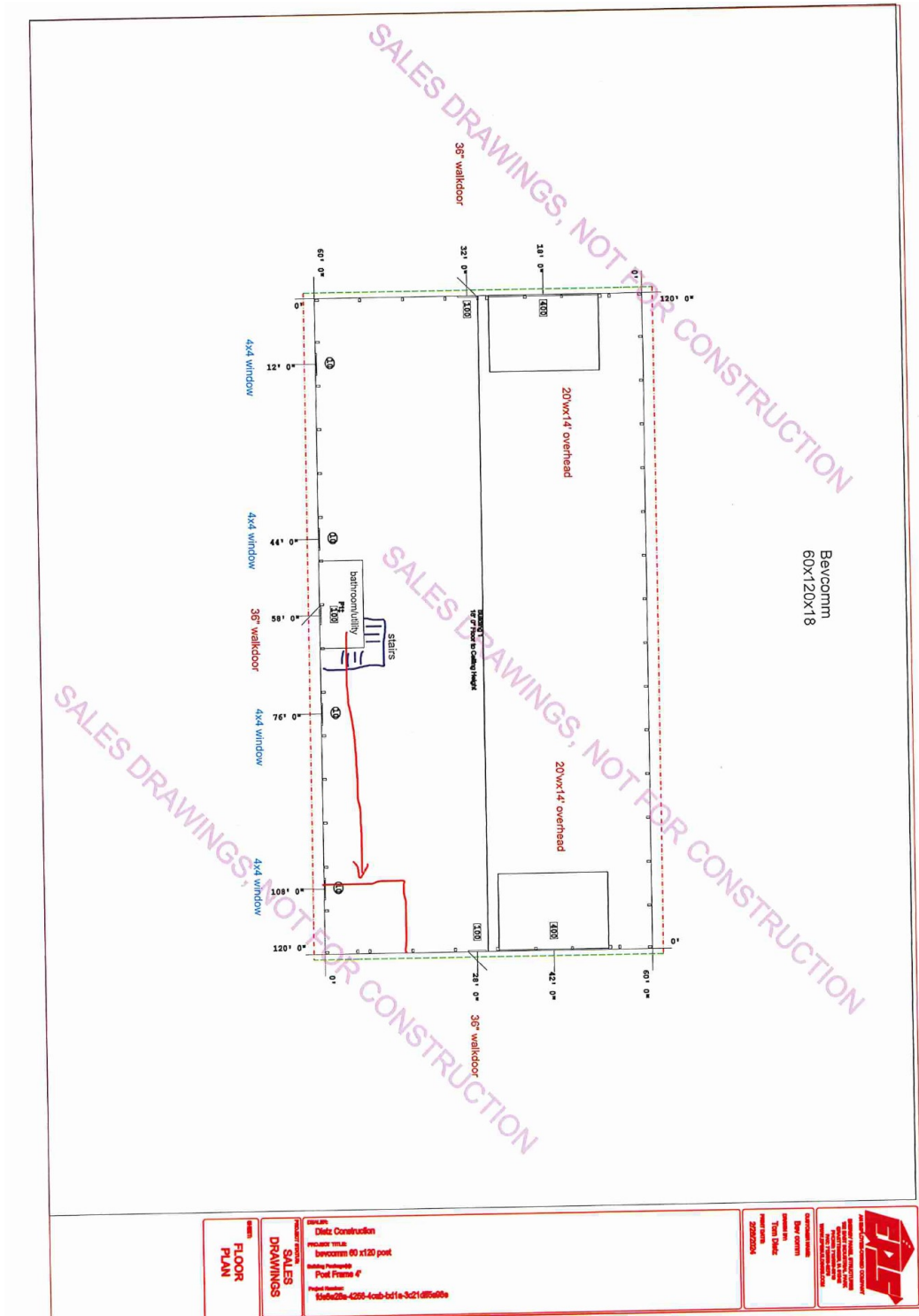
1. Taxes and installments of special assessments payable in 2024 and in subsequent years.
2. Building and zoning laws; federal, state and local laws, ordinances and regulations.
3. Easements for public streets, drainage, utilities, highways and roads now existing.
4. The terms, conditions, covenants and agreements set forth in the Purchase and Development Agreement between the Grantor and Grantee named in the Deed to which this Exhibit is attached, which Purchase and Development Agreement is hereby made a part hereof by reference thereto.
5. Mortgage used to finance the purchase of the Development Property.



### EXHIBIT C

### LIST OF PRELIMINARY PLAN DOCUMENTS

The Minimum Improvements shall be constructed in accordance with the following preliminary plan documents: Site Plan



**EXHIBIT D**  
**FORM OF**  
**CERTIFICATE OF COMPLETION**  
**AND RELEASE OF FORFEITURE**

WHEREAS, the New Prague Economic Development Authority (the “Grantor”), by a deed recorded in the office of the County Recorder in Scott County, Minnesota, as Document No. \_\_\_\_\_, has conveyed to Rural Communications Holding Company, a Minnesota corporation, dba Bevcomm (the “Grantee”), the following described land in County of Scott and State of Minnesota, to-wit:

Lot 3, Block 2, NEW PRAGUE BUSINESS PARK 11<sup>TH</sup> ADDITION, Scott County, Minnesota

and

WHEREAS, said deed was executed pursuant to that certain Purchase and Development Agreement by and between the Grantor and the Grantee dated the \_\_\_\_ day of \_\_\_\_\_, 2024, and recorded in the office of the County Recorder in Scott County, Minnesota, as Document No. \_\_\_\_\_, which Purchase and Development Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements; and

WHEREAS, said Grantee has performed said covenants and conditions in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Grantee has been completed and the covenants and conditions in the Purchase and Development Agreement have been performed by the Grantee therein and that the provisions for forfeiture of title and right to re-entry for breach of condition subsequent by Grantor is hereby released absolutely and forever, and the County Recorder in Scott County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements.

Dated: \_\_\_\_\_, 20\_\_.

NEW PRAGUE ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Brent Quast  
President

By: \_\_\_\_\_  
Joshua M. Tetzlaff  
Executive Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument as acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Brent Quast and Joshua M. Tetzlaff, the president and executive director, respectively, of the New Prague Economic Development Authority, a public body corporate and politic, on behalf of the New Prague Economic Development Authority.

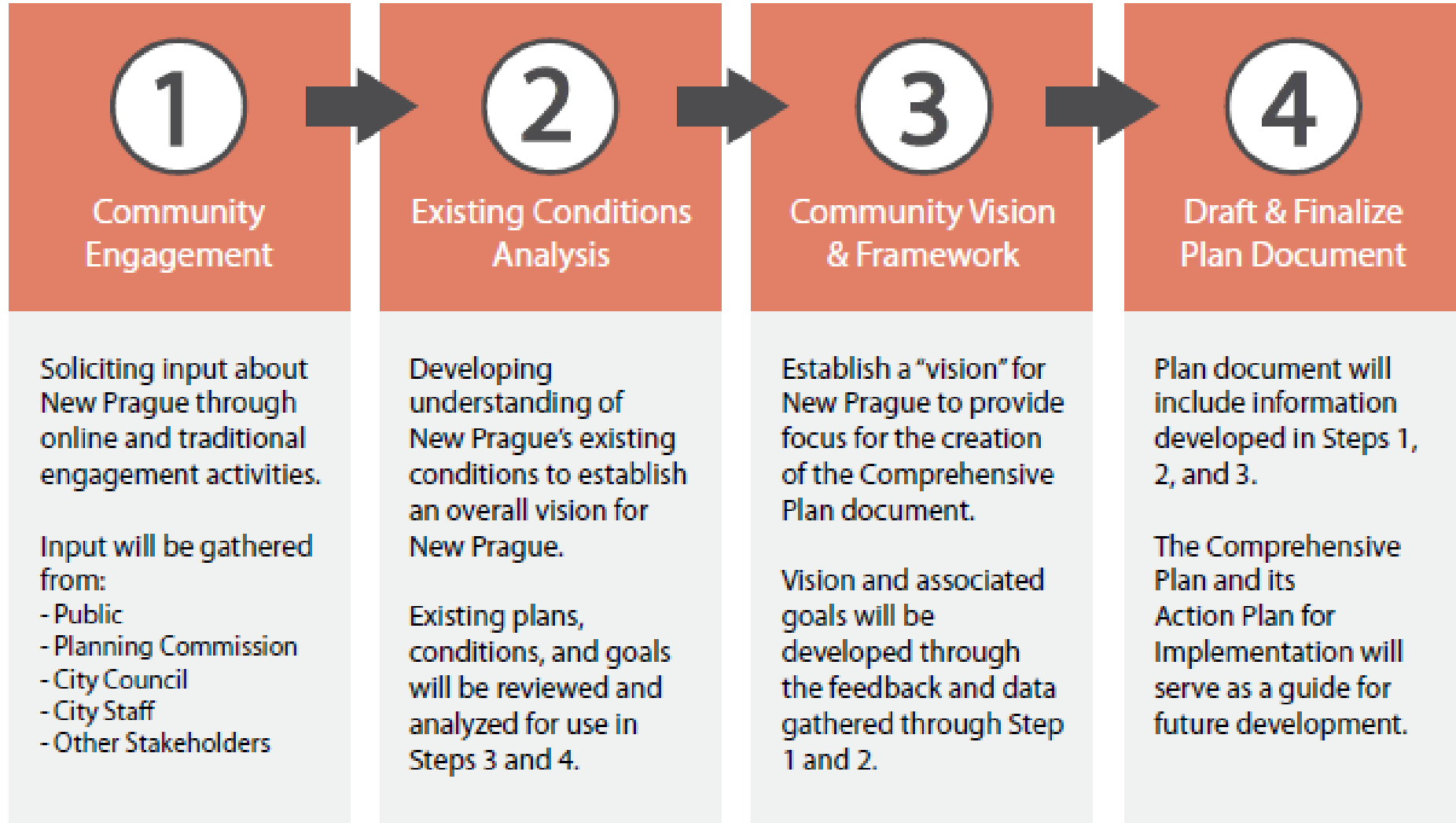
\_\_\_\_\_  
Notary Public



# New Prague Comprehensive Plan

City of New Prague, Minnesota





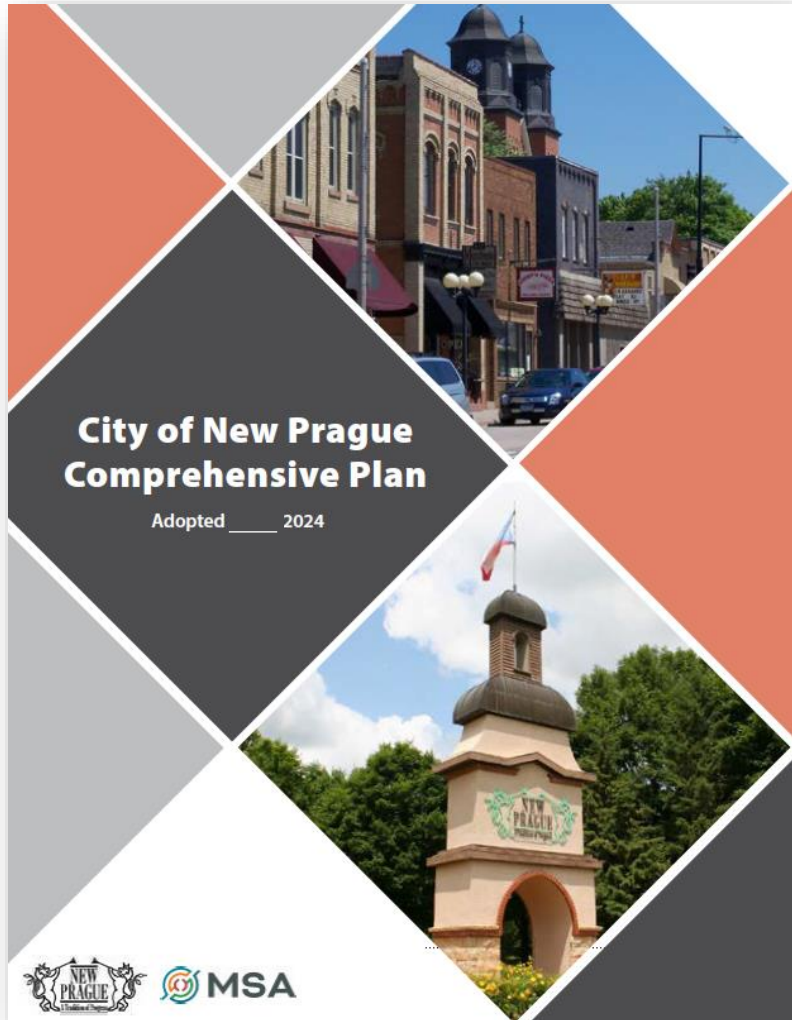


Table of Contents		
<b>01</b>	<b>Introduction and Overview</b>	<b>1</b>
<b>02</b>	<b>Plan Process and Engagement</b>	<b>9</b>
<b>03</b>	<b>Community Elements   Goals &amp; Strategies</b>	<b>17</b>
<b>04</b>	<b>Future Land Use and Growth Management</b>	<b>29</b>
<b>05</b>	<b>Implementation</b>	<b>42</b>
<b>Appendices</b>		
<b>A</b>	<b>Community Profile</b>	
<b>B</b>	<b>Survey Results</b>	
<b>C</b>	<b>City Center Small Area Plan</b>	
Acknowledgements		
<p><b>City Council</b>                      Duane Jirik, <i>Mayor</i>                      Shawn Ryan, <i>Vice President</i>                      Maggie Bass, <i>Council Member</i>                      Rik Seiler, <i>Council Member</i>                      Bruce Wolf, <i>Council Member</i></p> <p><b>Steering Committee</b>                      Duane Jirik                      Rik Seiler                      Joe Barten                      Brandon Pike                      Brent Quast                      Tony Buthe                      Shellina Sperry</p>	<p><b>City Staff</b>                      Ken Ondich, <i>Planning/Community Development Director</i>                      Kyra Chapman, <i>Planner</i></p> <p><b>Prepared by:</b>                      This document was prepared by MSA Professional Services, Inc. with assistance from the citizens, City Council, Planning Commission, and Staff of the City of New Prague, Minnesota.</p> <p>Project No.: 13093000</p>	



[Draft Plan Open House](#)   [Planning 101](#)   [City Resources](#)   [Get Involved!](#)   [Past Meetings](#)   [Implementation](#)   [Contact Us](#)

[See Current Comprehensive Plan](#)

## Draft Plan Open House

On December 7, 2023, the project team held a community open house event to gather feedback on the Comprehensive Plan draft. If you were not able to make it to this event, please review the following boards and contact [eherald@msa-ps.com](mailto:eherald@msa-ps.com) with any comments or suggestions. Thank you for your interest in the planning process!



# Help Us Plan for the Future of New Prague!

The City of New Prague is updating their Comprehensive Plan, which will guide development for years to come!

We want to hear your thoughts about the future of New Prague in our short, community-wide survey. Use a QR Scanner or camera application on your smartphone to visit the survey form on the project website!



New Prague's Comprehensive Plan Update



[See Current Comprehensive Plan](#)

## Draft Plan Open House

On December 7, 2023, the project team held a community open house event to discuss the draft of the Comprehensive Plan. If you were not able to make it to this event, please contact the project team at [eherald@msa-ps.com](mailto:eherald@msa-ps.com) with any comments or suggestions for your interest in the planning process!



## What We Heard

### Best Current Qualities about New Prague



Rural Character  
(58.5%)



School District  
(53.4%)



Friendly & Welcoming  
Community (31.1%)



Proximity to  
Twin Cities  
(30.5%)

### Most-Suggested Changes for New Prague



Parks & Recreation  
Updates/Expansion  
(82.2%)



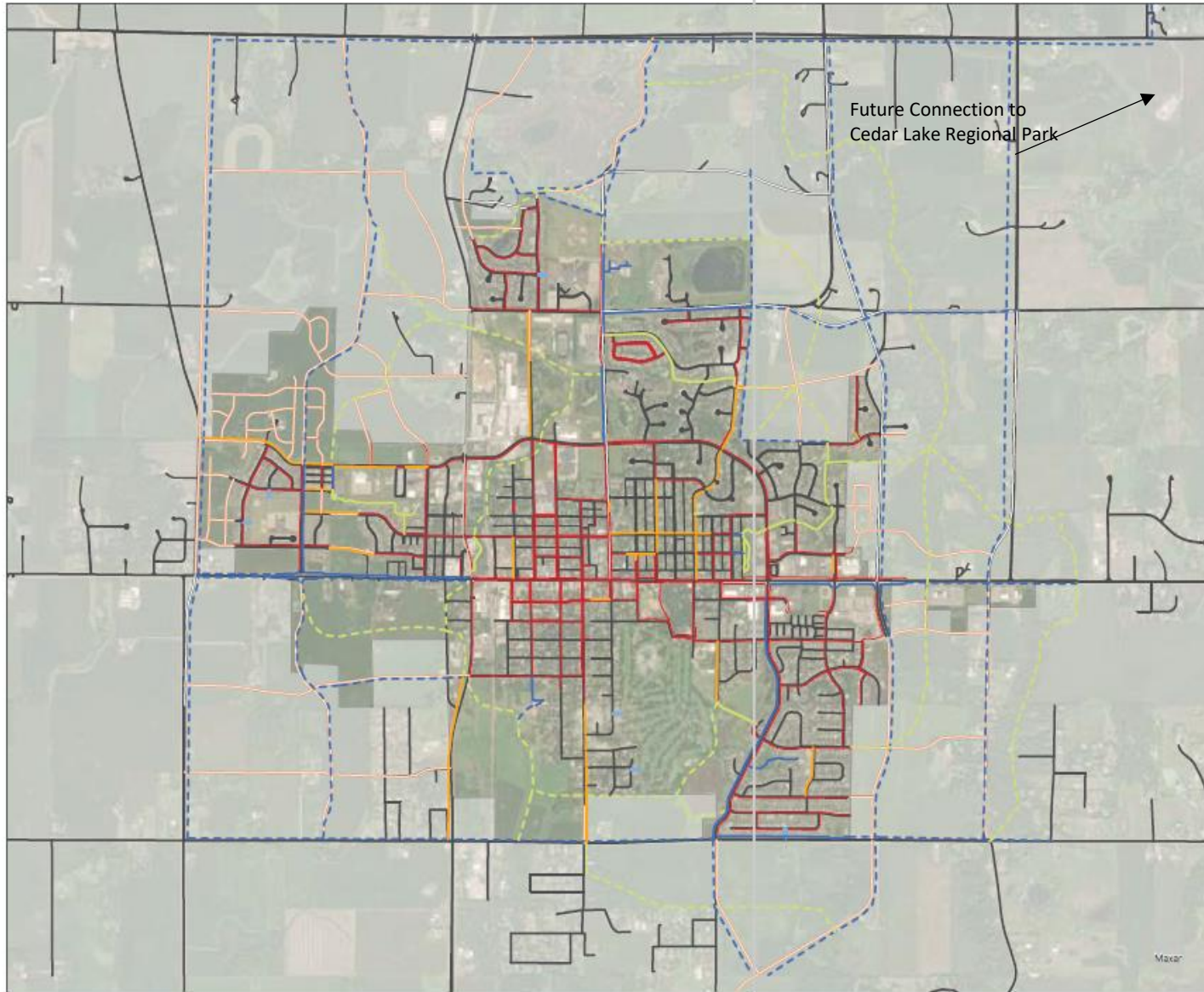
Expand Retail  
Shopping  
Opportunities (48.3%)



Decrease Taxes  
& Fees (44.9%)



Increase Employment  
Opportunities (33%)



## MOBILITY MAP

CITY OF NEW PRAGUE  
COMPREHENSIVE PLAN UPDATE

CITY OF NEW PRAGUE  
SCOTT/LE SUEUR COUNTY, MINNESOTA

- Existing Sidewalks
- Existing Trails
- Existing Greenway Trails
- Sidewalk Gaps
- Potential Trails
- Potential Greenway Trails
- Trail Connections
- Roadways
  - New Corridor
  - Route Change
  - Existing Roadway
- New Prague City Limits










Data Sources:

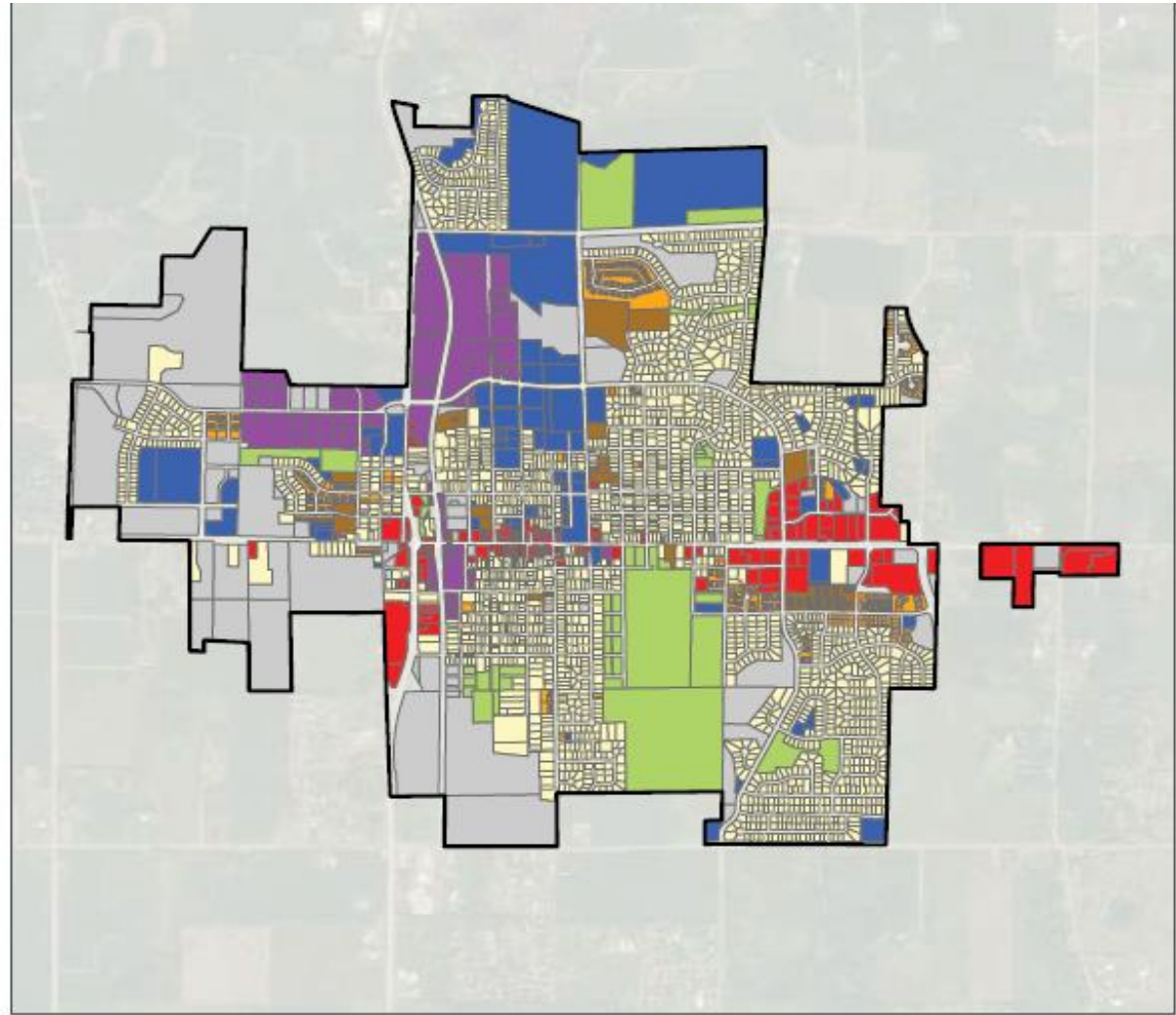
Scott County, Le Sueur County, City of New Prague, FEMA  
Data Sources:



# LAND USE

Section 5, Item a.

- 
27.3%  
Low Density Residential
- 
2.9%  
Medium Densit Residential
- 
1.9%  
High Density Residential
- 
11.3%  
Public and Institutional
- 
5.1%  
Commercial
- 
5.6%  
Industrial
- 
20.8%  
Vacant/ Agricultural
- 
8.7%  
Parks & Open Space
- 
16.4%  
Right-of-Way



 SINGLE FAMILY RESIDENTIAL	 PUBLIC
 MED DENSITY RESIDENTIAL	 PARKS & OPEN SPACE
 HIGH DENSITY RESIDENTIAL	 VACANT & AGRICULTURAL
 COMMERCIAL	 CURRENT CITY LIMITS

## EXISTING LAND USE

CITY OF NEW PRAGUE, MINNESOTA  
SCOTT AND LE SUEUR COUNTIES



## Future Land Use

### Future Land Use Categories

The future land use categories identify areas of similar use, character and density. These classifications are not zoning districts – they do not legally set performance criteria for land uses (i.e. setbacks, height restrictions, density, etc.). The strategies listed with each category are provided to help landowners and City officials make decisions during the development review process that are consistent with the intent of the land use category.

The categories designated on the future land use map are:

- **Single Family Residential**
- **Medium Density Residential**
- **High Density Residential**
- **Downtown Flex**
- **Business Flex**
- **Industrial**
- **Parks and Green Space**
- **Public Uses**



#### Single Family Residential

This land use designation encompasses most residential lots in New Prague, as most are intended for single-family detached housing units. As the City continues to grow, lots closer to downtown could be considered for conversion into multi-unit dwellings to increase density in core residential areas; accessory dwelling units (ADUs) could also be used in larger lots. The primary zoning districts for Single-Family Residential are RL-90, RL-84, and RL-70.



#### Medium Density Residential

This land use designation is intended for multi-dwelling housing units with a maximum density of 12 units per acre. The primary zoning district for Medium Density Residential is RM.



#### High Density Residential

This land use designation is intended for multi-dwelling housing units with a maximum density of 32 units per acre. The primary zoning district for High Density Residential is RH.



#### Downtown Flex

This category includes public, commercial, and residential properties that are currently in the downtown area, along Main St between MN 21 and Memorial Park. This land use category was created to preserve the area's existing infrastructure and allow for its variety of uses to continue to work cohesively together. The primary zoning district for Downtown Flex is B-1.

## Future Land Use



#### Business Flex

This category offers space for a variety of commercial, office, and light production uses, as well as complementary office and retail uses that support the adopted goals of the City. This encompasses commercial areas adjacent to major roadways on the outskirts of the City and serves as a transition from industrial uses to less intense residential or commercial uses. The primary zoning district for Business Flex is B-2 and B-3.



#### Industrial

This land use designation is intended for office, office-industrial, transportation, warehousing, storage, and other uses exhibiting industrial characteristics. The primary zoning district for Industrial is I-1.



#### Parks and Green Space

This land use category includes active or passive parks such as playing fields, playgrounds, golf courses, and other appropriate recreational uses as well as undeveloped lands, trails, water areas, and environmentally sensitive areas.

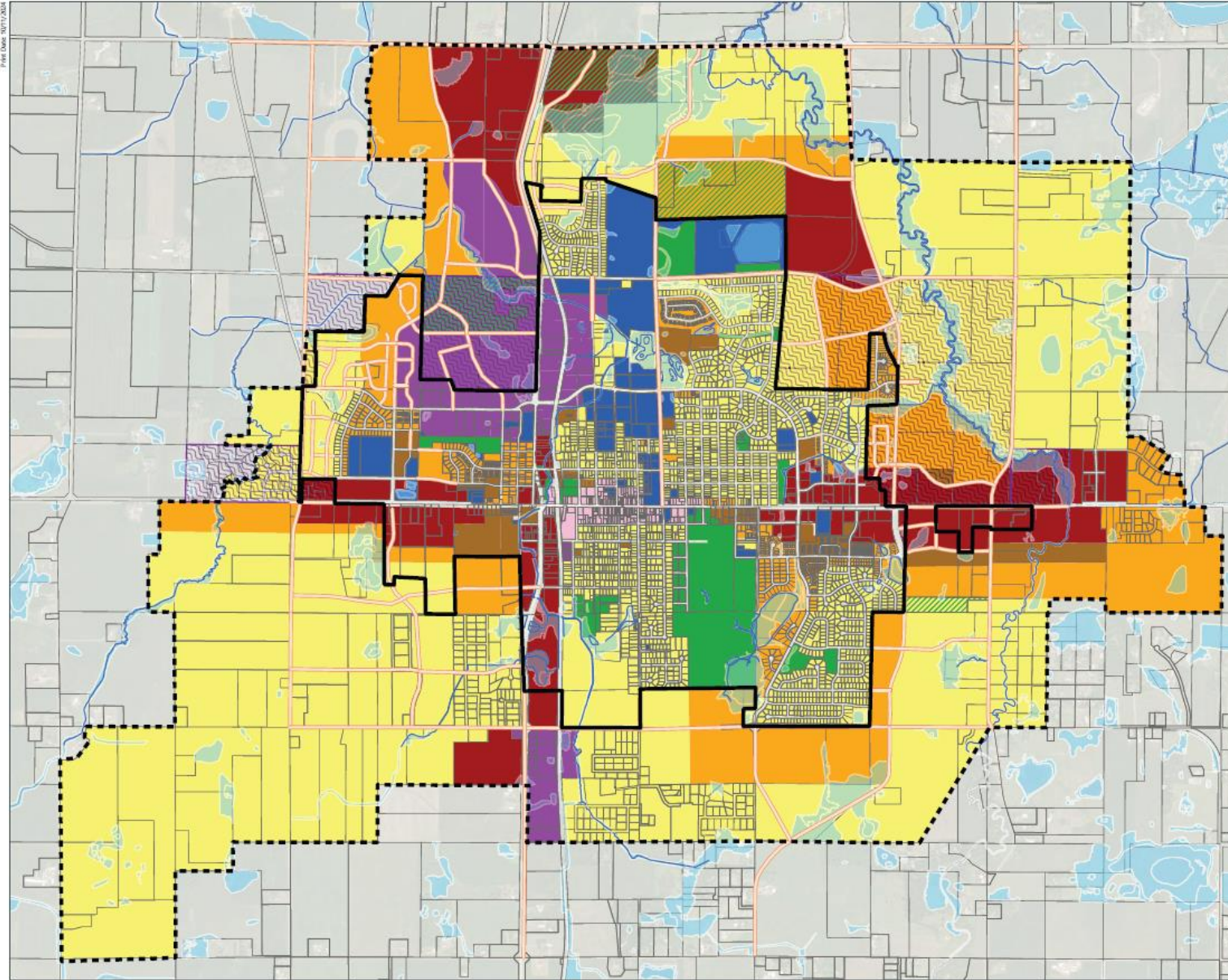


#### Public Uses

This land use designation includes public or semi-public facilities including but not limited to: governmental offices, police and fire facilities, clinics, educational institutions, and places of worship.

# FUTURE LAND USE

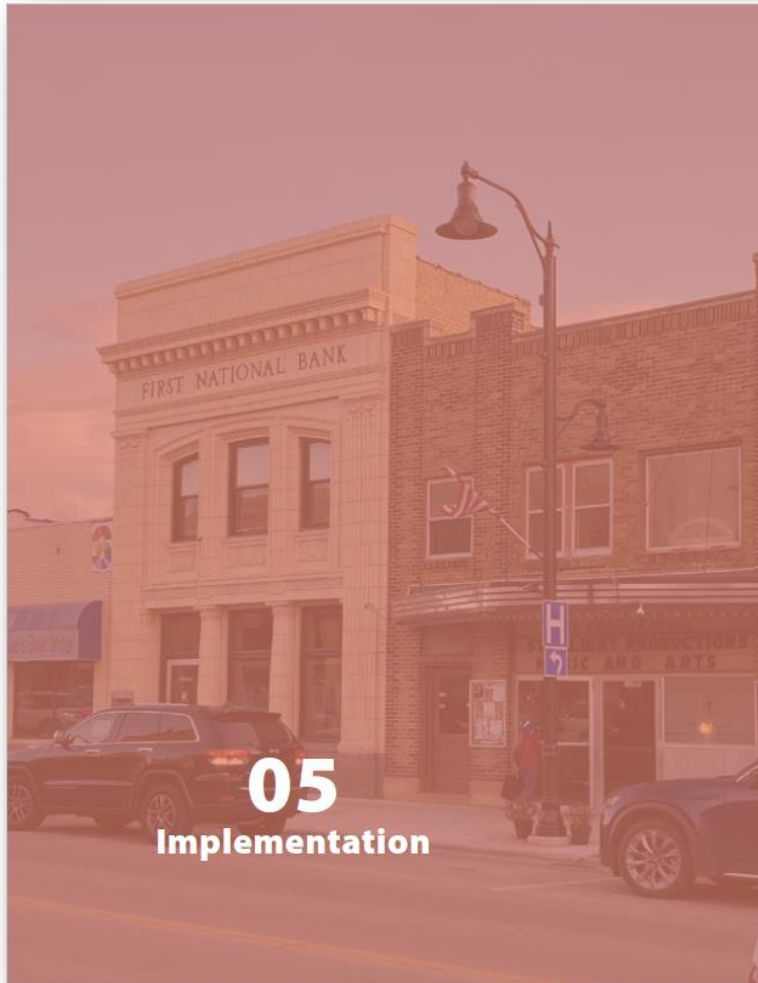
CITY OF NEW PRAGUE  
COMPREHENSIVE PLAN UPDATE  
CITY OF NEW PRAGUE  
SCOTT/LE SUEUR COUNTY, MINNESOTA



- Future Land Use Categories
- Single Family Res
  - Medium Density Res
  - High Density Res
  - Downtown Flex
  - Business Flex
  - Industrial
  - Public
  - Parks and Green Space
  - Proposed Parks
  - Future Road Corridors
  - Wetlands
  - Surface Water
  - Helena Township OAA
  - New Prague City Limits
  - 2040 Comprehensive Plan Boundary
  - New Prague Parcels

Data Sources:  
Scott County, Le Sueur County, City of New Prague, FEMA





Action Plan

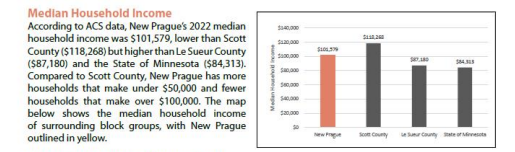
Section 5, Item a.

Community Development & Amenities		Partners	Target Completion
Goal 1: Establish the City's role as a facilitator of all types of development throughout the community.			
1a	Utilize the future land use map to plan for new development of the area.	Planning Dept, Planning Commission	Ongoing
1b	Explore development incentives that prioritize infill development/redevelopment of blighted properties and utilize existing public infrastructure.	Planning Dept, EDA	Ongoing
1c	Utilize small area plans, when necessary, to generate implementation strategies for redevelopment of specific sites.	Planning Dept, Consultant	Short-Term (0-3 Years)
1d	Revise downtown design guidelines to support the mindful maintenance, renovation, and preservation of downtown's historical character.	Planning Dept, Planning Commission	Short-Term (0-3 Years)
1e	Revise zoning/subdivision ordinances to encourage the removal of barriers to development, such as minimum lot sizes.	Planning Dept, Planning Commission	Short-Term (0-3 Years)
1f	Support public-private partnerships and work proactively with private business and landowners to facilitate investment in the community's public amenities, economic resources, and built environment.	EDA, Chamber, Businesses, Landowners	Ongoing
Goal 2: Maintain reliable and quality public services, utilities, and facilities to encourage growth and reinvestment.			
2a	Consider adopting City ordinances and regulations to preserve and protect natural resources during and after development (e.g. tree ordinance).	Planning Commission, City Council	Short-Term (0-3 Years)
2b	Encourage connectivity among new and existing developments through pedestrian/bicycle facilities and trails.	Park Board, City Council	Ongoing
2c	Use engagement feedback (Appendix B) to inform capital improvement planning, budgeting, and new project selection.	City Council, Dept Heads	Ongoing
2d	Use annual capital improvement planning and budget processes to secure funding for regular facility/infrastructure maintenance, replacement, and expansion.	City Council, Dept Heads	Ongoing
2e	Regularly engage with residents and businesses to ensure that services, facilities, and businesses meet the needs of the community.	Planning Dept, Chamber of Commerce	Ongoing

# APPENDICES

## Appendix A – Community Profile

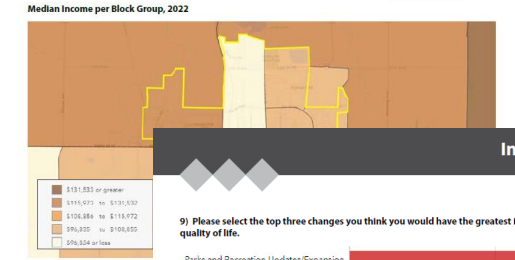
### Demographic Profile



**New Prague Median Income Comparison, 2024**

Indicator ▲	Value	Diff
< \$15,000	18.1%	+4.2%
\$15,000 - \$24,999	4.6%	+1.3%
\$25,000 - \$34,999	4.0%	+3.3%
\$35,000 - \$49,999	8.2%	+1.8%
\$50,000 - \$74,999	12.2%	-1.1%
\$75,000 - \$99,999	11.5%	+0.4%
\$100,000 - \$149,999	18.4%	-5.3%
\$150,000 - \$199,999	11.4%	+3.9%
\$200,000+	10.5%	-3.1%

Bars show deviation from Scott County.



10) Please elaborate on your above answer(s) on what would positively improve New Prague's quality of life.

- A large community center housing government offices and area meeting rooms for all to use would be a benefit. An indoor walking area and more gym space plus a public library all together. More retail would keep people shopping locally. Outdoor music/entertainment spaces should be added. Any sports complexes should be outside of the main city. Parks and green spaces in the city should not have ball fields comprising most their space. Better downtown parking space is needed. Remove the corner jutted out walkways so roads can be plowed curb to curb in New Prague. Accessibility should be priority and not an after thought.
- More retail would help with lower taxes
- Need more restaurants and hotels to bring in larger sporting events/tournaments.
- New Prague is extremely short of proper "green" space for sport options for our youth. Short soccer, lacrosse, softball and baseball fields. For those who say each park has a baseball/softball field. Dirt and a backstop do not make a proper field. We need a spot that can accommodate all sports. A complex to allow kids to practice and host games and tournaments. Something not just ok but done large enough and with enough space to be expanded on as needed. This complex should include a dome to give or children winter training options.
- For the cost of living in the city there is litter we ad community members we benefit from. Little recreation, little to engage in. We are constantly driving out of our community for entertainment including outdoor adventures-hiking biking dining and entertainment
- Increased support for the education referendum. If we cut financial support to our schools district, that will impact our ability to provide quality, inclusive education for families and children.
- I think this community is perfect the way it is. My greatest concern is that it will try to grow too fast and change the type of community we have with trying to bring in too many businesses & housing options. The people who live here chose it specifically because it is farther away from the suburbs & has a small town feel to it. If we wanted to have a many close retail and employment options, we would choose to live closer to the cities.

## Appendix B – Full Survey Results

## Appendix C – City Center Small Area Plan



- 1 Multi-family residential and surface parking
- 2 Playground
- 3 Community room
- 4 Multi-use plaza (farmers market, food trucks, parking, etc.)
- 5 Praha Outdoor Performance Stage (POPS)
- 6 Stormwater treatment (area TBD)
- 7 "Skinny" street with planted median and parking
- 8 Entry plaza
- 9 Overflow parking (if needed)
- 10 Commercial infill building (per market demand)

## Appendix D – Sanitary Sewer System Feasibility Study

Section 5, Item a.

# Sanitary Sewer System Feasibility Study

City of New Prague, MN  
August 21, 2024

Sanitary Sewer System Feasibility Study  
City of New Prague  
April 2024

LiR Station Service Areas **BOLTON & MENK**  
Real People. Real Solutions.

**BOLTON & MENK**  
Real People. Real Solutions.

Submitted by:  
Bolton & Menk, Inc.  
1960 Premier Drive  
Mankato, MN 56001  
P: 507-625-4171  
F: 507-625-4177  
BM No. 0M1.131949

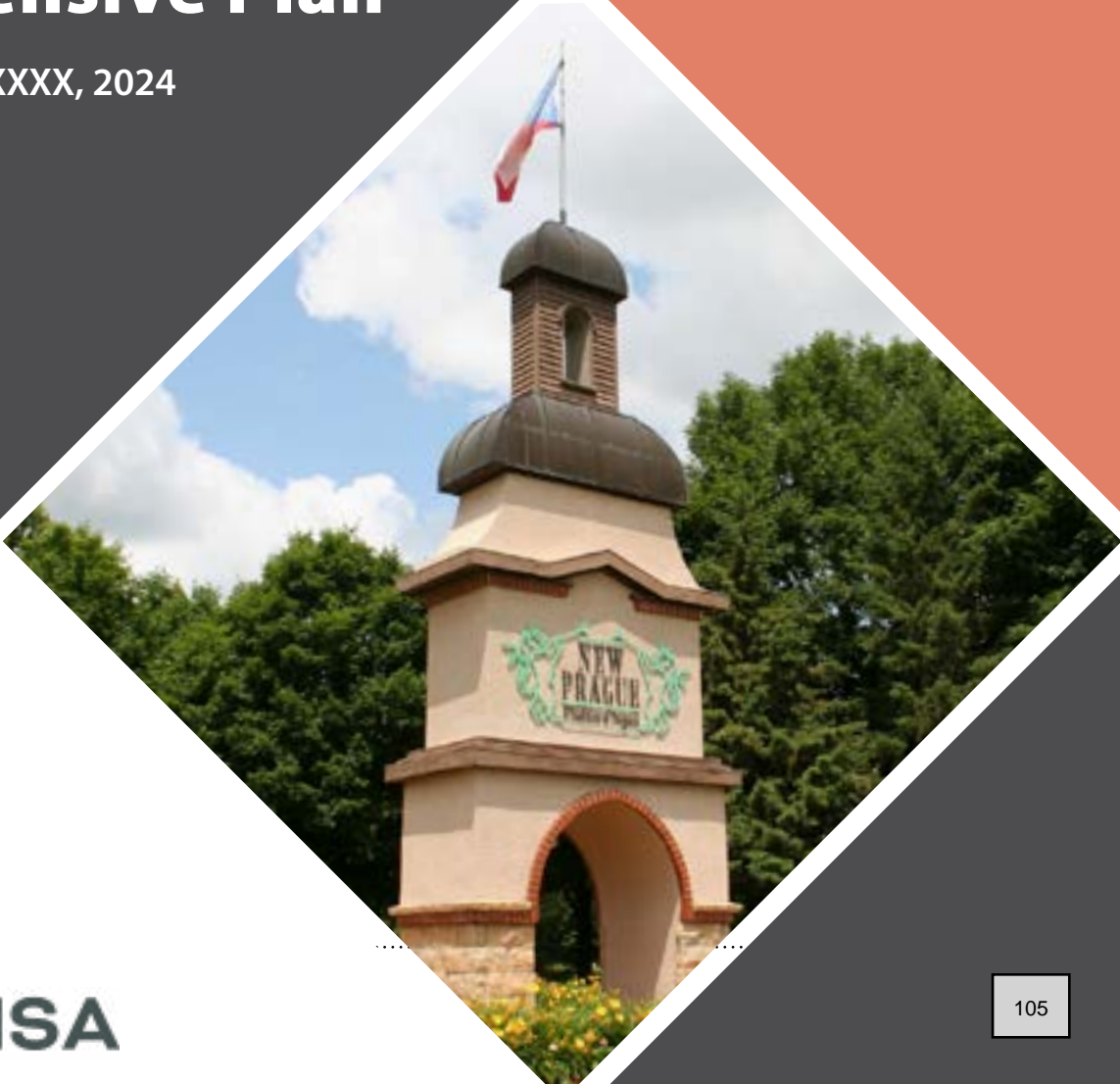






# City of New Prague Comprehensive Plan

Adopted XXXX, 2024





<b>01</b>	<b>Introduction and Overview</b>	<b>1</b>
<b>02</b>	<b>Plan Process and Engagement</b>	<b>9</b>
<b>03</b>	<b>Community Elements   Goals &amp; Strategies</b>	<b>17</b>
<b>04</b>	<b>Future Land Use and Growth Management</b>	<b>35</b>
<b>05</b>	<b>Implementation</b>	<b>48</b>

## Appendices

<b>A</b>	<b>Community Profile</b>
<b>B</b>	<b>Survey Results</b>
<b>C</b>	<b>City Center Small Area Plan</b>
<b>D</b>	<b>Sanitary Sewer System Feasibility Study</b>

## Acknowledgements

### City Council

Duane Jirik, *Mayor*  
 Shawn Ryan, *Vice President*  
 Maggie Bass, *Council Member*  
 Rik Seiler, *Council Member*  
 Bruce Wolf, *Council Member*

### Steering Committee

Duane Jirik  
 Rik Seiler  
 Joe Barten  
 Brandon Pike  
 Brent Quast  
 Tony Buthe  
 Sheilina Sperry

### City Staff

Ken Ondich, *Planning/Community Development Director*  
 Kyra Chapman, *Planner*

### Prepared by:

This document was prepared by MSA Professional Services, Inc. with assistance from the citizens, City Council, Planning Commission, and Staff of the City of New Prague, Minnesota.


Project No.: 13093000





# 01

## Introduction and Overview



New Prague is a prosperous and growing community built by citizens and businesses who value small-town charm, education, recreational opportunities, and public health and safety. People enjoy its natural beauty, rural character, and proximity to the Twin Cities metro area. As residents and businesses come and go, and economic trends rise and fall, changes will inevitably occur. New Prague continues to place value on long-range planning to ensure that the community of today effectively evolves to meet the anticipated needs of the future.

The purpose of this Comprehensive Plan is to establish a shared vision for New Prague; guide future decisions and actions; and assist in projecting and managing growth, change, public improvements, and development in the community. This guidance provides predictability and consistency over time to help encourage investment.

The difference between this Comprehensive Plan and a zoning ordinance is that the former sets forth the objectives and goals of the community with respect to land use, while the latter is a regulatory device through which the plan's goals and policies are carried out or achieved. Other ordinances, such as subdivision regulations, are also utilized to carry out the goals of a Comprehensive Plan.

This plan is an active part of the community's efforts to attract and retain residents and businesses to New Prague's unique small-town feel and development opportunities. The content within this plan aims to create the best version of the City for future generations to live, work, play, and learn.

## **Chapter 1: Introduction and Overview**

This chapter examines the role of the plan, the planning area boundaries, regional context, and key community indicators.

## **Chapter 2: Plan Process and Engagement**

This chapter outlines the planning process, a description of public participation methods and a summary of feedback from all engagement activities. Public engagement is a key component of the comprehensive planning process.

## **Chapter 3: Community Elements | Vision, Goals, and Objectives**

This chapter presents a vision for the future of the City of New Prague and describes the goals and strategies to achieve that vision. The elements of community infrastructure, housing, recreation, transportation, employment & economy, agricultural & natural resources, and intergovernmental collaboration are all addressed.

## **Chapter 4: Future Land Use and Growth Management**

This chapter considers New Prague's future growth forecast, existing land use, land use goals and strategies, the future land use map, how to amend the future land use map, design recommendations, and guidelines for buildings and sites.

## **Chapter 5: Implementation**

This chapter outlines how the vision and goals of the plan are implemented in everyday decisions and annual goal setting and budgeting, and how the plan should be amended when necessary.

## **Appendix A: Community Profile**

This appendix incorporates a summary of current conditions and recent trends in New Prague, utilizing American Community Survey data provided by the US Census Bureau.

## **Appendix B: Survey Results**

This appendix compiles the feedback received from the Community Input survey, including charts, graphs, and qualitative responses.

## **Appendix C: City Center Small Area Plan**

The City Center Small Area Plan, which was completed in summer 2024, outlines a vision for the redevelopment of the former creamery site in western downtown New Prague.

## **Appendix D: Sanitary Sewer System Feasibility Study**

Completed in August 2024, this feasibility study outlines the impact of future development on current and future sanitary sewer infrastructure. Five future lift stations will serve the area surrounding the City within the anticipated growth boundary, which is reflected in this Comprehensive Plan's future land use map.

This Comprehensive Plan is an effort to reinforce the long-standing planning priorities of the City, while recognizing changing conditions, trends, and new issues. The City's Comprehensive Plan reflects a shared vision for the future of New Prague.

Comprehensive plans are a general and broad analysis of the interconnections between cultural, geographical, and natural components within a city. They also provide guidelines for continued development. Technology, economic drivers, and demographic changes affect how land is managed and utilized in a city. Although this Comprehensive Plan attempts to address many possible future uses, it may not capture all of them.

This plan will provide broad recommendations to help citizens and local leaders work together more efficiently to facilitate future growth and development within the City. These recommendations come in the form of goals and objectives which express the community's aspiration for the future. As a result, City officials will be better equipped to review and evaluate incoming land use proposals.

This planning document is a "living" guide, meaning that it can be revised as New Prague grows and changes. The plan provides specific recommendations that directly manage community growth and development. To utilize the full potential of the plan, it should be used to:

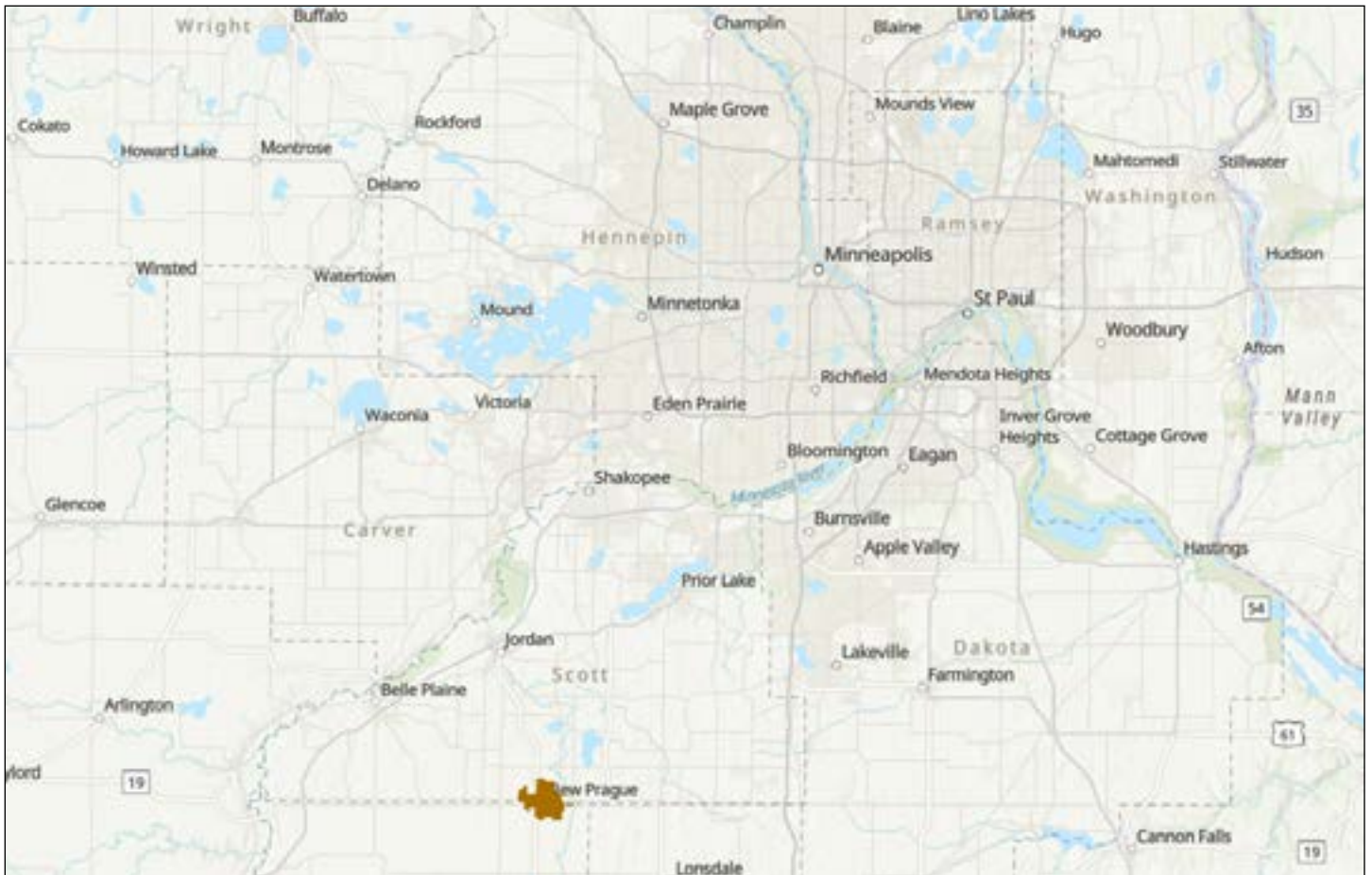
- Assist City officials and staff with a variety of land use planning and growth planning tasks.
- Aid businesses, property owners, and residents in determining potential property uses and understanding the implications of future land use changes in the surrounding area.
- Help developers coordinate development plans with City goals, regulations, and infrastructure plans.
- Assist in collaborating with neighboring jurisdictions on issues and topics of mutual interest.

## Local and Regional Context

The City of New Prague is located in south central Minnesota, approximately 45 miles southwest of Minneapolis and 45 miles northeast of Mankato. The City's northern half is in Scott County and its southern half is in Le Sueur County. The closest communities to New Prague are Montgomery (to the south), Heidelberg (southwest), Lonsdale (southeast), Jordan (north), and Belle Plaine (northwest).



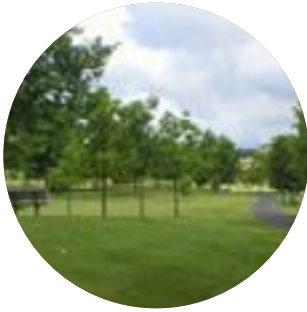
*New Prague's proximity to the Twin Cities metropolitan area*





### Community Assets

New Prague is in a great community for residents who desire a rural feel and relatively close proximity to the resources, employment opportunities, and entertainment options of the Twin Cities metropolitan area and Mankato. Other community assets include:



*Recreational Opportunities*



*Highly-Rated School District*



*Safety*



*Reasonable Housing Prices & Options*

### History

The Dakota were the last Native Americans to control the area around New Prague. In 1851, the Dakota signed the Traverse des Sioux and Mendota treaties with the U.S. Government, forcing their relocation to two adjoining reservations flanking the Minnesota River. The last known battle between the Shakopee band of the Dakota and the Ojibwa occurred near Shakopee, just 20 miles from New Prague, on May 27, 1858. By then, there were already a substantial number of European settlers that had established homes in this area.

German immigrant Anton Philipp first occupied the land that is now New Prague in 1850, after hearing about favorable farming conditions of the southern Minnesota Territory. Originally called Praha, the City of New Prague was laid out and inhabited by Czech immigrants in the mid-1850s. The name was changed to Praha to Prague in 1897, then to New Prague in 1884. The extension of the Minneapolis & St. Louis (M & St. L) Railway through the City jump-started its industrial development, enabling local farmers to share their produce with surrounding communities and beyond. Soon after the M & St. L Railway reached New Prague, the City gained a newly-constructed flour mill and grain elevator, inspiring its its nickname of the "Flour City."

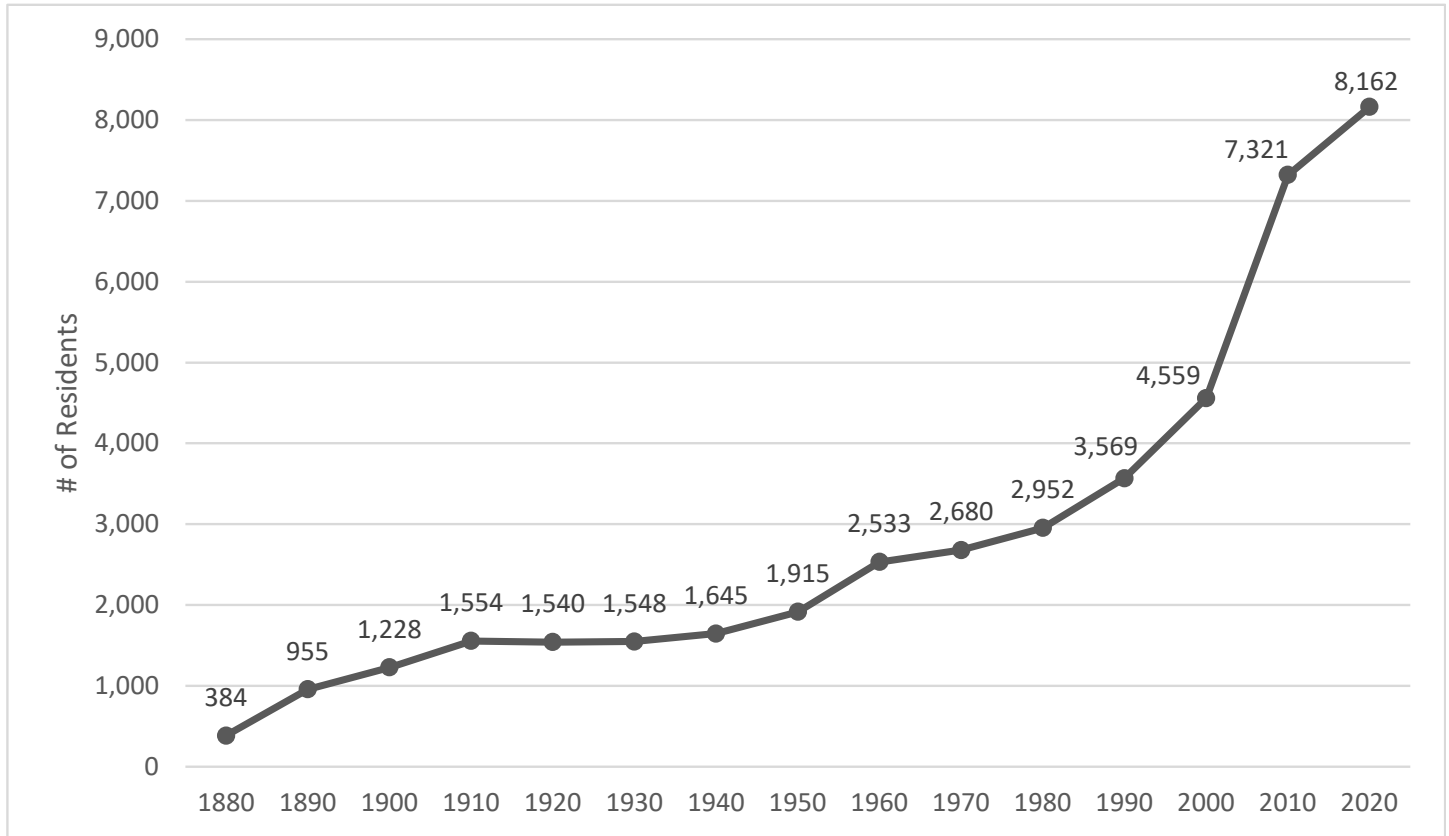
The 1880s-90s saw frequent construction and significant economic development in New Prague. By the end of the 1880s, the City had a bank, opera house, foundry, two public schools, and two hotels; by the turn of the century, New Prague had electrical and telephone lines, graded and wooden sidewalks, and a population of over 1,200 residents.

## Population

A careful examination of population trends in New Prague provides a foundation for the land use planning process and implementation of this plan, as it helps determine where resources should be allocated. According to Metropolitan Council data, the 2023 population of New Prague was estimated to be 8,283 people. The largest increase in population occurred between 2000 and 2010, when the number of residents jumped up over 60.6% from 4,559 to 7,321. More thorough explanations of New Prague’s population and demographics can be found in Appendix A.

Figure 1: New Prague’s Historic Population (1880-2020)

Source: U.S. Census



## Employment

2024 ESRI data shows that 61.0% of New Prague’s residents have jobs classified as white color positions and another 23.9% have blue collar roles. Between 2010 and 2024, the unemployment rate has generally fluctuated between 2.5% and 3.2%, with 2024’s rate falling at around 2.4%. The largest sector is Health Care, Management, and Retail Trade.

## Median Household Income

According to ACS data, New Prague’s 2022 median household income was \$101,579, lower than Scott County (\$118,268) but higher than Le Sueur County (\$87,180) and the State of Minnesota (\$84,313). Compared to Scott County, New Prague has more households that make under \$50,000 and fewer households that make over \$100,000. The map below shows the median household income of surrounding block groups, with New Prague outlined in yellow.

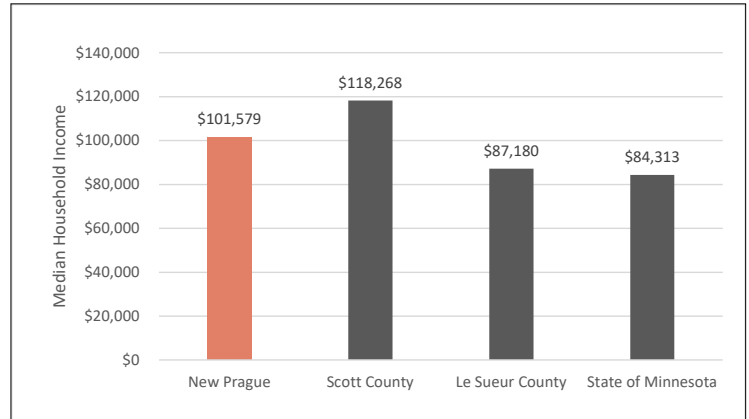
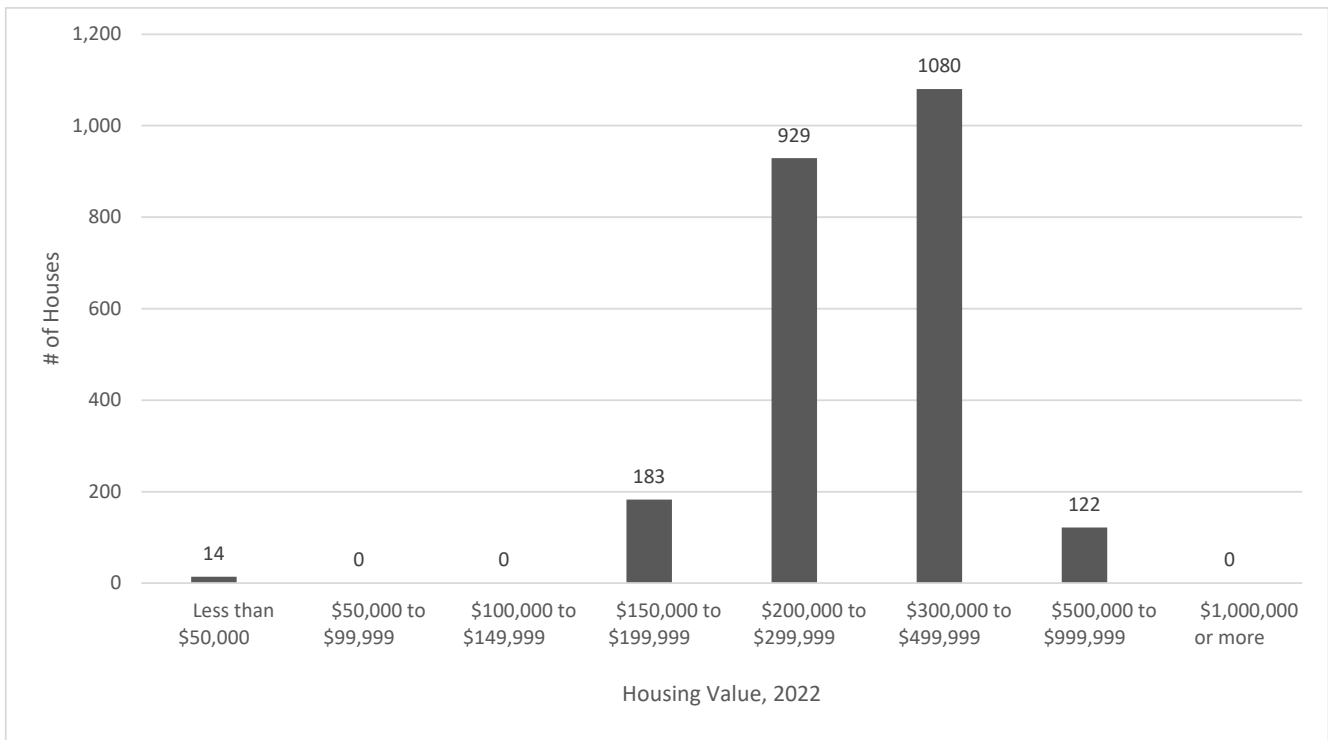


Figure 2: Median Household Income, 2021  
Source: American Community Survey (ACS)

## Median Housing Value

In 2022, New Prague’s median housing value (\$305,800) was lower than Scott County (\$376,000) but higher than the State of Minnesota (\$286,800) and Le Sueur County (\$271,900). The graph below represents the percentage of homes within specific value ranges; most of New Prague’s owner-occupied housing units are valued between \$200,000 and \$500,000. In 2027, the most common value range is expected to be \$300,000-\$400,000.

Figure 3: Median Housing Value, 2022  
Source: American Community Survey (ACS)





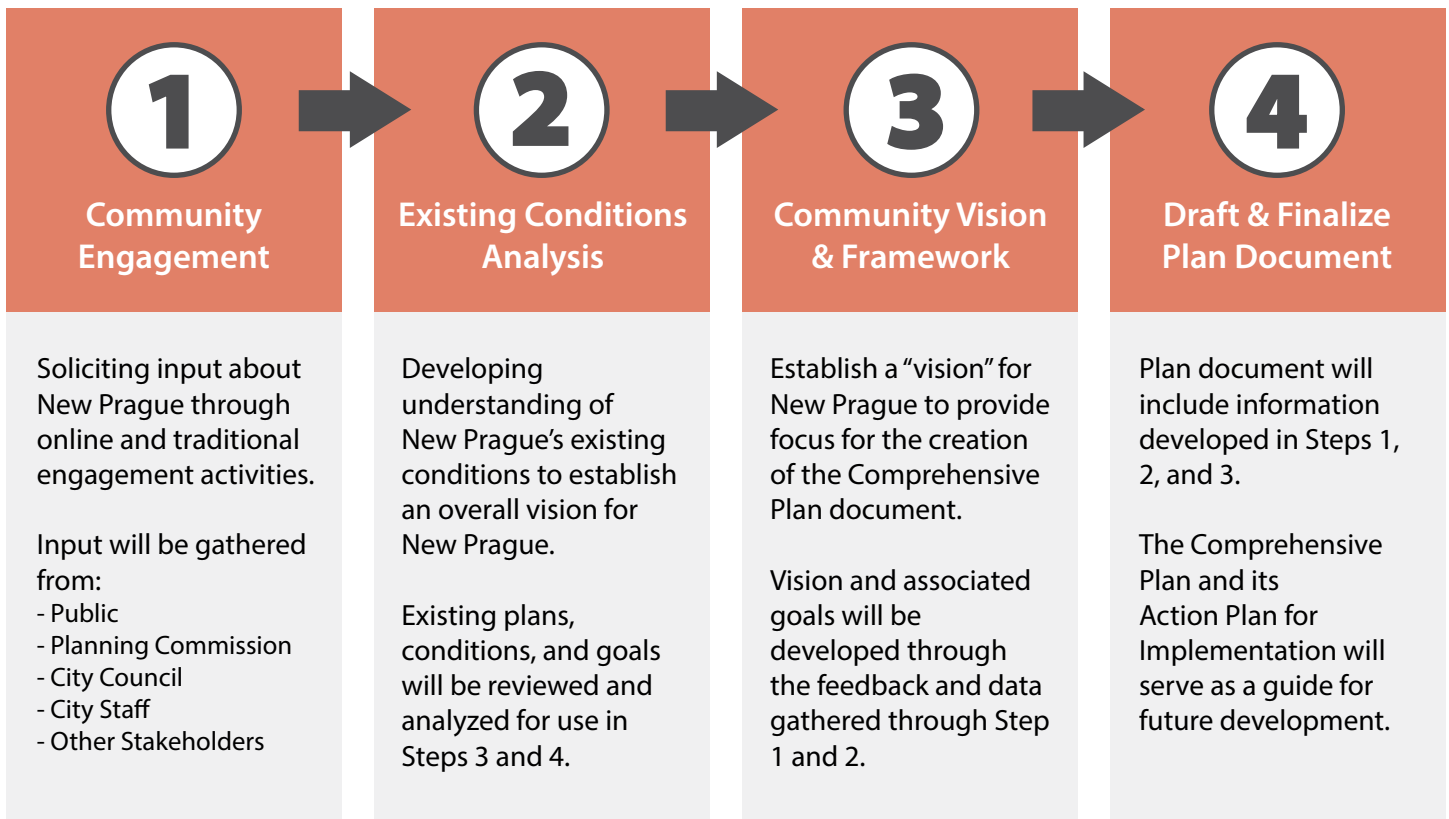
# 02

## Plan Process & Engagement

A transparent public participation process is the foundation to a successful comprehensive plan. The planning process for New Prague's Comprehensive Plan included seeking the involvement of residents, business owners, and other stakeholders involved with the community to create a vision and set goals for growth and improvement. Great engagement is essential to creating a plan and gathering support for successful implementation of a plan's goals and actions.

The development of New Prague's Comprehensive Plan included the following engagement activities to help develop a vision, establish goals, and develop actions for implementation:

- Regular meetings with the Comprehensive Plan Steering Committee
- Joint meetings with the City Council and Planning Commission
- SWOT (Strengths, Weaknesses, Opportunities, and Threats) analyses with the Steering Committee, Planning Commission, City Council, and residents
- Community-wide input survey, hosted on a customized project website (NewPraguePlan.com)
- Key stakeholder interviews
- Public workshops
- Pop-up engagement booth at Czech Out New Prague in August 2023



Public engagement was an integral part of this planning process as it revealed issues and opportunities within New Prague; assisted in the development of goals, strategies, and recommendations; and ensured that the resulting document accurately reflected the needs of the community. Various engagement methods were utilized to collect quality feedback from stakeholders, ranging from online community surveys to open houses and pop-up events. These methods are described and summarized in the following pages.

## Comprehensive Plan Steering Committee

The Comprehensive Plan Steering Committee was established early on to oversee the planning process and ensure that the established goals and objectives were being accomplished. The Committee contained representation from the City Council, Planning Commission, Parks and Recreation Board, Chamber of Commerce, School District, and Economic Development Authority. Five Committee meetings of the Committee were held throughout the planning process and all were open to the public. All presentation materials were posted on the project website for public access.



## Project Website

A project website was developed to share relevant project information such as updates, schedules, meeting notices, links to surveys, and copies of meeting materials. The website also provided a venue for citizens to contact the project team with questions. This aspect of the communication and participation strategy was important for transparency, as well as for sharing information with stakeholders.

## Community Survey

A community input survey was made available to community members through the project website. It was administered through ESRI's Survey123, which is formatted to allow users to take the survey via computer, tablet or smartphone.

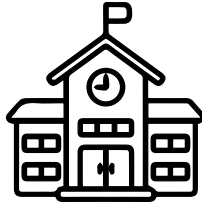
The first survey, which received a total of 118 submissions between May and June 2023, aimed to capture general demographic information and residents' views on living in New Prague. Short answer questions at the end gathered insight in the form of a SWOT (Strength, Weaknesses, Opportunities, and Threats) analysis. The broadness of the questions allowed the planning team to analyze big and small picture information about the City and community members' views and thoughts in three categories: beautification, development, and mobility.

A summary of the survey results is provided on the following pages. All survey responses can be found in Appendix B of this document.

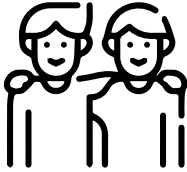
## Best Current Qualities about New Prague



Rural Character  
(58.5%)



School District  
(53.4%)



Friendly & Welcoming  
Community (31.1%)



Proximity to  
Twin Cities  
(30.5%)

## Most-Suggested Changes for New Prague



Parks & Recreation  
Updates/Expansion  
(82.2%)



Expand Retail  
Shopping  
Opportunities (48.3%)



Decrease Taxes  
& Fees (44.9%)



Increase Employment  
Opportunities (33%)

### Beautification

#### Strengths/Opportunities

- Care for parks/open space
- Expand on existing pedestrian and bike trails and ensure they're safe and connected
- Preserve small town character and history of for historic downtown area (including Main Street)
- Plant more trees and improve landscaping
- Beautify the city (i.e. tourism from Czech heritage, seasonal decorations, bridge/arch for pictures)

#### Weaknesses/Threats

- Need more spaces for sports recreation (especially soccer)
- Need for more alternative recreation activities (not sports and for all ages)
- Improve road conditions (including better landscaping, fewer roundabouts)

### Development

#### Strengths/Opportunities

- Opportunity to attract and retain the right businesses (including small businesses)
- Expand recreational opportunities/open spaces/green spaces
- Improve multimodal transportation (bike trails, public transit, pedestrian areas)
- Maintain the current small-town feel
- Continue to balance land uses

#### Weaknesses/Threats

- Need for more diverse housing options (design, price, tenancy)
- Expand recreational opportunities/open spaces/green spaces
- Need investment to improve infrastructure
- Need to reduce high costs
- City is growing too fast and over-building

### Mobility

#### Strengths/Opportunities

- Opportunity to expand on existing bike and pedestrian trails (externally to surrounding areas and parks (i.e., Cedar Lake), on residential streets, around water bodies)
- Need for mountain bike trails
- Roads are currently in good condition

#### Weaknesses/Threats

- Safety improvements are needed on paths and at heavy traffic intersections (especially near schools and highways)
- Trail system is currently disjointed, noncontiguous, don't connect to busy roadways and community assets
- ADA compliance (unsafe, uneven paths and untreated in winter) and need public, multimodal transit for elderly and handicapped

## Stakeholder Interviews

The project team spoke to numerous stakeholders, ranging from business owners and developers within New Prague to representatives from surrounding Counties and Townships. While many of these conversations highlighted specific issues or circumstances around New Prague, the following general themes emerged:

### Development Needs

- Connected trail system between City to Cedar Lake Farm Park and notable points throughout community
- Condos/apartments/diverse housing
- Workforce housing
- Development-ready industrial and residential sites (especially multi-family residential)

### Challenges for Running/Expanding Business

- Difficult to find workers – many want to work from home and/or are not skilled enough
- Very little affordable housing and childcare
- Cost of expanding business and development – residential development cost is prohibitive
- Bedroom community (daytime traffic is low, which threaten restaurants and hospitality)

### Suggestions for \$100,000 Improvements

- Splash pad
- Additional advertising/promotional materials/social media engagement, both to attract non-residents and inform residents of things happening within community

### Suggestions for \$10,000,000 Improvements

- Indoor sports complex (batting cages, pickleball, hockey rink, etc.)
- Investment into local schools
- Purchase of land and infrastructure completion
- Parks and recreation improvements (connection to Cedar Lake Farm Park, updating park facilities/trails, purchasing land for new parks/trails/open space)



## SWOT Analysis

This Comprehensive Plan is grounded in residents' concerns and aspirations regarding the future of New Prague. This input was primarily collected through various SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis exercises run with the Planning Commission, City Council, and Steering Committee. These following categories were applied to three main themes: Preservation & Beautification, Development, and Mobility.

**Strengths** - characteristics that give the community an advantage over others.

**Weaknesses** - characteristics that place the community at a disadvantage relative to others.

**Opportunities** - elements the community could exploit to advantage the community.

**Threats** - elements in the environment that could cause trouble for the community in the future.

### Summary of input relating to Preservation & Beautification

#### Strengths

- Memorial Park
- Existing downtown
- Effort & investment into City infrastructure
- Downtown vibrancy and vision
- Community pride
- Agricultural land and community
- Beautiful old homes

#### Opportunities

- Add Historical Preservation district to downtown
- Preserve unique natural features (e.g. mature trees)
- Involvement of Main Street building owners in planning process
- Availability of historic downtown
- Development of historic standards
- Update disc golf course
- Future of Memorial Park & amenities
- Embrace historic significance of train depot

#### Weaknesses

- Old Mill area is currently underutilized
- Limited existing historic standards

#### Threats

- Cost related to historic preservation and downtown reinvestment
- Lack of clarity on what historic buildings are worth preserving
- Building conditions along Main Street
- Economic conditions (particularly commercial real estate)
- Vacancy
- Solar farms take up good farmland

## Summary of input relating to Development

### Strengths

- Partnership between City and School District
- Hospital, schools, grocery stores
- Good location to serve other communities
- Land that could be developed for industrial uses has been developed
- School district (good size, brings lots of people into town)
- Housing stock in relatively good shape
- Main Street and surrounding streets have been redone & are in good condition
- Convenient access to services

### Opportunities

- Educate community on benefits of multi-family housing
- Economic/residential growth east and west of downtown
- Develop design standards for commercial/industrial development
- Create higher-density areas within the City for multi-family housing
- Increase diversity of housing type/price
- Transportation-based retail
- "Secondary" retail
- More housing for all stages of life
- Attract, maintain, retain families and employees
- Capture traffic from school events
- Redevelopment of Old Mill area

### Weaknesses

- No land currently available for greenfield development and/or PUDs
- Limited areas for multi-family/affordable development within City
- Median home price is comparatively high
- 70% of people work outside of the City
- Sanitary sewer trunk lines limit
- Competing with commercial along I-35 due to their access to traffic
- Availability of housing
- Land open for development is expensive to potential developers

### Threats

- Rate of people moving to New Prague is declining
- Economic conditions & future unknown
- Nationwide school enrollment & spending
- City location due to regional market & Scott County
- Infrastructure users
- Reduction of agricultural land
- Cost of infrastructure to accommodate future growth

## Summary of input relating to Mobility

### Strengths

- Walk New Prague program and the Greenways plan
- I-169 and I-35 as access points to the City
- Sidewalk build out has been good
- State highway 19 brings traffic into town
- Roundabouts have helped traffic

### Opportunities

- Develop Complete Streets
- Safe Routes to School
- Even more sidewalks are necessary
- Need for connected neighborhoods
- Build mobility goals into a plan or code
- Existing trails & trails plan
- County search corridor for connection to Cedar Lake Regional Park
- Greenway Trail southeast side
- Railroad decommissioning
- Public infrastructure for electric vehicles

### Weaknesses

- Current lack of parking downtown, cars staying in spots for too long
- Downtown streets are too narrow, dangerous for navigation
- Lack of trail connectivity (intra and inter-city)
- Hwy 19 & 21 is a troublesome intersection
- Not bikeable
- Limited non-car transportation
- Large truck traffic through downtown
- Rush hour traffic can be difficult

### Threats

- Federal/state systems and opponents



# 03

## Community Elements - Goals & Strategies

Each of the following elements of this chapter contains goals and strategies established through the planning process, public engagement activities, Steering Committee input, and the Community Profile (found in Appendix A).

This section defines Goals and Strategies as follows:

### **Goal**

**A long-term target that states what the community wants to accomplish. Written in general terms, the statement offers a desired condition through implementation.**

### **Strategy**

A statement that identifies a course of action to achieve a goal. Strategies are more specific than goals and are usually attainable through planning, implementation, and direct action.

These Goals and Strategies are designed to facilitate the implementation of New Prague's vision statement:

**“The City of New Prague will continue to cherish its rich heritage while proactively embracing the opportunities of tomorrow. We will foster a harmonious balance between future development and preservation, continue to grow a thriving local economy by supporting a diverse range of industries, and continue to be a place of community focused growth, and opportunity for all residents.”**

**The goals and corresponding strategies of this chapter are summarized in the following pages.**



## Community Development & Amenities (pg. 21)

1. Establish the City's role as a facilitator of all types of development throughout the community.
2. Maintain reliable and quality public services, utilities, and facilities to encourage growth and reinvestment.



## Transportation (pg. 22)

1. Create a multimodal transportation network that aligns with anticipated land use/development plans, protects natural resources, and balances motorized and non-motorized needs.
2. Develop a comprehensive and accessible system of pedestrian spaces that support users of all ages and abilities.



## Parks & Recreation (pg. 27)

1. Develop and support a comprehensive system of safe, aesthetically pleasing, and useful open spaces and trails that serve the entire community.
2. Continue partnerships with Le Sueur and Scott Counties, the State of Minnesota, adjacent communities, New Prague Area Schools, regional agencies, and civic organizations to provide comprehensive recreation facilities and programs.



## Agriculture & Natural Resources (pg. 28)

1. Protect and enhance the natural settings unique to the character of New Prague.
2. Manage, enhance, and preserve unique land and water resources by avoiding development on high value wetlands, floodplains, and within close proximity to Phillips Creek.



## Housing (pg. 31)

1. Attract and retain residents including young professionals, families, and retirees by supporting Life Cycle Housing throughout the community.
2. Complement housing policies with economic development goals of New Prague, growing businesses and population in tandem.



## Economy & Employment (pg. 32)

1. Support strategic economic growth within the MN 19, MN 21, and TH 13 corridors and downtown area, to provide additional retailers, businesses, and services for the community.
2. Develop strategies to promote sustainable and holistic economic development.



## Intergovernmental Cooperation (pg. 33)

1. Maintain mutually beneficial relationships and partnerships with neighboring counties and municipalities, as well as state and federal agencies.
2. Enhance the efficiency and quality of public services by collaborating with other governmental entities in the region.



## Resilience (pg. 34)

1. Encourage sustainable practices throughout the community, including development and infrastructure practices.
2. Encourage residents to build relationships within and across neighborhoods.



## Land Use (pg. 47)

1. Encourage thoughtful development in strategic areas of New Prague.
2. Promote the preservation and conservation of environmental and historic land uses in New Prague.





Public and private utilities are fundamental for growing and sustaining a community, and important to the residents of New Prague. Without comprehensive public and private infrastructure, facilities, and services, the continued growth of the community would stall. As demand for these amenities increases, the City will need to take a strong role in facilitating all forms of growth and development.

## **Goal 1: Establish the City's role as a facilitator of all types of development throughout the community.**

### **Strategies:**

- Utilize the Future land use map to plan for new development of the area.
- Explore development incentives that prioritize infill development/redevelopment of blighted properties and utilize existing public infrastructure.
- Utilize small area plans, when necessary, to generate implementation strategies for redevelopment of specific sites.
- Revise downtown design guidelines to support the mindful maintenance, renovation, and preservation of downtown's historical character.
- Revise zoning/subdivision ordinances to encourage the removal of barriers to development, such as minimum lot sizes.
- Support public-private partnerships and work proactively with private business and landowners to facilitate investment in the community's public amenities, economic resources, and built environment.

## **Goal 2: Maintain reliable and quality public services, utilities, and facilities to encourage growth and reinvestment.**

### **Strategies:**

- Consider adopting City ordinances and regulations to preserve and protect natural resources during and after development (e.g. tree ordinance).
- Continue to refer to and update the City's Wellhead Protection Plan to protect groundwater quality and resources.
- Encourage connectivity among new and existing developments through pedestrian/bicycle facilities and trails.
- Use engagement feedback (Appendix B) to inform capital improvement planning, budgeting, and new project selection.
- Use annual capital improvement planning and budget processes to secure funding for regular facility/infrastructure maintenance, replacement, and expansion.
- Regularly engage with residents and businesses to ensure that services, facilities, and businesses meet the needs of the community.





A community's mobility network is perhaps its most important feature and should be able to facilitate all modes of movement. Reliable transportation enables safe access to work, school, shopping, recreation, medical care, and social gatherings. New Prague is fortunate to have easy access to State Hwy 19, State Hwy 21, TH 13, and the greater Twin Cities Metro region. The City's future transportation network should anticipate the needs of users and their preferred methods of transportation to ensure efficiency and safety across the system.

### **Goal 1: Create a multimodal transportation network that aligns with anticipated land use/development plans, protects natural resources, and balances motorized and non-motorized needs.**

#### **Strategies:**

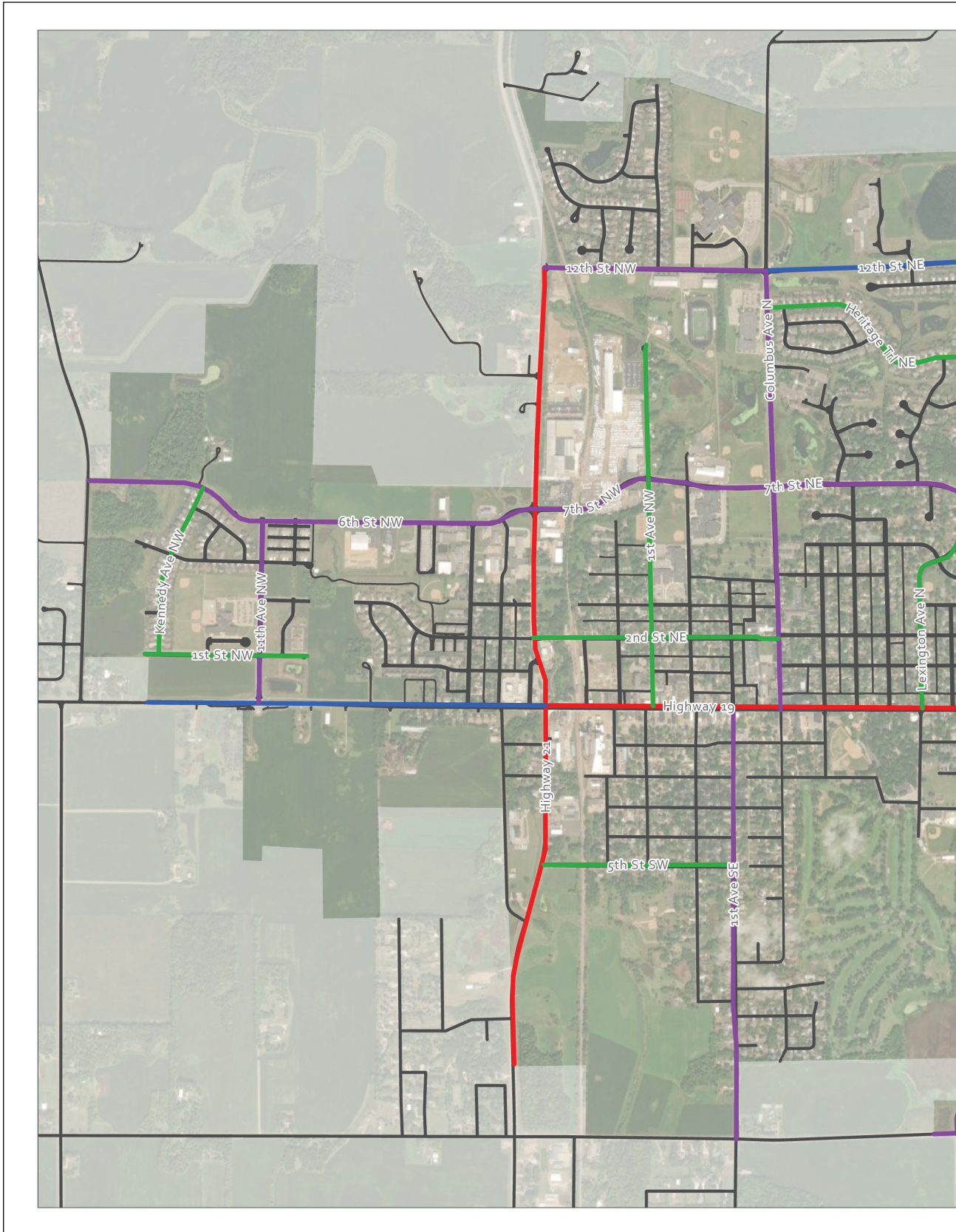
- Utilize Complete Street principles when evaluating highway and road improvement projects.
- Consider requiring and/or incentivizing developers to include non-vehicular transportation facilities in their subdivisions and development plans – particularly trail opportunities.
- Reduce the amount and density of cul-de-sacs in development to improve connectivity among vehicular and non-vehicular transportation facilities.
- Continue to preserve right-of-way corridors and adhere to spacing guidelines based on each road's functional classification.
- Ensure that City plans for vehicular and non-vehicular transportation align with each other for capital improvement planning and budgeting.
- Continue to promote and support local community-based transit services such as SmartLink, Hop Scott, and TRUE Transit.

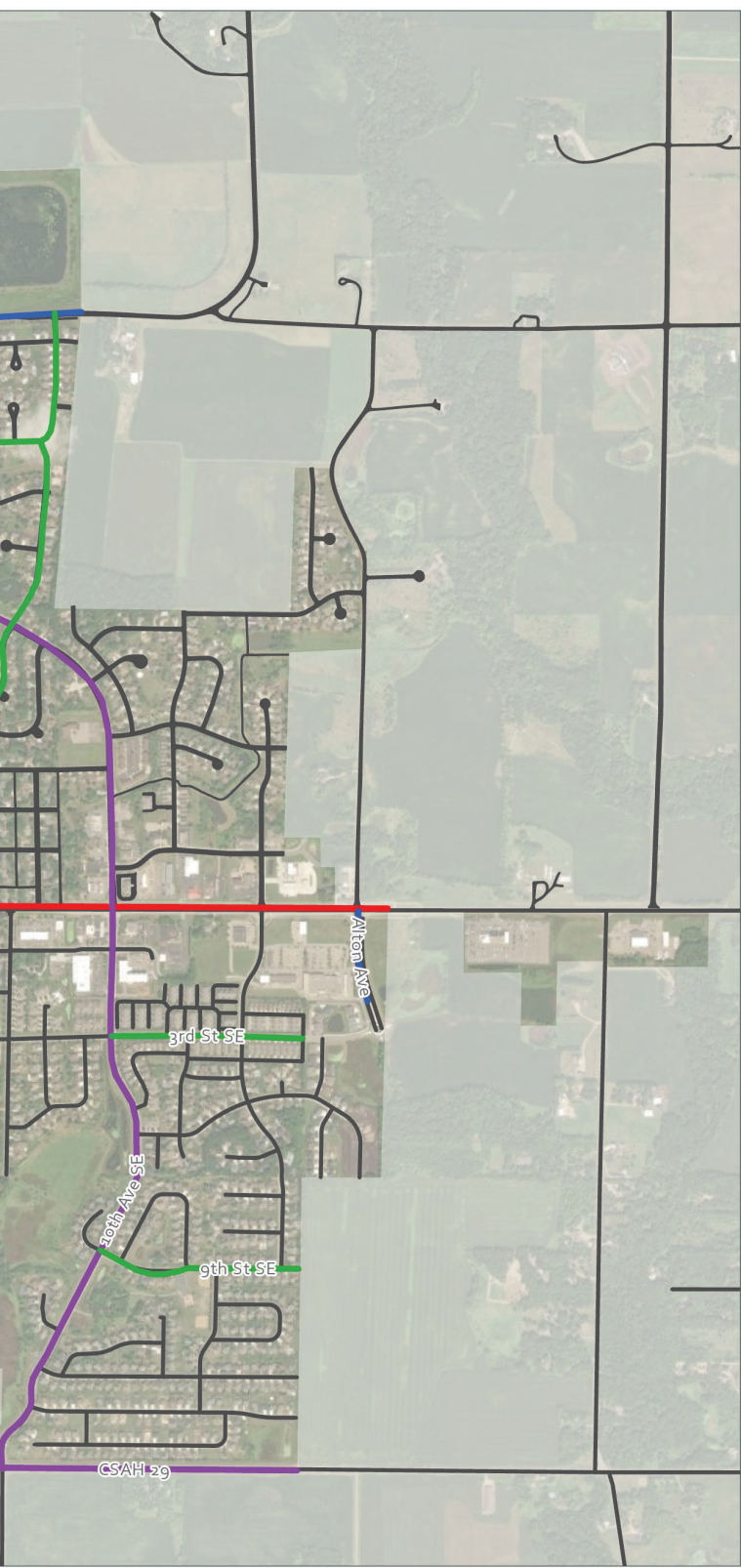
### **Goal 2: Develop a comprehensive and accessible system of pedestrian spaces that support users of all ages and abilities.**

#### **Strategies:**

- Consider incentivizing sidewalk construction and maintenance to ensure a well-connected pedestrian network throughout the community, prioritizing separated or off-street paths where able.
- Identify gaps in ADA-compliant access by engaging the community and analyzing current conditions.
- Identify funding opportunities and partnerships to fix instances of ADA non-compliance throughout the community.
- Utilize Safe Routes to School programs to enhance physical pedestrian crossings and educate students on safe traveling strategies.

*Complete Streets are roads and adjacent areas designed with a balanced approach that better supports all modes of transportation. This is accomplished by adding more room for pedestrian and bicycle traffic while optimizing over-designed automobile infrastructure. With a Complete Street profile, visitors and residents of different ages and abilities can more safely access community events, shopping areas, and public amenities with the transportation mode that fits their lifestyle. If implemented properly, this redeveloped corridor can serve the dual purpose of creating a vibrant place (placemaking) and providing a more functional transportation network.*





# EXISTING FUNCTIONAL CLASSIFICATIONS

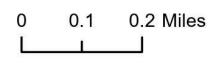
CITY OF NEW PRAGUE  
COMPREHENSIVE PLAN UPDATE

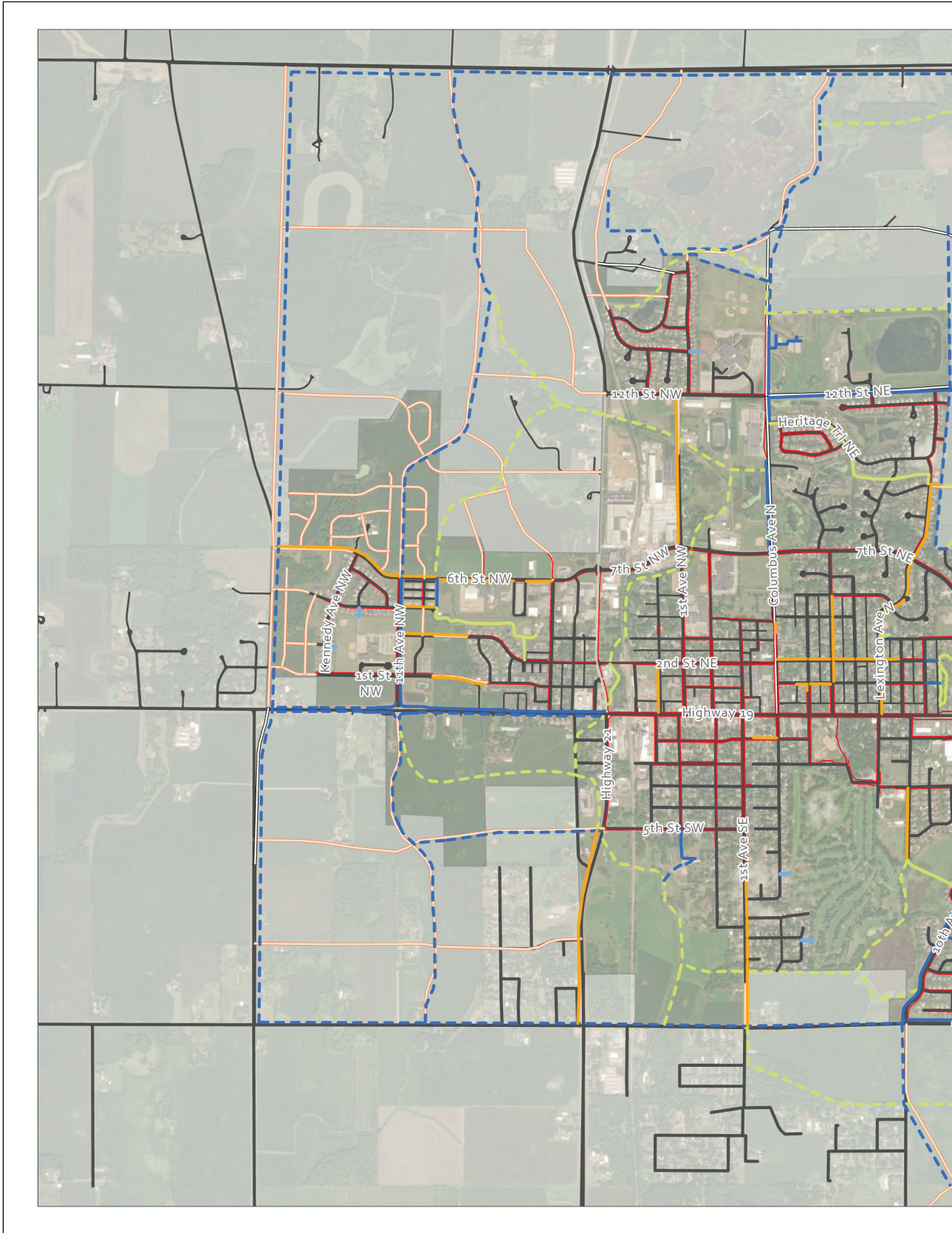
CITY OF NEW PRAGUE  
SCOTT/LE SUEUR COUNTY, MINNESOTA

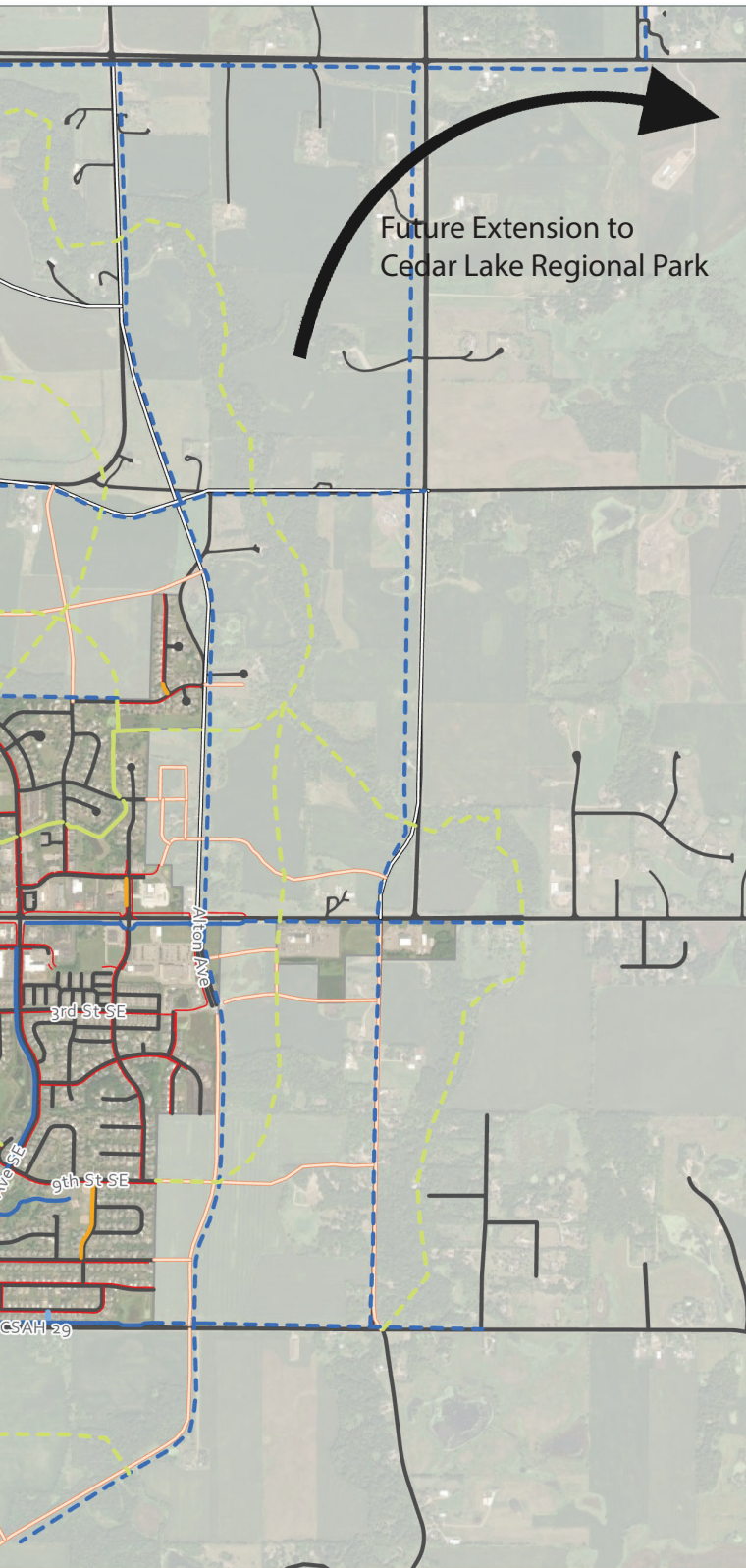
- A MINOR ARTERIAL
- B MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- LOCAL ROADS

Data Sources:

Scott County, Le Sueur County, City of New Prague, MNDOT







# FUTURE CORRIDORS & TRAILS

CITY OF NEW PRAGUE  
COMPREHENSIVE PLAN UPDATE

CITY OF NEW PRAGUE  
SCOTT/LE SUEUR COUNTY, MINNESOTA

- Existing Sidewalks
  - Existing Trails
  - Existing Greenway Trails
  - Sidewalk Gaps
  - Potential Trails
  - Potential Greenway Trails
  - Trail Connections
- Roadways
- New Corridor
  - Route Change
  - Existing Roadway

Data Sources:

Scott County, Le Sueur County, City of New Prague, MNDOT





New Prague's easy access to recreational opportunities significantly contributes to an improved quality of life for residents and visitors. These recreational strengths will help keep the community growing and thriving, and add economic value and positively affect property value, tourism, and commerce.

## **Goal 1: Develop and support a comprehensive system of safe, aesthetically pleasing, and useful open spaces and trails that serve the entire community.**

### **Strategies:**

- Use the 10-minute walk principle to identify and address coverage gaps in the park system as future development occurs.
- Continually plan for trail linkages to important community facilities, recreational assets, and neighborhoods.
- Through the development review process, encourage new development that preserves natural features, contributes new parkland, and extends the Greenway trail system (if applicable).
- Complete an active mobility study to identify funding and implementation strategies for off-street trail network expansion.
- Update New Prague's Parks Master Plan to guide future development of the community's parks, trails, and green space.
- Consider rail-to-trail conversion opportunities if railroad tracks within New Prague's boundaries are abandoned.

## **Goal 2: Continue partnerships with Le Sueur and Scott Counties, the State of Minnesota, adjacent communities, New Prague Area Schools, regional agencies, and civic organizations to provide comprehensive recreation facilities and programs.**

### **Strategies:**

- Collaborate with the school district to share facilities for recreation and sports programs serving all populations within the community.
- Consider a public-private partnership to plan and build a multi-sport indoor athletic complex.
- Collaborate with local and regional entities to identify funding and land to develop an off-road trail connection between the City of New Prague and Cedar Lake Farm Regional Park.
- Complete a trail corridor identification plan for the Cedar Lake Trail Expansion project.
- Create directional and/or informative signage about the community's recreational assets for visitors, employers, and potential residents.
- Gather community input and collaborate with local sports organizations to identify recreational amenities that should be expanded or enhanced.

New Prague has many natural areas that are vital to the well-being of the community and the health of local and regional ecosystems. There is also productive agriculture surrounding the community that provides current and future economic growth and wealth. Preserving, protecting, and restoring natural and agricultural resources is crucial for the sustainability and welfare of New Prague's living things – human and non-human.

### **Goal 1: Protect and enhance the natural settings unique to the character of New Prague.**

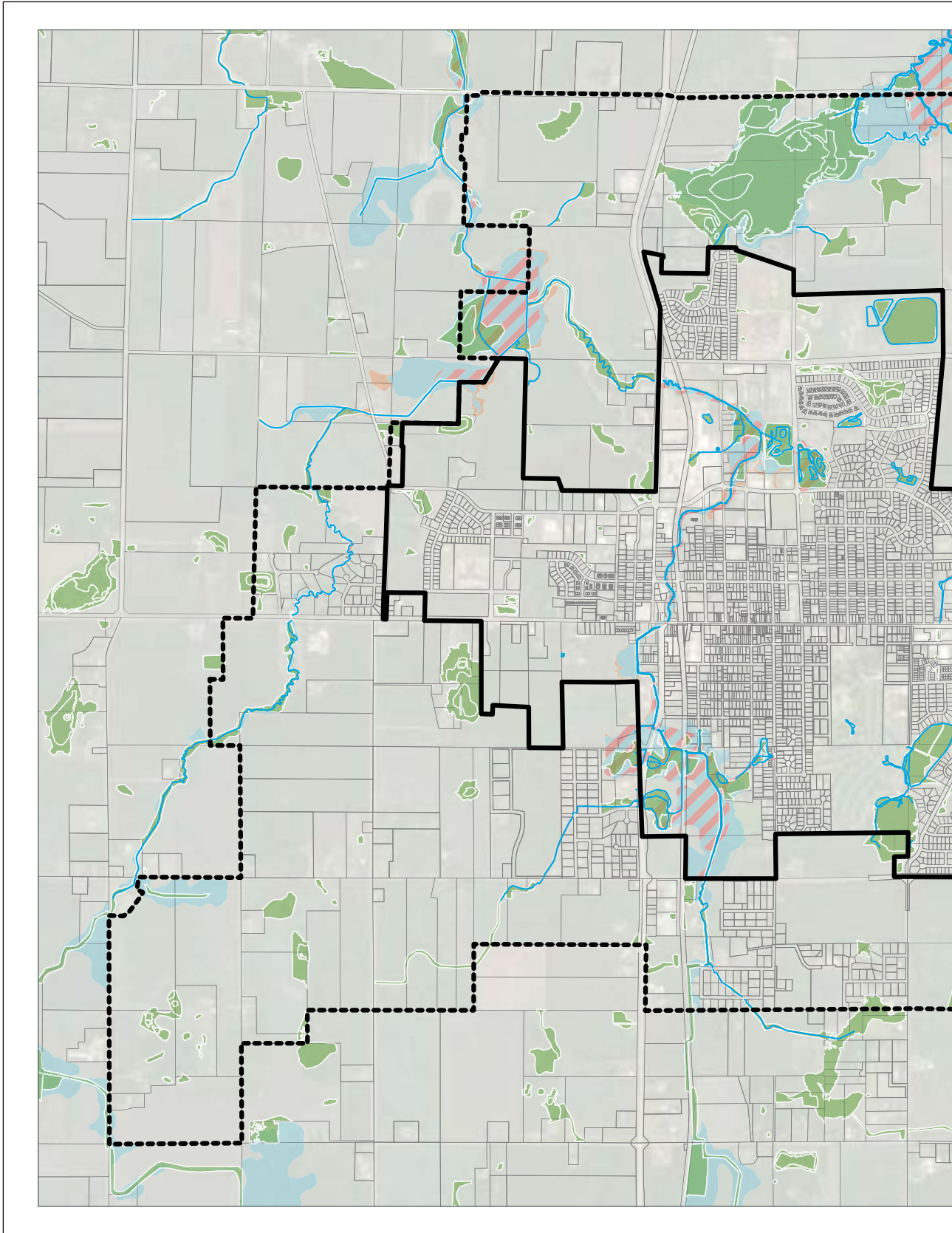
#### **Strategies:**

- Continue to require areas of green space in new developments to provide for preservation and aesthetics.
- Consider requiring conservation and/or comparable restoration of natural features during the development process – including preservation or replacement of trees and natural waterways.
- Prioritize infill development within the City over development on adjacent agricultural lands to maintain the rural charm surrounding the community.
- Raise residents' awareness of Minnesota's Right to Farm law to mediate potential conflicts between residential and agricultural uses.

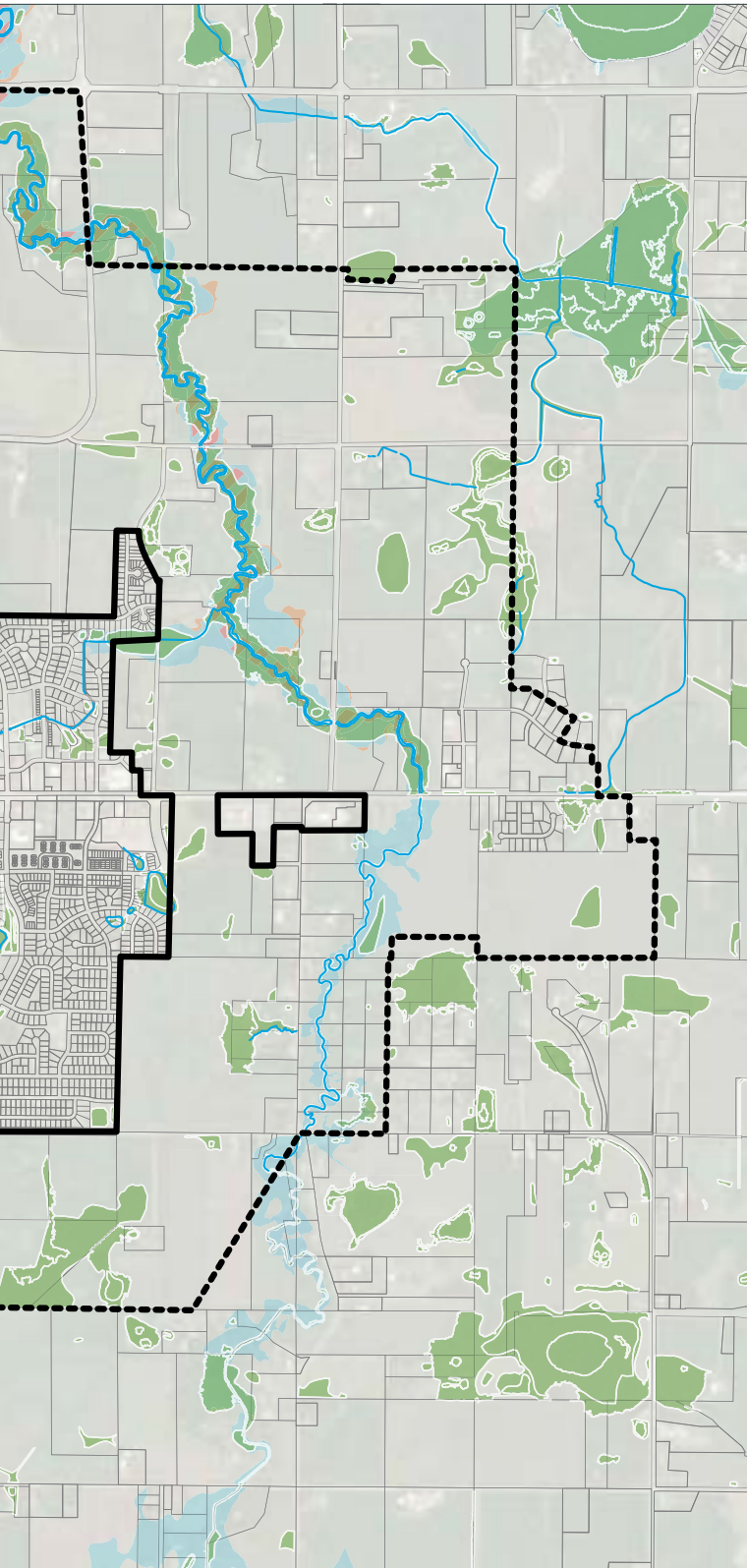
### **Goal 2: Manage, enhance, and preserve unique land and water resources by avoiding development on high value wetlands, floodplains, and within close proximity to Phillips Creek.**

#### **Strategies:**

- Create a conservation overlay within New Prague's zoning map that outlines specific development and conservation regulations for sensitive natural areas.
- Acquire and incorporate wetlands into New Prague's park system as natural amenities.
- Support healthy ecosystems by minimizing polluted runoff, utilizing natural stormwater management techniques, remove invasive species, and engage in biodiversity conservation efforts.
- Preserve the natural character of the watershed through green space acquisition, floodplain regulations, and drainage corridor and buffer protection.
- Support and encourage sustainable agricultural practices to protect watershed and water resource health.
- Coordinate with Scott and Le Sueur Counties on water quality programs and long-range planning efforts.















## SENSITIVE ENVIRONMENTAL FEATURES

CITY OF NEW PRAGUE  
COMPREHENSIVE PLAN UPDATE

CITY OF NEW PRAGUE  
SCOTT/LE SUEUR COUNTY, MINNESOTA

-  New Prague City Limits
-  2040 Comprehensive Plan Boundary
-  New Prague Parcels
-  Surface Water
-  Wetlands
- Flood Hazard Zones
  -  1% Annual Chance Flood Hazard
  -  Regulatory Floodway
  -  0.2% Annual Chance Flood Hazard

Data Sources:

Scott County, Le Sueur County, City of New Prague, FEMA





As the City grows and changes, housing demand will change to meet the needs of the market and desires of the current and potential residents. Housing is included in this Comprehensive Plan to provide guidance for City staff, officials, and developers when considering additions to and renovations of the City's housing stock. Character, market needs, and quality are important considerations when evaluating housing growth.

## **Goal 1: Attract and retain residents including young professionals, families, and retirees by supporting Life Cycle Housing throughout the community.**

### **Strategies:**

- The City of New Prague should consider limiting residential development of large and/or prohibitively expensive lots through buying and subdividing processes, encouraging cluster developments where appropriate.
- Explore a variety of housing opportunities (not just single-family homes) to provide more affordable housing for a range of households of differing needs and incomes.
- Consider allowing the conversion of larger, centrally-located homes into two- or three-unit dwellings, as well as the installation of accessory dwelling units (ADUs) on smaller lots adjacent to downtown.
- Utilize development and land use plans to guide development and placement of a variety of housing units – include single-family detached homes, townhomes, duplexes, multifamily apartment buildings, manufactured homes, and mixed-use buildings, and other forms of housing sought out by homebuyers and renters.
- Encourage and promote the development of independent adult/senior housing within the community as needed.

## **Goal 2: Complement New Prague's housing policies with economic development goals, growing businesses and population in tandem.**

### **Strategies:**

- Locate new housing in areas with adequate access to jobs, transportation, and other daily-need amenities.
- Reduce barriers and provide targeted development incentives to attract developers for new housing or mixed-use projects.
- Encourage high-density development in areas in and near downtown, and near other commercial areas to provide a diverse and balanced housing type in the City.
- Advocate for funding opportunities that are otherwise not accessible to fringe communities like New Prague (not currently eligible for most Metropolitan Council and rural funding).
- Revise density and parking requirements to support the feasible development of residential and mixed-use areas.

*Lifecycle Housing is an approach to housing that aims to identify and accommodate the unique needs of every life stage, from college students/young adults to established families with children to empty-nesters/retirees. This approach advocates for the inclusion of numerous housing types, sizes, and price points in every neighborhood.*

Economic development is realized through the growth and retention of jobs, a diversity of business types and subsequent increases in buying power, investment in the built environment, and general improvement in the community's quality of life. New Prague recognizes that economic success and a focus on workforce development requires extensive collaboration with other public entities – the City will be an active partner in these efforts and will avoid duplication of services for efficiency purposes. Support for these efforts may include staff time, funding, policies, endorsement, and promotion of projects.

### **Goal 1: Support strategic economic growth within the MN 19, MN 21, and TH 13 corridors and downtown area, to provide additional retailers, businesses, and services for the community.**

#### **Strategies:**

- Periodically re-evaluate the current mix of retail, restaurant, and service businesses to identify new businesses that will attract residents and regional customers to New Prague.
- Use capital improvement planning, development requirements, and development agreements to ensure that infrastructure is adequate immediately and in the future.
- Consider creating a corridor plan or concept with future development options for MN 19, MN 21, and/or TH 13.
- Utilize this Comprehensive Plan document to promote continued commercial development along MN 19 that is in character with the recommendations.
- Regularly conduct “business retention visits” with existing business owners to evaluate current and future resource needs.

### **Goal 2: Develop strategies to promote sustainable and holistic economic development.**

#### **Strategies:**

- Identify and address the complex network of needs that could deter employees from settling in New Prague, such as a lack of housing diversity, childcare, long-term job opportunities, entertainment, etc.
- Support the needs of the growing population by actively assisting new business opportunities via programs, space, and infrastructure.
- Maintain an adequate supply of land for commercial and industrial development, either through annexation or redevelopment.
- Facilitate partnerships between the school district and local businesses for the development of a “youth workforce development” program, in which high school students receive career guidance from tradespeople in the community.



Successful and economically vital communities are built from collaborative efforts among the City, local school district, businesses, and organizations. They also form and maintain relationships with regional organizations like Scott and Le Sueur Counties, nearby communities, the State of Minnesota, and federal agencies.

## **Goal 1: Maintain mutually beneficial relationships and partnerships with neighboring counties and municipalities, as well as state and federal agencies.**

### **Strategies:**

- Coordinate with Le Sueur and Scott Counties, the State of Minnesota, and surrounding communities to review proposed changes to land use, transportation system, and utilities that will have an impact on New Prague.
- Revisit orderly annexation agreements with neighboring townships and consider drafting a short annexation phasing prioritization plan, if needed.
- Involve Rice County in any conversations concerning annexation of lands east of New Prague.
- Support New Prague Area Schools in their growth, community engagement activities, and site improvement initiatives.
- Partner with the school district on land use, utility, and transportation improvement planning.

## **Goal 2: Enhance the efficiency and quality of public services by collaborating with other governmental entities in the region.**

### **Strategies:**

- Coordinate with adjoining jurisdictions during outdoor recreation planning to seek complementary recreation investments where service areas overlap. Work to avoid duplication of unique amenities.
- Enforce, abide by, and maintain existing intergovernmental cooperative agreement with neighboring jurisdictions to provide predictability for property owners, avoid municipal boundary disputes, and plan for efficient provision of public services.
- Collaborate with MNDOT; Le Sueur, Scott, and Rice Counties; and local organizations and developers to execute development priorities as outlined in City plans.

Resilience is the ability of a system to respond to, adapt to, and recover from negative events. Resilience has three major components: social, economic, and environmental. Strong social networks, efficient economies and thoughtful government budgets, and the protection of vital natural resources all have a positive impact on a community's ability to bounce back after unexpected disruptions like natural disasters.

## **Goal 1: Encourage sustainable practices throughout the community, including development and infrastructure practices.**

### **Strategies:**

- Encourage energy efficiency in buildings, lighting, and infrastructure.
- Support development practices that allow for the capture and use of clean energy.
- Utilize native and/or disease-resistant plants to maintain aesthetic and natural qualities of the community.
- Prioritize and protect vital natural resources from overconsumption and destruction.
- Support the addition of charging stations for electric vehicles at public entities as well as with new commercial development.
- Encourage the reduction of waste community-wide, while leveraging environmentally friendly disposal opportunities such as the existing community compost area.
- Continue implementing GreenStep best practices to achieve community sustainability and quality-of-life goals.

## **Goal 2: Encourage residents to build relationships within and across neighborhoods.**

### **Strategies:**

- Collaborate with local leaders to improve residents' connections to City departments, local nonprofit organizations, and each other.
- Encourage interaction among residents through small-scale gatherings such as neighborhood block parties.
- Continue to plan and support large-scale community gatherings and "legacy events" such as the New Prague Dožínky Festival.
- Explore ways of supporting and promoting community gardens, farmers markets and other similar community-based food projects.



# 04

## Future Land Use & Growth Management



**27.3%**  
Low Density Residential

The City of New Prague is approximately 2,524 acres, or about 3.94 square miles in size. Figure 4, on the following page, shows the current land use in New Prague by existing land use category, as observed in 2024. The largest category is Low Density Residential, which accounts for approximately 27.3% of land use in the community.



**2.9%**  
Medium Density Residential

Medium Density Residential uses account for 2.9% of developed property and High Density Residential uses account for 1.9% – these areas will face increased growth pressure in the future as more housing options are needed to serve New Prague’s housing market demand. Medium density owner-occupied and high-quality rental housing options are especially attractive to single professionals, young families, single-parent families, and retirees.



**1.9%**  
High Density Residential



**11.3%**  
Public and Institutional

The City has a significant amount of land dedicated to Public/Institutional uses – approximately 11.3% – largely due to properties owned by the school district. There are also numerous religious institutions, municipal service buildings, and a City-owned wastewater treatment plant.



**5.1%**  
Commercial

Approximately 5.1% of the City’s land is dedicated to Commercial uses, and another 5.6% dedicated to Industrial uses. It is anticipated that as the community grows, there will be additional land needed for commercial and light industrial uses. The future land use map on page 41-42 identifies multiple opportunities for industrial park establishment or expansion.



**5.6%**  
Industrial

Vacant/Agricultural areas are the second largest land use category at about 20.8% of the community’s total area. This category includes properties inside the current City limits that are utilized for agricultural production, undevelopable due to wetlands or floodplains, or awaiting new development. These properties should be prioritized as opportunities for further development before annexation is considered; however, these properties may require utility or infrastructure extension/improvements to support development.



**20.8%**  
Vacant/  
Agricultural



**8.7%**  
Parks &  
Open Space

Parks and Open Space makes up about 8.7% of the community, encompassing City parks and the New Prague Golf Club. As the City expands, land should be set aside for natural conservation and the expansion of recreational opportunities.



**16.4%**  
Right-of-Way

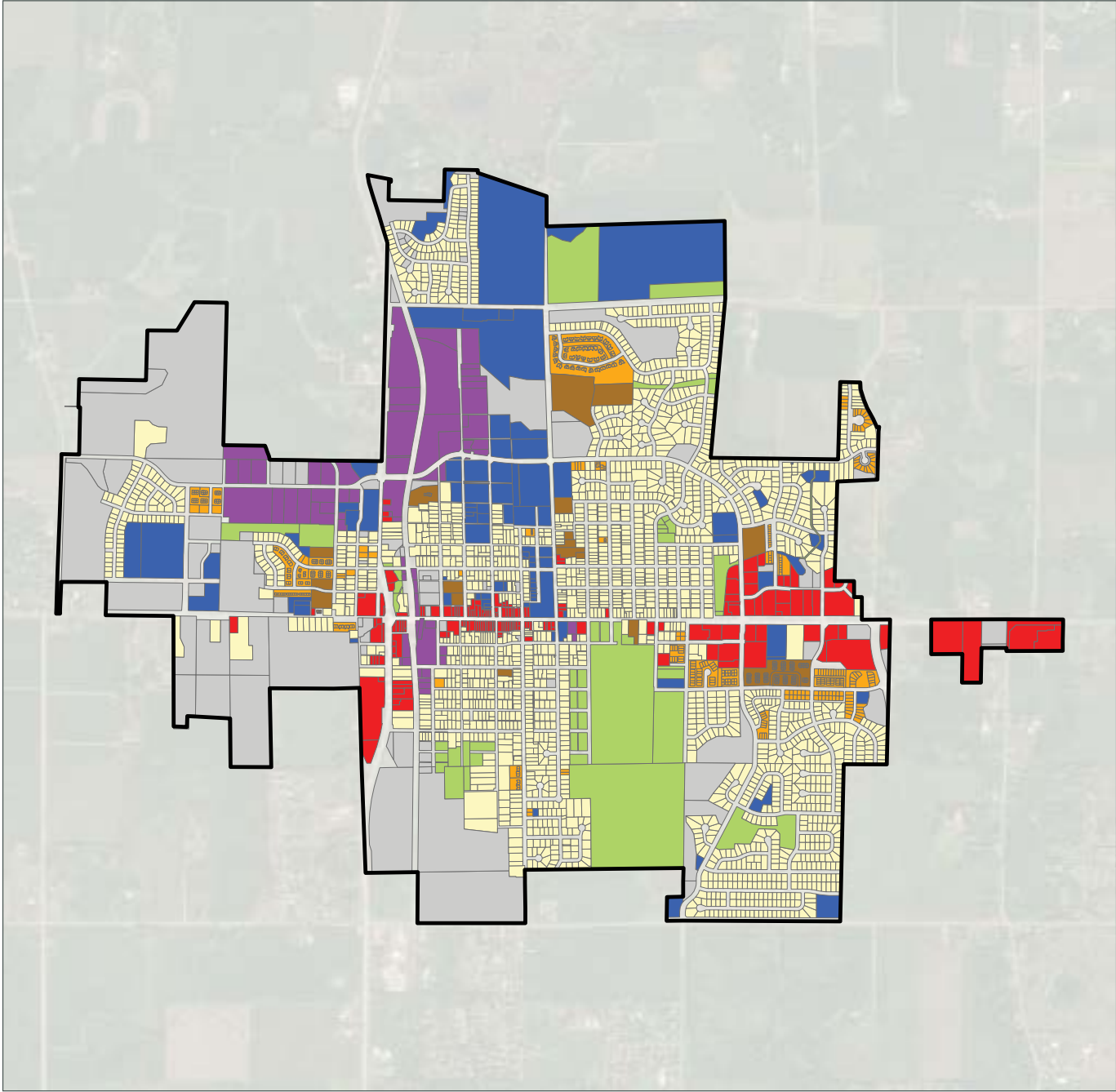
Right-of-Way is a type of easement that is reserved for transportation needs, including roads, sidewalks, alleys, and railroads. It currently makes up approximately 6.4% of New Prague’s land.

New Prague 2024 Existing Land Use			
Land Use Category	Acres	% of Total Acres	Acres per 100 People
Low Density Residential	688.3	27.3%	8.25
Medium Density Residential	72.9	2.9%	0.87
High Density Residential	48.4	1.9%	0.58
Commercial	128.8	5.1%	1.54
Industrial	140.4	5.6%	1.68
Public	285.3	11.3%	3.42
Parks & Open Space	220.3	8.7%	2.64
Vacant & Agricultural	525.2	20.8%	6.30
Right-of-Way	414.3	16.4%	4.97
<b>Total</b>	<b>2,524</b>	<b>100%</b>	<b>2023 Population - 8,283</b>

Figure 4: Existing Land Use Acreage Calculations

Determining the minimum amount of land that should be planned for residential, commercial, and industrial growth is an important step in identifying potential growth areas for New Prague. The table above utilizes U.S. Census data and identifies the current number of acres per 100 people and number of acres by land use classification.

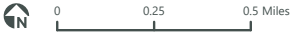




- SINGLE FAMILY RESIDENTIAL
- MED DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- PUBLIC
- PARKS & OPEN SPACE
- VACANT & AGRICULTURAL
- CURRENT CITY LIMITS

### EXISTING LAND USE

CITY OF NEW PRAGUE, MINNESOTA  
SCOTT AND LE SUEUR COUNTIES



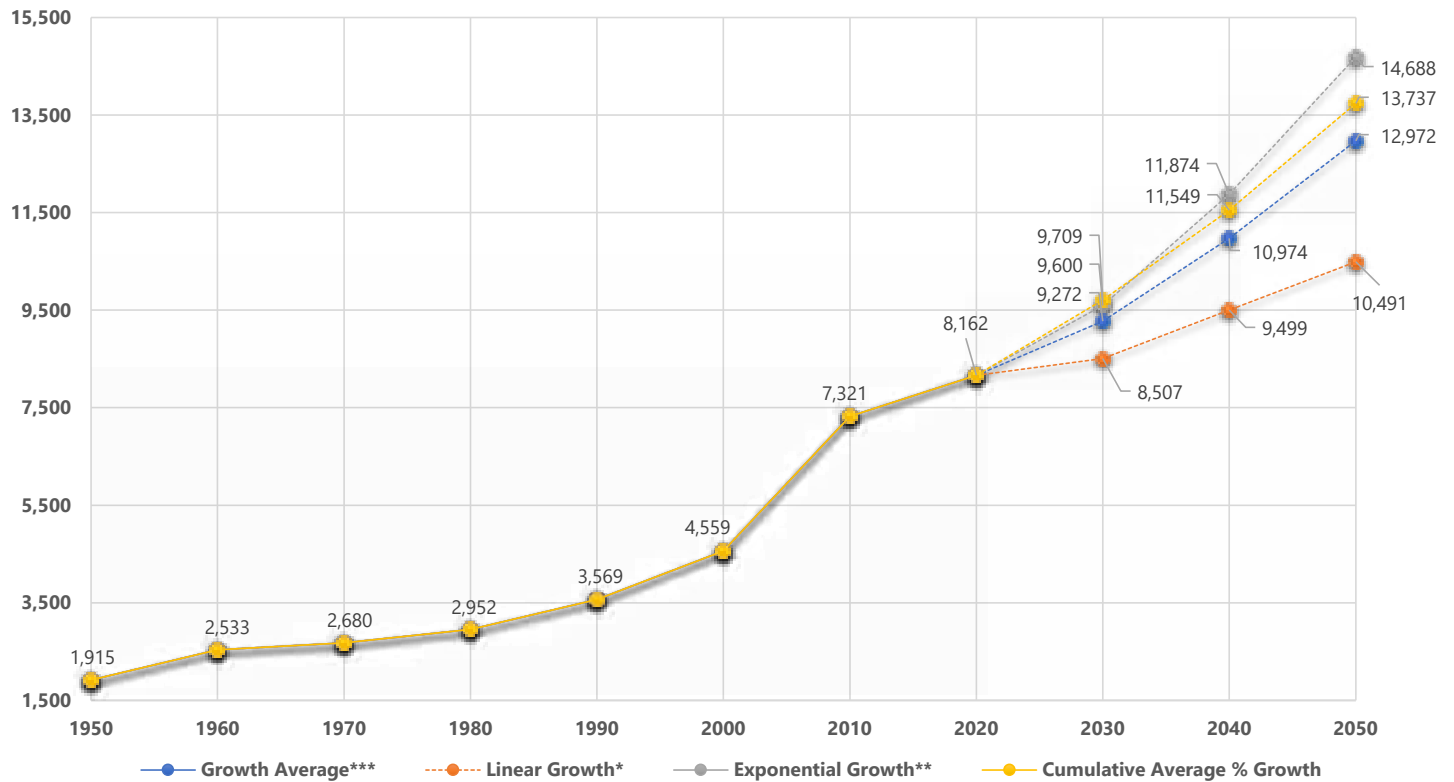
## Population Growth

Growth forecasting predicts outcomes of when, where, and how much population and household growth New Prague can expect in the next 20 years. This information is useful for determining future land use needs.

Between 2010 and 2020, the population of New Prague increased by 841 people to a total of 8,162 residents. This is an increase of about 0.96% per year, or 11.5% over the 10 year timespan. After the Great Recession, the community’s population growth generally slowed, with the U.S. housing market peaking around 2006. Following the subprime mortgage crisis of 2007-2010, housing construction has become less frequent; however, New Prague’s population – and therefore demand on housing – will grow as the City expands its boundaries. Population projections can be made using linear growth calculations and exponential growth calculations, as shown in the graph below.

To assist with future land use planning, this plan uses a cumulative average growth rate of 2.28%, created by averaging the linear and exponential growth projections (indicated by the yellow line). The table below shows that the City of New Prague is projected to have a population of 9,600 in 2030, 11,874 residents in 2040, and 13,737 residents in 2050.

Figure 5: New Prague’s Historic and Projected Population (1890-2050)



\*Calculated Using Excel Linear Growth Formula  
 \*\* Calculated Using Excel Exponential Growth Formula  
 \*\*\* Average of Linear, Exponential and Cumulative Projections

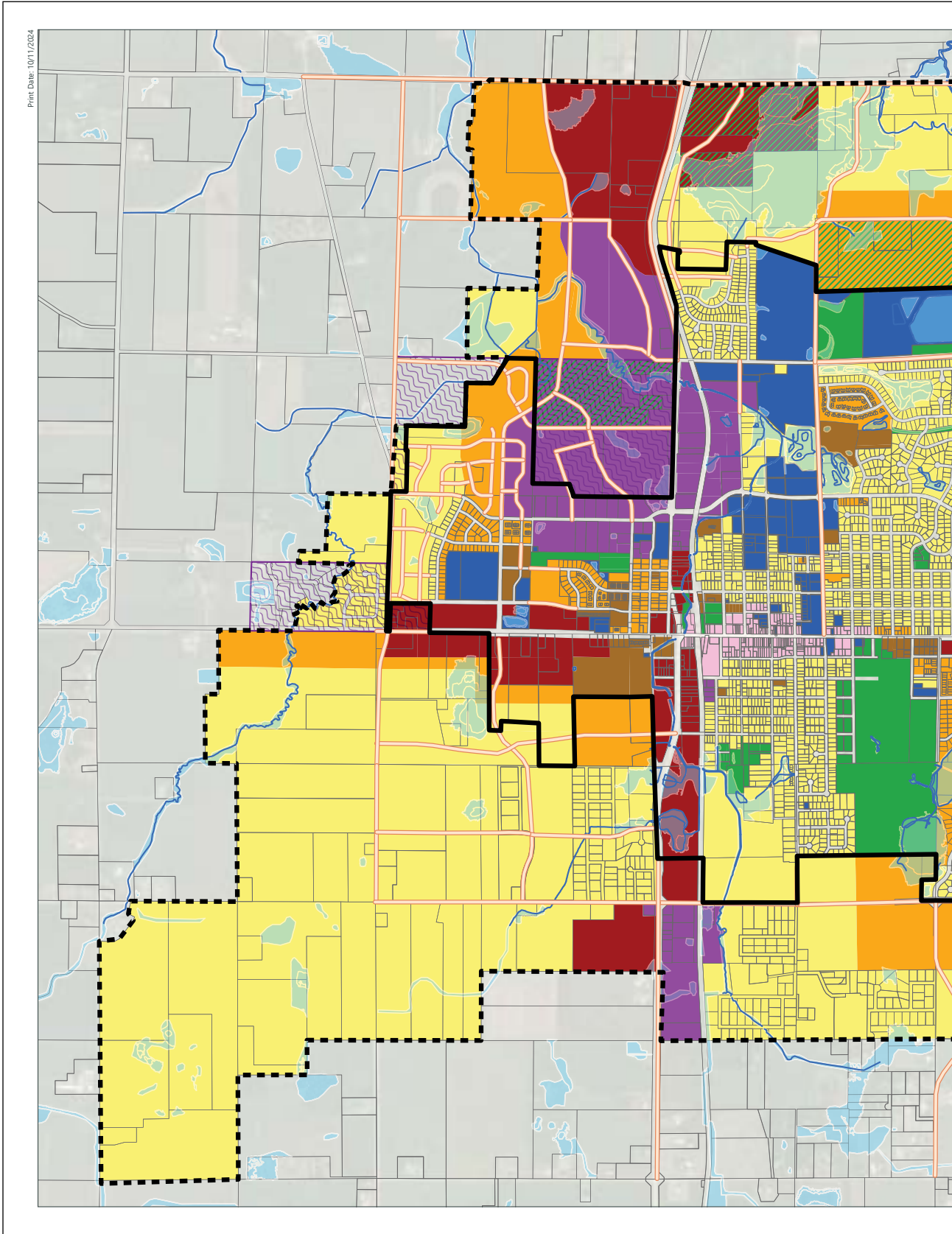
Estimates on Future Land Use Needs Based on Projected Population						
Land Use Category	Total Acres	Additional Acres of Land Needed by 2030	Additional Acres of Land Needed by 2040	Additional Acres of Land Needed by 2050	Total Acres Needed by 2050	Planned Acreage from Future Land Use Map*
Low Density Residential	688.3	242.5	626.1	878.9	2435.9	2071.8
Medium Density Residential	72.9	25.7	66.3	93.1	258.1	860.6
High Density Residential	48.4	17.0	44.0	61.8	171.2	99.4
Commercial	128.8	45.4	117.1	164.4	455.6	767.8
Industrial	140.4	49.5	127.7	179.3	496.9	325.7
Public	285.3	–	–	–	–	–
Parks & Open Space	220.3	–	–	–	–	567.0
Vacant & Agricultural	525.2	–	–	–	–	–
Right-of-Way	414.3	–	–	–	–	–
<b>Total</b>	<b>2,524.0</b>	<b>358.60</b>	<b>925.68</b>	<b>1,299.49</b>	<b>4,737.64</b>	<b>6,691.01</b>
		Est. 2030 Population: 9,600	Est. 2040 Population: 11,874	Est. 2050 Population: 13,373		

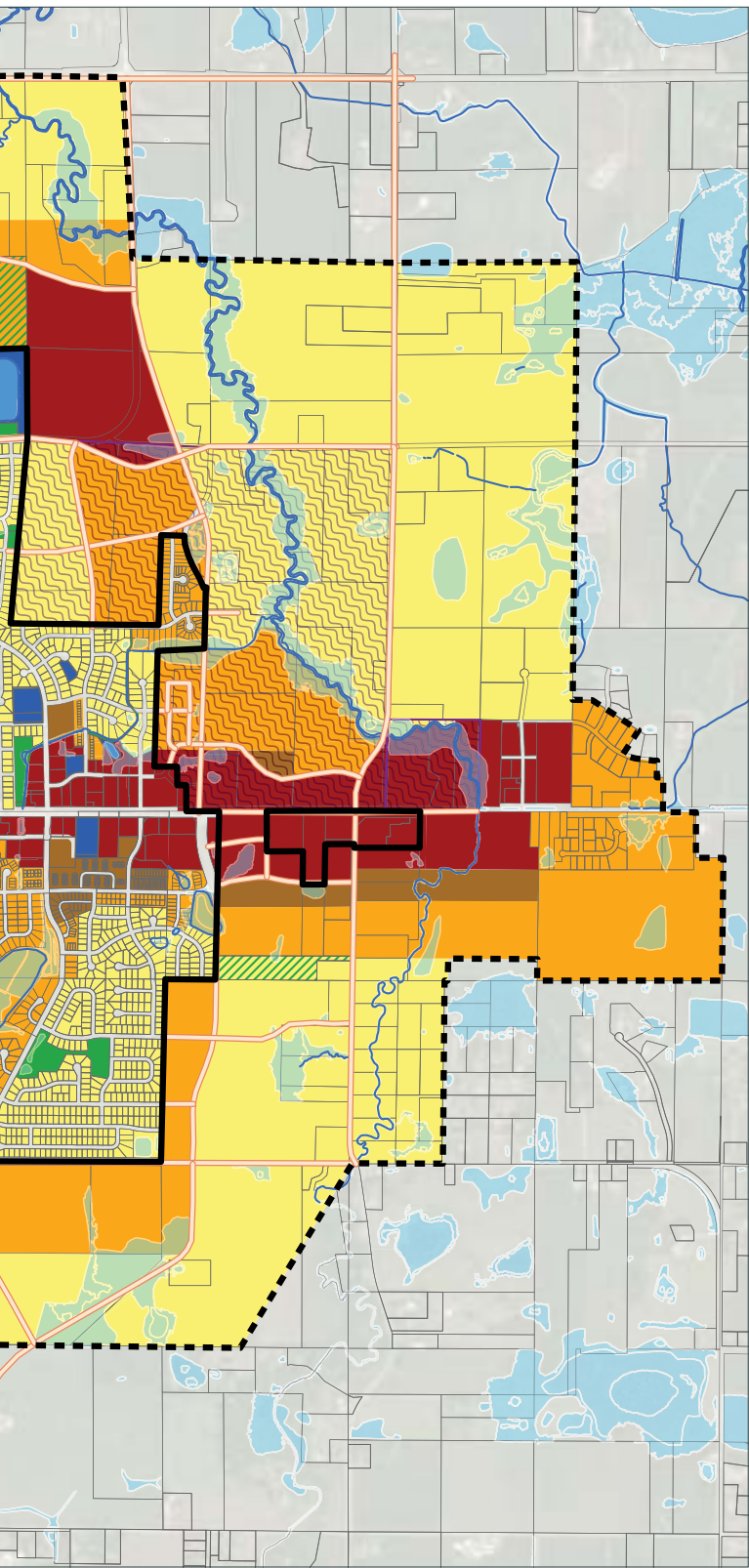
Figure 6: Estimates on Future Land Use Needs Based on Projected Population

\*The future land use map, which uses the same boundary line as the 2024 Sanitary Sewer System Feasibility Study (see Appendix D), plans for more acreage than New Prague needs based on population projections alone. This is because the future land use map takes into account future population needs, planned infrastructure improvements, and uncertainty of which properties can/will be developed within the planning timeline. The table above documents this acreage discrepancy and provides multiple estimates for how New Prague should go in the next few decades to accommodate anticipated growth.

Using the projected 2030-2050 population for New Prague and number of acres per 100 people, the table above shows the projected additional acres that need to be considered for Single Family Residential, Medium Density Residential, High Density Residential, Commercial, and Industrial development through 2050. These calculations serve as a minimum for guiding future development. These estimates, and the projected acres needed by land use classification, should be reviewed annually to ensure they align with New Prague’s projected needs.

There are a number of land use categories not included in the above projections. The reason for their exclusion is that the amount of acres within each of these categories is not directly dependent on – and cannot be easily projected from – population growth.





# FUTURE LAND USE

CITY OF NEW PRAGUE  
COMPREHENSIVE PLAN UPDATE

CITY OF NEW PRAGUE  
SCOTT/LE SUEUR COUNTY, MINNESOTA

Future Land Use Categories

- Single Family Res
- Medium Density Res
- High Density Res
- Downtown Flex
- Business Flex
- Industrial
- Public
- Parks and Green Space
- Proposed Parks
- Future Road Corridors
- Wetlands
- Surface Water
- Helena Township OAA
- New Prague City Limits
- 2040 Comprehensive Plan Boundary
- New Prague Parcels

Data Sources:

Scott County, Le Sueur County, City of New Prague, FEMA



## Using the Future Land Use Map

The future land use map on pages 41-42 identifies categories of similar use, character and density. This map and the corresponding text are to be consulted whenever development is proposed. Development shall be consistent with the land use category shown on the map and the corresponding text.

Where uses in this map differ from the current use, it is not the general intent of the City to compel a change in use. Except in rare instances when the City may actively facilitate redevelopment of a priority site, the City's use of this map will be only reactive, guiding response to proposals submitted by property owners and petitioners.

## Amending the Future Land Use Map

It may, from time to time, be appropriate to consider amendments to the future land use map. The following criteria should be considered before amending the map.

### Agricultural

The total number of acres of agricultural land surrounding New Prague may continue to decrease. The City's population is projected to continue growing and additional property may be petitioned for rezoning to accommodate the development needed to support the growing population. This anticipated growth must be balanced against the goals of preserving agricultural land for the purposes of resource protection and maintaining agricultural contributions to the region.

### Compatibility

The proposed development, or map amendment, will not have a substantial adverse effect on adjacent property or the character of the area, with a particular emphasis on existing residential neighborhoods. A petitioner should indicate approaches that will minimize incompatibilities between uses.

### Natural Resources

Proposed development should not have a negative or unmitigated impact on important natural features such as wetlands, floodplains, steep slopes, scenic vistas, or significant woodlands. The proposed building envelope is not located within the setback of floodplain zones (raised above regional flood line) or shoreland zones. The proposed development will not result in undue water, air, light, or noise pollution in order to complement the small town character. Petitioners shall indicate approaches that will preserve or enhance the most important and sensitive natural features of the proposed site.

### Emergency Vehicle Access

The lay of the land will allow for construction of appropriate roads and/or driveways that are suitable for travel or access by emergency vehicles.

### Public Need

There is a clear public need for the proposed change or unanticipated circumstances have resulted in a need for the change. The proposed development is likely to have a positive fiscal or social impact on the City.

Ability to Provide Services

Provision of public facilities and services for new development will not place an unreasonable financial burden on the City. Petitioners may demonstrate to the City that the current level of services in the City or region, including but not limited to school capacity, transportation system capacity, emergency services (police, fire, EMS), parks and recreation, storm water, and potentially sewer services or water services, are adequate to serve the proposed use. Petitioners shall also demonstrate how they will assist the City with any shortcomings in public services or facilities.

Adherence to Other Portions of this Plan

The proposed development is consistent with the general vision for the City and the goals and strategies of this Plan.

*The Zoning Compatibility Matrix illustrates which land use categories (shown in the far left column) would align with each zoning district in New Prague's Code of Ordinances. This could include similarities in permitted uses, intended density, and suggested design standards.*

Zoning Compatibility Matrix										
Land Use Categories C – Compatible PC – Partially Compatible	Zoning Districts									
	RL-90 Single-Family Residential	RL-84 Single-Family Residential	RL-70 Single-Family Residential	RM Medium Density Residential	RH High Density Residential	B-1 Central Business	B-2 Community Commercial	B-3 Highway Commercial	I-1 Light Industrial	
Single Family Residential	C	C	C	C	C					
Medium Density Residential	PC	PC	PC	C	C	PC				
High Density Residential	PC	PC	PC	PC	C	PC				
Downtown Flex						C	PC			
Business Flex						PC	C	C	C	
Industrial							PC	PC	C	
Parks and Green Space	C	C	C	C	C	PC	PC	PC	C	
Public Uses	C	C	C	C	C	C	C	C		

## Future Land Use Categories

The future land use categories identify areas of similar use, character and density. These classifications are not zoning districts – they do not legally set performance criteria for land uses (i.e. setbacks, height restrictions, density, etc.). The strategies listed with each category are provided to help landowners and City officials make decisions during the development review process that are consistent with the intent of the land use category.

The categories designated on the future land use map are:

- **Single Family Residential**
- **Medium Density Residential**
- **High Density Residential**
- **Downtown Flex**
- **Business Flex**
- **Industrial**
- **Parks and Green Space**
- **Public Uses**



### Single Family Residential

This land use designation encompasses most residential lots in New Prague, as most are intended for single-family detached housing units. As the City continues to grow, lots closer to downtown could be considered for conversion into multi-unit dwellings to increase density in core residential areas; accessory dwelling units (ADUs) could also be used in larger lots. The primary zoning districts for Single-Family Residential are RL-90, RL-84, and RL-70.



### Medium Density Residential

This land use designation is intended for multi-dwelling housing units with a maximum density of 12 units per acre. The primary zoning district for Medium Density Residential is RM.



### High Density Residential

This land use designation is intended for multi-dwelling housing units with a maximum density of 32 units per acre. The primary zoning district for High Density Residential is RH.



### Downtown Flex

This category includes public, commercial, and residential properties that are currently in the downtown area, along Main St between MN 21 and Memorial Park. This land use category was created to preserve the area's existing infrastructure and allow for its variety of uses to continue to work cohesively together. The primary zoning district for Downtown Flex is B-1.





### Business Flex

This category offers space for a variety of commercial, office, and light production uses, as well as complementary office and retail uses that support the adopted goals of the City. This encompasses commercial areas adjacent to major roadways on the outskirts of the City and serves as a transition from industrial uses to less intense residential or commercial uses. The primary zoning district for Business Flex is B-2 and B-3.



### Industrial

This land use designation is intended for office, office-industrial, transportation, warehousing, storage, and other uses exhibiting industrial characteristics. The primary zoning district for Industrial is I-1.



### Parks and Green Space

This land use category includes active or passive parks such as playing fields, playgrounds, golf courses, and other appropriate recreational uses as well as undeveloped lands, trails, water areas, and environmentally sensitive areas.



### Public Uses

This land use designation includes public or semi-public facilities including but not limited to: governmental offices, police and fire facilities, clinics, educational institutions, and places of worship.

The purpose of land use planning is to safeguard and improve a community's quality of life, economic well-being, infrastructure, public safety, and environmental health over time. Creating goals and objectives is a critical step in the development of the future land use plan.

## Goal 1: Encourage thoughtful development in strategic areas of New Prague.

### Strategies:

- Discourage urban sprawl in New Prague, restrict leapfrog development, encourage systematic expansion within incorporated cities, and adhere to the future land use plan when assessing requests for rezoning.
- Encourage structured, sustainable expansion that corresponds with the vision and character of New Prague.
- Continue to work with the Counties and surrounding townships to limit large lot rural residential development around New Prague and in the townships.
- Promote lifecycle housing by allowing for a variety of housing types; specifically a mix of densities within New Prague's residential land.

## Goal 2: Promote the preservation and conservation of environmental and historic land uses in New Prague.

### Strategies:

- Protect and preserve ecologically sensitive land throughout the community.
- Protect and preserve historic sites and/or landforms throughout the community.
- Discourage development in or near environmentally sensitive land through the use of conservation easements/buffers, and avoiding development within the floodplain.
- Discourage greenfield development in ecologically sensitive areas.



# 05 Implementation

## City Roles and Responsibilities

Responsibility for implementing and enforcing this plan lies primarily with the City Council, Planning Commission, and City staff.

### City Council

The City Council sets priorities, approves budgets and tax rates, and often has the final say on key aspects of public and private development projects. The value and legitimacy of this plan is directly related to the degree to which Council members are aware of the plan and expect City actions to be consistent with this plan. Each Council member should have a copy of this plan and be familiar with the major goals and objectives described herein. The City Council should expect and require that staff recommendations and actions both reference and remain consistent with this plan, or that the plan is amended as needed to fit changing conditions.

### Planning Commission

Land use and development recommendations are a core component of this plan, and the Planning Commission has a major role in guiding those decisions. Planning Commission members shall each have a copy of this plan and shall be familiar with the content, especially Chapter 4: Future Land Use and Growth Management. It is generally the responsibility of the Planning Commission to determine whether proposed projects are consistent with this plan, and to make decisions and recommendations that are consistent with this plan.

In cases where actions that are inconsistent with this plan are deemed to be in the best interest of the City, the Planning Commission should initiate efforts to amend the plan to better reflect City interests. This will help to reinforce the legitimacy of the plan as an important tool in guiding City decision making.

### City Staff

City staff have a significant influence on the selection and completion of all kinds of capital and operational projects. It is imperative that staff support and actively work to implement the various strategies and actions in this plan.

Community Development, Economic Development, Public Works, and other City staff personnel should consult the Comprehensive Plan during goalsetting processes, annual budgeting, planning for major public and private projects, and communications with residents, business owners, and elected and appointed officials. All other staff members should be aware of the plan and the connections between the plan and City projects. The purpose of this extra effort is to strengthen staff recommendations and reinforce the plan as a relevant tool integral to City functions and decision making.

## Education and Advocacy

Implementation of this plan also depends on the actions and decisions of entities other than City government. Some responsible, non-municipal parties that the City collaborates with include the New Prague Area School District, Scott and Le Sueur Counties, MNDOT, MN DNR, and surrounding communities such as Lanesburgh and Helena Townships. It is necessary to persuade these entities to be active partners in the implementation of the vision, goals, strategies of this plan.

The following City activities can support this effort:

- Share this plan with each organization, including a memo highlighting sections of the plan that anticipate collaboration between the City and the organization.
- Take the lead role in establishing a collaboration for key or crucial initiatives of the City that require regional collaboration.
- Know and communicate the intent of relevant objectives and strategies—partner organizations need to understand and buy into the rationale before they will act.
- Utilize the goals and vision from the plan to support requests for monetary support for City efforts.

## Utilizing Existing Tools

Many of the strategies identified in this plan presume the use of existing City ordinances, regulations, and programs. The City's key implementation tools include:

### Operational Tools

- Annual Goal-Setting Process
- Annual Budget Process
- Capital Improvement Plan

### Regulatory Tools

- Building and Housing Codes
- Zoning Ordinance
- Subdivision Regulations
- Scott and Le Sueur County Ordinances
- State and Federal Regulations



## Annual Report

To provide lasting value and influence, this plan must be used and referenced regularly, especially during budgeting and goal setting processes. To inform the annual processes, City staff will prepare a concise Comprehensive Plan Annual Report for the City Council with input from the Planning Commission, including the following information.

- Action items in progress or completed during the prior 12 months (celebrate successes!)
- Staff recommendations for action items to pursue during the next 12 months, including removing or adding items.
- City actions and decisions during the past 12 months not consistent with the plan (if any).
- Staff recommendations for any amendments to the adopted plan.

## Link to Annual Goals and Budget

The most important opportunity for this plan to influence the growth and improvement of the City is through the annual goal-setting, budgeting and capital planning processes. These existing annual efforts determine what projects will and will not be pursued by the City, so it is very important to integrate this plan into those processes every year.

The compilation of actions in the next section is a resource to support decisions about how and where to invest the City's limited resources. The Annual Report should draw from these actions and decisions.

The Planning Commission should make formal recommendations for the Council's consideration, identifying those choices and commitments most likely to further the goals and objectives identified in this plan.

The following process and schedule is recommended:

Step 1 - Staff completes the Comprehensive Plan Annual Report.

Step 2 - Planning Commission considers Annual Report and makes formal recommendation to Council regarding action items to pursue and Comprehensive Plan amendments.

Step 3 - Department Directors consider Annual Report and Planning Commission recommendations, complete goal-setting exercises. Council holds a public hearing and considers adoption of any Comprehensive Plan amendments.

Step 4 - City Council goal setting.

Step 5 - Budget preparation process.


Step 6 - Budget adopted.

The Action Plan detailed on the following pages is designed as a guide to help City officials, community leaders, and private investors prioritize opportunities and address issues with the City and the surrounding area. The desired vision for the City cannot be created overnight. However, by incrementally implemented the recommendations within this plan, the City can achieve the desired outcomes set forth in this Comprehensive Plan.


### Potential Funding Sources


Below are several of the broad funding sources available to help offset costs to complete the projects listed in this plan.


- General City Funding: It is assumed that some general funds and/or general obligation bonds will be required to assist with the completion of projects or as matching sources for state or federal grants.
- Special Assessments: Particular projects that benefit individual properties (e.g. water, sewer, or sidewalk installations) could be funded through special assessments whereby the City recoups initial design and construction costs through increased property tax assessments on those properties for a set period of time.
- Revenues: Projects related to drinking water, sanitary sewer, and storm water could be funded using system revenues, bonds, or fees collected from system users across the community.
- Private: Some of the wayfinding projects could be partially or fully funded through private donations or public fundraising. Funding for other infrastructure projects can also be offset by using funds from impact fees the City collects as part of the approval of new development.
- State and Federal Grants and Programs: There are many different state or federal grants and programs that many be able to offset the costs of some of the identified projects. Only those programs most likely to award funding to are listed.
- Tax Increment Financing (TIF): A program where the additional taxes generated from a development in a TIF district would go towards specified public improvements in a community. This program helps amplify the impacts of new development on a community while improving the attractiveness of the City.


 Community Development & Amenities		Partners	Target Completion
Goal 1: Establish the City's role as a facilitator of all types of development throughout the community.			
1a	Utilize the future land use map to plan for new development of the area.	Planning Dept, Planning Commission	Ongoing
1b	Explore development incentives that prioritize infill development/redevelopment of blighted properties and utilize existing public infrastructure.	Planning Dept, EDA	Ongoing
1c	Utilize small area plans, when necessary, to generate implementation strategies for redevelopment of specific sites.	Planning Dept, Consultant	Short-Term (0-3 Years)
1d	Revise downtown design guidelines to support the mindful maintenance, renovation, and preservation of downtown's historical character.	Planning Dept, Planning Commission	Short-Term (0-3 Years)
1e	Revise zoning/subdivision ordinances to encourage the removal of barriers to development, such as minimum lot sizes.	Planning Dept, Planning Commission	Short-Term (0-3 Years)
1f	Support public-private partnerships and work proactively with private business and landowners to facilitate investment in the community's public amenities, economic resources, and built environment.	EDA, Chamber, Businesses, Landowners	Ongoing
Goal 2: Maintain reliable and quality public services, utilities, and facilities to encourage growth and reinvestment.			
2a	Consider adopting City ordinances and regulations to preserve and protect natural resources during and after development (e.g. tree ordinance).	Planning Commission, City Council	Short-Term (0-3 Years)
2b	Continue to refer to and update the City's Wellhead Protection Plan to protect groundwater quality and resources.	Public Works Dept	Ongoing
2c	Encourage connectivity among new and existing developments through pedestrian/bicycle facilities and trails.	Park Board, City Council	Ongoing
2d	Use engagement feedback (Appendix B) to inform capital improvement planning, budgeting, and new project selection.	City Council, Dept Heads	Ongoing
2e	Use annual capital improvement planning and budget processes to secure funding for regular facility/infrastructure maintenance, replacement, and expansion.	City Council, Dept Heads	Ongoing
2f	Regularly engage with residents and businesses to ensure that services, facilities, and businesses meet the needs of the community.	Planning Dept, Chamber of Commerce	Ongoing





 Transportation		Partners	Target Completion
Goal 1: Create a multimodal transportation network that aligns with anticipated land use/development plans, protects natural resources, and balances motorized and non-motorized needs.			
1a	Utilize Complete Street principles when evaluating highway and road improvement projects.	City, Counties, MNDOT	Short-Term (0-3 Years)
1b	Consider requiring and/or incentivizing developers to include non-vehicular transportation facilities in their subdivisions and development plans – particularly trail opportunities.	City	Short-Term (0-3 Years)
1c	Reduce the amount and density of cul-de-sacs in development to improve connectivity among vehicular and non-vehicular transportation facilities.	City	Short-Term (0-3 Years)
1d	Continue to preserve right-of-way corridors and adhere to spacing guidelines based on each road’s functional classification.	City, County, MNDOT	Ongoing
1e	Ensure that City plans for vehicular and non-vehicular transportation align with each other for capital improvement planning and budgeting.	City	Ongoing
1f	Continue to promote and support local community-based transit services such as SmartLink, Hop Scott, and TRUE Transit.	City	Ongoing
Goal 2: Develop a comprehensive and accessible system of pedestrian spaces that support users of all ages and abilities.			
2a	Consider incentivizing sidewalk construction and maintenance to ensure a well-connected pedestrian network throughout the community, prioritizing separated or off-street paths where able.	City	Short-Term (0-3 Years)
2b	Identify gaps in ADA-compliant access by engaging the community and analyzing current conditions.	City, County, MNDOT	Short-Term (0-3 Years)
2c	Identify funding opportunities and partnerships to fix instances of ADA non-compliance throughout the community.	City, County, MNDOT	Short-Term (0-3 Years)
2d	Utilize Safe Routes to School programs to enhance physical pedestrian crossings and educate students on safe traveling strategies.	City, School District, Counties, MNDOT	Short-Term (0-3 Years)

 Parks and Recreation		Partners	Target Completion
Goal 1: Develop and support a comprehensive system of safe, aesthetically pleasing, and useful open spaces and trails that serve the entire community.			
1a	Use the 10-minute walk principle to identify and address coverage gaps in the park system as future development occurs.	Planning Dept, Park Board	Ongoing
1b	Continually plan for trail linkages to important community facilities, recreational assets, and neighborhoods.	Planning Dept, Park Board	Ongoing
1c	Through the development review process, encourage new development that preserves natural features, contributes new parkland, and extends the Greenway trail system (if applicable).	Planning Dept, Planning Commission, Park Board	Ongoing
1d	Complete an active mobility study to identify funding and implementation strategies for off-street trail network expansion.	Planning Dept, Consultant	Medium Term (3-6 Years)
1e	Update New Prague's Parks Master Plan to guide future development of the community's parks, trails, and green space.	Planning Dept, Consultant	Short-Term (0-3 Years)
1f	Consider rail-to-trail conversion opportunities if railroad tracks within New Prague's boundaries are abandoned.	Planning Dept, Planning Commission, Park Board	Long-Term (7+ Years)
Goal 2: Continue partnerships with Le Sueur and Scott Counties, the State of Minnesota, adjacent communities, New Prague Area Schools, regional agencies, and civic organizations to provide comprehensive recreation facilities and programs.			
2a	Collaborate with the school district to share facilities for recreation and sports programs serving all populations within the community.	Planning Dept, Park Board, School District	Ongoing
2b	Consider a public-private partnership to plan and build a multi-sport indoor athletic complex.	Planning Dept, Park Board, School District	Long-Term (7+ Years)
2c	Collaborate with local and regional entities to identify funding and land to develop an off-road trail connection between the City of New Prague and Cedar Lake Farm Regional Park.	Park Board, Scott County, MN DNR, Three Rivers Park District	Funding Medium-Term Development of Trail Long-Term (7+ Years)
2d	Complete a trail corridor identification plan for the Cedar Lake Trail Expansion project.	Park Board, Scott County, MN DNR, Three Rivers Park District	Medium-Term (3-6 Years)
2d	Create directional and/or informative signage about the community's recreational assets for visitors, employers, and potential residents.	Public Works, Park Board, Planning Dept	Medium-Term (3-6 Years)
2e	Gather community input and collaborate with local sports organizations to identify recreational amenities that should be expanded or enhanced.	Planning Dept, Park Board	In progress with Wold acting as consultant


 Agriculture & Natural Resources		Partners	Target Completion
Goal 1: Protect and enhance the natural settings unique to the character of New Prague.			
1a	Continue to require areas of green space in new developments to provide for preservation and aesthetics.	Planning Commission, Park Board	Ongoing
1b	Consider requiring conservation and/or comparable restoration of natural features during the development process – including preservation or replacement of trees and natural waterways.	Planning Dept, Planning Commission	Short-Term (0-3 Years)
1c	Prioritize infill development within the City over development on adjacent agricultural lands to maintain the rural charm surrounding the community.	Planning Commission	Ongoing
1d	Raise residents’ awareness of Minnesota’s Right to Farm law to mediate potential conflicts between residential and agricultural uses.	Planning Dept	Ongoing
Goal 2: Manage, enhance, and preserve unique land and water resources by avoiding development on high value wetlands, floodplains, or within close proximity to Phillips Creek.			
2a	Create a conservation overlay within New Prague’s zoning map that outlines specific development and conservation regulations for sensitive natural areas.	Planning Dept, Planning Commission, Parks Board	Short-Term (0-3 Years)
2b	Acquire and incorporate wetlands into New Prague’s park system as natural amenities.	Planning Dept, Planning Commission, Parks Board	Ongoing
2c	Support healthy ecosystems by minimizing polluted runoff, utilizing natural stormwater management techniques, remove invasive species, and engage in biodiversity conservation efforts.	Businesses, Landowners	Ongoing
2d	Preserve the natural character of the watershed through green space acquisition, floodplain regulations, and drainage corridor and buffer protection.	City Council, Planning Commission, Park Board	Ongoing
2e	Support and encourage sustainable agricultural practices to protect watershed and water resource health.	City Council, Planning Commission	Ongoing
2f	Coordinate with Scott and Le Sueur Counties on water quality programs and long-range planning efforts.	City	Ongoing

 Housing		Partners	Target Completion
Goal 1: Attract and retain residents including young professionals, families, and retirees by supporting Life Cycle Housing throughout the community.			
1a	The City of New Prague should consider limiting residential development of large and/or prohibitively expensive lots through buying and subdividing processes, encouraging cluster developments where appropriate.	Planning Dept, Planning Commission	Ongoing
1b	Explore a variety of housing opportunities (not just single-family homes) to provide more affordable housing for a range of households of differing needs and incomes.	Planning Commission, HUD, Scott County CDA, City HRA/CDA	Ongoing
1c	Consider allowing the conversion of larger, centrally-located homes into two- or three-unit dwellings, as well as the installation of accessory dwelling units (ADUs) on smaller lots adjacent to downtown.	Planning Commission, City Council	Short-Term (0-3 Years)
1d	Utilize development and land use plans to guide development and placement of a variety of housing units – include single-family detached homes, townhomes, duplexes, multifamily apartment buildings, manufactured homes, and mixed-use buildings, and other forms of housing sought out by homebuyers and renters.	Planning Dept, Planning Commission, City Council	Ongoing
1e	Encourage and promote the development of independent adult/senior housing within the community as needed.	Planning Dept, Planning Commission, City Council	Ongoing
Goal 2: Complement New Prague’s housing policies with economic development goals, growing businesses and population in tandem.			
2a	Locate new housing in areas with adequate access to jobs, transportation, and other daily-need amenities.	Planning Dept, Developers	Ongoing
2b	Reduce barriers and provide targeted development incentives to attract developers for new housing or mixed-use projects.	Planning Dept, Planning Commission, City Council	Ongoing
2c	Encourage higher-density development in areas in and near downtown, and near other commercial areas to provide a diverse and balanced housing type in the City.	Planning Dept, Planning Commission	Ongoing
2d	Advocate for funding opportunities that are otherwise not accessible to fringe communities like New Prague (not currently eligible for most Metropolitan Council and rural funding).	Planning Dept, Minnesota Housing	Ongoing
2e	Revise density and parking requirements to support the feasible development of residential and mixed-use areas.	Planning Dept, Planning Commission	Short-Term (0-3 Years)

 Economy & Employment		Partners	Target Completion
Goal 1: Support strategic economic growth within the MN 19, MN 21, and TH 13 corridors and downtown area, to provide additional retailers, businesses, and services for the community.			
1a	Periodically re-evaluate the current mix of retail, restaurant, and service businesses to identify new businesses that will attract residents and regional customers to New Prague.	Planning Dept, Chamber, EDA	Ongoing
1b	Use capital improvement planning, development requirements, and development agreements to ensure that infrastructure is adequate immediately and in the future.	City Council, Public Works, Planning Dept	Ongoing
1c	Consider creating a corridor plan or concept with future development options for MN 19, MN 21, and/or TH 13.	Planning Dept, Consultant	Medium Term (3-6 Years)
1d	Utilize this Comprehensive Plan document to promote continued commercial development along MN 19 that is in character with the recommendations.	Planning Dept, EDA	Ongoing
1e	Regularly conduct “business retention visits” with existing business owners to evaluate current and future resource needs.	EDA, Chamber	Ongoing
Goal 2: Develop strategies to promote sustainable and holistic economic development.			
2a	Identify and address the complex network of needs that could deter employees from settling in New Prague, such as a lack of housing diversity, childcare, long-term job opportunities, entertainment, etc.	Planning Dept, Planning Commission, City Council, EDA	Ongoing
2b	Support the needs of the growing population by actively assisting new business opportunities via programs, space, and infrastructure.	Chamber, EDA	Ongoing
2c	Maintain an adequate supply of land for commercial and industrial development, either through annexation or redevelopment.	Planning Commission, City Council, Planning Dept, Surrounding Townships	Ongoing
2d	Facilitate partnerships between the school district and local businesses for the development of a “youth workforce development” program, in which high school students receive career guidance from tradespeople in the community.	MNDOT, Counties, Local Orgs., Developers, Surrounding Townships	Short-Term (0-3 Years)

 Intergovernmental Cooperation		Partners	Target Completion
Goal 1: Maintain mutually beneficial relationships and partnerships with neighboring counties and municipalities, as well as state and federal agencies.			
1a	Coordinate with Le Sueur and Scott Counties, the State of Minnesota, and surrounding communities to review proposed changes to land use, transportation system, and utilities that will have an impact on New Prague.	Planning Dept, Counties, State of Minnesota, Surrounding Communities and Townships	Ongoing
1b	Revisit orderly annexation agreements with neighboring townships and consider drafting a short annexation phasing prioritization plan, if needed.	City Council, Surrounding Townships	Short-Term (0-3 Years)
1c	Involve Rice County in any conversations concerning annexation of lands east of New Prague.	City Council, Rice County	Ongoing
1d	Support New Prague Area Schools in their growth, community engagement activities, and site improvement initiatives.	City Council, School District	Ongoing
1e	Partner with the school district on land use, utility, and transportation improvement planning.	City Council, School District	Ongoing
Goal 2: Enhance the efficiency and quality of public services by collaborating with other governmental entities in the region.			
2a	Coordinate with adjoining jurisdictions during outdoor recreation planning to seek complementary recreation investments where service areas overlap. Work to avoid duplication of unique amenities.	Park Board, Surrounding Communities, School District	Ongoing
2b	Enforce, abide by, and maintain existing intergovernmental cooperative agreements with neighboring jurisdictions to provide predictability for property owners, avoid municipal boundary disputes, and plan for efficient provision of public services.	City Council, Surrounding Communities and Townships	Ongoing
2c	Collaborate with MNDOT; Le Sueur, Scott, and Rice Counties; and local organizations and developers to execute development priorities as outlined in City plans.	MNDOT, Counties, Businesses, Developers	Ongoing

Resilience		Partners	Target Completion
Goal 1: Encourage sustainable practices throughout the community, including development and infrastructure practices.			
1a	Encourage energy efficiency in buildings, lighting, and infrastructure.	Public Works, Utilities	Ongoing
1b	Support development practices that allow for the capture and use of clean energy.	Planning Commission	Ongoing
1c	Utilize native and/or disease-resistant plants to maintain aesthetic and natural qualities of the community.	Public Works, Park Maintenance Dept	Ongoing
1d	Prioritize and protect vital natural resources from overconsumption and destruction.	Planning Commission, Park Board, Landowners	Ongoing
1e	Support the addition of charging stations for electric vehicles at public entities as well as with new commercial development.	Planning Commission, City Council, Utilities Commission	Ongoing
1f	Encourage the reduction of waste community-wide, while leveraging environmentally friendly disposal opportunities such as the existing community compost area.	Planning Commission, City Council, Utilities Commission	Ongoing
1g	Continue implementing GreenStep best practices to achieve community sustainability and quality-of-life goals.	Planning Commission, City Council	Ongoing
Goal 2: Encourage residents to build relationships within and across neighborhoods.			
2a	Collaborate with local leaders to improve residents' connections to City departments, local nonprofit organizations, and each other.	Dept Heads, Chamber, Residents, Police Dept	Ongoing
2b	Encourage interaction among residents through small-scale gatherings such as neighborhood block parties.	Chamber, City Council	Ongoing
2c	Continue to plan and support large-scale community gatherings and "legacy events" such as the New Prague Dožínky Festival.	Chamber, City Council	Ongoing
2d	Explore ways of supporting and promoting community gardens, farmers markets and other similar community-based food projects.	Park Board	Ongoing

	Land Use	Partners	Target Completion
Goal 1: Encourage thoughtful development in strategic areas of New Prague.			
1a	Discourage urban sprawl in New Prague, restrict leapfrog development, encourage systematic expansion within incorporated cities, and adhere to the future land use plan when assessing requests for rezoning.	City	Ongoing
1b	Encourage structured, sustainable expansion that corresponds with the vision and character of New Prague.	City	Short-Term (0-3 Years)
1c	Continue to work with the Counties and surrounding townships to limit new large lot rural residential development around New Prague and in the townships.	City, Surrounding Townships, Counties	Short-Term (0-3 Years)
1d	Promote lifecycle housing by allowing for a variety of housing types; specifically a mix of densities within New Prague's residential land.	City	Ongoing
Goal 2: Promote the preservation and conservation of environmental and historic land uses in New Prague.			
2a	Protect and preserve ecologically sensitive land throughout the community.	City	Ongoing
2b	Protect and preserve historic sites and/or landforms throughout the community.	City	Ongoing
2c	Discourage development in or near environmentally sensitive land through the use of conservation easements/buffers, and avoiding development within the floodplain.	City	Ongoing
2d	Discourage greenfield development in ecologically sensitive areas.	City	Ongoing



# Appendix

# A

# Community Profile

This community profile utilizes a variety of data sources – including the Metropolitan Council, the U.S. Census Bureau and American Community Survey (ACS), and ESRI data – ranging between 2021 and 2024. The project team aimed to use the most up-to-date data available for each category; the year that the data was taken from is noted accordingly.

## Historic Population Growth

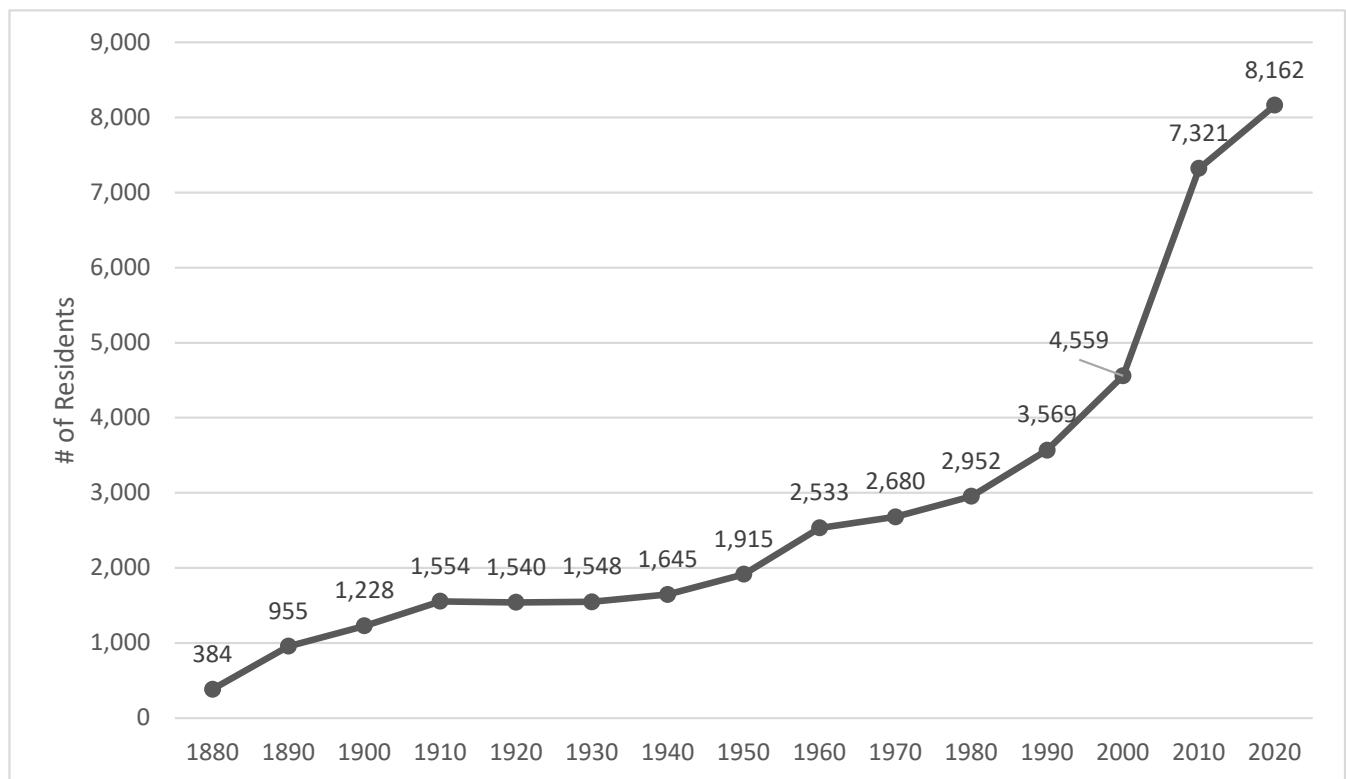
According to Metropolitan Council data, the 2023 population of New Prague was estimated to be 8,283 people. New Prague has experienced an overall increase in population over the last century, with a 60.6% jump in population between 2000 and 2010 alone. The population’s forecasted annual growth rate is calculated to be 1.38% and the household growth rate is 1.4% annually. The median household size in New Prague is 2.63, more than average for both the United States’ median (2.53) and the State of Minnesota (2.46); however, it is lower than Scott County’s median (2.83).

Average Household Size **2.63** which is more than the average for United States

Area	Value ▼	0.00	4.00
Scott County	2.83		
<b>This area</b>	<b>2.63</b>		
United States	2.53		
Le Sueur County	2.51		
Minnesota	2.46		

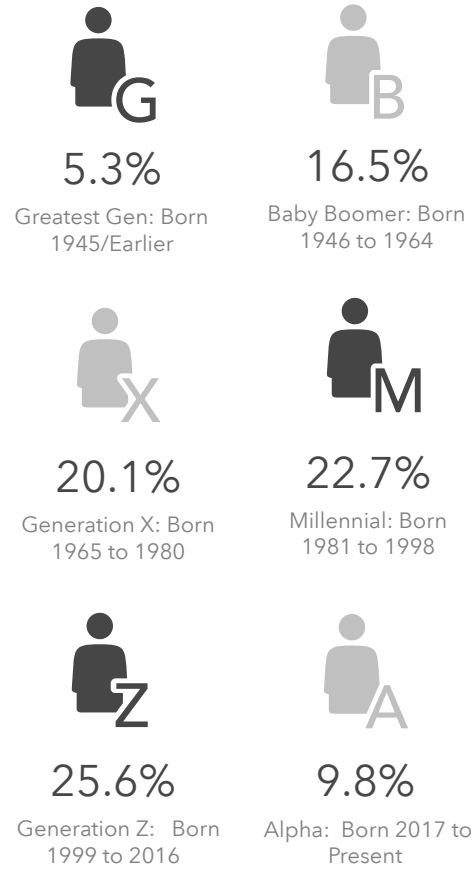
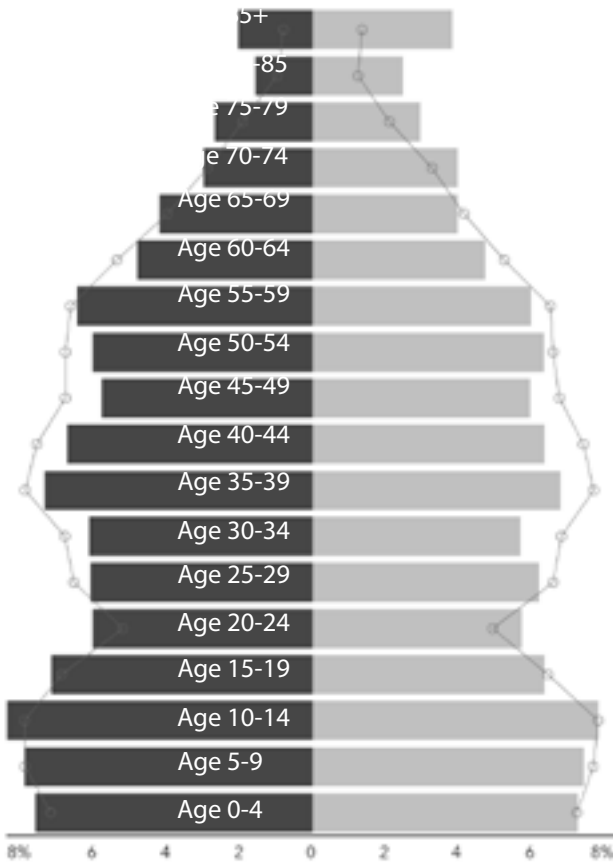
## Historical Population Growth of New Prague, 1880-2020

Source: U.S. Census Bureau



## Population by Age and Generation

The following 2024 ESRI data shows the distribution New Prague’s population by age and generation. The chart on the left shows a healthy distribution across the age ranges and gender that includes working age adults and their families. The adjacent generation icons show that nearly half of New Prague’s population falls within the Millennial or Generation Z categorization. A solid distribution of both young and established families supports a community’s ability to continue supporting existing businesses, schools, and organizations.



## Median Age

According to ACS data, the 2022 median age of New Prague was 35.3, lower than both Scott County (37.3), Le Sueur County (41.3), and the State of Minnesota (38.5). New Prague is home to many young families and will continue to attract that demographic as its population increases.

New Prague

Scott County

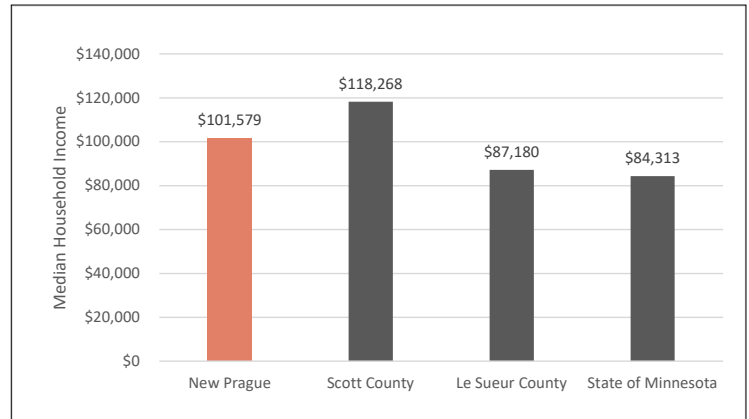
Le Sueur County

Minnesota



## Median Household Income

According to ACS data, New Prague's 2022 median household income was \$101,579, lower than Scott County (\$118,268) but higher than Le Sueur County (\$87,180) and the State of Minnesota (\$84,313). Compared to Scott County, New Prague has more households that make under \$50,000 and fewer households that make over \$100,000. The map below shows the median household income of surrounding block groups, with New Prague outlined in yellow.

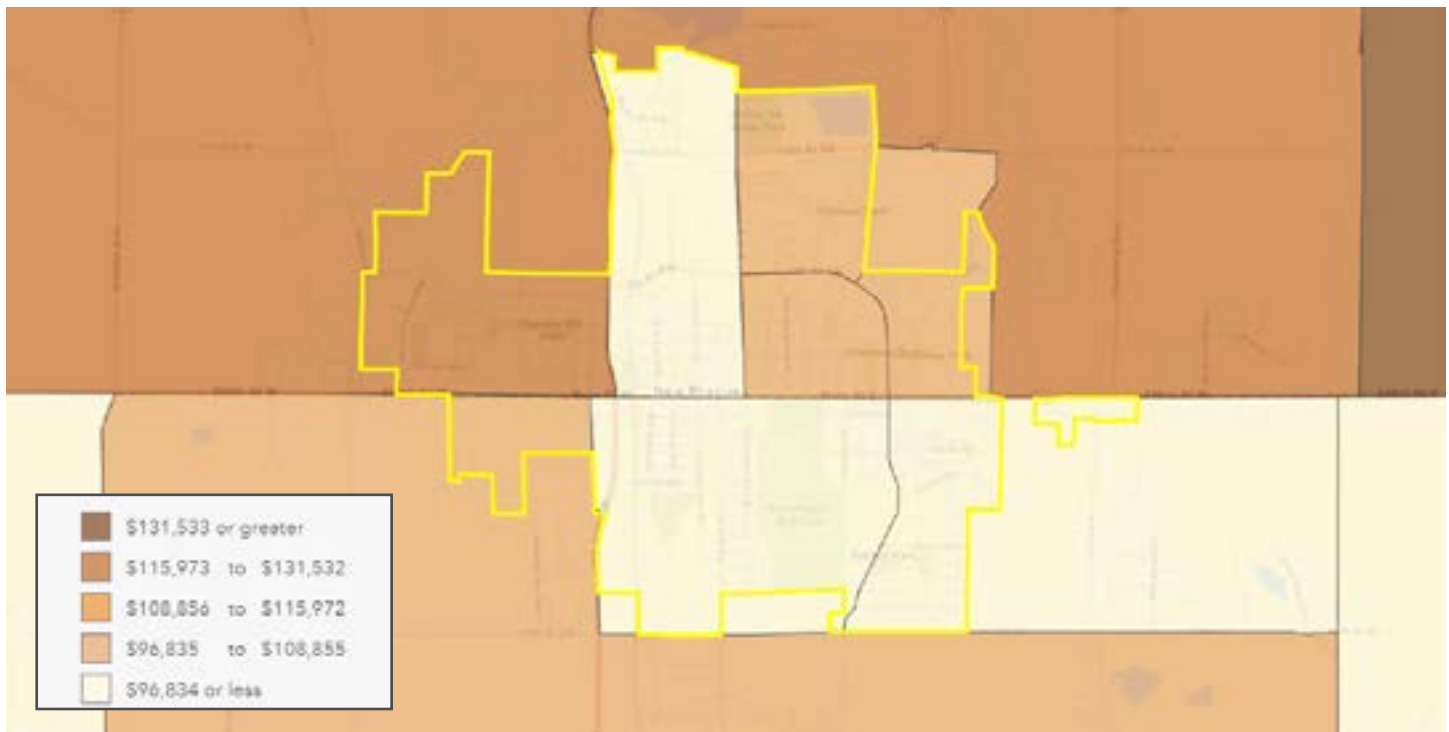


## New Prague Median Income Comparison, 2024

Indicator ▲	Value	Diff
<\$15,000	8.1%	+4.2%
\$15,000 - \$24,999	4.6%	+1.3%
\$25,000 - \$34,999	4.0%	+0.3%
\$35,000 - \$49,999	8.2%	+1.8%
\$50,000 - \$74,999	12.2%	-0.2%
\$75,000 - \$99,999	11.5%	+0.4%
\$100,000 - \$149,999	18.4%	-5.6%
\$150,000 - \$199,999	16.4%	+0.9%
\$200,000+	16.5%	-3.2%

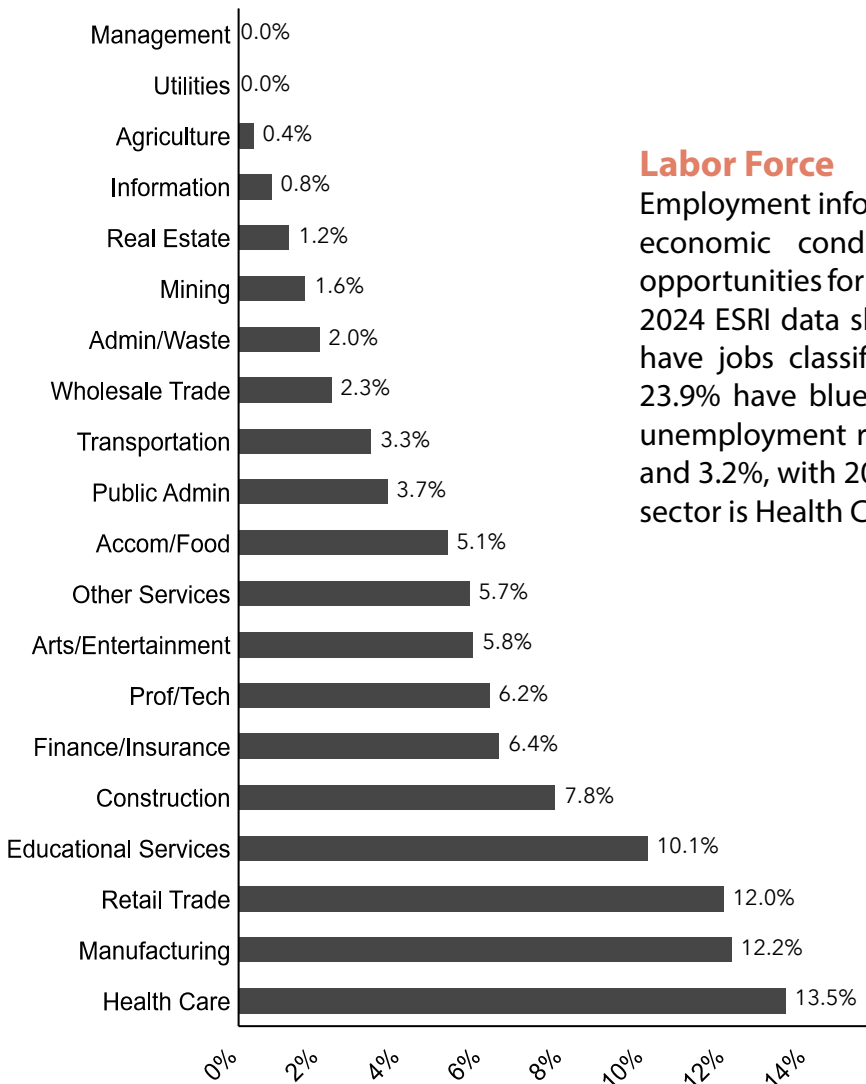
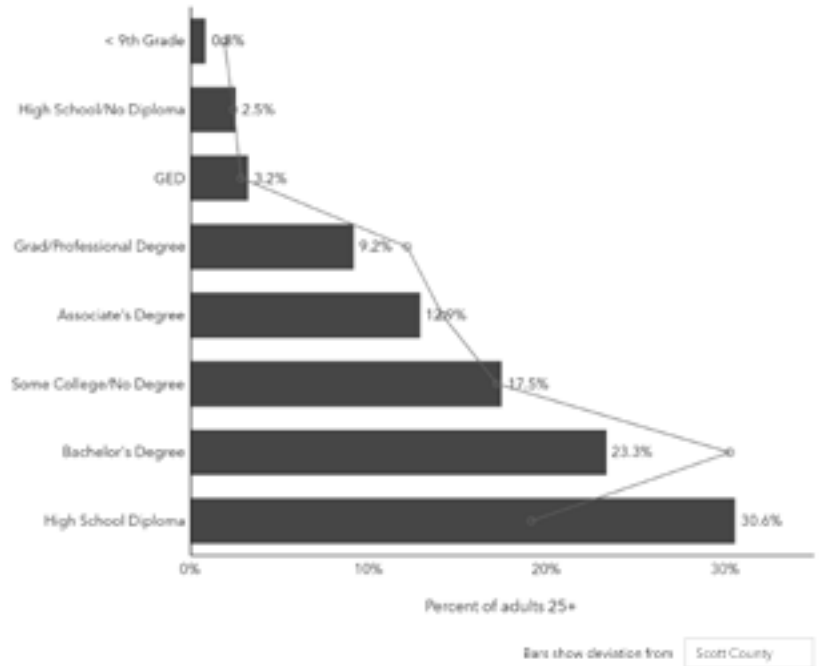
Bars show deviation from Scott County

## Median Income per Block Group, 2022



## Educational Attainment

Education attainment data can provide insight into the quality of the existing labor force, including the availability of skilled and professional workers and the need for training opportunities. 2022 ESRI data shows that the percentage of residents with a high school diploma (30.6%) is greater than Scott County (19.1%) and the State of Minnesota (23.3%). The percentage of residents with bachelor's degrees (23.3%) is less than Scott County (30.3%) and greater than Minnesota (25.5%).

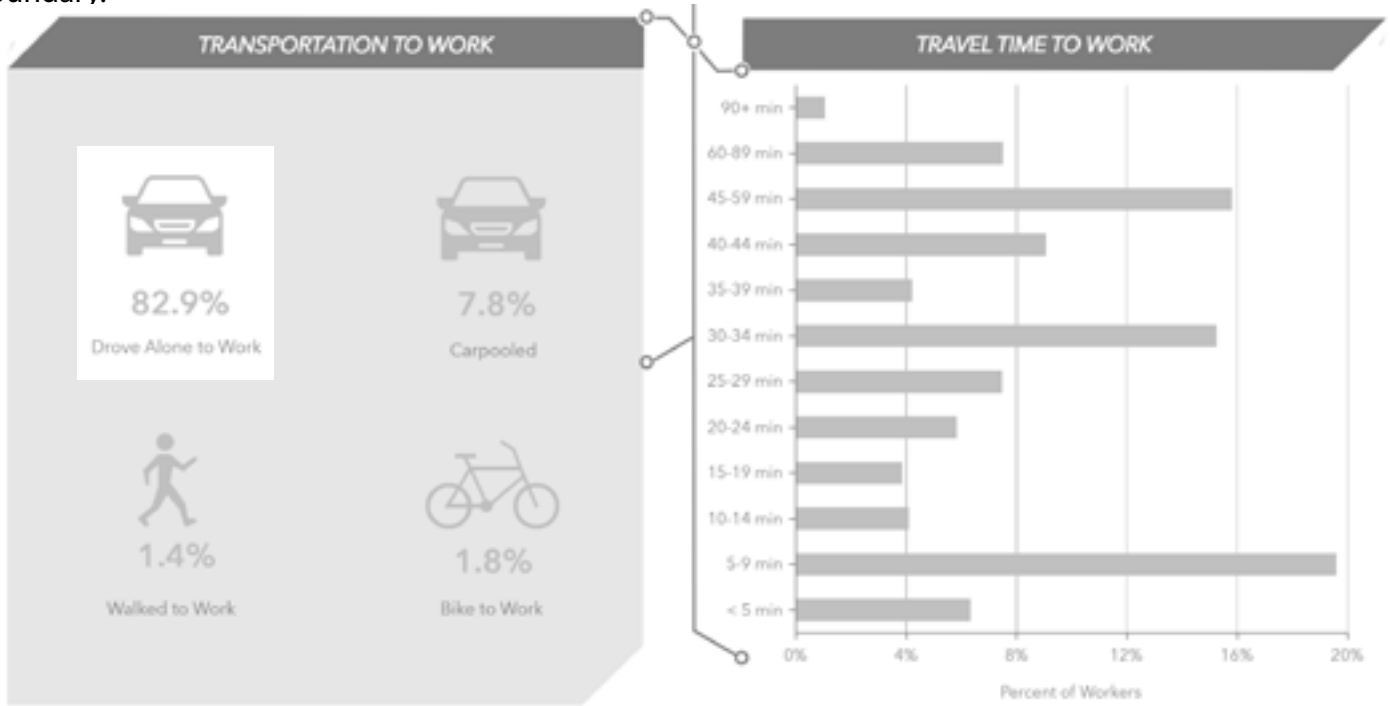


## Labor Force

Employment information is an important indicator of current economic conditions and potential economic growth opportunities for the residents and businesses of New Prague. 2024 ESRI data shows that 61.0% of New Prague's residents have jobs classified as white collar positions and another 23.9% have blue collar roles. Between 2010 and 2024, the unemployment rate has generally fluctuated between 2.5% and 3.2%, with 2024's rate falling at around 2.4%. The largest sector is Health Care, Management, and Retail Trade.

## Commuting

According to 2022 ACS data, many of New Prague’s residents that commute, age 16 and older, live between 5 and 10 minutes from their place of employment. A sizeable portion of commuters – almost 44.3% – live between 30 and 60 minutes from work. The map below shows the daily inflow/outflow of jobs within New Prague’s boundary; nearly twice as many people leave the City for work than commute to locations within the boundary.



This infographic contains data provided by American Community Survey (ACS). The vintage of the data is 2017-2021.

© 2023 Esri

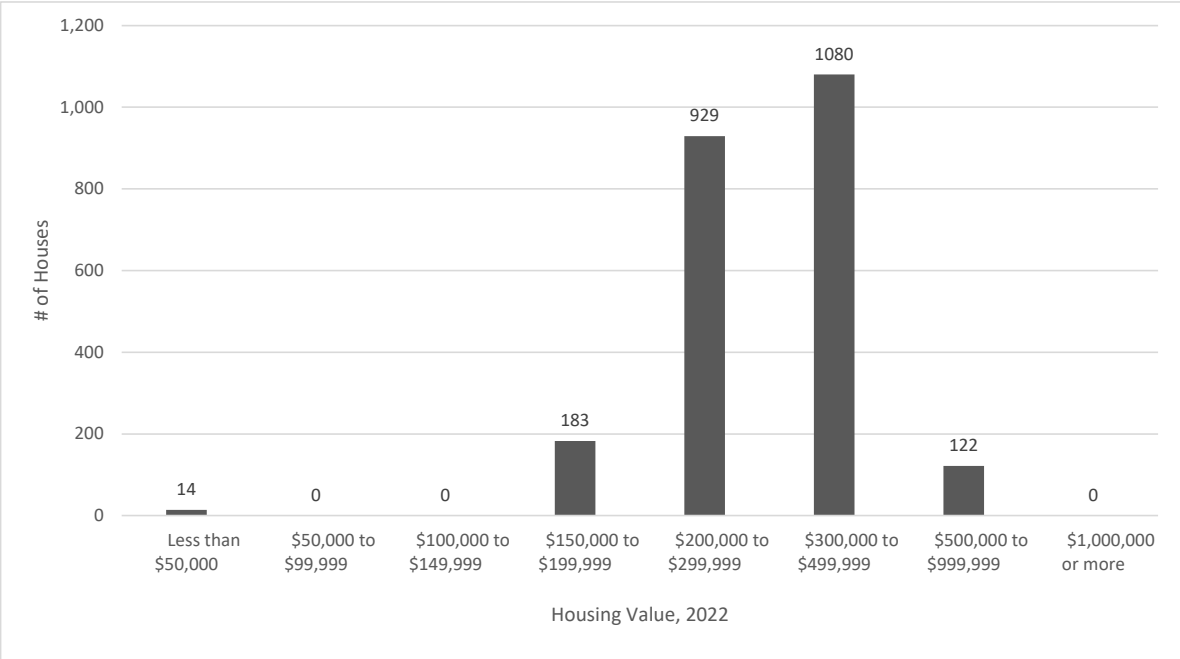
## Inflow/Outflow

The U.S. Census Bureau’s OnTheMap tool illustrates the inflow and outflow of workers in New Prague. In 2021 – the most recent year in which this data was collected – 1,780 non-residents came into the City to work, 634 residents worked in the City, and 3,475 residents left the City to go to work. New Prague is therefore a “bedroom community”, in which the majority of residents commute elsewhere to work rather than stay within the City.



### Median Housing Value

In 2022, ACS data shows that New Prague’s median housing value (\$305,800) was lower than Scott County (\$376,000) but higher than the State of Minnesota (\$286,800) and Le Sueur County (\$271,900). The graph below represents the percentage of homes within specific value ranges; most of New Prague’s owner-occupied housing units are valued between \$200,000 and \$500,000. In 2027, the most common value range is expected to be \$300,000-\$400,000.



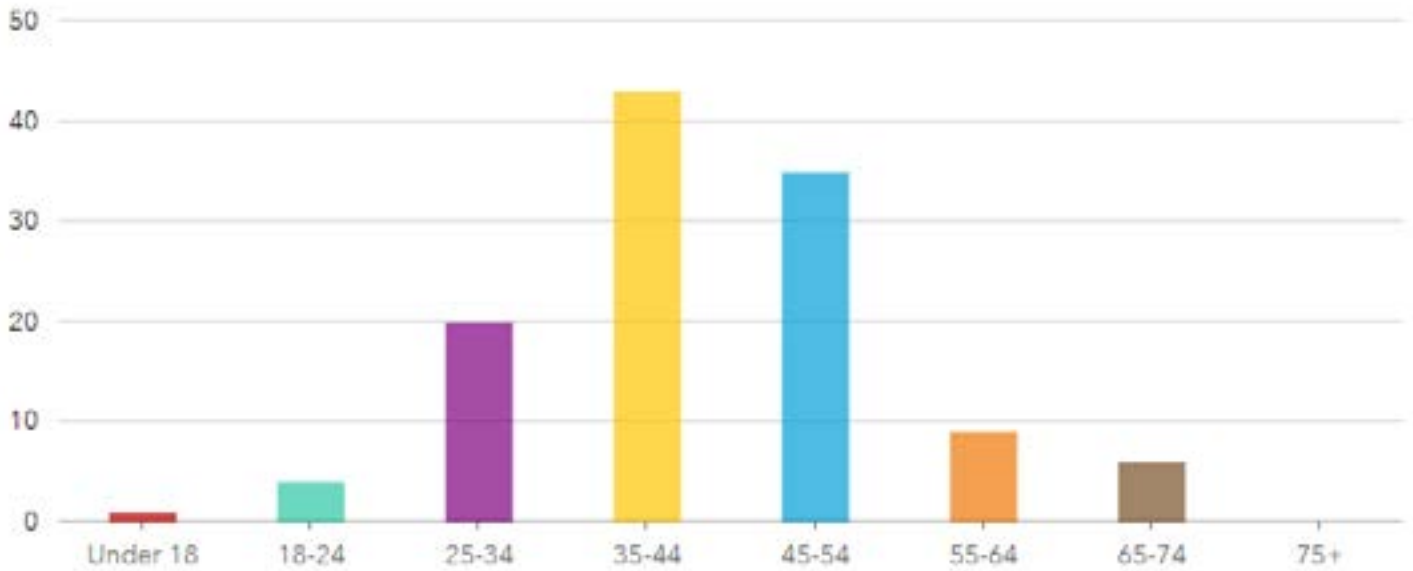
# Appendix B Survey Results



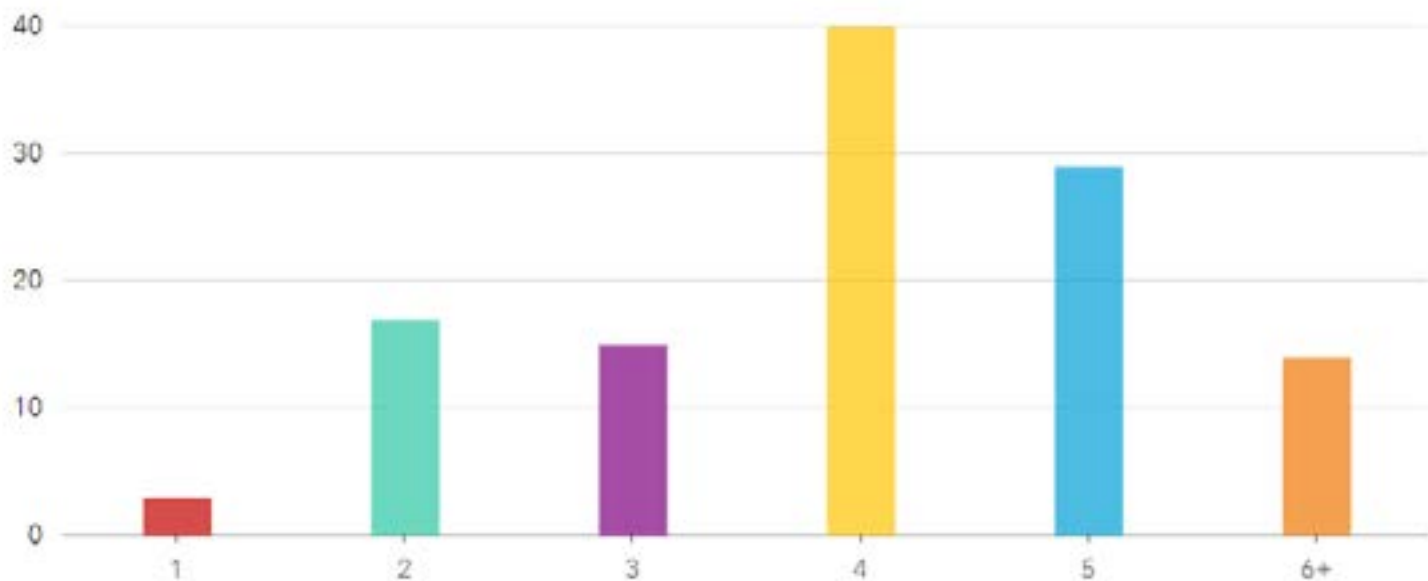
## Introduction

This community-wide input survey was developed by the project team and Steering Committee, and hosted on the project website [NewPraguePlan.com](http://NewPraguePlan.com), where citizens could learn about the project, complete engagement activities, and review past meeting materials. The survey was open from April to July 2023 and collected a total of 118 responses.

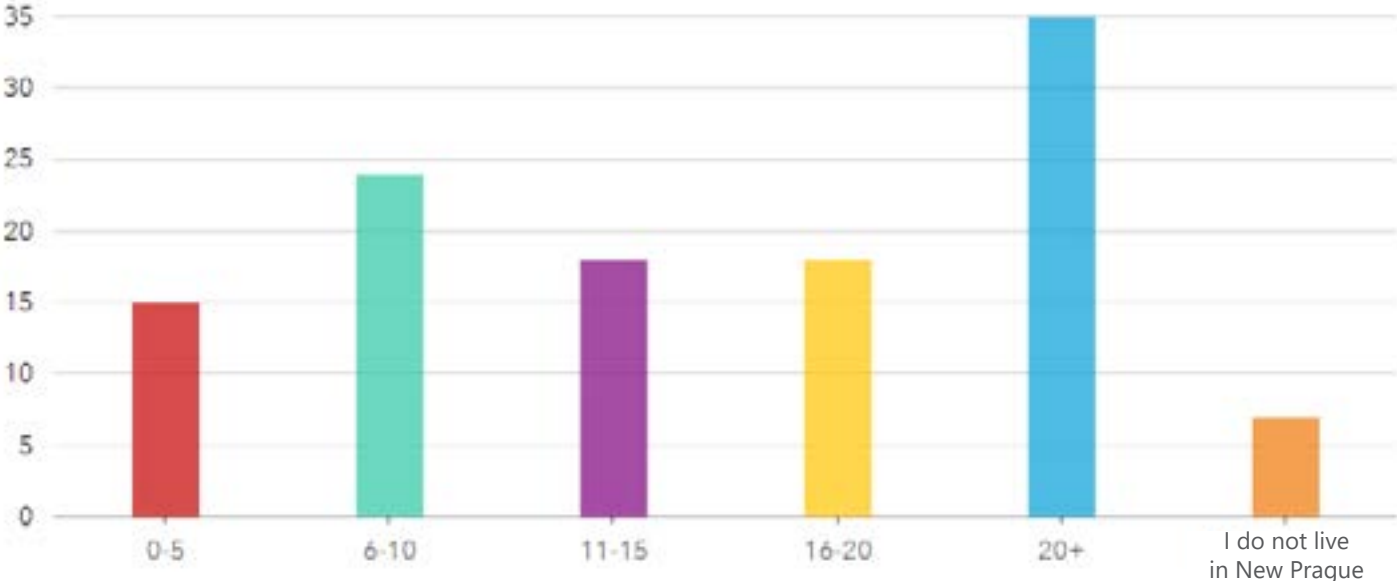
### 1) What is your age?



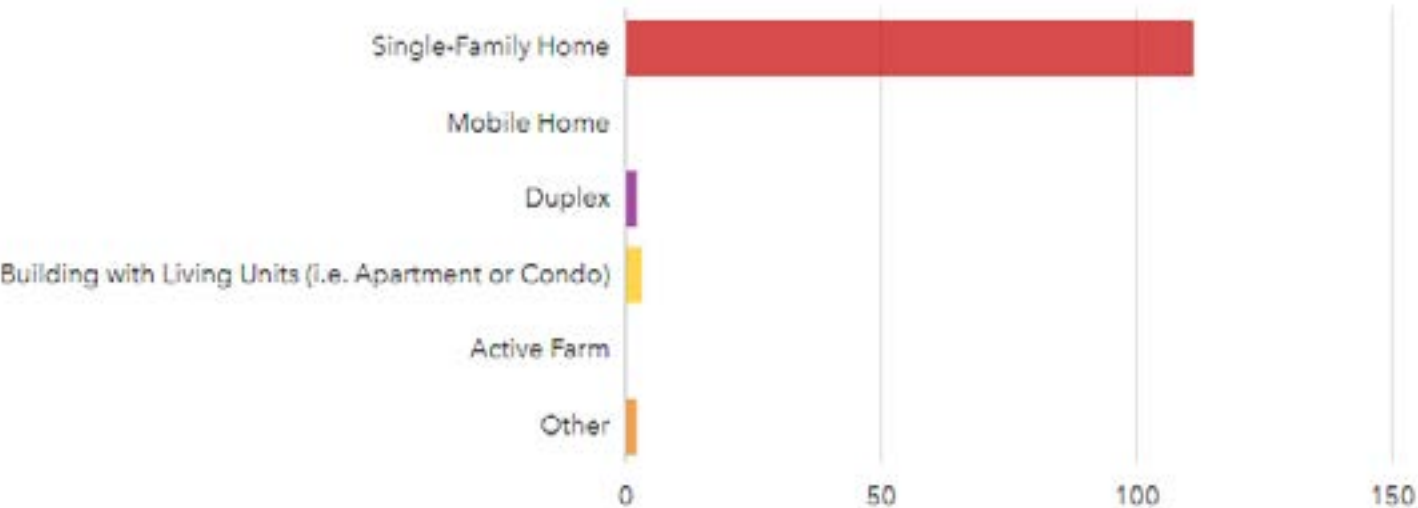
### 2) How many people are in your household?



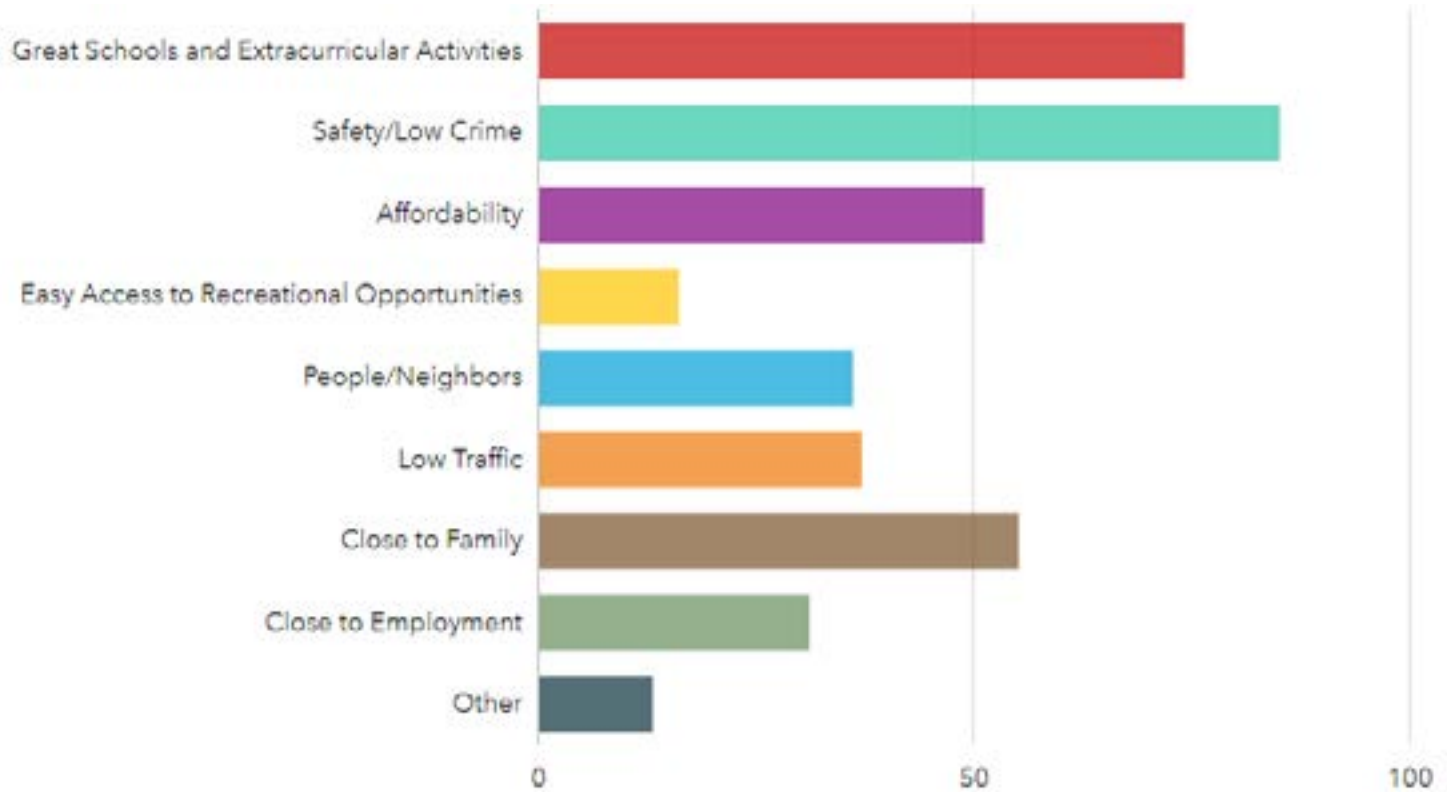
### 3) How many years have you lived in New Prague?



### 4) What type of dwelling do you live in?



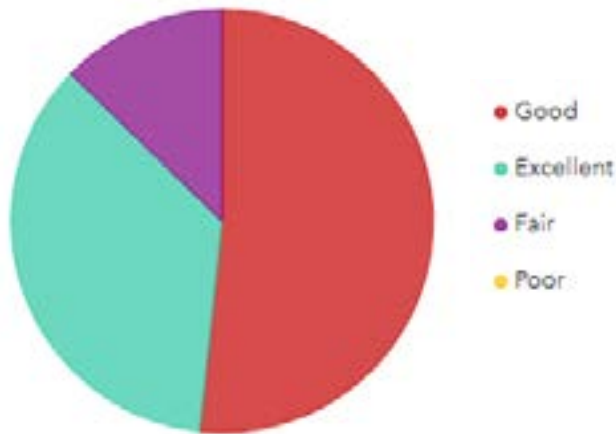
**5) Please select up to four factors that influenced your decision to live in New Prague.**



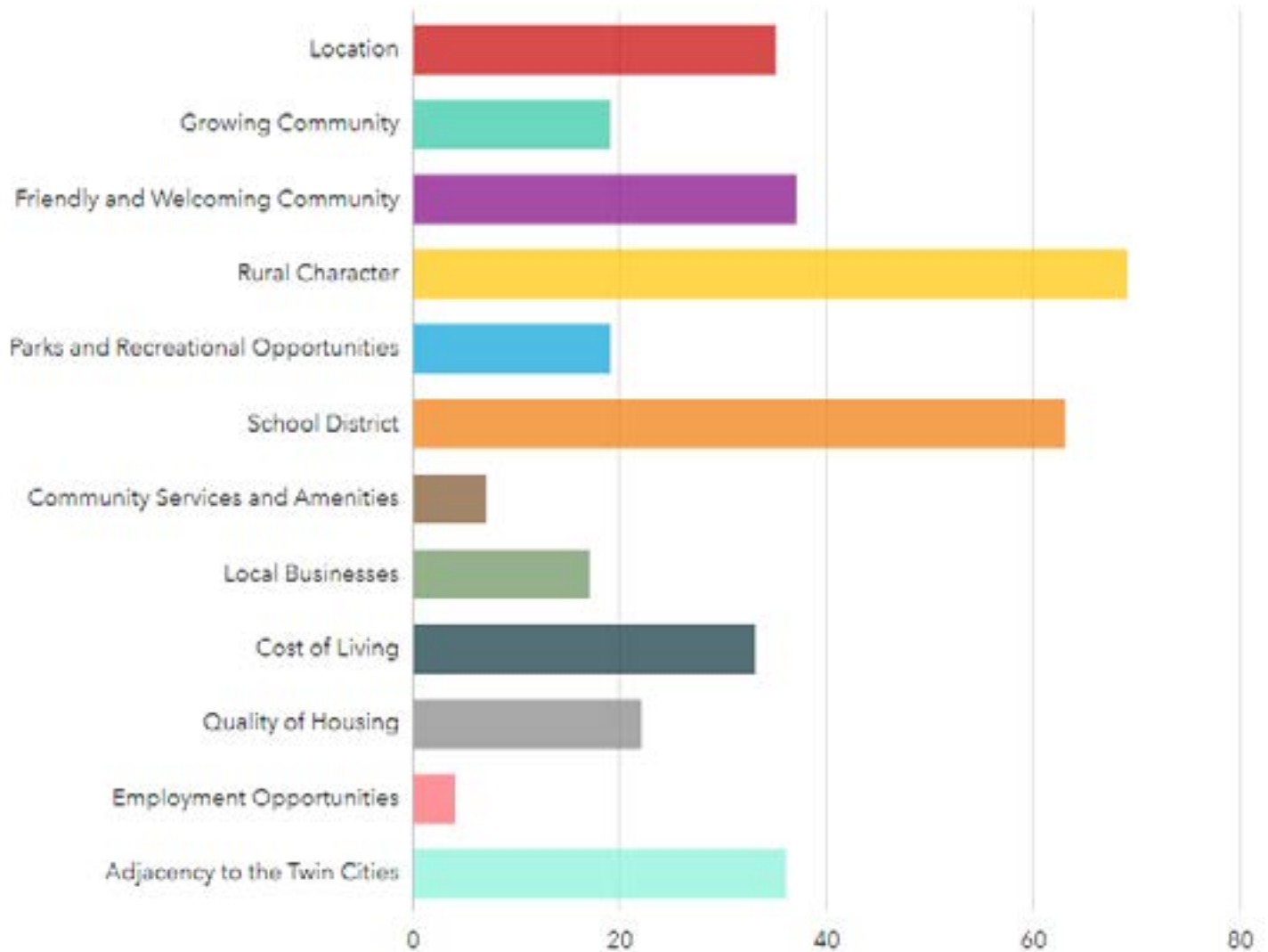
**6) If you selected "other" in the previous question, please elaborate on influential factors for your current housing location.**

- Rural location
- The town was upkept and had thriving business vs a town like Montgomery
- Small town community feeling for our kids going to school.
- Hate cities
- Land with opportunities for the future
- Further from cities, allowed for country living with city type amenities within reach.
- My parents
- Snow mobile trails being close
- Lived here most of my life and feel fortunate that is the case.
- Acreage

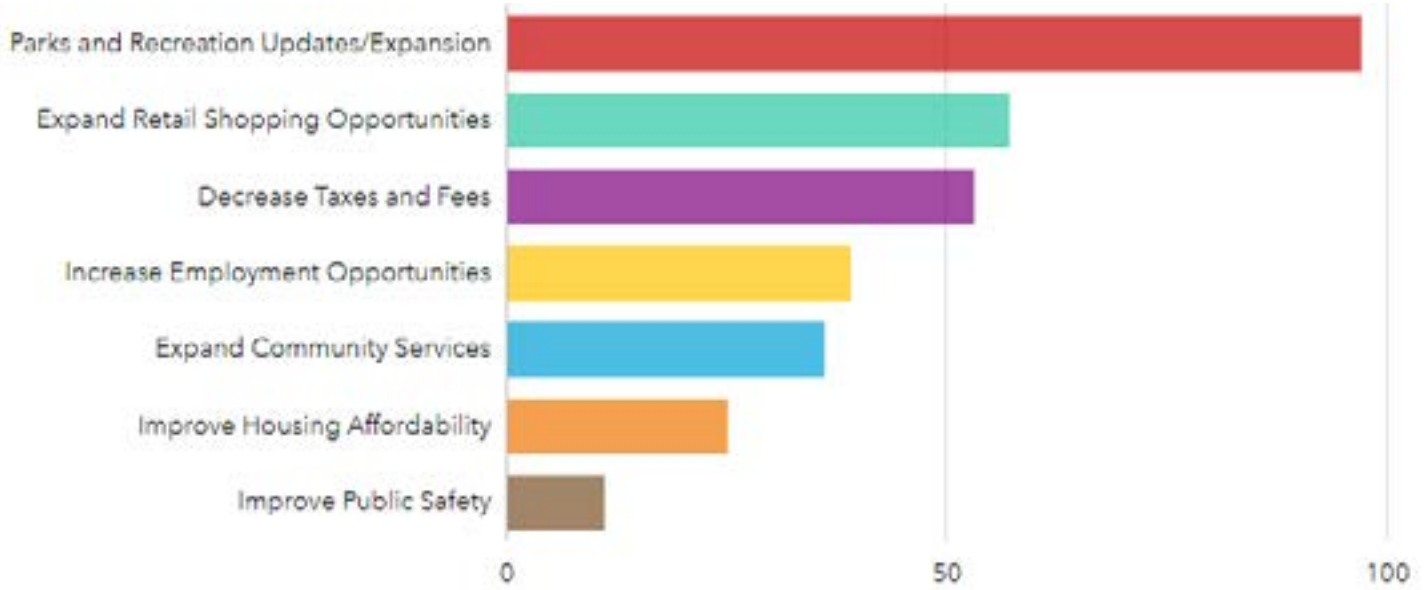
## 7) How would you rate New Prague's quality of life?



## 8) Please select the top three current qualities you believe most enhance New Prague's quality of life.



**9) Please select the top three changes you think you would have the greatest impact on New Prague's quality of life.**



**10) Please elaborate on your above answer(s) on what would positively improve New Prague's quality of life.**

- A large community center housing government offices and area meeting rooms for all to use would be a benefit. An indoor walking area and more gym space plus a public library all together. More retail would keep people shopping locally. Outdoor music/entertainment spaces should be added. Any sports complexes should be outside of the main city. Parks and green spaces in the city should not have ball fields comprising most their space. Better downtown parking space is needed. Remove the corner juttred out walkways so roads can be plowed curb to curb in New Prague. Accessibility should be priority and not an after thought."
- More retail would help with lower taxes
- Need more restaurants and hotels to bring in larger sporting events/tournaments.
- New Prague is extremely short of proper "green" space for sport options for our youth. Short soccer, lacrosse, softball and baseball fields. For those who say each park has a baseball/softball field. Dirt and a backstop do not make a proper field. We need a spot that can accommodate all sports. A complex to allow kids to practice and host games and tournaments. Something not just ok but done large enough and with enough space to be expanded on as needed. This complex should include a dome to give or children winter training options.
- For the cost of living in the city there is litter we ad community members we benefit from. Little recreation, little to engage in. We are constantly driving out of our community for entertainment-including outdoor adventures-hiking biking dining and entertainment
- Increased support for the education referendum. If we cut financial support to our schools district, that will impact our ability to provide quality, inclusive education for families and children.
- I think this community is perfect the way it is. My greatest concern is that it will try to grow too fast and change the type of community we have with trying to bring in too many businesses & housing options. The people who live here chose it specifically because it is farther away from the suburbs & has a small town feel to it. If we wanted to have a many close retail and employment options, we would choose to live closer to the cities.

## 10) Please elaborate on your above answer(s) on what would positively improve New Prague's quality of life (cont.)

- Please work on adding additional sidewalks to existing streets or remove them. In 18+ years of living here I've only seen one brand new side walk installed that wasn't part of a new development. That was along Columbus from the church/hospital out the schools. Sure we did add a some trails out to west but those aren't sidewalks and they only linked to the new development out there. We have many sidewalks that only run down a street for a maybe a one block like on Lincoln Ave N, and on the west side of Lincoln it doesn't even make it the whole block.
- Maintaining the rural and small town atmosphere. It would be disappointing to see New Prague try to grow itself out of what currently makes it such a great place to live.
- Would like to see more walking trails that don't require crossing busy streets. I also feel that the intersection of Hwy 21 and 7th St NW needs to be controlled better. I avoid trying to cross 21 here or turn left. Maybe a roundabout would help.
- With the growth of community and kids activities there isn't the space to accommodate those activities, between baseball, soccer, softball, etc. we want the kids to be outside and active however we can't accommodate the teams so they are going to other communities.
- We need more diverse businesses such as more industrial businesses because it not only increases the tax base of New Prague but also brings more employees to town. There aren't a lot of starter homes in the city and most are single family. We need more diverse types of housing and affordable homes to draw people to new prague.
- Growth in recreational opportunities consistent with similar suburban communities will allow us to maintain our regional leadership and encourage new residents.
- Create housing that is affordable for All. The community is lacking entry level homes or even a variety of homes of choose from, such as townhouses, apartments, senior living, etc. Our needs as a community are changing and it's very difficult for people to afford to live in this community. That needs to change.
- More restaurants needed..improve memorial park picnic areas. Expand restaurant at golf course...all on one level. Add another mid price apartments next to bowling alley. Cross country skiing at golf course.
- Need more restaurants in town.
- More sport fields for kids to practice on
- Make a multiuse path around the city 3 mile loop
- As a young resident, I would love to see New Prague expand its retail shopping. To do this, New Prague should consider making Main Street more walkable. This could be done by allocating part of the city budget to widening the sidewalk along the main street and removing street parking along the business area. Parking would still be available along adjacent streets and parking lots. Additionally, the city could plant trees native to MN along the sidewalk on Main Street. I would love to see lights strung up along the Main Street corridor and Memorial Park. These features would make the central business area much more inviting and add to the lovely cozy small-town feel of New Pague, especially in the wintertime. Lastly, I would love to see more bike lanes installed to make biking more approachable. These changes would invite people to enjoy New Prague which would also increase business revenue. New businesses would move in if Main Street was more walkable and there was more foot traffic.
- Build a lacrosse/football/ turf field that youth teams could use that would include a field with markings, nets that go around field to prevent balls from going all over the place, a cement tall wall to practice throwing and catching on, and small area for goalies ti practice on. Minnetonka has one that would be a good one to get ideas from. The armory area would be good location.

- I'd love more healthy fast casual options in New Prague as well as an outdoor pool option.
- I'd like to see some more restaurants and gift shops.  
The paved walking trails are in much need of repair.  
We're considering moving out of NP because the houses have become too expensive."
- Taxes and fees are fairly high compared to neighboring communities. Not a ton of options for housing especially to purchase low-mid tier single family homes. Too many neighborhoods in the heart of the city are all rental homes.
- Don't bring in big box retail. Keep population in check. Keep it a "small town".
- Why isn't return budget funding of schools to a level that provides adequate trade's opportunities & reinstatement of extracurriculars a town priority/ option?
- Biking trails to connect existing systems+ new trails
- We are in need of a bike trail and dog park. Otherwise this town rocks!!!
- There are many young families that love to New Prague because it's a safe, small community close to the metro. We need more recreation options and especially biking trails for our kids to get around town and even a bit outside of town safely. Would love to see an outdoor pool. My kids hate the indoor pool.
- Connecting all of the city trails/greenways with a walking/bike trail would greatly increase the ease of use of these features. Also a mountain bike trail close to town would be amazing. New Prague has one of the largest and most active mountain bike clubs in the twin cities and they must travel a significant distance to practice or use mountain bike trails for fun or exercise.
- Maintain and expand walking trails in the community. Continue to have reasonable, common sense approach to education focused on preparing young people to be good citizens.
- A bike trail would be great. We have a growing mtb team and it would be nice not to have to drive 30 or more to a trail
- Having people work and shop in town keeps the dollars and purchasing here.
- More biffys in parks. No big box stores please. More walking trails.
- Better parks and biking opportunities.  
Expand on outdoor activities."
- There are few places to work in New Prague outside of the service industry.  
I'm an engineer, and the only place I could find work is at Chart.  
My kids are on the mountain bike team and there is not a very good place to ride except on gravel roads. In the summer, there is no outside pool or swimming beach within the city.
- If you want this town yo continue to grow you need to get more athletic facilities. Our HS JV baseball team shouldn't have to go to union hill for a baseball game. Kids shouldn't have to leave town to play soccer.
- While the offerings for activities for youth are abundant there are not enough resources available for practices and games therefore forcing younger or less experienced players to have less time for practices. le: Soccer field availability.
- There needs to be more green space for youth athletics. The area has lots of land, yet the sports associations struggle for green space. Youth athletics is a great way to teach our young many lessons and most of all it keeps them busy and out of trouble. This is huge.
- We need more green space for youth athletics, i.e., soccer fields.
- Have more soccer fields. Make 21 safer for people walking. Like flashing crosswalk signs like main st or. Paint a crosse walk.  
add more restaurants like sit down one and STOP WITH THE GAS STATION IN NEW PRAGUE WE HAVE ENOUGH!

## 10) Please elaborate on your above answer(s) on what would positively improve New Prague's quality of life (cont.)

- Insufficient sports and green spaces for kids to play sports, scheduling is very difficult. Not enough variety of retail (restaurants, hotels and amenities like spas).
- As we grow, employment must increase, along with affordable and safe housing.
- Expand green space such as soccer fields and add a field house with basketball courts and a walking track.
- Additional green spaces would be very valuable considering it is already very hard to find fields to practice some sports on within the community.
- Recreational/parks  
Soccer fields  
A sports complex!!!!!!  
Cross walk at the intersection by Praha Village.
- Since the community is growing, the city needs more green space for community sports. We also need more retail shops. I enjoyed Alco and Shopko when they were in town. It would be nice to get another store like that.
- I would like to see more dining options. When needing to run from activities with kids a quick meal other than mcdonald's and subway would be nice. A larger store such as target. More fields for sports as some teams are not able to practice as often because of field availability.
- More soccer fields, more indoor ice surfaces
- We have a lack of green space for sports. Nothing for soccer or lacrosse.
- The city is lacking opportunities for growth in the quantity and quality of practice and game facilities for certain sports. Specifically soccer and lacrosse. Both sports are frowning in popularity, yet struggle providing adequate facilities to flourish.
- The community needs to find ways to bring more business to the community. Business that will bring good paying jobs along with being a part of the community. I understand that we want to be a small community, but the burden of trying to grow falls on the homeowners and we cannot continue to raise tax rates on that base. We need leaders that are working to find those companies that looking to expand and show them what we have to offer. We are great community right in the middle of two major highway was I35 and 169 along with a rail line that can serve their needs. We also need to work on a sports complex that will support the diverse sports activities we have in the community. This needs to be located in area of which the town grows which would be on the northern side of the city. The location that was donated to the city was a great opportunity but is on the wrong side of town and the cost due to the terrain could be reduced with better location. Remove the good old boys club feel.
- The town needs more community fields for soccer and sports. Lakeville has free turf to use and we drive all the way to lakeville just to use that.
- Better field/gym space for our young children. We have growing clubs (soccer, lacrosse, basketball, baseball, etc) and our families are being forced to take their children to other communities because NP doesn't have enough facilities to provide quality practice/game times.
- Access to green spaces for youth club athletic teams. Would really love to see a warehouse or dome facility to access year round for club athletic teams.  
A mountain bike park in the woods with hills, etc. would be amazing!  
There's a real issue with enough fields for sports activities. Soccer
-



- There needs to be more public park space. The only playing fields for athletic activities is on school property and is overused
- With the increasing safety risks in the Twin Cities it would be nice to have more retail and restaurant opportunities here in town so we don't have to venture out.  
With more people moving out here it would be nice to also have more affordable housing.  
Finally when it comes to parks it would be nice to have a shooting range in town or at least close by"
- Would love to see more retail businesses in the area. Also, would love to have more soccer spaces. My kids playing time has been severely impacted due to the lack of field space in New Prague. Surrounding communities don't seem to have this issue.
- Please keep the rural feel of NP. Snowmobile trails. Ability to hunt etc. Do not turn this into another over populated suburb.
- I think NP would greatly benefit from more trails for biking and cross country skiing.
- More field space for sporting activities to support our kids
- We especially need a larger and more inclusive recreational/athletic facility to accommodate our growing community. We seemed to be stretched to the limit at this point in time.
- We frequently travel out of city limits for most of our shopping needs. It would be nice to have more affordable options locally. We would also LOVE LOVE LOVE if there was more dedicated space for athletics. We have been actively involved in New Prague Soccer Club and consistently struggle for green space for practices and games. We need an athletic complex for our growing community in order for sports to flourish.
- -More complete walking trails/bike paths  
-Maintain access for UTV/Snowmobile/Golf Cart Use. Maintain snowmobile access to gas stations.  
-Better recreational facilities (Youth Baseball, Hockey Rink, Golf Course Updates)
- More parks especially in the high school area. The subjects neighborhood has no park at all. Also more outdoor basketball space.
- There seems to be a lack of investment in new parks and recreation infrastructure by the City itself. The City Council should take a larger role in implementing and providing long term planning for parks and trail connectivity improvements as the community has expanded.  
The City should take the lead in improving the required standards (inspections, aesthetics, etc.) for rental properties, commercial and residential and the downtown district primarily.
- NP's park system, it's facilities and amenities are a complete joke. The baseball fields are atrocious and there aren't enough of them. The hockey arena is old and outdated. When are you going to actually spend money on capital improvements?!?!? When are you going to invest money into athletics? We're a 4A school with 1A fields, that's factual. The local associations can only pick up a certain amount of your failure to improve things around the city.
- More healthy fast food options (chipotle, Panera). More weekend/three day events with food trucks, vendors and activities
- Additional parks and greenspace, specifically practice/game fields for soccer and lacrosse. Expand walking and bikes paths.
- Lower taxes more fair when changes in neighborhoods not just a elected officials drinking buddy or who has money
- Stop using public money to expand the city. If I wanted to be like Shakopee, I wouldn't have moved. Repeal city ordinances. My goal is to move out of city limits because of the extra regulation and taxes. Make a traffic circle at CH 21/19. Reduce stop signs, yield signs work.  
The police are not a revenue generator. Stop ticketing for victimless crimes. They should operate more

## 10) Please elaborate on your above answer(s) on what would positively improve New Prague's quality of life (cont.)

like a fire department than a tax man.

Repeal snow bird parking restrictions. If plowing is needed, declare snow emergency or something. A compromise would be alternate parking to one side of the street each day.

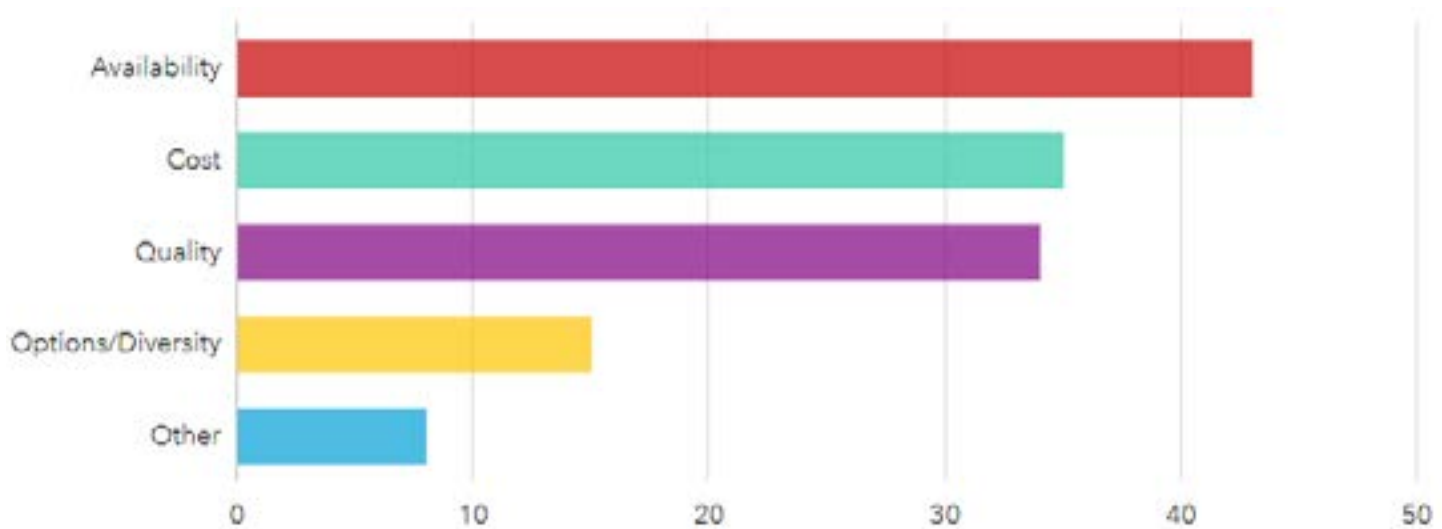
- If New Prague is to be more than a bedroom community for the Twin Cities, then it needs to offer things that are harder to find there in order to draw folks in.
  - To keep growing and continue drawing new residents, we need recreational facilities that rival competitive communities, as well as having city services that meet what other similar communities have. The closer someone is to work, the more likely people will want to live here as well.
  - New Prague needs better transportation for the elderly, as well as more first class senior housing similar to Praha Village. In addition, much stricter covenants are desperately needed to keep large ice houses, motor homes, junk cars, trailers, etc. OUT OF DRIVEWAYS AND OFF THE STREETS. New Prague is beginning to look very trashy and unkept. Neighbors who do keep their property looking nice are frequently forced to look at terrible junk everywhere. New Prague needs to implement and enforce much stricter codes!!! Slum landlords must not be allowed to continue their current practices.
  - More paved nature hikes, trails and walkways for families to enjoy. Most of the time we have to walk neighborhoods with sidewalks and not much of a nature view or walk on the road if we want more nature. Also expand the food options locally, enough pizza and burgers, how about some healthier options or even just more variety. Not much to choose from and we tend to have to drive to lakeville or shakopee for restaurants or take out. More food options would also allow more jobs and could bring in more surrounding people.
  - Need good quality designated field space for soccer. Limited space and poor quality fields really impacts the overall experience with NPSC, causing families to enroll in other clubs.
  - I would really like to see an outdoor pool/ water facility again. It is a shame that the pool was taken away completely and we have to go to other towns to enjoy relief from summer heat. I don't feel the indoor facility gets used as much as they thought, especially in the summer.
- Improve the parking situation near the hockey arena.. add street lights, people are risking their lives to park/ cross the street when it's dark.
- Broader entertainment options
  - Taxes taken and spent on feckless projects is exhausting. We are in hard times, being fiscally responsible is not only request but expected as a taxpayer in this city.
  - Additional sidewalks and walking paths. Snow removal throughout the city.
  - Increasing retail and business opportunities by increasing and supporting small, local businesses to open and stay in business in town is most ideal for our community and important. I would much prefer this over any big box or chain businesses coming into town. This opens up employment opportunities as well.

A thriving Main Street is key as it's the heart of the community and should be kept beating.

Our parks could use shade. They are so hot and have very little shaded play areas. Lagoon Park in Jordan has big trees around it, so the kids can play without being fully exposed to the hot sun. I have a newborn who cannot wear sunscreen, so being at the park with her and my 2 year old, is so hard and so warm/sunny. Fast growing shade trees would be a great investment into our current parks.

Additionally, we need to update our parks for the disabled members of our community. The adaptive swing in Memorial Park is broken. Maintaining these items is important and shows respect.

**11) Please select an aspect of housing that you think is the most important to improve in New Prague.**



**12) If you answered "other" in the previous question, please elaborate on New Prague's most important aspect of housing.**

- Need more housing units for variety of incomes and some closer to stores and services.
- Any additional housing should be at or above the current median housing for the area.
- Any housing growth should be with single family dwellings, not apartments.
- There should be more high density housing as well as multi use buildings that could be business on the bottom but apartments on the top. These changes would make New Prague more communal and attract more young people who cannot afford single family homes.
- Inflation is killing ability for traditional nuclear families & don't want to become another Elko New Market with bastions of new residents wanting city amenities to look like burnsville or prior lake. Let young adults from the community starter homes
- I don't see a need for improvement.
- Housing isn't an issue in NP.

**13) What concerns or opportunities do you see for housing growth in New Prague over the next 50 years?**

- We need more rental apartments at both market rate and subsidized. This is a tough market for those right out of college to find apartments to live in that are modern in town.
- Older people will be priced out of homes. There's not enough tax base from industry to help support the need for aging population to thrive in New Prague. The infrastructure is in dire need or replacement but the cost is too high for the individual tax payer to bear.
- Minimal availability with more people moving down from the cities.
- Quality of housing
- Sports complex will bring in housing.
- Options for all!

## 13) What concerns or opportunities do you see for housing growth in New Prague over the next 50 years? (cont.)

- I am very concerned about over development of the city to where we lose the small-town charm & caving to pressure to bring in low-income housing.
- My concern is the current lack of open lots and the cost of them.
- I am concerned that New Prague will try to grow itself out of being the small town that has brought and kept so many of us here. I am also concerned that decision makers will cave to pressures to bring in low income housing. I sincerely hope this does not happen.
- No apartments
- I'm concerned that housing will remain stagnant if we don't expand our sewer and utility lines. Without that, the city can't expand. Developers need to buy large areas of land and construct units/mass housing. Due to the pandemic, developers are nervous and hesitant. Maybe provide incentives to developers to build here like maybe a tax break. We also need more diverse types of housing. There's only really large single family homes which isn't affordable to starter families or racial/cultural minorities.
- There is a serious lack of recreational amenities compared to other suburban communities. We need to invest in our kids recreational opportunities and school district offerings to compete for developers and new residents.
- I just want to make sure we are open to ALL economic levels of housing. Our town traditionally does not zone for low income housing in the way the neighboring communities have. As a result, we live in a bubble of wealth, which makes our town extremely hard for families to afford when it comes to a "starter home". I also see a huge need for more senior living options in the future, as our population continues to age and the waiting list at our current senior residential buildings grows. Multi-use apartments, such as the one which was planned to be built south of Walgreens by Deutsch Construction is a great idea. You see this type of development throughout the south metro. Businesses on street level and apartments above. Connected by bike paths, parks, etc. It sounds walkable and lovely to me!
- Improved public transportation to twins cities
- Affordable apartments for people in their 20s and thirties accessible to downtown healthy shopping area.
- Commit to path around community
- My biggest concern for housing growth in New Prague is that the city will focus heavily on creating car-centric and car-dependent neighborhoods. The American suburban style of housing is unsustainable and costs a lot of money. Instead, our town should create more high-density housing. This has massive benefits: It is more affordable for young people, it is cheaper to build, and it costs the taxpayers less because it requires less finances for roads, infrastructure, etc. This type of housing also makes communities tighter. Spread-out suburban housing is worse for people's mental health because it forces them to depend on cars which makes life mundane, causes obesity, and causes lower social functioning. Cars (even EV's) are bad for the environment. If New Prague wants to make valuable investments in the future it should look towards increasing public transportation and biking. This would set our town apart and push us into the future. After all, our motto is 'A Tradition of Progress'.
- We need more affordable and rambler style homes. As baby boomers are retiring there is not much to look at in regard to homes that fit their needs.
- A lot of houses toward the center of town/main street are deteriorating
- Again, keep population in check. Don't need to keep getting bigger. Bigger is not necessarily better. All developments should have a wooded green space/park.
- Morning traffic near the high school could get more difficult.

- More bike trails & diverse options for outdoors recreation
- Lower aquatic center costs
- Roads for increasing traffic
- Availability of senior living residences.
- No additional affordable housing. NP seems to have so many affordable housing options for its size and they don't seem to really add any benefit to the town. Often times it brings down house values of those around it and can be a revolving door of residents.
- Selfishly I would like growth to slow down.
- I would prefer not to see any additional low income housing.
- Ensuring housing developments are supported by adequate roads.
- This town isn't willing to grow. People aren't willing to allow new people in. Current admin is afraid of change.
- Taxes & property tax need to be lowered. The last 2 years there's been a hike that is getting way too high.
- Affordability, builders/remodelers and schools
- More growth equals increased traffic and crime. NP will lose its luster if it becomes another Burnsville.
- Those baby boomers are going to need to downsize.
- Taxes, school space,
- More house, not enough businesses, school class sizes, community green space,
- Good quality homes.
- Infrastructure to support the expansion.
- Lack of public space for people to use.
- We need to grow the city and not worry about the small-town vibes. We can have the small town downtown feel but still find way to grow the city. If we don't find ways to pull in business that bring high paying jobs to help reduce travel costs, we will not grow as we would like. Maybe the city should look at creating the next development and use the profits to fund items like a community sports complex, new parks, music pavilions, etc. Looking around the city the options for build a home are continually becoming less and less. We also need to ensure we don't bring in a large home builder that puts the basically the same house on tiny lots. We need to continue the custom house look and not turn into a Shakopee or Lakeville where you see rows and rows of the same looking house.
- I would like to see housing for those who are down and out and need help to get back on their feet. Maybe work with a church in town to get it going and keep it going.
- None
- promote home ownership and limit the volume of rental homes and apartment complexes.
- I prefer a rural small town feel; so my opinion would be to not expand housing opportunities.
- Lack of lots! No new neighborhoods being development
- We need to entice more businesses to provide more employment opportunities to the residence here to give more options
- My concern is the growing trend of low cost housing/apartments going up in every nearby suburb. I like the feel of NP with farms and single family homes
- taxes and permits are extensive. I think there are too many regulations on what a homeowner can do on their own property.
- Nothing to share at this time.
- I believe we need more choices, especially for our growing senior population. Our Praha Village is a great example of something we could use more of. I also often hear that there is no available housing for young singles moving to our community ie. affordable apartments.
- Haven't thought about it much. Our small town has a variety of options- single family homes, duplexes

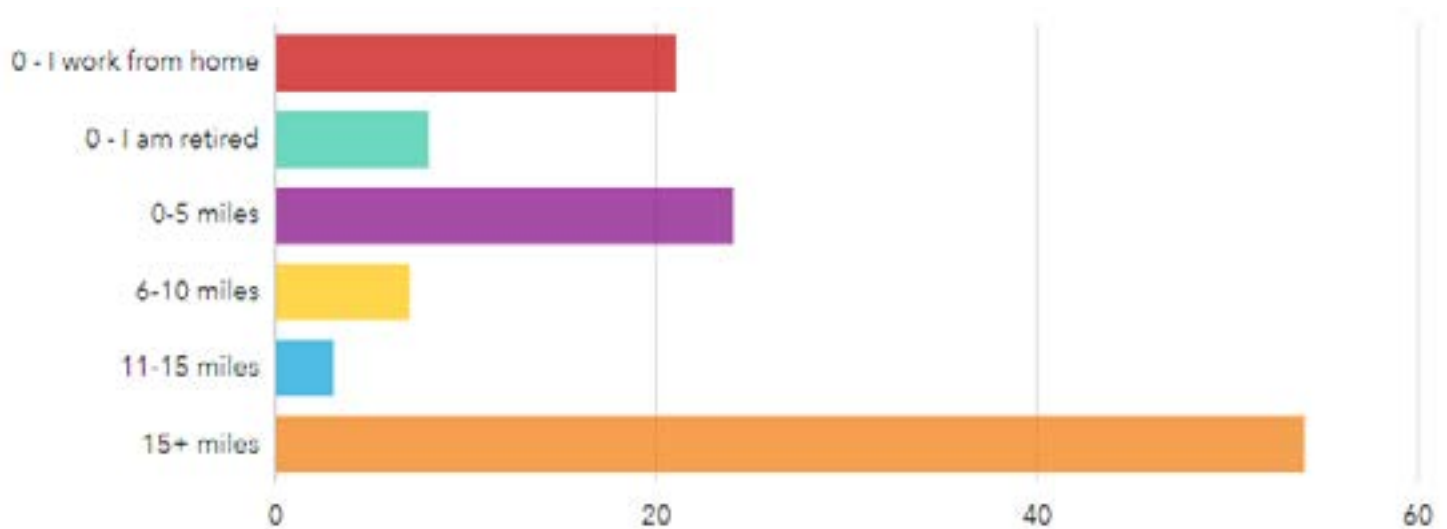
## 13) What concerns or opportunities do you see for housing growth in New Prague over the next 50 years? (cont.)

senior housing, apartments, etc. The apartment buildings seem to be older and outdated, so maybe more apartment options that are new/updated.

- We do not have enough executive type of residential lots. All of the lots in town are small. There are too many affordable homes that can be built next to Custom Homes.  
I do not want to see national home builders in New Prague. Lets keep the small builders around.
- There is very little to no oversight by the City n the quality and conditions of rental units in New Prague. This allows landowners to have subpar rental conditions and not re-invest in properties until the point that they are falling down.
- Taxes, school
- As said above, housing isn't an issue. I'm assuming that you're asking about housing to increase your tax base, which means more money to cover idiotic expenditures.
- Concerns: Having regulations on taking care of yard/outside of house. Larger lots in growing housing developments.
- Availability and affordability.
- Cheaper taxes
- I'm hoping people stop moving here. I like the current size. I'm concerned building codes will continue to increase the cost of homes. Leaving development to large unaffordable entry level single family homes. I'm concerned the city will use tax breaks to entice development. Don't get a big box store here to make more people want to move here.
- I hope to see more dense housing options to help reduce the potential for sprawl.
- New prague is not growing as fast as other areas. Housing is extremely expensive for the area. Affordable housing is not an option.
- Plenty of available land nearby that is currently overpriced, and some current housing stock is old. We need to encourage redevelopment with townhomes and quality senior living and allow for a revitalization of homes that turn over to maintain an affordable housing stock.
- New Prague appears to be land locked for new housing areas. The city should annex additional land.
- Concerns would be just new homes that aren't affordable, too many times builders build these massive homes that most can't afford. I do like the more country feel too so allowing farms to keep their properties would be great instead of pushing them out.
- Concerns of huge apartment complexes being built in the name of social equity and under false pretenses of climate change.
- Building better quality houses with varied layouts may be important. We have a lot of houses that are exactly the same around town. When house searching with my sister last year, we noticed a lot of houses with split levels, smaller dining/kitchen/living room spaces, limited storage, but big bedrooms and closets. This layout was repeated in each new development and the quality of the house was low, but the price point was high. My siblings and I have all purchased old houses versus new homes in the new developments.

Adding homes with character and different layouts around the community would be nice. We don't need new neighborhoods built with more of the same houses. It looks boring and it's not attractive to buyers.

## 14) What is the approximate distance of your residence to work?



## 15) If you could open a new successful business in New Prague, what and where would it be?

- Taco Bell by Coborns.
- Dog daycare in a save open rural adjacent space accessible on roads traveled by local residents frequently.  
Adding storage lots for people's trailers and other vehicles and other storage for belongings only junks up the landscape.
- I would open a children's play place with minimal snack and drink options near walgreens. Perfect for meeting other local moms and good for snow / rain days.
- Wellness studio or sports dome
- Sports dome. South West side of town.
- Additional dining options, retail - no more gas stations !
- I don't feel there is any lacking business currently. I am happy with the range of options.
- Since 65% of all businesses fail within 10 years it would have to be something unique that can't be found near by. Maybe a strip club.
- Small family owned restaurant
- We need more industry (maybe car repair) be ause industrial businesses being in the most workers, and contribute the most to the cities tax base. Industry should expand northwest of town.
- Casual and diverse food offerings! We lack fast casual opportunities that allow for interesting cuisines.
- I believe our town needs a store similar to what we had with Shopko/Alco. We need a place to buy a pair of socks, shoes, pants, or shirt. Somewhere to purchase household supplies besides Walgreens. Clothing that is not from a Boutique clothing store which many people cannot afford or fit into. Sporting Goods supplies as well such as a glove, bat, or ball. I know this town is fearful of a Target or Walmart coming in, however, they need to consider that people from neighboring communities would also come to NP to shop here as well, bringing their dollars into our community. More eat in restaurants as well. I'd be in favor of developing the west end of town more near Raven Stream and beyond.
- Restaurants  
Support downtown growth. Move post office away from downtown. New basic clothing store needed

## 15) If you could open a new successful business in New Prague, what and where would it be? (cont.)

- Restaurant. Either side of town.
- Area for teens to hang out
- Oil change
- If I could open a new successful business in New Prague I would love to take one of the older buildings on Main Street and turn it into a cozy small-town cafe. As a young person myself, I would love if the town had a cafe like this. Patty's Place is pretty great but it feels like it is more for older people like my parents and grandparents. Since New Prague is home to the NP Highschool my cafe would attract plenty of young people and this would also help to make it more liveable for them. Since New Prague is aging, I believe the city should look to increase business opportunities for young people in the town. Having businesses that are targeted toward my generation will increase the livability of New Prague for young people and this would pay dividends in contributing to the future of the town. I would also love to buy a portion of the old Flour Mill and turn it into a trendy bar or possibly an office space. New Prague has a ton of potential if it makes the right investments now.
- A restaurant with a 50s theme that would have space to host a weekly or monthly car show. I feel town lacks restaurants that appeal to non locals. I Love my Ace hardware but there isn't much that gives New Prague access to things like a target/Walmart/TSC/
- A restaurant similar to a Crisp & Green,
- Sporting goods or fishing shop
- A popcorn cart that is set downtown.
- -Outdoor pool or splash pad
- No more gas stations. Unique ethnic restaurants. Although I don't want chains, Aldi's.
- I would open a bicycle sales and repair business. I would ideally locate it along a proposed greenway route and offer an outside "fix-it" station where people could make their own adjustments to their bikes along a ride or they could come in for parts or quick service. I would maintain the nearby MTB trails and organize a volunteer group to help out with trail maintenance. I would partner with the High School MTB team and also offer a course for electric bikes which would be one of few in the country and I think gather state-wide attention. The city compost area or east of there off of Hwy 15 comes to mind because I think that is a good prospect for a dirt surface trail.
- We need better restaurants...sit down and fast food. But I would open up a bike shop if I could.
- Plastics recycling in an existing industrial park.
- A sports complex similar to the National Sports Center in Blaine with green space fields for soccer and lacrosse, a dome, turf, and hockey rinks. When that was built it must have been in the middle of nowhere and now there are many business that draw support from the families that go there for tournaments, camps, etc. the place is BUSY! I believe the southern metro needs something like this and it would help the community. Plus, we are tired of driving to Blaine constantly for sports. Maybe Elko New Market would be better though due to the proximity to I35.
- An open recreational center. Open to kids for something else to do. Have the business on the west or east side of town.
- Bike shop/downtown
- More restaurants. We need better parking options downtown.
- Southeast side of town, salad and soup lunch and dinner option. Quick but not garbage food option.
- Manufacturing, in the industrial business park



- I generally try to shop in New Prague as often as possible. However, New Prague could benefit from the following businesses:
  - A department store
  - A bike shop
  - A place to buy animal feed (like for chickens or sheep)
- Dome to rent out in the winter.
- Indoor/outdoor family activity center with miniature golf, laser tag, arcade, rock climbing, ropes course, go-kart, indoor playground, food.
- A holistic massage and spa concept, or healthy restaurant option.
- Sporting goods.
- We need more and better restaurants.
- Starbucks, anywhere in new prague.
- Target
- Another small store like Alco or Shopko, dollar store or another restaurant
- Burger, fri, shake shop. Take out only, no dine in option. Outdoor dining avail. Next to bowling alley. West side of town.
- Taco Bell on out lot of Coborns, Fleet Farm at edge of town, demo old silos and make a city park with splash pads, a Cosco in town would be awesome.
- Chipotle or similar option
- Some type of indoor recreation for the winter. There is nothing for kids to do in town when it gets cold.
- Outdoor community fitness and water park.
- A factory that has employees from all salary ranges that encourages its employees to live in the community. Encourages new and existing business to expand in New Prague, why not have them all in one location.
- Some type of clothing and accessories that are more affordable.
- Better class of restaurant. The restaurants we have are fine, but it would be nice to have a higher end restaurant that serves the community but also draws in folks from surrounding communities. I would also consider having a movie cinema in town.
- I would love to open up a warehouse with tall ceilings (such as the midwest volleyball warehouse) to offer a space for volleyball clubs, offer pickleball year round, and soccer club space. The space could be used for birthday parties, nerf wars, etc. The possibilities of community use for this facility are wide! If I had the funding and the land, I would most certainly open and manage this space ;) The where would it be: wherever I could afford the land. If there is ever an opportunity for support with this idea, please reach out! -Sheunna Jabs 952.201.1185.
 

The other business that I think would be successful, would be an additional fast food opportunity such as a Culvers. Location: near Coborns.
- Outside of town a dome for indoor sports in the winter
- I already do it's 2 If By Sea Tactical. We would like to expand to an indoor shooting range here within the city limits
- We can always use more restaurants (non fast food).
- More places to eat out!!! Not franchise owned fast food. Nice dine in places like fishtale
- Fast food chicken place or more permanent fresh produce/ craft market
- Retail store similar to Target
- We plan to relocate a business to the NP area within the next few years. It would likely require an industrial type building/warehouse with office space.
- Kids basic clothing (target, Walmart etc), home improvement (Home Depot, Menards)

## 15) If you could open a new successful business in New Prague, what and where would it be? (cont.)

- New Prague's biggest asset is the historic downtown and reinvestment should be made in that area to promote people to both work and recreate and eat/drink in downtown New Prague.
- Not sure
- Healthy fast food, filling in and around coburns.
- Manufacturing or distribution business.
- A Arby's and west side of town
- Private school
- A games Cafe on main street.
- East side of town by car dealerships
- Would like to see more retail and restaurants downtown, which adds to character for visitors to spend time here.
- Additional high quality fast food restaurants such as Arby's. These should be opened in NON RESIDENTIAL areas.
- Nautica bowl (end of strip mall by coburns and papa Murphy's), Panera bread and chipotle (anywhere you could fit them).
- Main street area-  
Additional fast food or restaurant  
Target or other multipurpose store
- Another store like Shopko/ Alco.. where you could truly grab anything you needed last minute.
- A movie theater
- I would open either a boutique/farm stand type business. I would sell handmade items, clothing, etc. and locally sourced items from farms within 30 miles of town. There would be watercolor paintings and products sold, painted by me. It would be upscale and have high quality products. The vibe would cater to those shifting away from commercialized businesses and towards self-sufficiency. It would be on Main Street or out of my home in a farm stand/pop up shop type business.

## 16) Please list your thoughts on beautification in New Prague.

- Outdoor pool, dog park
- Buildings in downtown could use some rehab in areas. Trails could be expanded along waterways.
- Any additions to park space should include perennial gardens with native flowers and plants. We need more and better surviving tree-scapes.
- Too few parks and rec spaces for sports
- Wash the outside of historic buildings on main
- Trails! We as a rural community should have trails to enjoy or at the very least sidewalks maintained to use! We have very few natural resources for our community to enjoy.
- Strength: small town feel, community involvement, existing businesses serve critical needs, keeping character of downtown with historical buildings, maintenance of sidewalks and parks.  
Threat: Growth of low income housing
- Many residents have complained that the mill is an eyesore. Maybe we should repurpose the building. There were talks of turning it into a brewery.
- Parks need more open space, playing fields, and flexible wilderness. We could use a contiguous trail system!  
We should also capitalize on our Czech heritage to encourage tourism!

- We need to connect the Greenway paths. I enjoy using the paths, but they do not connect well. Let's get the entire thing connected and then finish it off by putting a paved path from New Prague out to Cedar Lake Regional Park. A safe pathway for kids in the community to use in the summer to bike out to the lake. Perhaps putting a tunnel underneath County Road 2, so kids aren't crossing the traffic. We have this amazing resource located so close to town. The park should be accessible to every resident and a biking path would get that accomplished. We NEED to get a path from our town out to Cedar Lake and it needs to be done SAFELY.

I would be in favor of a safe bike path from my neighborhood to downtown NP without having to bike along Highway 21. Yes, we could go in front of Falcon Ridge, but it is not directly nor safe. Also, a park at the corner of English Ave/Music St. on the open lot that is small and awkward in shape. A basketball/pickleball court would fit nicely!

- More activities in central park for other ages than kids. Pickleball courts somewhere near town.
- Loop around city
- I want New Prague to be more walkable. Multiple studies on city planning have shown the massive positive impact that walkability can have on residents. From mental health to physical health, to social functioning, etc. I think New Prague could turn Main Street into sort of a town square. A third place in between home and work, where the community can come together and shop, walk around, meet, drink a coffee or eat at a restaurant. If the sidewalks were widened, tables and chairs could be placed to usher in a more relaxed environment. During weekends Main Street could be closed to cars so that there is a place to walk around. Farmers and vendors from the area could also come in on weekends and sell their products. All these moves would make the town a better place to live, increase business revenue, and invite young people to make NP their home. Walkable communities are of high value to my generation. These changes would help to make life less mundane and bring life to the community.
- Tear down the mill and put some new old looking buildings up that could attract new business opportunities.

Paint a new mural instead of the band members on the brick wall across from Laus Bakery.

Do something with the Broz hotel.

- I'd love more bike/walking paths, specifically one that runs to Cedar Lake Farms.
- The walking trails are starting to look and feel run down.  
I do like the small area across from the chamber.
- Lost a lot of ash trees, need to replant with new trees. Restoring old murals and buildings downtown keeps the small town feel.
- When entering town from any direction, there is no welcoming, pleasant signage or park space, just industrial and commercial
- Keep it natural and simple. Plants, trees. Seasonal, fall, winter or Christmas, spring/summer reusable decorations.
- I would like to see the greenway plans advance. I think biking and low powered vehicle commuting is important now and in the future.
- We need mt bike trails
- It's quite pretty already.
- More green space that could support outdoor sport and family activities like soccer, mountain biking, frisbee golf, a dog park, walking trails, etc. I sit on the New Prague Soccer board and we will serve 400+ kids this year in the club and we continue to grow. We have great difficulty scheduling field space for practices and matches currently and with any growth the challenge will be that much greater. Having a tournament is absolutely out of the question because of inadequate green space resources. Drawing families in for sporting events like a tournament weekend would be great for the area businesses. Ple

## 16) Please list your thoughts on beautification in New Prague (cont.)

look forward to what could be possible rather than what the needs are at the moment.

- Our family would love a bike trail that is close to town and a dog park that is also close to town.
- I would like to make sure the historical features of the downtown area remain as they are. One of the greater threats that I see would be housing and industrial sprawl. It would be nice if the city could acquire some larger tracts of land to maintain as parks and green areas. The current park areas are either too small, or only serve athletic purposes such as golf, hockey, baseball. Having a larger park that is kept mostly natural aside from walking or mountain bike trails would be very beneficial, and wouldn't cost much to maintain.
- The weather fences that are put around the landscaping on the sidewalks downtown are a complete eyesore.
- Bike trails, walking trails, ponds/lakes for paddling, fishing, and canoeing.
- Maintaining what we currently have should come first. Our roadways and parks have grown yet what we have is very beat up. If we've invested the time in adding these things, let's keep them looking nice. Fix the potholes, maintain even sidewalks, plant trees in parks and by walking paths, get rid of weeds. We do a good job making Main Street look nice with flags and flowers, let's expand that to all areas of town.
- Repave walking paths. Add a Buffy or two.
- Restoration of old buildings on main Street to keep the small town feel.
- We need more soccer field space for practices.  
We need better quality sand at the sand volleyball courts and more of them added to city parks.
- Green space for youth sports! Especially the growing youth soccer program!
- More green space!!
- Insufficient green spaces for kids to play, parks during the evening are always full with sports leaving no where for children to play. Insufficient field space and competing priorities with school on scheduling using the same shared spaces between community ed, baseball/softball, soccer, lacrosse and football.
- Less gas stations and churches. More community green space.
- Parks and trails that connect to other areas, ie Jordan, Prior Lake, Montgomery.
- More green space for sports teams to practice on. Sports are a big deal out this way so would love to keep our children active.
- Green spaces for soccer!
- Additional soccer fields
- New well on the golf course, quit charging the course money, that's the biggest joke ever that you charge them and expect them to have a chemical budget at all
- Outside water park.
- We utilize all of the parks in NP and enjoy them all. It would be pretty cool to have a trail system built from town to Cedar Lake Farm too. (But would impact private land owners...so not likely.) The plantings along main street are a nice new touch!
- I believe a weakness to the beautification to NP was adding the "parking lot" for trucks and trailers north on 21.
- Honestly this is a beautiful city
- Great job already. Preserve downtown and get the deadbeat landlords to fix the windows in the buildings. Nothing trashes downtown like boards over broken historic windows. Make sure the historic buildings are preserved as best they can be. Offer opportunities to explore them or learn the history.
- more ornamental trees or flowers in parks. Maybe a scenic bridge or arch for pictures.
- Nothing to share at this time.

- We do have many beautiful parks in our community. Our parkway path systems could be upgraded and expanded to accommodate the many walkers we have now.
- I like what we did with main street, though its sometimes hard to turn on to it from side streets because of blocked view from parked cars. I enjoy Cedar Lake Farm and the trail system. Not sure what the threats are.
- Roundabouts landscaping is not very attractive. How about some more trees along HWY 19 at the area of Napa, Parkview Medical, Giesen Brau, Minnwest Bank.
- Parks are getting old- Falcon ridges playground looks old and sad. Broken pieces.
- Historic downtown is a strength, historic buildings. Opportunities for reinvestment and beautification of signage and building fronts, and backs. Weakness and threat is so much of the downtown owned by one or two slumlords who do not reinvest in the downtown and their properties until their hands are forced.
- Parks and walking path are great. Could use a dog park.
- Vastly, it's a waste of money. Whoever thought planting, maintaining and watering hanging plants on Main Street was a good idea should have their head examined. How much does it cost for it all? Something that no one sees! The planter areas on the Main Street sidewalk that you have to pay someone to fence over every winter? Cover it all with concrete and quit wasting tax payer money!!
- More paved walking paths. More trees!!!!
- Wider roads less roundabouts
- Accept donations for money to use on beautification.
- More public spaces for people of all ages that are easy to get between.
- Need a more consistent trail system that connects existing sidewalks with parks. We should look to strategically acquire parkland that will provide barriers to transportation corridors from residential sections.
- As stated above, implement and enforce strict covenants to remove ice houses, campers, trailers and other large objects from driveways, yards and streets!!! This would make a significant difference in the class and character of the city immediately. NO FUNDS NEEDED TO DO THIS!!!
- I think it is a cute town already, maybe just working on more accessible parks that you can walk to and keeping the current ones clean and safe.
- It would really be nice if the walking trails actually linked... they all lead to nowhere
- Beautification yes, but please don't make it more like Mpls - I moved away from there for a reason - as an example, we don't need more sidewalks in the residential areas
- More walking paths that extend throughout new prague would be appreciated. As well as a dog park which I have heard is in the works.
- -Maintaining business and buildings on Main Street to assure they all look fresh, but with a maintained historical look. (No broken windows or huge tobacco signs)
- -Limit amount of vehicles and stuff that can be all of your yard or parked on grass in your yard.
- -Have a program for helping with outdoor home maintenance for those who are not able to maintain their homes for whatever reason (ability, time, money, knowledge).
- -Utilize state grants for historical preservation of buildings.
- -New builds for commercial businesses should have standards to look more historic and not so commercialized.

## 17) Please list your thoughts on development in New Prague.

- Need more rental housing including market rate modern units. Despite the proximity to larger cities, New Prague does act as a mini-regional hub for many things including school, medical and shopping.
- For too long New Prague has used central city space for a golf course or let it sit empty. It should be developed for housing or leisure activities.
- Cost and taxes seem really high for average property value
- Dome/ sports complex and adjacent housing development would play for sewage pump station.
- We could use more affordable housing for low income families
- Same as above:  
I think this community is perfect the way it is. My greatest concern is that it will try to grow too fast and change the type of community we have with trying to bring in too many businesses & housing options. The people who live here chose it specifically because it is farther away from the suburbs & has a small town feel to it. If we wanted to have a many close retail and employment options, we would choose to live closer to the cities.
- To provide more affordable housing, we could build apartments to the east side of town across Jeff Belzer Ford. Maybe more duplexes, townhouses could be built neat Raven Stream. These are great locations due to business and road access on Main St/ TH 19. In general it might be beneficial to annex more land in scott county (whether for residnetial or commerical) as I believe there are less wetlands (more places to build with less limitations) and more financial benefits in Scott County.
- We should encourage more sidewalk restaurants and downtown small businesses catering to tourism and unique shops. We do a poor job of encouraging tourism based on a Czech culture - there is a market to be another New Ulm!
- Lack of housing for young people that are affordable. More pportunities to help keep people physically active.
- Loop around city
- The most exciting event in New Prague annually is the Dozinky Parade. I believe it is so popular because its a time when the streets are closed to cars and everyone is able to come out and enjoy the community. I think it would be very beneficial to close the streets more regularly and create this type of communal environment. It would also be beneficial if the city created tax cuts for young people coming in to open businesses. We need more businesses that will add character to NP. It would be really great if our town could find ways to utilize the railroad that runs through the town. Investments in public transportation would be amazing. Maybe someday passenger travel by train from New Prague into the cities could be a reality. If our town started investing in these projects now we would become a model for other towns around the nation and it would put New Prague on the map. Not only would our community thrive but many positive stories in the media would be made about New Prague.
- We need more homes that are mid priced. Meaning, not section 8 but good quality mid priced homes.
- Need additional townhomes or apartment buildings. Zimmerman, MN is a good example of additional housing being added along 169.
- I think there's a good mix of housing options
- Again keep it a "small town".
- The town has done a good job of balancing business and industrial uses with residential communities and green spaces but this will be something that always takes work. Attracting the right kind of businesses will be important in the future.
- We would like to see more biking options, particularly mountain biking. We currently commute to Prior Lake, Lakeville, or Shakopee at the closest for trails. It would be very beneficial to have a mountain bike

trail that would connect to city ways in order for youth to gain more access. We are part of team that would help build and maintain the trail.

- Mountain bike trails?
- Low or no interest loans to small tech companies
- The biggest threat that I see to development is over-taxation and high utility costs. It's extremely difficult for younger families to purchase a home these days, and with school districts continually asking for more funding, city's over-building in anticipation of growth, and the constant need to compare our city to surrounding (larger) communities, these higher costs limit any growth potential and drive residents away.
- If executed properly, growth and development can be good. Making sure we have the adequate utilities, drainage, water, sewage, etc in place beforehand is key. Planning for proper roadways and accessibility for future growth to prevent bottlenecks of traffic or unsafe areas. Incentivizing those that can remodel or reuse current vacant property vs building new.
- Don't become Prior Lake. Keep the rural small town feel.
- Small Businesses leaving.
- Houses look very similar, need some differentiation
- I think the c & i lots are about used up.
- Larger plots of land so homes aren't so close together.
- More fields and parking for sporting events.
- Solar power like Jordan to reduce electricity bills would be nice.
- Green space for kids and families should be added
- Need to have more area available to business that would like to be in the New Prague community.
- I don't want it to get big and lose the small town feel, but a couple more food and retail options would be nice
- I think I like NP just the way it is!  
I wouldn't want a big box store; prefer to keep it small town.
- Need more green space for kids sports
- A new subdivision needs to be developed ASAP
- I think development if done properly will only strengthen the city. We could use a few more restaurants here and maybe a Dollar General for retail.
- My concern is the growing trend of low cost housing/apartments going up in every nearby suburb. I like the feel of NP with farms and single family homes.
- More fields for kids sporting events
- Apparently we don't have enough "industry" to help create the taxes we need to expand all of the wishes and wants on our growing list. Not sure how to attract industry to our town, but that might help.
- Housing costs are quite high for the average income of our community.
- A strength is there seems to be quite a few rental apartments and multifamily units throughout the City. Weakness may be lack of ordinance/regulatory oversight on these units to maintain quality. Additional single family homes seem to be lacking. Would like to see the City take the lead on purchasing and splitting up larger tracts to make them attractive for developers for single family homes. This also allows the City to have the control to plan and require the type of trails and parks we most want to see and preserve natural areas within City developing areas vs. allowing them to all be privately owned.
- Single family homes and nothing more
- More trees!
- The city should not be enticing or blocking development.
- Maintaining New Pragues character is important, but should not stifle the town's growth.

## 17) Please list your thoughts on development in New Prague (cont.)

- We have room to grow and strategic redevelopment parcels (old mill site). At the same time, we risk turning into a bedroom community and yielding skilled jobs to other communities in Scott/Dakota Counties because we don't have an infrastructure or investment to help them get started here. A community college or tech school would encourage local students and hire faculty to live nearby to enhance quality of life and support local innovation in a manufacturing sector. We need to expand recreational opportunities to encourage young families to move and stay here. Communities with strong recreational facilities encourage outside people to come and spend time here, and if there is a solid retail or cultural draw, we can export community costs on the tourism trade (which is currently minimal despite our unique Czech heritage).
- Development in New Prague should NEVER harm homeowners. Business development should be located in newly annexed land.
- Please do not allow the state to force New Prague to make planning and zoning changes based in ESG standards. Have a backbone and stand up to the radical left in this state govt.
- I don't have many thoughts on this, but prefer growth to be based on need and always with the rural, small town vibe in mind as that is what allows us to be unique.

## 18) Please list your thoughts on mobility in New Prague.

- Continued expansion of the trail system and sidewalk network is needed. The county line is an issue for mobility transit services between Scott County and LeSueur County unfortunately.
- Our sidewalks are not adequately cleared in winter. I don't even know if the intersections are compliant to ADA. The city hall and post office and most schools are not easy to access.
- Not enough safe biking trails for kids to ride to school or owls, crossing very busy intersections
- How do we not have a trails that connects New Prague to Cedar Lake? This would be amazing!
- I think the town has nice walkability and trails. We would always love more areas to bike and hike but I feel we have quite a few already.
- More walking trails would be nice, as well as safer crossing at Hwy 21.
- Maybe less roundabouts in the industrial district as it's difficult for large trucks to move through circular intersections. Perhaps a traffic sign should be installed at 21, 6th st nw and 7th st nw due to congestion.
- Our trail system and sidewalk system is lacking and non-contiguous. Some areas don't have off street walking access leading to parks- meaning children are forced to walk or ride bikes in traffic to access parks.
- I touched on this above. Finishing off the Greenway Pathway and creating even more walking paths for residents. Connect to Cedar Lake Park.  
Also, another north/south route to connect to County Road 2, perhaps extending English Avenue or Columbus Ave north. It would be nice to have one more connection to county road 2 from town, especially when the High School releases. There are so many students who need to drive on 2 and opening up one additional thoroughfare heading north on Columbus would help to alleviate the congestion by the high school.
- Too tight on main street when parking.
- Adequate
- Firstly, I think it is excellent that the town added the roundabouts. Roundabouts are proven to increase traffic safety and they also make the NP intersections look nicer. I think an excellent move New Prague could make in mobility would be to make car-less transportation more approachable. Already, New



Prague has a great network of bike paths. However, if there were protected bike paths added between the town's business, residential, and commercial areas, it would increase bike transportation in the city. I bike from my house to the Coborn's but I either have to bike on the road that is mainly for cars or on the sidewalk that is mainly for pedestrians. Some people say bike lanes would not be used in the winter. But people in bikeable communities in places like Finland, Toronto, or Norway choose to bike in the cold when they are provided with good bike lanes that get plowed. If New Prague decided to create bike lanes like this, the town could be a beacon of progress for Minnesota.

- Trails need to be improved and expanded
- Need to improve intersection of CR37 and 21. Cars slowing down coming into town, cars speeding up going out of town, and continuous increased traffic to new business park is a recipe for disaster.
- I wish the trails all connected. More sidewalks on residential streets. A trail partially around cedar lake would be wonderful
- I would like to advocate for a mountain bike trail and skills park. The areas around the sledding hill, skate park and waste water treatment plant have opportunities for this. Southside park may as well. There may be other locations. Other town in the area such as Shakopee and Lakeville have added these offerings.
- We need more paved bike trails but we would really benefit from a good mt bike trail system. I have a son that would love to help design, build and maintain
- More biking options.
- Hwy 19 could use a pedestrian / bike overpass & a trail/bike lane to connect newer construction to middle & high school at roundabout near hyvee
- More walking and biking trails needed. We drive away from New Prague for anything like that.
- Within the city itself, mobility seems to have improved over the last few years with all the infrastructure updates.

I would like to see a regional multi-use trail built that connects the town to other nearby regional parks like cedar lake farms. I know this is in the works, but it needs to move faster.

The biggest transportation weakness our area has, is the greater connecting roads to the southern metro. With New Prague being equidistant east and west to major highways and interstates (US169/I-35), most residents are forced to use either state highways (MN-13) or county roads, which eventually become congested once you hit the south suburbs/exurbs. We need to advocate for MNDOT to construct an interchange at I-35 and CR 86. This would allow NP and it's greater rural residents the ability to have direct access to an interstate, without having to pass directly through Elko/New Market, Lonsdale, or try to circumnavigate it.

- We need more trails. And not just in town. Scenic walking/biking trails would be great. Mountain biking trails too.
- It's impossible to have too many good trails. Especially those with accessibility to wheelchairs.
- Uneven sidewalks and walkways, crumbling curbs all need to be properly maintained. Sidewalks should lead people to park areas vs busy roadways. 12th ave SE has no sidewalk and is often filled with cars for baseball spectators yet is the major roadway to Settler's Park. Provide a safe sidewalk for residents to get to the park without the threat of traffic.
- What we have is great, more is better.
- I would like to see the bike ways connected throughout town.
- It would be an improvement if there were more bike trails in and or around the city.
- We need a paved trail system that connects in a loop around/through the town, highlighting the streams and countryside of our town.
- Need more trails outside the city.

## 18) Please list your thoughts on mobility in New Prague (cont.)

- No bike paths, crossing major roads to get to convenience, schools or grocery stores. Traffic doesn't usually stop when children are crossing 19.
- If we could bus to the connection in Shakopee, that would be great.
- More bike trails are needed, but that is more of a Scott county issue.
- More bike trails. Bike trail from lonsdale to New prague, New prague to Jordan, Montgomery, ectt
- Intersection by Chart is bad and dangerous
- There is a bit more opportunity for safety improvement for the intersections near the car dealerships and Redwing Ave on CTY RD 19. If this was a safer area, we would love to bike from our home to town.
- The roads are good wish there were a dog park though
- The county is going nuts with roundabouts. I'm fine with them, but we don't need one at every intersection.
- Need more downtown parking
- Trails for biking, walking, running, skiing are always a bonus but it would be great if one were near town but not in it - like Cedar Lake Farm. It is nice but there is not a designated walking path like at Cleary or a mountain bike trail like Murphy-Hannerhan.
- Nothing to share at this time.
- I like the trail expansion that is planned by Cedar Lake Farm. We live outside of city limits, so I don't have much insight concerning sidewalks in town, etc.
- Can we get a trail network going that actually connects? All the trails end and don't go anywhere. Even sidewalks just end like on 1st Ave. Many of the current trails are in need of resurfacing.
- There is a lack of connectivity and planning for a comprehensive trail system and lack of City Council investment in trails as opposed to roads.
- Good ... main street parking is not the best. Parking lots?
- More paved walking paths
- More bike trails
- Not all streets need sidewalks.
- Most of New Prague is disconnected by and mode other than car, with safe walk8ng paths limited to specific areas.
- Bike path to lake and a dog park
- Trail system, where it exists, is well done. Sidewalks are very well maintained overall. But the system is disjointed and does not connect obvious places (Heritage Park and trail is not connected to the 7th St NE sidewalk, causing kids/bikers/walkers to go into narrow street simply to access obvious recreational opportunities.  
Would be great to think big on a trail system and connect to Jordan/Shakopee/Prior Lake/Lakeville to enhance recreational tourism.
- New Prague needs public transportation for the elderly and handicapped.
- Barely any trails that I can find. Plenary of sidewalks but we like more nature hikes and there aren't many of those unless we want to drive to cedar lake farm...
- More trails or bike paths. It would be nice for those of us outside of the main town area to have a safe way to get into town on a bike without having to ride on main county roads with no sidewalks or bike lanes.
- We need a true walking trail that connects all around the town
- There is one main sidewalk loop in new Prague. Sidewalks should be everywhere and additional walking

paths. Also snow removal during the winter is lacking.

- We live in the county, on 290th street. This is a busy road and since 2020, we've seen an increase in walkers and bikers passing our house. It would be so, so nice if we had bike trails outside of the city limits. Our community members are being active outside of the city limits, and allowing for a safe place to do so would be amazing.  
Our sidewalks and trails within our city limits are great.

**19) Please list your thoughts on access to and connection with natural resources in New Prague.**

- Philipps Creek is an underutilized water amenity through the west end of downtown and carrying through a large portion of the city.
- Need a bike trail access or more walkable and year round maintained trails
- Limited access at cedar lake
- I think new prague would benefit from larger parkland not designated for sport fields but as a play to enjoy the nature much like Greenway Park. A dog park would also allow residents to connect with nature.
- We need a focal body of water to develop around, and use the mill or mill pond to creatively connect for day-tourism from the Twin Cities!
- Loop around city would be cool
- I think New Prague is doing a great job in is connection with natural resources. I am really impressed when I look at the infrastructure and budget sheets for the city. Of course, I know our city budget is tight so many of the things I wish for would take time but I do not stop to dream for our small town. I think some things New Prague could do to access natural resources would be to collect rainwater throughout the city to use for irrigation and other purposes. Additionally, New Prague could provide subsidies for residents who choose to install rainwater collection equipment on their property. Another idea is for the town to install solar panels to help power public infrastructure such as street lamps. Again, I know we have a tight budget so these are just wishes and ideas. I would love to see some of these things be a reality someday.
- Again, more trails that connect
- There are many small pockets of parks and green spaces, connecting them would make the current offerings feel a lot more extensive.
- We need mt bike park/trails
- More camping options for family when they visit.
- More is better!
- As mentioned earlier, the city needs to put more emphasis into the ""natural"" aspect of their planning when it comes to parks. Not everyone who visits a city park is there to play a sport that necessitates an open field, a structure, or otherwise costly infrastructure that requires constant maintenance. Instead, consider developing larger green areas with mature forestry, that can include trails for year-round use of activities such as hiking, walking, biking, XC skiing, and snowshoeing. Activities like these can be enjoyed by all residents, not just those involved in school athletics or golf.
- We really don't have much in the way of access to forestry and waterways in New Prague. Cedar Farms is good but I have to drive my child there. Would be great if there was a trail from town there so he could safely ride his bike.
- If we are removing trees and shrubs from these areas, we should be planting new elsewhere. So many trees were removed near Settler's park but nothing added in their place. It was so beautiful along the walking path before and now all you see is sawed off trees stumps. Yet next to it is sitting water that

## 19) Please list your thoughts on access to and connection with natural resources in New Prague (cont.)

looks absolutely disgusting. Let's fix that problem and keep the beautiful trees. I'd rather see trees and plants than gross sitting water.

- There are not many opportunities, but I don't have great ideas
- Limited access to Cedar Lake
- Pretty much need a vehicle to get to them; perhaps another trail connection.
- Solar power like Jordan would be nice.
- I love that we have the learning lab area between Falcon Ridge and the Middle School!
- Good access for the geography
- Good.
- I don't think there is any focus on waterways except maybe Cedar Lake. I wonder if there could be more parks or trails near a creek or pond.
- Nothing to share at this time.
- I live near one of our city's "holding ponds" and I notice that the nearby business does not seem to realize (or care) that their flyaway garbage finds its way into that pond. I think there should be strong encouragement for these businesses to contain or pickup their garbage around their places of business on a regular basis. Perhaps someone could check these pond on occasion to make sure they are being kept maintained and free of manmade debris. Just a thought..
- Would love to keep all trees possible at Cedar Lake Farm and its trail system. The lake is managed well by the Cedar Lake Improvement District Board but community support is vital.
- I feel promotion and maintaining access to the local snowmobile trails should be promoted. Provide access from the trails to our restaurants this will encourage people from outside of our community to visit.
- Preservation of existing fringe natural areas that are expected to be developed in the next 20 years. This could be through purchasing or incentives to developers.
- New Prague should work to maintain aspects of its natural landscape, especially parts that are distinct from the surrounding countryside.
- A bike path to the lake would be a great improvement. Np needs a dog park
- We have no large natural body of water within the city; we do have several nice streams that we tend to culvert or ignore instead of enhancing or exploiting. We should connect parkland to those bodies of water or streams and make those connections unique.  
We need to use parkland to give a recognizable connection to Prague, Czechia to enhance tourism. Forests/trees/water greatly enhances surrounding property values and livability. Continued forests and open space should be strongly encouraged in any future development."
- No current opinion.
- Needs work, not much forest to connect to but would be nice to walk through parks and more nature rather than school parking lots or neighborhood
- I don't have a lot of knowledge in this area to make a solid comment.  
Planting trees, prairies, and maintaining water systems are important to keeping our eco systems and community healthy.

One weakness could be light pollution—the car dealerships' new lights are insanely bright. There is no reason they need to be lit at such a bright level in the middle of the night. When they added to their parking lot and got new lights, the light pollution in our area increased.

# Appendix

# C

# City Center Small Area Plan

# CITY CENTER SMALL AREA PLAN



## TABLE OF CONTENTS

**INTRODUCTION ..... C.1**

**SITE CONTEXT ..... C.2**

**COMMUNITY ENGAGEMENT ..... C.3**

**SITE VISION ..... C.4**

**ACTION PLAN ..... C.11**

## PLAN PURPOSE

Small area plans outline a vision for redevelopment within a specific site or small area of a community, often supplementing Comprehensive Plans and other long-range guiding documents. Developing small area plans enables community decision-makers, residents, and stakeholders to focus on the unique conditions and needs of each site. This results in specific policies and action items that encourage development in line with a collective vision.

New Prague’s City Center Small Area Plan arose out of the Comprehensive Plan development process in late 2023, as City decision-makers identified the underutilized former creamery site as a prime opportunity to address community needs. The former creamery site, a large plot of land located on the west side of downtown New Prague, offers a central location for additional housing, civic spaces, recreational opportunities, and parking.

Goals of this small area plan include:

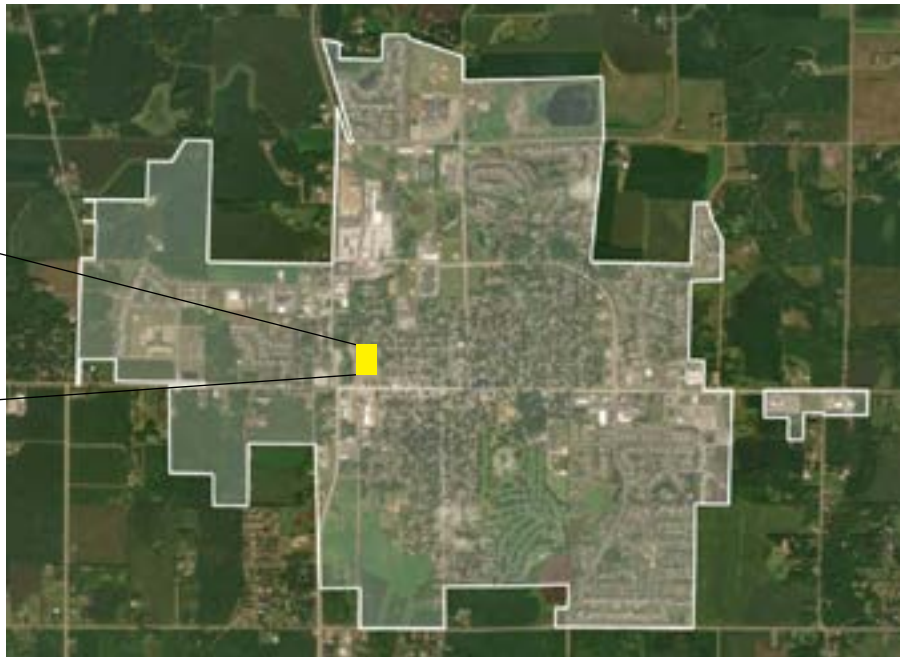
- Analyze the site’s existing conditions, challenges, and opportunities;
- Identify priority programmatic elements and layout options within the site;
- Complete and summarize engagement feedback;
- Develop a vision for the site that aligns with New Prague’s Comprehensive Plan and Code of Ordinances;
- Provide a “road map” to help City decision-makers guide development on the site.

## SITE LOCATION

This 4.3-acre site, currently owned by the City of New Prague, is located just east of Phillips Park and north of the old flour mill site. It is bounded by 2nd Street NW to the north, 2nd Avenue NW to the east, Main Street W to the south, and 3rd Avenue NW to the west.



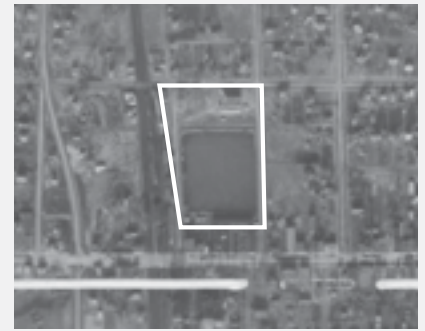
*Creamery site location*



*Location within New Prague*

## SITE HISTORY

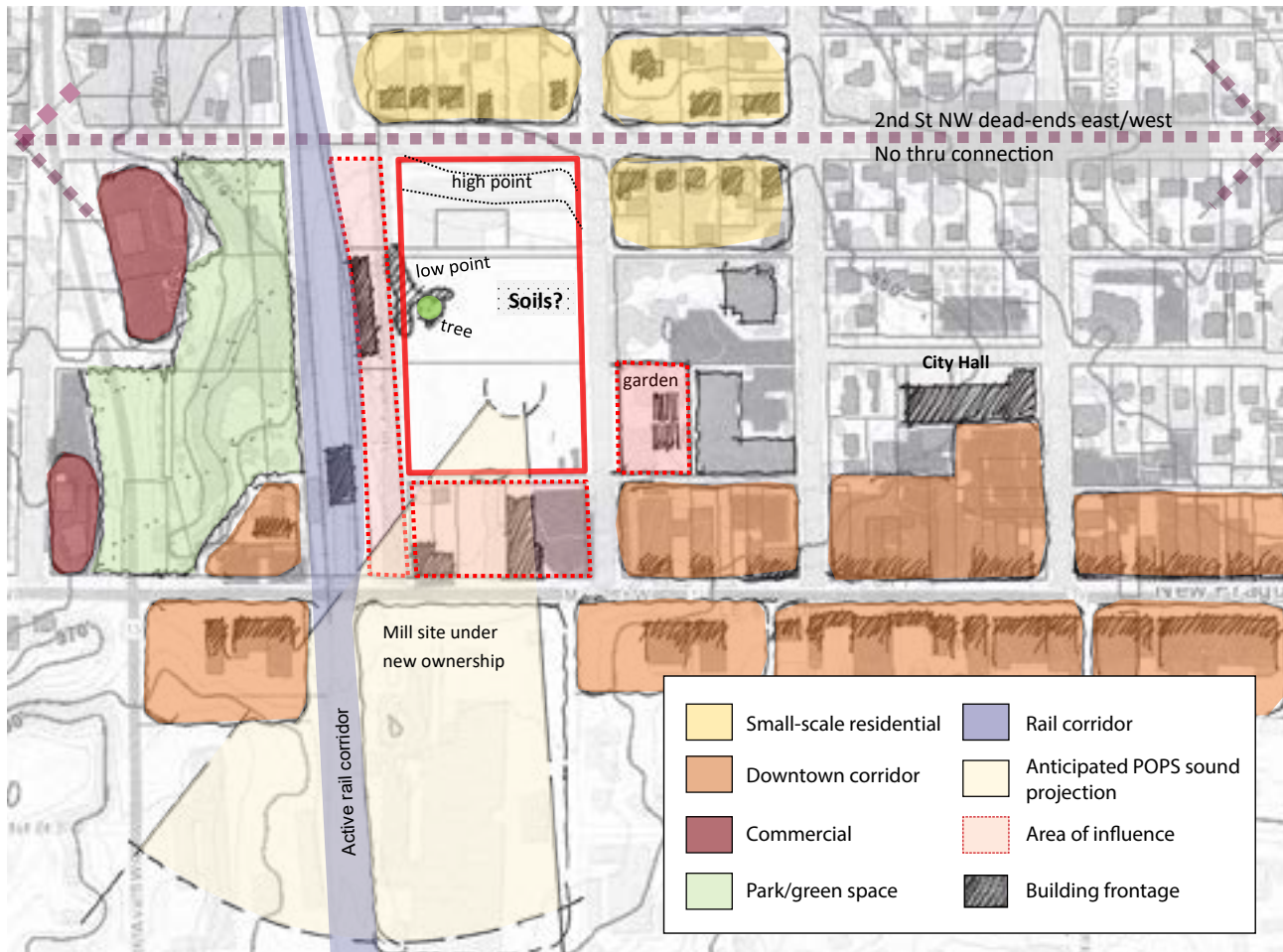
Throughout the planning process, this site was referred to as the “former creamery site” as it held the New Prague Creamery Association factory in the early 20th century. The land contained a small manufacturing building and a large rectangular pond for discharged water, as shown in the aerial image. Due to the soil composition and placement of this former pond, the new development’s retention pond follows a similar footprint.



Source: University of Minnesota Libraries

## SITE ANALYSIS

The former creamery site has a unique position within New Prague, bounded by single-family residential uses, the downtown corridor, and an active railroad line. Its prime location makes it easily accessible to pedestrians on Main Street and its large size can be utilized for many different uses; however, there is limited public parking, narrow streets around the perimeter, and the close proximity to neighboring homes may present noise conflicts during events. Structure placement on the property is also limited due to the soil composition resulting from the previous pond location.





## STEERING COMMITTEE MEETINGS

The Steering Committee, consisting of representatives from New Prague’s City Council, Planning Commission, Economic Development Authority, School Board, Chamber of Commerce, City departments, and other stakeholders, met multiple times over the course of the project. This group helped the project team brainstorm programmatic elements, narrow down site layout options, and prepare materials to be presented to City decision-makers and the public. These meetings were also instrumental in building consensus across the community groups that will ultimately be responsible for the site’s redevelopment.

## COMMUNITY OPEN HOUSE

On May 8th, an open house was held to meet with residents and collect community input on the project. Two preliminary site designs were presented that grouped potential amenities into thematic concepts: “Civic Commons” contained several public amenities such as a community room/garden and art park, whereas “In-Town Living” offered diverse housing options.

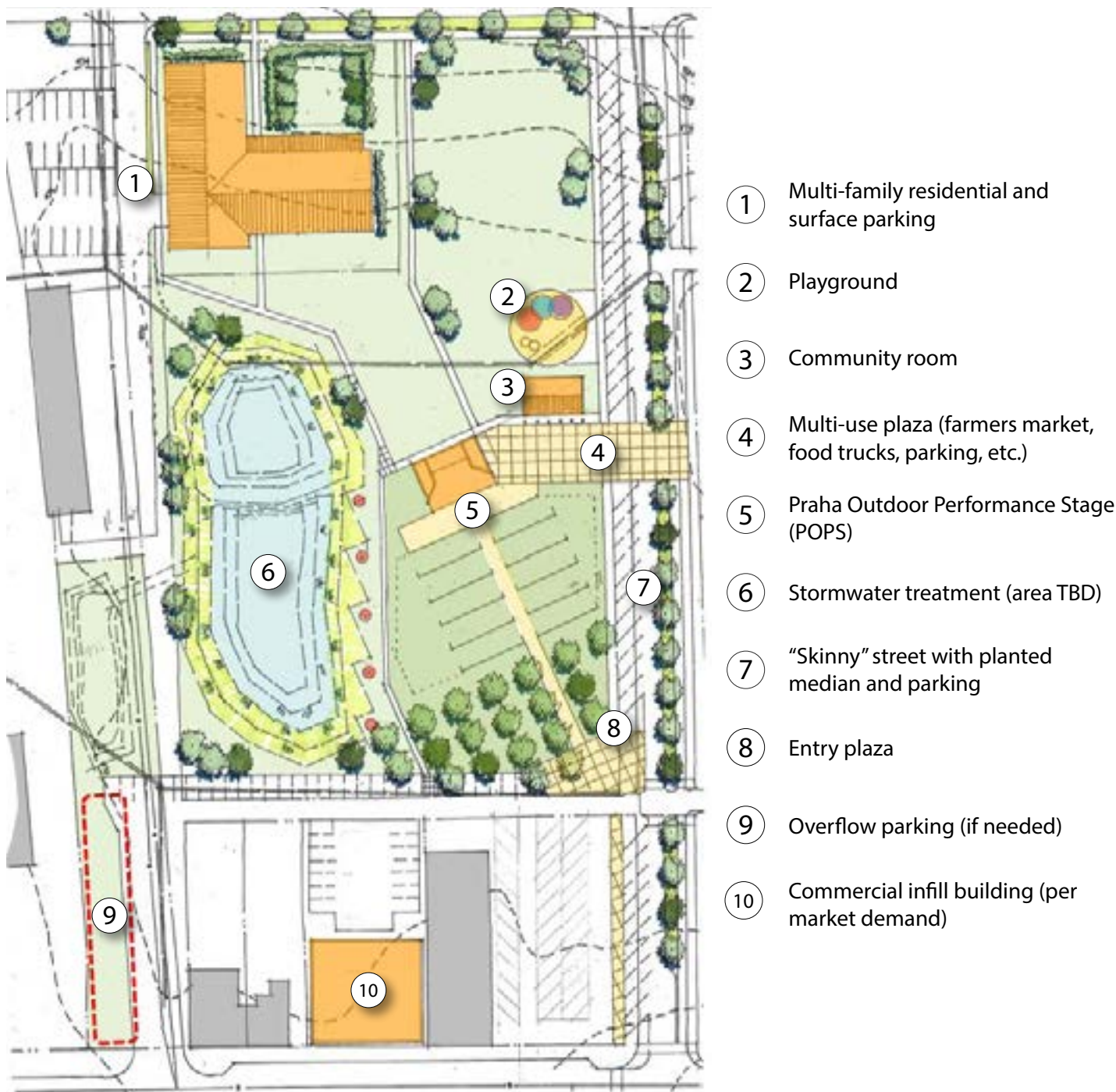
A survey was distributed to attendees to gauge their preferences and concerns, resulting in feedback spanning from specific design preferences/amenities to broader goals for the project. The key takeaways were as follows:

- Ensure that the Praha Outdoor Performance Stage has a proper noise buffer from surrounding residential areas.
- Prioritize adequate on-site and off-site parking to prevent congestion on surrounding residential roads.
- Consider utilizing the stormwater pond and open park spaces for winter activities, such as ice skating.
- General interest in the proposed farmers market promenade and “front porch” style community room.



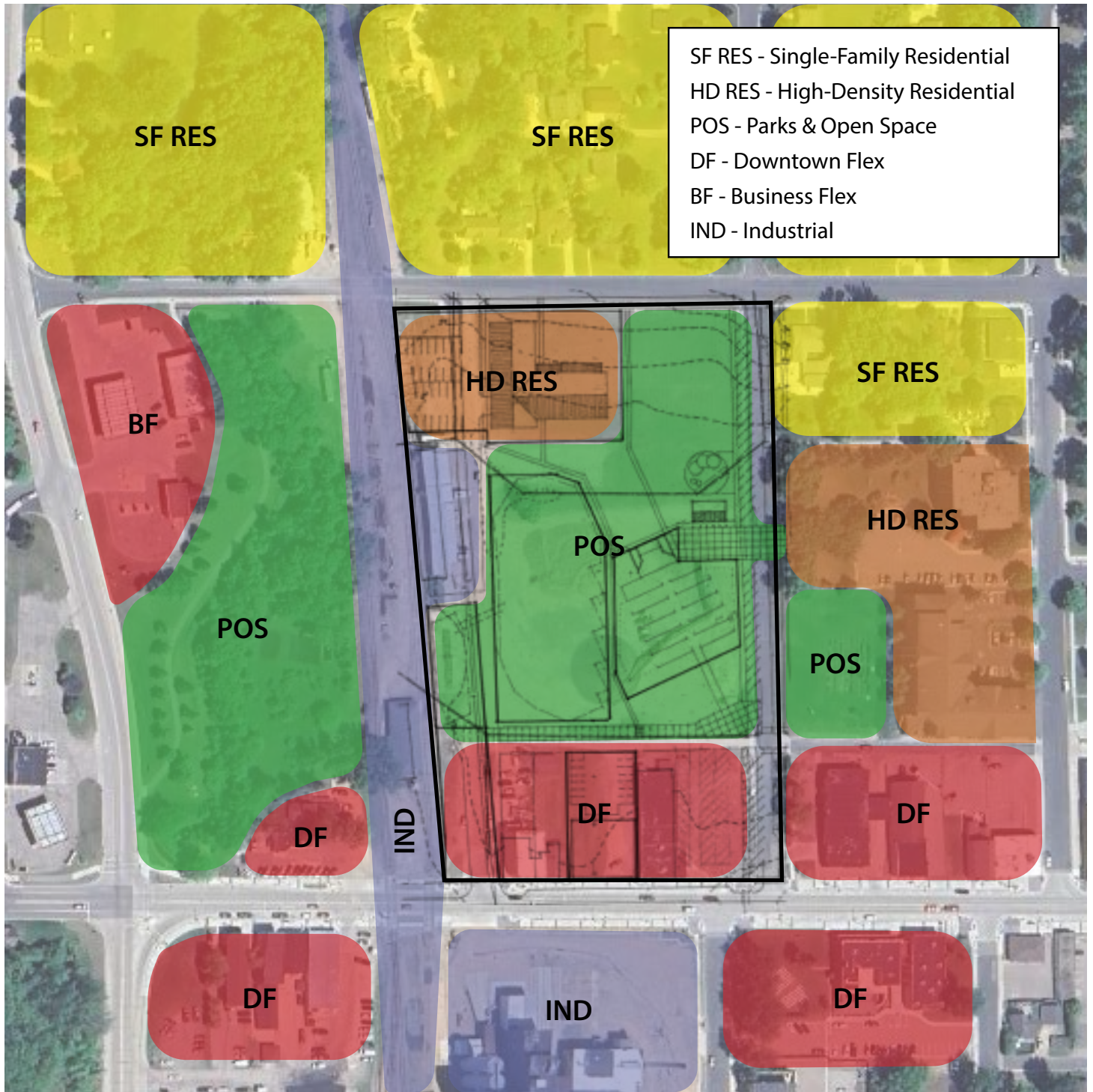
## SITE CONCEPT

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



LAND USE

This vision incorporates land uses found directly adjacent to the parcel, including multi-family residential, public green/civic space, and commercial. This generally aligns with the Comprehensive Plan's Future Land Use map, which designates the site as "downtown flex", "high-density residential", and "parks and open space".



## MULTI-FAMILY HOUSING

The Comprehensive Plan development process accentuated the need for a larger variety of housing options within the City of New Prague, including multi-family rental and ownership opportunities. While the developed result may differ from this vision, the following design guidelines will help ensure that the building complements the scale and architectural character of the surrounding residential neighborhood.

### Design Guidelines

- Buildings should be no more than 2.5 stories tall for the main facade fronting 2nd Street NW. Ideally, the building should be arranged in an “L-shaped” plan to create a front courtyard and set back the structure from the street.
- Principal elevations should include entries, porches, balconies, and windows to regulate scale and character.
- Roof forms should be pitched with gables and dormers facing the main street.
- Window proportions should be vertical rather than horizontal.
- Exterior finishes can include a variety of materials but should be applied in smaller increments/sizes to maintain scale on the principle building elevations.
- No more than two main exterior building materials should be used, with one (considered the primary material) to be used on at least 70% of the exposed exterior.
- Colors should be softer shades of gray, green, yellow, or brown with complementary trim colors; avoid strong or saturated main body colors.
- Parking should not be allowed in a front yard; parking should be located along the side, back, or under the building envelope.



*Example of small-scale multi-family housing that incorporates architectural elements from surrounding homes.*



**PRAHA OUTDOOR PERFORMANCE STAGE (POPS)**

Prior to the drafting of this plan, the POPS Committee and the New Prague City Council selected the former creamery site as the location for a proposed outdoor performance venue. As planned in this vision, the venue would have capacity for approximately 720 seats (10,000 ft<sup>2</sup> of sitting room) and the stage would measure 40'x50'. The bandshell could also incorporate small dressing rooms and storage areas behind the stage.

The seating area would be directly accessible from Main Street through a small plaza, connecting the space visually and functionally to New Prague's downtown core. The sound from the stage would also project southeast into the commercial corridor, away from abutting residential properties.



*Sturges Park Bandshell in Buffalo, Minnesota*



*Sesquicentennial Bandshell at Pennoyer Park in Kenosha, Wisconsin*



## STORMWATER POND

On-site stormwater treatment was identified as a crucial component of this property’s redevelopment. While the specific area and footprint of the stormwater pond has yet to be finalized, this vision identifies a potential pond location (located just south of the multi-family building) and contingency areas for overflow (south and west of the initial pond).

In addition to stormwater collection, the project team envisioned other engaging functions of the pond, such as conversion of the pond into an ice rink in the winter and the incorporation of a paved path/sculpture walk around the perimeter.



*Retaining Pond at MD Anderson Cancer Center in Houston, Texas*



*Preservation Pond in Champaign, Illinois*

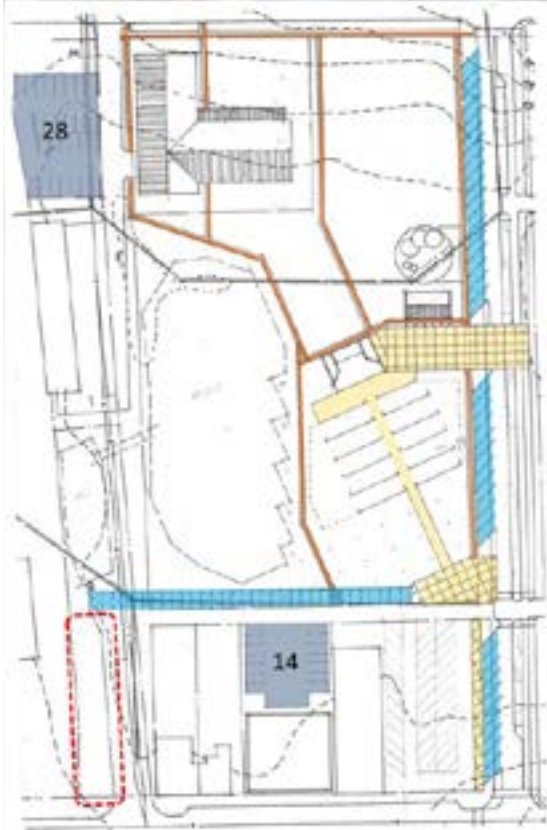


### COMMUNITY ROOM & EVENTS PLAZA

In tandem with POPS, a community room and events plaza offer a destination for community events in downtown New Prague. As proposed, the structure would measure approximately 13,000 ft<sup>2</sup> and could be rented for various public and private events. The events plaza – a large, multi-use paved area just outside of the community room – could be utilized for farmers markets, food truck festivals, POPS-related events, informal outdoor seating, and other outdoor functions.








*Events plaza (named "Praha Porch" in this illustration) could be a feature of the community room and host complementary activities to outdoor civic events.*

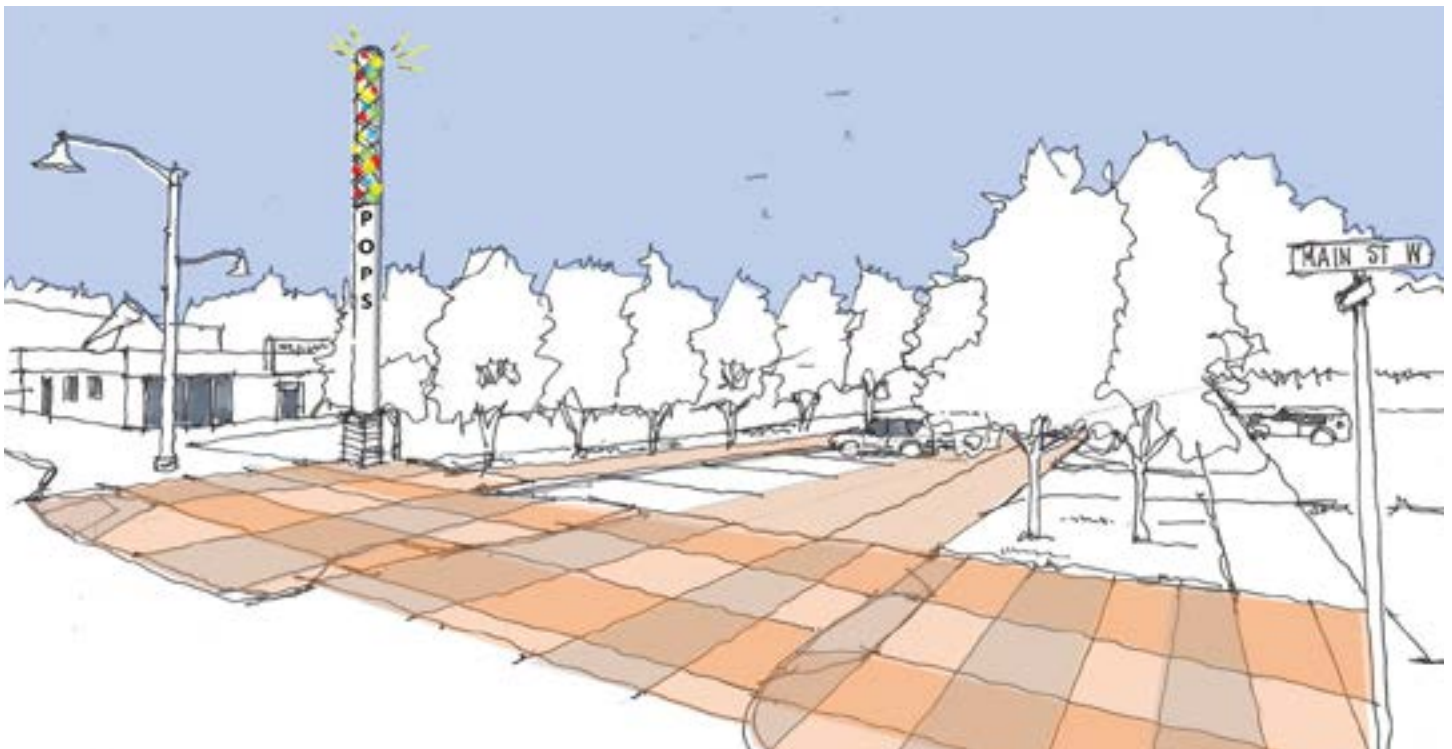


## CIRCULATION & PARKING

This vision proposes the conversion of 2nd Avenue NW into a one-lane street with angled parking on one side. This “skinny street” would restrict through-traffic, especially during events, and prioritize parking and safe pedestrian crossings.

This vision also provides ample opportunities for pedestrian circulation and parking, accommodating the anticipated increase of visitors to the site during events.

-  Sidewalk network
-  “Skinny street” and alley parking (94 spaces total)
-  Plaza parking (8 spaces)
-  Private off-street parking (42 spaces total)
-  Overflow parking area, if needed



*Gateway “beacon” (modeled after the nearby mill stack) could promote events and signify entrance into the site. Decorative pavers or similar treatment could define the intersection at 2nd Ave NW.*



### ANTICIPATED PROJECT PHASING

Due to the scale and cost of the proposed site improvements, the project team has broken the site redevelopment into multiple component-specific phases. While the specific events within each phase may change as the City of New Prague moves forward with implementation, the following provides a starting point for site considerations and project planning.



- Phase 1 (Stage Area)**
- 0.6 Acres
  - Remove/replace topsoil, haul in 0.5' of topsoil borrow
  - Added 1' of embankment in area (could do from pond excavation if done jointly)
  - Hydroseed

- Phase 2 (Stormwater Pond)**
- 1 Acre
  - Grading & Dirtwork - excavation, embankment, topsoil/clay borrow, erosion control, hydroseed
  - Removal of existing storm pipe
  - Reconnect to existing storm sewer
  - Construct drainage structure within pond

- Phase 3 (Community Room, Playground, Angled Parking)**

- Phase 4 (Private Development)**
- Work with private developers to implement multi-family housing and infill development along Main Street

# Appendix D

## Sanitary Sewer System Feasibility Study



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

---

---

**MEMORANDUM**

---

---

**TO:** EDA MEMBERS  
**CC:** JOSHUA M. TETZLAFF, CITY ADMINISTRATOR  
**FROM:** KEN ONDICH – PLANNING / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** MINNESOTA HOUSING FINANCE AGENCY (MHFA) 2025 MINNESOTA CITY PARTICIPATION PROGRAM (MCP)  
**DATE:** NOVEMBER 4, 2024

---

---

As the EDA will recall, last year (for the second straight year) the EDA passed a motion to participate in the MCP Program (see the attached documents about the program) for the Le Sueur County side of the City (as it was noted that the Scott County CDA already covered the Scott County side of the City through the program).

Our two years participating in the program have been a great success with demand outpacing the allotment we were initially provided (in 2023 we were allotted one loan for \$146,692, but ended up being provided \$470,140 with two loans committed for a 320% utilization rate and in 2024 we were allotted one loan for \$150,860, but we ended up being provided with \$1,210,523 with 5 loans committed for a 802% utilization rate – far exceeding the 50% utilization rate required to participate again in 2025).

Once again there is not a required local commitment fee to participate in the program so there would be no cost to the EDA to apply to participate in the program once again and all loans are administered by banks so there is no additional work for city staff.

In order to once again join the program, the EDA would need to sign the attached application and agreement forms which must then be submitted between January 2nd and January 12<sup>th</sup>.

The exact amount allotted for the LeSueur County side of the city would not be determined until February 2025.

**Staff Recommendation**

Staff recommends that the EDA authorize application to the 2025 Minnesota City Participation Program.

**2025 Minnesota City Participation Program (MCP) Background and Summary Information**

Minnesota Housing manages the Minnesota City Participation Program (MCP), which uses the Tax Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget (MMB) to enable communities throughout the state to efficiently provide first-time homebuyer loans in their community without the administrative burden of running their own bond program. The first-time homebuyers access the program through their local lenders and have access to downpayment and closing cost assistance if needed.

Self-issuance of bonds may not be economically feasible for some communities, given economies of scale necessary for successful self-issuance. Under the MCP Program, Minnesota Housing can sell bonds on behalf of local governments to assist them in meeting local housing goals pursuant to Minnesota Statutes Section 474A.061, subdivision 2a.

Minnesota’s statute 474A.061, Manufacturing, Housing and Public Facilities Pools (aka the “Housing Pool”), allows Minnesota Housing to access additional bonding authority through an application process administered by Minnesota Housing from January 2 through January 15 annually. Historically, Minnesota Housing competed for the 31% of the available “Housing Pool” with other self-issuers such as the Dakota County CDA, the Southeast Multi-County HRA, Washington County, and the City of St. Cloud.

In accordance with that statute, cities (or counties or multi-county organizations) apply to Minnesota Housing annually for such authority. Funding allocations are allocated to participating cities on a per capita basis, with each applicant allocated a minimum of \$100,000.

Participants will not be responsible for paying the application deposit or processing fee this year. This is subject to change; however, Minnesota Housing will provide notification in advance of future program years if there is a deposit or processing fee. There will be a minimum usage requirement of 50% of the allocation in order to participate the following year.

# Minnesota Housing 2025 Minnesota City Participation Program (MCP) Application

Section 6, Item a.

**Minnesota Housing must receive your application by email between January 2-15, 2025 at 5:00**

Please provide all the information below.

## Agency Contact Information

Agency Name: New Prague Economic Development Authority

Contact Person: Kenneth D. Ondich

Mailing Address: 118 Central Ave. N. Physical Address: 118 Central Ave. N.

City: New Prague State: MN Zip: 56071 Website: www.ci.new-prague.mn.us

Phone #: 952-758-4401 E-Mail: kondich@ci.new-prague.mn.us

## Administrative Information

- Check agency type:  City  City HRA/CDA/EDA  County HRA/  Port Authority  
 Multi-County HRA: Receive single allocation for all counties within your jurisdiction  
 Consortium of local government units applying jointly by agreement (please submit evidence of agreement with this application, even if you provided one in previous years).
- List the legal name(s) of all cities and counties where the funds will be utilized. For county and multicounty applications, only list the counties.  
City of New Prague (Le Sueur County side of the City only)
- Check the box below to confirm this statement:  
 MCPP helps the community meet an identified housing need and the program is economically viable.
- Does your City (or County) offer a down payment program or other homeownership assistance?  
 Yes  No  
If yes, list program names (For informational purposes only; does not impact your application status):  
\_\_\_\_\_

## Signature

Provide authorized signature(s) from the organization submitting this application, including printed or typewritten name, title and phone number. Scan original and email application to [mn.housing@state.mn.us](mailto:mn.housing@state.mn.us) (Original not needed).

Signature

Joshua M. Tetzlaff

City Administrator / EDA Executive Director

Name (Print)

952-758-4401

Title

jtetzlaff@ci.new-prague.mn.us

Phone number or check here if same as above.

E-mail or check here if same as above.

## Program and Contact Information

Minnesota Statute sets Borrower Income Limits and House Purchase Price Limits. Minnesota Housing makes final determinations of the total amount of program funds available and individual allotments (in compliance with a per capita distribution method specified in statute).

Questions about MCP or this application? Contact Greg Krenz at (651)297-3623 or [greg.krenz@state.mn.us](mailto:greg.krenz@state.mn.us)

**MINNESOTA HOUSING FINANCE AGENCY  
MINNESOTA CITY PARTICIPATION PROGRAM**

**PROGRAM APPLICATION  
COMMITMENT AGREEMENT**

**THIS APPLICATION AND AGREEMENT** (this “Agreement”) is between City of New Prague with its office at 118 Central Ave N, New Prague, MN 56701 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

**RECITALS:**

A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2a is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the “Code”), on behalf of the City, and it will issue bonds for that purpose (the “Bonds”).

B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 2a(c).

C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.

D. The City has requested and received a set-aside of funds from the Program.

E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing’s designated Master Servicer (the “Master Servicer”) to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender”).

F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.

G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

**NOW, THEREFORE,** in consideration of the covenants contained in this Agreement, Minnesota Housing and the City agree as follows:

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.

2. **Commitment and Commitment Amount.** The City, which applied in January 2025 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 2a(d), and provided to the City.

The Master Servicer will only purchase Mortgages pursuant to this Agreement securing property that, and borrowers who, satisfy the requirements and provisions of this Agreement, the Program, and the Procedural Manual. The City acknowledges that the commitment is effective upon the approval thereof by Minnesota Housing and the delivery of a copy of this Agreement by Minnesota Housing to the City.

3. **Lender Qualifications.** Lenders must meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds.

4. **Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2025 and shall continue through November 30, 2025. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.

5. **Set-Aside Term.** The Commitment Amount will be set-aside and held by Minnesota Housing for the sole use by the City for a period of time to be established by Minnesota Housing, in its sole option and discretion, provided, however, that time period will not be less than six months (the "Set-Aside Term") commencing on a date to be selected and specified by Minnesota Housing. Minnesota Housing will notify the City in writing of the date on which the Set-Aside Term commences.

Any portion of the Commitment Amount not reserved for the purchase of qualifying Mortgages as of the end of the Set-Aside Term shall be canceled and returned to Minnesota Housing for redistribution under the Program. In addition, any portion of the Commitment Amount reserved for Mortgages that are not delivered to the Master Servicer for purchase within the time period delineated in the Procedural Manual for that purchase, will be canceled and Minnesota Housing will redistribute that amount under the Program. Minnesota Housing may make any funds available to the Program at the end of the Commitment Term for mortgage loans that are eligible to be financed with proceeds of the Bonds.

6. **Commitment Fees.** There is no commitment fee payable by the City for the commitment by Minnesota Housing to the purchase by the Master Servicer of qualifying Mortgages.

7. **Purchase Price.** The purchase price of each Mortgage to be purchased by the Master Servicer pursuant to this Agreement will be as set forth in the requirements of the Procedural Manual and posted on Minnesota Housing's website.

8. **Mortgage Terms.** The terms and conditions for all Mortgages, including but not limited to the interest rate, will be set from time to time by Minnesota Housing, at its sole option and discretion, and communicated to the Lender in accordance with the procedures set forth in the Procedural Manual.

9. **Area Limitation.** Minnesota Housing, pursuant to this Agreement, is required to purchase only those Mortgages that are for residences located within a geographic area to be established and designated by the City.

10. **Servicing.** The servicing of Mortgages shall be the sole responsibility of the Master Servicer or one or more other entities that Minnesota Housing may designate in its sole discretion.

11. **Contract Documents.** The purchase by the Master Servicer of each Mortgage pursuant to Minnesota Housing's commitment is a contract consisting of this Agreement and the provisions and requirements contained in the Procedural Manual, with all amendments and supplements thereto in effect as of the date of Minnesota Housing's acceptance of this Agreement.

12. **Paragraph Captions and Program Headings.** The captions and headings of the paragraphs of this Agreement are for convenience only and will not be used to interpret or define the provisions thereof.

13. **Applicable Law.** This Agreement is made and entered into in the State of Minnesota, and all questions relating to the validity, construction, performance and enforcement hereof will be governed by the laws of the State of Minnesota.

14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2025 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a “Certified Letter - Return Receipt Requested” addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.

15. **Issuance of Bonds.** The City hereby authorizes Minnesota Housing to issue, on behalf of the City, qualified mortgage bonds, as that term is used in the Code, in an amount equal to the Commitment Amount, and Minnesota Housing agrees to issue those bonds if and when federal law authorizes and Minnesota Housing deems it is economically feasible to do so.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)



**IN WITNESS WHEREOF**, the City has executed this Agreement this \_\_\_\_ day of  
(Day)

\_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Authorized Officer)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Authorized Officer)

**Minnesota Housing APPROVAL**

Minnesota Housing hereby accepts the above Program Application-Commitment Agreement and approves and grants participation in the program.

**MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
Kayla Schuchman

Its: Assistant Commissioner, Single-Family Division

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025



**Minnesota City Participation Program (MCP) Information Session**

Thursday, October 25, 2023 | 9:00 – 10:00 a.m.

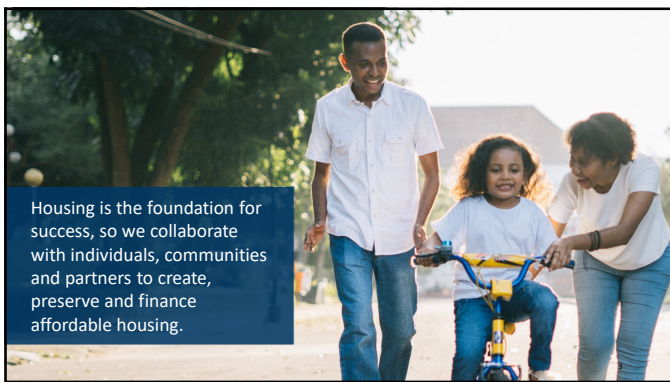


1

**Agenda**

1. Minnesota City Participation Program (MCP) Overview
2. Participation Benefits
3. Home Mortgage Overview
4. MCP Application Process
5. What to Expect in 2024 Program Tips

2



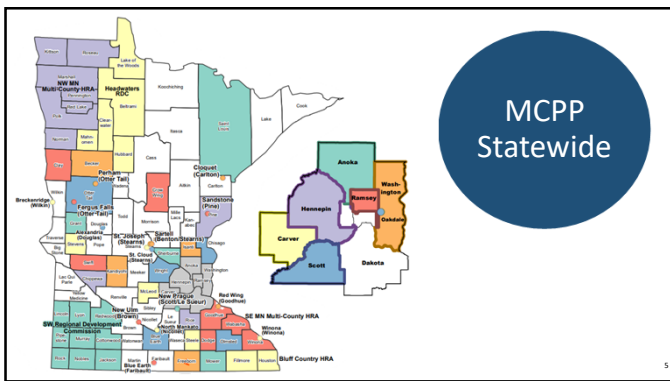
Housing is the foundation for success, so we collaborate with individuals, communities and partners to create, preserve and finance affordable housing.

3

**Participation Overview**

- Provide first-time homebuyer loans in your community
- State Statute 474A.061
- Apply as a:
  - City
  - County
  - Multi-County
    - Provide supporting document

4



**MCP Statewide**

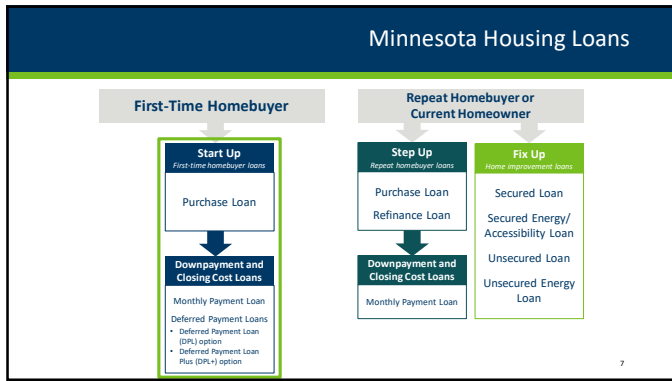
5

**Participation Benefits**

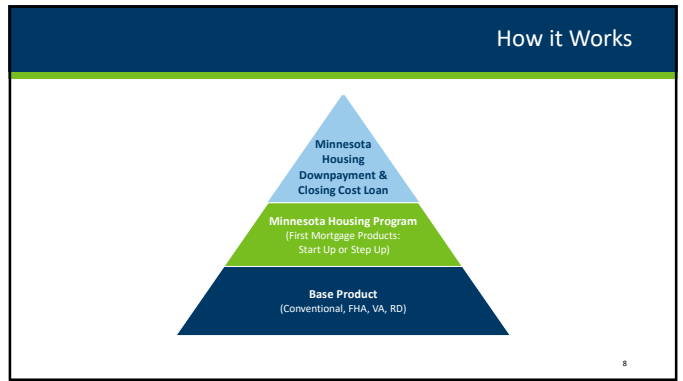


- Promote first-time homeownership in your community
- Access to downpayment and closing cost loans
- Minimal administrative burden
- Dedicated funding for your community
- Marketing and outreach support
- No deposit or fee in 2024
- Information on loan activity in your area

6



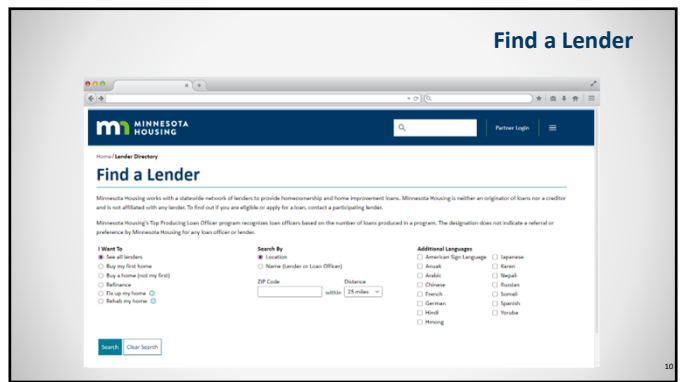
7



8



9



10

### Start Up Loan Eligibility

**Minnesota Housing sets Eligibility Requirements:**

- Borrower Income Limits – on website
- House Price Limits
  - \$515,200 in 11-County Metro
  - \$472,030 in Balance of State
- Credit Requirements per loan product guidelines
  - Minimum credit score (640)
  - Maximum Debt-to-income
  - Downpayment and closing cost loan eligibility
- Homebuyer education

11

### Start Up Income Limits

Household Size	11-County Metro Area	Dodge & Olmsted Counties	All Other Counties
1-2	\$124,200	\$118,000	\$111,700
3+	\$142,800	\$135,700	\$128,400

Note: MCPP Loans need to be at or below 80% AMI

\*Effective for loans locked on or after July 3, 2023. See previous income limits listed below for loans locked prior to July 3.

12


### MCPD Eligibility Requirements

- Start Up Program
- Property located in applicant's jurisdiction
- Borrower's income is at or below 80% of the area median income (AMI)



13


### MCPD Application Process



14

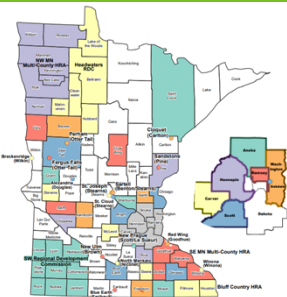
### MCPD Application Process

- Application and Agreement Due between: **January 2 - January 12, 2024**
- Provide authorized signature
  - DocuSign available for Agreement
- Email electronic copy to: [mn.housing@state.mn.us](mailto:mn.housing@state.mn.us)
- Get Board approval **prior** to sending application



15

### MCPD Allocation Amount



- Total Allocation – provided by Minnesota Management and Budget (MMB)
- Minnesota Housing allocates
  - Based on population
  - Announced in February

16



## Time for review

MCPD Application

17



MCPD Agreement

18

### Program Usage Requirement



- Need to use at least 50% of allocation
  - Between January 16 and November 30
- Worried about usage?
  - Consider changing your participation level
  - Contact Greg to discuss

19

### Outreach Support



- Website content
- Marketing Material
- Monthly Email and usage reports
- Visits and calls yearly from our staff
- Templates and logos for press releases, newsletters, and social media

20

### Program Usage Reports

For Informational Purposes Only

Funding Source	Fiscal Year	**Additional Start Up Loans				Step Up Loans				Total Loan Activity				Downpayment and Closing Cost Loans	
		Committed	Committed Amount	Disbursed	% of Orig.	Committed	Committed Amount	Disbursed	% of Orig.	Committed	Committed Amount	Disbursed	% of Orig.	Committed	Committed Amount
Minnesota	2022	1,000,000	\$1,000,000	1,000,000	100%	1,000,000	\$1,000,000	1,000,000	100%	2,000,000	\$2,000,000	2,000,000	100%	1,000,000	\$1,000,000

21


### Program Usage Reports

For Informational Purposes Only

**Additional Start Up Loans		Step Up Loans		Total Loan Activity		Downpayment and Closing Cost Loans	
Committed	Committed Amount	Committed	Committed Amount	Committed	Committed Amount	% of First Mortgage Loans	Total Amount of Downpayment Loans
1	\$ 13,533,262	668	\$ 21,505,863	267	\$ 71,987,218	99%	\$ 6,698,357

22

### Program Tips



- Identify lenders that offer our program**
  - "Find a Lender" at mnhousing.gov
  - Refer callers to these lenders
  - Contact lenders - Refer to program as "Start Up"
- Place our brochures in your lobby**
- Partner with Homeownership Advisors**
  - Hocmn.org
- Use our Marketing Toolkit**

23

### mnhousing.gov

Home is where we build our lives.



- Homeownership
- Rental Housing
- Financing & Ending Homelessness
- Policy & Research

24



25

A slide with a white background. At the top right is the Minnesota Housing logo, which consists of a stylized 'm' followed by the words "MINNESOTA HOUSING". Below the logo is a dark blue horizontal bar with the text "For More Information" in white. Underneath this bar is a light gray section containing contact information for Greg Krenz: "Contact:", "Greg Krenz", "Greg.Krenz@state.mn.us", "651.297.3623", and "[www.mnhousing.gov](\"http://www.mnhousing.gov\")". A small number "26" is visible in the bottom right corner of the slide.

26



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

**MEMORANDUM**

**TO:** EDA BOARD  
**FROM:** JOSHUA TETZLAFF, CITY ADMINISTRATOR  
**SUBJECT:** FUTURE EDA ENDEAVORS  
**DATE:** NOVEMBER 8, 2024

\*\* This will be a standing agenda item as we discuss the future of the EDA and what we'd like to pursue.\*\*

With the remaining industrial lots pending sale, it is likely that by the end of the year, the EDA will need to be looking at a new endeavor. To that end, I would like to have a discussion as to where the EDA would like to go. Keep in mind, there is no one right or wrong answer. In fact, it is possible, and from my standing even advised, that the EDA should look at two or three projects or areas to consider.

The last eight years have been about developing the industrial park and from what I have been able to glean, many thought it would develop out much faster than it did. That being said, it is also possible that without those shovel ready industrial lots available at a discount, some local businesses may have expanded or completely moved to other communities who had lots available. So while it took eight years for the lots to finally develop, there has been pay-off on those lots in the form of expanded local businesses and the starting to new businesses.

The following are ideas Ken and I have come up with as directions the EDA could look into. As I stated above, none of these are right/wrong. They are all directions the EDA could look into and have good reasoning for. I would advise trying to tackle two or three areas so as not to pigeon-hole ourselves into just a single venture but to instead diversify and try to tackle multiple issues. These are certainly not the only ideas either. I encourage EDA members to think about other possibilities.

Expand the Industrial Park

It would not be difficult to make an argument for additional industrial park expansion. Without the City offering land, the private sector does not seem interested in developing industrial lots. And without lots, the businesses that are currently in the industrial park would not be there, thus losing out on future tax growth. If history is any indication, we would not fully develop out any sort of expansion for at least five to ten years, but would that future growth in the tax base be worth holding the land?

Anecdotally, staff has heard that available industrial land is drying up quickly in Scott County and that may push other businesses, further out to find space. This could be an opportunity to expand. We'd likely be subsidizing again but I don't think we should have an expectation of making money on industrial lots. It's more about the future play for tax base and employment growth, which indirectly would help with residential growth, than immediate profit on land development.

- August 2023 Update: In June, staff spoke with a representative of the industrial land to the north about what it may look like for the City to purchase the property. The number that the representative

started with was the same price that Brick's Boatworks paid for the property (\$2.29 SF). Staff felt this was extremely high, and the EDA members at the July meeting agreed. Staff will be preparing information to include with a potential future offer that would justify why the amount is significantly less. Staff is also exploring funding options should the EDA decide to move forward.

- January 2024 Update: While staff has had contact with potential purchasers in the remaining three lots, and interest is still high, there has not been a commitment from anyone to move forward. Staff will continue to inquire and keep the EDA updated.
- April 2024 Update: Staff has noticed that the land immediately north of the Industrial Park is officially listed on the market. The current asking price for the land is \$6.4m, which equates to roughly \$1.93SF.

### Expand Commercial Development

The EDA does not have to necessarily stick solely with industrial development. There are cities that also look into developing commercial lots for more retail or service type businesses. This is especially seen where the private sector has not done such. In New Prague, there are some commercial lots available but the number is limited. Does the EDA want to explore a more commercial oriented development?

### Expand Residential Housing

Another possibility would be for the EDA to get into the housing market. While we have been very job focused, a strong piece of economic development is having people to actually work at the jobs created. To have more available labor, housing is needed. This could take the form of single family housing, attached housing (such as townhomes), or even multifamily housing. In New Prague, we are in need of all of it and the private sector does not seem keen on getting in. Unlike the industrial/commercial development, this could be an opportunity for the EDA to make money for other projects as lots/homes sell.

- May 2023 Update: There has been interest from the private sector in potentially offering assistance through tax abatement to multi-family units. Is this something the EDA would be interested in pursuing?
- June 2024 Update: Staff submitted an application to the MHFA for \$499,999 towards a 54-unit, multifamily in east New Prague. Staff has also been in discussions with the City Council, Le Sueur County officials, and New Prague Area Schools officials about potential tax abatement assistance to make the project happen. In addition to this project, staff has had other multifamily housing projects reach out about potential projects and requesting tax abatement preliminary numbers.

### Buildout Industrial Property for Sale/Lease

Something that has been briefly discussed, among staff at least, is the possibility of building a spec building that could be lease/sold off to prospective businesses. Staff has been consistently receiving calls from prospective businesses looking for less than 10,000 SF of space who may not have the desire or capital to build or own themselves. This would be an opportunity to provide for those types of businesses. Doing a project like this could stand on its own or be part of a larger industrial development.

### Purchase the Mill Property

Since I arrived, I have heard discussions around the community of what the Mill property could be. Whether it is people who are renovating all of it, a part of it, or taking it to the ground and starting over, there are a lot of thoughts on what that property could be. Ultimately, whoever is owning the property has the biggest say in its use. To that end, maybe the EDA is interested in purchasing the property and having direct control. The last owner purchased the property for \$200k. There are now three owners, as the previous owner sold 25% of the stake to two others. There is money at the State level for both historic renovations as well as brownfield clearings, which I believe this site would be eligible for. If this is something the EDA is interested in, staff can start those conversations.



Purchase Downtown Property, Improve, and Sell/Lease

The Mill isn't the only property downtown. There is currently property all up and down Main Street. Maybe the EDA is interested in acquiring other property on Main Street for rehab or redevelopment. If some of these properties are historically designated, which some may be eligible for, there is likely money available for some of these projects. The City would then be in a position that it could either work with a private developer or work on the project themselves, and then sell or lease to create capital for future projects.

Purchase Property Surrounding City Center and Redevelop

Just off downtown, and north of the Mill property, is a large two-block area known as City Center. The City owns most of the property, though there are some lots on the west side that are owned by others, and a few businesses along Main Street that are owned by others. This may be an opportunity for the EDA to work with the City to either redevelop what is currently owned, or pursue ownership of additional lots in this area to create a larger, more cohesive project.

- January 2024 Update: Staff continues to explore potential costs associated with acquisition of lots surrounding City Center. City Council has asked staff to explore the cost of a small area plan for the property to give the City a better plan for guidance or marketability. Staff plans to present that to the City Council in late-January/early-February.
- June 2024 Update: Staff continues to work through a small area plan for City Center with MSA (consultant) and the working committee. Also, the City Council has entered into a purchase agreement to purchase one of the two lots on the west side of the lot along the railroad tracks. At this time, the City Council has expressed that they are not interested in pursuing purchasing the second lot along the railroad tracks.

Provide Improvement Funds to Downtown Businesses

Another opportunity for the EDA may be to provide funds for area businesses and property owners to rehab their own properties. This would be the least intensive project the EDA would likely take in as there wouldn't be the same risk as owning property. That being said, it would be completely dependent on property owners wanting to participate. This may be an opportunity to provide for area businesses on top of the EDA doing other projects.

- April 2023 Update: During the March 2023 meeting, the EDA discussed that it did not have much interest in this item due to limited involvement during previous attempts to improve the downtown.

Daycare Assistance

At a recent meeting with fellow administrators across south central Minnesota, one item came up that some EDAs/cities are considering as an economic development tool...daycare assistance. Some of these towns were not looking at daycare assistance in the form of helping families pay for daycare, but instead helping in-home care and care centers become established. The thought was many employees for companies are having trouble finding care for their kids and that if a city can help create more availability, it would help to drive further employment of their citizens.

**November 2024 EDA Business Updates:**

- **2 new home permits** were issued in October (2 single family homes and 0 townhome units). 9 residential home permits have been issued so far in 2024 (9 single family, 0 townhomes, 0 apartment units). One more single-family home permit is in the review queue for likely issuance before the end of 2024.
- FJ Construction was issued a building permit for the new **2 If by Sea Tactical Gun Range** to be located at 222 2<sup>nd</sup> Ave. SW.
- A building permit was applied for at **102 Chalupsky Ave. SE for a 54-unit apartment building**. Work on the footings is likely to start within the next couple of weeks.
- A public hearing was held at the November 4<sup>th</sup> City Council meeting to consider tax abatement for a **166-unit apartment building** in the Raven Stream Village neighborhood. A decision was tabled at the meeting with more discussion to come likely at the November 18<sup>th</sup> City Council meeting.